

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

**FOR THE YEAR
2020**

Published by authority of the Commission
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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

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**MEMBERSHIP
OF
THE WATER BUREAU
2020**

RAYMOND SWEZY Chairman, Water Bureau
DOMINIC PANE Vice Chairman, Water Bureau

ANDREW ADIL	GARY LEBEAU
CLIFFORD AVERY BUELL	JACKIE MANDYCK
DANIEL CAMILLIERE	DOMINIC PANE
PETER GARDOW	PASQUALE J. SALEMI
DENISE HALL	RAYMOND SWEZY
GEORGIANA HOLLOWAY	ALVIN TAYLOR
DAVID IONNO	MICHAEL CARRIER*

**Special Representative from the Town of New Britain*

MINUTES
OF
MEETINGS OF THE WATER BUREAU
HELD IN 2020

**WATER BUREAU
PUBLIC HEARING
The Metropolitan District
555 Main Street, Hartford CT
Tuesday, January 14, 2020**

Present: Commissioners Andrew Adil, Peter Gardow, Denise Hall, David Ionno, Gary LeBeau, Raymond Sweezy, Alvin Taylor and District Chairman William A. DiBella (8)

Also

Present: Scott W. Jellison, Chief Executive Officer
John S. Mirtle, District Clerk
Sue Negrelli, Director of Engineering
Victoria S. Escoriza, Executive Assistant
David Silverstone, Consumer Advocate

PUBLIC HEARING ON PROPOSED REVISIONS TO ORDINANCES

Commissioner Raymond Sweezy, acting as chairman, called the public hearing to order at 4:00 PM

Commissioner Sweezy read the hearing procedures and guidelines:

“This is a public hearing to consider the proposed addition of § W1f Surcharge Outside The Metropolitan District For Capital Improvements” to the Metropolitan District’s Water Supply Ordinances.

This Public Hearing is part of the legal procedure that The Metropolitan District is required to follow regarding the addition of any of its ordinances, as mandated by Special Act 01-3 of the Connecticut General Assembly of 2001.”

“A final decision on this proposed ordinance addition has yet to be made.

That decision will ultimately be made by the District Board of The Metropolitan District, and will take into account what is said at this hearing.

“The District Clerk will now read, for the record, the notice of this public hearing and the statement of purpose explaining why these revisions have been proposed.”

On motion made by District Chairman William DiBella, and duly seconded, the reading aloud of the hearing notice and statement of purpose was waived. John Mirtle, District Clerk, incorporated the following into the record:

The following hearing notices were published in the Hartford Courant on January 3, 2020 and again on January 10, 2020; and the notice and the complete text of the

proposed ordinance addition and revisions was filed, for public inspection, in the office of the town clerk in each municipality that is a member town of The Metropolitan District.

NOTICE OF PUBLIC HEARING PROPOSED 2020 WATER RATES

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 relate to water rates for the fiscal year 2020. The hearing will be held in the Board Room at Metropolitan District Headquarters, 555 Main Street, Hartford, Connecticut, on **Tuesday, January 14th at 4:00p.m.**

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

§ W1f "SURCHARGE OUTSIDE THE METROPOLITAN DISTRICT FOR CAPITAL IMPROVEMENTS"

The proposed ordinance revisions are available for inspection at the Office of the District Clerk of The Metropolitan District, 555 Main Street, Hartford and www.themdc.org.

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

John S. Mirtle, Esq.
District Clerk

PUBLIC COMMENTS

David Silverstone, Independent Consumer Advocate, thanked the MDC for the opportunity for additional public comment and requested notices be delivered to consumers outlining the rate changes.

ADJOURNMENT

The public hearing was adjourned at 4:05 PM

ATTEST:

John S. Mirtle, Esq.
District Clerk

Date of Approval

**THE WATER BUREAU
SPECIAL MEETING**
555 Main Street
Hartford, Connecticut 06103
Wednesday, January 15, 2020

Present: Commissioners Andrew Adil, Peter Gardow, Denise Hall, Georgiana Holloway, Dominic Pane, Pasquale J. Salemi, Raymond Sweezy, Alvin Taylor and District Chairman William A. DiBella (9)

Absent: Commissioners Avery Buell, Daniel Camilliere, David Ionno, Gary LeBeau, Jacqueline Mandyck and Special Representative Michael Carrier (6)

Also Present: Scott W. Jellison, Chief Executive Officer
Christopher Martin, Chief Financial Officer
Christopher Stone, Assistant District Counsel
Brendan Fox, Assistant District Counsel
John S. Mirtle, District Clerk
Christopher Levesque, Chief Operating Officer
Kelly Shane, Chief Administrative Officer
Sue Negrelli, Director of Engineering
Robert Schwarm, Director of Information Technology
Tom Tyler, Director of Facilities
Jennifer Ottalagana, Senior Project Manager
Carrie Blardo, Assistant to the Chief Operating Officer
Kerry E. Martin, Assistant to the Chief Executive Officer
Victoria S. Escoriza, Executive Assistant
David Silverstone, Independent Consumer Advocate

CALL TO ORDER

Assistant District Counsel Christopher R. Stone called the meeting to order at 3:03 PM

ELECTION OF CHAIRPERSON

Assistant District Counsel Christopher R. Stone called for the election of the Chairperson. Commissioner Pane placed Commissioner Raymond Sweezy's name in nomination, Commissioner Taylor seconded the nomination.

There being no further nominations, the nominations were closed. Commissioner Sweezy was elected Chairperson of the Water Bureau for 2020 and 2021. Chairman Sweezy assumed the Chair and thanked the Water Bureau.

Commissioner Mandyck entered the meeting at 3:04 PM

ELECTION OF VICE CHAIRPERSON

Chairman Sweezy called for the election of the Vice Chairperson. Commissioner Adil placed Commissioner Dominic Pane's name in nomination, and the nomination was duly seconded.

There being no further nominations, the nominations were closed. Commissioner Domenic Pane was elected Vice Chairperson of the Water Bureau for 2020 and 2021.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

David Silverstone, Independent Consumer Advocate, spoke regarding the economic development rate.

Judy Allen of West Hartford asked that the Commissioners speaking are identified by name and speak directly into their microphones.

APPROVAL OF MINUTES

On motion made by Commissioner Adil and duly seconded, the Meeting Minutes of November 18, 2019 were approved.

TRAIL CONSERVATION LICENSE AGREEMENT PROPOSED TRAIL – RESERVOIR 6, BLOOMFIELD

To: Water Bureau for consideration on January 15, 2019

In April 2018, the Connecticut Forest and Parks Association ("CFPA"), a Connecticut non-profit conservation organization dedicated to connecting people to land in order to protect, among other things, walking trails in Connecticut, approached the Metropolitan District to initiate discussions regarding CFPA's desire to enter into an agreement pursuant to which a walking trail would be developed from Auerfarm Scenic Reserve to the 4-H Education Center located off of Simsbury Road in Bloomfield to Reservoir No. 6 in Bloomfield. Such an agreement is not unique between the CFPA and the Metropolitan District since, in 1978, the CFPA and the Metropolitan District entered into a similar agreement whereby the CFPA developed a three-mile walking trail across Metropolitan District-owned land located on the west side of Nepaug Reservoir in Burlington and New Hartford, Connecticut. If developed, the proposed walking trail to be developed in Bloomfield will start at an access point that is currently marked by a Metropolitan District utility gate, traverse across Metropolitan District property and connect with the existing "Red Loop Trail" on Reservoir 6. The Town of Bloomfield has expressed to the Metropolitan District its strong support for the development of this walking trail.

After several months of discussions and negotiations, the CFPA has agreed to certain conditions that will mitigate the District's concerns regarding protecting the public as well as protecting the District's interests and assets. In particular, the CFPA has agreed to the following conditions, among others:

1. The CFPA shall assume sole and complete responsibility, fiscal and otherwise, for clearing, constructing and maintaining a footpath, such activities to be subject to the prior review and approval of District inspectors.
2. The term of the agreement is ten (10) years subject to extension; however, the District reserves the right to suspend, terminate and/or revoke any and all rights that may be granted under the proposed agreement in the District's sole and absolute discretion.
3. The existing gate, which will serve as the proposed access point from the 4-H Center, will be replaced by the CFPA at its expense and shall include a latch and locking mechanism which shall be controlled by the District.
4. Users of the walking trail shall not be charged any fee so as to ensure that the recreational immunity currently enjoyed by the District under State statute is preserved. Nevertheless, the CFPA will indemnify and hold the District harmless from any liability, and furthermore, the CFPA will be required to provide to the District evidence of specified insurance coverage that will provide additional protection to the District as the District, as well as its member towns, will be named as additional insureds.
5. The District reserves the right to restrict and/or suspend access to its property through this access point for any reason.
6. The District will retain the right to direct that the walking trail be relocated in the event that the District believes that such relocation is in the best interests of the District or the members of the public who may utilize such trail.

Staff has reviewed the proposed agreement and has determined that there will be no negative impact on District property.

It is RECOMMENDED that it be:

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

RESOLVED: That the Water Bureau of The Metropolitan District hereby recommends to the Board of Commissioners of The Metropolitan District the approval of a Trail Conservation License Agreement between The Metropolitan District and the Connecticut Forest and Parks Association ("CFPA") pursuant to which the CFPA will clear, construct and maintain a walking trail across certain property owned by the District located in Bloomfield, Connecticut; and

FURTHER RESOLVED:

That the Metropolitan District execute and deliver to the CFPA the Trail Conservation License Agreement in the form attached hereto; and

FURTHER RESOLVED:

That ~~Scott Jellison, as the~~ Chief Executive Officer of the Metropolitan District, or his designee, is authorized and directed to execute and deliver the Trail Conservation 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 Trail Conservation License Agreement.

Respectfully submitted,



Scott S. Jellison
Chief Executive Officer

TRAIL CONSERVATION LICENSE AGREEMENT

THIS TRAIL CONSERVATION LICENSE AGREEMENT, made and entered into this _____ day of _____, 2019 by and between THE METROPOLITAN DISTRICT, a specially chartered municipal corporation, having its territorial limits within the County of Hartford in the State of Connecticut (hereinafter, the "Licensor" or the "MDC") and the CONNECTICUT FOREST & PARK ASSOCIATION, INC., a corporation organized and existing under the laws of the State of Connecticut and having an office at 16 Meriden Road, Rockfall, Connecticut 06481 (hereinafter, the "Licensee").

WHEREAS, the Licensor is the owner in fee simple of watershed property which is located in, among other towns, the Town of Bloomfield, Connecticut adjacent to Reservoir No. 6 (the "Property");

WHEREAS, the Licensee desires to construct, maintain and monitor a new pedestrian walking trail or footpath over a certain portion of the Property, and the Licensor is willing to permit such activity and use upon the terms and conditions as set forth within this Agreement;

NOW, THEREFORE, at the request of the Licensee and without any consideration therefore, the Licensor hereby grants to the Licensee, a revocable license to clear, construct, and maintain, for the use of the general public without any charge, rent, fee, or other commercial service, for recreational purposes, a footpath extending for a distance of approximately 1,584 feet across watershed land owned by the Licensor located on the north side of the water treatment facility located at Reservoir No. 6 in the Town of Bloomfield, Connecticut, County of Hartford and as more specifically described on Exhibit A attached hereto and made a part hereof, all upon and subject to the terms, provisions, and conditions hereinafter set forth.

1. Said footpath shall be located solely over a portion of the Property, as shown by a trail line marked on a map which is attached hereto as Exhibit A (hereinafter referred to as the "Footpath").

2. Unless sooner revoked or terminated as provided herein, the license hereby granted shall continue for a period of ten (10) years from and after the date hereof. Such term may be extended by mutual written agreement of the parties as provided herein. The Licensee acknowledges that the Lessor's primary responsibility is to preserve and protect its reservoirs, watershed property and facilities for the health, safety and welfare of the general public; accordingly, notwithstanding anything to the contrary herein, the Lessor reserves the right to suspend, terminate and/or revoke any and all rights granted hereunder for any reason whatsoever, such rights to be exercised in the sole and absolute discretion of the Lessor. In the event that Lessor exercises such right to suspend, revoke and/or terminate, notice shall be provided in accordance with Paragraph 22 hereof.
3. The parties agree and acknowledge that the Licensee shall have the sole responsibility to clear and construct the Footpath contemplated herein, subject to the review and inspection of the Lessor and/or its agents. This includes, but is not limited to, the Licensee providing the necessary labor, tools, equipment and materials necessary to commence and complete the construction of the Footpath. All work associated with the construction of the Footpath shall conform strictly with the plans and specifications prepared by the Licensee and reviewed and approved by the Lessor, in its sole and absolute discretion, prior to the commencement of any construction or clearing activities. The clearing and construction activities contemplated hereunder should be performed in such a manner to avoid and/or mitigate any negative environmental impact.
4. Any work contemplated hereunder, including maintenance of the Footpath post-construction, shall be performed by the Licensee at its sole expense, and the Lessor shall have no responsibility, fiscal or otherwise, in connection with effecting the clearing, construction or maintenance of the Footpath. Notwithstanding the above, the Lessor reserves the right to perform any such work or modify such work performed by the Licensee related to the Footpath if the Lessor determines, in its sole and absolute discretion, it to be in its best interests or otherwise necessary to protect its property, reservoirs, facilities, pipelines or the health, safety and welfare of the general public. In such event, Licensee shall reimburse the Lessor for any and all reasonable costs associated with such work.
5. Proper maintenance of the Footpath and the area immediately adjacent to the Footpath includes, but is not limited to, keeping the Footpath in a neat and clean condition, tree and branch removal when needed, brush removal, repair of trail erosion resulting from pedestrian use or storms, removal and clean-up of rubbish, trash or other litter and/or graffiti, repairs of damage resulting from vandalism and the replacement of worn, damaged or missing signage. Notwithstanding the broad definition of the term "maintenance," the term shall not include the removal of or clearing of snow.
6. The Lessor shall maintain the Footpath in accordance with the Department of Public Health's Recreational Activity Permit DWS Project 2019-61, Permit No. REC2019-01, as it may be amended or renewed, which is attached hereto as Exhibit B and made a part hereof.

7. The Lessor acknowledges that the property on which the Footpath is to be constructed and the property surrounding such Footpath is watershed property and is subject to a Recreational Activity permit issued by the State of Connecticut Department of Public Health. In addition, it is possible that the clearing and construction activity contemplated hereunder may require the issuance of local permits (i.e., wetlands) from the local authorities. The Licensee shall have sole responsibility for applying for and obtaining such permits, and the Lessor agrees to cooperate with the Licensee in its efforts.
8. The parties acknowledge that, currently, there is a chain-link gate located at the entrance to the Footpath contemplated by this Agreement. The parties agree that this gate will be replaced and that the expense associated with the replacement of this gate will be the sole responsibility of the Licensee. In addition, the replacement gate shall meet all specifications which are defined by the Lessor, which shall include, but not be limited to, a latch and locking mechanism which shall allow the Lessor to lock the access point at any time it deems it to be in its best interests or the best interests of the public. Prior to the installation of the replacement gate, the Licensee shall receive the approval of the Lessor of any plans or schematics prepared by Licensee's fence contractor.
9. The license hereby granted shall include the right to allow users (non-vehicular, including bicycles), access to Reservoir No. 6 from the property located adjacent to the Lessor's property, but in no event shall the license hereby granted include any vehicle of any kind nor shall it include any privilege of camping or picnicking, or the cutting of trees, shrubs, brush, or any other vegetation, except that which may be reasonably necessary to construct or maintain said Footpath.
10. There is expressly reserved to the Lessor the right to conduct any activities that are incident to the operations of the Lessor in the vicinity of or on the Footpath and there is expressly reserved to the Lessor the right to grant permission to others to use said Footpath for any purpose whatsoever, expressly including for the purpose of driving any motor operated vehicle along and across the same.
11. It is understood and agreed by the parties that the Lessor reserves the right to request of Licensee that said Footpath shall be relocated to divert users from areas, where hazards, if any, may exist or from areas where the Lessor may deem it to be in the best interests that foot-travelers should not be permitted to go.
12. The Licensee agrees that, at all times while this license may be in force and effect, the Licensee will make the rights hereby granted to the Licensee available to the public without charge, rent, fee or other commercial service for recreational purposes.
13. The Licensee agrees that the license hereby granted shall be used in a manner such that the responsibility or liability of the Lessor for any injury to person or property caused by any act or omission of the Lessor shall be limited in accordance with the provisions of Connecticut General Statutes §52-557f *et seq.*, and it is mutually agreed

that if said statutes and protections are repealed or amended in any way so as to increase such responsibility or liability on the part of the Licensor, this license shall terminate as of the effective date of such repeal or amendment and the Licensor shall forthwith execute and deliver a suitable instrument evidencing the fact that this license has so terminated.

14. Licensee agrees that it will promptly take any and all necessary steps to guard against any dangerous condition, use, structure or activity on said Footpath or in the vicinity thereof and to warn users and prospective users of said Footpath against the same.
15. The Licensee, at its discretion, may make the existence of the Footpath known to recreational users by means of trail blazes and small signs as it may deem to be in keeping with the purpose of this Agreement. All maps and materials about the Footpath shall be provided to the Licensor for review and comment at least twenty-one (21) days prior to publication.
16. The Licensor and the Licensee each agree that they will cooperate with each other and with public law enforcement agencies, including the Licensor's police force, to restrict the use of said Footpath to the uses and purposes provided herein. In addition, the Licensee acknowledges that the Licensor's facilities are available for recreational use between sunrise and sunset, and the Licensee shall post notices and signs at the fence gate of these times of use.
17. It is further understood and agreed that the license hereby granted may not be assigned or transferred by the Licensee and shall terminate immediately in the event of any such transfer or assignment.
18. Licensee covenants and agrees to indemnify, protect and save harmless the Licensor, and its officers, employees, successors and assigns, from and against any and all losses, damages, detriment, suits, claims, costs, and expenses which Licensor, or its officers, employees, successors or assigns may directly or indirectly suffer, sustain, be liable for or subject to, or for which they may be held liable, growing out of or on account of or incident to the use or enjoyment of the license hereby granted or in any way arising out of or connected with such use or enjoyment as well as the clearing, construction or maintenance of the Footpath.
19. The Licensee shall comply with the following insurance requirements and maintain the following insurance limits during the Term of this Agreement:
 - a. The Licensee shall not commence work under this Agreement and shall not allow use of the Footpath until all insurance required under this section has been obtained by the Licensee and such insurance has been approved by the Licensor. The Licensee's insurance shall be provided by insurers satisfactory to the Licensor and authorized to do business in the State of Connecticut.
 - b. The Licensee shall purchase and maintain insurance coverages set forth below which shall protect the Licensor from claims which may arise out of or result from

the Licensee's obligations under this Agreement, whether the obligations are those of the Licensee or any of its subcontractors or by any person or entity for whose acts said Licensee may be liable.

- c. The Licensee's General and Automobile Insurance policies shall be endorsed to add the Licenser and its member towns as additional insureds as required herein. The insurance afforded the Licenser and its member towns shall be primary insurance and non-contributory. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages. If any insurance required herein is to be issued or renewed on a claims-made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Agreement.
- d. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the tasks and services are to be performed by the Licensee:
 - i. Commercial General Liability - \$1,000,000 per Occurrence, \$2,000,000 Aggregate
 - ii. Automobile Liability - \$1,000,000 per Accident, Combined Single Limit
 - iii. Workers Compensation – Statutory Limits within the State of Connecticut.
- e. Failure to Maintain Insurance: In the event the Licensee fails to maintain the minimum required coverage as set forth herein, the Licenser may, at its option, purchase the same and offset the Licensee invoices for the cost of said insurance.
- f. Cancellation and Certificates of Insurance: Prior to the execution of this Agreement by the Licenser, the Licensee shall deliver to the Licenser the required certificate(s) of insurance verifying compliance with the above-required coverage, including the designation of the Licenser and its member towns as additional insureds with respect to the project's Commercial General Liability and Automobile Liability as follows: "The Metropolitan District and its member towns are listed as additional insureds for General Liability and Automobile Liability." Said certificates shall contain a provision that, in the event of cancellation or reduction of the coverage afforded under the policies for any reason, notice of such cancellation or reduction shall be mailed to the MDC at 555 Main Street, P.O. Box 800, Hartford, Connecticut 06142-0800 no more than ten (10) calendar days following the effective date of such cancellation and/or reduction. In addition, the Licensee shall have the obligation to provide written notice of such cancellation or reduction to the Licenser at the address provided above immediately upon Licensee's receipt of notice of such cancellation or reduction.

g. Upon request, the Licensee shall deliver to the Licenser a copy of the Licensee's insurance policies and endorsements and riders.

20. Licensee agrees that it shall not have any interest or estate in the property of the Licenser by virtue hereof and that the Licensee shall not have or claim by any lapse of time by virtue hereof, or otherwise, any right or title adverse to the Licenser.

21. The Licensee acknowledges that there are instances where environmental conditions and circumstances warrant that public access to its facilities and properties, including, but not limited to, the property on which the Footpath will be located, temporarily be restricted or suspended, such decisions made by the Licenser in its sole and absolute discretion. The Licensee agrees that if the Licenser exercises such discretion, it shall similarly restrict or suspend access from the Licensee's property to the Footpath that is contemplated herein.

22. It is understood and agreed, notwithstanding anything to the contrary contained herein, that either party hereto shall have the right to terminate the license granted herein by providing written notice to the other party of such termination at least sixty (60) days in advance of the proposed effective date of the termination. Such notice shall be given via United Postal Service, via first class, postage prepaid mail, return receipt requested, or by overnight delivery addressed to the party to which such notice is to be given. If such notice is to be given to the Licenser, it shall be addressed to the District Clerk, The Metropolitan District, 555 Main Street, P.O. Box 800, Hartford, Connecticut 06142-0800, and if to the Licensee, it shall be addressed to it at its address as first set forth above. Such notice shall not be required of the Licenser in the event Licenser determines that, in its sole discretion, circumstances exist which compel the Licenser to terminate the license granted herein without any notice to Licensee. In such event, the Licenser shall take reasonable measures to notify the Licensee of such termination within five (5) business days thereafter.

23. This Agreement may be subject to the review and approval of the Licenser's Board of Commissioners and/or committees thereof. In the event that such approval(s) is necessary, this Agreement shall not become effective unless and until such approval is obtained.

IN WITNESS WHEREOF, on the day and date first written above, the Licenser and the Licensee have caused this instrument to be signed, sealed and delivered on its respective behalf, each party acting by of its officers, hereunto duly authorized and empowered.

CONNECTICUT FOREST & PARK
ASSOCIATION, INC.

Witnesses:

By: _____

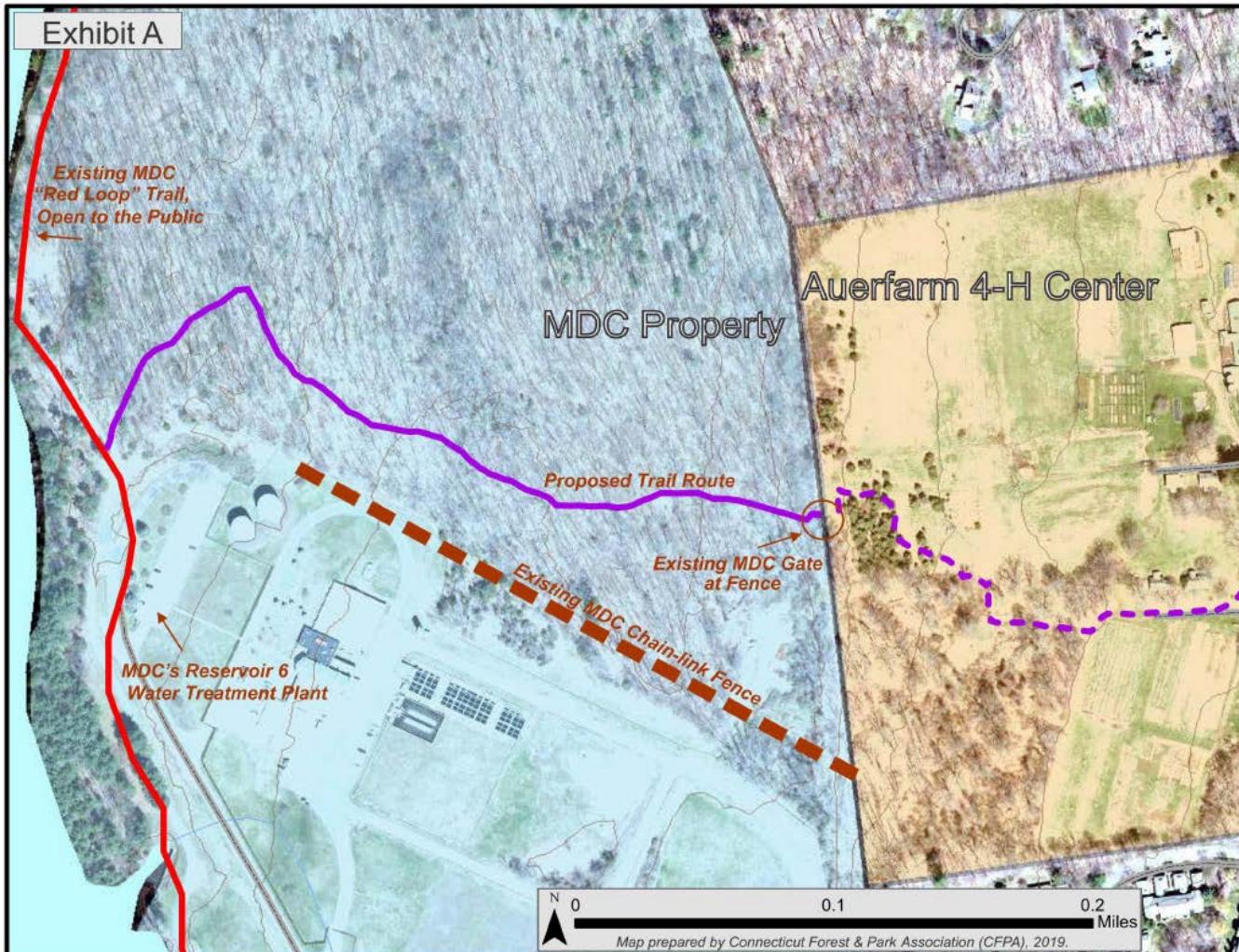
Name: Eric Hammerling
Title: Executive Director
Duly Authorized

THE METROPOLITAN DISTRICT

Witnesses:

By: _____

Name: Scott Jellison
Title: Chief Executive Officer
Duly Authorized



Without objection, Commissioner Taylor made a friendly amendment, as shown above in redline.

On motion made by District Chairman DiBella and duly seconded, the resolution was adopted, as amended, by unanimous vote of those present.

REVISIONS TO DISTRICT WATER RATES

To: The Water Bureau for consideration on January 15, 2020

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, 2020, as set forth in the following "REVISIONS TO WATER SUPPLY ORDINANCES."

Further

Voted: That following the public hearing held on January 14, 2020, 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 in red and deletions are crossed out).

SEC. W1f SURCHARGE OUTSIDE THE METROPOLITAN DISTRICT FOR CAPITAL IMPROVEMENTS

In towns outside the limits of The Metropolitan District for which capital improvements or layout and assessment projects are constructed, in addition to charges under SEC. W1a, W1b and W1c, there shall be a surcharge on the water rates determined from the size of the meter installed on the premises, as follows:

Farmington

SIZE OF METER	MONTHLY BILLING	MONTHLY BILLING
5/8"	<u>\$1.27</u>	\$1.07
1"	<u>\$2.54</u>	\$2.14
1 1/2"	<u>\$5.09</u>	\$4.27
2"	<u>\$9.54</u>	\$80.13
3"	<u>\$222.54</u>	\$186.97
4"	<u>\$381.50</u>	\$320.53
6"	<u>\$508.67</u>	\$427.37
8"	<u>\$1,271.68</u>	\$1,068.43

Glastonbury

SIZE OF METER	MONTHLY BILLING	MONTHLY BILLING
5/8"	<u>\$2.16</u>	\$1.57
3/4"	<u>\$3.24</u>	\$2.35
1"	<u>\$4.32</u>	\$3.13
1 1/2"	<u>\$8.63</u>	\$6.26
2"	<u>\$16.19</u>	\$117.44
3"	<u>\$377.69</u>	\$274.03
4"	<u>\$647.48</u>	\$469.77

South Windsor

SIZE OF METER	MONTHLY BILLING	MONTHLY BILLING
5/8"	<u>\$.40</u>	\$0.34
3/4"	<u>\$.60</u>	\$0.67
1"	<u>\$.80</u>	\$1.01
1 1/2"	<u>\$1.60</u>	\$1.35
2"	<u>\$3.01</u>	\$25.29
3"	<u>\$70.18</u>	\$59.00
4"	<u>\$120.30</u>	\$101.15
6"	<u>\$160.41</u>	\$134.86

Manchester

SIZE OF METER	MONTHLY BILLING
5/8"	<u>\$2.43</u>
1"	<u>\$7.29</u>
3"	<u>\$425.28</u>
6"	<u>\$972.07</u>

Respectfully submitted,



Scott W. Jellison
Chief Executive Officer

On motion made by District Chairman DiBella and duly seconded, the resolution was adopted by unanimous vote of those present.

ECONOMIC DEVELOPMENT RATE

To: Water Bureau for Consideration on January 15, 2020

At a meeting of the Committee on Revenues on January 8, 2020, the Committee recommended to the District Board the passage of an economic development rate for the water used charge (§ W1a) and special sewer service charge (§ S12x).

It is RECOMMENDED that it be:

Voted: That the Water Bureau recommends to the District Board the following:

Resolved: That the District Board approve the following economic development rates for the water used charge (§ W1a)

SEC. W1a WATER USED CHARGE (TREATED WATER)

For customers which do not resell 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</u>	
	\$3.97 per 100 Cubic Feet

The WATER USED CHARGE for such customers subject to § S12x of The Metropolitan District Sewer Ordinances who purchase more than 668ccf 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>	
	\$3.97 per 100 Cubic Feet

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

<u>BILLS RENDERED</u>	<u>RATE</u>
<u>MONTHLY</u>	
	\$3.18 per 100 Cubic Feet

For customers which, by agreement with the District or otherwise, resell 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</u>	
	\$3.97 per 100 Cubic Feet

Respectfully submitted,



Scott W. Jellison
Chief Executive Officer

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

WATER SERVICE INSTALLATION CHARGE FOR KIMBERLY LANE/DAYTON ROAD AND RAYMOND ROAD PROJECTS IN GLASTONBURY

To: The Water Bureau for consideration on January 15, 2020

On November 6, 2019, the District Board approved water petitions for layout and assessment for Kimberly Lane/Dayton Road and Raymond Road projects in Glastonbury. Throughout the petition process, including the Water Bureau Public Hearing on June 26, 2019 and the Water Bureau meetings held on August 28, 2019 and October 15, 2019, the Engineering staff of the Metropolitan District presented the layout and assessment plans to residents stating that the Water Service Installation Charge is \$1,800 per property. Subsequent to the approval of said projects, at a meeting of the District Board on December 15, 2019, the Water Service Installation Charge was changed to \$150 per foot, effective January 1, 2020, which will likely lead to most properties incurring a charge in excess of \$1,800.

It is therefore RECOMMENDED that it be:

RESOLVED: That the property owners to be served by the Kimberly Lane/Dayton Road and Raymond Road water main projects will be grandfathered into the \$1,800 Water Service Installation Charge in effect when said projects were approved by the District Board on November 6, 2019 so long as the property owner elects to connect to the water main and executes all necessary documents before July 1, 2020.

Respectfully submitted,



Scott W. Jellison
Chief Executive Officer

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

OPPORTUNITY FOR GENERAL PUBLIC COMMENT

Judy Allen of West Hartford spoke regarding the economic development rate.

ADJOURNMENT

The meeting was adjourned at 4:09 PM

ATTEST:



John S. Mirtle, Esq.
District Clerk

February 3, 2020

Date of Approval

**THE WATER BUREAU
SPECIAL MEETING**
555 Main Street
Hartford, Connecticut 06103
Monday, February 3, 2020

Present: Commissioners Andrew Adil, Avery Buell, Daniel Camilliere, Peter Gardow, Denise Hall, Georgiana Holloway, David Ionno, Gary LeBeau, Jacqueline Mandyck, Dominic Pane, Pasquale J. Salemi, Raymond Sweezy, Alvin Taylor and District Chairman William A. DiBella (14)

Absent: Special Representative Michael Carrier (1)

Also

Present: Commissioner Bhupen Patel
Citizen Member Joan McCarthy Gentile
Scott W. Jellison, Chief Executive Officer
Christopher Martin, Chief Financial Officer
Christopher Stone, Assistant District Counsel
Steve Bonafonte, Assistant District Counsel
John S. Mirtle, District Clerk
Christopher Levesque, Chief Operating Officer
Robert Schwarm, Director of Information Technology
Robert Zaik, Director of Human Resources
Nick Salemi, Communications Administrator
Julie McLaughlin, Communications Administrator
Allen King, Real Estate Administrator
Rich Norris, Project Manager
Phil Schenck, CDM
Carrie Blardo, Assistant to the Chief Operating Officer
Victoria S. Escoriza, Executive Assistant

CALL TO ORDER

Chairman Sweezy called the meeting to order at 4:33 PM

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

Judy Allen of West Hartford spoke in opposition of the economic development rate and submitted the following written comments:

Public Comments
Water Bureau
Feb. 3, 2020

I believe we are in a partnership, the MDC and its customers. We rely on you for a crucial service and in return you rely on your customers to pay for this service. Therefore I'm going to use the word "we" whenever possible to emphasize that we are in this together.

We have been frustrated and at times desperate to look for ways to raise revenue and keep costs down. Though motivated to do whatever is best for customers, commissioners still strongly believe that selling more water is the only the answer. We know that's not true. Water utilities everywhere face the same challenges of declining water consumption and have found ways to address this without incentivizing large water users to use more water. In fact there is a grant provided by CT Water to help implement the State Water Plan, and the priority issue they will be looking at is just how CT can make use of rate structures to address this.

Changing a rate structure would take time.

The proposed discount rate is nothing but a quick fix.

What is being called an economic development rate is really just the same discounts as in the past, and is a symptom of a larger problem. We are making no progress toward a long term solution based on sound economic principles.

Why choose these particular thresholds? Is there an analysis of what the best threshold is to optimize revenue for the MDC or an arbitrary number kicked around, guessing what might work?

This too is a symptom of the larger problem. Decisions about rates, discounts and other financial decisions need to be rooted in fact through an analysis of the issues.

Perhaps because discounts didn't fly in the past, commissioners thought they could call it something else and the public wouldn't notice. Commissioners are so bound to believing this is the solution to our problems rationalizations are created that I think some truly believe.

One is that this is an economic development rate just like the ones used by every other water utility in the state. But we know that's not true because a real economic development rate is time limited, it doesn't go on and on, it doesn't change arbitrarily from year to year to benefit one customer over another.

Rather an economic development rate is for significant development, one that can bring good jobs to the area regardless of whether they are a mega user of water or not.

The MDC has on its legislative agenda a change to the Charter for the creation of an authority to run a storm water sewer service (with towns approval). Yet there is no ask for a Charter change that would allow for the creation of a real economic development rate

In case there is any question as to the purpose of these discounts, this is a quote from our CEO, Scott Jellison from the last Water Bureau meeting on Jan. 15, 2020:

"We know large water users, and we have one and we all know it's Niagara, has built out infrastructure to do X, which is 1.8 million gallons of water a day. They are not there, they are using much less. The answer to why, we don't know, is it market, is it, whatever it might be, the question is, if it's associated with the water rate and/or the CW surcharge, which is a major component to expense, then obviously this would benefit and we would see them use more water."

Do we need to say anything more about who benefits from this proposed rate?

Another rationalization for this rate is that it will bring new businesses to the area. But do we know if these rates, designed for Niagara, would really attract any other kind of industry?

I heard the idea tossed around that maybe a water intensive candy manufacturer would be interested in locating here. But they make a product, they don't produce drinking water in bars covered by candy wrappers. Even if they could meet the threshold, would the ratio between water consumed and water discharged be enough to attract them?

Another part of the problem leading to escalating water rates is failure to plan ahead. It results in costs we can't afford.

For example, last year during the budget making process commissioners were made aware that a judgment for a class action suit would likely come down during 2020 and it was estimated this could be as great as \$10 million or more and could need to

paid quickly. There was discussion about 2 ways this could be built into the budget. In the end the decision was not to budget for this at all. Now a settlement seems to have been reached, less than what was originally feared and would not have to be paid for all at once. However, it still will be likely that during 2020, an estimated \$2 million may be lost in water revenue that was not budgeted for.

Do discounts represent a way MDC believes it can raise revenue fast when it runs into a problem?

For 2 years lobbyists and attorneys were paid to fight the inclusion of the words “public trust” in the state water plan, only to have it adopted without any changes to the original wording. That’s a lot of time and money to accomplish nothing. That’s a lot of customer money wasted. Is this good stewardship of customer’s money?

Good things have been done to help cut expenses, the decommissioning of the hydro at Colebrook is one example. And the agreement with unions for new multi tasking is another. It’s resulting in a decrease in the workforce. Those are union jobs. What about non-union and administrative positions? Are those decreasing as well? Union workers are paid well and they deserve it. Their pension plan has been a struggle to keep in check. What does the payroll for our administrative staff look like, what does their retirement plan look like?

We do need high quality people leading the MDC and that means paying well. Let’s make sure that what is needed to carry out the immense challenges we face are reflected in the talents of the people we employ.

When the MDC was asked to find ways to bring the water rates down, you came up with cuts to recreational programs. Why was the budget for administration not touched? I just don’t believe the COLA increases are justified. I don’t believe we can say that if they didn’t get those increases they would have problems paying their water bills. I don’t believe that any would quit because of not getting that increase. I don’t understand what “longevity pay” is except an automatic raise, perhaps built into an employment contract. Raises should be based on performance. I don’t believe that all that money budgeted for conferences, professional dues and memberships, publications and the like are absolutely needed. And I really don’t believe the MDC needs that many attorneys and consultants.

Discounts for Niagara have been rejected over the past 4 years because of public pressure. Why would this year be any different? Did commissioners really think a name change would make a difference?

In a nut shell, commissioners have been told, “we have to incentivize people to use more water while convincing people we are for conservation”. That’s not possible. You can’t give me an apple and try to convince me it’s an orange. It’s far from transparent. It’s not a solution. It makes people angry. We know an apple when we see one. We know you can’t fool anybody by putting the label of “economic development rates” onto discounts for one customer only. A discount is a discount whatever label is put on it.

Judy Allen
West Hartford

Valerie Rossetti of Bloomfield spoke in opposition of the economic development rate and submitted the following written comments:

MDC Board members and Commissioners:

I am speaking in opposition- once again- to the proposal to institute an “economic development” rate, which would offer a 20% discount on water use through a single meter of over 600,000 gallons/day. Members of Save Our Water CT are actually sympathetic to the challenges the MDC faces in dealing with its aging infrastructure, its declining water use and its mandate to clean up its sewage overflows. We wish there could be more constructive ways and broader thinking about meeting these challenges. It’s painfully clear that this “economic development rate” - a new name for Niagara discounts- will not solve these problems. Nor will it elicit good will from its residential customers who are bearing the burdens of recent significant rate increases. There is first of all an issue with the validity of this purported “economic development rate”. Is MDC authorized in its charter to be engaged in economic

development? Is it actually authorized to deviate from uniform rates? A **true** economic development rate would apply to more than one industry and would be time-limited, as is the case with South Central Regional Water Authority. See the information from their website at the bottom of this comment. Next, even an increase of water use by Niagara by 500,000 or 1M gallons/day represents a **minor percentage** of MDC's 48M gallons/day output. Will Niagara actually increase its water use? The MDC could stand to LOSE money if it doesn't. In the recent past MDC officials have loudly proclaimed "We don't speak with Niagara". Has that now changed? Can we actually receive a direct answer today over how many lines Niagara is running, how much water they are using, whether discussions with them have been had, and whether deals are in the works for other bottling corporations in MDC territory? Has there been any detailed financial analysis for the impact of these discounts on residential rates or the town's ad valorem? Years of rate increases are predicted by the MDC. Is this one action going to stabilize this situation? Have the MDC Commissioners actually consulted their towns? Have other rate structures been analyzed? Seasonal rates? Inclining block rates with protection for the poorest MDC customers using only basic household needs? Is there any protection for situations of severe drought? Both MDC and Niagara lobbied furiously against regulations limiting water extraction and transport out of the watershed during drought. Niagara in fact sued Groveland, FL when it asked them to temporarily cut back water use. We blithely assume the MDC will **ALWAYS** have enough water. But no one really knows anymore, especially as the MDC may be called upon to provide water to other CT communities during drought or provide water to those with PFAS contamination. Finally, a declining block rate structure as proposed, stands in direct contradiction to our current state water plan and a philosophy of environmental sustainability. In the words of a state legislator upon hearing of Round Three of "Niagara" discounts: "**They're asking for more regulation**".

South Central Regional Water Authority "Economic Development Rate":

To further water as an asset and driver of economic growth for our region and the state, we offer an economic development rate as an incentive to encourage **new*** commercial and industrial customers in our service area that are significantly expanding operations. We also assist distressed businesses contemplating closing by assessing the customer at 80 percent of applicable water rates for the **first five years of occupancy**. Rates are subject to periodic effects of a general rate increase and/or surcharge. If the customer's period of occupancy is less than five years, we will pro-rate the full rate back to the first date of occupancy. **After the initial five-year period, we will assess the customer its full applicable water rates. To qualify for this economic development rate, customers must use at least 500,000 gallons of water a year.** (<https://www.rwater.com/in-the-community/economic-growth>)

Valerie Rossetti
88 Kenmore Rd
Bloomfield, CT 06002

Tollie Miller Submitted the following written comments:

From: [Tollie Miller](#)
To: [Mirtle, John](#)
Subject: Fwd: Proposed economic development discounts
Date: Monday, February 03, 2020 2:07:56 PM

Dear Mr. Mirtle,

I am writing to oppose creating a large water user discount . The MDC is in financial straits and that needs to be addressed, but NOT by offering a discount that will encourage more large corporations to buy up CT water. Nor will this tactic raise substantial funds for the MDC. We need to look at other ways to raise the money to repair failing infrastructure. NOT hiking rates to individual users (which particularly hurts the folks who can least afford it) or then turning around to offer incentivizing discounts to corporate interests.

I would respectfully suggest that the MDC does a better and deeper financial analysis, with the help of the Consumer Advocate David Silverstone, and the Water Planning Council, who have the big picture of CT water and also an environmental sensibility which the MDC lacks. (I shudder to think of the millions of single use plastic bottles coming out of the Niagara plant each day.)

I also suggest that criteria be developed for MDC commissioners so there are people on the MDC board who bring knowledge and experience to the admittedly difficult issues facing the MDC. These criteria could include engineering, science, financial and environmental acumen. Such a group could come up with wiser, more effective, and fairer policies to address the MDC's future.

Tollie Miller
Bloomfield

APPROVAL OF MINUTES

On motion made by Commissioner Adil and duly seconded, the meeting minutes of January 15, 2020 were approved.

ECONOMIC DEVELOPMENT RATE

To: Water Bureau for Consideration on February 3, 2020

At a meeting of the Water Bureau on January 15, 2020, the Water Bureau recommended to the District Board the passage of an economic development rate for the water used charge (§ W1a) for customers that purchase more than 668ccf of water per day, as averaged over a monthly billing period.

It is RECOMMENDED that it be:

Voted: That the Water Bureau amend its resolution of January 15, 2020 and recommend to the District Board the following:

Resolved: That the District Board approve the following economic development rates for the water used charge (§ W1a)

SEC. W1a WATER USED CHARGE (TREATED WATER)

For customers which do not resell 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</u>	
	\$3.97 per 100 Cubic Feet

The WATER USED CHARGE for such customers subject to § S12x of The Metropolitan District Sewer Ordinances who purchase more than ~~668 802~~ccf of water per day, as averaged over a monthly billing period, as follows:

For each of the first ~~668 802~~ccf of water used per day:

<u>BILLS RENDERED</u>	<u>RATE</u>
<u>MONTHLY</u>	
	\$3.97 per 100 Cubic Feet

For each ccf of water used per day in excess of ~~668 802~~ccf:

<u>BILLS RENDERED</u>	<u>RATE</u>
<u>MONTHLY</u>	
	\$3.18 per 100 Cubic Feet

For customers which, by agreement with the District or otherwise, resell 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</u>	
	\$3.97 per 100 Cubic Feet

Respectfully submitted,



Scott W. Jellison
Chief Executive Officer

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

**REQUEST OF THE STATE OF CT DEPARTMENT OF TRANSPORTATION FOR AN
EASEMENT OVER DISTRICT PROPERTY LOCATED AT INTERSECTION OF ROUTES 318
AND 219 IN BARKHAMSTED**

To: Water Bureau for Consideration on February 3, 2020

After several months of working with the State Department of Transportation (DOT) on the reconfiguration of the intersection of Routes 318 and 219 in Barkhamsted, MDC Water Supply, Real Estate and Engineering staff have reached a tentative agreement with DOT regarding easements over MDC property necessary to complete the reconfiguration. Those easements are set forth in the easement map attached hereto as Exhibit A.

In summary, the easements and associated values are shown below. Please note the valuations assigned by DOT are consistent with MDC valuation for similar easements it acquires for infrastructure improvements on private property.

1. Defined Easement for Highway Purposes - \$2,984.00 for 10,469 sq. ft. equals \$0.29 per sq. ft. or \$12,632.40 per acre (marked in red on attached map)
2. Defined Sightline Easement - \$2,241.00 for 9,958 sq. ft. equals \$0.23 per sq. ft. or \$9,801 per acre (marked in red on attached map)
3. Drainage R-O-W - \$570.00 for 2,532 sq. ft. equals same as sightline (marked in blue on attached map)
4. Easement to Slope \$891.00 for 14,843 sq. ft. equals .06 per sq. ft. or \$2,613.00 per acre (marked in green on attached map)

In addition to the monetary consideration for the easements, DOT has agreed to construct, at its costs, for MDC access to "Bill's Brook", a water overflow area owned and used by the MDC.

It is RECOMMENDED that it be:

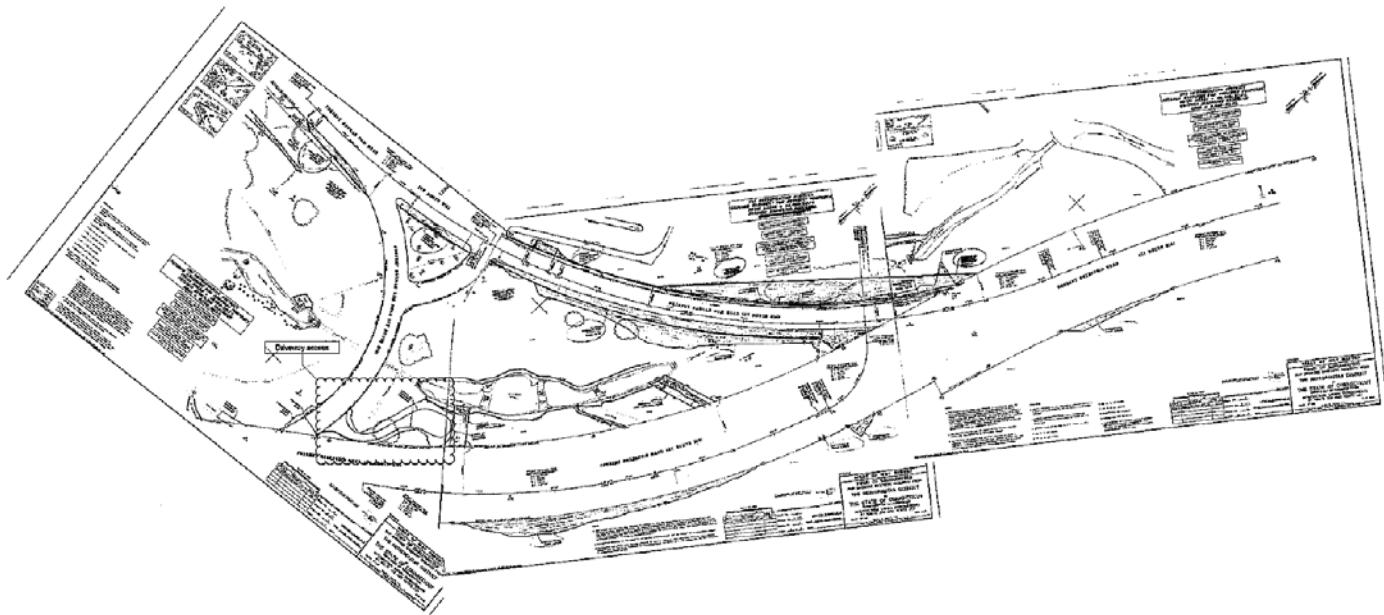
Voted: That the Water Bureau recommends to the District Board the following:

Resolved: That the Metropolitan Water Bureau recommends to the District Board that the Board authorize the Chairman, or his designee, to execute any and all documents, in form and substance approved by District Counsel, reasonable necessary to convey, for the consideration stated above, the described easements to the DOT, and ensure the completion by DOT of those improvements that provide better access for the MDC to its property containing "Bill's Brook", all as shown on the attached map.

Respectfully submitted,



Scott W. Jellison
Chief Executive Officer



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

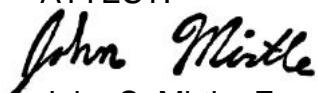
OPPORTUNITY FOR GENERAL PUBLIC COMMENT

Judy Allen of West Hartford spoke regarding MDC public image and the upcoming public hearing on the economic development rate.

ADJOURNMENT

The meeting was adjourned at 4:54 PM

ATTEST:



John S. Mirtle, Esq.
District Clerk

April 28, 2020

Date of Approval

**THE WATER BUREAU
SPECIAL MEETING**

555 Main Street, Hartford
Telephonic Only Meeting
Tuesday, April 28, 2020

Present: Commissioners Andrew Adil, Peter Gardow, Denise Hall, Georgiana Holloway, Gary LeBeau, Jacqueline Mandyck, Dominic Pane, Pasquale J. Salemi, Raymond Sweezy, Alvin Taylor and District Chairman William A. DiBella (11)

Absent: Commissioners Avery Buell, Daniel Camilliere, David Ionno and Special Representative Michael Carrier (4)

Also

Present: Commissioner Donald Currey
Commissioner Allen Hoffman
Commissioner Bhupen Patel
Scott W. Jellison, Chief Executive Officer
Christopher Stone, District Counsel
Carl Nasto, Assistant District Counsel
John S. Mirtle, District Clerk
Christopher Levesque, Chief Operating Officer
Susan Negrelli, Director of Engineering
Robert Schwarm, Director of Information Technology
Michael Curley, Manager of Technical Services
Allen King, Real Estate Administrator
Carrie Blardo, Assistant to the Chief Operating Officer
Victoria S. Escoriza, Executive Assistant
Julie Price, Professional Level Trainee
David Silverstone, Consumer Advocate

CALL TO ORDER

Chairman Sweezy called the meeting to order at 12:04 PM

In accordance with Governor Lamont's Executive Order #7B, this meeting was telephonic only.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

Attorney Elizabeth Smith spoke regarding agenda item #4, the Rescission of Encroachment Approval for 594 Albany Turnpike in Canton, CT and provided the following written letter.



CityPlace II, 185 Asylum Street | Suite 810
Hartford, Connecticut 06103
Tel 860-740-1355 | Fax 860-740-1304

Writer's Direct Dial:

ELIZABETH M. SMITH
860-740-1358
ESmith@fordharrison.com

March 25, 2020

VIA E-MAIL TO: JMIRTLE@THEMDC.COM

John S. Mirtle, Esq.
Assistant District Counsel/District Clerk
The Metropolitan District Commission
555 Main Street
P.O. Box 800
Hartford, CT 06147

Re: [Proposed March 25, 2020 Water Bureau Resolution, 894 Albany Turnpike, Canton, CT](#)

Dear Mr. Mirtle:

This is to acknowledge receipt of your letter dated March 20, 2020, addressed to me as counsel for David and Jacqueline Mott (the "Property Owners") in the above-referenced matter. Before responding to your letter, please note that the contact information you have for me is incorrect. As of August 2019, I have been working at the firm of Ford Harrison LLP. My correct contact information is contained in this letterhead, and in the email transmitting this letter. Please also ensure that you copy my co-counsel, Joseph M. Mott, on all correspondence related to this matter.

We would also ask that you provide a copy of this letter and attachment to the Water Bureau for its consideration prior to any vote on the proposed resolution. As set forth more fully below, the Property Owners submit that the Water Bureau's proposed "rescission" of its prior authorization for the Property Owners to install underground utilities across the MDC's easement at 894 Albany Turnpike, Canton CT (the "Property") is Improper and Invalid for at least three reasons.

First, the resolution is the subject of pending court proceedings captioned *MDC v. David B. Mott, et al.*, Docket No. HHD-CV17-6074833-S (the "Action"). The principal issue in the Action is precisely the subject of the proposed resolution you sent, i.e., the right of the MDC to unilaterally force a written modification of the applicable easement agreement upon the Property Owners through the MDC's use of the self-styled "Encroachment Agreement." As such, any attempt to usurp an issue that is presently pending before the Superior Court exceeds the scope of the Water Bureau's and the MDC's authority and has no legal effect. The issue can only be resolved either by Court ruling or by a settlement agreement by the parties.

Second, the proposed rescission by the Water Bureau would constitute a breach of the Interim Settlement Agreement entered into between parties to the Action on February 16, 2017 (the "Agreement") (copy enclosed). Specifically, Paragraph 2 of the Agreement specified that "[t]he Mott Defendants and other Defendants may resume construction-related activities concerning the [Property] immediately, including excavation and the installation of the utility

lines/conduits and a paved driveway ...” (Emphasis added.) The authorization to proceed with the installation was contingent upon certain criteria required by the MDC and outlined in subparagraphs 2(a)-2(c), all of which the Property Owners satisfied.¹ Further, the Agreement provided in Paragraph 3 that “[n]o Encroachment Agreement will be signed or required at this time and no recording will be made in the land records regarding any of the improvements/utilities located in the right-of-way at this time, but the Plaintiff reserves its right to seek that relief in the future.” (Emphasis added.) Accordingly, the plain language of the Agreement indicates that any relief the Water Bureau/MDC should wish to pursue regarding the signing of an Encroachment Agreement must be done within the pending Action. The Water Bureau and the MDC are not at liberty to disregard the Court proceedings or the obligations agreed to under in the Agreement. Additionally, it should be noted that the Agreement was entered as an Order of the Court, Berger, J. (Dkt. Entry 106.00), and any attempt by the Water Bureau/MDC to act contrary to that Order by retroactively “rescinding” their authorization of the installation of utilities would constitute contempt of that Order.

Third, the proposed rescission would be improper because the asserted basis for the resolution is not factually or legally correct, i.e., a purported “encroachment” on the MDC’s “right-of-way.”² The Court filings and the land records demonstrate that the MDC has mischaracterized the area as a “right-of-way,” when in fact the MDC only has an easement across the Property. An easement is far different than a right-of-way under Connecticut property law and does not grant the MDC an ownership interest in the Property. Because the MDC has no ownership interest in the subject strip of land it has no legal authority to restrict or interfere with the underlying right of the Property Owners to use their land in accordance with the rights enjoyed by all similarly situated residential property owners, provided that the use does not unreasonably interfere with the rights of the MDC under the easement grant.

The MDC’s continued efforts to interfere with the Property Owners’ rights to enjoy their property is a violation of the limited use privilege it enjoys under the terms of the easement grant. In addition, providing a false and misleading narrative of the alleged “facts” as set forth in the draft resolution constitutes bad faith. Two notable examples of misrepresentations relied upon to support the Water Bureau’s adoption of the draft resolution you provided are that (1) the Property Owners allegedly proceeded “with construction of the single-family house on the Property in complete disregard of the safety and integrity of the Main” and (2) the Property Owners allegedly failed to work with MDC in good faith to relocate the propane tank to a mutually acceptable location on the Property where it will not pose any threat or danger to the safety or integrity of the [water main].” Neither statement is supported by the facts.

The “complete disregard” comment in the draft resolution is refuted by several salient facts. First, when Property Owners advised the MDC that they were constructing their home and voluntarily provided information to the Water Bureau, the Water Bureau’s staff concluded that: “Staff has reviewed the proposed construction plans and determined that there will be no negative impact on District property or infrastructure.” See Minutes of the Water Bureau

¹ Indeed, MDC officials were present on the Property when the excavation for the propane tank occurred.

² The resolution also inaccurately states that the MDC is pursuing a “quiet title” action against the Property Owners. The MDC has no such claim pending; in fact, it is the Property Owners who have asserted a quiet title action in their counterclaim against the MDC.

Special Meeting of March 7, 2016 (emphasis added). Second, the Property Owners subsequently fully complied with the requirements in Paragraph 2 of the Agreement, including having MDC Inspectors on site at all relevant times, at the Property Owners' sole cost and expense. The Water Bureau's own minutes and the Court record also directly contradict the draft resolution language referencing that the utility was "a one-time encroachment;" and "topsoil excavation." In particular, the topsoil excavation was an express part of the Interim Settlement Agreement and its removal occurred at the end of the construction, as the parties agreed.

With regard to the relocation of the underground propane tank, the MDC has failed to cite to any legal authority that would allow the MDC to object to its location, which is outside of the area of the easement. In addition, it should be noted that the Agreement does not require that the propane tank be relocated. Instead, it merely required that the parties "discuss, in good faith, the potential relocation of the propane tank ... which is currently located outside of the [MDC's] right of way." Agreement, ¶ 5. Given that the propane tank is outside of the MDC's easement, any demand by the MDC that it be relocated would involve a taking of property, for which the MDC would need to provide just compensation under Connecticut eminent domain law.³ See, e.g., *Westchester v. Greenwich*, 227 Conn. 495, 503 (1993) (any "direct and immediate interference with the enjoyment and use of the land" of a property owner entitles the property owner to seek such compensation).

Moreover, the issue regarding the propane tank is controlled by the pending Court proceeding, and the Court's existing jurisdiction over this subject matter preempts the Water Bureau's proposed action to rescind the prior authorization. This is particularly so given that the basis for the proposed revocation action is premised upon the MDC's claim that the Property Owners allegedly breached the Agreement that was entered as an Order in the pending case. The MDC has no evidence to substantiate the assertion, and no such finding has been made by the Court.

Based on the foregoing, we would reiterate that any action by the Water Bureau/MDC to proceed with the proposed rescission as set forth in the draft resolution would be improper and a legal nullity. Proceeding further with the proposed action as outlined in the draft resolution would also constitute a breach of the Agreement and an act of bad faith by the Water Bureau and the MDC.

As always, the Property Owners remain open to discussions in an attempt to resolve these issues, but they should be addressed in the context of the pending lawsuit.

Finally, please be advised that I and the Motts intend to participate in the 4:00 p.m. telephonic meeting of the Water Bureau. Please ensure that the Bureau is provided with a copy of this correspondence prior to that meeting.

Please feel free to contact me if you would like to discuss the matter any further.

³ It also should be noted that the MDC has failed to produce any evidence to support its assertion that the current location of the propane tank "pose[s] a threat or danger to the safety or integrity of the Main."

Very truly yours,

Elizabeth M. Smith

[Elizabeth M. Smith](#)

[Enc.](#)

Cc: [Joseph M. Mott, Esq.](#)
[Carl R. Nasto, Esq.](#)
[Tony E. Jorgensen, Esq.](#)

DOCKET NO. HHD-CV17-6074833-S : SUPERIOR COURT
THE METROPOLITAN DISTRICT : J.D. OF HARTFORD
VS. PLAINTIFF : AT HARTFORD
DAVID B. MOTT, *ET AL.* : FEBRUARY 16, 2017
DEFENDANTS :

AGREEMENT

The above matter is before the Court on the Application for a Preliminary Injunction (the "Application") by the Plaintiff, The Metropolitan District (the "Plaintiff"), and the Objection to the Application by the Defendants, David B. Mott and Jacqueline L. Mott (together, the "Mott Defendants"). The Plaintiff and the Mott Defendants (collectively, the "Parties") have reached an agreement to resolve the pending Application on the terms and conditions set forth below.

1. The Plaintiff will withdraw its Application, *without prejudice*. *QJpm*
2. The Mott Defendants and the other Defendants may resume construction- related activities concerning the Mott Defendants' home at 594 Albany Turnpike, Canton, Connecticut immediately, including excavation, and the installation of the utility lines/conduits and a paved driveway subject to:

- a. The Mott Defendants' adherence to the construction conditions specified by the Plaintiff as set forth in the resolution of March 7, 2016 during the installation/construction period *with coverage limits of \$1 million per occurrence and \$3 million aggregate* *QJpm* except that the only insurance coverage required shall be for General Liability and *with a limit of \$1 million per occurrence* *QJpm* Environmental Pollution Liability and Umbrella Coverage by the Mott Defendants' excavation *QJpm with coverage limits of \$5 million per occurrence* contractor during the period of the utility and driveway installation; and naming the MDC as *an additional insured; and* *QJpm for costs of any kind* *QJpm*

- b. The Mott Defendants agree to indemnify the Plaintiff for any damage to the water *QJpm* *which may result* *QJpm* *main that occurs* *QJpm* during the installation of the utilities and construction of the driveway caused by the Mott Defendants or their contractors, agents, or employees.

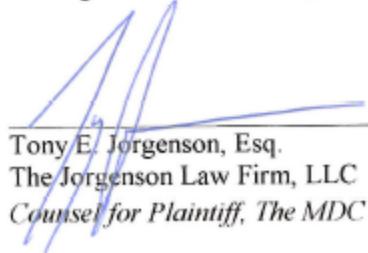
c. The MDC inspector on site shall have the authority to temporarily halt work if in his/her discretion the integrity of the pipeline is threatened. *QJpm*

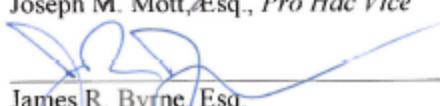
3. No Encroachment Agreement will be signed or required at this time and no recording will be made in the land records regarding any of the improvements/utilities located in the right-of-way, but the Plaintiff reserves its right to seek that relief in the future.

4. The mound of topsoil located on the easement area was placed in that location to limit vehicular traffic over the water main during construction and will be removed by the Mott Defendants and the easement area restored to grade upon completion of construction. *✓ jlm*

5. The Mott Defendants agree to discuss, in good faith, the potential relocation of the propane tank at the Plaintiff's sole cost and expense which is currently located outside of the Plaintiff's right-of-way but in close proximity to the pipeline. However, the relocation of the propane tank is subject to agreement of the Parties and approval by the local permitting authorities including, but not limited to, the Town of Canton and the Farmington Valley Health District and manufacturer recommendations regarding appropriate installation standards.

Agreed to this 16th day of February 2017,


Tony E. Jorgenson, Esq.
The Jorgenson Law Firm, LLC
Counsel for Plaintiff, The MDC


Joseph M. Mott, Esq., *Pro Hac Vice*

James R. Byrne, Esq.
Counsel for Defendants
David B. Mott and Jacqueline L. Mott

APPROVAL OF MINUTES

On motion made by Commissioner Pane and duly seconded, the meeting minutes of February 3, 2020 were approved.

594 ALBANY TURNPIKE (ROUTE 44), CANTON, CT
RESCISSON OF ENCROACHMENT APPROVAL

To: Water Bureau for consideration on April 28, 2020

On March 7, 2016, upon approval and recommendation of the Water Bureau, The Metropolitan District Commission (the “Board”), approved a request by David and Jacqueline Mott (collectively, the “Owners”), who own a certain parcel of land known as 594 Albany Turnpike, Canton, Connecticut (the “Property”), to permanently encroach upon the Barkhamsted-Nepaug Pipeline Right-of-Way, containing an existing 48-inch RCP raw water transmission main (the “Main”), located across private lands (including the Property) south of Albany Turnpike in Canton, Connecticut (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 Property (the “Initial Approval”). As part of this Initial Approval, the Board required that “a formal encroachment agreement shall be executed by the [O]wner[s] and [T]he Metropolitan District, consistent with current practice involving similar requests.” On or about April 14, 2016, MDC staff prepared the encroachment agreement and sent the same to Owners for review and execution.

Notwithstanding the foregoing Initial Approval, Owners refused to execute the encroachment agreement, and instead proceeded, without any notice to the MDC or its staff, with construction of the single-family house on the Property in complete disregard of the safety and integrity of the Main. Such construction included the installation of a 1,000 gallon underground propane tank in a location abutting the southern edge of the Right-of-Way, which tank and its location were not disclosed by Owners either in their encroachment request to MDC or in the site plan or other documents submitted by or on behalf of Owners in connection with such request. As a result of Owners’ above actions, MDC brought an action against Owners in Hartford Superior Court, which included a claim for injunctive relief, and secured a court approved order that permitted a one-time encroachment in the Right-of-Way for the purpose of installing the aforementioned utilities and driveway subject to and in accordance with all the material provisions of the Initial Approval. This order also requires Owners to immediately remove the excavated soils that were stockpiled on the Right-of-Way, and to work with MDC in good faith to relocate the propane tank to a mutually acceptable location on the Property where it will not pose any threat or danger to the safety or integrity of the Main. Please note that this order only resolves the injunctive claim of the action brought by MDC against Owners, and the underlying lawsuit (i.e., a quiet title action) remains intact and is proceeding absent a final settlement. As a result of this order, on April 3, 2017, and upon the approval and recommendation of the Water Bureau, the Board modified its Initial Approval by expressly requiring that the fully executed encroachment agreement be recorded on the Canton Land Records (the “Supplemental Approval,” and the Initial Approval together with the Supplemental Approval are hereinafter collectively referred to as the “Approval”). Despite this order and the Approval, Owners have steadfastly refused to relocate the propane tank or to sign the encroachment agreement containing modifications that are consistent with such order.

In light of the foregoing, Staff is recommending that the Board rescind its Approval.

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 Board hereby rescinds its Approval, effective immediately.

Respectfully submitted,



Scott W. Jellison
Chief Executive Officer

On motion made by District Chairman DiBella and duly seconded, the resolution was adopted by unanimous vote of those present.

WATER SERVICE INSTALLATION PROGRAM

To: Water Bureau for Consideration on April 28, 2020

At the November 18, 2019 Water Bureau meeting, the Bureau approved the Water Service Installation Program to facilitate property owners to repair or install a water service line to their property. The District Board approved the program at its December 16, 2019 meeting. Staff recommends the following modifications to the Water Service Installation program.

IT IS RECOMMENDED THAT IT BE:

VOTED: That the Water Bureau modifies the Water Service Installation Program, and recommends to the District Board approval of the following modified Program:

THE METROPOLITAN DISTRICT'S WATER SERVICE INSTALLATION PROGRAM

Scenario	Water Service Type – Domestic**	Residential or Commercial Services 2" or less***	
		Public Portion (within ROW)	Private Property Portion
1	Existing Service Renewal	District installs at own cost	Property Owner is responsible for actual cost of contractor. District pays contractor and Property Owner repays District over time.

2	New Service Class 1 Water Main – Pay charges when connect	District installs public portion, cost to owner \$150 per foot* with option to roll into connection charges	Property Owner is responsible for actual cost of contractor. District pays contractor, up to a cap, and Property Owner repays District over time.
3	New Layout & Assessment Class 2 (private or community well) – Assessment due upon water main completion	District installs public portion, cost to owner \$150 per foot* with option to roll into assessment	Property Owner is responsible for actual cost of contractor. District pays contractor, up to a cap, and Property Owner repays District over time.

* Prevailing rate for a Water Service Installation Charge as established by Water Bureau

**No fire services to be included

*** Exceptions subject to approval by CEO or designee

Criteria of Water Service Installation Program:

- Residential/Commercial properties requiring a water service of 2" or less abutting an MDC water main. Exceptions to the service size or type would be subject to approval of the Chief Executive Officer or his/her designee.
- Renewals shall be installed for the full length of service pipe.
- Water services must be built to MDC standards.
- Limit of \$10,000 per property for water service installation/renewal for all work in public right-of-way and private property.
- Amount owed by property owner will be paid to District over fifteen or twenty years with same interest rate as water assessments (6%).
- Credit checks performed at District's discretion.
- Contracts and/or price quotes between the property owners and their contractors must be submitted to Utility Services for review to verify the appropriateness of the cost proposal. The District reserves the right to deny any price proposal. Any increase in price of construction must be approved by District in order for property owner to receive increase of District payment to contractor.
- Owner bound to terms of the written contract with Contractor.
- ~~District will issue a two-party check addressed to the property owner and the contractor. The property owner will be required to endorse the check over to the contractor as acceptance of completed work and to pay for the completed work.~~

- The property owner will be required to provide written acceptance of the completed work in order for the District to issue payment to the Contractor. Failure by the property owner to provide written acceptance will not alleviate the property owner's responsibility to pay the Contractor for the completed work.
- A 10% down payment of the cost proposal shall be required from the property. ~~The 10% down payment may be waived at the sole discretion of the Chief Executive Officer or his/her designee.~~
- **Property owner shall indemnify the District for all claims for damages arising out of the work performed at the property.**
- Property owner will repay the District by monthly payments as a separate line item on the water bill.
- Any deposit required by the contractor will be the sole responsibility of the property owner.
- No pre-payment penalties
- Funding to be established with a revolving fund from the Assessable Water Fund. \$250,000 per year for the first 5 years appropriated in fund, plus revenue from principle and interest payments, to establish a self-sustaining fund.

FURTHER

VOTED: That the Controller or Chief Administrative Officer be requested to make tentative allocations for this project pending passage by the District Board, and payment for the same is authorized from the Assessable Water Fund.

Respectfully submitted,



Scott W. Jellison
Chief Executive Officer

Chairman DiBella moved to amend the resolution, as shown above in blue text. The amendment was adopted without objection

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

COMMISSIONERS COMMENTS AND QUESTIONS

Commissioner Currey thanked the Water Bureau for removing the 10% deposit for the Water Service Installation Program.

ADJOURNMENT

The meeting was adjourned at 12:43 PM

ATTEST:



John S. Mirtle, Esq.
District Clerk

June 24, 2020

Date of Approval

THE WATER BUREAU
555 Main Street, Hartford
Wednesday, June 24, 2020

Present: Commissioners Andrew Adil, Peter Gardow, Georgiana Holloway, Gary LeBeau, Jacqueline Mandyck, Dominic Pane, Pasquale J. Salemi, Raymond Sweezy, Alvin Taylor (9)

Absent: Commissioners Avery Buell, Daniel Camilliere, David Ionno and Special Representative Michael Carrier (4)

Also Present: Scott W. Jellison, Chief Executive Officer
Christopher Stone, District Counsel
John S. Mirtle, District Clerk
Christopher Levesque, Chief Operating Officer
Kelly Shane, Chief Administrative Officer
Carrie Blardo, Assistant to the Chief Operating Officer
Victoria S. Escoriza, Executive Assistant
David Silverstone, Consumer Advocate

CALL TO ORDER

Chairman Sweezy called the meeting to order at 4:02 PM

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MINUTES

On motion made by Commissioner Adil and duly seconded, the meeting minutes of April 28, 2020 were approved.

UPDATE ON WATER CONSUMPTION AND BILLING

Scott Jellison, Chief Executive Officer and Kelly Shane, Chief Administrative Officer, led a discussion regarding the water consumption and billing.

UTILITY SHUTOFF MORATORIUM

Scott Jellison, Chief Executive Officer led a discussion regarding the utility shutoff moratorium

LAKE McDONOUGH AND RECREATION

Chris Levesque, Chief Operating Officer, gave a presentation regarding Lake McDonough and recreation at District facilities.

Commissioner LeBeau entered the meeting at 4:35 PM

CROSS CONNECTIONS

Commissioner Adil made a motion to postpone the discussion on cross connections indefinitely.

COLEBROOK RIVER LAKE DAM

Scott Jellison, Chief Executive Officer led a discussion regarding the Colebrook River Lake Dam.

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

No one from the public appeared to be heard.

COMMISSIONERS COMMENTS AND QUESTIONS

None.

ADJOURNMENT

The meeting was adjourned at 5:25 PM

ATTEST:

John S. Mirtle, Esq.
District Clerk

Date of Approval

THE WATER BUREAU
555 Main Street
Hartford, Connecticut 06103
September 30, 2020

Present: Commissioners Andrew Adil, Peter Gardow, Georgiana Holloway, Diane Lewis, Jacqueline Mandyck, Dominic Pane, Raymond Sweezy and District Chairman William DiBella (9)

Absent: Commissioners Avery Buell, Daniel Camilliere, David Ionno, Gary LeBeau, Pasquale J. Salemi, Alvin Taylor and Special Representative Michael Carrier (4)

Also

Present: Commissioner Allen Hoffman
Commissioner Bhupen Patel
Scott W. Jellison, Chief Executive Officer
Christopher Stone, District Counsel
John S. Mirtle, District Clerk
Christopher Levesque, Chief Operating Officer
Susan Negrelli, Director of Engineering
Tom Tyler, Director of Facilities
Carrie Blardo, Assistant to the Chief Operating Officer
Victoria S. Escoriza, Executive Assistant
David Silverstone, Consumer Advocate

NO QUORUM PRESENT

District Clerk John S. Mirtle called the roll and declared that a quorum of the Water Bureau was not present at 4:07 P.M.

DROUGHT TRIGGERS

Christopher Levesque, Chief Operating Officer, gave a presentation on the District's drought triggers.

COLEBROOK RIVER LAKE DAM

Scott Jellison, Chief Executive Officer led a discussion regarding the Colebrook River Lake Dam.

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

Judy Allen of West Hartford commented that it is difficult to understand Commissioners during the meetings.

COMMISSIONERS COMMENTS AND QUESTIONS

Commissioner Sweezy asked about an update on Glastonbury Petitions for water service.

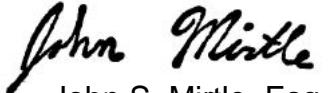
Commissioner Pane asked for a copy of the Colebrook Contract and would like to have a discussion regarding keeping the budget at a 4% increase or lower.

Commissioner Mandyck asked if staff is looking for availability of shovel-ready projects and looking to capture federal infrastructure funds.

ADJOURNMENT

The meeting was adjourned at 4:58 PM

ATTEST:



John S. Mirtle, Esq.
District Clerk

November 17, 2020

Date of Approval

**THE WATER BUREAU
REGULAR MEETING
The Metropolitan District
Remote Meeting
Tuesday, November 17, 2020**

Present: Commissioners Andrew Adil, Avery Buell, Peter Gardow, Georgiana Holloway, David Ionno, Gary LeBeau, Diane Lewis, Jacqueline Mandyck, Dominic Pane, Raymond Sweezy, Pasquale J. Salemi, Alvin Taylor and District Chairman William DiBella (13)

Absent: Commissioners Daniel Camilliere, Jon Petoskey and Special Representative Michael Carrier (3)

Also

Present: Scott W. Jellison, Chief Executive Officer
Christopher Stone, Assistant District Counsel
John S. Mirtle, District Clerk
Christopher Levesque, Chief Operating Officer
Kelly Shane, Chief Administrative Officer
Christopher Martin, Chief Financial Officer
Susan Negrelli, Director of Engineering
Robert Schwarm, Director of Information Technology
Tom Tyler, Director of Facilities
Robert Zaik, Director of Human Resources
Nick Salemi, Communications Administrator
Carrie Blardo, Assistant to the Chief Operating Officer
Victoria S. Escoriza, Executive Assistant
Julie Price, Professional Level Trainee
David Silverstone, Consumer Advocate

CALL TO ORDER

The meeting was called to order by Chairman Sweezy at 4:17 PM

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

Independent Consumer Advocate David Silverstone spoke regarding the water rates.

APPROVAL OF MEETING MINUTES

On motion made by District Chairman DiBella and duly seconded, the meeting minutes of September 30, 2020 were approved.

**EASEMENT OVER MDC PROPERTY
126 RATLUM ROAD, NEW HARTFORD**

To: The Water Bureau for consideration on November 16, 2020

In a letter dated October 19, 2020, Anthony A. Lorenzetti of Loureiro Engineering Associates, Inc., on behalf of Ski Sundown, Inc., has requested two (2) permanent easements from The Metropolitan District (MDC) located on MDC property off of Route 219 in New Hartford, as more particularly described on the attached map and deed recorded at Volume 34, Page 50 of the New Hartford Land Records, to allow for the installation, maintenance and operation of a new water force main and pump station to transport up to 5 MGD of MDC raw water to an existing storage pond on the Ski Sundown property to support existing snow making capabilities and facilitate future expansion plans.

As seen on the attached map, Easement 1 (Pump Station Easement) is located along the west side of the existing 48-inch raw water transmission main and along the northeastern corner of the Reservoir Road (Route 219) and Farmington River Turnpike intersection. Work within this easement will include a connection to the existing MDC 12-inch raw water main, a new water pump station and appurtenances and discharge piping to allow the water main to drain when not in use. The 18-inch water main will cross over the existing 48-inch raw water transmission main in one location (at surface grade), and a protective mat will be placed over the raw water main to allow for transport of materials and equipment (collectively, the "Encroachments").

Easement 2 (Water Line Easement) is 20-feet wide and will contain 2,470 feet of new 18-inch outside diameter HDPE water main. Work within this easement will include tree clearing and the installation of water main, associated valves and appurtenances. The new piping will be installed at a depth of 18 inches where topography allows. In areas of significant rock, the pipe will be installed at grade and covered with soil for protection. A temporary construction easement, 10-feet in width on either side of the permanent easement, will also be needed to accommodate and facilitate installation of the water force main until this installation is complete.

Ski Sundown estimates that it will purchase between 10 to 50 MG of raw water per year (season) for snow making. Ski Sundown is currently using water from its existing storage pond on site, and will continue to use it for 25% to 30% of the needed water supply. Therefore, once construction is completed, 70% of the needed water will be purchased from MDC, or approximately 35 MG per year (46,788.20 ccf). This purchase will generate approximately \$70,000 per year at \$1.50 per ccf. On drier weather years, more raw water will be purchased to make up for the deficit in the pond. Ski Sundown also has plans to potentially expand its facility to twice the size in coming years, therefore doubling the need for purchased raw water and snow making. In this case, revenue could increase up to approximately \$200,000 a year.

The anticipated schedule for the construction is to begin clearing of trees and brush, and installing the pump station, this year. The pipeline is planned to be installed next year.

The rights of access enjoyed by Ski Sundown would be set forth in the easements acceptable to District Counsel as to form and substance. Said easements would include access restrictions, hold harmless and indemnity provisions, and specific reservation of MDC rights to the affected property. Because of the Encroachments, conditions similar to those that MDC would impose in an encroachment agreement have been incorporated into Easement 1 in order to protect the 48-inch raw water transmission line.

Staff recommends that the Water Bureau approve this request and refer the matter to the District Board for its consideration.

It is RECOMMENDED that it be

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

RESOLVED: That the District Board approves the granting of two (2) permanent easements and one (1) temporary construction easement in the areas set forth in the attached map to Ski Sundown, Inc.; said easements to be executed by the District Chairman and approved by District Counsel as to form and substance, provided that such Board approval for each easement, as so executed by the Chairman and approved by District Counsel, is contingent upon Ski Sundown, Inc. executing such easement and the same being recorded on the New Hartford Land Records.

Respectfully submitted,



Scott W. Jellison
Chief Executive Officer



October 19, 2020

The Metropolitan District
Engineering & Planning
555 Main Street
P.O. Box 800
Hartford, Connecticut 06142-0800

Attn: Michael Curley, P.E.
Manager of Technical Services

RE: Easement Request
Ski Sundown Water Line Installation
126 Ratlum Road New Hartford, Connecticut

Dear Mr. Curley:

On behalf of Ski Sundown, Inc. (Applicant), Loureiro Engineering Associates, Inc. has prepared this request for two easements to allow the installation, maintenance and operation of a new water line (force main) and pump station facilities to transport up to 5 MGD (3400 gpm) to existing storage pond and snowmaking facilities located on the property of Ski Sundown Inc.

A Permanent Easement (Easement 1) is predominantly located along the west side of the existing 48-inch raw water transmission main and along the northeastern corner of the Reservoir Road (Route 219) and Farmington River Turnpike intersection. Easement 1 is approximately 18,201 square feet (0.42 AC) in size to accommodate the connection to the existing 12-inch raw water main, new water pump station and appurtenances, protective area, and discharge piping to allow proposed waterline to drain fully when not in use. Easement 2 will contain a new 18-inch (outside diameter) HDPE (plastic) water line (force main) measuring approximately 2266 linear feet in length and contains approximately 915 square feet of discharge area to facilitate draining the watermain when necessary. Easement 2 will initially consist of a Temporary Construction Easement measuring 40-foot wide and encompass approximately 91,317 square feet (± 2.10 AC) in area to allow for tree clearing, watermain installation, and watermain drain valve installation (blow-off assembly). Following completion and approval of the watermain, the property owner has asked for permission for a permanent easement of 20-feet wide to allow continual maintenance and operation of the waterline. Also, due to the proximity of the proposed pump station to the existing 48-inch raw water transmission main within the Easement 1 area, the property owner is requesting permission to encroach upon the existing transmission main to allow installation of the proposed water line and temporary measures to protect the raw water transmission main during construction.

Michael Curley, P.E.
October 19, 2020
Page 2 of 2



The only encroachment would be the placement of the 18-inch watermain over the 48-inch transmission main, and the construction of a protective pad over the 48-inch transmission main to allow the transport of materials and equipment.

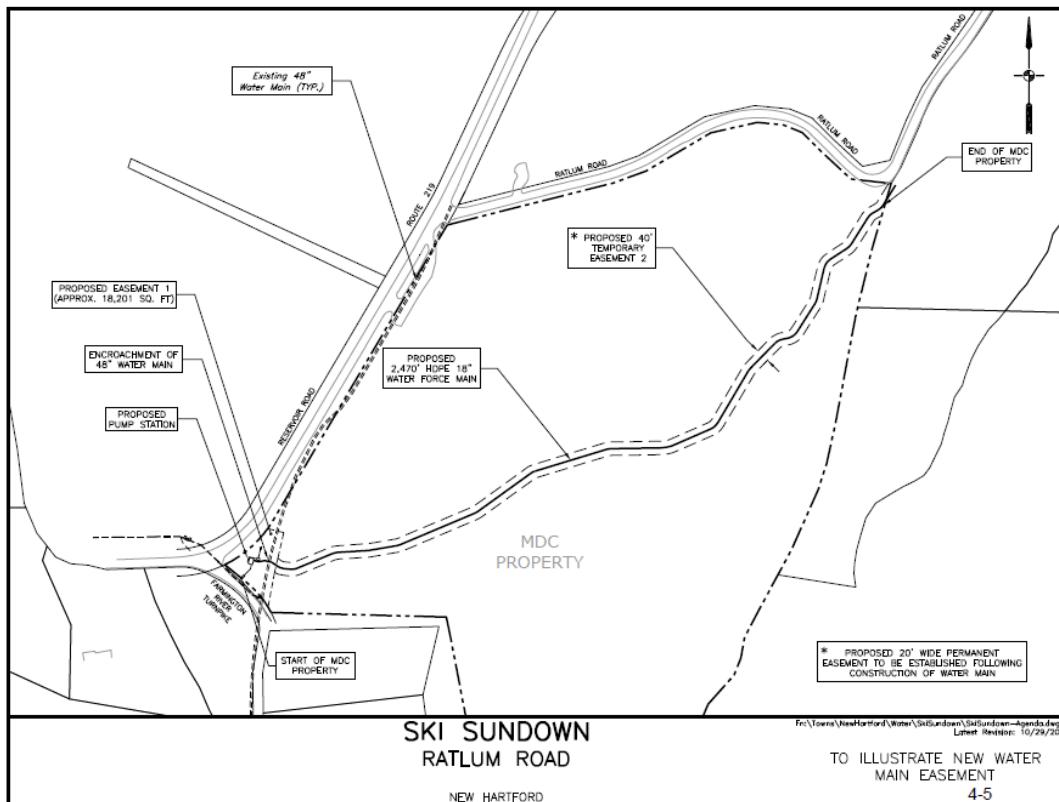
All work will be in accordance with the agreements being developed with the MDC.

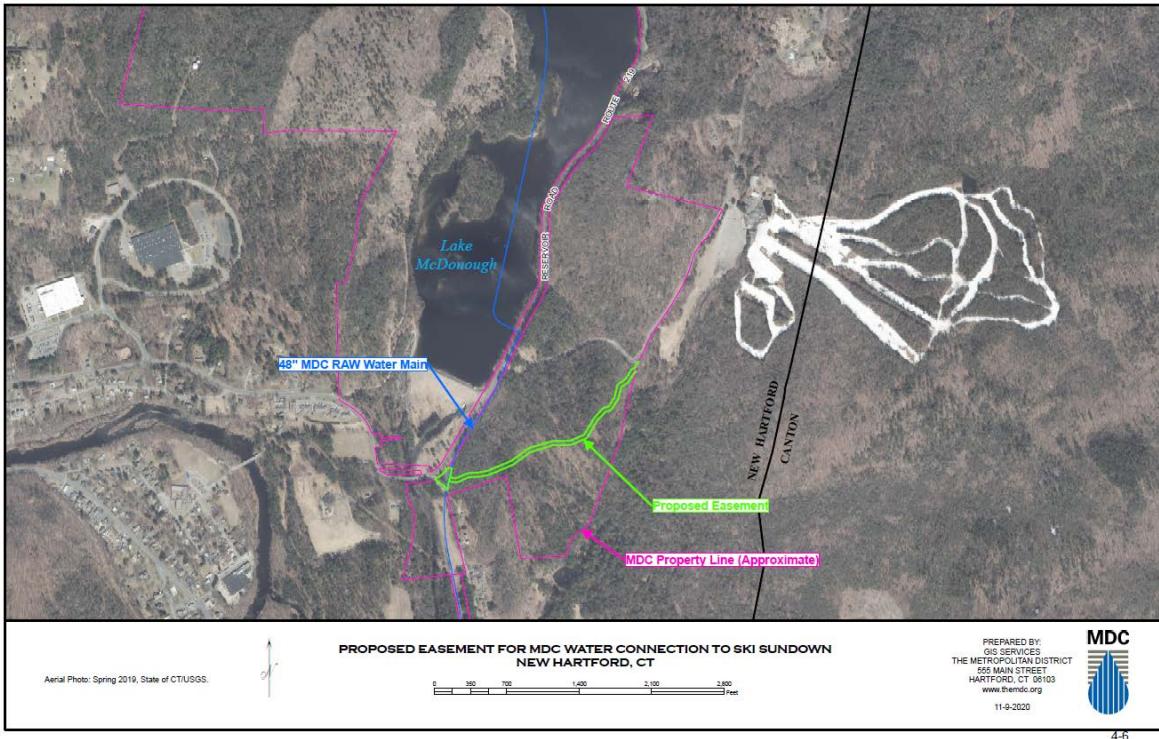
Should you have any questions, please contact me at your earliest convenience at (860) 747-6181.

Sincerely,

LOUREIRO ENGINEERING ASSOCIATES, INC.

Anthony A. Lorenzetti, P.E. BCEE
Senior Project Manager





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

REVISIONS TO DISTRICT WATER RATES

Commissioner Pane made a motion to refer the 2021 proposed water rates to the Board of Finance to reduce the water rate increase to \$0.00. The motion was duly seconded and adopted by majority vote of those present. Commissioner Mandyck Opposed.

REVISIONS TO WATER ASSESSMENT RATES AND MISCELLANEOUS WATER CHARGES

To: Water Bureau for consideration on November 17, 2020

In support of the annual water operating budget, staff is submitting these rates in conjunction with the revisions to the proposed Fiscal Year 2021 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:

It is **RECOMMENDED** that it be

Voted: That the Water Bureau hereby adopts the following schedule of fees effective January 1, 2021:

Water Assessment Rates and Miscellaneous Water Charges

	<u>CURRENT</u>	<u>PROPOSED</u>
<u>Main Pipe Assessment</u>	\$95.00/ft	\$95/ft
<u>Service Pipe Taps</u>		
Domestic (includes spacer and meter costs):		
1" Service Tap with 5/8" Meter	\$690	\$910
1" Service Tap with 3/4" Meter	\$730	\$925
1-1/2" Service Tap with 1" Meter	\$935	\$995
2" Service Tap with 1-1/2" Meter	\$1,400	\$1,890
4" Service Tap with 2" Meter	\$1,450	\$2,000
4" Service Tap with 3" Meter	\$1,580	\$3,640
6" Service Tap with 4" Meter	\$1,780	\$4,190
8" Service Tap with 6" Meter	\$2,400	\$5,970
10" Service Tap with 8" Meter	\$3,370	\$15,850
12" Service Tap with 10" Meter	-	\$18,120
12" Service Tap with 12" Meter	-	\$18,810
<u>Fire Service</u>		
2" Fire Service Tap	\$750	\$750
4" and larger Fire Service Tap	\$550	\$1,100
<u>Hydrants</u>		
Installed after the main	\$11,500	\$11,600
Hydrant Maintenance	\$135	\$140
Hydrant Relocation	\$15,000	\$15,000
	deposit +/- actual	deposit +/-
	cost + overhead	actual
Fire Flow Testing	\$400	\$400
	cost + overhead	
<u>Special Meter Charges and Deposits:</u>		
Hydrant Meters		
Administrative and meter reading fee, including connection and inspection fees + actual water use to be billed	\$1,000	\$1,500
Hydrant Meter Deposit	\$1,500	\$2,000
Replacement of Damaged District Meters		
5/8" meter	\$250	\$360

	<u>CURRENT</u>	<u>PROPOSED</u>
3/4" meter	\$260	\$375
1" meter	\$300	\$445
1-1/2" meter	\$1,000	\$1,140
2" meter	\$1,300	\$1,250
3" meter	\$1,430	\$2,630
4" meter	\$1,700	\$3,180
6" meter	\$2,700	\$4,960
8" meter	\$4,100	\$14,840
10" meter	-	\$17,110
12" meter	-	\$17,800
Hydrant meter assembly	-	\$2,000
Meter box (5/8"- 1")	-	\$1,750
Meter pit (1 – 1/2" and Larger)	-	Actual Cost* + Overhead
Radio transmitter unit	\$200	\$200
Spacer Charges		
5/8", 3/4"	\$160	\$160
1"	\$165	\$165
1-1/2"	\$225	\$225
2" & larger	\$250	\$250
3rd Party Damage to District Infrastructure Repair or Replacement (e.g. public hydrants)	actual cost + overhead	actual cost ¹ + overhead
Lien Release Fee per Lien <i>(includes delinquent account review)</i>	\$90	\$90
Customer Check Returned for Insufficient Funds	\$60	\$60
Water Turn-on after Shut-off for Non-Payment or Ordinance Violation	\$125	\$125
Water Turn-on after Shut-off for Non-Payment or Ordinance Violation (subsequent event in same year)	\$225	\$225

	<u>CURRENT</u>	<u>PROPOSED</u>
Customer Private Property Service Call* <i>e.g. lack of water pressure, leak investigation, customer requested water service off/on, etc.</i>	\$125	\$125

* The charge will be the District's cost of material, labor and equipment used, plus overhead at prevailing rates. In circumstances where this procedure for charging a customer would significantly delay the final billing, the District will use an appropriate estimate of its cost.

**First customer service call is free of charge. The \$125 fee will be charged for subsequent calls within a rolling 12-month time period.*

Inspection Service Calls – After Normal Work Hours and Scheduled Overtime/Emergency Inspections	\$325	\$325
<i>After Normal Work Hours are Monday to Friday 4pm to 8am or holidays/weekends.</i>		
Cross Connection Inspection Fee per building	\$150	\$150
<i>Required by CT Dept. of Public Health. Per DPH regulation, this inspection is required either annually or every five years. The fee will be billed monthly in advance in the amount of either \$2.50 per month (5-year inspection required) or \$12.50 per month (annual inspection required).</i>		
Backflow Device Testing per device	\$90	\$90
<i>Required by CT Dept. of Public Health but customer may hire private contractor to perform test</i>		
Failure to Properly Test/Maintain Backflow Device or Allow Access for Cross Connection Inspection Resulting in CT DPH Violation	\$225	\$225
Administrative Review for Water Services	\$540	\$540
<i>Includes but not limited to the following individual services; availability and capacity analysis, assessment/connection charge calculations, encroachment permits, abandonment of infrastructure, Engineering/Environmental survey and documentation request, new hydrant installation fee by developer or other (per hydrant), bulk water annual registration & activation. The Administrative Review fee shall be paid for each individual service item.</i>		
Bulk Water Truck Convenience Fee	N/A	\$50 per load
<i>Per load fixed fee including administrative, water, equipment maintenance, and inspection.</i>		
Tampering with meter, hydrant or water supply		
First offense	\$500	\$500
Subsequent offenses	\$1,000	\$1,000
Water Service Installation Charge	\$150 per foot	\$150 per foot
<i>MDC will install the customer's water service</i>		

*from the
public water main to the property line.*

Respectfully Submitted,



Scott W. Jellison
Chief Executive Officer

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

FEES FOR RECREATION & REVENUES

Without objection this agenda item was postponed to a future meeting.

COSTS OF WATER MAIN REPLACEMENT

Chris Levesque, Chief Operating Officer, and Susan Negrelli, Director of Engineering, gave a presentation on the costs of water main replacements.

Without objection Commissioner Pane requested to add this item to the next meeting agenda.

BERLIN WATER CONTROL COMMISSION

Ray Jarema of the Berlin Water Control Commissioner spoke regarding historical expenses by the Berlin Water Control Commission that were not invoiced to the District.

Commissioner Pane made a motion to refer this agenda item to the District Board for consideration.

Without objection District Chairman DiBella moved to refer this to the Board of Finance prior to the District Board.

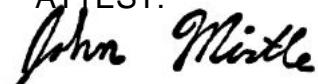
OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

Judy Allen of West Hartford spoke regarding Niagara bottling.

ADJOURNMENT

The meeting was adjourned at 5:33 PM

ATTEST:



John S. Mirtle,
Esq. District Clerk

November 23, 2020

Date of Approval

**THE WATER BUREAU
SPECIAL MEETING
The Metropolitan District
Remote Meeting
Monday, November 23, 2020**

Present: Commissioners Andrew Adil, Avery Buell, Peter Gardow, Georgiana Holloway, David Ionno, Gary LeBeau, Jacqueline Mandyck, Dominic Pane, Raymond Sweezy, Pasquale J. Salemi, Alvin Taylor and District Chairman William DiBella (12)

Absent: Commissioners Daniel Camilliere, Diane Lewis, Jon Petoskey and Special Representative Michael Carrier (4)

Also

Present: Commissioner Allen Hoffman
Commissioner Bhupen Patel
Scott W. Jellison, Chief Executive Officer
Christopher Stone, Assistant District Counsel
John S. Mirtle, District Clerk
Christopher Levesque, Chief Operating Officer
Kelly Shane, Chief Administrative Officer
Christopher Martin, Chief Financial Officer
Susan Negrelli, Director of Engineering
Robert Schwarm, Director of Information Technology
Tom Tyler, Director of Facilities
Robert Zaik, Director of Human Resources
Lisa Remsen, Manager of Budget and Analysis
Nick Salemi, Communications Administrator
Carrie Blardo, Assistant to the Chief Operating Officer
Julie Price, Professional Level Trainee
David Silverstone, Consumer Advocate

CALL TO ORDER

The meeting was called to order by Chairman Sweezy at 4:01 PM

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

No one from the public appeared to be heard.

APPROVAL OF MEETING MINUTES

On motion made by Commissioner Pane and duly seconded, the meeting minutes of November 17, 2020 were approved.

2021 DISTRICT WATER RATES

To: Water Bureau for consideration November 23, 2020

The 2021 budget in support of Water Operations calls for the water use rate to increase to ~~\$4.09~~ **\$4.05** per hundred cubic feet (CCF). The changes will become effective January 1, 2021.

A discussion of several rates that comprise the proposed schedule for 2021 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 \$3.97 per CCF to ~~\$4.09~~ **\$4.05** per CCF.

<u>CURRENT RATE</u>	<u>PROPOSED RATE</u>
\$3.97/100 Cu. ft.	\$4.09 \$4.05 /100 Cu ft.

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. There are no proposed changes to the Customer Service Charge for 2021.

<u>SIZE OF METER</u>	<u>MONTHLY BILLING</u>
5/8"	\$14.98
3/4"	\$14.98
1"	\$14.98
1 1/2"	\$48.60
2"	\$77.80
3"	\$145.89
4"	\$243.55
6"	\$486.07
8"	\$771.16
10"	\$1,777.77
12"	\$1,896.38

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. There are no proposed changes to the surcharge for 2021.

<u>SIZE OF METER</u>	<u>MONTHLY BILLING</u>
5/8"	\$14.98
3/4"	\$14.98
1"	\$14.98
1 1/2"	\$48.60
2"	\$77.80
3"	\$145.89
4"	\$243.55
6"	\$486.07
8"	\$771.16
10"	\$1,777.77
12"	\$1,896.38

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 \$1.50 per hundred cubic feet of consumption. It is recommended that the charge for untreated water remain at the rate of \$1.50 per hundred cubic feet.

Surcharge Outside the Metropolitan District for Capital Improvements

A surcharge is added to the water rate to recover the cost of major capital improvements and/or upgrades such as water main extensions, pump stations, etc. in non-member towns. The surcharge is calculated based on the aggregate hydraulic capacity of each meter size in each non-member town.

Private Fire Protection Charge

Rates for private fire protection are charged to all fire service accounts, including combination services, based on the size of the service connection. Staff recommends monthly service charges for the 1", 2", 3", 4", 6", 8", 10", 12", 16", 20" and 24" meters rates increase to \$5.00, \$22.85, \$33.75, \$60.00, \$135.00, \$240.00, \$375.00, \$540.00, \$960.00, \$1,500.00, \$2,160.00 respectively.

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, 2021, as set forth in the following “REVISIONS TO WATER SUPPLY ORDINANCES.”

Further**Voted:**

That the following rates shall be charged to all customers and appear as a separate line item on customer bills:

1. State of Connecticut Department of Public Health primacy fee of \$0.16 per month

Further**Voted:**

That following the public hearing held on November 16, 2020, as required by Special Act 01-3 adopted by the General Assembly of the State of Connecticut, and Section 2-14 of the Compiled 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 in red and deletions by strikethrough).

REVISIONS TO WATER SUPPLY ORDINANCES W-1 WATER RATES

SEC. W1a WATER USED CHARGE (TREATED WATER)

For customers which do not resell 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</u>	\$3.97 \$4.09 \$4.05 per 100 Cubic Feet

The WATER USED CHARGE for such customers subject to § S12x of The Metropolitan District Sewer Ordinances who purchase more than 802ccf of water per day, as averaged over a monthly billing period, as follows:

For each of the first 802ccf of water used per day:

<u>BILLS RENDERED</u>	<u>RATE</u>
<u>MONTHLY</u>	\$3.97 \$4.09 \$4.05 per 100 Cubic Feet

For each ccf of water used per day in excess of 802ccf:

<u>BILLS RENDERED</u>	<u>RATE</u>
<u>MONTHLY</u>	\$3.18 \$3.30 per 100 Cubic Feet

For customers which, by agreement with the District or otherwise, resell 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</u>	\$3.97 \$4.09 \$4.05 per 100 Cubic Feet

SEC. W1f SURCHARGE OUTSIDE THE METROPOLITAN DISTRICT FOR CAPITAL IMPROVEMENTS

In towns outside the limits of The Metropolitan District for which capital improvements or layout and assessment projects are constructed, in addition to the charges set forth in SEC. W1a, W1b and W1c, there shall be a surcharge on the water rates determined from the size of the meter installed on the premises, as follows:

1. On or before the end of each fiscal year, The Metropolitan District shall determine the actual cost of each capital improvement constructed for each non-member town and the net cost (cost less assessments) of layout and assessment projects constructed for each non-member town. The costs and/or net costs, as applicable, shall be allocated to the towns for which the work was performed and shall be a surcharge on the water rates of the users located in such towns.
2. The annual surcharge to be added to each user's water rate shall equal the total amount of the costs and/or net costs, as applicable, allocated to the town in which such user is located [excluding costs which the town has paid as set forth in Section W1f(3)] amortized over a twenty year period using an interest rate computed by the District which approximates the District's long-term cost of funds for its General Obligation Bond portfolio-multiplied by the percentage of hydraulic capacity of each user's meter size (based on the American Water Works Association meter size capacity) of the aggregate hydraulic capacity of all meters in such town. The surcharge shall be billed in either quarterly or monthly installments, as applicable, commencing with the first bill sent out in the fiscal year succeeding the fiscal year in which the work was performed and continuing over the twenty year period.
3. The District shall, as soon as possible after the completion of each capital improvement project or separate phase thereof, provide to the non-member towns for which a capital improvement was constructed a compilation of the costs associated with the construction of such project(s). If, on or before the end of the District's fiscal year in which such construction was completed, a non-member town agrees to pay and does in fact pay all or a portion of the cost of a capital improvement constructed for such town, then the amount paid by such town shall be deducted from the total amount of costs and/or net costs allocated to such town as described in Section W1f(1) and used to calculate the individual surcharges as set forth in Section W1f(2).

Farmington

<u>SIZE OF METER</u>	<u>MONTHLY BILLING</u>	<u>MONTHLY BILLING</u>
5/8"	\$1.07	\$2.23
1"	\$2.14	\$4.47
1 1/2"	\$4.27	\$8.94
2"	\$80.13	\$167.53
3"	\$186.97	\$390.91
4"	\$320.53	\$670.13
6"	\$427.37	\$893.50
8"	\$1,068.43	\$2,233.76

Glastonbury

<u>SIZE OF METER</u>	<u>MONTHLY BILLING</u>	<u>MONTHLY BILLING</u>
5/8"	\$1.57	\$1.81
3/4"	\$2.35	\$2.71
1"	\$3.13	\$3.62
1 1/2"	\$6.26	\$7.23
2"	\$117.44	\$135.59
3"	\$274.03	\$316.37
4"	\$469.77	\$542.34

South Windsor

<u>SIZE OF METER</u>	<u>MONTHLY BILLING</u>	<u>MONTHLY BILLING</u>
5/8"	\$0.34	\$0.34
3/4"	\$0.67	\$0.51
1"	\$1.01	\$0.67
1 1/2"	\$1.35	\$1.35
2"	\$25.29	\$25.27
3"	\$59.00	\$58.96
4"	\$101.15	\$101.07
6"	\$134.86	\$134.76

Manchester**SIZE OF METER** **MONTHLY BILLING** **MONTHLY BILLING**

5/8"	\$2.43	\$2.89
1"	\$7.29	\$5.78
3"	\$425.28	\$506.04
6"	\$972.07	\$1,156.66

SEC. W6f CHARGES FOR PRIVATE FIRE PROTECTION SERVICE

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

<u>SIZE OF CONNECTION</u>	<u>MONTHLY CHARGE</u>	<u>MONTHLY CHARGE</u>
1"	\$5.00	\$5.00
2"	\$22.85	\$22.85
3"	\$29.74	\$33.75
4"	\$44.64	\$60.00
6"	\$74.88	\$135.00
8"	\$240.00	\$240.00
10"	\$375.00	\$375.00
12" & Larger	\$540.00	\$540.00
16"		\$960.00
20"		\$1,500.00
24"		\$2,160.00

Respectfully Submitted,



Scott W. Jellison
Chief Executive Officer

District Chairman DiBella made a motion to amend the 2021 water rate from the publicly posted proposed rate of \$4.09 to \$4.05 as shown above in redline.

***On motion made by Commissioner Adil and duly seconded,
the resolution, as amended, was adopted by majority vote of
those present.***

Commissioner Salemi exited the meeting at 5:09 PM.

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

No one from the public appeared to be heard.

ADJOURNMENT

The meeting was adjourned at 5:12 PM

ATTEST:



John S. Mirtle,
Esq. District Clerk

January 20, 2021

Date of Approval

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