

**Quarterly Report of the Independent Consumer Advocate (ICA)**  
**for the Metropolitan District of Hartford County (MDC)**

**(April 1, 2022 – June 30, 2022)**

**Introduction**

In my capacity as ICA, I hereby submit this second Quarterly Report for the 2022-23 term, in which I summarize some of my more notable work during the second quarter of the 2022 calendar year.<sup>1</sup>

**Magnolia/Albany Ave. Sewer Overflow Issue**

A substantial amount of my time this past quarter was devoted toward trying to seek redress for MDC water and sewer customers who own or occupy properties located at the intersection of Magnolia Street and Albany Avenue in Hartford's North End. Specifically, these properties are located at 65 Magnolia Street/677-681 Albany Avenue ("Facey Property" or "677-681 Albany"); 687 Albany Avenue (the "Church Property"); and 59 Magnolia Street ("59 Magnolia") (collectively, the "Properties"). The affected customers with whom I have worked during my factual investigation are Joan Facey, owner of 677-681 Albany and representatives of the Northend Church of Christ, the owner of the Church Property. Given that this matter involved an incident having to do with the sewer connections for the Properties, I have focused my efforts on presenting it before the MDC's Bureau of Public Works ("BPW"). During this quarter, I spent time meeting with and interviewing the owners and occupants of the Properties. I also spent a good amount of time researching relevant MDC Charter provisions and Ordinances, as well as relevant statutes and regulations. In addition, I reviewed surveys, permits, and other MDC records concerning the Properties. I also spent time communicating with MDC Officers, Staff, and Commissioners about the matter in the hopes that MDC would use its resources to investigate the matter further and potentially to provide some kind of relief to Ms. Facey and the Church.

Upon information and belief, most of the relevant facts concerning this matter are contained in the Minutes of the BPW's May 16, 2022 Special Meeting (*see* Agenda Item #5) and its June 30, 2022 Special Meeting. To summarize though, in June of 2021, the MDC issued a permit to cut and cap the sewer lateral connection at 59 Magnolia. Although records in MDC's possession appeared to reveal this, at the time the permit was issued, MDC did not know that the 59 Magnolia connection shared a y-branch lateral connection with the Facey Property and the Church Property. Instead, MDC personnel thought that the Properties were connected to sewer via the main on Albany Avenue. As a result, in late June or early July of 2021 when the 59 Magnolia connection was cut and capped per the MDC permit, so were the sewer connections for the Properties. MDC did not intend to do this but it is quite problematic because while 59 Magnolia was vacant at the time, the Church Property and the Facey Property were still occupied and their sewer connections were still in use. In the summer months of 2021 that followed the

---

<sup>1</sup> I apologize for the late submission of this Quarterly Report, but I had several trials and other non-MDC-related litigation matters which required significant amounts of my time during the past several months. As a result, I was unable to complete this report until now. I will strive to submit my future quarterly reports in a timely manner.

demolition of 59 Magnolia (late June 2021 to September 2021), Ms. Facey, her residential tenants, and the Church continued to use their respective sewer connections, but because the shared y-branch lateral had been cut and capped pursuant to the 59 Magnolia permit, the wastewater from these Properties was not being discharged properly into MDC's mains and treatment facilities. Several tropical storms occurred in the area during August and September of 2021, causing flooding and further stormwater damage to the Properties. After Ms. Facey and the Church submitted formal complaint to MDC Staff in or around September of 2021, the improperly cut-and-capped 59 Magnolia connection was discovered by MDC and its contractors reestablished the sewer connections to the Properties in October of 2021.

Although MDC Officers and Staff presented their own factual findings and conclusions regarding the matter in an April 19, 2022 Letter addressed to the affected customers<sup>2</sup> and in a Powerpoint Presentation given to the BPW at its May 16<sup>th</sup> Special Meeting, I dispute some of these findings and conclusions. In short, while MDC Staff does not appear to dispute that the Properties suffered water damage during at least some of the summer months of 2021, they have concluded that the water damage was wholly attributable to the stormwater flooding caused by Tropical Storms Fred and Ida, not by the improper capping of the 59 Magnolia sewer connection. The BPW appears to have concurred with Staff's findings. The BPW held the matter open at both its May 16, 2022 and June 30, 2022 Meetings, but to my knowledge, the BPW has not taken any further action on the matter and appears to be resting on its conclusion that it bears no responsibility for the incident because the water damage caused to the Properties only resulted from stormwater, not wastewater. I continue to dispute this conclusion and on behalf of Ms. Facey and the Church, I demand that the BPW and MDC reconsider its position. In my opinion, the mere possibility that sewer water from the Properties could have been going into the soil and other areas on and surrounding the Properties for *several months* necessitates further investigation and potentially, corrective action by MDC. Specifically, as I stated at the May 16<sup>th</sup> Meeting, I insist that MDC Staff, some other government regulatory agency, or another qualified professional must conduct testing for contaminants and other hazardous materials at the Properties as soon as possible. Depending on the results of these tests, I will again demand that the Properties should be sanitized and restored as soon as possible.

### **LIHWAP/Payment Relief Programs**

During this quarter, the ICA also spent a good amount of time trying to raise MDC customer awareness about a key financial assistance program for water customers in Connecticut, the Low Income Household Water Assistant Program ("LIHWAP") administered by the Connecticut Department of Social Services ("DSS"). MDC Officers and Staff were helpful to me in this regard. In addition to preparing a Press Release on the issue, I provided a written summary of LIHWAP and other potential customer payment relief programs to a representative of the West Hartford Senior Advisory Commission. I also assisted several customers in submitting LIHWAP applications. The application process is understandably confusing for some customers because although LIHWAP uses federal funding and is

---

<sup>2</sup> The Letter does not appear to be in the Minutes for the BPW's May 16, 2022 Special Meeting but it is contained in the Agenda materials for this Meeting. The Powerpoint Presentation is in the BPW's May 16, 2022 Meeting Minutes.

administered through DSS, customers are required to submit LIHWAP applications to their respective Community Action Agencies (“CAAs”). The CAA for MDC customers is the Community Renewal Team (<https://www.crtct.org/>) and as such, I spent time trying to coordinate LIHWAP applications for several customers with that organization. One issue that I encountered during this application process concerns tenants. Specifically, I learned that although tenant customers can qualify for LIHWAP assistance, in order to do so they either: (1) must receive the water bills in their own name (not the landlord’s); or (2) must provide lease and other documentation to CRT showing that their rent includes water bills and they must enter into an agreement with their landlord that ensures that any credit which is posted to the landlord’s MDC account is ultimately credited towards the tenant’s rent or is otherwise paid to the tenant. My experience demonstrated that it was very difficult for tenant applicants to get their landlords to cooperate in the application process under the second option. I also learned that it is MDC policy that no customer accounts are kept in the name of tenant customers because the accounts run with the land. Therefore, MDC customers who rent realistically could only submit a LIHWAP Application through the second, more cumbersome option. I plan to try and persuade MDC to change its policy to not keep any record of tenants being responsible for accounts because this should not be the only reason why an otherwise eligible applicant is denied access to LIHWAP funds. To the extent I am able to do so, I may also focus my efforts on trying to get DSS and/or CAAs like CRT to change their policies on offering assistance to tenants.

In addition to LIHWAP, the ICA spent some time this quarter helping several low-income customers with setting up payment plans offered by MDC itself in order to avoid shutoffs for nonpayment. I thank MDC Staff for working with me and with these customers in order to help them avoid shutoffs.

### **Individual Customer Complaints re: Billing and Other Issues**

In a similar manner to my work during the first quarter of 2022, I devoted a substantial amount of my time during the second quarter toward addressing customer complaints concerning MDC’s billing practices or utility service operations. These complaints and issues generally can be summarized as follows:

- **CSO/SSO problems:**
  - A West Hartford customer submitted a complaint to me about the cover to a manhole near his home which kept popping out during rain and storm events. The increased water flow to the manhole during storm events apparently had kept causing the cover to become displaced during the months before he contacted me. MDC Staff met with the customer on several occasions, and they suggested constructing a temporary berm and other erosion and sedimentation control measures, but they apparently had to delay construction of these measures due to the municipal permitting process. Despite my efforts to try and advocate for swifter action by MDC Staff, it appears that this manhole is still presenting problems for this customer.
  - A Hartford customer complained to me that the basement in his condominium building kept flooding during storm and heavy rain events, and it appeared that

the water was overflowing or being redirected from nearby clogged catch basins. I communicated with MDC Staff in an effort to try and resolve the issue but I learned that municipal officials typically take responsibility in addressing certain stormwater issues similar to this one. That said, MDC Staff did determine that part of the issue with this customer may have been partly due to a defective backwater valve at the property. It is my understanding that MDC Staff did eventually hold an appointment with this customer in order to discuss fixing the backwater valve.

- **Billing problems:**

- A Wethersfield customer contacted me and complained about the fact that on several occasions in recent billing cycles since MDC has changed from quarterly billing to monthly billing, when he submitted his electronic payment, his next bill not only would still include that previous balance, but it also would include a late fee. When he contacted an MDC Customer Service representative, he was told that if his electronic payments were not made at least 3 days prior to the due date, then the payment would get applied to the next bill. I tried to forward this complaint to appropriate MDC Staff to see if this is true and if so, whether this fact can be made clearer to customers. To my knowledge, however, this issue still has not been resolved.
- One West Hartford customer who had fallen behind in paying her water bills due to medical issues contacted me in order to find out about potential payment relief programs. In addition to helping her apply for LIHWAP assistance, I coordinated her getting in touch with MDC Staff in an effort to try and arrange for an installment payment plan.
- A Hartford customer who had been receiving water bills with abnormally high balances for the past several billing cycles contacted me in an effort to try and understand whether the bills were in fact accurate. The customer believed that her account information was incorrect in MDC's records and that this may have been the reason for why she was being charged late fees and was receiving high water bills. I communicated with MDC Staff to ensure that they had the correct account information for the customer, which they confirmed. I then learned that the customer's bills were high because she had accumulated an arrearage over time as a result of having not completely paid off some of her older bills. I then helped the customer apply for LIHWAP assistance as the information she provided to me suggested that she might be eligible for the program.

- **Property damage/Utility services-related problems:**

- A West Hartford customer contacted me to complain about an incident where her sprinkler was damaged by MDC contractors who had performed sewer work on her street. During several months prior to the customer's contacting me, MDC contractors had performed excavation and other work on her street in order to replace the water main. To her knowledge, neither she nor any of the other customers on her street were given any advance notice about the extent of work to be performed, the time during which the work would take place, or whether the work would impede their driveway access. After the work was performed, the

customer noticed issues with her house's plumbing, which caused her to have to engage a plumber to perform repairs to her home's plumbing system. The customer, however, continued to notice more issues with her plumbing and her basement eventually flooded with wastewater. After this contractor contacted MDC, a technician investigated the property and determined that there was damage to the lateral connecting her home to the sewer main. MDC eventually engaged a contractor to clean the customer's basement and it covered the cost for that damage. MDC contractors also eventually returned to the property and replaced 30 feet of the damaged sewer lateral but during that process, they dug up portions of the customer's lawn, her curb, and the sidewalk in front of her property and they damaged the customer's sprinkler line. The customer then contacted me and I brought the issue to the attention of MDC Staff. MDC contractors then returned to the Property, repaired, and replaced the customer's damaged sprinkler line.

- A Wethersfield customer contacted me and complained about property damage caused to her driveway by MDC-related construction work. According to the customer, in February of 2016, MDC contractors came out to repair the meter pit under the customer's driveway. Upon doing so, they proceeded to cut a 6-foot square in her newly paved driveway. Although the contractors covered and sealed this square shortly after performing the work, since then, cracks had started to appear directly in the patch. Over the last several years, deep cracks had formed from 3 of the corners of the patch. The customer called the MDC Customer Service Department, she explained the damage to her driveway, and she requested that MDC repair it. After the MDC Claims Representative came out to inspect the driveway, MDC determined that the damage was too old to repair, given that it was over 5 years old. MDC informed the customer of this determination. The customer then contacted me to submit her complaint. From what the customer told me, were it not for the fact that MDC's water cover had not risen out of the meter pit and protruded out of her driveway, this repair would not have been required in the first place. Despite my trying to convince MDC Staff to repair the cracks in the customer's driveway based on information she provided to me, MDC ultimately declined to perform the repairs demanded by the customer.
- A Wethersfield customer contacted me about damage to his property—specifically his water tank—that resulted from MDC construction work that had been performed on his street. The property across the street from this customer's property experienced a leak and so after reporting it to MDC, Staff or MDC contractors came to the street to repair the leak. Because of the location of the leak, Staff/contractors had to temporarily shut down the water main on the street. During the temporary shutdown, the complaining customer's water lines likely depressurized. When water service was restored, the sudden increase in water pressure caused the customer's water tank to break. Further, because the customer was not living at the property at the time, there was a resulting leakage that went unaddressed, and he received a substantially higher water bill for the subsequent

billing cycle. After the customer contacted me, I communicated with MDC Staff in order to seek a leak adjustment to the customer's bill.

- A West Hartford customer contacted me and complained about damage that had occurred to her property as a result of MDC contractors performing excavation and other work related to the South Hartford Conveyance and Storage Tunnel project on her street. According to the customer, MDC contractors had caused interior and exterior damage to her property with their excavation, drilling, and other construction work performed on her street. In November 2019, one of MDC's contractors hit the glass of one of her pillar lights, leaving glass pieces around the pillar light. The MDC contractor apparently explained what happened to the customer and the contractor indicated that they would cover the replacement cost for the pillar light. However, when the customer called MDC to confirm that this was going to happen, she was told that if she did not have the video of the contractor explaining that he damaged her pillar light, the claim would have resulted in a denial. It then took the customer having to send several e-mails and make several phone calls to MDC for her pillar lights finally to be replaced. In May of 2020, MDC contractors had dug up an area of this same customer's sidewalk in order to perform some more construction work. When they were finished, the MDC contractors replaced the affected area of the sidewalk with an unlevel asphalt slab instead of restoring it to its prior condition. People in the customer's neighborhood thereafter walked on this sidewalk but according to the customer, at least one elderly person got stuck on the asphalt slab with his walker when walking on this portion of the sidewalk. During this same time period of May 2020, MDC contractors were performing heavy digging and drilling construction activities on this customer's street. These activities were loud and caused the customer's home to vibrate excessively. The vibrations from the construction activities were so strong that the customer started seeing her interior walls crack and she saw her window frames separate from the walls. In addition, the vibrations detached electrical wiring from some bedrooms in the customer's home and her kitchen light assembly even collapsed to the floor. The customer also noticed all of the following while MDC contractors were performing CWP work on her street: chunks of veneer stone fell off the front of her house; her carport stone walls shifted and separated; and she saw a collapse of stonework on one of her pillars. Despite the customer's inquiries with MDC Staff shortly after the damage occurred, however, she was not given any direction as to how to submit a claim. According to the customer, on repeated occasions she asked MDC about how to resolve the damage but she was told that she needed to communicate with the contractors directly about the matter. When the customer followed up with the contractors, however, she was either told that she needed to communicate with other subcontractors, with their insurers, or with MDC Staff. In sum, this customer was left with nowhere to turn and she contacted me in order to receive guidance. I brought this matter to the attention of MDC Staff and it is my understanding that at least one of the involved contractor's insurers is investigating some of the customer's damage claims. In my opinion, however, this customer's story serves as a prime example of the need for better communication amongst MDC Staff, its contractors, and their insurance carriers

when a customer submits a claim for property damage arising from MDC-related construction.

- **Miscellaneous**

- Several Glastonbury customers contacted me and submitted a complaint about their having had 4 recent water pipe failures at their property. On each occasion, the customers engaged a plumber to come out to inspect their pipes and each time the plumber determined that the cause was green corrosion in the pipes. The customers saved a section of the pipe that the inspector cut out. After I brought the complaint to the attention of MDC Staff, Staff met with the customer shortly thereafter and performed testing of water samples in order to test for contaminants. To my knowledge, no contaminants were discovered and this issue was otherwise resolved.
- A Bloomfield customer contacted me to complain about being treated poorly by an MDC Customer Service Representative when he called to ask questions about his account. After I brought this to the attention of MDC Staff, it is my understanding that Staff relayed the complaint to the Representative and that they took whatever disciplinary action—if any—was necessary.
- A West Hartford customer contacted me to complain about having observed many vehicles traveling at twice the posted speed limit of 20 mph at Reservoir #6. He further shared with me that on several occasions, the speeding vehicles have cause him to have to scurry off the road with his dog in order to seek safety. I have tried to bring this to the attention of MDC Staff but I will continue to advocate for more safety measures to be put into place in MDC reservoirs and other MDC-owned recreation areas so that speeding is eliminated or that offenders are punished appropriately by the proper authorities.

### **Community Outreach and Meeting Attendance**

The ICA continued to attend many of the regular and special meetings held during this quarter by the MDC's District Board, its Water and Public Works Bureaus, and its other Committees. With few exceptions, I attended these public meetings on a fairly regular basis and beforehand I devoted time towards reviewing Agenda materials and other related documents in order to follow discussion and other actions taken during these meetings. Where it was appropriate, I also made comments on Agenda items during the Public Comment portions of these Meetings.

I also had informal meetings with Chairman DiBella and with at least one MDC Commissioner in order to discuss general policy issues concerning MDC's customers. If possible, I plan to continue meeting with more MDC Commissioners in the coming months as well. I also plan to meet with elected and other officials from MDC Member and Non-Member Towns in order to discuss how I may be of further assistance to them in my role as ICA.

Finally, I spent some time this past quarter attending several meetings of organizations that are focused on policy issues affecting water, wastewater, and utilities customers in Connecticut. One such organization whose meetings I attended was the statewide Water Planning Council. I plan to attend future WPC meetings and I also plan to attend the meetings of other similar organizations in the remainder of my Term as ICA.

Respectfully submitted,



Joseph D. Szerejko  
Independent Consumer Advocate (MDC)  
August 25, 2022