The Metropolitan District
water supply · environmental services · geographic information

BUREAU OF PUBLIC WORKS
SPECIAL MEETING
MONDAY, NOVEMBER 23, 2026
5:00 PM

Location
Board Room
District Headquarters
555 Main Street, Hartford

Dial in #: (415)-655-0001
Access Code: 2307 316 9196 #
Meeting Video Link

Commissioners

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

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 SEPTEMBER 28, 2026**
5. **CONSIDERATION AND POTENTIAL ACTION RE: REVISIONS TO DISTRICT SEWER USER CHARGE RATES AND OTHER SEWER CHARGES**
6. **CONSIDERATION AND POTENTIAL ACTION RE: SEWER HOUSE CONNECTION PROGRAM MODIFICATIONS**
7. **CONSIDERATION AND POTENTIAL ACTION RE: FIRST NONMATERIAL MODIFICATION TO 2006 CONSENT DECREE**
8. **CONSIDERATION AND POTENTIAL ACTION RE: ENCROACHMENT AGREEMENT: 708 SILVER LANE, EAST HARTFORD**
9. **OPPORTUNITY FOR GENERAL PUBLIC COMMENTS**
10. **COMMISSIONER REQUESTS FOR CONSIDERATION OF FUTURE AGENDA ITEMS**
11. **ADJOURNMENT**

BUREAU OF PUBLIC WORKS
FISCAL YEAR 2027 - REVISIONS TO DISTRICT SEWER USER CHARGE RATES AND OTHER SEWER CHARGES

To: Bureau of Public Works for consideration on November 23, 2026

In accordance with Section S12j of the District's Ordinances, sewer use unit charge rates shall be determined annually in conjunction with adoption of the District Budget. The 2027 budget in support of sewer operations calls for a sewer user charge rate change to $6.38 per CCF or 8.14% change effective January 1, 2027

Additionally, in support of the 2027 budget and in accordance with Section S12I of the District's Ordinances, the monthly sewer customer service charge per connection will change from $12.50 to 16.84 or 34.72% change effective January 1, 2027.

There will be an Administrative Review Fee for work performed by the Utility Services department, Engineering, Real Estate, Environment, Health & Safety, and others related to customer requests. The Administrative Review Fee includes, but is not limited to, the following individual services: availability and capacity analysis, assessment calculation, permit applications for non-domestic sewage wastewater discharges (including, but not limited to, individual permits, Significant Industrial Users, Categorical Industrial User Wastewater to a POTW, Food Service Establishment Wastewater, Groundwater Remediation Wastewater, Miscellaneous Industrial User (MIU) Wastewater, Vehicle Maintenance Wastewater), encroachment permits, abandonment of infrastructure, Engineering/Environmental surveys and documentation requests; this fee will be change from $670 to $750 or 11.94% change effective January 1, 2027.

The Annual Wastewater Discharge Compliance Fee will be increase from $150 to $198 or 32.00% change for all permitted wastewater discharges categorized as non-domestic sewage discharges, including but limited to, individual permits, Significant Industrial Users, Categorical Industrial User Wastewater to a POTW, Food Service Establishment Wastewater, Groundwater Remediation Wastewater, Miscellaneous Discharges of Sewer Compatible (MISC) Wastewater, Vehicle Maintenance Wastewater will be split into 12 monthly increments at a billing rate change of $12.50 to $16.50. The charge is related to costs associated with annual administration and review of discharge monitoring reports, verification of discharges and inventorying and management of customer data.

Following the cost trend for the sewer user charge rate, it is recommended the BOD and COD rates will change from $0.70 to $0.76 per pound or 8.14% effective January 1, 2027. In addition, the suspended solids strength charge will also change from $0.58 to $0.63 per pound or 8.14% effective January 1, 2027. These unit charges, which apply to high flow users, low flow/high strength users and non-municipal tax-exempt users, are for the following:

Liquid flow charge rate based on sewer flow in hundreds of cubic feet (CCF).

1. BOD (biochemical oxygen demand) strength charge rate based on pounds of BOD for the concentration of BOD exceeding 300 milligrams per liter (mg/l); AND/OR

COD (chemical oxygen demand) strength charge rate based on pounds of COD for that concentration of COD exceeding 700 mg/l.

2. Suspended solids strength charge rate based on pounds of suspended solids for that concentration exceeding 300 mg/l.

In accordance with Section S12p of the District's Ordinances, sewer user charge Late Filing/Sewage Evaluation Fees will remain at $250.00 for the 2027 budget.

Additionally, Section S12x of the District's Ordinances provides for the Special Sewer Service Charge (a.k.a. Clean Water Project Charge), primarily for payment of principal and interest on certain bonds and loans which proceeds are used to finance the costs associated with the Clean Water Project and going forward, the Integrated Plan. The Special Sewer Service Charge is set annually in conjunction with adoption of the District Budget. Effective January 1, 2027, said charge shall be $5.20 per hundred cubic feet (ccf), an increase from $4.87 in 2026, to be uniformly applied and to be proportional to the quantity of water used by District customers who utilize the District sewer system and are furnished water directly by the Metropolitan District. The Special Sewer Service Charge shall appear separately on the water bills of the District.

Liquid Waste Discharge Fee (other than Acceptable Septage): A fee is required as part of the approval from MDC for its acceptance, by whatever means, of the discharge of liquid waste other than Acceptable Septage, as provided by §S13b of the District's Sewer Ordinances. For example, but without limiting the forms of liquid waste subject to this fee, this fee shall apply to the following without limitation: groundwater; remediated groundwater; contaminated stormwater; contaminated groundwater permitted through a CT DEEP Groundwater Remediation General Permit or other CT DEEP Miscellaneous General or Individual Permit; landfill leachate; process equipment condensate; groundwater used for process water including cooling water; discharges granted temporary authorization to discharge by CT DEEP; and stormwater discharged into a separated sanitary sewer system.

Liquid Waste Discharge Fee (other than Acceptable Septage) discharge subject to approval by the District:

Tier 1--	0-500,000 avg. gallons per month	$0.13/gal
Tier 2--	500,001 to 700,000 avg. gallons per month	$0.07/gal
Tier 3--	700,000+ avg. gallons per month	$0.05/gal

FOG Charges: Fees are charged to Class III and IV and FDA class 2, 3, and 4 Food Service Establishments FSE or any other facility that is likely to discharge fats, oils and grease above the effluent limit of 100 mg/l to offset the costs of managing the Fats, Oils and Grease (FOG) program. This program is required by the CT Department of Energy and Environmental Protection General Permit for the Discharge of Wastewater Associated with Food Service Establishments.

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 S12j of the District Ordinances, Unit Charges For Computing The Sewer User Charge, a sewer user charge rate of six dollars and thirty eight cents ($6.38) per hundred cubic feet of sewer flow be effective for meter readings on and after January 1, 2027 and that, effective January 1, 2027, a sewer user customer service charge per connection of sixteen dollars and eighty four cents ($16.84) per month, a BOD strength charge of seventy six cents ($0.76) per pound be billed on sewer flow for that concentration of BOD exceeding 300 milligrams per liter; a COD strength charge of seventy six cents ($0.76) per pound be billed on sewer flow for that concentration of COD exceeding 700 milligrams per liter; and a suspended solids strength charge of sixty three cents ($0.63) per pound be billed on sewer flow for that concentration of suspended solids exceeding 300 milligrams per liter.

Further Resolved: In accordance with Section S12x of the District's Ordinances, the rate for the Special Sewer Service Charge a.k.a. Clean Water Project Charge shall be $5.20 per ccf commencing January 1, 2027.

Further Resolved: That the District Board approve the following schedule of fees effective January 1, 2027.

	CURRENT	PROPOSED
~~**Installation, Repair or Replacement of Sewer Meters**~~		
Installation, Repair or Replacement of MDC Meters		
Fees are charged to wastewater dischargers that require metering of discharges for billing purposes. The charge is for the initial District meter installation and required repair or replacement of District meter as needed during the permitted discharge period.		
5/8" meter	~~$500~~	$360
3/4" meter	~~$550~~	$395
1" meter	~~$575~~	$675
1-1/2" meter	~~$1,140~~	$1,275
2" meter	~~$1,250~~	$1,525
3" meter	~~$2,775~~	$4,525
4" meter	~~$3,550~~	$4,975
6" meter	~~$7,150~~	$6,925
8" meter	~~$14,840~~	$14,425
10" meter	~~$17,110~~	$16,695
12" meter	~~$17,800~~	$17,385
Meter pit (5/8"- 1")	$1,750	$1,750
Meter pit (1 ½" and 2" without bypass)	~~$5,500~~	$6,000
Meter pit (1 ½" and 2" with bypass)	~~$6,000~~	$6,500
Meter pit (3" and Larger)	Actual Cost* + Overhead	Actual Cost* + Overhead
Open Channel Sewer Meter	~~$15,300~~	$40,000
Meter Chamber for Open Channel	Actual Cost* + overhead	Actual Cost* + overhead
Radio transmitter unit	$225	$225

		CURRENT	PROPOSED
Liquid Waste Discharge Fee (other than Acceptable Septage) Discharge subject to approval by the District:			
Tier 1--	0-500,000 avg. gallons per month	$0.13/gal	$0.13/gal
Tier 2--	500,001 to 700,000 avg gallons per month	$0.07	$0.07
Tier 3--	700,000+ avg gallons per month	$0.05	$0.05
Equivalent Inflow Removal Rate ("EIRR") *The calculated cost for removal of the average volume per day of inflow from a typical single-family property. EIRR is established per Sewer Ordinance S2l(c)*		$11,100	$11,100
Administrative Review for Sewer Services Fee *Includes, but is not limited to, the following individual services: availability and capacity analysis, assessment calculation, permit applications for non-domestic sewage wastewater discharges (individual permits, Significant Industrial Users, Categorical Industrial User Wastewater to a POTW, Food Service Establishment Wastewater, Groundwater Remediation Wastewater, Miscellaneous Industrial User (MIU) Wastewater, Vehicle Maintenance Wastewater), encroachment permits, abandonment of infrastructure, Engineering/Environmental surveys and documentation requests*		~~$670~~	**$750**
Annual Wastewater Discharge Compliance Fee *For all permitted wastewater discharges categorized as non-domestic sewage discharges, including but not limited to, individual permits, Significant Industrial Users, Categorical Industrial User Wastewater to a POTW, Food Service Establishment Wastewater, Groundwater Remediation Wastewater, Miscellaneous Industrial User (MIU) Wastewater, Vehicle Maintenance Wastewater. The charge is related costs associated with annual administration and review of discharge monitoring reports, verification of discharges and inventorying and management of customer data. The fee will be billed on a monthly basis at* ~~$12.50~~ **$16.50***/month.*		~~$150~~	**$198**
Wastewater Discharge Compliance Fees			
Failure to submit Registration or Variance Applications		$500	$500
Disallow Inspection		$225	$225
Failure to maintain discharge records including analytical results and discharge volumes		$200	$200
No FOG management or pre-treatment equipment installed		$200	$200

	CURRENT	PROPOSED
Non-compliant FOG management or pre-treatment equipment installed	$200	$200
Failure to properly maintain/service FOG and pre-treatment equipment to maintain proper working order and provide inspection and maintenance records as required.	$100	$100
Failure to maintain FOG management equipment in proper working order	$200	$200
Failure to clean FOG management equipment quarterly or when 25% of the depth of the trap is filled with food solids and FOG, whichever comes first.	$200	$200
Failure to properly dispose of brown and/or yellow grease	$200	$200
Source of sewer blockage	$1,000 minimum	$1,000 minimum
Source of sanitary sewer overflow - Actual costs will be billed to the facility for time and materials related to the overflow	$1,000 or Actual Cost whichever is greater	$1,000 or Actual Cost whichever is greater
Wastewater Discharge Violation Correction Schedule		
Discharge and/or Equipment not registered	7 days	7 days
No FOG management or pre-treatment equipment installed	30 days	30 days
FOG management equipment in need of repair or cleaning	7 days	7 days
Failure to maintain written records of FOG management equipment cleaning and inspection	7 days	7 days
Disallow an inspection – Inspection must be scheduled within 7 days of initial inspection attempt	7 days	7 days
Failure to clean and maintain FOG management equipment as required	7 days	7 days
Source of sewer blockage	24 Hours	24 Hours
Source of sanitary sewer overflow (minimum)	24 Hours	24 Hours

Respectfully Submitted,

Victoria S Escoriza

Victoria S. Escoriza
District Clerk

BUREAU OF PUBLIC WORKS
SEWER HOUSE CONNECTION PROGRAM MODIFICATIONS

To: Bureau of Public Works for consideration on November 23, 2026

In 2019, the District Board established a Sewer Lateral Installation Program to assist property owners with the cost to renew or install a sewer house connection to their property by paying the District the costs over time. At a meeting of the Bureau of Public Works on July 12, 2023, the Sewer Lateral Installation Program was discontinued and a new Sewer House Connection Program (the "Program") was established. The Program supports new sewer house connections and address failing private property sewer house connections by allowing for the installation of new or renewed (i.e., replaced or rehabilitated) sewer house connections on private property to be funded by the District.

The benefit of renewing sanitary sewer house connections is a reduction in infiltration from private property (contributing to the goals of the Clean Water Program), more effective Customer Service/Operations involvement in renewing house connections extending onto private property, and reduction of potential private property backups caused by deteriorated house connections, root intrusion, etc.

The Program includes five different scenarios, shown in the table below, based on a property owner's needs. Per MDC Sewer Ordinances § S1b, a sewer "house connection" is a pipe connecting a property to the main sewer. A "lateral" is a capped pipe laid towards a property during the original construction of a main sewer for the purpose of a future house connection for the property.

Staff recommends the following modifications to the Sewer House Connection program.

Therefore, 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 the Sewer House Connection Program be modified as follows:

Scenario	Sewer Type	New 6-inch House Connection in Public Right of Way	New 6-inch House Connection in Private Property	House Connection Renewal **
1	New sewer main – Layout & Assessment	District installs as part of the project, cost to property owner $4,420* plus frontage and dwelling unit assessment	Property owner responsible for actual cost. District pays contractor and property	N/A

			owner repays District over time	
2	Existing sewer main with existing lateral in ROW	District installed as part of the previous project, cost to property owner $4,420* plus frontage and dwelling unit assessment	Property owner responsible for actual cost. District pays contractor and property owner repays District over time.	District responsible for public portion within the ROW.
3	Existing sewer main with no lateral in ROW	Property owner responsible for actual cost plus any assessment or connection charges due. District pays contractor and property owner repays District over time.	Property owner responsible for actual cost. District pays contractor and property owner repays District over time.	N/A
4	Existing sewer main with existing house connection to be renewed or replaced not under MDC construction contract	N/A	N/A	Property Owner hires contractor to renew or replace house connection and District will pay contractor up to $10,000**.** Property owner must fully participate in BWV Program, as determined by the District, to qualify.
5	Existing sewer main with existing house connection to be renewed or replaced under MDC construction contract	N/A	N/A	With Property Owner permission, the District or its contractor will renew or replace house connection at no cost to property owner. Property owner must fully participate in BWV Program, as determined by the District, to qualify.

*$4,420 – prevailing rate per lateral or inlet

** Renewals to include lining of lateral, require Private Property Inflow Disconnect work with prequalified contractors

Criteria of House Connection Program Scenarios 1, 2 & 3 (New House Connections):

- Properties requiring a new sanitary sewer house connection of 6" abutting an MDC sewer main. Exceptions to the lateral size or type is subject to approval of the Chief Executive Officer or his/her designee.
- Sewer house connections must be built to MDC standards by qualified, licensed, bonded and insured contractors.
- Limit of ~~$10,000~~ **$12,500.00** per property for sewer house connection installation for all work in public right-of-way and private property. Amount owed by property owner will be paid to District over fifteen years with same interest rate as sewer assessments (6%).
- Contracts and/or price quotes between the property owners and their contractors must be submitted to Utility Services for review to verify the reasonableness of the scope of work and/or cost proposal. The District reserves the right to deny any cost proposal. Any increase in the price of construction must be approved by District in order for property owner to receive any increase of District payment to contractor.
- Property owner bound to terms of the written contract with contractor.
- The property owner will be required to provide written acceptance of the completed work in order for the District to issue payment to the contractor. Failure by the property owner to provide written acceptance will not alleviate the property owner's responsibility to pay the contractor for the completed work.
- Property owner shall indemnify the District for all claims for damages arising out of the work performed at the property.
- Property owner will sign a voluntary lien to be recorded on the land records and repay the District by monthly payments as a separate line item on the water bill.
- Any deposit required by the contractor will be the sole responsibility of the property owner.
- No pre-payment penalties
- Funded from a revolving fund in the Assessable Sewer Fund

Criteria of House Connection Program Scenarios 4 & 5 (Existing House Connections)

Maintenance and/or Inspection of Existing House Connections

- The District will offer the property owner a qualified registered contractor to perform sewer rodding and/or CCTV inspection services at no cost to the property owner. Alternatively, the property owner may hire their own contractor to perform the services and the District will reimburse the property owner up to $200 for a sewer rodding and/or $300 per CCTV inspection. Reimbursement is contingent upon the property owner contacting Utility Services to arrange for an inspector to be on-site to witness the maintenance. Increases in reimbursement amounts will be subject to approval of the Chief Executive Officer or his/her designee.
- If the property owner chooses to utilize the District's qualified registered contractor, prior to the District's contractor performing any maintenance or inspection services

the property owner will be required, in writing, to authorize the District and its contractor to perform the sewer rodding and/or CCTV inspection and release the District from any claims and liability for any damages incurred at the property that resulted from, or were caused by, a blockage within or the condition of the property's sewer house connection.

- The property owner shall also acknowledge in writing that the District is not assuming control or ownership over the house connection.
- Property owner must fully participate in BWV Program, as determined by the District, to qualify.
- Renewals shall be installed for the full length of house connection pipe. Point repairs do not qualify for the Program.
- Sewer house connections renewals must be built to MDC standards by qualified, bonded and insured contractors.

Scenario 4

- Limit of $10,000 per property for sewer house connection renewal for all work in private property. Any costs above $10,000 will be the property owner's responsibility and either paid at the time of work or the property owner can enter a payment plan with the District and sign a voluntary lien to be recorded on the land records.
- Contracts and/or price quotes between the property owners and their contractors must be submitted to Utility Services for review to verify the reasonableness of the scope of work and cost proposal. The District reserves the right to deny any cost proposal. Any increase in price of construction must be approved by District in order for property owner to receive increase of District payment to contractor.
- Owner bound to terms of the written contract with Contractor.
- The property owner will be required to provide written acceptance of the completed work in order for the District to issue payment to the Contractor. Failure by the property owner to provide written acceptance will not alleviate the property owner's responsibility to pay the Contractor for the completed work.
- Property owner shall indemnify the District for all claims for damages arising out of the work performed at the property.

Scenario 5

- If the District is rehabilitating or replacing a main line sewer under a construction contract, private property owners may participate in this program and have their house connection renewed at no cost to the property owner.
- For circumstances where the length of the house connection or other factors make full renewal exceed $10,000 in cost, the District reserves the right to renew the house connection under Scenario 4 where the District pays $10,000 and the property owner would be required to pay for any work in excess of the $10,000 limit.
- For Scenario 5, contracts and/or price quotes between the property owners and their contractors must be submitted to Utility Services for review to verify the reasonableness of the scope of work and cost proposal. The District reserves the right to deny any price proposal. Any increase in price of construction must be

approved by District in order for property owner to receive increase of District payment to contractor.

Respectfully Submitted,

Victoria S Escoriza

Victoria S. Escoriza
District Clerk

FIRST NONMATERIAL MODIFICATION TO 2006 CONSENT DECREE

To: Bureau of Public Works for consideration on November 23, 2026

In 2006, the District entered into a Consent Decree with the United States Environmental Protection Agency to implement actions to abate overflow from sanitary sewers throughout the District. On January 4, 2013, the EPA and CT DEEP approved the District's Sanitary Sewer Evaluation Survey Report ("SSES Report") Implementation Schedule which established a schedule to eliminate structural sanitary sewer overflows ("SSOs"). Five of the eight Structural SSOs have already been eliminated through a combination of the reduction of stormwater and groundwater inflow and infiltration into separated sewers, improvement of conveyance capacity, and the expansion of wet weather treatment capacity. The approved SSES Report Implementation Schedule required completion of the South Hartford Conveyance and Storage Tunnel by January 3, 2023. The Parties anticipate that completion of this tunnel will provide enough additional sewage conveyance capacity to eliminate the remaining Structural SSOs. In a letter dated October 30, 2015, EPA and CT DEEP approved a one-year extension for the completion of the South Hartford Conveyance and Storage Tunnel, from January 3, 2023, to January 3, 2024. On June 30, 2022, the MDC submitted a request to extend the schedule for completing the South Hartford Conveyance and Storage Tunnel due to delays in completing the contract to construct the primary tunnel, ultimately requesting to extend the deadline to December 31, 2026. On June 26, 2025, the Court entered the First Material Modification to the 2006 Consent Decree to extend the deadline to December 31, 2026. The contractor has experienced unanticipated delays in receiving critical equipment and components necessary to complete the Tunnel Pump Station portion of the project and in scheduling the required startup and commissioning activities (including equipment testing, programming, calibration, troubleshooting, and final acceptance) with the manufacturers of the delayed equipment and components. The proposed First Nonmaterial Modification to 2006 Consent Decree will extend the deadline to March 31, 2027.

It is **THEREFORE RECOMMENDED** that it be

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

RESOLVED: That the Chief Executive Officer of The Metropolitan District, Scott W. Jellison, on behalf of the District, is hereby authorized, empowered and directed to execute the First Nonmaterial Modification to 2006 Consent Decree with the United States Environmental Protection Agency attached hereto.

Respectfully submitted,

Victoria S Escoriza

Victoria S. Escoriza
District Clerk

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA, and STATE OF CONNECTICUT,	)	
Plaintiffs,	)	CIVIL ACTION NO.: 3:06cv-728(PCD)
v.	)	
THE METROPOLITAN DISTRICT OF HARTFORD, CONNECTICUT	)	
Defendant.	)	

FIRST NONMATERIAL MODIFICATION TO 2006 CONSENT DECREE

WHEREAS, The Metropolitan District of Hartford, Connecticut (the "MDC") is a public not-for-profit municipal corporation chartered by the Connecticut General Assembly in 1929 to provide potable water and sewer systems to the Hartford area;

WHEREAS, the Plaintiff, the United States of America ("United States"), on behalf of the United States Environmental Protection Agency ("EPA"), filed a Complaint on May 11, 2006, alleging that the MDC violated Section 301(a) of the Clean Water Act ("Act" or "CWA"), 33 U.S.C. § 1311(a);

WHEREAS, the State of Connecticut (the "State"), on behalf of the predecessor to the Connecticut Department of Energy and Environmental Protection ("CT DEEP"), joined as a Plaintiff-Intervenor;

WHEREAS, on August 17, 2006, this Court entered a Consent Decree resolving the allegations in the Complaint (the "2006 Consent Decree" or "CD," ECF No. 15-8);

WHEREAS, the MDC has implemented a number of projects and measures pursuant to the 2006 Consent Decree but has not yet completed all required projects;

WHEREAS on June 26, 2025, the Court entered the First Material Modification to 2006 Consent Decree, ECF No. 28, which extended the deadline for eliminating structural sanitary sewer overflow ("SSO") outfalls from January 3, 2023 to December 31, 2026 and incorporated a schedule to complete Inflow and Infiltration projects.

WHEREAS, the 2006 Consent Decree specified that the Court retains jurisdiction for the purpose of enforcing and modifying the 2006 Consent Decree;

WHEREAS, for the reasons set forth in detail below, this First Nonmaterial Modification to the 2006 Consent Decree ("First Nonmaterial Modification") extends the deadline for eliminating SSO outfalls from December 31, 2026 to March 31, 2027;

WHEREAS, the below facts support modifying the 2006 Consent Decree to extend the deadline for eliminating structural SSO outfalls:

- MDC timely initiated contracting for the South Hartford Conveyance and Storage Tunnel Project.
- The Tunnel Pump Station portion of this project is its final component in order to make the South Hartford Conveyance and Storage Tunnel operable.
- The South Hartford Conveyance and Storage Tunnel is the final project necessary for MDC to achieve elimination of SSO outfalls.
- The contractor has experienced unanticipated delays in receiving critical equipment and components necessary to complete the Tunnel Pump Station

portion of the project and in scheduling the required startup and commissioning activities (including equipment testing, programming, calibration, troubleshooting, and final acceptance) with the manufacturers of the delayed equipment and components.

- An extension through March 31, 2027 should provide sufficient time, weather permitting, to complete the project and achieve elimination of SSO outfalls.

WHEREAS, based on the circumstances described above, the Parties agree that the 2006 Consent Decree should be modified to extend the date to eliminate remaining SSO outfalls to March 31, 2027;

WHEREAS, Section XXI.A of the 2006 Consent Decree provides that "[a]ny nonmaterial modifications to the terms of this Consent Decree . . . shall be effective upon approval by EPA and CTDEP"

WHEREAS, the Parties have agreed that pursuant to Section XXI.A of the 2006 Consent Decree, the proposed modification as set forth herein constitutes a nonmaterial modification to the 2006 Consent Decree;

NOW, THEREFORE, upon the consent of EPA, CTDEP, and MDC, the 2006 Consent Decree is modified as follows:

MODIFIED CONSENT DECREE PROVISIONS

1. The 2006 Consent Decree shall remain in full force and effect in accordance with its terms with the exception of the revisions to the numbered Paragraphs below which correspond to the Paragraph numbering of the 2006 Consent Decree:

Section VII.K.2 shall be amended as follows:

> 2. Newington and West Hartford. All Structural SSO outfall discharges from the MDC's Collection System serving Newington and West Hartford (i.e., Hartford

Avenue Siphon Overflow Chamber, Hillcrest Overflow Chamber, Center Trunk Overflow to Trout Brook (CTS-2), and Center Trunk Overflow at Talcott Street (CTS-3)) shall be eliminated by March 31, 2027.

2. The Effective Date of this First Nonmaterial Modification shall be the date upon which this First Nonmaterial Modification is signed by EPA, CTDEP, and MDC.

3. Each undersigned representative certifies that he or she is fully authorized to enter into the terms and conditions of this First Nonmaterial Modification and to execute and legally bind the Party he or she represents to this document.

4. This First Nonmaterial Modification may be signed in counterparts, and its validity shall not be challenged on that basis.

5. This First Nonmaterial Modification, in conjunction with the 2006 Consent Decree and the First Material Modification to 2006 Consent Decree, constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied in this First Nonmaterial Modification.

FIRST NONMATERIAL MODIFICATION TO 2006 CONSENT DECREE

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

_____ _____

CAROL DeMARCO KING Date
Acting Division Director
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

_____ _____

HANNAH C. ANDERSON Date
Attorney-Advisor
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, continued:

_____ _____

CYNTHIA A. LEWIS Date
Regional Counsel
United States Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Boston, Massachusetts 02109-3912

_____ _____

JEFF KOPF Date
Senior Enforcement Counsel
United States Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Boston, Massachusetts 02109-3912

FIRST NONMATERIAL MODIFICATION TO 2006 CONSENT DECREE

FOR THE STATE OF CONNECITCUT:

WILLIAM TONG
Attorney General

_____ _____

DANIEL M. SALTON Date
Assistant Attorney General
Office of the Attorney General
165 Capitol Avenue
Hartford, Connecticut 06106

FIRST NONMATERIAL MODIFICATION TO 2006 CONSENT DECREE

FOR THE METROPOLITAN DISTRICT OF HARTFORD, CONNECTICUT

_____ _____

SCOTT JELLISON Date
Chief Executive Officer
The Metropolitan District
555 Main Street
Hartford, Connecticut 06104

SEWER ENCROACHMENT AGREEMENT
INSTALLATION OF APPURTENANCES FOR
ELECTRIC VEHICLE CHARGING STATION
708 SILVER LANE, EAST HARTFORD

To: Bureau of Public Works for consideration November 23, 2026

In correspondence dated October 30, 2026, Henry Misas, Staff Charging Project Manager (Northeast) for Tesla, Inc., a Texas corporation ("Tesla"), on behalf of property owner Diana G. Lombardo (the "Owner") and The Connecticut Light and Power Company dba Eversource Energy, a specially chartered Connecticut corporation ("Eversource," and Eversource together with Owner, Tesla and their respective successors and assigns, collectively the "Permittees") for work at 708 Silver Lane in East Hartford, Connecticut (the "Property"), requests permission from The Metropolitan District ("MDC" or "District") to encroach upon the MDC's existing 20-foot-wide easement (the "Right-of-Way" or "ROW"). Said ROW is situated, in part, on the Property and contains an existing eight-inch diameter sanitary sewer main and its appurtenances (collectively, the "Sewer Main"). The existing Sewer Main was installed in 1972, and the ROW was acquired by the MDC and recorded on the land records of the Town of East Hartford in Volume 480, Page 4. The Permittees request authorization to install electrical conduits, install bollards, and perform associated pavement restoration activities (collectively, the "Project") in conjunction with the installation and construction of an electric vehicle charging station situated outside of the ROW, as shown on the attached map (the "Map").

The proposed scope of work for the Project entails: (i) removal of existing concrete curbing within the ROW; (ii) installation of five (5) four-inch diameter electrical conduits at one (1) crossing and two (2) four-inch diameter electrical conduits at a second crossing across the ROW; (iii) installation of four (4) bollards within the ROW; and (iv) surface restoration and reconstruction consisting of bituminous concrete paving, new curbing, and parking stall reconfiguration and striping, as well as restoration work within all disturbed areas following construction (collectively, the "Improvements"). All such work for the Improvements shall be performed in accordance with an MDC-approved construction schedule.

Proposed work for the Improvements will occur within the ROW to accomplish the conduit crossings, bollard installation, and associated pavement and curbing restoration. Except as expressly permitted herein, the proposed Improvements shall not alter existing grades, introduce additional permanent structures, or interfere with the operation, maintenance, or replacement of the Sewer Main. Any work within the ROW is subject to MDC engineering review and inspection as set forth below. The District shall retain unencumbered, priority access to the ROW for emergency or scheduled repair, maintenance or replacement of the Sewer Main.

The Permittees have agreed to the following conditions to satisfy the District's requirements for the protection of the Sewer Main:

1. No work or improvements, other than the proposed Improvements, shall be performed or located within the ROW.

2. Prior to commencing any work within the right-of-way, the Permittees shall request an MDC surveyor to locate the Sewer Main and existing boundaries of the ROW by contacting MDC's Utility Services Department. An MDC inspector must be present on site during all operations or activities by or on behalf of any of the Permittees within the ROW. The Permittees will be billed for all associated inspection costs.

3. Care shall be taken during the performance of the Improvements so as not to disturb the existing Sewer Main. All heavy construction equipment and materials must be located outside of the ROW when not in use and stored outside of the ROW. Any machinery or heavy equipment operating within or crossing the ROW shall be subject to prior evaluation and written approval by MDC engineering staff based on the adequacy of proposed protective measures, including but not limited to timber matting or structural bridging, to prevent adverse impacts to the Sewer Main from static or dynamic loads. Any damage to the Sewer Main resulting from activities conducted by or on behalf of the Permittees shall be the responsibility of the Permittees.

4. The electrical conduit crossings within the ROW shall be installed in a single horizontal layer with a maximum cover of thirty-six (36) inches, measured from finished grade to the top of the conduits. Notwithstanding any general trenching notes permitting greater cover, no conduit shall exceed this cover depth, nor shall excavation extend deeper than necessary to accommodate the conduit and required base material, without prior written approval from MDC engineering staff. All fill materials placed within the ROW limits shall conform to the MDC Project Manual and are subject to review and approval by MDC engineering.

5. No vibratory rollers are permitted within the ROW.

6. Any plans, protective measure designs, structural crossing calculations, or engineering submittals for the work described herein for the Improvements shall be prepared and stamped by a Professional Engineer (P.E.) licensed in the State of Connecticut.

7. The District shall not be held liable for any damage to the Improvements located within or adjacent to the ROW in the event of an emergency or scheduled Sewer Main repair, maintenance or replacement. The District will make reasonable efforts to minimize damage to the Improvements; however, the cost of any repairs or restoration to such Improvements shall be the sole responsibility of the Permittees.

8. The District reserves the right to remove Improvements within the ROW at any time if so, required for the construction, installation, operation, maintenance, repair, or replacement of the Sewer Main or other District facilities within the ROW. The Permittees shall bear all costs for these activities necessitated by the presence of Improvements within the ROW, including any such costs incurred by the District.

9. An MDC inspector must be on the job site whenever work is being performed by or on behalf of any of the Permittees within the ROW, and the Permittees shall be responsible for the cost and expense of such inspector. Construction, maintenance, or repair of the Improvements shall conform to District standards, and the Permittees shall provide forty-eight (48) hours advance notice to the District prior to commencing any such work within the ROW.

10. The Permittees shall at all times indemnify, defend, and save harmless the District, any municipality included therein, and the State of Connecticut from any damages caused to the ROW or the MDC infrastructure located or to be located therein, resulting from the installation, operation, repair, maintenance, or replacement of the Improvements, or activities performed by or on behalf of any of the Permittees under this Encroachment Agreement. The Permittees 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 by or on behalf of any of the Permittees, including but not limited to the installation, operation, repair, maintenance, or replacement of the Improvements within the ROW.

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

MDC staff has reviewed the above-referenced request and the documents and plans therefor submitted by or on behalf of the Permittees, and determined that the proposed Improvements are feasible, subject to full compliance by or on behalf of the Permittees with the above conditions and the District's construction and oversight guidelines.

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

It is **RECOMMENDED** that it be:

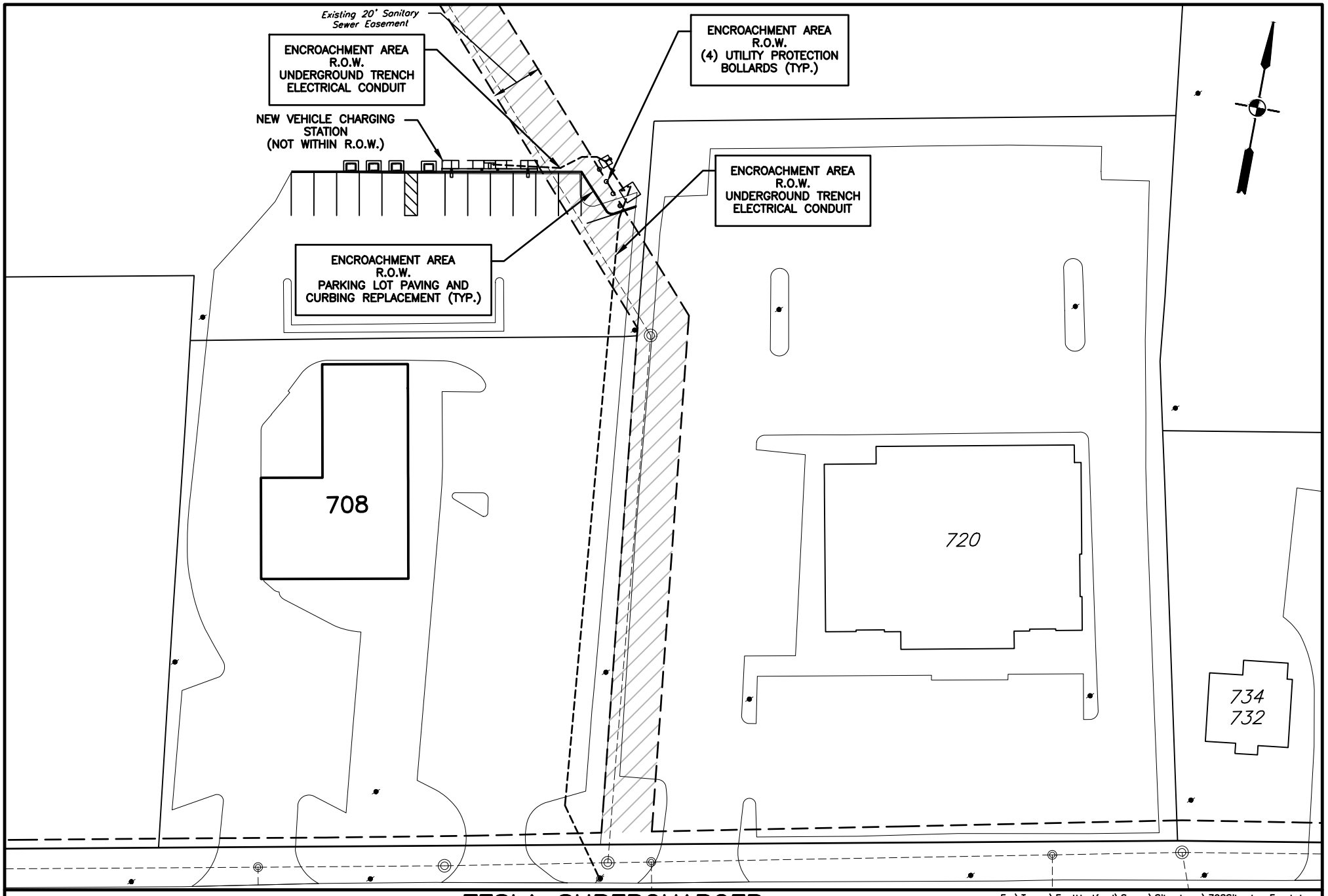
VOTED: That the Bureau of Public Works recommends to the District Board passage of the following resolution:

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 the Permittees to encroach upon the MDC's existing 20-foot-wide ROW and sanitary sewer main situated on the Property in order to: (i) perform the work for the Improvements in connection with the installation and construction of an electric vehicle charging station on the Property as shown on plans entitled "TESLA SUPERCHARGER 708 SILVER LANE EAST HARTFORD TO ILLUSTRATE SANITARY SEWER EASEMENT ENCROACHMENT , 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 future as a result of any encroachment authorized hereby, (b) The Permittees 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 the Permittees, 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

Victoria S. Escoriza
District Clerk



TESLA SUPERCHARGER
708 SILVER LANE

EAST HARTFORD

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Latest Revision: 11/17/26

TO ILLUSTRATE SANITARY SEWER EASEMENT ENCROACHMENT

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, compromising (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

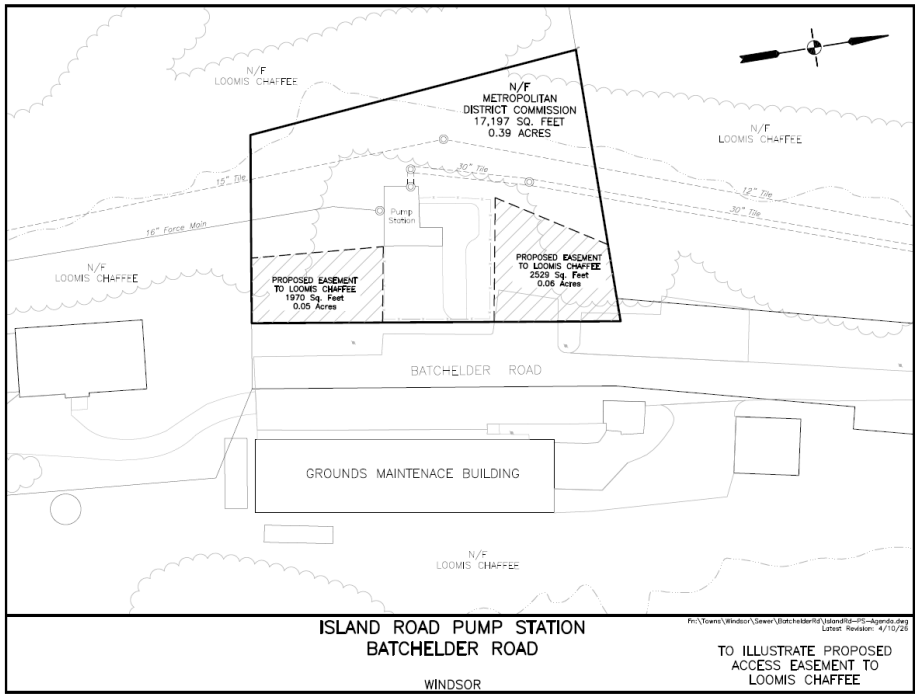
VOTED: That the District Board approve passage of the following resolution:

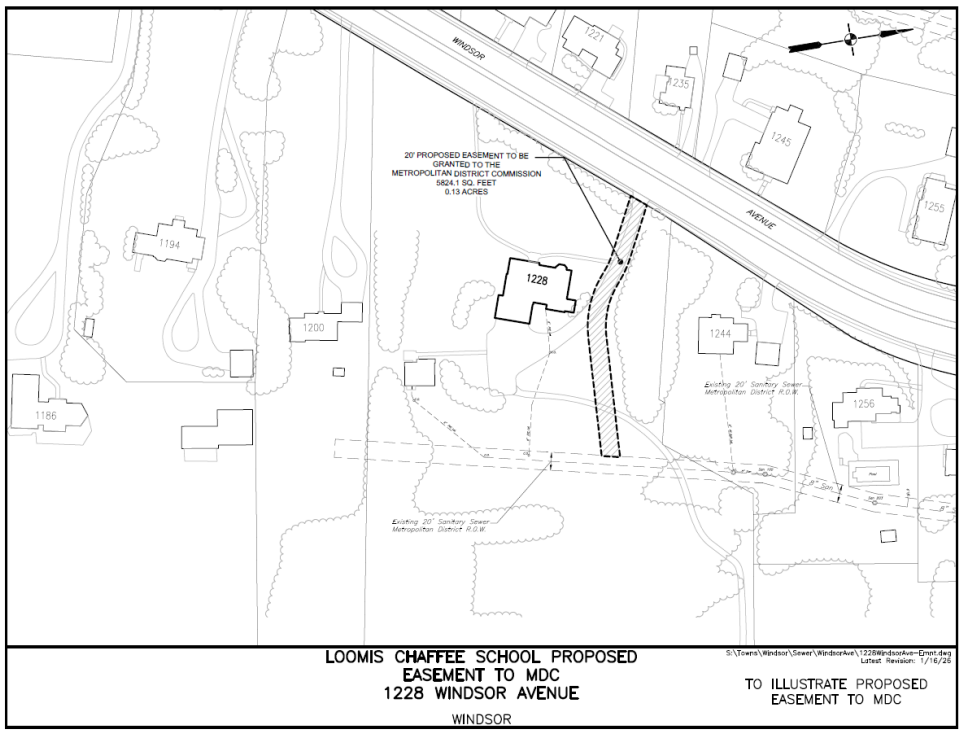
RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute an agreement, subject to approval of form and content by District Counsel, granting permission to Loomis to obtain easements on a property of the MDC located at 2 Batchelder Road for the installation of storage,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

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Date of Approval

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