

**BUREAU OF PUBLIC WORKS
SPECIAL MEETING**

555 Main Street, Hartford
Monday, September 28, 2026

Present: Commissioners William DiBella, David Drake, Petrel Maylor, Calixto Torres, and James Woulfe (5)

Remote

Attendance: Commissioners James Healy, Gary Johnson, Byron Lester and District Chairman Donald Currey (4)

Absent: Commissioners John Avedisian, John Bazzano, Richard Bush, Joan Gentile, Maureen Magnan and Bhupen Patel (6)

Also

Present: Commissioner Dominic Pane
Commissioner Jackie Mandyck (Remote Attendance)
Commissioner Christopher Tierinni (Remote Attendance)
John Mirtle, District Counsel
Christopher Levesque, Chief Operating Officer
Susan Negrelli, Director of Engineering
Victoria Escoriza, District Clerk
Jessica Coelho, Senior Project Manager
Ian Jackowiak, Real Estate Administrator
Keith Sanabria, IT Consultant
Kevin Sullivan, IT Consultant (Remote Attendance)
Elizabeth Tavelli, Independent Consumer Advocate (Remote Attendance)

CALL TO ORDER

Chairman Torres called the meeting to order at 4:49 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 spoke regarding Privilege Road, Bloomfield, and stated she is in favor of crediting the owner, Edwin Rivera.

APPROVAL OF MEETING MINUTES

On motion made by Commissioner DiBella and duly seconded, the meeting minutes of July 27, 2026 were approved.

**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

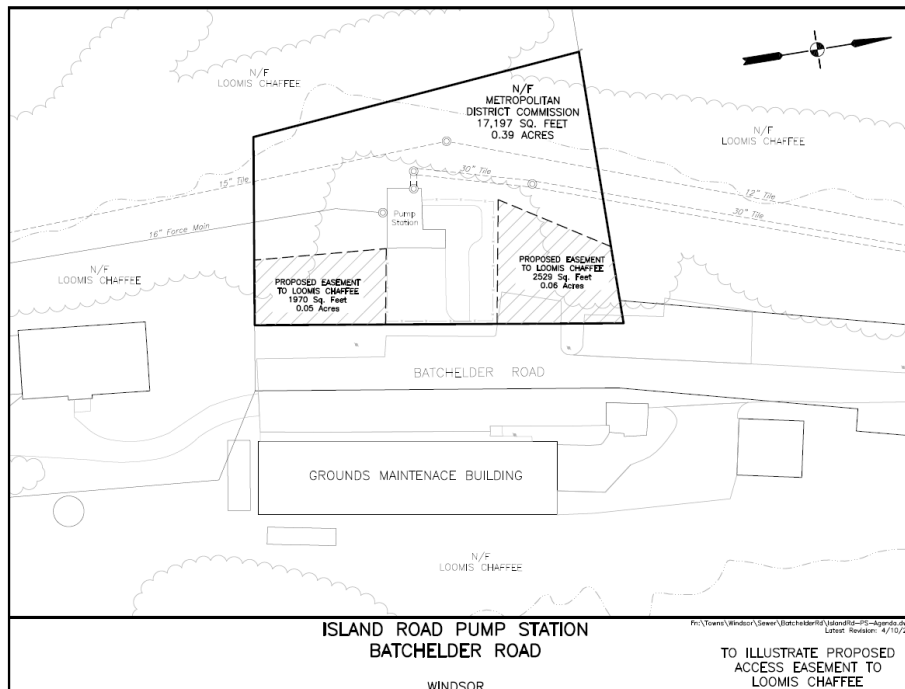
VOTED: That the District Board approve passage of the following resolution:

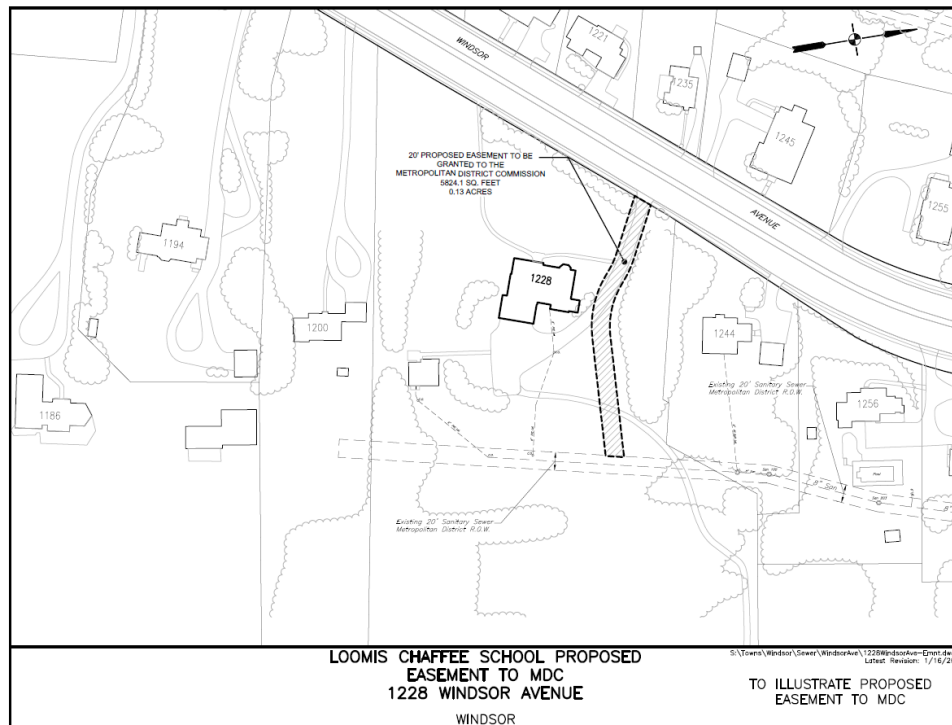
RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute an agreement, subject to approval of form and content by District Counsel, granting permission to Loomis to obtain easements on a property of the MDC located at 2 Batchelder Road for the installation of storage, 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 S Escoriza

Victoria Escoriza
District Clerk





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

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 4:55 PM

ATTEST:

Victoria Escoriza
District Clerk

Date of Approval

****Video of the full September 28, 2026 Bureau of Public Works meeting is available at <https://www.youtube.com/@MetropolitanDistrictCommission> ****