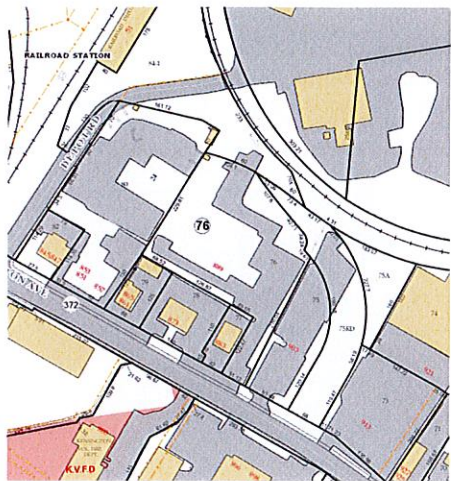


Municipal Improvement (CGS Sec. 8-24)

Farmington Avenue and new road to train station at Newport TOD development
CCD-2 Zone
Kensington Overlay Zone
CNG gas utility easement for gas lines and service



PROPOSAL

In accordance with the Connecticut General Statutes §8-24, review and recommendation to the Town Council regarding granting of an easement to provide gas lines and service to the Berlin Train Station TOD project.

STAFF COMMENTS

At their meeting of March 3, 2020, the Town Council voted to refer the granting of an easement to CNG, as attached, to the Planning and Zoning Commission for review pursuant to section 8-24 of the Connecticut General Statutes.

The gas lines will service the approved TOD project, constructed in conjunction with Newport Realty Group that includes the new road connecting through to the Berlin Train Station and approved buildings.



Town Of Berlin

240 Kensington Road
Berlin, CT 06037
860-828-7036

Office of the Town Clerk

RESOLUTION

TO THE BERLIN PLANNING AND ZONING COMMISSION:

I hereby certify the following to be a true and exact copy of a resolution adopted by the Town Council, for the Town of Berlin, at its duly called and held meeting on March 3, 2020 at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

Motion to “Refer the granting of an easement to CNG to provide gas lines and service to the Berlin Train Station TOD Project to the Planning and Zoning Commission for a review pursuant to section 8-24 of the Connecticut General Statutes.”

MOTION PASSED 5-0

IN WITNESS WHEREOF, I have set my hand and affixed the municipal seal of said municipality this 4th day of March 2020.

TOWN OF BERLIN, CONNECTICUT
OFFICE OF THE TOWN CLERK


Kathryn J. Wall, MMC, Town Clerk

Attachments

Agenda Item No. 14
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: February 24, 2020
SUBJECT: Authorization for the Town Manager to Sign an Agreement with Connecticut Natural Gas to provide Gas Service for the TOD Project and Section 8-24 Referral to the Planning and Zoning Commission regarding an easement for CNG to Install and Maintain Gas Lines

Summary of Agenda Item:

As part of the planning for the Berlin Train Station Transit Oriented Development Project, Newport Realty Group LLC contacted Connecticut Natural Gas (CNG) and requested that CNG provide natural gas to the project. Natural gas lines will run along the Boulevard to the Train Station with laterals serving each building. CNG has offered to install the natural gas service at no cost to Newport and the Town but the Town as property owner will need to sign the attached agreement and it will need to provide easements for the natural gas lines on land now owned by the Town. Before the Town Council can act on the granting of the easements it needs to refer the granting of these easements to CNG for a review by the Planning and Zoning Commission pursuant to section 8-24 of the Connecticut General Statutes.

Action

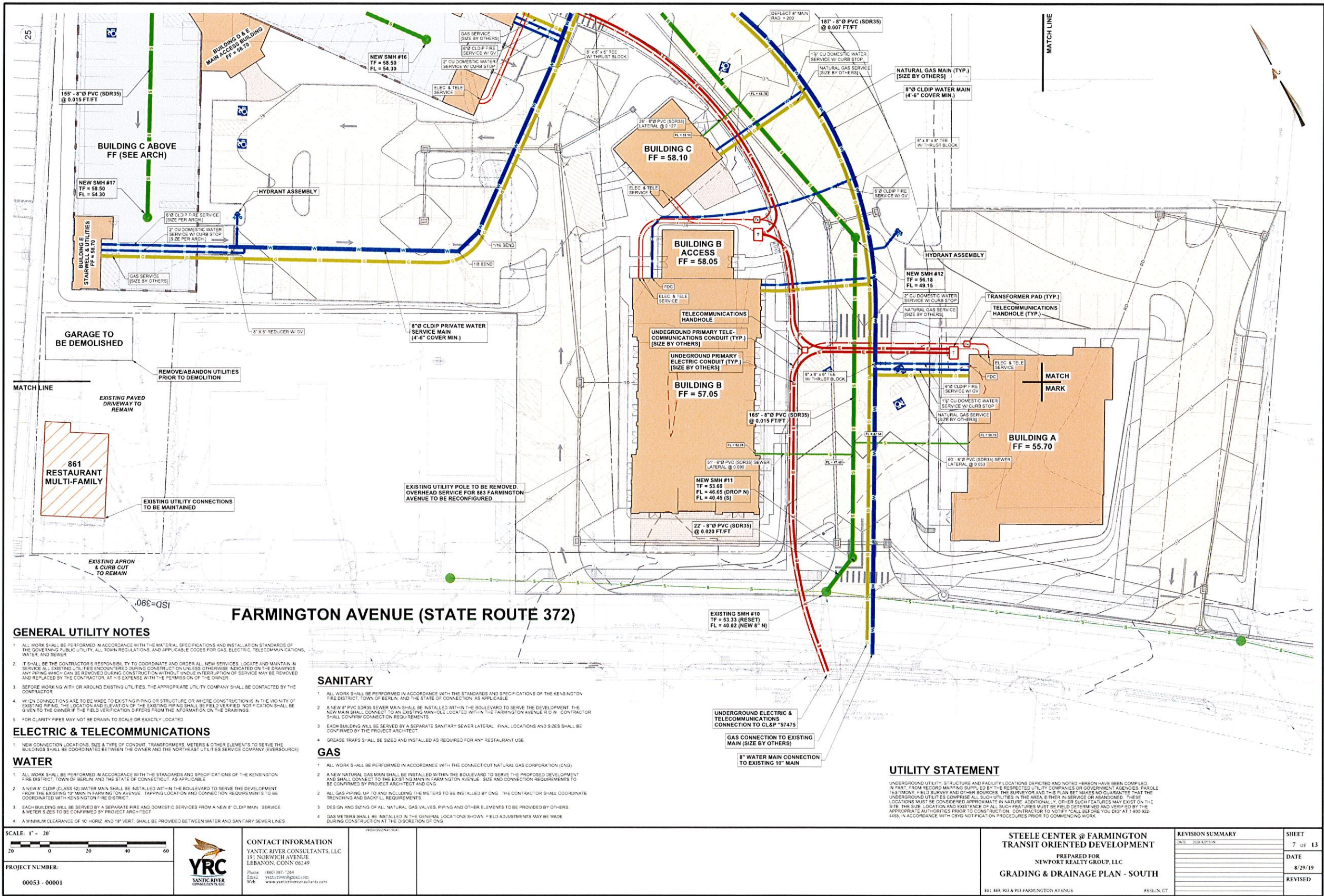
Move to refer the granting of an easement to CNG to provide gas lines and service to the Berlin Train Station TOD Project to the Planning and Zoning Commission for a review pursuant to section 8-24 of the Connecticut General Statutes.

Attachments:

- 1. Map showing easement area.
- 2. CNG agreement.

Prepared By:

Chris Edge, Economic Development Director
Jim Mahoney, Economic Development Coordinator



GENERAL UTILITY NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE MATERIAL SPECIFICATIONS AND INSTALLATION STANDARDS OF THE GOVERNING PUBLIC UTILITY, ALL TOWN REGULATIONS, AND APPLICABLE CODES FOR GAS, ELECTRIC, TELECOMMUNICATIONS, WATER, AND SEWER.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE AND ORDER ALL NEW SERVICES, LOCATE AND MAINTAIN, IN SERVICE ALL EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION UNLESS OTHERWISE INDICATED ON THE DRAWINGS. ANY PIPING WHICH CAN BE REMOVED DURING CONSTRUCTION WITHOUT UNDESIRABLE INTERFERENCE OR SERVICE MAY BE REMOVED AND REPLACED BY THE CONTRACTOR AT HIS EXPENSE WITH THE PERMISSION OF THE OWNER.
3. BEFORE WORKING WITH OR AROUND EXISTING UTILITIES, THE APPROPRIATE UTILITY COMPANY SHALL BE CONTACTED BY THE CONTRACTOR.
4. WHEN CONNECTIONS ARE TO BE MADE TO EXISTING PIPING OR STRUCTURE OR WHERE CONSTRUCTION IS IN THE VICINITY OF EXISTING PIPING, THE LOCATION AND ELEVATION OF THE EXISTING PIPING SHALL BE FIELD VERIFIED. NOTIFICATION SHALL BE GIVEN TO THE OWNER IF THE FIELD VERIFICATION DIFFERS FROM THE INFORMATION ON THE DRAWINGS.
5. FOR CLARITY, PIPES MAY NOT BE DRAWN TO SCALE OR EXACTLY LOCATED.

ELECTRIC & TELECOMMUNICATIONS

1. NEW CONNECTION LOCATIONS, SIZE & TYPE OF CONDUIT, TRANSFORMERS, METERS & OTHER ELEMENTS TO SERVE THE BUILDINGS SHALL BE COORDINATED BETWEEN THE OWNER AND THE NORTHEAST UTILITIES SERVICE COMPANY (EVERSOURCE).

WATER

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE KENSINGTON FIRE DISTRICT, TOWN OF BERLIN, AND THE STATE OF CONNECTICUT, AS APPLICABLE.
2. A NEW 8" CLDIP (CLASS 52) WATER MAIN SHALL BE INSTALLED WITHIN THE BOULEVARD TO SERVE THE DEVELOPMENT FROM THE EXISTING 10" MAIN IN FARMINGTON AVENUE. TAPPING LOCATION AND CONNECTION REQUIREMENTS TO BE COORDINATED WITH KENSINGTON FIRE DISTRICT.
3. EACH BUILDING WILL BE SERVED BY A SEPARATE FIRE AND DOMESTIC SERVICES FROM A NEW 8" CLDIP MAIN. SERVICE & METER SIZES TO BE CONFIRMED BY PROJECT ARCHITECT.
4. A MINIMUM CLEARANCE OF 10' HORIZ. AND 14' VERT. SHALL BE PROVIDED BETWEEN WATER AND SANITARY SEWER LINES.

SANITARY

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE KENSINGTON FIRE DISTRICT, TOWN OF BERLIN, AND THE STATE OF CONNECTICUT, AS APPLICABLE.
2. A NEW 8" PVC SDR35 SEWER MAIN SHALL BE INSTALLED WITHIN THE BOULEVARD TO SERVE THE DEVELOPMENT. THE NEW MAIN SHALL CONNECT TO AN EXISTING MANHOLE LOCATED WITHIN THE FARMINGTON AVENUE R.O.W. CONTRACTOR SHALL CONFIRM CONNECTION REQUIREMENTS.
3. EACH BUILDING WILL BE SERVED BY A SEPARATE SANITARY SEWER LATERAL. FINAL LOCATIONS AND SIZES SHALL BE CONFIRMED BY THE PROJECT ARCHITECT.
4. GREASE TRAPS SHALL BE SIZED AND INSTALLED AS REQUIRED FOR ANY RESTAURANT USE.

GAS

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CONNECTION NATURAL GAS CORPORATION (CNG).
2. A NEW NATURAL GAS MAIN SHALL BE INSTALLED WITHIN THE BOULEVARD TO SERVE THE PROPOSED DEVELOPMENT AND SHALL CONNECT TO THE EXISTING MAIN IN FARMINGTON AVENUE. SIZE AND CONNECTION REQUIREMENTS TO BE CONFIRMED BY PROJECT ARCHITECT AND CNG.
2. ALL GAS PIPING, UP TO AND INCLUDING THE METERS TO BE INSTALLED BY CNG. THE CONTRACTOR SHALL COORDINATE TRENCHING AND BACKFILL REQUIREMENTS.
3. DESIGN AND SIZING OF ALL NATURAL GAS VALVES, PIPING AND OTHER ELEMENTS TO BE PROVIDED BY OTHERS.
4. GAS METERS SHALL BE INSTALLED IN THE GENERAL LOCATIONS SHOWN. FIELD ADJUSTMENTS MAY BE MADE DURING CONSTRUCTION AT THE DISCRETION OF CNG.

UTILITY STATEMENT

UNDERGROUND UTILITY, STRUCTURE AND FACILITY LOCATIONS DEPICTED AND NOTED HEREON HAVE BEEN COMPILED, IN PART, FROM RECORD MAPS AND SUPPLIED BY THE RESPECTED UTILITY COMPANIES OR GOVERNMENT AGENCIES. PAROLE TESTIMONY, FIELD SURVEY AND OTHER SOURCES. THE SURVEYOR AND THIS PLAN SET MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THESE LOCATIONS MUST BE CONSIDERED APPROXIMATE IN NATURE. ADDITIONALLY, OTHER SUCH FEATURES MAY EXIST ON THE SITE. THE SURVEYOR'S LOCATION AND EXISTENCE OF ALL SUCH FEATURES MUST BE FIELD DETERMINED AND VERIFIED BY THE APPROPRIATE AUTHORITIES PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTIFY CALL BEFORE YOU DIG AT 1-800-922-4455, IN ACCORDANCE WITH CBYD NOTIFICATION PROCEDURES PRIOR TO COMMENCING WORK.

SCALE: 1" = 20'

PROJECT NUMBER:
00053 - 00001

CONTACT INFORMATION
YANTIC RIVER CONSULTANTS, LLC
191 NORWICH AVENUE
LEBANON, CONN 06249

Phone: (860) 367-7364
Email: info@yrc.com
Web: www.yanticriverconsultants.com

PROFESSIONAL SEAL

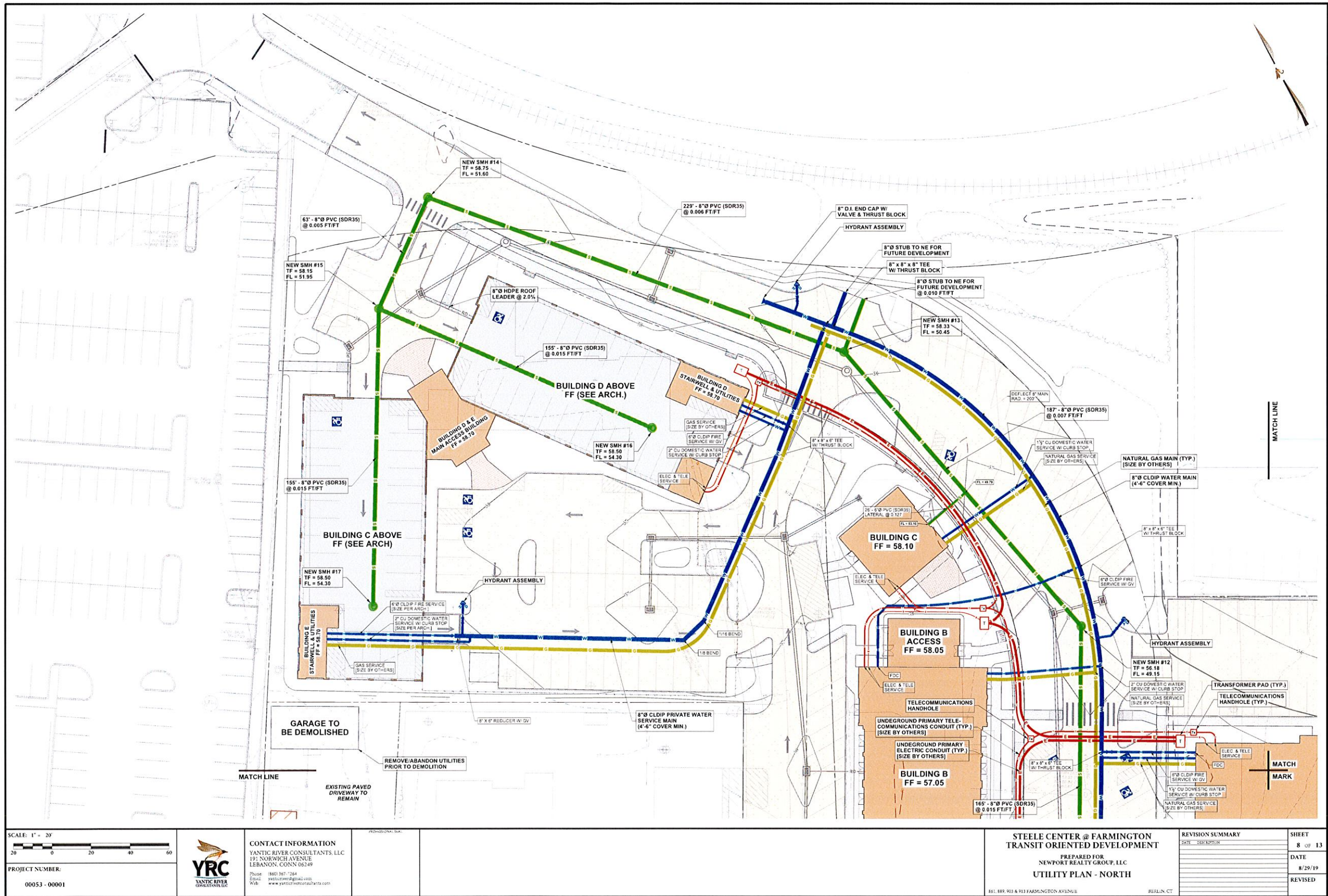
**STEELE CENTER @ FARMINGTON
TRANSIT ORIENTED DEVELOPMENT**

PREPARED FOR
NEWPORT REALTY GROUP, LLC

GRADING & DRAINAGE PLAN - SOUTH

851, 889, 903 & 913 FARMINGTON AVENUE
BERLIN, CT

REVISION SUMMARY		SHEET
DATE	DESCRIPTION	7 OF 13
		DATE
		8/29/19
		REVISED





February 21, 2020

Newport Realty Group LLC
710 Main St. Suite 11
Plantsville, CT 06479

Dear Mark Lovley,

This letter and any accompanying rider(s) shall be a binding agreement between Connecticut Natural Gas (CNG) and Newport Realty Group LLC (hereinafter known as Applicant), upon execution of this letter agreement and any accompanying rider(s) by both parties and its return to CNG.

1. CNG agrees to provide natural gas service to Newport Realty Group LLC at the location(s) and for the use(s) in the facilities and at the estimated amounts set forth on Appendix A, subject to the terms and conditions of this letter agreement and any accompanying rider(s). Natural gas consumption shall be deemed to commence when the facilities necessary to render natural gas service at the location(s) specified in Appendix A but in no event later than three (3) months from the completion of CNG's service line(s) to the location(s) specified in Appendix A. The commencement date for natural gas consumption may be extended by mutual agreement in writing. Additionally, please note if development will be completed in phases by completing the section below:

2. In order to provide natural gas service at the location(s) set forth on Appendix A, Applicant agrees to pay a contribution in aid of construction (CIAC) Zero,(\$0.00), in aid of constructing certain facilities by CNG. This contribution is due upon execution of this letter and prior to commencement of each phase of development as outlined in table below (Development Phases). CIAC has been calculated based upon the construction schedule, the estimated consumption of natural gas at the location(s) and the consumption of natural gas as the only fuel for the use(s) described in Appendix A. Unless such contribution is received by CNG at the time this letter agreement is executed, CNG has no obligation to extend its facilities to serve the location(s) and use(s) described in Appendix A.

The CIAC has been calculated using the estimated annual consumption of natural gas at the location(s) and for the use(s) shown on Appendix A. Applicant will provide a load sheet to CNG with estimated usage based on appliances being installed. It is understood and agreed that if Applicant fails to inform CNG of any changes that impact upon CNG's construction costs or the estimated annual natural gas consumption by the equipment at the location(s), Applicant agrees to pay CNG upon demand a contribution in aid of construction utilizing CNG's new business



guidelines in effect on the date of this letter agreement and which are on file with Connecticut’s Public Utilities Regulatory Authority (PURA).

Development Phases

Phase	# of Buildings	Address or Lot Number (if available)	Completion Date	CIAC
NA	5	889,903,913 Farmington Ave. Berlin, CT	3/1/2023	[\$0.00]

If, in the course of construction of facilities at the location(s) set forth on Appendix A, CNG encounters contaminated soil at such location(s), Applicant shall bear the additional cost of excavating and removing the contaminated soil per Federal, State and Local laws, regulations and agency orders or directives including but not limited to signing any manifest for disposal as the generator of such contaminated soil. Unless Applicant agrees in writing to bear such additional costs, CNG shall have the right to cease its performance and terminate this agreement.

3. The rate applicable to service at the location(s) and for the use(s) specified in Appendix A is CNG's RFH, as amended from time to time by order of PURA. This letter agreement is subject to CNG's Rules and Regulations in force and on file with PURA, as amended from time to time, and to all applicable laws, governmental regulations and governmental orders, including those of the PURA.

4. Applicant agrees that, if the natural gas service to be provided under this letter agreement involves the relocation of existing services, meters and connections at the location(s) specified on Appendix A, the cost of replacing all facilities beyond CNG's meter shall be the responsibility of Applicant.

5. All mains, services, meters and connections shall remain the property of CNG. In the event any easement(s) is required for the installation of CNG's mains, services, meters and connections, Applicant shall grant CNG such easement(s) in a form satisfactory to CNG before CNG commences constructing and installing its facilities necessary to render natural gas service at the location(s) specified in Appendix A.

6. CNG will provide trenching and backfill for Main & Stub
Applicant will provide trench and backfill for Second Half Services

Initial: _____ Date: _____



7. If Applicant is not the owner of the premises at the location(s) specified in Appendix A, this letter agreement shall not be binding on CNG unless and until both Applicant and the owner of the premises agree to all of the terms and conditions set forth herein as evidenced by the signatures of Applicant and the owner on this letter agreement.

8. Applicant will complete and execute an initial New/Replacement Service Installation Agreement form prior to the installation of natural gas service to property. For subsequent homes, you hereby grant CNG a Limited Power of Attorney to execute each subsequent installation agreement on your behalf upon your oral authorization to do so at the time such installation agreement is prepared.

9. If Applicant defaults on any payments required under this letter agreement, including payments due for natural gas consumed, Applicant agrees to pay all costs of collection including reasonable attorney fees.

10. This letter agreement shall not be assigned nor otherwise transferred by Applicant without the written consent of CNG.

11. This letter agreement supersedes any and all agreements, either oral or written, between Applicant and CNG. This letter agreement may be amended, modified or terminated only by written agreement executed by CNG and Applicant.

12. This agreement is valid for a period of 12 months from the completion date of Phase II outlined in the table above (Development Phases).

13. Any communications and notices with respect to this letter agreement shall be forwarded to:

- a. Connecticut Natural Gas
76 Meadow St, 2nd Floor
East Hartford, CT 06108
Attention: Sales Manager
- b. Newport Realty Group LLC
710 Main St. Suite 11
Plantsville, CT 06479

or to such address as either party may provide in writing to the other from time to time. Absent notice of a change of address, the address shown above shall be the address for any notice under this letter agreement and notice shall be deemed effective three (3) days after mailing of such notice duly addressed and with postage prepaid.



This letter agreement shall be governed by the laws of the State of Connecticut. If any provision(s) of this letter agreement is found to be unlawful and otherwise null and void, Applicant and CNG agree that the remaining provisions of this letter agreement shall remain in full force and effect.

The offer to provide natural gas service to Applicant by CNG on the terms and conditions set forth herein will expire unless a fully executed copy of this letter agreement and any accompanying rider(s) is received by CNG on or before March 21, 2020.

Very truly yours,
CONNECTICUT NATURAL GAS

By _____
Michael Borea
CNG Sales Manager

Any questions concerning this agreement may be directed to Tony Sherman,
(203) 499-3324 or asherman@ctgcorp.com.

**NOTE: TO AVOID DELAY IN PROCESSING YOUR REQUEST
FOR GAS SERVICE, PLEASE BE SURE TO SIGN BELOW
AND THE APPENDIX A ATTACHED WITH THIS LETTER.**

ACCEPTED: _____

Signature _____

Print Name _____

Title _____

Date _____



APPENDIX A
NATURAL GAS CONSUMPTION

OPPORTUNITY ID NUMBER:
a0E1S00001X5IS2UAJ

APPLICANT: Newport Realty Group LLC
CONTACT: Mark Lovley
LOCATION: 889,903,913 Farmington Ave.
TOWN: Berlin, CT

DATE OF PLANS/INFORMATION SUPPLIED:

NUMBER OF UNITS: 76

Appliance	Quantity	Total CFH	Total CCF
Furnace	76	4,270	10,640

NUMBER OF METERS REQUIRED: 76
TARIFF RATE (circle correct rate): RFH

NUMBER OF UNITS: 2

Appliance	Quantity	Total CFH	Total CCF
Furnace/WH	2	1,470	5,586

NUMBER OF METERS REQUIRED: 2
TARIFF RATE (circle correct rate): SGSE



NUMBER OF UNITS: 2

Appliance	Quantity	Total CFH	Total CCF
Furnace/WH/CK	1	2,690	7,235

NUMBER OF METERS REQUIRED: 1
TARIFF RATE (circle correct rate): MGSF

=====

APPLICANT (PRINT):

APPLICANT SIGNATURE:

DATE:
