

**JOURNAL
OF
THE BUREAU OF PUBLIC WORKS
OF
THE METROPOLITAN DISTRICT
COMMISSION**

FOR THE YEAR
2021

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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 BUREAU OF PUBLIC WORKS
2021

RICHARD W. VICINO Chairman, Bureau of Public Works

ALLEN HOFFMAN Vice Chairman, Bureau of Public Works

ANDREW ADIL

ALPHONSE MAROTTA

JOHN AVEDISIAN

DOMINIC PANE

RICHARD BUSH

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JAMES HEALY

CALIXTO TORRES

ALLEN HOFFMAN

RICHARD W. VICINO

BYRON LESTER

JAMES WOULFE

MAUREEN MAGNAN

MINUTES

OF

MEETINGS OF THE BUREAU OF PUBLIC WORKS

HELD IN 2021

**BUREAU OF PUBLIC WORKS
SPECIAL MEETING**

Remote Meeting
Wednesday, January 20, 2021

Present: Commissioners Andrew Adil, Richard Bush, Donald Currey, Allen Hoffman, Maureen Magnan, Dominic Pane, Raymond Sweezy, Alvin Taylor, Calixto Torres, James Woulfe and District Chairman William DiBella (11)

Absent: Commissioners John Avedisian, James Healy, Byron Lester, Alphonse Marotta and Richard W. Vicino (5)

Also

Present: Commissioner Christian Hoheb
Commissioner Jacqueline Mandyck
Scott W. Jellison, Chief Executive 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
Christopher Martin, Chief Financial Officer
Sue Negrelli, Director of Engineering
Robert Schwarm, Director of Information Technology
Tom Tyler, Director of Facilities
Michael Curley, Manager of Technical Services
Allen King, Real Estate Administrator
Jennifer Ottalagana, Senior Project Manager
Jason Waterbury, Senior Project Manager
Nick Salemi, Communications Administrator
Carrie Blardo, Assistant to the Chief Operating Officer
Victoria S. Escoriza, Executive Assistant
Julie Price, Professional Level Trainee
David Silverstone, Independent Consumer Advocate

CALL TO ORDER

The meeting was called to order by Vice Chairman Hoffman at 4:00 PM

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

David Silverstone, Independent Consumer Advocate, spoke regarding the presentation for agenda item #6, Long Term Control Plan and Integrated Plan. He requested clarification on page 3 of the presentation regarding who will bear the allocation of costs.

APPROVAL OF MEETING MINUTES

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

**BUREAU OF PUBLIC WORKS
MATTABASSETT SERVICE AGREEMENT**

To : Bureau of Public Works for consideration on January 20, 2021

In December 1973, the Metropolitan District (the “MDC”) entered into an agreement with The Mattabassett District, a public wastewater treatment operator which provides wastewater treatment primarily to four constituent towns, New Britain, Middletown, Cromwell and Berlin, pursuant to which Mattabassett agreed to provide treatment service for wastewater generated by portions of Rocky Hill (Rowley and Colby Street) and Newington. This area is estimated to be approximately 1,400 acres of service area. In February 1976, the MDC amended the existing agreement with Mattabassett, and the parties agreed that an additional 1,500 acres of service area from Rocky Hill would be added (France Street). In addition, the MDC and Mattabassett agreed that the MDC would pay a proportionate share of capital costs that were attributable to the acceptance and treatment of the MDC wastewater as well as operating costs. In May 1985, the agreement was further amended to provide that the MDC would install and own flow meters which would measure more accurately wastewater flow sent from these MDC areas into the Mattabassett system. In 1987, a replacement agreement was prepared which updated the methodologies for calculating both capital costs and operating costs attributable to MDC wastewater flow. The revised formulas were as follows: 1) Capital Costs: *(MDC Reserve Capacity/Plant Capacity) X Mattabassett Capital/Debt Budget*; and 2) Operating Costs: *(MDC Average Daily Flow/Total Plant Flows) X Mattabassett Operating Budget*. The term of the 1987 agreement was twenty (20) years and expired in 2007. To date, this agreement has not been replaced; however, the two parties have continued to operate cooperatively pursuant to its terms. In 2003, in response to a request by Mattabassett to provide projected reserve capacity for MDC wastewater flow, the MDC requested to maintain the then current Reserve Capacity of 1.6 MGD until 2030. For purposes of reference, between 2011 and 2020, the average MDC flow to Mattabassett has been 710,000 gallons per day.

The proposed agreement embodies many of the terms and conditions which the parties have been operating under for the last 30 years, with two significant distinctions in favor of the MDC:

- i) Under the prior agreement, Mattabassett calibrated the flow meters four (4) times per year with the associated costs being borne by the MDC. Under the new agreement, the flow meters will be calibrated, in the ordinary course, one (1) time per year, although Mattabassett has right to perform one additional calibration per year if necessary. The MDC will continue to bear the cost of this calibration; and
- ii) As noted above, the costs that are borne by the MDC are a factor of, among other things, the MDC’s reserve plant capacity of 1.6 MGD, even though this capacity is greater than the MDC needs. Under this proposed agreement, in 2030, the MDC has the right to adjust the reserve capacity, downward or upward, based on actual data that will be provided to Mattabassett by the MDC.

The proposed agreement is scheduled to expire on December 31, 2034; however, it will automatically renew for a five (5) year period unless one of the two parties provides notice of intent to terminate two (2) years prior to scheduled expiration date.

Staff has reviewed the proposed agreement and has determined that approval of the agreement and continued utilization of Mattabassett resources for these geographical areas within the MDC is in the best interests of the MDC.

It is RECOMMENDED that it be:

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

RESOLVED: That the Bureau of Public Works of the Metropolitan District hereby recommends to the Board of Commissioners of the Metropolitan District the approval of a Service Agreement between the Metropolitan District and The Mattabassett District pursuant to which the Metropolitan District may continue to convey to The Mattabassett District wastewater generated in certain defined geographical areas of the Metropolitan District (hereinafter, the "Service Agreement"); and

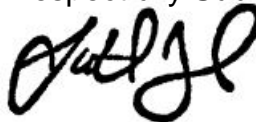
FURTHER RESOLVED:

That the Metropolitan District execute and deliver to The Mattabassett District the Service Agreement in the form attached hereto; and

FURTHER RESOLVED:

That Scott Jellison, as Chief Executive Officer of the Metropolitan District, is authorized and directed to execute and deliver the Service Agreement on behalf of the Metropolitan District and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of the Service Agreement.

Respectfully Submitted,



Scott W. Jellison
Chief Executive Officer

MDC SERVICE AGREEMENT 2020

This Service Agreement ("Agreement") made, entered and effective this day January 1, 2021, 2020, (the "Effective Date") by and between **The Mattabassett District** (hereinafter referred to as "Mattabassett" or "District"), a municipal corporation and political subdivision created by special act of the Connecticut General Assembly and an adopted Charter with a principal address of 245 Main Street, Cromwell, Connecticut, 06416 , and **The Metropolitan District** (hereinafter referred to as the "MDC"), a specially chartered municipal corporation created by special act of the Connecticut General Assembly with a principal address of 555 Main Street, Hartford, Connecticut 06142, both public entities organized and existing under the laws of the State of Connecticut.

WITNESSETH:

WHEREAS, Mattabassett owns and operates a sewage system, including a Trunk Line and a water pollution control treatment plant, serving primarily the Cities of New Britain and Middletown and the Towns of Berlin and Cromwell;

WHEREAS, Mattabassett is authorized by its Charter to contract with any municipality or municipal sewage authority for the receipt, treatment and disposal of Acceptable Sewage and Acceptable Industrial Waste originating within or without the Cities of New Britain and Middletown and the Towns of Berlin and Cromwell;

WHEREAS, MDC operates a sewage system serving municipalities in the Hartford area, including the Towns of Rocky Hill and Newington;

WHEREAS, there exists a certain geographic area within the Towns of Newington and Rocky Hill, adjacent to the geographic area of Mattabassett which can be conveniently served by sewers or drains connecting and discharging into the Mattabassett sewerage system;

WHEREAS, the MDC geographic area which can be conveniently served and which Mattabassett presently serves is described in Exhibit A attached hereto and made part hereof (hereinafter called the "Service Area"); and

WHEREAS, MDC is authorized by the laws of the State of Connecticut to enter into contracts to procure services provided by other sewerage facilities;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties do hereby covenant and agree as follows:

ARTICLE 1**DEFINITIONS**

Section 101. Definitions. As used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the words and terms listed in this section shall have the

following meanings:

“Acceptable Industrial Waste” means solid or liquid waste that meets the criteria set forth in Mattabassett’s Rules and Regulations appended as Exhibit B.

“Acceptable Sewage” means sewage that meets the criteria set forth in Mattabassett’s Rules and Regulations appended as Exhibit B.

“Calendar Year” means the twelve consecutive month period starting on the 1st day of January through the 31st day of December.

“Capital Charges or Capital and Debt Service Charge” means and includes the annual costs set forth in Part A of Exhibit C attached and incorporated herein.

“Contract Year” means the twelve consecutive month period commencing at 12:01 a.m., prevailing time, on July 1 of each year, except that the first Contract Year shall begin on the Effective Date of this Agreement, and ending at 12:00 p.m., prevailing time, on the following June 30.

“DEEP” means the Connecticut Department of Energy and Environmental Protection which is an agency of the state of Connecticut.

“Effective Date” means the date stated in the Preamble when this Agreement becomes effective.

“EPA” means and refers to the U.S Environmental Protection Agency which is an agency of the United States government.

“Government Grant in Aid” means and is limited to a direct payment or services of direct payments by the federal or state government to Mattabassett to reduce or defray the capital costs to Mattabassett of any plant facility modification, plant upgrade, improvement, expansion or renovation which Mattabassett need not repay to the federal or state government donor.

“MGD” means a million gallons per day.

“Net Operating Costs” means the total annual cost of operating and maintaining Mattabassett’s plant and system.

“Plant Capacity” means the present total ability of the Mattabassett plant facility to handle and process sewerage and treat water in accordance with average daily flows identified in the NPDES permit.

“Present Plant” means Mattabassett’s present sewage and water pollution control treatment facility in operation as the Effective Date.

“Replacement Plant” means Mattabassett’s sewage and water pollution control treatment facility if expanded, updated, remodeled, or modified in the future after the Effective Date hereof.

“Reserved Plant Share” means the percentage of the total capacity of the Replacement Plant reserved for any consumer of Mattabassett plant services, including MDC, as calculated pursuant to Part A of Exhibit C of this Agreement attached hereto and incorporated herein.

“Service Area” means the geographic area covered by MDC to be served by Mattabassett under this Agreement, more fully described in Exhibit A attached hereto and incorporated herein.

“Service Charge” means the annual dollar amount due Mattabassett pursuant to this Agreement to pay MDC’s fair proportionate share of the Net Operating Costs, which amount will be calculated as set forth in Part B of Exhibit C attached hereto and incorporated herein, AND MDC’s Capital and Debt Service Charge calculated as set forth in Part A of Exhibit C.

“Trunk Line” means Mattabassett’s present trunk line connected to the plant and in operation as of the Effective Date.

ARTICLE II

SERVICES

Section 201. Services. Mattabassett will provide sewerage service for the receipt, treatment, conveying and disposal of Acceptable Sewage and Acceptable Industrial Wastes originating within and only within the Service Area (“Services”).

Section 202. Allocated Flow. The allocated average daily flow from the Service Area to Mattabassett shall not exceed 1.6 million gallons per day (MGD). Average daily flow shall be measured and determined by Mattabassett in accordance with common industry practice.

Section 203. Expansion of Services. Neither the Service Area nor the allocated average daily flow set forth in Section 202 shall be expanded, increased or enlarged without the prior consent of Mattabassett in writing and approved by its Board of Directors in accordance with its Charter.

Section 204. Change in Service Area. Upon any change in the designated municipal zone, population density, increased sewer usage demand or change in local zoning regulations covering all or any part of the Service Area, which change will substantially increase the amount or nature of the flow of sewage or waste above the allocated flow, this Agreement will, at the option of either of the parties hereto, be subject to review and renegotiation with reference to MDC’s allocated average daily flow and the costs chargeable to MDC for sewage services; provided, however, that approval of any increase in use and change in reserved plant share shall be and remain within the sole discretion of Mattabassett.

ARTICLE III

REQUIREMENTS REGARDING SEWAGE OR WASTE

Section 301. Requirements Regarding Sewage or Waste. It is understood by MDC that Mattabassett

cannot accept any sewage or waste that contains substances that Mattabassett is not properly equipped to remove or the acceptance of which will violate the various permits under which Mattabassett operates. Therefore, Mattabassett will not accept any sewage or waste which violates any of the prohibitions and restrictions set forth in federal or state statute or, EPA/DEEP regulation, DEEP rules and Section II of the Rules and Regulations of the Mattabassett District attached hereto as Exhibit B and incorporated herein, and as such Rules and Regulations may from time to time be amended by Mattabassett to conform to the express purpose and intent of this Section 301. A copy of Mattabassett NPDES Permit shall be provided to MDC on request.

Section 302. Failure to Comply with Requirements Regarding Sewage or Waste.

If MDC introduces, conveys, attempts to deliver or otherwise discharges or releases unacceptable sewage or waste into the Mattabassett Trunk Line or system, MDC shall be responsible for reimbursing Mattabassett for all cost of clean-up incurred, repair of damage to the Trunk Line and equipment and for the costs of any shutdown or interruption in operation and any fines and all other related expenses incurred by Mattabassett as a result of such conveyance, attempted conveyance, release and discharge. If MDC continues to discharge such unacceptable sewage or waste for more than sixty (60) days after written notice has been provided by Mattabassett, Mattabassett may terminate its services under this Agreement and MDC shall remain liable and responsible to pay for and fully and timely rectify, repair, and, remediate all injury, harm and loss to Mattabassett.

If Mattabassett terminates Services, MDC shall not, except for future established Capital Charges, be relieved of its obligations, pursuant to this Agreement and to the Rules and Regulations of Mattabassett, and except also, as provided in Section 602. MDC may request Mattabassett to reinstate services under this Agreement, provided that, before resumption of any services, all such discharge violations shall have been eliminated and corrected by MDC and that all Rules and Regulations of Mattabassett and the articles of this Agreement are being complied with to the full satisfaction of Mattabassett.

ARTICLE IV

METERS

Section 401. Installation of Meters. The parties hereto acknowledge that the MDC has installed the requisite meters which meters are acceptable to Mattabassett. To the extent the parties agree that a meter(s) require replacement. MDC will at its own cost and expense promptly install a meter or meters properly calibrated for the purpose of accurately measuring the flow discharge into Mattabassett's system. Title and ownership to all meter housing facilities and appurtenances thereto will be vested in MDC.

Section 402. Maintenance of Meters. MDC will have the financial obligation to maintain, repair or replace all meter(s), housing facilities, and appurtenances thereto. Mattabassett will give written notice to MDC of any and all maintenance, engineering, repairs, or capital expenditures required in connection with the meter(s), housing facilities, and appurtenances deemed reasonably necessary by Mattabassett in order to ensure adequate and accurate flow readings. Any such maintenance, engineering, repairs or capital expenditures not made or performed by MDC within a reasonable

time; however, no later than sixty (60) calendar days after written notice by Mattabassett, may be performed by Mattabassett with its own work force or by outside contractor and the full cost of such work and repair will be promptly reimbursed by MDC within thirty (30) days of receipt of a bill from Mattabassett. Any dispute between the parties concerning maintenance, engineering, repairs, or capital expenditures required by Mattabassett with respect to the meters shall be resolved pursuant to Section 901.

Section 403. Meter Reading and Calibration. Mattabassett shall be provided timely and complete access to all meter stations and shall normally read the meters monthly to determine the actual flow being discharged into the Mattabassett system. Mattabassett will have all meters calibrated within a schedule established by it, generally once per year; however, in no event will the meters be calibrated more than twice per year. The cost of calibration will be paid by MDC and a report of the calibration will be submitted to MDC by Mattabassett with the bill for such calibration. Mattabassett will assume full responsibility and cost for reading the meters on a monthly basis.

Section 404. Calculation of Flow During Meter Malfunction. During the period following written notice by Mattabassett to MDC of any meter malfunction and before correction of such malfunction or the resolution of any dispute concerning the correction of such malfunction pursuant to Section 901, Mattabassett will calculate MDC's monthly flow, based on the average monthly metered flow during the previous twelve (12) months.

Section 405 Maintenance of Mattabassett Facilities. Mattabassett will maintain its facilities in accordance with the Mattabassett Charter and Exhibit B.

ARTICLE V

SERVICE CHARGES

Section 501. Service Charges. In consideration of the Services described in Section 201, MDC annually on July 1 or within thirty (30) days thereafter will pay to Mattabassett, the Service Charge for the upcoming Contract Year, together with the amount of any shortfall from the previous Contract Year or reduced by any credit due from the previous Contract Year. MDC's Service Charge, based on available information which will at all times remain subject to revision and will be computed and assessed as provided in Exhibit C. The amount of the service charge shall be provided to the MDC as soon as practicable, before July 1st in which such payment is due. A reasonable effort will be made to provide an estimate of the service charges prior to February 1st of the same calendar year. At the time the Service Charge is given to the MDC, Mattabassett shall provide to the MDC, spreadsheet data and figures utilized by Mattabassett in calculating the Service Charge.

Section 502. Operating Cost Surcharge for Exceeding Allocation Flow. Operating costs chargeable to MDC for all flows exceeding the allocated 1.6 MGD will be computed at 150% of the charge for treating MDC flow up to 1.6 MGD. This surcharge will be computed at the close of the Contract Year. Notice that the flow exceeded 1.6 MGD shall be given to MDC as soon as reasonably discovered. For example: If MDC annual flows are equal to 2.0 MGD then the surcharge shall be

computed based on one hundred fifty (150%) percent greater than the charge for flows up to 1.6 MGD. In such case the surcharge formula shall be (Dollar amount (\$) charged for 1.6 MGD multiplied (x) by 150%) multiplied by the fraction $[2.0\text{MGD}-1.6\text{MGD}]/1.6\text{MGD}] = 150\%$ times 0.25 equals 37.5% of the dollar charge.

Section 503. Failure to Pay Bill. Any bill submitted under this Agreement by Mattabassett to MDC which remains unpaid after thirty (30) calendar days from the date of its submission shall bear interest at the rate of one (1%) percent per month commencing on the thirty-first (31st) day. If the thirtieth (30th) day is a Sunday or holiday, the next following business day shall be the last day on which payment may be made without the addition of the delayed payment charge. MDC may dispute any such bill submitted by Mattabassett according to provisions set forth in Article IX – Dispute Resolution. Mattabassett may, whenever any amount due remains unpaid after the thirtieth (30th) day following the original due date, provided at least thirty (30) days advance written notice has been given, discontinue receiving and accepting sewage and waste from MDC until such bill and any later payments which have become due are paid in full with all accrued interest. No such discontinuance shall relieve MDC of its obligation pursuant to Section A of Exhibit C except as provided in Section 602.

ARTICLE VI

FUTURE CAPITAL CHARGES

Section 601. Future Capital Charges. MDC will pay the full cost and expense of modifying, renovating improving, upgrading, enlarging or expanding the Mattabassett system, or any part thereof, to the extent such modifications, renovations improvement, upgrade, enlargement or expanding is necessitated solely by the needs of the MDC. MDC will pay a proportionate share of the full cost and expense of modifying, renovating improving, upgrading, enlarging or expanding the Mattabassett system, or any part thereof commenced and undertaken after the Effective Date of this Agreement, which modification, renovation, improvement, upgrade, enlargement or expansion is necessary (1) to ensure compliance by order or decree of the state of Connecticut DEEP or federal EPA impacting MDC; (2) results from legislative amendments to the present statutes and regulations impacting MDC and the construction, operation and maintenance of a water pollution control and sewerage facility in Connecticut or; (3) is otherwise required or necessary for the current or proposed MDC needs which impacts the District as determined solely by the District. Notwithstanding the cost to and the proportionate share to MDC of any such future modification, renovation, improvement, upgrade, enlargement or expansion not necessitated by the needs of MDC shall be assessed and allocated by Mattabassett based on MDC's reserve capacity calculated under Exhibit C Part A. MDC will pay its proportionate share (including the debt service) of upgrading, renovating or improving Mattabassett's System based on MDC's Reserved Plant Share ratio.

Section 602. Review of Share. Mattabassett may review the capital cost formula set forth in Section B of Exhibit C every five years and may, in its reasonable discretion, revise such formula to reflect any increase in Reserved Plant Share. Between December 1, 2028 and January 1, 2029 Mattabassett will request in writing, pursuant to the notice provisions contained herein updated reserve capacity plant share figures from MDC in order for MDC to change its Reserved Plant Share effective January 1, 2030, if MDC so chooses. MDC may not decrease its Reserved Plant Share prior to 2030

unless Mattabassett is able to contract with a substitute user or users with a credit rating (s) at least equal to the credit rating of MDC for MDC's Reserved Plant Share for the remainder of the full fourteen-year term of this Agreement; provided, however, that Mattabassett will have no obligation to seek out or find such substitute user or users. MDC's obligations under Section A of Exhibit C, shall continue based on the current or future Reserved Share for the full fourteen-year term of this Agreement regardless whether MDC uses its Reserved Plant Share, unless a substitute user contracts with Mattabassett as described above.

ARTICLE VII

INDEMNIFICATION

Section 701. Indemnification. To the full extent permitted by law, MDC shall indemnify, save and hold harmless Mattabassett from any and all injury, loss, damages, claims for damage to person and property, judgments, administrative proceedings, costs and expenses in law or equity, including attorney's fees (all "Claims") resulting from, arising out of, or relating to (i) the breach of any material term of this Agreement; (ii) the release or discharge of any hazardous material, liquid or solid, in the Service Area; (iii) the introduction, conveyance or discharge of any polluted water or sewerage into the Mattabassett sewerage system in violation of the Mattabassett Rules and Regulations appended as Exhibit B and (iv) the connection of any unapproved sewer or drain and discharge or release into the Mattabassett Trunk Line or system from a sewer or drain not authorized by Mattabassett within the Service Area, except when such Claims are caused directly by the negligence of Mattabassett.

ARTICLE VIII

MISCELLANEOUS

Section 801. Mattabassett Charter and Rules and Regulations Control. This Agreement and MDC's performance of its obligations hereunder are subject to the Mattabassett Revised Charter and the by-laws, Rules and Regulations of Mattabassett and in the event of any conflict between the Charter, Rules or Regulations of either party, Mattabassett's Charter and/or Rules and Regulations shall control. Nothing herein shall require MDC in the performance of its obligations hereunder to perform any act which would be in violation of MDC's present Charter.

Section 802. Expenses. Except as otherwise provided herein, MDC shall reimburse Mattabassett for all reasonable expenses incurred by Mattabassett, arising out of or relating to this Agreement, the performance hereof and the service provided to MDC by Mattabassett and any connection, repair, renovation or modification to the Mattabassett Trunk Line and sewer system hereunder, including but not limited to, all legal, construction and engineering expenses incurred by Mattabassett, as long as such repairs, renovations or modifications is the result of MDC's negligence or malfeasance.

Section 803. Entire and Complete Agreement. This Agreement, together with the Exhibits

incorporated by reference, constitutes the entire and complete Agreement of the parties with respect to the provision of water pollution control and sewerage services by Mattabassett and all prior and contemporaneous understandings, arrangements and commitments, whether oral or written, have been merged herein. The language of this Agreement shall be construed and interpreted as a whole, according to its fair meaning, and shall not be construed strictly for or against either of the parties.

Section 804. Severability. In the event one or more of the provisions contained in this Agreement shall, for any reason or no reason, be held invalid, illegal, or unenforceable in any respect, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 805. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 806. Amendment. This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Mattabassett, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 807. Term. The term of this Agreement shall commence as of the date of this Agreement, and expire on December 31, 2034. If neither party serves written notice of its intent not to renew at least two (2) calendars years before the expiration date of this Agreement, this Agreement shall automatically renew for an additional five (5) calendar years. The MDC's reserve allocation may be adjusted on December 31, 2030; provided, MDC has submitted supporting figures to the District for its reasonable review and acceptance no later than July 1, 2030.

Section 808. Notices. All notices, consents, demands or other communications required or permitted to be given pursuant to or in connection with this Agreement shall be in writing and shall be deemed sufficiently given when delivered personally, faxed, emailed or delivered by a nationally recognized overnight carrier addressed to the following:

For MDC:

Chief Executive Officer
The Metropolitan District Commission
555 Main Street
Hartford, CT 06142

For Mattabassett:

Executive Director
The Mattabassett District
245 Main Street
Cromwell, CT 06416

The parties agree that routine communication may be affected by email with receipt requested. The effective notice date of an email is the day received as long as the receiving party acknowledged receipt by return email.

Section 809. Third Party Rights. No one other than a party to this Agreement shall have any right to enforce any of the provisions of this Agreement.

Section 810. Force Majeure. No party to this Agreement shall be liable in any manner whatsoever for its failure to perform its obligations under this Agreement due to events beyond its reasonable control, including riots, war, fire, explosion, acts of God, inability timely to obtain repair or substitute parts or equipment breakage or machinery or apparatus malfunction, acts in compliance with any express relevant statute or regulation of the state or federal government regulation. The party affected by such condition shall give the other party prompt written notice and use every reasonable effort to eliminate or correct the cause preventing performance and to resume performance as soon as possible.

Article IX

DISPUTE RESOLUTION

Section 901. Disputes Arising out of this Agreement. In the event that a dispute arises out of any Article or Section of this Agreement, MDC shall, within fifteen (15) calendar days of becoming aware of the grounds of such dispute give written notice to Mattabassett of such dispute and include the specific reasons. Absent such timely notification, MDC shall be deemed to have waived any challenge or dispute in connection therewith. Such notice by MDC will stay the specified running time periods that are set forth in the particular section or sections which are in dispute, until MDC shall have received Mattabassett's written response and at that time the time periods shall again begin to run. The Chief Executive Officer of MDC and Mattabassett Executive Director shall meet promptly to attempt in good faith to resolve the dispute.

Section 902. Mediation. Should a dispute under Section 901 not be resolved within thirty (30) calendar days of the Mattabassett response, or otherwise waived, the parties agree to participate in a one day mediation before a mediator chosen by the parties and such mediation shall take place within sixty calendar days of the Mattabassett response, unless otherwise agreed in writing by the parties.

Section 903. Litigation. In the event that any dispute is not waived or resolved by the parties or by mediation, either party may commence suit in the superior court for the judicial district of Middlesex or Hartford.

Section 904. Applicable Law. This Agreement will be governed by and construed under the substantive laws of the state of Connecticut without reference to any choice of law principles that would cause the application of the laws of a different jurisdiction. All actions, suits or proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in the Connecticut judicial district of Middlesex or Hartford or a federal district court having jurisdiction of the subject matter of the dispute, sitting in the District of Connecticut, and the parties hereby

irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding.

Section 905. Costs and Fees. Should any party institute any proceeding or action to enforce the terms of this Agreement against another Party, the prevailing party shall be awarded costs and reasonable attorneys' fees.

Section 906. Counterparts. This Agreement may be executed in one or more counterparts each of which when signed and delivered shall be deemed an original and all such counterparts when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and year first above written.

Signed in the presence of:

THE MATTABASSETT DISTRICT

10

10/29/2020 10:21 AM
H:\My Documents\Agreements\MDC Agreements

By _____

Its

METROPOLITAN DISTRICT
COMMISSION

BY _____

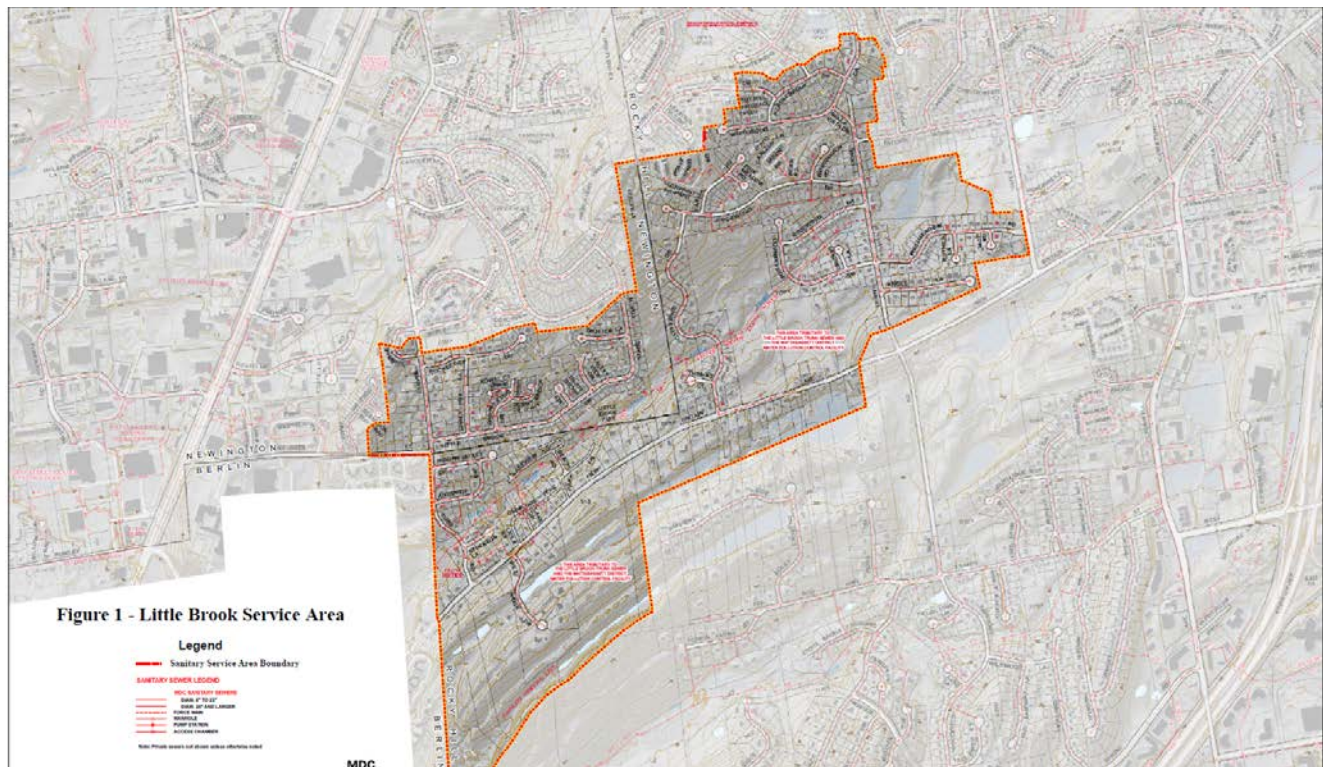
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EXHIBIT A

SERVICE AREA

MDC's Service Area Maps

1. Figure 1 Little Brook Service Area
GIS Map, Dated, 7/2019, Prepared by MDC
2. Figure 2 Rowley Street Service Area
GIS Map, Dated, 7/2019, Prepared by MDC
3. Figure 3 France Street Service Area
GIS Map, Dated, 7/2019, Prepared by MDC



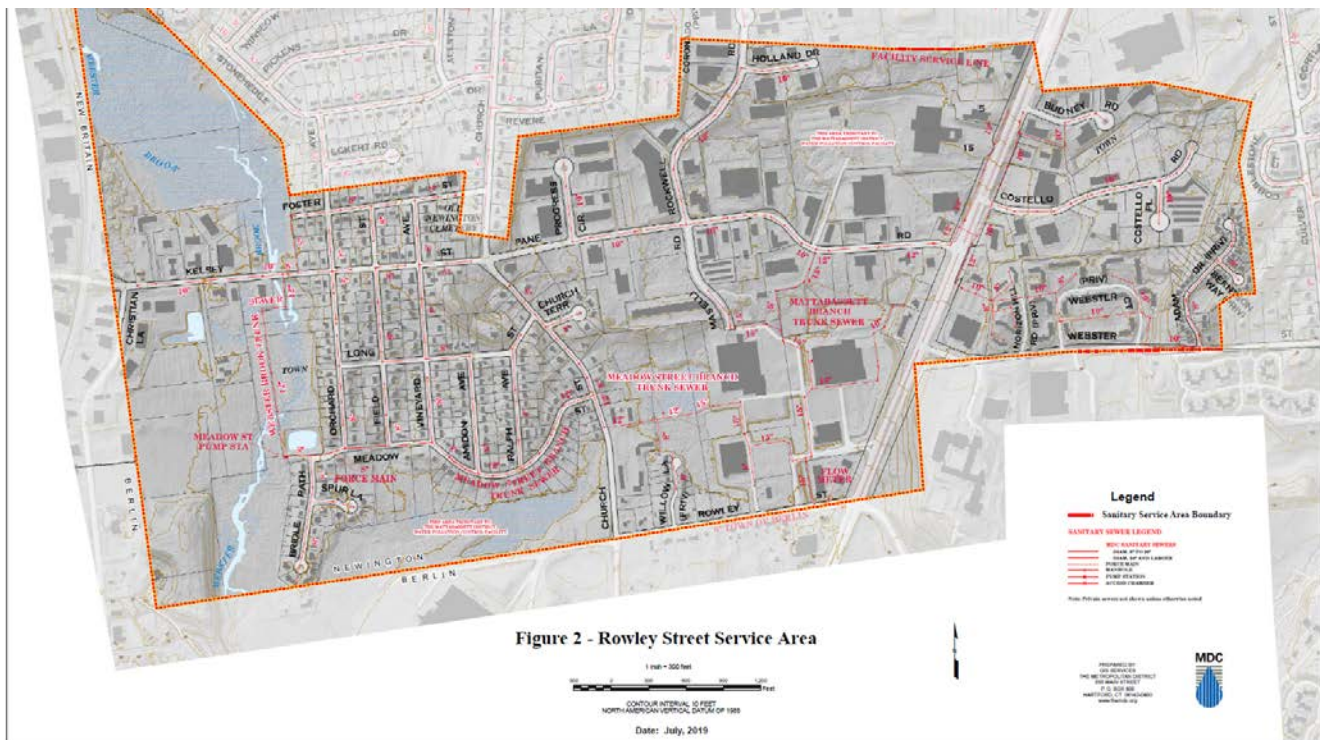


EXHIBIT B



**SEWER DISCHARGE
RULES AND REGULATIONS OF
THE MATTABASSETT DISTRICT**

(as amended March 17, 1980)
(as amended April 21, 1986)
(as amended February 21, 1989)
(as amended March 19, 2018)
(as amended April 24, 2018 legal comments)

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The following Sewer Discharge rules and regulations were enacted by the Board of Directors of the Mattabassett District on January 19, 1970, and are published hereby, as amended, in accordance with the provisions of the Connecticut General Statutes, Revision of 1958:

(as amended March 17, 1980)
 (as amended April 21, 1986)
 (as amended February 21, 1989)
 (as amended March 19, 2018)
 (as amended April 24, 2018 legal comments)

SECTION I - INTRODUCTION

Section I-a Purpose

In accordance with the Charter of the Mattabassett District, the rules and regulations hereinafter set forth are enacted by the Mattabassett District for the supervision, management, control, operation, and use of its sewerage system and appurtenances thereto, and any other of its properties. Such rules and regulations are binding upon, and for the benefit of, the municipalities, constituent and contractual, and persons served by the Mattabassett District.

Section I-b Definitions

1. "Biochemical oxygen demand" (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20°C, expressed in milligrams per liter.
2. "Chemical Oxygen Demand" (COD) shall mean the measure of the capacity of water to consume oxygen during the decomposition of organic matter and oxidation of inorganic chemicals such as Ammonia and nitrite.
3. "Combined Sewer" shall mean a sewer provided and intended to convey, in the same pipe, both sanitary sewage and storm water.
4. "Commissioner" means the Commissioner of the Department of Energy and Environmental Protection for the State of Connecticut.
5. "Constituent Municipality" shall mean the Cities of New Britain and Middletown, and the Towns of Berlin and Cromwell.

6. "Contractor" shall mean either an individual, partnership, corporation, or person, hired to perform the work for the installation of a sanitary sewer, sanitary trunk sewer or sanitary sewer connection.
7. "Contractual Municipality" shall mean any city, town, borough, or fire district with which the Mattabassett District has contracted to provide sewage service.
8. "Cooling Water" shall include the clean waste water from air conditioning, industrial cooling, condensing and similar apparatus and from hydraulically-powered equipment. In general, cooling water will include only water which is sufficiently clean and unpolluted to admit of being discharged, without treatment or purification, into any natural open stream or watercourse without offense.
9. "DEEP" shall mean the State of Connecticut's Department of Energy and Environmental Protection.
10. "District" shall mean the Mattabassett District.
11. "District Board" shall mean the Board of Directors of the Mattabassett District.
12. "EPA" shall mean the United States Environmental Protection Agency.
13. "Executive Director" shall mean the Executive Director of the Mattabassett District or his agents or representatives, acting under and limited by the instructions, duties and authorities assigned by said Executive Director of the District.
14. "Garbage" shall mean the animal and vegetable waste resulting from the handling, preparation, cooking, and serving of foods.
15. "House Connection/Lateral" where the context so indicates or implies, shall mean a pipe connecting a municipal sewer with a building, house, yard or other property, for the purpose of conveying sewage of any kind from said property to a municipal sewer.
16. "Industrial Wastes" shall mean the liquid or other water-carried wastes resulting from any processes of industry, manufacture, trade, or business, not clearly included within the definitions of sanitary sewage, storm water or cooling water.
17. "Infiltration" the water entering a sewer system, including sewer service connections, from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls. Infiltration does not include, and is distinguished from, inflow.
18. "Inflow" The water discharge into a sewer system, including sewer service connections from such sources as, but not limited to, roof leaders, cellar, yard and area drains, cooling water discharges, drains from springs, and swampy area, manhole covers, cross connections from storm sewers and combined sewers, catch basins, stormwaters, surface runoff, street washwaters, or drainage. It does not include, and is distinguished from infiltration.
19. "Infiltration Inflow" the total quantity of water from both infiltration and inflow, without distinguishing the source.
20. "Licensed Drain Layer" shall mean an individual, partnership, corporation, limited liability company, person or firm to whom the State of Connecticut Department of Consumer Protection has issued a

license under Chapter 393 of the General Statutes, to install and repair sewers and sewer connections, and house connections, during the period when such license is valid.

21. "Municipality" shall mean any city, town, borough, or fire district.
22. "Person" shall mean any individual, partnership, corporation, limited liability company, association, or public entity or agency; alternatively as defined in Section 22a-2 (c) of the General Statutes.
23. "pH" shall mean the logarithm of the reciprocal of the hydrogen ion concentration. The concentration is the weight of hydrogen ions, in grams per liter of solution. Neutral water, for example, has a pH value of 7 and hydrogen ion concentration of 10^{-7} .
24. "Properly shredded garbage" shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2 inch (1.27 centimeters) in any dimension.
25. "Property Owner" or "Owner of Property" or "Owner", as used herein, shall include both the owner of fee in any real estate and also all tenants, lessees or others in control or possession and use of the property in question, or any interest therein, and his, her, its or their agents or representatives as the interest, duties, powers or liabilities of each may be.
26. "Sanitary Sewage" shall mean the common waste water and water-carried wastes from human dwellings and from toilet and lavatory fixtures, kitchens, laundries, commercial facilities, institutions and similar facilities of business and industrial buildings. In general, sanitary sewage shall not include storm water from roofs, yards, streets or open spaces, water from land surfaces or brooks, clean waste or overflows from springs, wells, or subsoil drainage, large volumes of clean water from air conditioning or other cooling or condensing facilities, clean waste water from hydraulically-operated contrivances and those wastes included within the definition of "industrial waste".
27. "Sanitary Sewer" shall mean a sewer intended to convey only sanitary sewage, or, if so stipulated with respect to the particular sewer, sanitary sewage plus industrial or other wastes. In general, sanitary sewers shall not be intended to convey storm water.
28. "Seepage" or "Subsoil Drainage" shall include water from the soil percolating into subsoil drains and through foundation walls, basement floors, or underground pipes or from similar sources.
29. "Sewage Strength" refers to the level of the actual amounts of the physical, chemical, and biological constituents present in the wastewater. Typical constituents used in measuring the strength of wastewater may be B.O.D. or C.O.D. and suspended solids measured in milligrams per liter (mg/l).
30. "Sewage or Wastewater" shall mean the combination of water-carried wastes from residences, commercial establishments, institutions, and industrial establishments.
31. "Sewer" shall include the main truck line or any other pipe or conduit of the District, manholes and other structures and equipment appurtenant thereto, provided to carry sewage, industrial wastes, storm

water, cooling water or similar wastes, subject, in each particular case, to the purpose and limitations imposed upon the particular pipe or conduit or sewer.

32. "Slug" or "Slug discharge" shall mean any sudden or excessive discharge which exceeds permitted levels either in terms of pollutant concentration or instantaneous flow rate in such a manner as to adversely affect the collection system, trunk sewer and/or performance of the wastewater treatment facility and its effluent in conformance with DEEP criteria.
33. "State Discharge Permit" Shall mean a permit issued by the Connecticut Commissioner of Energy and Environmental Protection pursuant to Section 22 a- 430 of the Connecticut General Statutes as amended to those Users who discharge sanitary sewage in excess of 1,000 gallons per day and to those Users who discharge industrial process waters, any cooling or boiler blowdown waters to the sanitary sewer system.
34. "Storm Drain" or "Storm Sewer" or "Drain", where the context so indicates or implies, shall mean a pipe, conduit, sewer or drain, with appurtenances, provided and intended for the conveyance of storm water with or without other clean waste waters as may have been stipulated for any particular drain or sewer.
35. "Storm Water" shall include the runoff or discharge of rain and melted snow or other clean water from roofs, surfaces or public or private lands or elsewhere. For most purposes within the scope of the rules and regulations, storm water shall not include the flow of any natural brook, rivulet or stream even if the source of such water is storm runoff from land or other property once that runoff has entered the channel of such brook or natural watercourse. In general, storm water shall include only water which is sufficiently clean and unpolluted to admit of being discharged, without treatment or purification, into any natural open stream or watercourse without offense.
36. "Suspended solids" shall mean total suspended matter that either floats on the surface of, or is in suspension in, water, sewage, or other liquids, and that is removable by laboratory filtering as prescribed in "Standard Methods of the Examination of Water and Wastewater" and referred to a non-filterable residue.
37. "Users" shall mean every person using any part of the public treatment works of the District.
38. "Watercourse" shall mean a natural or artificial channel for the passage of water either continuously or intermittently.
39. "Wipes" and "flushables", shall mean nonwoven products made of synthetic materials that are not transportable in sewer systems, not pumpable and not biodegradable.
40. "WPCF" shall mean Water Pollution Control Facility, "WWTF" shall mean Wastewater Treatment Facility and "WWTP" shall mean Wastewater Treatment Plant, and are interchangeable and mean the same type of facility.

SECTION II - USE OF SEWERS

Section II-a Discharge Prohibitions and Restrictions

In order to protect the physical integrity of the District's sewerage facilities, the health and safety of the persons employed to maintain and operate such facilities, and the waters of the State of Connecticut, the following prohibitions and restrictions are imposed:

1. No person or municipality shall discharge or cause to be discharged:
 - a) Any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or non-treated industrial process waters to any sanitary sewer served by the District;
 - b) Any substance or object likely to damage, injure, destroy or cause an obstruction in any sewer, or appurtenance thereof, into which it may be discharged;
 - c) Any substance which may attack, damage or alter by either abrasion or chemical action the materials of which the sewer and its appurtenances are composed or built.
2. No person or municipality shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:
 - a) Any gasoline, kerosene, benzene, alcohol, naphtha, fuel oil, tar, or other flammable or explosive liquid, solid, gas or vapor, or any substance which may generate or form any flammable, explosive or combustible substance, fluid, gas, vapor or mixture when combined with air, water or other substances commonly found in sanitary sewers. At no time, shall two successive readings on an explosive hazard meter, at the point of discharge into the sewage collection system (or at any point in the system) be more than five percent (5%) nor any single reading over ten percent (10%) of the lower explosive limit (LEL) of the meter.
 - b) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant.
 - c) Any waste or waste water which is strongly acid, and which, when tested in the usual technical manner, has a "pH" less than 5.0 or which is strongly alkaline and has a "pH" more than 9.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
 - d) Solid or viscous substances in quantities, or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewer works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar,

plastics, wood, sticks, stones, rocks, wipes, unground garbage, coarse rubbish, whole blood, animal carcasses, paunch, manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc. either whole or ground by garbage grinders.

- e) Any debris or substance which by depositing any considerable quantity of sediment, by coagulation, by congealing or by attaching itself to the lining of the sewer or to other substances being transported within the sewer is likely to cause an obstruction in any sewer or appurtenance, pump station and/or WWTF.
 - f) Any wipes, flushables, rags, diapers or similar substance which by depositing any considerable quantity, by coagulation, by congealing or by attaching itself to the lining of the sewer or to other substances being transported within the sewer is likely to cause an obstruction in any sewer or appurtenance, pump station and/or WWTF.
 - g) Any waste water or sewage containing Objectionable poisons, cyanides, or any substance likely to generate poisonous fumes that may interfere with, constitute a hazard to, or be dangerous to human beings or domestic animals.
 - h) Any waste water containing disinfectants, formaldehyde, toxic or poisonous substances in quantities sufficient to delay or interfere with the wastewater treatment processes, including sedimentation, biological, chemical processes, dewatering and incineration processes at The District's Waste Water Treatment Facility.
 - i) No municipality or person shall discharge, or cause to be discharged directly or indirectly into the sewerage system of the District, any waters or wastes which in the opinion of the District is or may adversely affect the plant operations and effluent or may adversely affect gaseous emissions from incineration or may be injurious to the health of employees of the District engaged in maintaining and operating the sewerage system, or which in the opinion of the District is likely to cause loss or damage to property or equipment engaged in sewage treatment and disposal for the District, or to other persons, or the property of other persons, who are lawfully entitled to use the sewerage system. This prohibition shall be understood as applying to the kind or character of wastes discharged into any sewer and as limited the quantity of wastes which may be discharged from any one parcel or plot of property.
3. No person or municipality shall discharge or cause to be discharged the following described substances, materials, waters, or wastes:

- a) Any liquid, steam, vapor, or substance having a temperature higher than one hundred fifty (150°F) [65°C], or substance which upon coming in contact with water or sewage will generate steam or vapor within the sewer system.
- b) Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l with floatable oil not to exceed twenty (20) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty (150°F) [0 and 65°C].
- c) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipment with a motor of three-fourths (3/4) horsepower (0.56 kw) or greater shall be subject to the review and approval of the Executive Director or his agents.
- d) Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.
- e) Discharge of the following pollutants either directly or indirectly into any District sewer or drain in concentrations greater than the total specified below as measured at the source of discharge is prohibited:

	<u>Concentration (mg/l)</u>
1. Aluminum	0
2. Arsenic	0.05
3. Barium	5.0
4. Boron	5.0
5. Cadmium	0.1
6. Chromium, Total	1.0
Hexavalent	0.1
7. Copper	1.0
8. Cyanide, Total	0.65
9. ----	
10. ----	
11. Lead	0.1
12. Magnesium	100.0
13. Manganese	5.0
14. Mercury	0.01
15. Nickel	1.0
17. Silver	0.1
18. ----	
19. Tin	2.0
20. Zinc	1.0

- f) Any waters or wastes containing phenols or other taste or odor producing substances, in such concentrations that exceed limits which may be established by the Executive Director as

necessary, after treatment of the composite sewage, to meet the requirements of State, Federal, or other public agencies having jurisdiction over such discharge to the receiving waters.

- g) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Executive Director in compliance with applicable State or Federal regulations.
 - h) Materials which exert or cause:
 - 1) Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).
 - 2) Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
 - 3) Unusual biochemical oxygen demand (B.O.D.), chemical oxygen demand (C.O.D.), or chlorine demand in such quantities as to constitute a significant load and/or harmful effect on the sewerage system including the District's wastewater treatment plant.
 - 4) Unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.
 - 5) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits in applicable State or Federal regulations.
 - i) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to the treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
4. If any waters or wastes are discharged, or are proposed to be discharged to any public sanitary sewer served by The District, which waters contain the substances or possess the characteristics enumerated in Section II-a (3) above and which in the judgment of the Executive Director, may have deleterious effect upon the District's wastewater treatment facility's operations, processes, equipment, or receiving waters, or which otherwise may create a hazard to life or constitute a public nuisance, the Executive Director may:
- a) Reject the wastes;
 - b) Require pretreatment to an acceptable condition for discharge to the public sanitary sewers;
 - c) Require control over the quantities and rates of discharge; and/or
 - d) Require payment to cover the added cost of handling and treatment of the wastes by the person or municipality If the Executive Director permits the pretreatment or equalization of waste flows, the design and installation of the plants

and equipment shall be subject to the requirements of all applicable codes, ordinances, and laws.

In determining whether any waste discharged or proposed to be discharged into any public sewer or drain is to be excluded under these Rules and Regulations, consideration shall be given to the quantity, rate and manner of discharge, dilution and character of the waste in question, and other pertinent facts. Minute quantities of a waste which would be objectionable in larger quantities may be permitted if sufficiently diluted when and as discharged, or if the quantity discharged is very small in comparison to the receiving sewer or drain and the flow therein at the time of discharge, upon specific permission from the Executive Director; but any permission to discharge minute quantities of an otherwise excluded waste shall be revocable at any time by said Executive Director or his successor.

5. No person shall discharge into any public sanitary sewer served by The District any industrial or commercial waters or wastes without obtaining an appropriate pre-treatment permit from the Connecticut Department of Energy and Environmental Protection pursuant to 22 a – 430 b of the Connecticut General Statutes prior to discharge of said waters or wastes to the District's sewerage system, or any wastewater discharges in excess of 1,000 gallons per day without obtaining the Connecticut Department of Energy and Environmental Protection General Permit for Miscellaneous Discharges of Sewer Compatible Wastewater.

Section II-b Accidental Discharge

Within five (5) days following an accidental discharge, the user shall submit to the Executive Director and Commissioner; a detailed written report describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the WPCF, fish kills, aquatic plants, or any other damage to persons or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this ordinance or other applicable law. A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a dangerous discharge. Employees shall insure that all employees are advised of the emergency notification procedure.

Section II-c Protective Devices

At all premises where wastes or substances specified to be excluded from public sanitary sewers by these rules and regulations are customarily present and liable to be discharged directly or indirectly into any public sanitary sewer served by The District, suitable and sufficient piping layouts, oil or grease traps or separators, screens, sedimentation chambers, diluting devices, storage and regulating treatment cooling or condensing equipment and similar devices or equipment shall be provided, maintained and operated when so designated by the Executive Director or District Board to insure that no waste, substance, liquid, or water required to be excluded from said sewer or drain shall be discharged thereunto in violation of the requirements of these rules and regulations.

1. Grease, oil, and sand traps shall be provided when, in the opinion of the Executive Director, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients; except that such traps shall not be required for private living quarters or dwelling units. All separators shall be of a type and capacity approved by the Commissioner of the Department of Energy and Environmental Protection, and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these separators, the Owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates, and means of disposal which are subject to review. Any removal and hauling of the collected materials shall be performed by a waste disposal firm which possesses a valid permit from the Commissioner under Section 22 a – 454 (a) of the Connecticut General Statutes, as amended.
2. Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.
3. When required by the Executive Director, the owner of any property serviced by a building sewer carrying industrial wastes, restaurant wastes, food processing wastes, dental wastes, or any other establishment deemed necessary shall install a suitable control manhole/sampling manhole together with such necessary meters and other appurtenance in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be constructed in accordance with plans approved by the Executive Director. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times. In addition, all industries discharging into a public sanitary sewer shall perform such monitoring of their discharge as the Executive Director and/or other duly authorized employees of the District may

reasonably require, including installation, use and maintenance of monitoring equipment, keeping records and reporting the results of such monitoring to the Executive Director. Such records shall be made available upon request by the Executive Director to other agencies having jurisdiction over discharges to the receiving waters.

Section II-d Sampling Wells, Manholes, Control Manholes, etc.

At premises where any of the substances or wastes prescribed as being or to be excluded from any public sanitary sewer are present and liable to be discharged contrary to the limitation of these rules and regulations, the Executive Director may require that the owner of said premises provide, operate and maintain a sampling well manhole, wells, or control manhole, a flow measuring device as specified by the District, manholes, catch basins or other suitable devices, so that the owner, owners or occupants of said premises and said Executive Director and/or his authorized agents may secure samples of or examine the wastes and waters discharged, directly or indirectly, into said sanitary sewer served by The District and measure the quantities thereof for the purpose of ascertaining the compliance or noncompliance with requirements of these rules and regulations.

All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this ordinance shall be determined in accordance with the latest edition of "Standard Methods of the Examination of Water and Wastewater", published by the American Public Health Association, and shall be determined at the control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property.

Section II-e Expense of Operation of Sampling Wells, Manholes and Other Devices

Sampling wells, Manholes and other devices required shall be provided, operated and maintained by the persons in control of the premises, at location designed without expense or cost to said District. Such devices shall be subject to approval of the District.

Section II-f Submission of Plans for Sampling Wells, Manholes and Other Devices

The Executive Director of the District may require that any party applying for a permit to install a new connection to any sanitary sewer served by The District, or to alter or extend an existing connection

shall, in any case where a sampling well, manhole, control manhole, oil or grease trap or separator, screens, diluting device, or similar appurtenance is or may be required, furnish to the Executive Director as part of the application for said permit a plan or satisfactory description of the device and proposed operation thereof. The plan, description, or both, shall become part of the application and the installation of the device in accordance therewith shall be a condition attached to the granting of the permit.

Section II-g Cooling Water, Swimming Pool Wastewater in Sanitary Sewers

No person shall discharge into any public sanitary sewer served by The District any cooling waters or swimming pool wastewater without obtaining the appropriate Connecticut Department of Energy and Environmental Protection General Permit for such discharge. No cooling water, waste swimming pool water, as defined in these rules and regulations, or similar waste waters shall be discharged in such large volume or quantity at one time as, in the opinion of the Executive Director, shall be detrimental to, or impose an undue burden upon the District's equipment and system. No large volume or quantity of such waters shall be discharged at one time without express permission of the Executive Director. Such permission, if granted in any case, shall be revocable by the Executive Director at any time upon notice given.

SECTION III CONNECTIONS TO, AND WORK ON, SEWERS

Section III-a Only Authorized Persons to Touch Sewers

No unauthorized person shall open, uncover, deface or tamper with any manhole, ventilation pipe, meter device or any structure, appurtenance, or equipment which is part of the sewerage system of the District. No person shall insert or place in any such manhole, ventilation pipe, structure, appurtenance, or equipment any object or material which the system was not intended to receive.

Section III-b Alterations to Sewerage System

No person except authorized employees of the District, or of a contractor directly approved by and/or employed by the District, shall make any repairs or alterations to, or excavation upon, relocate, remove, reset, or otherwise perform work upon, any part of the District's sewerage system including but not limited to any land it may own or in which it may have an interest, its sewers, manholes, ventilation pipes, metering devices and appurtenant structures, and equipment without written permission of the District. No such permission shall be granted except upon application therefore to the District in writing.

Section III-c Connections to Sewers

No connections to any District sewer, or appurtenance thereof, and no disconnection or removal of any existing connection, shall be made without the written permission of the District. Application for such

permission shall be submitted to the District only by and in the name of the constituent municipality in which the proposed connection or disconnection is to be made. Where possible, all connections shall be made at existing hub connection locations on the trunk sewer. Such applications shall be accompanied by plans and specifications showing the work intended and providing for, in the case of connections, metering devices and housing for the measurement of flows. Unless express permission is granted by the District, no connection shall be made without the installation of metering devices. The flow metering devices shall be as approved by the Executive Director, installed by the applicant.

No individual house connections shall be permitted.

Section III-d Materials and Workmanship for Sewers, Connections, Etc.

The District may in granting permission establish standards and requirements as to materials, methods, and workmanship to be used in making connections, disconnections, utility crossings under or over existing trunk sewers, any work within the District's trunk sewer right of way, or in performing other similar work which affects any sewer of the District or appurtenances thereof, as well as establish requirements for the furnishing of liability insurance to protect the District and its sewerage system. So far as practicable, depending on location and conditions the requirements established shall be standard and apply throughout the District.

Section III-e Location of Connections to Sewers

Connections to any sewer of the District or the removal or disconnection of any existing connection shall be made only at such points and in such manner as specified by the permission issued by the District. When it is so required, such work shall be done only in the presence of and in the manner directed by the Executive Director or his authorized agent.

Section III-f Supervision and Inspection of Work Being Performed

Unless otherwise specified in writing by the Executive Director, all repairs and alterations to any sewer of the District, any work within the District's right of way, or appurtenance thereof, shall be made under the supervision and inspection of the Executive Director or his authorized agent who shall be afforded every reasonable opportunity to oversee such work, repairs or alterations and to obtain and record the location and other pertinent facts with respect to any work done.

Section III-g Record of Connections

The Executive Director or his authorized agent shall keep a record of all connections made to any District sewer or appurtenance and all repairs and alterations thereto.

Section III-h District to be Reimbursed for Engineering

The District may, in any case where it incurs expense in the design and making of any connection, disconnection, repair or alteration of its sewers, or any work within the District's trunk sewer right of way, require that the constituent or contractual municipality or person benefited by such work reimburse the District for such expense, and such reimbursement may be a condition precedent to the issuance of any permission for such work, or construction, repair or alteration of its sewers.

SECTION IV - INTERPRETATION AND ENFORCEMENTSection IV-a Interpretation and Administration by Executive Director and District Board

The provisions of these rules and regulations with respect to the meaning of technical terms and phrases, the classification and description of the District's property, the restrictions as to wastes which may be discharged into sewers, the regulations with respect to construction affecting any of the District's property shall be interpreted and administered by the Executive Director and the District Board.

Section IV-b Powers and Authority of Inspectors

The Executive Director and other duly authorized employees of the District bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this ordinance. While performing the necessary work in private properties referred to above, the Executive Director or duly authorized employees of the District shall observe all safety rules applicable to the premises established by the user. The user shall be held harmless for injury or death to the District employees and against liability claims and demands for personal injury or property damage asserted against the user and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the user to maintain safe conditions.

Section IV-c Appeal Procedure

Any municipality or person who is aggrieved by the interpretation or administration of these rules and regulations may appeal to the District Board. Any such appeal shall be in writing addressed to the Chairman or Vice Chairman of the District Board setting forth the nature of the appeal in reasonable detail and completeness. The District Board or its designated committee shall promptly consider such appeal and may, if requested, afford all interested parties an opportunity to be heard. Thereafter the District Board shall render its decision and shall promptly notify the appellant of such decision in writing. In reaching its decision the District Board may alter or modify any interpretation, order, or requirement of the Executive

Director in whole or in part. Until altered or modified, however, any interpretation, order, or requirement of the Executive Director shall be observed and remain in full force and effect.

Section IV-d Violation: Interpretation and Correction Thereof

If any person or municipality shall construct, install, alter, repair, make any connection or disconnection, make any excavation, or perform any work which involves any sewer, manhole, ventilation pipe, metering device, structure, equipment, or appurtenances thereof of the District, or any work within the District's right of way in violation of these rules and regulations, or having obtained a permit shall perform all or part of the work specified without affording the Executive Director adequate notice, time, opportunity, and assistance to inspect the work, the Executive Director may in his discretion order or direct the person or municipality who performed the work and/or the owner of the property on which the work was performed or in whose interest the work was performed, to uncover and fully expose any or all of the sewer, manhole, ventilation pipe, metering device, structure, equipment, or other work within the District's right of way, or appurtenances thereof in order to afford the Executive Director adequate opportunity to examine and inspect such work. If such work was or is being performed in violation of these rules and regulations or in violation of the permit requirements or if such work does not meet the Districts standards and requirements as to materials, methods and workmanship, the Executive Director may order and direct such person or municipality and/or the owner of the property to cease work immediately, to remove and eliminate the work done, and to restore the sewer, manhole, ventilation pipe, metering device, structure, equipment, or appurtenances thereof to its original condition, or to make such changes or additions as in the discretion of the Executive Director may be necessary to insure compliance with these rules and regulations, permit requirements, and standards. Any such work which the Executive Director shall order shall be performed by the person or municipality, and/or owner of the property without delay and without expense to the District.

Section IV-e Procedure Upon Failure to Correct Violation

If any person or municipality and/or owner of property, after order and direction from the Executive Director, as provided in the foregoing section of these rules and regulations, fails to comply therewith, the District may perform such remedial or corrective work and the cost and expense thereof shall be charged to the municipality for whom such work was performed.

Section IV-f Fine

Any person who violates any of the provisions of these rules and regulations, including any special conditions or safeguards, shall be subject to a fine which shall not exceed ten thousand (\$25,000) dollars for each violation. Upon failure to comply with written notice or order to remove or correct such violation within (5) days of service thereof, by certified mail, addressed to the owner of record at the property such person shall be subject to a fine which shall not exceed twenty-five thousand (\$25,000) dollars for each and every day that such violation shall continue.

Section IV-g Validity of Provisions

If any provision, requirement, or section of these rules and regulations or any interpretation thereof by the Executive Director shall be adjudged invalid or unenforceable by reason of conflict with some other provision hereof, but all other provisions, sections and requirements of these rules and regulations shall be deemed valid and effective and shall remain in full force and effect.

Any conflict between these rules and regulations and the Charter of the Mattabassett District or the Special Acts creating and empowering the District shall be resolved in favor of the Charter or Special Acts.

EXHIBIT C
CALCULATION OF MDC SERVICE CHARGES

A. Capital and Debt Service Charge – Plant Modification, Renovation, Upgrades, Expansion and Replacement

MDC's capital charge will be calculated as follows:

Reserved Plant Share x Cost of Amortizing Replacement Plant Bonds
Including Principal and Interest (Less Any Government Grant-in Aid Received by
Mattabassett)

MDC has a reserve capacity of 1.6 MGD of the total Plant capacity equal to 34.85 MGD. Consequently, MDC's Reserved Plant Share will be 4.59%. The reserve capacity shall remain in effect until 2030 at which time each Charter and Constituent member of Mattabassett along with MDC shall provide and certify an updated guaranteed projected reserve capacity letter upon written request from Mattabassett.

B. Share of Net Operating Costs.

MDC's percentage share of Net Operating Costs will be computed as a ratio of MDC's five (5) year annual Average Daily (based on calendar year) flow up to and including 1.6 MGD to the total plant flow for all flowage. Such costs shall be estimated and paid as one element of the Estimated Service at the beginning of each Contract Year and shall be based on MDC's actual percentage share of Mattabassett's Net Operating Costs in the previous Contract Year. The actual percentage share of such costs shall be determined at the close of each Contract Year and any excess charges resulting from an initial underestimate of the ratio of MDC's flow to total plant flow shall be carried forward as a retroactive charge in the following Contract Year. Any overpayment of charges resulting from an initial overestimate of the ratio of MDC's flow to total plant flow shall be carried forward as a credit towards the estimated charges in the following Contract Year. Amounts chargeable for all MDC flowage exceeding the maximum 1.6 MGD shall be computed at 150% of the charge for treating MDC flowage up to such maximum average. This surcharge shall be computed at the end of each Contract Year and paid promptly in the next Contract Year.

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

27 PARK ROAD, WEST HARTFORD ENCROACHMENT AGREEMENT

To: Bureau of Public Works for consideration on January 20, 2021

In a letter dated January 11, 2021, Brian Phillips of Langan CT, Inc., on behalf of Lex-Laz West Hartford, LLC ("Lex-Laz" or "Owner") and the Sisters of St. Joseph Corporation ("SSJC"), the future and current owners respectively of the above-referenced property (the "Property"), has requested permission from The Metropolitan District ("MDC" or "District") to encroach on the MDC's existing 20-foot sewer interceptor easement situated on the Property for the purpose of constructing and installing site improvements for and in connection with a certain five-story residential redevelopment project known as One Park.

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

The proposed work entails: (i) clearing and grubbing, grading (up to 4 feet of fill), (ii) removing paving and curbing, (iii) installing new pavement, concrete and granite pavers, sidewalks and curbing (iv) planting small trees and shrubs, (v) adjusting manholes, (vi) and installing light pole bases, 8-inch and 6-inch sanitary sewer laterals, 8-inch roof leaders, a 12-inch RCP storm sewer, and electric and telecom lines, all within such 20-foot easement as shown on the accompanying map (collectively, the "Improvements"). The proposed piping and utilities will be installed above the existing sanitary sewer with a minimum of 3 feet of vertical clearance between this sewer and such piping and utilities. The existing sanitary sewer was built in 1927 and the easement across the Property was conveyed to the Town of West Hartford (MDC's predecessor in interest under this easement) by the SSJC on October 3, 1927, and is recorded in the Town of West Hartford land records in Volume 78 Page 674.

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

Lex-Laz has agreed to the following conditions in order to satisfy the District's concerns for protection of the existing sanitary sewer located within the Property and to maintain accessibility along the length of the MDC's 20-foot easement:

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

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

Staff has reviewed this request and considers it feasible.

A formal encroachment agreement shall be executed between Lex-Laz and MDC, following the completion of the sale of the Property to Lex-Laz, whereby Lex-Laz becomes the fee owner of the Property, and consistent with current practice involving similar requests, and filed on the Town of West Hartford Land Records.

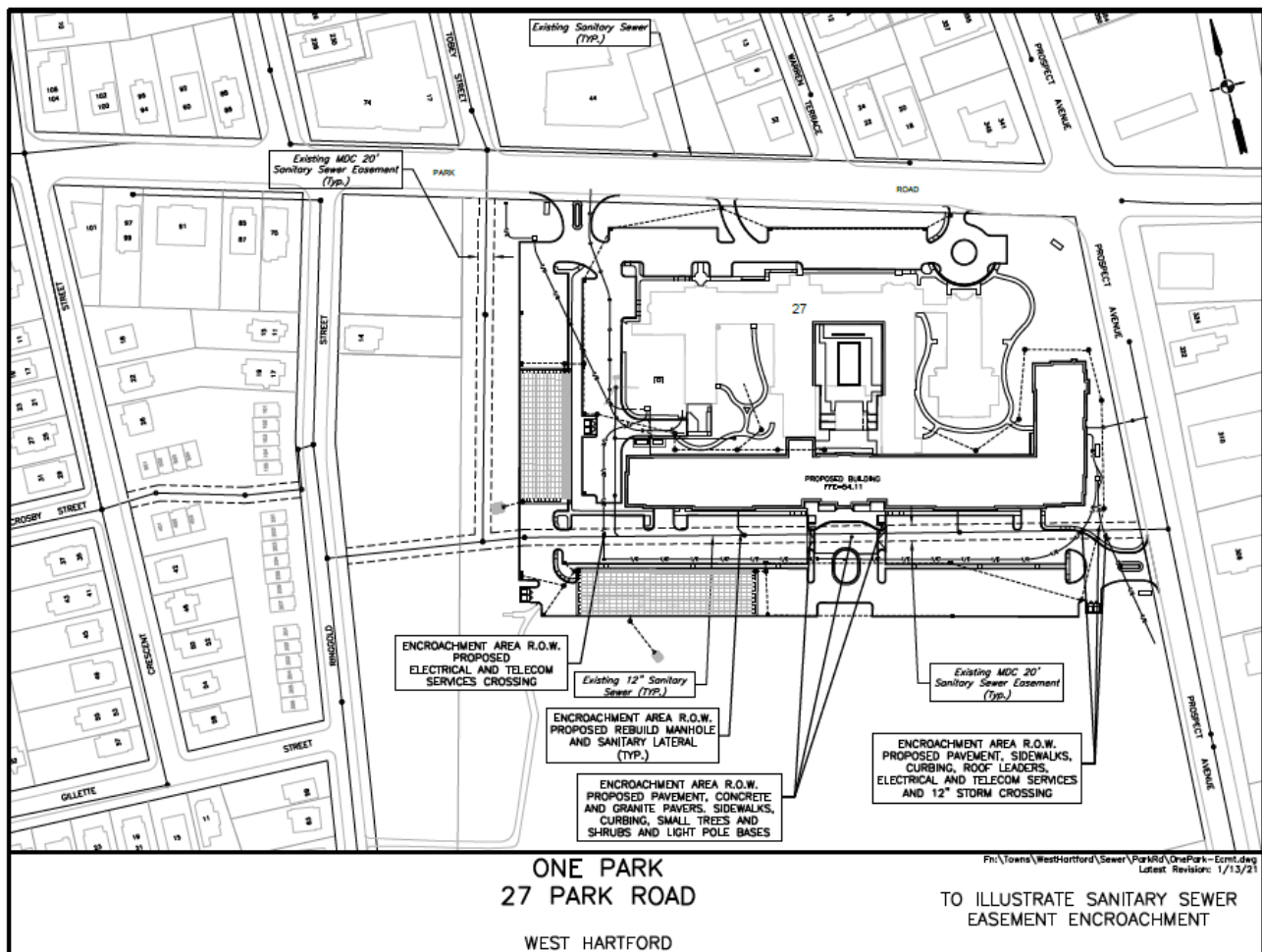
It is RECOMMENDED that it be

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

RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute an agreement, subject to approval of form and content by District Counsel, granting permission to Lex-Laz West Hartford, LLC to encroach upon the existing 20-foot sanitary

Respectfully Submitted,

Scott W. Jellison
Chief Executive Officer





Technical Excellence
Practical Experience
Client Responsiveness

11 January 2021

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

**RE: One Park Encroachment Permit Request
27 Park Rd.
West Hartford, Connecticut
Langan Project No. 140184201**

Dear Mr. Curley:

On behalf of Lex-Laz West Hartford, LLC and the Sisters of St. Joseph Corp., we would like to request an encroachment permit for the One Park proposed residential development at 27 Park Rd. in West Hartford, CT. There currently exists a 20-foot wide sanitary sewer easement which runs roughly east-west through the center portion of the property and north-south through the northwest portion of the property. Our proposed site improvements within this easement will require an encroachment permit from the MDC.

The development will be constructed in multiple phases anticipated to begin in February 2020. Construction activities within the MDC easement will include:

- Clearing and grubbing
- Earth moving (excavation and fill)
- Removal of existing site features including bituminous concrete parking areas and curbs
- Installation of utility and stormwater system infrastructure
- Installation of bituminous concrete drive aisles, parking areas, concrete and granite curbing, concrete and granite pavers, and concrete walkways
- Installation of small trees and shrubs
- Installation of light pole bases

Detailed plans for all proposed construction within the MDC easement are enclosed with this letter.

Please consider this a formal request for a permanent encroachment permit to develop the One Park proposed improvements within the MDC easement.

One Park Encroachment Permit Request
27 Park Rd.
West Hartford, Connecticut
Langan Project No. 140184201

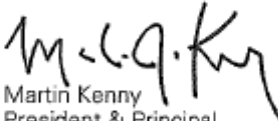
Page 2
11 January 2021

If you have any questions, please don't hesitate to contact me at bphillips@langan.com or (203) 784-3026.

Sincerely,
Langan CT, Inc.



Brian Phillips, P.E.
Project Engineer
Langan



Martin Kenny
President & Principal
Lex-Laz West Hartford, LLC

cc: Drew Nelli – InnoConn Construction Management
Martin Kenny – Lex-Laz West Hartford, LLC

\\langan.com\data\NH\data\2\140184201\Project Data\Discipline\Site Civil\Permit Apps\WDC Encroachment Permit\2021-01-11 Encroachment Permit Letter.doc

LANGAN



Administrative Offices
650 Willard Avenue
Newington, CT 06119
860-231-8678

January 6, 2021

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

**Re: MDC Encroachment Permit Letter
27 Park Road, West Hartford, CT**

Dear Mr. Mikloiche:

The Sisters of St. Joseph Corporation ("Seller") have entered into a Purchase and Sale Agreement with Lex-Laz West Hartford, LLC ("Buyer") concerning property located at 27 Park Road, West Hartford, Connecticut (the "Property"). The Seller and the Buyer anticipate that a closing will occur in the near future. The Seller has given the Buyer permission to submit an encroachment permit application to The Metropolitan District for work it will undertake in sections of the Property post-closing.

Sincerely,

The Sisters of St. Joseph Corporation

By: Barbara Mullen, C.S.J.
Barbara Mullen, C.S.J.
Its President

cc:

Martin J. Kenny

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

LONG-TERM CONTROL PLAN AND INTEGRATED PLAN UPDATE

Scott Jellison, Chief Executive Officer, spoke regarding the Long-Term Control Plan and Integrated Plan Update

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

No one from the public appeared to be heard.

COMMISSIONER QUESTIONS AND COMMENTS

Commissioner Bush asked for an updated regarding the sanitary sewer overflow at Fox Meadow Road in West Hartford

District Chairman DiBella informed the Bureau that Commissioner Avedisian is currently being treated for COVID-19 in the hospital.

ADJOURNMENT

The meeting was adjourned at 5:02 PM

ATTEST:

John S. Mirtle
District Clerk

March 10, 2021

Date of Approval

**BUREAU OF PUBLIC WORKS
REGULAR MEETING**

Remote Meeting
Wednesday, March 10, 2021

Present: Commissioners Andrew Adil, John Avedisian, Richard Bush, David Drake, James Healy, Allen Hoffman, Byron Lester, Dominic Pane, Bhupen Patel, Raymond Sweezy, Alvin Taylor, Calixto Torres, Richard W. Vicino, James Woulfe and District Chairman William DiBella (15)

Absent: Commissioners Donald Currey, Maureen Magnan, and Alphonse Marotta (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
Sue Negrelli, Director of Engineering
Robert Schwarm, Director of Information Technology
Tom Tyler, Director of Facilities
Michael Curley, Manager of Technical Services
Allen King, Real Estate Administrator
Jennifer Ottalagana, Senior Project Manager
Nick Salemi, Communications Administrator
Carrie Blardo, Assistant to the Chief Operating Officer
Victoria S. Escoriza, Executive Assistant
Julie Price, Professional Level Trainee
David Silverstone, Independent Consumer Advocate

CALL TO ORDER

The meeting was called to order by Vice Chairman Hoffman at 5:17 PM

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MEETING MINUTES

On motion made by Commissioner Sweezy and duly seconded, the meeting minutes of January 20, 2021 were approved.

**100, 80 & 60 HELMSFORD WAY, WINDSOR
ENCROACHMENT AGREEMENT**

To: Bureau of Public Works for consideration on March 10, 2021

In a letter dated March 4, 2021, Matthew Bruton of BL Companies, on behalf of Amazon.com Services LLC and WE 100 Helmsford Way LLC, the leasee and owner respectively of the above-referenced property (the "Property"), has requested permission from The Metropolitan District ("MDC" or "District") to encroach on the MDC's existing 20-foot sanitary sewer easement, encompassing both an existing 10-inch sanitary sewer and 21-inch Phelps Brook Trunk Sewer, situated on the Property ("ROW") for the purpose of constructing and installing site improvements for and in connection with a proposed warehouse/package distribution facility redevelopment project.

The proposed work entails: (i) clearing and grubbing, grading (up to 4 feet of fill and 2 feet of excavation), (ii) removing paving and curbing, (iii) installing new pavement, speed bumps, and curbing (iv) raising existing manholes to grade, and (v) installing two new sanitary sewer laterals, and a 24-inch storm sewer, all within such 20-foot easement as shown on the accompanying map (collectively, the "Improvements"). The proposed piping and utilities will be installed above the existing sanitary sewer with a minimum of 3 feet of vertical clearance between this sewer and such piping and utilities. The existing sanitary sewers were built in 1985 (21-inch), 1990 (10-inch) and 1994 (relocated 10-inch) and the easements across the Property were conveyed to the MDC through two separate Developer Permit Agreements and acquired by the MDC through the Capital Improvement Project known as "Phelps Brook Trunk Sect 1, Private Lands, Windsor."

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

WE 100 Helmsford Way LLC ("Owner") has agreed to the following conditions in order to satisfy the District's concerns for protection of the existing sanitary sewer located within the Property and to maintain accessibility along the length of the MDC's 20-foot easement:

1. Care must be taken during the performance of work for the Improvements or any maintenance, repair or replacement of the same not to disturb the existing sanitary sewer. All heavy construction equipment must be located outside of the limits of the ROW when not in use. Any earth moving equipment that will be utilized on the ROW over and adjacent to the existing sanitary sewer shall be reviewed and approved by District staff prior to mobilization to the site. Any damage to the existing sanitary sewer caused by any construction, maintenance, repair, replacement or associated activities within the ROW shall be the responsibility of the Owner.
2. No additional permanent improvements, other than the proposed Improvements, shall be located within the ROW.

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

Staff has reviewed this request and considers it feasible.

A formal, written encroachment agreement shall be executed between WE 100 Helmsford Way LLC and MDC, consistent with current practice involving similar requests, and filed on the Town of Windsor Land Records.

It is RECOMMENDED that it be

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

RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute an agreement, subject to approval of form and content by District Counsel, granting permission to WE 100 Helmsford Way LLC to encroach upon the existing 20-foot sanitary sewer easement situated in the Property in order to: (i) perform the work for the Improvements in connection with the planned redevelopment of the Property as shown on plans submitted by BL Companies, Proposed Warehouse/Distribution, 100 Helmsford Way, Windsor, CT, Cross Sections, Sheet CS-1, and MDC Encroachment Map, Sheet EA-2 and (ii) maintain, repair and replace such Improvements, provided that the District shall not be held

liable for any cost or damage of any kind from the present and in the following years as a result of any encroachment authorized hereby, and further provided that such agreement shall not be effective until fully executed by The Metropolitan District and WE 100 Helmsford Way LLC, and recorded on the Windsor land records. In the event that such full execution and recording does not occur within three (3) months, then such resolution shall be null and void, and of no further force and effect.

Respectfully Submitted,



Scott W. Jellison
Chief Executive Officer



March 4, 2021

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

Encroachment Permit Request-
100, 80 & 60 Helmsford Way - Windsor, Connecticut

An Employee-Owned Company

Dear Mr. Curley,

BL Companies on behalf of the applicant, Amazon.com Services LLC, c/o Amazon.com, Inc., and the property owner PPF WE 100 Helmsford Way, LLC/ Winstanley Enterprises, LLC, is providing this request for an encroachment permit for the redevelopment of a proposed warehouse/package distribution facility. The proposed project is located on 3 lots off of Helmsford Way totaling 24.02 acres of land north of Day Hill Road, between Prospect Hill Road and Marshall Phelps Road.

The development will be constructed in 2021. The MDC easement crosses the existing loading dock, existing driveway, and proposed parking lot expansion.

Construction Activities will include:

- Clearing and grubbing
- Earth moving (excavation and fill)
 - Encroachment area north of the loading dock
 - Area: 1,885 SF
 - Cut: 0.26CY
 - Fill: 16.69CY
 - Net: 16.43CY Fill
 - Encroachment area east of the loading dock
 - Area: 15,781 SF
 - Cut: 357.66CY
 - Fill: 681.68CY
 - Net: 324.03CY Fill
- Removal of existing pavement
- Removal of curbing
- Installation of two new sanitary sewer connections, resetting existing sanitary manholes to finished grade, and a stormwater pipe installation.
- Installation of bituminous concrete roadways, parking, speed bumps, and curbs

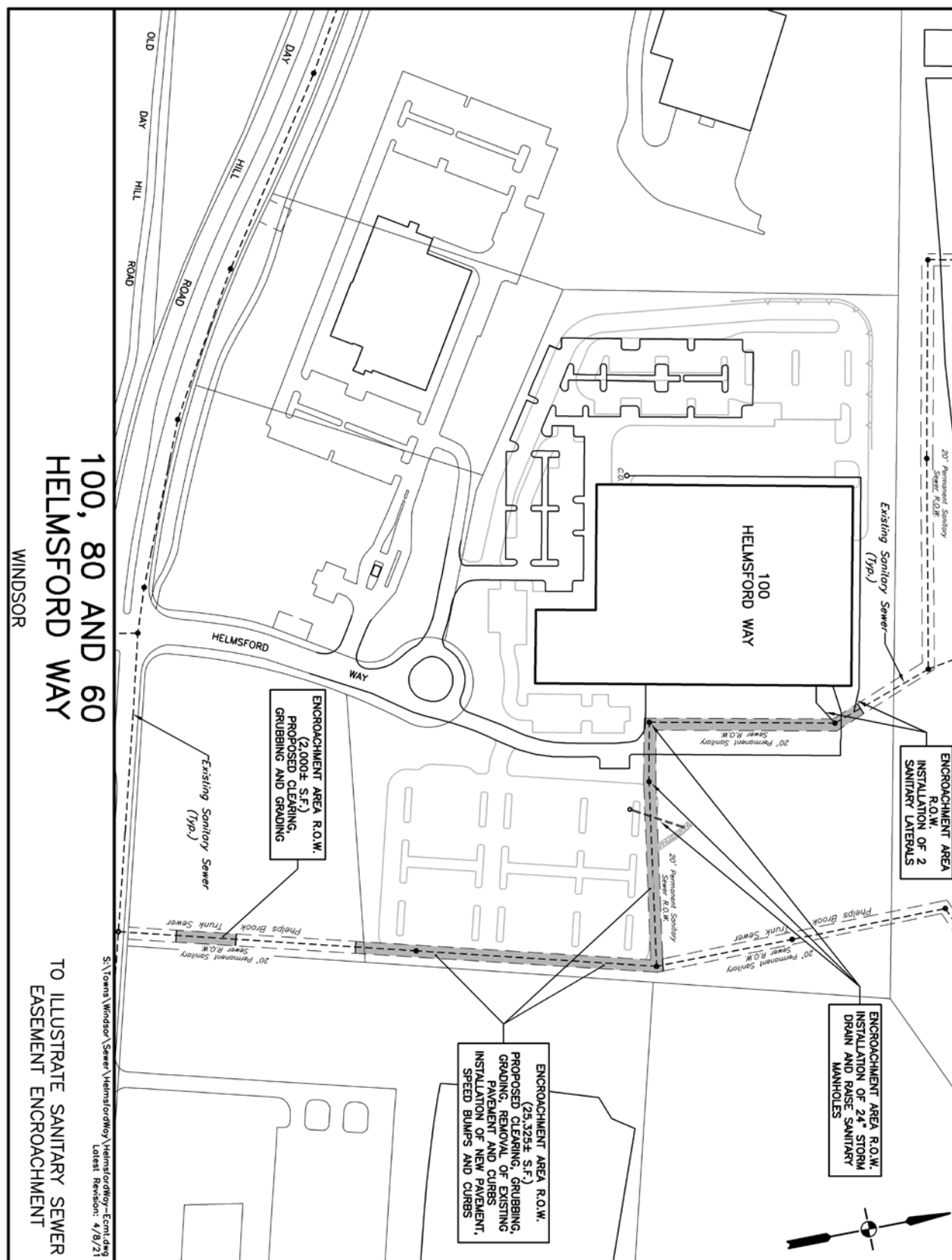
Please consider this a formal request for a permanent encroachment permit to redevelop the warehouse/package distribution facility within the MDC easement.

We look forward to working with The MDC on this project. Please feel free to reach out if you have any questions.

Sincerely,



Matthew Bruton
Regional Manager



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

**712 CEDAR STREET, NEWINGTON
ENCROACHMENT AGREEMENT**

To: Bureau of Public Works for consideration on March 10, 2021

In a letter dated January 5, 2021, Rod Szwelicki of Vanasse Hangen Brustlin, Inc., on behalf of Gold Coast Properties CT1, LLC, ("Gold Coast" or "Owner") and Fenn Road Associates, LLC, ("Fenn Road Associates") the future and current owners respectively of the above-referenced property (the "Property"), has requested permission from The Metropolitan District ("MDC" or "District") to encroach on the MDC's existing 20-foot sewer easement situated on the Property for the purpose of constructing and installing site improvements for and in connection with a proposed hotel development project.

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

The proposed work entails: installing an 8-inch PVC sanitary lateral, 3-inch water service, 6-inch fire service and gas line within such 20-foot easement as shown on the accompanying map (collectively, the "Improvements"). The proposed piping and utilities will be installed with minimal earthwork above the existing sanitary sewer with a minimum of 2 feet of vertical clearance between this sewer and such piping and utilities and the grades will not change. The existing 8-inch PVC sanitary sewers were built in 1994 and the easements across the Property were acquired by the MDC through the MDC Capital Improvement Project known as "724 Cedar Street, Newington" and filed in the Newington land records Vol. 986 Page 71.

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

Gold Coast has agreed to the following conditions in order to satisfy the District's concerns for protection of the existing sanitary sewer located within the Property and to maintain accessibility along the length of the MDC's 20-foot easement:

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

repair, replacement or associated activities within the ROW shall be the responsibility of the Owner.

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

Staff has reviewed this request and considers it feasible.

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

It is RECOMMENDED that it be

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

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

Respectfully Submitted,



Scott W. Jellison
Chief Executive Officer

January 5, 2021

Ref: 42690.00

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



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

Mr. Curley,

VHB, on behalf of Gold Coast Properties CT1, LLC is requesting the approval of an encroachment permit for the proposed hotel development at Cedar Street and Fenn Road in Newington, Connecticut (Assessors MBL: 13/02/00).

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

The new hotel building is proposed to connect a new fire and domestic water line (New Britain Water), gas line (CNG), and an 8" sanitary sewer line (MDC) to the respective mains in Cedar Street. The proposed utilities will run perpendicularly through the 20-foot wide sanitary sewer easement in order to connect to the existing mains in the Cedar Street right of way. The existing grades will remain relatively the same within the easement, and minimal earthwork will be required for the utility installation. The disturbed areas will receive loam and seed to prevent erosion. All proposed utility connections have been submitted to each utility provider and correspondence is on-going.

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

The following items are included to support Permit request:

- Site Plans titled "Proposed Hotel Development" dated December 28, 2020

Engineers | Scientists | Planners | Designers

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

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



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

Client:

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

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

Attorney:

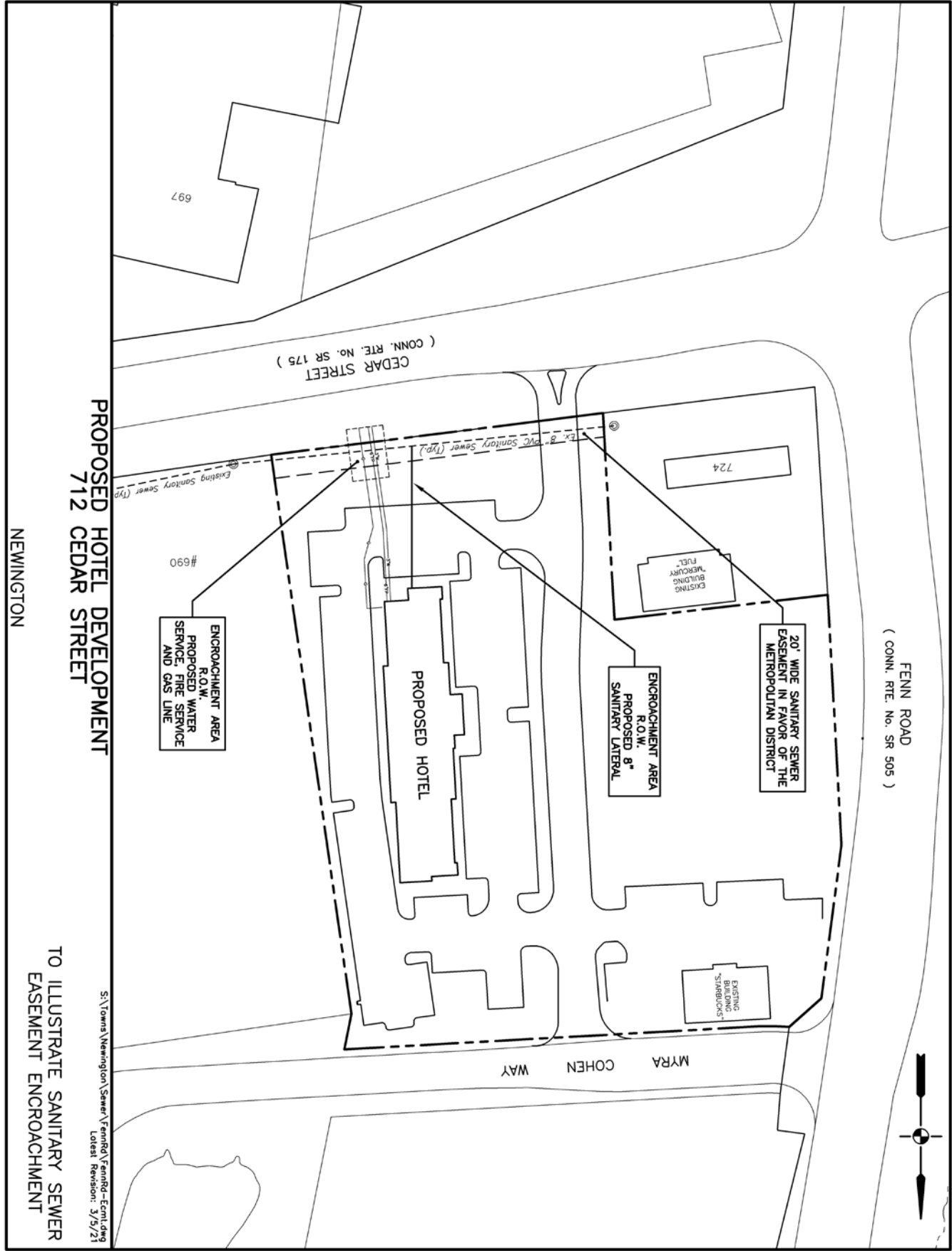
Robin Messier Pearson
Alter & Pearson, LLC
rpearson@alterpearson.com
Tel: (860) 652-4042

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

Sincerely,
Vanasse Hangen Brustlin, Inc.

A handwritten signature in black ink, appearing to read "Rod Szwelicki".

Rod Szwelicki, PE



PROPOSED HOTEL DEVELOPMENT
712 CEDAR STREET

NEWINGTON

TO ILLUSTRATE SANITARY SEWER
EASEMENT ENCROACHMENT

S:\Towns\Newington\Sanitary\FennRd\FennRd-Encl.dwg
Latest Revision: 3/9/21

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

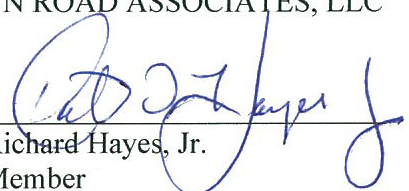
Re: MDC Encroachment Permit Letter

Dear Mr. Curley

FENN ROAD ASSOCIATES, LLC ("Seller") has entered into a Purchase and Sale Agreement With GOLD COAST PROPERTIES CT 1, LLC, ("Buyer") concerning property located at 712 Cedar Street, Newington, Connecticut (the "Property"). The Seller and the Buyer anticipate that a closing will occur in the near future. The Seller has given the Buyer permission to submit an encroachment permit application to The Metropolitan District for work it will undertake in sections of the Property post-closing.

Yours truly,

FENN ROAD ASSOCIATES, LLC

By: 
Richard Hayes, Jr.
Member

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

SLUDGE REVENUE

Tom Tyler, Director of Facilities, presented regarding MDC sludge revenue.

SEWER RATES

Christopher Levesque, Chief Operating Officer, presented on the MDC sewer rates.

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

Judy Allen, of West Hartford, spoke regarding the pending legislation at the General Assembly.

David Silverstone, Independent Consumer Advocate, urged caution about publicity on water rates stating that the water bills should be considered as a whole.

ADJOURNMENT

The meeting was adjourned at 6:27 PM

ATTEST:

A handwritten signature in black ink that reads "John Mirtle". The signature is written in a cursive, slightly slanted style.

John S. Mirtle
District Clerk

April 27, 2021

Date of Approval

**BUREAU OF PUBLIC WORKS
SPECIAL MEETING**

Remote Meeting
Tuesday, April 27, 2021

Present: Commissioners Andrew Adil, John Avedisian, Richard Bush, David Drake, James Healy, Allen Hoffman, Byron Lester, Maureen Magnan, Raymond Sweezy, Alvin Taylor, Calixto Torres, Richard W. Vicino and District Chairman William DiBella (13)

Absent: Commissioners Donald Currey, Diane Lewis, Alphonse Marotta, Dominic Pane, Bhupen Patel and James Woulfe (6)

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
Sue Negrelli, Director of Engineering
Tom Tyler, Director of Facilities
Rob Constable, Manager of Treasury
Shereese Rodgers, Senior Financial Analyst
Lisa Remsen, Manager of Budget and Analysis
Carrie Blardo, Assistant to the Chief Operating Officer
Victoria S. Escoriza, Executive Assistant
Julie Price, Professional Level Associate
Jeffrey Knight, Counsel, Pillsbury Winthrop Shaw Pittman
David Silverstone, Independent Consumer Advocate

CALL TO ORDER

The meeting was called to order by Chairman Vicino at 1:32 PM

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MEETING MINUTES

On motion made by Commissioner Hoffman and duly seconded, the meeting minutes of March 10, 2021 were approved.

SEWAGE SLUDGE INCINERATORS CONSENT DECREE

At 1:33 P.M., Chairman Vicino requested an executive session to discuss a pending consent decree.

On a motion made by Commissioner Hoffman and duly seconded, the Bureau of Public Works entered into executive session to discuss pending litigation and a consent decree.

Those in attendance during the executive session:

Commissioners Andrew Adil, John Avedisian, Richard Bush, David Drake, James Healy, Allen Hoffman, Byron Lester, Maureen Magnan, Raymond Sweezy, Alvin Taylor, Calixto Torres, Richard W. Vicino and District Chairman William DiBella; Chief Executive Officer Scott W. Jellison; Chief Operating Officer Christopher Levesque, Chief Administrative Officer Kelly Shane; Director of Engineering Susan Negrelli, Attorneys Christopher Stone, John S. Mirtle and Jeffrey Knight of Pillsbury Winthrop Shaw Pittman.

RECONVENE

At 2:31 P.M., Chairman Vicino requested to come out of executive session and on motion made by Commissioner Torres and duly seconded, the Bureau of Public Works came out of executive session and reconvened. No formal action was taken.

To: Bureau of Public Works for consideration on April 27, 2021

The Clean Air Act required the EPA to create emission limits and standards for Sewage Sludge Incinerators (SSIs). The EPA drafted guidelines and emissions standards for “new SSIs” and “existing SSIs.” The emissions limits are significantly stricter for “new” units. An existing SSI unit is defined as construction commenced before October 14, 2010. The Hartford Water Pollution Control Facility’s (HWPCF) SSI units were constructed in the 70s and would qualify as existing. If an existing SSI unit is “modified” i.e. over the life of the SSI unit the owner spends at least 50% of the original construction costs on improvements or upgrades, it is no longer considered an existing SSI and instead falls under the new SSI regulations.

In 2010, the EPA released a proposed rule to implement the emissions standards with an effective date of March 2016. The National Assoc. of Clean Water Agencies (NACWA) sued EPA over the proposed rule in 2011. In 2013 the DC Circuit Court of Appeals remanded portions of the rule directing EPA to explain portions of the rulemaking and emissions limits establishment process but the Court allowed the rule and emissions limits to remain in effect. *NACWA v. EPA*, 734 F.3d 115 (2013)

Since the rule went into effect in early 2016, the District has been engaged in debate with the EPA over whether the District’s SSI units are required to comply with the “existing” emissions limits or the more stringent “new” emissions limits. The disputed issues revolve around whether work performed at the HWPCF since the 1970s should be counted against the 50% modification threshold set in the rule. The EPA indicated that it believes the District’s SSI units

exceed the 50% modification threshold and are therefore regulated by the “new” emission limits. The District provided substantial documentation and support for its position that some of the construction projects or physical components the EPA is including in its modification analysis should not be included under the SSI Rule. EPA issued a Notice of Violation against the District on January 12, 2017.

As currently designed, the District’s SSI units have historically demonstrated consistent compliance with the emissions limits for “existing” SSI units and also largely met the “new” limits for all controlled pollutants except for one, carbon monoxide. In order to avoid costly upgrades required to comply with the “new” emissions limits, the District repeatedly tried to convince the EPA for years that its modification analysis was flawed and the District’s SSI units rightly fall under the “existing” emission limits. Ultimately, EPA did not agree and notified the District that if the District did not agree to enter into a Consent Decree to bring the SSI units into compliance with the regulations, EPA would refer this issue to the Department of Justice for enforcement.

Staff briefed the Bureau of Public Works on this potential enforcement action and Consent Decree on September 30, 2020. The terms and conditions of a Consent Decree have been negotiated with EPA and DOJ since that time. If approved, the Consent Decree requires compliance by the District’s SSI units with the “new” emission limits and regulations by April 30, 2022 and payment of a civil penalty in the amount of \$298,000.

It is **RECOMMENDED** that it be

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

RESOLVED: That the Chief Executive Officer of The Metropolitan District, Scott W. Jellison, on behalf of the District, hereby is authorized, empowered and directed to enter into a sewage sludge incinerator standards Consent Decree with the United States Environmental Protection Agency and United States Department of Justice.

Respectfully submitted,



Scott W. Jellison
Chief Executive Officer

Final Draft 4/15/2021
Settlement Confidential – For Compromise Purposes Only

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

_____)	
UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 90-5-2-1-12047
)	
THE METROPOLITAN DISTRICT,)	
)	
Defendant.)	
_____)	

CONSENT DECREE

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WHEREAS, Plaintiff United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), has filed a complaint in this action concurrently with this Consent Decree, for injunctive relief and civil penalties pursuant to Section 113(b)(2) of the Clean Air Act (“CAA”), 42 U.S.C. § 7413(b)(2), alleging that Defendant, The Metropolitan District (“District” or “Defendant”), violated sewage sludge incineration (“SSI”) standards at 40 C.F.R. Part 60, Subpart LLLL (“standards of performance for new SSI units” or “Subpart LLLL”), and Sections 111 and 129 of the CAA, 42 U.S.C. §§ 7411 and 7429.

WHEREAS, the Complaint alleges that Defendant violated the above-listed federal environmental statutes and regulations at the District’s owned and operated Hartford Water Pollution Control Facility at 240 Brainard Road in Hartford, Connecticut (the “Facility”). The Facility is designed to treat sewage sludge.

WHEREAS, Defendant denies the violations alleged in the Complaint and maintains that it has been in compliance with the CAA, and that it is not liable for civil penalties or other injunctive relief.

WHEREAS, the objectives of the Parties in entering into this Consent Decree are to protect public health, public welfare, and the environment by having the Defendant perform the actions described below, and to ensure that the Defendant achieves and maintains compliance with the CAA, applicable state and local laws, and the terms and conditions of applicable permits.

WHEREAS, the Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

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NOW THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331, 1345, and 1355; Section 113(b) of the CAA, 42 U.S.C. § 7413(b); and over the Parties. Venue lies in this judicial district under Section 113(b) of the CAA, 42 U.S.C. § 7413(b); and 28 U.S.C. §§ 1391(b) and (c) and 1395(a), because the alleged violations took place in this judicial district. Solely for purposes of this Consent Decree, or any action to enforce this Decree, Defendant consents to the Court's jurisdiction over this Consent Decree and any such action to enforce this Decree, and over Defendant, and consents to venue in this judicial district.

2. Solely for purposes of this Consent Decree, Defendant agrees that the Complaint states claims upon which relief may be granted under Section 113(b) of the CAA, 42 U.S.C. § 7413(b).

3. Notice of commencement of this action has been given to the State of Connecticut, specifically the Connecticut Department of Energy and Environmental Protection, by the United States.

II. APPLICABILITY

4. The obligations of this Consent Decree apply to and are binding upon the United States, and upon Defendant and any successors, assigns, or other entities or persons otherwise bound by law.

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5. No transfer of ownership or operation of the Facility, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Defendant of its obligation to ensure that the terms of the Decree are implemented. At least 30 Days prior to such transfer, Defendant shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to EPA Region 1, the United States Attorney for the District of Connecticut, and the United States Department of Justice in accordance with Section XIII (Notices) of this Decree. Any attempt to transfer ownership or operation of the Facility without complying with this Paragraph constitutes a violation of this Decree.

6. Defendant shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Decree, as well as to any contractor retained to perform work required under this Decree. Defendant shall condition any such contract to provide that performance of such work shall be in conformity with the terms of this Consent Decree.

7. In any action to enforce this Consent Decree, Defendant shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

8. Terms used in this Consent Decree that are defined in the CAA, or in regulations promulgated pursuant to the CAA, shall have the meanings assigned to them in the CAA or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

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- a. “Business Day” shall mean a day other than a Saturday, Sunday, or federal holiday.
- b. “Complaint” shall mean the complaint filed by the United States in this action.
- c. “Compliance Requirements” shall mean the requirements set forth in Section V (Compliance Requirements), and Appendices A and B attached to this Consent Decree.
- d. “Consent Decree” or “Decree” shall mean this Consent Decree and Appendices A and B attached hereto.
- e. “Day” shall mean a calendar day unless expressly stated to be a Business Day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next Business Day.
- f. “Defendant” shall mean The Metropolitan District located in Hartford County, Connecticut.
- g. “EPA” shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.
- h. “Effective Date” shall have the definition provided in Section XIV (Effective Date).
- i. “Facility” shall mean the three multi-hearth sewage sludge incinerator units owned and operated by Defendant and located at 240 Brainard Road in Hartford, Connecticut.
- j. “Force Majeure” shall have the definition provided in Paragraph 40 of Section VIII (Force Majeure).

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k. “Interest” shall mean an amount calculated at the rate specified in 28 U.S.C.

§ 1961.

l. “Paragraph” shall mean a portion of this Decree identified by an Arabic numeral.

m. “Parties” shall mean the United States and Defendant.

n. “Section” shall mean a portion of this Decree identified by a Roman numeral.

o. “United States” shall mean the United States of America, acting on behalf of EPA.

IV. CIVIL PENALTY

9. Within 45 Days after the Effective Date of this Consent Decree, Defendant shall pay the sum of two hundred ninety-eight thousand dollars (\$298,000.00) as a civil penalty, together with Interest accruing from the Effective Date (Section XIV) of this Consent Decree.

10. Defendant shall pay the civil penalty due by FedWire Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice account, in accordance with written instructions provided to Defendant by the Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the District of Connecticut after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (“CDCS”) number, which Defendant shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to the Office of District Counsel at legal@themdc.com on behalf of Defendant. Defendant may change the individual to receive payment instructions on its behalf by providing written notice of such change to the United States and EPA in accordance with Section XIII (Notices).

11. At the time of payment, Defendant shall send notice that payment has been made: (i) to EPA via email at cinwd_acctsreceivable@epa.gov or via regular mail at EPA Cincinnati

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Finance Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; (ii) to the United States via email or regular mail in accordance with Section XIII (Notices); and (iii) to EPA in accordance with Section XIII (Notices). Such notice shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in *United States v. The Metropolitan District* and shall reference the civil action number, CDCS Number, and DOJ case number 90-5-2-1-12047.

12. Defendant shall not deduct any penalties paid under this Decree pursuant to this Section IV (Civil Penalty) or Section VII (Stipulated Penalties) in calculating its federal income tax.

V. COMPLIANCE REQUIREMENTS

13. Defendant shall comply with the Compliance Requirements in accordance with the schedules therein. Appendices A and B are incorporated into and are fully enforceable under this Consent Decree.

14. Approval of Deliverables. After review of any plan, report, or other item that is required to be submitted pursuant to Appendices A or B of this Consent Decree or Section V (Compliance Requirements), Section VI (Reporting Requirements), and Section VIII (Force Majeure), EPA shall notify Defendant in writing that EPA: (a) approves the submission; (b) approves the submission upon specified conditions; (c) approves part of the submission and disapproves the remainder; or (d) disapproves the submission.

15. If the submission is approved under Paragraph 14(a), Defendant shall take all actions required by the plan, report, or other item, in accordance with the schedules and requirements of the plan, report, or other item, as approved. If the submission is conditionally approved or approved only in part pursuant to Paragraph 14(b) or (c), Defendant shall, upon written direction from EPA provided in the conditional or partial approval, take all actions required by the approved plan,

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report, or other item that EPA determines are technically severable from any disapproved portions, subject to Defendant's right to dispute the specified conditions or the disapproved portions, under Section IX (Dispute Resolution) of this Consent Decree.

16. If the submission is disapproved in whole or in part under Paragraph 14(c) or 14(d), Defendant shall, within 45 Days, or such longer period of time as the Parties agree to in writing, correct all deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for approval, in accordance with the preceding Paragraphs. If the resubmission is approved in whole or in part, Defendant shall proceed in accordance with the preceding Paragraph.

17. Any stipulated penalties applicable to the original submission, as provided in Section VII (Stipulated Penalties) of this Consent Decree, shall accrue during the 45 Day period or such longer period as the Parties agree to in writing, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part; provided that, if the original submission was so deficient as to constitute a breach of Defendant's obligations under this Decree, the stipulated penalties applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission, subject to Defendant's right to invoke Dispute Resolution.

18. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, EPA may again require Defendant to correct any deficiencies in accordance with the preceding Paragraphs, subject to Defendant's right to invoke Dispute Resolution and the right of EPA to seek stipulated penalties as provided in the preceding Paragraphs.

19. Permits. Where any Compliance Requirement requires Defendant to obtain a federal, state, or local permit or approval, Defendant shall submit timely and complete applications and take

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all other actions necessary to obtain all such permits or approvals. Defendant may seek relief under the provisions of Section VIII (Force Majeure) of this Consent Decree for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if Defendant has submitted timely and complete applications and has taken all other actions necessary to obtain all such permits or approvals.

VI. REPORTING REQUIREMENTS

20. Within 15 Business Days following each calendar quarter (January-March, April-June, July-September, October-December) after the Effective Date, Defendant shall submit to EPA progress reports as required by Item 2 of Appendix A until the date Defendant submits an initial compliance report as required by Item 13 of Appendix A. Thereafter, Defendant shall submit to EPA semiannual progress reports within 15 Business Days following each six-month reporting period (January-June, July-December) until termination of this Decree pursuant to Section XVII (Termination). Defendant shall submit a copy of such report to the U.S. Department of Justice and EPA in accordance with Section XIII (Notices). Defendant's reports shall include the following information: all compliance measures taken under this Consent Decree during the previous calendar quarter; milestones in Appendix A completed; problems encountered or anticipated (together with solutions implemented or proposed); status of any applications for permits required to fulfill any Compliance Requirements; and results of any inspections or tests performed, or any repairs made, under this Consent Decree. In order for the Parties to more easily track Defendant's performance of the actions it is obligated to perform under the terms of this Consent Decree, Defendant shall provide, in its status reports, the checklist form attached hereto as Appendix B, in

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which Defendant shall update its progress, during the previous quarter, toward fulfilling the Compliance Requirements.

21. Beginning on the Effective Date, in accordance with the deadlines in 40 C.F.R. § 60.4915(e)(2), until termination of this Decree pursuant to Section XVII (Termination), Defendant shall provide the information required by 40 C.F.R. § 60.4915(e) in a format that complies with the applicable regulations, including, without limitation, 3-hour and 12-hour block averages.

22. If Defendant violates, or has reason to believe that it may violate, any requirement of this Consent Decree, Defendant shall make a written report to the United States of such violation and its likely duration, within 10 Business Days of the Day that Defendant first becomes aware of the violation, with an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent, correct, or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Defendant shall so state in the report. Defendant shall investigate in good faith the cause of the violation and shall then submit an amendment to the report, including an explanation of the cause (if discovered through its investigation or otherwise) of the violation, within 45 Days of the Day Defendant becomes aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves Defendant of its obligation to provide any notice required by Section VIII (Force Majeure).

23. Whenever any violation of this Consent Decree or of the applicable requirements of Subpart LLLL, or any other event affecting Defendant's performance under this Decree, or the operation of the Facility, may pose an immediate threat to the public health or welfare or the environment, Defendant shall notify EPA orally or by electronic mail as soon as possible, but no

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later than 24 hours after Defendant first knew of the violation or event. The notice required under this Paragraph is in addition to the requirements set forth in the preceding Paragraph.

24. All reports and notifications under this Decree shall be submitted to the persons designated in Section XIII (Notices) of this Consent Decree.

25. Each report submitted by Defendant under this Section shall be signed by an official of the Defendant and include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

26. The reporting requirements of this Consent Decree do not relieve Defendant of any reporting obligations required by the CAA or its implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

27. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

28. Report to the Court. No later than 24 months after the Date of Entry, and every two years thereafter until termination of this Consent Decree pursuant to Section XVII (Termination), Defendant, in consultation with the United States, shall submit to the Court a report on compliance

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with the requirements of this Consent Decree. The report shall include a recommendation regarding the need for a status conference with the Court. The United States may submit to the Court a response or supplement to Defendant's report to the Court within 60 Days after Defendant submits its report.

VII. STIPULATED PENALTIES

29. Defendant shall be liable for stipulated penalties to the United States for violations of this Consent Decree as specified below, unless excused under Section VIII (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Decree, including any payment of civil penalties, compliance requirements of this Decree and any work plan or schedule approved under this Decree, and submission of any required reports or notifications, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

30. Late Payment of Civil Penalty. If Defendant fails to pay when due the civil penalty as specified under Section IV (Civil Penalty) of this Decree, Defendant shall pay a stipulated penalty of \$500 per Day for each Day that the payment is late.

31. The following stipulated penalties shall accrue per violation per Day for each violation of a requirement specified in Section V (Compliance Requirements) and Section VI (Reporting Requirements):

Period of Noncompliance Penalty per Violation per Day

1st through 14th Day	\$250.00
15th through 30th Day	\$500.00
31st Day and beyond	\$1000.00

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32. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until such performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree. Stipulated penalties shall accrue regardless of whether the United States has notified Defendant that a violation of this Consent Decree has occurred.

33. Defendant shall pay any stipulated penalty within 30 Days after receiving the United States' written demand.

34. The United States may in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this Consent Decree.

35. a. Stipulated penalties shall continue to accrue as provided in Paragraph 32 during any Dispute Resolution but need not be paid until the dispute is resolved by agreement of the Parties or by a decision of EPA that is not appealed to the Court. Defendant shall pay accrued penalties determined to be owing, together with Interest, to the United States within 30 Days of the effective date of the agreement or the receipt of EPA's decision.

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, Defendant shall pay all accrued penalties determined by the Court to be owing, together with Interest, within 60 Days of receiving the Court's decision or order, except as provided in subparagraph c, below. Notwithstanding Paragraph 32 of this Consent Decree, during such judicial review by the Court, stipulated penalties shall not accrue with respect to the disputed violation during the period, if any, beginning on the 60th Day after the Court's receipt of the motion provided for by Paragraph 49, until the date that the Court issues a final decision regarding such dispute.

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c. If either Party appeals the District Court's decision, Defendant shall pay all accrued penalties determined to be owing, together with Interest, within 30 Days of receiving the final appellate court decision.

36. Defendant shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraphs 11 and 12, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

37. If Defendant fails to pay stipulated penalties according to the terms of this Consent Decree, Defendant shall be liable for Interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for Defendant's failure to pay any stipulated penalties.

38. The payment of penalties and Interest, if any, under this Section shall not alter in any way Defendant's obligations to complete the performance of the requirements of this Consent Decree.

39. Subject to the provisions of Section XI (Effect of Settlement/Reservation of Rights) of this Consent Decree, the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States for Defendant's violation of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of the CAA or regulations thereunder, Defendant shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed for such violations.

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VIII. FORCE MAJEURE

40. “Force Majeure,” for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendant, of any entity controlled by Defendant, or of any of Defendant’s contractors that delays or prevents the full performance of any obligation under this Consent Decree despite Defendant’s best efforts to fulfill the obligation. The requirement that Defendant exercise “best efforts to fulfill the obligation” includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (a) as it is occurring and (b) after it has occurred to prevent or minimize any resulting delay to the greatest extent possible. “Force Majeure” does not include Defendant’s financial inability to perform any obligation under this Consent Decree.

41. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, the Defendant shall provide notice orally or by electronic mail to EPA as soon as possible but no later than within 72 hours of when Defendant first knows that the event might cause a delay. Within seven Days thereafter, Defendant shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Defendant’s rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Defendant, such event may cause or contribute to an endangerment to public health, welfare or the environment. Defendant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event. Failure to comply with the above

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requirements shall preclude Defendant from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure.

Defendant shall be deemed to know of any circumstance of which Defendant, any entity controlled by Defendant, or any of Defendant's contractors knew or should have known.

42. If EPA agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of obligations under this Decree that are affected by the force majeure event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. EPA will notify Defendant in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

43. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify Defendant in writing of its decision.

44. If Defendant elects to invoke the dispute resolution procedures set forth in Section IX (Dispute Resolution), it shall do so no later than 15 Days after receipt of EPA's notice. In any such proceeding, Defendant shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Defendant complied with the requirements of Paragraphs 40 and 41. If Defendant carries this burden, the delay at issue shall be deemed not to be a violation by Defendant of the affected obligation of this Consent Decree identified to EPA and the Court.

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IX. DISPUTE RESOLUTION

45. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. Defendant's failure to seek resolution of a dispute under this Section shall preclude Defendant from raising any such issue as a defense to an action by the United States to enforce any obligation of Defendant arising under this Decree.

46. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen on the date Defendant sends the United States a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 30 Days from the date the dispute arises, unless that period is modified by written agreement of the Parties. If the Parties cannot resolve a dispute by informal negotiations, then the United States shall provide Defendant with written notice of its final decision. The final decision of the United States shall be considered binding under the terms of this Consent Decree unless, within 30 Days after receipt by Defendant of the United States' notice of its final decision, Defendant invokes the formal dispute resolution procedures as set forth below.

47. Formal Dispute Resolution. Defendant shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States its written Statement of Position regarding the matter in dispute. Defendant's Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendant's position and any supporting documentation relied upon by Defendant; and may specify

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the Defendant's position as to whether formal dispute resolution should proceed under Paragraph 51(a) or 51(b).

48. The United States shall serve its Statement of Position within 45 Days of receipt of Defendant's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The Director of the Enforcement and Compliance Assurance Division, EPA Region 1, will issue a final decision resolving the matter in dispute which shall include, but need not be limited to, the factual data, analysis, and documentation that are the basis(es) of the decision. The decision of the Director of the Enforcement and Compliance Assurance Division shall be binding upon the Defendant, subject only to the right to seek judicial review, in accordance with the following Paragraph. An administrative record of the dispute shall be maintained by EPA and shall contain all Statements of Position, including supporting documentation, submitted by the Parties. Where appropriate, EPA may allow submission of supplemental statements of position by the Parties.

49. Defendant may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section XIII (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 20 Days of receipt of the final decision by the Director of Enforcement and Compliance Assurance Division, Region 1, pursuant to Paragraph 48. The motion shall contain a written statement of Defendant's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree. Defendant's motion to the Court shall not raise new

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issues or submit new facts that were not previously presented to the United States during formal dispute resolution.

50. The United States shall respond to Defendant's motion within the time period allowed by the Local Rules of this Court. Defendant may file a reply memorandum, to the extent permitted by the Local Rules.

51. Standard of Review.

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 47 pertaining to the adequacy or appropriateness of plans, procedures to implement plans, schedules or any other items requiring approval by EPA under this Consent Decree; the adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, Defendant shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 47, Defendant shall bear the burden of demonstrating that its position complies with this Consent Decree and better furthers the objectives of the Consent Decree.

52. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendant under this Consent Decree, unless and until final resolution of the dispute so provides. Except as set forth in Paragraph 35.b., stipulated penalties with respect to the disputed matter shall continue to accrue from the first

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day of nonperformance, but payment shall be stayed pending resolution of the dispute, as provided in Paragraph 35. If Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VII (Stipulated Penalties).

X. INFORMATION COLLECTION AND RETENTION

53. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry into the Facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

- a. monitor the progress of activities required under this Consent Decree;
 - b. verify any data or information submitted to the United States in accordance with the terms of this Consent Decree;
 - c. obtain samples and, upon request, splits of any samples taken by either Defendant or its representatives, contractors, or consultants;
 - d. obtain documentary evidence, including photographs, video and similar data;
- and/or
- e. assess compliance with this Consent Decree.

54. Upon request, Defendant shall provide EPA or its authorized representative splits of any samples taken by Defendant. Upon request, EPA shall provide Defendant splits of any samples taken by EPA. Upon request, EPA shall provide Defendant with copies of photographs taken at or of the Facility.

55. Until five years after the termination of this Consent Decree, Defendant shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic

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form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Defendant's performance of its obligations under this Consent Decree. This information retention requirement shall apply regardless of any contrary corporate, municipal or institutional policies or procedures. At any time during this information-retention period, upon request by the United States, Defendant shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

56. At the conclusion of the information-retention period provided in the preceding Paragraph, Defendant shall notify the United States at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph within its possession or control and, upon request by the United States, Defendant shall deliver any such documents, records, or other information to EPA, subject to the procedures set forth in 40 C.F.R. Part 2. Defendant may also assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege or doctrine recognized by federal law. If Defendant asserts such a claim, it shall provide the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of each author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege or other claim asserted by Defendant. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

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57. Defendant may also assert that information required to be provided under this Section is protected as Confidential Business Information (“CBI”) under 40 C.F.R. Part 2. As to any information that Defendant seeks to protect as CBI, Defendant shall follow the procedures set forth in 40 C.F.R. Part 2. Defendant may make no claim of business confidentiality or protection regarding any air emission records that Defendant is required to create or generate pursuant to this Consent Decree.

58. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal laws, regulations or permits, nor does it limit or affect any duty or obligation of Defendant to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

59. This Consent Decree resolves the civil claims of the United States for the violations alleged in the Complaint filed in this action through the date of lodging of this Consent Decree. This Consent Decree does not limit any rights or remedies available to the United States for any criminal violation.

60. The United States reserves all legal and equitable remedies available to enforce the provisions of the Consent Decree, except as expressly stated in Paragraph 59. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under the CAA or implementing regulations, or under other federal laws, regulations or permit conditions, except as expressly specified in Paragraph 59. The United States further reserves all legal and equitable remedies to address any imminent and substantial endangerment to the public

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health or welfare or the environment arising at, or posed by, Defendant's Facility, whether related to the violations addressed in this Consent Decree or otherwise.

61. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, or other appropriate relief relating to the Facility, Defendant shall not assert, and may not maintain, any defense or claim based on the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 59 of this Section.

62. This Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations. Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits; and Defendant's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that Defendant's compliance with any aspect of this Consent Decree will result in compliance with provisions of the CAA, or any other provisions of federal, state, or local laws, regulations, or permits.

63. This Consent Decree does not limit or affect the rights of Defendant or of the United States against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Defendant, except as otherwise provided by law.

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64. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

XII. COSTS

65. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by Defendant.

XIII. NOTICES

66. Unless otherwise specified in this Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

As to the United States by email: Anne.Thidemann@usdoj.gov
eescdcopy.enrd@usdoj.gov
 RE: DJ# 90-5-2-1-1-12047

As to the United States by mail: EES Case Management Unit
 Environment and Natural Resources Division
 U.S. Department of Justice
 P.O. Box 7611
 Washington, D.C. 20044-7611

As to EPA by mail: Director
 Enforcement and Compliance Assurance Division
 EPA Region 1
 5 Post Office Square, Suite 100
 Boston, Massachusetts 02109-3912

As to EPA by email: Tahani Rivers, Attorney-Advisor
rivers.tahani@epa.gov
 Christine Sansevero, Chief, Air Compliance Section
sansevero.christine@epa.gov

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As to Defendant by e-mail: Office of District Counsel
legal@themdc.com

and

Tom Tyler
ttyler@themdc.com

67. Any Party may, by written notice to the other Party, change its designated notice recipient or notice address provided in the preceding Paragraph.

68. Notices submitted pursuant to this Section, including electronic mailing, shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XIV. EFFECTIVE DATE

69. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

XV. RETENTION OF JURISDICTION

70. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections IX (Dispute Resolution) and XVI (Modification), or effectuating or enforcing compliance with the terms of this Decree.

XVI. MODIFICATION

71. The terms of this Consent Decree, including Appendices A and B, may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

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A change in due dates for Compliance Requirements or any other obligations under this Decree, with the exception of the requirement to meet the December 31, 2021 General Compliance Obligations in Appendix A, Item 1, shall not constitute a material change requiring approval by the Court.

72. Any disputes concerning modification of this Decree shall be resolved pursuant to Section IX (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 51, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XVII. TERMINATION

73. After Defendant has completed the requirements of Section V (Compliance Requirements), Section VI (Reporting Requirements), and Appendix A of this Decree, has thereafter maintained continuous satisfactory compliance with this Decree for a period of two years, and has paid the civil penalty and any stipulated penalties and Interest as required by this Consent Decree, Defendant may serve upon the United States a Request for Termination, stating that the requirements of this Consent Decree have been met, together with all necessary supporting documentation.

74. Following receipt by the United States of Defendant's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendant has satisfactorily complied with the requirements for termination of this Consent Decree. If the United States agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

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75. If the United States does not agree that the Decree may be terminated, Defendant may invoke dispute resolution under Section IX (Dispute Resolution). However, Defendant shall not seek dispute resolution of any dispute regarding termination until 30 Days after service of its Request for Termination.

XVIII. PUBLIC PARTICIPATION

76. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Defendant consents to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified Defendant in writing that it no longer supports entry of the Decree.

XIX. SIGNATORIES/SERVICE

77. Each undersigned representative of Defendant and the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

78. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendant agrees to accept service of process by mail or by electronic mail directed to the persons designated in Section XIII (Notices) of this Consent Decree with respect to all matters arising under or relating to this Consent Decree and to waive the formal

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service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XX. INTEGRATION

79. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding between the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than deliverables that are subsequently submitted and approved pursuant to this Decree, the Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.

XXI. FINAL JUDGMENT

80. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and Defendant.

XXII. APPENDICES

81. Appendices A and B are attached to and part of this Consent Decree.

Dated and entered this ____ day of _____, 2021.

UNITED STATES DISTRICT JUDGE

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FOR PLAINTIFF UNITED STATES OF AMERICA:

DATE

JOHN B. HUGHES
Assistant United States Attorney
Chief, Civil Division
Office of the United States Attorney, District of
Connecticut
Connecticut Financial Center
157 Church Street
25th Floor
New Haven, CT 06510

DATE

ANNE F. THIDEMANN
Assistant United States Attorney
Office of the United States Attorney, District of
Connecticut
Federal Bar No. ct28028
1000 Lafayette Boulevard, 10th Floor, Bridgeport, CT
06604

JEAN E. WILLIAMS
Deputy Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

DATE

BRIAN G. DONOHUE
Senior Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Ben Franklin Station P.O. Box 7611
Washington, D.C. 20044-7611
(202) 514-5413
brian.donohue@usdoj.gov

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FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

DATE

CARL DIERKER
Regional Counsel
U.S. Environmental Protection Agency, Region 1
5 Post Office Square-Suite 100 (Mail Code: 04-6)
Boston, MA 02109-3912

DATE

TAHANI ANN RIVERS
Enforcement Counsel
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5 Post Office Square - Suite 100 (Mail Code: 04-3)
Boston, MA 02109-3912

OF COUNSEL

TOM OLIVIER
Senior Enforcement Counsel
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PROVIDENCE SPINA
U.S. Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N.W. (Mail Code: 2242A)
Washington, D.C. 20460

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FOR DEFENDANT THE METROPOLITAN DISTRICT:

DATE

SCOTT W. JELLISON
Chief Executive Officer
The Metropolitan District
555 Main St.
Hartford, CT 06103

DATE

CHRISTOPHER R. STONE
District Counsel
The Metropolitan District
555 Main St.
Hartford, CT 06103

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Appendix A

1. General Compliance Obligations

No later than April 30, 2022, and in accordance with the schedule set forth in this Appendix A, the Defendant, for all three of its SSIs, shall comply with all applicable requirements of this Consent Decree and of 40 C.F.R. Part 60, Subpart LLLL (“Subpart LLLL”), including but not limited to those cited below.

2. Progress Reports

Defendant shall submit quarterly progress reports within 15 Business Days following each calendar quarter (January-March, April-June, July-September, October-December) via email, as required under Paragraph 20 of this Consent Decree, until Defendant submits an initial compliance report as required by Item 13 of this Appendix A. Thereafter, Defendant shall submit semiannual progress reports within 15 Business Days following each six-month reporting period (January-June, July-December) until termination of this Decree pursuant to Section XVII (Termination). The progress reports shall provide a detailed update on all requirements under this Consent Decree, carried out during the preceding reporting period at the Facility (but should not provide historic or cumulative information, from prior reporting periods, unless relevant to compliance-related activities, required by this Consent Decree, carried out during the immediately preceding period).

3. Training

Defendant shall operate its three SSI units only while a fully trained and qualified SSI unit operator is accessible, with certain regulatorily specified exceptions, who has completed an incinerator operator training course and maintained or renewed

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qualifications, within the requisite time periods as required by 40 C.F.R. §§ 60.4810, 60.4815, 60.4820, 60.4825, 60.4830, and 60.4835.

4. **Control Plan**

On December 1, 2020, Defendant submitted a Control Plan that it asserts reflects the requirements of Subpart LLLL to EPA for review. EPA will approve or disapprove the plan in writing as provided by Paragraph 14 of this Decree. Defendant shall comply with the EPA-approved Control Plan on the date EPA notifies Defendant that the Facility's Control Plan is approved.

5. **Mercury Petition**

On December 1, 2020, the District submitted a Mercury Petition to "...the Administrator for specific operating parameters, operating limits, and averaging periods..." 40 C.F.R. § 60.4855(b). EPA will approve or disapprove the Mercury Petition in writing as provided by Paragraph 14 of this Decree. Defendant shall comply with the EPA-approved Mercury Petition (*see* 40 C.F.R. § 60.4855(b)) on the date EPA notifies Defendant that the Mercury Petition is approved.

6. **Site-Specific Monitoring Plan**

- a. On December 1, 2020, the District submitted the Facility's site-specific monitoring plan ("SSMP") as required by 40 C.F.R. § 60.4880. EPA will approve or disapprove the SSMP in writing as provided by Paragraph 14 of this Decree. Defendant shall comply with the SSMP on the date EPA notifies Defendant that the SSMP is approved.

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- b. The District shall update and resubmit the SSMP if there are any changes or potential changes in monitoring procedures or if there is a process change, as defined in § 60.4930. *See*, 40 C.F.R. § 60.4880(h).

7. **Control Device Inspections**

- a. **Initial Air Pollution Control Device Inspection:** By December 31, 2020, Defendant conducted an initial air pollution control device inspection according to 40 C.F.R. § 60.4900(c) at the Facility and performed any necessary repairs found during the inspection in accordance with the requisite regulatory time frames as required by 40 C.F.R. §§ 60.4875(a), (b).
- b. **Annual Air Pollution Control Device Inspection:** Within 12 months of the initial air pollution control device inspection specified by Item 7.a. above, and annually thereafter, conduct an air pollution control device inspection according to 40 C.F.R. § 60.4900(c) and perform any necessary repairs found during the inspection in accordance with the requisite regulatory time frames as required by 40 C.F.R. §§ 60.4895(a) and (b).

8. **Notification of Performance Test and Site-Specific Test Plan**

Within 60 Days of EPA approval of the SSMP, Defendant shall submit a performance test notification and a site-specific test plan meeting applicable requirements of 40 C.F.R. § 60.4900(a) for each pollutant specified in Table 2 to Subpart LLLL for multiple hearth sewage sludge incineration units. EPA will approve or disapprove the test plan in writing as provided by Paragraph 14 of this Decree.

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9. **Initial Performance Testing**

- a. Within 30 Days of receiving EPA comments on the test plan required in Item 8 above, Defendant shall revise and resubmit the test plan in accordance with EPA's comments or required changes. EPA will approve, approve with conditions, or disapprove the test plan in writing as provided by Paragraph 14 of this Decree.
- b. Within 30 days of the date EPA approves the test plan, Defendant shall hold a pre-test meeting with EPA and schedule the testing date(s). The testing must take place no later than 60 days after the pre-test meeting. *See*, 40 C.F.R. §§ 60.8, 60.4865(a).
- c. Within 60 Days of completing the testing, Defendant must submit a complete test report to EPA. *See*, 40 C.F.R. § 60.4915(i).

10. **Setting Initial Operating Limits**

Defendant shall establish site-specific operating limits during the initial performance test, as required by 40 C.F.R. § 60.4870, provided the test demonstrates compliance. *See*, 40 C.F.R. § 60.4850(a).

11. **Meeting Operating Limits**

Defendant shall meet the site-specific operating limits, upon establishment, when sewage sludge is in the SSI combustion chamber, as required by 40 C.F.R. § 60.4850. *See*, 40 C.F.R. § 60.4890.

12. **Demonstrate Compliance**

- a. By April 30, 2022, Defendant shall meet the emission limits and standards and demonstrate initial and ongoing compliance with the emission limits and

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standards for multiple hearth sewage sludge incineration units specified in Table 2 to Subpart LLLL. *See*, 40 C.F.R. §§ 60.4845, 60.4865, 60.4885.

- b. From the time Defendant conducts its initial performance test until termination of this Consent Decree, if Defendant fails to demonstrate compliance with emission limits for any pollutant as specified in Table 2 to Subpart LLLL, Defendant shall propose measures, in writing, for attaining and demonstrating compliance with the applicable emission limit(s). Defendant shall propose these measures to EPA, in writing, for review and approval, as expeditiously as practicable, but no later than 60 days from knowledge of a failure.
- c. By July 31, 2021, Defendant shall install a carbon monoxide continuous emissions monitoring system specified in 40 C.F.R. § 60.4900(b) and demonstrate compliance with the Subpart LLLL carbon monoxide emission limit using a continuous emissions monitoring system. *See*, 40 C.F.R. § 60.4885(b)(1).

13. Initial Compliance Report

Within 60 days of completing the initial performance test, Defendant shall submit to EPA an initial compliance report containing the information required by 40 C.F.R. § 60.4915(c).

14. Semiannual Deviation Report

Beginning on the Effective Date, in accordance with the deadlines in 40 C.F.R. § 60.4915(e)(2), until termination of this Decree pursuant to Section XVII (Termination), Defendant shall provide the information required by 40 C.F.R.

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§ 60.4915(e) in a format that complies with the applicable regulations, including, without limitation, 3-hour and 12-hour block averages.

15. **Annual Compliance Testing**

Except as provided in 40 C.F.R. §§ 60.4885(a)(3), (e), and (f), following the date that the initial performance test is completed, Defendant shall conduct a performance test for each pollutant as specified in Table 2 to Subpart LLLL on an annual basis (between 11 and 13 calendar months following the previous performance test). *See*, 40 C.F.R. § 60.4885(a). The testing shall be conducted pursuant to 40 C.F.R. § 60.4900(a).

16. **Annual Compliance Report(s)**

Defendant must submit an annual compliance report that includes the items listed in 40 C.F.R. §§ 60.4915(d)(1) through (d)(16). The first annual compliance report is due no later than 12 months following the submission of the initial compliance report, required by Item 13 of this Appendix A. Subsequent annual compliance reports are due no more than 12 months following submission of the previous annual compliance report.

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Appendix B Tracking Checklist Summarizing Consent Decree Compliance Requirements and Deadlines (Update and Submit in Progress Reports)		
Description of Compliance Requirement (CD Paragraph)	Due Date	Due Date Met (Yes, No, Not yet due)?
Meet all 40 CFR Part 60, Subpart LLLL Requirements (App. A, Item 1)	April 30, 2022	
Submit progress reports (App. A, Item 2)	Quarterly from the Effective Date until Defendant submits an initial compliance report; semiannually thereafter until termination of this Decree	
Submit semiannual deviation reports (App. A, Item 14)	Semiannually from the Effective Date until termination of this Decree	
Meet annual operator training requirements (App. A, Item 3)	Effective Date	
Submit Control Plan (App. A, Item 4)	December 1, 2020	Yes
Comply with Control Plan (App. A, Item 4)	Upon EPA approval of the Control Plan	
Submit Mercury Petition (App. A, Item 5)	December 1, 2020	Yes
Comply with Mercury Petition (App. A, Item 5)	Upon EPA approval of the Mercury Petition	
Submit SSMP (App. A, Item 6.a.)	December 1, 2020	Yes
Comply with SSMP (App. A, Item 6.a.)	Upon EPA approval of the SSMP	
Conduct initial and annual air control device inspection and conduct related repairs (App. A, Item 7.a. and 7.b.)	December 31, 2020 and annually thereafter	Yes
Submit performance test notification and test plan (App. A, Item 8)	Within 60 Days after notice of EPA approval of the SSMP	
Revise and resubmit test plan, if required (App. A, Item 9.a.)	Within 30 Days after receiving EPA's test plan comments	
Hold a pre-test meeting with EPA and schedule the testing date(s) (App. A, Item 9.b.)	Within 30 Days after notice of EPA's test plan approval	
Conduct testing (App. A, Item 9.b.)	No later than 60 Days after the pre-test meeting	
Submit a complete test report (App. A, Item 9.c.)	Within 90 Days of test completion	
Set operating limits (App. A, Item 10)	During the initial performance test	
Meet the operating limits (App. A, Item 11)	Continuous compliance required, upon setting	

Confidential – For Compromise Purposes Only

	operating limits, when sewage sludge is in the combustion chamber	
Meet the emission limits and standards and demonstrate initial and ongoing compliance with the emission limits and standards (App. A, Item 12.a.)	By April 30, 2022	
If Defendant fails to demonstrate compliance with emission limits for any pollutant, Defendant shall propose measures, in writing, for attaining and demonstrating compliance with the applicable emission limit(s) (App. A, Item 12.b.).	Shall propose no later than 60 Days from knowledge of failure	
Install a carbon monoxide emissions monitoring system and demonstrate compliance with the NSPS Subpart LLLL carbon monoxide emission limit using a continuous emissions monitoring system (App. A, Item 12.c.)	By July 31, 2021	
Submit initial compliance report (App. A, Item 13)	Within 60 days of completing the initial performance test	
Conduct annual performance test (App. A, Item 15)	Annually (between 11 and 13 calendar months following the previous performance test)	
Submit annual compliance report (App. B., Item 16)	Annually (12 months from submission of previous compliance report)	

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

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

No one from the public appeared to be heard.

ADJOURNMENT

The meeting was adjourned at 2:32 PM

ATTEST:

John S. Mirtle
District Clerk

June 9, 2021

Date of Approval

**BUREAU OF PUBLIC WORKS
REGULAR MEETING**

555 Main Street, Hartford
Wednesday, June 9, 2021

Present: Commissioners Andrew Adil, John Avedisian, Richard Bush, Donald Currey, David Drake, James Healy, Allen Hoffman, Byron Lester, Dominic Pane, Raymond Sweezy, Alvin Taylor, Calixto Torres, and Richard W. Vicino (13)

Absent: Commissioners Maureen Magnan, Alphonse Marotta, Bhupen Patel, James Woulfe and District Chairman William DiBella (5)

Also

Present: Commissioner Jacqueline Mandyck
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
Sue Negrelli, Director of Engineering
Tom Tyler, Director of Facilities
Michael Curley, Manager of Technical Services
Jennifer Ottalagana, Senior Project Manager
Carrie Blardo, Assistant to the Chief Operating Officer
Victoria S. Escoriza, Executive Assistant
Julie Price, Professional Level Associate
David Silverstone, Independent Consumer Advocate

CALL TO ORDER

The meeting was called to order by Chairman Vicino at 5:12 PM

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MEETING MINUTES

On motion made by Commissioner Adil and duly seconded, the meeting minutes of April 27, 2021 were approved.

712 CEDAR STREET, NEWINGTON ENCROACHMENT AGREEMENT

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

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

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

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

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

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

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

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

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

Staff has reviewed this request and considers it feasible.

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

It is RECOMMENDED that it be

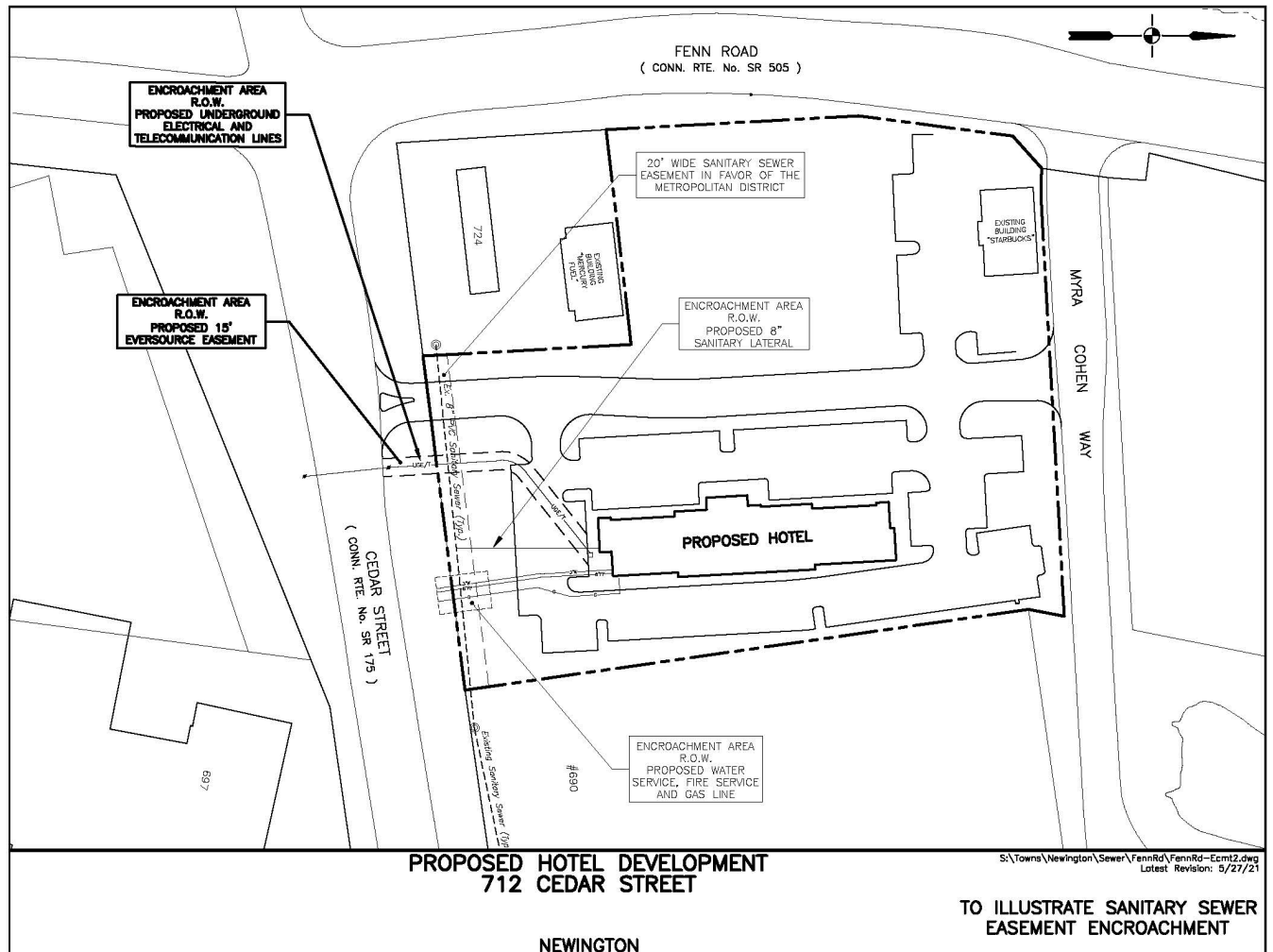
VOTED: That the Bureau of Public Works recommends to the District Board passage of the following resolution:

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

Respectfully Submitted,



Scott W. Jellison
Chief Executive Officer





May 5, 2021

Ref: 42690.00

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

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

Mr. Curley,

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

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

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

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

Engineers | Scientists | Planners | Designers

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

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



The following items are included to support Permit request:

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

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

Client:

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

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

Attorney:

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

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

Sincerely,
Vanasse Hangen Brustlin, Inc.

A handwritten signature in blue ink, appearing to read "R. Szwelicki", is placed over a rectangular area.

Rod Szwelicki, PE

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

**SCOTT DRIVE, BLOOMFIELD
ENCROACHMENT AGREEMENT**

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

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

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

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

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

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

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

Staff has reviewed this request and considers it feasible.

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

It is RECOMMENDED that it be

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

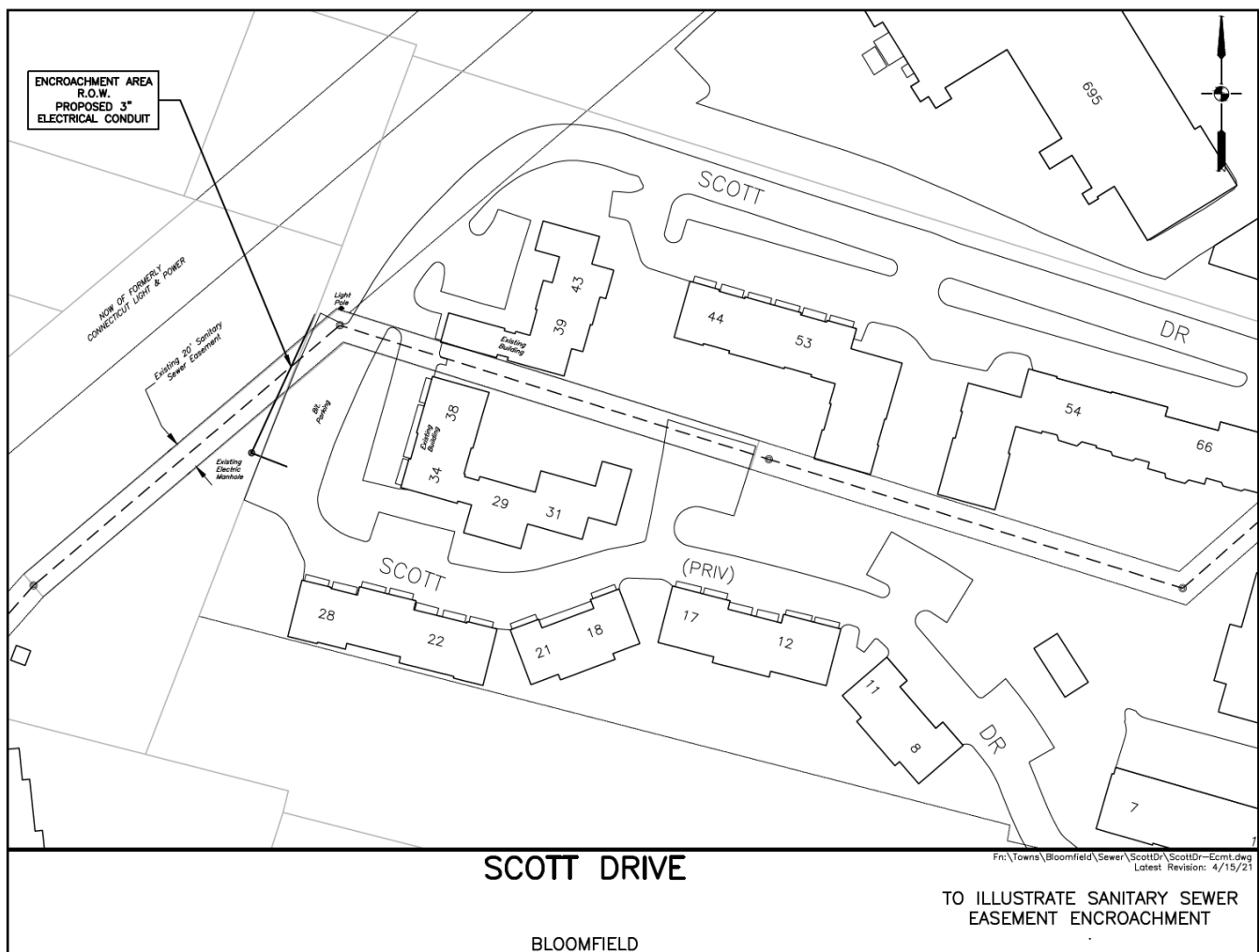
RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute an agreement, subject to approval of form and content by District Counsel, granting permission to Eversource Energy to encroach upon the MDC's existing twenty-foot-wide (20') sanitary sewer easement situated on the Property in order to: (i) perform

the work for the Improvements as shown on the plan submitted by Eversource and (ii) maintain, repair and replace such Improvements, provided that the District shall not be held liable for any cost or damage of any kind from the present and in the following years as a result of any encroachment authorized hereby, and further provided that such agreement shall not be effective until fully executed by The Metropolitan District and Eversource, and recorded on the Bloomfield land records. In the event that such full execution and recording does not occur within three (3) months from the date of passage of this resolution, then it shall be null and void, and of no further force and effect.

Respectfully Submitted,



Scott W. Jellison
Chief Executive Officer





410 Sheldon St
Hartford, CT 06106
860-280-2038

John.Serdechny@Eversource.com

March 25, 2021

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

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

Dear Mr. Curley,

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

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

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

Sincerely,

John Serdechny
Field Engineering Design
Eversource

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

5, 7 & 9 TUNXIS AVENUE, BLOOMFIELD ENCROACHMENT AGREEMENT

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

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

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

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

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

Since some contamination on the Properties will remain in place and not be removed pursuant the above described remediation to be undertaken by ExxonMobil in accordance with the Program, an Environmental Land Use Restriction ("ELUR") is required to be filed on the Bloomfield land records to ensure that any disturbance of these remaining soils and groundwater is performed with prior written notice to CTDEEP and in accordance with proper soil and groundwater management practices and restrictions set forth in the ELUR.

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

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

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

District staff has reviewed this request and considers it feasible.

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

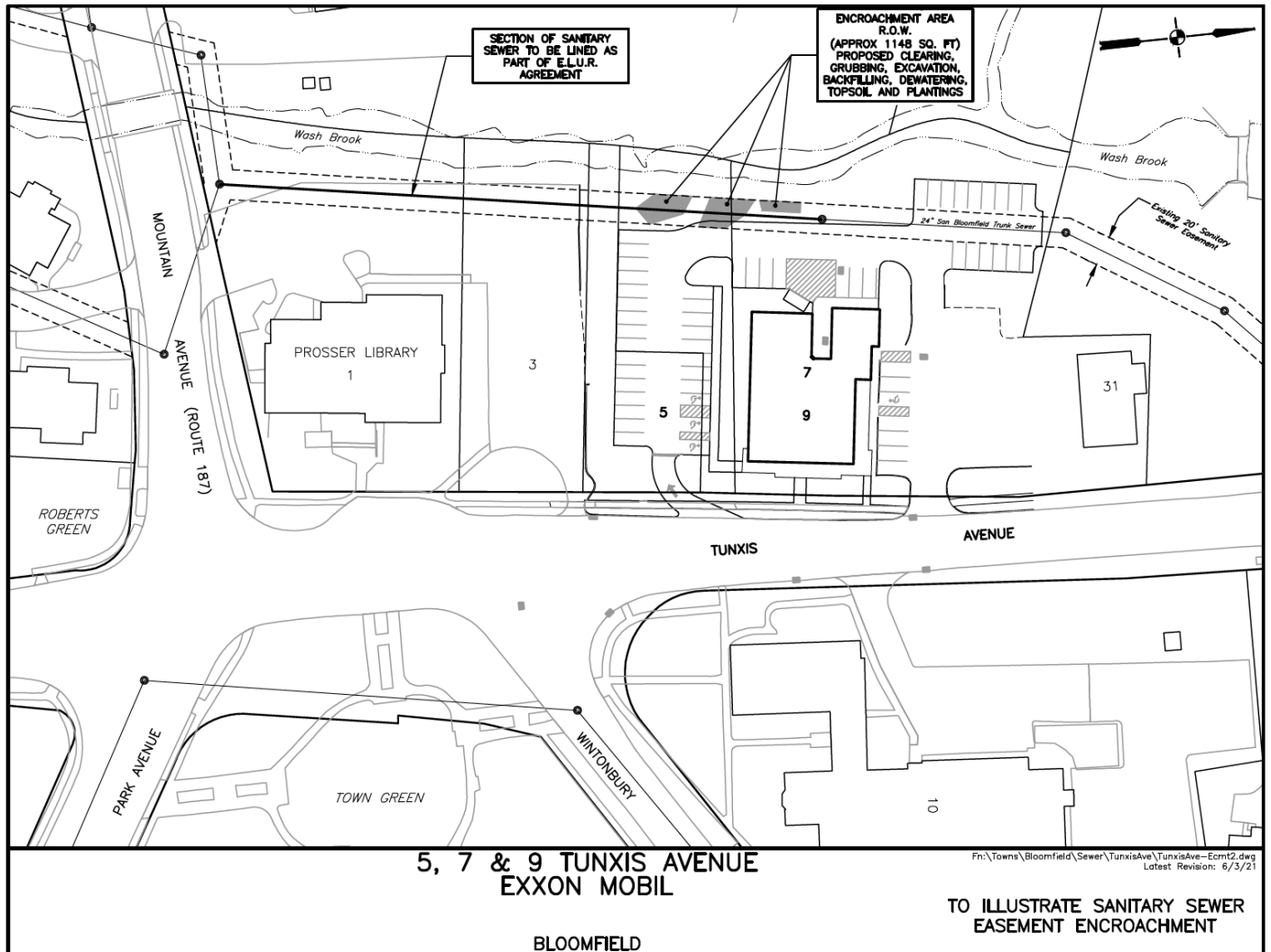
It is RECOMMENDED that it be

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

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

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

Respectfully Submitted,

Scott W. Jellison
Chief Executive Officer



February 17, 2021

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

Re: TEMPORARY SEWER EASEMENT ENCROACHMENT PERMIT REQUEST

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

Dear Mr. Curley,

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

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

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

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



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

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

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

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

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

Sincerely,
Kleinfelder, Inc.

John Liddon, LEP
Project Professional

cc: E&PS (electronic file)

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

UPDATE ON TUNNEL AND DRB

Susan Negrelli, Director of Engineering, gave an update on the Tunnel and Dispute Resolution Board.

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

No one from the public appeared to be heard.

ADJOURNMENT

The meeting was adjourned at 5:50 PM

ATTEST:

John S. Mirtle
District Clerk

September 22, 2021

Date of Approval

**BUREAU OF PUBLIC WORKS
REGULAR MEETING**

555 Main Street, Hartford
Wednesday, September 22, 2021

Present: Commissioners Andrew Adil, John Avedisian, Richard Bush, Donald Currey, Allen Hoffman, Dominic Pane, Raymond Sweezy, Alvin Taylor, Calixto Torres, Richard W. Vicino and District Chairman William DiBella (11)

Remote

Attendance: Commissioners David Drake, James Healy, Byron Lester, Bhupen Patel and James Woulfe (5)

Absent: Commissioners Maureen Magnan and Alphonse Marotta (2)

Also

Present: Commissioner Peter Gardow
Commissioner Jean Holloway
Commissioner Pasquale Salemi
Scott W. Jellison, Chief Executive Officer
Christopher Stone, District Counsel
John S. Mirtle, District Clerk
Robert Barron, Chief Financial Officer / Director of Finance
Christopher Levesque, Chief Operating Officer
Kelly Shane, Chief Administrative Officer
Sue Negrelli, Director of Engineering
Robert Schwarm, Director of Information Technology (Remote Attendance)
Tom Tyler, Director of Facilities
Allen King, Real Estate Administrator
Jason Waterbury, Senior Project Manager
Carrie Blardo, Assistant to the Chief Operating Officer (Remote Attendance)
Julie Price, Professional Level Trainee
David Silverstone, Independent Consumer Advocate

CALL TO ORDER

The meeting was called to order by Chairman Vicino at 5:06 PM

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MEETING MINUTES

On motion made by Commissioner Hoffman and duly seconded, the meeting minutes of June 9, 2021 were approved.

REQUEST FOR AN EASEMENT IN FAVOR OF THOMAS J. DENNO, Jr. and JODY L. DENNO OVER THE POQUONOCK WATER POLLUTION CONTROL FACILITY PROPERTY LOCATED AT 1222 POQUONOCK AVENUE, WINDSOR

To: Bureau of Public Works for Consideration on September 22, 2021

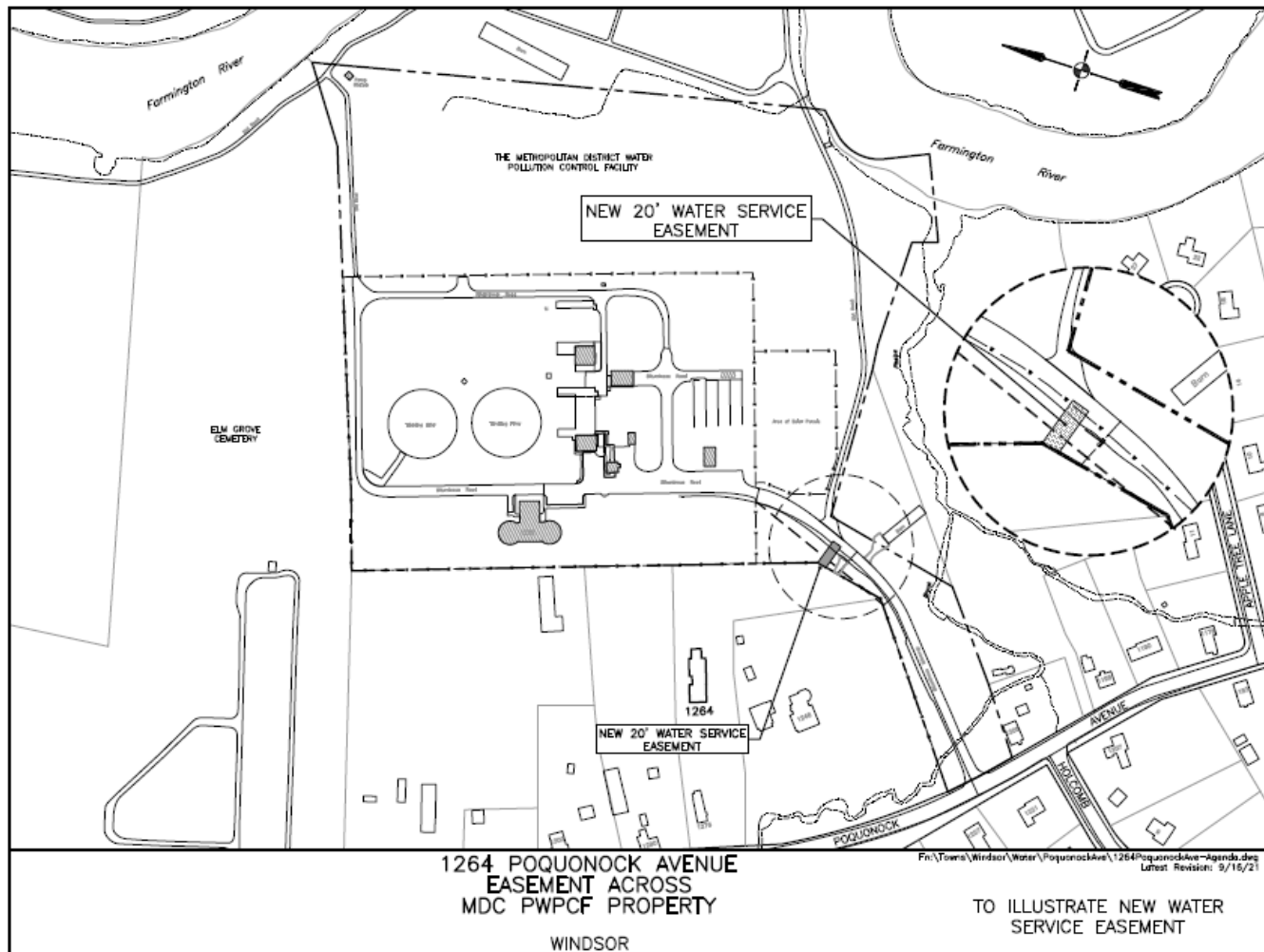
The property owners of 1264 Poquonock Avenue in Windsor, CT, Thomas J. Denno, Jr. and Jody L. Denno ("Property Owners"), have requested permission to connect to the water main that supplies the Poquonock Water Pollution Control Facility ("PWPCF"). In order to allow such a connection, the District would need to grant an easement to the Property Owners across District land. The proposed easement is set forth in the easement map attached hereto as Exhibit A. The District previously approved a similar easement for another adjacent parcel connected to the same water main.

The Property Owner's home is located on the rear portion of their lot, some 370 feet from the water main in Poquonock Avenue. The connection to the water main on the PWPCF property is only slightly shorter; however, it would allow the Property Owners to avoid crossing Poquonock Avenue in order to connect, which is a state road and would make construction costs significantly more expensive. Staff is confident that the granting of this easement will have no negative impact on the District's property or operation of PWPCF.

It is RECOMMENDED that it be:

Voted: That the Bureau of Public Works recommend to the District Board the following:

Resolved: That the Metropolitan District Bureau of Public Works recommend 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, reasonably necessary to convey, for the consideration stated above, the described easements to Thomas J. Denno, Jr. and Jody L. Denno.



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

TUNNEL & DISPUTE RESOLUTION BOARD

Sue Negrelli, Director of Engineering, gave a presentation regarding the South Hartford Conveyance and Storage Tunnel and dispute resolution board.

VEGETATION MANAGEMENT

Jason Waterbury, Senior Project Manager, gave a presentation regarding vegetation management on sewer easements.

EPA REPORTING ON SSO

Christopher Levesque, Chief Operating Officer, gave a presentation regarding EPA Reporting on sanitary sewer overflows.

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

No one from the public appeared to be heard.

COMMISSIONER COMMENTS & QUESTIONS

Commissioner Bush spoke regarding the 200 year storm on August 19, 2021 and asked if there were any claims from West Hartford related to the storm and flooding.

Commissioner Taylor discussed the recent large storms, raising awareness of the associated results, and how the stormwater system was historically designed.

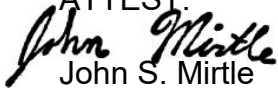
Commissioner Torres mentioned that he frequently hears from residents inquiring about environmental projects versus technical engineered projects and also discussed the need for member towns to consider taking steps to proactively alleviate stormwater issues.

District Chairman DiBella mentioned that there are 6,000 catch basins in Hartford and since the large storms MDC has been working with the city regarding the issue of street cleaning to reduce debris and trash in the catch basins.

ADJOURNMENT

The meeting was adjourned at 6:43 PM

ATTEST:


John S. Mirtle
District Clerk

November 22, 2021

Date of Approval

**BUREAU OF PUBLIC WORKS
SPECIAL MEETING**

555 Main Street, Hartford
Monday, November 22, 2021

Present: Commissioners Andrew Adil, Richard Bush, David Drake, Raymond Sweezy, Calixto Torres, Richard W. Vicino and District Chairman William DiBella (7)

Remote

Attendance: Commissioners Allen Hoffman, Maureen Magnan, Bhupen Patel and James Woulfe (4)

Absent: Commissioners John Avedisian, Donald Currey, James Healy, Byron Lester, Alphonse Marotta, Dominic Pane and Alvin Taylor (7)

Also

Present: Commissioner Peter Gardow
Commissioner Jacqueline Mandyck
Commissioner Jean Holloway (Remote Attendance)
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
Robert Barron, Chief Financial Officer / Director of Finance
Sue Negrelli, Director of Engineering
Robert Schwarm, Director of Information Technology (Remote Attendance)
Tom Tyler, Director of Facilities (Remote Attendance)
Lisa Remsen, Manager of Budget and Analysis
Nefertere Whittingham, Financial Analyst
Sally Keating, Manager of Environment, Health and Safety
Michael Curley, Manager of Technical Services
Jason Waterbury, Senior Project Manager
Peter Krzyk, Financial Analyst (Remote Attendance)
Carrie Blardo, Assistant to the Chief Operating Officer (Remote Attendance)
Victoria Escoriza, Executive Assistant
David Silverstone, Independent Consumer Advocate
Brian McCarthy, CDM Smith

CALL TO ORDER

The meeting was called to order by Chairman Vicino at 4:05 PM

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

Judy Allen of West Hartford spoke regarding the Raftelis Memo and the Sewer Customer Service Charge

Independent Consumer Advocate David Silverstone spoke regarding agenda item #4, the Customer Service Charge and agenda item #7, the Sewer User Charge.

The approval of Meeting Minutes was postponed until after agenda item #4, when a quorum was present.

SEWER CUSTOMER SERVICE CHARGE

Chief Operating Officer Christopher Levesque gave a presentation regarding the Sewer Customer Service Charge

APPROVAL OF MEETING MINUTES

On motion made by Commissioner Adil and duly seconded, the meeting minutes of September 22, 2021 were approved.

LETTER TO CT DEEP REGARDING MS4 & REFERRAL TO COMMITTEE ON MDC GOVERNMENT OF NEW SEWER ORDINANCE RE: CONNECTIONS TO COMBINED SEWERS & STORM SEWERS

Without Objection, Commissioner Vicino postponed agenda items #5, “Letter to CT DEEP Regarding MS4” and #6, “Connections to Combined Sewers & Storm Sewers” to a future meeting.

Commissioner Patel entered the meeting at 4:33 PM

FISCAL YEAR 2022 - REVISIONS TO DISTRICT SEWER USER CHARGE RATES AND OTHER SEWER CHARGES

To: Bureau of Public Works for consideration on November 22, 2021

In accordance with Section S12j of the District’s Ordinances, sewer use unit charge rates shall be determined annually in conjunction with adoption of the District Budget. The 2022 budget in support of sewer operations calls for a sewer user charge rate increase from \$5.31 to \$5.90 or 11.1% effective January 1, 2022.

Additionally, in support of the 2022 budget and in accordance with Section S12l of the District’s Ordinances, the monthly sewer customer service charge per connection will increase from \$7.00 to \$9.00 or 29.0% effective January 1, 2022.

There will be an Administrative Review Fee for work performed by the Utility Services department, Engineering, Real Estate, Environment, Health & Safety, and others related to customer requests. The Administrative Review Fee includes, but is not limited to, the following individual services: availability and capacity analysis, assessment calculation, permit applications for non-domestic sewage wastewater discharges (including, but not limited to, individual permits, Significant Industrial Users, Categorical Industrial User Wastewater to a

POTW, Food Service Establishment Wastewater, Groundwater Remediation Wastewater, Miscellaneous Discharges of Sewer Compatible (MISC) Wastewater, Vehicle Maintenance Wastewater), encroachment permits, abandonment of infrastructure, Engineering/Environmental surveys and documentation requests.

There will be an Annual Wastewater Discharge Compliance Fee for all permitted wastewater discharges categorized as non-domestic sewage discharges, including but limited to, individual permits, Significant Industrial Users, Categorical Industrial User Wastewater to a POTW, Food Service Establishment Wastewater, Groundwater Remediation Wastewater, Miscellaneous Discharges of Sewer Compatible (MISC) Wastewater, Vehicle Maintenance Wastewater. The charge is related costs associated with annual administration and review of discharge monitoring reports, verification of discharges and inventorying and management of customer data.

Following the cost trend for the sewer user charge rate, it is recommended the BOD and COD rates be increased from \$0.63 to \$0.70 per pound or 11.1% effective January 1, 2022. In addition, the suspended solids strength charge will increase from \$0.52 to \$0.58 per pound or 11.1% effective January 1, 2022. These unit charges, which apply to high flow users, low flow/high strength users and non-municipal tax-exempt users, are for the following:

1. Liquid flow charge rate based on sewer flow in hundreds of cubic feet (CCF).
2. BOD (biochemical oxygen demand) strength charge rate based on pounds of BOD for the concentration of BOD exceeding 300 milligrams per liter (mg/l); AND/OR COD (chemical oxygen demand) strength charge rate based on pounds of COD for that concentration of COD exceeding 700 mg/l.
3. Suspended solids strength charge rate based on pounds of suspended solids for that concentration exceeding 300 mg/l.

In accordance with Section S12p of the District's Ordinances, sewer user charge Late Filing/Sewage Evaluation Fees will remain at \$250.00 for the 2022 budget.

Additionally, Section S12x of the District's Ordinances provides for the Clean Water Project Charge, primarily for payment of principal and interest on certain bonds and loans which proceeds are used to finance the costs associated with the Clean Water Project. The clean water project charge is set annually in conjunction with adoption of the District Budget. Effective January 1, 2022, said charge shall be \$4.10 per hundred cubic feet (ccf) to be uniformly applied and to be proportional to the quantity of water used by District customers who utilize the District sewer system and are furnished water directly by the Metropolitan District. The clean Water Project charge shall appear separately on the water bills of the District.

Liquid Waste Discharge Fee (other than Acceptable Septage): A fee is required as part of the approval from MDC for its acceptance, by whatever means, of the discharge of liquid waste other than Acceptable Septage, as provided by §S13b of the District's Sewer Ordinances. For example, but without limiting the forms of liquid waste subject to this fee, this fee shall apply to the following without limitation: groundwater; remediated groundwater; contaminated stormwater; contaminated groundwater permitted through a CT DEEP Groundwater

Remediation General Permit or other CT DEEP Miscellaneous General or Individual Permit; landfill leachate; process equipment condensate; groundwater used for process water including cooling water; discharges granted temporary authorization to discharge by CT DEEP; and stormwater discharged into a separated sanitary sewer system.

Liquid Waste Discharge Fee (other than Acceptable Septage)

Tier 1--	0-500,000 gallons per month	\$0.13/gal
Tier 2--	500,001 to 700,000 gallons per month	\$0.07/gal
Tier 3--	700,000+ gallons per month	\$0.05/gal

FOG Charges: Fees are charged to Class III and IV and FDA class 2, 3, and 4 Food Service Establishments FSE or any other facility that is likely to discharge fats, oils and grease above the effluent limit of 100 mg/l to offset the costs of managing the Fats, Oils and Grease (FOG) program. This program is required by the CT Department of Energy and Environmental Protection General Permit for the Discharge of Wastewater Associated with Food Service Establishments.

It is **RECOMMENDED** that it be

Voted: That the District Board approve the following resolution:

Resolved: That, in accordance with Section S12j of the District Ordinances, Unit Charges For Computing The Sewer User Charge, a sewer user charge rate of five dollars and ninety cents (\$5.90) per hundred cubic feet of sewer flow be effective for meter readings on and after January 1, 2022 and that, effective January 1, 2022, a sewer user customer service charge per connection of nine dollars (\$9.00) per month, a BOD strength charge of seventy cents (\$0.70) per pound be billed on sewer flow for that concentration of BOD exceeding 300 milligrams per liter; a COD strength charge of seventy cents (\$0.70) per pound be billed on sewer flow for that concentration of COD exceeding 700 milligrams per liter; and a suspended solids strength charge of fifty eight cents (\$0.58) per pound be billed on sewer flow for that concentration of suspended solids exceeding 300 milligrams per liter.

Further

Resolved: In accordance with Section S12x of the District's Ordinances, the rate for the Clean Water Project Charge (f/k/a Special Sewer Service Charge) shall be \$4.10 per ccf commencing January 1, 2022.

Also Voted: That the following fee schedule remains unchanged from 2021 and the District Board hereby approves the following fees effective January 1, 2022.

Installation, Repair or Replacement of Sewer Meters

Fees are charged to wastewater dischargers that require metering of discharges for billing purposes. The charge is

for the initial District meter installation and required repair or replacement of District meter as needed during the permitted discharge period.

5/8" meter	\$360
3/4" meter	\$375
1" meter	\$445
1-1/2" meter	\$1,140
2" meter	\$1,250

Installation, Repair or Replacement of Sewer Meters (cont'd)

3" meter	\$2,630
4" meter	\$3,180
6" meter	\$4,960
8" meter	\$14,840
10" meter	\$17,110
12" meter	\$17,800
Meter Box (5/8" to 1")	\$1,750
Meter Pit (1 1/2" and larger)	Actual Cost* + Overhead
Open Channel Sewer	\$15,300
Meter Chamber for Open Channel	Actual Cost* + overhead
Radio transmitter unit	\$200

Liquid Waste Discharge Fee (other than Acceptable Septage)

Tier 1--	0-500,000 gallons per month	\$0.13/gal
Tier 2--	500,001 to 700,000 gallons per month	\$0.07
Tier 3--	700,000+ gallons per month	\$0.05

Sewer User Charge Late Filing/Sewage Evaluation Fees \$250

Administrative Review for Sewer Services Fee \$540

Includes, but is not limited to, the following individual services: availability and capacity analysis, assessment calculation, permit applications for non-domestic sewage wastewater discharges (individual permits, Significant Industrial Users, Categorical Industrial User Wastewater to a POTW, Food Service Establishment Wastewater, Groundwater Remediation Wastewater, Miscellaneous Discharges of Sewer Compatible (MISC) Wastewater,

* 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.

Vehicle Maintenance Wastewater), encroachment permits, abandonment of infrastructure, Engineering/Environmental surveys and documentation requests

Annual Wastewater Discharge Compliance Fee \$150

For all permitted wastewater discharges categorized as non-domestic sewage discharges, including but limited to, individual permits, Significant Industrial Users, Categorical Industrial User Wastewater to a POTW, Food Service Establishment Wastewater, Groundwater Remediation Wastewater, Miscellaneous Discharges of Sewer Compatible (MISC) Wastewater, Vehicle Maintenance Wastewater. The charge is related costs associated with annual administration and review of discharge monitoring reports, verification of discharges and inventorying and management of customer data.

Wastewater Discharge Compliance Fees

Failure to submit Registration or Variance Applications	\$500
Disallow Inspection	\$225
Failure to maintain discharge records including analytical results and discharge volumes	\$200
No FOG management or pre-treatment equipment installed	\$200
Non-compliant FOG management or pre-treatment equipment installed	\$200
Failure to properly maintain/service FOG and pre-treatment equipment to maintain proper working order and provide inspection and maintenance records as required.	\$100
Failure to maintain FOG management equipment in proper working order	\$200
Failure to clean FOG management equipment quarterly or when 25% of the depth of the trap is filled with food solids and FOG, whichever comes first.	\$200
Failure to properly dispose of brown and/or yellow grease	\$200
Source of sewer blockage	\$1,000
Source of sanitary sewer overflow - Actual costs will be billed to the facility for time and materials related to the overflow	minimum \$1,000 or Actual Cost whichever is greater

Wastewater Discharge Violation Correction Schedule

Discharge and/or Equipment not registered	7 days
No FOG management or pre-treatment equipment installed	30 days
FOG management equipment in need of repair or cleaning	7 days
Failure to maintain written records of FOG management equipment cleaning and inspection	7 days
Disallow an inspection – Inspection must be scheduled within 7 days of initial inspection attempt	7 days
Failure to clean and maintain FOG management equipment as required	7 days
Source of sewer blockage	24 Hours
Source of sanitary sewer overflow (minimum)	24 Hours

Respectfully Submitted,



John S. Mirtle, Esq.
District Clerk

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

**ACCEPTANCE OF SEWERS BUILT BY DEVELOPER'S
PERMIT-AGREEMENT**

To: Bureau of Public Works for consideration on November 22, 2021

The sewers outlined in the following resolution have been constructed under Developer's Permit-Agreement in accordance with the plans, specifications and standards of the District, and the Director of Engineering has certified to all of the foregoing.

It is therefore **RECOMMENDED** that, pursuant to Section S8g of the Sewer Ordinances re: "Acceptance of Developer's Sewers," it be

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

Resolved: That, in accordance with Section S8g of the District Ordinances, the following is incorporated into the sewer system of The Metropolitan District as of the date of passage of this resolution:

	<u>Sewers In</u>	<u>Built By</u>	<u>Completion Date</u>
1	Oleski Farms Stone Brook Crossing, Rocky Hill DVSRKH07	Developer: Rocky Hill Development Co Contractor: Earth Excavations	July 16, 2021

Respectfully submitted,



Scott W. Jellison
Chief Executive Officer

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

CONTRACT 3 TUNNEL PUMP STATION

Brian McCarthy of CDM gave a presentation regarding the Contract 3 Tunnel Pump Station

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

No one from the public appeared to be heard.

COMMISSIONER COMMENTS & QUESTIONS

There were no additional Commissioner comments or questions.

ADJOURNMENT

The meeting was adjourned at 4:47 PM

ATTEST:



John S. Mirtle
District Clerk

March 17, 2022

Date of Approval

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To

MINUTES OF THE BUREAU OF PUBLIC WORKS

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