



BOARD OF WATER COMMISSIONERS
Regular Meeting Agenda
Tuesday, April 19, 2022 6:15 p.m.

Meeting will be held at the Bristol Water Filtration Plant, 1080 Terryville Avenue, Bristol, CT.

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Approval of the minutes of the March 15, 2022 Regular Board Meeting
5. Approval of the Department Reports for the Month of March 2022
6. Public Participation
7. Customer Correspondence
8. Committee Reports
9. Eversource Request for Access Agreement – City Owned Property Lot 67-31 Clark Ave & Lot 30-R4-1 Henry/Prospect Street
10. On-call Engineering RFQ
11. Investments
12. Activity Report – Weston & Sampson Engineering
13. Superintendent's Report
14. Chairperson's Report
15. Old Business
16. New Business
17. Adjournment

Next Meeting: Tuesday, May 17, 2022 at 6:15 pm

BOARD OF WATER COMMISSIONERS

MARCH 15, 2022 – REGULAR MEETING

PRESENT: Chairperson Dunn, Commissioners Suarez, Ferrier and Porrini; and Council Liaison Jacqueline Olsen.

STAFF PRESENT: Superintendent Robert Longo; Assistant Superintendents Lynch, Pagliaruli and Bolduc.

ABSENT: Commissioner Phelan.

1) CALL TO ORDER.

Chairman Dunn called the meeting of the Board of Sewer Commissioners held at the Water Treatment Plant, 1080 Terryville Avenue, to order at 6:19 p.m.

2) PLEDGE OF ALLEGIANCE.

3) MOMENT OF SILENCE.

4) APPROVAL OF THE MINUTES OF THE FEBRUARY 15, 2022 REGULAR BOARD MEETING.

On motion of Commissioner Ferrier and seconded, it was unanimously voted to approve the February 15, 2022 meeting minutes.

Motion passed.

5) APPROVAL OF THE DEPARTMENT REPORTS FOR THE MONTH OF FEBRUARY 2022.

On motion of Commissioner Suarez and seconded, it was unanimously voted to approve the February 2022 Department Reports.

Motion passed.

6) PUBLIC PARTICIPATION

None.

7) CUSTOMER CORRESPONDENCE.

83 Butternut Lane – Requested late fees be waived due to the Postal Service losing the first payment that was mailed on January 22, 2022.

On motion of Commissioner Ferrier and seconded, unanimously voted that no recourse be given on the \$6.39 penalty.

Motion passed.

924 Middle St. – Requested an adjustment due to a major leak. It was noted the leak occurred after the meter.

On motion of Commissioner Suarez and seconded, it was unanimously voted that no recourse will be given.

Motion passed.

215 West St. – Requested that a portion of their bill be forgiven due to a toilet leak.

On motion of Commissioner Suarez and seconded, it was unanimously voted to offer recourse in the form of a payment plan.

Motion passed.

8) COMMITTEE REPORTS

Budget Committee – No action.

9) BUDGET APPROVAL FOR FISCAL YEAR 2022-2023

Proposed budget for fiscal year 2002-2023 was presented.

On motion of Commissioner Suarez and seconded, it was unanimously voted to approve the Budget for Fiscal Year 2022-2023.

Motion passed.

10) ON-CALL ENGINEERING RFQ.

No action taken.

11) IMMANUEL EVANGELICAL LUTHERAN CHURCH INC. – EASTER SONRISE SERVICE.

Superintendent Longo noted an email was received from Howard Schmelder on behalf of Immanuel Lutheran Church, requesting to hold their Easter SonRise Service on the Bristol Water Department's Hill Street property. Included with the email was a Certificate of Liability Insurance.

On motion of Commissioner Ferrier and seconded, it was unanimously voted to allow Immanuel Evangelical Lutheran Church to hold their Easter SonRise Service on Bristol Water Departments Hill Street property.

Motion passed.

12) INVESTMENTS.

None.

13) ACTIVITY REPORT – WESTON & SAMPSON.

No action taken.

14) SUPERINTENDENT'S REPORT.

No action taken.

15) CHAIRPERSON'S REPORT.

No action taken.

16) OLD BUSINESS.

None.

17) NEW BUSINESS.

None.

18) ADJOURNMENT.

At 7:07 p.m., on motion of Commissioner Ferrier and seconded, it was unanimously voted to adjourn.

ATTEST: _____

Renee M. LaMarre

Water & Sewer Administrative Assistant

BRISTOL WATER DEPARTMENT

MARCH 2022

WATER BILLING

Water Bills rendered March 2022	<u>\$697,831.58</u>
Water Bills remaining unpaid as of March 2022	<u>\$291,823.95</u>

PRECIPITATION

For the Month	<u>3.06</u> "	Normal	<u>3.58</u> "	Departure from Normal	<u>-0.52</u> "
For the Year	<u>10.50</u> "	Normal	<u>9.80</u> "	Departure from Normal	<u>0.70</u> "

RESERVOIR CAPACITY

Total Available Capacity - March 2022	<u>1,260,380,000</u>	Gallons	<u>99%</u>
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PRODUCTION

Monthly Production - March 2022	<u>146,336,580</u>	Gallons
Monthly Production - March 2021	<u>142,251,700</u>	Gallons

CASH STATEMENT

BALANCE: MAR 1, 2022	3,541,763.47
REVENUE:	
ACCOUNTS RECEIVABLE	679,573.04
SERVICE ACCOUNTS	8,737.62
FINES	2,000.00
SEWER ACCOUNTS	623,186.43
LIENS	3,955.63
PENALTIES	10,786.74
REMOVE METER	100.00
CLOSING COSTS	6,975.00
REINSTATE FEES	3,875.00
ASSESSMENTS	512.45
ADMIN FEE/LIENS (WPC)	(1,100.00)
LAND LEASE	
CELL TOWER LEASE	19,986.82
SCRAP METAL SALES	
TIMBER SALES	
TRANSFER FROM GROVE/WOLCOTT	
TOTAL REVENUE:	1,358,588.73
TOTAL REVENUE SUPER NOW CHECKING ACCOUNT	1,358,588.73
DISBURSEMENTS (VOUCHERS):	624,088.08
TRANSFERS:	
SEWER TRANSFER (CASH OUT)	635,396.74
TRANSFER TO PROCUREMENT ACCOUNT	6,000.00
TRANSFER TO GOALS ENABLING	
ACCOUNT BALANCES:	
SUPER NOW CHECKING ACCOUNT	
BALANCE: MAR 31, 2022	3,634,867.38
GOALS ENABLING FUND	
BALANCE: MAR 31, 2022	5,373,061.09
GROVE/OLD WOLCOTT TANKS	
BALANCE: MAR 31, 2022	2,509.88
CONSTRUCTION ACCOUNT	
BALANCE: MAR 1, 2022	77,998.82
DEPOSIT	2,091.00
DISBURSEMENTS	-
BALANCE: MAR 31, 2022	80,089.82
PAYROLL CASH ACCOUNT	
BALANCE: MAR 1, 2022	59,505.35
DEPOSIT	331,251.27
DISBURSEMENTS	(221,570.26)
BALANCE: MAR 31, 2022	169,186.36

2021 2022 BRISTOL WATER DEPARTMENT BUDGET													
CLASSIFICATION	APPROVED BUDGET	EXPENDED JULY	EXPENDED AUGUST	EXPENDED SEPTEMBER	EXPENDED OCTOBER	EXPENDED NOVEMBER	EXPENDED DECEMBER	EXPENDED JANUARY	EXPENDED FEBRUARY	EXPENDED MARCH	EXPENDED TO DATE	%	TO DATE
2021 2022	2021 2022	2021 2022	2021 2022	2021 2022	2021 2022	2021 2022	2021 2022	2021 2022	2021 2022	2021 2022	2021 2022	2021 2022	2021 2022
Mar-22													
SALARIES	\$ 2,767,942.00	\$ 290,296.51	\$ 193,902.02	\$ 277,397.76	\$ 216,963.08	\$ 204,608.75	\$ 238,893.35	\$ 195,445.32	\$ 228,487.31	\$ 238,676.52	\$ 2,082,660.62	75.24%	
FRINGE BENEFITS	\$ 1,487,381.00	\$ 147,361.53	\$ 113,683.86	\$ 117,834.68	\$ 113,520.46	\$ 112,941.85	\$ 114,437.16	\$ 118,915.25	\$ 111,363.30	\$ 112,936.14	\$ 1,062,994.23	71.47%	
OPERATING SERVICES	\$ 2,714,572.00	\$ 666,688.08	\$ 133,752.11	\$ 142,208.23	\$ 100,718.88	\$ 61,249.38	\$ 123,856.84	\$ 377,995.92	\$ 296,027.80	\$ 139,320.38	\$ 2,041,817.62	75.22%	
MATERIALS & SUPPLIES	\$ 993,148.00	\$ 63,424.16	\$ 178,843.47	\$ 103,305.01	\$ 80,272.59	\$ 69,802.17	\$ 86,805.84	\$ 74,580.89	\$ 110,328.02	\$ 86,179.87	\$ 853,541.82	85.94%	
CAPITAL OUTLAY	\$ 1,219,378.00	\$ 0.00	\$ 31,767.86	\$ 1,425.00	\$ 11,650.00	\$ 28,247.32	\$ 4,124.85	\$ 40,938.26	\$ 4,218.52	\$ 33,587.60	\$ 155,959.41	12.79%	
GRAND TOTAL	\$ 9,182,421.00	\$ 1,167,770.28	\$ 651,949.32	\$ 642,170.68	\$ 523,115.01	\$ 476,849.47	\$ 566,118.04	\$ 807,875.44	\$ 750,424.95	\$ 610,700.51	\$ 6,196,973.70	67.49%	
OPERATING SERVICES													
LIGHT & POWER	\$ 406,394.00	\$ 242.03	\$ 43,915.19	\$ 24,050.26	\$ 50,902.53	\$ 460.49	\$ 29,746.94	\$ 42,254.58	\$ 17,796.35	\$ 61,783.51	\$ 271,151.88	66.72%	
TELEPHONE	\$ 16,900.00	\$ 1,582.25	\$ 1,500.16	\$ 1,432.18	\$ 1,396.59	\$ 1,487.37	\$ 1,487.52	\$ 1,358.65	\$ 731.37	\$ 3,985.52	\$ 14,961.61	88.53%	
POSTAGE	\$ 2,000.00	\$ 2,500.00	\$ 7,500.00	\$ 5,500.00	\$ 2,876.88	\$ 3,000.00	\$ 3,000.00	\$ 3,169.73	\$ 3,821.00	\$ 3,000.00	\$ 34,367.61	70.08%	
ADVERTISING	\$ 42,025.00	\$ 4,937.88	\$ 474.81	\$ 4,096.24	\$ 1,180.49	\$ 13,695.27	\$ 2,666.14	\$ 380.41	\$ 999.49	\$ 11,422.58	\$ 312.00	15.60%	
MAINTENANCE/SERVICE	\$ 16,027.00	\$ 1,346.81	\$ 1,113.00	\$ 69.00	\$ 1,346.61	\$ 463.00	\$ 1,271.10	\$ 1,346.81	\$ 1,602.00	\$ 1,271.10	\$ 6,582.03	41.07%	
LEASE	\$ 30,270.00	\$ 292,246.88	\$ 19,374.35	\$ 11,648.42	\$ 12,201.45	\$ 15,144.78	\$ 8,107.09	\$ 16,259.10	\$ 20,001.36	\$ 14,598.09	\$ 139,627.39	96.30%	
CONFERENCE & MEMBERSHIP	\$ 606,940.00	\$ 6,300.00	\$ 337.00	\$ 445.87	\$ 233.57	\$ 305.43	\$ 1,470.93	\$ 445.36	\$ 340.44	\$ 489.38	\$ 39,833.31	94.78%	
TAXES	\$ 241,575.00	\$ 6,570.00	\$ 13,418.39	\$ 46,023.33	\$ 16,721.82	\$ 19,950.77	\$ 69,230.04	\$ 6,466.91	\$ 206,857.52	\$ 3,622.61	\$ 382,582.31	67.69%	
PROFESSIONAL SERVICES	\$ 389,570.00	\$ 303,537.08	\$ 6,727.08	\$ 6,727.08	\$ 6,727.08	\$ 6,727.08	\$ 6,727.08	\$ 6,727.08	\$ 15,002.08	\$ 6,727.08	\$ 365,628.72	93.85%	
LIENS	\$ 10,800.00	\$ 10,800.00	\$ 10,800.00	\$ 10,800.00	\$ 10,800.00	\$ 10,800.00	\$ 10,800.00	\$ 10,800.00	\$ 10,800.00	\$ 10,800.00	\$ 10,800.00	50.00%	
MISCELLANEOUS	\$ 325,000.00	\$ 339,925.08	\$ 336,364.86	\$ 42,349.72	\$ 15.19	\$ 15.19	\$ 15.19	\$ 1,464.00	\$ 28,876.19	\$ 31,823.05	\$ 180,818.09	55.64%	
CONTRACTOR SERVICES	\$ 2,714,572.00	\$ 666,688.08	\$ 133,752.11	\$ 142,208.23	\$ 100,718.88	\$ 61,249.38	\$ 123,856.84	\$ 377,995.92	\$ 296,027.80	\$ 139,320.38	\$ 2,041,817.62	75.22%	
DEBT SERVICES													
SEWER USE FEE													
NEW BRITAIN AGREEMENT													
SUPPLIES AND MATERIALS													
MOTOR FUELS	\$ 41,065.00	\$ 3,112.24	\$ 3,062.89	\$ 2,648.65	\$ 3,033.68	\$ 2,648.65	\$ 3,033.68	\$ 2,648.65	\$ 3,033.68	\$ 2,648.65	\$ 23,900.33	58.20%	
OFFICE SUPPLIES	\$ 27,240.00	\$ 1,830.23	\$ 1,830.23	\$ 1,830.23	\$ 1,830.23	\$ 1,830.23	\$ 1,830.23	\$ 1,830.23	\$ 1,830.23	\$ 1,830.23	\$ 15,495.45	56.88%	
MAINTENANCE SUP & MATERIALS	\$ 357,000.00	\$ 11,843.59	\$ 66,927.39	\$ 53,959.67	\$ 30,559.93	\$ 27,577.76	\$ 44,932.84	\$ 35,575.02	\$ 72,541.23	\$ 20,460.80	\$ 364,378.23	102.07%	
MV PARTS & SUPPLIES	\$ 15,150.00	\$ 290.15	\$ 290.15	\$ 290.15	\$ 290.15	\$ 290.15	\$ 290.15	\$ 290.15	\$ 290.15	\$ 290.15	\$ 290.15	57.23%	
MV SERVICE & REPAIRS	\$ 44,000.00	\$ 6,270.39	\$ 6,270.39	\$ 6,270.39	\$ 6,270.39	\$ 6,270.39	\$ 6,270.39	\$ 6,270.39	\$ 6,270.39	\$ 6,270.39	\$ 6,270.39	90.10%	
FUEL OIL	\$ 31,607.00	\$ 9,595.50	\$ 35,873.55	\$ 4,936.25	\$ 15,733.85	\$ 19,282.91	\$ 13,328.78	\$ 8,353.48	\$ 5,349.45	\$ 3,749.40	\$ 20,816.34	65.86%	
CHEMICAL TREATMENT	\$ 195,163.00	\$ 41,886.22	\$ 64,539.52	\$ 36,413.56	\$ 27,038.24	\$ 14,926.58	\$ 14,926.58	\$ 1,680.86	\$ 17,662.93	\$ 2,364.94	\$ 159,198.66	81.57%	
INSURANCE	\$ 281,923.00	\$ 983,148.00	\$ 63,424.16	\$ 103,305.01	\$ 80,272.59	\$ 69,802.17	\$ 86,805.84	\$ 74,580.89	\$ 110,328.02	\$ 86,179.87	\$ 853,541.82	78.55%	
TOTAL SUPPLIES & MATERIALS													
CAPITAL OUTLAY													
CAPITAL EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CAPITAL OUTLAY	\$ 851,000.00	\$ 851,000.00	\$ 851,000.00	\$ 851,000.00	\$ 851,000.00	\$ 851,000.00	\$ 851,000.00	\$ 851,000.00	\$ 851,000.00	\$ 851,000.00	\$ 851,000.00	#DIV/0!	
MISC. UTILITY ASSETS	\$ 368,378.00	\$ 368,378.00	\$ 368,378.00	\$ 368,378.00	\$ 368,378.00	\$ 368,378.00	\$ 368,378.00	\$ 368,378.00	\$ 368,378.00	\$ 368,378.00	\$ 368,378.00	4.18%	
CAPITAL OUTLAY TOTAL	\$ 1,219,378.00	\$ 0.00	\$ 31,767.86	\$ 1,425.00	\$ 11,650.00	\$ 28,247.32	\$ 4,124.85	\$ 40,938.26	\$ 4,218.52	\$ 33,587.60	\$ 155,959.41	12.79%	
GRAND TOTAL	\$ 9,182,421.00	\$ 1,167,770.28	\$ 651,949.32	\$ 642,170.68	\$ 523,115.01	\$ 476,849.47	\$ 566,118.04	\$ 807,875.44	\$ 750,424.95	\$ 610,700.51	\$ 6,196,973.70	67.49%	

CITY OF BRISTOL WATER DEPARTMENT
CAPITAL OUTLAY BUDGET YEAR 2021-22[illegible]

2022 SHUT-OFFS BREAKDOWN

Still off to date for non-pay: (50)

MONTH/ DISTRICT	TERMINATION LETTERS SENT	DOOR HANGERS DELIVERED	# ACCTS. OUTSTANDING @ START OF SHUT-OFF DAY	# ACCTS. ACTUALLY SHUT-OFF THROUGHOUT SHUT-OFF DAY	# ACCTS. STILL OFF @ END OF SHUT-OFF DAY	# ACCTS. THAT REMAINED OFF @ END OF MONTH
JANUARY 03	386	283	27	17	9	4
FEBRUARY 01	319	233	31	19	5	2
MARCH 02	328	300	46	33	14	9
APRIL 03	464	303				
MAY 01						
JUNE 02						
JULY 03						
AUGUST 01						
SEPTEMBER 02						
OCTOBER 03						
NOVEMBER 01						
DECEMBER 02						

BEFORE RECEIVING A TERMINATION LETTER, THE CUSTOMER HAS RECEIVED THEIR ORIGINAL BILL PLUS A SECOND AND THIRD NOTICE.

Example: Invoiced 8/1, 2nd Notice 9/1, 3rd Notice 10/1. THE TERMINATION LETTER IS SENT APPROX. 1 WEEK AFTER 3RD NOTICE. DOOR HANGERS FOLLOW IN 1-2 WEEKS WITH SHUT-OFF DAY 1 WEEK LATER.



What are you looking for?

Current Monthly Summary

Current Month Payment Summary

Payment Type	Number Of Transactions	Total Paid
Credit/Debit Card	835	\$130,659.74
EFT (Check)	263	\$47,618.41
Online Bank Direct	280	\$36,041.38
PayPal	81	\$11,734.04
PayPal Credit	3	\$402.49
Venmo	3	\$438.44
Total	1465	\$226,894.50

Monthly Invoice Summary

Invoice Count
No records to display.

Paperless Statistics

Invoice Type	Paperless
Water	5412

Auto-Pay Statistics

Invoice Type	AutoPay
Water	2224

Customer Registration Statistics

Customer Count	Registered Count	Registered %
21432	9225	43.04

Pay By Text Registration Statistics

Customer Count	Registered Count	Registered %
3390	2628	77.52



City of Bristol
Office of Town and City Clerk
111 North Main Street
Bristol, Connecticut
(860)584-6200

July 15, 2021

Planning Commission
c/o Land Use Office
City Hall
111 North Main Street
Bristol, Connecticut 06010

Dear Members:

At a meeting of the City Council on July 13, 2021 it was voted to refer Eversource's request to obtain a permanent agreement to access City owned property identified as Lot 67-31 Clark Avenue and Lot 30-R4-1 Henry Street to the Real Estate Committee, Board of Public Works, Planning Commission and Board of Water Commissioners for review and comment.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Therese Pac".

Therese Pac, MCTC, MMC
Town and City Clerk



Department of Public Works | 860.584.6125

MEMORANDUM

DATE: July 1, 2021

TO: Mayor Ellen Zoppo-Sassu
City Council

FROM: Raymond A. Rogozinski, P.E., Director of Public Works

RE: Eversource Request for Access Agreement – City Owned Property
Lot 67-31 Clark Ave & Lot 30-R4-1

The Department of Public Works has received a request from Eversource Electric to acquire access onto City owned property identified at Lot 67-31 Clark Ave & Lot 30-R4-1 Henry Street for the purpose of maintaining electrical lines. The request includes the execution of a permanent easement, therefore the Department of Public Works recommends the following City Council Action:

Motion to refer Eversource's request to obtain a permanent agreement to access City owned property identified as Lot 67-31 Clark Ave and Lot 30-R4-1 Henry Street to the City Council Real Estate Committee, Board of Public Works, Planning Commission and Water Board for review and comment.

A copy of the proposed agreement including a map indicating the location of said property/access is attached.

Please feel free to contact me with any question/concerns at 860-584-6113.

Return application and payment to:

City of Bristol
Public Work Department
111 North Main Street
Bristol, CT 06010
www.bristolct.gov

Presented at Council Meeting

7/13/21

Adopted

Ordered Filed

Referred to

J. P. [Signature]

6/8/2021

Ellen Zoppo-Sassu, Mayor
City of Bristol
111 North Main Street
Bristol, CT 06010

CT-435

Re: Side Letter Agreement - Permanent Access Road Easement to The Connecticut Light and Power Company
d/b/a Eversource Energy
Clark Avenue, Bristol, CT
Real Estate Project Map 0-51.077/ Line 1810

Dear Ms. Zoppo-Sassu:

You hereby acknowledge as the undersigned that the City of Bristol is the owner of record of the above-captioned property. Accordingly, as Mayor, you have agreed to grant The Connecticut Light and Power Company d/b/a Eversource Energy, (the "Grantee") together with its successors and assigns (also collectively referred to as the "Grantee"), a permanent access road easement in the form attached hereto as Attachment 1 (the "Easement"), which will provide the Grantee unrestricted access to its existing right-of-way ("ROW") located upon the above-referenced property.

You and the Grantee do hereby agree to the following:

- 1 The Grantee has agreed, contingent on its receipt of fully executed original Permanent Access Easement and Subordination Agreement(s) (if required), in form attached hereto as Attachment 2, from any and all mortgage loan lenders and any other lienholders over the property, to compensate you for the grant of the Easement via payment in the amount of One Thousand and 00/100 Dollars (\$1,000.00) payable within two weeks following execution and delivery of the Easement and delivery of any and all required fully executed Subordination Agreement(s).
- 2 This letter is personal to the City of Bristol, and must not be recorded in any land records or assigned or transferred without prior written approval of the Grantee, which approval the Grantee may grant or deny in its sole discretion. If any of the aforementioned occurs without such written approval, then the stipulation(s) and the Grantee's obligations set forth herein shall immediately become void.
- 3 Nothing herein shall amend the easement(s) to be granted by the City of Bristol to the Grantee. The rights and obligations contained herein are contractual in nature, and will not "run with the land."
- 4 The City of Bristol agrees not to assert any claims to terminate, modify or otherwise change the Easement, or a portion of the Easement, by adverse possession, adverse use, or prescription.
- 5 The City of Bristol agrees that the Grantee shall have the rights, prior to closing of this easement transaction, and at the Grantee's sole cost and expense, to conduct the following activities on or with respect to your property: (a) an examination of the title to the property to verify the City's ownership and rights to grant the Easement, to identify the existence of such mortgages, liens and other encumbrances as shall require subordination, and to determine such other title matters as Grantee may desire, (b) a survey of your property by a licensed land surveyor to support the preparation of an easement plan, with legal description, sufficient for description of the permanent access road easement to be granted by the City in the Easement, and in recordable form suitable for recording with the Easement if desired by Grantee, and (c) a due diligence inspection and investigation of the property for the purposes of determining its environmental, geo-technical and other conditions as deemed relevant by or important to the Grantee for the purpose of accepting the grant of the Easement on the property. Once this letter

is signed, the City agrees that Grantee, and its duly authorized agents, contractors and consultants, shall have access to the property to carry out the foregoing activities as needed, and upon giving you advance 24-hour notice of intended entry by telephone, email or other acceptable means. Grantee agrees to be entirely responsible for all actions of its agents, contractors and consultants on the property, and to repair or restore as needed any damage to your property caused by their actions at Grantee's sole cost and expense.

- 6 The closing of this easement transaction shall be scheduled with you or your representative once all of Grantee's activities as outlined above have been completed to Grantee's satisfaction, or waived at to any of them as Grantee may choose, and once all needed executed Subordination Agreements have been received.
- 7 The Grantor grants Grantee a temporary license to utilize the proposed access road for ingress to and egress from Grantee's right of way easement for its electric line facilities for a period not to exceed six (6) months.

Please acknowledge your acceptance of the above terms and conditions by signing one copy of this as the original version and returning that signed version to:

Craig Peterson
Cornerstone Energy Services, Inc.
158 Webster Square Rd.
Berlin, CT 06037

Very truly yours,

Craig Peterson, Cornerstone Energy Services, Inc.,
Duly Authorized Agent for The Connecticut Light and Power
Company d/b/a Eversource Energy

Acknowledged and Agreed to:

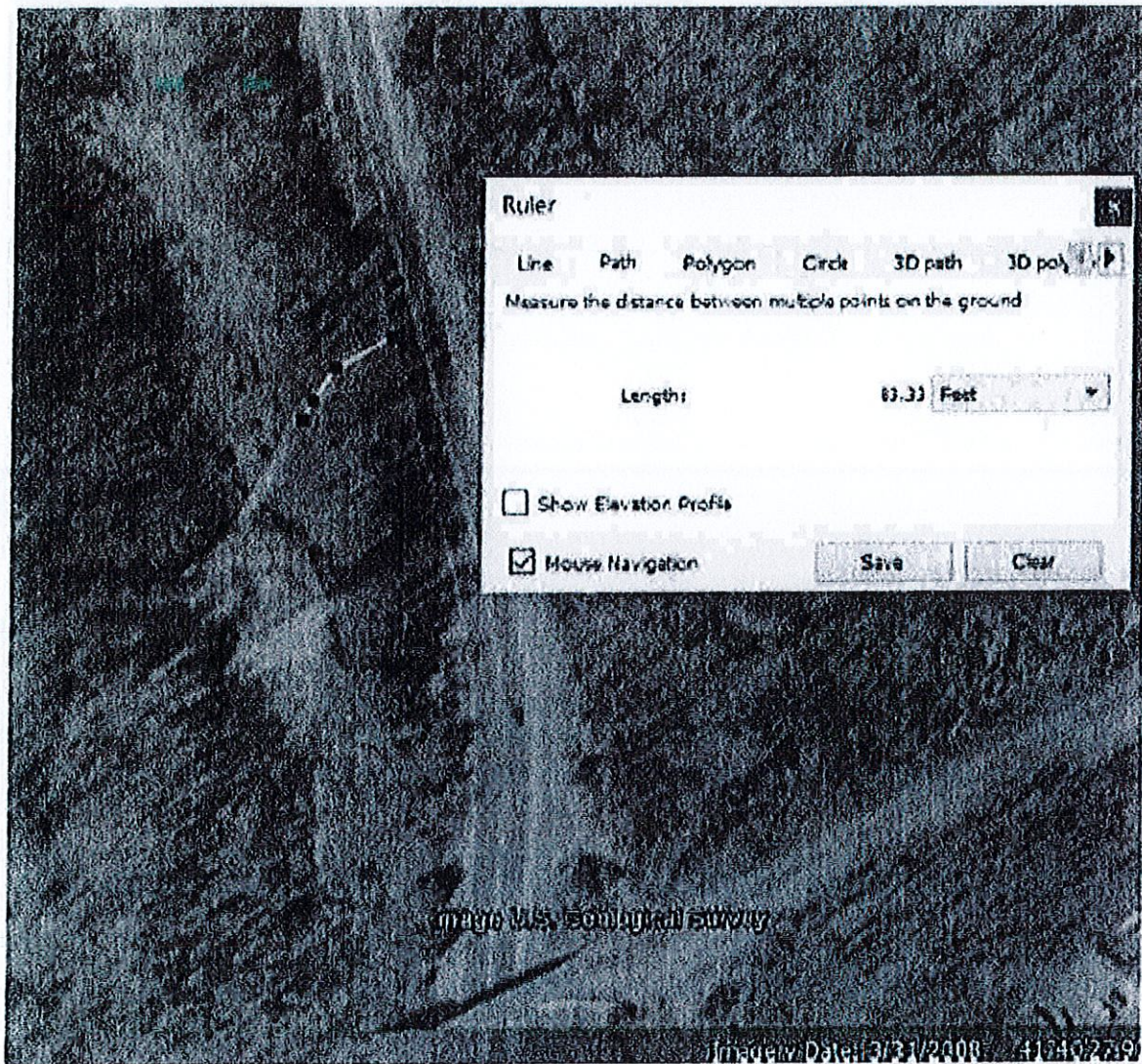
City of Bristol

Date _____

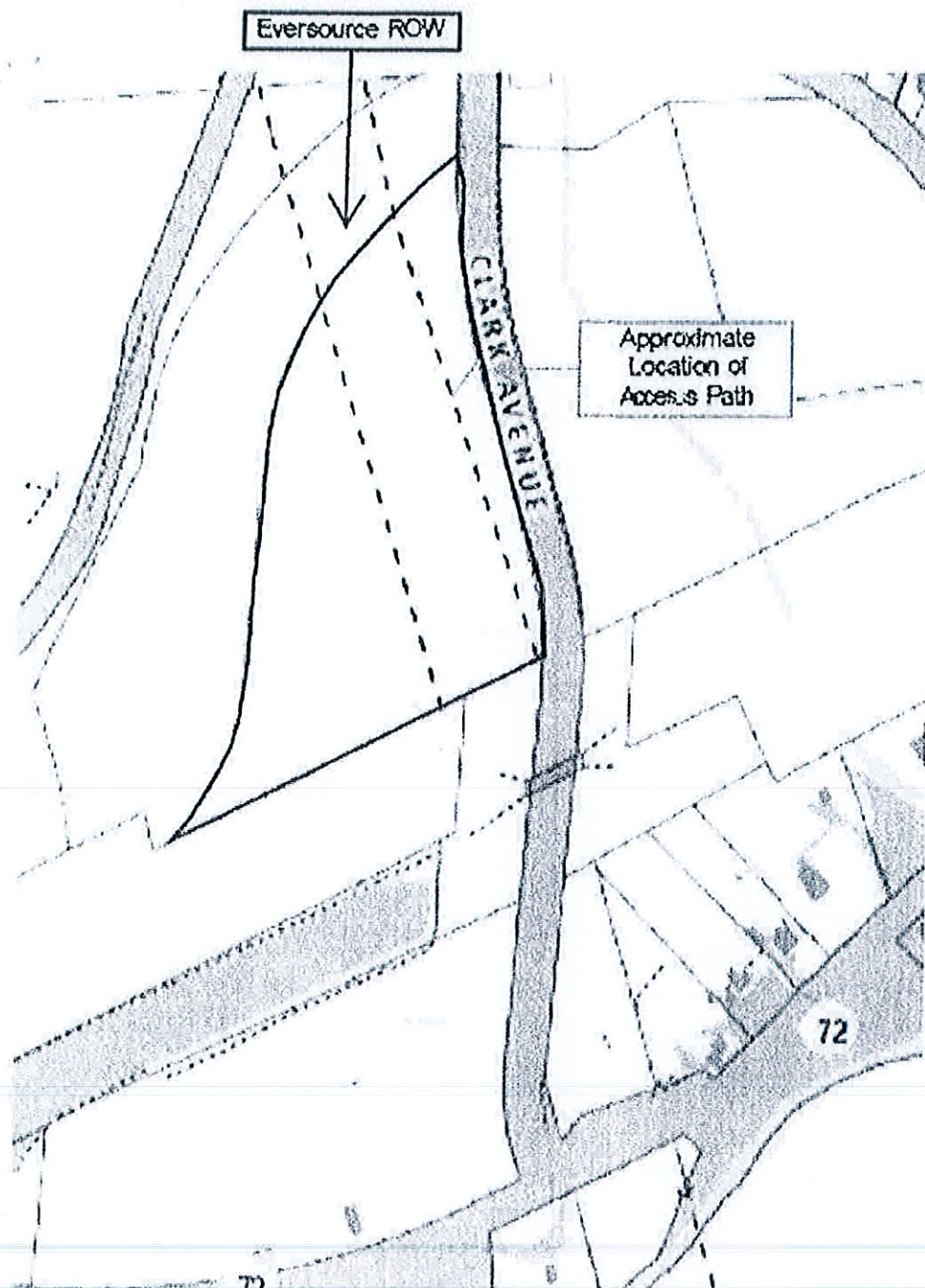
By: _____
Ellen Zoppo-Sassu

Its: Mayor _____

Attachment 1

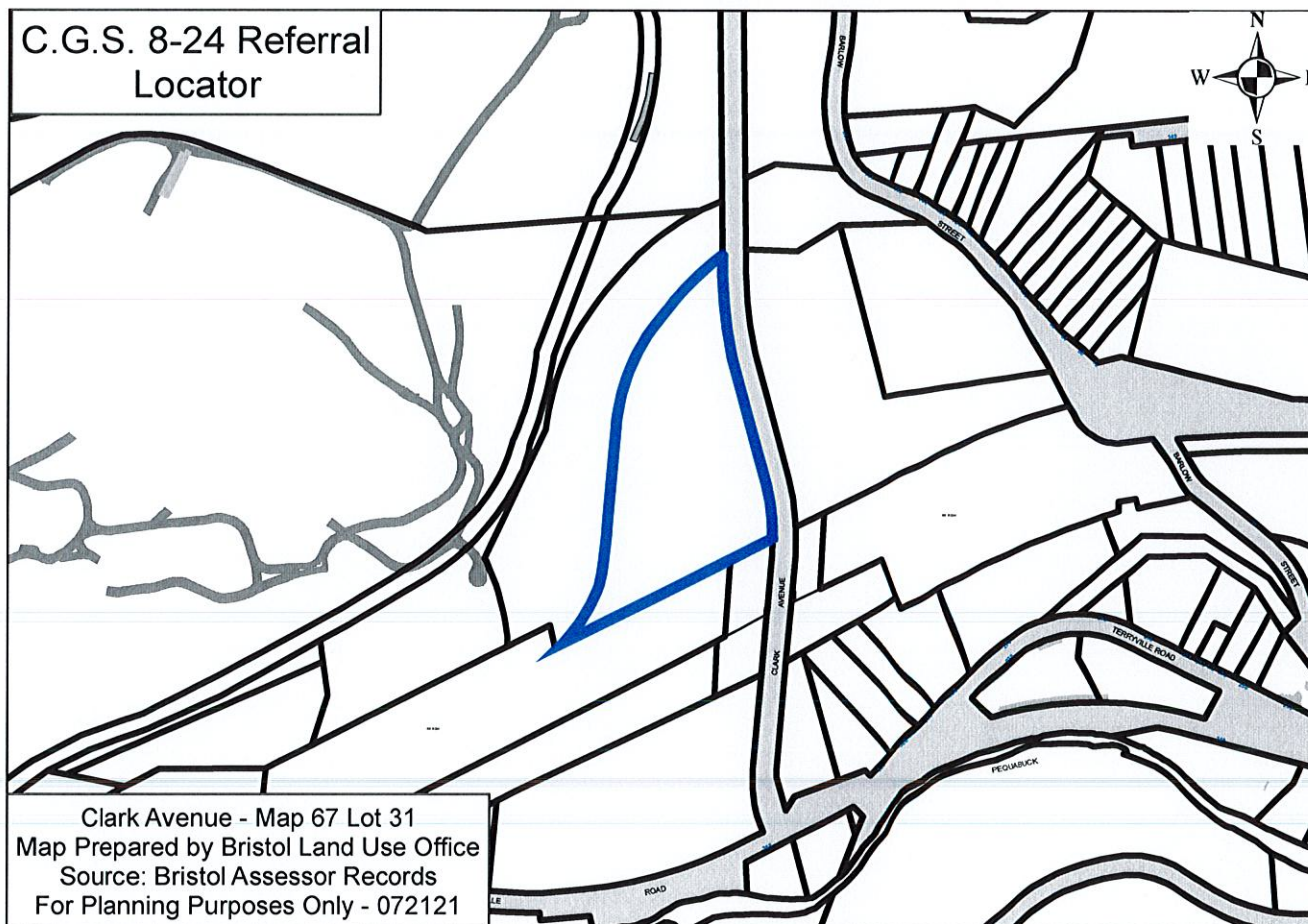


CT-435 GE Path Measure

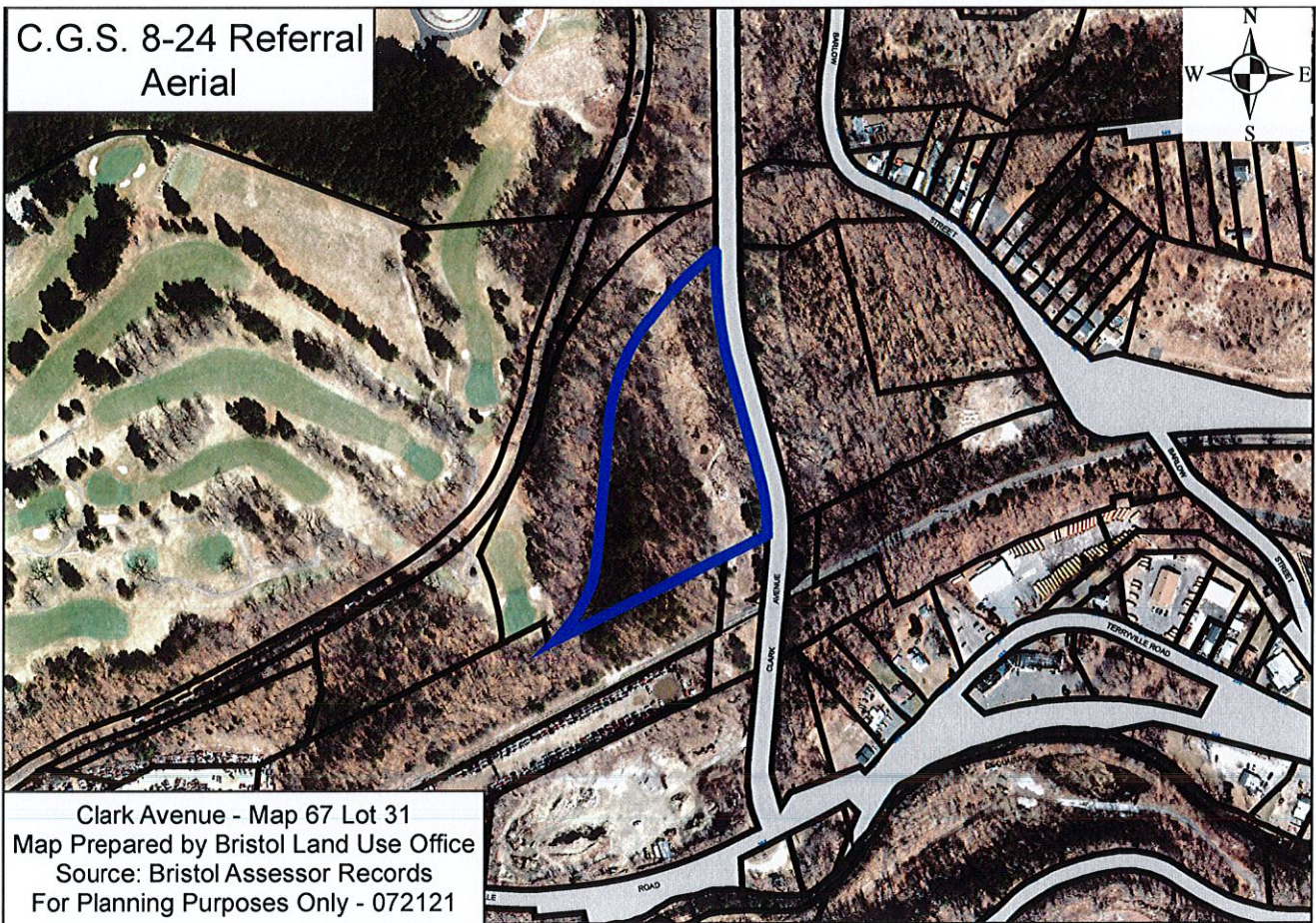


CT435 Tax MapINRED

C.G.S. 8-24 Referral
Locator

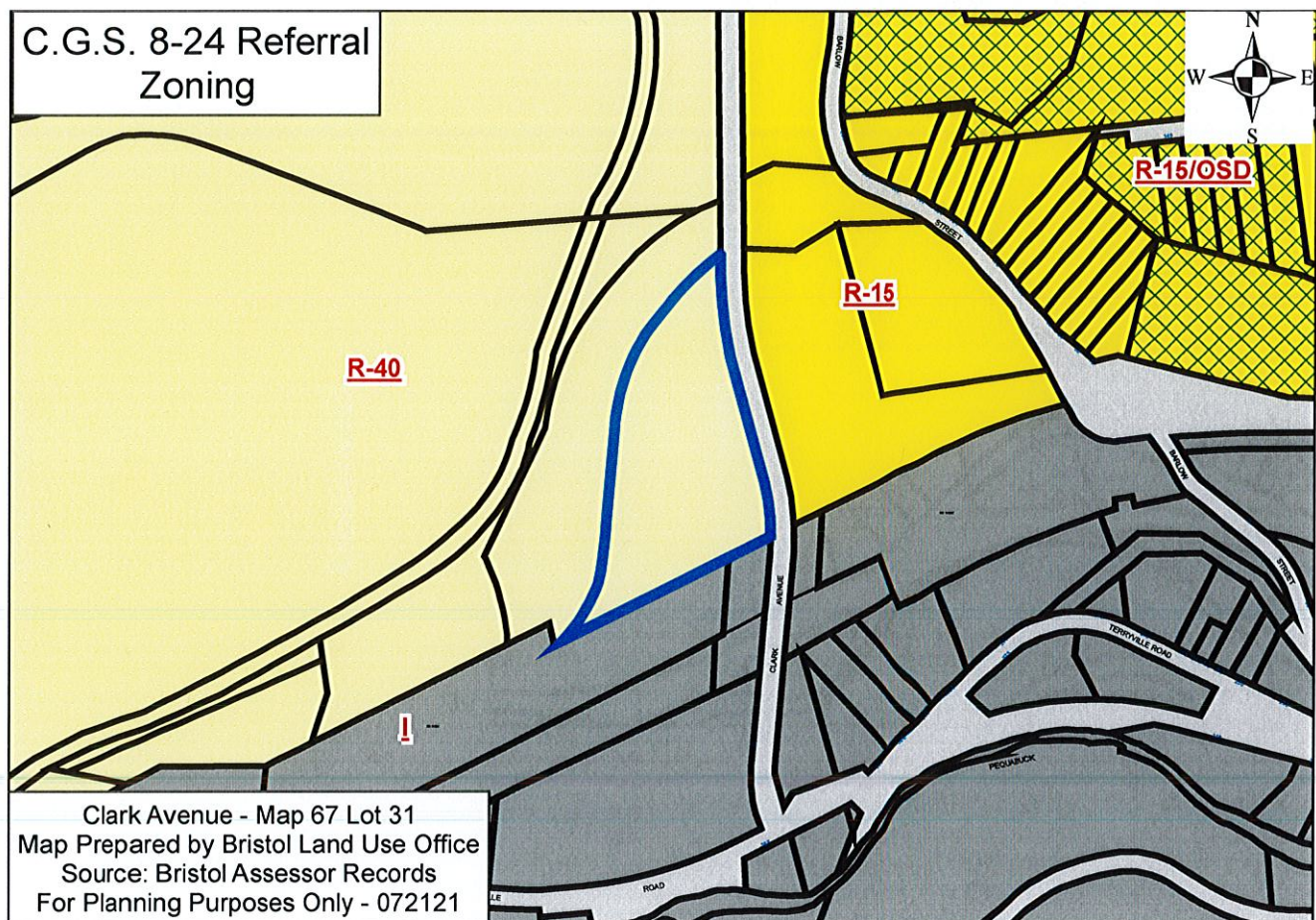


C.G.S. 8-24 Referral
Aerial



Clark Avenue - Map 67 Lot 31
Map Prepared by Bristol Land Use Office
Source: Bristol Assessor Records
For Planning Purposes Only - 072121

C.G.S. 8-24 Referral
Zoning

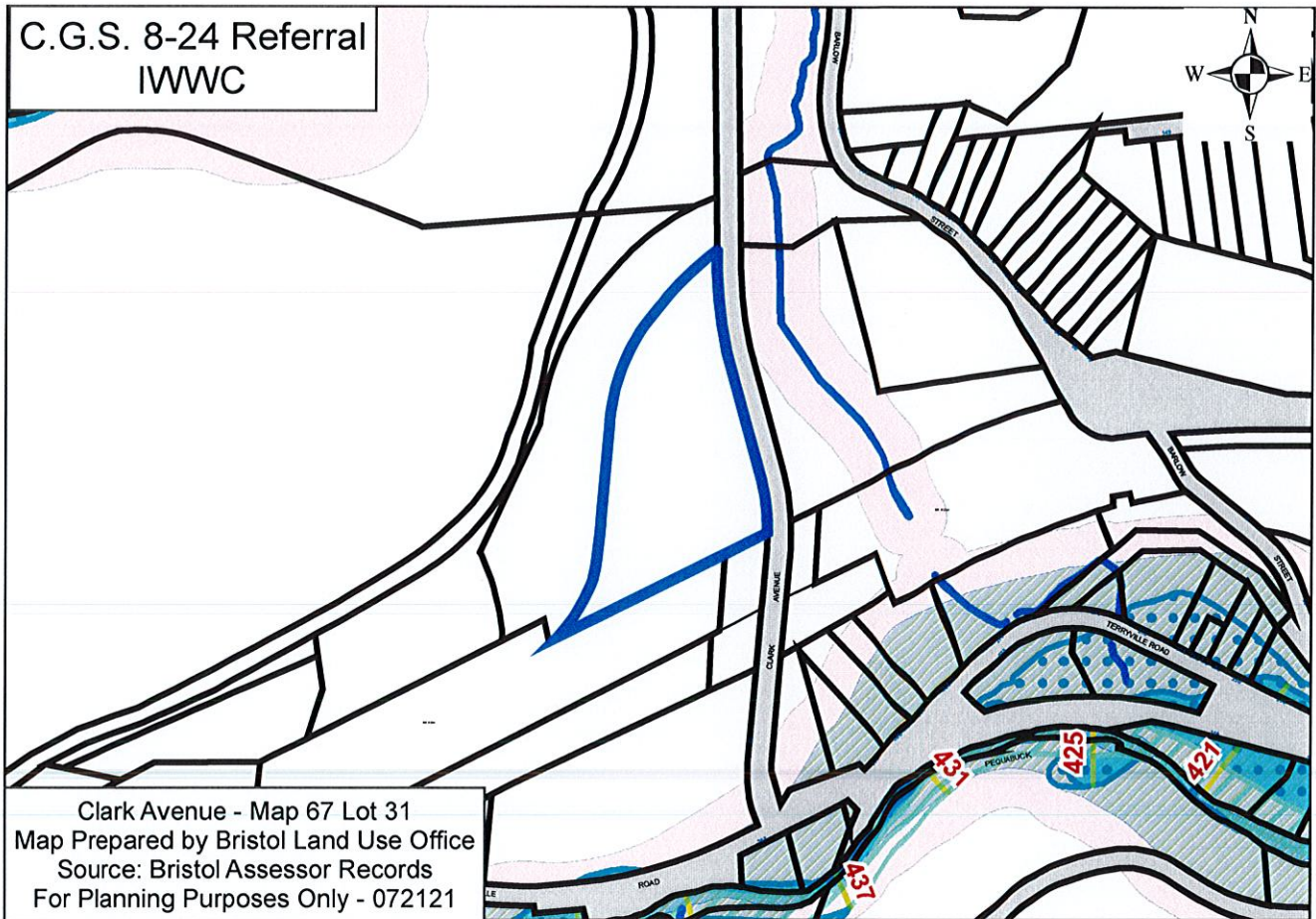


Clark Avenue - Map 67 Lot 31
Map Prepared by Bristol Land Use Office
Source: Bristol Assessor Records
For Planning Purposes Only - 072121

C.G.S. 8-24 Referral
IWWC



Clark Avenue - Map 67 Lot 31
Map Prepared by Bristol Land Use Office
Source: Bristol Assessor Records
For Planning Purposes Only - 072121



6/8/2021

Ellen Zoppo-Sassu, Mayor
City of Bristol
111 North Main Street
Bristol, CT 06010

CT-437

Re: Side Letter Agreement - Permanent Access Road Easement to The Connecticut Light and Power Company
d/b/a Eversource Energy
Prospect Street, Bristol, CT
Real Estate Project Map 0-51.256/ Lines 1810 & 1825

Dear Ms. Zoppo-Sassu:

You hereby acknowledge as the undersigned that the City of Bristol is the owner of record of the above-captioned property. Accordingly, as Mayor, you have agreed to grant The Connecticut Light and Power Company d/b/a Eversource Energy, (the "Grantee") together with its successors and assigns (also collectively referred to as the "Grantee"), a permanent access road easement in the form attached hereto as Attachment 1 (the "Easement"), which will provide the Grantee unrestricted access to its existing right-of-way ("ROW") located upon the above-referenced property.

You and the Grantee do hereby agree to the following:

- 1 The Grantee has agreed, contingent on its receipt of fully executed original Permanent Access Easement and Subordination Agreement(s) (if required), in form attached hereto as Attachment 2, from any and all mortgage loan lenders and any other lienholders over the property, to compensate you for the grant of the Easement via payment in the amount of One Thousand and 00/100 Dollars (\$ 1,000.00) payable within two weeks following execution and delivery of the Easement and delivery of any and all required fully executed Subordination Agreement(s).
- 2 This letter is personal to the City of Bristol, and must not be recorded in any land records or assigned or transferred without prior written approval of the Grantee, which approval the Grantee may grant or deny in its sole discretion. If any of the aforementioned occurs without such written approval, then the stipulation(s) and the Grantee's obligations set forth herein shall immediately become void.
- 3 Nothing herein shall amend the easement(s) to be granted by the City of Bristol to the Grantee. The rights and obligations contained herein are contractual in nature, and will not "run with the land."
- 4 The City of Bristol agrees not to assert any claims to terminate, modify or otherwise change the Easement, or a portion of the Easement, by adverse possession, adverse use, or prescription.
- 5 The City of Bristol agrees that the Grantee shall have the rights, prior to closing of this easement transaction, and at the Grantee's sole cost and expense, to conduct the following activities on or with respect to your property: (a) an examination of the title to the property to verify the City's ownership and rights to grant the Easement, to identify the existence of such mortgages, liens and other encumbrances as shall require subordination, and to determine such other title matters as Grantee may desire, (b) a survey of your property by a licensed land surveyor to support the preparation of an easement plan, with legal description, sufficient for description of the permanent access road easement to be granted by the City in the Easement, and in recordable form suitable for recording with the Easement if desired by Grantee, and (c) a due diligence inspection and investigation of the property for the purposes of determining its environmental, geo-technical and other conditions as deemed relevant by or important to the Grantee for the purpose of accepting the grant of the Easement on the property. Once this letter

is signed, the City agrees that Grantee, and its duly authorized agents, contractors and consultants, shall have access to the property to carry out the foregoing activities as needed, and upon giving you advance 24 hour notice of intended entry by telephone, email or other acceptable means. Grantee agrees to be entirely responsible for all actions of its agents, contractors and consultants on the property, and to repair or restore as needed any damage to your property caused by their actions at Grantee's sole cost and expense.

- 6 The closing of this easement transaction shall be scheduled with you or your representative once all of Grantee's activities as outlined above have been completed to Grantee's satisfaction, or waived at to any of them as Grantee may choose, and once all needed executed Subordination Agreements have been received.
- 7 The Grantor grants Grantee a temporary license to utilize the proposed access road for ingress to and egress from Grantee's right of way easement for its electric line facilities for a period not to exceed six (6) months.

Please acknowledge your acceptance of the above terms and conditions by signing one copy of this as the original version and returning that signed version to:

Craig Peterson
Cornerstone Energy Services, Inc.
158 Webster Square Rd.
Berlin, CT 06037

Very truly yours,

Craig Peterson, Cornerstone Energy Services, Inc.,
Duly Authorized Agent for The Connecticut Light and Power
Company d/b/a Eversource Energy

Acknowledged and Agreed to:

City of Bristol

Date _____

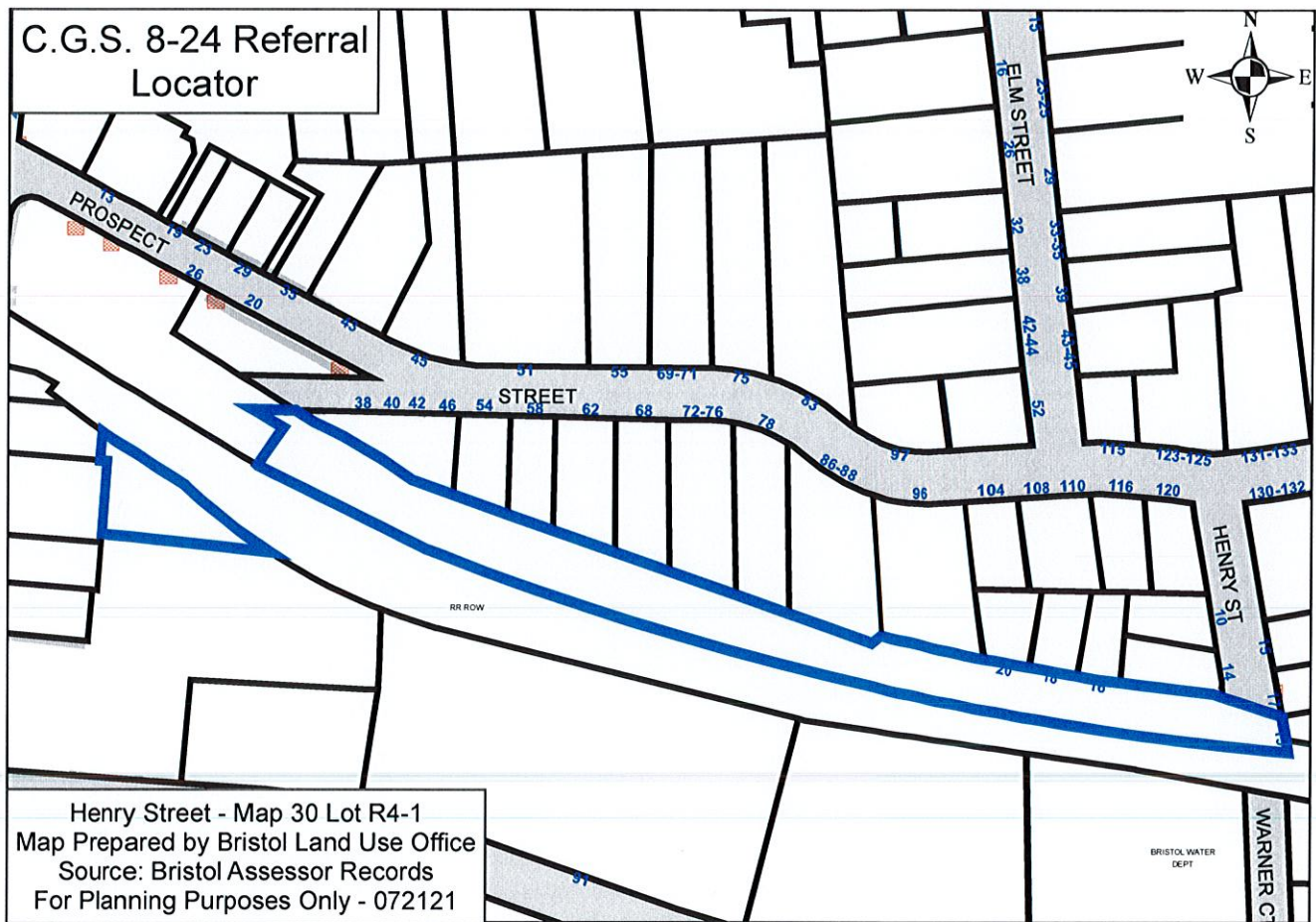
By: _____
Ellen Zoppo-Sassu

Its: Mayor _____

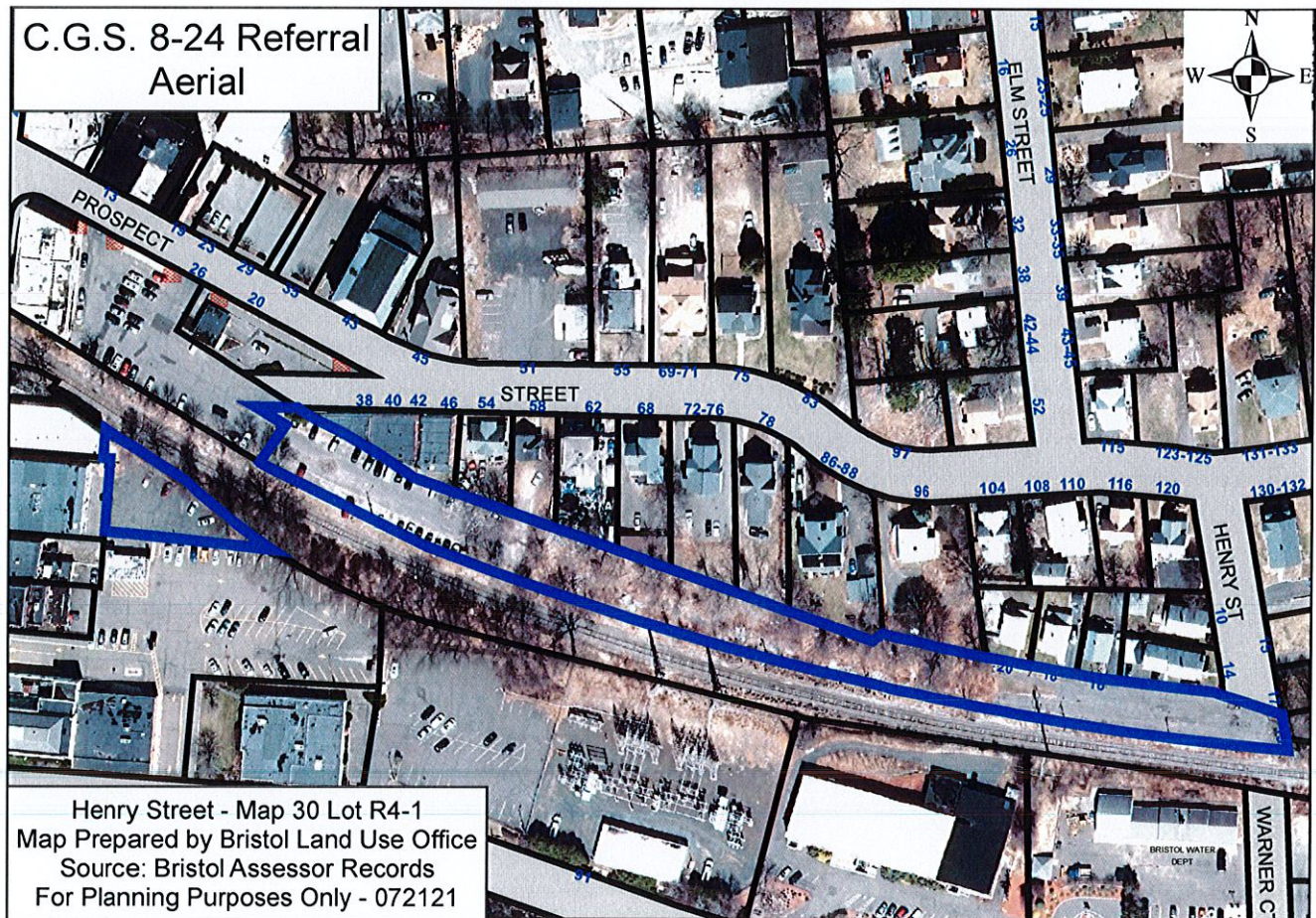
Attachment 1



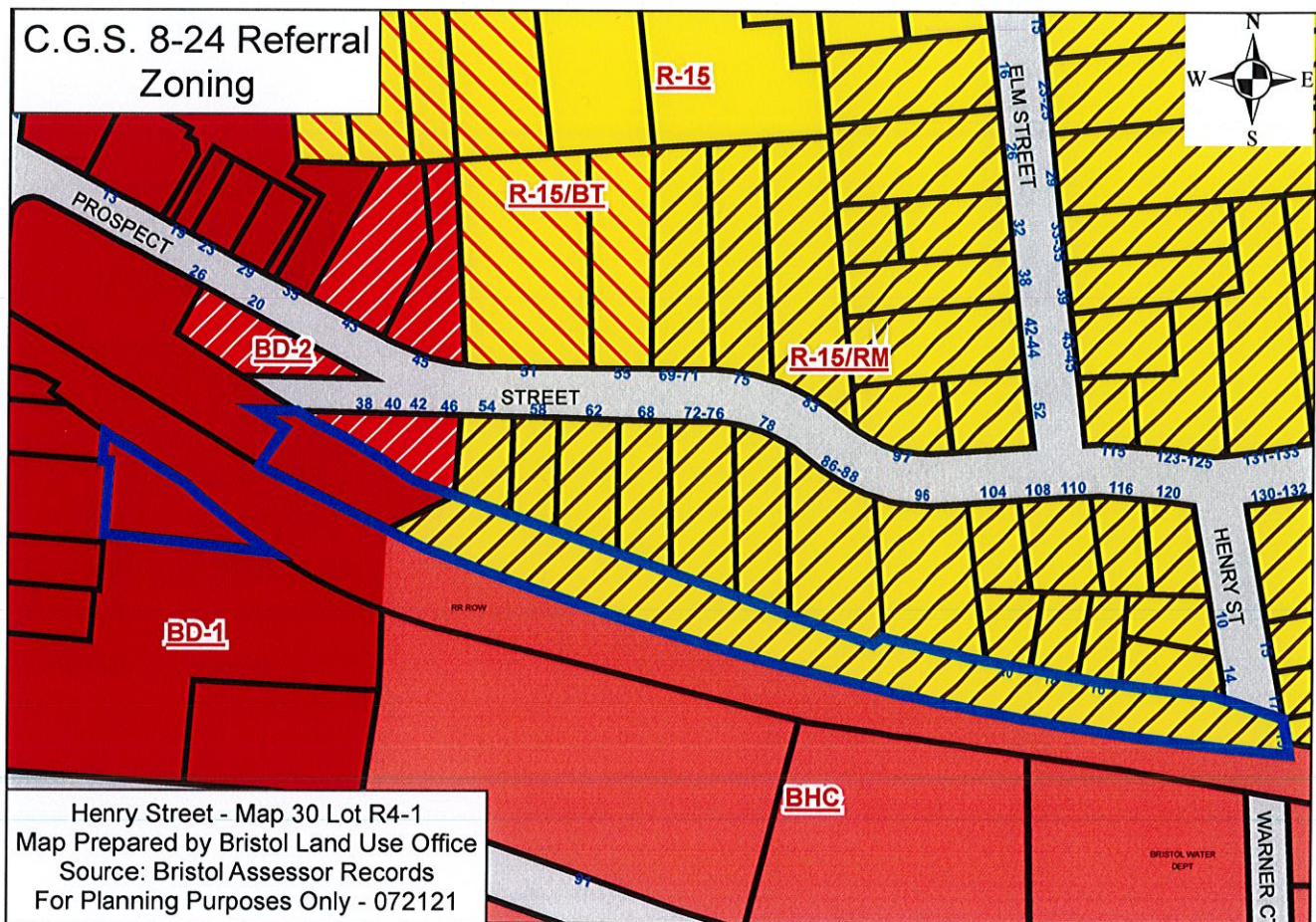
C.G.S. 8-24 Referral
Locator

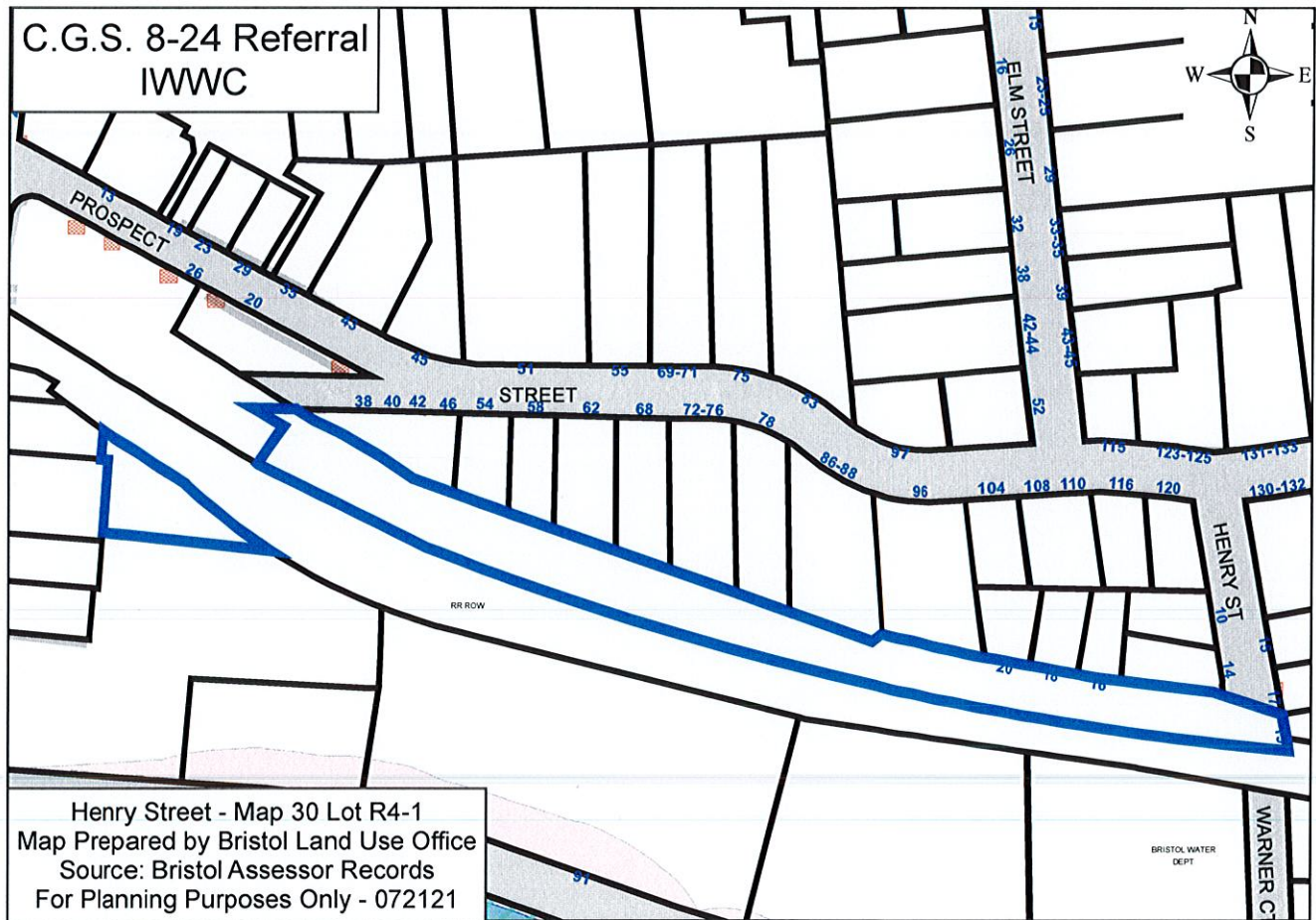


C.G.S. 8-24 Referral
Aerial



Henry Street - Map 30 Lot R4-1
Map Prepared by Bristol Land Use Office
Source: Bristol Assessor Records
For Planning Purposes Only - 072121





TEMPORARY ACCESS PERMIT

We, the City of Bristol, for the agreements set forth below and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby permit and license the Connecticut Light and Power Company d/b/a Eversource Energy a specially chartered Connecticut corporation having its office in Berlin, Connecticut ("CL&P"), the right, privilege and authority for CL&P, its agents, employees and contractors, to pass and repass with vehicles and equipment over and across a strip of land of varied width (the "Temporary Access Area"), as more particularly shown on the attached Exhibit A, over the property located at Prospect Street, Bristol, CT, (Mblu 30-R4-1) to provide CL&P access to its electric transmission facilities for Construction or Maintenance work.

CL&P shall have the right to cut and remove trees, brush, rocks, and other obstructions within the Temporary Access Area and to fill depressions or roughly grade the surface of the Temporary Access Area for the purpose of exercising the rights herein.

If the Temporary Access Area is disturbed or damaged due to the Project's construction activity, CL&P agrees to restore said Temporary Access Area to a condition substantially the same as that which existed prior to said construction. Restoration shall include final grading where necessary and any repairs to paved driveway caused by the Project's construction activity.

Said Temporary Access Area being a portion of that tract described in a deed recorded in Volume 313 Page 65 and Page 70 of the Bristol, CT land records.

This Temporary Access Permit shall terminate ten (10) years after the execution date below. It is understood by both parties that no electric transmission facilities shall be constructed on the Temporary Access Area.

The above-referenced consideration is full compensation for all damages on the above described Temporary Access Area resulting from CL&P's use thereof. CL&P shall leave the Temporary Access Area in a neat and orderly condition upon completion of CL&P's activities.

City of Bristol

By: _____
Signature

(Witness)

Printed Name

Its: _____

Date

Exhibit A



CT DOT 017-0187 Rt 72 @ Rt 69
Project Status Update
ENG21-1357
4/6/2022

1. Work Completed During Previous Period:

- a. Project meetings to discuss conflict resolutions.
- b. Submitted design drawings and technical specifications to the city for review.
- c. Incorporated review comments and submitted design drawings and specification to the DOT on 2/8/2022.
- d. Incorporated review comments and submitted design drawings and specification to the DOT on 2/15/2022, 2/23/2022 and again on 2/28/2022.
- e. Incorporated review comments and submitted design drawings and specification to the DOT on 3/14/2022, 3/18/2022 and again on 3/24/2022.

2. Budget: Design / Bid / Construction

- | | |
|----------------------|-------------|
| a. Contract Budget: | \$28,250.00 |
| b. Current Invoice: | \$8,425.00 |
| c. Billed to Date: | \$28,412.50 |
| d. Payment Received: | \$8,750.00 |
| e. Fee Remaining: | \$0 |