



NORWICH BOARD OF PUBLIC UTILITIES' COMMISSIONERS
REGULAR MEETING

September 27, 2016

The Regular September Meeting of the Norwich Board of Public Utilities' Commissioners was held on Tuesday, September 27, 2016 in the 2nd Floor Board Room of Norwich Public Utilities (NPU) located at 16 South Golden Street, Norwich.

Item 1. The Meeting was called to order at 6:00 p.m. by Chairman Diana Boisclair.

Present: Chairman Diana Boisclair, Vice Chairman Robert Groner, Secretary Larry Goldman, and Commissioners Grace Jones and Steven Becker. Also in attendance were: General Manager John Bilda and NPU Staff Members Steve Sinko, Chris LaRose, Jeff Brining, Kerri Kemp, Chris Riley, Laura Huren, Mark Decker, Rich LaMarche, Brenton Terry and Jeanne Kurasz.

Item 2. Fifteen-Minute Public Comment Period. There were no members of the general public present. Mayor Debercy Hinchey spoke briefly to the Commissioners regarding a CCM conference she recently participated in and also informed the Commissioners that she has been working to get DECD/Department of Housing interested in the second phase of the Ponemah Mill project.

Item 3. Minutes of the Regular July Meeting held on Tuesday, July 26, 2016. Commissioner Jones, seconded by Vice Chairman Groner moved to approve the Minutes of the Regular July Meeting held on Tuesday, July 26, 2016. Voted in favor: Chairman Boisclair, Vice Chairman Groner and Commissioners Jones and Becker. Abstained: Secretary Goldman.

Item 4. Action Item. Commissioner Becker, seconded by Vice Chairman Groner moved to authorize General Manager Bilda to execute an easement agreement with Algonquin Gas. Voted unanimously.

Return to:
Algonquin Gas Transmission, LLC
1490 Highland Avenue, Building #4
Cheshire, CT 06410

Tract No. E-1-133A

GRANT OF EASEMENT

STATE OF CONNECTICUT

COUNTY OF NEW LONDON

KNOW ALL MEN BY THESE PRESENTS: that the undersigned **CITY OF NORWICH**, a municipal corporation specially chartered by the General Assembly of the State of Connecticut and having its territorial limits within the State of Connecticut, acting by and through the **NORWICH DEPARTMENT OF PUBLIC UTILITIES**, a municipal utility constituting a political subdivision of the State of Connecticut, established, created and existing under the laws of the State of Connecticut, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) paid by **ALGONQUIN GAS TRANSMISSION, LLC**, a Delaware limited liability company, having a principal place of business at 5400 Westheimer Court, Houston, Harris County, Texas 77056, hereinafter called "Grantee", the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant and convey with quit claim covenants unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, a permanent Right of Way and easement for the purpose of laying, constructing, maintaining, operating, altering, replacing, repairing, abandoning and removing a pipeline or pipelines from time to time with above or below grade valves, tie-overs, meters, regulators, launchers and receivers, liquid separators, cathodic protection devices, a meter and data building with associated piping and other appurtenant facilities all of which shall be and remain the property of the Grantee (the "Facilities"), excluding interconnecting piping, heater, regulator/odorant/RTU building and regulators, along with associated piping and valves for such facilities to be constructed by Grantee but to be and remain the property of Grantor after the Grantee's Facilities are placed in service, for the transmission of natural gas and air by-products thereof or any liquids, gases or substances which can be transported through a pipeline, over, under, across and upon real property situated in the municipality of Norwich, County of New London, State of Connecticut, more fully described and referred to below.

The parcel of land on which the Easement herein granted is described in a Warranty Deed from Rose Tishkov dated March 8, 1971 and recorded in Volume 363, Page 493 of the Norwich, Connecticut Land Records.

The bounds of the permanent right-of-way and easement (the "Right-of-Way") granted herein are more particularly identified as "Permanent Easement, Area = 12,159 S.F." shown on drawing titled "Easement Plan, Salem Pike M&R Site (435), Atlantic Bridge Project, Landowner- City of Norwich" DATE: 5/16/2016, SCALE: 1" = 50', prepared by The LRC Group 160 West Street, Suite E, Cromwell, Connecticut 06416 (the "Easement Area"), a copy of which is attached hereto as Exhibit A. The Easement Area is more particularly described on Exhibit B, attached hereto. Said Easement Area may not be relocated or changed without the written permission of Grantee granted in an instrument in recordable form that refers to this Grant of Easement instrument with particularity.

NOW THEREFORE, the Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights and easement herein granted, including but not limited to, the right, to be exercised at any time in Grantee's sole and absolute discretion, to remove, clear and to keep clear all buildings (including, but not limited to, sheds, garages, and other structures, whether on foundations or not), walls or similar structures, rocks, trees, brush, limbs, and other obstructions including, but not limited to, pipelines and conduits from the Right-of-Way and easement.

Each of Grantor and Grantee shall comply to all material respects with all environmental laws and obtain and maintain all material permits required under all applicable environmental laws with respect to its operation and in the case of Grantor, the Easement Area and non-Easement Areas and in the case of Grantee, the Right-of-Way. To the extent necessary, Grantor and Grantee shall cooperate in all compliance filings under environmental laws.

Grantor and Grantee (each an "Indemnifying Party") shall each indemnify, hold harmless and defend the other party, its affiliates and their respective officers, directors, trustees, employees, contractors, subcontractors and agents (each an "Indemnified Party"), from and against any claims or liabilities, including environmental claims or environmental liabilities, to the extent caused by any act or omission of the Indemnifying Party, its affiliates and their respective officers, directors, trustees, employees, contractors, subcontractors or agents in connection herewith.

It is mutually understood and agreed that the person securing this grant is without authority from the Grantee to make any arrangement in respect of the subject matter hereof not herein expressed.

The Grantor shall not grade, excavate, fill or flood the Easement Area without obtaining the Grantee's prior written consent which may not be unreasonably withheld.

The rights, title and privileges herein granted may not be sold, leased, assigned, pledged or mortgaged by Grantee without the prior written consent of Grantor but shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Notwithstanding the foregoing, Grantor's consent shall not be unreasonably withheld to a requested assignment of all of Grantee's rights hereunder to any entity resulting from the merger or consolidation with Grantee or to any entity that acquires all of Grantee's assets as a going concern.

The failure of Grantee to exercise any rights herein conveyed in any single instance shall not be considered a waiver of such right or rights and shall not bar Grantee from exercising such right or rights, or if necessary, seeking an appropriate remedy in conjunction with such right or rights.

Grantor and Grantee agree that Grantee shall have the right to access the Easement Area over and along the existing driveway from Old Salem Road.

Grantor, on behalf of itself and its successors and assigns, hereby reserves and retains the following perpetual rights:

(a) to use the area of the Right-of-Way situated within the perimeter of the Grantee's chain link fence for the purpose of locating and operating (i) a pipeline to connect to Grantee's facilities, and (ii) related communication facilities, provided such use does not interfere with the easement rights granted herein; and

(b) to use all other portions of the Right-of-Way in any manner whatsoever provided that such use does not unreasonably interfere with the operation or security of the facilities or the easement rights granted herein.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE EASEMENT

WITNESS my/his hand(s) and seal(s) this ____ day of _____, 2016.

CITY OF NORWICH, NORWICH
DEPARTMENT OF PUBLIC UTILITIES

Name: _____

By _____

John Bilda, P.E.
Its General Manager
Herein duly authorized

Name: _____

Date: _____

STATE OF CONNECTICUT

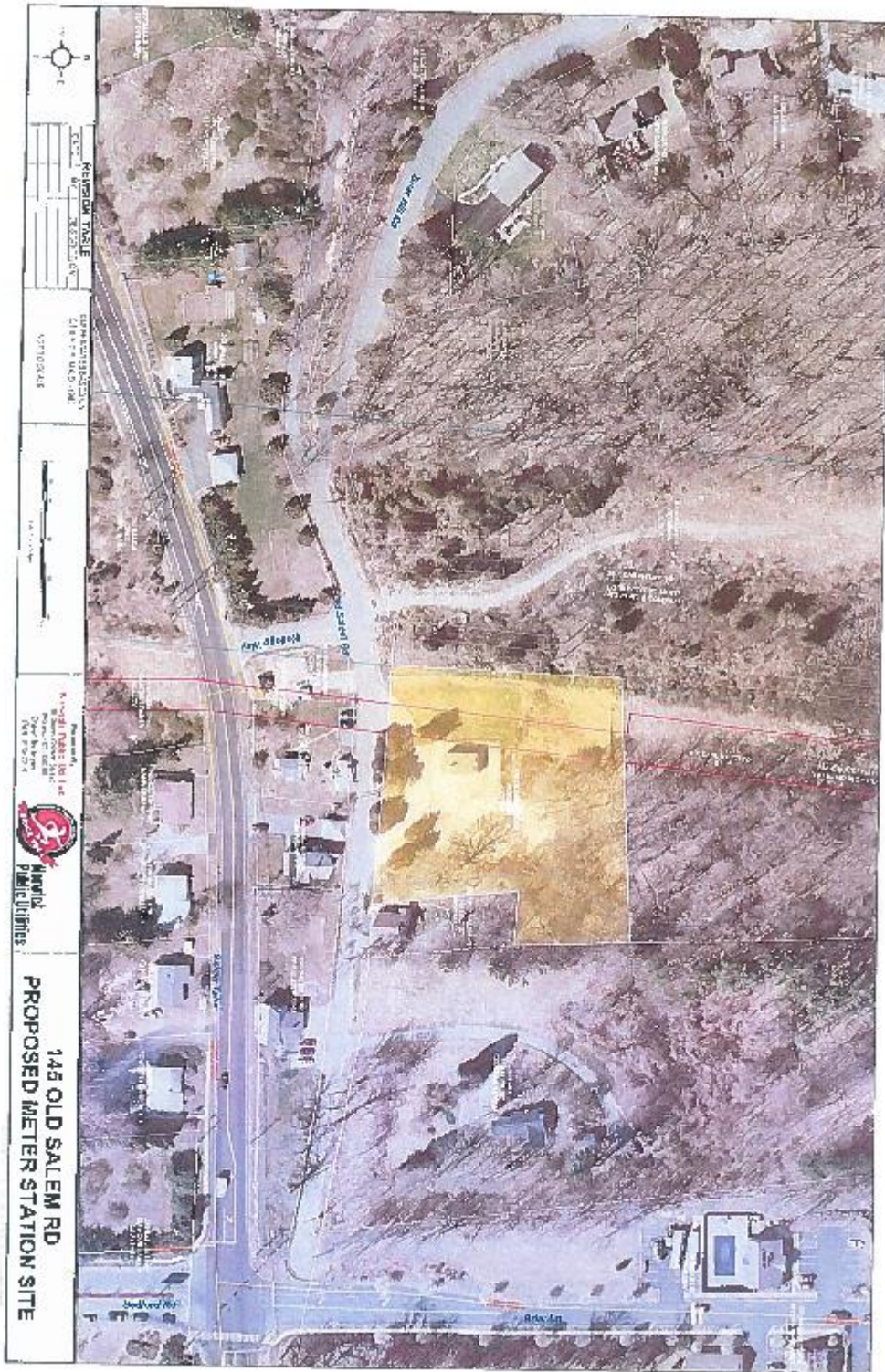
ss. Norwich

COUNTY OF NEW LONDON

On this ____ day of _____, 2016, before me, the undersigned officer, personally appeared John Bilda as General Manager of the City of Norwich Department of Public Utilities and in that capacity signor and sealer of the foregoing Lease Agreement and acknowledge that he executed said Lease Agreement as his free act and deed and the free act and deed of the City of Norwich, Department of Public Utilities.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
Commissioner of the Superior Court



Item 5. NPU Leadership Team Update. Informative.

Item 6. Strategic Presentations. Mark Decker, Water Integrity Manager, presented information to the Commissioners on the water drought and water quality issues. Informative.

Item 7. Financial Report. Division Manager Steve Sinko, Financial Manager Laura Huren and Assistant General Manager Chris LaRose presented year-end financial information to the Commissioners. Informative.

Item 8. General Business. None.

Vice Chairman Groner, seconded by Secretary Goldman moved to recess the Board Meeting at 7:15 PM. Voted unanimously.

The Meeting resumed at 7:18 PM.

Item 9. Executive Session –Vice Chairman Groner, seconded by Secretary Goldman, moved to enter into Executive Session at 7:18 PM to discuss Proprietary Information Not Subject to Inspection or Public Disclosure Pursuant to Section 1-210[5] and 7-232a of the CT. General Statutes. This information is commercially valuable, confidential and proprietary and is not public disclosure, pursuant to Public Act No. 98-212. Voted Unanimously. General Manager Bilda, Assistant General Manager LaRose, Division Managers Sinko, Brining, and Kemp, and Accounting Analyst Brenton Terry were asked to stay for executive. Attorney John Gregg was also present.

The Board arose from Executive Session at 8:25 PM.

Item 10. Other Business. Commissioner Becker, seconded by Vice Chairman Groner moved to authorize General Manager Bilda to enter into a purchase and sale agreement for property located at 110 Canterbury Turnpike. Voted unanimously.

The next Regular Meeting is scheduled to be held on Tuesday, October 25, 2016.

Vice Chairman Groner, seconded by Commissioner Jones moved to adjourn the Meeting at 8:20 p.m.

Attest:

Larry Goldman
Secretary