



BOARD OF SEWER COMMISSIONERS

Regular Meeting Agenda

Tuesday, January 18, 2022 6:00 p.m.

If anyone from the public would like to attend and provide comment in person as opposed to calling in or using Zoom, may do so at the Water Filtration Plant, 1080 Terryville Avenue, Bristol, Connecticut.

WEBSITE: www.zoom.us/join

MEETING ID#: 845 169 6140

PASSWORD: 12345

CALL IN: 1 (929) 205-6099

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Approval of the minutes of the December 21, 2021 Regular Board Meeting
5. Public Participation
6. Customer Correspondence
1444 Farmington Avenue – Sewer Connection Waiver – Attorney Timothy Furey for Hillcrest Development Partners LLC
7. On-call Engineering RFQ
8. Superintendent's Report
9. Old Business
10. New Business
11. Adjournment

Next Meeting: Tuesday, February 15, 2022 at 6:00 pm

LAW OFFICES
FUREY, DONOVAN, TRACY & DALY, P. C.

Michael C. Daly
Timothy W. Furey
Patrick J. Cooney
Matthew D. Dyer

William J. Tracy Jr of counsel

Charles L. Furey (1924-2004)
Theodore M. Donovan (1932-2020.)

43 Bellevue Avenue
P. O. Box 670
Bristol, Connecticut 06011-0670
(860) 589-4343

www.fureydonovan.com
Fax No. (860) 583-8674
tfurey@fureydonovan.com

January 6, 2022

Bristol Board of Sewer Commissioners
119 Riverside Ave
Bristol Ct 06010
Attn: Robert Longo it Superintendent

Via email: robertlongo@bristolct.gov

Re: Sewer Connection waiver subdivision 1444 Farmington Ave
Bristol Ct 06010 former Ruby Tuesdays site.

Dear Commissioners,

Please be advised this office represents Hillcrest Development Partners LLC who is the optionee to purchase the former Ruby Tuesday's site located at 1444 Farmington Ave Bristol Connecticut. My client currently has an application before the City of Bristol Planning Commission to subdivide the property into two lots and once completed a site plan is being developed to build a Chipotle restaurant and a Starbucks restaurant on each lot respectively. Those site plans are being reviewed by the City of Bristol planning staff now in anticipation of filing formal applications once the subdivision is approved.

The property is currently serviced by a six inch sewer main which flows to the rear of the property to the Wal Mart line and then to the City of Bristol sewer main to the rear of Wal Mart. This was permitted in lieu of requiring the developer of the Wal Mart property to run the sewer main up Farmington Avenue to the far end of their property to our property line. Further the properties across the street occupied by LA Fitness, Chili's, Sonic and the Crowley facilities were also permitted to be developed without bringing the sewer line up Farmington Avenue and are all connected to sewer mains to the rear of their properties.

As a result of these prior waivers we asking for a waiver of two requirements.

1. That we have a direct connection of our sewer line to a City of Bristol sewer main. For each of the lots (which we currently do not have with our existing system) and;

2. A waiver of the requirement our line be eight inch pipe rather than the existing six inch pipe.

We have provided an analysis from our engineer which outlines the capacity of our existing system. They have provided anticipated usage and the past usage by the Ruby Tuesday's site. As you can see the proposed uses will actually have less impact on the system than currently exists. The current system is appropriately designed with manholes and cleanout locations to insure the system can be maintained by the owners to preserve its integrity. A reciprocal easement agreement is in place with the Wal Mart property and it is my understanding there have been no issues. I have attached the existing reciprocal easement agreement between this property and the Wal Mart property for your reference. A similar reciprocal easement agreement would exist for the two lots to assure proper maintenance of their common portion sewer line.

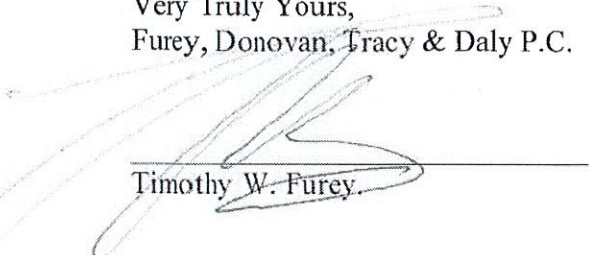
To comply with the City ordinance my clients would have to either:

1. Bring the sewer line over 1,580 feet from approximately the intersection with Sheila Court. This is not economically feasible. It is not fair given your past waivers of the ordinance and it is not desirable to dig up this portion of Route 6 which has recently been fully renovated and paved. Further it is a waste of resources when we have an existing viable connection now.
2. Bring a connection from the rear across private property and dedicate the easement to the City. We should not have to purchase easements, the owners have no obligation to provide them to us, and if they did we would have to cross dedicated wetlands resources to build them. Both this property and the Wal Mart property went to great lengths to protect those wetlands resources when both properties were developed.
3. Bring a similar length sewer line up Route 6 and Camp Street to an existing City of Bristol sewer main. Again this is 1,100 feet away, and upgrade which is not a feasible alternative.

I have attached our engineers report and a sketch of the alternatives I have described for your reference.

I look forward to discussing this with you at your January meeting.

Very Truly Yours,
Furey, Donovan, Tracy & Daly P.C.



Timothy W. Furey

Cc: Hillcrest Development & Kratzert & Jones
Enclosures: Report, Easement, Sketch

kratzert, jones & associates, inc.

CIVIL ENGINEERS • LAND SURVEYORS • SITE PLANNERS

1755 MERIDEN-WATERBURY ROAD, BOX 337, MILLDALE, CONNECTICUT 06467-0337

PHONE (860) 621-3638 • FAX (860) 621-9609 • EMAIL INFO@KRATZERTJONES.COM

AN EQUAL OPPORTUNITY EMPLOYER - M - F

Bristol Water and Sewer Department
119 Riverside Avenue
Bristol, CT 06011-6322

January 5, 2022

Attn: Michael Lynch - Asst. Superintendent Construction

Re: Hillcrest Development Partners - #1444 Farmington Avenue

The proposed redevelopment plans for the above referenced site call for the sewer service for two restaurants to connect to an existing 6-inch diameter sewer service. The Bristol Sewer Ordinance design requirements Article g requires an 8-inch diameter minimum sewer main. This letters serves to request an exception to this requirement by demonstrating that the 6-inch diameter service is adequate for the proposed connections.

First, the only viable sanitary sewer service for the two proposed restaurants is by the existing 6-inch private sanitary sewer line flowing westerly to the adjacent Walmart site. The previous Ruby Tuesday restaurant facility was served in this same manner. Sanitary sewer service does not exist along the street frontage of the site along Farmington Avenue. The next closest public sewer facilities are over 1500-feet to the west or through private residential properties and crossing wetlands to connect to the south on Pheasant Run Road.

The AS BUILT SITE PLAN ZONING LOCATION SURVEY - RECORD PREPARED FOR RUBY TUESDAY 1444 FARMINGTON AVENUE (US ROUTE 6) DECEMBER 19, 2002 BY HARRY E. COLE & SON PROFESSIONAL LAND SURVEYORS & CONSULTING ENGINEERS as well as the current site plans show a 6-inch sewer service from the former Ruby Tuesday's restaurant westerly to the adjacent Walmart site. The service consists of 138-feet flowing southerly at 5.2 percent followed by 83-feet flowing westerly at 4.0 percent. The capacity of the 6-inch service at 4 percent accounting for 50 percent full is approximately 220 gpm (gallons per minute) based upon the Manning's formula.

The two proposed restaurants connecting to the sewer will have a total of 134 seats. An average daily sewage flow of approximately 3,350 gallons based upon 25 GPD (gallons per day)/Seat can be expected. Applying a conservative peak flow factor of 10, the peak sanitary sewer flow expected will be approximately 23 gallons per minute. This method estimates the existing 6-inch sewer service would operate under peak flow at approximately 10-percent of capacity. For comparison, the former Ruby Tuesday's had 302 seats (per 2002 Site Plan) likely generating 7,550 gallons per day with a similar peak of 52 gallons per minute utilizing approximately 24-percent of the sewer service capacity at peak. The proposed redevelopment would potentially be a reduction in previous sewage flows.

kratzert, jones & associates, inc.

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AN EQUAL OPPORTUNITY EMPLOYER - M - F

The capacity of the existing sewer service can also be evaluated based upon the maximum number of drainage fixture units (DFU) connecting to the service. A 6-inch diameter pipe at $\frac{1}{2}$ inch slope per foot has maximum capacity of 1,000 DFU according to the 2015 International Plumbing Code. The proposed Starbucks restaurant will generate approximately 33 FUDs and the Chipotle restaurant will generate and additional 73 DFUs for an approximate total of 110 DFUs. This method estimates the existing sanitary service would operate at 11-percent of capacity.

The existing sanitary sewer service and grease interceptors should be inspected and the line video inspected prior to connecting. The information shall be provided to the Bristol Water and Sewer Department and the Design Engineer. Any debris, coagulation or deficiencies shall be corrected prior to the connection.

Please contact me at the office with any questions or for additional information.

Regards

A handwritten signature in black ink, appearing to read 'Andrew Quirk', with a stylized, flowing script.

Andrew Quirk, PE #22588

GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("Easement") is entered into as of the 22nd day of December, 2000, by and between WAL-MART REAL ESTATE BUSINESS TRUST, an Arkansas business trust whose address is 701 South Walton Boulevard, Bentonville, Arkansas 72716-8703 ("Wal-Mart"); and W/S BRISTOL PROPERTIES LLC, a Massachusetts limited liability company with a mailing address of c/o W/S Development Associates, 1330 Boylston Street, Chestnut Hill, Massachusetts 02467 ("Grantee").

WITNESSETH

WHEREAS, Wal-Mart is the owner of that certain tract or parcel of land situated in the City of Bristol, County of Hartford, State of Connecticut, identified as "N/F Wal-Mart Real Estate Business Trust" on the site plan attached hereto as Exhibit "A" and more fully described on Exhibit B attached hereto ("Tract 1"); and

WHEREAS, Grantee is the owner of that certain 2.85 acre tract or parcel of land in the same city, county, and state, which tract lies adjacent to Tract 1 and is identified as "N/F Walter H. Lubelczyk" on Exhibit "A" and more fully described on Exhibit "B" ("Tract 2"); and

WHEREAS, Grantee has requested from Wal-Mart, and Wal-Mart is desirous of granting to Grantee, (i) a non-exclusive easement for pedestrian and vehicular ingress and egress over and across a portion of Tract 1, and (ii) certain utility easement rights over portions of Tract 1, as hereinafter set forth.

NOW THEREFORE, in consideration of Thirty Thousand Dollars paid, Wal-Mart does hereby grant to Grantee the following perpetual, non-exclusive rights and easements:

A. The perpetual non-exclusive easement for vehicular and pedestrian ingress and egress over and across that portion of Tract 1 shown on Exhibit A as "Ingress/Egress Easement Area" on a certain plan entitled "Easements To Be Acquired From Wal-Mart Real Estate Business Trust", dated August 29, 2000, prepared by B.L. Companies, to be recorded herewith (the "Easement Plan"), and more particularly described on Exhibit C attached hereto and made a part hereof (the "Access Area") for access to and from Tract 2 from and to Farmington Avenue (Route 6), said plan has been recorded in the Bristol Land Records as Plan 36-L on November 21, 2000.

B. The perpetual non-exclusive right and easement (i) to construct, maintain, repair, replace, use and operate an underground sewer utility line within the portion of Tract 1 (the Sewer Line Easement Area") and shown as 20' Sanitary Sewer Easement" on the Easement Plan (ii) to connect said sewer line to the new sewer line to be constructed by Grantor and to be located on Tract 1 immediately abutting the Sewer Line Easement Area, and (iii) to discharge sanitary sewage into said new sewer line, subject to all applicable laws, rules and regulations and subject to the Grantee's obligation to obtain all governmental and utility company permits and approvals, if any, required to permit such discharge; and

Conveyance Tax Received
City \$ 33.00 State \$ 150.00
Cherene Gae Town Clerk

C. The perpetual, non-exclusive right and easement: (i) to construct, maintain, repair and replace an underground storm water drainage line within the portion of Tract 1 (the "Storm Drainage Easement Area") described on Exhibit E attached hereto and make a part hereof and shown as "20' Storm Sewer Easement Area" on the Easement Plan, and (ii) to connect said storm water drainage line to the new storm water drainage line to be constructed by Grantor and to be located on Tract 1 immediately abutting the Storm Drainage Easement Area, and (iii) to discharge sanitary sewage into said new stormwater line, subject to all applicable laws, rules and regulations and subject to the Grantee's obligation to obtain all governmental and utility company permits and approvals, if any, required to permit such discharge.

Grantee's use and enjoyment of the easement rights granted hereunder shall be subject to the following terms and conditions to which the parties hereto do hereby agree:

1. Use of Access Area. The ingress and egress rights granted hereby may be used non-exclusively by, and are limited to, Grantee and its tenants and their respective customers and employees associated with the business operation to be located on Tract 2. Grantee shall not be allowed to use the Access Area for heavy truck traffic except as may be necessary for developing Tract 2 or delivering merchandise to the business operation to be located thereon. Nothing herein shall be construed to limit or restrict ingress or egress associated with Tract 1 or any part thereof.

2. Maintenance. (a) In the event Wal-Mart fails to construct, maintain or repair the Access Area or the utility systems into which Grantee is to connect hereunder, Grantee may do so at its sole expense, provided Grantee uses like or similar quality and type of materials originally installed (or specified for installation in Wal-Mart's plans) on the Access Area and/or the utility easement areas, and further provided Grantee does not change the grade or elevation of the Access Area from that specified on Wal-Mart's plans without the permission of Wal-Mart.

(b) Grantee shall, at its sole cost and expense pave the stub of the curb cut area from Tract 2 to the Access Area, and if, in the process of paving and developing the Access Area, Grantee encounters any irrigation equipment previously installed by Wal-Mart in the Access Area, Grantee shall disconnect and relocate any such equipment at its cost. If Grantee encounters any utility lines under the Access Area, it shall encase said lines in order to protect same. If it is necessary for Grantee to remove trees or any other type of landscaping, it shall relocate same adjacent to the Access Area in a location acceptable to Wal-Mart.

(c) Until improvements are constructed on Tract 2, Wal-Mart shall be responsible for maintaining any access drive constructed by it within the Access Area at its sole cost and expense. After the construction of improvements on Tract 2, the owner of Tract 2 shall contribute its pro rata share of the costs thereafter incurred by Wal-Mart in maintaining, repairing and replacing the access drive located within the Access Area (based upon a fraction, the numerator of which shall be the square footage of the buildings on Tract 2 and the denominator of which shall be the square footage of all buildings on Tract 1 and Tract 2).

3. Damage to Access Area, or Other Improvements. If, in the process of developing Tract 2, Grantee damages, breaks, destroys, or in any way impairs the Access Area, or any other improvements of Wal-Mart, Wal-Mart in its sole discretion, may require Grantee to either: (i) restore at Grantee's sole cost and expense the Access Area, or Wal-Mart's improvements to its original quality and condition; or (ii) Wal-Mart may restore the Access Area, or improvements and invoice Grantee for Wal-Mart's costs incurred restoring the damaged Access Area, or improvements; whereupon Grantee agrees to reimburse Wal-Mart within thirty (30) days of receipt of an invoice for such expenses.

4. Indemnification/Insurance.

a. Indemnification. The owner of each Tract hereby indemnifies and saves the other parties harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own Tract, except if caused by the act or negligence of the other party hereto.

b. Insurance.

(1) The owner of each Tract shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$2,000,000.00 for injury or death of a single person, and to the limit of not less than \$2,000,000.00 for any one occurrence, and to the limit of not less than \$2,000,000.00 for property damage. The owner of each Tract shall provide the owner of the other Tract with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to the other party. The obligations of the owner of Tract 1 to maintain insurance under this provision may be satisfied by Wal-Mart. The obligations of the owner of Tract 2 to maintain insurance under this provision may be satisfied by tenants of the owner of Tract 2.

(2) At all times during the term of this Agreement, the owner of each Tract shall keep improvements on its property insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the state in which the parties' respective properties are located, with such insurance to be for the full replacement value of the insured improvements. The obligations of the owner of Tract 1 to maintain insurance under this provision may be satisfied by

Wal-Mart. The obligations of the owner of Tract 2 to maintain insurance under this provision may be satisfied by tenants of the owner of Tract 2.

(3) Policies of insurance provided for in this Paragraph 4 shall name the owner of each Tract as insureds as their respective interests may appear, and each of them shall provide to the other certificates evidencing the fact that such insurance has been obtained.

(4) Wal-Mart and the owner of each Tract, each for itself and its property insurer, hereby releases the others, and their tenants, employees and agents from and against any and all claims, demands, liabilities or obligations whatsoever for damage to each other's property or loss of rents or profits resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any tenant, agent, associate or employee of the party being released, this release being to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated under this Agreement to carry, or, if the releasing party is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing party were carrying that insurance.

(5) Notwithstanding anything to the contrary contained in this Paragraph 8, so long as the net worth of Wal-Mart shall exceed One Hundred Million Dollars (\$100,000,000.00), and so long as Wal-Mart is owner of Tract 1, Wal-Mart shall have the right to retain the financial risk for any claim.

5. Curb Cuts. Grantee shall be entitled to install no more than one (1) curb cut as shown on Exhibit "A" between Tract 2 and the Access Area.

6. Relocation. Wal-Mart reserves the right to modify or relocate the Access Area provided such modification or relocation does not materially restrict or prevent ingress and egress to and from Tract 2 from and to Farmington Avenue (Route 6), and provided the relocated Access Area provides comparable access.

7. Public Grant. Nothing contained herein shall be used or construed as a grant of any rights to any public or governmental authority or agency.

8. Duration. The agreements contained herein and the rights granted hereby shall run with the titles to Tract 1 and Tract 2 and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

9. Change of Ownership. In the event Grantee conveys or transfers title to Tract 2 to another party, Wal-Mart shall be notified thereof within thirty (30) days thereafter, which notice shall include the name and address of such transferee.

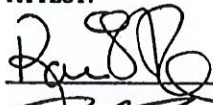
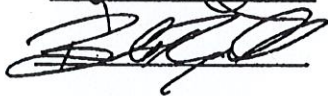
10. Effective Date. This instrument shall become effective on the date hereof.

11. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

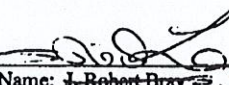
12. Final Location of Easement Areas. Each of the Sewer Line Easement Area, the Storm Drainage Easement Area and the Access Area shall be located in the general vicinity shown on the Easement Plan, but may be subject to minor modifications during the course of Wal-Mart's construction of improvements on Tract 1. Upon completion of the utility and access way installations contemplated hereunder, the access rights granted hereunder shall extend over the actual paved areas constructed on Tract 1 in the vicinity of the Access Area as shown of the Easement Plan, and the utility rights granted hereunder shall extend for a distance of ten feet on either side of the center line of the sewer line and stormwater drainage line, respectfully, as actually installed. Wal-Mart and Grantee each agree, at the request of the other, to prepare and record a Supplement to this instrument (including an updated Easement Plan) showing the final easement areas and upon the recording thereof the access and utility rights granted hereunder shall be established in the areas shown in such Supplement and updated Easement Plan.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

ATTEST:

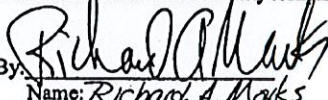
WAL-MART REAL ESTATE TRUST,
an Arkansas Business Trust

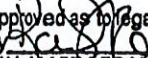
By: 
Name: J. Robert Bray
Title Assistant Vice President

ATTEST:




W/S BRISTOL PROPERTIES LLC,
a Massachusetts limited liability company

By: 
Name: Richard A. Marks
Title Vice President
Hereunto duly authorized

Approved as to legal terms only
By: 
WAL-MART LEGAL TEAM
Date 12-1-50

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF Benton) ss

On this 22nd day of December, 2000, before me, the undersigned notary public in and for said County and State, personally appeared before me S. Richard Levin to me personally known, who, being by me duly sworn, did say that he is Asst. Vice President of WAL-MART REAL ESTATE BUSINESS TRUST, and said Asst. Vice President acknowledged said instrument to be the free act and deed of said Trust.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State the 22nd day of December, 2000.

OFFICIAL SEAL
KAREN J. BENSON
NOTARY PUBLIC, ARKANSAS
BENTON COUNTY
COMMISSION EXP. 05-01-09

Karen J. Benson
NOTARY PUBLIC
My Commission Expires: May 1, 2009

STATE OF Massachusetts)
COUNTY OF Hampshire) ss

Then personally appeared the above-named Richard A. Marks who being by me duly sworn, did say that he/she is Vice President of W/S Bristol Properties LLC, a Massachusetts limited liability company, and that the aforesaid instrument was signed and sealed on behalf of W/S Bristol Properties LLC, and said Richard A. Marks acknowledged said instrument to be his/her free act and deed and the free act and deed of W/S Bristol Properties LLC.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State the 17th day of November, 2000.

Gail A. Sullivan
NOTARY PUBLIC
My Commission Expires: _____

GAIL A. SULLIVAN, Notary Public
My Commission Expires August 30, 2002

EXHIBIT A

EXHIBIT "B"

Legal Descriptions of Tract 1 and Tract 2

Tract 1

The land in Bristol, Connecticut described in Deeds to Wal-Mart Business Trust recorded with the Bristol Land Records in Volume 1307, Page 532, Volume 1313, Page 623 and Volume 1313, Page 626.

Tract 2

The land in Bristol, Connecticut described in a Deed to W/S Bristol Properties LLC recorded with the Bristol Land Records in Volume 1326, Page 708.



EXHIBIT "C"

Legal Description of Access Easement Area

That certain parcel of land, situated in the Town of Bristol, County of Hartford and State of Connecticut, on the southerly side of Farmington Avenue (Route 6), containing 31,710± square feet, being more particularly shown and labeled as "Ingress/Egress Easement" on a plan entitled "Easement Exhibit, easements to be Acquired from Wal-Mart Real Estate Business Trust, 1444 Farmington Avenue, Bristol, Connecticut", Scale: 1"=40'; Dated: August 29, 2000; being further bounded and described as follows:

Commencing at a monument to be set on the southerly line of Farmington Avenue (Route 6), thence running along said Farmington Avenue in a northeasterly direction a distance of 13± feet to the true point of beginning;

Thence running along a curve to the right having a radius of 60 feet and a length of 28± feet to a point;
 along a curve to the left having a radius of 98 feet and a length of 32± feet to a point;
 along a curve to the left having a radius of 80 feet and a length of 67± feet to a point;
 in a northeasterly direction a distance of 185± feet to point;
 along a curve to the right having a radius of 94 feet and a length of 156± feet to point;
 in a southeasterly direction a distance of 112± feet to a point;
 along a curve to the right having a radius of 8 feet and a length of 5± feet to a point;
 in a southeasterly direction a distance of 19± feet to a point;
 in a northeasterly direction a distance of 33± feet to a point;
 in a northwesterly direction a distance of 8± feet to a point;
 along a curve to the right having a radius of 20 feet and a length of 31± feet to a point;
 in a northeasterly direction a distance of 21± feet to a point;
 in a northwesterly direction a distance of 30± feet to a point;
 in a southwesterly direction a distance of 9± feet to a point;
 along a curve to the right having a radius of 25 feet and a length of 43± feet to a point;
 in a northwesterly direction a distance of 142± feet to a point;
 along a curve to the left having a radius of 65 feet and a length of 15± feet to a point;
 in a northwesterly direction a distance of 64± feet to a point;
 along a curve to the right having a radius of 70 feet and a length of 38± feet to a point;
 along a curve to the right having a radius of 88 feet and a length of 41± feet



to a point on the southerly line of Farmington Avenue;

Thence running along the southerly line of said Farmington Avenue in a southwesterly direction a distance of 37± feet to a point;

Thence running along a curve to the left having a radius of 90 feet and a length of 69± feet to a point;
in a southeasterly direction a distance of 66± feet to a point;
along a curve to the right having a radius of 5 feet and a length of 14± feet to a point;
along a curve to the left having a radius of 122 feet and a length of 117± feet to a point;
in a southwesterly direction a distance of 181± feet to a point;
along a curve to the right having a radius of 40 feet and a length of 38± feet to a point;
along a curve to the right having a radius of 32 feet and a length of 23± feet to a point on the southerly line of Farmington Avenue;

Thence running along the southerly line of said Farmington Avenue in a southwesterly direction a distance of 69± feet to the point and place of beginning.



EXHIBIT "D"

Legal Description of Sewer Line Easement Area

That certain parcel of land, situated in the Town of Bristol, County of Hartford and State of Connecticut, on the southerly side of Farmington Avenue (Route 6), containing 10,008± square feet, being more particularly shown and labeled as "20' Sanitary Sewer Easement" on a plan entitled "Easement Exhibit, Easements to be Acquired from Wal-Mart Real Estate Business Trust, 1444 Farmington Avenue, Bristol, Connecticut," Scale: 1"=40'; Dated: August 29, 2000; the centerline of said easement being further bounded and described as follows:

Commencing at a Connecticut Highway Department monument on the southerly line of Farmington Avenue (Route 6) at the division line of land now or formerly of Walter H. Lubelczyk and land now or formerly of Wal-Mart Real Estate Business Trust, thence running along said division line in a southerly direction a distance of 339± feet to the centerline of the 20 foot sanitary sewer easement, said point being the true point of beginning;

Thence running: in a westerly direction 18± feet to a point;
 in a southwesterly direction 119± feet to a point;
 in a westerly direction 364± feet to a point.



EXHIBIT "E"

Legal Description of Storm Drainage Easement Area

That certain parcel of land, situated in the Town of Bristol, County of Hartford and State of Connecticut, on the southerly side of Farmington Avenue (Route 6), containing 2,889± square feet, being more particularly shown and labeled as "20' Storm Sewer Easement" on a plan entitled "Easement Exhibit, Easements to be Acquired from Wal-Mart Real Estate Business Trust, 1444 Farmington Avenue, Bristol, Connecticut," Scale: 1"=40'; Dated: August 29, 2000; the centerline of said easement being further bounded and described as follows:

Commencing at a Connecticut Highway Department monument on the southerly line of Farmington Avenue (Route 6) at the division line of land now or formerly of Walter H. Lubelczyk and land now or formerly of Wal-Mart Real Estate Business Trust, thence running along said division line in a southerly direction a distance of 482± feet to the centerline of the 20 foot storm sewer easement, said point being the true point of beginning;

thence running in a southwesterly direction 144± feet to a point.

Received Bristol Land Records @ 4:01 pm

JAN 29 2001

Cherie Rose Town Clerk





access to a public sewer, as determined by the superintendent, the sewage from all buildings or structures constructed on such properties hereafter shall be conducted to said sewer within the time ordered by the superintendent. No private wastewater disposal system, sewage discharge or overflow or privy vault shall be constructed, rebuilt, expanded or extended on any premises from which a public sewer is reasonably accessible.

(d)

Notification requirement for new discharges. Any person proposing a new discharge into the city sanitary sewer system or a substantial change in the volume or character of pollutants that are being discharged into the same system shall notify the superintendent at least forty-five (45) days prior to the proposed connection or change.

(Ord. of 12-10-84, Art. II, §§ 1—4; Ord. of 10-13-20)

- **Sec. 22-18. - Private sewage disposal; required, when.**

Where a public sanitary sewer is not available under the provisions of [section 22-17](#), the building sewer shall be connected to a private sewage disposal system complying with the provisions of [Chapter 22](#), Article III, of the city ordinances and all applicable provisions of the State of Connecticut Health Code.

(Ord. of 12-10-84, Art. III, § 1; Ord. of 10-13-20)

- **Sec. 22-19. - Design, construction, repair and maintenance of building sewers and connections.**

(a)

Unauthorized contact with sewers. No unauthorized person shall open the cover of, enter or alter any manhole, catch basin or similar appurtenance of any public sewer, put anything therein or interfere therewith. No person shall insert or place into any public sewer, drain, manhole or other appurtenance thereof any rubbish, unauthorized wastewater sludges, or any other material which said sewer, drain, manhole or other appurtenance thereof was not intended to receive. No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is part of the public sewer system of the City of Bristol.

(b)

Permit applications required to connect to public sewers:

(1)

Permit applications. No person shall make any connection to any public sewer of the city or appurtenance thereof, or to any pipe or appurtenance discharging therein, or remove or disconnect any existing connection thereto, except as provided in this article. Person(s) requesting to make a connection or modification to any public sewer connection shall first obtain an application for a permit from the superintendent.

(2)

Types of permits. There shall be two (2) classes of building sewer permits:

a.

For residential and commercial service; and

b.

For service to establishments producing industrial wastes.

In either case, the owner or their agent shall make application on a special form furnished by the city. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgement of the superintendent.

(c)

Issuance of permit. A permit to construct, repair or alter any building sewer or house connection under this section shall be issued to the licensed contractor only after an application has been submitted and before any work is performed. It shall state the location and character of the work to be performed thereunder; the person granted permission to perform such work; a time limit within which the work must be performed and at the expiration of which the privileges for construction under the permit shall terminate, and any other pertinent information or conditions. Permits shall not be transferable or assignable by the permittee. All completed applications and permits and a record of work performed under every permit issued thereupon shall be kept as permanent records of the sewer department.

(d)

Suspension/revocation of permit and/or state license:

(1)

Permit suspension/revocation. Should the superintendent find that any licensed drain layer has failed to conform to the requirements of this article and to the conditions of any permit, or that such drain layer has not been faithful in the performance of work or furnishing materials, the superintendent may suspend such permit until the next meeting of the sewer commission and shall report the matter to such meeting. Such suspended drain layer and any complainant in said matter shall be notified of such meeting and afforded an opportunity to be heard on the matter at that time. The sewer commission may then revoke such permit or may extend the suspension of such permit or may limit the activities of such drain layer.

(2)

License suspension/revocation. Should the superintendent find that any drain layer doing work governed by this article has failed to conform to the requirements of this article the superintendent may suspend work under any permit issued to such drain layer and recommend to the State of Connecticut that the drain layer's state license be suspended or revoked.

(e)

Separate connections for each building. Each independent house or building shall have a direct connection to the public sewer serving it, separate from any other building sewer serving any other house, building or structure. The sewer commission may permit variations of this requirement upon receipt of a written request to that effect from the owners of all the land in any way concerned. The city does not and will not assume any obligation or responsibility for damage caused by or resulting from any connection made through private easements. However, no building sewer shall be constructed from a building through a right-of-way or easement without the approval of the sewer commission.

(f)

Standard design and construction requirements:

(1)

General. The superintendent shall, from time to time, establish standard requirements or specifications to regulate the sizes, materials, methods and workmanship to be used in the construction of building sewers and connections and other similar work and appurtenances thereto connected or to discharge, directly or indirectly, to any public sewer of the city.

(2)

State and local codes. The requirements of state and local building and plumbing codes shall be observed with respect to piping and fixtures inside or immediately adjacent to buildings.

(3)

Size. Each building sewer from any house or building to any public sewer shall not be less than six (6) inches in diameter.

(4)

Installation. Building sewers and connections shall be laid to a true rate of grade of not less than one (1) foot per hundred (100) feet; shall have not less than three (3) feet of cover at all points; and no other pipe shall be installed within three (3) feet of the building connection; except that conditions may require exceptions as authorized by the superintendent. All building sewers and connections shall have a gravity back flow preventer. The size, type, installation and location shall be approved by the city plumbing inspector. The unit shall be installed to provide ready access for inspection, service and repair.

(5)

Costs. All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the property owner.

(g)

Location and nature of connections:

(1)