

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

FOR THE YEAR  
2023

Published by authority of the Commission  
And compiled by the  
Office of the District Clerk

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

## CONTENTS

	Page
Membership.....	A

## MINUTES OF THE BUREAU OF PUBLIC WORKS

January 24.....	1
March 1.....	4
April 24.....	20
May 31.....	38
July 12 .....	58
August 30 .....	90
November 8 .....	103

## INDEX

Minutes of the Bureau of Public Works .....	I-1
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**MEMBERSHIP**  
**OF**  
**THE BUREAU OF PUBLIC WORKS**  
**2023**

**ALLEN HOFFMAN** Chairman, Bureau of Public Works  
**CALIXTO TORRES** Vice Chairman, Bureau of Public Works

ANDREW ADIL

JOHN AVEDISIAN

JOHN BAZZANO

RICHARD BUSH

DONALD CURREY

DAVID DRAKE

JOHN GALE

JOAN GENTILE

JAMES HEALY

ALLEN HOFFMAN

BYRON LESTER

MAUREEN MAGNAN

DOMINIC PANE

BHUPEN PATEL

ALVIN E. TAYLOR

CALIXTO TORRES

JAMES WOULFE

**MINUTES**  
**OF**  
**MEETINGS OF THE BUREAU OF PUBLIC WORKS**  
**HELD IN 2023**



**BUREAU OF PUBLIC WORKS  
SPECIAL MEETING**

555 Main Street, Hartford  
January 24, 2023

**Present:** Commissioners Andrew Adil, John Avedisian, John Bazzano, Richard Bush, Donald Currey, David Drake, Joan Gentile, Allen Hoffman, Alvin Taylor, Calixto Torres and District Chairman William DiBella (11)

**Remote**

**Attendance:** Commissioners Dominic Pane and Bhupen Patel (2)

**Absent:** Commissioners John Gale, James Healy, Byron Lester, Maureen Magnan, and James Woulfe (5)

**Also**

**Present:** Commissioner Jean Holloway  
Commissioner Jackie Mandyck (Remote Attendance)  
Scott W. Jellison, Chief Executive Officer  
Christopher Stone, District Counsel  
John S. Mirtle, District Clerk  
Christopher Levesque, Chief Operating Officer  
Robert Barron, Chief Financial Officer / Director of Finance  
Sue Negrelli, Director of Engineering  
Tom Tyler, Director of Facilities  
David Rutt, Director of Operations  
Robert Schwarm, Director of Information Technology (Remote Attendance)  
Jamie Harlow, Director of Human Resources (Remote Attendance)  
Allen King, Real Estate Administrator (Remote Attendance)  
Diana Phay, Treasury Manager (Remote Attendance)  
Michael Curley, Manager of Technical Services  
Jason Waterbury, Senior Project Manager  
Carrie Blardo, Assistant to the Chief Executive Officer  
Victoria Escoriza, Executive Assistant  
Julie Price, Executive Assistant  
Dave Baker, IT Consultant (Remote Attendance)  
Joseph Szerejko, Independent Consumer Advocate

**CALL TO ORDER**

The meeting was called to order by Chairperson Hoffman at 3:05 PM

**MOMENT OF SILENCE**

The Bureau of Public Works held a moment of silence, in remembrance of Richard Vicino, former BPW Chairman, who recently passed away.

**PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS**

No one from the public appeared to be heard.

**ELECTION OF VICE CHAIRPERSON**

Chairman Hoffman called for the election of the Vice Chairperson. Commissioner Bazzano placed Commissioner Calixto Torres' name in nomination and the nomination was duly seconded.

There being no further nominations, the nominations were closed. Commissioner Calixto Torres was elected Vice Chairperson of the Bureau of Public Works for 2023.

**APPROVAL OF MEETING MINUTES**

***On motion made by District Chairman DiBella and duly seconded, the meeting minutes of November 14, 2022 were approved.***

**SEWER BACKUPS AND STREET FLOODING IN HARTFORD**

Scott Jellison, Chief Executive Officer, provided an update on sewer backups and street flooding in Hartford.

***Commissioner Magnan entered the meeting remotely at 3:18 PM***

***Commissioner Adil entered the meeting at 3:26 PM***

**OPPORTUNITY FOR GENERAL PUBLIC COMMENTS**

Judy Allen, of West Hartford, shared her experience with a collapsed sewer lateral and having to replace the full length of the pipe. She stated this is very expensive for low income homeowners.

Edith Pestna, of Hartford, asked what recourse Ms. Lewis has regarding the sewer backup at her property

**COMMISSIONER COMMENTS & QUESTIONS**

Commissioner Taylor stated that he wants to make sure that the MDC is not a guarantor for sewer flooding issues.

District Chairman DiBella stated that the MDC previously looked at insurance for sewer laterals and stated this may warrant looking into it again.

Commissioner Currey asked if we provided pictures or documentation to Ms. Lewis to possibly assist her in getting a refund from the plumber she hired.

**ADJOURNMENT**

The meeting was adjourned at 4:19 PM

ATTEST:

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

John S. Mirtle  
District Clerk

March 1, 2023  
Date of Approval

**BUREAU OF PUBLIC WORKS  
REGULAR MEETING**

555 Main Street, Hartford

March 1, 2023

**Present:** Commissioners Andrew Adil, John Bazzano, Richard Bush, Donald Currey, David Drake, John Gale, Joan Gentile, James Healy, Allen Hoffman, Dominic Pane, Pasquale Salemi, Alvin Taylor, Calixto Torres, James Woulfe and District Chairman William DiBella (15)

**Remote**

**Attendance:** (0)

**Absent:** Commissioners John Avedisian, Byron Lester, Maureen Magnan, Bhupen Patel and David Steuber (5)

**Also**

**Present:** Commissioner Jean Holloway (Remote Attendance)  
Commissioner Jackie Mandyck (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 (Remote Attendance)  
David Rutty, Director of Operations  
Robert Schwarm, Director of Information Technology (Remote Attendance)  
Tom Tyler, Director of Facilities  
Diana Phay, Treasury Manager (Remote Attendance)  
Michael Curley, Manager of Technical Services  
Jason Waterbury, Senior Project Manager  
Carrie Blardo, Executive Assistant to the CEO (Remote Attendance)  
Victoria Escoriza, Executive Assistant  
Julie Price, Executive Assistant  
Dave Baker, IT Consultant (Remote Attendance)  
Wayne Brelsford, IT Consultant (Remote Attendance)  
Joseph Szerejko, Independent Consumer Advocate (Remote Attendance)

**CALL TO ORDER**

The meeting was called to order by Chairperson Hoffman at 4:05 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 Currey and duly seconded, the meeting minutes of January 24, 2023 were approved. Commissioner Healy abstained.***

**BUREAU OF PUBLIC WORKS  
BERLIN DEMING ROAD PUMP STATION MEMORANDUM OF UNDERSTANDING**

To: Bureau of Public Works for consideration on March 1, 2023

The District and the Town of Berlin entered into a Satellite Sewer Agreement in January 1968. This agreement provided the basis for the conveyance of wastewater from portions of Rocky Hill and Newington wastewater to the Mattabassett District WPCF via local sewers in Berlin. This was required due to the natural topography of this area, and the desire to convey wastewater to a treatment facility with minimal pumping. The agreement also provided the basis for the District's responsibilities with respect to operations and maintenance (O&M) costs and future capital costs of these sewer assets.

One of the key such sewer assets is the Deming Road sewer pump station. Due to aging assets and increasing O&M costs associated with this pump station, the Town of Berlin is proceeding with a construction project to replace this pump station. District staff have reviewed and approved the final design documents for this construction project. As such, a Memorandum of Understanding (MOU) has been developed to establish the roles and responsibilities of both the District and the Town of Berlin for the execution of this project through the construction phase. Costs are proportioned between the District and the Town based on available flow data at this time, with the intention that these flows can be reconciled at some routine basis, such as annually.

Staff has reviewed the proposed agreement and has determined that approval of the agreement is in the best interests of the District.

It is therefore **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 the attached Memorandum of Understanding between The Metropolitan District and the Town of Berlin (hereinafter, the "Memorandum of Understanding"); and

**FURTHER RESOLVED:**

That the Metropolitan District execute the Memorandum of Understanding 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 Memorandum of Understanding on behalf of The Metropolitan District and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of the Service Agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "S. Jellison", written in a cursive style.

Scott W. Jellison  
Chief Executive Officer



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
The Metropolitan District  
And  
Town of Berlin**

**1. Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the TOWN OF BERLIN, a municipal corporation organized and existing under the laws of the State of Connecticut with an office at 240 Kensington Road, Berlin, CT 06037 (“Town”) and THE METROPOLITAN DISTRICT, a specially chartered municipal corporation having its principal place of business located at 555 Main Street, Hartford, Connecticut (“District”) (hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties”).

**2. Purpose.** The purpose of this MOU is to establish the terms and conditions under which the District and Town will administer the design, procurement, and construction of various modifications and improvements to the Deming Road Pump Station.

The Town is the owner of a certain piece or parcel of real property and improvements thereon located in the Town of Berlin and known as the Deming Road Pump Station (the “Station”). The Station serves the Town of Berlin, as well as portions of the Towns of Newington and Rocky Hill, both of which are District Member Towns. The Station was constructed in 1968 and has reached the end of its useful service life. Consequently, the Town is proceeding with a project to replace the Station. For purposes of this MOU, the Town and the District agree that the District contributes approximately 70% of the sanitary sewerage flow to the Station, with the remaining approximate 30% coming from the Town. Both Parties acknowledge that the 70/30 percentage cost sharing referenced herein is for purposes of this MOU only. After installation of new sewer meters by the Parties and completion of the project to replace the Station, the Parties shall coordinate to determine the flow allocation to be used for future cost sharing of expenses as described in the existing agreement between the Town and the District dated December 18, 1968 and titled “Agreement Between the Town of Berlin and The Metropolitan District Concerning Sewage Disposal”. One or more of the following options shall be used to obtain and analyze data for an equitable cost sharing ratio:

- Option 1 – Analysis of twelve (12) months of sewage flow data acceptable by both parties; or
- Option 2 – Analysis of water consumption data from MDC and Town of Berlin customers over a mutually agreeable period; or
- Option 3 – Analysis of estimated population and/or number of customers, identified by type (Residential, Commercial, or Industrial); or
- Option 4 – Mutually agreeable analysis that could include the above options and/or another method.



Both Parties shall make good faith efforts to complete the flow allocation calculation within eighteen (18) months of project completion.

Consistent with the existing agreement between the Town and the District dated December 18, 1968 and titled “Agreement Between the Town of Berlin and The Metropolitan District Concerning Sewage Disposal”, and specifically Section II(2) of said agreement, all financial agreements set forth in this MOU are based on the foregoing stipulation as to flow allocations. Any third-party SCADA/instrumentation integration work requested or required by the District solely for the benefit of the District shall be paid for in full by the District, without any contribution by, or allocation to the Town.

Through direct negotiations, the Parties intending to be bound, have reached this MOU.

### 3. Definitions

- A. **“Completion”** is defined in Section 5.B
- B. **“Concealed Conditions”** are conditions at a site that are (a) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the applicable Drawings and Specifications and other documents provided by the TOWN to the contractors conducting the Work or (b) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Shared Project Contract Documents.
- C. **“District Contribution”** is defined in Section 8.B.
- D. **“Drawings and Specifications”** are the drawings and specifications for the Shared Project.
- E. **“Qualifying Change Order”** is defined in Section 5.E.
- F. **“Shared Project”** is the construction to be conducted by the Town in the area so designated as Deming Road Pump Station.
- G. **“Shared Project Construction Cost”** is the cost charged by third-parties for the construction and construction administration of the Shared Project.
- H. **“Work”** is the construction necessary to effectuate the construction shown in the Drawings and Specifications.

**4. Term of MOU.** This MOU is effective upon the date last signed and executed by the duly authorized representatives of the Parties and the governing bodies of the Parties’ respective municipalities and shall remain in full force and effect until the Shared Project, including all associated financing, is complete.





## 5. The Work

- A. The Town shall construct the Shared Project, and/or shall cause the Shared Project to be constructed, in a manner consistent with the Drawings and Specifications.
  1. The Drawings and Specifications for the Project shall be authored by a design professional procured by the Town and shall be approved by the Town, through its project manager, in advance of bidding the construction of each part of the Shared Project.
  2. The Drawings and Specifications may be modified by written agreement between the Parties, acting through their respective project managers.
- B. After the satisfactory installation and demonstration of the pump station and system functions as required by the Design and Specifications by the Town, the Town will demonstrate functions of the pump station to the District and confirm, to the satisfaction of the District, that wastewater is being conveyed and metered and all other systems are functioning as intended. Achievement of **Completion** shall not be considered acceptance of Work that does not meet the requirements of this MOU and shall not absolve the Town of its responsibility to complete the Work in a manner consistent with this MOU.
- C. The Town agrees that it will use commercially reasonable efforts to achieve Completion in accordance with the Project Schedule agreed upon by the Town and the District. The Project Schedule is subject to modification by agreement by the Parties, which agreement shall not be unreasonably withheld.
- D. The Parties shall have joint responsibility for the review, modification (if necessary), and approval of any change order(s) for the Shared Project.
- E. To the extent a change order for the Shared Project is the result of a Concealed Condition and not the result of the negligent act or omission of the Town and/or its consultants or contractors (to such extent, a "Qualifying Change Order"), the District shall be responsible for 70% of the cost of such change order, and the Town responsible for 30% of such cost. The foregoing is subject to the following:
  1. The District shall not be responsible hereunder for the cost of any change order issued without its prior written consent, which consent shall not be unreasonably withheld.
  2. The obligation of the District under this Section 5.E to provide funding for a Qualifying Change Order applies only to the extent such Qualifying Change Order causes the Shared Project Construction Cost to exceed the original contract value.



3. The District shall provide the Town with the District's approval or rejection of a proposed change order within five (5) business days of receipt thereof. If the District rejects a proposed change order and the Town opts to approve the change order, the Parties reserve and do not waive their respective rights with regard to the change order, including the right to proceed to mediation and binding dispute resolution if no agreement is reached by the Parties as to the change order.
- F. The District reserves the right to audit, upon reasonable prior notice and no more than annually, the account(s) established herein to verify that any payments from funds deposited by the District have been paid by the Town pursuant to the terms and conditions of this MOU. In the event the District wishes to audit more often than annually, the District shall be responsible for the Town's reasonable costs of facilitating such additional audit(s).

#### G. Bidding

1. The District, or its designee, shall have access to all documents developed in the design phase of the Shared Project, as well as all documents included in the invitation to bid issued by the Town. The design, bidding, and contract award of the Project will be in accordance with the Project Schedule. The foregoing shall not limit the rights of the District under Sections 5.A.1 and 5.A.2.
2. The Town shall issue a single Invitation to Bid to include the Shared Project with one set of specifications and plans. The Invitation to Bid shall provide for separate bid items as defined in the Drawings and Specifications. The determination of the lowest bid shall be the lowest responsible and responsive bid price for the entire Bid Package. Upon the submission and review of the qualified bids responsive to the Invitation to Bid, the Town shall determine whether the lowest, responsible bid is within the Project budget, including the contribution from the District. If the lowest, responsible bid exceeds the Project budget (exclusive of design and construction administration costs and contingencies), the Town, and the District as set forth below, reserve the right to reject all bids, cancel the bid/award and not complete the Shared Project. This reservation is in addition to, not in lieu of, any other basis to cancel the bid/award as customarily set forth in Town invitations to bid generally. The Town shall not award a contract for all or a part of the Shared Project without the prior written notice to the District and consent of the District as provided hereinafter; however, it shall not be unreasonable for the District to withhold consent based upon cost. Prior to the award of a contract for all or part of the Shared Project, the Town shall provide the District with the lowest responsible bid and with such other information regarding the bid as the District may reasonably request. The District may withhold its consent to the award. In the event the District so withholds its consent, either party shall have the right to terminate this MOU. The District will also have the right to request a scope review with the Town and its engineer of record and





lowest qualified bidder to evaluate the bidders general understanding and commitment to the Drawings and Specifications.

3. The Town reserves the right, in its sole discretion, to award portions of the Shared Project to one or more construction contractors, and in such event, the review process set forth above shall apply to each apparent low bid. Without limitation, the foregoing shall not limit the rights of the District under Section 5.A.2.

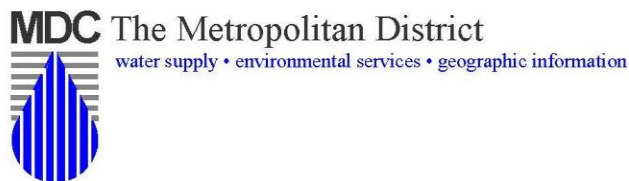
## **6. Responsibilities of The Metropolitan District.**

The District shall be responsible for the following:

- A. The District agrees to contribute/pay 70% of the Deming Road Pump Station Replacement Project ("Project") Construction Costs. See Section 8 of this MOU for Payment Schedule.
  - o Shared Project Construction Costs include all costs associated with the Inspection and Construction of the Project, as approved by the District.
    - Inspection costs shall be defined as all costs expended by the Town for its Design Engineer to observe construction required during the Construction Phase of the Project.
    - Construction costs shall include the costs for the lowest responsible bidder (as determined by Town and District) ("Contractor"), and any Change Orders, for which are approved by the District.
- B. The District agrees to promptly and timely complete a review and, if acceptable, provide approval of, the 100% Design Plans and Specifications for the Project prior to the Project moving to bidding. The District shall, in conjunction with its review, timely provide the Town, in writing, with any corrections, comments, questions or proposed revisions of any type.
- C. The District agrees to attend all design phase, procurement phase, and construction phase meetings pertaining to the Project.
- D. The District, or its project manager, agrees to provide notice to the Town, or its project manager, prior to visiting the site to observe the Work.
- E. The District agrees to conduct prompt reviews of all Construction Change Orders submitted by the Town.

## **7. Responsibilities of Town of Berlin.**

The Town shall be responsible for the following:



- A. Full responsibility for the Design and Procurement of the Shared Project. This includes payment of all costs associated with the design, bid advertisement, bid opening, and evaluation of bidders/recommendation of award.
- B. The Town shall consult with the District on Design and Specification Documents and incorporate any comments generated by the District's review of Design and Specification Documents, unless the design professional contracted by the Town disagrees with or objects to the proposed edits. If there is disagreement between the Parties concerning the District's proposed edits, the Parties shall promptly meet to discuss and resolve such disagreement prior to issuing the construction documents for bidding.
- C. The Town shall ensure observation of Construction phase work undertaken by the contractor, and any subcontractors. The Town shall obtain the District's approval of the third-party inspector assigned to the Project. The Town shall ensure that the Engineer of Record is contractually responsible for construction administrative services.
- D. The Town shall cause the contractor to contractually warrantee the Project work for a period of one year, commencing on the date of Substantial Completion.
- E. The Town or the contractor shall apply for and secure any and all permits and approvals necessary for the Work. The Town shall be responsible for the execution of the Work in a manner consistent with all applicable laws and codes.
- F. The Town shall be responsible for the administration, inspection, and management of the Construction of the Shared Project.
- G. The Town shall provide access to the District Construction Supervisor, District personnel and/or its representatives to inspect and observe the Work and provide a schedule for and allow District staff to attend all project progress meetings.
- H. The Town shall notify and submit to the District all proposed Change Orders and obtain approval prior to advancing such Change Orders.
- I. The Town shall notify and submit to the District, for its approval, all requested uses of Contingency and Allowance provisions in the current project estimate.
- J. The Town shall pay the Contractor for each monthly invoice as the Shared Project progresses. The Town shall allow the District to review and approve each invoice. The District's review shall be completed within the time required by the Town's contract with the contractor.





- K. The Town shall require the contractor to name the District as co-obligee on the contractor's performance bond.

**8. Project Financing & District Payments**

- A. The current Project cost estimate is Three Million Two Hundred and Forty-Seven Thousand Five Hundred Ninety-Five and 00/100 Dollars (\$3,247,595) which includes a 15% contingency and a \$300,000 allowance for Engineering and Permitting.
- B. The District will reimburse a maximum of 70% of the current Project estimate or \$2,273,317 (the "District Contribution") to the Town toward the Shared Project.

The District Contribution shall be paid as follows:

- a. Bi-annual level payments of \$230,469.17 on March 15 and September 15 of each year beginning in September 2023, for a period of five years, or until such time that an audit of the completed project is performed and the remaining unpaid balance is re-amortized over the remaining periods of the 5-year term. The audit shall include any credits due to the project and not limited to credit change orders and liquidated damages paid by the contractor. Failure by the District to make payments when due shall constitute a default by the District. Unpaid sums shall accrue interest at the rate of 5% per annum. The District shall reimburse the Town for reasonable attorney's fees and costs incurred by the Town in connection with any collection efforts or proceedings resulting from the District's default
- b. The initial and re-amortized payments are calculated using a simple interest rate of 0.5%/per annum interest
- c. No project expenditures or use of allowance or contingency will be eligible for reimbursement unless approved by the District in advance of the expenditure or execution of a Qualified Change Order, such approval shall not be unreasonably withheld.

**9. General Provisions**

- A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and only be effective when executed and signed by all parties to this MOU.
- B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Connecticut.



- C. **Entirety of Agreement.** This MOU, consisting of 9 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- E. **Sovereign Immunity.** The Metropolitan District and the Town of Berlin and their respective governing bodies do not waive their governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- F. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
10. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.
11. **Indemnification.** Subject to the provisions of Connecticut General Statutes Section 52-572k, to the fullest extent permitted by law, each Party and its respective contractors shall indemnify and hold harmless the other Party and its agents and employees from and against claims, damages, losses and expenses arising out of or resulting from the willful or negligent act of omissions of the Party or its contractors or consultants or anyone directly or indirectly employed by them or anyone for whose acts they may be otherwise liable. Such claims, damages, losses and expenses include, but are limited to, attorneys' fees and any losses arising out of or resulting from any type of pollution and/or environmental impairment into or upon the land, the atmosphere, or any course or body of water that is above or below ground. The indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Town or its contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**Signatories:****The Metropolitan District**

\_\_\_\_\_  
Scott Jellison, P.E.  
Chief Executive Officer

\_\_\_\_\_  
The Metropolitan District

\_\_\_\_\_  
Date

**The Town of Berlin**

\_\_\_\_\_  
TBD

\_\_\_\_\_  
Town of Berlin

\_\_\_\_\_  
Date

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

**712 CEDAR STREET, NEWINGTON  
ENCROACHMENT AGREEMENT**

To: Bureau of Public Works for consideration on March 1, 2023

On February 10, 2023, Aaron Packard of Gold Coast Properties CT1, LLC, ("Gold Coast" or "Owner") current owners of the above-referenced property (the "Property"), requested an amendment be made to the previously approved resolution to grant permission from The Metropolitan District ("MDC" or "District") to encroach on the MDC's existing 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 encroachment was previously approved by the BPW at a meeting held on June 9, 2021, the activities for which encroachment are shown on the attached map (the "Map," and such BPW approval is hereinafter referred to as the "Prior Approval"). This request is to extend the deadline for execution and recording of the encroachment agreement authorized under the Prior Approval because the Owner failed to so execute and record such agreement within the three (3) month deadline (from the completion of the sale of the Property to Owner) set forth in the Prior Approval.

As previously approved, the proposed work has not changed and it entails: installing electrical and telecommunication lines, as well as a sanitary sewer lateral, gas service and water service within the Easement as shown on the Map (collectively, the "Improvements"). 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, provided all the terms and conditions for these Improvements set forth in the Prior Approval and this resolution are complied with by Owner and any other party authorized by Owner to perform such Improvements.

A formal encroachment agreement shall be executed between Gold Coast and MDC, consistent with current practice involving similar requests, and filed on the Town of Newington land records.

It is RECOMMENDED that it be



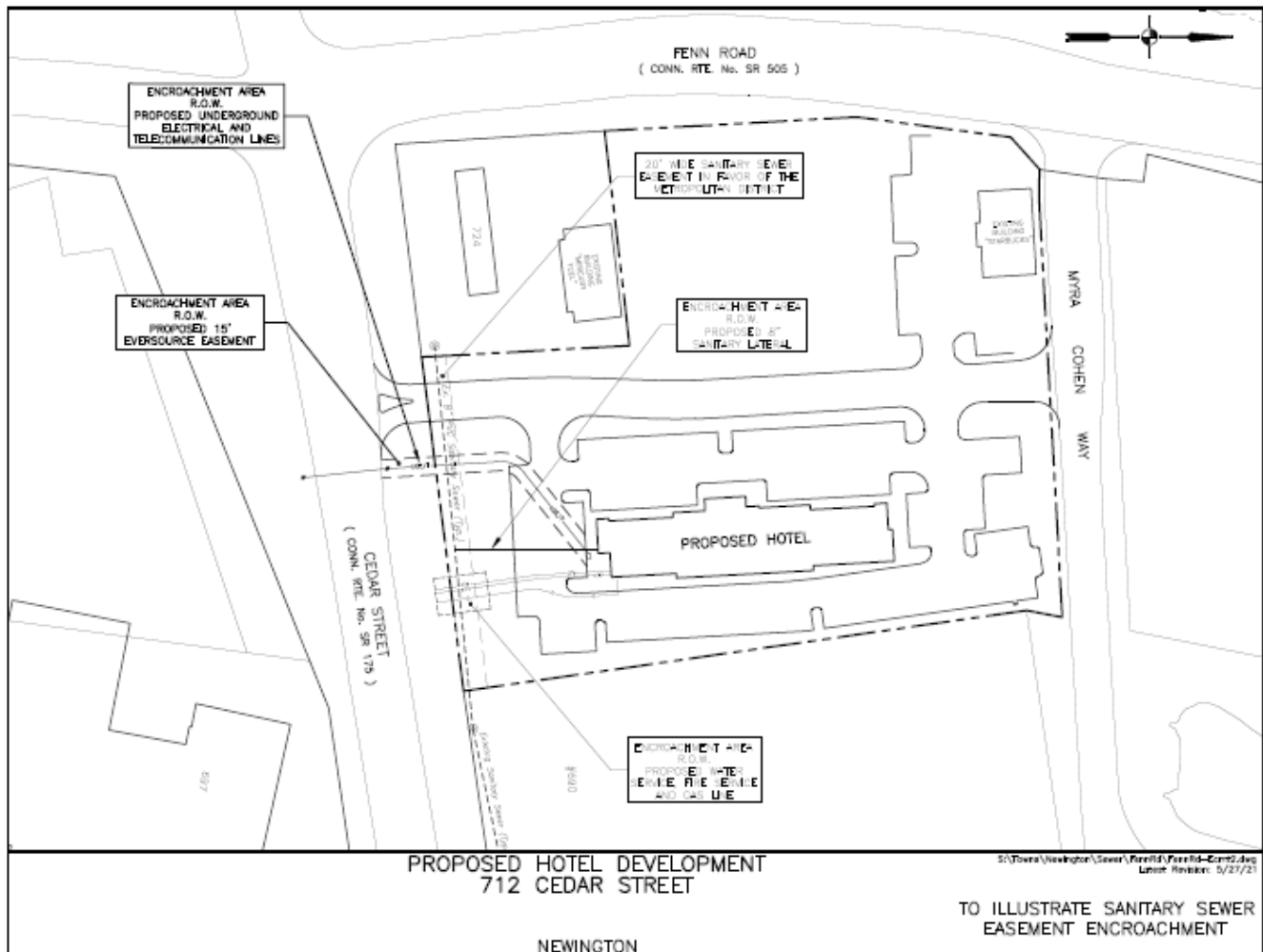
VOTED: That the Bureau of Public Works recommends to the District Board passage of the following resolution:

RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute an agreement, subject to: (i) all the terms and conditions for the Improvements in the Prior Approval, which terms and conditions are hereby incorporated into and made a part of this resolution, as well as: (ii) approval of form and content by District Counsel, granting permission to 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 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.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Scott W. Jellison', written over a horizontal line.

Scott W. Jellison  
Chief Executive Officer



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

### **RECENT EPA INSPECTION**

Chief Executive Officer Scott Jellison discussed the recent EPA inspection, explaining to Commissioners that the planned EPA visit was scheduled prior to recent news reports about Hartford street flooding. The EPA representatives reviewed compliance and financial aspects of the EPA Consent Decree and Connecticut DEEP Consent Order. The MDC is awaiting a report by EPA about the visit.

### **SEWAGE SLUDGE INCINERATORS**

Director of Facilities Tom Tyler updated the Bureau on sewage sludge incinerators, including sludge revenue, and recent testing resulting in 100% compliance on all pollutants. He informed the Bureau that, with all results being below the 75% pollutant limit, the District will have the ability to seek a waiver for the EPA required testing for a two-year period.

**680 FRANKLIN AVE HARTFORD PLAYGROUND IMPROVEMENTS**

Chief Executive Officer Scott Jellison and District Counsel Christopher Stone discussed a potential additional \$25,000 cost to the District to install futsal courts instead of the previously agreed upon basketball courts as part of a Memorandum of Understanding to replace the former tennis courts at 680 Franklin Ave, Hartford.

**COMMISSIONER REQUESTS FOR FUTURE AGENDA ITEMS**

Chief Executive Officer Scott Jellison informed the Bureau that there were many items coming to future agendas including metering sewer only customers in Farmington, Significant Industrial User/Miscellaneous Industrial User permits, the North Hartford watershed study, and sewer ordinances changes related to the NPDES permits.

Commissioner Salemi requested that Commissioners be provided access to the GIS system as they did in the past.

Commissioner Torres informed the Bureau and staff of a conversation he had with a member of the Hartford Flood Commission who was unaware of the issues regarding the North Branch of the Park River and Commissioner Torres wondered what kind of authority the Hartford Flood Commission has over dredging the river. He also asked to look at replacing catch basins that are safer for bicyclists as member towns move toward more bike accessible lanes.

**OPPORTUNITY FOR GENERAL PUBLIC COMMENTS**

No one from the public appeared to be heard.

**ADJOURNMENT**

The meeting was adjourned at 5:11 PM

ATTEST:



John S. Mirtle  
District Clerk

April 24, 2023

\_\_\_\_\_  
Date of Approval

**BUREAU OF PUBLIC WORKS  
SPECIAL MEETING**

555 Main Street, Hartford  
April 24, 2023

**Present:** Commissioners John Avedisian, Richard Bush, John Gale, Joan Gentile, Allen Hoffman, Dominic Pane, Alvin Taylor, Calixto Torres, James Woulfe and District Chairman William DiBella (10)

**Remote**

**Attendance:** Commissioners Andrew Adil, Donald Currey, Byron Lester, Bhupen Patel and David Steuber (5)

**Absent:** Commissioners John Bazzano, David Drake, James Healy, Gary Johnson, Maureen Magnan and Pasquale Salemi (6)

**Also**

**Present:** Commissioner Jean Holloway  
Commissioner Diane Lewis  
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  
David Rutt, Director of Operations  
Robert Schwarm, Director of Information Technology (Remote Attendance)  
Tom Tyler, Director of Facilities  
Michael Curley, Manager of Technical Services  
Jason Waterbury, Senior Project Manager  
Julie Price, Executive Assistant  
Dave Baker, IT Consultant (Remote Attendance)  
Dylan Pecego, IT Consultant (Remote Attendance)  
Joseph Szerejko, Independent Consumer Advocate (Remote Attendance)

**CALL TO ORDER**

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

**PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS**

Independent Consumer Advocate Joseph Szerejko spoke regarding item #7 Referral of Ordinance Re: Private Property Sewer Connection Rodding or Repair to Committee on MDC Government. He was concerned about the language in S3u that stated that the property owner was ultimately responsible for determining if repair is timely.

***Commissioner Patel entered the meeting remotely at 5:10 PM.***

**APPROVAL OF MEETING MINUTES**

***On motion made by Commissioner Currey and duly seconded, the meeting minutes of March 1, 2023 were approved. Commissioner Healy abstained.***

***Commissioner Woulfe entered the meeting at 5:11 PM.***

**VETERAN'S TERRACE PHASE 3, EAST HARTFORD  
ABANDONMENT OF SANITARY SEWERS**

To: Bureau of Public Works for consideration on April 24, 2023

On March 3, 2023, the District received a letter from Salvatore R. Carabetta of Veteran's Terrace Communities III LLC, Owner and Developer of Veteran's Terrace Phase 3, requesting that the Metropolitan District abandon the existing 8-inch sanitary sewer within the former Columbus Street Extension right of way in East Hartford, as shown on the accompanying map. The purpose of the request is to enable the construction of a new residential development known as Veteran's Terrace Phase 3.

The proposal submitted includes the abandonment of approximately 320 feet of 8-inch cast iron sanitary sewer, as shown on the aforementioned map. The Developer intends to install new sanitary sewer lateral connections to the existing sewers in Columbus Street and in adjacent private lands, thereby not requiring the use of these sewers. The existing sanitary sewer was originally constructed through a Developer's Permit Agreement between the East Hartford Housing Authority and the MDC in 1957 within the public right of way, therefore no easement exists.

From an engineering standpoint, the abandonment of the existing sanitary sewer will not have a negative impact on the sewer collection system, and no hardship or detriment would be imposed on others. All new connections and services to the new buildings constructed as part of this project will utilize the existing utilities in Columbus Street and adjacent private lands.

It is therefore 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 the abandonment of the existing sanitary sewers on Columbus Street Extension, property formerly of the Town of East Hartford, as shown on the accompanying map.

Respectively submitted,



Scott W. Jellison  
Chief Executive Officer

The Metropolitan District  
555 Main Street  
Hartford CT, 06103

March 3, 2023

Re: Veterans Terrace Extension  
Request to Abandon Sanitary Sewer  
Michael Ave to Columbus Circle

To whom it may concern,

The undersigned is the anticipated owner of the improvements to be known as Veterans Terrace Phase 3. In partnership with the East Hartford Housing Authority, we will be demolishing all structures and a select number of existing site utilities as part of a state funded rehabilitation of the property to provide quality affordable apartments to low-income residents.

The rehabilitation will include the demolition and removal of all (8) existing buildings and the new construction of (9) new residential buildings and (1) community center. In order to facilitate the aforementioned rehabilitation, the existing Columbus Circle Extension will be abandoned, and new site drainage will be provided for the property.

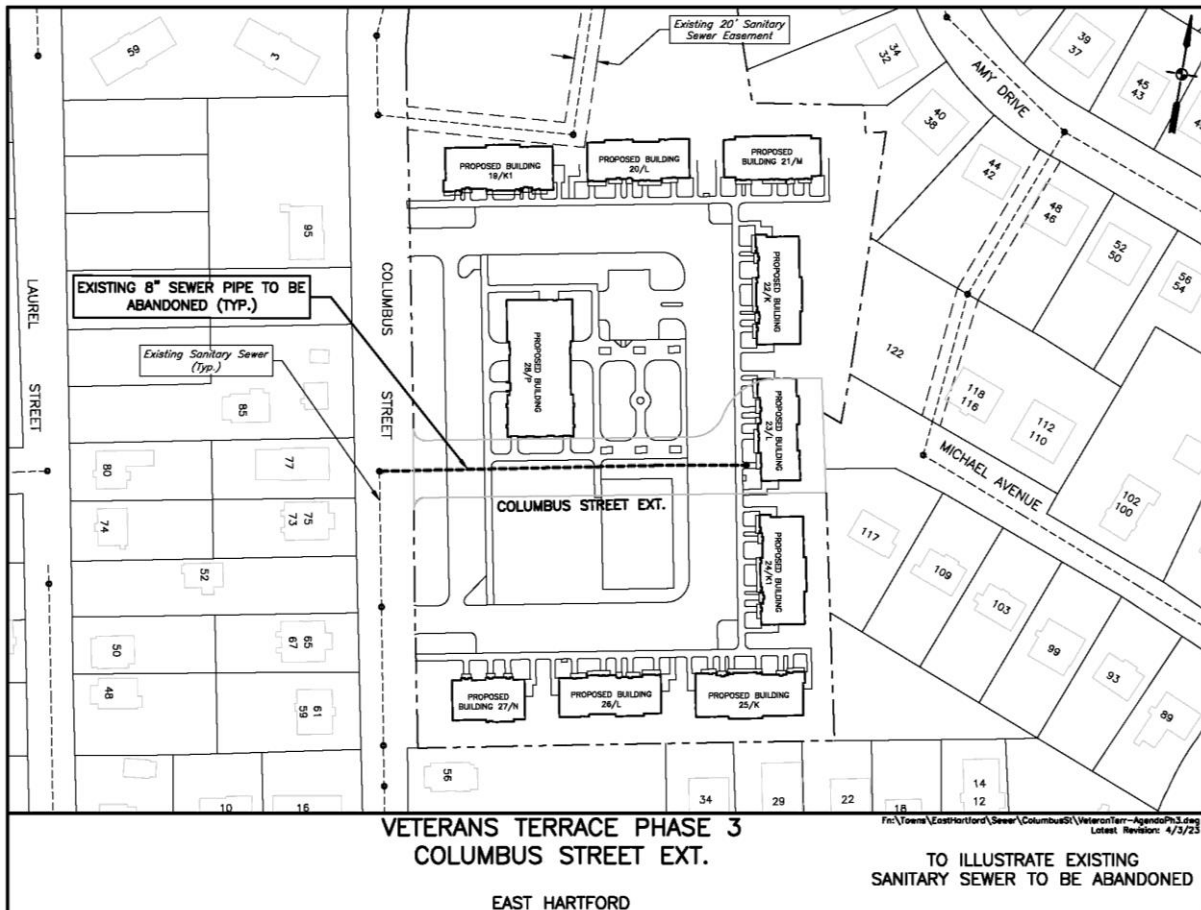
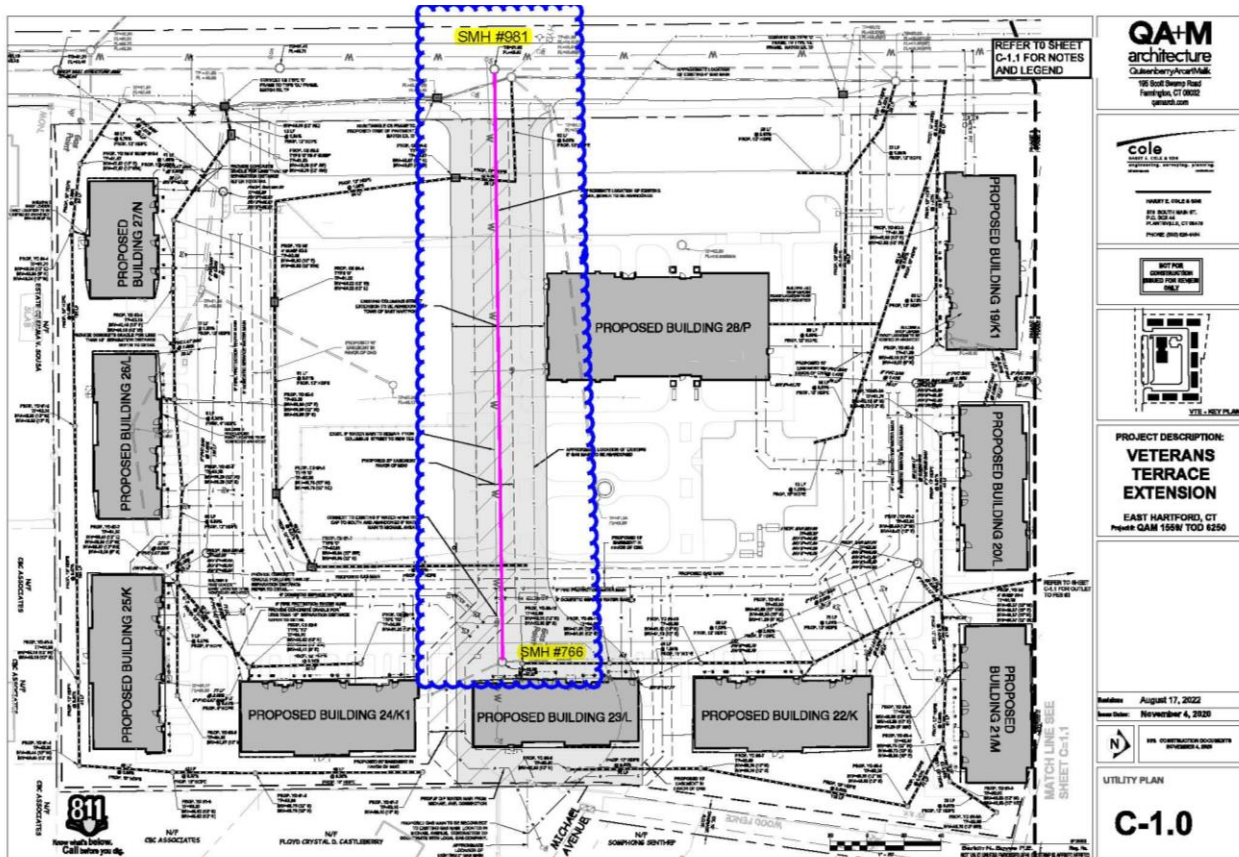
Accordingly, in furtherance of the new drainage system and the construction of the nine new residential buildings, the existing 8" sanitary sewer that runs between Columbus Circle (SMH #981), through the center of Columbus Circle Extension (to be abandoned) to Sanitary Manhole #SMH #766, highlighted in pink in the attached plan must be abandoned.

This letter shall serve as our official request to abandon the above-referenced existing sanitary sewer line. Thank you for your attention to this issue. And should you have any questions or concerns, please do not hesitate to contact us.

Very Truly Yours

Veterans Terrace Communities III LLC  
Veterans Terrace MM III LLC  
Its Managing Member  
Investors Network LLC  
A Managing Member

By:   
Salvatore R. Carabetta





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

**99 VAN BLOCK AVENUE, HARTFORD MLK APARTMENTS  
RELEASE OF RIGHT-OF-WAY AND ABANDONMENT OF SANITARY SEWERS**

To: Bureau of Public Works for consideration on April 24, 2023

On March 9, 2023, the District received a letter from Will Walter, P.E., of Benesch on behalf of MLK Cooperative, Inc., (the "Owner") and Developer of Martin Luther King Apartments located at 99 Van Block Avenue in Hartford (the "Property"), requesting that the Metropolitan District abandon and release the existing sanitary sewers and easements within the Property, as shown on the accompanying map. The purpose of the request is to enable the construction of a new residential development.

The Developer intends to install new sanitary laterals to serve the proposed buildings within the development to existing sewers located in Van Block Avenue and Luis Ayala Lane, thereby not requiring the use of the onsite sanitary sewers. The original easement was acquired by the Metropolitan District from the Van Block Housing Corporation through a Developer's Permit-Agreement in May, 1969.

From an engineering standpoint, the release of the requested easements and abandonment of the sanitary sewers will not have a negative impact on the District's sewer system, and no hardship or detriment would be imposed on others.

It is therefore RECOMMENDED that it be

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

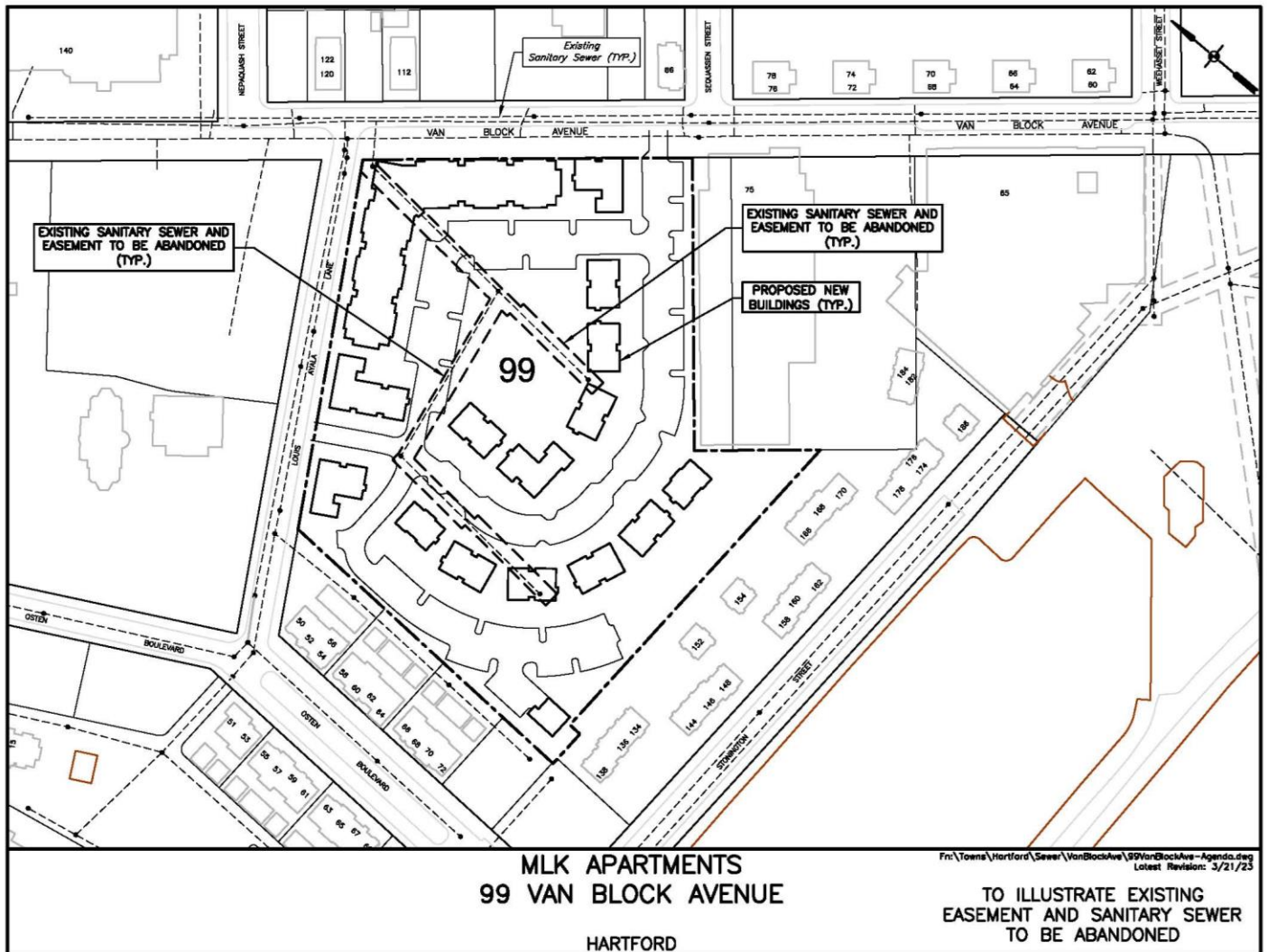
RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute the release of the existing sanitary sewer easements and discontinued sanitary sewers on property owned by MLK Cooperative, Inc., as shown on the accompanying map and as recorded in the City of Hartford land records in Volume 1229, Pages 279-281. The release shall be subject to approval by District Counsel as to form and content.

Respectively submitted,



Scott W. Jellison  
Chief Executive Officer







120 Hebron Avenue, Floor 2  
Glastonbury, CT 06033  
www.benesch.com  
P 860-633-8341

March 9, 2023

Michael Curley, PE  
Technical Services, Engineering & Planning  
MDC  
555 Main Street  
Hartford, CT 06103

RE: **Sanitary Easement Abandonment Request**  
**MLK Apartments**  
**Van Block Avenue Hartford, CT**

Dear Michael:

The property owner, MLK Cooperative, Inc., is proposing a new residential project at property located at the corner of Van Block Avenue and Luis Ayala Lane, in Hartford, Connecticut. The property is currently situated with a number of residential buildings, all of which have either been abandoned, or will be abandoned shortly. The project includes the complete demolition of the site and reconstruction that includes fifteen multi-family residential apartment style buildings and one (1) maintenance buildings, all of which will vary in size.

The site currently contains an MDC main and associated easement that serves the existing buildings. As the building configuration on the site is changing, this existing easement is located in areas where new buildings are proposed. Additionally, it is our understanding that the existing MDC sanitary infrastructure within that easement does not conform to current MDC standards. We are therefore requesting to abandon the easement and existing sanitary infrastructure within the easement. We are indicating the limits of the existing easement to be abandoned on attached plan entitled 2023-03-08 Sanitary Easement Abandonment Limits.

The new development is proposing to provide sanitary collection through new on-site laterals that will connect to the mains in Van Block Avenue and Luis Ayala Lane, as can be seen on the attached Site Utility Plan. Therefore, we are not requesting a Developers Permit Agreement as part of this project.

Please find the following attachments to this request letter:

- Existing Conditions Plan.
- 2023-03-08 Sanitary Easement Abandonment Limits.
- C-300 Utility Plan.
- Legal Easement, as filed with the City of Hartford, to be abandoned.
- City of Hartford Site Plan Approval
- CAD File – most of the layers have been stripped out for ease of identification of the easement.

A \$600 check will be hand delivered to you at the above address by the property owner.

Michael Curley, PE  
Page | 2



Please let us know if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Will Walter".

Will Walter, PE  
Senior Project Manager

Owners Signature

A handwritten signature in blue ink, appearing to read "Aaron Greenblatt".

Aaron Greenblatt  
MLK Cooperative, Inc.

cc. Dave Goslin (via email)  
Aaron Greenblatt (via email)  
Alexandra Michaud (via email)  
Sara Leadbetter (via email)

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

**1 TUNXIS AVENUE & 6 MOUNTAIN AVENUE, BLOOMFIELD  
NEW PROSSER LIBRARY  
ENCROACHMENT AGREEMENT**

To: Bureau of Public Works for consideration on April 24, 2023

In a letter dated February 10, 2023, Mr. Rock Emond, Associate Civil Engineer of SLR International, Inc., on behalf of the Town of Bloomfield, owner of the above-referenced property ("Owner"), has requested permission from The Metropolitan District ("MDC" or "District") to encroach on the MDC's existing 20-foot-wide Bloomfield Trunk Sewer easement or right-of-way, encompassing an existing 24-inch sanitary trunk sewer and its appurtenant infrastructure (collectively, the "Sewer"), situated on the Property ("ROW") for the purpose of constructing and installing site improvements for and in connection with the construction of the new Prosser Library building (the "Project").

The proposed work for the Project entails (i) excavation and removal of up to two feet of fill, (ii) removal of pavement and curbing, (iii) installation of two 6-inch sanitary sewer lateral connections to the Sewer, (iv) installation of stormwater system infrastructure (12-inch HDPE pipe), and (v) the installation of an overhead pedestrian bridge all within such ROW as shown on the accompanying maps (collectively, the "Improvements"). The proposed storm piping will be installed above the Sewer with a minimum of three feet of vertical clearance between this

Sewer and such piping. The overhead bridge will be installed with a minimum of twelve (12) feet of vertical clearance over the surface level of the ROW and all supports and footings will be located outside of the ROW. The Sewer was built in 1961.

MDC staff has concluded that the Improvements are minor and that there will be no detriment to the Sewer as a result, provided Owner enters into and executes an encroachment agreement with the MDC, whereby Owner complies with the following conditions and other conditions required hereby.

Owner has agreed to the following conditions in order to satisfy the District's concerns for protection of the Sewer located within the Property and to maintain accessibility along the length of the MDC's ROW:

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 and materials 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 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 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. 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 or MDC hired-consultant 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 and a preconstruction meeting shall be held prior to commencing any such activities within the ROW, except in the case of an emergency, in which case notice must be provided to the District as soon as practicable. Such inspector shall have the unilateral right to halt performance of any such work in the event the integrity of the Sewer is in any way threatened as determined by such inspector in his or her sole and absolute discretion.

6. The Owner shall perform a CCTV inspection, witnessed by an MDC inspector, of the Sewer in the areas of the construction prior to and upon completion of backfilling and restoration of the excavated areas. The videos will be delivered to the District for the purposes of assessing the pre- and post-activity condition of the 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 pursuant to the encroachment contemplated herein.

Staff has reviewed this request and considers it feasible, subject to the terms and conditions herein.

Accordingly, a formal written encroachment agreement shall be entered into and executed by the Owner and the District, which agreement shall include the above conditions and any other conditions set forth herein, and filed on the Town of 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, with the above conditions and subject to approval of form by District Counsel, granting permission to Owner to encroach upon the existing 20-foot sanitary sewer easement situated on the Property in order to: (i) perform the work for the Improvements in connection with the Project as shown on the plan submitted by SLR International, Inc., entitled "Figure 1 – Sewer Easement Utility Encroachment Bloomfield Public Library New Prosser Library 1 Tunxis Avenue Bloomfield, Connecticut," dated September 29, 2022, revised 12/9/22 and 2/9/23, Sheet No. Fig. 1, and (ii) maintain, repair and replace such Improvements, provided that: (a) the District shall not be held liable for any cost or damage of any kind from the present and in the following years as a result of any encroachment authorized hereby, (b) Owner shall reimburse MDC for any attorney fees and other costs incurred by MDC in enforcing the encroachment agreement, and (c) such agreement shall not be effective until fully executed by the District and Owner, and recorded on the Bloomfield Land Records. In the event that such full execution and recording does not occur within three (3) months of the date this resolution is passed by the District Board, then such resolution shall be null and void, and of no further force and effect.

Respectfully submitted,



Scott W. Jellison  
Chief Executive Officer



February 10, 2023

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

RE: Encroachment Permit  
Bloomfield Public Library  
New Prosser Library  
1 Tunxis Avenue and 6 Mountain Avenue  
Bloomfield, Connecticut 06002  
SLR #12351.00095

Dear Mr. Curley:

Pursuant to a request by the Town of Bloomfield for approval of encroachments within an easement owned by the Metropolitan District located on 1 Tunxis Road, Bloomfield, Connecticut please see attached enclosures including but not limited to:

- Partial Site Plan & Section provided by TSKP Studio
- Figure 1 – Sewer Easement Utility Encroachment provided by SLR International Corporation
- Property and Topographic Survey provided by Delta Surveying Services, LLC

The list of encroachments within the Metropolitan District Sewer Easement are as follows:

1. Pedestrian bridge crossing above easement
2. Storm drainage piping and structures within or around the easement
3. Grading in excess of 1 foot
4. Sanitary connections to existing 24" RCP owned/operated by the MDC

Please do not hesitate to contact me at (203) 271-1773 should you have any questions regarding this matter.  
Very truly yours,

SLR INTERNATIONAL, INC.

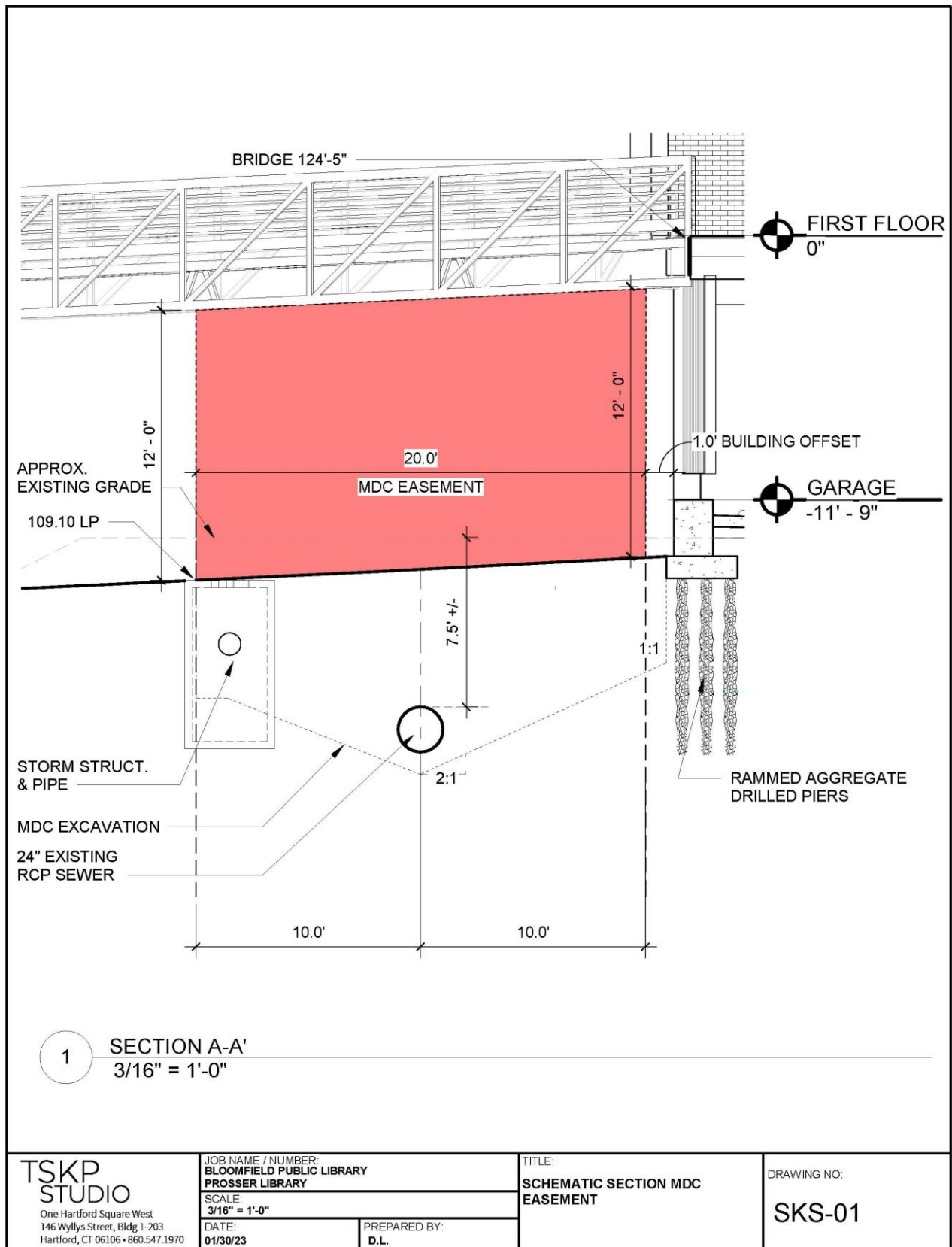


Rock Emond  
Associate Civil Engineer

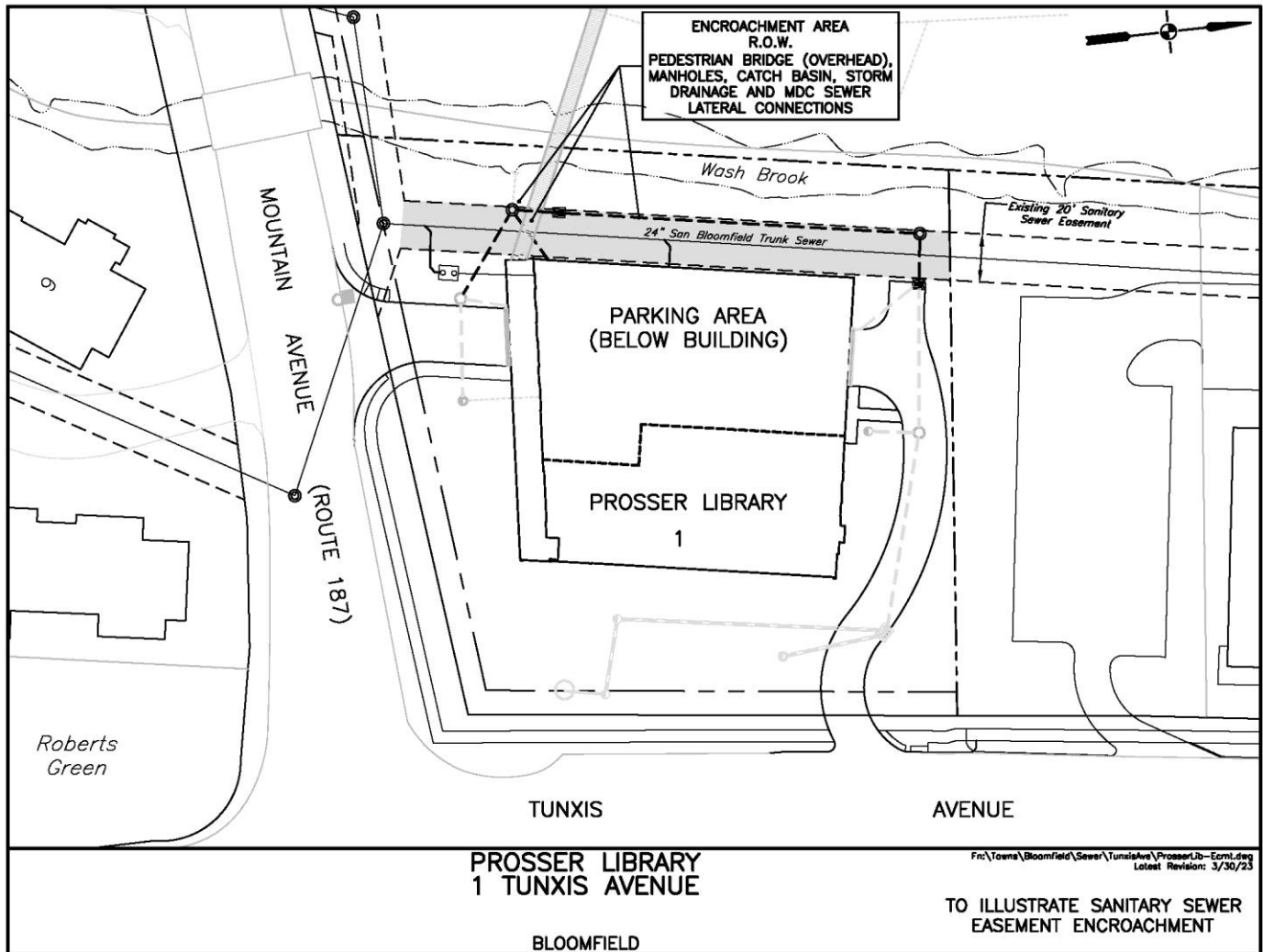
Page 2  
February 10, 2023

Cc: Mr. Ryszard Szczypek, TSKP Studio  
Mr. Michael Cegan, Richter and Cegan, Inc.  
Ms. Nancy Hayes, Town of Bloomfield









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

## **REFERRAL OF ORDINANCE RE: PRIVATE PROPERTY SEWER CONNECTION RODDING OR REPAIR TO COMMITTEE ON MDC GOVERNMENT**

Chief Operating Officer Chris Levesque presented to the Bureau of Public Works on the proposed change of ordinance pertaining to private property sewer connection rodding or repair as shown below:

### **SEC. S3c CONNECTIONS TO SEWERS**

No person shall make any connection to any public sewer of the District or appurtenance thereof, or to any pipe or appurtenance discharging thereinto, or remove or disconnect any existing connection thereto, except as provided in this ordinance; provided, plumbing work and fixtures within buildings and similar structures may be built and connected as provided

by local or state plumbing codes, laws and regulations and by permits issued thereunder. For new house connections to the District's sewer, the property owner may, at his or her election, request to participate in the District's Sewer House Connection Program established by the Bureau of Public Works, as may be modified or amended from time to time. The Sewer House Connection Program provides property owners with the option to pay for a new house connection over time as part of their monthly water bill.

The District may, in coordination with or as part of a District or member town's capital improvement project, elect to replace or reline a property's sewer house connection, including the portion on private property, at no cost to the property owner.

### SEC. S3s MAINTENANCE OF SEWER CONNECTIONS

~~All Maintenance of the entire length of sewer house connections on private property shall be maintained by, and at the expense of, remains the responsibility of the property owner, subject to Section S3i. When a sewer house connection is in need of replacement or lining, or for a new house connection to the District's sewer, When maintenance on an existing sewer house connection is needed, the property owner may at his or her election, request to participate in the District's sewer Sewer installation-House Connection program-Program as established by the Bureau of Public Works, as may be modified or amended from time to time. If the requirements of the Sewer House Connection Program are met, the District, or its contractor, will repair, replace or line an existing sewer house connection at no cost to the Property Owner. If the property owner chooses to not participate in the District's program, all maintenance expenses are borne by the property owner. The sewer installation program provides property owners with the ability to pay for house connection replacement, lining or installation over time as part of their monthly water bill.~~

### SEC. S3t SEWER STOPPAGES

In the event of complaint regarding a sewer stoppage, the District will ascertain if the main sewer is clear, and if not, any ~~stoppages-blockages~~ therein will be relieved as quickly as possible.

If the main (public) sewer is found by the District to be clear, the Owner will be so informed and the Owner ~~shall-may~~ then, at his/her own expense, employ a licensed plumber, ~~reputable~~ cleaner or licensed drain layer to clear any stoppage in the sewer house connection.

~~If the licensed plumber, licensed drain layer or reputable sewer cleaner finds that the stoppage is within the sewer house connection located within the public street, and that the stoppage cannot be cleared by power rodding or snaking, the licensed plumber, licensed drain layer or reputable sewer cleaner shall inform the District.~~

~~If upon investigation by the District forces, the stoppage is found in the portion of the sewer house connection located in the public street and the stoppage is of such nature that it could not have been cleared by power rodding or snaking, the condition will be corrected by the District or the District's contractor without additional charge to the Owner.~~

~~If, however, it is found that the stoppage could have been cleared by power rodding or snaking and is not due to faulty condition (disrepair) of the sewer house connection located within the public street, the Owner will be so informed and shall pay to the District the expense incurred by the District. The bill for such expense shall be paid promptly, and failure to do so shall result in the District taking such action as it deems appropriate.~~

Alternatively, the Owner may request to participate in the District's Sewer House Connection Program established by the Bureau of Public Works, as may be modified or amended from time to time. If the requirements of the Sewer House Connection Program are met, the District or its contractor will power rod the house connection to clear a blockage at no cost to the Owner, if applicable. If repair, replacement or relining the sewer house connection is required, the District or its contractor will perform the work at no cost to the Owner. If the Owner elects to participate in the Sewer House Connection Program, the District will make reasonable efforts to clear the blockage in a timely manner and notify the Owner of the anticipated schedule of repair. The Owner shall be the party ultimately responsible for determining whether the anticipated schedule for maintenance/repair under the Sewer House Connection Program will resolve any blockages or other issues in the sewer house connection in a timely manner to avoid potential future damage as a result of the condition of the sewer house connection. Prior to any cleaning or repair being performed under the Sewer House Connection Program, the Owner shall, in writing: (1) authorize the District or its contractor to perform work on and within the sewer house connection including on private property; (2) acknowledge that by performing the work the District does not assume ownership of, or have a continued obligation to maintain, the sewer house connection; and (3) release the District from liability for future potential damages arising from, or related to, the timeliness or scheduling of any planned repair work and damages that may occur as a result of the condition of the sewer house connection prior to performance of the work by the District or its contractor.

Where necessary, the District will repair or renew from the main sewer to the street line (property line) any sewer house connection at no cost to the Owner.

It is to be understood that maintenance of the house connection as defined herein is entirely the Owner's responsibility.

## **SEC. S3u REPAIR OF HOUSE CONNECTIONS CAUSING STREET CAVITIES**

Whenever the District is informed or learns that a cavity, depression or other abnormality in the public street is or may be caused by ~~disrepair in the condition of~~ the public sewer or house connection, the District will ascertain if the public sewer or the sewer house connection within the public ~~street-right of way~~ is the cause of the street cavity, depression or other abnormality.

If the District determines that such cavity within the public street is caused or contributed to by ~~disrepair the condition of the~~ in the public sewer or ~~by disrepair in~~ the sewer house connection within the ~~said street~~the public right of way, the District shall proceed to excavate and make the necessary repairs or have its contractor do so.

If, ~~it should be as~~ determined by the District that: (1) disrepair of a sewer house connection in private lands is the cause of any cavity, depression or other abnormality within the public streetright of way; or (2) that any disrepair exists in the condition of the sewer house connection located in private lands, which disrepair allows or may allow the discharge of excluded or non-permissible wastes to the public sewer; or that any house connection is not being properly maintained; the Owner may request to participate in the District's Sewer House Connection Program established by the Bureau of Public Works, as may be modified or amended from time to time. If the requirements of the Sewer House Connection Program are met, the District or its contractor will power rod the house connection to clear a blockage at no cost to the Owner, if applicable. If repair, replacement or relining the sewer house connection is required, the District or its contractor will perform the work at no cost to the Owner. If the Owner elects to participate in the Sewer House Connection Program, the District will make reasonable efforts to clear the blockage in a timely manner and notify the Owner of the anticipated schedule of repair. The Owner shall be the party ultimately responsible for determining whether the anticipated schedule for maintenance/repair under the Sewer House Connection Program will resolve any blockages or other issues in the sewer house connection in a timely manner to avoid potential future damage as a result of the condition of the sewer house connection. Prior to any cleaning or repair being performed under the Sewer House Connection Program, the Owner shall, in writing: (1) authorize the District or its contractor to perform work on and within the sewer house connection including on private property; (2) acknowledge that by performing the work the District does not assume ownership of, or have a continued obligation to maintain, the sewer house connection; and (3) release the District from liability for future potential damages arising from, or related to, the timeliness or scheduling of any planned repair work and damages that may occur as a result of the condition of the sewer house connection prior to performance of the work by the District or its contractor.

***On motion made by Commissioner Woulfe and duly seconded, the Bureau of Public Works unanimously voted to refer the ordinance to the Committee on MDC Government for consideration for revisions.***

#### **TOWN OF FARMINGTON SEWER METERING**

Jason Waterbury, Senior Project Manager, presented to the Bureau regarding the Farmington satellite sewer agreements and sewer metering.

***Commissioner Gale moved to accept the report. The report was accepted unanimously by the Bureau of Public Works.***

#### **MEMORANDUM OF UNDERSTANDING RE: NORTH HARTFORD STORMWATER AND SEWERSHED STUDY**

Chief Executive Officer Scott Jellison updated the Bureau of Public Works about the Hartford MOU regarding North Hartford stormwater and sewershed study. CEO Jellison informed the Bureau that the MDC and City of Hartford have an agreement in principle to conduct a

drainage study of North Hartford to determine where the water is coming from before any action is taken to do sewer separations.

***District Chairman DiBella moved to accept the report. The report was accepted unanimously by the Bureau of Public Works.***

#### **MEMORANDUM OF UNDERSTANDING RE: METZNER PARK IMPROVEMENTS**

No action taken due to the MOU not being finalized. Chairman DiBella moved to postpone indefinitely.

#### **COMMISSIONER REQUESTS FOR FUTURE AGENDA ITEMS**

Commissioner Torres requested that staff send out information to Commissioners regarding how much land the MDC has acquired in Hartford. CEO Scott Jellison confirmed he had that information and would send it out to Commissioners.

#### **OPPORTUNITY FOR GENERAL PUBLIC COMMENTS**

No one from the public appeared to be heard.

#### **ADJOURNMENT**

The meeting was adjourned at 6:23 PM

ATTEST:



John S. Mirtle  
District Clerk

May 31, 2023

Date of Approval

**BUREAU OF PUBLIC WORKS  
REGULAR MEETING  
555 Main Street, Hartford  
May 31, 2023**

**Present:** Commissioners John Avedisian, Donald Currey, David Drake, Allen Hoffman, Gary Johnson, Byron Lester, Dominic Pane, Bhupen Patel, Alvin Taylor, James Woulfe and District Chairman William DiBella (11)

**Remote**

**Attendance:** Commissioners Andrew Adil, Richard Bush, Joan Gentile and Maureen Magnan (4)

**Absent:** Commissioners John Bazzano, John Gale, James Healy, Pasquale Salemi, David Steuber and Calixto Torres (6)

**Also**

**Present:** Commissioner Jean Holloway  
Scott W. Jellison, Chief Executive Officer  
Christopher Stone, District Counsel (Remote Attendance)  
John S. Mirtle, District Clerk  
Christopher Levesque, Chief Operating Officer  
Kelly Shane, Chief Administrative Officer  
Robert Barron, Chief Financial Officer  
Jamie Harlow, Director of Human Resources (Remote Attendance)  
Susan Negrelli, Director of Engineering  
David Ruttly, Director of Operations  
Robert Schwarm, Director of Information Technology  
Tom Tyler, Director of Facilities  
Michael Curley, Manager of Technical Services  
Jason Waterbury, Senior Project Manager  
Craig Scott, Manager of Environmental Health & Safety  
Carrie Blardo, Assistant to the Chief Executive Officer  
Julie Price, Executive Assistant  
Dave Baker, IT Consultant (Remote Attendance)  
Joseph Szerejko, Independent Consumer Advocate (Remote Attendance)

**CALL TO ORDER**

The meeting was called to order by Chairman Hoffman at 4:21 PM

**PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS**

No one from the public appeared to be heard.

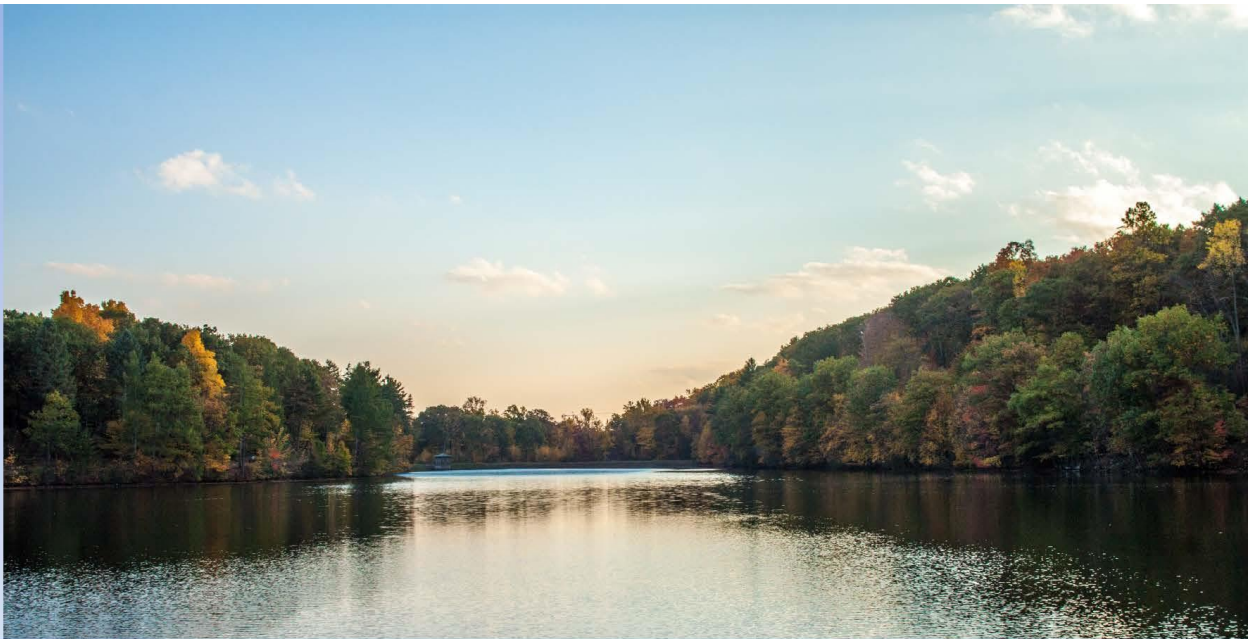
**APPROVAL OF MEETING MINUTES**

*On motion made by Commissioner Currey and duly seconded, the meeting minutes of April 24, 2023 were approved.*

*Commissioner Pane entered the meeting at 4:37 PM.*

**OUTREACH TO SIGNIFICANT INDUSTRIAL USERS & MISCELLANEOUS INDUSTRIAL USERS**

Chief Operating Officer Chris Levesque presented on outreach to significant industrial users & miscellaneous industrial users.



**District Bureau of Public Works**

**May 31, 2023**

**Agenda Item 4: Outreach to Significant & Miscellaneous Industrial Users**



## Purpose of Discussion

- Report of Outreach to Significant Industrial Users (SIU) and Miscellaneous Industrial Users (MIU) to obtain Discharge Water Quality Reports and registration
- What are SIUs and MIUs and what permits apply to them
- What pollutants can SIUs and MIUs discharge and effects on District infrastructure and process
- Cost Recovery Rate Structure – Future Proposal based on flow and concentration following outreach

### CT DEEP Industrial User General Permits and Individual Permits

- CT DEEP has developed a series of General Permits related to industrial wastewater discharges to Publicly Owned Treatment Works (POTW). Historically CT DEEP has permitted and enforced compliance of all Industrial Users for discharges to Sanitary Sewers.
- Permits for Industrial User Discharges
  - Significant Industrial User (SIU) Discharge General Permit (Discharge >25,000 gpd)
  - Significant Industrial User Individual Permit (Discharged pollutants not consistent with General Permit)
  - Miscellaneous Industrial User (MIU) General Permit (Discharge <25,000 gpd)
  - \*Food Service Establishment/ Fats, Oils & Grease (FOG) Discharge Permits
- The District has been maintaining a list of current SIU and MIU dischargers and is looking to complete the list with unregistered dischargers to complete our inventory.
- The District currently charges a one-time Administrative Review fee for the application for each permit and applies a \$150/yr for inspections of the facility.



## Example MIU GP Customers

### Group I – Process Water Dischargers

- Commercial laundry wastewater
- Contact cooling and heating wastewater
- Cutting and grinding wastewater
- Food processing wastewater (including breweries and distilleries)
- Non-destruct testing rinsewater
- Printing and photographic processing wastewater
- Reverse osmosis reject water
- Tumbling or cleaning of parts wastewater
- Water treatment wastewater

### Group II – Non-Process Water Dischargers

- Air compressor condensate & blowdown
- Boiler blowdown wastewater
- Building maintenance wastewater
- Fire suppression system testing wastewater
- Hydrostatic pressure testing wastewater
- Non-contact cooling water
- Potable water system maintenance or sampling wastewaters
- Swimming pool wastewater
- Vehicle maintenance wastewater

## Pollutants for Wastewater

- Biochemical Oxygen Demand (BOD)
- Total Suspended Solids (TSS)
- Oil and Grease
- Chemical Oxygen Demand (COD)
- Total Kjeldahl Nitrogen (TKN)
- Ammonia
- Flow (Limits to imported or created discharges)

# Pollutants Limits

Pollutants	MDC Limits (mg/L)	DEEP MIU Limits (mg/L)	DEEP SIU Limits - Process/NP (mg/L)
pH	5.5 - 10.0	5.5 - 11.5	5.5 - 11.5
BOD	300 mg/L Strength Charge	600 mg/L or 100.0 lbs/day	600 mg/L or 100.0 lbs/day
COD	700 mg/L Strength Charge	1200 mg/L	1200 mg/L or 200.0 lbs/day
TSS	600mg/L 300 mg/L Strength Charge	600 mg/L or 100.0 lbs/day	600 mg/L or 100.0 lbs/day
TKN	Total Nitrogen 8 lb/day	40mg/L or 8 lbs/day	40mg/L or 8 lbs/day
Nitrate-nitrit		40mg/L or 8 lbs/day	40mg/L or 8 lbs/day
O&G*	100 mg/L	100 mg/L	100 mg/L

## Wastewater Discharge Program

Objective: Identify dischargers with compatible pollutants that are above domestic background concentrations and determine the operational and maintenance impact and subsequent costs to the District's collection system and treatment systems.

Costs to recover:

- **Sewer Line and Sewer Pump Station Maintenance and Rehabilitation**
  - Case Study: The District receives an elevated level of BOD from a customer, although the customer pretreats the discharge prior to entering the District's collection system the levels far exceed the domestic background concentrations. While in the collection system the discharge enters a pump station with a concrete wet well. The high concentration of BOD has degraded the concrete walls, piping and valves that has required substantial maintenance and future rehabilitation of the pump station. The District currently recovers cost for this discharge.
- **Water Pollution Control Facility Surcharges and Limits**
  - Case Study: The District receives high levels of ammonia (form of Nitrogen) from a customer, this customer has reported the discharge through the SIU GP process and has received approval from the CT DEEP and the District to discharge. The District WPC department manages Nitrogen Discharges and annually addresses performance through the CT DEEP Nitrogen Discharge Credit program. In this case the Nitrogen concentration far exceeds the domestic background concentrations and has contributed to increased processing as well as costs for Nitrogen credits (HWPCF: 2015 = \$1,033,000, 10 yr avg. = \$525,000). The District currently does not recover cost for this discharge.

# Wastewater Discharge Program – Cost Recovery

The District has defined fees for the following:

- Wastewater Surcharge (excessive strength waste) for BOD, COD and TSS applied to SIUs only currently
- Permit Fees
- Inspection Fees

Fees to be developed and presented to BPW in Fall 2023

- Sampling and Monitoring Fees
- Industrial or Commercial Wastewater Rates
  - Based on Facility type
  - Based on Wastewater flow and pollutant concentration (block rates)

*Questions?*

## **SEWER CUSTOMER SERVICE CHARGE**

Chief Operating Officer Chris Levesque gave a presentation regarding the sewer customer service charge for sewer only customers.





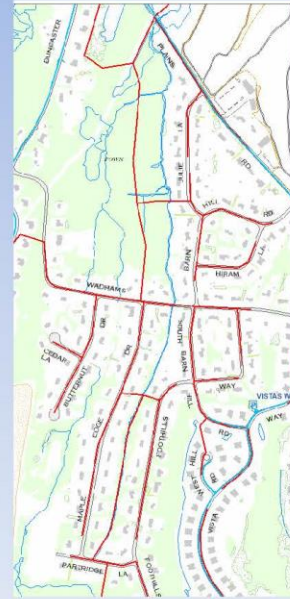
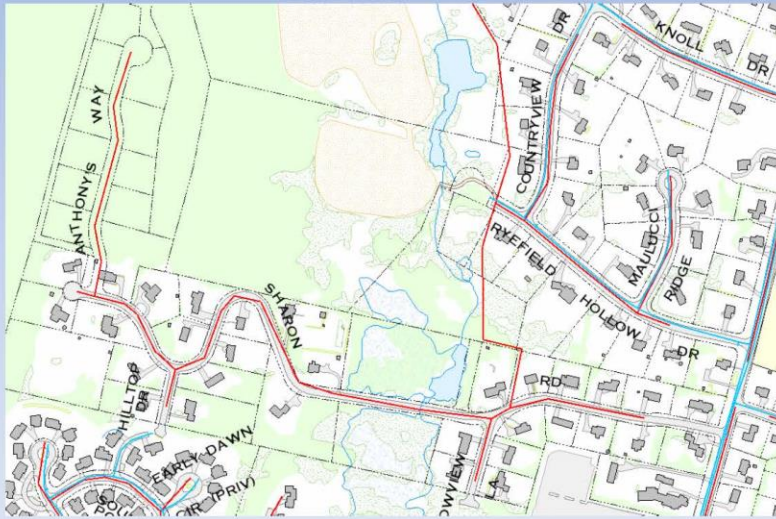
**District Bureau of Public Works  
May 31, 2023**

**Agenda Item 5: Sewer Customer Service Charge (Sewer Only Customers)**

## **Purpose of Discussion**

- **Report of Outreach to Sewer Only Customers.**
- **Example of Sewer Only Customers**
- **Next Steps in Outreach**
- **Billing of Customer Service Charge following inventory in January 2024**

# Example of Sewer Only Customers



## Next Steps

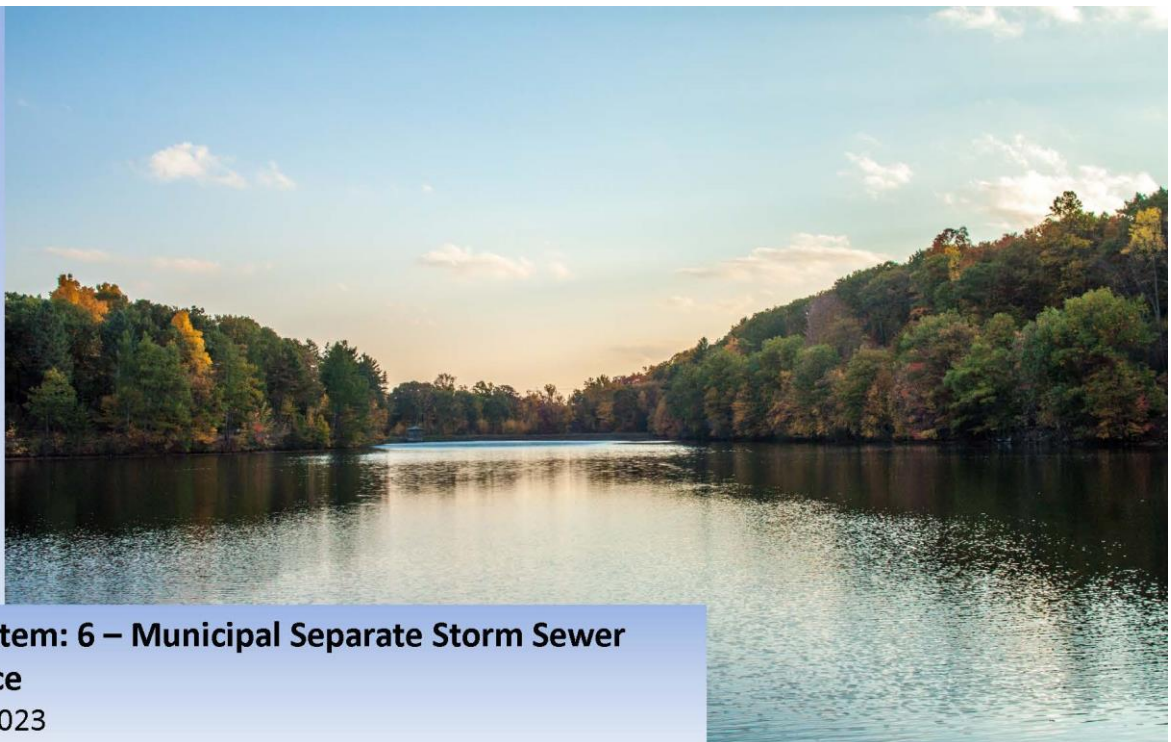
- Perform Inventory of Properties and Property Owners with Sewer Service Only
- Create Customer Information in SAP CIS and begin creating data for future billing
- Communicate with customers following completion of inventory in each town about the District and services provided as a sewer customer. Provide information of future billing and payment options.



*Questions?*

**MUNICIPAL SEPARATE STORM SEWER ORDINANCE**

Chief Operating Officer Chris Levesque gave a presentation on the municipal separate storm sewer ordinance.

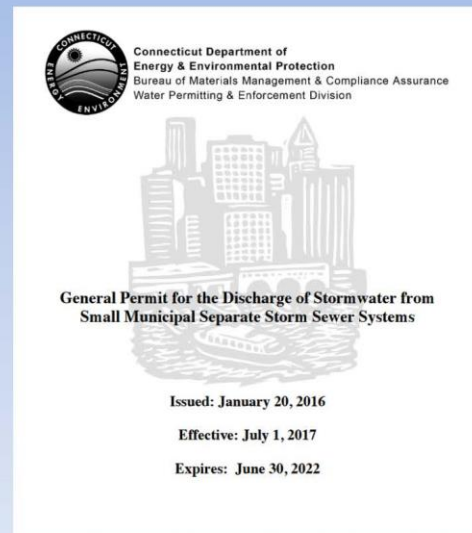


**Agenda Item: 6 – Municipal Separate Storm Sewer Ordinance**

May 31, 2023

## 2017 MS4 Permit Requirements for MDC Member Towns

- All CT municipalities within an ["urbanized area"](#) are required to comply with the MS4 General Permit to discharge stormwater into CT's water bodies. The basic requirements of the permit are to:
- 1) Submit a **Stormwater Management Plan** identifying 6 minimum control measures that a municipality will undertake to prevent and/or treat polluted runoff;
- 2) Submit **Annual Reports** to DEEP indicating the progress with implementing that plan; and
- 3) **Monitor the quality** of water bodies.



## Purpose of MS4

— Mission Statement from CT DEEP Website:

*This general permit requires each municipality to take steps to keep the stormwater entering its storm sewer systems clean before that stormwater enters water bodies. One important element of this permit is the requirement that towns implement public education programs to make residents aware that stormwater pollutants emanate from many of their everyday living activities, and to inform them of steps they can take to reduce pollutants in stormwater runoff.*



## MS4 BMPs

- BMP 4-4: Construction Site Runoff Control - Conduct Site Inspections:
  - The COH is responsible for the inspection and enforcement of construction site runoff control.
- BMP 6-2a: Minimize the discharge of pollutants to MS4 from parks and open space management:
  - The COH is responsible for the maintenance of its properties, parks, or other facilities that it owns or operates so as to minimize the discharge of pollutants to its storm system.
- BMP 6-9: Develop / Implement Street Sweeping Program:
  - The COH is responsible for developing a SOP for street sweeping and meeting its annual goal of all residential streets of twice/year.
- BMP 6-10: Develop / Implement catch basin cleaning program:
  - The MDC cleans approximately one-third to one-half of the catch basins (CB) in Hartford per year and incurs the associated costs for the disposal of the material at the Manchester landfill.

## COH BMP Compliance:

- BMP 4-4: Construction Site Runoff Control - Conduct Site Inspections



Photos taken from Westbrook Village Development (7/9/21 & 7/20/21)



## COH BMP Compliance:

- BMP 6-2a: Minimize the discharge of pollutants to MS4 from parks and open space management:



Photos taken from Bushnell Park along Gold Street (7/29/21)

## COH BMP Compliance:

- BMP 6-9: Develop / Implement Street Sweeping Program:



Photos taken from Blue Hills Neighborhood (July 2020)

# COH BMP Compliance:

## – BMP 6-9: Develop / Implement Street Sweeping Program:



Photos taken from Albany Avenue (10/7/21)

# Impacts to MDC

- Financial:
  - COH owes MDC for CB Debris Disposal:
    - \$385,000 (approx.) dating back to 2015
  - Additional Cleanings of CB's:
    - 763 Basins = \$101,000 in 2020
  - Additional Cleaning of Combined Sewers (CS):
    - Columbus Blvd Siphon = \$1,069,400 in last 7 years
- Regulatory:
  - Debris in CS system leads to increased CSO volumes/events
- MDC Installation of CB Grates (2022)





- Per Hartford WPCF NPDES Permit, MDC creating a new sewer ordinance which will:

- Prohibit the construction of new combined sewers
- Prohibit the connection of new inflow sources to the existing combined sewer system, or to separated sewers in Hartford upstream of the combined sewer system.
- Require compliance with the City of Hartford's Planning and Zoning regulations with regards to stormwater management.
  - This includes, but isn't limited to, a zero-net increase in stormwater discharge (peak flow rates) from newly developed parcels in 2, 10, 25, and 100-year storms.

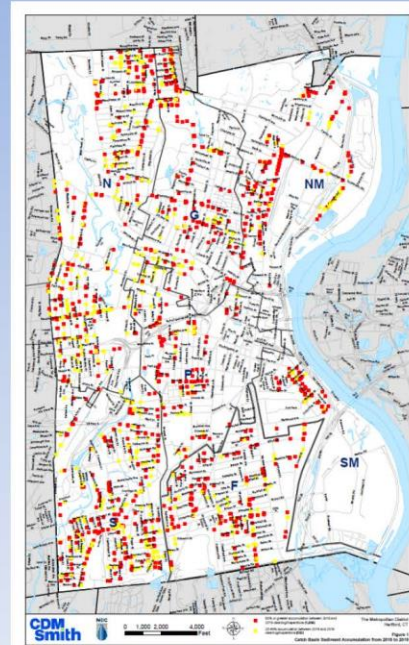
## Control Measures

1. Public Education and Outreach
2. Public Participation and Involvement
3. Illicit Discharge Detection and Elimination
4. Construction Site Runoff Control
5. Post Construction Stormwater Management in New Development and Redevelopment
6. Pollution Prevention/ Good Housekeeping for Municipal Operations
7. Monitoring Requirements

[illegible]

## Major Control Measure Contribution from MDC

BMP#	Description	Activity
3-2	Develop list and maps of all MS4 stormwater outfalls in urbanized and priority areas	MDC provided a list and map of all MDC Outfalls and known COH Outfalls on XX-XX-XX
3-3	Develop a program for citizen reporting of illicit discharges	MDC utilized existing notification system and process through MDC's Command Center
6-3	Implement coordination with interconnected MS4s	MDC provided a list and map of storm sewer and known and unknown ownership to the COH for review on XX-XX-XX
6-10	Develop / Implement catch basin cleaning program	Completed in 2016 prior to start of MS4. Prior to cleaning of catch basins, the Maintainer records depth of debris in Sump. Results of catch basins with % full is reported to the COH for adjustment to street cleaning program
7-1	Screen all outfalls that discharge to impaired waters: beginning screening	MDC has completed the required 43 outfalls in 2018/19/20. Analysis results were provided to COH for annual reports.



## Communication with Hartford and CT DEEP

### City of Hartford

- MDC has submitted all required data to the City prior to the City's required annual submittal of their MS4 plan to CT DEEP
- MDC has completed a DRAFT MOU on provided the MOU to the City on August 6, 2018
- MDC has provided the City in 2020 with a Draft Map of all stormwater pipes and determined ownership

### CT DEEP

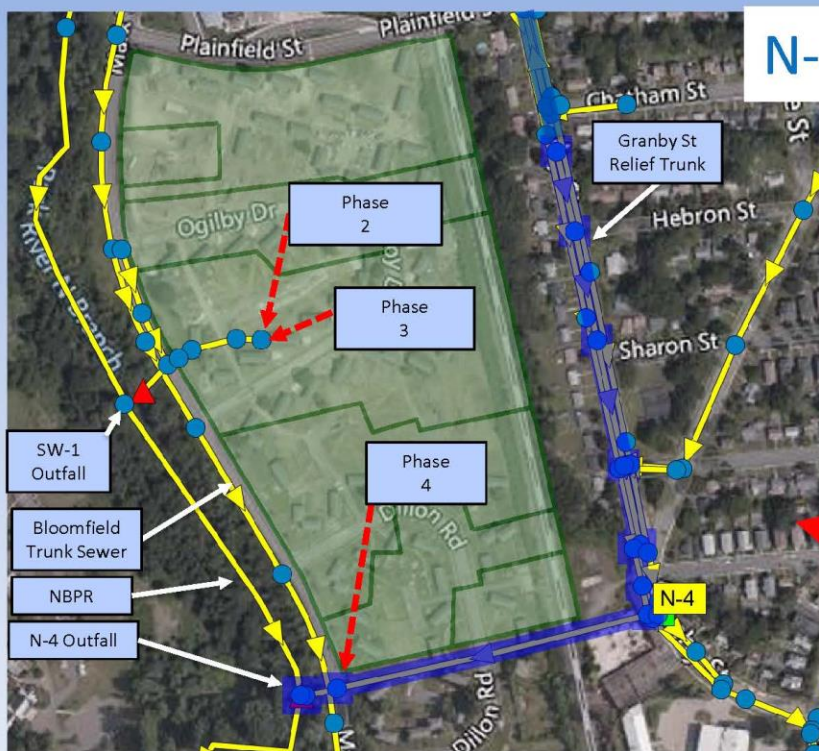
- MDC has provided letters in 2017/18/19 to CT DEEP requesting support to address the deficiencies identified in the City's MS4 Plan and DEEP's direction regarding intermunicipal coordination.





## Westbrook Village Development - Simulations

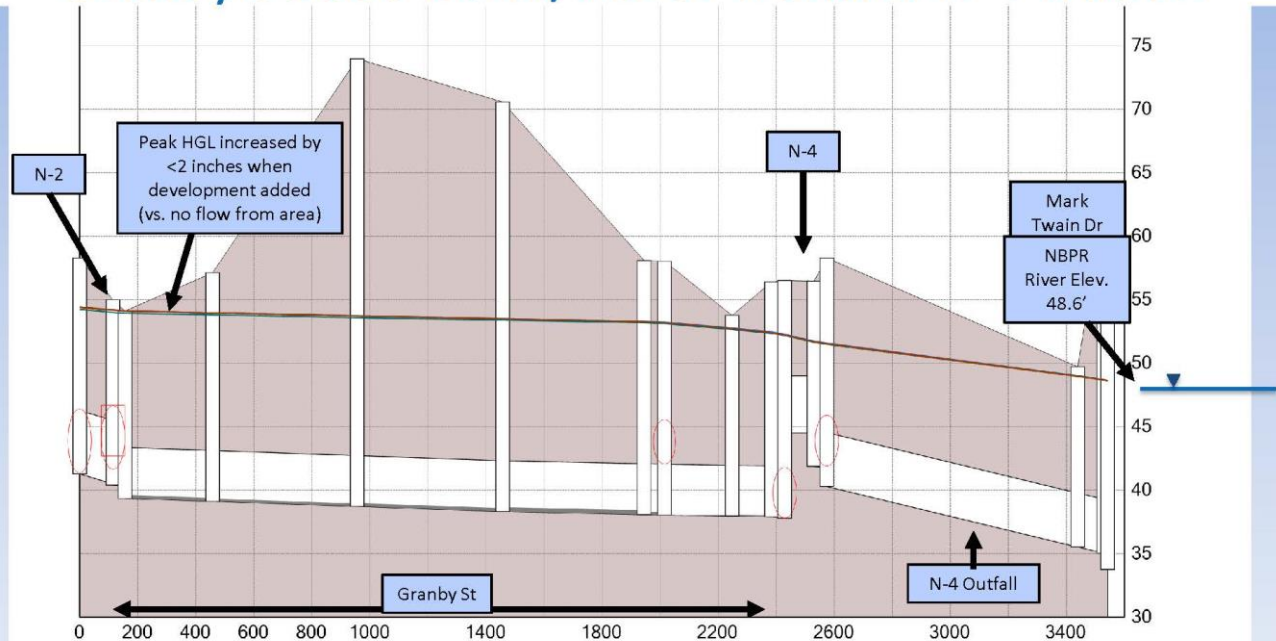
- The District received a request from the developer for Westbrook Village (Mark Twain Dr, Hartford) for new storm water infrastructure and connection to the District's Combined Sewer Overflow Outfall Pipe.
- The District evaluated the effect the connection and proposed development would have on the proposed development as well as current areas with known system surcharges and street flooding upstream of the development. We also evaluated the flow in the pipe related to the North Branch Park River elevations and identified that the River currently restricts the flow during a 10-yr event and will require future dredging.
- Simulated 10-yr CSO storm & river elevated to 10-yr flood (~Elev 49.0)



## N-4 Outfall Simulation

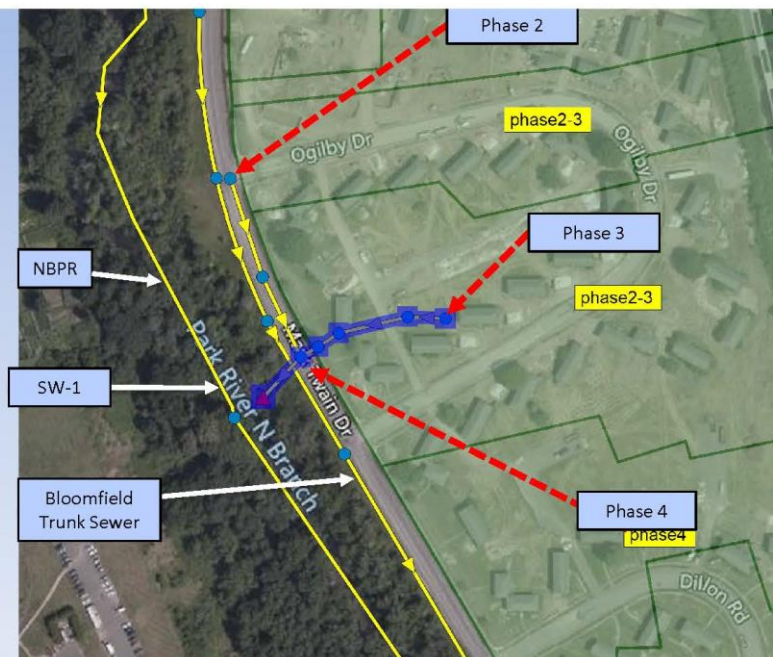


## Granby Street Trunk/Relief Trunk & N-4 Outfall



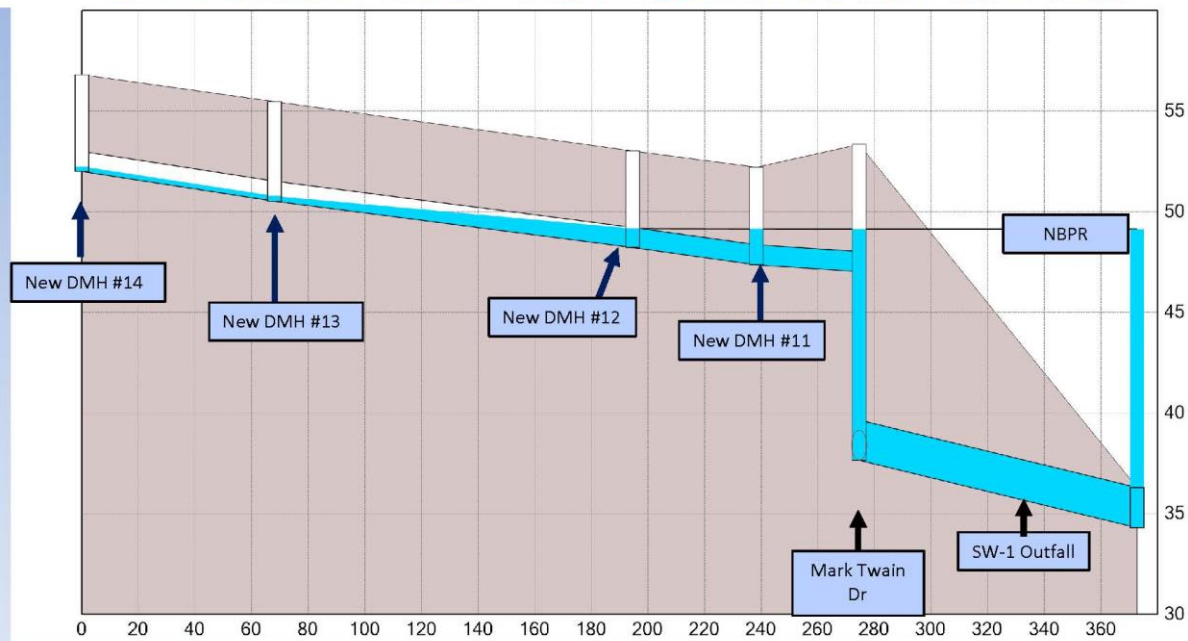
## Phase 2 & 3 Simulation (with and without Phase 4 to SW-1)

- Added the most downstream proposed storm drains in Phase 3 to model, highlighted in figure

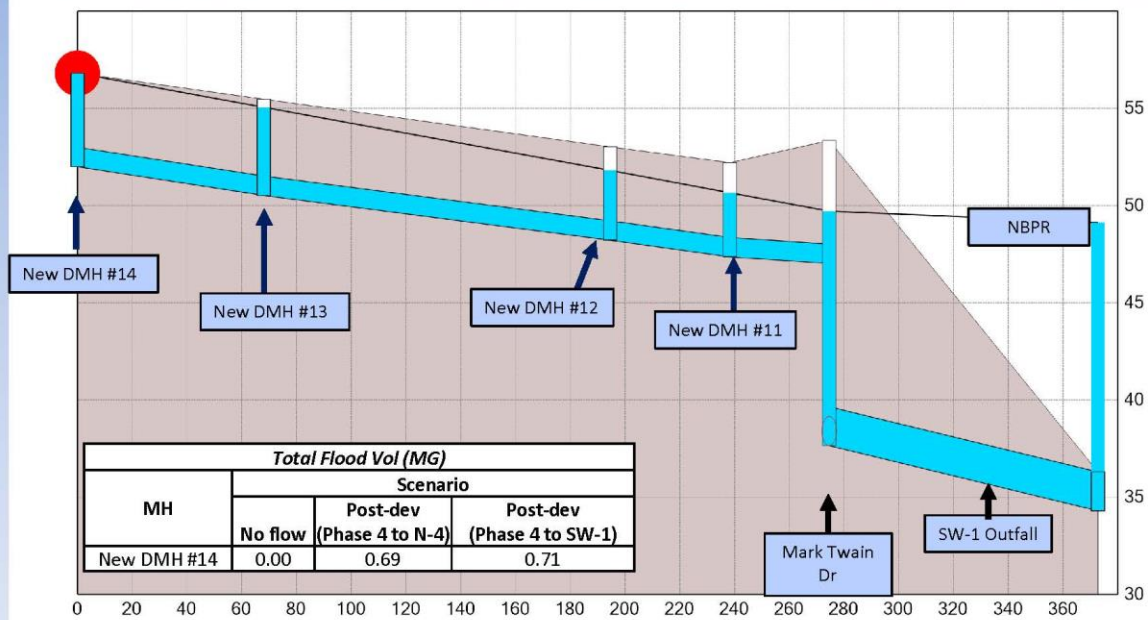




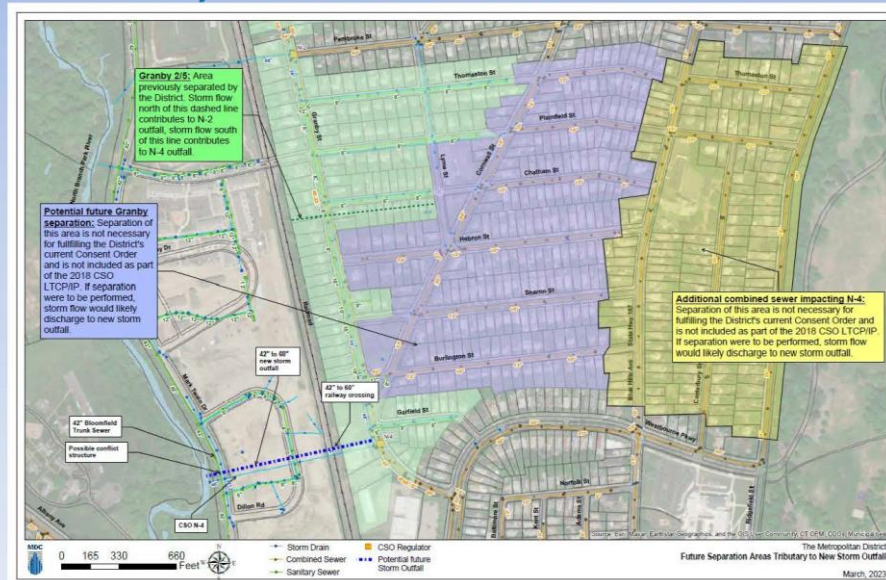
### SW-1 Outfall Profile – Peak HGL with no flow from area



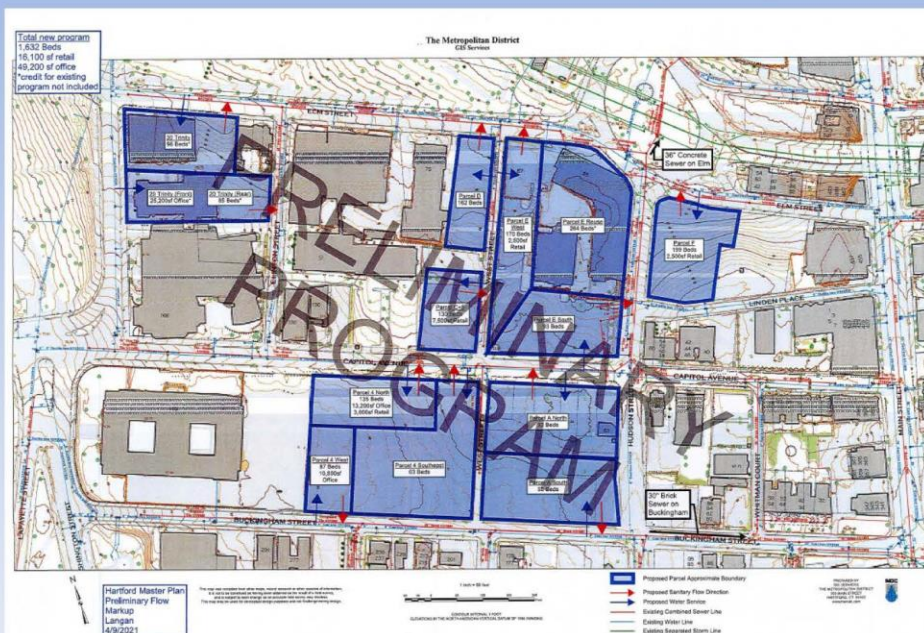
### SW-1 Outfall Profile – Peak HGL with flow added from Phase 2/3/4



## District Proposed Solution with the Developer, City of Hartford and CTDOT



## Bushnell South – Simulations (TBD)





# Flood Control Oversight

## Greater Hartford Flood Control Commission Rules and Regulations

- 1.A – For purposes of properly managing the flood plain district and flood control infrastructure in Hartford, and to comply with Article I, Section 28-Drainage channels and floodplains, and Article III, Division 21-FP Flood Plain District of the City of Hartford Zoning Regulations, or the most current ordinances adopted by the City of Hartford, all development activities the Flood Plain District shall require approval by the Greater Hartford Flood Commission (GHFC). Prior to the activity commencing the applicant shall apply for and shall in no way guarantee flooding cannot occur beyond the floodway or flood plain limits.
- 1.C – The Flood Plain District is delineated on the FEMA Flood Insurance Rate Maps (FIRM) on file in the Office of the Town Clerk of Hartford and with the Greater Hartford Flood Commission, and is subject to the jurisdiction of the GHFC's Rules and Regulations as described herein. The Flood Plain District on the North and South Branches of the Park River is defined by the greater of the "Required Flood Storage Area below Elevation 51.92 NGVD as noted in a Formal Agreement between the Army Corps of Engineers and the City of Hartford", and all other FEMA flood zone classifications designated on the FIRM Maps.
- Significant Flood Plain District activities include construction of new dwellings or commercial buildings.

## **OPPORTUNITY FOR GENERAL PUBLIC COMMENTS**

No one from the public appeared to be heard.

## **COMMISSIONER REQUESTS FOR FUTURE AGENDA ITEMS**

District Chairman DiBella let staff and the Bureau know that we will need to bring back the North Hartford flooding issue and DEEP consent order modification to BPW, Board of Finance, then the District Board, once we have a response from DEEP.

Commissioner Currey asked for clarification from Attorney Stone on the April 24, 2023 BPW minutes where S3c states "the District" and "a District" and whether those are both referring to Metropolitan District capital improvement projects.

## **ADJOURNMENT**

The meeting was adjourned at 5:27 PM

ATTEST:



John S. Mirtle  
District Clerk

July 12, 2023  
Date of Approval

**BUREAU OF PUBLIC WORKS  
SPECIAL MEETING**

555 Main Street, Hartford  
Wednesday, July 12, 2023

**Present:** Commissioners John Avedisian, Donald Currey, David Drake, John Gale, Allen Hoffman, Gary Johnson, Dominic Pane, Pasquale J. Salemi, David Steuber, Alvin Taylor and District Chairman William DiBella (11)

**Remote**

**Attendance:** Commissioners Andrew Adil, Joan Gentile and James Woulfe (3)

**Absent:** Commissioners John Bazzano, Richard Bush, James Healy, Byron Lester, Maureen Magnan, Bhupen Patel and Calixto Torres (7)

**Also**

**Present:** Commissioner Peter Gardow (Remote Attendance)  
Commissioner Jean Holloway  
Commissioner Jacqueline Mandyck  
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  
Jamie Harlow, Director of Human Resources (Remote Attendance)  
Susan Negrelli, Director of Engineering  
David Ruttly, Director of Operations  
Robert Schwarm, Director of Information Technology  
Michael Curley, Manager of Technical Services  
Jason Waterbury, Senior Project Manager  
Jeff King, Construction Manager  
Bill Pallis, Manager of Information Services  
Chris Taveras, Network Analyst  
Carrie Blardo, Assistant to the Chief Executive Officer  
Julie Price, Executive Assistant  
Dave Baker, IT Consultant (Remote Attendance)  
Joseph Szerejko, Independent Consumer Advocate (Remote Attendance)

**CALL TO ORDER**

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

**PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS**

Elizabeth Bryden of West Hartford read from her below written comments:

July 12, 2023    **Comments for the Bureau of Public Works Special Meeting related to agenda item # 5**  
**"Consideration and Potential Action re: Sewer House Connection Program"**

Good evening,

Thank you for allowing me the opportunity to share my feedback on agenda item #5, the proposed Sewer House Connection Program. My name is Elizabeth Bryden and I am an MDC customer and home owner from West Hartford.

On May 30, 2023 I shared my feedback on the proposed sewer ordinance revisions at the Public Hearing that was held and I attended Monday's finance committee meeting as well. Today I'd like to briefly share some additional thoughts.

I am glad to see the new program that is being proposed will offer some relief to homeowners should they need to make repairs to the sewer laterals on their own private property. However, as I commented previously, they do not currently address some of the other issues customers are facing especially as it relates to the issue of retroactivity and potential reimbursement for repairs that have already been made out of necessity.

To illustrate my point, I'd like to briefly share the issue I am currently dealing with with my home. In January, 2023, we had a sewage back-up into our home and called the MDC emergency line. They came out that night and explained the process to follow and also gave us the recommended contractors for repair. We arranged for an MDC-approved contractor to come out and assess the situation.

We learned through the contractor and the MDC staff who came on site during this process was that our sewer line did not go to the street as many do, but it actually went down the hill behind our house and off our property, onto our neighbor's property and into the woods behind their house before connecting to the main sewer line. A camera determined the line on our property was clear and the issue was some tree roots in the pipe in the woods behind my neighbor's house. As a result of the back-up, we were not able to remain in our home for over a week, our finished basement now requires significant repair and our lawn was destroyed in several big areas due to the trucks and the stones needed to fix the situation. Ultimately a pipe had to be replaced in the woods on my neighbor's property and it cost us \$12,283. Our house and lawn have yet to be repaired and it is now almost 6 months later.

It is important to note that due to the way the pipe was structured, we had absolutely no access as homeowners to this pipe for maintenance or repair, nor was there any agreement in place. The proposed program doesn't address situations like this one, where we were held responsible for pipes that are on someone else's property and to which we had no access or authority over.

In addition, the proposed Sewer House Connection Program currently does not address the issue of retroactivity and it should, as I'm sure there are others dealing with situations like mine. Related to this issue is the new fund announced by the Governor on June 26, 2023. As you know, the new Hartford Sewerage System Repair and Improvement Fund helps homeowners in North Hartford who have been impacted by sewage issues, which is great. As I understand it, this program allows homeowners who have been impacted by damage on or after January 1, 2021 to apply for reimbursement.

Given that this new fund for Hartford residents allows for retroactive reimbursement, I believe the new Sewer House Connection program should also allow for this to help other MDC customers who have been affected by costly sewer issues and repairs. I would like to again, respectfully request that language allowing retroactive reimbursement be added to the Sewer House Connection Program or, at a minimum, some language be added that allows for some retroactive reimbursement for unique situations, like my own.

*I appreciate the opportunity to share my thoughts today-thank you for your time.*

*Elizabeth Bryden*

*120 Sunny Reach Drive*

*West Hartford, CT*

Independent Consumer Advocate Joseph Szerejko stated that he also supports retroactivity pertaining to Agenda Item #5 "Sewer House Connection Program."

### **APPROVAL OF MEETING MINUTES**

***On motion made by District Chairman DiBella and duly seconded, the meeting minutes of May 31, 2023 were approved.***

***Commissioner Steuber entered the meeting at 4:16 PM***

### **MODIFICATION OF STATE OF CT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION CONSENT ORDER #COWRMU22002**

To: Bureau of Public Works for consideration on July 12, 2023

On November 7, 2006 the District entered into Consent Order No. WC5434 with CT DEEP to implement actions to abate overflow from both sanitary and combined sewers throughout the District. In December 2012, the District submitted a required Long-Term Combined Sewer Overflow Control Plan update to CT DEEP which was approved in April, 2015. In 2012, the EPA developed an integrated planning framework that offered the opportunity for the regulated community to develop an integrated plan to meet multiple Clean Water Act requirements while also considering other infrastructure improvements and affordability issues, such as improvements to the District's drinking water system and associated costs. In 2019 the Water Infrastructure and Improvement Act became federal law and amended the Clean Water Act to include the integrated planning framework. In December 2018, per the Consent Order, the District submitted another update to its Long-Term Control Plan to CT DEEP. The update plan, titled Integrated Plan and Long-Term Control Plan ("2018 LTCP/IP"), incorporates an integrated planning concept and identifies the next iteration of actions with associated timelines for meeting the requirements of the CSO Control Policy and water quality standards.

On September 19, 2022, the District and CT DEEP executed a new Consent Order to supersede the 2006 Consent Order No. WC5434. CT DEEP determined that the 2018 LTCP/IP constitutes a new program and approach to achieving the requirements of the CSO Control Policy and water quality standards, and as such the District is authorized to de-authorize certain outstanding projects and associated outstanding bonds authorized to complete those projects delineated in the 2005 LTCP and the 2012 LTCP. Upon doing so, the first phase of the Clean Water Project, established under the LTCP and the 2012 LTCP was



concluded as to the de-authorized projects. On June 7, 2023, the District submitted a plan proposing revision to the actions and project schedule required by the 2022 Consent Order (#COWRMU22002) for the Integrated Plan Implementation Phase I. This submittal proposes sewer mitigation projects within the public right-of-way and on private property, including private stormwater disconnections and house connections ("lateral") repair or replacement. These revisions are being proposed to mitigate combined sewer overflows and to protect public health and safety in the communities with combined sewers. CT DEEP proposed a Modification to Consent Order #COWRMU22002 to implement changes to the actions and project schedule of the consent order.

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 execute the Consent Order #COWRMU22002 Modification with the State of Connecticut Department of Energy & Environmental Protection.

Respectfully submitted,



Scott W. Jellison  
Chief Executive Officer



**Connecticut**  
Department of Energy &  
Environmental Protection

[portal.ct.gov/DEEP](http://portal.ct.gov/DEEP)

STATE OF CONNECTICUT

V.

THE METROPOLITAN DISTRICT

#### CONSENT ORDER MODIFICATION

A. With the agreement of The Metropolitan District, the Commissioner of Energy and Environmental Protection ("the Commissioner") finds:

1. The Metropolitan District ("Respondent") owns and operates a sanitary sewerage system, including a sewage treatment facility known as the Hartford Water Pollution Control Facility ("HWPCF"), and discharges treated sanitary sewage under the terms and conditions of NPDES Wastewater Discharge Permit No CT0100251.
2. The Respondent maintains a sewerage system, which includes sewers that convey both stormwater and sanitary sewage ("combined sewers"). During increased flow conditions associated with wet weather events, such combined sewers discharge untreated sewage to the waters of the state at certain locations ("combined sewer overflows"). In addition, during wet weather events that result in private property flooding, such sewers can cause sanitary sewage backups. Currently, the Respondent has thirty-eight active combined sewer overflow locations within their collection system that discharge combined sewage at various volumes and times depending on the storm location and severity.
3. The State of Connecticut has published the Combined Sewer Overflow Strategy, May 1990 as a guidance document for the development of combined sewer overflow control strategies.
4. The United States Environmental Protection Agency ("EPA") has published the Combined Sewer Overflow Control Policy, April 1994 ("CSO Control Policy") which requires compliance with the implementation of the "Nine Minimum Controls" and development of a "Long-Term Combined Sewer Overflow Control Plan".
5. On July 7, 1994, the Respondent entered into Consent Order No. WC 5143 to address combined sewer overflows into Folly Brook and



**Connecticut**  
**Department of Energy &**  
**Environmental Protection**

Wethersfield Cove.

6. On May 13, 1998, the Respondent entered into Consent Order No. WC 5248 to address combined sewer overflows into Folly Brook and Wethersfield Cove and the installation of a system-wide overflow alarm program.
7. On January 15, 2002, the Respondent, along with the City of Hartford, entered into Consent Order No. WC 5317 to address discharges of storm water and surface water from Tower Brook into the Respondent's sewer system.
8. On December 28, 1994, the Respondent submitted to the Commissioner the report entitled Nine Minimum Control Measures Status Report for the Metropolitan District Commission, Hartford, CT Docket No. 94-308-038.
9. On April 20, 1999, the Respondent submitted to the Commissioner the report entitled Combined Sewer Overflow (CSO) Abatement Long Term Facilities Plan, Phase II, Long-Term CSO Control Plan and Water Quality Monitoring Program (WQMP) dated May 1998 by Malcolm Pirnie, Inc.
10. On April 30, 1999, the Respondent submitted to the Commissioner the report entitled Combined Sewer Overflow Abatement Long-Term Facilities Plan, Phase II Solids and Floatables Abatement Plan prepared by Malcolm Pirnie, Inc.
11. On November 8, 1999, the Respondent submitted to the Commissioner the report entitled Combined Sewer Overflow Warning System, CSO Communications Plan prepared by Malcolm Pirnie, Inc.
12. On April 2, 2002, the Commissioner found that the Respondent's "Long-Term Combined Sewer Overflow Control Plan" did not adequately address water quality standards and did not fully address all of the Nine Minimum Controls.
13. On October 2, 2002, the Respondent entered into Consent Order WC 5365 requiring the Respondent to revise the "Long-Term Combined Sewer Overflow Control Plan" to comply with the EPA's 1994 and 2002 CSO Control Policy, which have been incorporated into the Federal Clean Water Acts of 1972, as amended.
14. On December 30, 2004, the Respondent submitted to the Commissioner a revised report entitled Long-Term CSO Control Plan (LTCP), prepared by Camp, Dresser & McKee, which further addressed meeting the requirements of the CSO Control Policy and water quality standards.
15. On November 7, 2006, the Respondent entered into Consent Order No.



**Connecticut**  
**Department of Energy &**  
**Environmental Protection**

WC 5434 to implement actions to abate overflows from both the sanitary and combined sewers throughout the District.

16. As required by Consent Order No. WC 5434, on December 28, 2012, the Respondent submitted to the Commissioner a report entitled Long-Term Combined Sewer Overflow Control Plan 2012 Update prepared by CDM Smith, and dated December 28, 2012, revised on August 28, 2014, and December 4, 2014 (2012 LTCP). This report is a LTCP Update which further addressed meeting the requirements of the CSO Control Policy and water quality standards.
17. In 2012, EPA developed an integrated planning framework that offered a voluntary opportunity for a municipality, such as the Respondent, to develop an integrated plan to meet multiple Clean Water Act (CWA) requirements. On January 14, 2019, the Water Infrastructure and Improvement Act (WIIA) (H.R. 7279) became law. WIIA added a new Section 402(s) to the CWA to amend the CWA to include the 2012 Integrated Municipal Stormwater and Wastewater Planning Approach Framework.
18. As required by Minor Consent Order Modification No. 2 dated May 2, 2017, to Consent Order No. WC 5434, on December 28, 2018, the Respondent submitted to the Commissioner a report entitled Integrated Plan and Long-Term Control Plan, prepared by CDM Smith and dated December 2018 (2018 IP/LTCP). This report was developed pursuant to the federal Water Infrastructure Improvement Act of 2018 to satisfy the requirements set forth in the Modified Consent Order and identified the next iteration of the actions with associated timelines for meeting the requirements of the CSO Control Policy and water quality standards.
19. The 2018 IP/LTCP constitutes a new program and approach to achieving the requirements of the CSO Control Policy and water quality standards, and as such the Respondent is hereby authorized to de-authorize any outstanding projects and any outstanding bonds authorized to complete the projects delineated in the LTCP and the 2012 LTCP. Upon doing so, the first phase of the Clean Water Project established under the LTCP and the 2012 LTCP, is concluded. The Integrated Plan Implementation Phase I Project List and Timeline, attached hereto as Appendix A, shall serve as the list of projects to be completed that are necessary for the Respondent to be deemed compliant with this Consent Order through 2029, as may be modified or amended pursuant to the procedure set forth below in paragraph B. 31.
20. DEEP requested a summary update to the 2018 IP/LTCP submitted pursuant to paragraph A.18., above. On May 14, 2020, the Respondent





submitted to the Commissioner a report entitled 2018 Integrated Long-Term CSO Control Plan Summary prepared by CDM Smith and dated May 2020.

21. As requested by DEEP, on February 1, 2021, the Respondent submitted to the Commissioner a report entitled Integrated Plan Implementation Phase I (2021 through 2028) and Future Phases prepared by CDM Smith and dated January 29, 2021 ("Integrated Plan Implementation Phase I"). This report outlines identifies CSO projects, their priority based on water quality, cost and affordability, and engineering factors, and associated sequencing of projects for the period from 2021 to 2029, inclusive. Such report informed the requirements of DEEP's Consent Order No. COWRMU22002 issued on September 11, 2022 ("2022 Consent Order"). The project "Park River & South Meadows, Current CIP Sewer Rehab (in Park River & South Meadows' [29,000 total feet of rehabilitation in Bloomfield and Hartford] required by such order was completed on June 30, 2022.
22. In response to requests from EPA and DEEP dated March 8, 2023 & March 10, 2023, on June 7, 2023, the Respondent submitted a plan proposing revisions to the actions and schedule, as identified in Appendix A and Appendix C, required by the 2022 Consent Order for the Integrated Plan Implementation Phase I. This submittal proposes sewer mitigation projects within the public right-of-way and on private property, including private stormwater disconnections and house connections ("lateral") repair or replacement. These revisions are being proposed to mitigate combined sewer overflows and to protect public health and safety in the communities with combined sewers. Respondent's June 7, 2023 submittal is hereafter referred to as "the "2023 Integrated Plan Implementation Phase I."
23. By virtue of A.1 and A.2, the Respondent is causing pollution of the waters of the state and is maintaining facilities or conditions that can reasonably be expected to create a source of pollution to the waters of the state.

B. The Commissioner, acting under §22a-6, §22a-424, §22a-425, §22a-427, §22a-428, §22a-430, and §22a-431 of the Connecticut General Statutes, orders the Respondent as follows:

1. The Respondent shall:
  - a. Implement the 2018 IP/LTCP, including the specific actions outlined in



**Connecticut**  
**Department of Energy &**  
**Environmental Protection**

the 2023 Integrated Plan Implementation Phase I, with the overarching goals of:

- i. Achieving a 1-year storm level of CSO control for CSO Regulators where and as identified in Tables 1 and 2 in Appendix B of this consent order.
- ii. Completing a Controls Strategy Plan for the Operation of the South Hartford Conveyance and Storage Tunnel (SHCST) by December 31, 2025. This Plan shall look at opportunities to maximize the use of the SHCST as constructed by SHCST Contracts 1, 2, 3 & 5 in controlling and reducing SSOs and CSOs, respectively;
- iii. On or before December 31, 2026, Respondent shall control structural SSOs CTS-2, CTS-3 and NTS in accordance with the Respondent's Consent Decree, and control South Branch Park River CSOs S-19, S-21, S-23, S-24, S-25, S-26, S-27, S-28, S-29, and S-30 to a 1- year storm;
- iv. Completing a Drainage Study/Sewer Separation Preliminary Design for the elimination of remaining Wethersfield Cove CSOs, including CSOs to Folly Brook, by December 31, 2027. This Study will identify all work required to achieve elimination of remaining Wethersfield Cove CSOs via sewer separation and/or drainage system improvements; and
- v. Eliminate CSO Discharges to the North Branch of the Park River, by completing conveyance improvements, sewer separations, and infiltration and inflow reduction projects, no later than December 31, 2043.

Steady progress towards completion shall be made equally in each of the action(s) identified in sections B.1.a.(i) to (v), inclusive within the required time period; however, a delay for just cause in any of such actions shall not be justification for delay in other required action.

- b. Continue to demonstrate a means, in accordance with the Respondent's Charter, to authorize funding necessary to implement the 2018 IP/LTCP and the 2023 Integrated Plan Implementation Phase I, as amended by this consent order, including but not limited to actions necessary to meet the goals identified in section B.1.a above. The means by which the Respondent funds required authorizations shall be demonstrated at least one year prior to the need for additional funding until the full authorization level to fully implement the 2018 IP/LTCP and the 2023 Integrated Plan





Implementation Phase I, as amended by this consent order, has been achieved.

2. The Respondent shall initiate engineering and related construction contracts to implement the 2023 Integrated Plan Implementation Phase I at a minimum average annual expenditure rate which is consistent with the Respondent's affordability analysis to implement such Plan and at a minimum spending rate of \$40M per year, inclusive of any contracts required to comply with the Respondent's USEPA and USDOJ Consent Decree and to remove nitrogen at the Respondent's wastewater treatment facilities.

Nothing in this consent order shall preclude the Commissioner from requiring an increase in the Respondent's \$40M minimum average annual expenditure rate, as necessary to implement future engineering and construction contracts to complete all actions necessary to abate CSOs within the service area, upon a finding of changes in affordability as indicated in future IP/LTCP updates. Furthermore, for future IP/LTCP phases, the Commissioner anticipates annual expenditure rates will increase with the specific rate to be identified in the IP/LTCP Update required by section B.12 of this consent order and as determined by an updated affordability analysis pursuant to EPA's "1997 Combined Sewer Overflows - Guidance for Financial Capacity Assessment and Schedule Development", as amended and/or superseded.

3. The Respondent shall retain one or more qualified consultants acceptable to the Commissioner until this consent order is fully complied with and the Commissioner acknowledges that CDM Smith Inc. as identified by the Respondent, may prepare documents and oversee the actions required by this consent order for the 2023 Integrated Plan Implementation Phase I. Within ten days after retaining any consultants(s) other than the one originally identified under this paragraph, the Respondent shall notify the Commissioner in writing of the identity of such other consultant(s). The consultant(s) retained shall be qualified professional engineers licensed to practice in Connecticut and shall be acceptable to the Commissioner. The Respondent shall submit to the Commissioner a description of the consultant's education, experience and training which is relevant to the work required by this consent order within ten days after a request for such a description. Nothing in this paragraph shall preclude the Commissioner from finding a previously acceptable consultant unacceptable.



**Connecticut**  
**Department of Energy &**  
**Environmental Protection**

4. On or before January 1, 2024 and until full compliance with this consent order has been achieved, the Respondent shall conduct public information and outreach as follows:
  - a. On or before January 31st after the issuance of this consent order and quarterly thereafter, conduct a meeting outside of typical business hours (8:00 am to 5:00 pm) for the general public that presents: 1) an update on projects completed and under construction, 2) a schedule for projects under construction or yet to start construction, 3) a status of use of minority and disadvantaged business enterprises, including efforts and success at recruiting labor and contractors from the area where projects are or will be occurring under this consent order, and 4) other items as requested by the Commissioner. Notice of each quarterly meeting, including the date, time, location, and agenda for the meeting, along with any supporting materials, shall be posted on Respondent's website at least 30 days prior to such meeting. The annual meeting required by paragraph B.4.c of this consent order shall constitute the second quarterly meeting of each year. Quarterly meetings may be suspended upon the Respondent's written request and written approval by the Commissioner.
  - b. On or before March 1st after the issuance of this consent order and annually thereafter, post on its website an annual update and proposed projects report, which tracks the status of each implementation plan action in the 2023 Integrated Plan Implementation Phase I, as amended by this consent order, and proposes projects to improve the sewerage system in the upcoming year that are not specified in this consent order for public review and comment. Such website update and report shall be in a format different than the required annual reports submitted to the Commissioner in accordance with paragraph B.19 of this consent order and shall:
    - i. Consist of a user-friendly presentation of information in non-technical, Layman's terms (with a general public audience in mind) regarding the status and progress of the 2023 Integrated Plan Implementation Phase I, as amended by this consent order;
    - ii. For the 2023 Integrated Plan Implementation Phase I, clearly identifies which specific actions/projects are to be implemented in each calendar year and the associated timeframe for completion; the neighborhood of each proposed



**Connecticut**  
**Department of Energy &**  
**Environmental Protection**

action/project as well as the short-term impacts and the long-term benefits to the community, and the funding sources for future implementation actions;

- iii. Include a summary of additional projects proposed to be completed in the upcoming year that improve the sewerage system and are not specified in Appendix A of this consent order;
- iv. Include a summary of actions taken to utilize minority and disadvantaged business enterprises, including efforts and success at recruiting labor and contractors from the area where projects are or will be occurring under this consent order;
- v. Include a summary of projects completed in the previous calendar year pursuant to the 2022 Consent Order and this consent order, identification of compliance with completion deadlines, or if a deadline is missed, identification of the cause(s), and an alternate proposed deadline. This posting does not relieve the Respondent of the requirement of notification to the Commissioner as outlined in paragraph B.32. of this consent order;
- vi. Include updates and estimates for incremental achievements in CSO reductions of each project;
- vii. Include a contact number, prominently displayed on its website, for community members to contact the Respondent regarding questions and/or concerns regarding the work associated with the 2023 Integrated Plan Implementation Phase I;
- viii. Include an advertisement, consisting of a posting notice of such update and proposed projects report prominently on Respondent's webpage and social media and appearance of a notice in newspapers of general circulation in Respondent's service area, identifying means of commenting on such report, which notice period shall close no sooner than 15 days after the annual meeting specified in paragraph B.4.b. of this consent order. At the same time as the notice to the newspaper, the consumer advocate identified in paragraph B.4.c. of this consent order shall also be notified.





- c. On or before April 1st after the issuance of this consent order and annually thereafter, conduct an annual meeting outside of typical business hours (8:00 am to 5:00 pm) for the general public which presents a comprehensive update/ proposed projects report of the previous 4 quarterly updates, as required by paragraph B.4.a. of this consent order and includes a question/answer component. The quarterly update/ report required by paragraph B.4.a. of this consent order and notice of the date and time of the annual meeting required by this paragraph shall be posted on Respondent's website, social media, and appear in newspapers of general circulation in Respondent's service area at least 30 days prior to such annual meeting.
  - d. Include Respondent's consumer advocate in the review of each quarterly update and proposed projects report required by paragraph B.4.a. of this consent order and his/her attendance at each annual meeting required by paragraph B.4.b. of this consent order.
  - e. Within 30 days of the close of the public comment period specified in paragraph B.4.b. of this consent order, Respondent shall post all public comments and a response document, responding to comments, prominently on its webpage and send such comment response document to the Department.
5. On or before December 31, 2030, the Respondent shall have completed construction of all actions identified in 2023 Integrated Plan Implementation Phase I, as described in Appendix A, Table 1 of this consent order, and as may be modified by a Long-Term Control Plan Update as described in paragraph B.15.
6. On or before January 1st after the issuance of this consent order and annually thereafter, the Respondent shall submit a list of specific construction contracts for the next two consecutive calendar years for the Commissioner's review. The "Two Year Bid Schedule" shall list: the specific CSO related improvement, estimated costs, reasons for scheduling as proposed, specified construction contract bid dates, proposed construction completion dated. The "Two Year Bid Schedule" shall be based upon the 2023 Integrated Plan Implementation Phase I, as described in Appendix A, Table 1 of this consent order, and as may be amended by the Long-Term Control Plan Update as described in paragraph B.12.



**Connecticut**  
**Department of Energy &**  
**Environmental Protection**

7. No less than 90-days prior to the respective bid dates, as specified in the "Two Year Bid Schedule" submitted pursuant to Paragraph B.6. above, for all CSO related construction contracts that comprise the 2023 Integrated Plan Implementation Phase I, the Respondent shall submit final design documents to the Commissioner for final review and written approval. At a minimum, the final design documents shall contain:
  - a. Plans, technical specifications and contract documents which describe the proposed contracts, noting any significant changes from the 30 percent design submitted.
  - b. Demonstration of formal submittal of application(s) as required for all state and local permit approvals and related documents for respective project.
8. Within one year following every contract's substantial completion date, the Respondent shall submit final record drawings in an electronic format of completed works to the Commissioner to document formal compliance with this consent order.
9. As part of the LTCP/IP update process Respondent shall retain a qualified third-party consultant acceptable to the Commissioner, to determine the efficacy and cost effectiveness of the revised approach for sewer mitigation and public health and safety protection identified in the 2023 Integrated Plan Implementation Phase I compared to more traditional sewer mitigation projects.
  - a. On or before April 1, 2024 and each year thereafter, Respondent shall submit a report for the Commissioner's review summarizing the results of each of the projects identified in the 2023 Integrated Plan Implementation Phase I. Such report shall include: 1) an estimation of the expected reduction in volume in the Respondent's conveyance system and estimated reduction in CSOs, 2) an evaluation the efficacy and cost effectiveness of the revised approach for sewer mitigation and public health and safety protection certification protection identified in the 2023 Integrated Plan Implementation Phase I compared to more traditional sewer mitigation projects, and 3) certification that each action has been conducted in a cost effective manner and in compliance with the requirements of the Regulations of CT State Agencies section 22a-482 related to performance of an alternatives analysis and value engineering for projects over \$10,000,000, selection of engineering consultants based on qualifications based selection, conducting competitive bidding of contracts, and meeting contracting goals for minority & women based enterprises;
  - b. Respondent shall measure and maintain data on the following metrics which shall be provided to the consultant(s) approved pursuant to paragraph B.9.a. and





**Connecticut**  
 Department of Energy &  
 Environmental Protection

provide the basis for the evaluation required by paragraphs B.10.a. and B.10.c

- LF of new storm drains or sanitary sewers installed as part of sewer separation projects;
  - LF of CIPP rehabilitation of existing combined sewers, sanitary sewers or storm sewers;
  - LF of CIPP rehabilitation of private property laterals;
  - Number of properties with new storm laterals or sanitary sewer laterals installed as part of sewer separation projects;
  - Number of properties with completed renewal of existing sanitary sewer laterals;
  - Number of properties with complete surcharge protection completed via the District's Backwater Valve/Private Property Inflow Disconnection Program;
  - Number of properties with completed private property separation including foundation drains, roof leaders, etc.;
  - Reduction in CSO volume in a 1-year storm, a typical year, as well as the elimination storm as measured at CSO's N-2 and N-4, as compared to baseline values established in the 2018 LTCP/IP; and
  - Reduction in CSO volume in a 1-year storm and a typical year at all Gully Brook and North Meadows Drainage District CSOs, as compared to baseline values established in the 2018 LTCP/IP.
- c. On December 31, 2028, Respondent's consultant required by paragraph B.9. of this consent order shall submit a report to the Commissioner with its determination on the efficacy and cost effectiveness of the revised approach for sewer mitigation and public health and safety protection identified in the 2023 Integrated Plan Implementation Phase I compared to more traditional sewer mitigation projects. Such report shall consider both sewer mitigation and public health and safety protection.
10. Long-Term Control Plan Update. By December 31, 2028, the Respondent shall submit, for the Commissioner's review and approval, an IP/LTCP Update to demonstrate the Respondent's progress to date along with a proposed plan for the next phase of Integrated Plan Implementation for meeting 1-year storm level of CSO control as defined in Appendix B, Table 2 of this consent order until such CSO control has been achieved. The Respondent shall make appropriate revision to such IP/LTCP Update to address comments made by the Commissioner. Each IP/LTCP Plan Update shall at a minimum comply with the following:
- a. The IP/LTCP Update shall be a stand-alone document that builds upon



**Connecticut**  
**Department of Energy &  
Environmental Protection**

- its predecessor.
- b. Consistent with the requirements of paragraph B.4. of this consent order, the IP/LTCP Update shall include a public information process and provide an opportunity for receiving and responding to public comment.
  - c. The IP/LTCP Update shall demonstrate, to the Commissioner's satisfaction, the Respondent's plans for achieving a 1- year, level of CSO control as defined in Appendix B, Table 2 and implement the projects as defined in Appendix C, Table 1, by the earliest feasible date, but no later than December 2059.
  - d. The IP/LTCP Update shall include a new five-year CSO abatement construction schedule which shall be incorporated as an amendment to this consent order or into a subsequent consent order upon adoption by DEEP.
11. Any proposed modification of the activities specified in this consent order and the schedule of completion shall be submitted for review and approval, by the Commissioner as an amendment to this consent order and shall be accompanied by final conceptual design documents and affordability analyses to be supplied by the Respondent.
12. Progress Reports. On or before the last day of January of each year after the date of issuance of this consent order and continuing until all actions required by this consent order have been completed as approved and to the Commissioner's satisfaction, Respondent shall submit a progress report to the Commissioner describing the actions which Respondent has taken to date to comply with this consent order.
13. Full compliance. Respondent shall not be considered in full compliance with this consent order until all actions required by this consent order have been completed as approved and to the Commissioner's satisfaction.
14. Approvals. Respondent shall use best efforts to submit to the Commissioner all documents required by this consent order in a complete and approvable form. If the Commissioner notifies Respondent that any document or other action is deficient, and does not approve it with conditions or modifications, it is deemed disapproved, and Respondent shall correct the deficiencies and resubmit it within the time specified by the Commissioner or, if no time is specified by the Commissioner, within 60 days of the Commissioner's notice of deficiencies. In approving any document or other action under this



**Connecticut**  
**Department of Energy &**  
**Environmental Protection**

consent order, the Commissioner may approve the document or other action as submitted or performed or with such conditions or modifications as the Commissioner deems necessary to carry out the purposes of this consent order. Nothing in this paragraph shall excuse noncompliance or delay.

15. Definitions. As used in this consent order, "Commissioner" means the Commissioner or a representative of the Commissioner.
16. Dates. The date of "issuance" of this consent order is the date the consent order is deposited in the U.S. mail or personally delivered, whichever is earlier. The date of submission to the Commissioner of any document required by this consent order shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this consent order, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is deposited in the U.S. mail or is personally delivered, whichever is earlier. Except as otherwise specified in this consent order, the word "day" as used in this consent order means calendar day. Any document or action which is required by this consent order to be submitted or performed by a date which falls on a Saturday, Sunday or a Connecticut or federal holiday shall be submitted or performed by the next day which is not a Saturday, Sunday or Connecticut or federal holiday.
17. Certification of documents. Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under this consent order shall be signed by Respondent or, if Respondent is not an individual, by Respondent's chief executive officer or a duly authorized representative of such officer, as those terms are defined in §22a-430-3(b)(2) of the Regulations of Connecticut State Agencies, and by the individual(s) responsible for actually preparing such document, and each such individual shall certify in writing as follows:

"I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, that the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that any false statement made in the submitted information may be punishable as a criminal offense under §53a-157b of the Connecticut General Statutes and any other applicable law."





18. False statements. Any false statement in any information submitted pursuant to this consent order may be punishable as a criminal offense under §53a-157b of the Connecticut General Statutes and any other applicable law.
19. Notice of transfer; liability of Respondent. Until Respondent has fully complied with this consent order, Respondent shall notify the Commissioner in writing no later than 15 days after transferring all or any portion of the facility, the operations, the site or the business which is the subject of this consent order or after obtaining a new mailing or location address. Respondent's obligations under this consent order shall not be affected by the passage of title to any property to any other person or municipality.
20. Commissioner's powers. Nothing in this consent order shall affect the Commissioner's authority to institute any proceeding or take any other action to prevent or abate violations of law, prevent or abate pollution, recover costs and natural resource damages, and to impose penalties for past, present, or future violations of law. If at any time the Commissioner determines that the actions taken by Respondent pursuant to this consent order have not successfully corrected all violations, fully characterized the extent or degree of any pollution, or successfully abated or prevented pollution, the Commissioner may institute any proceeding to require Respondent to undertake further investigation or further action to prevent or abate violations or pollution.
21. Respondent's obligations under law. Nothing in this consent order shall relieve Respondent of other obligations under applicable federal, state and local law.
22. No assurance by Commissioner. No provision of this consent order and no action or inaction by the Commissioner shall be construed to constitute an assurance by the Commissioner that the actions taken by Respondent pursuant to this consent order will result in compliance or prevent or abate pollution.
23. Access to site. Any representative of the Department of Energy and Environmental Protection may enter the facility without prior notice for the purposes of monitoring and enforcing the actions required or allowed by this consent order.





**Connecticut**  
**Department of Energy &**  
**Environmental Protection**

24. No effect on rights of other persons. This consent order neither creates nor affects any rights of persons or municipalities that are not parties to this consent order.
25. Notice to Commissioner of changes. Within 15 days of the date Respondent becomes aware of a change in any information submitted to the Commissioner under this consent order, or that any such information was inaccurate or misleading or that any relevant information was omitted, Respondent shall submit the correct or omitted information to the Commissioner.
26. Notification of noncompliance. In the event that Respondent becomes aware that it did not or may not comply, or did not or may not comply on time, with any requirement of this consent order or of any document required hereunder, Respondent shall immediately notify by email the individual identified in Paragraph B.34 paragraph and shall take all reasonable steps to ensure that any noncompliance or delay is avoided or, if unavoidable, is minimized to the greatest extent possible. Within five (5) days of the initial notice, Respondent shall submit in writing the date, time, and duration of the noncompliance and the reasons for the noncompliance or delay and propose, for the review and written approval of the Commissioner, dates by which compliance will be achieved, and Respondent shall comply with any dates which may be approved in writing by the Commissioner. Notification by Respondent shall not excuse noncompliance or delay, and the Commissioner's approval of any compliance dates proposed shall not excuse noncompliance or delay unless specifically so stated by the Commissioner in writing.
27. Noncompliance. Failure to comply with this order may subject the Respondent to an injunction and penalties under Chapters 439, and 445 or 446k of the Connecticut General Statutes.
28. Submission of documents. Any document required to be submitted to the Commissioner under this consent order shall, unless otherwise specified in this consent order or in writing by the Commissioner, be directed to:



**Connecticut**  
Department of Energy &  
Environmental Protection

Ann Straut, Environmental Engineer 3  
Department of Energy and Environmental Protection  
Bureau of Water Protection and Land Reuse  
Water Planning and Management Division  
79 Elm Street, Hartford, Connecticut 06106-5127  
[Ann.straut@ct.gov](mailto:Ann.straut@ct.gov)

The Metropolitan District consents to the issuance of this consent order without further notice. The undersigned certifies that he/she is fully authorized to enter into this consent order and to legally bind The Metropolitan District to the terms and conditions of the consent order.

The Metropolitan District

BY:

\_\_\_\_\_  
Scott W. Jellison  
Chief Executive Officer

\_\_\_\_\_  
Date

Issued as a final order of the Commissioner of Energy and Environmental Protection that shall supersede Consent Order COWRMU22002 executed on September 19, 2022.

\_\_\_\_\_  
Katie S. Dykes  
Commissioner

\_\_\_\_\_  
Date



**Connecticut**  
Department of Energy &  
Environmental Protection

## **APPENDIX A**

**TABLE 1: 2023 *Integrated Plan Implementation Phase I, Project List and Timeline***

<b><u>Area</u></b>	<b><u>CWP/IP Project</u></b>	<b><u>Description</u></b>	<b><u>Original CO Completion Date</u></b>	<b><u>Revised CO Completion Date</u></b>
North Branch Park River	I-4 (N-30) Improvements	Rehabilitation of N-30 Sewer	2023	2024
North Branch Park River/Gully/ North Meadows	Expedited Sewer Separation Contracts (ROW)	Installation of up to 8,000 LF of new storm drains and associated storm laterals as required to facilitate separation of 160 properties in North Hartford	N/A	2024
North Branch Park River	Current CIP Sewer Rehab (in Bloomfield & NBPR)	15,000 LF of rehabilitation in Bloomfield & Hartford	2022	2024
North Branch Park River	NBPR Drainage Study	Drainage study of the NBPR	2023	2024
Gully Brook	Current CIP Sewer Rehab (in Gully Brook Area)	15,000 total feet of rehabilitation in Gully Brook Area of Hartford	2022	2024
North Meadows	Tower Avenue Area Sewer Rehabilitation	Rehabilitation of 10,000 LF of sewers & 200 laterals in Gully Brook Area Upstream of NM-2/3/4	2028	2024
North Branch Park River/Gully/ North Meadows	Expedited Sewer Separation Contracts (Private)	Completion of private property separation work of up to 160 properties in North Hartford	N/A	2025
Park River & South Meadows	18-in to 21-in brick rehab	52,000 LF of rehabilitation targeting 18-in to 21-in brick sewers in Hartford	2025	2025
Park River & South Meadows	West Hartford SSES Implementation Contract 2012-59	56,000 LF of SSES recommendations in West Hartford	2025	2025
North Branch Park River	Sewer & Lateral Rehabilitation	Rehabilitation of 48,360 LF of sewers & 1,510 laterals in NBPR Area Upstream of N-2 & N-4	N/A	2026
Gully Brook	Sewer & Lateral Rehabilitation	Rehabilitation of 30,120 LF of sewers & 1,040 laterals in Gully Brook Area Upstream of G-12	N/A	2026
North Branch Park River/Gully/	Backwater Valve/Private Property Inflow Disconnection	Plumbing improvements of up to 1,500 properties in	N/A	2026



**Connecticut**  
Department of Energy &  
Environmental Protection

North Meadows		North Hartford in advance of future separation projects.		
North Meadows	Sewer & Lateral Rehabilitation	Rehabilitation of 8,530 LF of sewers & 500 laterals in NBPR Area Upstream of NM-5/6/7	N/A	2026
South Branch Park River	South Hartford Conveyance & Storage Tunnel (SHCST) Contracts 2, 3, & 5	Completion of SHCST Contracts 2, 3, & 5 to control SBPR CSOs S-19 through S-30 to 1-year storm and control structural SSOs CTS 2, CTS 3 & NTS Hillcrest in accordance with the Consent Decree	2026	2026
North Branch Park River	Granby 8 Sewer Separation (design & construction)	Sewer Separation including sewer rehabilitation	2029 (design only)	2028 (now includes construction)
North Branch Park River	Granby 9 Sewer Separation (design & construction)	Sewer Separation including sewer rehabilitation	2029 (design only)	2028 (now includes construction)
North Branch Park River	Granby 7 Sewer Separation	Sewer Separation including sewer rehabilitation	2028	2028
North Branch Park River	Bloomfield Styrene Rehabilitation	Rehabilitation of 14,000 feet of sewers in Bloomfield	2029	2029

Projects in green are new projects to Phase 1 or expedited projects.

Projects in yellow are delayed projects that will still be completed in Phase 1.



**APPENDIX B****Table 1: Regulator Level of Control Summary**

CSO Regulator	Level of Control	CSO Regulator	Level of Control	CSO Regulator	Level of Control	CSO Regulator	Level of Control
F-26	Elimination	N-2	Elimination	NM-14	1-year storm	P-29	1-year storm
F-27	Elimination	N-4	Elimination	P-1	1-year storm	S-3	1-year storm
F-28	Elimination	N-9	Elimination	P-2	1-year storm	S-8	1-year storm
F-29	Elimination	N-10	Elimination	P-3	1-year storm	S-10	1-year storm
F-30	Elimination	N-12	1-year storm	P-4	1-year storm	S-12	1-year storm
F-32	Elimination	N-14	1-year storm	P-5	1-year storm	S-13	1-year storm
F-33	Elimination	N-22	1-year storm	P-9	1-year storm	S-14	1-year storm
G-2	1-year storm	N-23	1-year storm	P-10	1-year storm	S-15	1-year storm
G-8	1-year storm	N-24	1-year storm	P-11A	1-year storm	S-16	1-year storm
G-9	1-year storm	N-25	1-year storm	P-12	1-year storm	S-19	1-year storm
G-10	1-year storm	N-28A	1-year storm	P-13	1-year storm	S-21	1-year storm
G-11	1-year storm	N-28B	1-year storm	P-14	1-year storm	S-23	1-year storm
G-12	1-year storm	N-29	1-year storm	P-15	1-year storm	S-24	1-year storm
G-13E	1-year storm	N-30	1-year storm	P-15A	1-year storm	S-25	1-year storm
G-13W	1-year storm	NM-2	1-year storm	P-16	1-year storm	S-26	1-year storm
G-15	1-year storm	NM-3	1-year storm	P-16A	1-year storm	S-27	1-year storm
G-17A	1-year storm	NM-4	1-year storm	P-18	1-year storm	S-28	1-year storm
G-17B	1-year storm	NM-5	1-year storm	P-19	1-year storm	S-29	1-year storm
G-19	1-year storm	NM-6	1-year storm	P-23	1-year storm	S-30	1-year storm
G-21	1-year storm	NM-7	1-year storm	P-24	1-year storm	SM-2	1-year storm
G-23	1-year storm	NM-10	1-year storm	P-26	1-year storm		

**Table 2: 1-year storm Level of Control<sup>1</sup> for precipitation events, based on duration and quantity**

Duration	Depth (inches)
15-minute	0.56
30-minute	0.75
1-hour	0.94
2-hour	1.22
3-hour	1.40
6-hour	1.75
12-hour	2.12
1-day	2.47
2-day	2.80
3-day	3.04
4-day	3.26
7-day	3.84
10-day	4.43

<sup>1</sup> Respondent shall prevent CSOs from occurring from precipitation events less than or equal to the depths identified in Table 2.

**APPENDIX C****TABLE 1: Projects deferred from the *Integrated Plan Implementation Phase I***

<b><u>Area</u></b>	<b><u>CWP/IP Project</u></b>	<b><u>Description</u></b>	<b><u>Original CO Completion Date</u></b>	<b><u>Revised CO Completion Date</u></b>
Park River & South Meadows	SM-2 Improvements	Replacement/rehabilitation of existing collection system gates and SM-2	2024	2030 - 2040
South Branch Park River	Cemetery Brook Area Large Diameter Rehab	7,000 LF of rehabilitation targeting the Cemetery Brook Sewer Area	2025	2030 - 2040
Park River & South Meadows	Farmington and Homestead Ave Large Diameter Rehab	7,000 LF of rehabilitation targeting the Farmington/Homestead Avenue Area	2026	2030 - 2040
North Branch Park River	New North Branch Interceptor Improvements	NNBI Replacement Pipe & N-22 Regulator Improvements (eliminating N-9 & N-10)	2027	2030 - 2040
South Branch Park River	Kane Brook (S-8 & S-13)	Sanitary sewer improvements to S-8 and S-13	2027	2030 - 2040
North Branch Park River	Homestead Avenue Interceptor Improvements (Design Only)	Replacement of 4,600 LF HAI (achieving 2-year level of control at N-4)	2029	2030 - 2040
Gully Brook	Gully Brook Area Large Diameter Rehab (Part 1)	13,500 LF of rehabilitation targeting the Gully Brook Interceptor	2029	2030 - 2040
Gully Brook	Gully Brook Area Large Diameter Rehab (Part 2)	13,500 LF of rehabilitation targeting the Gully Brook Interceptor	2029	2030 - 2040
Farmington and Park Street	N-12 Sewer Separation and CMOM	Sewer Separation including sewer rehabilitation	2029	2030 - 2040
Franklin Avenue	South Hartford Conveyance & Storage Tunnel (SHCST) Contract 4	Completion of SHCST Contract 4 to eliminate Franklin Ave CSOs to the Wethersfield Cove; F-26, F-27, F-28, F-29, F-30, F-32, and F-33	2029	2030 - 2040

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

***Commissioner Woulfe exited the meeting at 5:07 PM***

### **SEWER HOUSE CONNECTION PROGRAM**

To: Bureau of Public Works

July 12, 2023

In 2019, the District Board established a Sewer Lateral Installation Program to assist property owners with the cost to renew or install a sewer house connection to their property by paying the District the costs over time. At the April 24, 2023 Bureau of Public Works meeting, the Bureau referred proposed ordinance revisions to the Committee on MDC Government related to changing District policy on the repair of sewer house connections on private property. The proposed ordinance revisions do not eliminate the property owner's ownership of, and maintenance responsibility for, the full length of the sewer house connection. But, if implemented the revised ordinances would permit the District to perform sewer maintenance or repair work on the private property portion of the sewer house connection. The Committee on MDC Government held a public hearing on the ordinance revisions on May 30, 2023. In addition to the forthcoming change to District policy and ordinances regarding repair of sewer house connections on private property, Staff recommends the Sewer Lateral Installation Program be discontinued and a new Sewer House Connection Program (the "Program") be established as described herein. The Program will support new sewer house connections and address failing private property sewer house connections by allowing for the installation of new or renewed (i.e., replaced or rehabilitated) sewer house connections on private property to be funded by the District.

The benefit of renewing sanitary sewer house connections is a reduction in infiltration from private property (contributing to the goals of the Clean Water Program), more effective Customer Service/Operations involvement in renewing house connections extending onto private property, and reduction of potential private property backups caused by deteriorated house connections, root intrusion, etc.

The Program includes five different scenarios, shown in the table below, based on a property owner's needs. Per MDC Sewer Ordinances § S1b, a sewer "house connection" is a pipe connecting a property to the main sewer. A "lateral" is a capped pipe laid towards a property during the original construction of a main sewer for the purpose of a future house connection for the property.

### **GENERAL CONDITIONS**

Prior to acceptance into the Program, contracts and/or price quotes between the property owners and their contractor(s) must be submitted to Utility Services for review to verify the reasonableness of the scope of work and cost proposal. The District reserves the right to deny any price proposal. Any increase in the price due to unforeseen circumstances must be approved by the District prior to funding. The owner shall be bound to the terms of the written contract with contractor. If the contractor requires a deposit, the property owner will be responsible to pay the contractor. Monthly payments will be a separate line item on the water bill. There will be no pre-payment penalties.

### **PROPERTIES NOT CURRENTLY CONNECTED TO MDC SEWER (Scenarios 1, 2 & 3)**

For new house connection installations, the property owner will have the ability to hire a private contractor to install sewer house connections on private property and fund the entire new sewer connection cost (assessment plus construction costs), with reimbursement to the District by the property owner over time. Upon satisfactory completion of the work, the District will pay the property owner's contractor for the cost of the work, up to \$10,000, and the property owner will sign a voluntary lien and repay the District over time, including interest at the same rate as sewer assessments (6%). The Program would offer property owners the ability to roll the installation costs of a new house connection into the property's assessment and for property owners to pay for the installation of house connections as part of their monthly water bill. The Program would be limited to 6-inch house connections for residential properties. Exceptions to the service size or type would be subject to approval by the Chief Executive Officer or his/her designee. Sewer house connections will only be funded if the house connection is built in accordance with District standards, permitted and inspected by the District.

For new house connection installations, the Program shall be funded from a Sewer House Connection Revolving Fund. In 2019 as part of the Sewer Lateral Installation Program, the District Board established the Sewer Lateral Revolving Fund with funds from the Assessable Sewer Fund. The Sewer Lateral Revolving Fund currently has a balance of \$1.17 million and will be renamed the Sewer House Connection Revolving Fund. Coupled with the revenue from the principal and interest payments, the Sewer House Connection Revolving Fund is expected to be self-sustaining.

### **PROPERTIES CURRENTLY CONNECTED TO MDC SEWER (Scenarios 4 & 5)**

For maintenance/inspection and renewal of existing house connections, the Program will be funded from the Clean Water Program Rate Stabilization Fund and/or applicable grant funding.

#### **Maintenance and/or Inspection of Existing House Connections**



For property owners with existing sanitary house connections, the property owners are responsible for maintenance of the entire length of house connection per MDC Sewer Ordinance § S3s, "Maintenance of Sewer Connections". As part of the Program, the District will offer emergency and non-emergency maintenance and inspection services and provide funding for scheduled renewal of the house connection upon request of the Property Owner.

For maintenance and inspection services, the District will offer the property owner a qualified registered contractor to perform sewer rodding and/or CCTV inspection services at no cost to the property owner. Alternatively, the property owner may hire their own contractor to perform the services and the District will reimburse the property owner up to \$200 for a sewer rodding and/or \$300 per CCTV inspection. Reimbursement is contingent upon the property owner obtaining a permit from Utility Services and arranging for an inspector to be on-site to witness the maintenance. Increases in reimbursement amounts will be subject to approval of the Chief Executive Officer or his/her designee. If the property owner chooses to utilize the District's qualified registered contractor, prior to the District's contractor performing any maintenance or inspection services the property owner will be required, in writing, to authorize the District and its contractor to perform the sewer rodding and/or CCTV inspection and release the District from any claims and liability for any damages incurred at the property that resulted from, or were caused by, a blockage within or the condition of the property's sewer house connection. The property owner shall also acknowledge in writing that the District is not assuming control or ownership over the house connection.

Following the maintenance and inspection services, the District will provide the property owner a report detailing the condition of the house connection based on the inspection. The District will utilize NASSCO guidelines, or other comparable industry guidelines, for assessment of the pipe's condition. If the condition report indicates that the house connection presently requires repair, then the District will schedule renewal of the house connection. The timeline for performing the renewal will be based on the condition of the pipe and the District's contractors' availability. The Property Owner must fully participate in the Backwater Valve and Private Property Inflow Disconnect Program before the District will perform renewal of the house connection.

If the condition report indicates that renewal of the house connection is not presently needed and routine maintenance can be performed to extend the life of the house connection, the District will provide the property owner with written instructions for a future maintenance plan including appropriate maintenance activities with suggested frequencies. Execution of the maintenance plan, including power rodding and/or CCTVing, will be the responsibility of the property owner at his/her own cost. The District will provide an estimated timeline for future inspection of the house connection based on the condition of the pipe and the potential likelihood of the house connection needing renewal in the future. Such timeline will be consistent with and based on criteria from the District's Capacity Management, Operations and Maintenance (CMOM) program for public sewer mains.

#### *Renewal of Existing House Connections*

Scenarios 4 & 5 relate to house connection renewals which may include pipe lining, pipe bursting or pipe replacement. Renewals must be for the full length of the house

connection piping rather than only a damaged portion. If the property owner wants to point repair only a damaged section of the house connection, it will not be eligible for the Program.

For Scenario 4, the District will provide funding up to \$10,000 for the property owner to renew the private portion of the house connection. The property owner will be responsible for contracting with a licensed drainlayer or qualified, bonded and insured contractor. The District will provide the property owner its list of qualified contractors. Following completion and acceptance of the renewal work, the District will pay the contractor up to \$10,000.

For Scenario 5, if the District is rehabilitating or replacing a main line sewer under a construction contract, private property owners may participate in this program and have their house connection renewed at no cost. For circumstances where the length of the house connection or other factors make full renewal exceed \$10,000 in cost, the District reserves the right to renew the house connection under Scenario 4 where the District pays \$10,000 and the property owner would be required to pay for any work in excess of the \$10,000 limit.

Therefore, 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 Sewer Lateral Installation Program approved in 2019 is hereby discontinued and the Sewer House Connection Program as described above and herein is hereby established:

Scenario	Sewer Type	New 6-inch House Connection in Public Right of Way	New 6-inch House Connection in Private Property	House Connection Renewal **
1	New sewer main – Layout & Assessment	District installs as part of the project, cost to property owner \$4,420* plus frontage and dwelling unit assessment	Property owner responsible for actual cost. District pays contractor and property owner repays District over time	N/A
2	Existing sewer main with existing lateral in ROW	District installed as part of the previous project, cost to property owner \$4,420* plus frontage and dwelling unit assessment	Property owner responsible for actual cost. District pays contractor and property owner repays District over time.	District responsible for public portion within the ROW.

3	Existing sewer main with no lateral in ROW	Property owner responsible for actual cost plus any assessment or connection charges due. District pays contractor and property owner repays District over time.	Property owner responsible for actual cost. District pays contractor and property owner repays District over time.	N/A
4	Existing sewer main with existing house connection to be renewed or replaced not under MDC construction contract	N/A	N/A	Property Owner hires contractor to renew or replace house connection and District will pay contractor up to \$10,000.  Property owner must fully participate in BWV Program, as determined by the District, to qualify.
5	Existing sewer main with existing house connection to be renewed or replaced under MDC construction contract	N/A	N/A	With Property Owner permission, the District or its contractor will renew or replace house connection at no cost to property owner.  Property owner must fully participate in BWV Program, as determined by the District, to qualify.

\*\$4,420 – prevailing rate per lateral or inlet

\*\* Renewals to include lining of lateral, require Private Property Inflow Disconnect work with prequalified contractors

### **Criteria of House Connection Program Scenarios 1, 2 & 3 (New House Connections):**

- Properties requiring a new sanitary sewer house connection of 6" abutting an MDC sewer main. Exceptions to the lateral size or type is subject to approval of the Chief Executive Officer or his/her designee.
- Sewer house connections must be built to MDC standards by qualified, licensed, bonded and insured contractors.
- Limit of \$10,000 per property for sewer house connection installation for all work in public right-of-way and private property. Amount owed by property owner will be paid to District over fifteen years with same interest rate as sewer assessments (6%).
- Contracts and/or price quotes between the property owners and their contractors must be submitted to Utility Services for review to verify the reasonableness of the scope of work and/or cost proposal. The District reserves the right to deny any cost proposal. Any increase in the price of construction must be approved by District in order for property owner to receive any increase of District payment to contractor.
- Property owner bound to terms of the written contract with contractor.
- The property owner will be required to provide written acceptance of the completed work in order for the District to issue payment to the contractor. Failure by the property owner to provide written acceptance will not alleviate the property owner's responsibility to pay the contractor for the completed work.
- Property owner shall indemnify the District for all claims for damages arising out of the work performed at the property.
- Property owner will sign a voluntary lien to be recorded on the land records and repay the District by monthly payments as a separate line item on the water bill.
- Any deposit required by the contractor will be the sole responsibility of the property owner.
- No pre-payment penalties
- Funded from a revolving fund in the Assessable Sewer Fund

## **Criteria of House Connection Program Scenarios 4 & 5** **(Existing House Connections)**

### **Maintenance and/or Inspection of Existing House Connections**

- The District will offer the property owner a qualified registered contractor to perform sewer rodding and/or CCTV inspection services at no cost to the property owner. Alternatively, the property owner may hire their own contractor to perform the services and the District will reimburse the property owner up to \$200 for a sewer rodding and/or \$300 per CCTV inspection. Reimbursement is contingent upon the property owner contacting Utility Services to arrange for an inspector to be on-site to witness the maintenance. Increases in reimbursement amounts will be subject to approval of the Chief Executive Officer or his/her designee.
- If the property owner chooses to utilize the District's qualified registered contractor, prior to the District's contractor performing any maintenance or inspection services the property owner will be required, in writing, to authorize the District and its contractor to perform the sewer rodding and/or CCTV inspection and release the District from any claims and liability for any damages incurred at the property that resulted from, or were caused by, a blockage within or the condition of the property's sewer house connection.
- The property owner shall also acknowledge in writing that the District is not assuming control or ownership over the house connection.



- Property owner must fully participate in BWV Program, as determined by the District, to qualify.
- Renewals shall be installed for the full length of house connection pipe. Point repairs do not qualify for the Program.
- Sewer house connections renewals must be built to MDC standards by qualified, bonded and insured contractors.

#### **Scenario 4**

- Limit of \$10,000 per property for sewer house connection renewal for all work in private property. Any costs above \$10,000 will be the property owner's responsibility and either paid at the time of work or the property owner can enter a payment plan with the District and sign a voluntary lien to be recorded on the land records.
- Contracts and/or price quotes between the property owners and their contractors must be submitted to Utility Services for review to verify the reasonableness of the scope of work and cost proposal. The District reserves the right to deny any cost proposal. Any increase in price of construction must be approved by District in order for property owner to receive increase of District payment to contractor.
- Owner bound to terms of the written contract with Contractor.
- The property owner will be required to provide written acceptance of the completed work in order for the District to issue payment to the Contractor. Failure by the property owner to provide written acceptance will not alleviate the property owner's responsibility to pay the Contractor for the completed work.
- Property owner shall indemnify the District for all claims for damages arising out of the work performed at the property.

#### **Scenario 5**

- If the District is rehabilitating or replacing a main line sewer under a construction contract, private property owners may participate in this program and have their house connection renewed at no cost to the property owner.
- For circumstances where the length of the house connection or other factors make full renewal exceed \$10,000 in cost, the District reserves the right to renew the house connection under Scenario 4 where the District pays \$10,000 and the property owner would be required to pay for any work in excess of the \$10,000 limit.
- For Scenario 5, contracts and/or price quotes between the property owners and their contractors must be submitted to Utility Services for review to verify the reasonableness of the scope of work and cost proposal. The District reserves the right to deny any price proposal. Any increase in price of construction must be approved by District in order for property owner to receive increase of District payment to contractor.

#### **FURTHER**

**RESOLVED:** The District's Sewer Lateral Revolving Fund, established in 2019, shall be renamed the Sewer House Connection Revolving Fund. Funding for Scenarios 1, 2 & 3 of the Sewer House Connection Program is authorized from the Sewer House Connection Revolving Fund.

#### **FURTHER**

**RESOLVED:** Funding for Scenarios 4 & 5 of the Sewer House Connection Program is hereby authorized from the Clean Water Program Rate Stabilization Fund in addition to any applicable grant money.

Respectfully submitted,



Scott W. Jellison  
Chief Executive Officer

***On motion made by District Chairman DiBella 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 5:38 PM

ATTEST:



John S. Mirtle  
District Clerk

August 30, 2023

Date of Approval

**BUREAU OF PUBLIC WORKS  
REGULAR MEETING**

555 Main Street, Hartford  
Wednesday, August 30, 2023

**Present:** Commissioners Andrew Adil, John Bazzano, Richard Bush, David Drake, John Gale, Joan Gentile, Allen Hoffman, Gary Johnson, Dominic Pane, Bhupen Patel, Pasquale J. Salemi, Alvin Taylor, Calixto Torres and District Chairman William DiBella (14)

**Remote**

**Attendance:** Commissioners Byron Lester, Maureen Magnan and David Steuber (3)

**Absent:** Commissioners John Avedisian, Donald Currey, James Healy and James Woulfe (4)

**Also**

**Present:** Commissioner Jean Holloway  
Commissioner Jacqueline Mandyck  
Scott W. Jellison, Chief Executive Officer  
Christopher Stone, District Counsel  
John S. Mirtle, District Clerk  
Christopher Levesque, Chief Operating Officer (Remote Attendance)  
Kelly Shane, Chief Administrative Officer  
Robert Barron, Chief Financial Officer  
Susan Negrelli, Director of Engineering  
David Rutt, Director of Operations  
Tom Tyler, Director of Facilities  
Michael Curley, Manager of Technical Services  
Jason Waterbury, Senior Project Manager  
Jeff King, Construction Manager  
Nick Salemi, Communications Administrator  
Carrie Blardo, Assistant to the Chief Executive Officer  
Julie Price, Executive Assistant  
Dave Baker, IT Consultant (Remote Attendance)  
Joseph Szerejko, Independent Consumer Advocate (Remote Attendance)

**CALL TO ORDER**

The meeting was called to order by Chairman Hoffman at 4:03 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 July 12, 2023 were approved. Commissioner Bazzano abstained.***

***Commissioner Bush entered the meeting at 4:06 PM***

**ACCEPTANCE OF SEWERS BUILT BY DEVELOPER PERMIT AGREEMENT – ANA GRACE SCHOOL, 129 GRIFFIN RD NORTH, BLOOMFIELD, CT**

To: Bureau of Public Works for consideration on August 30, 2023

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:

	<b><u>Sewers In</u></b>	<b><u>Built By</u></b>	<b><u>Completion Date</u></b>
1	CREC – Ana Grace School, 129 Griffin Road North, Bloomfield R19005	Developer: CREC (Capitol Region Education Council) Contractor: Bartlett Brainard Escoll, Inc. / Milton Beebe	March 17, 2023

Respectfully submitted,



Scott W. Jellison  
Chief Executive Officer

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



***Commissioner Taylor entered the meeting at 4:19 PM***

**SHELBOURNE AXELA LLC REQUEST TO MODIFY SUPPLEMENTAL ASSESSMENT OF  
50 MORGAN STREET, HARTFORD**

To: Bureau of Public Works for consideration on August 30, 2023

On May 15, 2022, after a duly noticed public hearing, the Bureau of Public Works levied a supplemental benefit assessment on 50 Morgan Street in Hartford. The District Board approved the supplemental benefit assessment on July 11, 2022. The supplemental assessment was based on the conversion of the three hundred forty-two (342) room Crowne Plaza Hotel to a residential building with two hundred fifty-two (252) residential units as approved by the City of Hartford.

The supplemental assessment totaled \$155,430.00 (252 residential units x \$1,655.00 = \$417,060.00 - \$261,630.00 (a credit for the prior existing 342 hotel rooms x \$765.00)). The property owner, Shelbourne Axela LLC, submitted a request to the Bureau for modification of the supplemental assessment on the basis that the redevelopment plan for the property is for a lower number of residential units than the levied assessment. Shelbourne Axela LLC's request states the proposed total number of residential units is 192. However, the City of Hartford assessor data identifies the number of residential units at the property as 214.

**BE IT HEREBY RESOLVED:**

That the supplemental benefit assessment of 50 Morgan Street in Hartford calculated based on 252 residential units, approved by the Bureau of Public Works on May 15, 2022 and the District Board on July 11, 2022, totaling \$155,430.00 be modified to \$56,130 (192 residential units x \$1,655.00 = \$317,760 - \$261,630.00 (credit for the prior existing 342 hotel rooms x \$765.00)).

**BE IT FURTHER RESOLVED:**

That legal notice, in the form and manner as approved by District Counsel, be recorded on the land records that any future (re)development or conversion of the property in excess of 192 residential units shall be subject to supplemental assessment by the District.

Respectfully submitted,



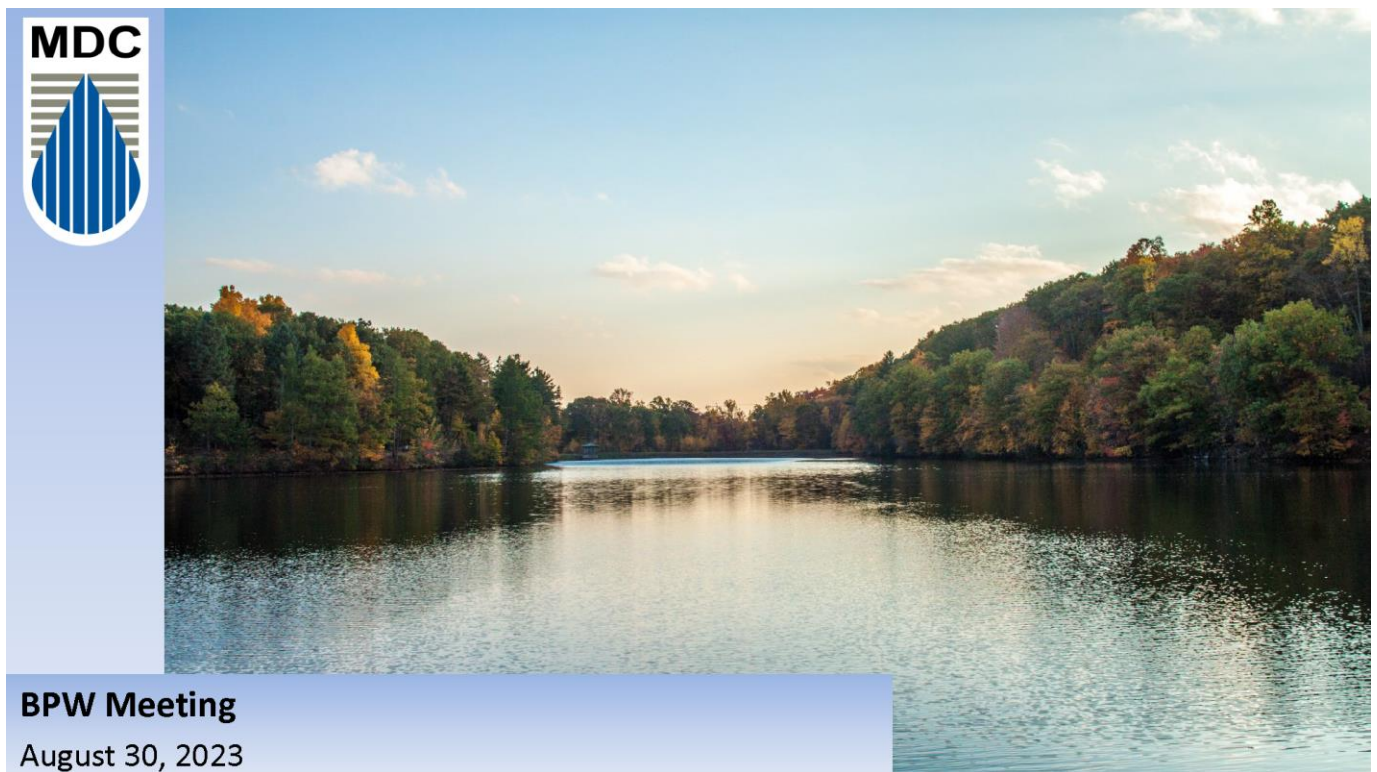
Scott W. Jellison  
Chief Executive Officer

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

***Commissioner Salemi entered the meeting at 4:58 PM***

**CLEAN WATER PROJECT AND STORMWATER**

Chief Executive Officer Scott Jellison gave the following presentation regarding the Clean Water Project and Stormwater:



## Plumbing Code Enforcement

### International Plumbing Code and BOCA National Plumbing Code

#### SECTION P-1005.0 BACKWATER VALVES

**P-1005.1 Approval:** Metallic backwater valves shall conform to ASME A112.14.1 listed in Chapter 19. Nonmetallic backwater valves shall conform to CSA CAN3-B181.1 or CAN/CSA B181.2 listed in Chapter 19.

**P-1005.2 Definitions:** The following words and terms shall, for the purposes of this section and as stated elsewhere in this code, have the meanings shown herein.

#### **Backflow**

**Drainage:** A reversal of flow in the *drainage system*.

**Backwater valve:** A device or valve which is installed in the house drain or sewer pipe where a sewer is subject to *backflow*, and which prevents drainage or waste from backing into a low level or fixtures and causing a flooding condition.

**P-1005.3 Fixtures subject to backflow:** A backwater valve shall be installed where plumbing fixtures are subject to *backflow* from the public sewer.

**P-1005.4 Location of backwater valves:** Backwater valves shall be installed so that *access* is provided to the working parts for service and repair.

#### 714.1 Sewage Backflow

Diagram

Where plumbing fixtures are installed on a floor with a finished floor elevation below the elevation of the manhole cover of the next upstream manhole in the public sewer, such fixtures shall be protected by a backwater valve installed in the *building drain*, or horizontal *branch* serving such fixtures. Plumbing fixtures installed on a floor with a finished floor elevation above the elevation of the manhole cover of the next upstream manhole in the public sewer shall not discharge through a backwater valve.

#### 1109.1 General

Where the *public sewer* is a combined system for both sanitary and storm water, the *storm sewer* shall be connected independently to the *public sewer*.

#### 1101.3 Prohibited Drainage

Storm water shall not be drained into sewers intended for sewage only.

The enforcement of plumbing code for new buildings and renovations will lead to reduced private property backups as well reduction in stormwater entering the sanitary sewer.

2

## City of Hartford vs. MDC Storm Water

### City of Hartford – Zoning Regulations

#### 6.14.2 REGULATIONS

**A. Basic Requirements.** In no case shall a zoning permit, including a zoning permit for a parking lot, allow the following:

- (1) Direct channeling of untreated surface water runoff into adjacent ground and surface waters.
- (2) Peak runoff discharge rates from 2, 10, 25, and 100-year storms to exceed the corresponding pre-development peak discharge rates.
- (3) Disturbance of pre-development natural hydrologic conditions other than in a minimal way, unless absolutely necessary or unless pre-development conditions are restored post-development.

### MDC – Sewer Ordinance S2w

(2) The District may require the applicant to submit design and analysis by a licensed professional engineer including direct and indirect peak discharge rates and total runoff volumes from proposed connections. The direct and indirect peak discharge rates and **total runoff volumes** shall not exceed pre-development conditions, nor downstream sewer system capacity design, for 24-hour storms with average recurrence intervals of 1, 2, 10, 25, and 100 years. If the Applicant or District determine that the discharge rates and **volume standards** are not achievable, the Applicant may, in consultation with the District, perform a comprehensive hydraulic analysis of the catchment area to assess the effects that the increased discharge rates will have on the existing pipe network including an evaluation of potential pipe surcharging and localized flooding upstream and downstream of the connection. The District will not approve new or modified discharges that increase the potential for pipe surcharging or street flooding. No permit will be issued until all local municipal, state and federal requirements and approvals are satisfied.

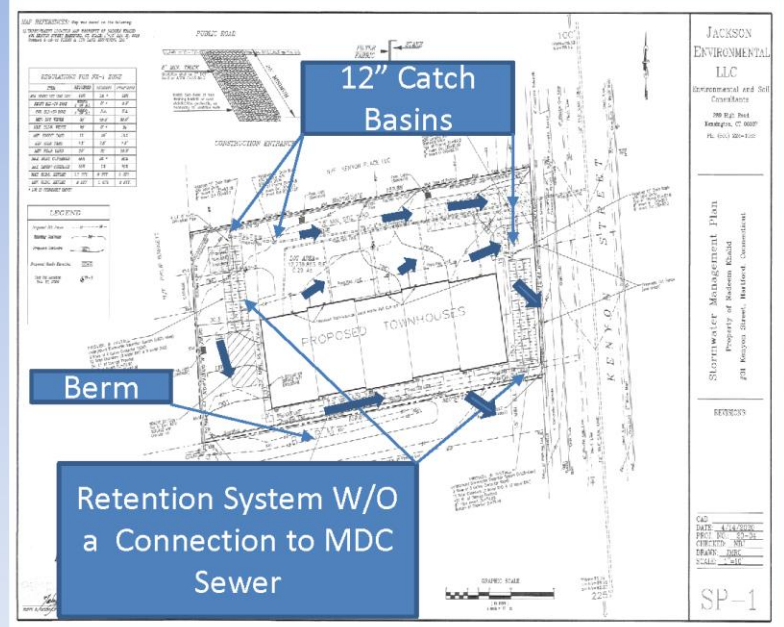
Same requirements with two engineering analysis exceptions: MDC considers a 1-Yr Storm and total runoff volume (pre-and post-development)

3



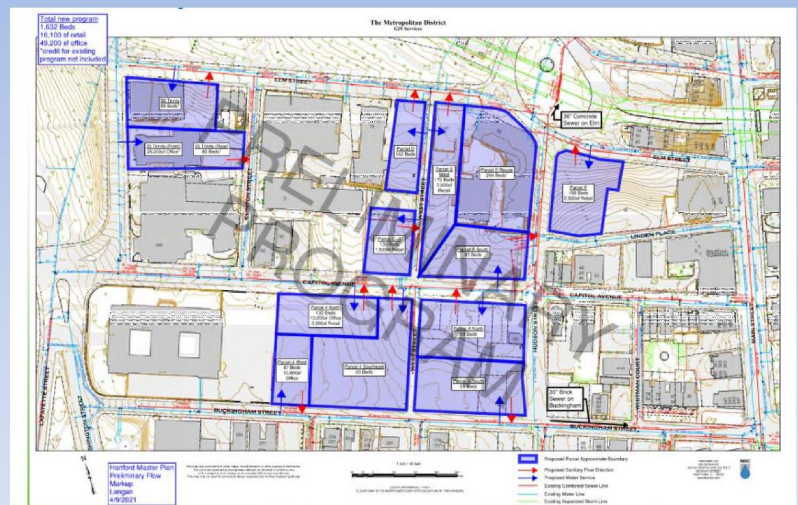
### Proposed Residential Development 31 Kenyon Street

- Five (5) Townhouses (15 units) development with on-site parking on 0.29 acre site. (No existing connections)
- Stormwater Management Plan was approved by the COH on September 21, 2020 with respect to P&Z Regulation 6.14.
- As proposed the detention (retention) system is intended to capture the first 1" inch of rain and infiltrate into the soil to reset. No design storm criteria used.
- Once the system is at capacity (>1 Month Storm), it flows overland in the direction of Kenyon Street or adjacent property (south side).



### Bushnell South Planned Development - Simulations

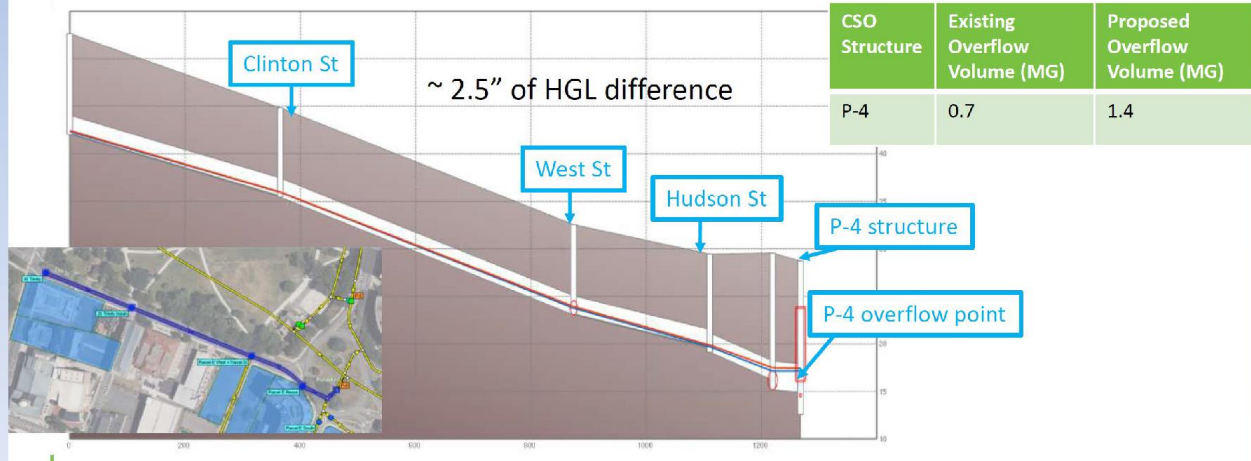
- The District received a proposed plan for the development of vacant lots and redevelopment of existing buildings between Buckingham Street and Elm St
- The District evaluated the effect the connections would have on the proposed development as well as current areas with known system surcharges and street flooding upstream of the development. Simulated 10-yr CSO storm



## Bushnell South Planned Development - Simulations

### Elm Street (10 year CSO)

- Existing sanitary flows, no stormwater from development areas
- Proposed sanitary flows, stormwater from development areas



## MDC Ordinances

### SEC. 57e COLLECTION OF DEFERRED COSTS FROM DEVELOPERS IN LIEU OF ASSESSMENT

Whenever a sewer is to be built by Developer or Owner in any area or district in which costs have been deferred as hereinbefore provided, or whenever said sewer is built in advance of the availability of a District sewer outlet, such deferred cost or such share of the cost of the future outlet sewer shall be paid by the Developer or Owner as provided in Section 58f.

### SEC. 58f PAYMENT OF OUTLET CHARGE BY DEVELOPER

The Bureau of Public Works may establish and revise a schedule of fair and reasonable charges for outlet into the District sewerage system of any sewer or drain constructed under the terms of a Developer's Agreement. However, said Bureau may vary the amount of outlet charge to be collected from a developer when in its opinion the use of the established schedule of charges would not be fair and reasonable.

Outlet charges may be paid by developers at the time of execution of the Developer's Permit-Agreement or deferred until the time that house connection permits are issued.

The amount of outlet charge to be paid by a developer, at the time of execution of the Developer's Permit-Agreement shall be set forth in the vote of the Bureau of Public Works granting permission to said developer to construct said sewer or drain.

When a developer elects to defer payment of the outlet charge, the amount of the deferred outlet charge payable when the house connection permit is issued shall be in accordance with the established schedule of charges in effect at that time.

The developer shall pay to the District a flat charge per lot or per parcel of land at the time of execution of the Developer's Permit-Agreement to cover the additional administrative and recording fees associated with the deferment of charges.

All outlet charges shall be paid to the Treasurer of The Metropolitan District and credited by him to the proper amount in the Assessable Sewer Construction Fund.



## MDC Ordinances

### SEC. S8a AGREEMENTS WITH DEVELOPERS AUTHORIZED

The Bureau of Public Works is authorized to empower the District Clerk or designee to enter into agreements on behalf of The Metropolitan District with developers, contractors or other owners of land for the construction of sewers or drains by and at the expense of such developers, contractors or owners, which sewers may become part of the public sewer system under the conditions hereinafter stipulated, and the said Bureau is empowered to make, from time to time, any necessary regulations stipulating the terms and conditions of said agreements not inconsistent with the provisions of this ordinance. The Chairman or Vice Chairman of the Bureau of Public Works is authorized to sign all such agreements on behalf of the District. The Chairman of the Bureau of Public Works may, at his or her discretion, authorize the District Clerk to sign all such agreements on behalf of the District. The terms and the text of a standard form of agreement for work under this ordinance or any variations of said standard form to apply to any particular project thereunder shall be as approved by the District Counsel. In cases where, in staff's opinion, special circumstances are involved, the Administration must bring the matter to the Bureau of Public Works for approval.

### SEC. S8b PROVISIONS OF AGREEMENTS

The Bureau of Public Works shall specify in the terms of such agreements, or on plans which are made a part thereof, the limits, sizes and grades of the sewers or drains to be built and the nature of and limitations on the wastes or liquids to be conveyed. All the terms of and all subsequent amendments to the General Sewer Ordinances, (Parts 1-5) shall be applicable to work done under such agreements. Such agreements shall provide that the full cost of construction of the sewer and all expense incidental thereto shall be borne by the developer or owner who shall, before commencing any work, deposit with the Clerk of the Bureau of Public Works a sum deemed by the Chief Engineer of said Bureau to be sufficient to defray the cost of preliminary surveys, of the preparation of designs and plans, of other expenses of preliminary engineering, of inspection, supervisory engineering, grade staking, measuring, testing and all other expenses of the District incurred prior to or during construction, or during any maintenance period stipulated, including allowances for pension, insurance and similar costs related to payroll. Such agreements shall also provide that, in case said deposit proves to be insufficient at any time during the progress of the work, further deposit shall be made upon notification by the Clerk of said Bureau, and that upon acceptance of the sewer or drain, any unexpended portion of said deposit shall be returned to the developer or owner.

8

## North Hartford Projects You Will See First in 2023

- **North Meadows area/Tower Avenue Area – Sewer Main & Lateral Lining/Repair - \$4.6M**
  - Sewer main lining and lateral lining to the house/building
  - Manhole rehabilitation and Sewer point repairs
  - *CT DEEP Review and Approval: June and July 2023*
  - *Construction: July 2023 to November 2023*
- **Expedited Sewer Separation Contracts – Specific Streets in North End - \$18M**
  - Work to include: Sewer main and lateral lining to building, Storm laterals, Storm mains (as needed), Backwater valves, sump pumps and other private property work (160 Properties), Restoration, possible water service renewals
  - *Phase 1 – Durham St. (DEEP Review: July and Aug 2023., Construction: Sept 2023 start)*
  - *Phase 2 – Woodstock and Branford Street (DEEP Review July and Aug 2023, Construction: Sept 2023 start)*
  - *Phase 3 – Westland and Martin Streets (DEEP Review: Sept and Oct 2023, Construction: Oct start)*
  - *Phase 4 – (TBD) Windsor Street, E. Burnham St, E. Euclid St and E. Morningside St.*

9

## Weekly North Hartford IP/Program Coordination Meetings

**MDC**

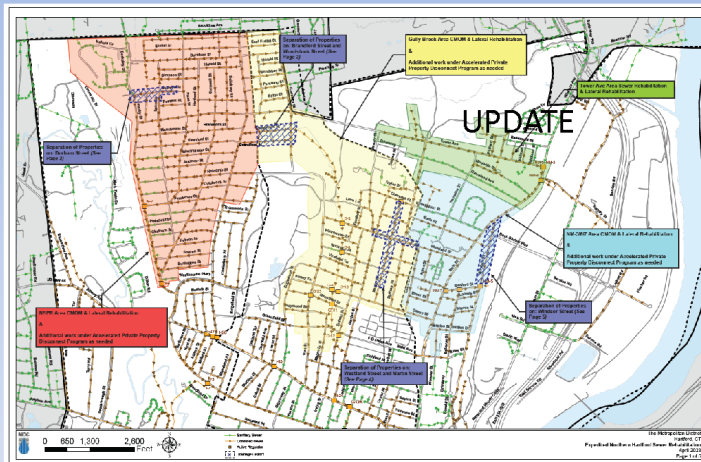
**North Hartford IP/Program Coordination Meeting Bullets**  
8/30/2023

- Outreach
  - Project Updates (Two week look ahead) – Durham, Tower North, Brantford Woodstock, NBPR Drainage Study – adding to the website
  - Project Description, Construction Update, What to expect, Refer to Outreach Calendar, RWV – reminder and door knocking
  - Website – great tool for Program and Project Information
  - Placing Sewer Back Up Protection and Procurement Opportunities Ads in local newspapers
  - Outreach Meet and Greets – Aug 22 and 24 – Tower North and Aug 31 Brantford
  - Outreach groups have begun door knocking in North Hartford (Aug 26) – Also making/attending appointments.
- DEEP Coordination - weekly
  - Hartford Flood Compensation – Sept 1 – must get to step 6 before MDC inspection kicks in
  - Utility Relocation process for DEEP participation – Westland St watermain relocation
  - FY 2024 Project Budgets
  - Hartford's Project utilizing EPA's technical assistance – Green Infrastructure – New Hope Church property met Aug 28, MDC concerns next meeting is being planned (VAB is consultant)
- North Hartford Backwater Valve Program and Private Property Inflow Disconnections (Lower Back Up Prevention)
  - Assessments update – Utility Services and MUA – Durham (19 of 23 properties DWV, 10 of 23 External Inflow separation) MUA (is targeting W-F this week. Brantford/Woodstock – both at @ 10% - Outreach/MUA - door knocking
  - Finalized application and release forms- currently using paper but working with IT for digital version – Adobe Sign
  - SSP update for work order processing
  - GIS developed address search tool to determine North Hartford and NRZ
  - Procurement is Working on contracts with some of the respondents (Received 9.1 ineligible) – bid again mid Sept
  - Properties being evaluated (Utility Services/Engineering) 780 A Windsor (field meeting), 711 Garden St
- House Connection Program
  - Pub Big Meeting- 21 attended – 1 Hartford (Penney)
  - Bid Open Sept 7

- Expedited Sewer Separation Work (Street Work):
  - Durham Street (23 properties) – CFQ#11 – VMS
    - Water main work (Lyme to Palm) – Accelerated Contract VMS. Started Thursday July 20. Main complete services to start after Labor Day. Sewer separation work to begin early Sept.
    - Staging area – corner of Durham and Lyme
    - Storm drain and house connection stub, sewer main and house connection lining
    - Construction: July to November 2023.
  - Woodstock and Brantford (67 Properties) – CFQ#12 – Coastline
    - Brantford watermain starts week of 9/5 - VMS
    - Sewer separation work to start mid Sept on Woodstock
      - Construction: September to November 2023
  - Westland Street (34 Properties) and Martin (Private Property work only)
    - In Final Design, sending to DEEP early Sept for approval
    - Storm drain, Sewer main and house connection lining
    - Construction: (Fall 2023- 2024)
- Expedited Sewer Separation Work (Private Property Work):
  - Installation of new Storm House Connections (Private Property) & Completion of any required internal plumbing work on approx. 700 properties (same streets as above bullet)
  - Work will begin in 2023 and will be completed in 2025.
- Sewer Lining/Rehab Projects (4):
  - North Meadows Area/Tower Ave (2/3/4): CFQ #9 the expedited on-call sewer (Jeff Vassardi and Kit Longtin) – Coastline and National Watermain
    - Construction schedule (August 7 to end of 2023)
  - NBPR (Granby/Blue Hills) – Tom Robbins
    - Design to DEEP July 18<sup>th</sup>
    - Bids Due/Open – October 3, 2023
    - Construction: November 2023 to 2025
  - North Meadows – Tom Robbins
    - Design Complete 9/11/2023
    - Construction: January 2024 to 2025
  - Gully Brook Area – Tom Robbins
    - Design Complete 11/6/2023
    - Construction March 2024 to 2025/2026
- NBPR Drainage Study
  - River field work is underway
  - Tree Dams - COH
- Contracting Opportunities – WBE/MBE and Local Hartford efforts

10

## North Hartford Projects - Overview



### North Hartford Projects Added to IP Phase 1 (2023-2029)

- Backwater Valve and Private Property Disconnect  
2023-2026 (All Shaded Areas) 1,000+ properties
- Sewer & Lateral Rehabilitation in North Hartford:  
2023 – 2026 (Red/Yellow/Cyan)
- North Meadows Sewer & Lateral Rehabilitation:  
2023 (Green)
- Expedited Sewer Separation Contracts: Specific Streets  
2023-2025 (Blue Hatching)
- Granby Area Sewer Separation (Within Reddish Area)  
2026-2028
- Granby Area Private Separation: (Within Reddish Area)  
2028-2030

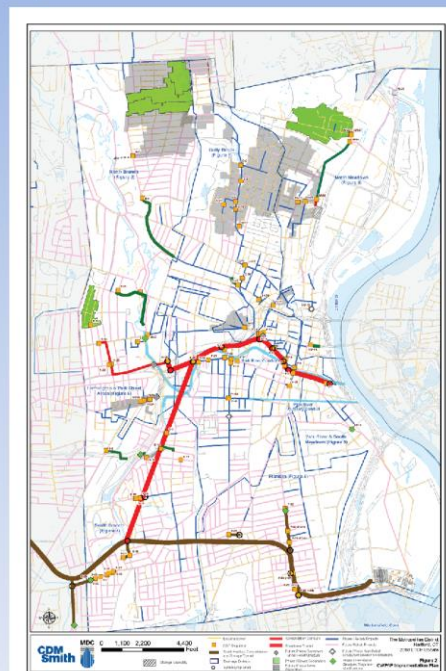
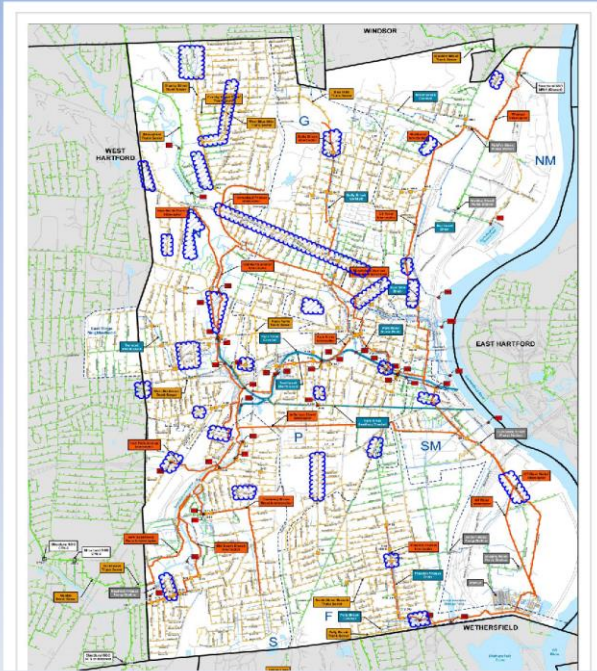
### North Hartford Projects On-going in IP Phase 1 (2023-2029)

- North Branch PR Drainage Study/Separation Design  
(COH/MDC Project): 2023 – 2024
- District wide Backwater valve and Private Property Disconnect

11



## Areas of Known Recurring Property and Street Flooding



## Durham St, Hartford preliminary work



## Durham St, Hartford



14

## Durham Street, Hartford



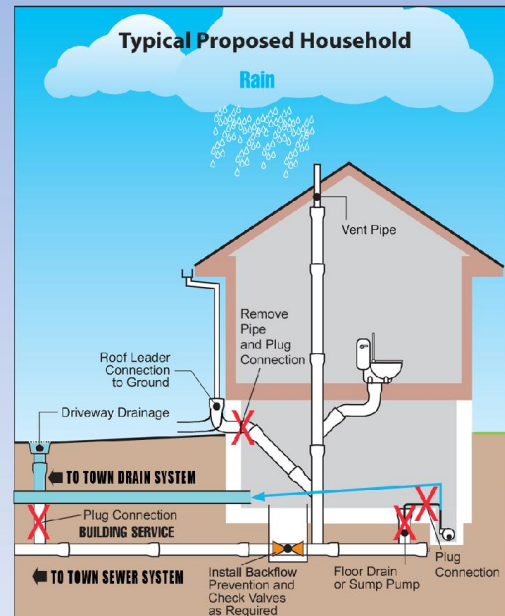
15



## North Hartford Private Property Work

### North Hartford Backwater Valve Program and Private Property Inflow Disconnections - \$12.2M

- 1,000 to 1,500 Properties in North Hartford
- Protect Basements - plumbing deficiencies and unprotected fixtures
- Laterals (Sewer house connection) – assess and correct problems
- Private Property Separation - changes in anticipation of future combined sewer separation
- *Assessments at Private Properties: How to get your appointment with MDC's Utility Services*
- *Numerous flyers/educational graphics have been created for customers regarding this program*

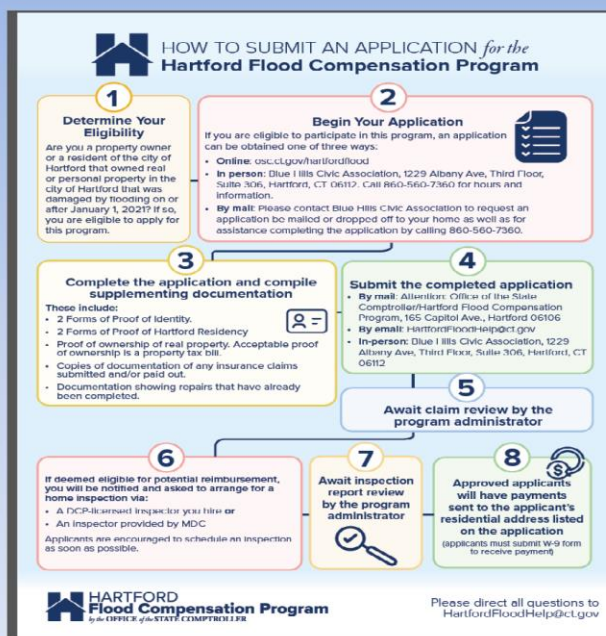


16

## Implementation & Outreach

- Tower Avenue/ North Meadows Sewer Rehabilitation project Outreach Meetings held August 22 and August 24 in neighborhood.
- Durham Street water main nearing completion. Flyers delivered this week to residents about upcoming Sewer Separation work scheduled to begin in mid-September.
- Two Branford Street Outreach meetings being held on August 31 about upcoming water main and sewer separation work
- North Branch Park River Drainage Study flyers went out to residents on Westland Street and Garden Street
- Blue Hills NRZ and Northeast NRZ chairs have been contacted about sewer rehab and sewer separation construction in their areas and know MDC will provide info at upcoming meetings.
- City of Hartford DPW and Community Engagement Depts are notified of all construction flyers and community meetings
- Community Outreach teams led by Karraine Moody and Janice Flemming are out in the field, being trained on our program supporting all water main and sewer projects and our Utility Services Dept. private property assessments and related work
- Website continues to be updated with project information, including link to Comptroller Program
- MDC staff attended Blue Hills NRZ National Night Out event August 1 to give out information and sign up residents for basement assessments
- Advertised flyers and information graphics for the Back Water Valve Program in local papers (Hartford News, North End Agents and Inquiring News)
- Upcoming RFQ/RFPS for upcoming North Hartford work will be advertised in local papers

17



18

## OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

No one from the public appeared to be heard.

## COMMISSIONER REQUESTS FOR FUTURE AGENDA ITEMS

Commissioner Bush would like to further discuss the issue brought up at the July 12, 2023 meeting by West Hartford resident Elizabeth Bryden pertaining to reimbursement for her sewer house connection issue.

## ADJOURNMENT

The meeting was adjourned at 5:32 PM

ATTEST:

*John S. Mirtle*  
John S. Mirtle  
District Clerk

November 8, 2023  
Date of Approval

**BUREAU OF PUBLIC WORKS  
REGULAR MEETING**

555 Main Street, Hartford  
Wednesday, November 8, 2023

**Present:** Commissioners Andrew Adil, John Avedisian, John Bazzano, Richard Bush, Donald Currey, David Drake, John Gale, Joan Gentile, Allen Hoffman, Gary Johnson, Dominic Pane, Bhupen Patel, Alvin Taylor, Calixto Torres and District Chairman William DiBella (15)

**Remote**

**Attendance:** Commissioners Byron Lester, Maureen Magnan, Pasquale J. Salemi and David Steuber (4)

**Absent:** Commissioners James Healy and James Woulfe (2)

**Also**

**Present:** Commissioner Jacqueline Mandyck (Remote Attendance)  
Scott W. Jellison, Chief Executive Officer  
Christopher Stone, District Counsel  
John S. Mirtle, District Clerk  
Christopher Levesque, Chief Operating Officer (Remote Attendance)  
Kelly Shane, Chief Administrative Officer  
Robert Barron, Chief Financial Officer  
Susan Negrelli, Director of Engineering  
Tom Tyler, Director of Facilities  
Robert Schwarm, Director of Information Services (Remote Attendance)  
Ray Baral, Assistant Manager of Water Treatment  
Andrew Hubbard, Natural Resources Administrator  
Carrie Blardo, Assistant to the Chief Executive Officer  
Julie Price, Executive Assistant  
Dylan Pecego, IT Consultant (Remote Attendance)  
Joseph Szerejko, Independent Consumer Advocate (Remote Attendance)

**CALL TO ORDER**

The meeting was called to order by Chairman Hoffman at 4:05 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 Gentile and duly seconded, the meeting minutes of August 30, 2023 were approved.***

***Commissioner Pane entered the meeting at 4:35 PM.***

**FISCAL YEAR 2024 - REVISIONS TO DISTRICT SEWER USER CHARGE RATES AND  
OTHER SEWER CHARGES**

To: Bureau of Public Works for consideration on November 8, 2023

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 2024 budget in support of sewer operations calls for a sewer user charge rate to remain unchanged at \$5.90 per ccf or 0.0% change effective January 1, 2024.

Additionally, in support of the 2024 budget and in accordance with Section S12l of the District's Ordinances, the monthly sewer customer service charge per connection will remain at \$9.00 or 0.0% change effective January 1, 2024.

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 Industrial User (MIU) Wastewater, Vehicle Maintenance Wastewater), encroachment permits, abandonment of infrastructure, Engineering/Environmental surveys and documentation requests; this fee will be \$670.

The Annual Wastewater Discharge Compliance Fee of \$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 will be split into 12 monthly increments at a billing rate of \$12.50. The charge is related to 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 remain unchanged at \$0.70 per pound or effective January 1, 2024. In addition, the suspended solids strength charge will also remain unchanged at \$0.58 per pound effective January 1, 2024. These unit charges, which apply to high flow users, low flow/high strength users and non-municipal tax-exempt users, are for the following:

Liquid flow charge rate based on sewer flow in hundreds of cubic feet (CCF).

1. 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.

2. 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 2024 budget.

Additionally, Section S12x of the District's Ordinances provides for the Special Sewer Service Charge (a.k.a. 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 and going forward, the Integrated Plan. The Special Sewer Service Charge is set annually in conjunction with adoption of the District Budget. Effective January 1, 2024, said charge shall be \$4.33 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 Special Sewer Service 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) discharge subject to approval by the District:

Tier 1--	0-500,000 avg. gallons per month	\$0.13/gal
Tier 2--	500,001 to 700,000 avg. gallons per month	\$0.07/gal
Tier 3--	700,000+ avg. 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 Bureau of Public Works recommends to the District Board passage of 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, 2024 and that, effective January 1, 2024, 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 Special Sewer Service Charge a.k.a. Clean Water Project Charge shall be \$4.33 per ccf commencing January 1, 2024.

**Further**

**Resolved:** That the District Board approve the following schedule of fees effective January 1, 2024.

	<u><b>CURRENT</b></u>	<u><b>PROPOSED</b></u>
<b>Installation, Repair or Replacement of Sewer Meters</b>		
<i>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.</i>		
5/8" meter	\$360	\$360
3/4" meter	\$375	\$375
1" meter	\$445	\$445
1-1/2" meter	\$1,140	\$1,140
2" meter	\$1,250	\$1,250
3" meter	\$2,630	\$2,630
4" meter	\$3,180	\$3,180
6" meter	<del>\$4,960</del>	<del>\$5,090</del>
8" meter	\$14,840	\$14,840
10" meter	\$17,110	\$17,110
12" meter	\$17,800	\$17,800
Meter Box (5/8" to 1")	\$1,750	\$1,750
Meter Pit (1 1/2" and larger)	Actual Cost* + Overhead	Actual Cost* + Overhead
Open Channel Sewer	\$15,300	\$15,300

\* 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.

	<u>CURRENT</u>	<u>PROPOSED</u>
Meter Chamber for Open Channel	Actual Cost* + overhead	Actual Cost* + overhead
Radio transmitter unit	<b>\$200</b>	<b>\$212</b>
<b>Liquid Waste Discharge Fee</b> (other than Acceptable Septage)		
Discharge subject to approval by the District:		
Tier 1-- 0-500,000 avg. gallons per month	\$0.13/gal	\$0.13/gal
Tier 2-- 500,001 to 700,000 avg gallons per month	\$0.07	\$0.07
Tier 3-- 700,000+ avg gallons per month	\$0.05	\$0.05
<b>Sewer User Charge Late Filing/Sewage Evaluation Fees</b>	\$250	\$250
<b>Administrative Review for Sewer Services Fee</b>	<b>\$600</b>	<b>\$670</b>
<i>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 Industrial User (MIU) Wastewater, Vehicle Maintenance Wastewater), encroachment permits, abandonment of infrastructure, Engineering/Environmental surveys and documentation requests</i>		
<b>Annual Wastewater Discharge Compliance Fee</b>	\$150	\$150
<i>For all permitted wastewater discharges categorized as non-domestic sewage 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 Industrial User (MIU) 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. The fee will be billed on a monthly basis at \$12.50/month.</i>		

	<u>CURRENT</u>	<u>PROPOSED</u>
<b>Wastewater Discharge Compliance Fees</b>		
Failure to submit Registration or Variance Applications	\$500	\$500
Disallow Inspection	\$225	\$225
Failure to maintain discharge records including analytical results and discharge volumes	\$200	\$200
No FOG management or pre-treatment equipment installed	\$200	\$200
Non-compliant FOG management or pre-treatment equipment installed	\$200	\$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	\$100
Failure to maintain FOG management equipment in proper working order	\$200	\$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	\$200
Failure to properly dispose of brown and/or yellow grease	\$200	\$200
Source of sewer blockage	\$1,000	\$1,000
Source of sanitary sewer overflow - Actual costs will be billed to the facility for time and materials related to the overflow	\$1,000 or Actual Cost whichever is greater	\$1,000 or Actual Cost whichever is greater
<b>Wastewater Discharge Violation Correction Schedule</b>		
Discharge and/or Equipment not registered	7 days	7 days
No FOG management or pre-treatment equipment installed	30 days	30 days
FOG management equipment in need of repair or cleaning	7 days	7 days
Failure to maintain written records of FOG management equipment cleaning and inspection	7 days	7 days
Disallow an inspection – Inspection must be scheduled within 7 days of initial inspection attempt	7 days	7 days
Failure to clean and maintain FOG management equipment as required	7 days	7 days
Source of sewer blockage	24 Hours	24 Hours
Source of sanitary sewer overflow (minimum)	24 Hours	24 Hours

Respectfully submitted,



Scott W. Jellison  
Chief Executive Officer



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

**MUNICIPAL SEPARATED STORM SEWER SYSTEMS (MS4) IMPACT ANALYSIS AND  
POTENTIAL REGIONAL STORMWATER AUTHORITY**

***Commissioner Currey made motion to postpone item #5 “Municipal Separated Storm Sewer Systems (MS4) Impact Analysis and Potential Regional Stormwater Authority” until the next BPW meeting. Commissioner Hoffman postponed the item without objection.***

**OPPORTUNITY FOR GENERAL PUBLIC COMMENTS**

No one from the public appeared to be heard.

**COMMISSIONER REQUESTS FOR FUTURE AGENDA ITEMS**

Commissioner Gale requested that the Bureau take up the MS4 issue and remember that development in Hartford will have a positive impact on ad valorem.

CEO Scott Jellison requested that the meeting topic requested by Commissioner Gale be held as a special meeting as to allow enough time for the discussion.

**ADJOURNMENT**

The meeting was adjourned at 5:15 PM

ATTEST:



John S. Mirtle  
District Clerk

February 21, 2024

Date of Approval

**INDEX**

**To**

**MINUTES OF THE BUREAU OF PUBLIC WORKS**

# Bureau of Public Works - 2023

	<b>Page</b>
<hr/>	
<b>A</b>	
<b>ABANDONMENT OF SANITARY SEWER</b>	
99 Van Block Avenue, Hartford	24
Veteran's Terrace, East Hartford	21
<b>ACCEPTANCE OF SEWERS BUILT BY DEVELOPER'S PERMIT AGREEMENT</b>	
CREC- Ana Grace School, Bloomfield	91
<b>B</b>	
<b>BERLIN DEMING ROAD PUMP STATION</b>	
Memorandum of Understanding	5
<b>C</b>	
<b>CLEAN WATER PROJECT &amp; STORMWATER</b>	
Presentation	93
<b>CONSENT ORDER MODIFICATION</b>	
Consent Order #COWRMU22002	60
<b>E</b>	
<b>ENCROACHMENT AGREEMENT</b>	
1 Tunxis Avenue & 6 Mountain Avenue, Bloomfield	27
712 Cedar Street, Newington	16
<b>EPA INSPECTION</b>	
Discussion	18
<b>M</b>	
<b>MEMORANDUM OF UNDERSTANDING</b>	
North Hartford Stormwater and Sewershed Study	36
<b>O</b>	
<b>ORDINANCE REVISION REFERRAL</b>	
Private Property Sewer Connection Rodding or Repair	33

	<b>Page</b>
<hr/>	
<b>P</b>	
<b>PLAYGROUND IMPROVEMENTS</b>	
680 Franklin Avenue	19
<b>R</b>	
<b>RATES</b>	
2024 Sewer User Charge Rates	104
<b>S</b>	
<b>SEWAGE SLUDGE INCINERATORS</b>	
Discussion	16
<b>SEWER BACKUPS AND STREET FLOODING IN HARTFORD</b>	
Discussion	2
<b>SEWER HOUSE CONNECTION PROGRAM</b>	
Creation of	82
<b>SIGNIFICANT INDUSTRIAL USERS &amp; MISCELLANEOUS INDUSTRIAL USERS</b>	
Outreach to SIUs & MIUs	39
<b>SUPPLEMENTAL ASSESSMENT MODIFICATION</b>	
50 Morgan Street, Hartford	92
<b>T</b>	
<b>TORRES, CALIXTO</b>	
Elected Vice Chairperson	2
<b>V</b>	
<b>VICE CHAIRPERSON, ELECTION OF</b>	
Election of Calixto Torres	2
<b>VICINO, RICHARD</b>	
Moment of Silence in Honor of	1