

**BUREAU OF PUBLIC WORKS
SPECIAL MEETING**

555 Main Street, Hartford
Monday, June 30, 2022

Present: Commissioners John Avedisian, Richard Bush, Allen Hoffman, Raymond Sweezy, Alvin Taylor, Richard W. Vicino and District Chairman William DiBella (7)

Remote

Attendance: Commissioners Andrew Adil, James Healy, Dominic Pane and James Woulfe (4)

Absent: Commissioners Donald Currey, David Drake, Byron Lester, Maureen Magnan, Alphonse Marotta, Bhupen Patel and Calixto Torres (7)

Also

Present: Commissioner Jacqueline Mandyck
Scott W. Jellison, Chief Executive Officer
Christopher Stone, District Counsel
John S. Mirtle, District Clerk
Steve Bonafonte, Assistant District Counsel
Christopher Levesque, Chief Operating Officer
Robert Barron, Chief Financial Officer / Director of Finance
Sue Negrelli, Director of Engineering
Tom Tyler, Director of Facilities
David Rutt, Director of Operations
Jason Waterbury, Manager of Engineering Services
Robert Schwarm, Director of Information Technology (Remote Attendance)
Nick Salemi, Communications Administrator
Lisa Remsen, Manager of Budget and Analysis (Remote Attendance)
Carrie Blardo, Assistant to the Chief Operating Officer (Remote Attendance)
Victoria Escoriza, Executive Assistant
David Baker, IT Consultant (Remote attendance)
Joseph Szerejko, Independent Consumer Advocate (Remote Attendance)

CALL TO ORDER

The meeting was called to order by Chairman Richard Vicino at 3:01 PM

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MEETING MINUTES

On motion made by District Chairman DiBella and duly seconded, the meeting minutes of May 16, 2022 were approved.

INTEGRATED PLAN

Jason Waterbury, Manager of Engineering, gave a presentation on the integrated plan.

Commissioner Adil entered the meeting remotely at 3:37 PM

NEW TECHNOLOGY, GASIFICATION, AND PYROLYSIS

The Bureau discussed new technology opportunities for the District including gasification and pyrolysis.

Without objection, Chairman Vicino moved to refer this topic to the District Board for creation of a special committee on technology.

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

Independent Consumer Advocate Joseph Szerejko requested that the following letters from speakers at the May 16th Bureau of Public Works Meeting regarding Magnolia Street and his letter to the Bureau of Public Works of June 3, 2022 be entered into the meeting minutes under general public comment. He also asked that the records requested in his letter of June 3, 2022 be provided to him.

Next 1:00 upper Albany

- ① HELLO MDC And To WHOM IT MAY CONCERN
- ② MY NAME IS BROTHER BUNNELL BOURGEOIS I'M A MEMBER OF THE NORTHEND CHURCH OF CHRIST
- ③ MY JOB IS TO HELP OUT WITH IN THE CHURCH SERVICES
- ④ AND CLEAN + FIX THINGS AS NEEDED, ALONG WITH OUR BUILDING MANAGER BROTHER CALEB + BROTHER CRIS WHO IS HERE TODAY
- ⑤ THE LAST TIME I TALKED TO YOU HERE, I HAD A LIST OF DAMAGES, THAT HAPPEN BECAUSE OF THIS SMELLY WATER, IN OUR CHURCH BASMENT
- ⑥ TODAY I WILL BE TALKING ABOUT SPREADING LIES ABOUT THE NORTHEND CHURCH OF CHRIST.
- ⑦ WE WAS ASK TO BRING AND SHOW RECIEPTS FOR THE DAMAGES WITH IN THE CHURCH. ALSO THAKES DAMAGES BOTH OUT SIDE AND IN SIDE THE CHURCH THAT WE CANT SHOW RECIEPTS FOR.
- ⑧ IT WAS AT THIS MEETING, SOME ONE SAID THAT ONE OF OUR MEMBERS SAID THAT CLEAN WATER CAME IN FROM THE FRONT DOOR OF THE CHURCH. THAT WAS NOT TRUE, WE DID NOT SAY THIS, BECAUSE IT DID NOT HAPPEN.
- ⑨

N.
I'D TO BUY A WATER PUMP
AS PUMPING WATER EVERY 1/2 HOUR
- EVERY 5 MIN AT TIMES + EVEN NIGHT

(16) I HAD TO THROW AWAY 6 LARGE GARBAGE
CANS OF CLOTHES, FOR THE COMMUNITY
NOW THAT WAS HEAVY

(17) ~~WE CALL NOW THIS~~
THE BASEMENT STILL NEEDS A LOT
OF WORK. + UP STAIRS

(18) ALL THIS WAS NOT NORMAL, REGULAR
CHURCH DUTIES. ~~WE~~ ~~STILL~~

★ THANK YOU
FOR LESSONING AND YOUR HELP
IN THIS SITUATION

BPW Presentation by Church Member Caleb (05/16/2022)

Mr. Chairman, fellow Commissioners, Staff, and all, good afternoon. Thank you for the opportunity to come before you today and present our case for just redress of the damages caused by sewage that was allowed to accumulate and infect our church which is actually located on Albany Avenue, but the sewer connection is on the nearby cross street on Magnolia. My name is Caleb Eason, and I am here to represent our Church, the Northend Church of Christ, located at 687 Albany Avenue, in the Hartford's North end Upper Albany Avenue area.

Let me begin by categorically saying that our church was not impacted much by the storms in August last year. No water came into the building through any doors or windows. We noticed about 18 or so inches of water in the basement and were puzzled as to the origin. We engaged the services of local businesses to pump out the water from the basement. We noticed that every time we pumped out and the water would come back up again. There was human waste and debris floating around. It had the smell of stale sewage. The heating and hot water systems were contaminated. The wall and all other fixtures and appliances were severely contaminated. We all were personally exposed to the obvious mold and filth associated with the water in the basement. So, our Pastor instructed us to stay away from the basement.

On examination and investigation, we realized that our building sewer lateral was interconnected with those at # 59 and # 69 Magnolia. I understand that Ms. Facey of # 69 Magnolia Street was constantly pumping her basement as well. That which we pumped out was discharged in the parking lot. I later surmised that since the properties shared a common lateral, then the raw sewage coming from the church and the apartments was being recirculated between the two basements. So when we pumped, our basement was being recharged with sewage from the interconnecting apartments and vice versa. That was appalling.

We later understood that MDC had authorized a contractor to abandon the main sewer lateral that connected our properties. That line was physically plugged. That was the reason our church was acting like a cesspool of human waste. This apparently lasted some 3 months. The matter was naturally compounded by the storm because the abandoned property was left with their basement serving as

an underground reservoir collecting the rains and eventually seeping into the sewer lateral and into our basements. That would help push the sewage around between the properties.

When we examined MDC record plans and a plan produced by their own consultant, it was very clear to us, in fact as clear as daylight, that somebody at MDC either made an egregious error or that the personnel lacked the knowledge and expertise to understand what a "Y" connection meant. It was clear from a reading of those records that the Church and the other two properties were more likely than not, to have been interconnected. No permit should have been authorized and issued by MDC without the necessary precaution and care to make sure our properties were protected. I hereby, for the record, note that the Church was not a party to any contractual agreement between MDC and the contractor with respect to the abandonment and plugging of the sewer lateral.

In our ministry, we teach the virtue of humility and honesty. We have not seen either coming from MDC, and that is just sad. We expect and demand accountability from those who have been entrusted to serve our communities.

It is clear that MDC is at fault here, and they should own up, resolve the issues and move on. We have to be made whole!

The MDC Chairman and staff visited the church recently. We appreciated that. Mr. Jellison ordered a hot water tank be put in the church to replace the one that was contaminated. However, our technicians have some concerns about the installation. First and foremost, the hot water tank was placed directly on the infected basement floor. No cinder block or the like was put under the heater, as is customary and required. That is demeaning! In addition, the piping seems too rigid and will probably result in pipe damage and potential water leaks in the future. We expect better.

So, in closing Mr. Chairman, we are not asking for anything more than proper and adequate redress of the damages caused by MDC. Mr. Jellison is still insisting that MDC bears no responsibility. Then who? You cannot say it was an act of God. The good and merciful Father did not plug the sewer lateral. I don't think he told Mr. Jellison's staff to ignore common sense and recklessly directed the demolition and plugging of the sewer lateral that connected our buildings. It was all human misconduct and misbehavior. It should and must be treated as such! MDC knew,

and, or should have known that the properties were interconnected. The record plans clearly show that. Their continued insistence otherwise indicates to us that someone is being dishonest or clearly lacks the knowledge and understanding of those symbols and representations on MDC's old record plans from the City of Hartford. That is not our problem. That is a problem for MDC and MDC alone to recognize and fix.

Thank you very much!

BPW Presentation by June Lyons (06/16/2022)

Mr. Chairman, other distinguished Commissioners, MDC administrators, and all others in attendance, good afternoon. My name is June Lyons. I live on Sargent Street, in the Upper Albany Avenue area of Hartford's North End. I own my home. I came here this afternoon to support the petition of Ms. Joan Facey and the Church, whose properties were severely impacted by the long residence of sewage from human waste in the basements of their properties. This matter, and in particular the response by MDC, has reinforced our long-held belief and conviction about the racial societal, and environmental injustice that exists within our city. The conditions of these properties have been deplorable. I just wonder how MDC would have behaved if the Zip Code was different. We are aware of how MDC treated the Glastonbury property owners when they claimed that their property suffered mold damage from MDC clean water entering their basement, back in the 1990s. We understand that MDC executed an agreement purchasing that building.

MDC, with its report, has tried to degrade and patronize the entire neighborhood. When I read the report sent to you by MR. Jellison, it is as if he was trying to imply that Ms. Facey and the Church do not value much. It is as if he was saying who dare you to come and request just redress for the injustice that you suffered? It is written, or at least read by us between the lines, to say this is what we (MDC) think of you. And in doing so, MDC has employed a tactic to conflate and just throw out speculations about the storm floods, sewage falling off the roofs and into the basement, etc. This is preposterous! MDC cannot conflate one thing. The sewer lateral which connected the three properties was plugged as ordered and directed by MDC, under permit. By plugging the sewer lateral during the demolition of property # 59 Magnolia Street, all other properties so connected could not discharge of their sanitary waste into MDC sewer system. Imagine, this was allowed to pile up for some 3 months. The church and Ms. Facey's property became interconnected and each serving as a reservoir of sewage to the other. Mr. Chairman, any subsequent rain events were not the cause of this predicament. They only served to showcase the problem. Any other water that would have leaked in the basement had nowhere to go because the line was plugged. So everything just kept piling up and the sight and stench were obviously horrendous. The properties were contaminated. I have one question to ask, what does anyone think that emptying 3 or 4 months of waste including kitchen waste into someone's basement look and feels like? These properties have several users and it would be unimaginable!

Mr. Jellison is claiming that the record plans at 59 Magnolia only showed a "Y" connection. But Mr. Chairman, what is a "Y" connection? Any competent, knowledgeable and focused professional should have been alerted to the fact that other properties were being served by the same lateral. So, by Mr. Jellison's own admission, MDC knew that the service lateral at least potentially served other properties. What should they have done, MR Chairman? Very simple. You cannot issue a permit until you investigate and determine how many and what other

properties are connected to the “Y”. The records are amazing! What did MDC do? MDC went ahead and issued the permit knowing fully well that other properties were and could have been connected. MDC should have investigated and determined with certainty, which other properties were so connected. My understanding from talking to professionals is that this would have been a very simple and easy exercise. MDC could have delayed the permit request while they seek permission from nearby adjoining property owners to conduct what they call a “dye” test. That test would have revealed the other properties so connected. MDC was so reckless, that when you examine the plans carefully, the lateral serving those properties run under the foundation of #59 Magnolia and it shows that the said lateral extends beyond to other places. How many other properties, who knows?

We believe that public officials should behave honestly at all times. When the public loses its confidence in their leaders with respect to their ability to provide an honest and truthful representation of facts, then we begin to see erosions of our institutions. This must not be allowed to happen. So tonight, you will hear a rebuttal of the report submitted to you by Mr. Jellison. You will hear testimony detailing how some of the statements and assertions are flat-out Untrue and misleading. You will hear the truths and the facts as they happened!

Thank you very much for your time and patience.

BPW Presentation 05/16/2022 by Marylin Risi

Good afternoon, Mr. Chairman and other Honorable Commissioners and all others present here. I am Marilyn Risi, Executive Director of Upper Albany Main Street, a neighborhood social organization established to promote the development and sustainability of the Upper Albany Avenue areas of Hartford. Many of you might also have been aware that I was one of the So-called CAC members set up by MDC as part of their outreach to the communities during the earlier campaign of the Clean Water Project. Our group was also awarded a contract by MDC to serve as a Community Liaison for the projects. As you might imagine, our group was privy to and a recipient of several design plans given to various community groups and organizations with the MDC system.

Let me begin by categorically stating that the assertions by Mr. Jellison about people altering MDC documents to show multiple connections is totally false and malicious, and worst yet, Mr. Jellison knew or should have known that. To accuse someone or persons of altering documents is a very serious charge and in my view is libelous. What he saw was a schematic representation for presentation purposes, of what the actual records show. These records are MDC own sewer connection lateral drawings, and those from MDC consultants that performed some design of the sewer improvement of the area. A careful review of these plans show a few things:

1. The property at 59 Magnolia Street that was demolished, was actually sitting on a very long sewer lateral that continued beyond the house in a westerly direction. This would indicate to a careful and judicious professional, that that sewer line might also have served other properties beyond that point. And there might be several reasons for that to have happened about a century ago, but that is immaterial to the issue here today. Based on my understanding by consulting with persons knowledgeable about these kinds of systems, the City when it designed the system then, would have more than likely used what is called a Drop Chimney connection to connect the property to the sanitary sewer lateral.
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2. The same lateral also showed that there was a “Y” connection installed pointing in the direction of 69 Magnolia and there were descriptions about the church building on Albany Avenue being connected from the rare.
3. It is my understanding and belief that any reasonably trained MDC personnel with proper, effective, and knowledgeable supervision and oversight executing due diligence, should have recognized that this lateral served multiple buildings, including # 69 Magnolia and the Church.
4. MDC blew it, period! Instead of owning up to their mistakes, MDC engaged in speculations about water coming under doors, through windows, and sewage coming from the roof. What nonsense! Mr. Chairman, have you ever heard of sewage coming off any roof anywhere in the world? That idea in itself is a blatant expression of disrespect towards Ms. Facey. Her property might be in the Upper Albany Avenue area of Hartford where many African Americans live and do business. But I can assure you, there is no sewage coming off any rooftop up there!! Nobody said or could have said that to MR. Jellison.

The properties in dispute were left for several months inundated with raw sewage and which due to its long residence time became very septic, toxic, filthy, unsanitary, and infectious. The rains in August simply compounded the issue in that any potential infiltration and runoff from roof leaders increased the volume inside the properties. It is rather ironic and amazing to read Mr. Jellison’s accounting that there was no sewage in the basement of property # 69 Magnolia. Yet in the same report, he discussed how filth, water going through doors and windows and through walls flooded the place. Which is it? The fact is, any water and sewage trapped inside the house and the church could not have drained out as other properties soon after any storm surcharging had passed. Do you know why? Because the lateral was physically plugged under orders and direction by MDC.

I visited the properties and I experienced the obnoxious sight of sewage squirming around the basements. The smell from the stench was unbearable that made you choke. I called the City, and they responded by evacuating the people in the building. Why would the City have done that if there was no sewage contamination that posed an imminent risk of danger to their health and well-being? Because I saw what I saw and smelled what I smelt, I cannot unsee that

which I saw nor “un-smell” that which I smelt. The basements were inundated with water laced with sewage. How high? I cannot say exactly for sure, but in my estimation, it was more than 15 inches.

So where do we go from here?

- A. Well, the properties were made filthy and unsanitary because of MDC incompetence and egregious negligence. The permit should have never been issued without a determination of what properties were actually served and connected to the sanitary sewer lateral.
 - B. The lateral was plugged and therefore blocked the properties of being able to discharge the sanitary sewage coming from their properties. That sewage coming from 69 Magnolia and the Church were interconnected and those two basements served as sewage cesspools for each other for over 4 months. It is this time of residence inside the basements and the amount of sewage that resulted in the immense stench and unsanitary and infectious conditions of mold and sewage penetrating everything so touched.
 - C. The sewage in their basements has nothing to do with any flooding. In fact, all those properties that experienced surcharging as a result of the rain events had the basements naturally emptied by the sewer system having the surcharged conditions receding shortly after. These two properties did not and could not have any surcharging from MDC system because they were physically disconnected by the plug put in the line. And too, those two properties could not be relieved of any basement sewage because their line was plugged.
 - D. These properties should ideally be abandoned and or completely sanitized with environmental testing done periodically over a period of time. There is a very recent case in Springfield wherein a settlement was reached to something somewhat similar. The owners and occupants should be justly compensated for the damages caused to their facilities and their personal well-being, in addition to any other costs that they incurred, including knowledgeable assistance.
 - E. We firmly believe that the petitioners have suffered enough and this BPW has the power to help with the healing and rehabilitation.
-

I thank you all for your indulgence and I hope you may arrive at a just outcome!

JOSEPH D. SZEREJKO
INDEPENDENT CONSUMER ADVOCATE
860.240.6186 DIRECT TELEPHONE
860.240.5861 DIRECT FACSIMILE
MDCCONSUMERADVOCATE@GMAIL.COM

June 3, 2022

VIA E-MAIL AND REGULAR MAIL

Richard W. Vicino, Chairman
Bureau of Public Works
The Metropolitan District Commission
555 Main Street
Hartford, Connecticut 06103
RVicino@themdc.com

RE: Wastewater Flooding Incident at Corner of Magnolia Street and Albany Avenue,
Hartford, CT – 65 Magnolia St. and 677-681 Albany Ave. (Owner: Joan Facey);
689 Albany Ave. (Owner: North End Church of Christ) – Post-Special Meeting
Letter to Bureau of Public Works (“BPW”)

Dear Chairman Vicino and Commissioners:

By way of follow-up from the BPW's deliberation over Agenda Item #5 at its May 16, 2022 Special Meeting, the Independent Consumer Advocate sends this follow-up letter on behalf of the MDC customers who own or occupy the above-captioned properties, Joan Facey (“Ms. Facey”) and the North End Church of Christ (“Church”) (collectively, the “Customers”).¹ This letter supplements my May 16, 2022 letter concerning this matter.

As you are aware, during your deliberations in the Special Meeting there was discussion of the issue of whether the water that flooded the Properties last year was sewer water or stormwater. Regardless of this issue, it cannot be disputed that *at least a portion* of the water was sewer water because this sewer water could not have gone anywhere else than into the Properties' foundations, basements, or yards *for nearly four months* after the wye branch connecting the Properties to the Magnolia Street sewer main was improperly cut and capped in June of 2021 (hereinafter referred to as the

¹ Specifically, as identified in my May 16th letter, the subject properties are: 59 Magnolia Street (“59 Magnolia”), 65 Magnolia Street/677-681 Albany Avenue (“the Facey Property” or “677-681 Albany”), and 689 Albany Avenue (the “Church Property” or “689 Albany”). The properties are again collectively referred to as the “Properties”.

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“Magnolia/Albany Pipe”). Hence, at least a portion of the flooding on the Properties had to have resulted not from an act of God, but instead from the improper issuance of an MDC permit to cut and cap the Magnolia/Albany Pipe where.

Contrary to one of the Commissioner’s suggestions at the Special Meeting, it is impossible that for all of this time of disconnection the sewage and other wastewater that was flushing into the Magnolia/Albany Pipe was simply lodged in inside of it. To put things in perspective, we ask that MDC staff provide you with the water meter readings during June to October of 2021 for MDC Account Number 21050635 and Meter Number 40611835, both of which are associated with the Facey Property. Ms. Facey’s bills from this period show that the 6/17/21 meter reading for the Facey Property was 2,615.59 CCF and the 10/19/21 meter reading was 2,750.91 CCF. Subtracting 2,615.59 from 2,750.91 yields the total water volume that was going into the Magnolia/Albany Pipe for the Facey Property during this period, which is 134.41 CCF. Given that one CCF is 748 gallons and that this does not even include the readings for the Church Property, this means that at least 100,000 gallons of wastewater (100,538.68 gallons) was being discharged into the Magnolia/Albany Pipe while it was disconnected to the sewer system.

There is no way that this amount of wastewater could have been lodged in the Magnolia/Albany Pipe during these several months, and the water eventually had to have traveled to one of the following places during that time of no service: (i) 59 Magnolia’s foundation; (ii) the Facey Property’s basement; (iii) the Church Property’s basement; or (iv) the ground on any of the Properties. The Customers have presented evidence demonstrating that this water did end up in both the Facey Property’s and Church Property’s basements.² For example, the photograph taken by Ms. Facey in October 2021 (see Exhibit A) shows green dye that had been used for testing wastewater flow into the Magnolia/Albany Pipe, and it shows that this water ultimately traveled into the Facey Property’s foundation. The Customers do not dispute that Tropical Storms Fred and Ida occurred or that they were significant, but given the amount of wastewater being discharged into the Magnolia/Albany Pipe and eventually into the Properties, some of the water that caused damage to the Properties had to be wastewater, even if mixed with stormwater.

As a result, the Church Property basement, Facey Property basement, the 59 Magnolia foundation, and the surrounding grounds must be professionally and adequately tested for contaminants, sanitized, and certified as safe and habitable.

² By way of further demonstration, using a basement footprint of 35 feet multiplied by 35 feet (1225SF), and multiplying this figure by 3 roughly yields a volume of at least 3,675 cubic feet. Dividing the June to October 2021 water consumption figure for the Facey Property, 134.41CCF (13,441 cubic feet), by 3,675 would mean that each basement could have had at least up to 3.65 feet of wastewater discharged into them, independent of any storm event or any other flow source.

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None of this has been performed to date, despite the fact that MDC discovered that wastewater had been improperly diverted from its sewer system when its contractor reestablished the Magnolia/Albany Pipe's connection to the sewer system in October 2021. Knowing of the nature of this hazard, the testing and sanitization that the Customers request should have been the *first* thing that MDC staff did after the October 2021 discovery, instead of waiting until the day after the Customers presented the matter at the District Board's April 2022 meeting.

At the Special Meeting one of the Commissioners or District Counsel Stone had asked for proof of any insurance claims that Ms. Facey or any of the Customers had filed after the incident. Attached hereto as Exhibit B is a copy of a letter that Ms. Facey's insurer sent to her recently with respect to the claim that she filed after the damage was reported. Although the letter shows that Ms. Facey's insurer denied her claim as a result of exclusions and other coverage terms in her policy, it tellingly states that the adjuster's investigation revealed that some of the water came from sewer flow. It also states that the damage appeared to have occurred over a period of time during the summer months of 2021, prior to October 24, 2021. When coupled with the undeniable fact that during these storms there was at least some wastewater in the Magnolia/Albany Pipe that had not been properly discharged as a result of having nowhere else to go, even this coverage denial letter demonstrates that some of the water that flooded the Properties' basements resulted from the improper cutting and capping of the Magnolia/Albany Pipe.³ Further, it is the ICA's understanding that after the coverage letter was issued to Ms. Facey, her insurer learned that the Magnolia/Albany Pipe had been disconnected for several months in connection with the 59 Magnolia demolition, a fact that it had not known prior to issuing the letter. In light of this, it appears that the insurer is still considering its final determination as to Ms. Facey's claim.

The ICA anticipates that the Customers may provide additional documents and photographs concerning the damage to the Properties at a future date, but the BPW must take swift action to remedy this situation as soon as possible. Finally, the ICA and the Customers request that MDC staff provide copies of the following documents to them as soon as possible:

³ Of course, the coverage denial letter and this matter in general highlight the overarching issues surrounding the Clean Water Project and sewer separation in the Upper Albany neighborhood—particularly for properties like the Properties which lie on the corners of streets intersecting with Albany Avenue. For example, although separation projects were carried out on Sigourney, Burton, Irving, and Magnolia Streets as part of the CWP, unlike many of the properties on these streets, at least the Facey Property and the Church Property were improperly left out of the separation project because MDC wrongfully assumed that they were connected to Albany Avenue's main.

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- All written inspection reports and/or testing results that were prepared by MDC staff or MDC's third-party consultants concerning the water damage at the Properties from August 20, 2021 to the present date;
- Any notices or other written communications that MDC sent to the Customers about the demolition of 59 Magnolia; and
- All water meter readings and billing records concerning the Properties during the months of June 2021 to November 2021.

Very truly yours,



Joseph D. Szerejko
Independent Consumer Advocate

Enclosures

cc (Via E-mail to): Scott Jellison, CEO (MDC)
William DiBella, Chairman of District Board (MDC)
Christopher Stone, District Counsel (MDC)
John Mirtle, District Clerk (MDC)
City of Hartford, DPW
The Hartford Land Bank
UAMS
Joan Facey
North End Church of Christ

EXHIBIT A



EXHIBIT B



AmTrust North America
An AmTrust Financial Company

May 2, 2022

Joan Facey

REDACTED

Hartford, CT 06105

Re:	Insurance Co.	Associated Industries Insurance Company, Inc.
	File Number:	REDACTED
	Policy Number:	REDACTED
	Policy Term	January 11, 2021 – January 11, 2022
	Policyholder:	Joan Facey.
	Date of Loss:	10/24/2021
	Location of Loss:	668-681 Albany Ave., Hartford, CT 06105

Dear Ms. Facey:

AmTrust North America is the claims administrator for Associated Industries Insurance Company, Inc., the commercial property insurance carrier for Joan Facey, and we received your claim for water damages under the above captioned matter.

We assigned a field adjuster to meet with you and inspect the property to confirm the cause of the water damages. At the inspection, they confirmed that the damages did not occur on the reported date of loss of October 24, 2021. Rather, the damages occurred over the summer due to a few significant rainstorms, namely Tropical Storm Fred in August and Hurricane Ida in September. The rains from these storms overwhelmed the city sewer system, causing water to back up from drains into the upper and lower basements of the building. Additionally, the roof gutters also tie into the city sewer system, which caused the water to back up on the roof, leaking into the commercial spaces below. You advised that no damages were noted to the roof, and no repairs were made to the roof after the leaks occurred.

Please be advised that we have completed our investigation of this matter and determined it is not covered under your policy for the reasons set forth below. Accordingly, Associated Industries Insurance Company, Inc. hereby disclaims coverage of this matter to Joan Facey.

P.O. Box 6935 • Cleveland, OH 44101-1935

Email: Amtrustclaimsmail@amtrustgroup.com • (f) 518.213.1908 • www.amtrustnorthamerica.com

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We refer you to policy form **CP 00 10 10 12, BUILDING AND PERSONAL PROPERTY COVERAGE FORM**, which states in relevant part:

- A. **Coverage**
We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.
 - 3. **Covered Causes Of Loss**
See applicable Causes Of Loss form as shown in the Declarations.
- B. **Exclusions And Limitations**
See applicable Causes Of Loss form as shown in the Declarations.
- E. **Loss Conditions**
The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions
 - 3. **Duties In The Event Of Loss Or Damage**
 - a. You must see that the following are done in the event of loss or damage to Covered Property:
 - (2) Give us prompt notice of the loss or damage.
Include a description of the property involved.
 - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.

We refer you to policy form **CP 10 30 09 17, CAUSES OF LOSS – SPECIAL FORM**, which states in relevant part:

- A. **Covered Causes of Loss**
When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy
- B. **Exclusions**
 - 1. We will not pay for loss or damage caused directly or indirectly by any of following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
 - g. **Water**
 - (1) Flood, surface water, waves (including tidal wave and tsunami), overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
 - (2) Mudslide or mudflow;

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- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows or other openings or
- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or otherwise caused. An example of a situation to which this exclusion applies is a situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if Water, as described in g. (1) through g.(4) above results in fire explosion, or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

- 1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
 - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

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As noted above, your policy requires you to notify us promptly of any damages, and it does not cover damages due to surface water or water that backs up from a sewer or drain. Additionally, interior damages due to rain are only covered if the building first sustains damage to its roof or walls from a covered cause of loss through which the rain enters. As you advised, the roof did not sustain any damage from any covered cause of loss. Based on the above information, there is no coverage for the water damages to your property.

We also refer you to your **CP 00 90 07 88, COMMERCIAL PROPERTY CONDITIONS** form, which states in relevant part:

- D. Legal Action Against Us**
No one may bring a legal action against us under this Coverage Part unless:
- 1. There has been full compliance with all of the terms of this Coverage Part; and**
 - 2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.**

This letter and our actions to date in investigating this matter do not constitute a waiver of any policy provisions or defenses available to us. We reserve our rights to amend, alter or supplement this letter should information become known in the future that would affect the content of this letter.

If any of the factual information relied upon by us in this letter is inaccurate in any way, please advise us immediately in writing. To the extent you disagree with this decision, we encourage you to provide any information or documents you believe necessary to ensure that Associated Industries Insurance Company, Inc. makes a fully informed decision regarding your claim. Please understand that various policy provisions may apply should additional information come to light, and Associated Industries Insurance Company, Inc. must reserve its rights accordingly.

Pursuant to Public Act 03-55, we are required to include the following information.

If you do not agree with this decision, you may contact the Division of Consumer Affairs within the Insurance Department.

Address: Connecticut Insurance Department
Consumer Affairs Division
P O Box 816
Hartford, CT 06142-0816

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Telephone: 800-203-3447 (Connecticut only)
860-297-3900 (Hartford Area or outside of Connecticut)

E-mail Address: ctinsdept.consumeraffairs@po.state.ct.us

Please contact the undersigned with any questions.

Very truly yours,



Patrick Burke CPCU, AIC
Claims Adjuster III
Property Claims
(212)739-9374
Patrick.Burke@amtrustgroup.com

cc: Joseph Krar & Associates, Inc. - GBA
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COMMISSIONER COMMENTS & QUESTIONS

Commission Bush inquired about why the MDC does not have an irrigation rate.

Commissioner Taylor inquired about the Hartford Commissioners' stance on the flooding issue at Magnolia Street and Albany Avenue.

Commissioner Hoffman asked why gasification and pyrolysis doesn't go to the Strategic Planning Committee and use the existing committee structure instead of creation of a new committee.

Commissioner Vicino congratulated Jason Waterbury, Manager of Engineering, and Dave Rutty, Director of Operations, on their recent promotions.

ADJOURNMENT

The meeting was adjourned at 4:56 PM

ATTEST:

John S. Mirtle
District Clerk

Date of Approval