MDC

The Metropolitan District
water supply · environmental services · geographic information

WATER BUREAU
REGULAR MEETING
MONDAY, AUGUST 31, 2026
4:00 PM

Location
Board Room
District Headquarters
555 Main Street, Hartford

Dial in #: (415)-655-0001
Access Code: 2302 231 6495 #
[Meeting Video Link]

Commissioners

Adil	Gardow
Anderson	Lewis
Buell	Mandyck
Cortes	Pane (C)
Currey (Ex-Officio)	Salemi
Desai	Tierinni
Gale (VC)	Vargas

Quorum: 7

1. **CALL TO ORDER**
2. **PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS**
3. **INDEPENDENT CONSUMER ADVOCATE COMMENTS & QUESTIONS RELATIVE TO AGENDA ITEMS**
4. **APPROVAL OF MEETING MINUTES OF JUNE 29, 2026**
5. **REPORT FROM WATER BUREAU CHAIRMAN**
6. **REPORT RE: TUNXIS CLUB LEASE**
7. **CONSIDERATION OF AND POTENTIAL ACTION RE: COLEBROOK CONSERVATION EASEMENT**
8. **CONSIDERATION OF AND POTENTIAL ACTION RE: WATER ENCROACHMENT AGREEMENT - 341 EAST RIVER DRIVE, EAST HARTFORD**
9. **DISCUSSION RE: WATER METER PITS**
10. **DISCUSSION RE: WATER MASTER PLAN**
11. **REPORT RE: SUMMARY OF WATER MAIN BREAKS**
12. **REPORT RE: YEAR-TO-DATE WATER REVENUE**
13. **OPPORTUNITY FOR GENERAL PUBLIC COMMENTS**
14. **COMMISSIONER REQUESTS FOR CONSIDERATION OF FUTURE AGENDA ITEMS**
15. **ADJOURNMENT**

WATER BUREAU
CONSERVATION EASEMENT OVER MDC PROPERTIES IN COLEBROOK AND HARTLAND, CONNECTICUT

To: The Water Bureau for consideration on August 31, 2026

Pursuant to a Memorandum Of Understanding by and between The Metropolitan District ("MDC"), Save the Sound, Inc. ("SOS") and the Northwest Connecticut Land Conservancy, Inc. ("NCLC," and the MDC, SOS and NCLC are hereinafter collectively referred to as the "Parties"), approved by the MDC Board of Commissioners on June 12, 2023 and dated June 16, 2023, as amended (collectively, the "MOU"), the Parties were charged with the responsibility of negotiating, in good faith, a Conservation Easement over certain properties of the MDC in Colebrook and Hartland, Connecticut consistent with the terms outlined in the MOU (the "Conservation Easement").

Negotiations for the Conservation Easement have recently concluded and it is generally consistent with the terms of the MOU, except that: (i) the total acreage for the Conservation Easement in Connecticut is 3,836.74 acres instead of 4,300 acres as set forth in the MOU; (ii) the consideration for Conservation Easement shall be $750,000.00; and (iii) a separate conservation easement for the MDC's Massachusetts properties (the "Massachusetts Conservation Easement"), covering 1,249.91 acres (instead of 1,200 acres as referenced in the MOU) shall be negotiated by the Parties with the consideration therefor being $250,000.00. The total acreage, therefore, covered by the Conservation Easement and the Massachusetts Conservation Easement is 5.086.65 acres.

It is RECOMMENDED that it be

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

RESOLVED: That the District Board approves the granting of the Conservation Easement, which shall be executed by the District Chairman and approved by District Counsel as to form and substance, provided that such Board approval for the Conservation Easement as so executed by the Chairman and approved by District Counsel, is contingent upon SOS and NCLC executing such Conservation Easement and the same being recorded on the Colebrook and Hartland, Connecticut Land Records.

Respectfully Submitted,

Victoria S Escoriza

Victoria S. Escoriza
Interim District Clerk

After recording, please return to:

Northwest Connecticut Land Conservancy, Inc.
P.O. Box 821
Kent, Connecticut 06757

CONSERVATION EASEMENT

This Grant of **CONSERVATION EASEMENT** (the "Easement") made as of this _____ day of ____________, 2026 by and between **THE METROPOLITAN DISTRICT**, a municipal corporation specially chartered by the Connecticut General Assembly of the State of Connecticut, having its territorial limits within said State and an address at 555 Main Street, Hartford, CT 06103 ("MDC") who with its successors in title to all or any portion of the Protected Property (as hereinafter defined), including administrators, successors, and assigns, in perpetuity, are hereinafter collectively referred to as "**Grantor**," and **NORTHWEST CONNECTICUT LAND CONSERVANCY, INC.**, a Connecticut nonstock corporation with a business address at 5 Maple Street, Kent, CT 06757 together with its successors and assigns, in perpetuity, hereinafter collectively referred to as "**Grantee**." Grantor and Grantee are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

R E C I T A L S:

WHEREAS, the MDC is the owner in fee simple of approximately 3,836.74 acres of Class I and II land in the Town of Colebrook, County of Litchfield, and State of Connecticut and the Town of Hartland, County of Hartford, and State of Connecticut, as defined in Conn. Gen. Stat. § 25-37c and referenced in the MDC's most recent Water Supply Plan, approved by the Connecticut Department of Public Health ("**DPH**") on October 24, 2021 (the "Water Supply Plan"), which acreage abuts or is adjacent to the Colebrook River Lake Reservoir and West Branch Reservoir within Connecticut, and is hereinafter collectively called the "**Protected Property**." The Protected Property has ecological, scientific, educational, and aesthetic value in its present state as a natural area which has not been subject to development or exploitation, which Protected Property is more particularly described in **Schedule A** attached hereto and incorporated by this reference and delineated on a certain map entitled "The Metropolitan District and Northwest Connecticut Land Conservancy, Inc. Conservation Easement PREPARED BY: GIS SERVICES THE METROPOLITAN DISTRICT 555 MAIN STREET HARTFORD, CT 06103 www.themdc.org 8-5-2025" which map has been or will be filed on the land records of the Connecticut towns where the parcels of the Protected Property are located.

WHEREAS, the MDC additionally owns approximately 1,249.91 acres of watershed land in the Town of Sandisfield, County of Berkshire, and Commonwealth of Massachusetts and the Town of Tolland, County of Hampden, and Commonwealth of Massachusetts, which also abuts or is adjacent to the Colebrook River Lake Reservoir (hereinafter collectively referred to as "the Massachusetts Property"), which Massachusetts Property, by agreement of the Parties, will be protected with an additional Conservation Easement under Massachusetts law, thus the Parties will be protecting a total of approximately 5,086.65 acres of watershed land. The Protected Property and the Massachusetts Property are hereinafter collectively referred to as the "**West Branch Block**," and are further referenced in the Water Supply Plan.

WHEREAS, Grantee represents that it is a publicly-supported tax exempt, non-stock organization incorporated under the laws of the State of Connecticut, whose primary purpose is to preserve and conserve natural areas for aesthetic, scientific, charitable, and educational purposes. Grantee further represents that: (i) it is qualified to acquire and hold conservation restrictions under the provisions of Conn. Gen. Stat. §§ 47-42a et seq. and is a "qualified organization" under § 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (hereinafter referred to as the "Code"); and (ii) Grantee has received determination letters from the Internal Revenue Service, on file at the offices of Grantee, to the effect that Grantee is a "publicly supported" charitable organization and is not a private foundation as defined in § 509(a) of the Code. Grantee represents that it has the commitment to protect the conservation purposes of this Easement and the resources to monitor and enforce the restrictions herein in perpetuity.

WHEREAS, the Protected Property possesses significant natural, agricultural, scenic, forested, and open space conservation values and conservation interests (collectively, the **"Conservation Values"**) of great importance to Grantor and the people of the towns where the Protected Property is located, the Counties of Litchfield and Hartford**,** and State of Connecticut as set forth below in these Recitals and as documented in the Baseline Report (as hereinafter defined).

WHEREAS, Grantor and Grantee have the common purpose of preserving the West Branch Block in its natural, scenic, and open conditions in perpetuity as protection for the Colebrook River Lake and West Branch Reservoirs, the ecological value of the West Branch Block as a large, contiguous forested parcel, and for its public access and passive recreation values by Grantor's placing voluntary restrictions upon the use of the Protected Property and by providing for the transfer from Grantor to Grantee of affirmative rights for its protection in perpetuity**,** and so as to qualify as a "Conservation Restriction" under the Conn. Gen. Stat. §§ 47-42a–47-42e. Grantor and Grantee wish to avail themselves of the provisions of those laws through the protection of those Conservation Values hereinafter described in the following Recitals.

Grantor and Grantee acknowledge that conditions which sustain the Conservation Values may change over time, and that the change or disappearance of some Conservation Values does not invalidate the others.

WHEREAS, conservation of the Protected Property is for the scenic enjoyment of the general public and will yield a significant public benefit. Specifically, the Protected Property is situated on and prominently visible from public roads and other public areas.

WHEREAS, this Easement protects significant relatively natural habitats of fish, wildlife, or plants, or similar ecosystems including State of Connecticut delineated Natural Diversity Database (NDDB) areas. The NDDB areas were developed and are regularly updated by the Connecticut Department of Energy and Environmental Protection (DEEP). The NDDB areas represent approximate locations of endangered, threatened, and special concern species and significant natural communities in Connecticut.

WHEREAS, the Protected Property is a large, largely forested block and is in close proximity to the Massachusetts Property and other protected properties and as a result is part of a corridor of protection for a diversity of species and their associated habitats, including nesting and migratory birds, other woodland species, and mammal, reptile, and insect species.

WHEREAS, this Easement preserves land areas for outdoor recreation permitted hereunder by, or for the education of, the general public. Specifically, this Easement will permit existing and future Passive Recreational Uses on the Protected Property, subject to the terms and conditions of this Easement.

WHEREAS, the Protected Property constitutes 3,836.74 acres of Class I and II watershed lands abutting or adjacent to the Colebrook River Lake and West Branch Reservoirs and other waterbodies and watercourses. As a result, its protection affords an ecologically important buffer for the protection of water quality and wetland habitat.

WHEREAS, the conservation of the Protected Property is pursuant to clearly delineated federal, state, and local governmental conservation policies and will yield a significant public benefit. Specifically:

(1) In 1963, the Connecticut General Assembly declared "that it is in the public interest to encourage the preservation of farmland, forest land and open space land in order to maintain a readily available source of food and farm products close to the metropolitan areas of the state, to conserve the state's natural resources and to provide for the welfare and happiness of the inhabitants of the state…" (1963 Conn. Pub. Acts 490, § 1, codified at Conn. Gen. Stat. § 12-107a); and

(2) In 1971, the Connecticut General Assembly passed Public Act 173 (Conn. Gen. Stat. §§ 47-42a–47-42c) which authorizes the creation and enforcement of conservation restrictions "whose purpose is to retain land or water areas predominantly in their natural, scenic or open condition or in agricultural, farming, forest or open space use;" and

(3) Conservation of the Protected Property is of regional importance because of its forest, watershed, agricultural and open space attributes. The Northwest (CT) NEXT Our Regional Plan of Conservation and Development 2017-2027 (Northwest Hills COG Adopted 2017) includes as goals: Conserve our region's wildlife, biodiversity, and endangered/threatened species through protection of critical habitat areas; support local land trusts in their efforts to protect sizeable areas of contiguous forest habitat, prime farmland, diverse wildlife habitats, and other environmentally sensitive areas; and support local efforts to identify and protect prime farmland.

NOW, THEREFORE, Grantor, for and in consideration of the above Recitals and of the mutual covenants, terms, conditions, and restrictions herein contained and SEVEN HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($750,000.00) does hereby give, grant, and convey to Grantee this Easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth.

1. PURPOSE. It is the purpose ("Purpose") of this Easement:

A. To assure that the Protected Property will be retained forever predominantly in its natural, scenic, agricultural, forested, and open space condition for the protection of the Protected Property's Conservation Values consistent with the terms and conditions of this Easement; and

B. To protect any rare plants, animals, or plant communities on the Protected Property and to protect the ecological qualities of the Protected Property; and

C. To prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values of the Protected Property described above.

Grantor intends that this Easement will confine the use of the Protected Property to such activities as are consistent with the Purpose and other terms of this Easement. Any permitted uses reserved to Grantor must be carried out in a manner that is consistent with the Purpose of this Easement and the other terms of this Easement.

Notwithstanding anything to the contrary in this Easement, Grantor and Grantee acknowledge and agree that: (i) Grantor is performing an essential governmental function and fulfilling its public service obligations by conducting its present and future water utility operations on the Protected Property in order to provide a safe, reliable and adequate public water supply, including those activities necessary for the withdrawal, treatment, storage, transmission, distribution, and delivery of potable water and related public water supply functions, including the protection and maintenance of watershed lands, conducted in the ordinary course of Grantor' regulated utility business (collectively, "Grantor's Water Company Operations"); provided, however, that for the purposes of this Easement, Grantor's Water Company Operations shall not be construed to include commercial or revenue generating activities undertaken primarily to maximize income, increase profits, or advance non-water utility business interests including but not limited to activities unrelated to the provision of public drinking water service, speculative commercial ventures, or enterprises conducted for general commercial gain.; and (iii) the Purpose shall not interfere with or take priority over Grantor's Water Company Operations, including complying with permits reasonably relating to the Grantor's operations as a water company. The Parties further acknowledge that the activities and uses permitted to Grantor in Paragraph 4 Grantor's Retained Rights and Permitted Uses are consistent with the Purpose of this Easement, and are expressly permitted to be performed on the Protected Property by Grantor and Grantor's employees, contractors, guests, and invitees.

2. DEFINITIONS. The following definitions apply throughout this Easement. Many terms are defined within the individual paragraphs of this Easement. Defined terms are indicated as such in the body of this Easement by capitalization of the initial letters of each word in such terms.

ALL TERMS ARE BROADLY WORDED AND ARE SUBJECT TO CONDITIONS, LIMITATIONS AND EXCLUSIONS AS FURTHER SET FORTH IN THIS EASEMENT.

2.1 **"Active Recreational Uses"** are recreational uses requiring construction of temporary or permanent playing fields or other change in the vegetation or the topography of the Protected Property, including, but not limited to, ballfields, golf courses, stadiums, tennis courts, swimming pools, or sports centers.

2.2 **"Agricultural Activities"** means:

(a) The cultivation of the soil, including the creation, restoration, and/or maintenance of fields, grasslands, pasture, coverts, or meadows for commercial and/or non-commercial farm, nursery, agricultural, or wildlife management purposes, including by way of example and not limitation:

(i) Clearing and harvesting forest trees and other growth for the purposes set forth above;
(ii) Preparing land for agricultural, pasture, garden, or open meadow use;
(iii) Planting, seeding, and re-seeding agricultural crops, but not species with known invasive characteristics;
(iv) Trimming and cutting brush and trees in order to maintain clear borders around or paths within such areas;
(v) Applying herbicides, pesticides, fungicides, and fertilizers for bona-fide agricultural purposes; and
(vi) other similar uses not currently authorized under Grantor's Watershed Forest Management Plan and requiring regulatory approval of an amendment thereto, with prior written Notice of the application for such approval being provided by Grantor to Grantee.

(b) The cultivation, raising, production, harvesting, or sale of any agricultural or horticultural commodity grown on the Protected Property, including, but not limited to:

(i) Crops commonly found in the community surrounding the Protected Property;
(ii) Field crops, including, but not limited to, corn, grains, hay, potatoes, cotton, tobacco, herbs, beans, grasses, and biofuels;
(iii) Fruits, tree products and non-timber forest products, including, but not limited to, apples, grapes, nuts, berries, mushrooms, and maple syrup or maple sugar;
(iv) Vegetables of all kinds;
(v) Horticultural specialties, including seeds, nursery stock, Christmas trees, compost, and flowers;
(vi) Livestock and livestock products, including, but not limited to raising, shearing, feeding, hatching, caring for, training and management of livestock, including: beef cattle, sheep, swine, goats, horses, poultry, bees, milk and other dairy products, eggs, and fur bearing animals and wildlife;
(vii) Other similar uses and commodities not currently authorized under Grantor's Watershed Forest Management Plan and requiring regulatory approval of an amendment thereto, with prior written Notice of the application for such approval being provided by Grantor to Grantee.

(c) Agricultural Activities shall also include the following associated uses which are customary, supportive, and agriculturally compatible uses in Connecticut: ((i) The production, primary processing, direct sale, and storage of timber products growing on the Protected Property. Primary processing shall include handling, planting, drying, packing, packaging, processing, freezing, grading, storing or delivering to storage or to market, or to a carrier for transportation to market, or for direct sale any timber products as an incident to ordinary timber harvesting operations, or the preparation of such products for market or for direct sales.

The above definition of Agricultural Activities is broadly worded. Inclusion of use or activity in this definition does not mean that such specific use or activity is not otherwise limited or specifically excluded elsewhere in this Easement, or restricted by applicable laws or regulations. No agricultural Structures are allowed within the Protected Property. Agricultural Activities are restricted by the Agricultural Activities Limitations in **Paragraph 4.5.**

2.3 **<u>"Baseline Report"</u>** is defined in **Paragraph 20.10**.

2.4 **<u>"Best Management Practices"</u>** unless a specific set of practices is otherwise indicated in Grantor's Watershed Forest Management Plan or by the existing uses and practices employed by Grantor on the Protected Property, Best Management Practices are a series of guidelines or minimum standards recommended by governmental resource management agencies, professional organizations, and universities for proper farming and forestry operations and application of Pesticides, with the goal of limiting non-point pollution of water resources and other disturbances of soil, water, and vegetative resources and to protect wildlife habitats.

2.5 **<u>"Code"</u>** is defined in the Recitals.

2.6 **<u>"Conservation Values"</u>** are defined in the Recitals.

2.7 **<u>"Environmental Laws"</u>** means any and all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, Hazardous Materials (as hereinafter defined), worker and community right-to-know, light, noise, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use restrictions as may now or at any time hereafter be in effect and applicable to the Protected Property and the performance of any obligations under this Easement.

2.8 **<u>"Forestry Activities"</u>** means: planting, growing, harvesting, spraying, pruning, or cutting or removal of live or dead trees, other than Christmas trees and nursery stock, including the right to construct, use, and maintain access roads or trails, including the operation of an existing sand and gravel pit on the Massachusetts Property to produce and generate stockpiles of sand and gravel, -to support such construction, use, and maintenance by or on behalf of Grantor, and to use motorized vehicles, only as necessary for such *bona fide* forestry operations. Such activities also may include actions to preserve or enhance habitat for particular wildlife species and overall forest productivity.

2.9 **<u>"Grantee"</u>** is defined in the opening Paragraph of this Easement and includes the initial Grantee and its successors and assigns in interest.

2.10 **<u>"Grantor"</u>** is defined in the opening Paragraph of this Easement and includes the initial Grantor and its successors and assigns in interest.

2.11 **<u>"Hazardous Materials"</u>** means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution, or substance which may pose a present or potential hazard to human health or the environment.

2.12 **<u>"Invasive Species"</u>** are: (i) non-native plants that are disruptive in a way that causes environmental or economic harm or harm to human health, and (ii) non-native insects, fungi, parasites, and other organisms that attack native species of flora and fauna or threaten the diversity and health of the forest or other natural ecological communities.

2.13 **<u>"New Uses"</u>** are new Passive Recreational Uses, including hunting, fishing, hiking trails, boating, and other forms of passive recreation, which are permitted under **Paragraph 4.1c**.

2.14 "Notice" is the notice required by **Paragraph 20.9.**

2.15 **<u>"Passive Recreational Uses"</u>** are low-impact, non-developed uses that do not (a) require development of, or the construction of Structures or other facilities or improvements prohibited on the Protected Property by **Paragraph 3.3**, (b) involve the recreational use of motorized vehicles, (c) impair the Conservation Values protected by this Easement, (d) have a significant impact on soils or cause siltation and erosion of the Protected Property, or (e) interfere with the Purpose. Passive Recreational Uses include exercise, sporting, and non-motorized recreational activities that are predominantly outdoor in nature, including, but not limited to, hunting, fishing, hiking and hiking trails, boating, bird watching, walking, running, cross-country skiing, snow-shoeing, and similar activities and other forms of passive recreation.

2.16 **<u>"Pesticide"</u>** includes, but is not limited to, insecticides, fungicides, rodenticides, biological agents and herbicides, or other potentially harmful substances or by-products thereof.

2.17 **<u>"Purpose"</u>** is defined in **Paragraph 1** hereof.

2.18 **<u>"Qualified Natural Resource Professional"</u>** is a certified professional forester, forest ecologist, wildlife biologist, soil scientist, or agricultural specialist, including an employee of Grantor having any of the foregoing certified expertise, with substantial training and expertise, and any necessary certifications, in the relevant environmental sciences.

2.19 **"<u>Retained Uses</u>"** All of the MDC's existing uses of the Protected Property are Retained Uses, and are further enumerated in **Paragraph 4.1**.

2.20 **<u>"Structure"</u>** means anything constructed or erected, the use of which requires permanent location on, above or under the ground, or attachment to something having a permanent location on, above or under the ground. This includes but is not limited to: dwellings and buildings.

2.21 **<u>"Water Company Improvements"</u>** means, collectively, the existing MDC Structures or other MDC improvements, and future MDC Structures or other MDC improvements that are hereafter constructed by Grantor on the Protected Property that are necessary or advisable, in Grantor's reasonable judgment, to fulfill its public service obligations to conduct its present and future water utility operations or to provide a safe, reliable, and adequate public water supply.

Water Company Improvements include the following: MDC water or public recreational use facilities, treatment plants, water tanks, wells, pumping stations, well houses, pressure regulating facilities, MDC West Branch Headquarter building and ancillary buildings thereto, the gatehouse, infrastructure, and equipment including dams, spillways, water release Structures and appurtenances, pipelines, gates and valves, hydroelectric power generating equipment, fences, gates, service roads, fire hydrants, aqueducts, storage facilities (including, without limitation, barns, sheds, and garages), and all other property and equipment used in Grantor's water utility operations that are situated on the Protected Property.

2.22 **<u>"Watershed Forest Management Plan"</u>** is that plan described in **Paragraph 4.1a.**

3. LIMITATIONS AND PROHIBITED USES. In order to carry out the Purpose, and subject to Grantor's Retained Rights and Permitted Uses, including but not limited to Water Company Improvements, set forth in **Paragraph 4** below and provisions elsewhere in this Easement, the following acts or uses are expressly prohibited on or in connection with the Protected Property.

The following uses and Structures shall be prohibited:

a. Residential, industrial, and commercial development of any kind, or development of municipal use buildings or Structures and the construction of associated infrastructure, roads, and access-ways developed for these purposes or Structures, but excluding any Water Company Improvements necessary for the Retained Uses, New Uses, or any permitted uses under this Easement;
b. Solid or hazardous waste storage, transfer, or treatment facilities;
c. Active Recreational Uses;
d. Mining, drilling, or dredging of any rock, soil, or sand material for any purpose other than to augment or assure public water supply, or as permitted under **Paragraph 4.6** below; and
e. Any unpermitted use inconsistent with Connecticut state law and regulations related to Class I and II water company lands, regardless of whether the subject property remains classified as such after granting of this Easement.

3.1 **<u>Subdivision</u>.** Except divisions that are required by DPH or any other governmental regulatory agency having jurisdiction, the Protected Property shall together constitute, for purpose of this Easement and not for any zoning, land use, or other purpose, one entire parcel of land, and shall be granted, sold, exchanged, gifted, conveyed, or transferred as a unit in order to prevent land and management fragmentation, notwithstanding that said Protected Property may be described as one or more parcels of land on **Schedule A** hereof or in any prior deed. The Protected Property may not be divided (including by lot line change), partitioned, or subdivided, nor conveyed, whether by physical, legal, or other process, except in its current configuration, unless required by any governmental regulatory agency having jurisdiction. Grantor shall provide prior written Notice to Grantee of Grantor's application for such governmental regulatory approval. Partition of the Protected Property between owners or tenants in common shall be considered a subdivision and is prohibited under the terms of this Easement. Any portion of the Protected Property conveyed pursuant to this provision shall remain subject to this Easement in all respects.

3.2 **<u>Use for Development</u>.** The Protected Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Easement for the purposes of determining density or lot coverage, set-backs, and frontage requirements, under otherwise applicable laws, regulations, or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nothing herein contained shall be construed to prevent Grantor from using any of the Protected Property as property qualifying for open space, forest, or farmland for tax exemption purposes under applicable statutes and laws.

3.3 Prohibited Structures and Other Improvements. There shall be no construction or placing of any building, tennis, or other recreational court, landing strip, mobile home, swimming pool, crypt, fence, sign (other than those signs reasonably required by Grantor for appropriate management of its water utility operations), asphalt or concrete pavement, parking area, billboard or other advertising display, antenna, utility pole, tower, conduit, line, electric light, or any other temporary or permanent Structure or facility on, under, or above the Protected Property except as provided herein or in **Paragraph 4**. New energy transmission lines or pipelines, or fossil fuel or renewable energy generation projects, are prohibited, with the exception of hydroelectric power facilities and generation as provided in **Paragraph 4.1e** below and other than pipelines or transmission lines directly associated with public water supply. Any permitted pipelines or transmission lines shall be located underground if reasonably practicable.

3.4 Changes in Topography and Mining. There shall be no ditching, draining, diking, filling, excavating, dredging, surface, or subsurface mining or drilling, removal of topsoil, sand, gravel, rock, stone walls, minerals, or other materials, nor any building of roads or change in the topography of the land in any manner except as provided in **Paragraph 4**.

3.5 Changes to Vegetation. There shall be no removal, destruction, or cutting of trees, shrubs, or plants, or planting of non-native species with invasive characteristics, introduction of non-native animals, grazing of domestic animals, or disturbance or change in the natural habitat except in connection with:

(i) the maintenance of existing unpaved lanes and open areas;
(ii) the removal of Invasive Species pursuant to **Paragraph 4.9**;
(iii) the removal or the pruning of dead, damaged, diseased, or live trees and brush that pose a threat to safety or Structures;
(iv) any recommendations regarding the Protected Property by DEEP or other duly authorized governmental authority, or in the Watershed Forest Management Plan;
(v) Water Company Improvements; or
(vi) as permitted by **Paragraph 4** below.

3.6 Pesticides and Hazardous Materials. There shall be no storage, use, or disposal of hazardous or poisonous chemicals and substances, including but not limited to petroleum products, herbicides, fungicides, insecticides, chlorinated organic compounds, wood preservatives, asbestos, radioactive hazardous waste, or other similar substance or material on the Protected Property; and except as provided in **Paragraph 4** or as Grantor may be authorized in the future to fulfill its public service obligations to conduct its present and future water utility operations by any regulatory agency having jurisdiction, with Grantor providing prior written Notice to Grantee of Grantor's application for such authorization. The preceding restriction shall not apply to the aboveground presence, use, or storage on the Protected Property of small quantities of the aforementioned substances that are generally recognized to be appropriate to normal agricultural or open space use.

3.7 Trash and Hazardous Waste. There shall be no storage, placing, filling or dumping of ashes, refuse, trash, vehicles or vehicle parts, debris, junk, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any new placement of underground storage tanks (except as Water Company Improvements), in, on or under the Protected Property.

3.8 **<u>Pollution and Alteration of Water Resources</u>.** There shall be no pollution, alteration, depletion nor extraction of surface water, natural water courses, lakes, ponds, marshes, wetlands, subsurface water, or any other water bodies, nor shall there be activities conducted on the Protected Property which would be detrimental to water purity or quality, or which could alter natural water level, and/or flow in or over the Protected Property, except as provided in **Paragraph 4**.

3.9 **<u>Recreational Vehicles</u>.** There shall be no operation of snowmobiles, dune buggies, motorcycles, bicycles, all-terrain vehicles, hang gliders, aircraft, recreational drones, helicopters, jet skis, motorized boats, or any other types of mechanized land based motorized recreational vehicles except as provided in **Paragraph 4** below.

3.10 **<u>Commercial Uses.</u>** All commercial purposes (except for Water Company Improvements, water utility uses, and related uses permitted under **Paragraph 4**), and all recreational uses requiring "intensive development," as defined by C.G.S. §7-131d(c), shall be prohibited, including, but not limited to, golf courses, driving ranges, tennis courts, ball fields, swimming pools, and uses by motorized vehicles other than motorized vehicles used (i) for management of the Protected Property, (ii) emergency purposes, or (iii) by Grantor in the exercise of the rights reserved under **Paragraph 4** of this Easement; provided trails or pathways for pedestrians, motorized wheelchairs, or non-motorized vehicles shall not be considered intensive development.

3.11 **<u>Other Use</u>.** Any other use of the Protected Property which would be inconsistent with the Purpose of this Easement or that would impair the Protected Property's Conservation Values is prohibited, unless such use or activity is deemed necessary by Grantor and Grantee for the protection of the Protected Property's Conservation Values and agreed to in writing.

4. GRANTOR'S RETAINED RIGHTS AND PERMITTED USES. In addition to its fee simple title to the Protected Property, Grantor expressly reserves the following rights and restrictions over the Protected Property, which rights and restrictions are retained or imposed by Grantor exclusively for the benefit of Grantor, and its successors and assigns that are performing Grantor's water utility operations, and shall be exercised by Grantor only (i) to the extent necessary or advisable, in Grantor's reasonable discretion, for Grantor to fulfill its public service obligation to conduct its present and future water utility operations or to provide a safe, reliable, and adequate public water supply, and (ii) following any required Notice to and consultation with Grantee required by this Easement. Grantor retains the right to undertake or continue any activity or use of the Protected Property not prohibited by this Easement and not inconsistent with the Purpose of the Easement.

Notwithstanding the Limitations and Prohibited Uses of **Paragraph 3**, the following activities and uses are hereby acknowledged by Grantor and Grantee to be consistent with the Purpose of this Easement and are expressly permitted to be performed on the Protected Property by Grantor and Grantor's employees, contractors, guests, and invitees in a manner that does not impair the Conservation Values protected by this Easement or its Purpose.

4.1 **<u>Retained Uses.</u>** All of the MDC's existing uses of the Protected Property shall be Retained Uses, including, but not limited to:

a. **Forestry Management**. Forestry management of the Protected Property for watershed protection management purposes, consistent with the MDC's current and past forestry management practices, as documented, and as may be amended, by Grantor's Watershed Forest Management Plan, provided, however, that any changes to the Watershed Forest Management Plan applicable to the Protected Property shall be subject to the Notice and comment requirements set forth in Paragraph 6.

i.) **Permitted Forestry Management** includes activities in order to: reasonably control insects and disease, commercially harvest timber to maintain the health of the forest resource and watershed, improve wildlife habitat to the extent permissible under and consistent with the Watershed Forest Management Plan, remove blow downs, and prevent personal injury and property damage on the Protected Property. All Forestry Activities conducted on the Protected Property shall be performed in accordance with a Watershed Forest Management Plan prepared by Grantor and consistent with the terms in subsection ii below. All foresters hired by Grantor to work on the Protected Property are subject to any licensing requirements in Connecticut that may pertain to such work, and Grantor shall comply with all State of Connecticut Forest Practices Act Regulations (C.G.S. § 23-65), applicable CT Inland Wetland Commission (IWC) regulations, forestry Best Management Practices (BMPs), and silvicultural regulations for Connecticut. Grantor will provide Grantee with copies of CT IWC Harvest Notification forms (or subsequent forms as the State may produce), and maps for any timber harvests on the Protected Property.

ii.) **Watershed Forest Management Plan**. The objective of any required Watershed Forest Management Plan shall be to preserve and protect all Grantor-owned watershed property in Connecticut, including the Protected Property. In particular, to protect the hydrological systems, water quality, and woodland wildlife habitat of the Protected Property, the Watershed Forest Management Plan shall provide for maintenance of the forested areas in a canopied state. Said plan shall contain appropriate methods and procedures to ensure that objective and shall require that it: (i) be carried out in accordance with generally accepted Best Management Practices, including by way of illustration and not limitation, the most current Best Management Practices for Water Quality While Harvesting Forest Products, prepared by DEEP or any successor management practices or regulations promulgated by said agency; (ii) be conducted in a manner designed to minimize erosion or sedimentation of the Protected Property; and (iii) be carried out in a manner to minimize impact on the natural, agricultural, scenic, forested, and open space Conservation Values of the Protected Property. A licensed forester shall oversee any timber harvesting, including cutting or removal of live or dead trees, to ensure compliance with the Watershed Forest Management Plan.

b. **Water Supply Use**. All riparian and littoral rights and all other water diversion, drainage, and flowage rights, which rights Grantee specifically acknowledges and agrees are part of Grantor's integrated water supply system located within and outside the Protected Property and are appurtenant to said water supply system and the Protected Property, it being the intent of Grantor and Grantee that this reservation shall neither enhance nor diminish Grantor's riparian and littoral rights and other water diversion, drainage, and flowage rights (including flowage and flooding rights of the United States Army Corps of Engineers); Grantor retains the right of use of the Protected Property for water supply purposes, including access to and the ability to install, construct, and maintain water supply improvements and equipment. For avoidance of any doubt regarding the retention of the foregoing rights and consistent with such retention, Grantor and Grantee acknowledge and agree that the Protected Property does not include: (i) the waters of the Colebrook River Lake Reservoir or the West Branch Reservoir, as well as (ii) all the land underlying such waters.

c. **Public Passive Recreational Uses**. Public access for existing and future passive recreational use. All permitted existing Passive Recreational Uses shall be limited in extent and location so as not to have a significant impact on soils or cause siltation and erosion of the Protected Property or significantly impair the Purpose of this Easement.

No new public access for Passive Recreational Uses is permitted, including hunting, fishing, hiking trails, boating, and other forms of passive recreation, unless such new public access is permitted by Grantor.

d. **Public Safety and Water Supply Security Use**. Management, monitoring, and policing of the use of the Protected Property to protect public safety and water supply security.

e. **MDC Facilities and Infrastructure Use.** The right of Grantor to repair, replace, maintain, alter, renovate, replace, and modify any and all Water Company Improvements currently or hereafter situated on the Protected Property. Grantor shall have the right, at any time in the future, but subject to the limitations set forth herein, to construct and use future Water Company Improvements or to expand existing Water Company Improvements on the Protected Property. Grantor shall obtain all required permits and governmental approvals prior to the construction of any such future Water Company Improvement.

Grantor shall have the right to maintain all existing, and to install and maintain in the future, above ground and below-ground utility transmission and distribution lines and mains and fire hydrants, valves, canals, and aqueducts, provided, however, Grantor shall use commercially reasonable efforts to locate and install such utility transmission and distribution lines and mains below ground, applying then current industry standard parameters and customary engineering analysis to determine whether each such line or main will be above-ground or below-ground.

The right of Grantor, following the receipt by Grantor to all applicable permits and governmental approvals, to expand, reduce, contract, or alter the size, configuration of any body of water that is now or hereafter owned by Grantor and is located on or contiguous to the Protected Property; specifically including any such expansion, alteration, and/or re-configuration that cause such body of water to cover portions of the Protected Property.

4.2 **<u>Easements and Rights of Way.</u>** The right of Grantor to grant utility easements over the Protected Property that are reasonably necessary or customary in connection with any Water Company Improvement now existing or hereafter constructed on said Protected Property.

4.3 **Mortgage and Convey Subject to Easement.** Grantor retains the right to sell, give, mortgage, lease, devise, or otherwise convey the Protected Property in its entirety, except as otherwise provided herein. Any such conveyance shall be subject to the terms of this Easement. Grantor shall provide written Notice of any conveyance that is not a mortgage to Grantee at least thirty (30) days prior to such conveyance to provide the opportunity for Grantee to explain the terms of the Easement to potential new owners or interest holders prior to any closing or transfer. No later than thirty (30) days after the transfer, any new successor Grantor shall provide to Grantee with the newly recorded deed, as well as the successor Grantor's name and contact information.

4.4 **Existing Structures.** Grantor retains the right to maintain such Structures as currently exist on the Protected Property which Structures may be repaired or replaced on the same site, but not expanded unless otherwise permissible under this Easement, by like Structures used for the same or similar purposes. Existing stone walls may be maintained, replaced, or repaired utilizing only dry-laid field stone construction, although the interior layers may be mortared to maintain the integrity of the wall or prevent the unauthorized removal of stones. No stones from walls, forest floor (except for those stones removed pursuant to the operation of sand and gravel pits and stockpiles authorized hereunder), or any other location may be removed from the Protected Property.

4.5 **Agricultural Activities Limitations**. Grantor retains the right within the 630.04 acres containing farmland soils as delineated on the Farmland Soils Map contained in the Baseline Report to conduct Agricultural Activities on the Protected Property. Grantor may construct, maintain, relocate, improve, and replace fences and walls to be used for Agricultural Activities as provided hereafter. No other Structures are permitted under this Paragraph.

(a) **Fences and Walls**. Existing fences and stone walls may be removed, repaired, and replaced in their current locations. New fences may be built on the Protected Property, for purposes of reasonable and customary management and protection of watershed, crops, livestock, and wildlife, and for security of farm produce, livestock, equipment, and improvements on the Protected Property, and to define boundaries.

4.6 **Ancillary Sand and Gravel Operations.** The right of Grantor to transport and install products and stockpiles generated by the operation of the existing sand and gravel pit on the Massachusetts Property for Water Company Improvements on the Protected Property, including but not limited to service roads.

4.7 **Signs.** Grantor retains the right to place and maintain signs on all or a portion of the Protected Property identifying the boundaries of the Protected Property and the permitted and/or prohibited uses thereon. If such boundary lines are unmarked by Grantor, Grantee may request that Grantor provide signage marking such lines, provided such signage is consistent with other signage placed or posted by Grantor.

4.8 **Habitat Enhancement**. Grantor retains the right to improve wildlife habitat through the creation and placement of improvements, including but not limited to, bird houses, brush piles, sunning logs, planting of specific habitat vegetation, to erect fences to exclude deer and other animals for the purpose of protecting habitat from browse, and to conduct other habitat enhancement activities as provided in the Watershed Forest Management Plan, or as recommended by a Qualified Natural Resource

Professional.

4.9 Invasive Species Removal and Pesticide Use.

(a) Grantor reserves the right to remove or control Invasive Species or species which are a threat to the health of humans, animals, or native species of flora and fauna. Grantor retains the right to use Pesticides for such purposes, including the use of Pesticides to treat non-native insects, fungi, parasites, Invasive Species, and other organisms that attack native species of flora and fauna or threaten the natural ecological communities on or adjacent to the Protected Property;

(b) Any such use of Pesticides shall be conducted in a manner reasonably designed to control the identified threat with the least possible damage to non-target species; for example, by use of the narrowest spectrum, least persistent material appropriate for the target species, and in accordance with applicable law and Best Management Practices. All Pesticides shall be used in a directed-spray manner specifically targeting pests to minimize Pesticide contact with non-target plants and animals unless:

(i) applied by a licensed pesticide applicator in accordance with the Watershed Forest Management Plan; or

(ii) with the prior approval of DEEP or other duly authorized governmental authority.

4.10 Necessary Vehicles. As reasonably necessary in connection with permitted uses, management, and protection of the Protected Property, Grantor retains the right to bring on the Protected Property and operate automobiles, light trucks, off-road vehicles, farm equipment, forestry equipment, emergency and rescue vehicles, maintenance equipment, and other vehicles and equipment.

4.11 Trails. The right to maintain and use existing trails in furtherance of the activities permitted by **Paragraph 4.** Grantor retains the right to construct, relocate, repair, maintain, and use roads, bridges, culverts, and gates in furtherance of the activities permitted herein, and the right to utilize motorized vehicles in performing trail construction, repair, and maintenance activities. Trails shall not be designed for or used by motorized vehicles, except for necessary emergency and maintenance vehicles.

All trails on the Protected Property shall be planned, located, constructed, and used to minimize sedimentation or erosion of the Protected Property and to limit adverse impacts on wetlands and watercourses on or adjacent to the Protected Property. The extent and use of such improvements shall not, singularly or in the aggregate, have an adverse impact on the Purpose of this Easement.

5. GRANTEE'S RIGHTS OF ENTRY. To accomplish the Purpose of this Easement, the following rights of entry are conveyed to Grantee by this Easement:

5.1 Right of Entry for Stewardship and Monitoring Purposes. Upon forty-eight (48)hours advance notice to Grantor, pursuant to Paragraph 20.9, except in cases involving emergencies or a threatened and imminent breach of this Easement, Grantee has the right to enter the Protected Property in the areas designated in Paragraph 5.2 at all reasonable times and in a reasonable manner, excluding the use of drone aircraft, for the purposes of: (i) inspecting the Protected Property to determine if Grantor is complying with the terms of this Easement; and (ii) documenting Grantor's compliance with this Easement and the condition of the Protected Property through photographs and other forms of visual media.

5.2 <u>Grant of Permanent License of Access and Right of Way</u>. Grantor conveys to Grantee a license of access and right of way through existing public roads or rights-of-way and other necessary accessways identified and set forth on **<u>Schedule B</u>** attached hereto and made a part hereof, across other lands of Grantor as reasonably necessary for the specific purpose of access to all areas of the Protected Property by foot, or by vehicle if such access includes a road that permits vehicles, for the sole and exclusive purposes of monitoring the Protected Property, and administering, performing, and enforcing the Grantee's rights and obligations under this Easement. Grantor may preclude access through one or more of the access points for safety or other operational reasons, the Grantor shall then provide another access point on a temporary or permanent basis. Such license and right-of-way shall be irrevocable during the duration of the Conservation Easement.

6. MANAGEMENT. Grantee shall be given Notice of any proposed changes applicable to the Protected Property in the Watershed Forest Management Plan and may comment on such changes.

7. NO PUBLIC ACCESS. Nothing contained in this Easement shall give or grant to the public a right to enter upon or to use the Protected Property or any portion thereof where no such right existed for the public immediately prior to the execution of this Easement. Grantor retains the right to allow public access for permitted purposes.

8. NOTICE.

8.1 <u>Notice</u>. Whenever Notice to Grantee is required under the provisions of this Easement, Grantor shall provide such Notice in the form required by Section 20.9 hereof. Subject to Paragraph 1 hereof, whenever Grantor intends to undertake any activity or to exercise any right that Grantor reasonably determines may have a material adverse effect on the Conservation Values of the Protected Property, Grantor shall provide Notice to Grantee in the form required by Section 20.9 hereof not less than forty-five (45) days prior to such activity or exercise of right, of the scope and timing of the proposed activity or right and the method and manner with which such activity or right will be accomplished. Within such period, Grantee may comment on the proposed activity or right, suggest changes or actions in the timing, method, and manner of the proposed activity or right, and request any actions reasonably necessary to prevent a result that is inconsistent with the Purpose of this Easement and its Conservation Values. Provided, however, in the event the Grantee notifies the Grantor in writing that additional relevant information is required in order for it to make an informed decision about the effect of the proposed activity or right, such time period shall be extended until thirty (30) days after Grantee has received the requested information.

8.2 <u>Approval in Changed or Unforeseen Circumstances</u>.

Subject to Paragraph 1 hereof, no use shall be made of the Protected Property and no activity thereon shall be permitted which is or is likely to become inconsistent with the Purpose of this

Easement. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Easement, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting this Easement or the Protected Property. The Parties, therefore, may determine whether the following are consistent with this Easement: (a) proposed uses or proposed improvements not contemplated or addressed by this Easement or (b) alteration in existing uses or Structures not contemplated or addressed by this Easement.

Recognizing that Best Management Practices, technologies, climate, the ecological state of the region, and scientific knowledge will change over time, Grantor and Grantee agree that the Parties by mutual written agreement may permit activities otherwise restricted or prohibited, or for which no provision is made in this Easement, as provided in this Paragraph.

a. Activities otherwise restricted or prohibited, or for which no provision is made in this Easement, may be permitted by the Parties by mutual written agreement in limited circumstances if they determine that such permission 1.) is consistent with this Easement; 2.) is in substantial conformity with the intent of the original Grantor, and 3.) will result in the continued protection of important Conservation Values or ecological resources on the Protected Property. The circumstances that would justify such permission include:

(i) disease, pests, fire, storm or natural disaster;
(ii) changes in scientific knowledge, technology, or Best Management Practices;
(iii) the existence of threatened or endangered species on or abutting the Protected Property;
(iv) changes in climate affecting the ecological condition of the surrounding area or ecological system; or
(v) other unforeseen circumstances that would threaten or have an adverse impact on the Grantor's Water Company Operations and/or the Purpose of this Easement,

b. Grantee and Grantor have no right or power to agree to any activities under this Paragraph that would:

(i) adversely affect the perpetual duration of this Easement, the Grantor's Water Company Operations, or the Purpose of this Easement;
(ii) result in the termination of this Easement over all or a portion of the Protected Property; or
(iii) impair the qualification of this Easement or the status of Grantee under any applicable laws, including Conn. Gen. Stat. §§ 47-42a–47-42e;, and §§ 170(h) and 501(c)(3)of the Code.

c. All requests for approval to either Party shall be in writing and shall describe the proposed activity in sufficient detail to allow the other Party to judge the consistency of the proposed activities with this Easement. Neither Grantor nor Grantee shall incur any liability for any failure or refusal to grant approval under this Paragraph, and no approval pursuant to this Paragraph shall be effective unless mutually agreed to and executed in writing by both Parties.

9. COSTS AND LIABILITIES.

9.1 <u>In General</u>. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance of comprehensive general liability insurance coverage in an adequate amount as determined by Grantor. Grantor shall keep Grantee's interest in the Protected Property free of mechanics liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

9.2 **<u>Taxes</u>.** Grantor agrees to pay any real estate taxes or other lawful assessments levied on the Protected Property.

9.3 **<u>Acts Beyond Grantor's Control</u>**. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including without limitation, fire, flood, storm, earth movement, natural disease, unauthorized wrongful acts of third persons, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes; and nothing in this Easement shall require Grantor to take any action to restore the condition of the Protected Property after any act or event over which Grantor has no control. Notwithstanding the foregoing, nothing contained herein shall limit or preclude Grantor's and Grantee's rights to pursue any third party for damages to the Protected Property from vandalism, trespass, or any other violation of the terms of this Easement. In the event of violations of this Easement caused by unauthorized wrongful acts of third persons, Grantor may assign its right of action to Grantee, to join in any suit, and/or to appoint Grantee its attorney-in-fact for the purposes of pursuing enforcement action.

10. GRANTEE'S REMEDIES.

10.1 **<u>In General</u>**. Grantee has the right to preserve and protect the Conservation Values of the Protected Property consistent with the terms of this Easement.

10.2 **<u>Enforcement.</u>** Grantee has the right generally to (i) prevent any activity on or use of the Protected Property by Grantor or third persons (whether or not claiming by, through, or under Grantor) that is inconsistent with the Purpose of this Easement; (ii) to require Grantor or third persons to restore such areas or features of the Protected Property that may be damaged by any such inconsistent activity or use to its condition prior to such inconsistent activity as may be documented in the Baseline Report, provided Grantor shall have no obligation to so restore for any damage caused by any such inconsistent activity or use by a third party who did not perform or conduct such activity or use on behalf of Grantor; and (iii) to enforce this Easement in the case of violation of its terms by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings.

Specifically, in the event that Grantee becomes aware of a violation of the terms of this Easement, Grantee shall give written Notice to Grantor, and request corrective action sufficient to abate such violations and restore the Protected Property to its previous condition prior to the violation. Grantor agrees that the Baseline Report shall be deemed to provide objective information concerning the Protected Property's conditions at the time of this grant. Failure by Grantor to discontinue or take such other corrective action as may be requested by Grantee within the time period reasonably specified in such Notice shall entitle Grantee, subject to Section 9.3 hereof, to bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Easement; to require the restoration for the Protected Property to its condition substantially similar to that which existed prior to the violation, including without limitation, relief requiring removal of offending Structures, vegetation, and other restoration of the Protected Property (it being agreed that Grantee will have no adequate remedy at law); to enjoin such non-compliance by *ex parte* temporary or permanent injunction in a court of competent jurisdiction; and/or to recover any damages arising from such noncompliance. Such damages when recovered may be applied by Grantee, in its sole discretion, to corrective action on the Protected Property. The Parties to this Easement specifically acknowledge that events and circumstances of noncompliance constitute immediate and irreparable injury, loss, and damage to the Protected Property and accordingly entitle Grantee to such equitable relief, including but not limited to injunctive relief, as the court deems just. No showing of irreparable harm or the insufficiency of monetary damages need be proven in order to obtain injunctive relief to enforce the terms hereof and no bond need be posted.

The remedies described herein are in addition to, and not in limitation of, any other remedies available to Grantee at law, in equity or through administrative proceedings, including Conn. Gen. Stat. § 52-560a.

10.3 Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant and imminent damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Grantee's Remedies Paragraph without prior Notice to Grantor or without waiting for the period to cure to expire.

10.4 Forbearance Not a Waiver. Any forbearance, failure or delay by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver, laches or estoppel of its rights to do so later.

11. COSTS. Grantor acknowledges that Grantee has accepted this Easement in reliance on its entitlement to costs as set forth hereafter. By accepting a deed to the Protected Property, any successor Grantor agrees to be personally bound by the terms and conditions of this Easement, including the obligations of this Paragraph. Recognizing that Grantee is a charitable organization with limited resources that has a duty to protect the Protected Property and property rights it holds in the public interest, Grantor agrees to reimburse Grantee for all reasonable costs incurred by Grantee in enforcing or defending this Easement or in taking reasonable measures to remedy or abate any violation hereof by Grantor, Grantor's agents, employees, lessees, guests, or others for whose action the Grantor is responsible, including without limitation, costs and expenses of investigation, dispute management, negotiation, mediation and, if applicable, arbitration costs, settlement, or suit and reasonable attorneys', experts' and consultants' fees, staff time, and any fees and costs of restoration, remediation, or other damage correction necessitated by any such violation, and including the drafting of any related new conservation protection or enhancement documents, and other payments as may be ordered by such court or arbitrator, provided that a court or arbitration decision determines Grantor is responsible for such violation. If Grantor ultimately prevails in a judicial or arbitration enforcement action, each Party shall bear its own costs.

12. TITLE. At the closing on this Easement, Grantor shall execute a standard owners' title affidavit so that Grantee can obtain a title insurance policy for its interest under the Easement.

13. GRANTOR'S ENVIRONMENTAL WARRANTY AND HOLD HARMLESS. Grantor warrants that Grantor has no actual knowledge of any notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with, or any liability under any Environmental Laws relating to the operations or conditions of the Protected Property. Grantor further warrants that Grantor has no actual knowledge of a release or threatened release of Hazardous Materials on, at, beneath, or from the Protected Property.

Grantor hereby promises to hold harmless and indemnify Grantee against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath, or from the Protected Property by Grantor, or arising from or connected with a violation of any Environmental Laws by Grantor.

14. DURATION; PARTIES SUBJECT TO EASEMENT. The covenants agreed to and the terms, conditions, and restrictions imposed by this Easement shall not only be binding upon the Parties but also their respective lessees, agents, personal representatives, successors, and assigns, and all other successors to Grantor and Grantee in interest and shall continue as a servitude running in perpetuity with the Protected Property.

A Party's rights and obligations under this Easement shall terminate upon the transfer of the Party's interest in the Easement or Protected Property to a party assuming its obligations hereunder, except that liability for acts or omissions occurring prior to transfer shall survive such transfer, but this Easement shall not be affected by such transfer, the transferee having the rights and obligations of the transferring party.

15. SUBSEQUENT TRANSFERS. Grantor agrees that the terms, conditions, restrictions, and Purpose of this Easement or reference thereto will be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests either the fee simple title or possessory interest in the Protected Property; Grantor and successor Grantor shall comply with the Notice provisions in **Paragraph 4.3**. By acceptance of any deed or other conveyance of the Protected Property, any successor Grantor personally accepts and agrees to comply with the covenants and obligations set forth in this Easement. The Parties recognize that Grantee has accepted this Easement in reliance on every successor Grantor's acceptance of such obligations and liabilities.

16. NO EXTINGUISHMENT BY MERGER. Grantor and Grantee agree that the terms of this Easement shall survive any merger of the ownership interest in the fee and Easement interest in the Protected Property in view of the public interest in the enforcement of this Easement. Any instrument of assignment of this Easement or the rights conveyed herein shall refer to the provisions of this Paragraph and shall contain language necessary to continue it in force. Further, no deed, transfer, or assignment shall be effective if it will result in merger, until a like conservation easement has been granted to avoid merger. This provision survives the extinguishment of this Easement.

17. ASSIGNMENT. The Parties hereto recognize and agree that the benefits of this Easement are in gross and assignable. Grantee hereby covenants and agrees that in the event it transfers or assigns this Easement, the organization receiving the interest must be a qualified organization as that term is defined in § 170(h)(3) of the Code (or any successor section) and the regulations promulgated thereunder, which is organized and operates primarily for one of the conservation purposes specified in § 170(h)(4)(A) of the Code. Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which this Easement was originally intended to advance.

18. LIMITATION ON AMENDMENTS. This Easement is intended by the Parties to protect the Conservation Values of the Protected Property in perpetuity. There may come a time when unusual and unforeseen circumstances arise which in the judgment of Grantor and Grantee merit consideration of amendment of this Easement, and the Parties determine, that such amendment is appropriate to enhance the preservation of the Protected Property in perpetuity, to correct an error or clarify an ambiguity, to add new land area to the protection of the Easement, or to upgrade standard language and format to reflect statutory or regulatory changes, improve enforcement and administration, and is consistent with the Conservation Values of this Easement.

Such amendment must meet ALL of the following criteria, as mutually determined and agreed to by the Parties:

(a) clearly serve the public interest and be consistent with the Easement,
(b) comply with all applicable federal, state and local laws,
(c) not jeopardize Grantee's tax-exempt status or status as a charitable organization under federal or state law,
(d) not result in private inurement or confer an impermissible private benefit,
(e) be consistent with the Purpose(s) of this Easement,
(f) not be inconsistent with the charitable intent of the donor, and any direct funding source,
(g) have a net beneficial or neutral effect on the relevant Conservation Values protected by this Easement, and
(h) not negatively affect the enforceability of this Easement.

The Parties may not amend this Easement in any way that could adversely affect the perpetual duration of this Easement with respect to all or any portion of the Protected Property.

Any amendment of this Easement in accordance with this Paragraph shall be executed by the Parties to this Easement and by the record owner or owners of the portion or portions of the Protected Property to which the amendment applies, and recorded in the official land records of the town where such portion or portions of the Protected Property is or are located. Grantee shall not be liable for any failure to grant approval under this Paragraph.

19. EXTINGUISHMENT. Grantor hereby agrees that at the time of the conveyance of this Easement to Grantee, this Easement gives rise to a real property right, immediately vested in Grantee. The value of Grantee's real property right is represented by the ratio of the value of this Easement on the date of this Easement to the value of the Protected Property, as a whole at that time, without deduction for the value of the Easement, on the date of this Easement, as determined in accordance with the valuation substantiation requirements of Treas. Reg. § 1.170A-14(h)(3) (the "Grantee's percentage interest").

For purposes of this Paragraph, the ratio of the value of this Easement to the value of the Protected Property unencumbered by this Easement shall remain constant, and Grantee's percentage interest in the fair market value of the Protected Property thereby determinable shall remain constant,

If a subsequent unexpected change in the conditions surrounding the Protected Property make impossible or impractical the continued use of the Protected Property for conservation purposes, this Easement can only be terminated or extinguished, whether with respect to all or part of the Protected Property, by judicial proceedings in a court of competent jurisdiction and in accordance with state law. On a subsequent sale, exchange, or involuntary conversion of the Protected Property, the Grantee shall be entitled to a portion of the proceeds at least equal to that proportionate value of the Easement, in priority to the owner of the Protected Property in whom the Protected Property is titled at the time of such post-extinguishment sale, exchange, or involuntary conversion, and in priority to any other lien or claim encumbering the Protected Property.

The owner of the Protected Property in whom the Protected Property is titled at the time of such post-extinguishment sale, exchange, or involuntary conversion shall bear the responsibility for the payment and satisfaction of any claims or liens against the Protected Property. If Grantee does not receive Grantee's percentage interest from the proceeds of such sale, exchange, or involuntary conversion, then Grantee may recover the resulting deficiency from the post-extinguishment owner of the Protected Property in whom the Protected Property is titled at the time of such post-extinguishment sale, exchange, or involuntary conversion. Grantee may record a lien to secure its recovery of such deficiency. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with the Purpose of this Easement.

Any extinguishment of this Easement in accordance with the provisions of this Paragraph shall be recorded in the land records of the town where the Protected Property is located and Grantee shall, upon request, promptly and without charge, execute in recordable form and deliver to Grantor such instrument as Grantor may reasonably request for this purpose. In the event of extinguishment, the provisions of this Paragraph shall survive extinguishment.

Whenever all or any part of the Protected Property or an interest therein is taken by public authority under power of eminent domain or other act of public authority, then Grantor and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action, and the proceeds so recovered shall be allocated to Grantor and Grantee in accordance with their respective interests in all or any part of the Protected Property or interest therein so taken. The respective rights of Grantor and Grantee set forth in this subparagraph shall be in addition to, and not in limitation of, any rights they may have at common law. Grantee shall use its share of the proceeds in a manner consistent with the Purpose set forth herein.

20. GENERAL AND MISCELLANEOUS PROVISIONS.

20.1 **In General**. The interpretation and performance of this Easement shall be governed by the laws of the State of Connecticut without giving effect to any conflict of laws provision. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect. The obligations imposed by this Easement upon Grantor, if more than one, shall be joint and several. Reference to any Paragraph herein shall be construed to include all subparagraphs and subsections under the referenced

Paragraph. Whenever the context so requires or admits, words in the singular number shall include the plural, and vice-versa, and any word in a given gender shall include either or both genders, or the corporate form.

20.2 **Liberal Construction.** The Parties agree that any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to effect the conservation Purpose of this Easement and the policy and purpose of Conn. Gen. Stat. §§ 47-42a–47-42e, as amended. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid and perpetually enforceable shall be favored over any interpretation that would render it invalid.

20.3 **Severability.** If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions for this Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

20.4 **Entire Agreement.** This Easement and the schedules, exhibits, and addenda attached hereto set forth the entire agreement of the Parties with respect to this Easement and supersede all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein.

20.5 **Re-recording**. Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement; for such purpose, Grantor appoints Grantee its attorney-in-fact to execute, acknowledge, and deliver any necessary instrument on its behalf regarding such enforceability. Without limiting the foregoing, Grantor agrees to execute any such instruments upon request.

20.6 **Governmental Approvals.** The conveyance of this Easement by Grantor to Grantee shall not relieve Grantor of the obligation and responsibility to obtain any and all applicable federal, state, and local governmental permits and approvals, if necessary, to exercise Grantor's retained rights and uses of the Protected Property even if consistent with the Purpose of this Easement.

20.7 **Captions.** The captions herein have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.

20.8 **Counterparts.** The Parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

20.9 **Notices**. Any Notices required in this Easement shall be sent by registered or certified mail return receipt requested, or sent by receipted delivery service or acknowledged electronic transmission, or delivered by an official authorized to make service of process in the recipient's jurisdiction, to the following address or such address as may be hereafter specified by Notice in writing:

Grantor: **The Metropolitan District**

555 Main Street,
Hartford CT 06103
Email address: legal@themdc.com

Grantee: **Northwest Connecticut Land Conservancy, Inc.**
P.O. Box 821
5 Maple Street
Kent, Connecticut 06757

With Notices to Grantee via Federal Express:
5 Maple Street
Kent, Connecticut 06757

20.10 **<u>Baseline Report</u>**. In order to establish the condition, present uses, and state of improvement of the Protected Property and its Conservation Values as of the date of this Easement, Grantee and Grantor have prepared an inventory of the Protected Property's relevant features and conditions (the "Baseline Report") including maps, photographs, and other documentation, and have certified the same as an accurate representation of the condition of the Protected Property as of the date of this Easement. The Baseline Report is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. It may be used by Grantee or Grantor to establish that a change in the use or character of the Protected Property has occurred. The Baseline Report may be amended from time to time by written agreement of the Parties acting jointly. Each Party shall pay for its own costs in preparing the Baseline Report and any amendments thereto. Grantee shall maintain copies of the Baseline Report and any amendments thereto.

20.11 **<u>Authority</u>**. Each signatory of this Easement represents and warrants that he or she is duly authorized to enter into and execute the terms and conditions of the Easement and to legally bind the Party he or she represents.

21. ECONOMIC HARDSHIP. In making this grant, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both Grantor and Grantee that any such changes shall not be deemed to be a circumstance justifying the amendment, termination, or extinguishment of this Easement or any portion thereof. In addition, the inability of Grantor, or Grantor's successors and assigns, to conduct or implement any or all of the uses permitted under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

22. NO TAX ADVICE. Each Party hereto acknowledges and agrees that it has not received and is not relying upon tax or other advice from any other Party, and that it has and will continue to consult its own advisors. Neither Party makes any representation or warranty whatsoever regarding the tax treatment to the other Party of this Easement.

23. RECITALS AND EXHIBITS INCORPORATED HEREIN. Any and all Recitals (including any representations therein) in this Easement are agreed by the Parties to be accurate, except for those representations by Grantee in such Recitals upon which Grantor is relying upon for the accuracy of such representations, are incorporated into this Easement by reference, and shall constitute integral terms and conditions of this Easement. Any and all schedules, exhibits, and addenda attached to and referred to in this Easement are hereby incorporated into and made a part of this Easement.

24. ACCEPTANCE AND ACKNOWLEDGMENT OF EASEMENT. As attested by the signature of its authorized officer affixed hereto, Grantee hereby accepts the interest in the Protected Property and the rights and responsibilities conveyed by this Easement, in accordance with the provisions of Conn. Gen. Stat. § 47-6b. .

Except for the monetary consideration, if any, specifically set forth herein, Grantee acknowledges that no goods or services were provided as consideration for this Easement.

TO HAVE AND TO HOLD this Easement unto the said Grantee forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

Witness:	**Grantor** **THE METROPOLITAN DISTRICT**
______________________________	By:______________________________
______________________________	Its:______________________________, Duly authorized

STATE OF CONNECTICUT)
) ss. Town of , 2026
COUNTY OF ___________)

On this the ____ day of _______________, 2026, before me personally appeared ___________________________, to me personally known, who, being by me duly sworn, did say that he/she is the __________________ of **THE METROPOLITAN DISTRICT ,** the Connecticut municipal corporation named in the foregoing instrument; and acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand and official seal.

____
Commissioner of the Superior Court/
Notary Public
My Commission Expires On

Witness	**Grantee** **NORTHWEST CONNECTICUT LAND**

CONSERVANCY, INC.

______________________________ By:_________________________________

______________________________ Its:_________________________________
Duly authorized

STATE OF CONNECTICUT)
) ss. Town of , 2026
COUNTY OF LITCHFIELD)

On this the ____ day of _______________, 2026, before me personally appeared ___________________________, to me personally known, who, being by me duly sworn, did say that he/she is the __________________ of the **NORTHWEST CONNECTICUT LAND CONSERVANCY, INC.** the corporation named in the foregoing instrument; and acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand and official seal.

____
Commissioner of the Superior Court/
Notary Public
My Commission Expires On

<u>**SCHEDULE A**</u>

Description of Protected Property

PARCEL ONE: Tax Assessor's Map 36 Lot 03 Beech Hill Road, containing 146 acres, more or less
(ii) Tax Assessor's Map 35 Lot 26 Chapin Road, containing 57 acres, more or less
(iii) Tax Assessor's Map 36 Lot 02 Colebrook River Road, containing 280 acres, more or less
(iv) Tax Assessor's Map 23 Lot 11 Colebrook River Road, containing 3,457.86 acres, more or less

All those certain pieces or parcels of land together with any buildings and improvements thereon, situated in the Town of Colebrook, County of Litchfield and State of Connecticut, being known as (i) Tax Assessor's Map 36 Lot 03 Beech Hill Road, containing 146 acres, more or less; (ii) Tax Assessor's Map 35 Lot 26 Chapin Road, containing 57 acres, more or less; (iii) Tax Assessor's Map 36 Lot 02 Colebrook River Road, containing 280 acres, more or less; and (iv) Tax Assessor's Map 23 Lot 11 Colebrook River Road, containing 3,457.86 acres, more or less.

Being comprised of the real property described in the following deeds to The Metropolitan District recorded in the Colebrook Land Records:

Warranty Deed from The Collins Company dated January 29, 1935 and recorded in Volume 27 at Page 457;
Warranty Deed from The Collins Company dated November 24, 1937 and recorded in Volume 27 at Page 458;
Warranty Deed from The Collins Company dated November 24, 1937 and recorded in Volume 27 at Page 459;
Warranty Deed from The Collins Company dated January 21, 1938 and recorded in Volume 27 at Page 461;
Warranty Deed from The Collins Company dated January 21, 1938 and recorded in Volume 27 at Page 462;
Warranty Deed from The Collins Company dated March 7, 1938 and recorded in Volume 27 at Page 463;
Warranty Deed from The Collins Company dated January 21, 1938 and recorded in Volume 27 at Page 464;
Warranty Deed from The Collins Company dated January 21, 1938 and recorded in Volume 27 at Page 466;
Warranty Deed from The Collins Company dated January 21, 1938 and recorded in Volume 27 at Page 467;
Warranty Deed from The Collins Company dated May 18, 1939 and recorded in Volume 27 at Page 468;
Warranty Deed from The Collins Company dated October 2, 1940 and recorded in Volume 27 at Page 469;
Quit-Claim Deed from The Collins Company dated October 7, 1941 and recorded in Volume 27 at Page 470;
Quit-Claim Deed from The Collins Company dated October 7, 1941 and recorded in Volume 27 at Page 471;
Quit-Claim Deed from The Collins Company dated March 18, 1942 and recorded in Volume 27 at Page 472;
Quit-Claim Deed from The Collins Company dated October 6, 1942 and recorded in Volume 27 at Page 473;
Quit-Claim Deed from The Collins Company dated October 6, 1942 and recorded in Volume 27 at Page 474;
Quit-Claim Deed from The Collins Company dated April 15, 1943 and recorded in Volume 27 at Page 475;
Quit-Claim Deed from The Collins Company dated May 17, 1943 and recorded in Volume 27 at Page 476;
Warranty Deed from Charles Butterfield and Bessie J. Butterfield dated March 18, 1944 and recorded in Volume 27 at Page 477;
Warranty Deed from The Collins Company dated September 13, 1937 and recorded in Volume 27 at Page 479;
Quit-Claim Deed from The Connecticut Light and Power Company dated February 16, 1935 and recorded in Volume 27 at Page 481;
Quit-Claim Deed from The Collins Company dated Quit-Claim Deed from The Collins Company dated January 31, 1939 and recorded in Volume 27 at Page 485;
Quit-Claim Deed from The Collins Company dated January 31, 1939 and recorded in Volume 27 at Page 486;
Warranty Deed from George S. Palmer and Hattie Palmer dated April 13, 1944 and recorded in Volume 27 at Page 496;
Warranty Deed from George Cook and Euphemia T. Cook dated April 13, 1944 and recorded in Volume 27 at Page 497;
Warranty Deed from Story G. Westover and Anna May Westover dated May 2, 1944 and recorded in Volume 27 at Page 505;
Warranty Deed from Norton C. Wilde dated April 25, 1944 and recorded in Volume 27 at Page 507;
Warranty Deed from Laurence T. Scott-Smith dated May 5, 1944 and recorded in Volume 27 at Page 509;
Warranty Deed from Anna M. Nixon dated May 11, 1944 and recorded in Volume 29 at Page 105;
Warranty Deed from Angie K. Green dated May 17, 1944 and recorded in Volume 29 at Page 106;
Warranty Deed from The Collins Company dated May 13, 1944 and recorded in Volume 29 at Page 107;
Warranty Deed from Rose E. Church dated June 14, 1944 and recorded in Volume 29 at Page 108;
Quit-Claim Deed from The Collins Company dated September 10, 1937 and recorded in Volume 27 at Page 518;
Executor's Deed from Nellie O'Brien, Executor u/w of John P. Daly dated June 29, 1944 and recorded in Volume 27 at Page 520;
Warranty Deed from Frederick J. Euerle dated June 19, 1944 and recorded in Volume 27 at Page 531;
Quit-Claim Deed from George Cook and Euphemia T. Cook dated July 19, 1944 and recorded in Volume 27 at Page 533;
Warranty Deed from Albert S. Corlett, et al dated March 17, 1943 and recorded in Volume 27 at Page 546;
Warranty Deed from Theron N. Bronson dated October 30, 1944 and recorded in Volume 29 at Page 118;
Executor's Deed from Elliott P. Bronson, Executor u/w of Frances P. Bronson dated October 28, 1944 and recorded in Volume 27 at Page 551;
Administrator's Deed from Emil Olsen, Administrator of the Estate of Peter Ryan dated October 26, 1944 and recorded in Volume 27 at

Page 552;
Warranty Deed from William S. Rising and Jessie M. Rising dated October 30, 1944 and recorded in Volume 29 at Page 121;
Warranty Deed from Alexander Nedrost and Eva Nedrost dated October 7, 1944 and recorded in Volume 27 at Page 555;
Warranty Deed from Evelyn Gramlich dated November 21, 1944 and recorded in Volume 27 at Page 557;
Warranty Deed from Florida B. Wyble dated December 2, 1944 and recorded in Volume 29 at Page 123;
Warranty Deed from Bessie B. Spelman dated December 2, 1944 and recorded in Volume 29 at Page 124;
Executrix' Deed from Nellie E. Humphrey, Executrix u/w of Calvin Humphrey dated December 2, 1944 and recorded in Volume 27 at Page 561;
Warranty Deed from Percy H.A. Nixon and Betty K. Nixon dated January 11, 1945 and recorded in Volume 27 at Page 565;
Quit-Claim Deed from Walter J. Williams dated May 11, 1945 and recorded in Volume 27 at Page 585;
Warranty Deed from Walter J. Williams dated May 11, 1945 and recorded in Volume 27 at Page 586;
Warranty Deed from Jules T. Verchot dated May 16, 1945 and recorded in Volume 27 at Page 594;
Warranty Deed from George L. Palmer dated January 10, 1945 and recorded in Volume 27 at Page 566;
Warranty Deed from Eleanor M. Ramsay dated June 30, 1945 and recorded in Volume 27 at Page 595;
Warranty Deed from John A. Ramsay dated June 30, 1945 and recorded in Volume 29 at Page 138;
Warranty Deed from James Minetto dated July 18, 1945 and recorded in Volume 29 at Page 139;
Warranty Deed from Parks B. Holcomb dated July 18, 1945 and recorded in Volume 29 at Page 140;
Warranty Deed from Beach & Company, Incorporated dated July 31, 1945 and recorded in Volume 29 at Page 142;
Warranty Deed from Annie E. Durst dated September 6, 1945 and recorded in Volume 27 at Page 599;
Administratrix' Deed from Margaret M. Canfield, Administratrix of the Estate of Thornton Canfield, Senior dated September 12, 1945 and recorded in Volume 27 at Page 601;
Warranty Deed from Harry Vrijmoet dated October 3, 1945 and recorded in Volume 27 at Page 603;
Warranty Deed from Florence J. Mastin dated October 6, 1945 and recorded in Volume 27 at Page 605;
Warranty Deed from Edith H. Woods and Otto Peterson dated November 26, 1945 and recorded in Volume 27 at Page 609;
Warranty Deed from E.R. LeManquais dated November 23, 1945 and recorded in Volume 29 at Page 151;
Warranty Deed from Alice J. Stevens dated February 9, 1946 and recorded in Volume 27 at Page 611;
Warranty Deed from Joseph A. Rowley dated August 19, 1946 and recorded in Volume 31 at Page 353;
Warranty Deed from the Town of Colebrook dated September 16, 1946 and recorded in Volume 31 at Page 374;
Executrix' Deed from Sabrah D. Jenkins, Executrix u/w of William F. Jenkins dated January 23, 1947 and recorded in Volume 31 at Page 427;
Warranty Deed from Sabrah D. Jenkins dated January 23, 19547 and recorded in Volume 31 at Page 429;
Warranty Deed from Gilbert O. Perry and Esther D. Perry dated March 7, 1947 and recorded in Volume 31 at Page 441;
Deed from Sylvia P. Lilley and Rutherford P. Lilley dated February 28, 1947 and recorded in Volume 31 at Page 443;
Warranty Deed from Edward Jacobs and Loretta M. Jacobs dated May 29, 1947 and recorded in Volume 29 at Page 185;
Executrix's Deed from Loretta M. Jacobs, Executrix u/w of Belle M. Kane Sullivan dated May 29, 1947 and recorded in Volume 31 at Page 459;
Warranty Deed from Elisha E. Hilliard dated July 18, 1947 and recorded in Volume 31 at Page 483;
Warranty Deed from Josephine Fluck dated September 2, 1947 and recorded in Volume 29 at Page 192;
Warranty Deed from Helen J. Harding dated September 20, 1947 and recorded in Volume 32 at Page 1;
Warranty Deed from Blanche Stein dated October 2, 1947 and recorded in Volume 32 at Page 9;
Warranty Deed from James Rosati dated November 25, 1947 and recorded in Volume 32 at Page 33;
Warranty Deed from H. Sidney Bentzien dated November 29, 1947 and recorded in Volume 32 at page 34;
Administrator's Deed from Katherine H. Archambeault, Administrator of the Estate of Anna A. Butler dated December 6, 1947 and recorded in Volume 32 at Page 53;
Warranty Deed from Sophia Gramlich and Vera G. Kruse dated February 14, 1948 and recorded in Volume 32 at Page 56;
Warranty Deed from Elizabeth B. McMillan dated February 21, 1948 and recorded in Volume 32 at Page 65;
Quit-Claim Deed from The Methodist Church of Colebrook River dated January 13, 1949 and recorded in Volume 32 at Page 188;
Quit-Claim Deed from The New York East Annual Conference of The Methodist Church, Incorporated dated December 28, 1949 and recorded in Volume 32 at Page 190;
Warranty Deed from Sarah Tilles McMahon dated June 25, 1946 and recorded in Volume 31 at Page 336;
Warranty Deed from Ashbert R. Borden and Florence L. Borden dated November 17, 1949 and recorded in Volume 32 at Page 320;
Warranty Deed from Alfred Albert Thonet dated January 24, 1950 and recorded in Volume 32 at Page 342;
Warranty Deed from Helen Mundy dated February 17, 1950 and recorded in Volume 32 at Page 349;
Warranty Deed from Julius Prevo dated June 1, 1950 and recorded in Volume 29 at Page 219;
Administrator's Deed from Robert Kratchman, Administrator of the Estates of John Kratchman and Eva Kratchman dated June 28, 1950 and recorded in Volume 32 at Page 393;
Warranty Deed from Carl A. Fick and Vivienne M. Fick dated June 20, 1950 and recorded in Volume 32 at Page 406;
Warranty Deed from Carmela LiTrent dated July 12, 1950 and recorded in Volume 29 at Page 222;
Administrator's Deed from Jonathan F. Ells, Administrator of the Estate of Lillian B. Van Steenburgh dated August 7, 1950 and recorded in Volume 32 at Page 425;
Warranty Deed from Florence M. Brownell and Winnian C.C. Hylands dated August 30, 1950 and recorded in Volume 29 at Page 229;
Quit-Claim Deed from Clara Norton Brown, et al dated December 1, 1950 and recorded in Volume 32 at Page 505;

Quit-Claim Deed from Cornelia Merrill Francis and Burton Spencer Francis dated December 12, 1950 and recorded in Volume 32 at Page 507;
Warranty Deed from William Bettes dated December 18, 1950 and recorded in Volume 32 at Page 517;
Warranty Deed from The Town of Colebrook dated January 25, 2951 and recorded in Volume 32 at Page 519;
Warranty Deed from Edward A. Mead dated January 29, 1951 and recorded in Volume 32 at Page 527;
Warranty Deed from George W. Anderson and Paul R. Barkle dated January 31, 1951 and recorded in Volume 32 at Page 529;
Warranty Deed from Nellie E. Nugent dated June 12, 1951 and recorded in Volume 32 at Page 561;
Warranty Deed from The William L. Gilbert Home dated September 13, 1951 and recorded in Volume 33 at Page 73;
Warranty Deed from James Bardin and Paula Bardin dated December 5, 1951 and recorded in Volume 33 at Page 93;
Warranty Deed from Dorcas M. Deming dated February 29, 1952 and recorded in Volume 33 at Page 115;
Quit-Claim Deed from Dorcas M. Deming dated February 29, 1952 and recorded in Volume 33 at Page 117;
Conservator's Deed from Wallace G. Bailey, Conservator of the Estate Flora Belle Seymour dated July 2, 1952 and recorded in Volume 33 at Page 159;
Warranty Deed from Eugene Bourquin, Jr. dated October 15, 1953 and recorded in Volume 33 at Page 326;
Warranty Deed from Hazel B. McCormack dated January 29, 1954 and recorded in Volume 33 at Page 383;
Warranty Deed from Austin F. McCormack dated November 6, 1953 and recorded in Volume 33 at Page 385;
Warranty Deed from Roslyn Risedorf dated October 30, 1954 and recorded in Volume 33 at Page 514;
Quit-Claim Deed from The Town of Colebrook dated December 1, 1954 and recorded in Volume 33 at Page 524;
Quit-Claim Deed from the State of Connecticut dated March 8, 1956 and recorded in Volume 34 at Page 172;
Quit-Claim Deed from the Town of Colebrook dated April 15, 1957 and recorded in Volume 34 at Page 400;
Warranty Deed from Marie Martens dated April 16, 1959 and recorded in Volume 35 at Page 319;
Quit-Claim Deed from Victory Grange No. 189 dated December 28, 1961 and recorded in Volume 36 at Page 128; and
Quitclaim Deed from the United States of America dated May 9, 1974 and recorded in Volume 41 at Page 338.

Less and excepting therefrom all that certain real property described in the following deeds from The Metropolitan District recorded in the Colebrook Land Records:

1) Quit-Claim Deed to the Town of Colebrook dated November 22, 1954 and recorded in Volume 33 at Page 523;
2) Deed to the State of Connecticut dated September 5, 1956 and recorded in Volume 34 at Page 337;
3) Quit-Claim Deed to John L. Fairweather dated January 7, 1957 and recorded in Volume 37 at Page 294;
4) Quit-Claim Deed to the United States of America dated September 19, 1974 and recorded in Volume 41 at Page 350.

Further excepting the excluded areas shown on Schedule B:

1. USACE Boat Launch area in Colebrook assessor parcel 23-11
2. Colebrook River Dam Area in Colebrook assessor parcel 23-11
3. 174.12 acres in Colebrook assessor parcel 23-11 at Durst Road,

Together with the rights reserved in a Quit-Claim Deed from The Metropolitan District to the Town of Colebrook dated November 22, 1954 and recorded in Volume 33 at Page 523 of the Colebrook Land Records.

Together with an easement granted by the United States of America to The Metropolitan District dated May 9, 1974 and recorded in Volume 41 at Page 347 of the Colebrook Land Records.

Together with the right to flood as reserved in a Quit-Claim Deed from The Metropolitan District to the United States of America dated September 19, 1974 and recorded in Volume 41 at Page 350 of the Colebrook Land Records.

1. Real estate taxes due the Town of Colebrook on the List of October 1, 2023, first half paid, second half not yet due and payable. (see tax bills)

2. Fishing lease from Chales A. Nixon and May E. Nixon to the State of Connecticut dated May 24, 1928 and recorded in Volume 22 at Page 458 of the Colebrook Land Records.

3. Fishing lease from Anna M. Nixon to the State of Connecticut dated May 24, 1928 and recorded in Volume 22 at Page 459 of the Colebrook Land Records.

4. Fishing lease from Edwin J. Merritt to the State of Connecticut dated June 18, 1928 and recorded in Volume 22 at Page 463 of the Colebrook Land Records.

5. Agreement to maintain fences as set forth in a Warranty Deed from Charles B. Soule to George G. Wright dated September 26, 1923 and recorded in Volume 25 at Page 213 of the Colebrook Land Records.

6. Right of way over and through a logging road as reserved in a Warranty Deed from James S. Nugent to O'Ella Dunn Smith recorded November 29, 1935 in Volume 25 at Page 527 of the Colebrook Land Records.

7. Drainage easement in favor of the State of Connecticut dated December 1, 1954 and recorded in Volume 33 at Page 568 of the Colebrook Land Records.

8. Agreement by and between the State of Connecticut and The Metropolitan District dated March 18, 1953 and recorded in Volume 34 at Page 101 of the Colebrook Land Records.

9. Slope rights and other rights as contained in a deed from The Metropolitan District to the State of Connecticut dated September 5, 1956 and recorded in Volume 34 at Page 337 of the Colebrook Land Records.

10. Easement from The Metropolitan District to the State of Connecticut dated April 24, 1961 and recorded in Volume 35 at Page 560 of the Colebrook Land Records.

11. Easement from The Metropolitan District to The Hartford Electric Light Company dated September 3, 1969 and recorded in Volume 38 at Page 583 of the Colebrook Land Records.

12. Right to flood and the right of access for project maintenance and operation purposes and by the general public for use as a hunting, boating and fishing area as set forth in a Quitclaim Deed from the United States of America to The Metropolitan District dated May 9, 1974 and recorded in Volume 41 at Page 338 of the Colebrook Land Records.

13. Terms and conditions of an easement granted by the United States of America to The Metropolitan District dated May 9, 1974 and recorded in Volume 41 at Page 347 of the Colebrook Land Records. (Affects appurtenant rights)

14. Flowage and access easements as contained in a Quit-Claim Deed from The Metropolitan District to the United States of America dated September 19, 1974 and recorded in Volume 41 at Page 350 of the Colebrook Land Records.

PARCEL TWO: Tax Assessor's Map 01 Block 01 Lot 002 Wilderness Road (Rear), Hartland, CT

All that certain piece or parcel of land, with all the improvements thereon, situated partially in the Town of Tolland, Massachusetts, and partially in the Towns of Colebrook and Hartland, in the State of Connecticut, bounded and described as follows:

Northerly by land now or formerly of Charles Swensen, land known as the G. W. Granger Farm, formerly belonging to Walter Oakley, and by the highway, in part;

Easterly by land formerly owned by Patrick Gleeson and by land now or formerly of Daniel Buckley, each in part;

Southerly by land formerly owned by Asaph Hall and brother, and by land now or formerly of Levi Ives' heirs and Edwin Griffin, each in part; and

Westerly by land now or formerly of the Tolland Fish & Game Association and Frank H. Platt, each in part.

Containing one hundred ninety-four and one-fourth (194 ¼ acres, more or less.

Together with any and all riparian rights and rights in the bed of any stream and in the land within the limits of any highway appurtenant to said premises, if any such rights exist.

Less and excepting therefrom any portion of the above-described premises lying in Massachusetts and in Colebrook, Connecticut.

Being a portion of the real property described in a deed from Sylvia P. Lilley and Rutherford P. Lilley to The Metropolitan District dated February 28, 1947 and recorded March 10, 1947 in Volume 27 at Page 462 of the Hartland Land Records.

The subject property is also shown on a map entitled "Land of The Metropolitan District in the Town of Hartland Conn. Date Mar. 17, 1980 Scale 1" = 200'" which map is on file as Map M-21 in the Hartland Town Clerk's Office. Said property being bounded and described as follows:

NORTHERLY by the Massachusetts/Connecticut Line, 1,089.43 feet;

EASTERLY by land N/F Hartford Electric Light Co., 158.22 feet and 313.64 feet;

SOUTHERLY AGAIN by land N/F Hartford Electric Light Co., 647.94';

EASTERLY AGAIN by Tunxis State Forest, 905.07 feet;

SOUTHERLY AGAIN by Tunxis State Forest, 1,992.27 feet; and

WESTERLY by the Hartland/Colebrook Town Line, 1,640.56 feet.

Subject to:

1. Easement from The Metropolitan District to The Hartford Electric Light Company dated September 3, 1969 and recorded in Volume 35 at Page 538 of the Hartland Land Records.

Reference is made to a certain map or plan entitled: "The Metropolitan District and Northwest Connecticut Land Conservancy, Inc. PREPARED BY: GIS SERVICES THE METROPOLITAN DISTRICT 555 MAIN STREET HARTFORD, CT 06103 www.themdc.org 8-5-2025" to be recorded on the Colebrook Land Records.

SCHEDULE B

Public Roads and Rights of Way Map

WATER ENCROACHMENT AGREEMENT – RESIDENTIAL DEVELOPMENT
341 & 337 EAST RIVER DRIVE, EAST HARTFORD

To: Water Bureau for consideration August 31, 2026

In a letter dated April 27, 2026 (revised June 22, 2026), Paul Rodrigues of Solli Engineering, LLC., on behalf of KEP East Hartford LLC, ("KEP") of the Town of East Hartford, and Hartford & East Of The River Interdistrict Magnet Middle School, a cooperative education entity having an address c/o Capitol Region Education Council ("CREC") of the City of Hartford, current owners respectively of 341 East River Drive and 337 East River Drive in East Hartford (the "Property"), has requested permission from The Metropolitan District ("MDC" or "District") to encroach on the MDC's existing water line twenty-foot-wide (20') easement or right-of way, containing an existing ductile iron 12-inch water main, situated on the Property (the "ROW") for the purpose of constructing and installing site improvements for and in connection with a proposed residential development project, as shown on the attached map (the "Map").

The proposed scope of work entails: (i) proposed site demolition and subsequent permanent site improvements, including removing existing pavement and curbing; drainage piping and structures (ii) regrading up to 31,780 sf of easement area, earth excavation and filling up to 3.6 feet in depth, (iii) installing new utilities across or within the ROW including four (4) 2" domestic water services, one (1) 4" domestic water service, six (6) 6" fire services and one (1) 4" fire service, one (1) fire hydrant, two (2) 6" sanitary laterals, two (2) gas lines, one (1)-15" storm drain, two (2) 12" HDPE storm drains, one (1) 2" fire alarm service conduit, including four (4)-5" electric conduits and four (4) 2" telecommunication/security conduits in up to two (2) locations, and (iv) installing surface restoration consisting of new bituminous pavement, concrete walkways, curbing and landscape islands, and landscaping including shrubs and grass as well as incidental activities such as resetting existing manhole frame and covers, within the ROW as shown on the Map (collectively, the "Improvements").

The proposed lines will be installed above the MDC's existing twelve-inch (12") ductile iron water main and its appurtenances situated within the ROW (collectively, the "Water Main") with a minimum of one foot (1') of vertical clearance between the Water Main and such lines, and proposed grades will not impede access to the Water Main. The Water Main was built in 2000, and the ROW was acquired by the MDC and filed on the East Hartford land records in Volume 1499, Pages 279-281 (January 6, 1994) and in Volume 2062, Pages 084-087 (June 19, 2001).

MDC staff has concluded that the Improvements are minor and that there will be no detriment to the District's Water Main as a result.

KEP and CREC have agreed to the following conditions in order to satisfy the District's concerns for protection of the Water Main and to maintain accessibility along the length of the 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 Water Main. All heavy construction equipment must be located outside of the limits of the ROW when not in use. Any earth moving equipment that will be utilized on the ROW over and

adjacent to the Water Main shall be reviewed and approved by District staff prior to mobilization to the site. Any damage to the Water Main caused by any construction, maintenance, repair, replacement or associated activities by or on behalf of KEP and CREC for or in connection with the Improvements within this ROW shall be the responsibility of KEP and CREC.

2. No additional permanent improvements, other than the proposed Improvements, shall be located within this ROW unless prior approval is obtained.

3. The District shall not be held liable for any damage caused to any structure listed above, located within or adjacent to the ROW in the event of an emergency Water Main repair. The District will make every effort feasible to minimize damage to these structures; however, the cost of repairs to such structures shall be the responsibility of KEP and CREC.

4. The District reserves the right to remove Improvements within this ROW at any time if so required for maintenance, repair or replacement of the Water Main or any part thereof. KEP and CREC shall bear any additional maintenance, repair or replacement costs necessitated by the presence of Improvements within this ROW, including any such costs incurred by the District.

5. An MDC inspector must be on the job site whenever work is being performed within the ROW, and KEP and CREC shall be responsible for the cost and expense of such inspector. Any construction of the Improvements as well as any subsequent construction, maintenance, repair or replacement of the Improvements shall conform to District standards, and forty-eight (48) hours advance notice must be given to the District prior to commencing any such activities within the ROW.

6. KEP and CREC shall at all times indemnify, defend and save harmless the District, any municipality included therein, and the State of Connecticut and shall maintain the District's standard form of requisite insurance as stipulated in the MDC's most current Guidance Manual for Developers' Permit Agreements, which insurance shall remain in force and effect during the performance of any work within the ROW as it relates to these Improvements..

7. KEP and CREC shall be responsible for obtaining any and all federal, state, or local approvals necessary for installing the Improvements, including but not limited to the removal and construction of the same.

Staff has reviewed this request and considers it feasible.

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

It is **RECOMMENDED** that it be:

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

RESOLVED: The Chairman of the District Board be authorized to execute an agreement, subject to approval of form and content by District Counsel, granting permission to KEP East Hartford LLC and CREC to encroach upon both MDC existing twenty-foot-wide (20') ROW and Water Main situated on the Property in order to: (i) perform the work for the Improvements in connection with the planned residential development of the Property as shown on plans submitted by Solli Engineering, LLC, entitled, "PROPOSED RESIDENTIAL DEVELOPMENT 341 EAST RIVER DRIVE EAST HARTFORD, CONNECTICUT, MDC WATER ENCROACHMENTS, SHEET#: FIG 1", and (ii) maintain, repair and replace such Improvements, provided that: (a) the District shall not be held liable for any cost or damage of any kind and be indemnified from any claims from the present and in the following years as a result of any encroachment authorized hereby, (b) KEP and CREC 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 KEP and CREC, and recorded on the East Hartford Land Records. In the event that such full execution and recording does not occur within four (4) 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,

Victoria S Escoriza

Victoria S. Escoriza
Interim District Clerk

April 27, 2026 ***Revised June 22, 2026***

Michael Curley, P.E.
The Metropolitan District
555 Main Street
Hartford, CT, 06103

Re: Water Encroachment Permit Request
341 East River Drive, East Hartford, CT
Solli Project No.: 24105301

Dear Mr. Curley:

Solli Engineering, LLC, on behalf of Commerce Center Association, INC and KEP East Hartford, LLC, is requesting the approval of an encroachment permit for the proposed Residential Development at 341 East River Drive in East Hartford, Connecticut.

The development construction is slated to start in 2026 and the construction activities will include:

- Removal of existing pavement
- Removal of existing curbing
- Removal of existing storm drainage structures and pipe
- Earth moving activities
    - Total area: 31,780 SF
    - Cut: 162 Cu. Yd.
    - Fill: 1,476 Cu. Yd.
- Installation of pavement, concrete sidewalk, curbing, reinforced grass
- Installation of (3) new storm drainage pipe, (1) 15″ HDPE, (2) 12″ HDPE
- Installation of (2) new sanitary sewer laterals, (2) 6″ PVC
- Installation of (2) new natural gas service laterals
- Installation of (5) new domestic water service laterals, (4) 2″ copper pipe and (1) 4″ D.I. pipe
- Installation of (7) new fire water service laterals, (6) 6″ D.I. pipe and (1) 4″ D.I. pipe
- Installation of (1) new fire hydrant
- Installation of (1) new 2″ fire alarm system conduit
- Installation of (4) new 5″ site electrical conduits concrete encased at 2 locations – total of (8) conduits
- Installation of (4) new 2″ electrical/telecom/security conduits at 2 locations – total of (8) conduits
- Installation of new landscape islands:
    - Grasses
        - (11) Bar Harbor Creeping Juniper
        - New England Showy Wildflower Mix
        - Lawn, Pennington Smart Seed Sun and Shade

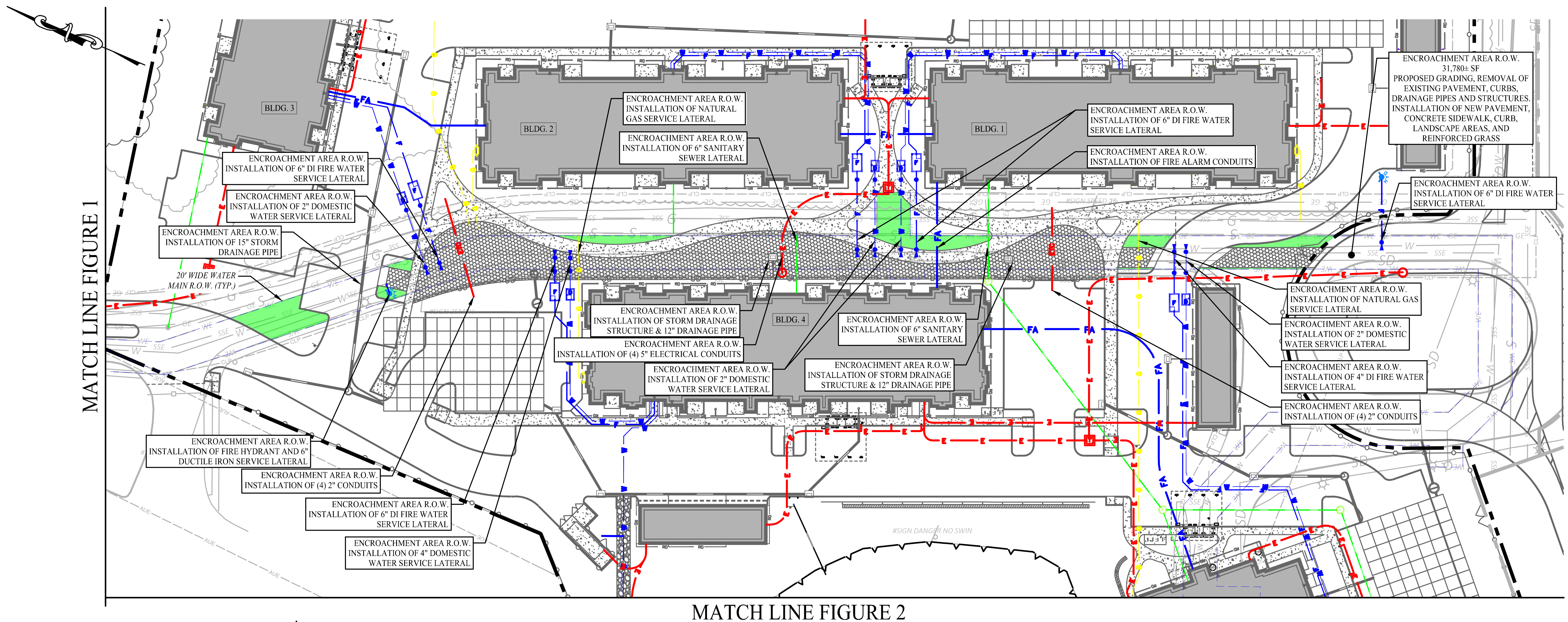
Respectfully,
Solli Engineering, LLC

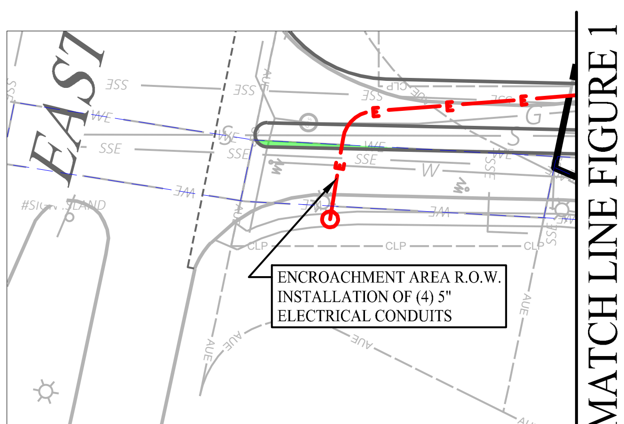
Paul A. Rodrigues, P.E.
Senior Project Manager

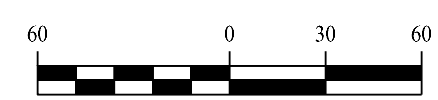
Enclosed:

MDC Water Encroachment Figure 1 & 2

X:\SE Files\Project Data\2024\24105301 - 341 East River Drive - East Hartford, CT\Office Data\Correspondence\MDC\341 East River Drive - East Hartford, CT - MDC Encroachment - Water.docx







Rev. #:	Date	Description
2	06/22/26	MDC Comments
1	04/27/26	Revised Utilities

SOLLI ENGINEERING
MONROE, CT | W. HARTFORD, CT | NORWOOD, MA
SOLLIENGINEERING.COM
T: (203) 880-5455 | F: (203) 880-9695

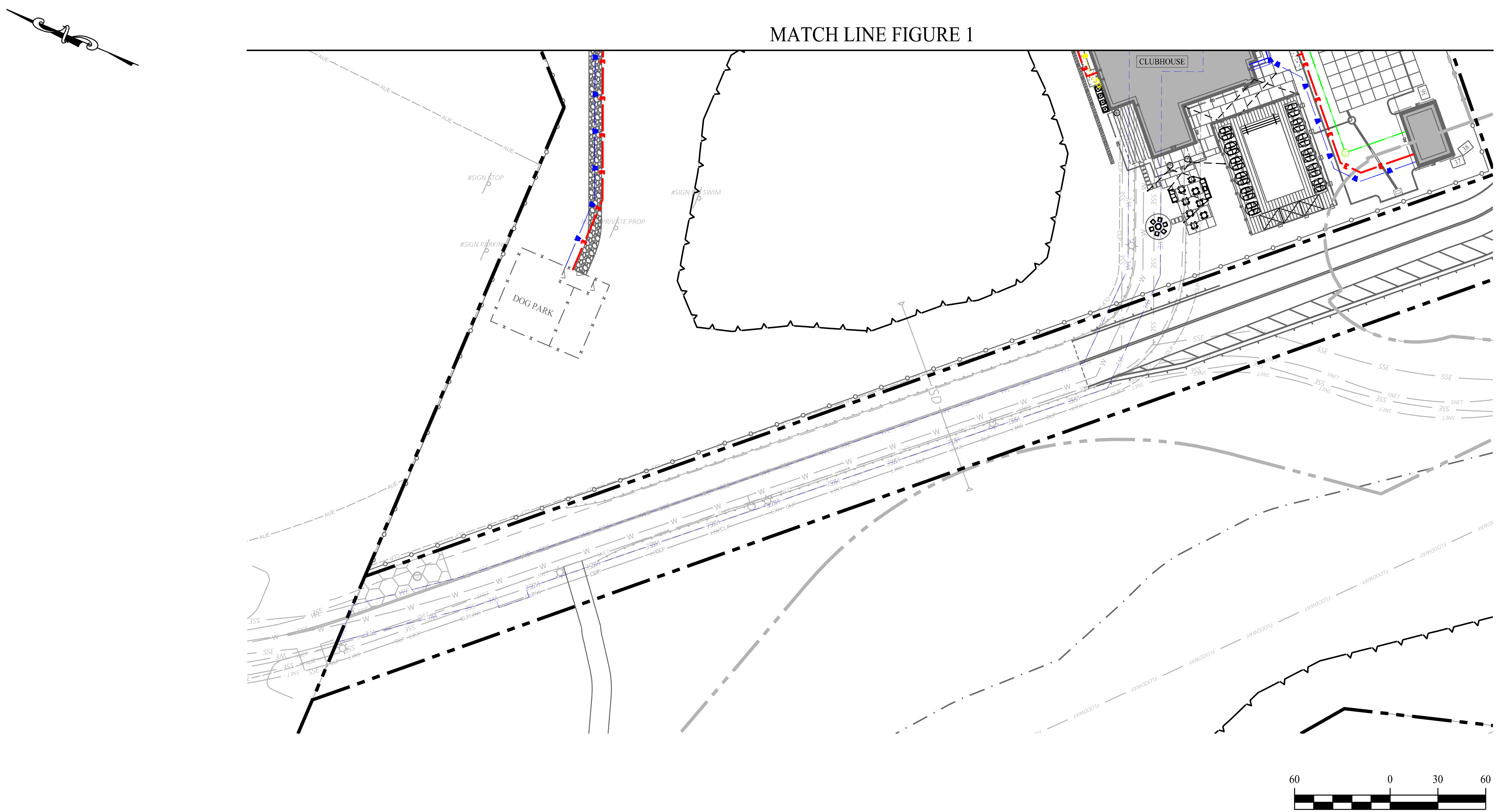
Drawn By:	VER
Checked By:	KMS
Project #:	24105301
Plan Date:	10/17/25
Scale:	1" = 60'

Project: PROPOSED RESIDENTIAL DEVELOPMENT
341 EAST RIVER DRIVE
EAST HARTFORD, CONNECTICUT

Sheet Title: MDC WATER ENCROACHMENTS

SHEET #: FIG-1

MATCH LINE FIGURE 1



Rev. #:	Date	Description
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Drawn By:	VER
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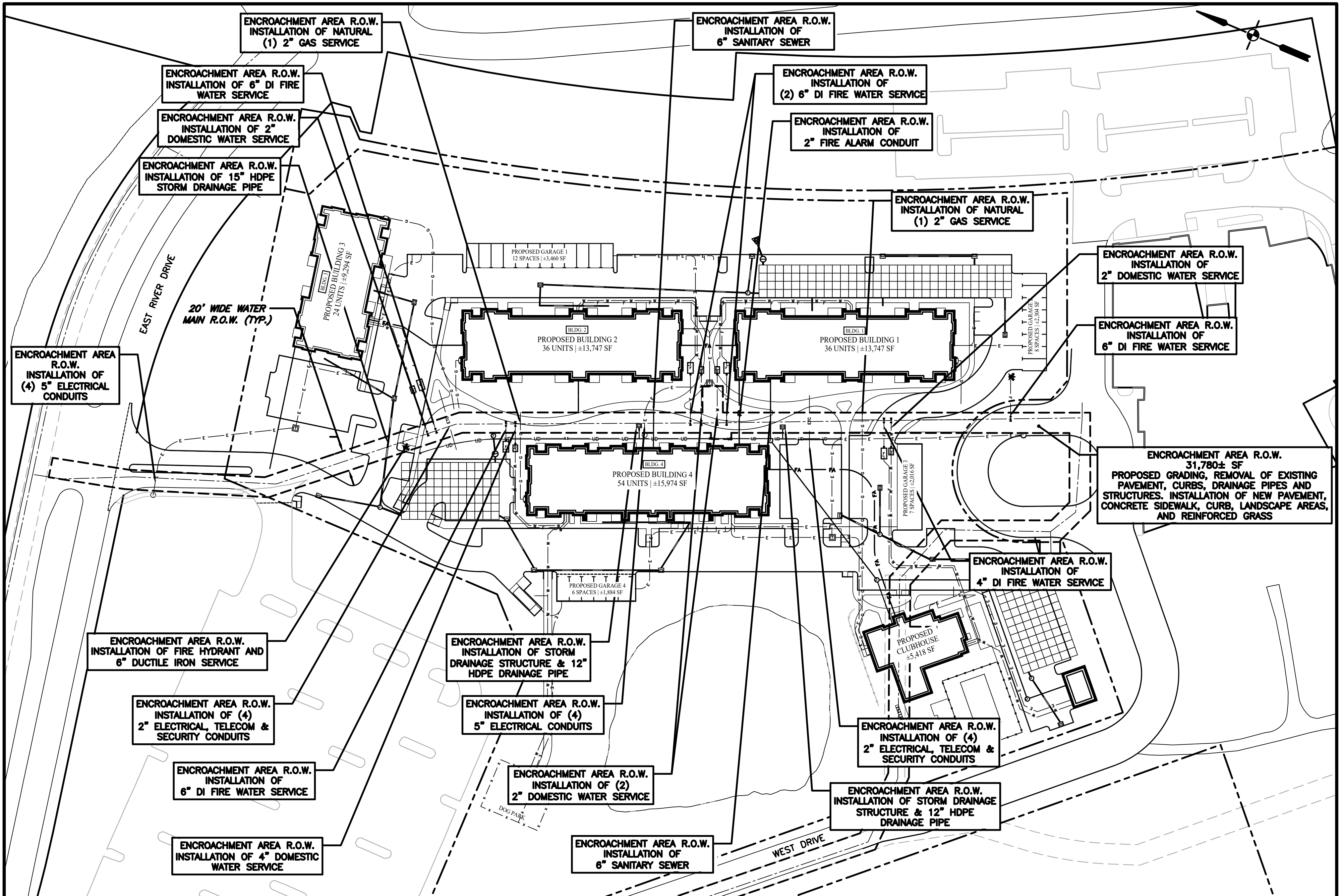
Scale:	1" = 60'

Project: PROPOSED RESIDENTIAL DEVELOPMENT
341 EAST RIVER DRIVE
EAST HARTFORD, CONNECTICUT

Sheet Title: MDC WATER ENCROACHMENTS

SHEET #: FIG-2



PROPOSED RESIDENTIAL DEVELOPMENT
341 EAST RIVER DRIVE

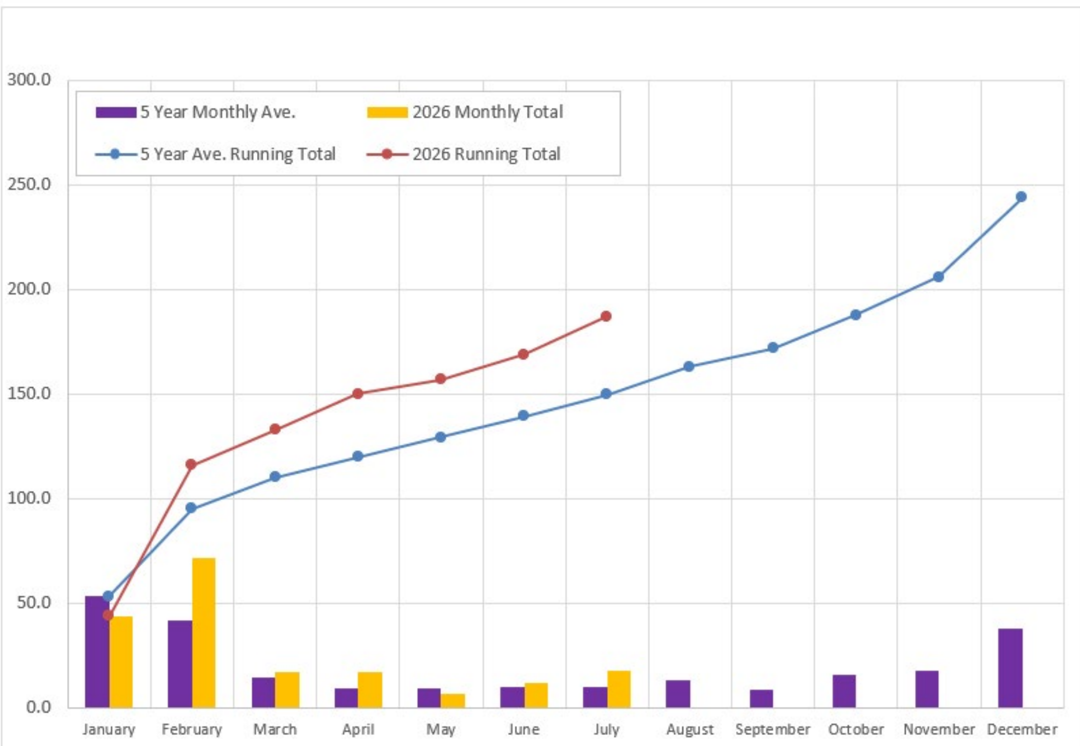
S:\Towns\EastHartford\Water\EastRiverDr\341EastRiverDr-Ecmt.dwg
Latest Revision: 8/5/26

TO ILLUSTRATE MDC WATER EASEMENT ENCROACHMENTS

EAST HARTFORD

July Leaks

Month	2021	2022	2023	2024	2025	5 Year Average	2026
January	56	62	18	47	84	53.4	44
February	79	42	24	22	42	41.8	72
March	25	12	10	10	18	15.0	17
April	13	7	5	16	8	9.8	17
May	17	12	9	6	3	9.4	7
June	11	12	11	8	8	10.0	12
July	9	5	12	15	11	10.4	18
August	10	17	16	10	14	13.4	
September	7	4	5	15	12	8.6	
October	6	18	20	21	15	16.0	
November	21	17	23	13	17	18.2	
December	21	47	23	58	40	37.8	
Annual Total	275	255	176	241	272	236.8	187



WATER UTILITY REVENUE REPORT

July 2026 YTD

July YTD is 56.0% of the full year

WATER UTILITY FUND 1120	July 2026			July 2025		
	Full Year Budget	YTD Actuals	% VAR	Full Year Budget	YTD Actuals	% VAR
TOTAL REVENUES	**$ 126,784,825**	**$ 70,937,720**	**56.0%**	**$ 119,702,948**	**$ 66,818,411**	**55.8%**
Sale of Water	**$ 98,265,957**	**$ 53,498,527**	**54.4%**	**$ 96,863,796**	**$ 52,061,172**	**53.7%**
416110 Water-Domestic	$ 46,462,909	$ 24,762,541	53.3%	$ 45,986,289	$ 24,369,236	53.0%
416120 Water-Domestic/Religious	$ 120,034	$ 49,211	41.0%	$ 160,698	$ 46,324	28.8%
416130 Water-Domestic/Agriculture	$ 16,030	$ -	0.0%	$ 38,709	$ (55)	-0.1%
416210 Water-Commercial	$ 15,963,475	$ 8,509,632	53.3%	$ 15,491,938	$ 8,102,443	52.3%
416220 Water-Commercial/Religious	$ 837,898	$ 310,917	37.1%	$ 1,208,952	$ 322,013	26.6%
416230 Water-Commercial/Agriculture	$ 40,272	$ 37,800	93.9%	$ 33,625	$ 31,142	92.6%
416310 Water-Industrial	$ 3,424,319	$ 1,844,645	53.9%	$ 3,431,748	$ 1,566,207	45.6%
416410 Water-Municipal	$ 2,399,135	$ 943,058	39.3%	$ 2,748,683	$ 942,410	34.3%
416420 Water-Municipal/Housing	$ 744,842	$ 434,771	58.4%	$ 684,238	$ 426,552	62.3%
416810 Water-Resale Treated	$ 1,671,887	$ 1,085,833	64.9%	$ 1,895,927	$ 1,432,017	75.5%
416820 Water-Resale Raw	$ 30,000	$ -	0.0%	$ 10,000	$ -	0.0%
416900 Water-General Surcharge	$ 2,314,900	$ 1,326,654	57.3%	$ 2,184,300	$ 1,291,053	59.1%
416910 Water-Capital Improvement Surcharge	$ 892,956	$ 522,961	58.6%	$ 848,389	$ 512,815	60.4%
417110 Cust Service Charges-Domestic	$ 19,365,000	$ 11,287,408	58.3%	$ 18,409,000	$ 10,702,204	58.1%
417120 Cust Service Charges-Domestic/Religious	$ 39,400	$ 23,089	58.6%	$ 37,600	$ 22,286	59.3%
417130 Cust Service Charges-Domestic/Agriculture	$ 2,900	$ 488	16.8%	$ 2,900	$ 1,705	58.8%
417210 Cust Service Charges-Commercial	$ 2,703,700	$ 1,633,095	60.4%	$ 2,570,200	$ 1,575,934	61.3%
417220 Cust Service Charges-Commercial/Religious	$ 155,900	$ 90,491	58.0%	$ 147,800	$ 88,670	60.0%
417230 Cust Service Charges-Commercial/Agriculture	$ 4,200	$ 3,128	74.5%	$ 3,900	$ 2,608	66.9%
417310 Cust Service Charges-Industrial	$ 262,300	$ 166,571	63.5%	$ 249,600	$ 163,319	65.4%
417410 Cust Service Charges-Municipal	$ 582,400	$ 340,744	58.5%	$ 515,000	$ 337,993	65.6%
417420 Cust Service Charges-Municipal Housing	$ 140,200	$ 83,926	59.9%	$ 134,100	$ 82,844	61.8%
417810 Cust Service Charges-Resale Treated	$ 71,300	$ 28,283	39.7%	$ 65,200	$ 28,171	43.2%
417820 Cust Service Charges-Resale Raw	$ 20,000	$ 13,280	66.4%	$ 5,000	$ 13,281	265.6%
Other Operating Revenues	**$ 17,777,879**	**$ 13,374,231**	**75.2%**	**$ 13,197,065**	**$ 9,391,940**	**71.2%**
411040 Property Change of Ownership Admin Fee	$ 501,600	$ 220,880	44.0%	$ 528,000	$ 218,460	41.4%
413040 Employer Fund Contributions	$ 5,469,113	$ 5,469,113	100.0%	$ 3,389,800	$ 3,389,800	100.0%
419110 Hydrant Maintenance-Private	$ 163,540	$ 173,700	106.2%	$ 168,465	$ 165,163	98.0%
419120 Hydrant Maintenance-Public	$ 1,741,310	$ 1,729,920	99.3%	$ 1,687,455	$ 1,682,505	99.7%
419130 Fire Protection Service	$ 9,296,000	$ 5,295,671	57.0%	$ 6,032,000	$ 3,705,757	61.4%
419400 Bill Jobs	$ 143,810	$ 152,028	105.7%	$ 217,220	$ 95,335	43.9%
419410 RRB-DOT Normal Labor	$ 105,846	$ -	0.0%	$ 105,846	$ -	0.0%
419430 RRB - Materials/Material Handling	$ 24,780	$ 43,242	174.5%	$ 37,027	$ 40	0.1%
419510 RRB-DPA Labor ST	$ 42,450	$ 17,010	40.1%	$ 467,844	$ 1,594	0.3%
419520 RRB-DPA Labor OT	$ 1,920	$ 2,239	116.6%	$ -	$ -	0.0%
419540 RRB-DPA Equipment	$ 46,280	$ 23,914	51.7%	$ 6,522	$ 148	2.3%
419550 RRB-DPA Contracts	$ 111,230	$ 32,564	29.3%	$ 363,602	$ 23,683	6.5%
419610 RRB-DPA Labor Additive Overhead	$ -	$ 32,015	0.0%	$ 93,284	$ 2,725	2.9%
419910 Fees: Water Tapping	$ 130,000	$ 181,935	140.0%	$ 100,000	$ 106,730	106.7%
Non-Operating Revenues	**$ 10,740,989**	**$ 4,064,963**	**37.8%**	**$ 9,642,087**	**$ 5,365,298**	**55.6%**
421290 IGR-Misc. Charges To Govt Agencies	$ 750,000	$ -	0.0%	$ -	$ -	0.0%
423100 Interest Income - Investment	$ 5,196,556	$ 2,566,376	49.4%	$ 5,600,000	$ 2,464,533	44.0%
423300 Rental Revenue	$ 125,000	$ 92,471	74.0%	$ 119,977	$ 71,434	59.5%
429200 Rebates & Reimbursements	$ -	$ 93	0.0%	$ -	$ 224,190	0.0%
429210 Collections & Liens	$ 220,000	$ 211,554	96.2%	$ 220,000	$ 156,437	71.1%
429220 Late Payment Charge	$ 900,000	$ 444,147	49.3%	$ 1,275,862	$ 442,023	34.6%
429230 Returned Check Fees	$ 30,000	$ 3,600	12.0%	$ 60,000	$ 2,827	4.7%
429260 Legal Recovery	$ 350,000	$ 204,371	58.4%	$ 300,000	$ 188,782	62.9%
431010 Recreational Sales	$ 20,000	$ 13,538	67.7%	$ 20,000	$ 12,528	62.6%
431020 Forestry Sales	$ 112,500	$ 63,104	56.1%	$ 256,000	$ 86,889	33.9%
431210 Misc Revenue	$ 200,000	$ 135,518	67.8%	$ 250,000	$ 457,912	183.2%
431230 Vendor Discount Revenue	$ -	$ 16	0.0%	$ 100	$ -	0.0%
431240 Sale Of Material & Equipment	$ 250,000	$ 88,600	35.4%	$ 250,000	$ 37,898	15.2%
431270 DPH Fee	$ -	$ 3	0.0%	$ -	$ -	0.0%
431280 Cross-Connection/BackWater Fee	$ 350,000	$ 228,251	65.2%	$ 230,400	$ 215,097	93.4%
453000 Main Pipe Assessments	$ 20,000	$ 13,320	66.6%	$ 55,000	$ -	0.0%
432005 Bond Premiums	$ 2,216,933	$ -	0.0%	$ -	$ -	0.0%
440040 Fund Contributions	$ -	$ -	0.0%	$ 1,004,748	$ 1,004,748	100.0%

WATER BUREAU
REGULAR MEETING
555 Main Street, Hartford
Monday, June 29, 2026

Present: Commissioners John Gale, Peter Gardow, Jackie Mandyck, Dominic Pane, Edwin Vargas and District Chairman Donald M. Currey (6)

Remote Attendance: Commissioners Alberto Cortes and Christopher Tierinni (2)

Absent: Commissioners Andrew Adil, Kyle Anderson, Avery Buell, Dimple Desai, Diane Lewis, Pasquale J. Salemi, and New Britain Representative Michael Carrier (7)

Also Present:
Commissioner William DiBella
Commissioner Richard Bush
Commissioner Joan Gentile (Remote Attendance)
Scott W. Jellison, Chief Executive Officer
Christopher Stone, District Counsel
Victoria S. Escoriza, Interim District Clerk
Christopher Levesque, Chief Operating Officer
Jonathan Perugini, Chief Financial Officer/ Director of Finance
Susan Negrelli, Director of Engineering
Robert Schwarm, Director of Information Systems (Remote Attendance)
Thomas Tyler, Director of Facilities
Dave Rutty, Director of Operations
Carrie Blardo, Assistant to the Chief Executive Officer
David Banker, Assistant Manager of Engineering Services
Dylan Pecego, Helpdesk Coordinator (Remote Attendance)
Keith Sanabria, IT Consultant (Remote Attendance)
Elizabeth Tavelli, Independent Consumer Advocate (Remote Attendance)

CALL TO ORDER

The meeting was called to order by Chairman Pane at 4:03 PM. A quorum was not present.

PUBLIC COMMENT RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

INDEPENDENT CONSUMER ADVOCATE COMMENTS & QUESTIONS RELATIVE TO AGENDA ITEMS

Independent Consumer Advocate Elizabeth Tavelli did not have any comments or questions.

APPROVAL OF MEETING MINUTES

This item was passed and taken up later in the meeting due to lack of a quorum.

REPORT FROM WATER BUREAU CHAIRMAN

Water Bureau Chairman Pane did not provide a report.

Commissioner Gale entered the meeting at 4:07 PM.

INDUSTRIAL WATER RATE

David Banker, Assistant Manager of Engineering Services, provided a report on the Industrial Water Rate.

Commissioner Mandyck entered the meeting at 4:12 PM. A quorum was now present.

SUMMARY OF WATER MAIN BREAKS

Chief Operating Officer Chris Levesque provided a summary of water main breaks in May 2026.

MAY LEAKS

Month	2021	2022	2023	2024	2025	5 Year Average	2026
January	56	62	18	47	84	53.4	44
February	79	42	24	22	42	41.8	72
March	25	12	10	10	18	15.0	17
April	13	7	5	16	8	9.8	17
May	17	12	9	6	3	9.4	7
June	11	12	11	8	8	10.0	
July	9	5	12	15	11	10.4	
August	10	17	16	10	14	13.4	
September	7	4	5	15	12	8.6	
October	6	18	20	21	15	16.0	
November	21	17	23	13	17	18.2	
December	21	47	23	58	40	37.8	
Annual Total	275	255	176	241	272	236.8	157

APPROVAL OF MEETING MINUTES

On motion made by Commissioner Gale and duly seconded, the meeting minutes of April 27, 2026 were approved.

YEAR-TO-DATE WATER REVENUE

Chief Financial Officer Jonathan Perugini provided a report on the year-to-date water revenue.

Water Bureau - 06.29.26 Regular Meeting

WATER UTILITY REVENUE REPORT

April 2026 YTD

Apr YTD is 31.2% of the full year

WATER UTILITY FUND 1120	April 2026			April 2025		
	Full Year Budget	YTD Actuals	% VAR	Full Year Budget	YTD Actuals	% VAR
TOTAL REVENUES	**$ 126,784,825**	**$ 39,567,145**	**31.2%**	**$ 119,702,948**	**$ 37,243,947**	**31.1%**
Sale of Water	**$ 98,265,957**	**$ 28,630,014**	**29.1%**	**$ 96,863,796**	**$ 27,776,100**	**28.7%**
416110 Water-Domestic	$ 46,462,909	$ 13,301,546	28.6%	$ 45,986,289	$ 13,050,208	28.4%
416120 Water-Domestic/Religious	$ 16,030	$ 26,607	166.0%	$ 160,698	$ 24,722	15.4%
416130 Water-Domestic/Agriculture	$ 120,034	$ -	0.0%	$ 38,709	$ (55)	-0.1%
416210 Water-Commercial	$ 15,963,475	$ 4,382,157	27.5%	$ 15,491,938	$ 4,146,254	26.8%
416220 Water-Commercial/Religious	$ 837,898	$ 161,801	19.3%	$ 1,208,962	$ 159,472	13.2%
416230 Water-Commercial/Agriculture	$ 40,272	$ 17,619	43.8%	$ 33,625	$ 12,854	38.2%
416310 Water-Industrial	$ 3,424,319	$ 964,663	27.9%	$ 3,431,748	$ 764,594	22.3%
416410 Water-Municipal	$ 2,399,135	$ 346,711	14.5%	$ 2,748,683	$ 363,766	13.2%
416420 Water-Municipal/Housing	$ 744,842	$ 235,129	31.6%	$ 684,238	$ 227,214	33.2%
416810 Water-Resale Treated	$ 1,671,887	$ 377,006	22.5%	$ 1,895,927	$ 585,259	30.9%
416820 Water-Resale Raw	$ 30,000	$ -	0.0%	$ 10,000	$ -	0.0%
416900 Water-General Surcharge	$ 2,314,900	$ 753,499	32.5%	$ 2,184,300	$ 734,638	33.6%
416910 Water-Capital Improvement Surcharge	$ 892,956	$ 297,861	33.4%	$ 848,389	$ 289,407	34.1%
417110 Cust Service Charges-Domestic	$ 19,365,000	$ 6,421,541	33.2%	$ 18,409,000	$ 6,097,774	33.1%
417120 Cust Service Charges-Domestic/Religious	$ 39,400	$ 13,161	33.4%	$ 37,600	$ 12,734	33.9%
417130 Cust Service Charges-Domestic/Agriculture	$ 2,900	$ 488	16.8%	$ 2,900	$ 974	33.6%
417210 Cust Service Charges-Commercial	$ 2,703,700	$ 925,756	34.2%	$ 2,570,200	$ 897,870	34.9%
417220 Cust Service Charges-Commercial/Religious	$ 155,900	$ 51,621	33.1%	$ 147,800	$ 50,686	34.3%
417230 Cust Service Charges-Commercial/Agriculture	$ 4,200	$ 1,792	42.7%	$ 3,900	$ 1,491	38.2%
417310 Cust Service Charges-Industrial	$ 262,300	$ 95,078	36.2%	$ 249,600	$ 92,986	37.3%
417410 Cust Service Charges-Municipal	$ 582,400	$ 194,357	33.4%	$ 515,000	$ 191,969	37.3%
417420 Cust Service Charges-Municipal Housing	$ 140,200	$ 47,829	34.1%	$ 134,100	$ 47,588	35.5%
417810 Cust Service Charges-Resale Treated	$ 71,300	$ 16,203	22.7%	$ 65,200	$ 16,105	24.7%
417820 Cust Service Charges-Resale Raw	$ 20,000	$ 7,589	37.9%	$ 5,000	$ 7,592	151.8%
Other Operating Revenues	**$ 17,777,879**	**$ 8,704,835**	**49.0%**	**$ 13,197,065**	**$ 5,722,232**	**43.4%**
411040 Property Change of Ownership Admin Fee	$ 501,600	$ 98,230	19.6%	$ 528,000	$ 106,150	20.1%
413040 Employer Fund Contributions	$ 5,469,113	$ 5,469,113	100.0%	$ 3,389,800	$ 3,389,800	100.0%
419110 Hydrant Maintenance-Private	$ 163,540	$ 1,670	1.0%	$ 168,465	$ 1,869	1.1%
419120 Hydrant Maintenance-Public	$ 1,741,310	$ -	0.0%	$ 1,687,455	$ -	0.0%
419130 Fire Protection Service	$ 9,296,000	$ 2,947,709	31.7%	$ 6,032,000	$ 2,119,092	35.1%
419400 Bill Jobs	$ 143,810	$ 121,398	84.4%	$ 217,220	$ 9,551	4.4%
419410 RRB-DOT Normal Labor	$ 105,846	$ -	0.0%	$ 105,846	$ -	0.0%
419430 RRB - Materials/Material Handling	$ 24,780	$ -	0.0%	$ 37,027	$ -	0.0%
419510 RRB-DPA Labor ST	$ 42,450	$ -	0.0%	$ 467,844	$ 381	0.1%
419520 RRB-DPA Labor OT	$ 1,920	$ -	0.0%	$ -	$ -	0.0%
419540 RRB-DPA Equipment	$ 46,280	$ -	0.0%	$ 6,522	$ 148	2.3%
419550 RRB-DPA Contracts	$ 111,230	$ -	0.0%	$ 363,602	$ 23,683	6.5%
419610 RRB-DPA Labor Additive Overhead	$ -	$ -	0.0%	$ 93,284	$ 537	0.6%
419910 Fees: Water Tapping	$ 130,000	$ 66,715	51.3%	$ 100,000	$ 71,020	71.0%
Non-Operating Revenues	**$ 10,740,989**	**$ 2,232,296**	**20.8%**	**$ 9,642,087**	**$ 3,745,615**	**38.8%**
421290 IGR-Misc. Charges To Govt Agencies	$ 750,000	$ -	0.0%	$ -	$ -	0.0%
423100 Interest Income - Investment	$ 5,196,556	$ 1,474,539	28.4%	$ 5,600,000	$ 1,592,426	28.4%
423300 Rental Revenue	$ 125,000	$ 57,520	46.0%	$ 119,977	$ 40,820	34.0%
429200 Rebates & Reimbursements	$ -	$ 93	0.0%	$ -	$ 195,261	0.0%
429210 Collections & Liens	$ 220,000	$ 65,239	29.7%	$ 220,000	$ 49,953	22.7%
429220 Late Payment Charge	$ 900,000	$ 262,031	29.1%	$ 1,275,862	$ 257,604	20.2%
429230 Returned Check Fees	$ 30,000	$ 1,800	6.0%	$ 60,000	$ 960	1.6%
429260 Legal Recovery	$ 350,000	$ 109,140	31.2%	$ 300,000	$ 71,514	23.8%
431010 Recreational Sales	$ 20,000	$ 3,320	16.6%	$ 20,000	$ 3,978	19.9%
431020 Forestry Sales	$ 112,500	$ 42,413	37.7%	$ 256,000	$ 28,196	11.0%
431210 Misc Revenue	$ 200,000	$ 76,120	38.1%	$ 250,000	$ 374,324	149.7%
431230 Vendor Discount Revenue	$ -	$ -	0.0%	$ 100	$ -	0.0%
431240 Sale Of Material & Equipment	$ 250,000	$ 6,001	2.4%	$ 250,000	$ 4,937	2.0%
431280 Cross-Connection/BackWater Fee	$ 350,000	$ 129,759	37.1%	$ 230,400	$ 120,895	52.5%
453000 Main Pipe Assessments	$ 20,000	$ 4,320	21.6%	$ 55,000	$ -	0.0%
432005 Bond Premiums	$ 2,216,933	$ -	0.0%	$ -	$ -	0.0%
440040 Fund Contributions	$ -	$ -	0.0%	$ 1,004,748	$ 1,004,748	100.0%

Commissioner Patel joined the meeting virtually at 4:32 PM

Commissioner Johnson exited the meeting at 4:32 PM.

DISCUSSION OF WEST HARTFORD MASTER PLAN

Susan Negrelli, Director of Engineering, provided a brief summary regarding starting the process of replacing the West Hartford Plant, and discussed technologies being Piloted.

OPPORTUNITY FOR GENERAL PUBLIC

No one from the public appeared to be heard.

COMMISSIONER REQUESTS FOR CONSIDERATION OF FUTURE AGENDA ITEMS

There were no requests for future agenda items.

ADJOURNMENT

The meeting was adjourned at 4:36 PM

ATTEST:

Victoria S. Escoriza
Interim District Clerk

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Date of Approval

**Video of the full June 29, 2026 Water Bureau meeting is available at https://www.youtube.com/@MetropolitanDistrictCommission **