

4. Correspondence:

c. 1031 Boston Turnpike, Bolton. Exempt Sewer charges until it is rented.

No action was taken.

5. New Business:

Information section, no action was taken.

6. Pending Business:

b. 2023 meeting dates and Budget Process.

Motion: I move the BLRWPCA Board decided that in 2023, the meetings will happen on the last Wednesday of every other month.

January 25, 2023
March 29, 2023
May 31, 2023
July 26, 2023
September 27, 2023
November 29, 2023

By: D. Champagne 2nd: R. Hayes

Vote: Yes: Dan Champagne, R. Hayes, R. Morra and Jim Rupert.

No: None

Abstain: None.

c. Executive Session for Legal Matter Regarding Drainage at Shady Glen.

No discussion.

7. Additional Matters & Other Business.

No discussion.

8. Adjournment.

R. Morra adjourned the meeting at 8:46 p.m.

Respectfully Submitted,
Suellen Kamara

Please see minutes of subsequent meetings for corrections to these Minutes and any corrections hereto.

**BOLTON LAKES REGIONAL WATER POLLUTION CONTROL AUTHORITY
GRINDER PUMP EASEMENT AGREEMENT**

THIS AGREEMENT (the "Agreement"), made this 22 day of December, 2022, by and between the Bolton Lakes Regional Water Pollution Control Authority, a regional water pollution authority created, organized and existing in accordance with the provisions of Connecticut General Statutes §§ 22a-500 - 22a-519, inclusive, with a principal office at 222 Bolton Center Road, Bolton, Connecticut 06043, hereinafter referred to as the "AUTHORITY", and the following property owner, hereinafter referred to as the "OWNER", with respect to the premises (the "Premises") described below:

Stephanie Krar + Kyle Marsh

9 Beechwood Rd.

77 Piekarz Rd.

Vernon-Beckville, CT 06066
(Premises address)

Colchester, CT 06415
(Owner's name and address)

v. 2684 pg. 110
(Volume and page)

WITNESSETH: The OWNER, for the consideration of One Dollar (\$1.00) and other valuable considerations received to its full satisfaction of the AUTHORITY, does hereby give, grant, bargain, sell and confirm unto the AUTHORITY, its successors and assigns forever, a permanent easement to lay, install, maintain, operate, construct, use, alter, repair and replace on the Premises a sewage grinder pump and service connection from the grinder pump to the sewer in the street abutting the Premises, with all necessary appurtenances on the Premises related thereto (collectively, the "grinder pump facility"), and to enter the Premises to maintain the grinder pump facility, all in the area (the "Easement Area") shown and designated on the map or plan attached hereto as Figure No. 1, dated December 2022 (the "Easement Map") and agrees with the AUTHORITY that:

1. The location or proposed location of the grinder pump and service connection pipe in, on and under the Premises of the OWNER, in the Easement Area as shown on the Easement Map, is hereby approved by the OWNER. If reasonably required by the AUTHORITY, the exact placement of the Easement Area may be changed or altered, in whole or in part, and in such event, a supplement to this Agreement reflecting such change or alteration shall be executed by the AUTHORITY and the OWNER.
2. Ownership of the grinder pump facility shall be and remain in the AUTHORITY, and the OWNER shall have no title thereto or interest therein.
3. No structures, improvements, trees or bushes, which might, in the AUTHORITY'S reasonable opinion, interfere with the grinder pump facility and the proper operation thereof shall be permitted or hereafter placed or installed by OWNER within the Easement Area and the AUTHORITY shall have the right to remove any such structures, improvements, trees or bushes.

4. The OWNER hereby agrees to adhere to the maintenance instructions regarding the grinder pump facility and shall promptly notify the AUTHORITY, in writing or by other means of communication acceptable to the AUTHORITY, of any indication that inspection or repair thereof is necessary. Following such notice the AUTHORITY shall make any necessary repairs. The AUTHORITY shall not be responsible for repair or maintenance of wiring or plumbing not a part of the grinder pump facility nor for any repairs made necessary by the fault of the OWNER, any member of the OWNER's household or any tenant or licensee of the OWNER. OWNER hereby acknowledges receipt of the AUTHORITY'S maintenance instructions for the grinder pump facility.
5. The AUTHORITY, acting through its officers, agents, employees, or parties contracted to it, shall have the right of access to the Easement Area at all reasonable times for the purpose of inspecting, maintaining, replacing, and/or removing the grinder pump facility, but the existence of such right shall impose no duty upon the AUTHORITY to inspect, maintain or repair the grinder pump facility except after notification, as set forth above. Except in an emergency, the AUTHORITY will notify the property Owner before entering the Easement Area.
6. The OWNER shall pay the electricity cost for the grinder pump operation, but all necessary repairs shall be made at the expense of the AUTHORITY unless the necessity therefor has been caused by the fault of the OWNER, any member of the OWNER's household, or any tenant or licensee of the OWNER, in which event repairs shall be at the expense of the OWNER.
7. The OWNER hereby waives, and agrees to indemnify and save the AUTHORITY harmless from all claims for any injuries or damages to person or property arising out of the installation, operation or use of the grinder pump and its appurtenances, and not caused solely by the negligence of the AUTHORITY or its officers, employees, agents, servants or independent contractors.
8. The OWNER shall not permit the removal, relocation, tampering with, adjustment or repairing of the grinder pump facility, or any part thereof, except by the AUTHORITY, or cause or permit the introduction of wood, metal or other hard objects into the grinder pump facility.
9. The OWNER shall notify the AUTHORITY, in writing, of any sale or transfer of the premises, and shall notify any prospective purchaser or tenant that title to the grinder pump facility is in the AUTHORITY. In addition, the OWNER agrees and acknowledges that this Agreement shall be recorded on the Land Records of the Town in which the Premises is located.
10. This Agreement shall be binding upon and inure to the benefit of the OWNER, and its and/or their heirs, executors, administrators and assigns, and of the AUTHORITY, its successors and assigns without the necessity of said assignee, etc. executing an amendment hereto.
11. The OWNER shall not utilize the grinder pump facility until notified in writing by the AUTHORITY that the OWNER may commence such use.

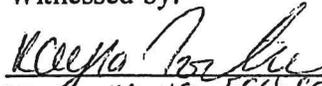
12. This Agreement shall remain in full force and effect for as long as the Premises on which the grinder pump facility is located are served by the Authority's sewerage system, unless the AUTHORITY earlier determines that continued maintenance of the grinder pump facility on the Premises is no longer necessary.

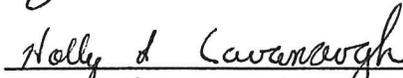
13. This Agreement constitutes an easement running with the land comprising the Premises.

TO HAVE AND TO HOLD the above-granted right, privilege and easement unto the said Authority and its successors and assigns forever, to its and their own proper use and behoof, as aforesaid.

IN WITNESS WHEREOF, the AUTHORITY and the OWNER have hereunto set their hands and seals as of the day and year first above written.

Witnessed by:

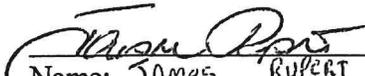

Name: Kayla Fertler


Name: Holly L. Cavanaugh

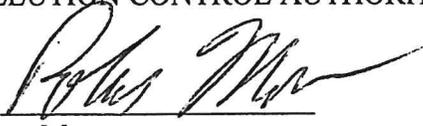
 (L.S.)
Owner

 (L.S.)
Owner

BOLTON LAKES REGIONAL WATER
POLLUTION CONTROL AUTHORITY


Name: James Rupert


Name: Suelen A. Kamara

By: 
Robert Morra,
Chairman, Bolton Lakes Regional
Water Pollution Control Authority

STATE OF CONNECTICUT)

new London
COUNTY OF TOLLAND (NP)

)ss. Colchester

Personally appeared Stephanie Lrac and
Lyle marsh, the Owners as aforesaid, Signers and Sealers of the foregoing
agreement and acknowledged the execution of the same to be, their free
act and deed, before me.

Kayla Porter
Commissioner of the Superior Court
Notary Public Kayla Porter
My Commission Expires:



STATE OF CONNECTICUT)

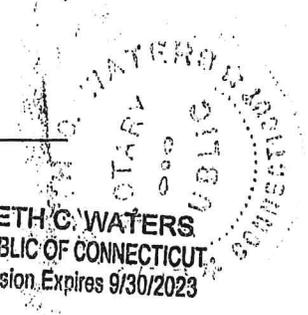
)ss. Bolton
COUNTY OF TOLLAND)

January 13TH, 2023

Personally appeared Robert Morra, Chairman, Bolton Lakes Regional Water Pollution
Control Authority, Signer and Sealer of the foregoing agreement and acknowledged the
execution of the same to be his free act and deed in such capacity, and the free act and deed of
the BOLTON LAKES REGIONAL WATER POLLUTION CONTROL AUTHORITY, before
me.

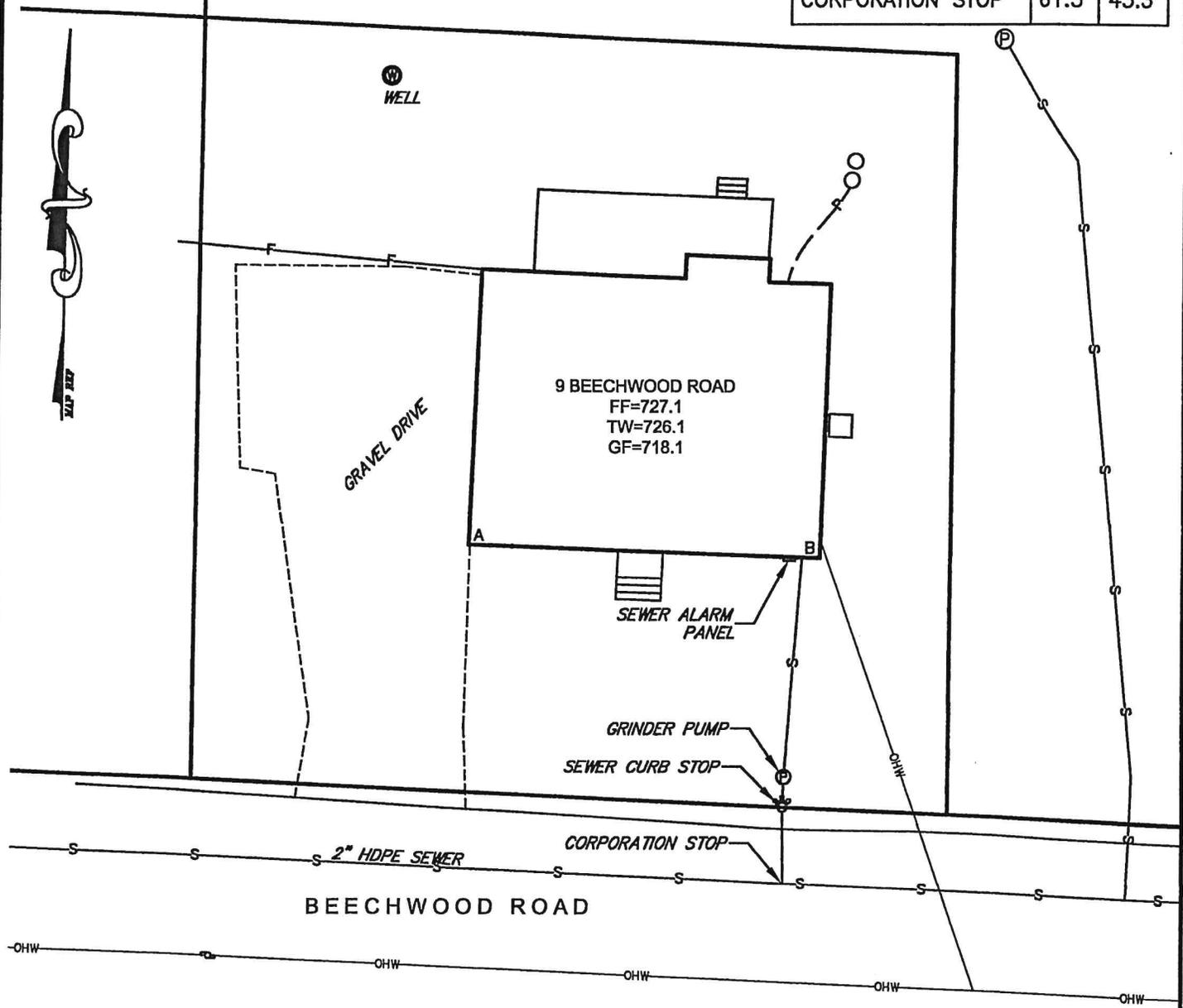
Elizabeth C. Waters
Commissioner of the Superior Court
Notary Public
My Commission Expires:

ELIZABETH C. WATERS
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 9/30/2023



SEWER LOCATION TIES FROM BLRW.C.P.A.

	A	B
GRINDER PUMP	52.0'	29.2'
CURB STOP	54.1'	32.8'
CORPORATION STOP	61.3'	43.3'



EASEMENT AREA IS INCLUSIVE OF ALL AREA NECESSARY TO LAY, INSTALL, MAINTAIN, OPERATE, CONSTRUCT, USE, ALTER, REPAIR, AND REPLACE GRINDER PUMP FACILITIES



G:\1\10890\10890\Beechwood SewerEasement\12-08-2022\10890-SEWER.pdf

GARDNER & PETERSON ASSOCIATES, LLC
178 HARTFORD TURNPIKE
TOLLAND, CONNECTICUT

**BOLTON LAKES REGIONAL WPCA
GRINDER PUMP LOCATION
#9 BEECHWOOD ROAD
VERNON, CONNECTICUT**

DATE: DEC. 2022

FIG. 1

PROFESSIONAL ENGINEERS LAND SURVEYORS

Return To:

STATUTORY FORM WARRANTY DEED

KNOW YE, THAT, I, MYRIAM MORALES and THOMAS ALAN MARSH, both of the Town of Colchester, County of New London and State of Connecticut ("Grantors"), for consideration paid in the amount of **THREE HUNDRED SIXTY THOUSAND AND NO/100 (\$360,000.00) DOLLARS**, grants to **KYLE JUSTIN MARSH and STEPHANIE ELIZABETH KRAR**, both of the Town of Colchester , County of New London and State of Connecticut ("Grantees"), as **Joint Tenants with Rights of Survivorship and with WARRANTY COVENANTS:**

A certain piece or parcel of land known as **9 Beechwood Road**, together with the buildings and improvements located thereon, located in the Town of Vernon, County of Tolland, and State of Connecticut, as more particularly described in Schedule A, attached hereto and made a part hereof.

Being the same premises conveyed to Myriam Morales and Thomas Alan Marsh by Warranty Deed dated 9/25/2021 and recorded in Volume 2684 at Page 110 of the Vernon Land Records.

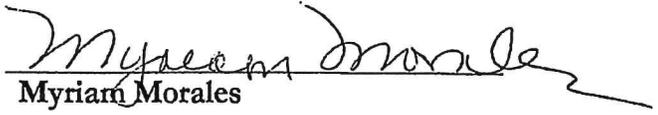
The premises are conveyed subject to:

- 1) Any and all provisions of any ordinance, municipal or other governmental regulation or public or private law.
- 2) Real Estate Taxes on the List of October 1, 2020, and thereafter due and payable to the Town of Vernon, which taxes the Grantees herein assumes and agrees to pay as part consideration for this deed.
- 3) Covenants and restrictions dated 11/15/65 and recorded 11/18/65 in Volume 155, Page 413 of the Vernon Land Records.

Signed this 19th day of December, 2022

Witnessed by 

Witness: Nicholas H. Malucuso


Myriam Morales

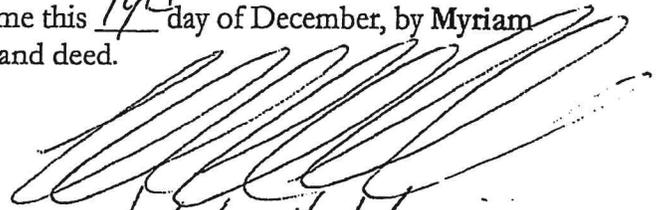

Witness: Tammy Tyson


Thomas Alan Marsh

STATE OF CONNECTICUT

COUNTY OF NEW LONDON) ss. Colchester

The foregoing instrument was acknowledged before me this 19th day of December, by Myriam Morales and Thomas Alan Marsh as their free act and deed.


Nicholas H. Malucuso
Commissioner of the Superior Court

Grantees' Mailing Address:

6B



**Bolton Lakes Regional Water Pollution Control Authority
Collector of Revenue**

8 PARK PLACE, VERNON, CT 06066
Tel: (860) 870-3660
Fax: (860) 870-3585

TO: James Rupert, Administrator Bolton Lakes Regional WPCA

FROM: Terry Hjarne, Collector of Revenue

DATE: January 3, 2023

SUBJECT: Assessment Collections Through Tax Sale

July 2022: Six properties were turned over to Attorney Cohen for collection enforcement on delinquent assessments as allowed per §12-157. A copy of the balances due in July is provided. Current bills (both sewer use and tax) due in July are included in the spreadsheet however some were collected in the tax office with no assistance from Attorney Cohen,

August 2022: Attorney Cohen Collected the following:

Payment in full for the August balance due on 33 Tolland Road Sewer Use and Assessment. \$6,214.42.

Partial Payment for 27 Llynwood Drive which was applied per statute to unsecured Personal Property and Motor Vehicle bills \$ 733.22, and Sewer Use bills \$1,016.78.

September 2022: Attorney Cohen Collected the following:

Partial payment on 12 Juniper Lane Sewer Assessment \$ 1,550.00.

Partial payment on 12 Juniper Lane Sewer Assessment \$ 1,756.00.

October 2022: Attorney Cohen Collected the following:

Payment in full for the balance due on 12 Juniper Lane Sewer Assessment \$1,692.75, and Sewer Use \$100.00.

January 2023: Attorney Cohen Collected on the following:

Payment in full for the balance due on 27 Llynwood Drive Sewer Assessment \$3,962.34.

Payment in full for the balance due on 27 Llynwood Drive Sewer Use bills \$ 1,360.03.

January 2023 balance due spreadsheet is provided good through January 24 2023.

TAX SALE March 1 2023 AT 12:30PM		203-330-2230	ajcohen@pullcom.com	cftxsales.com					
SPREADSHEET TOTALS DO NOT INCLUDE ANY TAX SALE FEES				Adam Cohen					
BOLTON LAKES REGIONAL WPCA ASSESSMENT DELINQUENTS			Pullman & Comley LLC	850 Main St					
				PO BOX 7006					
				Bridgeport CT 06601-7006					
NAME	TOTAL DUE 3/1/2023	BLRWPCA ASSESSMENT	RE	MV	PP TAX	USE	FINES	PARCEL ID	PROPERTY LOCATION
JARVIS MARY & KIMBERLY ANNE	\$ 11,217.89	\$ 9,105.89					2112.00	0023A-0018F-0R206	1 LLYNWOOD DR BOLTON
STUCKART JOAN R	\$ 3,320.13	\$ 3,098.68					221.45	52-140Q-00007	38 ANCHORAGE RD VERNON
THIBODEAU JOSEPH & PERKINS KATHY	\$ 10,938.42	\$ 8,455.86					2482.56	0023A-0018G-0R229	21 COLONIAL RD BOLTON
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -								
	\$ -			\$ -					
	\$ -			\$ -					
	\$ 25,476.44	\$ 20,660.43					4816.01		

Assessment interest February 25-March 24 2023
--- Use interest March 1, 2023

**BOLTON LAKES REGIONAL
WATER POLLUTION CONTROL
FY2024 BUDGET**

EXPENDITURES

Operation and Maintenance Costs

Sewer Use Charges (Manchester)	\$	62,000.00	
Maintenance/Repair	\$	28,000.00	
Odor Control Monitoring/Chemicals	\$	1,200.00	
Odor Control Chemicals/Supplies	\$	30,000.00	
Septic Pumping	\$	2,000.00	
Miscellaneous	\$	11,000.00	Solitude/Proguard
Equipment	\$	18,000.00	
Operation and Maintenance Costs Total	\$	152,200.00	

Administrative Costs

Engineering	\$	37,000.00	
Miscellaneous	\$	10,000.00	Bank Charges/Monthly Bank Service Charges/Record Releases/Atty. Fees/Call Before You Dig
Administrative Costs Total	\$	47,000.00	

Contingency

TOTAL EXPENDITURES **\$ 199,200.00**

REVENUES

User Fees	\$	188,400.00
Connection Fees/Fines	\$	5,000.00
Miscellaneous	\$	5,800.00

TOTAL REVENUES **\$ 199,200.00**

EXPENDITURES

	FY2022	FY2021	FY2020
<u>Operation and Maintenance Costs</u>			
Sewer Use Charges (Manchester)	\$ 54,508.00	\$ 61,516.00	\$ 69,751.00
Maintenance/Repair	\$ 27,503.00	\$ 28,706.00	\$ 16,358.00
Odor Control Monitoring/Chemicals	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Odor Control Chemicals/Supplies	\$ 23,058.00	\$ 30,442.00	\$ 23,011.00
Septic Pumping	\$ 1,165.00	\$ 1,207.00	\$ 1,895.00
Miscellaneous	\$ 10,610.00	\$ 5,114.00	\$ -
Equipment	\$ 23,411.00	\$ 11,495.00	\$ 8,138.00
Operation and Maintenance Costs Total	\$ 141,455.00	\$ 139,680.00	\$ 120,353.00
<u>Administrative Costs</u>			
Engineering	\$ 36,671.00	\$ 36,848.00	\$ 4,785.00
Miscellaneous	\$ 11,633.00	\$ 6,659.00	\$ 2,915.00
Administrative Costs Total	\$ 48,304.00	\$ 43,507.00	\$ 7,700.00
	\$ 189,759.00	\$ 183,187.00	\$ 128,053.00

DATE: October 4, 2022
TO: Town of Manchester Board of Directors
FROM: Bolton Lakes Regional WPCA
Coventry WPCA
RE: Modification of Intermunicipal Agreement between Manchester and
BLRWPCA for Conveyance and Treatment of Wastewater

Dear Manchester Board of Directors,

The Bolton Lakes Regional Water Pollution Control Authority (BLRWPCA) respectfully requests a modification of our existing intermunicipal agreement for conveyance and treatment of wastewater from the Bolton Lakes Sewer Service Area. The purpose of the requested service area map modification will allow construction of a small sewer extension into Coventry on CT route 44 (Boston Turnpike).

Coventry formally began planning for this project in 2010 and have been in regular contact with our Regional Authority and the previous Administrators of Bolton (Joyce Stille) and Manchester (Scott Shanley), both of whom saw the value the project could have for all of our Towns.

At our request the Town of Coventry WPCA retained the services of Nathan L. Jacobson & Associates to perform a hydraulic study of flow and pressure in our sewer system and to determine if the proposed extension would affect our current operations. The study determined that extending sewers into Coventry will not harm our system in any way. The proposed extension would be about 2,000 feet long on route 44 and would serve 21 properties (see attached map). Additional flow from Coventry may help reduce odors in our system by decreasing detention time in our low pressure force main.

Coventry completed the State CEPA process by publishing a Notice of Scoping in the August 20, 2019 edition of the CEQ Environmental Monitor followed by a Post Scoping Notice in the August 17, 2021 Environmental Monitor. DEEP concluded that an Environmental Impact Evaluation is not required for this project.

Concurrently, SB 701 was approved on May 26, 2021: **AN ACT CONCERNING THE BOLTON LAKES REGIONAL WATER POLLUTION CONTROL AUTHORITY.** "To permit the board of directors of the Bolton Lakes Regional Water Pollution Control Authority to authorize expansion of the authority's wastewater system into the town of Coventry and take any action the board deems necessary to implement such expansion." This bill was created and was successful due to the combined efforts of Senator Cassano, Senator Champagne, Representative Ackert, and Representative Green.

Given that Coventry has completed the State environmental review process, has demonstrated that the proposed sewer extension will not harm our system hydraulically,

and that SB 701 gives us the authority to allow the sewer extension we would like to formally apply for a modification to our intermunicipal agreement (IMA).

The existing IMA between Manchester and the BLRWPCA is for 200,000 gallons per day (gpd) average flow and 600,000 gpd peak flow. Coventry wishes to add 30,000 gpd average flow and 120,000 gpd peak flow. Bolton is currently discharging 30,000 gpd average flow into your sewer system so the additional flows from Coventry will be well within our existing flow allotment.

Coventry is evaluating if they will join the BLRWPCA or become our customer. In either scenario Coventry will pay the BLRWPCA based on number of EDUs connected and the BLRWPCA will continue to pay Manchester based on flow at the metering station as we have been.

In accordance with the FY23 Adopted Schedule of Rates, Charges and Fees for the Manchester Sewer Department; Sanitary Sewer Outlet Charges will be paid to the Town of Manchester directly from the Town of Coventry. Coventry would prefer to establish and pay the Outlet Charges for all Coventry properties as a lump sum prior to commencement of construction.

The Coventry WPCA will ensure protection of Manchester's sewer collection system and WPCF through Rules & Regulations for Sewer Use. These regulations will be made available to the Manchester Board of Directors or their staff for review and comment.

We thank you for taking the time to consider this project which we believe will benefit the environment and all of our communities.

Respectfully,

Robert Morra, BLRWPCA Chairman

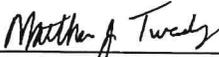
Date

Jim Rupert, Bolton Town Administrator

Date

Michael Purcaro, Vernon Town Administrator

Date



Matthew Twerdy, Coventry WPCA Chairman

Date

John Elsesser, Coventry Town Manager

Date

CC: Steve Stephanou, Manchester General Manager
CC: Patrick Kearney, Manchester Water & Sewer Administrator