



Greater New Haven Water Pollution Control Authority

260 East Street New Haven, CT 06511
203.466.5280 p 203 772.1564 f www.gnhwpca.com

REGULAR MEETING OF THE
GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY
BOARD OF DIRECTORS
TUESDAY, NOVEMBER 10, 2020 6:00 P.M.
260 EAST STREET
NEW HAVEN, CONNECTICUT

****In accordance with Section 2.10 of the Authority's Bylaws and Governor Lamont's Executive Orders concerning "Stay Safe, Stay Home" and the conduct of public meetings remotely, the meeting will be conducted via teleconference of the Board of Directors.*

NO IN-PERSON PUBLIC ATTENDANCE WILL BE PERMITTED.

*A recording or transcript of the meeting will be accessible to the public online after the meeting at the GNHWPCA website at gnhwpca.com. ****

CALL-IN INFORMATION:

Dial: (929) 205-6099

Enter meeting ID number 852 4155 1740 and press #

Enter passcode 037835 and press #

AGENDA

1. Approval of minutes of October 13, 2020 – Regular Meeting.
2. Public participation relating to agenda items.
3. Consideration and approval of a resolution determining the Schedule of Regular Meetings for 2021.
4. Consideration and approval of a resolution authorizing the Executive Director, Sidney J. Holbrook, to negotiate and execute a Permanent Access Easement and Agreement and a Temporary Roadway Construction Easement and Agreement, each with the Connecticut Department of Energy and Environmental Protection.
5. Consideration and approval of a resolution authorizing the Executive Director, Sidney J. Holbrook, to negotiate, execute and deliver an agreement with Equix

Integrity, Inc. for the repair and rehabilitation of junction chambers, in an amount not to exceed \$123,750.

6. Consideration and approval of a resolution authorizing the Executive Director, Sidney J. Holbrook, to negotiate and execute an agreement with the lowest responsible bidder for tide gate replacement at the Sea Street junction chamber also known as Regulator 024.
7. Consideration and approval of certain departmental Budget Transfer Requests.
8. Executive summary and department updates and presentations.
9. Consideration and approval, as necessary, of any other new business of the Authority.
10. Call to the public.
11. Adjournment.



Greater New Haven Water Pollution Control Authority

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THE GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY SCHEDULE OF REGULAR MEETINGS FOR 2021

The Greater New Haven Water Pollution Control Authority will hold its Regular Monthly Meetings on the 2nd Wednesday of the month, at 6:00 PM, at the Administrative Offices, 260 East Street, New Haven Connecticut.

January 13, 2021

February 10, 2021

March 10, 2021

April 14, 2021

May 12, 2021

June 9, 2021

July 14, 2021

August 11, 2021

September 15, 2021

October 13, 2021

November 10, 2021

December 15, 2021

Record & Return To:
CT Department of Energy & Environmental Protection
Land Acquisition & Management Unit
79 Elm Street, 6th Floor
Hartford, CT 06106-5127

Volume: _____

Page: _____

TEMPORARY ROADWAY CONSTRUCTION
EASEMENT AND AGREEMENT

THIS TEMPORARY ROADWAY CONSTRUCTION EASEMENT AND AGREEMENT (this “Agreement”) is entered into by and between the STATE OF CONNECTICUT Department of Energy and Environmental Protection, acting herein by Katherine S. Dykes, Commissioner, having an address of 79 Elm Street, Hartford, Connecticut 06106 (hereinafter “Grantor” or “State”), and GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY, a quasi-public municipal corporation established pursuant to Connecticut General Statutes Section 22a-500 et seq. (hereinafter “Grantee” or “GNHWPCA”) existing under the laws of the State of Connecticut and having offices located at 260 East Street, New Haven, Connecticut, 06511.

WITNESSETH:

WHEREAS, the State is the owner of the Property and the Temporary Easement Areas (as such terms are defined below);

WHEREAS, the Town of Hamden has in the past acquired certain easement rights to construct, inspect, operate, use, repair and replace sanitary sewer and wastewater facilities for said Town of Hamden, consisting of underground pipe, manholes, fixtures and appurtenances, for the operation of said municipal sanitary sewer and wastewater facilities on and within said Temporary Easement Areas;

WHEREAS, pursuant to the GNHWPCA Sewer Ordinance adopted by the Town of Hamden as of August 1, 2005, GNHWPCA acquired the Town of Hamden’s municipal sanitary sewer and wastewater facilities and thus use of the Temporary Easement Areas for the purposes set forth above;

WHEREAS, GNHWPCA desires to construct within the Temporary Easement Areas a 14' wide gravel roadway with turnaround areas and temporary staging areas, for the purpose of providing improved access to said municipal sanitary sewer and wastewater facilities and to the Farm Brook Dam, which purposes are not in conflict with the originally granted easements referenced above; and

WHEREAS, the State is duly authorized pursuant to Connecticut General Statutes § 23-14 to enter into this Agreement;

NOW, THEREFORE, for ten dollars (\$10) and other good and valuable consideration, the receipt of which is hereby acknowledged, the State and GNHWPCA agree to the following:

1. The State does hereby give, grant, bargain, sell, convey, and confirm unto the GNHWPCA, its successors and assigns forever, with quit claim covenants, a non-exclusive Temporary Roadway Construction Easement (hereinafter "Temporary Easement"), in whatever right, title, and interest the State may have in, under, upon, over, and across that certain hereinafter described piece or parcel of land situated in the Town of Hamden, County of New Haven and State of Connecticut (the "Property"), for the purpose of constructing a 14' wide gravel roadway, together with the right to pass and repass with personnel and equipment, on foot or in vehicles over the Property within the Temporary Easement Areas. As a part of such grant, the Grantee will be permitted to survey, operate equipment, excavate and remove trees and brush, cut and remove stumps and rocks for grading, to fill as necessary, to install construction fencing, and to temporarily stockpile and store materials required for and incidental to the construction of said roadway. The Grantee will construct said roadway in accordance with plans and specifications approved by the State. The Grantee will install a vehicle restriction sign at the Howard Drive roadway entrance and an access gate within said Temporary Easement Areas.
2. The locations of the Temporary Easements are shown as "Temporary Construction Easement Area" and "Temporary Staging Area" (collectively, the "Temporary Easement Areas") on a map or plan entitled, "GNHWPCA SEWER SYSTEM IMPROVEMENTS

TO REDUCE INFILTRATION/INFLOW PARADISE AVENUE EASEMENT,
HAMDEN, CT PROJECT NO. CWF 2016-06 Date: 6/26/2020 Scale 1"=100'
TEMPORARY ROADWAY CONSTRUCTION EASEMENT PARADISE AVENUE
SEWER IMPROVEMENTS HAMDEN, CONNECTICUT SHEETS S-1 and S-2" said
map or plan to be recorded at the Office of the Town Clerk, in the Town of Hamden. Said
Temporary Easement Areas are more particularly described in Schedule A, attached hereto.

3. GNHWPCA's exercise of its rights set forth herein shall be subject to the GNHWPCA first obtaining all applicable permits required by law or regulation, including the issuance of those which are within the jurisdiction of the State. Nothing herein shall obligate the State to issue any such permit. GNHWPCA shall at all times abide by all applicable permit requirements. The work conducted by the GNHWPCA shall conform to all plans and documents submitted to and approved by federal, state, and local authorities. Before commencement of any activities, GNHWPCA shall coordinate the timing of all activities with the State's State Dams Unit, Water Planning and Management Division, Bureau of Water Protection and Land Reuse located at 79 Elm Street, Hartford, Connecticut, 06106, by contacting (860) 424-4444. During the construction, installation, maintenance, and repair of the sewer line and related appurtenances within the Temporary Easement Areas, GNHWPCA shall conform to the "Connecticut Guidelines for Soil Erosion and Sediment Control" established by the Council on Soil and Water Conservation, as amended.
4. GNHWPCA, its successors and assigns, shall indemnify and hold the State harmless from any suit or claim which may arise in connection with any activity and usage connected with this Agreement, including, but not limited to the installation, use, maintenance and repair of the access roadway and appurtenances thereto. GNHWPCA shall defend the State as though it were not a sovereign with respect to any such suit or claim. This in no way shall be construed to be a waiver of any immunities that the State may possess. Furthermore, GNHWPCA and its contractors, subcontractors, agents, and assigns will carry indemnity and public liability insurance against any said suit or claim in the following minimum amounts. Public liability limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; property damage limits of not less than \$250,000; and workers compensation.

The State of Connecticut, Department of Energy and Environmental Protection shall be named as additional insured.

5. Upon completion of the roadway, Grantee shall prepare an as-built A-2 survey at its expense and provide a copy of the same to State. At such time, State and Grantee shall execute a Permanent Access Easement and Agreement (the "Permanent Easement") for the purpose of maintaining, repairing and replacing said roadway, the form of which is attached hereto as Schedule B. Both the as-built A-2 survey and the Permanent Easement shall be recorded on the land records of the Town of Hamden. Upon the recording of the as-built A-2 survey and the Permanent Easement, this Agreement shall terminate and be of no further force or effect.
6. The STATE shall incur no expense as result of said roadway construction and GNHWPCA, its successors and assigns, shall bear all direct and indirect costs of the same. GNHWPCA however may apply for and receive funding or loans from the State clean water fund programs.
7. GNHWPCA shall restore the Property adjacent to the roadway area within 60 days following completion of the roadway construction to largely the same condition that it was in prior to the commencement of the construction of the roadway. In the event that weather conditions make such restoration impracticable, GNHWPCA may defer said restoration for not more than six (6) months, with approval in advance by the above-referenced State Dams Section.
8. The parties deem this Agreement to have been made in the City of Hartford, State of Connecticut. The parties agree that it is fair and reasonable for the validity and construction of this Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court

for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. GNHWPCA waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submit to such jurisdiction in any suit, action or proceeding.

9. The parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Agreement. To the extent that this section conflicts with any other section, this section shall govern.

The State herein reserves the right to itself, its successors and assigns, to continue to use the Property for any use and purposes which shall not in any way interfere with the use thereof by GNHWPCA, its successors and assigns, in fulfilling the purposes for which the non-exclusive Temporary Easements are granted.

TO HAVE AND TO HOLD the above granted rights, privileges, and authority unto the said GNHWPCA, its successor and assigns, to its own proper use and behoof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this ____ day of _____, 2020.

Signed in the Presence of:

GREATER NEW HAVEN
WATER POLLUTION CONTROL AUTHORITY

Witness:

By: _____
Sidney J. Holbrook
Executive Director

Witness:

STATE OF CONNECTICUT)

) SS. New Haven
COUNTY OF NEW HAVEN)

The foregoing instrument was acknowledged before me this _____ day of _____,
2020, by Sidney J. Holbrook, Executive Director of the Greater New Haven Water Pollution
Control, on behalf of the Greater New Haven Water Pollution Control.

Commissioner of the Superior Court
Notary Public
My Commission Expires

Signed and Sealed
In the Presence of:

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND
ENVIRONMENTAL PROTECTION

Witness:

By: _____
Katherine S. Dykes, Commissioner

Witness:

STATE OF CONNECTICUT)
) SS. Hartford
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me on this ____ day of _____,
2020 by Katherine S. Dykes, Commissioner of State of Connecticut Department of Energy and
Environmental Protection, on behalf of the STATE.

Commissioner of the Superior Court
Notary Public
My Commission Expires

**APPROVED PURSUANT TO THE AUTHORITY GRANTED BY CONNECTICUT GENERAL STATUTES
SECTION 4-67g(f):**

Konstantinos Diamantis, Deputy Secretary
Office of Policy and Management

Date: _____

STATUTORY AUTHORITY
Connecticut General Statutes
Section 23-14

APPROVED:
William Tong
Attorney General

By: _____ Date: _____

Joseph Rubin
Deputy Assistant Attorney General

SCHEDULE A

A certain piece or parcel on the southerly side of Howard Drive and easterly side of Paradise Avenue, in the Town of Hamden, County of New Haven and State of Connecticut, shown as "Temporary Construction Easement Area" and "Temporary Staging Area" on a map or plan entitled "GNHWPCA SEWER SYSTEM IMPROVEMENTS TO REDUCE INFILTRATION/INFLOW PARADISE AVENUE EASEMENT, HAMDEN, CT PROJECT NO. CWF 2016-06 6-26-2020 TEMPORARY ROADWAY CONSTRUCTION EASEMENT PARADISE AVENUE SEWER IMPROVEMENTS HAMDEN, CONNECTICUT", Sheets S-1 and S-2, prepared by Zuvic Carr and Associates Consulting Engineers 40 Cold Spring Road Rocky Hill, CT 06067, which map or plan is or shall be recorded on the land records of the Town of Hamden. Said piece or parcel being more particularly bounded and described as follows.

Beginning at a point on the southerly line of Howard Drive, said point being the northeast corner of land N/F State of Connecticut 416 Howard Drive, the northwest corner of land N/F State of Connecticut 406 Howard Drive and the northwest corner of the herein described premises;

Thence easterly, along said southerly line of Howard Drive a distance of 102+/- feet to a point being the northeast corner of land N/F State of Connecticut 398 Howard Drive,

Thence easterly along said southerly line of Howard Drive, a distance of 87+/- feet to a point being the northeast corner of said 398 Howard Drive, the northwest corner of land N/F Catherine Robinson 388 Howard Drive and the northeast corner of the herein described premises;

Thence southerly along said Robinson, a distance of 223+/- feet to the northerly line of land N/F Keith Vignola 530 Denslow Hill Road;

Thence westerly along said Vignola, a distance of 46+/- feet to the northwest corner of said Vignola;

Thence southerly along said Vignola, a distance of 630+/- feet to the southwest corner of said Vignola and the northwest corner of land N/F Frank Harris III 85 Brook Hill Road;

Thence southerly along said Harris, land N/F Ning Wei 90 Brook Hill Road and land N/F Damon & Myra A Harris 80 Brook Hill Road, in part by each, a distance of 469+/- feet to the southwest corner of said Harris, in the northerly line of land N/F Shepard Group LLC 410 Denslow Hill Road;

Thence westerly along said Shepard Group LLC a distance of 60+/- feet, to a northwest corner of said Shepard Group LLC;

Thence southerly along said Shepard Group LLC a distance of 979+/- feet, to the southwest corner of said Shepard Group LLC and the northwest corner of land N/F State of Connecticut 324 Denslow Hill Road;

Thence southerly along said State of Connecticut a distance of 60+/- feet to the southwest corner of said State of Connecticut and the northwest corner of land N/F Giuseppe & Amalia Delucia 290 Denslow Hill Road;

Thence southerly along said Delucia and land N/F Jerzy & Kimberly A. Weglinski & Surv 270 Denslow Hill Road, in part by each, a distance of 905+/- feet to the southwest corner of said Weglinski & Surv, in the northerly line of land N/F Mark Adams 226 Denslow Hill Road;

Thence westerly along said Adams and a Town of Hamden ROW, in part by each, a distance of 198+/- feet to the northwest corner of said Adams and the northwest corner of said ROW;

Thence southerly along said ROW a distance of 720+/- feet to a point, being the northeast corner of land N/F Dominic J. & Rosemarie Spino 89 Paradise Ave and the southeast corner of the herein described premises;

Thence westerly along said Spino, a distance of 173+/- feet to point being the southeast corner of land N/F State of Connecticut 185 Paradise Ave Rear and the southwest corner of the herein described premises;

Thence northerly through said State of Connecticut 185 Paradise Ave Rear the following distances:
345+/- feet to a point;
355+/- feet to a point;

80+/- feet to a point, being the southeast corner of land N/F State of Connecticut 215 Paradise Ave;

Thence northerly again through said State of Connecticut 215 Paradise Ave, a distance of 333+/- feet to a point;

Thence continuing northerly through said State of Connecticut 215 Paradise Ave and land N/F State of Connecticut 265 Paradise Ave, in part by each, a distance of 180+/- feet to a point;

Thence continuing northerly through said State of Connecticut 265 Paradise Ave:

192+/- feet to a point;

205+/- feet to a point, being the northeast corner of said State of Connecticut 265 Paradise Ave and the southerly line of land N/F State of Connecticut 324 Denslow Hill Road;

Thence continuing northerly through said State of Connecticut 324 Denslow Hill Road and land N/F State of Connecticut 369 Paradise Ave Rear, in part by each, a distance of 283+/- feet to a point;

Thence continuing northerly through said State of Connecticut 369 Paradise Ave Rear the following distances:

378+/- feet to a point;

266+/- feet to a point;

Thence continuing northerly through said State of Connecticut 369 Paradise Ave Rear and land N/F State of Connecticut 415 Paradise Avenue, in part by each, a distance of 421+/- feet to a point;

Thence continuing northerly through said State of Connecticut 415 Paradise Avenue and land N/F State of Connecticut 501 Paradise Ave a distance of 318+/- feet to a point being the northeast corner of land N/F State of Connecticut 461 Paradise Avenue;

Thence westerly along the northerly line of said State of Connecticut 461 Paradise Avenue, a distance of 164+/- feet to a point, being the northwest corner of said 461 Paradise Avenue, in the easterly line of Paradise Avenue;

Thence northerly along said easterly line of Paradise Avenue, a distance of 115+/- feet to a point, being a northwest corner of said State of Connecticut 501 Paradise Avenue;

Thence easterly through said State of Connecticut 501 Paradise Ave, a distance of 240+/- feet to a point;

Thence northerly through said State of Connecticut 501 Paradise Avenue, a distance of 411+/- feet to a point being the southeast corner of land N/F State of Connecticut 525 Paradise Ave and the southwest corner of land N/F State of Connecticut 416 Howard Drive;

Thence easterly along the southerly line of said State of Connecticut 416 Howard Ave, 94+/- feet to a point, being the southeast corner of said State of Connecticut 416 Howard Drive;

Thence northerly 209+/- feet to the point and place of beginning.

SCHEDULE B

Permanent Easement

Record & Return To:

CT Department of Energy & Environmental Protection
Land Acquisition & Management Unit
79 Elm Street, 6th Floor
Hartford, CT 06106-5127

Volume: _____

Page: _____

PERMANENT ACCESS

EASEMENT AND AGREEMENT

THIS PERMANENT ACCESS EASEMENT AND AGREEMENT (this "Agreement") is entered into by and between the STATE OF CONNECTICUT Department of Energy and Environmental Protection, acting herein by Katherine S. Dykes, Commissioner, having an address of 79 Elm Street, Hartford, Connecticut 06106 (hereinafter "Grantor" or "State"), and GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY, a quasi-public municipal corporation established pursuant to Connecticut General Statutes Section 7-245 et seq. (hereinafter "Grantee" or GNWPCA") existing under the laws of the State of Connecticut and having offices located at 260 East Street, New Haven, Connecticut, 06511.

WITNESSETH:

WHEREAS, the State of the owner the Property and the Permanent Easement Area (as such terms are defined below);

WHEREAS, the Town of Hamden has in the past acquired from the State certain easement rights, to construct, inspect, operate, use, repair and replace sanitary sewer and wastewater facilities for said Town of Hamden, consisting of underground pipe, manholes, fixtures and appurtenances, for the operation of said municipal sanitary sewer and wastewater facilities on and within said Permanent Easement Area;

WHEREAS, GNHWPCA has jurisdiction over the Town of Hamden's municipal sanitary sewer and wastewater facilities and thus use of the Permanent Easement Area for the purposes set forth above;

WHEREAS, in accordance with the Temporary Easement Agreement referenced below, the Grantee has completed construction of a 14' wide gravel roadway with turnaround areas and staging areas (the "Roadway"), for the purpose of providing improved access to said municipal sanitary sewer and wastewater facilities and to the Farm Brook Dam, which purpose is not in conflict with the originally granted easements referenced above; and

WHEREAS, the State is duly authorized pursuant to Connecticut General Statutes § 23-14 to enter into this Agreement;

NOW, THEREFORE, for ten dollars (\$10) and other good and valuable consideration, the receipt of which is hereby acknowledged, the State and GNHWPCA agree to the following:

1. State does hereby give, grant, bargain, sell, convey, and confirm unto GNHWPCA, its successors and assigns forever, with quit claim covenants, a non-exclusive perpetual Permanent Access Easement (the "Permanent Easement") in, under, upon, over, and across certain land hereinafter described (the "Permanent Easement Area") to pass and repass, with personnel and equipment, to operate equipment, install materials, excavate and fill as may be required, for and incidental to the permanent maintenance, repair and replacement of the Roadway. Grantee shall maintain a vehicle restriction sign at the Howard Avenue Roadway entrance and an access gate within said Permanent Easement Area, all as more particularly shown on the Permanent Easement Map.

State and Grantee acknowledge that they previously entered into a Temporary Roadway Construction Easement and Agreement dated _____, 2020 and recorded in Volume ____ at Page ____ of the Town of Hamden Land Records (the "Temporary Easement Agreement"). Grantee has also, at its sole cost and expense, obtained an as-built survey,

drawn to A2 standards of accuracy, depicting the as-built location of the roadway and the fixed location of the Permanent Easement Area (the "Permanent Easement Map").

Upon the filing of this Agreement and the Permanent Easement Map on the Town of Hamden Land Records, the Temporary Easement shall be deemed released and no longer of any force or effect.

The Permanent Easement Area is shown as "_____ " on the Permanent Easement Map and is more particularly described in Schedule A attached hereto and made a part hereof.

2. Prior to the commencement of any maintenance, repair or replacement of the Roadway, GNHWPCA shall coordinate the timing of all activities with the State's State Dams Unit, Water Planning and Management Division, Bureau of Water Protection and Land Reuse located at 79 Elm Street, Hartford, Connecticut, 06106, by contacting (860) 424-4444. All maintenance, repair and replacement plans shall conform the "Connecticut Guidelines for Soil Erosion and Sediment Control" established by the Council on Soil and Water Conservation, as amended.
3. GNHWPCA, its successors and assigns, shall indemnify and hold the State harmless from any suit or claim which may arise in connection with any activity and usage connected with this Agreement including, but not limited to the use, maintenance, repair and replacement of the access roadway and appurtenances thereto. GNHWPCA shall defend the STATE as though it were not a sovereign with respect to any such suit or claim. This in no way shall be construed to be a waiver of any immunities that the State may possess. Furthermore, GNHWPCA and its contractors, subcontractors, agents, and assigns will carry indemnity and public liability insurance against any said suit or claim in the following minimum amounts. Public liability limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; property damage limits of not less than \$250,000; and workers compensation. The State of Connecticut, Department of Energy and Environmental Protection shall be named as additional insured.

4. GNHWPCA shall restore the Permanent Easement Area within 60 days following any Roadway maintenance, repairs or replacement to the same condition that it was in prior to the commencement of such maintenance, repairs, or replacement. In the event that weather conditions make such restoration impracticable, GNHWPCA may defer said restoration for not more than six (6) months, with approval in advance by the above referenced State Dams Section.
5. GNHWPCA shall maintain the Roadway, at its sole cost and expense, in a clean and safe condition, to the satisfaction of the State. In so doing, the GNHWPCA shall perform routine maintenance activities of the Roadway, as needed, including resurfacing, trash and debris removal, clearing of obstructions and storm-related debris in a timely manner. Notwithstanding the above, GNHWPCA shall not be responsible for the repair of any damages to the Roadway be caused by the State. GNHWPCA shall install a gate to prevent access to the Roadway by unauthorized motorized vehicles. The type and location of said gate to be determined in coordination with the above referenced State Dams Section.
6. The parties deem this Agreement to have been made in the City of Hartford, State of Connecticut. The parties agree that it is fair and reasonable for the validity and construction of this Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. GNHWPCA waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submit to such jurisdiction in any suit, action or proceeding.
7. The parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any

17

Notary Public
My Commission Expires

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND
ENVIRONMENTAL PROTECTION

By: _____
Katherine S. Dykes
Commissioner

STATE OF CONNECTICUT)
) SS. Hartford
COUNTY OF HARTFORD)

Commissioner of the Superior Court
Notary Public
My Commission Expires

_____ Date: _____
Konstantinos Diamantis, Deputy Secretary
Office of Policy and Management

APPROVED:
William Tong
Attorney General

By: _____ Date: _____

Joseph Rubin

Deputy Assistant Attorney General

SCHEDULE A
DESCRIPTION OF THE PERMANENT EASEMENT AREA

Record & Return To:
CT Department of Energy & Environmental Protection
Land Acquisition & Management Unit
79 Elm Street, 6th Floor
Hartford, CT 06106-5127

Volume: _____

Page: _____

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WITNESSETH:

WHEREAS, the State of the owner the Property and the Permanent Easement Area (as such terms are defined below);

WHEREAS, the Town of Hamden has in the past acquired certain easement rights, to construct, inspect, operate, use, repair and replace sanitary sewer and wastewater facilities for said Town of Hamden, consisting of underground pipe, manholes, fixtures and appurtenances, for the operation of said municipal sanitary sewer and wastewater facilities on and within said Permanent Easement Area;

WHEREAS, pursuant to the GNHWPCA Sewer Ordinance adopted by the Town of Hamden as of August 1, 2005, GNHWPCA acquired the Town of Hamden’s municipal sanitary sewer and wastewater facilities and thus use of the Permanent Easement Area for the purposes set forth above;

WHEREAS, in accordance with the Temporary Easement Agreement referenced below, the Grantee has completed construction of a 14' wide gravel roadway with turnaround areas and staging areas (the "Roadway"), for the purpose of providing improved access to said municipal sanitary sewer and wastewater facilities and to the Farm Brook Dam, which purpose is not in conflict with the originally granted easements referenced above; and

WHEREAS, the State is duly authorized pursuant to Connecticut General Statutes § 23-14 to enter into this Agreement;

NOW, THEREFORE, for ten dollars (\$10) and other good and valuable consideration, the receipt of which is hereby acknowledged, the State and GNHWPCA agree to the following:

1. State does hereby give, grant, bargain, sell, convey, and confirm unto GNHWPCA, its successors and assigns forever, with quit claim covenants, a non-exclusive perpetual Permanent Access Easement (the "Permanent Easement") in, under, upon, over, and across certain land hereinafter described (the "Permanent Easement Area") to pass and repass, with personnel and equipment, to operate equipment, install materials, excavate and fill as may be required, for access to said municipal sanitary sewer and wastewater facilities and to the Farm Brook Dam, and for and incidental to the permanent maintenance, repair and replacement of the Roadway. Grantee shall maintain a vehicle restriction sign at the Howard Avenue Roadway entrance and an access gate within said Permanent Easement Area, all as more particularly shown on the Permanent Easement Map.

State and Grantee acknowledge that they previously entered into a Temporary Roadway Construction Easement and Agreement dated _____, 2020 and recorded in Volume ____ at Page ____ of the Town of Hamden Land Records (the "Temporary Easement Agreement"). Grantee has also, at its sole cost and expense, obtained an as-built survey, drawn to A2 standards of accuracy, depicting the as-built location of the roadway and the fixed location of the Permanent Easement Area (the "Permanent Easement Map").

Upon the filing of this Agreement and the Permanent Easement Map on the Town of Hamden Land Records, the Temporary Easement shall be deemed released and no longer of any force or effect.

The Permanent Easement Area is shown as “_____” on the Permanent Easement Map and is more particularly described in Schedule A attached hereto and made a part hereof.

2. Prior to the commencement of any maintenance, repair or replacement of the Roadway, GNHWPCA shall coordinate the timing of all activities with the State’s State Dams Unit, Water Planning and Management Division, Bureau of Water Protection and Land Reuse located at 79 Elm Street, Hartford, Connecticut, 06106, by contacting (860) 424-4444. All maintenance, repair and replacement plans shall conform the “Connecticut Guidelines for Soil Erosion and Sediment Control” established by the Council on Soil and Water Conservation, as amended.
3. GNHWPCA, its successors and assigns, shall indemnify and hold the State harmless from any suit or claim which may arise in connection with any activity and usage connected with this Agreement including, but not limited to the use, maintenance, repair and replacement of the access roadway and appurtenances thereto. GNHWPCA shall defend the STATE as though it were not a sovereign with respect to any such suit or claim. This in no way shall be construed to be a waiver of any immunities that the State may possess. Furthermore, GNHWPCA and its contractors, subcontractors, agents, and assigns will carry indemnity and public liability insurance against any said suit or claim in the following minimum amounts. Public liability limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; property damage limits of not less than \$250,000; and workers compensation. The State of Connecticut, Department of Energy and Environmental Protection shall be named as additional insured.
4. GNHWPCA shall restore the Permanent Easement Area within 60 days following any Roadway maintenance, repairs or replacement to the same condition that it was in prior to the commencement of such maintenance, repairs, or replacement. In the event that weather

conditions make such restoration impracticable, GNHWPCA may defer said restoration for not more than six (6) months, with approval in advance by the above referenced State Dams Section.

5. GNHWPCA shall maintain the Roadway, at its sole cost and expense, in a clean and safe condition, to the reasonable satisfaction of the State, consistent with the use of the Roadway as an access way to said municipal sanitary sewer and wastewater facilities and to the Farm Brook Dam,. In so doing, the GNHWPCA shall perform routine maintenance activities of the Roadway, as needed, including resurfacing, debris removal, clearing of obstructions and storm-related debris in a timely manner. Notwithstanding the above, GNHWPCA shall not be responsible for the repair of any damages to the Roadway be caused by the State or by its contractors or invitees. GNHWPCA shall install a gate to prevent access to the Roadway by unauthorized motorized vehicles. The type and location of said gate to be determined in coordination with the above referenced State Dams Section.
6. The parties deem this Agreement to have been made in the City of Hartford, State of Connecticut. The parties agree that it is fair and reasonable for the validity and construction of this Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. GNHWPCA waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submit to such jurisdiction in any suit, action or proceeding.
7. The parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its

My Commission Expires

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND
ENVIRONMENTAL PROTECTION

By: _____
Katherine S. Dykes
Commissioner

STATE OF CONNECTICUT)
) SS. Hartford
COUNTY OF HARTFORD)

Commissioner of the Superior Court
Notary Public
My Commission Expires

_____ Date: _____
Konstantinos Diamantis, Deputy Secretary
Office of Policy and Management

APPROVED:
William Tong
Attorney General

By: _____ Date: _____

Joseph Rubin

Deputy Assistant Attorney General

SCHEDULE A
DESCRIPTION OF THE PERMANENT EASEMENT AREA



Greater New Haven Water Pollution Control Authority

345 East Shore Parkway New Haven, CT 06512 203 466 5281 p 203 466 5286 f www.gnhwpca.com

To: Director of Finance and Administration

From: General Services

Date: 11/10/20

Re: Departmental Budget Transfer Request

Transfer Amount	Transfer From	Transfer To
\$50,000	01.1100.000.5710	01.1600.000.5661
	Contingency	Building Maint 260 East St
\$50,000	Total	

Explanation: Additional funds needed for COVID related expenses.
Such as disinfecting cleaning of offices and additional PPE as needed.

Department Signature: _____

Approved by: _____

Director of Finance and Administration

Approved by: _____

Executive Director

Board Approval: _____

Date of Meeting

Notes:

All departmental budget transfers to and from Regular Wage (5010), Temporary & Part Time Wage (5011), and Overtime Wage (5015) Accounts shall be submitted to the Executive Director for review and approval

All fund transfers between departmental budgets and cost centers less than \$10,000 shall be submitted by the Director of Finance and Administration to the Executive Director for review and approval.

All fund transfers between departmental budgets and cost centers equal to and greater than \$10,000 shall be approved by the Board of Directors