MDC

The Metropolitan District
water supply · environmental services · geographic information

DISTRICT BOARD
555 MAIN STREET, HARTFORD, CT
REGULAR MEETING
WEDNESDAY, SEPTEMBER 2, 2026 5:30 PM

Dial in #: (415)-655-0001; Access Code: 2319 429 5080 #
Meeting Video Link

The general public is welcome to call into the meeting. Everyone on the call will need to mute their phone to limit background noise disrupting the meeting. Please silence your cell phones during the meeting.

1. **MEETING CALLED TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **SWEARING IN OF COMMISSIONER ANTHONY DILIZIA**
5. **APPROVAL OF MEETING MINUTES OF AUGUST 3, 2026**
6. **PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS**
7. **INDEPENDENT CONSUMER ADVOCATE COMMENTS & QUESTIONS RELATIVE TO AGENDA ITEMS**
8. **COMMITTEE ON TECHNOLOGY: DISCUSSION AND POTENTIAL ACTION RE: STUDY OPPORTUNITIES FOR SOLID WASTE MANAGEMENT FOR MDC/UCONN** (September 2, 2026)
9. **REPORT FROM DISTRICT CHAIRMAN**
10. **REPORT FROM CHIEF EXECUTIVE OFFICER**
11. **REPORT FROM DISTRICT COUNSEL**
12. **REPORT FROM CHIEF FINANCIAL OFFICER RE: 2025 UNASSIGNED FUND BALANCE**
13. **COMMITTEE ON ORGANIZATION: CONSIDERATION AND POTENTIAL ACTION RE: APPOINTMENT OF DISTRICT CLERK** (September 2, 2026)
14. **COMMITTEE ON MDC GOVERNMENT: CONSIDERATION AND POTENTIAL ACTION RE:** (August 11, 2026)
    A. **ADDITION OF WATER ORDINANCE § W1G RESERVED SAFE YIELD AGREEMENTS**
    B. **REVISION OF BYLAW § B6D DISCLOSURE OF INTEREST**
15. **WATER BUREAU: CONSIDERATION AND POTENTIAL ACTION RE:** (August 31, 2026)
    A. **COLEBROOK CONSERVATION EASEMENT**

B. **WATER ENCROACHMENT AGREEMENT – 341 EAST RIVER DRIVE, EAST HARTFORD**

16. **BOARD OF FINANCE: CONSIDERATION AND POTENTIAL ACTION RE:** (August 31, 2026)

    A. **AUTHORIZATION FOR ISSUANCE & SALE OF GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED $80,000,000**
    B. **AUTHORIZATION FOR ISSUANCE & SALE OF REVENUE BONDS IN AN AMOUNT NOT TO EXCEED $50,000,000**
    C. **REALLOCATION OF BOND PROCEEDS IN THE AMOUNT OF $9,343,000**
    D. **WEST HARTFORD STORMWATER PILOT PROJECT**
    E. **OPERATING BUDGET TRANSFER**

17. **CONSIDERATION AND POTENTIAL ACTION RE: SETTLEMENT OF PENDING LITIGATION *NYLA CRUZ V MDC* (POSSIBLE EXECUTIVE SESSION)**

18. **OPPORTUNITY FOR GENERAL PUBLIC COMMENTS**

19. **COMMISSIONER REQUESTS FOR CONSIDERATION OF FUTURE AGENDA ITEMS**

20. **ADJOURNMENT**

BENCHMARK STUDY — PHASE I

Integrated Waste, Materials, Energy and District-Heat Systems

Lessons for the Hartford–UConn Demonstration Project

U.S. and European Precedents | *Desk Research and Site-Visit Framework*
August 2026

Purpose: identify which elements have already been demonstrated, where integration has succeeded or failed, and which precedents should shape the Connecticut beta.

Executive Summary

This Phase I benchmark study finds that the Hartford–UConn concept is not dependent on a single unproven technology. Nearly every major technical component has already been demonstrated at commercial scale in either the United States or Europe. What remains unusual in the U.S. is the deliberate integration of those components into one system architecture: waste hierarchy, advanced materials recovery, useful thermal-energy recovery, district heating, institutional energy, transparent environmental verification, university research, and a replication strategy.

The strongest American precedents are Palm Beach County, Florida; Huntsville/Redstone Arsenal, Alabama; Indianapolis, Indiana; Niagara Falls, New York; and Hennepin County/Minneapolis, Minnesota. Palm Beach is the best U.S. precedent for importing advanced European-style combustion and air-pollution-control technology into an integrated public waste system. Huntsville is the best analogue for linking a municipal waste-energy facility to a major institutional/research complex. Indianapolis and Hennepin demonstrate direct integration of waste-derived steam into district-energy networks. Niagara demonstrates an industrial circular loop in which waste streams and steam are exchanged among multiple industrial users.

The strongest European benchmarks are ARC/Amager Bakke in Copenhagen, Wien Energie/Spittelau in Vienna, Stockholm Exergi in Stockholm, and AEB Amsterdam. These systems demonstrate a broader principle absent from most American facilities: waste treatment is planned as one component of a larger urban energy and materials system. Heat, electricity, materials recovery, district cooling, storage, grid balancing, carbon capture, and public infrastructure governance are treated as interacting functions.

The most important caution comes from Hennepin County and from current European experience. Waste-to-energy can become economically and politically vulnerable if it is designed around fixed combustion throughput rather than a shrinking residual waste stream. Stockholm explicitly recognizes the risk that improved resource efficiency can reduce residual waste available to existing plants. Hennepin County is planning a transition away from HERC in pursuit of a zero-waste strategy. Connecticut should therefore size the Hartford beta conservatively, preserve modularity, and ensure that economics remain viable as recycling and source reduction improve.

For Hartford–UConn, the central design implication is clear: the project should not be framed as a new incinerator. It should be designed as a modular resource-and-energy platform in which residual treatment is one component. The heat network, materials recovery, environmental verification, data architecture, and research platform should have value independent of any particular combustion technology.

Recommended first site visits: (1) Palm Beach County, (2) Huntsville/Redstone Arsenal, (3) Vienna Spittelau, (4) Copenhagen ARC/Amager Bakke, (5) Stockholm Exergi/Brista-Högdalen, and (6) Amsterdam AEB. Indianapolis and Hennepin should be included as focused technical/policy visits or structured interviews, with Hennepin treated specifically as a counterfactual case.

1. Study Question and Method

The benchmark question is not simply, 'Who has a modern waste-to-energy plant?' It is: Which jurisdictions have assembled the pieces of an integrated materials, waste, thermal-energy, electric-energy, environmental, and governance system, and what can Connecticut learn from both their successes and their failures?

This Phase I report is a desk-research benchmark based primarily on owner/operator, government, annual-report, technical-vendor, and regulatory sources available through August 2026. It is designed to identify the highest-value sites for a second phase of structured interviews and site visits. It should not substitute for engineering due diligence, audited cost normalization, emissions-data review, or direct operator interviews.

Benchmark dimensions

- Waste hierarchy: source reduction, reuse, recycling, organics, and definition of the residual stream.

- Technology: combustion/treatment architecture, capacity, reliability, air-pollution controls, and residual management.
- Materials recovery: front-end and post-combustion recovery of metals, plastics, gypsum, ash, and other materials.
- Energy integration: electricity, useful steam/hot water, district heating/cooling, industrial steam, storage, and grid services.
- Governance: public authority, municipal ownership, contracts, customer relationships, and institutional coordination.
- Finance: capital structure, user fees/tipping fees, energy revenues, assessments, debt, and risk allocation.
- Environmental performance: emissions monitoring, climate strategy, carbon capture, and treatment of difficult contaminants.
- Research and innovation: university/research integration, data use, demonstration projects, and technology-development capacity.
- Transferability to Hartford–UConn: what is directly applicable, what requires adaptation, and what should be avoided.

2. Comparative Findings at a Glance

Site	Distinctive strength	Heat integration	Governance lesson	Hartford–UConn relevance
Palm Beach County, FL	European-derived WTE technology inside full public integrated system	Low: electricity-dominant	Dedicated public authority with stable user-fee base	Best U.S. technology/finance benchmark
Huntsville / Redstone, AL	Municipal waste energy linked to large institutional campus	High: steam historically; new on-site electricity	Public nonprofit authority + long-term institutional customer	Closest U.S. analogue to Hartford–UConn institutional linkage
Indianapolis, IN	Waste steam directly supports downtown district loop	High	Long-term utility/offtake integration	Proof that WTE + district heat works in a U.S. city
Niagara Falls, NY	Industrial circular loop: waste, steam, materials	High: industrial steam	Private operator + industrial contracts	Model for industrial symbiosis and anchor customers
Hennepin / Minneapolis, MN	District heat plus transparent economics; now transitioning away	High	County ownership with explicit zero-waste policy tension	Critical warning on lock-in, aging assets and policy durability
Copenhagen ARC	Integrated municipal collection/recycling + WTE + district heat	Very high	Multi-municipal ownership; WTE now commercialized separately	Best whole-system governance/urban integration benchmark
Vienna Spittelau	Waste + district heat + hospitals + power-to-heat + heat pump	Very high	Municipal energy utility integrates heat portfolio	Best benchmark for Hartford thermal-system integration
Stockholm Exergi	Residual-waste sorting + huge heat/cooling network + pricing signals	Very high	Energy company optimizes whole regional heat system	Best model for modularity, sorting and carbon-price incentives
AEB Amsterdam	Post-separation + WTE + district heat + steam + CCS roadmap	High	Municipal ownership with operating/financial discipline	Strong materials/energy integration and cautionary operations case

3. U.S. Benchmark 1 — Palm Beach County, Florida

Why it matters

Palm Beach County is the strongest American example of deliberately importing advanced European waste-to-energy technology into a publicly governed, integrated county waste system. The Solid Waste Authority (SWA) manages collection-related infrastructure, transfer, recycling, two energy facilities, landfill capacity, household hazardous waste, biosolids and other programs as one system.

System architecture

- SWA is a dependent special district governed by the seven Palm Beach County Commissioners acting as the Authority board.
- The integrated system is funded primarily through user fees, especially a non-ad valorem assessment, supplemented by commercial tipping fees, electricity sales, recycling revenue and investment income.
- The county operates two major renewable-energy facilities; REF 2 began commercial operation in 2015.
- REF 2 processes up to about 1 million tons of post-recycled MSW per year and generates up to about 100 MW.
- The Authority states that REF 2 can reduce waste to landfill by up to 90 percent, extending landfill life.

Technology and European transfer

REF 2 is a mass-burn facility using Babcock & Wilcox/Vølund grate technology. Its three boilers use the Vølund DynaGrate/Wave Grate architecture. It also uses spray-dryer absorbers, fabric filters, powdered activated carbon, selective catalytic reduction (SCR), and continuous emissions monitoring. Palm Beach was the first U.S. municipal WTE facility to use SCR for NOx control. The project is therefore direct evidence that advanced European-origin moving-grate and emissions-control concepts can be deployed in a U.S. regulatory and operating environment.

Materials recovery

REF 2 recovers roughly 90 percent of ferrous and 85 percent of nonferrous metals from ash; the Authority reports roughly 27,000 tons of recovered metals annually at design scale. This is a major lesson for Connecticut: residual treatment should be designed with post-combustion materials recovery as part of the core process rather than as an afterthought.

Finance and risk

REF 2 cost approximately $672 million. The broader SWA system was historically supported by large revenue-bond financing and a stable countywide assessment. FY2025 financial reporting shows the scale of diversified system revenue: approximately $249 million in assessments, $67.5 million in tipping fees, $56.4 million in electric-generation revenue and $14.0 million in recycling income. The lesson is not that Connecticut should copy Palm Beach's rate structure; it is that a capital-intensive integrated system needs a durable, predictable revenue base that is not dependent on electricity prices alone.

Limitations

- The system is electricity-dominant; it does not exploit district heat at European scale.
- Florida climate, disposal markets and electricity conditions differ substantially from Connecticut.
- The plant is large; direct replication of scale could create throughput lock-in if Connecticut diversion rises.

Lessons for Hartford–UConn

1. Use Palm Beach as the primary U.S. benchmark for procurement, EPC risk, combustion technology, air controls, ash/metals recovery, public governance and financing.
2. Do not copy its electricity-heavy energy strategy; Hartford's comparative advantage is thermal demand.

3. Study its stable user-fee/assessment structure as a model for separating infrastructure finance from volatile commodity revenue.
4. Request actual ten-year data on outages, O&M, major maintenance, ash disposal, stack tests, metals revenue, electricity price realization and debt service.

4. U.S. Benchmark 2 — Huntsville / Redstone Arsenal, Alabama

Why it matters

Huntsville is the closest American precedent to the institutional linkage envisioned between Hartford and UConn. The Solid Waste Disposal Authority is a public nonprofit corporation responsible for the city/county integrated system, including waste-to-energy, landfill, recycling and waste reduction. Its WTE plant has historically converted roughly 700 tons per day of municipal waste into steam sold to Redstone Arsenal for heating and cooling.

Energy integration

In 2024 the relationship was expanded with installation of a 12.4-MW turbine to use SWDA steam to provide electricity to Redstone's power grid. Huntsville reports expected output of about 60,000 MWh annually and regional GHG reductions of about 20,000 tons per year relative to displaced grid power. The site therefore demonstrates a long-lived energy offtake relationship between public waste infrastructure and a very large research/defense campus.

Materials and broader system

The system also recovers metals and accepts dried biosolids from the city's wastewater system for energy recovery. This is an example of cross-infrastructure coordination: municipal wastewater residuals and solid waste are managed through one energy-recovery relationship.

Lessons for Hartford–UConn

5. The decisive economic asset is an anchor energy customer with durable demand. Hartford should identify and contract with thermal customers before final plant sizing.
6. The UConn relationship need not initially be a physical Hartford–Storrs heat pipe. Huntsville shows the value of institutional linkage even when the institutional user is adjacent rather than embedded in the city core.
7. Study the Redstone contract structure: pricing formula, minimum/maximum steam obligations, backup energy, outage allocation, capital responsibility and contract term.
8. Investigate how public-authority governance protects both municipal disposal objectives and the institutional customer's reliability requirements.

5. U.S. Benchmark 3 — Indianapolis, Indiana

Indianapolis provides direct proof that waste-derived steam can be integrated into a major U.S. downtown district-heating network. The Reworld Indianapolis facility generates steam that is purchased for the downtown heating loop. Utility testimony has described the district steam system as one of the largest in the United States and identified purchased WTE steam as contributing to lower costs and reliability.

Lessons for Hartford–UConn

- Hartford's Capitol Area System should be evaluated as an energy customer and network asset, not merely as a separate state facility.
- The value of heat should be modeled against the avoided marginal cost of steam/hot-water production and capacity, not just against wholesale electricity prices.

- Contract design should explicitly value reliability, backup boilers, seasonal load shape and avoided capacity investment.
- A focused Indianapolis technical visit should include both the WTE operator and the district-steam utility; studying only the waste plant would miss the key economics.

6. U.S. Benchmark 4 — Niagara Falls, New York

Reworld's Niagara system illustrates industrial symbiosis rather than municipal district heating. The operator describes a shared circular engine in which industrial waste and non-recyclable byproducts are converted to high-purity steam and returned to paper, chemical and industrial-gas users. Materials-processing facilities also convert paper tailings into animal bedding and alternative fuel.

A 2024 performance sheet reports roughly 783,000 tons of MSW processed, 2.5 billion pounds of net steam export, 210,000 MWh of net electricity export, and recovery of about 18,200 tons of ferrous and 2,000 tons of nonferrous metals.

Lessons for Hartford–UConn

- Look beyond public buildings: industrial and institutional steam customers can materially improve economics.
- Map potential Hartford-region anchor users by thermal load, temperature requirement, operating schedule and credit quality.
- Consider whether materials-processing businesses can co-locate with the resource campus, creating customers and feedstock loops.
- Rail logistics may matter for a statewide Connecticut network and should be explicitly benchmarked.

7. U.S. Benchmark 5 — Hennepin County / Minneapolis, Minnesota

Why it matters

Hennepin is indispensable because it is both a precedent and a warning. HERC has produced electricity and steam for the downtown Minneapolis district-energy system and Target Field, while recovering metals. County reports provide unusually transparent cost and revenue information. Yet the county is now planning a transition away from WTE as part of a broader zero-waste strategy.

Economics

A 2023 county briefing reported a contract tipping fee of $69 per ton and gate rate of $90 per ton. It reported annual energy and metal revenue ranges of roughly $3–4 million for electricity, $250,000–$350,000 for downtown steam, $100,000–$135,000 for stadium steam, and $350,000–$450,000 for recovered metals. The same report identified approximately $24.6 million in 2022 operator payments plus ash management, insurance and other costs. County capital documents note that HERC requires continuing preservation and improvement as an aging 1989 facility.

Transition risk

The county's 2026 solid-waste reinvention plan includes provisions for terminating WTE operations and the downtown steam agreement as waste volumes fall or policy changes. This is a critical design lesson: heat customers, operators and financing arrangements must have clear transition and termination mechanisms if source reduction succeeds faster than expected.

Lessons for Hartford–UConn

9. Use Hennepin as the primary counterfactual case: what makes a previously integrated WTE/district-energy system lose political or strategic support?

10. Require Hartford contracts to include a planned 'shrinking residual stream' pathway and modular capacity.
11. Model aging-asset reinvestment explicitly over 30 years; first-cost comparisons are insufficient.
12. Separate revenues supporting waste programs from revenues required for plant viability; cross-subsidies can become politically contentious.
13. Study community and environmental-justice opposition directly, not just technical performance.

8. European Benchmark 1 — Copenhagen: ARC / Amager Bakke

System architecture

ARC is owned by five municipalities in the Copenhagen region and operates far more than an incinerator: waste collection, recycling centers, transfer operations, hazardous-waste activities and the Amager Bakke energy facility. This is the strongest benchmark for a public, multi-municipal platform integrating waste collection, materials management and energy.

ARC's 2025 data report 543,000 tons combusted, 1,326 GWh of heat production and 312 GWh of electricity production. ARC states that each tonne of waste can produce roughly 2.7 MWh of district heat and 0.8 MWh of electricity. Waste burns for roughly 1.5–2 hours at about 950–1,100°C.

Residuals and metals

After combustion, about 17–20 percent by weight remains as slag. ARC matures the slag for several months, then removes metals for recycling. This integrated treatment of bottom ash should be compared directly with Palm Beach's post-combustion metals system.

Governance evolution

ARC historically operated as an intermunicipal public enterprise. Following Danish national policy changes, its energy-incineration activity was separated into a commercial company from 2025 while ownership remained under the municipal ARC structure. This is highly relevant to Connecticut because it illustrates a hybrid structure: public strategic ownership with a separately accountable commercial energy/waste operating entity.

Key warning

ARC's recent results also demonstrate that technically advanced plants are not guaranteed to be financially easy. Its published 2025 figures show a negative annual result. Connecticut should therefore study not just technology but debt, overcapacity, waste procurement, heat pricing and regulatory changes.

Lessons for Hartford–UConn

14. Study the intermunicipal governance structure as a model for MDC/state/municipal participation.
15. Benchmark district-heat value and dispatch rules, not simply plant electrical efficiency.
16. Study why the WTE business was separated commercially and what this reveals about risk allocation.
17. Treat public acceptance and urban design as infrastructure issues: Amager Bakke was deliberately integrated into the city rather than hidden from it.
18. Obtain actual capital/debt history and lessons from cost overruns or capacity planning before Connecticut selects scale.

9. European Benchmark 2 — Vienna: Wien Energie / Spittelau

Why it matters

Vienna may be the single most useful thermal-energy benchmark for Hartford. Spittelau was originally located specifically to provide district heat to a major hospital complex roughly two kilometers away. It is now embedded in Vienna's municipal district-heating system.

Performance and integration

Wien Energie reports roughly 250,000–270,000 tons of household waste processed annually, about 500 GWh of heat and 60 GWh of electricity. It states that Spittelau heat serves more than 60,000 households. Vienna operates multiple waste-treatment facilities that together process over one million tons annually and provide electricity and heat to hundreds of thousands of households.

The energy system continues to evolve. A 10-MW power-to-heat installation uses surplus electricity to make hot water for the district network, and in January 2026 Wien Energie announced a large heat pump at Spittelau designed to recover additional heat from flue-gas cleaning and serve about 16,000 households. The reported investment is about €40 million.

Environmental/urban integration

Spittelau's post-1987 redesign paired very stringent flue-gas treatment with prominent civic architecture. Wien Energie reports annual-average emissions around 90 percent below legal thresholds. Whatever the precise comparison basis, the broader lesson is that environmental performance and public legitimacy were treated as core design objectives rather than post-construction communications.

Lessons for Hartford–UConn

19. Study Spittelau as a heat-plant and network project, not just a WTE plant.
20. Hartford should evaluate heat pumps, power-to-heat, storage and waste heat together; residual-waste energy can be one source in a flexible thermal portfolio.
21. Hospitals and state buildings should be analyzed as anchor customers analogous to Vienna's institutional loads.
22. Modernization is continuous: the project should include staged upgrades rather than assuming a fixed 30-year technology configuration.
23. Public architecture, visitor access and transparent emissions performance can be part of siting strategy.

10. European Benchmark 3 — Stockholm Exergi

Why it matters

Stockholm Exergi is perhaps the best systems benchmark because it operates a regional energy platform rather than a single plant. Its roughly 3,000-km district-heating network connects multiple production plants, heat pumps, waste-energy units, residual heat sources and district cooling. The company describes waste treatment and heating as two societal needs served by the same infrastructure.

Waste hierarchy and post-sorting

Stockholm explicitly defines incineration as final treatment for residual waste after source reduction and material recycling. Its Brista post-sorting system mechanically removes plastics and metals from residual waste before energy recovery. The company also adjusts gate fees according to fossil/plastic content, creating a direct economic incentive for suppliers to improve sorting.

In 2024 Stockholm Exergi processed about 808,549 tons of waste, 73 percent from Sweden and the balance largely imported. The company openly identifies a strategic risk: as waste prevention improves, residual waste per person should fall, potentially reducing utilization and revenue unless the service area expands.

Carbon and system evolution

Stockholm has studied CCS at waste-to-energy plants and is developing carbon capture elsewhere in its energy portfolio. Its integrated district heating/cooling system also recovers waste heat from wastewater and other sources. This is the clearest precedent for designing Hartford district energy as an open thermal platform rather than a single-source network.

Lessons for Hartford–UConn

24. Build a source-agnostic district-energy platform capable of accepting heat from WTE, heat pumps, geothermal, electric boilers, data centers or other future sources.
25. Use front-end/post-sorting to reduce plastics before thermal treatment and improve the carbon profile.
26. Consider differentiated tipping fees based on fossil/plastic content as an incentive mechanism.
27. Model declining residual waste explicitly; do not assume constant tonnage for debt service.
28. Use the network, not the plant, as the long-lived asset.

11. European Benchmark 4 — Amsterdam: AEB

System architecture

AEB Amsterdam, wholly owned by the municipality, processes residual municipal and commercial waste, recovers materials, and supplies electricity and district heat. Its post-separation plant can recover seven material streams before incineration. AEB reports six incineration lines with combined capacity of roughly 850,000 tons at the conventional WTE plant plus two high-efficiency lines, and a broader historic combined capacity of about 1.4 million tons.

Materials and heat

AEB reports recovery of plastics, iron and nonferrous metals from incoming residual waste and bottom ash. It also recovers gypsum from flue-gas cleaning. Its WTE output heats about 30,000 homes, and it has explored direct steam supply to nearby industry. AEB is planning major carbon capture, with a target of up to 500 kilotonnes per year and an expected early-2028 operating date.

Operational caution

AEB is also valuable because it is not a flawless showcase. In 2026 it publicly acknowledged dioxin limit exceedances identified in three measurements in 2024–2025, implemented corrective actions, and stated that subsequent emissions were again below the permitted limit. This should be treated as a governance lesson: high-performing systems still have excursions, and credibility depends on measurement, disclosure and corrective action.

Lessons for Hartford–UConn

29. Integrate post-separation before combustion and treat materials recovery as a revenue/environmental workstream.
30. Design direct industrial steam options alongside district heat.
31. Make independent emissions measurement and rapid public disclosure part of project governance.
32. Study municipal ownership advantages and disadvantages, including how financial and operating discipline is maintained.
33. Treat CCS as a future module, not a justification for current combustion capacity.

12. Cross-Case Lessons for the Hartford–UConn Demonstration

Lesson 1 — The durable asset should be the network, not the furnace

Vienna and Stockholm show that thermal networks can accept multiple evolving heat sources. Connecticut should therefore design Hartford district energy as a long-lived open platform. Residual-waste energy, if selected, becomes one heat source among several. This reduces technology lock-in and gives the network continuing value if residual waste falls.

Lesson 2 — Secure heat customers before sizing treatment capacity

Huntsville, Indianapolis and Vienna all demonstrate the value of anchor thermal customers. The Hartford study should map state buildings, hospitals, universities, commercial towers, housing and industrial customers before defining plant size. Heat-offtake agreements should be treated as core finance documents.

Lesson 3 — Separate material recovery from disposal thinking

Palm Beach, Stockholm, Copenhagen and Amsterdam all show that metals and other materials recovery can be engineered both before and after thermal treatment. The Hartford beta should establish a measurable materials-recovery target and revenue model independent of WTE.

Lesson 4 — The residual stream should shrink by design

Stockholm and Hennepin demonstrate the strategic tension between waste prevention and fixed combustion assets. Connecticut should define success as less residual waste per resident over time. Capacity should be modular, regional procurement should be flexible, and debt structures should tolerate declining throughput.

Lesson 5 — Governance matters as much as combustion technology

Palm Beach's special authority, ARC's multi-municipal enterprise, Huntsville's nonprofit authority and Vienna's municipal energy utility all solve different coordination problems. Hartford–UConn needs a governance form that can coordinate MDC, the state, municipalities, UConn, heat customers, operators and private capital without allowing any single silo to optimize at the expense of the system.

Lesson 6 — Stable infrastructure revenue is more important than commodity upside

Palm Beach's assessment base is a particularly strong lesson. Electricity, recovered metals and renewable attributes are volatile. The project should be financially viable on conservative commodity assumptions, with tipping/service charges and contracted thermal revenues providing the durable base.

Lesson 7 — Environmental legitimacy must be operational, not rhetorical

AEB's disclosed dioxin excursion and Hennepin's political transition underscore the need for continuous monitoring, independent validation, public data and clear corrective-action procedures. The UConn research role can make this a defining advantage of the Connecticut model.

Lesson 8 — PFAS should be a research/verification module, not an unsupported sales claim

None of the benchmark municipal systems establishes that ordinary municipal WTE universally destroys PFAS. Hartford–UConn should distinguish municipal residual treatment from specialized hazardous-waste treatment and use UConn to measure destruction, transformation products, emissions, ash and wastewater under controlled protocols.

13. Recommended Site-Visit Program

The next phase should move from desk research to structured operator, regulator, customer and community interviews. Each visit should use the same questionnaire and request the same data package, allowing normalized comparison.

Priority	Site	Primary question	Who should be interviewed
1	Palm Beach County	Can advanced European technology be financed, permitted and operated successfully in U.S. public infrastructure?	SWA executive/finance/engineering; operator; air regulator; metals contractor; bond/finance advisers
2	Huntsville / Redstone	How should a long-term institutional energy offtake be structured?	SWDA; Redstone energy team; city; operator; contract/finance staff
3	Vienna Spittelau	How is WTE optimized inside a flexible district-heat portfolio?	Wien Energie plant/network/finance teams; hospital/institutional customer; regulator
4	Copenhagen ARC	How does multi-municipal governance integrate collection, recycling, WTE and heat—and what went wrong financially?	ARC board/management/finance; district heat buyer; owner municipalities; regulator
5	Stockholm Exergi	How should a system adapt to declining residual waste and rising carbon constraints?	Exergi waste/heat/pricing teams; Brista sorting; municipal partners; CCS team
6	AEB Amsterdam	How are post-separation, district heat, steam and emissions governance integrated?	AEB operations/finance/environment; heat-network partner; industrial steam prospect/customer
7	Hennepin County	Why is an operating WTE/district-energy system being phased down?	County commissioners/staff; operator; district-energy buyer; environmental justice/zero-waste stakeholders
8	Indianapolis	What is the real avoided-cost value of WTE steam to a U.S. district network?	WTE operator; district steam utility; major customers/regulator

14. Standard Data Request for Every Site

- Ten years of annual waste throughput by source and composition.
- Annual recycling, organics diversion, metals recovery and ash/residue tonnage.
- Plant availability, planned/unplanned outages and major maintenance history.
- Gross/net electricity and heat output; heat sold; seasonal load factor; rejected heat.
- All major energy-offtake contracts or summary commercial terms.
- Capital cost, debt structure, annual debt service and refinancing history.
- Annual O&M costs by major category, including chemicals, labor, ash, insurance and maintenance.
- Tipping/service fees and their escalation mechanisms.
- Electricity, heat, metals and other commodity revenue.
- Air emissions: permit limits, annual stack tests, continuous-monitoring results, excursions and corrective actions.
- Residual/ash handling and beneficial-use specifications.
- Community complaints, litigation, siting controversies and environmental-justice processes.
- Governance documents, board composition, procurement model, operator contract, risk allocation and termination rights.
- Plans for declining waste volumes, decarbonization, CCS, heat pumps, storage and future network integration.

15. Standard Interview Questions

34. What assumption in the original business case proved most wrong?
35. If you were building the system today, what would you size or contract differently?
36. Which revenue source is most stable? Which is most volatile?
37. What is the real economic value of useful heat compared with electricity?
38. How much thermal energy is rejected because there is no customer?
39. How have recycling and source reduction changed the residual stream?
40. What is the minimum annual throughput required for financial viability?
41. What major maintenance or replacement costs were underestimated?
42. How are outages handled for heat customers?
43. What environmental issue has created the greatest operating or political risk?
44. How are emissions data verified and communicated to the public?
45. How are ash, fly ash and air-pollution-control residues managed and priced?
46. What contract or governance provision has proven most valuable?
47. What contract or governance provision do you wish you had included?
48. How would you advise Connecticut to avoid lock-in while still financing long-lived infrastructure?

16. Proposed Connecticut Benchmark Scorecard

Each site should be scored after interviews on a 1–5 scale using evidence rather than promotional claims.

- Lifecycle cost and financial resilience.
- Heat-utilization efficiency.
- Materials-recovery performance.
- Flexibility under declining residual waste.
- Environmental performance and transparency.
- Reliability and major-maintenance burden.
- Governance effectiveness.
- Public legitimacy / community acceptance.
- Innovation and upgrade flexibility.
- Transferability to Hartford.
- Transferability to UConn research/education role.
- Replicability to additional Connecticut clusters.

17. Preliminary Design Implications for Hartford–UConn

49. Make the Hartford district-energy network the organizing energy asset. Evaluate multiple heat sources and design the network for future source substitution.
50. Size residual treatment only after an aggressive 30-year materials-flow forecast; build modularly where possible.
51. Create an advanced front-end materials-recovery function and specify post-combustion metals recovery if thermal treatment is selected.
52. Secure anchor heat customers and define backup/reliability obligations before financial close.
53. Separate the public-system governance layer from commercial plant-operation risk where appropriate, drawing on Palm Beach and ARC.
54. Build a stable service-fee/tipping-fee base; treat electricity, metals and future environmental credits as supplemental rather than essential revenues.
55. Establish a UConn-led independent environmental verification and open-data program from the start.

56. Design PFAS work as a separately governed research and specialized-treatment program with measured performance.
57. Include explicit transition provisions for falling residual volumes, technology substitution and possible early retirement of treatment modules.
58. Use REMI only after engineering and financial inputs are normalized against the benchmark evidence collected from these sites.

18. Phase II Work Plan

Phase II should consist of structured interviews, site visits, data normalization and a Connecticut transferability assessment. A small team should include waste/materials engineering, district-energy engineering, finance, environmental science, REMI/economic modeling, governance/legal expertise and UConn research leadership.

- Step 1: send standardized data request and confidentiality protocol.
- Step 2: conduct remote pre-interviews to identify data gaps.
- Step 3: visit the six highest-priority sites; add focused visits/interviews for Hennepin and Indianapolis.
- Step 4: normalize all financial data to common-year dollars and common units ($/ton, $/MWh heat, $/MWh electricity, $/ton residue).
- Step 5: prepare a technology/governance failure register: cost overruns, outages, emissions excursions, contract disputes, stranded capacity and policy reversals.
- Step 6: produce a Hartford–UConn design-options matrix showing which features should be adopted, adapted, deferred or rejected.
- Step 7: feed benchmark-derived ranges into the SOW assumptions register and REMI scenario model.

19. Preliminary Conclusion

The benchmark evidence supports proceeding with the Hartford–UConn study, but it argues strongly against treating the initiative as a conventional waste-to-energy procurement. The best systems create value by integrating residual-waste treatment into larger networks of heat, materials recovery, public infrastructure and institutional customers. The most important transferable asset is therefore not a particular furnace; it is the system architecture.

Connecticut has an unusual combination of assets: a waste-capacity problem that already creates large ongoing costs, existing district-energy infrastructure in Hartford, a major research university, concentrated institutional loads, and a geography dense enough to support cluster-based networks. The benchmark task is now to determine which proven elements can be assembled into a Connecticut system without inheriting the overcapacity, aging-asset, emissions-governance or political-lock-in problems visible in some precedents.

The site visits should therefore be treated as project design work, not informational tours. The objective is to return with operating data, contract structures, failure histories, financing lessons, heat-network economics, environmental evidence and explicit answers to the question: 'What would you do differently if you were designing this today?'

Sources and Primary References

- **Palm Beach County Solid Waste Authority — About / governance / funding:** https://www.swa.org/27/About
- **Palm Beach County SWA — Financial Information:** https://www.swa.org/244/Financial-Information
- **Palm Beach County SWA — Renewable Energy Facility 2:** https://www.swa.org/Facilities/Facility/Details/Renewable-Energy-Facility-2-11
- **Palm Beach County SWA — Environmental / stack-test information:** https://www.swa.org/31/Environmental-Information
- **Palm Beach County SWA FY2025 Annual Financial Report:** https://www.swa.org/DocumentCenter/View/6933

- **Babcock & Wilcox — Palm Beach REF2 technology case study:** https://www.babcock.com/home/about/resources/success-stories/palm-beach-renewable-energy-facility-no-2
- **City of Huntsville — Solid Waste Disposal Authority:** https://www.huntsvilleal.gov/residents/trash-recycling/recycling/solid-waste-disposal-authority/
- **City of Huntsville — Redstone/SWDA air-pollution-control awards and 12.4-MW turbine:** https://www.huntsvilleal.gov/redstone-arsenal-solid-waste-disposal-authority-receive-citys-air-pollution-control-awards/
- **City of Huntsville — Waste-to-energy/Redstone steam background:** https://www.huntsvilleal.gov/covanta-donated-equipment/
- **CHWMEG — Reworld Indianapolis facility detail:** https://chwmeg.org/detail.asp?ID=466
- **Reworld — 2026 Sustainability Report, Niagara circular industrial hub:** https://www.reworldwaste.com/hubfs/CSR%20Resources%20Page/Reworld%20Sustainabilty%20Report%202026.pdf?hsLang=en
- **Reworld — Niagara 2024 facility performance:** https://www.reworldwaste.com/hubfs/CSR%20Resources%20Page/Performance%20Sheets/2024/Facility_Performance_Niagara_TTF_2024_Performance_Sheet.pdf?hsLang=en
- **Hennepin County — HERC Board briefing / economics:** https://www.hennepin.us/-/media/hennepinus/your-government/projects-initiatives/solid-waste-planning/herc-report-board-briefing-september212023.pdf
- **Hennepin County — Plan to reinvent solid waste system:** https://www.hennepin.us/-/media/hennepinus/your-government/projects-initiatives/solid-waste-planning/reinventing-solid-waste-system-report.pdf
- **ARC Copenhagen — Organization / municipal ownership:** https://a-r-c.dk/om-arc/organisation/
- **ARC Copenhagen — 2025 key figures:** https://a-r-c.dk/om-arc/hoved-og-nogletal/
- **ARC Copenhagen — From waste to energy:** https://a-r-c.dk/amager-bakke/from-waste-to-energy/
- **ARC Copenhagen — company separation / 2025 commercial framework:** https://a-r-c.dk/om-arc/udbud-og-indkob/selskabsgoerelse-af-arcs-forbraendingsanlaeg/
- **Wien Energie — Spittelau waste-incineration plant:** https://www.wienenergie.at/spittelau-waste-incineration-plant/
- **Wien Energie — Power-to-heat at Spittelau:** https://www.wienenergie.at/ueber-uns/unternehmen/energie-klimaschutz/energieerzeugung/power-to-heat/
- **Wien Energie — 2026 Spittelau large heat-pump project:** https://www.wienenergie.at/pressrelease/kein-mist-wien-energie-nutzt-waerme-in-der-spittelau-jetzt-dreifach/
- **Stockholm Exergi — 2024 Annual and Sustainability Report:** https://www.stockholmexergi.se/wp-content/uploads/2025/03/Arsredovisning-2024_ENG_digital.pdf
- **Stockholm Exergi — 2025 Annual Report:** https://www.stockholmexergi.se/wp-content/uploads/2026/03/AHR2025_ENG_26-mars.pdf
- **AEB Amsterdam — Technology:** https://aebamsterdam.com/technology/
- **AEB Amsterdam — Public Annual Report 2024:** https://aebamsterdam.com/media/ppgje5eo/aeb-public-annual-report-2024.pdf
- **AEB Amsterdam — Mission and strategy:** https://www.aebamsterdam.com/mission-and-ambition/
- **AEB Amsterdam — 2026 dioxin measurement response:** https://aebamsterdam.com/news/aeb-amsterdam-response-to-the-environmental-agency-publication-on-dioxin-measurements/

District Board Meeting 09.02.26

Report From Chief Financial Officer On 2025 Unassigned Fund Balance

Fund Balance Policy: approved 09/04/19, amended 12/06/21

1. It shall be the policy of the MDC to maintain, to the extent possible, an adequate available General Fund unassigned fund balance equal to between 30% and 35% of general fund revenues for the most recent completed fiscal year.

2. The District's Chief Financial Officer shall present the most recent completed fiscal year's unassigned fund balance to the District Board by its September meeting, identifying fund balance target excesses for those balances greater than 35% of revenues and shortfalls for those balances less than 30%.

3. In the event of a target excess, the District Board will determine the use of the target excess as it deems appropriate.

4. In the event of a target shortfall, the District administration will include a reserve fund replenishment line-item equal to one third of the target shortfall in its proposed budget for the upcoming year.

District Board Meeting 09.02.26

Report From Chief Financial Officer On 2025 Unassigned Fund Balance

2025 Annual Comprehensive Financial Report (ACFR) filed 6/30/26

- Fund Balance Policy ratio range of 30% to 35%
- Unassigned Fund Balance of $33.1 million (ACFR page 25)
- Total Revenues $95.9 million (ACFR page 27)
- Ratio calculated as 34.53%
- Unassigned Fund Balance is within range of the approved 30%-35% MDC Fund Balance Policy
- Transmittal Letter Note pg. iv; MD&A pg. 7

COMMITTEE ON ORGANIZATION
APPOINTMENT OF DISTRICT CLERK

To: District Board September 2, 2026

From: Committee on Organization

On June 1, 2026, the District Board appointed Victoria S. Escoriza as Interim District Clerk. It is recommended to remove the “Interim” designation. Pursuant to Section B3b of the District By-Laws, it is the recommendation to appoint Victoria S. Escoriza as District Clerk for The Metropolitan District.

At a meeting of the Committee on Organization held on September 2, 2026, it was:

Voted: That the Committee on Organization recommends to the District Board passage of the following resolution:

Be It Resolved: That the District Board, in accordance with Section B3b of the District By-Laws, hereby appoints Victoria S. Escoriza as District Clerk for The Metropolitan District.

Respectfully submitted,

Victoria S Escoriza

Victoria S. Escoriza
Interim District Clerk

COMMITTEE ON MDC GOVERNMENT
ADDITION TO DISTRICT WATER ORDINANCES

To: District Board September 2, 2026

From: Committee on MDC Government

District staff, through the Office of District Counsel, submitted the following ordinance addition to The Metropolitan District Water Ordinances for consideration by the Committee on MDC Government on August 11, 2026.

WATER SUPPLY ORDINANCES:
§ W1g "Reserved Safe Yield Agreements"

[NEW ORDINANCE] - SEC. W1g RESERVED SAFE YIELD AGREEMENTS

Any agreement entered into by the District with any water company, as defined in Conn. Gen. Stat. § 25-32a, a municipality, or other entity, that provides water outside the District's exclusive service area and includes provisions reserving any portion of the District's water supply safe yield for the benefit of such water company, municipality or other entity, shall require payment of a rate established by the District Board, which shall be known as the "Reserved Safe Yield Rate". The Reserved Safe Yield Rate shall apply to any unused portions of contracted available daily quantities. The Reserved Safe Yield Rate shall not apply to quantities of treated water actually purchased or within the take-or-pay minimum of the water company, municipality or other entity.

The District Board shall establish the Reserved Safe Yield Rate based on the calculated budgetary cost for the maintenance and protection of its water supply reservoir system. The Reserved Safe Yield Rate shall be a fixed rate per million gallons per day of water which rate may be modified annually by the District Board. The Reserved Safe Yield Rate shall be applied to the difference between the contracted safe yield quantity and the annual average daily water purchased.

The primary function of the District's safe yield is to ensure an adequate supply of water for customers within the District's established service area. The District shall reserve a minimum of fifteen percent (15%) in addition to the existing water usage within the District's service area for future use. Safe yield assignments and reserves shall be reviewed by the District Board prior to the District entering any new water supply contracts which include reserved safe yield.

This ordinance shall not apply to any agreement in effect as of the effective date of this ordinance but shall apply to any future renewal or amendment of any such agreement.

At a meeting of the Water Bureau held on March 2, 2026, the Water Bureau recommended that the new Water Supply Ordinance, § W1g "Reserved Safe Yield Agreements," be referred to the Committee on MDC Government. At a meeting of the Committee on MDC Government held on May 28, 2026, the addition of new Water Supply Ordinance § W1g

“Reserved Safe Yield Agreements” was referred to a Public Hearing. A public hearing regarding the addition of new Water Supply Ordinance § W1g “Reserved Safe Yield Agreements” was held on July 13, 2026.

At a meeting of the Committee on MDC Government held on August 11, 2026, it was:

VOTED: That the Committee on MDC Government recommends to the District Board passage of the following resolution:

RESOLVED: That the following addition to The Metropolitan District Water Ordinances be adopted, effective October 1, 2026, as follows:

[NEW ORDINANCE] - SEC. W1g RESERVED SAFE YIELD AGREEMENTS

Any agreement entered into by the District with any water company, as defined in Conn. Gen. Stat. § 25-32a, a municipality, or other entity, that provides water outside the District’s exclusive service area and includes provisions reserving any portion of the District’s water supply safe yield for the benefit of such water company, municipality or other entity, shall require payment of a rate established by the District Board, which shall be known as the “Reserved Safe Yield Rate”. The Reserved Safe Yield Rate shall apply to any unused portions of contracted available daily quantities. The Reserved Safe Yield Rate shall not apply to quantities of treated water actually purchased or within the take-or-pay minimum of the water company, municipality or other entity.

The District Board shall establish the Reserved Safe Yield Rate based on the calculated budgetary cost for the maintenance and protection of its water supply reservoir system. The Reserved Safe Yield Rate shall be a fixed rate per million gallons per day of water which rate may be modified annually by the District Board. The Reserved Safe Yield Rate shall be applied to the difference between the contracted safe yield quantity and the annual average daily water purchased.

The primary function of the District’s safe yield is to ensure an adequate supply of water for customers within the District’s established service area. The District shall reserve a minimum of fifteen percent (15%) in addition to the existing water usage within the District’s service area for future use. Safe yield assignments and reserves shall be reviewed by the District Board prior to the District entering any new water supply contracts which include reserved safe yield.

This ordinance shall not apply to any agreement in effect as of the effective date of this ordinance but shall apply to any future renewal or amendment of any such agreement.

Respectfully submitted,

Victoria S. Escoriza

Victoria S. Escoriza
Interim District Clerk

COMMITTEE ON MDC GOVERNMENT
REVISION OF BYLAW § B6d "DISCLOSURE OF INTEREST"

To: District Board September 2, 2026

From: Committee on MDC Government

On May 4, 2026, the District Board referred MDC Bylaw § B6d "Disclosure of Interest" to the Committee on MDC Government.

On May 28, 2026, the Committee on MDC Government referred to District Counsel the revision of MDC Bylaw § B6d "Disclosure of Interest". District Counsel recommended the below revisions to the Committee on MDC Government on August 11, 2026:

B6d DISCLOSURE OF INTEREST

No officer, Commissioner, Citizen Member or employee shall engage in or participate in any business or transaction, including outside employment with a private business, or pursue an interest, directly or indirectly, which is incompatible with the proper discharge of his or her official responsibilities in the public interest or which would tend to impair his or her independent judgment or action in the performance of official responsibilities.

If any officer, Commissioner, Citizen Member or employee has a personal interest, or a member of his/her immediate family has a financial or personal interest, in any matter coming before, or which has been before, the District Board, or any of its Bureaus, Commissions or Committees, or if there is any matter, the consummation of which is incompatible with the proper discharge of official duties, such officer, Commissioner, Citizen Member or employee shall so advise such body. If such officer, Commissioner, Citizen Member or employee is a member of such body, he or she shall refrain from voting upon or otherwise participating in the consideration of such matter or any determination in connection therewith by such body, and shall not be present at any executive session of such body at which such matter is considered. Notwithstanding the prohibition in subsection (a), such officer, Commissioner, Citizen Member or employee may vote or otherwise participate in a matter if it involves a determination of general policy and the interest is shared with a substantial segment of the population of the municipality; provided, in the case of a Commissioner, said Commissioner shall not preside over any meeting or hearing involving such matter.

On or before January 31 of each year, or within thirty (30) days of appointment and on or before January 31 of each year thereafter, each Commissioner and Citizen Member shall file a completed and executed "Code of Ethics and Disclosure of Potential Conflict of Interests" statement, on a form approved by the District Board and provided by the Office of District Counsel. The executed form may be submitted to the District Clerk either in original form or electronically as signed or with an electronic signature. In the event a Commissioner or Citizen Member is unable to timely complete and file the requisite form, he or she may request an extension of time to file with the District Chair, who, for good cause shown as determined by the District Chair in his or her sole discretion, may grant an extension of time to file to any such Commissioner or Citizen Member.

The statement shall include the following information regarding the individual required to file the statement and the individual's immediate family:
(1) A disclosure of any business transaction with the District;
(2) The disclosure of any business or family relationship with any Commissioner, Citizen Member, officer or employee of the District;
(3) The disclosure of any family relationship with any third-parties having a business relationship with the District (i.e., a family member acting as an officer, employee or member of third-party);
(4) A statement that the Citizen Member or Commissioner is in full compliance with all eligibility requirements for said office;
(5) A broad statement of disclosure of any other known potential conflicts of interest.
The statement filed pursuant to this section shall be a matter of public information. Any individual who fails to file the statement of financial interests or other information as required by this section and is found by the Ethics Advisory Board to be in violation of this section, shall be reported to the District Board and to their respective appointing authority for possible action, which may include, but not be limited to, the following:

a. Recommendation to the relevant appointing authority that the individual not be reappointed upon the expiration of their term of office;
b. Removal of the individual from membership on all boards, committees, bureaus, and subcommittees of the District, with the exception of the District Board of Commissioners; and
c. Issuance of a formal censure of the individual.

At a meeting of the Committee on MDC Government held on August 11, 2026, it was:

VOTED: That the Committee on MDC Government recommends to the District Board passage of the following resolution:

RESOLVED: That the following revision to The Metropolitan District's Bylaws be adopted as follows:

B6d DISCLOSURE OF INTEREST

No officer, Commissioner, Citizen Member or employee shall engage in or participate in any business or transaction, including outside employment with a private business, or pursue an interest, directly or indirectly, which is incompatible with the proper discharge of his or her official responsibilities in the public interest or which would tend to impair his or her independent judgment or action in the performance of official responsibilities.

If any officer, Commissioner, Citizen Member or employee has a personal interest, or a member of his/her immediate family has a financial or personal interest, in any matter coming before, or which has been before, the District Board, or any of its Bureaus, Commissions or Committees, or if there is any matter, the consummation of which is incompatible with the proper discharge of official duties, such officer, Commissioner, Citizen Member or employee shall so advise such body. If such officer, Commissioner, Citizen Member or employee is a member of such body, he or she shall refrain from voting upon or otherwise participating in the consideration of such matter or any determination in connection therewith by such body, and shall not be present at any executive session of such body at which such matter is considered. Notwithstanding the prohibition in subsection (a), such officer, Commissioner, Citizen Member or employee may vote or otherwise participate in a matter if it involves a determination of general policy and the interest is shared with a substantial segment of the population of the municipality; provided, in the case of a Commissioner, said Commissioner shall not preside over any meeting or hearing involving such matter.

On or before January 31 of each year, or within thirty (30) days of appointment and on or before January 31 of each year thereafter, each Commissioner and Citizen Member shall file a completed and executed “Code of Ethics and Disclosure of Potential Conflict of Interests” statement, on a form approved by the District Board and provided by the Office of District Counsel. The executed form may be submitted to the District Clerk either in original form or electronically as signed or with an electronic signature. In the event a Commissioner or Citizen Member is unable to timely complete and file the requisite form, he or she may request an extension of time to file with the District Chair, who, for good cause shown as determined by the District Chair in his or her sole discretion, may grant an extension of time to file to any such Commissioner or Citizen Member.

The statement shall include the following information regarding the individual required to file the statement and the individual's immediate family:

(1) A disclosure of any business transaction with the District;
(2) The disclosure of any business or family relationship with any Commissioner, Citizen Member, officer or employee of the District;
(3) The disclosure of any family relationship with any third-parties having a business relationship with the District (i.e., a family member acting as an officer, employee or member of third-party);
(4) A statement that the Citizen Member or Commissioner is in full compliance with all eligibility requirements for said office;
(5) A broad statement of disclosure of any other known potential conflicts of interest.
The statement filed pursuant to this section shall be a matter of public information. Any individual who fails to file the statement of financial interests or other information as required by this section and is found by the Ethics Advisory Board to be in violation of this section, shall be reported to the District Board and to their respective appointing authority for possible action, which may include, but not be limited to, the following:

a. Recommendation to the relevant appointing authority that the individual not be reappointed upon the expiration of their term of office;
b. Removal of the individual from membership on all boards, committees, bureaus, and subcommittees of the District, with the exception of the District Board of Commissioners; and
c. Issuance of a formal censure of the individual.

Respectfully submitted,

Victoria S Escoriza

Victoria S. Escoriza
Interim District Clerk

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

To: District Board — September 2, 2026

From: Water Bureau

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.

At a meeting of the Water Bureau held on August 31, 2026, it was:

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

15A

<u>After recording, please return to</u>:

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 **<u>Schedule A</u>** 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 <u>Prohibited Structures and Other Improvements</u>. 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 <u>Changes in Topography and Mining</u>. 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 <u>Changes to Vegetation.</u> 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 <u>Pesticides and Hazardous Materials</u>. 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 <u>Trash and Hazardous Waste.</u> 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 **Grant of Permanent License of Access and Right of Way**. 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 **Schedule B** 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 **Notice**. 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 **Approval in Changed or Unforeseen Circumstances**.

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

9.3 **Acts Beyond Grantor's Control**. 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 **In General**. Grantee has the right to preserve and protect the Conservation Values of the Protected Property consistent with the terms of this Easement.

10.2 **Enforcement.** 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 <u>In General</u>. 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 **Baseline Report**. 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 **Authority**. 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

SCHEDULE A

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: District Board September 2, 2026

From: Water Bureau

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.

At a meeting of the Water Bureau held on August 31, 2026, it was:

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

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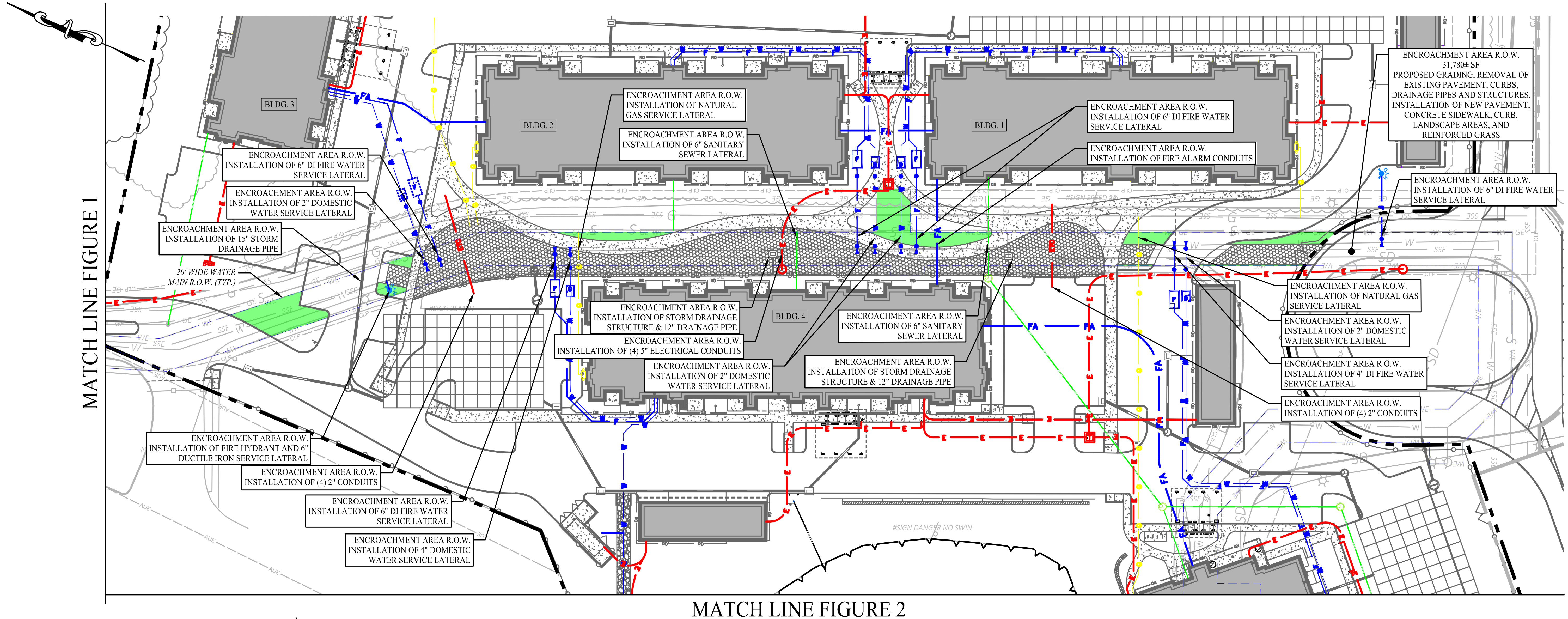
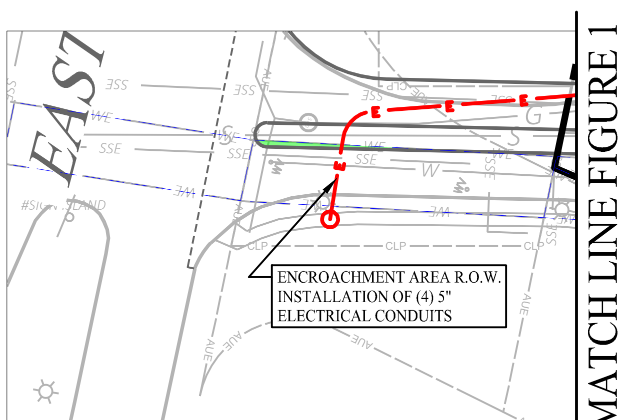




60 0 30 60

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

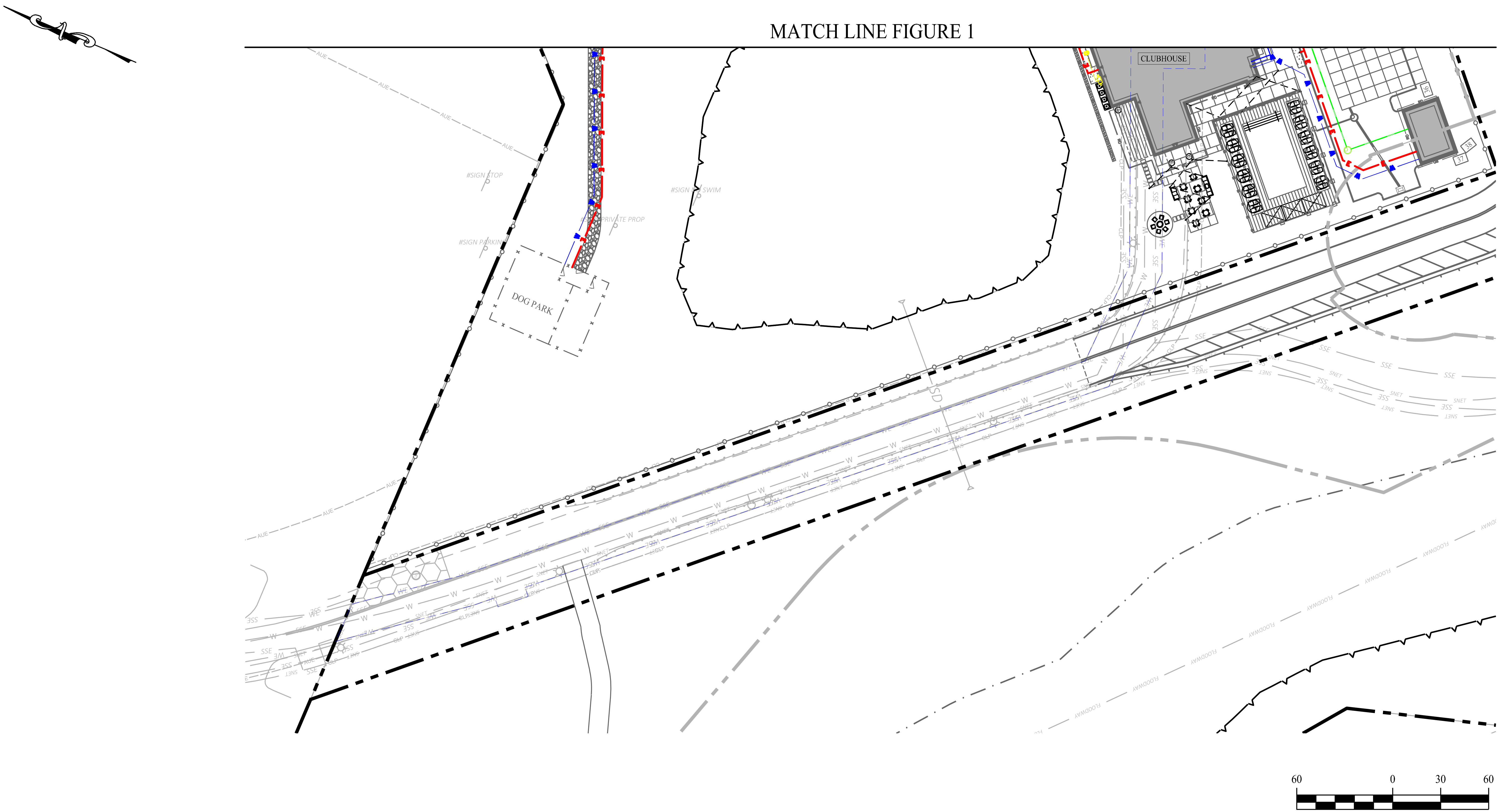
SOLLI ENGINEERING
MONROE, CT | W. HARTFORD, CT | NORWOOD, MA
SOLLIENGINEERING.COM
T: (203) 880-5455 | F: (203) 880-9695

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



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

SOLLI ENGINEERING
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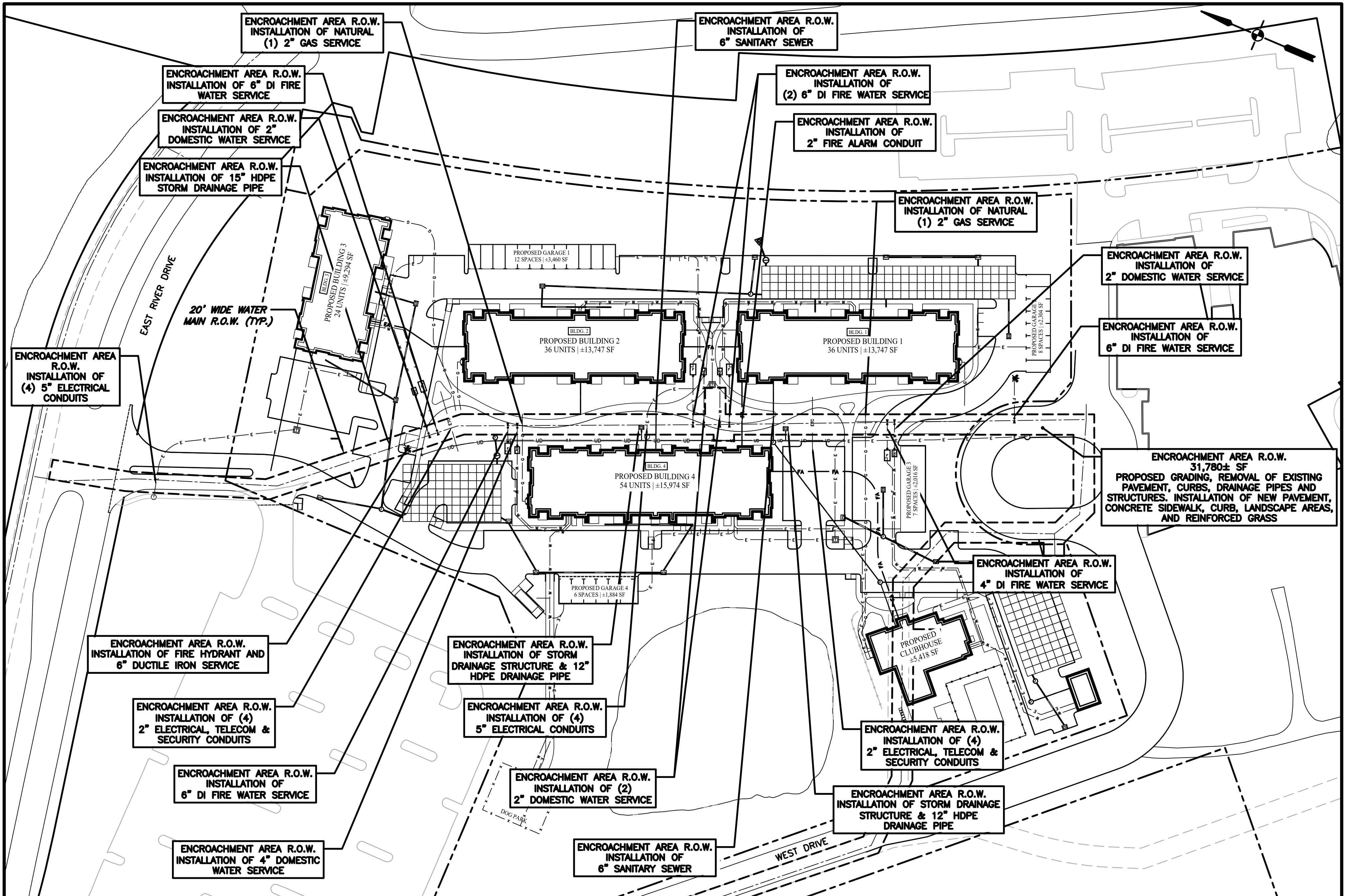
T: (203) 880-5455 | F: (203) 880-9695

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-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

BOARD OF FINANCE
RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF THE METROPOLITAN DISTRICT IN AN AMOUNT NOT TO EXCEED $80,000,000

To: District Board September 2, 2026

From: Board of Finance

Bond Counsel prepared the following resolution for your approval.

At a meeting of the Board of Finance held on August 31, 2026, it was:

VOTED: That the Board of Finance recommends to the District Board adoption of the following resolution from Bond Counsel.

BE IT RESOLVED:

SECTION 1. The Metropolitan District (the "**District**") General Obligation Bonds (the "**Bonds**") in an amount not to exceed $80,000,000, are hereby authorized to be issued to: (a) fund Capital Improvement Projects (the "**Projects**") and (b) pay certain costs of issuance for the Bonds. The Bonds are authorized to be issued to fund such portion of the authorized and unissued balances of the capital appropriations contained in certain bond resolutions adopted to finance capital budget items enacted by the District Board, and for such Projects as determined by the Chairman, or in his absence, the Vice Chairman, and the District Treasurer, or in his absence the Deputy Treasurer (the "**Authorized Officers**"). Proceeds of the Bonds shall be used to finance the expenditures for any of the purposes or Projects and for any supplemental purposes or projects the Board of Finance and the District Board may from the date hereof authorize to be financed by the issuance of bonds.

SECTION 2. The Bonds shall have maturity dates in accordance with the Connecticut General Statutes, as amended, and shall bear interest payable semiannually each year until maturity and be issued in fully registered form. The Bonds shall be payable at and certified by U.S. Bank Trust Company, National Association, which bank shall also serve as certifying, registrar, paying and transfer agent for the Bonds. The Bonds may be sold as a single issue or consolidated with any other authorized issues of bonds of the District. The Bonds shall be sold by the District Treasurer, or in his absence, the Deputy Treasurer, in one or more competitive offerings or negotiated offerings, in the discretion of the District Treasurer, or in his absence, the Deputy Treasurer. If sold in one or more competitive offerings, the Bonds shall be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost to the District, and in no case for a sum less than par and accrued interest to the date of delivery, and the District Treasurer, or in his absence the Deputy Treasurer, is hereby authorized to determine the principal amount to be issued, the principal amount to mature in each year, the optional redemption date(s) and redemption premium(s), if any, and the rate or rates of interest on the Bonds, and deliver the Bonds to the purchaser(s) thereof in accordance with this resolution. If sold in one or more negotiated offerings, the Authorized Officers are authorized to negotiate, execute and deliver one or more bond purchase agreements for the Bonds setting forth all the terms and conditions of the sale in such form as they shall deem necessary and appropriate, and deliver the Bonds to the purchaser(s) thereof in accordance with this resolution.

SECTION 3. The Authorized Officers are authorized to prepare and distribute a Preliminary Official Statement and a final Official Statement of the District for use in connection with the offering and sale of the Bonds and are further authorized to execute and deliver a Continuing Disclosure Agreement in connection with the issuance and sale of the Bonds on behalf of the District in such form as they shall deem necessary and appropriate.

SECTION 4. The Bonds shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the Authorized Officers, bear the District seal or a facsimile thereof, and be approved as to their legality by Shipman & Goodwin LLP, Bond Counsel to the District. The Authorized Officers are authorized to execute and deliver a Tax Certificate and Tax Compliance Agreement on behalf of the District in such forms as they shall deem necessary and appropriate, and to rebate to the federal government such amounts as may be required pursuant to the Tax Certificate for the purpose of complying with the requirements of the Internal Revenue Code of 1986, as amended. The Authorized Officers are authorized to execute and deliver any and all agreements and documents necessary to effect the issuance and sale of the Bonds in accordance with the terms of this resolution. The Authorized Officers are authorized to execute and deliver on behalf of the District any documents or instruments necessary or desirable for the issuance of the Bonds.

SECTION 5. That the District hereby declares its official intent under Treasury Regulation Section 1.150-2 of the Internal Revenue Code of 1986, as amended, that project costs may be paid from temporary advances of available funds and that the District reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized for the Projects.

Respectfully Submitted,

Victoria S Escoriza

Victoria S. Escoriza
Interim District Clerk

BOARD OF FINANCE
RESOLUTION AUTHORIZING THE ISSUANCE OF REVENUE BONDS FOR NEW MONEY FOR INTEGRATED PLAN PROJECTS

To: District Board September 2, 2026

From: Board of Finance

Bond Counsel prepared the following resolution for your approval.

At a meeting of the Board of Finance held on August 31, 2026, it was:

VOTED: That the Board of Finance recommends to the District Board adoption of the following resolution from Bond Counsel.

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING $50,000,000 REVENUE BONDS FOR INTEGRATED PLAN PROJECTS OF THE METROPOLITAN DISTRICT, THE EXECUTION AND DELIVERY OF A SUPPLEMENT TO THE SPECIAL OBLIGATION INDENTURE OF TRUST, AND RELATED AGREEMENTS

WHEREAS, the Metropolitan District (the “District”) has entered into a consent decree of the United States District Court of the District of Connecticut, by and between the District, the United States Department of Justice, the U.S. Attorney’s Office, the United States Environmental Protection Agency and the State of Connecticut Attorney General (the “U.S. Consent Decree”), and a consent order and a general permit for nitrogen discharges, and existing municipal national pollutant discharge elimination system permits of the State of Connecticut Department of Energy and Environmental Protection, formerly the State of Connecticut Department of Environmental Protection (“CDEP”) entered into by and between the District and the Commissioner of the CDEP (the “Connecticut Consent Order” and together with the U.S. Consent Decree, the “Governmental Orders”), including, but not limited to the obligation to provide for (i) the rehabilitation and reconstruction of portions of the District’s sanitary sewer systems, (ii) the renovation of the combined sewer system, (iii) improvements to water pollution control facilities, (iv) development of a nitrogen removal program, (v) the separation of sewerage and storm water drainage collection systems, (vi) the construction of additional storage, conveyance and treatment facilities (herein referred to as the “Project”);

WHEREAS, the District has by ordinance adopted October 1, 2007 adopted Section S12x of its Ordinances Relating to Sewers, which provides for a Special Sewer Service Charge for customers of the District who utilize the District’s sewer system and are furnished water directly by the District (the “**Special Sewer Surcharge**”), which Special Sewer Surcharge shall be established annually through the District’s budget approval process, shall be uniformly applied to, and be proportional to the quantity of water used by, such customers, and shall be used exclusively for the payment of principal and interest on certain bonds issued or which may be issued and other loans, to finance all costs associated with any and all measures necessary to comply with the Governmental Orders, including the costs of the Project;

WHEREAS, Chapter 103 of the General Statutes, the Municipal Sewerage Act (the "Municipal Act") provides for the issuance of bonds, notes and other obligations by a municipality, including the District, which may be secured as to both principal and interest by a pledge of revenues to be derived from sewerage system use charges, including the Special Sewer Surcharge;

WHEREAS, the District's Charter, as amended by Special Act 90-27, and as it may be amended from time to time (the "Charter," and together with the Municipal Act, the "Authorizing Acts"), provides for the issuance of bonds, notes and other obligations by the District, and in connection therewith to enter into reimbursement agreements or similar agreements in connection with credit facilities, including, but not limited to, letters of credit or policies of bond insurance, remarketing agreements and agreements for the purpose of moderating interest rate fluctuations;

WHEREAS, the District proposes to issue special obligation bonds to be secured by a pledge of the Special Sewer Surcharge pursuant to the Authorizing Acts;

WHEREAS, special obligation bonds issued pursuant to the Municipal Act are not subject to the limit on indebtedness of the District provided for in the Charter;

WHEREAS, the District proposes to issue bonds pursuant to the Special Obligation Indenture of Trust dated as of June 1, 2013 (the "**Special Obligation Indenture**") and a Seventh Supplemental Indenture thereto (the "**Seventh Supplemental Indenture"** and together with the Special Obligation Indenture, the "**Indenture**") with U.S. Bank Trust Company, National Association, to finance the costs of the Project;

WHEREAS, the Indenture provides for the issuance of the Special Obligation Bonds (the "**Bonds**") of the District, payable solely from the Special Sewer Surcharge, and other receipts, funds or moneys pledged under the Indenture, if any, and that such Bonds shall be special obligations of the District, payable solely from Pledged Revenues, and other receipts, funds or moneys pledged under the Indenture, and respective supplemental indentures thereto for each series of Bonds;

WHEREAS, the District proposes to issue up to $50,000,000 of its revenue bonds (the "**2026 New Money Obligations**") to fund costs of the Project;

WHEREAS, the District intends to prepare a preliminary official statement and final official statement for the purpose of presenting information in connection with the offering and sale of the 2026 New Money Obligations;

WHEREAS, the District proposes to issue and sell the 2026 New Money Obligations to an underwriter or underwriters pursuant to a bond purchase agreement (the "**Contract for Purchase**"), to be negotiated between the District and the underwriters;

WHEREAS, the 2026 New Money Obligations are expected to be issued on terms such that the interest thereon shall be excludable from gross income for federal income tax purposes, and for the purpose of establishing such terms and giving assurance as to future compliance with the Internal Revenue Code of 1986, the District proposes to enter into a Tax Certificate and Tax Compliance Agreement;

WHEREAS, pursuant to Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, as part of the offering of the 2026 New Money Obligations the District proposes to enter into a Continuing Disclosure Agreement; and

WHEREAS, capitalized terms not defined herein shall have the meaning ascribed to such terms in the Indenture.

NOW THEREFORE, BE IT RESOLVED, by the District Board as follows:

Section 1. Not exceeding $50,000,000 revenue bonds of the Metropolitan District, (the "**2026 New Money Obligations**") are hereby authorized to be issued to fund such portion of the authorized and unissued balances of the capital appropriations for the Project, plus the costs of issuing the 2026 New Money Obligations. The 2026 New Money Obligations shall be dated the date of their delivery, shall mature in annual installments of principal and bear interest semi-annually each year until maturity. The 2026 New Money Obligations shall be payable at and certified by U.S. Bank Trust Company, National Association, which bank shall also serve as registrar and transfer agent for the 2026 New Money Obligations. The Chairman, or in his absence, the Vice Chairman, and the District Treasurer, or in his absence the Deputy Treasurer (the "**Authorized Officers**") are authorized to execute and deliver one or more Tax Certificates and Tax Compliance Agreements for the 2026 New Money Obligations on behalf of the District in such form as they shall deem necessary and appropriate, and to rebate to the federal government such amounts as may be required pursuant to the Tax Certificate for the purpose of complying with the requirements of the Internal Revenue Code of 1986, as amended.

Section 2. The District Board determines it is advisable and in the best interest of the District to authorize, and does hereby authorize, the District to enter into the Seventh Supplemental Indenture to the Special Obligation Indenture and to effect the pledge of the Special Sewer Surcharge as provided for therein, such Seventh Supplemental Indenture to be in the form, or substantially the form, as has been or shall be distributed to the District Board, and authorizes the Authorized Officers to execute and deliver such Seventh Supplemental Indenture in such form, with such further changes and additions as they shall approve, such approval to be conclusively evidenced by the execution and delivery of such Seventh Supplemental Indenture by such Authorized Officers.

Section 3. The District Board also determines to deposit into the Rate Stabilization Fund established under the Indenture and subject to the pledge of the Indenture, all Special Sewer Surcharge revenues of the District which have not heretofore been used by the District to pay indebtedness of the District.

Section 4. The District Board authorizes the use of such preliminary official statement in connection with the public offering of the 2026 New Money Obligations as the Authorized Officers shall deem advisable, and authorizes the Authorized Officers, in the name of the District, to deem the preliminary official statement and such supplements final when appropriate and execute a final official statement and such supplements, and any further amendment or supplement thereto, in connection with and after the sale of the 2026 New Money Obligations.

Section 5. The Authorized Officers are hereby authorized to determine the principal amount, maturities, rate or rates of interest, redemption terms, and the other particulars of the 2026 New Money Obligations, and to deliver the 2026 New Money Obligations to the purchaser thereof in accordance with this resolution. The Authorized Officers are authorized to negotiate, execute and deliver one or more Contracts of Purchase setting forth all the terms of sale of the 2026 New Money Obligations, including the underwriters' discount for such sale, in such form as they shall deem necessary and appropriate. The 2026 New Money Obligations shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the Authorized Officers, bear the District seal or a facsimile thereof, and be approved as to their legality by Shipman & Goodwin LLP, Bond Counsel to the District. The Authorized Officers are authorized to execute and deliver a Tax Certificate and Tax Compliance Agreement for the 2026 New Money Obligations issued on a tax-exempt basis on behalf of the District in such form as they shall deem necessary and appropriate, and to rebate to the federal government such amounts as may be required pursuant to the Tax Certificate for the purpose of complying with the requirements of the Internal Revenue Code of 1986, as amended. The Authorized Officers are authorized to execute and deliver a Continuing Disclosure Agreement and any and all agreements and documents necessary to effect the issuance and sale of the 2026 New Money Obligations in accordance with the terms of this resolution. The Authorized Officers and other proper officers of the District are hereby authorized to do and perform such acts, and execute and deliver, in the name of the District, such additional instruments, agreements and certificates as they deem necessary or appropriate to carry into effect the intent of the foregoing resolutions, and as shall not be inconsistent with the foregoing resolutions.

Section 6. The District hereby determines and declares, for purposes of Section 7-263 of the Connecticut General Statutes, that the 2026 New Money Obligations are part of a single plan of finance for the purpose of financing the Project, and all prior general obligation bonds of the District (but not any bond anticipation notes issued in anticipation of the issuance of such general obligation bonds) issued for purposes of financing the Project.

Section 7. The District hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations (the "Regulations"), to reimburse expenditures paid sixty days prior to and any time after the date of passage of this resolution, or otherwise as may be allowed under the Regulations, in the maximum amount and for the Project with the proceeds of the 2026 New Money Obligations authorized to be issued by the District. The 2026 New Money Obligations shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the Project, or such later date the Regulations may authorize. The District hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Authorized Officers are authorized to amend such expression of official intent to bind the District pursuant to such changes he deems necessary or advisable to maintain the continued exemption from federal income taxation of interest on the 2026 New Money Obligations.

Section 8. This resolution will take effect immediately.

Respectfully Submitted,

Victoria S Escoriza

Victoria S. Escoriza
Interim District Clerk

BOARD OF FINANCE
REALLOCATION OF PROCEEDS OF CERTAIN GENERAL OBLIGATION BONDS OF THE METROPOLITAN DISTRICT

To: District Board September 2, 2026

From: Board of Finance

Staff is seeking authority for the District to reallocate a total of $9,343,000 from the following three issuances:

1. A total of $404,000 of proceeds from the District's $130,810,000 General Obligation Bonds, Issue of 2021, Series A dated August 31, 2021 from the capital improvement projects set forth on Exhibit A-1 (attached hereto) to the capital improvement projects set forth on Exhibit A-1;

2. A total of $461,000 of proceeds from the District's $74,380,000 General Obligation Bonds, Issue of 2022, dated August 30, 2022 from the capital improvement projects set forth on Exhibit A-2 (attached hereto) to the capital improvement projects set forth on Exhibit A-2; and

3. A total of $8,478,000 of proceeds from the District's $75,730,000 General Obligation Bonds, Issue of 2023, dated August 10, 2023 from the capital improvement projects set forth on Exhibit A-3 (attached hereto) to the capital improvement projects set forth on Exhibit A-3.

At a meeting of the Board of Finance held on August 31, 2026, it was:

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

RESOLVED:

RESOLUTION AUTHORIZING THE REALLOCATION OF PROCEEDS OF CERTAIN GENERAL OBLIGATION BONDS OF THE METROPOLITAN DISTRICT

Proceeds from certain of the District's General Obligation Bonds are hereby reallocated as follows:

1. Proceeds from the District's $130,810,000 General Obligation Bonds, Issue of 2021, Series A dated August 31, 2021 from the capital improvement projects set forth on Exhibit A-1 (attached hereto) to the capital improvement projects set forth on Exhibit A-1;

2. Proceeds from the District's $74,380,000 General Obligation Bonds, Issue of 2022, dated August 30, 2022 from the capital improvement projects set forth on Exhibit A-2 (attached hereto) to the capital improvement projects set forth on Exhibit A-2; and

3. Proceeds from the District's $75,730,000 General Obligation Bonds, Issue of 2023, dated August 10, 2023 from the capital improvement projects set forth on Exhibit A-3 (attached hereto) to the capital improvement projects set forth on Exhibit A-3.

EXHIBIT A-1

130,810,000 General Obligation Bonds, Issue of 2021, Series A

dated August 31, 2021

BOND	TYPE	FROM	DESCRIPTION	AMOUNT	TO	DESCRIPTION	AMOUNT
I. Reallocated from the 2021 GO Bond Sewer							
	Sewer	C-18011	2018 Sewer Rehabilitation Program	(404,000)	C-19012	2019 Water Pollution Control Facilities Infrastructure Rehabilitation, Upgrades and Replacements	404,000
			Total 2021 GO Bond Reallocations	**(404,000)**			**404,000**

EXHIBIT A-2

$74,380,000 General Obligation Bonds, Issue of 2022,

dated August 30, 2022

BOND	TYPE	FROM	DESCRIPTION	AMOUNT	TO	DESCRIPTION	AMOUNT
II. Reallocated from the 2022 GO Bond Sewer and Water							
	Sewer	C-17006	2017 WPC Plant Infrastructure Renewal & Replacement	(182,000)	C-23S01	2023 General Purpose Sewer	182,000
	Water	C-22007	2022 Water Service Inventory and Mapping	(279,000)	C-22003	2022 Capitol Ave. Area Water Main Replacement, Hartford	279,000
			Total 2022 GO Bond Reallocations	**(461,000)**			**461,000**

EXHIBIT A-3

$75,730,000 General Obligation Bonds, Issue of 2023

dated August 10, 2023

BOND	TYPE	FROM	DESCRIPTION	AMOUNT	TO	DESCRIPTION	AMOUNT
III. Reallocated from the 2023 GO Bond Water, Sewer, and Combined							
	Sewer	C-14010	2014 Hartford WPCF Sludge Mixing Tank, Sludge Screening, GT & RSRF Upgrades	(50,000)	C-24S02	2024 Various Small Pump Station Renewals and Rehabilitations	103,000
		C-21006	2021 Water Pollution Control Facilities Infrastructure Rehabilitation, Upgrades and Replacements	(48,000)			
		C-20002	2020 Wastewater Pump Station Upgrades and Equipment	(2,000)			
		C-23S03	2023 Island Road Pump Station Rehabilitation	(1,000)			
		C-11002	2011 Sewer Pump Station Rehabilitation	(1,000)			
		C-20004	2020 Various Sewer Pipe Replacement/Rehabilitation Program	(1,000)			

Sewer	C-20017	2020 Various Sewer Pipe Replacement/Rehabilitation Program	(112,000)	C-21007	2021 East Hartford Water Pollution Control Facility - Phase 3B Aeration, DO Control, SCADA Upgrades and Facility Improvements	112,000
Sewer	C-19008	2019 Wastewater Pump Stations and Equipment	(133,000)	C-19012	2019 Water Pollution Control Facilities Infrastructure Rehabilitation, Upgrades and Replacements	172,000
	C-99V22	2022 Private Property Inflow Disconnect Program	(29,000)			
	C-19015	2019 General Purpose Sewer	(5,000)			
	C-20018	2018 CCTV Generated Sewer Construction	(5,000)			
Sewer	C-18014	2018 General Purpose Sewer	(148,000)	C-20044	2020 General Purpose Sewer Program	148,000
Sewer	C-17005	2017 WPC Equipment & Facilities Improvements	(179,000)	C-18005	2018 WPC Infrastructure Rehabilitation, Upgrades & Replacements	337,000
	C-17019	2017 General Purpose Sewer	(82,000)			
	C-15028	2015/2016 General Purpose Sewer	(76,000)			
Sewer	C-18011	2018 Sewer Rehabilitation Program	(809,000)	C-26S01	2026 General Purpose Sewer	809,000
Sewer	C-23S04	2023 Sanitary Sewer Easement Program	(1,402,000)	C-23S05	2023 WPC Facilities Infrastructure Rehabilitation, Upgrades & Replacement	1,402,000
Sewer	C-17015	2017 Sanitary Sewer Easements Acquisitions & Improvements	(213,000)	C-20044	2020 General Purpose Sewer Program	241,000
	C-22010	2022 Various Sewer Pipe Replacement/Rehabilitations	(28,000)			
Sewer	C-15010	2015/2016 WPC Plant Infrastructure Renewal and Replacements	(763,000)	C-19012	2019 Water Pollution Control Facilities Infrastructure Rehabilitation, Upgrades and Replacements	113,000
				C-23S01	2023 General Purpose Sewer	206,000
				C-18005	2018 WPC Infrastructure Rehabilitation, Upgrades & Replacements	189,000
				C-23S05	2023 WPC Facilities Infrastructure Rehabilitation, Upgrades & Replacement	255,000
Water	C-99M12	2012 Radio Frequency Automated Meter Reading	(682,000)	C-22004	2022 Hartford Hospital Area WMR, Hartford	1,282,000
	C-12009	2012 Dike Penetration and Correction Installations	(600,000)			
Water	C-19006	2019 Water Main Replacement Program	(477,000)	C-24W11	2024 Silas Deane Highway Water Main Replacement	1,317,000
	C-19002	2019 Water Supply Infrastructure Rehabilitation, Upgrades & Replacements	(454,000)			
	C-99M14	2014 Radio Frequency Automated Meter Reading	(386,000)			

Water	C-21016	2021 District-wide Water Main Replacement Program	(667,000)	C-22003	2022 Capitol Ave. Area Water Main Replacement, Hartford	1,725,000
	C-20043	2020 General Purpose Water Program	(378,000)			
	C-21008	2021 General Purpose Water Program	(173,000)			
	C-23W06	2023 Levee Protection - Water	(147,000)			
	C-20008	2020 Webster Hill Area Water Main Replacement, West Hartford	(119,000)			
	C-21009	2021 New Park Avenue Water Main Replacement, West Hartford	(85,000)			
	C-21018	2021 District-wide Water Main Replacement Program	(67,000)			
	C-99P23	2023 Paving Program & Restoration	(89,000)			
Combined	C-23C02	2023 Facilities	(34,000)	C-99F25	2025 CEM Vehicles & Equipment	67,000
	C-20013	2020 Facilities and Equipment Improvements	(15,000)			
	C-21014	2021 Facilities and Equipment Improvements	(9,000)			
	C-99F20	2020 Fleet and Equipment Replacement and Upgrades	(5,000)			
	C-99F21	2021 Fleet and Equipment Replacement and Upgrades	(3,000)			
	C-99F23	2023 CEM Vehicles	(1,000)			
		Total 2023 GO Bond Reallocations	**(8,478,000)**			**8,478,000**
		Grand Total Reallocations	**(9,343,000)**			**9,343,000**

Respectfully submitted,

Victoria S Escoriza

Victoria S. Escoriza
Interim District Clerk

BOARD OF FINANCE
2026 OPERATING BUDGET TRANSFER

To: District Board September 2, 2026

From: Board of Finance

The adopted operating budget for the 2026 Metropolitan District projects a deficit in the Operations System Repair department due to higher than anticipated costs in 2026.

CERTIFICATIONS:

In accordance with Section 3-8 of the Charter of The Metropolitan District, I hereby certify that there exists, free from encumbrances, in the following appropriation, the amounts listed:

Cost Center	From:	General		Water		Total	
2320010010	Command Ctr - Admin	$	17,000	$	33,000	$	50,000
2320010010	Command Ctr - Admin	$	34,000	$	66,000	$	100,000
2320010010	Command Ctr - Admin	$	10,200	$	19,800	$	30,000
2320010010	Command Ctr - Admin	$	3,400	$	6,600	$	10,000
2320010020	Command Ctr - Utility Svcs	$	17,000	$	33,000	$	50,000
2320010020	Command Ctr - Utility Svcs	$	6,800	$	13,200	$	20,000
2320010020	Command Ctr - Utility Svcs	$	17,000	$	33,000	$	50,000
7000010010	Debt Service	$	11,600	$	-	$	11,600
7000010010	Debt Service	$	-	$	238,400	$	238,400
2230010010	Laboratory: Admin	$	24,000	$	26,000	$	50,000
2230010020	Laboratory: Operations	$	24,000	$	26,000	$	50,000
Total		**$**	**165,000**	**$**	**495,000**	**$**	**660,000**

Cost Center	To:	General		Water		Total	
2330010020	Operations: Systems Repair	$	75,000	$	225,000	$	300,000
2330010020	Operations: Systems Repair	$	90,000	$	270,000	$	360,000
Total		**$**	**165,000**	**$**	**495,000**	**$**	**660,000**

Jonathan M. Perugini
Director of Finance / CFO
District Treasurer

At a meeting of the Board of Finance held on August 31, 2026, it was:

Voted: That the Board of Finance recommends to the District Board passage of the following resolution.

Resolved: That transfers within the 2026 Budget Appropriations be approved as follows:

Cost Center	From:	General	Water	Total
2320010010	Command Ctr - Admin	$ 17,000	$ 33,000	$ 50,000
2320010010	Command Ctr - Admin	$ 34,000	$ 66,000	$ 100,000
2320010010	Command Ctr - Admin	$ 10,200	$ 19,800	$ 30,000
2320010010	Command Ctr - Admin	$ 3,400	$ 6,600	$ 10,000
2320010020	Command Ctr - Utility Svcs	$ 17,000	$ 33,000	$ 50,000
2320010020	Command Ctr - Utility Svcs	$ 6,800	$ 13,200	$ 20,000
2320010020	Command Ctr - Utility Svcs	$ 17,000	$ 33,000	$ 50,000
7000010010	Debt Service	$ 11,600	$ -	$ 11,600
7000010010	Debt Service	$ -	$ 238,400	$ 238,400
2230010010	Laboratory: Admin	$ 24,000	$ 26,000	$ 50,000
2230010020	Laboratory: Operations	$ 24,000	$ 26,000	$ 50,000
Total		**$ 165,000**	**$ 495,000**	**$ 660,000**

Cost Center	To:	General	Water	Total
2330010020	Operations: Systems Repair	$ 75,000	$ 225,000	$ 300,000
2330010020	Operations: Systems Repair	$ 90,000	$ 270,000	$ 360,000
Total		**$ 165,000**	**$ 495,000**	**$ 660,000**

Respectfully Submitted,

Victoria S Escoriza

Victoria S. Escoriza
Interim District Clerk

THE METROPOLITAN DISTRICT COMMISSION
DISTRICT BOARD
555 Main Street
Hartford, Connecticut 06103
Monday, August 3, 2026

PRESENT: Commissioners John Avedisian, Richard Bush, William DiBella, David Drake, Peter Gardow, James Healy, Gary Johnson, Diane Lewis, Jacqueline Mandyck, Petrel Maylor, Dominic Pane, Chris Tierinni, Calixto Torres, Edwin Vargas, James Woulfe and District Chairman Donald Currey (16)

REMOTE ATTENDANCE: Commissioners Andrew Adil, Avery Buell, Alberto Cortes, Dimple Desai, John Gale, Joan Gentile, Byron Lester, Maureen Magnan, and Pasquale J. Salemi (9)

ABSENT: Commissioners Kyle Anderson, John Bazzano, Anthony DiLizia, Christian Hoheb, Michael Maniscalco, Bhupen Patel and New Britain Special Representative Michael Carrier (7)

ALSO PRESENT:
Scott W. Jellison, Chief Executive Officer
Christopher Stone, District Counsel (Remote Attendance)
John S. Mirtle, Assistant District Counsel
Victoria Escoriza, Interim District Clerk
Kelly Shane, Chief Administrative Officer
Christopher Levesque, Chief Operating Officer
Jonathan Perugini, Chief Financial Officer/ Director of Finance
Jamie Harlow, Director of Human Resources
Robert Schwarm, Director of Information Systems
Tom Tyler, Director of Facilities
Seth Koos, Director of Procurement
Mike Curley, Manager of Engineering
Nick Salemi, Communications Administrator
Carrie Blardo, Assistant to the Chief Executive Officer
Dawn Newton, Assistant to the Chief Administrative Officer (Remote Attendance)
Keith Sanabria, IT Consultant
Kevin Sullivan, IT Consultant (Remote Attendance)

CALL TO ORDER

Chairman Currey called the meeting to order at 5:30 PM

ROLL CALL AND QUORUM

The Interim District Clerk called the roll and informed the Chairman that a quorum of the Commission was present, and the meeting was declared a legal meeting of the District Board of The Metropolitan District of Hartford County, Connecticut.

PLEDGE OF ALLEGIANCE

Those in attendance stood and recited the Pledge of Allegiance.

SWEARING IN OF COMMISSIONER ANTHONY DILIZIA

Commissioner DiLizia was not in attendance. This item was postponed until the next meeting.

APPROVAL OF MINUTES OF JULY 6, 2026

On motion made by Commissioner DiBella and duly seconded, the meeting minutes of July 6, 2026 were approved.

PUBLIC COMMENTS 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 relative to agenda items.

REPORT FROM DISTRICT CHAIRMAN

District Chairman Currey did not provide a report.

REPORT FROM CHIEF EXECUTIVE OFFICER

Chief Executive Officer Scott Jellison spoke regarding the MS4 permit, catch basins, and expenses owed to the MDC regarding catch basin cleaning. He discussed securing abandoned Brainard Road property, and a tentative agreement with the City of Hartford to be presented to the Bureau of Public Works and District Board. Scott noted that there was a staff budget kickoff meeting. Scott also thanked Chris Stone for his support and accomplishments he's made for the organization.

REPORT FROM DISTRICT COUNSEL

District Counsel Stone stated that this would be his last District Board Meeting and thanked the District Counsel office and all Commissioners.

Without objection, Agenda items #12a "Encroachment Agreement – 341 East River Drive, East Hartford" and #12b "Acceptance of Sewers built by Developer – 550 Burnside Avenue, East Hartford" were moved up on the agenda.

SEWER ENCROACHMENT AGREEMENT – RESIDENTIAL DEVELOPMENT

341 & 337 EAST RIVER DRIVE, EAST HARTFORD

To: District Board August 3, 2026

From: Bureau of Public Works

In a letter dated April 27, 2026 (revised July 15, 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 twenty-foot-wide (20') easement or right-of way, containing an existing PVC 8-inch sanitary 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 23,393 sf of easement area, earth excavation and filling up to 3.1 feet in depth, (iii) installing new utilities across or within the ROW including four (4) 2" domestic water services, one (1) 4" fire service, five (5) 6" fire services, five (5) 6" sanitary laterals, five (5) gas lines, one (1)-15" storm drain, one (1) fire alarm service conduit, including four (4)-5" concrete encased electric conduits and four (4) 2" telecommunication/security/electrical 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 reinforced 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 PVC 8-inch sanitary main and its appurtenances situated within the ROW (collectively, the "Sewer") with a minimum of one foot (1') of vertical clearance between the Sewer and such lines, and proposed grades will not impede access to the Sewer. The Sewer was built in 2000, and the ROW was acquired by the MDC and filed on the East Hartford Land Records in Volume 2062, Pages 081-083 (June 19, 2001).

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

KEP and CREC have agreed to the following conditions in order to satisfy the District's concerns for protection of the Sewer and to maintain accessibility along the length of the ROW:

1. Care must be taken during the performance of work for the Improvements or any maintenance, repair or replacement of the same not to disturb the

Sewer. All heavy construction equipment must be located outside of the limits of the ROW when not in use. Any earth moving equipment that will be utilized on the ROW over and adjacent to the Sewer shall be reviewed and approved by District staff prior to mobilization to the site. Any damage to the Sewer caused by any construction, maintenance, repair, replacement or associated activities by or on behalf of 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 Sewer 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 Sewer 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.

At a meeting of the Bureau of Public Works held on July 27, 2026, it was:

VOTED: That the Bureau of Public Works 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 Capitol Region Education Council to encroach upon both MDC existing twenty-foot-wide (20') ROW and Sewer 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 SEWER 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 July 15, 2026***

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

Re: Sewer 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:

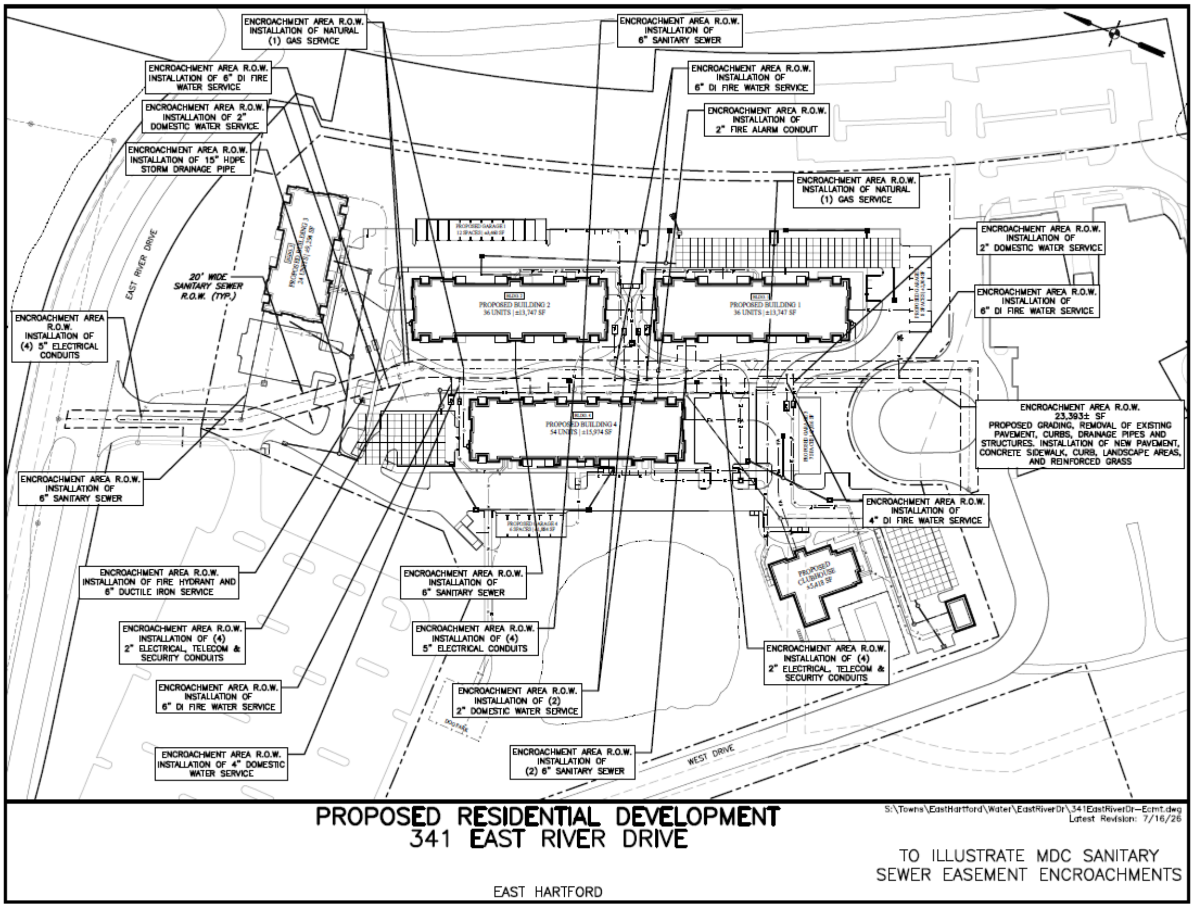
- Removal of existing pavement
- Removal of existing curbing
- Removal of existing storm drainage structures and pipe
- Earth moving activities
    - Total area: 23,393 SF
    - Cut: 128 Cu. Yd.
    - Fill: 1,200 Cu. Yd.
- Installation of pavement, concrete sidewalk, curbing, reinforced grass
- Installation of (1) new storm drainage pipe, (1) 15" HDPE
- Installation of (5) new sanitary sewer laterals, (5) 6" PVC
- Installation of (5) new natural gas service laterals
- Installation of (4) new domestic water service laterals, (4) 2" copper
- Installation of (5) new fire water service laterals, (4) 6" D.I. pipe and (1) 4" D.I. pipe
- Installation of (1) new 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 2 locations – total of (8) conduits
- Installation of new landscape islands:
    - Shrubs:
        - (22) Densiformis Yew
    - Grasses
        - (1) Panicum Virgatum 'Haense Herms'
        - (8) 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 Sewer Encroachment Figure

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 - Sewer.docx



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

BUREAU OF PUBLIC WORKS ACCEPTANCE OF SEWERS BUILT BY DEVELOPER'S PERMIT-AGREEMENT

To: District Board August 3, 2026

From: Bureau of Public Works

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

At a meeting of the Bureau of Public Works held on July 27, 2026, it was:

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

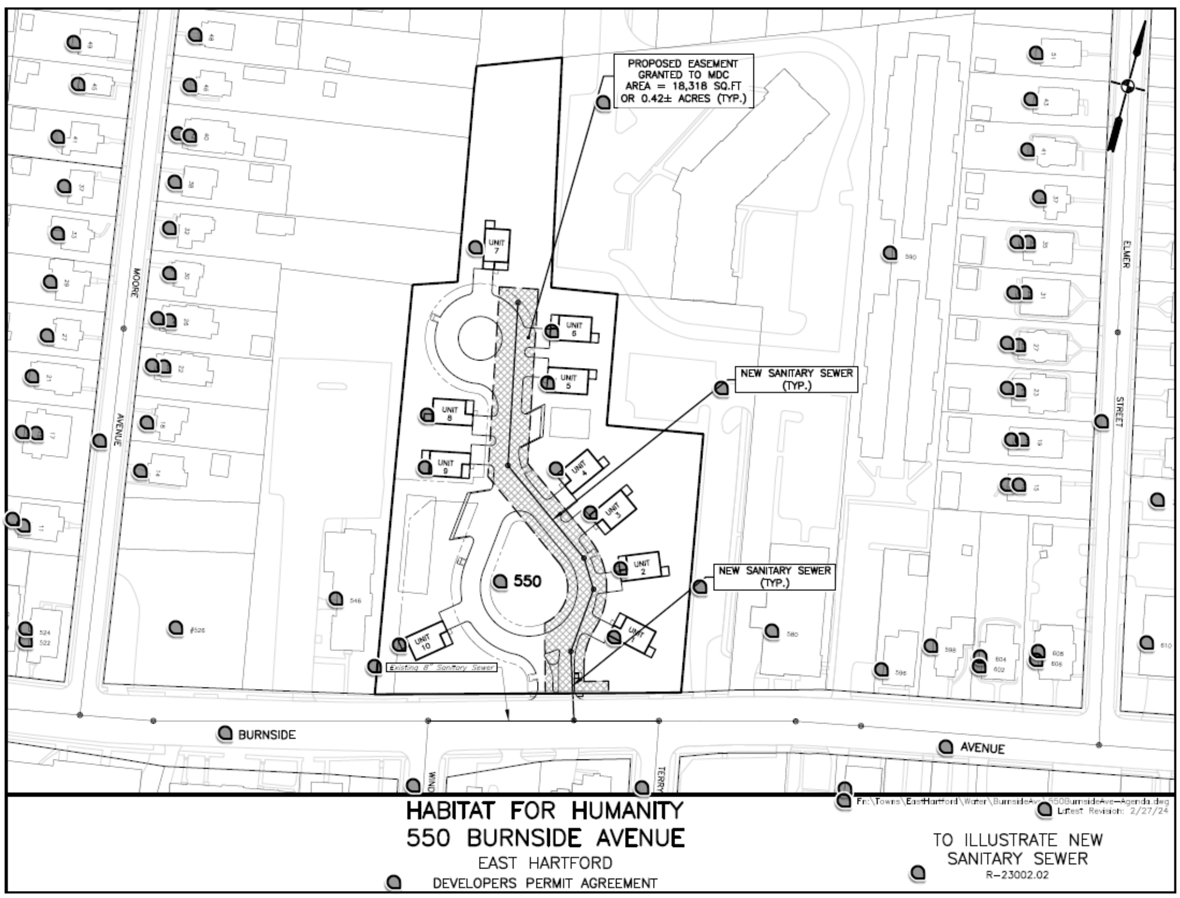
Resolved: That, in accordance with Section S8g of the District Ordinances, the following is incorporated into the sewer system of The Metropolitan District as of the date of passage of this resolution:

	Sewers In	**Built By**	**Completion Date**
1	550 Burnside Avenue, East Hartford Project #: R-23002	Developer: Habitat for Humanity of North Central Connecticut, Inc. Contractor: Genovesi Construction	Approved for Use: September 16, 2024

Respectfully submitted,

Victoria S Escoriza

Victoria S. Escoriza
Interim District Clerk



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

APPOINTMENT OF DISTRICT COUNSEL

At 5:42 PM, Chairman Currey requested an executive session to discuss the Appointment of District Counsel.

> ***On a motion made by Commissioner Tierinni and duly seconded, the District Board entered into executive session to discuss the Appointment of District Counsel.***

Those in attendance during the executive session:

PRESENT: Commissioners Andrew Adil (Virtual), John Avedisian, Avery Buell (Virtual), Richard Bush, Alberto Cortes (Virtual), William DiBella, Dimple Desai (Virtual), David Drake, John Gale (Virtual), Peter Gardow, Joan Gentile (Virtual), James Healy, Gary Johnson, Byron Lester (Virtual), Diane Lewis, Maureen Magnan (Virtual), Jacqueline Mandyck, Petrel Maylor, Dominic Pane, Pasquale J. Salemi (Virtual), Chris Tierinni, Calixto Torres, Edwin Vargas, James Woulfe, District Chairman Donald Curreyand District Counsel Christopher Stone (Virtual).

RECONVENE

At 6:45 P.M., Commissioner Torres made a motion to come out of executive session. The motion was duly seconded. The District Board came out of executive session and reconvened. No formal action was taken.

PERSONNEL, PENSION AND INSURANCE COMMITTEE
TERMS AND CONDITIONS RE: APPOINTMENT OF DISTRICT COUNSEL

To: District Board August 3, 2026

From: Personnel, Pension and Insurance Committee

At a meeting of the Personnel, Pension and Insurance Committee held on July 27, 2026, it was:

Voted: That the Personnel, Pension and Insurance Committee recommends to the District Board passage of the following resolution:

BE IT HEREBY
RESOLVED: that the Board of Commissioners of the Metropolitan District ("Board"), upon recommendation of the Personnel, Pension and Insurance Committee of the Metropolitan District, hereby approves the contract terms and conditions for the District Counsel set forth below;

DISTRICT COUNSEL - CONTRACT TERMS SUMMARY

Annual Salary: $340,000.00 - Future increases must be approved by the District Board (Other than COLA which will be added annually as authorized by the District Board for E&E Employees

General Requirements/Benefits: Standard Benefits Package for all Executive Level Staff, unless specifically modified below:

Standard Health Benefits: Anthem -- Blue Cross // Pro
Dental / Vision: Century Preferred / Full Dental and Vision Coverage
Sick Time: 15 Days per calendar year (Loaded in January)
Holiday Time: District's Published Holiday Calendar
Vacation: 20 days
Inclement Weather Days: 3 Days
Personal Leave: 10 Days
Life Insurance during tenure: $500,000 policy paid by MDC (in addition to, not in lieu of, any other life insurance benefit generally available to other exempt and excluded employees)

Retirement Vesting: Standard Benefits and, if eligible, participation in MDC's IRS Section 457(f) Plan, if available

Miscellaneous: MDC will provide Cell Phone, Laptop/Notebook/I-Pad and other ordinary and necessary business equipment

Start Date: September l, 2026

Term of Contract: 12 Months; may be terminated by District without just cause, but triggers payment of balance of salary remaining for the balance of the term. Absent contrary action by the District Board on or before September 1, 2027, the term shall be extended for two years commencing September 1, 2027; provided on each anniversary date commencing September 1, 2028, and absent contrary action by the District Board, an additional year shall be added to the contract term so that contract term for District Counsel shall be two years.

Residency: Required by September 1, 2026

Respectfully submitted,

Victoria S Escoriza

Victoria S. Escoriza
Interim District Clerk

Commissioner Gale made an amendment on the motion to revise the salary to $280,000, with a $10,000 moving allowance for Attorney Mirtle.

The motion on the amendment failed by roll call vote. The results of the roll call vote:

Commissioners Avedisian, Bush, Desai, Drake, Gardow, Gentile, Healy, Johnson, Lester, Lewis, Magnan, Mandyck, Maylor, Pane, Tierinni, Vargas and District Chairman Currey voted no on the amendment.

Commissioners Adil, DiBella, Gale, Salemi, Torres and Woulfe voted yes on the amendment.

On original motion made by Commissioner Magnan and duly seconded, the report was received and resolution adopted by majority of the roll call vote. The results of the roll call vote:

Commissioners Avedisian, Bush, Desai, Drake, Gentile, Healy, Johnson, Lester, Lewis, Magnan, Mandyck, Maylor, Pane, Tierinni, Vargas, and District Chairman Currey voted yes.

Commissioners Adil, Gale, Salemi, and Woulfe voted no.

Commissioners DiBella, Gardow and Torres abstained.

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

No one from the public appeared to be heard.

COMMISSIONER REQUESTS FOR CONSIDERATION OF FUTURE AGENDA ITEMS

Commissioner Avedisian asked if the District can obtain a legal opinion, or set a policy, regarding virtual camera usage during executive sessions, as some Commissioners leave their cameras on, and some do not.

Chairman Currey thanked all Commissioners for their professionalism, and for making the MDC the best it can be.

ADJOURNMENT

The meeting was adjourned at 7:55 PM

ATTEST:

Victoria S. Escoriza
Interim District Clerk

____
Date of Approval

*Video of the full August 3, 2026 District Board meeting is available at https://www.youtube.com/@MetropolitanDistrictCommission**