



The Metropolitan District
water supply · environmental services · geographic information

**BUREAU OF PUBLIC WORKS
SPECIAL MEETING
MONDAY, SEPTEMBER 28, 2026
4:30 PM**

Location

Board Room
District Headquarters
555 Main Street, Hartford

Commissioners

Avedisian	Johnson
Bazzano (VC)	Lester
Bush	Magnan
Currey (Ex-Officio)	Maylor
DiBella	Patel
Drake	Torres (C)
Gentile	Woulfe
Healy	

Dial in #: (415)-655-0001

Access Code: 2303 893 2729 #

[Meeting Video Link](#)

Quorum: 8

- 1. CALL TO ORDER**
- 2. PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS**
- 3. INDEPENDENT CONSUMER ADVOCATE COMMENTS & QUESTIONS RELATIVE TO AGENDA ITEMS**
- 4. APPROVAL OF MEETING MINUTES OF JULY 27, 2026**
- 5. CONSIDERATION AND POTENTIAL ACTION RE: EASEMENT - LOOMIS CHAFFEE SCHOOL, WINDSOR AT ISLAND ROAD PUMP STATION**
- 6. CONSIDERATION AND POTENTIAL ACTION RE: DEVELOPER PERMIT AGREEMENT – 64-68 PRIVILEGE ROAD, BLOOMFIELD**
- 7. OPPORTUNITY FOR GENERAL PUBLIC COMMENTS**
- 8. COMMISSIONER REQUESTS FOR CONSIDERATION OF FUTURE AGENDA ITEMS**
- 9. ADJOURNMENT**

**BUREAU OF PUBLIC WORKS
ACCESS EASEMENT AGREEMENT
ACROSS PROPERTY OF THE METROPOLITAN DISTRICT
2 BATCHELDER ROAD, WINDSOR**

To: Bureau of Public Works for consideration September 28, 2026

Pending a mutually acceptable agreement with The Loomis Institute, Lance Hall, Director of Physical Plant, for the Loomis Chaffee School, ("Loomis"), having its principal office in the Town of Windsor, has requested two (2) access easement areas within the property of The Metropolitan District ("MDC" or "District") containing the Island Road Wastewater Pump Station and appurtenances located at 2 Batchelder Road (the "Property"), for the purpose of installing suitable vehicular parking and equipment storage and other site improvements for and in connection with existing Loomis Grounds Maintenance Building located opposite the Property as shown on the attached map (the "Map").

In a reciprocal response to the District's initial request to grant a permanent 20-foot-wide access easement to the MDC through a certain piece of property owned by Loomis located at 1228 Windsor Avenue in the Town of Windsor (the "Reciprocal Property"), measuring 5,824 square feet or 0.13 acres in area, for the purpose of gaining access to an existing MDC sewer, Loomis is requesting two (2) new access easements, comprising (i) an easement area, 2,529 square feet or 0.06 acres in size, measuring 58-foot-wide and approximately 35 feet to 57.3 feet in length, located along the northeast corner of the Property, and (ii) a second easement area, approximately 1,970 square feet or 0.05 acres in size, measuring 60- to 65-foot-wide and approximately 30 feet to 35 feet in length, located along the southeast corner of the Property, to construct and install equipment storage, vehicular parking, and a security fence as shown on the Map (collectively, the "Easement Areas"), with the understanding that the proposed storage, parking, and other related site improvements to be installed by Loomis will take place after the proposed MDC rehabilitation work is complete for the Island Road Wastewater Pump Station Facilities, which is scheduled to commence in early 2027 and to be substantially completed by late 2028.

MDC staff has concluded that proposed easements will not disrupt existing and future uses of the Properties as a result.

Loomis has agreed to the following conditions in order to satisfy the District's concerns for protection and access of the Property:

1. No hazardous materials or permanent structures, foundations, or facilities are allowed to be installed within the Easement Areas. The District shall have the right to erect or allow to be erected any buildings, structures, or other utilities infrastructure or improvements outside the Easement Areas within 5 feet of any Loomis facilities or any structures erected on the District's premises.

2. The District shall have the right to enter in and upon the Easement Areas, to pass and repass over the same or perform any other work necessary or convenient for the construction, maintenance, inspection, use, operation, repair, replacement, or protection of MDC infrastructure as long as that work or activities will not permanently interfere with said use by Loomis of said Easement Areas.
3. Loomis shall take care during the performance of any work for the purpose of inspecting, maintaining, repairing, or removing the same, and shall have the right, after consultation with the District when practicable, to trim and keep trim, cut and remove such trees or shrubbery as in the judgement of Loomis are necessary to maintain its services provided this work does not limit access and protection of MDC infrastructure located alongside these Easement Areas.
4. No additional permanent site improvements, other than the proposed improvements, shall be located within these Easement Areas without coordination and written permission from the District.
5. The District shall not be held liable for any damage caused to any structure listed above, located within or adjacent to the Easement Areas in the event of an emergency repair of MDC infrastructure. The District will make every effort feasible to minimize damage to these structures; however, the cost of repairs to such structures shall be the responsibility of Loomis.
6. Loomis reserves the right to remove improvements within these Easement Areas at any time if so, required for maintenance, repair or replacement of structures, equipment and appurtenances or any part thereof. Loomis shall bear any additional maintenance, repair or replacement costs necessitated by the presence of improvements within these Easement Areas, including any such costs incurred by the District, including costs associated with any disruption of service to MDC facilities.
7. A preconstruction meeting shall be held prior to commencing any such activities within each property and Easement Areas. An MDC inspector must also be on the job site whenever work is being performed within the Property and Easement Areas, and Loomis shall be responsible for the cost and expense of such inspector. Forty-eight (48) hours advance notice must be given to the District prior to commencing any such activities within the Easement Areas, except in the case of an emergency, in which case notice must be provided to the District as soon as practicable.
8. Loomis shall at all times indemnify, defend and save harmless the District, any municipality included therein, and the State of Connecticut and shall maintain the District's standard form of requisite insurance as stipulated in the MDC's most current Guidance Manual for Developers' Permit Agreements, which

insurance shall remain in force and effect during the performance of any work within the Easement Area.

9. Loomis shall be responsible for obtaining any and all federal, state, or local approval necessary for installing the improvements, including but not limited to the removal and construction of the same.

Staff have reviewed this request and consider it feasible.

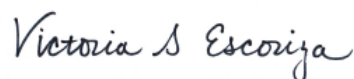
A formal easement agreement shall be executed between Loomis and MDC, consistent with current practice involving similar requests, and filed on the Town of Windsor land records.

It is **RECOMMENDED** that it be

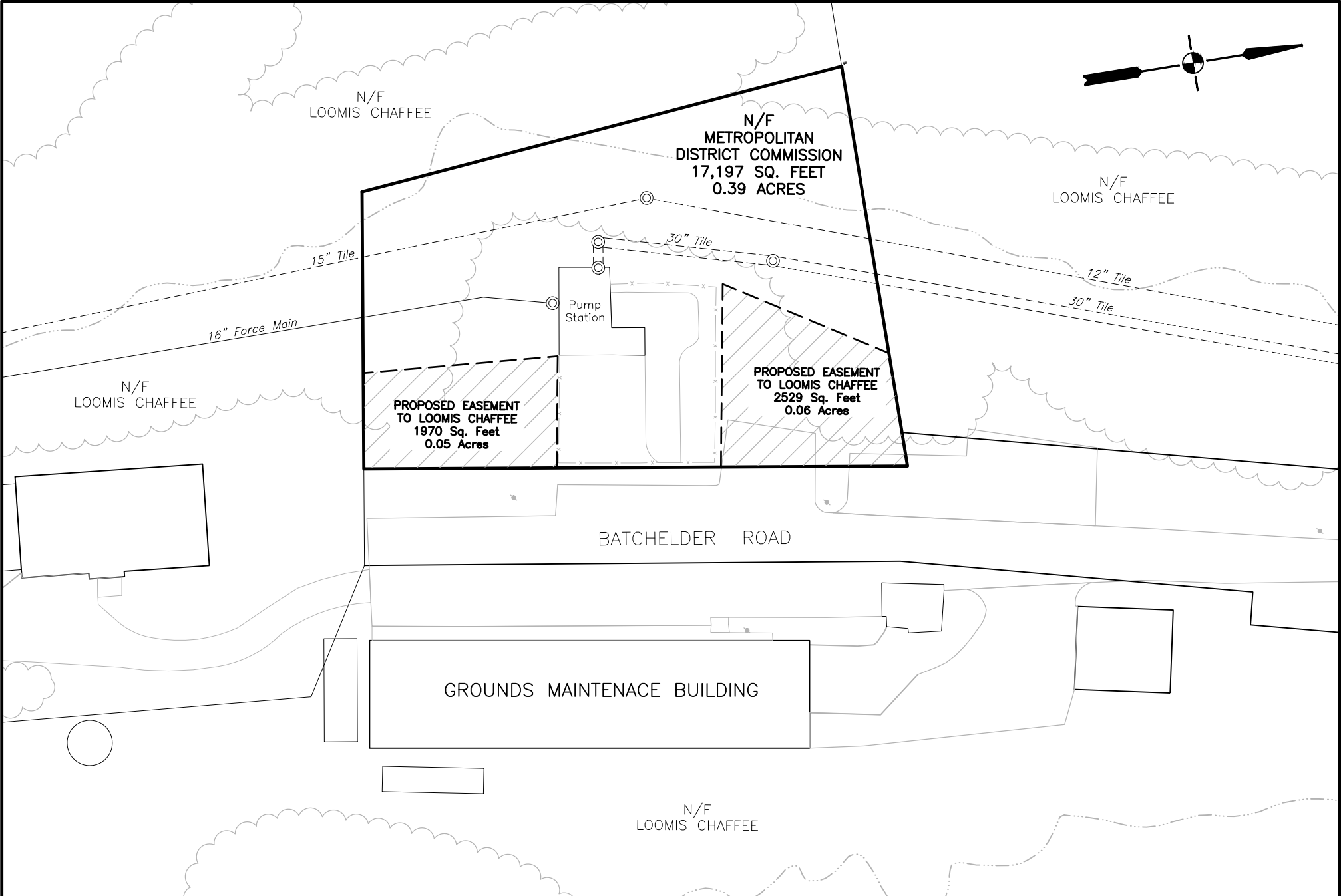
VOTED: That the District Board approve passage of the following resolution:

RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute an agreement, subject to approval of form and content by District Counsel, granting permission to Loomis to obtain easements on a property of the MDC located at 2 Batchelder Road for the installation of storage, parking, fencing, and other related site improvements for and in connection with the existing Grounds Maintenance Building owned by Loomis located opposite the Property as shown on plans prepared for The Loomis Chaffee School entitled, "Proposed Easement to Loomis Chaffee To Be Granted By MDC 2 Batchelder Road Windsor, CT Scale 1"=10' October 1, 2025", to maintain, repair and replace such improvements, provided that (a) Loomis shall obtain all required approvals and (b) such agreement shall not be effective until Loomis executes an access easement agreement with MDC for permanent access and other rights to 1228 Windsor Avenue in the Town of Windsor, and such agreement is recorded on the Town of Windsor land records. In the event that both agreements and recordings do not occur for either 1228 Windsor Avenue and 2 Batchelder Road within four (4) months of the date this resolution is passed by the District Board, then such resolution shall be null and void, and of no further force and effect.

Respectfully submitted,



Victoria Escoriza
District Clerk

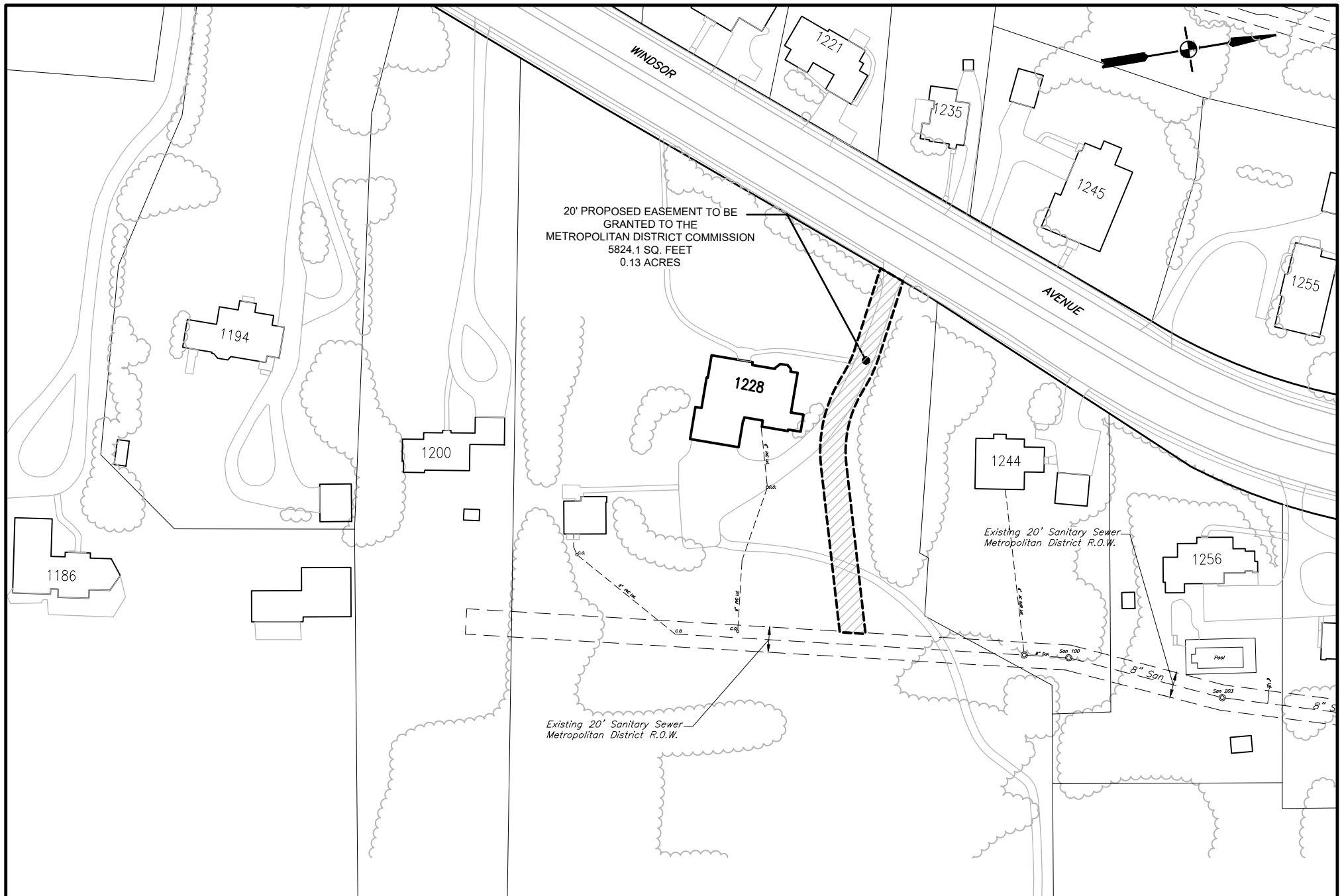


ISLAND ROAD PUMP STATION
BATCHELDER ROAD

WINDSOR

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Latest Revision: 4/10/26

TO ILLUSTRATE PROPOSED
ACCESS EASEMENT TO
LOOMIS CHAFFEE



**LOOMIS CHAFFEE SCHOOL PROPOSED
EASEMENT TO MDC
1228 WINDSOR AVENUE
WINDSOR**

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Latest Revision: 1/16/26

**TO ILLUSTRATE PROPOSED
EASEMENT TO MDC**

**BUREAU OF PUBLIC WORKS
DEVELOPER PERMIT AGREEMENT
64-68 PRIVILEGE ROAD, BLOOMFIELD**

To: Bureau of Public Works for consideration September 28, 2026

Edwin Rivera, current owner of property known as 64-68 Privilege Road, Bloomfield and previously known as 44-46 Privilege Road, Bloomfield and 0 Privilege Road, Bloomfield executed a Voluntary Sewer Lien and Connection Charge Agreement with The District on November 19, 2020, for a Principal amount of \$22,265.00. The Connection Charge Agreement was filed on Bloomfield Land Records on November 30, 2020 at Volume 2059, Page 11. Annual payments under the lien are \$2,078.46. To date, Edwin Rivera has paid six (6) annual installment payments totaling \$12,470.76.

The owner intends to build two (2) single-family homes on the two lots. The property owner declared the assessment due and payable believing he would be able to secure an easement across neighboring property that is required to connect to the District's existing sewers. The property owner has now decided to enter into a Developers Permit Agreement to construct a portion of public sewer in order to provide access to the property. Under a Developers Permit Agreement ("DPA"), an assessment is not due for properties to be served, because the Developer constructs a portion of public sewer main to serve the properties. Staff is recommending that the \$12,470.76 already paid by Edwin Rivera be credited towards his costs owed under the Developers Permit Agreement process.

A Developers Permit Agreement will be executed between Edwin Rivera and MDC, consistent with standard DPA requirements. After the Developers Permit Agreement is executed, the Voluntary Sewer Lien for the Connection Charge Agreement will be released in full, and a Caveat for Deferred Outlet Charges will be recorded on the Bloomfield Land Records for 64-68 Privilege Road, Bloomfield.

Staff have reviewed this request and consider it feasible.

It is **RECOMMENDED** that it be

VOTED: That the District Board approve passage of the following resolution:

RESOLVED: That Edwin Rivera, owner of 64-68 Privilege Road, Bloomfield be credited \$12,470.76, which was previously paid for the assessment, towards his costs required under a Developer's Permit Agreement.

**FURTHER
RESOLVED:** That the Treasurer shall reallocate the \$12,470.76 already paid by Edwin Rivera from the Assessable Sewer Fund to the relevant Developer's Permit Agreement account.

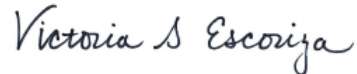
**FURTHER
RESOLVED:**

That upon execution of the Developer's Permit Agreement and payment by Edwin Rivera at the time of execution of all costs owed under the Developer's Permit Agreement, the Voluntary Sewer Lien on November 18, 2020, filed on the Bloomfield Land Records at Volume 2059, Page 11 be released.

**FURTHER
RESOLVED:**

That pursuant to Section S8a of The Metropolitan District Sewer Ordinances, a Developers Permit Agreement will be fully executed by Edwin Rivera and the MDC for property of 64-68 Privilege Road, Bloomfield, and a Caveat for Deferred Outlet Charges will be recorded on the Bloomfield Land Records.

Respectfully submitted,

A handwritten signature in dark ink, reading "Victoria S. Escoriza". The signature is written in a cursive, flowing style.

Victoria Escoriza
District Clerk

BUREAU OF PUBLIC WORKS

SPECIAL MEETING

555 Main Street, Hartford

Monday, July 27, 2026

Present: Commissioners John Avedisian, William DiBella, David Drake, Gary Johnson, Maureen Magnan, Petrel Maylor, Calixto Torres and District Chairman Donald Currey (8)

Remote

Attendance: Commissioners Richard Bush, Joan Gentile, James Healy, Byron Lester and James Woulfe (5)

Absent: Commissioners John Bazzano and Bhupen Patel (2)

Also

Present: Commissioner Pasquale Salemi (Remote Attendance)
Scott W. Jellison, Chief Executive Officer
John Mirtle, Assistant District Counsel
Christopher Levesque, Chief Operating Officer
Kelly Shane, Chief Administrative Officer
Tom Tyler, Director of Facilities
Dave Ruty, Director of Operations
Jason Waterbury, Assistant Manager of Engineering
Victoria Escoriza, Interim District Clerk
Mike Curley, Manager of Engineering
Jason Waterbury, Assistant Manager of Engineering
Dave Banker, Assistant Manager of Engineering
Jessica Coelho, Senior Project Manager
Ian Jackowiak, Real Estate Administrator
Joe LaLiberte, CDM Smith
Keith Sanabria, IT Consultant (Remote Attendance)
Kevin Sullivan, IT Consultant (Remote Attendance)
Elizabeth Tavelli, Independent Consumer Advocate (Remote Attendance)

CALL TO ORDER

Chairman Torres called the meeting to order at 5:30 PM.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

INDEPENDENT CONSUMER ADVOCATE COMMENTS AND QUESTIONS RELATIVE TO AGENDA ITEMS

Independent Consumer Advocate Elizabeth Tavelli did not have any comments or questions relative to agenda items.

APPROVAL OF MEETING MINUTES

On motion made by District Chairman DiBella and duly seconded, the meeting minutes of June 30, 2026 were approved.

Without objection, agenda item #8 “Report re: Paving Coordination Program” was moved up on the agenda.

PAVING COORDINATION PROGRAM

Chief Operating Officer Christopher Levesque provided a presentation regarding the paving coordination program.

Commissioner Avedisian exited the meeting at 5:55 PM. Commissioner Avedisian re-entered the meeting at 5:57 PM.

Commissioner DiBella exited the meeting at 6:15 PM.

**SEWER ENCROACHMENT AGREEMENT – RESIDENTIAL DEVELOPMENT
341 & 337 EAST RIVER DRIVE, EAST HARTFORD**

To: Bureau of Public Works for consideration July 27, 2026

In a letter dated April 27, 2026 (revised July 15, 2026), Paul Rodrigues of Solli Engineering, LLC., on behalf of KEP East Hartford LLC, (“KEP”) of the Town of East Hartford, and Hartford & East Of The River Interdistrict Magnet Middle School, a cooperative education entity having an address c/o Capitol Region Education Council (“CREC”) of the City of Hartford, current owners respectively of 341 East River Drive and 337 East River Drive in East Hartford (the “Property”), has requested permission from The Metropolitan District (“MDC” or “District”) to encroach on the MDC’s existing twenty-foot-wide (20’) easement or right-of way, containing an existing PVC 8-inch sanitary main, situated on the Property (the “ROW”) for the purpose of constructing and installing site improvements for and in connection with a proposed residential development project, as shown on the attached map (the “Map”).

The proposed scope of work entails: (i) proposed site demolition and subsequent permanent site improvements, including removing existing pavement and curbing; drainage piping and structures; (ii) regrading up to 23,393 sf of easement area, earth excavation and filling up to 3.1 feet in depth, (iii) installing new utilities across or within the ROW including four (4) 2” domestic water services, one (1) 4” fire service, five (5) 6” fire services, five (5) 6” sanitary laterals, five (5) gas lines, one (1)-15” storm drain, one (1) fire alarm service conduit, including four (4)-5” concrete encased electric conduits and four (4) 2” telecommunication/security/electrical conduits in up to two (2) locations, and (iv) installing surface restoration consisting of new bituminous pavement, concrete walkways, curbing and landscape islands, and landscaping including shrubs and reinforced grass as well as incidental activities such as resetting existing manhole frame and covers, within the ROW as shown on the Map (collectively, the “Improvements”).

The proposed lines will be installed above the MDC’s existing PVC 8-inch sanitary main and its appurtenances situated within the ROW (collectively, the “Sewer”) with a minimum of one

foot (1') of vertical clearance between the Sewer and such lines, and proposed grades will not impede access to the Sewer. The Sewer was built in 2000, and the ROW was acquired by the MDC and filed on the East Hartford Land Records in Volume 2062, Pages 081-083 (June 19, 2001).

MDC staff has concluded that the Improvements are minor and that there will be no detriment to the District's Sewer as a result.

KEP and CREC have agreed to the following conditions in order to satisfy the District's concerns for protection of the Sewer and to maintain accessibility along the length of the ROW:

1. Care must be taken during the performance of work for the Improvements or any maintenance, repair or replacement of the same not to disturb the Sewer. All heavy construction equipment must be located outside of the limits of the ROW when not in use. Any earth moving equipment that will be utilized on the ROW over and adjacent to the Sewer shall be reviewed and approved by District staff prior to mobilization to the site. Any damage to the Sewer caused by any construction, maintenance, repair, replacement or associated activities by or on behalf of KEP and CREC for or in connection with the Improvements within this ROW shall be the responsibility of KEP and CREC.
2. No additional permanent improvements, other than the proposed Improvements, shall be located within this ROW unless prior approval is obtained.
3. The District shall not be held liable for any damage caused to any structure listed above, located within or adjacent to the ROW in the event of an emergency Sewer repair. The District will make every effort feasible to minimize damage to these structures; however, the cost of repairs to such structures shall be the responsibility of KEP and CREC.
4. The District reserves the right to remove Improvements within this ROW at any time if so required for maintenance, repair or replacement of the Sewer or any part thereof. KEP and CREC shall bear any additional maintenance, repair or replacement costs necessitated by the presence of Improvements within this ROW, including any such costs incurred by the District.
5. An MDC inspector must be on the job site whenever work is being performed within the ROW, and KEP and CREC shall be responsible for the cost and expense of such inspector. Any construction of the Improvements as well as any subsequent construction, maintenance, repair or replacement of the Improvements shall conform to District standards, and forty-eight (48) hours advance notice must be given to the District prior to commencing any such activities within the ROW.
6. KEP and CREC shall at all times indemnify, defend and save harmless the District, any municipality included therein, and the State of Connecticut and shall maintain the District's standard form of requisite insurance as stipulated in the MDC's most current Guidance Manual for Developers' Permit Agreements, which insurance shall remain

in force and effect during the performance of any work within the ROW as it relates to these Improvements..

7. KEP and CREC shall be responsible for obtaining any and all federal, state, or local approvals necessary for installing the Improvements, including but not limited to the removal and construction of the same.

Staff has reviewed this request and considers it feasible.

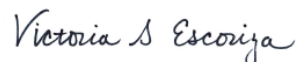
A formal encroachment agreement shall be executed between KEP and CREC and MDC, and consistent with current practice involving similar requests, and filed on the Town of East Hartford Land Records.

It is **RECOMMENDED** that it be:

VOTED: That the Bureau of Public Works recommends to the District Board passage of the following resolution:

RESOLVED: The Chairman of the District Board be authorized to execute an agreement, subject to approval of form and content by District Counsel, granting permission to KEP East Hartford LLC and Capitol Region Education Council to encroach upon both MDC existing twenty-foot-wide (20') ROW and Sewer situated on the Property in order to: (i) perform the work for the Improvements in connection with the planned residential development of the Property as shown on plans submitted by Solli Engineering, LLC, entitled, "PROPOSED RESIDENTIAL DEVELOPMENT 341 EAST RIVER DRIVE EAST HARTFORD, CONNECTICUT, MDC SEWER ENCROACHMENTS, SHEET#: FIG 1", and (ii) maintain, repair and replace such Improvements, provided that: (a) the District shall not be held liable for any cost or damage of any kind and be indemnified from any claims from the present and in the following years as a result of any encroachment authorized hereby, (b) KEP and CREC shall obtain all required approvals and reimburse MDC for any attorney fees and other costs incurred by MDC in enforcing the encroachment agreement, and (c) such agreement shall not be effective until fully executed by the District and KEP and CREC, and recorded on the East Hartford Land Records. In the event that such full execution and recording does not occur within four (4) months of the date this resolution is passed by the District Board, then such resolution shall be null and void, and of no further force and effect.

Respectfully submitted,



Victoria S. Escoriza
Interim District Clerk

April 27, 2026 *Revised July 15, 2026*

Michael Curley, P.E.
The Metropolitan District
555 Main Street
Hartford, CT, 06103

Re: Sewer Encroachment Permit Request
341 East River Drive, East Hartford, CT
Solli Project No.: 24105301

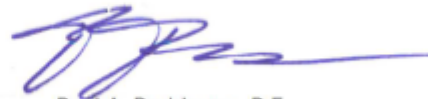
Dear Mr. Curley:

Solli Engineering, LLC, on behalf of Commerce Center Association, INC and KEP East Hartford, LLC, is requesting the approval of an encroachment permit for the proposed Residential Development at 341 East River Drive in East Hartford, Connecticut.

The development construction is slated to start in 2026 and the construction activities will include:

- Removal of existing pavement
- Removal of existing curbing
- Removal of existing storm drainage structures and pipe
- Earth moving activities
 - o Total area: 23,393 SF
 - o Cut: 128 Cu. Yd.
 - o Fill: 1,200 Cu. Yd.
- Installation of pavement, concrete sidewalk, curbing, reinforced grass
- Installation of (1) new storm drainage pipe, (1) 15" HDPE
- Installation of (5) new sanitary sewer laterals, (5) 6" PVC
- Installation of (5) new natural gas service laterals
- Installation of (4) new domestic water service laterals, (4) 2" copper
- Installation of (5) new fire water service laterals, (4) 6" D.I. pipe and (1) 4" D.I. pipe
- Installation of (1) new fire alarm system conduit
- Installation of (4) new 5" site electrical conduits concrete encased at 2 locations – total of (8) conduits
- Installation of (4) new 2" electrical/telecom/security conduits 2 locations – total of (8) conduits
- Installation of new landscape islands:
 - o Shrubs:
 - (22) Densifloris Yew
 - o Grasses
 - (1) Panicum Virgatum 'Haense Herms'
 - (8) Bar Harbor Creeping Juniper
 - New England Showy Wildflower Mix
 - Lawn, Pennington Smart Seed Sun and Shade

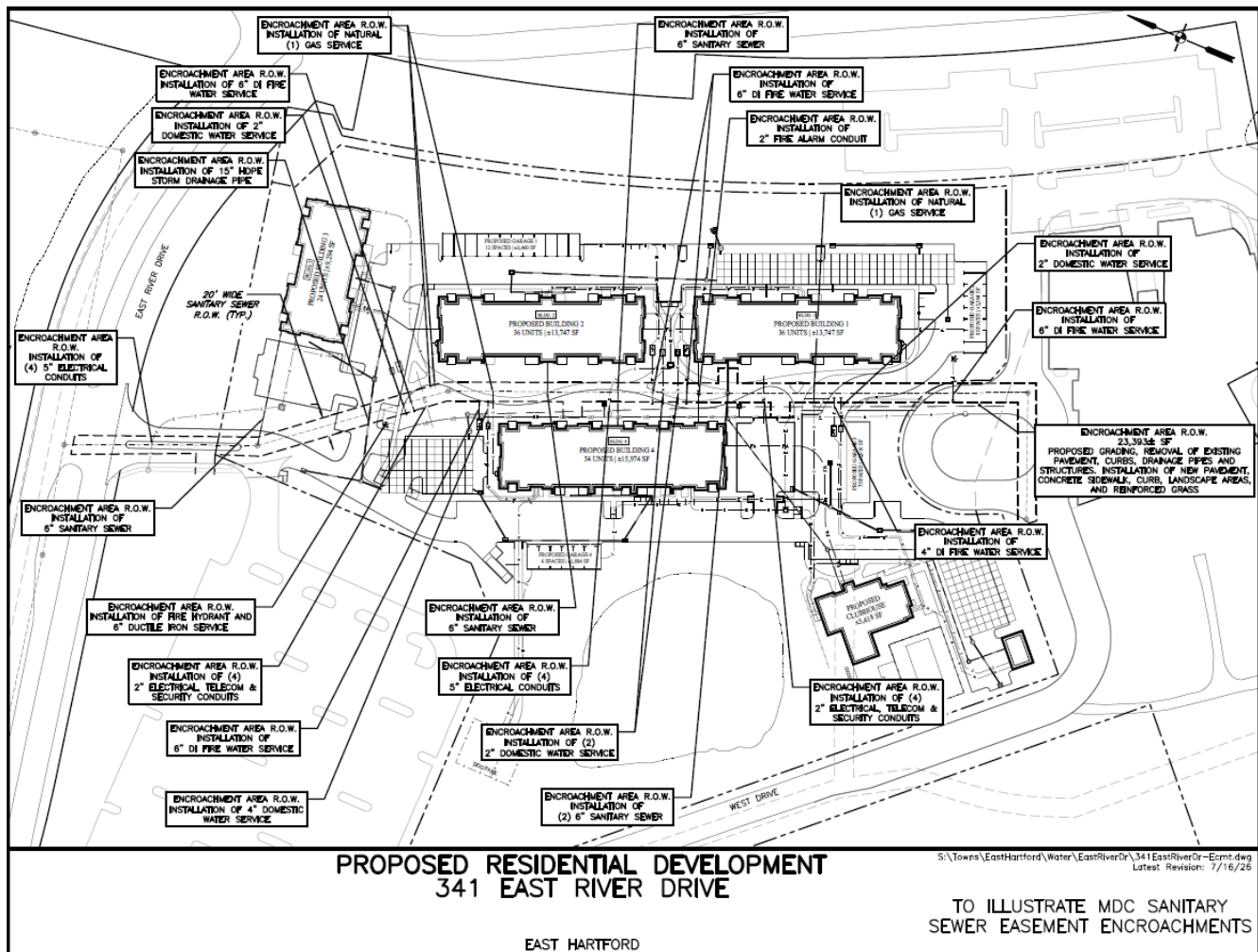
Respectfully,
Solli Engineering, LLC



Paul A. Rodrigues, P.E.
Senior Project Manager

Enclosed:
MDC Sewer Encroachment Figure

X:\SE Files\Project Data\2024\24105301 - 341 East River Drive - East Hartford, CT\Office Data\Correspondence\MDC\341 East River Drive - East Hartford, CT - MDC Encroachment - Sewer.docx



On motion made by Commissioner Magnan and duly seconded, the report was received and resolution adopted by unanimous vote of those present.

**BUREAU OF PUBLIC WORKS
 ACCEPTANCE OF SEWERS BUILT BY DEVELOPER'S
 PERMIT-AGREEMENT**

To: Bureau of Public Works

July 27, 2026

The sewers outlined in the following resolution have been constructed under Developer's Permit-Agreement in accordance with the plans, specifications and standards of the District, and the Director of Engineering has certified to all of the foregoing.

It is recommended that it be:

Voted: That the Bureau of Public Works recommends to the District Board passage of the following resolution:

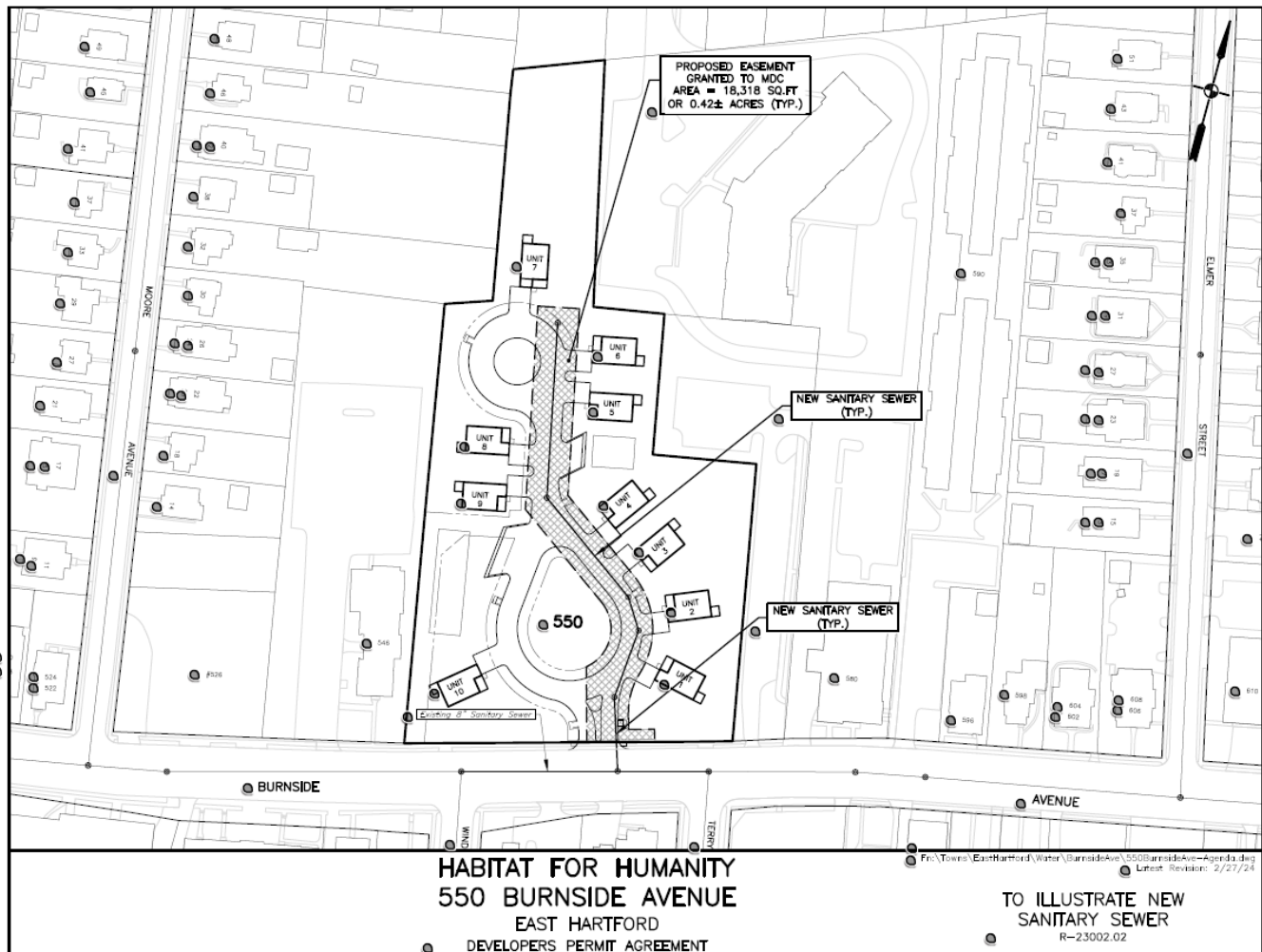
Resolved: That, in accordance with Section S8g of the District Ordinances, the following is incorporated into the sewer system of The Metropolitan District as of the date of passage of this resolution:

	<u>Sewers In</u>	<u>Built By</u>	<u>Completion Date</u>
1	550 Burnside Avenue, East Hartford Project #: R-23002	Developer: Habitat for Humanity of North Central Connecticut, Inc. Contractor: Genovesi Construction	Approved for Use: September 16, 2024

Respectfully submitted,

Victoria S Escoriza

Victoria S. Escoriza
Interim District Clerk



On motion made by Commissioner Drake and duly seconded, the report was received and resolution adopted by unanimous vote of those present.

Commissioner Woulfe exited the meeting at 6:25 PM.

**REFERRAL TO BOARD OF FINANCE
WEST HARTFORD STORMWATER PILOT PROJECT**

Jason Waterbury, Assistant Manager of Engineering, provided a presentation regarding the West Hartford Stormwater PILOT Project.

On motion made by Commissioner Bush and duly seconded, the West Hartford Stormwater PILOT Project was unanimously referred to the Board of Finance.

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

No one from the public appeared to be heard.

COMMISSIONER REQUESTS FOR CONSIDERATION OF FUTURE AGENDA ITEMS

There were no Commissioner requests for consideration of future agenda items.

ADJOURNMENT

The meeting was adjourned at 6:41 PM

ATTEST:

John S. Mirtle
District Clerk

Date of Approval