

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

FOR THE YEAR
2024

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

February 21.....	1
April 10.....	11
April 24.....	16
June 26.....	18
August 21	34
October 23	41
November 18	57

INDEX

Minutes of the Bureau of Public Works	I-1
---	-----

MEMBERSHIP
OF
THE BUREAU OF PUBLIC WORKS
2024

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

JOHN AVEDISIAN

GARY JOHNSON

JOHN BAZZANO

BYROM LESTER

RICHARD BUSH

MAUREEN MAGNAN

WILLIAM A. DIBELLA

DOMINIC PANE

DAVID DRAKE

BHUPEN PATEL

JOHN GALE

PASQUALE SALEMI

JOAN GENTILE

DAVID STEUBER

JAMES HEALY

ALVIN TAYLOR

ALLEN HOFFMAN

CALIXTO TORRES

GEORGIANAN HOLLOWAY

JAMES WOULFE

MINUTES
OF
MEETINGS OF THE BUREAU OF PUBLIC WORKS
HELD IN 2024

**BUREAU OF PUBLIC WORKS
REGULAR MEETING**

555 Main Street, Hartford
Wednesday, February 21, 2024

Present: Commissioners John Bazzano, Richard Bush, William A DiBella, David Drake, John Gale, Joan Gentile, Allen Hoffman, Georgiana Holloway, Byron Lester, Bhupen Patel, Alvin Taylor, Calixto Torres, James Woulfe and District Chairman Donald M Currey (14)

Remote

Attendance: Commissioners James Healy, Gary Johnson, Maureen Magnan, Pasquale J. Salemi and David Steuber (5)

Absent: Commissioners John Avedisian (1)

Also

Present: Commissioner Jackie Gorsky Mandyck
Commissioner Dominic Pane
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
Susan Negrelli, Director of Engineering
Tom Tyler, Director of Facilities
David Rutty, Director of Operations
Robert Schwarm, Director of Information Technology
Michael Curley, Manager of Technical Services
Jason Waterbury, Assistant Manager of Engineering
Jeff King, Construction Manager
Nick Salemi, Communications Administrator
Joe Laliberte, CDM Smith
Carrie Blardo, Assistant to the Chief Executive Officer
Julie Price, Executive Assistant
Jacob Aviles, IT Consultant (Remote Attendance)
Joseph Szerejko, Independent Consumer Advocate (Remote Attendance)

CALL TO ORDER

The meeting was called to order by District Chairman Donald Currey at 4:02 PM

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

Elizabeth Bryden, of West Hartford, spoke on agenda item #9 "Retroactive Reimbursement for Customer Sewer Repairs," summarizing from her submitted written public comments:

Comments for the Bureau of Public Works Meeting related to agenda item # 9 Discussion re: Retroactive Reimbursement for Customer Sewer Repairs

February 21, 2024

Good afternoon,

Thank you for allowing me the opportunity to comment on agenda item #9 regarding retroactive reimbursement for customer sewer repairs. My name is Elizabeth Bryden and I am an MDC customer and home owner in West Hartford.

Having shared my comments on a number of occasions already dating back to April, 2023, I will try to summarize the key points today supporting the retroactive reimbursement for customer sewer repairs, particularly as it relates to my unique situation.

To illustrate my point, I'd like to briefly recap the issue I had 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 basement required 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.

It is important to note that due to the way the sewer pipe was structured, we had absolutely no access as homeowners to this pipe for maintenance or repair, nor was there any agreement in place. However, we were held responsible for pipes that are on someone else's property and to which we had no access or authority over.

In late 2023, the new sewer ordinances were approved. These revised ordinances offer some relief to homeowners should they need to make repairs to the sewer laterals on their own private property. However, they do not currently address the issue of retroactivity and potential reimbursement for repairs that have already been made out of necessity. My unique situation is one that, unfortunately, has not been addressed by the revised ordinances. Had the sewage back up in our house happened just a few months later, it likely would have been covered.

In addition, 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. It is not clear to me why this program allows for reimbursement for some MDC customers and the Sewer House Connection program does not.

Given that this new fund for Hartford residents allows for retroactive reimbursement, I believe the new Sewer House Connection program should also allow for retroactivity to help other MDC customers who have been affected by costly sewer issues and repairs. I would like to again, respectfully request that retroactive reimbursement be allowed within the Sewer House Connection Program, perhaps for the same time period as the

program for homeowners in Hartford, 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 and hope you take them into consideration.

Thank you for your time.

Elizabeth Bryden

120 Sunny Reach Drive

West Hartford, CT

ELECTION OF CHAIRPERSON

District Chairman Donald Currey called for the election of the Chairperson. Commissioner Drake placed Commissioner Allen Hoffman's name in nomination, the nomination was duly seconded.

There being no further nominations, the nominations were closed. Commissioner Hoffman was unanimously elected Chairperson of the Bureau of Public Works for 2024 and 2025. Chairperson Hoffman assumed the Chair and thanked the Bureau of Public Works.

ELECTION OF VICE CHAIRMAN

Chairman Hoffman called for the election of the Vice Chairperson. Commissioner Taylor 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 unanimously elected Vice Chairperson of the Bureau of Public Works for 2024 and 2025.

Commissioner Magnan entered the meeting remotely at 4:10 PM

APPROVAL OF MEETING MINUTES

On motion made by Commissioner DiBella and duly seconded, the meeting minutes of November 8, 2023 were approved. Commissioners Bazzano, Lester and Woulfe abstained.

Commissioner Bush entered the meeting at 4:14 PM

Commissioner Steuber entered the meeting remotely at 4:16 PM

Commissioner Holloway entered the meeting at 4:20 PM

POTENTIAL REAL ESTATE LEASE AT HARTFORD WPCF

To: Bureau of Public Works

February 21, 2024

The Metropolitan District (“MDC”) was recently approached by representatives of Fuel Cell Energy, Inc. (“FCE”) regarding a potential lease of land at the MDC’s 231 Brainard Road property in Hartford, Connecticut (the “231 Brainard Road Property”) for three (3) FCE 3000 carbonate fuel cells (collectively, the “Project”). According to these representatives, the initial site for the Project was 455 Homestead Avenue in Hartford, Connecticut, but this site did not have the capability of providing the natural gas fuel requirements for the Project. Because the Project was approved to serve Eversource in Hartford, the Project needs to be located in Hartford, and the 231 Brainard Road Property has the natural gas fuel requirements (through CNG) to support this Project. Accordingly, FCE is proposing to enter into an Option To Lease Real Property with MDC for the Project on the following terms:

- 1) Triple net lease of approximately 32,000 square feet of land on the 232 Brainard Road Property;
- 2) Initial term of twenty (20) years with four (4) five (5)-year options to extend;
- 3) Base Rent:
Years 1-5: \$10.94/sq. ft. (\$350,080 per year);
Years 6-10: \$11.48/sq. ft. (\$367,360 per year);
Years 11-15: \$12.06/sq. ft. (\$385,920 per year);
Years 16-20: 12.66/sq. ft. (\$405,120 per year); and
- 4) The Base Rent for each five (5)-year option shall be increased by the greater of five percent (5%) or the CPI percentage change.

It is RECOMMENDED that it be:

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

RESOLVED: That the Chief Executive Officer is hereby authorized to execute the Option To Lease Real Property with Fuel Cell Energy, Inc. upon and subject to the above enumerated terms and conditions, and such other terms and conditions that the District Counsel shall deem appropriate and in the best interests of the MDC; **and be it further**

RESOLVED: That no entity shall be entitled to rely on, or otherwise claim any benefit by reason of this resolution should the Chief Executive Officer fail to execute the aforementioned Option To Lease Real Property; it being the intention of the District Board that all approvals and authorizations provided hereby are contingent upon, and only shall be effective on and by means of, the parties executing such Option To Lease Real Property, which are in form and substance, acceptable to the Chief Executive Officer and the District Counsel.

Respectfully submitted,



John S. Mirtle
District Clerk

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

**458 WINDSOR AVE, WILSON PARK
ENCROACHMENT AGREEMENT**

To: Bureau of Public Works for consideration on February 21, 2024

In a letter dated June 27, 2023, and revised November 22, 2023, Mr. Francis J. Vacca, P.E., Senior Project Manager at BSC Group, on behalf of the Town of Windsor, 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 Deckers Brook Trunk Sewer easement or right-of-way, encompassing an existing 15-inch and 12-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 Wilson Park Revitalization Project (the "Project").

The proposed work for the Project entails (i) removal of topsoil, excavation and filling of up to 2.3 feet of fill, (ii) installation of new concrete and bituminous concrete sidewalk and pavers, (iii) installation of a 4-inch sanitary sewer lateral connection to the Sewer, (iv) installation of four electrical and telecom conduits, and (v) adjusting two sanitary manhole frames and covers to grade as shown on the accompanying map (collectively, the "Improvements"). The Sewer was built in 1947 and 1949, and was rehabilitated in 1998.

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 Windsor Land Records.

It is RECOMMENDED that it be

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

RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute an agreement, 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 BSC Group entitled "Wilson Gateway Park, 458 Windsor Avenue (CT-159) in Windsor, Connecticut, Restroom Add Alternate Plan (Alternate #1), October 1, 2023, Prepared for Town of Windsor, 275 Broad Street, Windsor, CT 06095", Sheet L-4.5, 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 Windsor 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,



John S. Mirtle
District Clerk



Engineers
Environmental Scientists
Software Developers
Landscape Architects
Planners
Surveyors

JUNE 27, 2023 (REVISED NOV. 22, 2023)

www.bscgroup.com

Mr. Michael Curley
Manager of Technical Services
The Metropolitan District
555 Main Street, P.O. Box 800
Hartford, CT 06142-080

RE: Wilson Park Revitalization
Windsor Ave.
Windsor CT 06095

Dear Mr. Curley,

On Behalf of the Town of Windsor CT (Town), BSC Group (BSC) would like to request an encroachment permit for construction of various site features, amenities, and utilities associated with the development of a new community park at the former location of the "Drake Street Tot Lot" at the intersection Windsor Ave and Deerfield Road (to the southeast). There is an existing 20 ft. wide MDC Sanitary Sewer Easement which bifurcates the site from west to east, along the historic orientation of Drake Street.

Construction activities within the MDC Easement will include:

- Removal of Topsoil
- Earth excavation and filling within the top 2.3 ft. of elevation in various areas
- Installation of new concrete sidewalk and pavers
- Installation of new bituminous concrete sidewalk
- Trenching and installation of a sewer connection to the sewer within the easement from a proposed restroom facility
- Trenching and installation of one (1) new site lighting conduit and conductors across the MDC easement
- Trenching and installation of one (1) new conduit and conductor for electrical service to a stage area across the MDC easement
- Excavation and installation of one (1) new conduit and wiring for telecommunication service to wi-fi repeater hubs at various Light pole Locations across the MDC Easement
- Excavation and installation of one (1) new conduit and conductor for electrical service to a new irrigation well pump and system across MDC Easement
- Installation of temporary erosion controls during construction
- Installation of light pole bases adjacent to but outside the easement
- Loaming and seeding

BSC attempted to place the conduit crossings as close together in one utility corridor as possible, located to the west of the proposed restroom building.

Long term maintenance activities within the easement will include:

- Mowing and other horticultural practices to maintain turf. Currently, fertilizer and other turf chemicals are not proposed for use
- Sidewalk repair in the future
- Access to light poles to replace bulbs; painting; repair conduits/wiring if necessary

A detailed drawing showing the improvements and the conduit corridor crossing, is included as Attachment 1.



Please consider this a formal request for a permanent encroachment permit to develop and maintain site improvements within the MDC Easement.

Please do not hesitate to contact me with any comments or questions regarding this request.

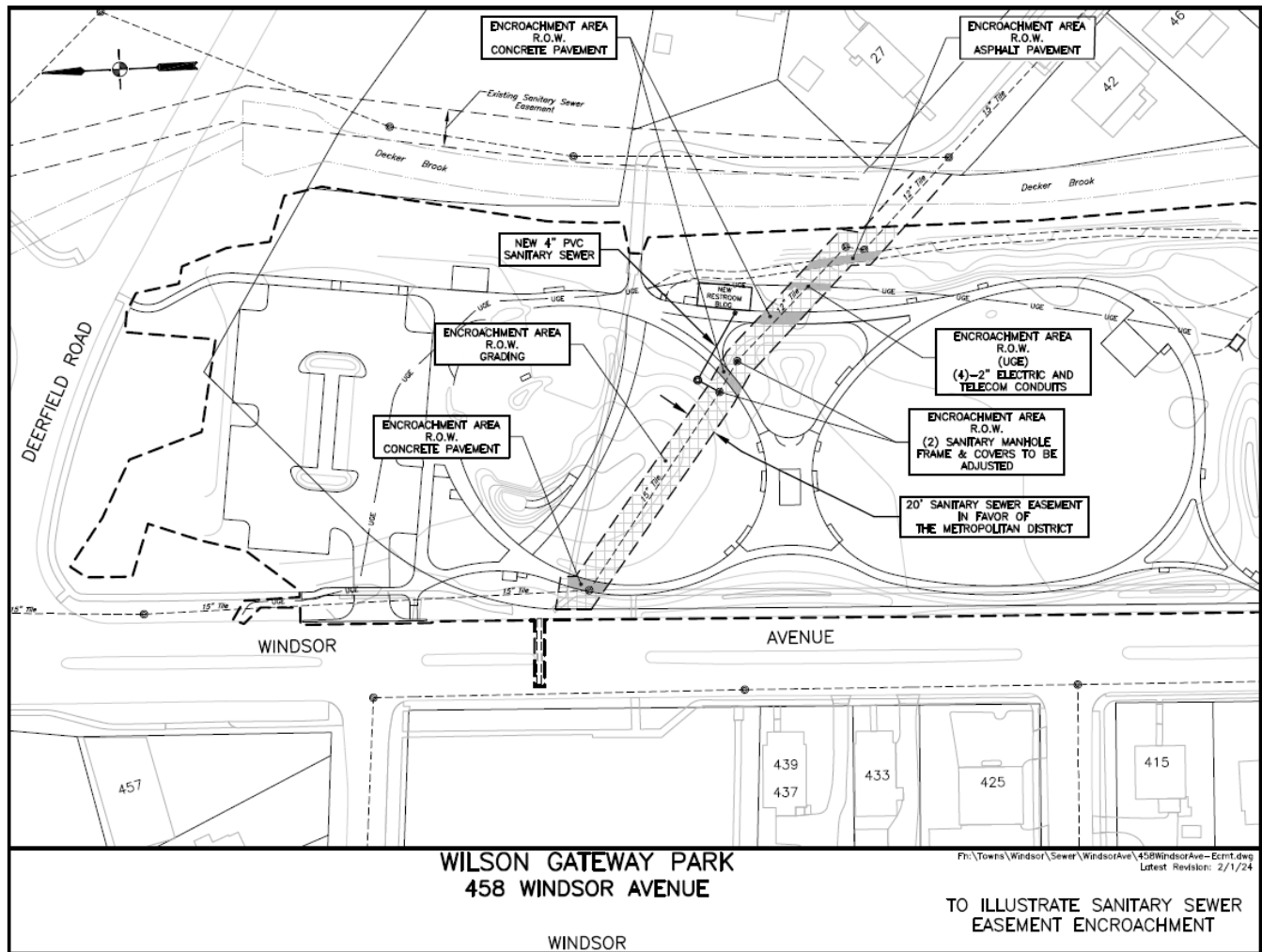
Best Regards,

A handwritten signature in black ink, appearing to read 'Francis J. Vacca'.



Digitally signed by Francis
J. Vacca
Date: 2023.11.22
09:58:16-05'00'

Francis J. Vacca, P.E.
Senior Project Manager



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

INTEGRATED PLAN CONSENT ORDER ANNUAL REPORT PUBLIC MEETING

Jason Waterbury, Assistant Manager of Engineering, and Jeff King, Construction Manager, gave an overview of the upcoming presentation for the March 14, 2024 Integrated Plan Consent Order Annual Public Meeting.

RETROACTIVE REIMBURSEMENT FOR CUSTOMER SEWER REPAIRS

Members of the Bureau of Public Works discussed the potential to retroactively reimburse customers for sewer repairs that would now fall under the MDC Sewer House Connection Program, which was passed by the District Board on July 12, 2023.

District Chairman Currey requested information looking back 6 months, 12 months, 18 months and 24 months, which would show how many properties the MDC knows of that would be included in any retroactive reimbursement for those periods.

Commissioner DiBella moved to table the issue to the next meeting of the Bureau of Public Works. The motion to table passed by unanimous vote of those present

WASTEWATER TESTING

Without objection, Chairman Hoffman postponed agenda item #10 "Wastewater Testing" until a future meeting.

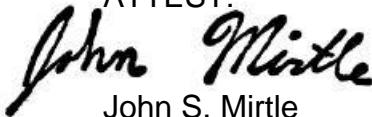
OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

No one from the public appeared to be heard.

ADJOURNMENT

The meeting was adjourned at 5:44 PM

ATTEST:



John S. Mirtle
District Clerk

April 10, 2024
Date of Approval

**BUREAU OF PUBLIC WORKS
SPECIAL MEETING**

555 Main Street, Hartford
Wednesday, April 10, 2024

Present: Commissioners John Avedisian, John Bazzano, William A DiBella, David Drake, Joan Gentile, Allen Hoffman, Georgiana Holloway, Gary Johnson, Byron Lester, Bhupen Patel, Alvin Taylor, James Woulfe and District Chairman Donald M Currey (13)

Remote

Attendance: Commissioners James Healy and David Steuber (2)

Absent: Commissioners Richard Bush, John Gale, Maureen Magnan, Pasquale J. Salemi and Calixto Torres (5)

Also

Present: Commissioner Jackie Gorsky Mandyck (Remote Attendance)
Commissioner Dominic Pane
Scott W. Jellison, Chief Executive Officer
Christopher Stone, District Counsel
John S. Mirtle, District Clerk (Remote Attendance)
Christopher Levesque, Chief Operating Officer
Robert Barron, Chief Financial Officer / Director of Finance
Susan Negrelli, Director of Engineering
Tom Tyler, Director of Facilities
David Rutty, Director of Operations
Robert Schwarm, Director of Information Technology
Michael Curley, Manager of Technical Services
Jennifer Ottalagana, Senior Project Manager
Carrie Blardo, Assistant to the Chief Executive Officer
Victoria Escoriza, Executive Assistant
Jacob Aviles, IT Consultant (Remote Attendance)
Dylan Pecego, IT Consultant (Remote Attendance)

CALL TO ORDER

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

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

Elizabeth Bryden, of West Hartford, spoke on agenda item #6 “Retroactive Reimbursement for Customer Sewer Repairs,” summarizing from her submitted written public comments:

Good afternoon,

My name is Elizabeth Bryden and I am an MDC customer and home owner in West Hartford.

Thank you for allowing me the opportunity to comment on agenda item #6 regarding retroactive reimbursement for customer sewer repairs. I have shared my comments in support of allowing retroactive reimbursement as part of the House Sewer Connection program at several meetings already so I will keep my comments today brief.

As you are aware, I had a sewage back-up into my home in January 2023 and, after a lengthy and complicated process that involved the MDC from the beginning, the situation was resolved at a cost of over \$12,000.

Several months later, the new sewer ordinances were approved, allowing financial relief to homeowners who need to make repairs to the sewer laterals on their property. However, they do not currently address the issue of retroactive reimbursement for repairs that have already been made out of necessity. In my case, had the sewage back up in our house happened just a few months later, it likely would have been covered.

Given that the Sewer House Connection program now provides homeowners with financial support for repairs to their laterals, I believe retroactive reimbursements for repairs should also be allowed for a reasonable time period prior to the implementation of the new program.

In support of this, I would also reference the new Hartford Sewerage System Repair and Improvement Fund which, as I understand it, allows homeowners who have been impacted by damage on or after January 1, 2021 to apply for reimbursement. It is not clear to me why this program allows for reimbursement for some MDC customers and the Sewer House Connection program currently does not. Given that there is precedence for the MDC paying for repairs to homeowners' laterals as well as precedence for retroactive reimbursement for homeowners affected by sewer issues and repairs, I would again advocate that retroactive reimbursement for repairs be allowed under the Sewer House Connection program as well.

I appreciate the opportunity to share my thoughts today and hope you take them into consideration.

Thank you for your time.

Elizabeth Bryden

120 Sunny Reach Drive

West Hartford, CT

Brad Secord, of Hartford spoke on agenda item #6 "Retroactive Reimbursement for Customer Sewer Repairs," summarizing from his submitted written public comments:

To Whom it May Concern:

Much of 2022 and early 2023 we were having chronic problem with our sewer lateral being block by tree roots. The issue required us to have the lateral rooted several times a year. It was recommended by the sewer lateral cleaning company that we replace the lateral.

I approached MDC asking for guidance on lateral replacement and a permit. They offered the possibility of proving a short-term loan to cover the expense of a contractor to complete the sewer lateral replacement. I was also vaguely aware that MDC was going to be doing major infrastructure work on Columbia Street. I was told the plan, scheduled to begin in the Spring of 2023. The stated work included replacing our water main, installing a new fire hydrant and cleaning, and lining the main sewer line. I asked if there was any plan to clean and line the laterals. I was told that they do not provide

upgrades to individual property laterals. Based on what we were told we were left with no option but to move forward and contract with a private contractor to replace our sewer lateral. After soliciting three bids and submitting them to MDC for review we selected a private contractor who quoted us a project price of \$4,785.73. MDC at that time initiated a "Voluntary Sewer Lien" for participation in the District's Sewer Lateral Installation Program. A Lien and contract were signed by us and MDC on February 14, 2023 for a 15 year loan for \$4,785.73 plus interest at 6% annum.

As the Secretary of our Columbia Street Special Services Taxing District, I volunteered to serve as the neighborhood liaison for the Sewer/Water infrastructure project as I had access to an email list for the whole neighborhood. In that capacity I learned that MDC had planned on cleaning and lining all the individual laterals on the street at no cost to the property owners. That disclosure was shocking considering I had asked the question about lateral lining a few months before and told that was not being considered. Obviously if I had known that fact when I contracted for our lateral to be replaced and signed a Voluntary Sewer Lien with MDC I would have waited a few months and had MDC correct my lateral issue at no cost to Judy and me.

At that time, I requested a cancellation and reimbursement for our contract with MDC. It has been almost a year and there has never been a resolution on my request in spite of my regular follow ups on the request. Please note that we have been paying on our commitment for the past 11 months (approximately \$40.00/month). It is now my understanding that the issue of Retroactive Reimbursement is on the agenda for the Bureau of Public Works meeting on February 21 to discuss. I respectfully request that our request for cancelation and reimbursement be considered.

Greg & Judy Secord

Judy Allen, of West Hartford, stated that she has missed out on being able to make comments in the past because she has not been able to unmute herself fast enough. She requested that sufficient time be given to allow people attending remotely to speak up.

Commissioner Woulfe entered the meeting at 4:02 PM

APPROVAL OF MEETING MINUTES

On motion made by Commissioner Drake and duly seconded, the meeting minutes of February 21, 2024 were approved. Commissioner Avedisian abstained.

Commissioner Steuber entered the meeting remotely at 4:28 PM

**BUREAU OF PUBLIC WORKS
1700 ASYLUM AVENUE WEST HARTFORD**

To: Bureau of Public Works

April 10, 2024

It is RECOMMENDED that it be:

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

RESOLVED: In accordance with the Metropolitan District Sewer Ordinances Board of Commissioners hereby authorizes the District Clerk to enter into an Agreement, as approved by District Counsel, by and between The Metropolitan District and Property Owner and/or the Developer of 1700 Asylum Avenue in West Hartford ("Property"), to allow connection to the District's sewer system to allow for mixed use development ("Development"), subject to: 1) the Property Owner and/or Developer reimbursing the District for costs associated with metering various points in and around the Development; and 2) the Property Owner and/or Developer bearing the financial responsibility for any work that may be necessary to remove approximately 67,000 gpd of inflow/infiltration from the area's sewer system by the District or its contractor(s) ("Work"), said Work to include private property separation of sanitary and storm- and groundwater, and if necessary, improvements to increase the capacity of the Town's stormwater system. Costs for the Work will be secured by the Property Owner and/or Developer depositing with the District funds in an amount sufficient to pay the costs for the Work.

Respectfully submitted,



John S. Mirtle, Esq.
District Clerk

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

ARROWHEAD GATEWAY IN HARTFORD

Chief Executive Officer Scott Jellison discussed the Arrowhead Gateway development in Hartford and a potential cost sharing agreement for sewer separation that will be brought to the Bureau at a future meeting.

RETROACTIVE REIMBURSEMENT FOR CUSTOMER SEWER REPAIRS

Commissioner DiBella made motion to refer the agenda item to the District Board. The motion was duly seconded and the item was referred to the District Board by unanimous vote of those present.

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

Judy Allen, of West Hartford, questioned that if the property in West Hartford (1700 Asylum Ave) does not get approved by the town, are the residents out of luck.

ADJOURNMENT

The meeting was adjourned at 5:44 PM

ATTEST:



John S. Mirtle
District Clerk

April 24, 2024

Date of Approval

**BUREAU OF PUBLIC WORKS
REGULAR MEETING**

555 Main Street, Hartford
Wednesday, April 24, 2024

Present: Commissioners John Bazzano, William A DiBella, David Drake, John Gale, Joan Gentile, Allen Hoffman, Georgiana Holloway, Bhupen Patel, Alvin Taylor and James Woulfe (10)

Remote

Attendance: Commissioners James Healy, Byron Lester, Maureen Magnan and District Chairman Donald M Currey (4)

Absent: Commissioners John Avedisian, Richard Bush, Gary Johnson, Pasquale J. Salemi, David Steuber and Calixto Torres (6)

Also

Present: Commissioner Jackie Gorsky Mandyck
Commissioner Dominic Pane
Scott W. Jellison, Chief Executive Officer
Christopher Stone, District Counsel (Remote Attendance)
John S. Mirtle, District Clerk
Kelly Shane, Chief Administrative Officer
Robert Barron, Chief Financial Officer
Susan Negrelli, Director of Engineering
Tom Tyler, Director of Facilities
David Rutty, Director of Operations
Robert Schwarm, Director of Information Technology (Remote Attendance)
Michael Curley, Manager of Technical Services
Jason Waterbury, Assistant Manager of Engineering Services
Julie Price, Executive Assistant
Jacob Aviles, IT Consultant (Remote Attendance)

CALL TO ORDER

The meeting was called to order by Chairman Hoffman at 4:02 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 Drake and duly seconded, the meeting minutes of April 10, 2024 were approved.

Commissioner Woulfe entered the meeting at 4:07 PM.

ARROWHEAD GATEWAY DEVELOPMENT IN HARTFORD

Jason Waterbury, Assistant Manager of Engineering, gave an overview of the Arrowhead Gateway Development in Hartford.

WINDSOR LOCKS SEWER AGREEMENT

District Clerk John Mirtle and Chief Executive Officer Scott Jellison briefed the Bureau on the Windsor Locks Sewer Agreement that will be brought to the Bureau of Public Works in the near future.

No action was taken.

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

No one from the public appeared to be heard.

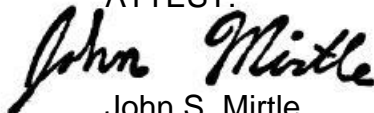
COMMISSIONER REQUESTS FOR FUTURE AGENDA ITEMS

Commissioner Gale pointed out that Commissioner Mandyck had requested earlier in the meeting that the Connecticut Department of Transportation be brought into a Bureau of Public Works, Strategic Planning, or District Board meeting to present on the Greater Hartford mobility study, specifically their short- and mid-term projects that could potentially impact timelines of District projects.

ADJOURNMENT

The meeting was adjourned at 4:50 PM

ATTEST:



John S. Mirtle
District Clerk

June 26, 2024

Date of Approval

**BUREAU OF PUBLIC WORKS
REGULAR MEETING**

555 Main Street, Hartford
Wednesday, June 26, 2024

Present: Commissioners John Avedisian, William A DiBella, John Gale, Allen Hoffman, Georgiana Holloway, Gary Johnson, Alvin Taylor, Calixto Torres and District Chairman Donald M. Currey (9)

Remote

Attendance: Commissioners James Healy, Maureen Magnan, Bhupen Patel and David Steuber (4)

Absent: Commissioners John Bazzano, Richard Bush, David Drake, Joan Gentile, Byron Lester, Pasquale J. Salemi and James Woulfe (7)

Also

Present: Commissioner Jackie Gorsky Mandyck
Scott W. Jellison, Chief Executive Officer
Christopher Stone, District Counsel
John S. Mirtle, District Clerk
Kelly Shane, Chief Administrative Officer
Tom Tyler, Director of Facilities
David Rutty, Director of Operations
Robert Schwarm, Director of Information Technology (Remote Attendance)
Michael Curley, Manager of Technical Services
Jennifer Ottalagana, Senior Project Manager
Nick Salemi, Communications Administrator
Carrie Blardo, Assistant to the Chief Executive Officer
Victoria Escoriza, Executive Assistant
Jacob Aviles, IT Consultant (Remote Attendance)
Matthew McAuliffe, IT Consultant (Remote Attendance)

CALL TO ORDER

The meeting was called to order by Chairman Hoffman at 4:06 PM

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MEETING MINUTES

On motion made by Commissioner DiBella and duly seconded, the meeting minutes of April 24, 2024 were approved.

**BUREAU OF PUBLIC WORKS
CLOVER STREET PARK, WINDSOR ENCROACHMENT AGREEMENT**

To: Bureau of Public Works for consideration on June 26, 2024

In a letter dated April 19, 2024, Mr. Robert S. Newton, P.E., Senior Project Manager at BSC Group, on behalf of the Town of Windsor, 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 Deckers Brook Trunk Sewer easement or right-of-way, encompassing an existing 15-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 Clover Street Park Revitalization Project (the "Project").

The proposed work for the Project entails (i) removal of topsoil, filling of up to 2 feet of fill, with loaming and seeding, (ii) installation of new cricket pitch, (iii) installation of new 3-inch underdrainage system, (iv) installation of new 12-inch drainage piping and catch basins, and (v) removal of existing and installation of new bituminous driveway and parking as shown on the accompanying map (collectively, the "Improvements"). The Sewer was built in 1956 under Contract 56-3, and was rehabilitated in 2010 under Contract 2008-63.

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 Windsor Land Records.

It is **RECOMMENDED** that it be

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

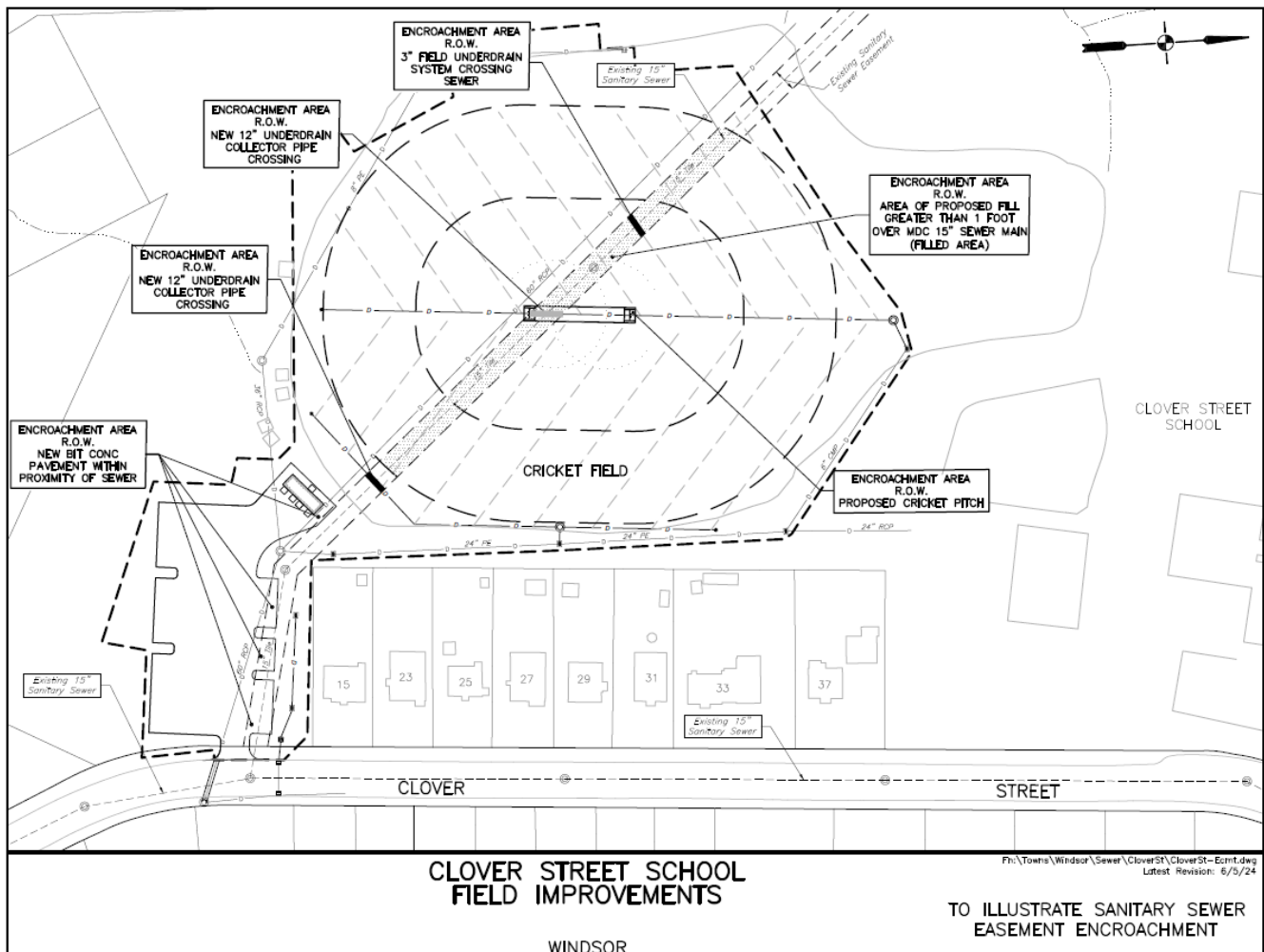
RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute an agreement, with the above conditions and subject to approval of form by District Counsel, granting permission to Owner to encroach upon the existing 20-foot sanitary sewer easement situated on the Property in order to: (i) perform the work for the Improvements in connection with the Project as shown on the plan submitted by BSC Group entitled "Clover Street School Field Improvements, Clover Street in Windsor, Connecticut (Hartford County), Proposed Improvements Near MDC Sewer, April 19, 2024, Prepared for Town of Windsor, 275 Broad

Street, Windsor, CT 06095", Sheet MDC, 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 Windsor 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,

John Mirtle

John S. Mirtle
District Clerk





Engineers
Environmental Scientists
Software Developers
Landscape Architects
Planners
Surveyors

APRIP 19, 2024

www.bscgroup.com

Mr. Michael Curley
Manager of Technical Services
The Metropolitan District
555 Main Street, P.O. Box 800
Hartford, CT 06142-080

RE: Clover Street Park Revitalization
Clover Street
Windsor CT 06095

Dear Mr. Curley,

On behalf of the Town of Windsor CT (Town), BSC Group (BSC) would like to request an encroachment permit for the reconstruction of a cricket oval for the community at Clover Street Park. There is a 15" MDC Sanitary Sewer (Deckers Brook Trunkline) that is located across the field from west to east (from I-91 – Clover Street). No record of an easement in favor of the MDC has been found on town records.

The proposed improvements to the existing cricket field include the importing of well-draining material, installation of an underdrain system, improvements to the pitch, additional parking, and the replacement of the restroom facility.

Construction activities within 20' of the MDC trunkline will include:

- Removal of Topsoil
- Earthwork inclusive of importing fill (1-2 feet within the area of trunkline)
- Installation of new cricket pitch
- Installation of new underdrainage system.
- Installation of new drainage piping and catch basins.
- Removal of existing driveway
- Installation of new bituminous driveway and associated parking.
- Installation of temporary erosion controls during construction
- Loaming and seeding

Long-term maintenance activities within the easement will include:

- Mowing and other horticultural practices to maintain turf. Currently, fertilizer and other turf chemicals are not proposed for use.

A detailed drawing showing the improvements is included in Attachment 1.

Please consider this a formal request for a permanent encroachment permit to develop and maintain site improvements within the vicinity of the MDC sanitary sewer trunk line. Please do not hesitate to contact me with any comments or questions regarding this request.

Best Regards,

Robert S. Newton, P.E.
Senior Project Manager

encl: Topographic Survey; Grading Drainage and Utility Plan
CC: Frank Vacca – BSC; Suzanne Choate – Town of Windsor

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

**BUREAU OF PUBLIC WORKS
923 WINDSOR AVENUE, WINDSOR ENCROACHMENT AGREEMENT**

To: Bureau of Public Works for consideration on June 26, 2024

In a letter dated July 20, 2023, Gregory Robertson ("Owner") current owner of the above-referenced property (the "Property"), has requested permission from The Metropolitan District ("MDC" or "District") to encroach on the MDC's existing twenty-foot-wide (20') sewer easement situated on the Property (the "Easement") for the purpose of installing a gas service line for 11 Woody Brook Road, Windsor. Both properties, 923 Windsor Avenue and 11 Woody Brook Road, are owned by Gregory Robertson and abut each other, as shown on the attached map (the "Map").

The proposed work entails installing a ¾-inch gas service line through the property of 923 Windsor Avenue to serve the property located at 11 Woody Brook Road within the Easement as shown on the Map (the "Improvements"). The proposed line will be installed approximately 3-feet deep with minimal earthwork above the MDC's existing eight-inch (8") styrene plastic sanitary sewer and its appurtenances situated within the Easement (collectively, the "Sewer") with a minimum of two- and one-half feet (2.5') of vertical clearance between this Sewer and such line, and the grades will not change. Eversource will require a fifteen-foot-wide (15') easement (centered on this line) which will overlap perpendicularly with the Easement (the "Eversource Easement"). The Sewer was built in 1964 and the Easement was acquired by the MDC through the Layout for Sanitary Sewers in Private Lands West of Windsor Avenue, Windsor, Near Scarborough Road and Woodybrook Road, Certificate of Certain Rights Acquired for Proposed Sewer, Bureau of Public Works, Volume 196, Page 546.

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. 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.

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 Windsor Land Records.

It is **RECOMMENDED** that it be

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

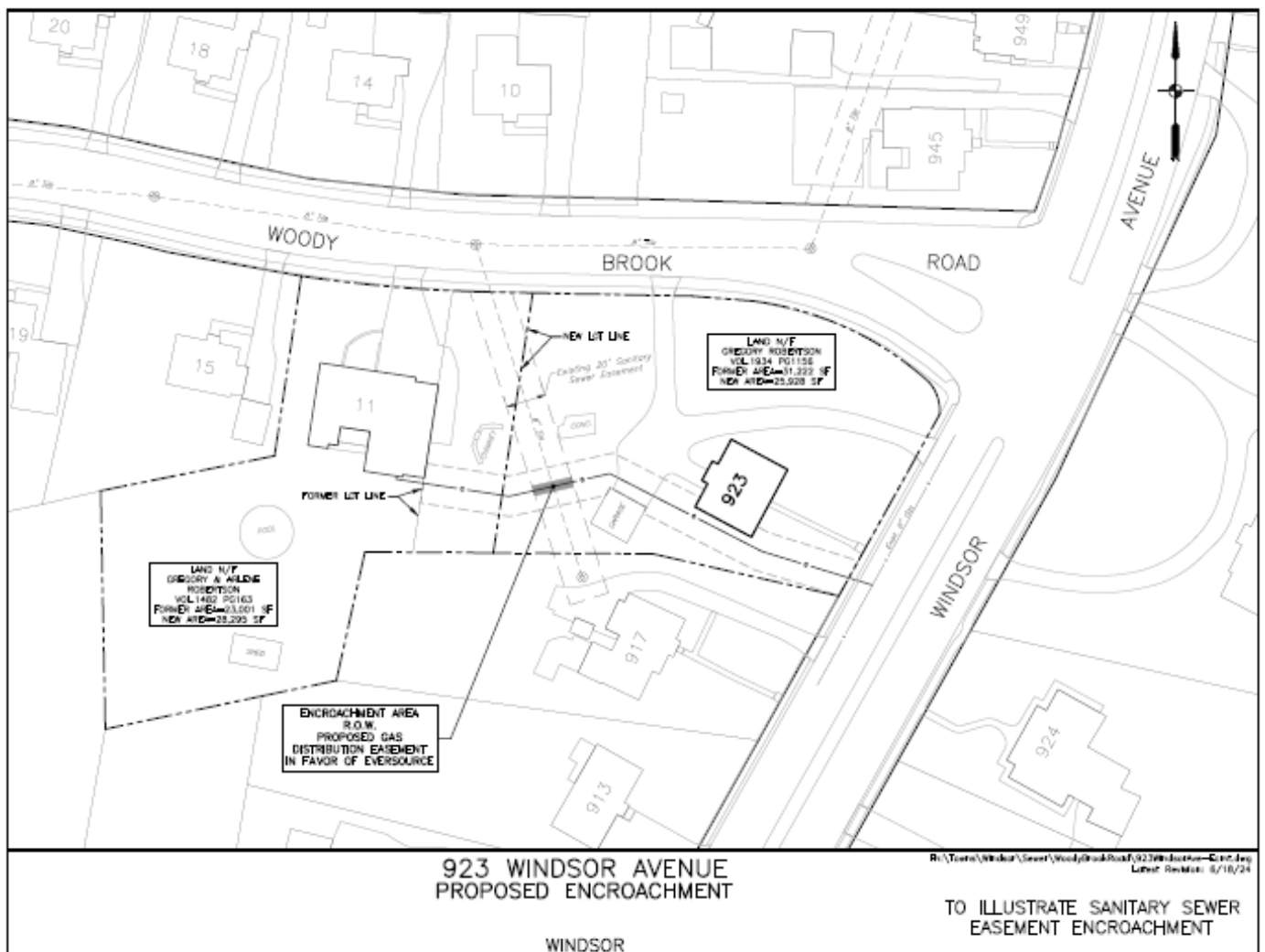
RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute an agreement, with the above conditions and subject to approval of form by District Counsel, granting permission to Owner to encroach upon the existing 20-foot sanitary sewer easement situated on the Property in order to: (i) perform the work for the Improvements in connection with the Project as shown on the plan submitted by Gregory Robertson entitled "Property/Lot Line Revision Prepared for Gregory Robertson, Windsor Avenue & Woody Brook Road, Windsor, Connecticut, Scale: 1" = 30', Date: 10/31/2022, Drawn By: MLE, Checked By: JEJ, Jones Engineering LLC, Civil Engineering & Land Surveying, 962 Savage Street, P.O. Box 249, Southington, CT 06489", Sheet Number 1 of 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 Windsor 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,

John Mirtle

John S. Mirtle
District Clerk



July 20, 2023

Mr. Michael Curley, Manager of Technical Services
The Metropolitan District
Engineering & Planning
555 Main Street Hartford, CT 06103

RE: 923 Windsor Ave. Windsor (Easement)

Easement Encroachment Permit Request

Good day MDC's Engineering team,

I would like to request an Easement Encroachment Permit for the above-mentioned property. We are currently clearing an easement with EverSource Gas, to install a gas service through the property of 923 Windsor Ave. Windsor, CT. 06095. The purpose of the request is to service an adjacent property, which is located at 11 Woody Brook Rd, rear of 923 Windsor Ave. The existing gas main is located within Windsor Ave., (route 159). The EverSource gas construction team surveyed the site and determined a gas service can be provided to serve 11 Woody Brook Rd., by way of the rear of both properties. The existing MDC main sewer easement in the rear of 923 Windsor Ave. runs from Woody Brook Rd to the property next door which is 919 Windsor Ave. The main sewer services the two **(2)** Windsor Ave properties, 919 & 923 only. The construction activities within the MDC easement will consist of installing a $\frac{3}{4}$ " gas service line, approximately 3' deep within an approximate 6' section of the MDC easement in the rear of 923 Windsor Ave. EverSource gas construction team will perform the installation and restoration of the site, back to its original position.

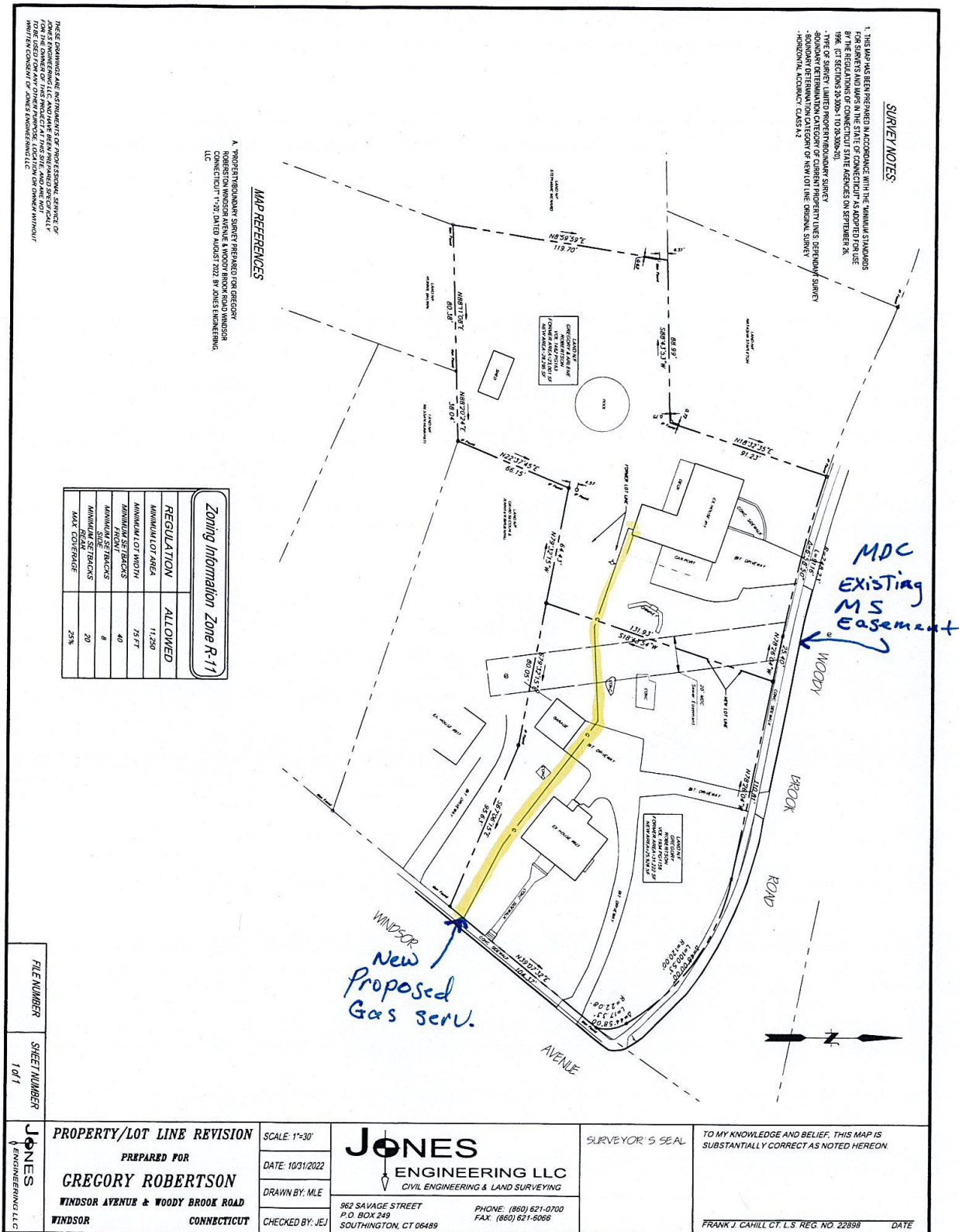
A sketch of the property and proposed work site is attached.

Please consider this a formal request for a permanent encroachment permit to install a gas service line within the MDC easement.

Respectfully,



Gregory Robertson, (properties owner)
11 Woody Brook Rd, Windsor CT 06095
Cell: 860-471-1507
email: Gcowboys62@gmail.com



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

Commissioner Patel entered the meeting remotely at 4:19 PM

**BUREAU OF PUBLIC WORKS
2180 BERLIN TURNPIKE, WETHERSFIELD ENCROACHMENT AGREEMENT**

To: Bureau of Public Works for consideration on June 26, 2024

In a letter dated January 25, 2024, Jason Montagno, P.E., of Solli Engineering, on behalf of Stack-N-Stor Wethersfield LLC, ("Owner") owner of the above-referenced property (the "Property"), has requested permission from The Metropolitan District ("MDC" or "District") to encroach on the MDC's existing twenty-foot-wide (20') sewer easement situated on the Property (the "Easement") for the purpose of constructing and installing site improvements for and in connection with a proposed self-storage development project, as shown on the attached map (the "Map").

The proposed work for the Project entails (i) removal of topsoil, installation of fill varying from 3 feet to 11 feet, (ii) installation of curbing and guardrail, (iii) installation of electrical, telecom and cable conduits, (iv) installation of new natural gas service, (v) installation of water services and sanitary sewer lateral, (vi) installation of new 18" HDPE drainage piping, and (vii) installation of new bituminous driveway and parking as shown on the accompanying map (collectively, the "Improvements"). The eight-inch (8") PVC sanitary sewer and its appurtenances situated within the Easement (collectively, the "Sewer") was built in 1985 and the Easement acquired by the MDC through Contract 85-55 known as "Berlin Turnpike North of Prospect St. #2, Newington-Wethersfield".

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 Newington/Wethersfield Land Records.

It is **RECOMMENDED** that it be

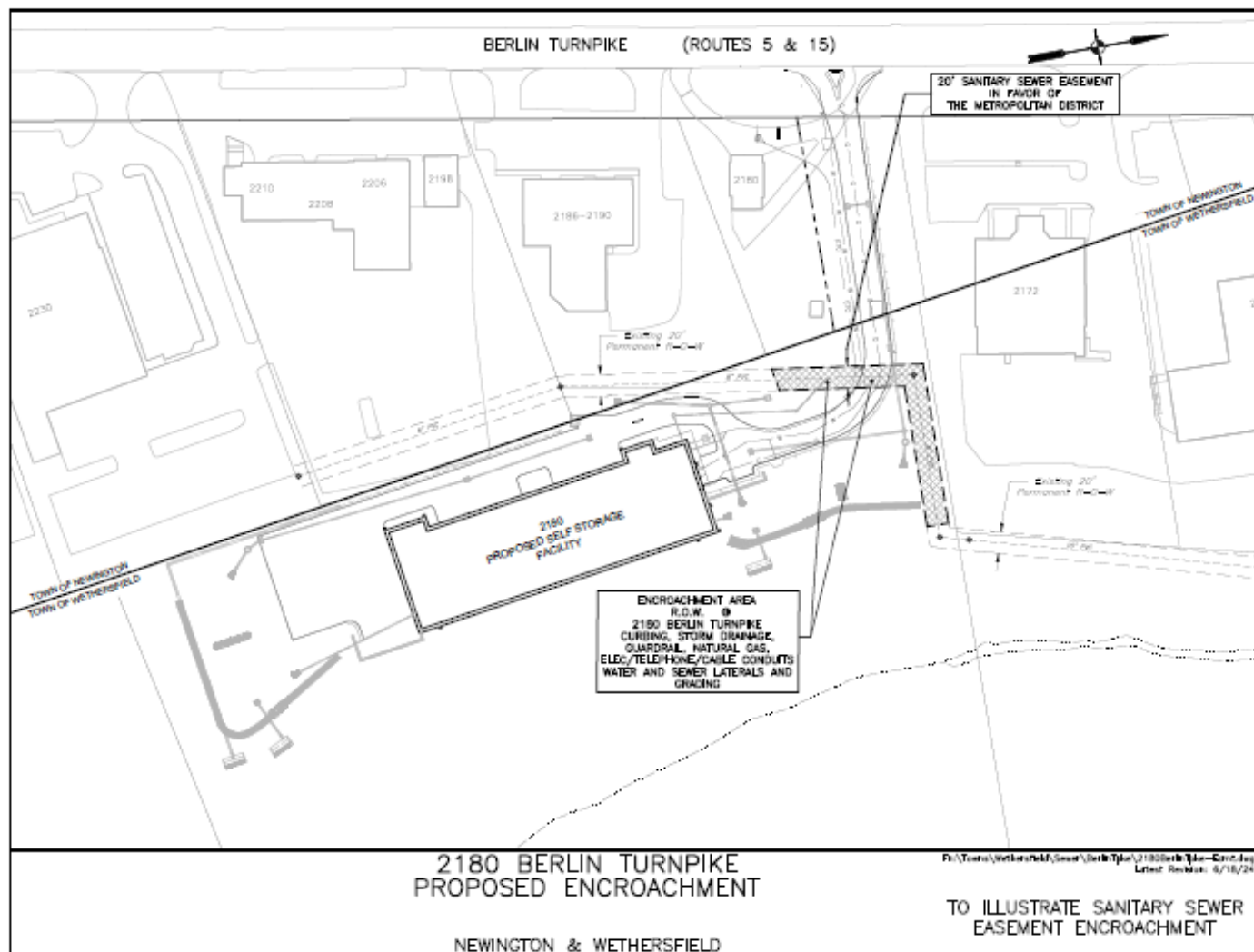
VOTED: That the Bureau of Public Works recommends to the District Board passage of the following resolution:

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 Solli Engineering entitled "Stack-N-Stor, 2176 & 2180 Berlin Turnpike, Newington/Wethersfield, CT, Utility Plan" Rev. #3 Date 01/25/24, Final Filing, Sheet #2.51, 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 Newington/Wethersfield 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,

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

John S. Mirtle
District Clerk





January 25, 2024

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

**RE: Encroachment Permit Request
2176 & 2180 Berlin Turnpike
Newington/Wethersfield, Connecticut
Solli Project Number: 22104401**

Dear Mr. Curley,

On behalf of the Applicant, Stack-N-Stor Wethersfield LLC, please except this request for an encroachment permit for the proposed self-storage facility located at 2176 & 2180 Berlin Turnpike in Newington/Wethersfield, CT. The project features the construction of an 84,920± SF self-storage facility, 5,000± SF of outdoor storage and associated site improvements, grading and drainage, utility work, landscaping, and lighting. The proposed project is located on approximately 11.40 acres of land east of the Berlin Turnpike and south of Lifeway Church. The portion of the project that will require an encroachment permit from The MDC is located at the northwestern corner of the site. The development is anticipated to begin construction in the spring of 2024.

Construction activities within the MDC Easement include:

- Clearing & grubbing
- Earth moving (excavation & fill)
- Installation of utility and stormwater system infrastructure
- Installation of bituminous concrete roadway and curbing

Detailed plans for all proposed construction within the MDC easement are enclosed with this letter. Please accept this letter as a formal request for a permanent encroachment permit. If you have any comments or questions, please provide them at your earliest convenience. We look forward to working with you on the application.

Respectfully,

Solli Engineering, LLC

A handwritten signature in black ink, appearing to read 'J. Montagno', written over a horizontal line.

Jason Montagno, P.E.
Senior Project Engineer

501 Main Street, Suite 2A
Monroe, CT 06468
Office: (203) 880-5455

www.SolliEngineering.com

11 Vanderbilt Avenue, Suite 240
Norwood, MA 02062
Office: (781) 352-8491

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

MEMORANDUM OF UNDERSTANDING WITH CITY OF HARTFORD RE: MS4 PERMIT

Chief Executive Officer Scott Jellison and District Counsel Christopher Stone provided an update on a Memorandum of Understanding with the City of Hartford regarding the MS4 Permit

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

No one from the public appeared to be heard.

COMMISSIONER REQUESTS FOR FUTURE AGENDA ITEMS

Commissioner Mandyck requested an update on the North Branch Park River

ADJOURNMENT

The meeting was adjourned at 4:59 PM

ATTEST:



John S. Mirtle
District Clerk

August 21, 2024

Date of Approval

**BUREAU OF PUBLIC WORKS
REGULAR MEETING**

555 Main Street, Hartford
Wednesday, August 21, 2024

Present: Commissioners John Avedisian, John Bazzano, William A DiBella, David Drake, John Gale, Joan Gentile, Allen Hoffman, Gary Johnson, Byron Lester, Bhupen Patel, Alvin Taylor, James Woulfe and District Chairman Donald M. Currey (13)

Remote

Attendance: Commissioners Richard Bush, Pasquale J. Salemi and David Steuber (3)

Absent: Commissioners James Healy, Georgiana Holloway, Maureen Magnan and Calixto Torres (4)

Also

Present: Commissioner Jackie Gorsky Mandyck
Commissioner Dominic Pane
Scott W. Jellison, Chief Executive Officer
Christopher Stone, District Counsel
John S. Mirtle, District Clerk
Kelly Shane, Chief Administrative Officer
Tom Tyler, Director of Facilities
Michael Curley, Manager of Technical Services
Jennifer Ottalagana, Senior Project Manager
Nick Salemi, Communications Administrator
Carrie Blardo, Assistant to the Chief Executive Officer (Remote Attendance)
Victoria Escoriza, Executive Assistant
Jacob Aviles, IT Consultant (Remote Attendance)
Joe Laliberte, CDM Smith
Emily McCarron, CDM Smith
Nicole Deraleau, CDM Smith

CALL TO ORDER

The meeting was called to order by Chairman Hoffman at 4:02 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 DiBella and duly seconded, the meeting minutes of June 26, 2024 were approved.

Commissioner Johnson entered the meeting at 4:05 PM

Commissioner Steuber entered the meeting remotely at 4:06 PM

Commissioner Woulfe entered the meeting at 4:08 PM

NORTH BRANCH PARK RIVER STUDY

Joe Laliberte, Emily McCarron and Nicole Deraleau of CDM Smith gave a presentation regarding the North Branch Park River Study.

Commissioner Bush entered the meeting remotely at 4:15 PM

UPDATE ON DURHAM STREET PROJECT

Nick Salemi, Communications Administrator, gave a presentation on the Durham Street Project



Durham Street Sewer Separation Project

MDC

Project Overview

The Durham Street Sewer Separation Project construction began in July 2023, with on-call contracting process and included the installation of new storm drains and stub connections, along with the lining of sewer mains and installing new manholes and catch basins. The project was completed in July 2024 (a year and a half ahead of schedule) and is part of MDC's Integrated Plan with CT DEEP, an effort to improve the efficiency and reliability of the sewer system in the area.

Private Property Work

Sewer Backup Prevention: Installation of backwater valves, check valves, and sump pump

Sewer Inflow Separation: Lining sewer laterals and adding gutters and yard drains to manage water flow and prevent sewer system overload.

Project Outreach

Project outreach by MDC staff and contractors was key to keeping residents informed throughout the construction process for both public right of way and private property improvements. This constant communication was important not just for the construction improvements but also the restoration of the road, sidewalks, lawns and tree planting.

Work Completed

- 1234 feet of main line sewer lined
- 21 sewer laterals/private house connections lined
- 1401 feet of main line storm installed
- 730 feet of new water main installed
- 16 new water services installed
- 21 basement assessments completed
- 18 backwater valves installed
- 16 private property storm laterals installed

Key Statistics:

- \$1.9M in sewer improvements
- \$276K additional water main improvements
- 38% of workforce hours were Hartford residents

Visuals: The slide includes a background image of a residential street with houses and trees. A central image shows construction workers in safety gear working on a trench. A bottom right image shows a completed street with a white car parked on the side.

**BAKER HOLLOW ROAD, WINDSOR
DEVELOPER'S PERMIT AGREEMENT AND REQUEST FOR
REIMBURSEMENT AGREEMENT**

To: Bureau of Public Works

August 21, 2024

On December 19, 2022, The Metropolitan District received an application from the town of Windsor, through its Town Engineer, Robert Jarvis, P.E., requesting permission for the Town, acting as the Developer, to construct, at its expense under a Developer's Permit-Agreement, approximately 1,626 feet of 10-inch sanitary sewer, manholes and laterals in a portion of Baker Hollow Road, from 105 Baker Hollow Road east to Marshal Phelps Road. The sewer is being constructed as part of the Baker Hollow Road Reconstruction Project, in part to promote commercial, business and industrial development along that portion of Baker Hollow Road.

By virtue of this proposed sanitary sewer passing by property of others, a public hearing or waivers for a public hearing were required under Section S1d of the District's Sewer Ordinances. The waivers were received from the three affected property owners on June 5, 2023.

The Developer, the Town of Windsor, has requested reimbursement of the MDC's linear foot frontage charge (presently, \$110.50 per linear foot of frontage, but subject to change) collected by the District for future connections to the Town-built sewer by other property owners along Baker Hollow Road, as provided for in Section S7n of the District's Sewer Ordinances. The reimbursement only applies to connections over the next ten years, and the aggregate reimbursement amount will not exceed the certified cost of construction of said sanitary sewer and appurtenances, as confirmed by affidavit submitted by the Town of Windsor.

The Bureau of Public Works has in the past granted member towns permission to construct sanitary sewers in targeted areas to promote development, and in conjunction therewith, has granted to said towns reimbursement for its costs in accordance with Ordinance (S7n), thus providing the towns with a method of recovering a portion of their construction costs for the sanitary sewer installation.

After consideration of the above, it is RECOMMENDED that it be

Voted: That permission be granted to the Town of Windsor to construct, under a Developer's Permit Agreement, approximately 1,626 feet of 10-inch sanitary sewer and appurtenances in a portion of Baker Hollow Road, in accordance with plans approved by the Director of Engineering and Planning, which sanitary sewer and appurtenances are to be incorporated into the public sewer system when accepted by the Metropolitan District, provided that, prior to construction, as has been allowed in the past with other member towns developing sewers, no payment for outlet charges will be declared due and payable prior to construction of said sewer; however, all lands abutting the said sewer be subject to monetary charges in effect at the time of development or connection; and that the Developer has eleven months from the date of the Bureau action to enter into and execute the Developer's Permit- Agreement.

That, pursuant to Section S7n of the District's Sewer Ordinances, the Developer's Permit-Agreement shall provide for reimbursement from the District to the Developer for a ten (10) year period of the frontage charge component of any connection charges collected, on land directly connected to this proposed sanitary sewer, and reimbursable under said above- referenced Ordinance. Said frontage charge component shall be computed at the rates in effect at the time a connection charge agreement is executed.

John Mirtle
John S. Mirtle, Esq.
District Clerk



**ENCROACHMENT AGREEMENT
WILSON PARK, WINDSOR**

To: Bureau of Public Works

August 21, 2024

On August 7, 2024, Suzanne Choate, P.E., Town Engineer of the Town of Windsor ("Owner"), 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 20-foot-wide Deckers Brook Trunk Sewer easement or right-of-way, encompassing an existing 15-inch and 12-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 Wilson Park Revitalization Project (the "Project"). This encroachment was previously approved by the BPW at a meeting held on March 4, 2024, 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 include the installation of an additional electrical conduit within the District's ROW.

The proposed new work for the Project entails the installation of one (1) additional (4) four-inch electrical conduit as shown on the accompanying map (collectively, the "Improvements"). The Sewer was built in 1947 and 1949, and was rehabilitated in 1998.

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.

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 Windsor Land Records.

It is RECOMMENDED that it be

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

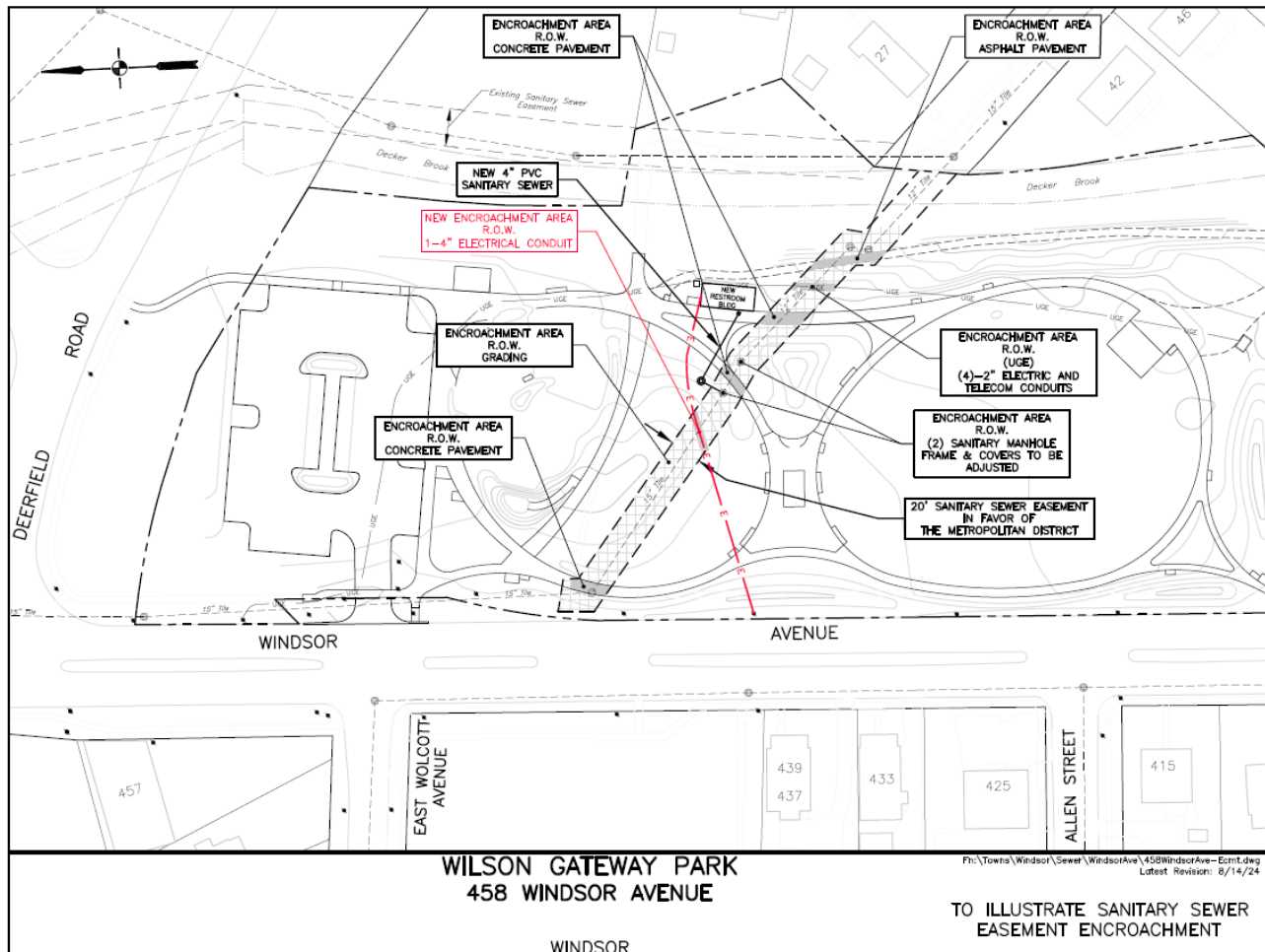
RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute an agreement, subject to: (i) all the terms and conditions for the Improvements in the Prior Approval, which terms and conditions are hereby incorporated into and made a part of this resolution, as well as: (ii) approval of form and content by District Counsel, granting permission to 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 BSC Group entitled "Wilson Gateway Park, 458 Windsor Avenue (CT-159) in Windsor, Connecticut, Restroom Add Alternate Plan (Alternate #1), October 1, 2023, Prepared for Town of Windsor, 275 Broad Street, Windsor, CT 06095", Sheet L-4.5, and the plan submitted by Eversource dated 7/29/2024, "Address: 458 Windsor Ave, WO# 18041424, Town: Windsor, Sheet: 1 of 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 and be indemnified

from any claims from the present and in the following years as a result of any encroachment authorized hereby, (b) Owner shall obtain all required approvals and 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 Windsor 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,

John Mirtle

John S. Mirtle, Esq.
District Clerk



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

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

Judy Allen, West Hartford Resident, stated that projects should be forward looking. She read a recent Hartford Courant article aloud stating that more sudden and intense rains are overwhelming drains. She would like to see MDC work collaboratively with organizations such as CT Institute for Resilience & Climate Adaptation. She also stated that the real force behind the North Hartford projects was the general public and businesses.

COMMISSIONER REQUESTS FOR FUTURE AGENDA ITEMS

District Chairman Currey inquired which towns were present and virtual at the meeting, and asked those in attendance to state their attendance for the record.

Commissioner Patel stated that there was previous discussion about creating a regional entity and would like to revisit the topic.

ADJOURNMENT

The meeting was adjourned at 5:32 PM

ATTEST:



John S. Mirtle
District Clerk

October 23, 2024

Date of Approval

**BUREAU OF PUBLIC WORKS
REGULAR MEETING**

555 Main Street, Hartford
Wednesday, October 23, 2024

Present: Commissioners John Avedisian, William A DiBella, David Drake, John Gale, Joan Gentile, Allen Hoffman, Georgiana Holloway, Byron Lester, Bhupen Patel, Pasquale J. Salemi, Alvin Taylor, Calixto Torres and District Chairman Donald M. Currey (13)

Remote

Attendance: Commissioners Gary Johnson, Maureen Magnan and David Steuber (3)

Absent: Commissioners John Bazzano, Richard Bush, James Healy and James Woulfe (4)

Also

Present: Commissioner Jackie Gorsky Mandyck
Scott W. Jellison, Chief Executive Officer
Christopher Stone, District Counsel
John S. Mirtle, District Clerk
Kelly Shane, Chief Administrative Officer
Robert Barron, Chief Financial officer
Jamie Harlow, Director of Human Resources (Remote Attendance)
Susan Negrelli, Director of Engineering
David Rutt, Director of Operations
Robert Schwarm, Director of Information Systems (Remote Attendance)
Michael Mohr, Controller (Remote Attendance)
Michael Curley, Manager of Technical Services
Jennifer Ottalagana, Senior Project Manager
Jason Bretemps, Utility Maintenance Superintendent
Craig Scott, Manager of EH&S
Jessica Coelho, Senior Project Manager
Carrie Blardo, Assistant to the Chief Executive Officer (Remote Attendance)
Julie Price, Executive Assistant
Jacob Aviles, IT Consultant (Remote Attendance)

CALL TO ORDER

The meeting was called to order by Chairman Hoffman at 4:06 PM

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MEETING MINUTES

On motion made by Commissioner DiBella and duly seconded, the meeting minutes of August 21, 2024 were approved.

Commissioner Holloway entered the meeting remotely at 4:13 PM

2025 BILLING FOR MISCELLANEOUS SEWER RATES & CHARGES

Craig Scott, Manager of EH&S, discussed Miscellaneous Industrial User (MIU) and Significant Industrial User (SIU) related charges for 2025. Jason Bretemps, Utility Maintenance Superintendent, and Kelly Shane, Chief Administrative Officer, discussed the sewer-only customer service charge. Kelly Shane also presented a few proposed rate changes for 2025.

**BUREAU OF PUBLIC WORKS
WINDSOR LOCKS SEWER SERVICE AGREEMENT**

To: Bureau of Public Works

October 23, 2024

The District and the State of Connecticut, Department of Transportation ("State") entered into an agreement on August 27, 1984, that the District would, for an applicable fee, provide the treatment and disposal of sewage and industrial wastewaters flowing from the State's sewerage system at Bradley International Airport to the Poquonock WPCF. The Bradley International Airport sewer system includes upstream connections from Collins Aerospace (formerly "UTC Aerospace Systems" and formerly "Hamilton Sunstrand").

In December of 2021, SL Windsor Locks LLC, bought two (2) parcels from Collins Aerospace for future development: Lot #4 measuring 26.29 acres in size with an address of 30 Hamilton Road in Windsor Locks, and Lot #5 measuring 13.4 acres in size with an address of 41 Hamilton Road. The Town of Windsor Locks' sewer system does not currently serve Lot #4 and Lot #5 and the Town does not plan to serve the geographic area with sewers in the near future. SL Windsor Locks LLC requested to connect to the MDC's 24-inch sewer in Rainbow Road in the Town of Windsor via sewers built under a Developer's Permit Agreement with the construction of 1400 linear feet of eight-inch (8") diameter PVC sanitary main line sewers, complete with manholes, sewer laterals to property or easement boundary lines, and structures for future sewage meters in accordance with the MDC and Town sewer ordinances, requirements and specifications

The District is authorized pursuant to Section 8-6 of its Compiled Charter to enter into agreements with any city or town within Hartford County for the treatment and disposal of sewage and industrial wastewaters originating within said city or town;

It is **RECOMMENDED** that it be:

- VOTED:** That the Bureau of Public Works recommends to the District Board passage of the following resolution:
- RESOLVED:** That the Bureau of Public Works of the Metropolitan District hereby recommends to the Board of Commissioners of the Metropolitan District the approval of a Service Agreement between The Metropolitan District and the Town of Windsor Locks to provide sewer service to 30 Hamilton Road & 41 Hamilton Road, Windsor Locks, CT (hereinafter, the "Service Agreement"); and
- FURTHER RESOLVED:** Subject to approval of the Service Agreement by the Town of Windsor Locks Water Pollution Control Authority, that the Metropolitan District execute and deliver to the Town of Windsor Locks the Service Agreement in the form attached hereto; and
- FURTHER RESOLVED:** That Scott Jellison, as Chief Executive Officer of the Metropolitan District, is authorized and directed to execute and deliver the Service Agreement on behalf of the Metropolitan District and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of the Service Agreement.

Respectfully submitted,



John S. Mirtle, Esq.
District Clerk

SERVICE AGREEMENT BY AND BETWEEN
THE METROPOLITAN DISTRICT AND
THE TOWN OF WINDSOR LOCKS

This Service Agreement ("Agreement") made, entered and effective this day _____, 2024, (the "Effective Date") by and between **The Metropolitan District** (hereinafter referred to as "MDC" or "District"), a specially chartered municipal entity created by special act of the Connecticut General Assembly with a principal address of 555 Main Street, Hartford, Connecticut 06103, **The Town of Windsor Locks** (hereinafter referred to as the "Town"), a Connecticut municipal corporation with a principal address of 50 Church Street, Windsor Locks, CT 06096, and **SL Windsor Locks LLC** (hereinafter referred to as the "Property Owner"), a Connecticut Limited Liability Company with a principal office address of 195 Morristown road, Basking Ridge, New Jersey 07920 provides as follows:

WITNESSETH:

WHEREAS, MDC operates a sewer system that collects wastewater and sewage from domestic, commercial and industrial properties within its eight-member towns and portions of certain non-member towns through a system of pipes that flow to one of several wastewater treatment plants in and around

Hartford (the “sewer system”), including its Poquonock Water Pollution Control Facility located in Windsor, Connecticut (“Poquonock WPCF”);

WHEREAS, District is authorized pursuant to Section 8-6 of its Compiled Charter to enter into agreements with any city or town within Hartford County for the treatment and disposal of sewage and industrial wastewaters originating within said city or town;

WHEREAS, in December of 2021, SL Windsor Locks LLC bought two (2) parcels from Collins Aerospace for future development: Lot #4 measuring 26.29 acres in size with an address of 30 Hamilton Road in Windsor Locks, and Lot #5 measuring 13.4 acres in size with an address of 41 Hamilton Road;

WHEREAS, as a result of the sale of Lot #4 and Lot #5 to SL Windsor Locks LLC, the two parcels no longer have access to connect to the MDC’s existing sewer system.

WHEREAS, the Town’s sewer system does not currently serve Lot #4 and Lot #5 and the Town does not plan to serve the geographic area with sewers in the near future.

WHEREAS, all connection charges, outlet charges, assessments, user fees, proportionate shares of District costs for allocated capacities of the existing District system and administrative fees shall be paid as part of the District’s Developer Permit Agreement (“DPA”) process;

WHEREAS, SL Windsor Locks LLC desires to connect to the MDC’s 24-inch sewer in Rainbow Road in the Town of Windsor by DPA with the construction of 1400 linear feet of eight-inch (8”) diameter PVC sanitary main line sewers, complete with manholes, sewer laterals to property or easement boundary lines, and structures for future sewage meters in accordance with the MDC and Town sewer ordinances, requirements and specifications;

WHEREAS, the MDC may impose sewer service charges for discharges into its sewer system pursuant to its Sewer Ordinances, Section S-12 Sewer User Charges;

WHEREAS, the Lot #4 and Lot #5 geographic area, which is described more fully in Exhibit A attached hereto and made part hereof, can be conveniently served by MDC;

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

ARTICLE 1 **DEFINITIONS**

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

“**Acceptable Septage**” means septage that meets the standards of the MDC pertaining to its makeup which shall not include (a) substances which may, in the opinion of the District Manager, be harmful to the sewage treatment process or which may cause the District to violate sewage effluent permit limits; (b) flammable, explosive or corrosive material; (c) high levels of metal; (d) radioactive substances or compounds.

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

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

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

“Industrial Wastes” shall include the liquid or water-carried wastes of any industrial process not clearly included within the definitions of sanitary sewage, storm water, cooling water or subsoil drainage herein. In general, waste waters carrying any quantity of oils, grease, fats, abrasives, chemicals, residues of manufacturing processes, wastes from commercial food preserving or canning, from slaughter houses or meat processing plants, and similar substances, whether dissolved, in suspension, or mechanically carried by water, shall be considered as industrial wastes.

“Liquid Waste Discharge” shall include but is not limited to: 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.

“Plant Capacity” means the present total ability of the Poquonock WPCF to handle and process sewage and treat water in accordance with average daily flows identified in the NPDES permit.

“Sanitary Sewage” shall mean the common waste water and water-carried wastes from human dwellings and from toilet and lavatory fixtures, kitchens, laundries and similar facilities of business and industrial buildings. In general, sanitary sewage shall not include storm water from roofs, yards, streets or open spaces, water from land surfaces or brooks, clean waste or overflows from springs, wells, or subsoil drainage, large volumes of clean water from air conditioning or other cooling or condensing facilities, clean wastewater from hydraulically-operated contrivances and those wastes included within the definition of “industrial waste” next following.

“Service Area” means the geographic area owned by Property Owner identified as Lots #4 and #5 properties located at 30 and 41 Hamilton Road, respectively; to be served by MDC under this Agreement, more fully described in Exhibit A attached hereto and incorporated herein.

“Sewage” shall mean wastewater, water-carried wastes, or a combination of them, discharged into and conveyed by sewers or intended or customarily so discharged and conveyed.

“Sewerage system or sewer system” shall mean the entire system of conveying, treating and disposal of sewage for the MDC.

“Sewer flows” shall mean the total fluid discharge conveyed into a sewer by a user.

ARTICLE II

SERVICES

Section 201. Services. MDC will provide sewerage service for the receipt, treatment, conveying and disposal of sewage and acceptable industrial wastewaters, as defined in Section S2e of the Sewer Ordinances, as may be amended from time to time, originating within and only within the Service Area (“Services”), which area shall not be expanded or enlarged except by written amendment by all parties to this Agreement. The sewers to be installed to service the Service Area shall be installed by the Property Owner and/or its designated contractor under the District’s Developer Permit Agreement (“DPA”) process in accordance with the District’s DPA Guidance Manual. If the Property Owner does not install or cause to be installed sewers under a DPA, the District is under no obligation to design, construct or install sewers under this agreement in order to serve the Service Area. The Town hereby acknowledges and affirms that the portion of Hamilton Road South from the Windsor town border to private property known as 30 and 41 Hamilton Road, Windsor Locks, Connecticut 06096 is a public Town road and right of way and the Town authorizes and grants the District the right to install sewers in the public Town Road and right of way.

Section 202. Metered Flow. The MDC may, in its sole discretion, require the Property Owner to install sewer meters on house connections to its sewer infrastructure. Provisions for such required meters shall be made at the time of the house connection installation by the Property Owner.

Section 203. Changes within Service Area. Upon any change in the designated municipal zone, population density, increased sewer usage demand or change in local zoning regulations covering all or any part of the Service Area, which change will substantially increase the amount or nature of the flow of sewage or waste above the allocated flow, this Agreement will, at the option of the parties hereto, be subject to review and renegotiation with reference to metered flow and the costs chargeable to the Property Owner or properties for sewage services; provided, however, that approval of any increase in use and change in flow allocation shall be and remain within the sole discretion of MDC.

ARTICLE III

REQUIREMENTS REGARDING SEWAGE AND LIQUID WASTE DISCHARGE

Section 301. Requirements Regarding Sewage and Liquid Waste Discharge. It is understood by the parties hereto that MDC cannot accept any sewage or waste that contains substances that MDC is not properly equipped to remove or the acceptance of which will violate the various permits, regulations, ordinances or annual budget provisions under which MDC operates. Therefore, MDC will not accept any sewage or waste which violates any of the prohibitions and restrictions set forth in federal or state statute or, EPA/DEEP regulations, DEEP rules Ordinances of The Metropolitan District Relating to Sewers attached hereto as Exhibit B and incorporated herein, and budget provisions, and as such rules and regulations and budgets may from time to time be amended by MDC to conform to the express purpose and intent of this Section 301. A copy of MDC Poquonock WPCF NPDES Permit shall be provided to the parties on request. MDC reserves the right to sample the wastewater from any property connected to the MDC’s public sewer, for constituents that may be in any of the upstream discharges, including but not limited to emerging contaminants, as defined by EPA.

Section 302. Failure to Comply with Requirements Regarding Sewage or Waste. If either the Town or Property Owner causes or allows the properties in the Service Area to introduce, convey, attempt to deliver or otherwise discharge or release unacceptable sewage or waste (an

“Unauthorized Discharge”) into the MDC system, the party responsible for causing or allowing the Unauthorized Discharge shall be responsible for reimbursing MDC for all cost of clean-up incurred, repair of damage to the system and equipment, and for the costs of any shutdown or interruption in operation and any fines and all other related expenses incurred by MDC as a result of such conveyance, attempted conveyance, release and discharge. If either party continues to discharge such unacceptable sewage or waste for more than sixty (60) days after written notice has been provided by MDC, MDC may terminate its services under this Agreement and Property Owner shall remain liable and responsible to pay for and fully and timely rectify, repair, and, remediate all injury, harm and loss to MDC.

If MDC terminates Services to a property served under this Agreement, neither the Town nor the Property Owner shall be relieved of its obligations, pursuant to this Agreement and to the Rules and Regulations of MDC. The Town or the Property Owner may request MDC to reinstate services under this Agreement on behalf of the Property Owner provided that, before resumption of any services, all such discharge violations shall have been eliminated and corrected by the Property Owner and that all Rules and Regulations of MDC and the articles of this Agreement are being complied with to the full satisfaction of MDC.

Section 303. Existing and New Connections. Connections to the MDC sewers are subject to review, approval and permitting by the District in accordance with the applicable Ordinances of the Metropolitan District.

Section 304. Flow allocations. By virtue of this Agreement SL Windsor Locks LLC has determined the following average daily sanitary sewer flows for the following entities, representing the total allocated flow to the Town for the Service Area subject to this Agreement:

- Lot #4 (26.29 acres, 30 Hamilton Road)
 - Lot #5 (13.4 acres, 41 Hamilton Road)
- Total: 35,844 gpd

In the event that the total flow discharged into the District’s sewer system exceeds the average daily flow of 35,844gpd, the Property Owner shall pay its appropriate share of expanding the District’s facilities to accommodate such increased daily sanitary flow, if required. Should the Town, or other parties wish to extend sewer installed by SL Windsor Locks via DPA, such extension(s) will be completed in accordance with the District’s Development Permit Agreement Guidance Manual, and the above stated flow allocations will be increased accordingly.

Section 305. Allocation of future costs. In the event the District expands the capacity of, or otherwise improves, replaces, or makes capital repairs to the Poquonock WPCF, or if the District is required by any State or Federal agency to increase the flow rate or provide a higher degree of treatment, the capital cost of any such modification shall be apportioned to the Town based on the ratio of the daily limit of 35,844 gpd and the Plant Capacity (5.0 MG) at the time the modification is required, subject to reimbursement by the Property Owner if such improvement benefits the original Service Area.

Section 306. Permitting Requirements. In accordance with CTDEEP’s Pre-treatment Permit Program, all non-domestic sewage discharges and certain domestic sewage discharges to a sewage treatment plant through municipal sanitary sewer drainage systems, or through combined storm and sanitary sewer systems, are regulated via a CTDEEP Wastewater Discharge permit. Such permits must be approved of by the MDC, and include, but are not limited to:

1. General Permit for the Discharge of Wastewater Associated with Food Service Establishments.
 2. General Permit Registration for the Discharge of Wastewaters from Categorical Industrial Users to a POTW.
3. General Permit Registration for Miscellaneous Discharges of Sewer Compatible Wastewater.
4. Individual permits.

ARTICLE IV **METERS**

Section 401. Installation of Meters. The MDC may, in its sole discretion, install sewer meters on its sewer infrastructure or require a property connected to the MDC sewer to install a sewer meter on the property's sewer house connection. The parties acknowledge that for properties in the Service Area connected to the MDC public drinking water system, the MDC will install meters on the water services.

Section 402. Meter Reading. The MDC will conduct meter reading, generally once per month. Meters will be read utilizing the MDC's Radio Frequency Program, or other automated meter reading service.

ARTICLE V **SERVICE CHARGES**

Section 501. Billing. Sewer charges shall be based on the volume of sewage discharged into the MDC system multiplied by the per one-hundred cubic feet (ccf) rate ("Sewer User Charge") established, modified or amended by the MDC as part of its annual budget approval process. Sewage volume shall be calculated utilizing either water service meters or sewer meters installed per Section 401 of this Agreement. In addition to the Sewer User Charge, the Property Owner will be invoiced for any Sewer Rate or Other Related Charges, set forth, amended or hereafter created by the District Board, for all connections discharging into the sewers servicing the area that are discharged into the MDC system.

Section 502. Failure to Pay Bill. Any bill to the Property Owner which remains unpaid after twenty-five (25) calendar days from the date of invoicing shall bear interest at the rate of one (1%) percent per month commencing with the next billing cycle. MDC may, whenever any amount due remains unpaid after the twenty-fifth (25th) day following the original due date, upon at least thirty (30) days written notice thereafter, discontinue receiving and accepting sewage and waste from the Property Owner until such bill and any late payments which have become due are paid in full with all accrued interest.

Section 503. Permitting Fees. The MDC will continue to provide services pertaining to the review and compliance enforcement of all CTDEEP required wastewater discharge permits. The Property Owner shall be responsible for any and all MDC fees and direct and indirect costs (e.g. contracted labor, general overhead, payroll additive, or material handling charge), associated with the review, submission, and related inspections and compliance fees for such CTDEEP required permits.

Section 504. Connection and Outlet Charges. If not paid by the Property Owner, the Town shall pay:

- a) A lump sum connection charge, for each property connected directly to the District sewage system based on the District connection charge rates in effect at the time of such connection. A "direct connection" is one made to the District sewage system.
- b) An outlet charge, for each property indirectly connected to the District sewage system based

on the District outlet charge rates in effect at the time of such connection. An “indirect connection” is one made to the sewage system, located, constructed, and owned by the Town.

- c) A ten percent (10%) administrative service charge, based on the above outlet and connection charges for each property connected directly and indirectly to the District sewage system.

ARTICLE VI **MISCELLANEOUS**

Section 601. MDC Charter, Ordinances and By-Laws. This Agreement is subject to the MDC Revised Charter, Ordinances, By-Laws, and Resolutions, as may be adopted, modified or amended from time to time. Nothing herein shall require MDC, in the performance of its obligations hereunder, to perform any act which would be in violation of MDC’s present Charter Ordinances, By-Laws, and Resolutions.

Section 602. Expenses. Except as otherwise provided herein, the Property Owner shall reimburse the MDC for all reasonable expenses incurred by the MDC arising out of or relating to this Agreement, the performance hereof and the service provided to the Property Owner by MDC and any connection, repair, renovation or modification to the MDC sewer system hereunder, including but not limited to, all legal, construction and engineering expenses incurred by MDC, including direct and indirect costs (e.g. contracted labor, general overhead, payroll additive, or material handling charge), as long as such repairs, renovations or modifications are the result of the Property Owner’s negligence or malfeasance, and as long as such costs are related to Lot #4 and Lot #5. Expenses related to any property other than Lot #4 and Lot #5 shall be reimbursed by the Town except as otherwise expressly provided.

Section 603. Indemnity. Notwithstanding anything contained herein to the contrary, SL Windsor Locks LLC shall indemnify and hold harmless the Town for any costs incurred pursuant to Sections 302, 305 and 504 of this Agreement to the extent related to the initial Service Area (30 Hamilton Road (26.29 acres), Formerly Lot #4 & 41 Hamilton Road (13.4 acres), Formerly Lot #5), provided that SL Windsor Locks LLC is the sole Property Owner to this Agreement.

Section 604. Entire and Complete Agreement. This Agreement, together with the Exhibits incorporated by reference, constitutes the entire and complete Agreement of the parties with respect to the provision of water pollution control and sewerage services by MDC and all prior and contemporaneous understandings, arrangements and commitments, whether oral or written, have been merged herein. The language of this Agreement shall be construed and interpreted as a whole, according to its fair meaning, and shall not be construed strictly for or against either of the parties.

Section 605. Severability. In the event one or more of the provisions contained in this Agreement shall, for any reason or no reason, be held invalid, illegal, or unenforceable in any respect, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 606. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns forever, shall continue in full force and effect until such time as it may be terminated or superseded, and shall be recorded by any party on the land records of the Town of Windsor Locks.

Section 607. Amendment. This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of MDC, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 608. Term. The term of this Agreement shall commence as of the date of this Agreement, and expire on December 31, 2034. If neither party serves written notice of its intent not to renew at least two (2) calendar years before the expiration date of this Agreement, this Agreement shall automatically renew for an additional five (5) calendar years. In the event that the Town constructs its own public sewer in the vicinity of the Service Area and the Town and/or Windsor Locks Water Pollution Control Authority deems the Service Area to be capable of being served by its public sewer, the Town may terminate this Agreement with written notice sent to the District of one year prior to the intended termination date. MDC may not terminate this Agreement or serve a written notice of intent not to renew the Agreement, unless the Town has constructed a public sewer which will provide service to the Service Area.

Section 609. Notices. All notices, consents, demands or other communications required or permitted to be given pursuant to or in connection with this Agreement shall be in writing and shall be deemed sufficiently given when delivered personally, faxed, emailed or delivered by a nationally recognized overnight carrier addressed to the following:

For MDC:

Chief Executive Officer
The Metropolitan District Commission
555 Main Street
Hartford, CT 06103

For the Town:

First Selectman
Town of Windsor Locks
50 Church Street
Windsor Locks, CT 06096

For the Property Owner:

SL Windsor Locks LLC
195 Morristown Road
Basking Ridge, NJ 07920

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

Section 610. Third Party Rights. No one other than a party to this Agreement shall have any right to enforce any of the provisions of this Agreement.

Section 611. Force Majeure. No party to this Agreement shall be liable in any manner whatsoever for its failure to perform its obligations under this Agreement due to events beyond its reasonable control, including riots, war, fire, explosion, acts of God, inability to timely obtain repair or substitute parts or equipment breakage or machinery or apparatus malfunction, acts in compliance with any express relevant statute or regulation of the state or federal government regulation. The party affected by such condition

shall give the other party prompt written notice and use every reasonable effort to eliminate or correct the cause preventing performance and to resume performance as soon as possible.

Article VII **DISPUTE RESOLUTION**

Section 701. Disputes Arising out of this Agreement. Other than non-payment of the Service Charges set forth in Article V above, in the event of a breach or dispute arising out of any other Article or Section of this Agreement, a party hereto shall, within thirty (30) calendar days of becoming aware of the grounds of such breach or dispute, give written notice to the other parties of such and include the specific reasons. Absent such timely notification, the aggrieved party shall be deemed to have waived any breach or dispute in connection therewith. Any such waiver shall be limited to the specific breach or dispute set forth in the notice, and shall not constitute a waiver of any similar breach or dispute thereafter. Such notice by the aggrieved party will stay the specified running time periods that are set forth in the particular section or sections breached or in dispute, until the aggrieved party has received a written response and at that time the time periods shall again begin to run. The First Selectmen of the Town, the Chief Executive Officer of the MDC, and authorized representative of the Property Owner shall meet promptly to attempt in good faith to resolve the breach or dispute.

Section 702. Mediation. Should a breach or dispute under Section 701 not be resolved within thirty (30) calendar days of the responding party's response or otherwise waived, the parties agree to participate in a one-day mediation before a mediator chosen by the parties and such mediation shall take place within sixty calendar days of the response of the responding party, unless otherwise mutually agreed in writing.

Section 703. Litigation. In the event that any breach or dispute is not waived or resolved by the parties or by mediation, either party may commence suit in the Superior Court for the Judicial District of Hartford.

Section 704. Applicable Law. This Agreement will be governed by and construed under the substantive laws of the state of Connecticut without reference to any choice of law principles that would cause the application of the laws of a different jurisdiction. All actions, suits or proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in the Connecticut Judicial District of Hartford, and the parties hereby irrevocably submit to the exclusive jurisdiction of such court in any such action or proceeding and waive any governmental immunity defense to such action or proceeding.

Section 705. Counterparts. This Agreement may be executed in one or more counterparts each of which when signed and delivered shall be deemed an original and all such counterparts when taken together shall constitute but one and the same instrument.

[BOTTOM OF PAGE INTENTIONALLY LEFT BLANK]

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

Signed in the presence of:

THE METROPOLITAN DISTRICT

By _____

Its

TOWN OF WINDSOR LOCKS

By _____

Its

SL WINDSOR LOCKS LLC

By _____

Its

EXHIBIT A

SERVICE AREA

30 Hamilton Road (26.29 Acres), Formerly Lot #4

A CERTAIN PARCEL OF LAND LOCATED ON THE NORTHERLY SIDE OF BRADLEY INTERNATIONAL AIRPORT CONNECTOR (CT ROUTE 20) IN THE TOWN OF WINDSOR LOCKS, COUNTY OF HARTFORD, STATE OF CONNECTICUT SAID PARCEL BEING SHOWN AS LOT 4 ON A PLAN TITLED "LOT LINE REVISION PLAN PROPERTY OF HAMILTON SUNDSTRAND CORPORATION" 1 HAMILTON ROAD WINDSOR LOCKS, CONNECTICUT SCALE: 1"=150' DATE: 7/29/2021 REVISED THROUGH 9/8/2021" AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY HIGHWAY LINE OF BRADLEY INTERNATIONAL AIRPORT CONNECTOR, SAID POINT BEING A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED LOT 4 (RECONFIGURED) AND THE MOST SOUTHEASTERLY CORNER OF LOT 6 (RECONFIGURED) AS SHOWN ON THE ABOVE REFERENCED MAP;

THENCE DEPARTING SAID NORTHERLY HIGHWAY LINE RUN N 16° 18' 57" E BOUNDED WESTERLY BY SAID LOT 6 FOR A DISTANCE OF 150.48' TO AN ANGLE POINT;

THENCE RUN N 04° 23' 08" W BOUNDED WESTERLY BY SAID LOT 6 FOR A DISTANCE OF 319.48' TO THE BEGINNING OF A CURVE SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 1,000.00', A CHORD OF 475.59' AND CHORD BEARING N 18° 08' 31" W;

THENCE RUN NORTHERLY BY AND ALONG THE ARC OF SAID CURVE 480.19' THROUGH A CENTRAL ANGLE OF 27° 30' 46" BOUNDED WESTERLY IN PART BY SAID LOT 6 AND IN PART BY LOT 1 TO A POINT;

THENCE RUN N 48° 34' 36" E BOUNDED NORTHERLY BY LOT 1 FOR A DISTANCE OF 213.02' TO A POINT ON THE SOUTHERLY LINE OF LOT 2;

THENCE RUN S 68° 31' 53" E BOUNDED IN PART BY LOT 2 AND IN PART BY LOT 1 FOR A DISTANCE OF 563.17' TO AN ANGLE POINT;

THENCE RUN N 13° 09' 31" E BOUNDED WESTERLY BY LOT 1 FOR A DISTANCE OF 293.42' TO A POINT IN THE SOUTHERLY LINE OF OTHER LAND OF HAMILTON SUNDSTRAND CORPORATION;

THENCE RUN S 74° 57' 17" E BOUNDED NORTHERLY BY SAID OTHER LAND 200.00' TO THE NORTHWESTERLY CORNER OF LOT 3 AND THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL;

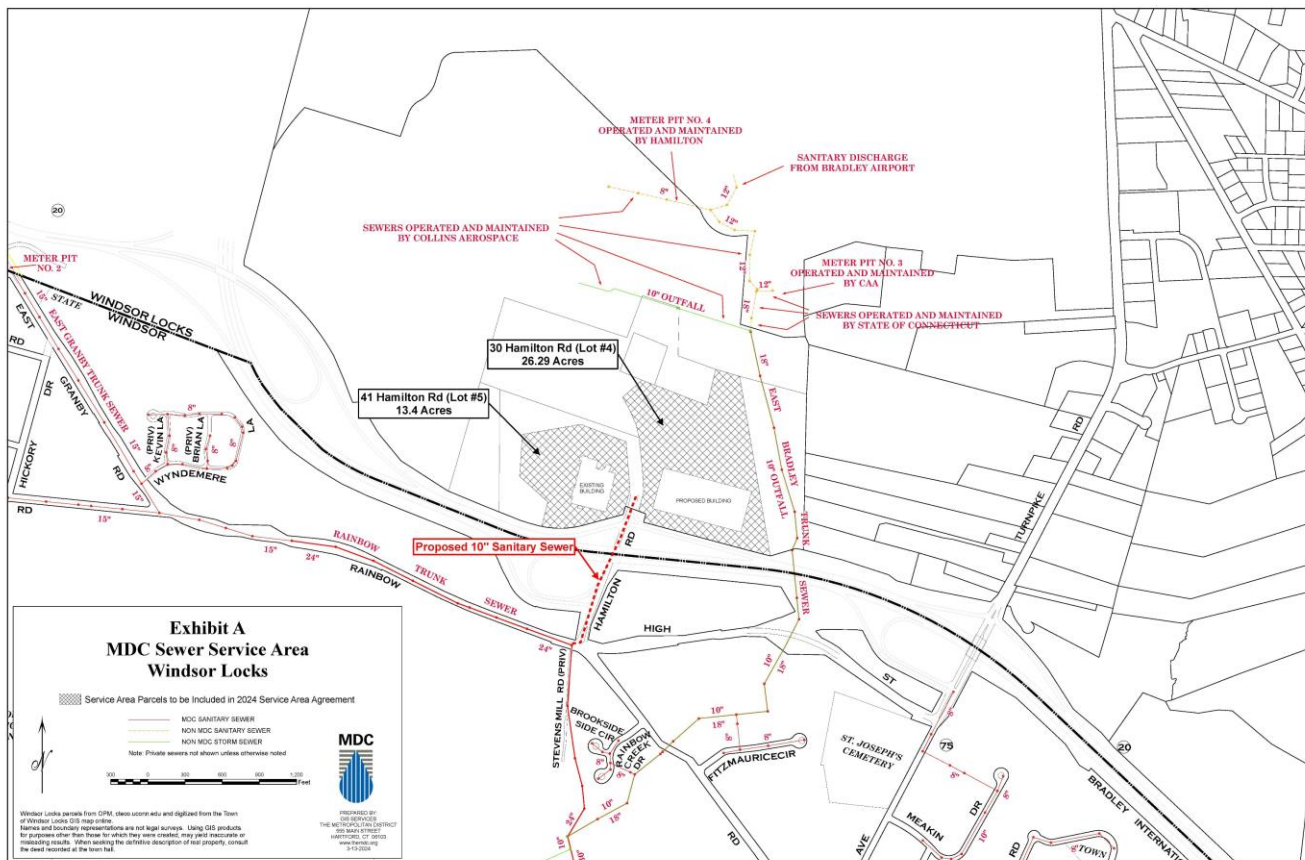
THENCE RUN S 09° 55' 37" E BOUNDED EASTERLY BY SAID LOT 3 FOR A DISTANCE OF 1,466.90' TO A POINT IN THE NORTHERLY HIGHWAY LINE OF BRADLEY INTERNATIONAL AIRPORT CONNECTOR, SAID POINT BEING THE SOUTHWESTERLY CORNER OF LOT 3, THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED LOT 4 AND THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 5,679.58', A CHORD OF 172.81' AND CHORD BEARING N 75° 53' 16" W;

THENCE RUN WESTERLY A DISTANCE OF 172.82' BY AND ALONG SAID NORTHERLY HIGHWAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $1^{\circ} 44' 36''$ TO A POINT;
 THENCE RUN N $75^{\circ} 01' 00''$ W BY AND ALONG SAID HIGHWAY LINE FOR A DISTANCE OF 886.97' TO AN ANGLE POINT;
 THENCE RUN N $14^{\circ} 14' 56''$ E BY AND ALONG SAID HIGHWAY LINE FOR A DISTANCE OF 69.58' TO AN ANGLE POINT;
 THENCE RUN N $69^{\circ} 08' 49''$ W BY AND ALONG SAID HIGHWAY LINE FOR A DISTANCE OF 63.26' TO THE POINT AND PLACE OF BEGINNING.
 THE ABOVE DESCRIBED PARCEL CONTAINS 1,145,271 SQUARE FEET MORE OR LESS (26.29 ACRES MORE OR LESS).

41 Hamilton Road (13.4 Acres), Formerly Lot #5

A CERTAIN PARCEL OF LAND LOCATED ON THE NORTHERLY SIDE OF BRADLEY INTERNATIONAL AIRPORT CONNECTOR (CT ROUTE 20) IN THE TOWN OF WINDSOR LOCKS, COUNTY OF HARTFORD, STATE OF CONNECTICUT SAID PARCEL BEING SHOWN AS LOT 5 (RECONFIGURED) ON A PLAN TITLED "LOT LINE REVISION PLAN PROPERTY OF HAMILTON SUNDSTRAND CORPORATION" 1 HAMILTON ROAD WINDSOR LOCKS, CONNECTICUT SCALE: 1"=150' DATE: 7/29/2021 REVISED THROUGH 9/8/2021" AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT IN THE CURVED NORTHERLY HIGHWAY LINE OF BRADLEY INTERNATIONAL AIRPORT CONNECTOR, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED LOT 5 (RECONFIGURED) AND THE SOUTHEASTERLY CORNER OF LOT 6 (RECONFIGURED) ON THE ABOVE REFERENCED MAP, SAID CURVE BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 724.48', A CHORD OF 340.26' AND CHORD BEARING S $88^{\circ} 25' 11''$ W;
 THENCE DEPARTING SAID NORTHERLY HIGHWAY LINE AND RUNNING GENERALLY NORTHERLY, EASTERLY AND SOUTHERLY THE FOLLOWING EIGHT COURSES:
 N $15^{\circ} 07' 43''$ E FOR A DISTANCE OF 203.96' TO AN ANGLE POINT;
 N $47^{\circ} 20' 29''$ W FOR A DISTANCE OF 313.79' TO AN ANGLE POINT;
 N $04^{\circ} 18' 11''$ E FOR A DISTANCE OF 332.72' TO AN ANGLE POINT;
 N $79^{\circ} 52' 50''$ E FOR A DISTANCE OF 479.08' TO AN ANGLE POINT;
 S $68^{\circ} 18' 55''$ E FOR A DISTANCE OF 384.59' TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 889.42', A CHORD OF 106.27' AND CHORD BEARING S $07^{\circ} 48' 37''$ E;
 SOUTHERLY ALONG THE ARC OF SAID CURVE 106.33' THROUGH A CENTRAL ANGLE OF $6^{\circ} 50' 59''$ TO A POINT;
 S $04^{\circ} 23' 08''$ E FOR A DISTANCE OF 299.29' TO AN ANGLE POINT;
 S $16^{\circ} 18' 57''$ W FOR A DISTANCE OF 121.50' TOPSM
 A POINT IN THE NORTHERLY HIGHWAY LINE OF BRADLEY INTERNATIONAL AIRPORT CONNECTOR;
 THENCE RUN S $17^{\circ} 09' 38''$ W BY AND ALONG SAID HIGHWAY LINE FOR A DISTANCE OF 70.45' TO AN ANGLE POINT;

THENCE RUN S 74° 50' 12" W BY AND ALONG SAID HIGHWAY LINE FOR A DISTANCE OF 330.21' TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 724.48', A CHORD OF 340.26' AND CHORD BEARING S 88° 25' 11" W;
 THENCE RUN WESTERLY BY AND ALONG SAID HIGHWAY LINE AND THE ARC OF SAID CURVE FOR A DISTANCE OF 343.47' TO THE POINT AND PLACE OF BEGINNING.
 THE ABOVE DESCRIBED PARCEL CONTAINS 583,764 SQUARE FEET MORE OR LESS (13.40 ACRES MORE OR LESS).



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

BUREAU OF PUBLIC WORKS REQUEST FOR DEFERRAL OF 109 PIERSON LANE, WINDSOR ASSESSMENT

To: Bureau of Public Works

October 23, 2024

At its meeting in December 2015, the Bureau of Public Works voted to recommend to the District Board a layout and schedule of assessments for construction of sanitary sewers in a portion of Pierson Lane, Windsor. Construction of the sewer main began in fall 2024 and will be completed soon.

One of the affected property owners who supported the project, the owner of 109 Pierson Lane, recently submitted the attached request to the Bureau of Public Works requesting to defer the assessment on its property until such time the property connects to the public sewer main. The basis for a deferral is set forth in the property owner's request.

If the Bureau of Public Works determines that there is sufficient basis to defer this assessment, the following resolution is in order:

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

RESOLVED: That the sewer assessment of 109 Pierson Lane in Windsor in the amount of \$59,219.50, approved by the Bureau of Public Works on November 18, 2015 and the District Board on February 17, 2016, shall be deferred until such time as the property connects to the District's sewer main; and

**FURTHER
RESOLVED:** The deferred assessment due at the time of any future connection shall be based on the assessment rates in effect at the time of connection; and

**FURTHER
RESOLVED:** The District Clerk shall record a caveat on the land records to defer the sewer assessment of 109 Pierson Lane in Windsor until such time that the property connects to the District's sewer main.

Respectfully submitted,



John S. Mirtle, Esq.
District Clerk

Commissioner Torres made motion to defer the assessment. The motion was 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 5:39 PM

ATTEST:



John S. Mirtle
District Clerk

November 18, 2024
Date of Approval

**BUREAU OF PUBLIC WORKS
REGULAR MEETING**

555 Main Street, Hartford
Monday, November 18, 2024

Present: Commissioners John Bazzano, Richard Bush, William A DiBella, David Drake, Joan Gentile, James Healy, Allen Hoffman, Georgiana Holloway, Gary Johnson, Alvin Taylor, Calixto Torres and District Chairman Donald M. Currey (12)

Remote

Attendance: Commissioners John Avedisian, Byron Lester, Maureen Magnan and Pasquale J. Salemi (4)

Absent: Commissioners John Gale, Bhupen Patel, David Steuber and James Woulfe (4)

Also

Present: Commissioner Jackie Gorsky Mandyck
Scott W. Jellison, Chief Executive Officer
Christopher Stone, District Counsel
John S. Mirtle, District Clerk
Chris Levesque, Chief Operating Officer
Kelly Shane, Chief Administrative Officer
David Rutty, Director of Operations
Thomas Tyler, Director of Facilities
Michael Mohr, Controller
Shereese Rodgers, Manager of Budget and Analysis
Michael Curley, Manager of Technical Services
Carrie Blardo, Assistant to the Chief Executive Officer
Julie Price, Executive Assistant
Jacob Aviles, IT Consultant (Remote Attendance)
Amanda Litvak, IT Consultant (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 DiBella and duly seconded, the meeting minutes of October 23, 2024 were approved.

**BUREAU OF PUBLIC WORKS
FISCAL YEAR 2025 - REVISIONS TO DISTRICT SEWER USER CHARGE RATES AND
OTHER SEWER CHARGES**

To: Bureau of Public Works for consideration on November 18, 2024

In accordance with Section S12j of the District's Ordinances, sewer use unit charge rates shall be determined annually in conjunction with the adoption of the District Budget. The 2025 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, 2025.

Additionally, in support of the 2025 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, 2025.

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, 2025. In addition, the suspended solids strength charge will also remain unchanged at \$0.58 per pound effective January 1, 2025. 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 2025 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, 2025, said charge shall be increased from \$4.33 to \$4.57 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, 2025 and that, effective January 1, 2025, 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 \$4.57 per ccf commencing January 1, 2025.

Further

Resolved: That the District Board approve the following schedule of fees effective January 1, 2025.

	<u>CURRENT</u>	<u>PROPOSED</u>
Installation, Repair or Replacement of Sewer Meters		
<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	\$5,090	\$5,090
8" meter	\$14,840	\$14,840
10" meter	\$17,110	\$17,110
12" meter	\$17,800	\$17,800
Hydrant meter assembly	\$2,000	\$2,000
Meter pit (5/8"- 1")	\$1,750	\$1,750
Meter pit (1 1/2" and 2")	N/A	\$5,500
Meter pit (4 — 1 1/2 3" and Larger)	Actual Cost*	Actual Cost*
	+ Overhead	+ Overhead
Open Channel Sewer	\$15,300	\$15,300
Meter Chamber for Open Channel	Actual Cost*	Actual Cost*
	+ overhead	+ overhead
Radio transmitter unit	\$212	\$212


	<u>CURRENT</u>	<u>PROPOSED</u>
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	\$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
 Administrative Review for Sewer Services Fee	 \$670	 \$670
<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>		
 Annual Wastewater Discharge Compliance Fee	 \$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>		
 Wastewater Discharge Compliance Fees		
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

	<u>CURRENT</u>	<u>PROPOSED</u>
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	minimum \$1,000 or Actual Cost whichever is greater	minimum \$1,000 or Actual Cost whichever is greater

Wastewater Discharge Violation Correction Schedule

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,



John S. Mirtle
District Clerk

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

**BUREAU OF PUBLIC WORKS
55 ELM STREET AND 100 CAPITOL AVENUE, HARTFORD
ABANDONMENT OF SEWERS**

To: Bureau of Public Works for consideration on November 18, 2024

On July 23, 2024, the District received a letter from Rock Emond of SLR International Corporation, representing 100 Capitol Avenue LLC, Developer, requesting that The Metropolitan District abandon the existing 30-inch and 10-inch combined sewers within the property of 55 Elm Street and 100 Capitol Avenue, Hartford, as shown on the accompanying map. The purpose of this request is to allow construction of a new mixed-use development.

The proposal submitted includes the abandonment of approximately 95 feet of 30-inch tile sewer (built in 1929), and approximately 75 feet of 10-inch tile sewer (built in 1924) as shown on the aforementioned map. The existing 30-inch and 10-inch sewers were originally constructed within the property under house connection permits and a special agreement between the City of Hartford and Connecticut General Life Insurance to divert flow west of Capitol Avenue; therefore, no recorded easements for these combined sewers exist.

From an engineering standpoint, the abandonment of the existing combined sewers 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 building constructed as part of this project will utilize the existing utilities in Capitol Avenue, Hudson Street, Elm Street and West Street.

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 existing 30-inch and 10-inch combined sewers within the property of 55 Elm Street and 100 Capitol Avenue, Hartford, as shown on the accompanying map, be disconnected from the District's sewer system and abandoned in place.

Respectfully submitted,

A handwritten signature in black ink that reads "John Mirtle". The signature is fluid and cursive, with the first name "John" and last name "Mirtle" clearly distinguishable.

John S. Mirtle, Esq.
District Clerk

SLR International Corporation
99 Realty Drive, Cheshire, Connecticut, 06410



July 23, 2024

Michael Curley
Manager of Technical Services, Engineering & Planning
Metropolitan District
555 Main Street
Hartford, Connecticut 06142

SLR Project No.: 141.15225.00011

RE: Pipe Abandonment Permit
55 Elm Street and 100 Capitol Avenue
Hartford, Connecticut

Dear Mr. Curley,

Pursuant to a request by 100 Capitol Avenue LLC for approval to cut, cap and remove an existing 30" tile pipe and 10" tile pipe owned by the Metropolitan District to the property line located on 100 Capitol Avenue, Hartford, Connecticut. No formal easement has been identified in our investigations, but please see attached enclosures including but not limited to:

- Figure 1 – MDC Sewer Pipe Abandonment by SLR International Corporation, dated July 22, 2024
- Boundary and Topographic Survey provided by Freeman Companies, LLC dated 07/24/2019 revised to 12-13-2019
- Property Survey Mony-55 Elm Street Joint Venture copy recorded on the City of Hartford land records dated June, 1994 revised June, 1999
- Check for \$670.00

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

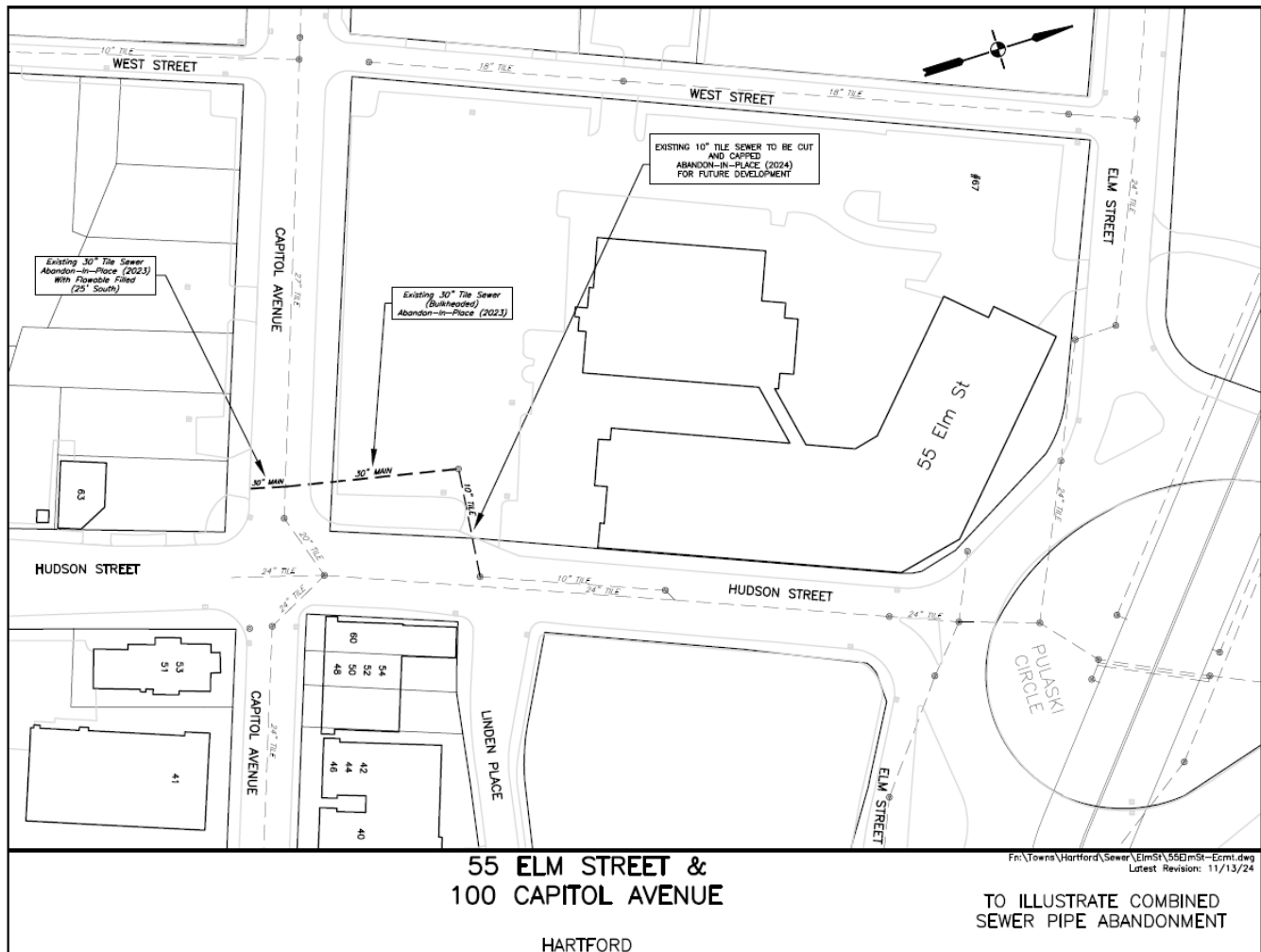
Very truly yours,

Regards,

SLR International Corporation

Rock Emond
Associate Civil Engineer
remond@slrconsulting.com

Enclosures



On motion made by Commissioner 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 4:17 PM

ATTEST:

John Mirtle

John S. Mirtle
District Clerk

January 13, 2025
Date of Approval

INDEX

To

MINUTES OF THE BUREAU OF PUBLIC WORKS

Bureau of Public Works - 2024

	Page
A	
ABANDONMENT OF COMBINED SEWERS	
55 Elm Street & 100 Capitol Avenue, Hartford	63
ASSESSMENT DEFERRAL	
109 Pierson Lane, Windsor	55
C	
CHAIRPERSON, ELECTION OF	
Election of Allen Hoffman	3
COST SHARING AGREEMENT	
1700 Asylum Avenue	14
Arrowhead Gateway in Hartford	14
Arrowhead Gateway in Hartford	17
D	
DEVELOPER'S PERMIT AGREEMENT & REIMBURSEMENT AGREEMENT	
Baker Hollow Road, Windsor	36
DURHAM STREET PROJECT	
Update	35
E	
ENCROACHMENT AGREEMENT	
2180 Berlin Turnpike, Wethersfield	28
458 Windsor Avenue, Windsor	5
923 Windsor Avenue, Windsor	23
Clover Street Park, Windsor	19
Wilson Park, Windsor	38
H	
HOFFMAN, ALLEN	

	Page
Elected Chairperson	3
 M	
MEMORANDUM OF UNDERSTANDING	
City of Hartford on MS4 Permit	33
 N	
NORTH BRANCH PARK RIVER	
Study	35
 P	
PUBLIC MEETING	
Upcoming Integrated Plan/Consent Order Public Meeting	9
 R	
RATES	
2025 Sewer User Charge Rates	58
 REAL ESTATE	
Potential Lease at 231 Brainard Road for fuel cell	4
 RETROACTIVE REIMBURSEMENT	
Customer Sewer Repairs	9
Referral to District Board	15
 S	
SEWER RATES & CHARGES	
2025 Billing	42
 T	
TORRES, CALIXTO	
Elected Vice-Chairperson	3
 V	
VICE CHAIRPERSON, ELECTION OF	
Election of Calixto Torres	3

W

WINDSOR LOCKS SEWER AGREEMENT

Approval	42
Discussion	17