#### BOARD OF FINANCE REGULAR MEETING MONDAY, SEPTEMBER 29, 2025 5:30 PM

<u>Location</u> <u>Commissioners</u> <u>Citizen Members</u>

Board Room District Headquarters 555 Main Street, Hartford

Currey (Ex-Officio)
Hoffman (VC)
Salemi (C)

lacovazzi King-Corbin

Dial in #: (415)-655-0001 Access Code: 2319 700 5407# Salemi (C)

Adil

Russo Tsegai Vargas

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Meeting Video Link Quorum: 5

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 28, 2025
- 5. CONSIDERATION AND POTENTIAL ACTION RE: OF STATE OF CT DWSRF 2023-7118-1 AMENDMENT
- 6. CONSIDERATION AND POTENTIAL ACTION RE: AUTHORIZATION TO EXECUTE PROJECT LOAN AND PROJECT GRANT AGREEMENTS, PROJECT LOAN AND PROJECT GRANT AND PRINCIPAL FORGIVENESS AGREEMENTS, AND INTERIM FUNDING OBLIGATIONS AND PROJECT LOAN OBLIGATIONS IN AN AMOUNT NOT TO EXCEED:
  - A. \$10,000,000 IN ORDER TO FUND A 2024 CAPITAL IMPROVEMENT PROGRAM WATER AND INTEGRATED PLAN WATER MAIN REPLACEMENTS IN HARTFORD
  - B. \$3,000,000 IN ORDER TO FUND A 2025 CAPITAL IMPROVEMENT PROGRAM WATER MAIN REPLACEMENTS IN FARMINGTON AVENUE AREA OF HARTFORD
  - C. \$2,000,000 IN ORDER TO FUND A 2025 CAPITAL IMPROVEMENT PROGRAM – WATER MAIN REPLACEMENTS IN HARTFORD & EAST HARTFORD
- 7. DISCUSSION RE: OVERVIEW OF 2026 DISTRICT BUDGET
- 8. DISCUSSION AND POTENTIAL ACTION RE: RFP #2025R-08 AUDIT SERVICES
- 9. OPPORTUNITY FOR GENERAL PUBLIC COMMENTS
- 10.COMMISSIONER REQUESTS FOR CONSIDERATION OF FUTURE AGENDA ITEMS
- 11.ADJOURNMENT

#### **BOARD OF FINANCE**

To: Board of Finance for consideration on September 29, 2025

Bond Counsel prepared the following resolution for your approval.

It is therefore RECOMMENDED that it be:

VOTED: That the Board of Finance recommends to the District Board adoption of the

following resolution from Bond Counsel.

#### BE IT RESOLVED:

Section 1. This resolution amends and restates a resolution of the District Board, passed at a meeting of the District Board held on February 5, 2024.

Section 2. The Chairman, or in his absence, the Vice-Chairman, and the District Treasurer, or in his absence, the Deputy Treasurer, are authorized to execute and deliver the Project Loan and Subsidy Agreement DWSRF 2023-7118 dated January 2, 2024, as amended by that certain Certificate dated August 14, 2025 and that certain First Amendment Agreement No. DWSRF No. 2023-7118-1 to Project Loan and Subsidy Agreement DWSRF 2023-7118 to be entered into with the State of Connecticut (together, the "Agreement") and any and all Interim Funding Obligations and Project Loan Obligations for DWSRF 2023-7118 and DWSRF 2023-7118-1 in the aggregate amount not to exceed \$5,850,322.42, to fund the replacement of water mains and associated appurtenances in the vicinity of Hartford Hospital in Hartford, Connecticut. All previous actions taken by the District, including the actions of the Chairman, or in his absence, the Vice-Chairman, and the District Treasurer, or in his absence, the Deputy Treasurer, in furtherance of this resolution or otherwise related to the Agreement and any and all related documents, shall hereby be ratified and confirmed in all respects. Such Interim Funding Obligations shall be dated as of their date of issue, shall mature within six months of the Scheduled Completion Date, as defined in the Agreement, shall bear interest at the rate of two percent (2.00%) per annum, shall be payable as to principal and interest as provided in the Agreement and, to the extent not paid prior to maturity from The Metropolitan District funds, may be renewed by the issuance of Interim Funding Obligations or Project Loan Obligations, all as provided in the Agreement.. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement.

Section 3. The Project Loan Obligations shall be dated as of their date of issue, shall mature no later than twenty years from the Scheduled Completion Date, shall bear interest at the rate of two percent (2.00%) per annum and shall be payable as to principal and interest as provided in the Agreement.

Respectfully submitted,

An Mistle

John S. Mirtle District Clerk

#### **BOARD OF FINANCE**

To: Board of Finance for consideration on September 29, 2025

Bond Counsel prepared the following resolution for your approval.

It is therefore RECOMMENDED that it be:

VOTED: That the Board of Finance recommends to the District Board adoption of

the following resolution from Bond Counsel.

RESOLUTION TO AUTHORIZE THE DISTRICT TO EXECUTE AND DELIVER ONE OR MORE PROJECT LOAN AND PROJECT GRANT AGREEMENTS AND ONE OR MORE PROJECT LOAN AND PROJECT GRANT AND PRINCIPAL FORGIVENESS AGREEMENTS AND ANY AND ALL INTERIM FUNDING OBLIGATIONS AND PROJECT LOAN OBLIGATIONS IN AN AMOUNT NOT TO EXCEED \$10,000,000 IN ORDER TO FUND A 2024 CAPITAL IMPROVEMENT PROGRAM PROJECT

WHEREAS, on April 1, 2024, the District Board approved that certain resolution entitled "RESOLUTION MAKING A SUPPLEMENTAL APPROPRIATION OF \$44,600,000 FOR THE DISTRICT'S 2024 CAPITAL IMPROVEMENT PROGRAM — WATER AND INTEGRATED PLAN AND AUTHORIZING THE ISSUANCE OF BONDS OR NOTES OF THE DISTRICT IN AN AMOUNT NOT TO EXCEED \$44,600,000 TO FINANCE SAID APPROPRIATION" (the "Resolution") after the recommendation of the Board of Finance; and

**WHEREAS**, the Resolution provides, among other things, an appropriation and bond authorization in the amount of \$10,000,000 for construction, inspection and associated work for the replacement of existing water mains and service reconnections in Hartford as set forth therein as No. 2 (the "Project"), as more particularly attached hereto and incorporated herein; and

**WHEREAS**, the Resolution further provides that "the District may issue bonds, notes or certificates of indebtedness authorized hereby in the form of interim funding obligations in anticipation of project loan obligations....as the District Board shall determine, in accordance with Connecticut laws and the District's Charter, following recommendation of the Board of Finance"; and

**WHEREAS**, the Resolution further states that "[t]he aggregate principal amount of the Drinking Water Obligations to be issued, the dated date, final maturity, rate or rates of interest, the date, time of issue and sale and all other terms, details and particulars of such Drinking Water Obligations, subject to the provisions of the Drinking Water Program, shall be determined by the District Board, following a recommendation of the Board of Finance"; and

WHEREAS, Section 4-5 of the District's Charter also requires that "the resolution for the issuance of such bonds, notes or other certificates of debt to be adopted by the district board shall designate such name or title for the issue as seems appropriate, set forth the amount of the issue and the purposes for which its avails are to be used and provide as to the form, interest payment periods, the amount of such bonds, notes or other certificates of debt, the date of issue and maturity, the method of registration, if any, and whether the same shall carry interest coupons or otherwise. Such resolution may also provide for the rate of interest or, upon recommendation of the board of finance of the district, the rate of interest may be fixed by the bidders for such bonds in multiples of one-twentieth of one per cent per annum, but in neither case shall the rate of interest exceed six per cent per annum"; and

**WHEREAS**, the District has submitted and/or plans to submit one or more applications to the State of Connecticut Department of Public Health ("DPH") to determine whether the Project will be eligible for funding under the Drinking Water Program (as defined in the Resolution); and

WHEREAS, in anticipation of DPH determining that the Project will be eligible under the Drinking Water Program, the District Board desires to (1) authorize the District to execute and deliver one or more Project Loan and Project Subsidy Agreements, one or more Project Loan and Project Subsidy and Principal Forgiveness Agreements, as applicable, and any and all Interim Funding Obligations and Project Loan Obligations in an aggregate amount not to exceed \$10,000,000 in order to fund any or all of the Projects described in the Resolution, and (2) make such other determinations of the particulars of any and all such Interim Funding Obligations and Project Loan Obligations as described herein.

#### **BE IT RESOLVED:**

Section 1. The Board Chairman, or in his absence, the Vice-Chairman, and the District Treasurer, or in his absence, the Deputy Treasurer, are authorized to execute and deliver one or more Project Loan and Project Subsidy Agreements and one or more Project Loan and Project Subsidy and Principal Forgiveness Agreements, as applicable (each, an "Agreement") and any and all Interim Funding Obligations and Project Loan Obligations in an aggregate amount not to exceed \$10,000,000 to fund the Projects described in the Resolution and determined by the DPH as eligible under the Drinking Water Fund.

Section 2. The Interim Funding Obligations shall be identified in a manner consistent with the Resolution and the applications submitted to DPH, dated as of their date of issue, incorporate the amount of issue and the specific Project(s) to be funded, and shall mature within six months of the Scheduled Completion Date, as defined in each Agreement, shall bear interest at the rate of two percent (2.00%) per annum, shall be payable as to principal and interest as provided in each Agreement, and to the extent not paid prior to maturity from District funds, may be renewed by the issuance of Interim Funding Obligations or Project Loan Obligations, all as provided in each Agreement.

Section 3. The Project Loan Obligations shall be identified in a manner consistent with the Resolution and the applications submitted to DPH, dated as of their date of issue, incorporate the amount of issue and the specific Project(s) to be funded, and shall mature no later than twenty years from the Scheduled Completion Date, shall bear interest at the rate of two percent (2.00%) per annum and shall be payable as to principal and interest in monthly installments, all as provided in each Agreement.

Section 4. The prior actions by the Chairman, or in his absence, the Vice-Chairman, and the District Treasurer, or in his absence, the Deputy Treasurer, in furtherance of this resolution are hereby ratified and confirmed in all respects. Capitalized terms used herein and not defined shall have the meanings ascribed to them in each Agreement.

Respectfully submitted,

John S. Mirtle District Clerk

#### **BOARD OF FINANCE**

To: Board of Finance for consideration on September 29, 2025

Bond Counsel prepared the following resolution for your approval.

It is therefore RECOMMENDED that it be:

VOTED: That the Board of Finance recommends to the District Board adoption of

the following resolution from Bond Counsel.

RESOLUTION TO AUTHORIZE THE DISTRICT TO EXECUTE AND DELIVER ONE OR MORE PROJECT LOAN AND PROJECT SUBSIDY AGREEMENTS AND ONE OR MORE PROJECT LOAN AND PROJECT SUBSIDY AND PRINCIPAL FORGIVENESS AGREEMENTS AND ANY AND ALL INTERIM FUNDING OBLIGATIONS AND PROJECT LOAN OBLIGATIONS IN AN AMOUNT NOT TO EXCEED \$3,000,000 IN ORDER TO FUND A 2025 CAPITAL IMPROVEMENT PROGRAM PROJECT

WHEREAS, on December 9, 2024, the District Board approved that certain resolution entitled "RESOLUTION APPROPRIATING \$192,990,000 FOR THE DISTRICT'S 2025 CAPITAL IMPROVEMENT PROGRAM AND AUTHORIZING THE ISSUANCE OF BONDS OR NOTES OF THE DISTRICT IN AN AMOUNT NOT TO EXCEED \$192,990,000 TO FINANCE SAID APPROPRIATION" (the "Resolution") after the recommendation of the Board of Finance; and

**WHEREAS**, the Resolution provides, among other things, an appropriation and bond authorization in the amount of \$3,000,000 for the replacement of existing water mains and service reconnections in the Farmington Avenue area of Hartford as set forth therein as No. 20 (the "Project"), as more particularly attached hereto and incorporated herein; and

**WHEREAS**, the Resolution further provides that "the District may issue bonds, notes or certificates of indebtedness authorized hereby in the form of interim funding obligations in anticipation of project loan obligations....as the District Board shall determine, in accordance with Connecticut laws and the District's Charter, following recommendation of the Board of Finance"; and

**WHEREAS**, the Resolution further states that "[t]he aggregate principal amount of the Drinking Water Obligations to be issued, the dated date, final maturity, rate or rates of interest, the date, time of issue and sale and all other terms, details and particulars of such Drinking Water Obligations, subject to the provisions of the Drinking Water Program, shall be determined by the District Board, following a recommendation of the Board of Finance": and

WHEREAS, Section 4-5 of the District's Charter also requires that "the resolution for the issuance of such bonds, notes or other certificates of debt to be adopted by the district board shall designate such name or title for the issue as seems appropriate, set forth the amount of the issue and the purposes for which its avails are to be used and provide as to the form, interest payment periods, the amount of such bonds, notes or other certificates of debt, the date of issue and maturity, the method of registration, if any, and whether the same shall carry interest coupons or otherwise. Such resolution may also provide for the rate of interest or, upon recommendation of the board of finance of the district, the rate of interest may be fixed by the bidders for such bonds in multiples of one-twentieth of one per cent per annum, but in neither case shall the rate of interest exceed six per cent per annum"; and

**WHEREAS**, the District has submitted and/or plans to submit one or more applications to the State of Connecticut Department of Public Health ("DPH") to determine whether the Project will be eligible for funding under the Drinking Water Program (as defined in the Resolution); and

WHEREAS, in anticipation of DPH determining that the Project will be eligible under the Drinking Water Program, the District Board desires to (1) authorize the District to execute and deliver one or more Project Loan and Project Subsidy Agreements, one or more Project Loan and Project Subsidy and Principal Forgiveness Agreements, as applicable, and any and all Interim Funding Obligations and Project Loan Obligations in an aggregate amount not to exceed \$3,000,000 in order to fund the Project described in the Resolution, and (2) make such other determinations of the particulars of any and all such Interim Funding Obligations and Project Loan Obligations as described herein.

#### **BE IT RESOLVED:**

Section 1. The Board Chairman, or in his absence, the Vice-Chairman, and the District Treasurer, or in his absence, the Deputy Treasurer, are authorized to execute and deliver one or more Project Loan and Project Subsidy Agreements and one or more Project Loan and Project Subsidy and Principal Forgiveness Agreements, as applicable (each, an "Agreement") and any and all Interim Funding Obligations and Project Loan Obligations in an aggregate amount not to exceed \$3,000,000 to fund the Project described in the Resolution and determined by the DPH as eligible under the Drinking Water Fund.

Section 2. The Interim Funding Obligations shall be identified in a manner consistent with the Resolution and the applications submitted to DPH, dated as of their date of issue, incorporate the amount of issue and the specific Project(s) to be funded, and shall mature within six months of the Scheduled Completion Date, as defined in each Agreement, shall bear interest at the rate of two percent (2.00%) per annum, shall be payable as to principal and interest as provided in each Agreement, and to the extent not paid prior to maturity from District funds, may be renewed by the issuance of Interim Funding Obligations or Project Loan Obligations, all as provided in each Agreement.

Section 3. The Project Loan Obligations shall be identified in a manner consistent with the Resolution and the applications submitted to DPH, dated as of their date of issue, incorporate the amount of issue and the specific Project(s) to be funded, and shall mature no later than twenty years from the Scheduled Completion Date, shall bear interest at the rate of two percent (2.00%) per annum and shall be payable as to principal and interest in monthly installments, all as provided in each Agreement.

Section 4. The prior actions by the Chairman, or in his absence, the Vice-Chairman, and the District Treasurer, or in his absence, the Deputy Treasurer, in furtherance of this resolution are hereby ratified and confirmed in all respects. Capitalized terms used herein and not defined shall have the meanings ascribed to them in each Agreement.

Respectfully submitted,

John S. Mirtle District Clerk

#### **BOARD OF FINANCE**

To: Board of Finance for consideration on September 29, 2025

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WHEREAS, on December 9, 2024, the District Board approved that certain resolution entitled "RESOLUTION APPROPRIATING \$192,990,000 FOR THE DISTRICT'S 2025 CAPITAL IMPROVEMENT PROGRAM AND AUTHORIZING THE ISSUANCE OF BONDS OR NOTES OF THE DISTRICT IN AN AMOUNT NOT TO EXCEED \$192,990,000 TO FINANCE SAID APPROPRIATION" (the "Resolution") after the recommendation of the Board of Finance; and

**WHEREAS**, the Resolution provides, among other things, an appropriation and bond authorization in the amount of \$2,000,000 for replacing water mains located on Chadwick Avenue and Deerfield Avenue in Hartford and Francis Street, Hammer Street and Goodwin Place in East Hartford as set forth therein as No. 6 (the "Project"), as more particularly attached hereto and incorporated herein; and

**WHEREAS**, the Resolution further provides that "the District may issue bonds, notes or certificates of indebtedness authorized hereby in the form of interim funding obligations in anticipation of project loan obligations....as the District Board shall determine, in accordance with Connecticut laws and the District's Charter, following recommendation of the Board of Finance"; and

**WHEREAS**, the Resolution further states that "[t]he aggregate principal amount of the Clean Water Fund Obligations to be issued, the dated date, final maturity, rate or rates of interest, the date, time of issue and sale and all other terms, details and particulars of such Clean Water Fund Obligations, subject to the provisions of the Clean Water Fund Program, shall be determined by the District Board, following a recommendation of the Board of Finance"; and

WHEREAS, Section 4-5 of the District's Charter also requires that "the resolution for the issuance of such bonds, notes or other certificates of debt to be adopted by the district board shall designate such name or title for the issue as seems appropriate, set forth the amount of the issue and the purposes for which its avails are to be used and provide as to the form, interest payment periods, the amount of such bonds, notes or other certificates of debt, the date of issue and maturity, the method of registration, if any, and whether the same shall carry interest coupons or otherwise. Such resolution may also provide for the rate of interest or, upon recommendation of the board of finance of the district, the rate of interest may be fixed by the bidders for such bonds in multiples of one-twentieth of one per cent per annum, but in neither case shall the rate of interest exceed six per cent per annum"; and

**WHEREAS**, the District has submitted and/or plans to submit one or more applications to the State of Connecticut Department of Energy and Environmental Protection ("DEEP") to determine whether the Project will be eligible for funding under the Clean Water Fund Program (as defined in the Resolution); and

WHEREAS, in anticipation of DEEP determining that the Project will be eligible under the Clean Water Fund Program, the District Board desires to (1) authorize the District to execute and deliver one or more Project Loan and Project Grant Agreements, one or more Project Loan and Project Grant and Principal Forgiveness Agreements, as applicable, and any and all Interim Funding Obligations and Project Loan Obligations in an aggregate amount not to exceed \$2,000,000 in order to fund any or all of the Projects described in the Resolution, and (2) make such other determinations of the particulars of any and all such Interim Funding Obligations and Project Loan Obligations as described herein.

#### **BE IT RESOLVED:**

Section 1. The Board Chairman, or in his absence, the Vice-Chairman, and the District Treasurer, or in his absence, the Deputy Treasurer, are authorized to execute and deliver one or more Project Loan and Project Grant Agreements and one or more Project Loan and Project Grant and Principal Forgiveness Agreements, as applicable (each, an "Agreement") and any and all Interim Funding Obligations and Project Loan Obligations in an aggregate amount not to exceed \$2,000,000 to fund the Project described in the Resolution and determined by the DEEP as eligible under the Clean Water Fund.

Section 2. The Interim Funding Obligations shall be identified in a manner consistent with the Resolution and the applications submitted to DEEP, dated as of their date of issue, incorporate the amount of issue and the specific Project(s) to be funded, and shall mature within six months of the Scheduled Completion Date, as defined in each Agreement, shall bear interest at the rate of two percent (2.00%) per annum, shall be payable as to principal and interest as provided in each Agreement, and to the extent not paid prior to maturity from District funds, may be renewed by the issuance of Interim Funding Obligations or Project Loan Obligations, all as provided in each Agreement.

Section 3. The Project Loan Obligations shall be identified in a manner consistent with the Resolution and the applications submitted to DEEP, dated as of their date of issue, incorporate the amount of issue and the specific Project(s) to be funded, and shall mature no later than twenty years from the Scheduled Completion Date, shall bear interest at the rate of two percent (2.00%) per annum and shall be payable as to principal and interest in monthly installments, all as provided in each Agreement.

Section 4. The prior actions by the Chairman, or in his absence, the Vice-Chairman, and the District Treasurer, or in his absence, the Deputy Treasurer, in furtherance of this resolution are hereby ratified and confirmed in all respects. Capitalized terms used herein and not defined shall have the meanings ascribed to them in each Agreement.

Respectfully submitted,

John S. Mirtle District Clerk



# The Metropolitan District FISCAL YEAR 2026 BUDGET Board of Finance Meeting



# AGENDA

- Budget Calendar
- Sewer Ad Valorem / Water Rate Overview
- Expenditure Analysis
  - USI Actuary Presentation OPEB/Pension ADC
- Revenue Analysis
- Proposed Budget
- Summary

# MDC

#### **BUDGET CALENDAR**

- •09/29 Board of Finance Meeting to discuss 2026 Proposed Budget
- •09/30 Town Meeting #1
- •10/06 District Board refers Budget to BOF
- •10/20 Board of Finance Meeting
- •10/21 Town Meeting #2
- •11/12 Public Hearing for 2026 Budget, Rates and Ordinance Revisions
- •11/17 Water Bureau & Board of Finance to consider and approve 2026 and Water Rates and Refer to District Board
- •11/19 Bureau of Public Works to consider and approve 2026 Sewer Rates and Refer to District Board
- •12/01 MDC Government Committee to consider and approve ordinance revisions and refer to District Board
- •12/08 MDC District Board adopts 2026 Proposed Budget
- •By 12/31 Levy Tax/Publish Ordinance



# AD VALOREM/WATER RATE OVERVIEW

#### Three key steps for Sewer ad valorem and Water rate calculations:

- Step-1 Identify the operational expenditures (opex)
- Step-2 Subtract "other" revenues (orev)
- Step-3 Allocate remainder using
  - Town revenue 3-year weighted average calculation for Sewer's Ad Valorem tax, and
  - Consumption and service charges for Water rate determination

# MDC

# AD VALOREM/WATER RATE OVERVIEW

#### Proposed 2026 District operating budget is \$241.3 million (6.4% increase):

- Sewer
  - 1) \$ 114.5 opex
  - 2) \$ 61.4 orev
  - 3) \$ 53.1 to be collected from Member Towns' Ad Valorem (0.0% or no increase)
- Water
  - 1) \$ 126.8 opex
  - 2) \$ 28.5 orev
  - 3) \$ 98.3 to be collected from Water Sales (1.5% increase)
    - Water consumption unchanged from 18.3 million CCF (0.0% or no increase)
    - Water rate of \$3.91 (0.0% or no increase) per CCF x 18.3 million CCF = \$71.6 million
    - Water service charges (domestic, commercial, industrial, other) = \$26.6 (5.5% increase)



(water and sewer operations)

|                              |           | 2025           | 2026              |                  |          |
|------------------------------|-----------|----------------|-------------------|------------------|----------|
|                              |           | <b>Adopted</b> | Proposed          | \$ Change        | % Change |
| Debt                         | \$        | 87,471,810     | \$<br>95,388,073  | \$<br>7,916,263  | 9.1%     |
| Other Operating Expenditures | \$        | 53,769,839     | \$<br>58,730,731  | \$<br>4,960,892  | 9.2%     |
| Payroll                      | \$        | 51,226,922     | \$<br>52,703,290  | \$<br>1,476,368  | 2.9%     |
| Employee Benefits            | \$        | 13,026,943     | \$<br>13,765,008  | \$<br>738,065    | 5.7%     |
| General Insurance            | \$        | 2,246,193      | \$<br>2,491,341   | \$<br>245,148    | 10.9%    |
| Pension                      | \$        | 8,274,127      | \$<br>8,375,968   | \$<br>101,841    | 1.2%     |
| Contingencies                | \$        | 2,780,000      | \$<br>1,980,000   | \$<br>(800,000)  | -28.8%   |
| OPEB                         | \$        | 7,929,257      | \$<br>7,853,114   | \$<br>(76,143)   | -1.0%    |
| Tota                         | <b>\$</b> | 226,725,091    | \$<br>241,287,525 | \$<br>14,562,434 | 6.4%     |



(water and sewer operations)

Debt: \$7,916,263

- Net increase due to 2025 GO bond issue
- An increase of \$5.1 million in Water debt service, and
- An increase of \$2.8 million in Sewer debt service
- Debt service costs as a percentage of the budget remained flat



(water and sewer operations)

#### **Other Miscellaneous expenditures:**

- Three primary expenditure cost drivers:
  - General Operations
  - Electricity-Utilities
  - Software-as-a-Service

\$4,960,892

- + \$1.95 million
- + \$1.48 million
- + \$1.14 million



(water and sewer operations)

#### **Total Payroll - Operating:**

\$1,476,368

- Year-over-year OPEX payroll changes totaling \$1.47 million:
  - Salary of 10 new positions
  - Increase to Overtime and Standby pay
  - Net cost of 395 OPEX FTE with COLA
- Total employee count increased by 19

|       |      | Xf   | er |     |      |
|-------|------|------|----|-----|------|
|       | 2025 | Out  | In | New | 2026 |
| OPEX  | 395  | (17) | 7  | 10  | 395  |
| CAPEX | 76   | (7)  | 17 | 9   | 95   |
|       | 471  | (24) | 24 | 19  | 490  |

- + \$ 1.0 million
- + \$ 0.3 million
- + \$ 0.1 million



(water and sewer operations)

# **Employee Benefits:**

\$738,065

- + \$0.7 million, Medical Services
  - 02026 consultant claims projections for active employees:
    - 8% increase in Medical
    - 0% increase in Dental

# Fredi Daniels, USI Discussion – OPEB/Pension ADC



(water and sewer operations)

#### **Insurance** (General Liability, Casualty, Workers Compensation):

\$245,148

• October 1<sup>st</sup> insurance renewal, an overall premium increase no greater than 7%

#### **Pension:**

\$101,841

- Assume the same discount rate of 6.625%
- No changes to actuarial assumptions
- ADC increased by \$550K

#### **OPEB:**

\$(76,143)

- Assume the same discount rate of 6.625%
- No changes to actuarial assumptions
- Distribution shift of opex & capex employees

### **Contingency:**

\$(800,000)



# **Step-2 REVENUE ANALYSIS**

(water and sewer operations)

|   |              | 2025        | 2026              |                  |          |
|---|--------------|-------------|-------------------|------------------|----------|
|   |              | Adopted     | Proposed          | \$ Change        | % Change |
| WATER                                     |              |             |                   |                  |          |
| Contributions from Other Funds            | \$           | 3,594,548   | \$<br>7,686,046   | \$<br>4,091,498  | 113.8%   |
| Fire Protection Services                  | \$           | 6,032,000   | \$<br>9,296,000   | \$<br>3,264,000  | 54.1%    |
| Sale of Water                             | \$           | 96,863,796  | \$<br>98,265,965  | \$<br>1,402,169  | 1.4%     |
| Cross-Connection/BackWater Fee            | \$           | 230,400     | \$<br>350,000     | \$<br>119,600    | 51.9%    |
| Hydrant Maintenance                       | \$           | 1,855,920   | \$<br>1,904,850   | \$<br>48,930     | 2.6%     |
| Water Billing Penalties                   | \$           | 1,275,862   | \$<br>900,000     | \$<br>(375,862)  | -29.5%   |
| Non-Operating Revenues                    | \$           | 9,050,422   | \$<br>8,381,972   | \$<br>(668,450)  | -7.4%    |
| West Branch Reservoir Maint. (Army Corps) | \$           | 800,000     | \$<br>-           | \$<br>(800,000)  | -100.0%  |
| Tota                                      | ıl <u>\$</u> | 119,702,948 | \$<br>126,784,833 | \$<br>7,081,884  | 5.9%     |
| SEWER                                     |              |             |                   |                  |          |
| Other Sewer Revenues                      | \$           | 13,774,350  | \$<br>18,374,554  | \$<br>4,600,204  | 33.4%    |
| Sewer User Revenues                       | \$           | 14,578,258  | \$<br>16,354,240  | \$<br>1,775,982  | 12.2%    |
| Revenue from Other Govt. Agencies         | \$           | 16,492,350  | \$<br>17,196,804  | \$<br>704,454    | 4.3%     |
| Contributions from Other Funds            | \$           | 7,121,585   | \$<br>7,520,494   | \$<br>398,909    | 5.6%     |
| Tax on Member Municipalities              | \$           | 53,076,600  | \$<br>53,076,600  | \$<br>-          | 0.0%     |
| DEEP Contingency                          | \$           | 1,980,000   | \$<br>1,980,000   | \$<br>-          | 0.0%     |
| Tota                                      | 1 \$         | 107,023,143 | \$<br>114,502,692 | \$<br>7,479,550  | 7.0%     |
| TOTAL                                     | \$           | 226,726,091 | \$<br>241,287,525 | \$<br>14,561,434 | 6.4%     |



# **REVENUE ANALYSIS**

(water operations)

#### **WATER**

\$7,081,884

| • | Operating | Revenues |
|---|-----------|----------|
|---|-----------|----------|

\$3,790,386

- Customer Service Charge Increasing \$0.75
- Hydrant Maintenance Rate increase from \$165 to \$170
- Fire Protection Service Fee Increases

| • | Contri | bution | from | Other | Funds |
|---|--------|--------|------|-------|-------|
|---|--------|--------|------|-------|-------|

| <ul><li>Use</li></ul> | of Net Position |  |
|-----------------------|-----------------|--|

- Use of Debt Premiums
- Army Corps of Engineers
- Internal Service Fund

| \$ | 3. | .29 | 1 | ,49   | 8 |
|----|----|-----|---|-------|---|
| T  |    |     | _ | , . – | _ |

(\$1,004,748)



# **REVENUE ANALYSIS**

(sewer operations)

| Other Sewer Revenues:   | \$4,600,204 |
|---|-------------|
| <ul> <li>Sewer Customer Service Charge increase to \$12.50</li> </ul> |             |
| Sewer User Charges:   | \$1,775,982 |
| <ul> <li>High Flow, High Strength, and Bradley/E Granby</li> </ul>    |             |
| Other Governmental Agencies:  | \$704,454   |
| <ul> <li>Increase in sludge revenue</li> </ul>                        |             |
| Contributions From Other Funds  | \$398,909   |

\$7,479,550



### **REVENUE ANALYSIS**

(sewer operations)

#### **Contributions From Other Funds**

- Sewer Fund Balance \$4,480,000
  - \$1M for Sewer Ad Valorem Tax Levy Stabilization Fund
- Hydro Fund Balance \$730,688
- Internal Service Fund \$185,116
- Debt Premiums \$2,124,690



# **ALLOCATION**

#### TO AD VALOREM & WATER SALES

- Sewer \$114.5 opex \$61.4 orev = \$53.1 to be collected from member towns 0.0% or no increase
- ➤ Water \$126.8 opex \$28.5 orev = \$98.3 to be collected from Water Sales 1.5% increase
  - Water consumption is unchanged from 18.3 million CCFs
  - Water rate of \$3.91 per CCF x 18.3 million CCF Consumption = \$71.7 million
  - Water service charges (domestic, commercial, industrial, other) = \$26.6 million
- ➤ The \$241.3 million proposed 2026 District's operating budget represents a 6.4% increase

| (millions)                     |    | 2025   |    | 2026    |            |       |
|--------------------------------|----|--------|----|---------|------------|-------|
| Sewer                          | Α  | dopted | Pı | roposed | \$<br>VAR  | %VAR  |
| 1) Opex                        | \$ | 107.0  | \$ | 114.5   | \$<br>7.5  | 7.0%  |
| 2) Orev (subtract)             | \$ | 53.9   | \$ | 61.4    | \$<br>7.5  | 13.9% |
| 3) Ad Valorem                  | \$ | 53.1   | \$ | 53.1    | -          | 0.0%  |
| Sewer Customer Service Charges | \$ | 9.0    | \$ | 12.5    | \$<br>3.5  | 38.9% |
| Water                          |    |        |    |         |            |       |
| 1) Opex                        | \$ | 119.7  | \$ | 126.8   | \$<br>7.1  | 5.9%  |
| 2) Orev (subtract)             | \$ | 22.8   | \$ | 28.5    | \$<br>5.7  | 24.9% |
| 3) Water Sales                 | \$ | 96.9   | \$ | 98.3    | \$<br>1.4  | 1.5%  |
| Consumption                    |    | 18.3   |    | 18.3    | -          | 0.0%  |
| Rate                           | \$ | 3.91   | \$ | 3.91    | \$<br>-    | 0.0%  |
| Consumption Charges            | \$ | 71.7   | \$ | 71.7    | \$<br>0.0  | 0.0%  |
| Service Charges                | \$ | 25.2   | \$ | 26.6    | \$<br>1.4  | 5.5%  |
| Water Sales                    | \$ | 96.9   | \$ | 98.3    | \$<br>1.4  | 1.4%  |
| Total                          |    |        |    |         |            |       |
| 1) Opex                        | \$ | 226.7  | \$ | 241.3   | \$<br>14.6 | 6.4%  |
| 2) less Orev                   | \$ | 76.8   | \$ | 89.9    | \$<br>13.2 | 17.1% |
| 3) Ad Valorem/Water Sales      | \$ | 149.9  | \$ | 151.3   | \$<br>1.4  | 0.9%  |



# **2026 Budget Recommendation Highlights**

- Total overall proposed budget increase of 6.4%
- Increase of new positions with minimal impact to OPEX
- No increase to Ad Valorem
- No increase to the water rate
- Proposed increases to customer service charges that have remained unchanged for several years
- Modernizing our infrastructure and technology is increasing some OPEX
  - Electricity costs increasing 17.8%
  - Software-as-a-Service rising 80.6%



# **SUPPLEMENTAL INFORMATION:**

#### **Average Customer Water Bill**

|   |        |         | 2025     |             |         | 2026     |             |         | <b>Variance</b> |       |
|---|--------|---------|----------|-------------|---------|----------|-------------|---------|-----------------|-------|
|   | CCFs / | Rate /  |          | _           | Rate /  |          | _           | •       |                 |       |
|   | Month  | CCF     | Monthly  | Annual      | CCF     | Monthly  | Annual      | Monthly | Annual          | %     |
| Member Town - Residential                   |        |         |          |             |         |          |             |         |                 |       |
| Water Use Charge                            | 8.333  | \$ 3.91 | \$ 32.58 | \$ 391.00   | \$ 3.91 | \$ 32.58 | \$ 391.00   | \$ -    | \$ -            | 0.0%  |
| *Clean Water Project Charge (CWPC) Estimate | 8.333  | \$ 4.57 | \$ 38.08 | \$ 457.00   | \$ 4.87 | \$ 40.58 | \$ 487.00   | \$ 2.50 | \$ 30.00        | 6.6%  |
| Water Customer Service Charge               |        |         | \$ 14.98 | \$ 179.76   |         | \$ 15.73 | \$ 188.76   | \$ 0.75 | \$ 9.00         | 5.0%  |
| Sewer Customer Service Charge               |        |         | \$ 9.00  | \$ 108.00   | _       | \$ 12.50 | \$ 150.00   | \$ 3.50 | \$ 42.00        | 38.9% |
| Total Bill                                  |        |         | \$ 94.65 | \$ 1,135.76 |         | \$101.40 | \$ 1,216.76 | \$ 6.75 | \$ 81.00        | 7.1%  |
| Non-Member - Residential                    |        |         |          |             |         |          |             |         |                 |       |
| Water Used Charge                           | 8.333  | \$ 3.91 | \$ 32.58 | \$ 391.00   | \$ 3.91 | \$ 32.58 | \$ 391.00   | \$ -    | \$ -            | 0.0%  |
| Customer Service Charge                     |        |         | \$ 14.98 | \$ 179.76   |         | \$ 15.73 | \$ 188.76   | \$ 0.75 | \$ 9.00         | 5.0%  |
| General Surcharge Outside of District       |        |         | \$ 14.98 | \$ 179.76   | _       | \$ 15.73 | \$ 188.76   | \$ 0.75 | \$ 9.00         | 5.0%  |
| Total Bill                                  |        |         | \$ 62.54 | \$ 750.52   |         | \$ 64.04 | \$ 768.52   | \$ 1.50 | \$ 18.00        | 2.4%  |



# **SUPPLEMENTAL INFORMATION:**

Water Rate Comparison (typical 5/8" residential meter)

| 2025                           |                                 |
|--------------------------------|---------------------------------|
| Water Utility                  | Water Rate<br>Per CCF (748 gal) |
| Metropolitan District (MDC)    | \$3.91                          |
| Aquarion (Topstone Division)   | \$4.36                          |
| Regional Water Authority (RWA) | \$5.23                          |
| CT Water                       | \$8.18                          |

| TREND |        |        |  |  |  |  |  |
|-------|--------|--------|--|--|--|--|--|
| Year  | MDC    | RWA    |  |  |  |  |  |
| 2025  | \$3.91 | \$5.23 |  |  |  |  |  |
| 2024  | \$3.80 | \$5.03 |  |  |  |  |  |
| 2023  | \$3.80 | \$5.03 |  |  |  |  |  |
| 2022  | \$4.09 | \$4.77 |  |  |  |  |  |
| 2021  | \$4.05 | \$4.40 |  |  |  |  |  |
| 2020  | \$3.97 | \$4.40 |  |  |  |  |  |
| 2019  | \$3.50 | \$4.40 |  |  |  |  |  |
| 2018  | \$3.14 | \$4.14 |  |  |  |  |  |
| 2017  | \$2.77 | \$3.95 |  |  |  |  |  |



#### THE METROPOLITAN DISTRICT

# HARTFORD COUNTY, CONNECTICUT REQUEST FOR PROPOSALS

For

# Audit Services RFP 2025R-08

ISSUE DATE: September 3, 2025 QUESTIONS DUE: September 15, 2025 RESPONSES DUE: October 1, 2025 by 10:00 AM EDT

Sealed responses will be received by the District Clerk by the date and time specified above.

Office of the District Clerk
555 Main Street
Hartford, CT

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# PART I

#### 1.1 INTENT

The Metropolitan District (MDC), a municipal water and sewer utility with a primary service area in the Capitol Region of Connecticut, is seeking written proposals from qualified Certified Public Accounting firms to audit its financial statements for the fiscal years ending December 31, 2025, 2026; and 2027, as required by law. The District is seeking a three-year engagement with the opportunity for two (2) additional one (1) year option periods.

#### 1.2 ABOUT THE METROPOLITAN DISTRICT

The Metropolitan District is a specially chartered municipal corporation established by special act of the Connecticut State Legislature in 1929, and includes the municipalities of Hartford, Bloomfield, East Hartford, Newington, Rocky Hill, West Hartford, Wethersfield and Windsor. The District provides water and sewer services to approximately 400,000 people.

The District is governed by a board of thirty-three (33) commissioners (the "Board") - with twenty-nine voting members from District member towns and four non-voting commissioners, each appointed by the "non-member" towns of the MDC, namely, Glastonbury, Farmington, South Windsor and East Granby. Of the voting members, seventeen (17) are appointed by the legislative bodies of the eight (8) member municipalities, eight (8) by the Governor of the State of Connecticut, and four (4) by the leadership of the Connecticut General Assembly (the "Board").

The District is managed by a Chief Executive Officer supported by a senior executive leadership team and employs approximately four hundred seventy-one (471) full-time personnel. The District recently completed a major comprehensive organizational re-engineering process. Under the present structure, there are two (2) functional divisions: Operations & Engineering and Business Services.

Sanitary sewer services are funded through an ad valorem tax on member municipalities and, for high flow users, a sewer user charge. The funding of water services and related operations is principally through a direct use charge to customers.

Major capital improvements in excess of \$26.460 million for a single project must be approved by the electorate of the member municipalities and are financed primarily through bonding. The 2025 combined water and sewer budgets for all District operations totaled approximately \$226.7 million.

The water distribution system consists of upland impoundments in the Farmington River watershed, two (2) filtration plants and approximately 1,600 miles of distribution mains. Flows in the system are primarily by gravity, with the exception of some limited pumping of treated water

to higher elevations. Average treated water use is about 50 million gallons per day, and all services are metered.

The sewage collection system consists of approximately 1,200 miles of sanitary sewers serving the member municipalities. Four (4) water pollution control plants treat an average of 65 million gallons per day.

In 2006, the District entered into a Consent Order with the State of Connecticut Department of Environmental Protection to reduce Combined Sewer Overflows (CSO) to a one (1) year level of control, within fifteen (15) years (the "Consent Order").

In accordance with the Consent Order, the District submitted updates to its CSO Long-Term Control Plan (LTCP) in 2012 and 2018. The District's 2018 LTCP Update utilized US EPA's Integrated Planning approach and also included an Integrated Plan (IP). The 2018 LTCP/IP was approved by CT DEEP in September 2022 via a new Consent Order, superseding the 2006 Consent Order. The 2022 Consent Order established Phase 1 of the IP and included projects to be completed through 2029. Subsequent to this, this Consent Order was then modified in 2023 in response to CT DEEP's request to prioritize projects within Phase 1 of the IP to expedite sewer improvements in North Hartford. These projects became known as the North Hartford Pilot Program, and included work aimed at removing inflow and infiltration at the source, including private property.

Also in 2006, the District entered into a Consent Decree with the Environmental Protection Agency ("EPA") and the U. S. Department of Justice to implement a Sanitary Sewer Overflow ("SSO") Abatement Program, pursuant to which the District is required to eliminate structural SSO's over a seven (7) year period for the communities of Rocky Hill, Wethersfield and Windsor, and over a twelve (12) year period for West Hartford and Newington (the "Consent Decree").

In conjunction with the integrated planning schedules initially presented in the 2018 LTCP/IP (and the subsequent revisions in the 2022 and 2023 Consent Orders) for Consent Decree Projects, the schedule for the remaining Consent Decree projects were revised via a new Consent Decree. This Consent Decree was executed in January 2025.

The District has also identified several nitrogen removal projects designed to protect Long Island Sound and required to comply with the District's General Permit for the discharge of nitrogen based on the adopted total maximum daily load for Long Island Sound.

The District's coordinated multi-year response to the Consent Order, Consent Decree and nitrogen reduction requirements is "The Clean Water Project" (the "CWP"). The work under the CWP includes three (3) major elements: (1) construction of new sanitary sewers, interceptors and tunnels to reduce CSOs within the District's collection system; (2) rehabilitation of existing sanitary sewers and construction of new interceptors to eliminate structural and non-structural

SSOs from the sanitary sewers of East Hartford, Bloomfield, Wethersfield, West Hartford, Windsor, Rocky Hill and Newington; and, (3) increase treatment flow capacity and reduce nitrogen levels from the discharges of some of the District's water pollution control facilities.

Authorization to spend for Phase I of the CWP was approved in the amount of \$800 million by the MDC's member towns through a referendum vote on November 7, 2006. A second referendum authorizing an additional \$800 million for Phase II of the project was approved on November 6, 2012. Additional authorizations will be required over the remainder of the life of the CWP. Funding for the capital expenditures and debt service incurred in support of the CWP is through a separate direct use charge to customers. As approved by the District Board, this separate direct use charge has been modified to also include costs for IP Projects.

In addition, the District has undertaken a comprehensive program of asset management which involves a systemic replacement of water and sewer infrastructure in a proactive process. Capital improvement programs also include improvements to and modernization of MDC water treatment and water pollution control facilities.

In 2021, the District entered into a Consent Decree with the EPA over the 2016 Clean Air Act Sewage Sludge Incinerator ("SSI") rule related to EPA designating the District's incinerators as "new" under the SSI rule. The District is in compliance with the SSI rule and Consent Decree.

The District operates within a range of facilities and settings. In addition to the administrative and management staffs (legal, finance, engineering, procurement, human resources, etc.) based at the District's headquarters building in downtown Hartford, CT, the District also operates from several other facilities within a 30-mile driving distance from the headquarters building. They include (not all facilities listed):

- Water treatment and distribution facilities
- Wastewater treatment facilities including three multi-hearth sewage sludge incinerators
- Operations Command Center emergency services/response; customer service center, training facility
- Fleet and equipment maintenance facility
- Hydro-electric generating facility
- Fresh water reservoir facilities, including associated public recreation areas, reservoirs and contiguous woodland areas.

The District has full control of its water sources. All fresh water the District supplies to its customers comes from the District's own reservoirs. There is no dependency on another agency or supplier within or outside the State for the District to meet its demand for fresh water.

There are occupational categories that may not be as common in other water districts or agencies. For example, the District has a small police force ("patrol") to protect property and equipment at its more remote facilities and also to protect the public using the designated recreation areas at the reservoirs. Another somewhat unique job category is "foresters" who maintain the watershed woodland areas that surround and feed into the reservoirs.

The District utilizes SAP (an integrated ERP system) with other network and web-based technology. Technological change drives improvement and has, as a result, changed the required knowledge, skills, and attributes of our workforce.

The District manages an award winning Geographic Information System ("GIS") that supports its many activities. The database contains detailed utility and land base information for each of the member municipalities as well as natural resource information for watershed land. The system is capable of producing utility and street index maps as well as special purpose maps. It is also linked to the District's business application software, allowing users to query data and locate specific utility equipment. GIS also provides mapping services to member towns.

For years, the District, as a municipality, submitted its affirmative action plan and goals to the federal government. This changed in 2009. Pursuant to Public Act 09-87, the District is considered a Connecticut state agency for the sole purpose of developing and implementing an affirmative action plan that commits the District to a program of affirmative action in all aspects of personnel and administration.

### .

### 1.3 PROPOSAL SUBMITTAL INSTRUCTIONS AND DEADLINE

Respondents are required to submit one (1) unbound original, plus three (3) bound copies of Volume 1: Technical, Volume 2: Past Performance and Volume 3: Price as specified in Part III of the RFP. Respondents are also required to submit one (1) unbound original of the Price schedule. An electronic copy of all contents of Respondent's Proposal must also be submitted on a USB Flash Drive. Files stored on the USB Flash Drive must be uncompressed files. The USB Flash Drive must be affixed with a label identifying Respondent's name and the RFP number. A directory listing/table of contents must accompany the USB Flash Drive with a listing of file names and the content of each file. Size permitting, the electronic files for all volumes of Respondent's response may be submitted on a single USB Flash Drive.

### NOTE: Respondent's Technical, Past Performance and Price Volumes may be submitted together in the same package, but the Price Volume must be submitted in a separate, sealed envelope.

The RFP number, due date and time, and the title of the RFP "Audit Services", and the respondent firm name and address clearly labeled on the outside of the envelope.

The text of Respondent's Proposal must be a currently supported version of Microsoft Word. The Proposal shall have 1" margins on all sides, be single-spaced, use Times New Roman font, color black, font size of 12; the paper shall be letter size 8 ½" X 11" and printed single-sided.

Any portions of the Proposal requiring Microsoft Excel submissions must be a currently supported version of Microsoft Excel. Any illustrations (e.g., graphics figures, graphs, and tables) may be in landscape or portrait format with font colors other than black and font sizes 12 through 8 are considered acceptable.

Proposals must be received by the District no later than 10:00 AM local time on October 1, 2025.

Proposals received after the specified deadline shall be deemed non-responsive and ineligible for evaluation. Proposals received after the specified deadline shall be returned unopened to the respective Respondents. Faxed Proposals are not acceptable and will be rejected by the District. Proposals must be addressed as follows:

District Clerk
The Metropolitan District
555 Main Street
Hartford, CT 06103

Any Respondent personally delivering a Proposal to the District should obtain a stamped and signed confirmation at the MDC Main Lobby Security Desk. The Proposal must be signed by Respondent's duly authorized principal. All volumes, supporting documents and electronic media (USB Drive) shall be submitted in a sealed envelope with such envelope's exterior prominently, clearly and legibly displaying the RFP number (2025R-08), the RFP due date and time, and the RFP title ("Audit Services"), as well as the Respondent's name and address.

The District will not be liable for Proposals not received by the specified due date, Proposals with incorrectly labeled envelopes, or incomplete Proposals. It is the Respondent's sole responsibility to ensure that its Proposal is delivered by the specified due date. A Proposal may be withdrawn upon written request (on a Respondent's letterhead and signed by a Respondent's duly authorized principal) prior to the specified due date. A Proposal may be modified in the same manner. Proposals or modification(s) thereof received after the specified due date will not be accepted or considered by the District.

Proposals shall become District property upon submittal to the District. This RFP and the Proposal submitted by the successful Respondent shall become part of the contract and final agreement between the successful Respondent and the District ("Agreement").

### 1.4 ORAL PRESENTATIONS AND/OR INTERVIEWS

Oral presentations by one or more Respondents and/or interviews may be conducted by the Selection Panel after proposals are reviewed by the selection panel. If interviews are held, which will be determined in the sole discretion of the selection panel, they will be promptly scheduled at a time and location to be announced. Each Respondent should be prepared to discuss and substantiate any aspect of its proposal and to present the firm's project manager and key members of support staff.

### 1.5 QUESTIONS AND ADDENDA

All questions and/or requests for additional information regarding this RFP must be submitted in writing via email (Subject line: RFP 2025R-08) to <a href="mailto:dchalupka@themdc.com">dchalupka@themdc.com</a> by 4:00 p.m. Eastern Time on September 15, 2025.

Questions must be received no later than the date and time specified herein. Questions received after that date and time will not be answered. Telephone calls will not be accepted. Questions left on voicemail will neither be accepted nor answered.

Contact with any other person(s) employed by, or associated with, the District, other than the designated contact above regarding this solicitation is strictly prohibited. Failure to adhere to this requirement may disqualify a Respondent from consideration, and such decision shall be made by the District in its sole and absolute discretion.

Material clarifications or revisions to this RFP as well as answers to any questions submitted in a timely manner will be answered in the form of addenda to this RFP which will be published on the District's ProcureWare Site at <a href="https://mdc.procureware.com/home">https://mdc.procureware.com/home</a>. Addenda will be posted no later than seven (7) calendar days prior to the deadline for responses to this RFP. It is each Respondent's responsibility to check the District's ProcureWare Site for addenda.

### **1.6 MISCELLANEOUS**

The District reserves the right to reject, in whole or in part, any or all proposals received or, in the alternative, withdraw this RFP in its entirety at any time prior to the award of a contract. All proposals shall remain open for acceptance until 120 working days after the Proposal deadline specified for this RFP.

For purposes of the RFP, the term "working days" shall mean weekdays Monday through and including Friday, but excluding any holiday and weather event day recognized and observed by the District whereby the main offices at 555 Main Street in Hartford, Connecticut are closed for business.

### PART II SCOPE OF SERVICES

THE METROPOLITAN DISTRICT is soliciting services from qualified Certified Public Accounting firms to audit its financial statements for the fiscal years ending December 31, 2025, 2026; and 2027, as required by law. The District is seeking a three-year engagement with the potential for two (2) additional one (1) year option periods. The auditor will provide an opinion as to the fair presentation, in all material respects, the respective position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of THE METROPOLITAN DISTRICT.

### 2.1 AUDIT SERVICES REQUIRED

**A.** THE METROPOLITAN DISTRICT expects the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

THE METROPOLITAN DISTRICT also expects the auditor to express an opinion on the fair presentation of its combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the Annual Comprehensive Financial Report (ACFR). However, the auditor is expected to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the introductory section of the report or the statistical section of the report, but it is expected to review them for consistency with other statements and schedules.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditor is not required to audit the schedule of expenditures of federal awards. However, the auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

### B. Auditing Standards to be Followed

To meet the requirements of this Request For Proposals (RFP), the audit shall be performed in accordance with the auditing standards generally accepted in the

United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance); the provisions of U.S. Office of Management and Budget (OMB) Compliance Supplement and the Connecticut State Single Audit Act (State Single Audit).

### C. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue as required by generally accepted auditing standards, and *Government Auditing Standards*, the Connecticut General Statutes and Uniform Guidance including but not limited to the following:

- A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards "in relation to" the audited financial statements.
- 2. A report on compliance and internal control over financial reporting based on an audit of the financial statements.
- 3. A report on compliance and internal control over compliance applicable to each major federal program.

In the required report[s] on compliance and internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report[s] on compliance and internal controls.

The reports on compliance and internal controls shall include all instances of noncompliance.

<u>Irregularities and illegal acts</u>. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

- District Board or Designated Committee
- Chief Executive Officer
- Chief Financial Officer

Reporting to the District Board or Designated Committee. Auditors shall assure that THE METROPOLITAN DISTRICT's Board or Designated Committee is informed of each of the following:

- a) The auditor's responsibility under generally accepted auditing standards;
- b) Significant accounting policies;
- c) Management judgments and accounting estimates;
- d) Significant audit adjustments;
- e) Other information in documents containing audited financial statements;
- f) Disagreements with management;
- g) Management consultation with other accountants;
- h) Major issues discussed with management prior to retention;
- i) Difficulties encountered in performing the audit.

### D. Special Considerations

- 1. THE METROPOLITAN DISTRICT will send its Annual Comprehensive Financial Report (ACFR) to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide special assistance to THE METROPOLITAN DISTRICT to meet the requirements of that program.
- 2. THE METROPOLITAN DISTRICT currently anticipates it will prepare one or more official statements in connection with the sale of debt securities which will contain the general-purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."
- 3. THE METROPOLITAN DISTRICT has determined that the United States Environmental Protection Agency (EPA) will function as the cognizant agency in accordance with the provisions of the Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- 4. The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the ACFR but are to be issued separately.

- 5. The Auditor shall provide assistance with GASB accounting standards, as necessary, to assist management in its preparation of The Metropolitan District's financial statements. THE METROPOLITAN DISTRICT may require the auditor's assistance to comply with any new GASB reporting requirements.
- 6. The auditor shall complete the appropriate sections of the Data Collection Form that summarizes its audit findings. At the conclusion of the engagement, the auditor will provide information to management as to what is included in each reporting package and to which agencies the reporting packages should be submitted.

### E. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by THE METROPOLITAN DISTRICT of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

THE METROPOLITAN DISTRICT
United States Environmental Protection Agency (EPA)
U.S. General Accounting Office (GAO)

Parties designated by the federal or state governments or by THE METROPOLITAN DISTRICT as part of an audit quality review process.

Auditors of entities of which THE METROPOLITAN DISTRICT is a sub-recipient of grant funds.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

### 2.2 DESCRIPTION OF THE AGENCY TO BE AUDITED

**A.** The auditor's principal contact with THE METROPOLITAN DISTRICT will be the Controller, or in their absence, the Chief Financial Officer, who will coordinate the assistance to be provided by THE METROPOLITAN DISTRICT to the auditor.

### B. <u>Budgetary Basis of Accounting</u>

Except for encumbrance accounting, the General Fund budget is prepared on a modified accrual basis. Budgetary and actual data in this report are presented on a budgetary basis. Since accounting principles applied for purposes of developing

data on a budgetary basis differ significantly from those used to present financial statements in conformity with GAAP, a reconciliation of resultant basis, timing and perspective is provided in the report.

### C. Federal and State Awards

During each fiscal year to be audited, THE METROPOLITAN DISTRICT has received or anticipates receiving the following:

- State of Connecticut Clean Water Fund Grants and Loans
- State of Connecticut Safe Drinking Water Act Loans

### D. Pension Plans

THE METROPOLITAN DISTRICT participates in the following pension plans:

THE METROPOLITAN DISTRICT EMPLOYEES' RETIREMENT SYSTEM which is a Single-Employer Defined Benefit Plan.

Actuarial services for this plan are provided by:

USI Consulting Group 95 Glastonbury Boulevard, Suite 102, Glastonbury, CT 06033

### E. Joint Ventures

THE METROPOLITAN DISTRICT does not participate in joint ventures with other governments.

### F. Magnitude of Finance Operations

The finance department consists of a CFO, Controller and Treasury departments.

### G. Financial Applications

ERP Software – SAP Suite on HANA G/L (FI/CO), A/R (FI/CA), A/P, Purchasing, MM

### 2.3 TERM OF AGREEMENT

The Agreement between the District and the successful Respondent will cover an initial period of three (3) years (consisting of a total of 36-months), with options to extend for two (2) additional one (1) year periods (consisting of 12-months each).

Each such option period shall be exercised by the District in its sole and absolute discretion, with preliminary written notice of its intent to exercise the option at least 30 days prior to contract expiration. The total duration of the contract, including the exercise of any options under this clause, or the "Option to Extend Services" clause in Section 2.4 below, shall not exceed five (5) years, six (6) months.

### 2.4 OPTION TO EXTEND SERVICES

The District may require continued performance of any services within the limits and at the fees specified in the Agreement and accordingly reserves the right to unilaterally extend the term of the Agreement beyond the term of the Agreement or any subsequent option year contract term extension. This option provision may be exercised more than once, but the total extension of such term hereunder shall not exceed six (6) months. The District may unilaterally exercise this option by written notice within fifteen (15) calendar days prior to the expiration of such term, or the extended term, depending on the circumstances.

### 2.5 LICENSES AND CERTIFICATIONS

The successful Respondent shall maintain in good standing all the necessary licenses and certifications pertaining to the services specified herein, as required by the Connecticut General Statutes ("C.G.S.") and regulations governing professional firms, as amended from time to time, and, if required by the District, must provide copies of such licenses and certifications. The successful Respondent must be licensed to do business in the State of Connecticut.

### 2.6 INSURANCE AND INDEMNIFICATION

### A. Insurance

During the term of a future contract, the Consultant shall maintain a professional liability insurance policy in a form acceptable to the District in an amount that will allow it to insure against damages and costs resulting from negligent acts, errors, and omissions in the work performed by it on and after the effective date of, and under the terms of, the contract. The Consultant may, at its election, obtain a policy containing a deductible clause, but if so, it shall be liable, as stated above herein, to the extent of the deductible amount.

Simultaneously with delivery of an executed contract to the District, the Consultant shall furnish to the District a certificate of insurance (Appendix 'F') for the required insurance policy. Failure to do so shall entitle the District to terminate the Agreement. Such certificate must contain information regarding the policy in force, policy number, limits, and policy period. It also must provide that 30 days prior written notice of any material policy change, non-renewal, or cancellation shall be given to the District, by certified mail, except in the event of non-payment of premium, in which case notice will be 10 days. If the insurance policy is cancelled for non-payment of the premium, the District shall have the right to pay any such premium and deduct the amount thereof from amounts due to the Consultant under the Agreement.

Such insurance shall provide at a minimum but not be limited to the following types of coverage:

- a. <u>Professional Liability Insurance</u> not less than One Million and 00/100 (\$1,000,000.00) dollars limit;
- b. <u>Commercial General Liability</u> including blanket contractual and products/completed operations coverages. The limits of liability provided shall be no less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate. Per project aggregate

must apply. The Metropolitan District, State of Connecticut, and the MDC member towns and their respective officers, agents, servants and employees are named as additional insureds on the Commercial General Liability Policy;

- c. <u>Automobile Liability</u> with limits of not less than \$1,000,000.00 combined single limit, including coverage for owned, non-owned, hired and/or borrowed vehicles;
- d. <u>Worker's Compensation</u> as required by Connecticut Law and Employer's Liability with a limit of not less than \$100,000.00 per occurrence, \$500,000.00 disease policy limit, and \$100,000.00 disease each employee;
- e. <u>Umbrella Liability</u> in excess of Employer's Liability, Commercial General Liability and Automobile Liability with a limit of not less than \$5,000,000.00 each occurrence, \$5,000,000.00 aggregate;
- f. <u>Comprehensive Crime Coverage</u> with limits of not less than \$1,000,000.00 for Employee Dishonesty, Forgery and Alteration.

### B. Indemnification

The successful Respondent shall at all times indemnify, defend and save harmless the District, any municipality included therein, the State of Connecticut, and their respective officers, agents, servants and employees on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injury (including death) sustained by or alleged to have been sustained by the servants, employees, or agents of the District, or of any municipality included therein, or the State of Connecticut, or of the Consultant, or anyone directly or indirectly employed by them, from injuries (including death) sustained by or alleged to have been sustained by the public, or by any other person or property, real or personal (including property of the District) to the extent caused by the negligent, willful or wanton acts or omissions of the successful Respondent, or anyone directly or indirectly employed by them or any of them.

### 2.7 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

2.7.1 The successful Respondent agrees to the following provisions: (1) Respondent agrees and warrants that in the performance of this Agreement Respondent will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status of a victim of domestic violence, intellectual disability, mental disability or physical disability, including but not limited to blindness, unless it is shown by Respondent that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State; and Respondent further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran,

status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including but not limited to blindness, unless it is shown by Respondent that such disability prevents performance of the work involved; (2) Respondent agrees, in all solicitations or advertisements for employees placed by or on behalf of Respondent, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (the "Commission"); (3) Respondent agrees to provide each labor union or representative of workers with which Respondent has a collective bargaining agreement or other contract or understanding and each vendor with which Respondent has a contract or understanding, a notice to be provided by the Commission advising the labor union, workers' representative and vendor of Respondent's commitments under C.G.S. §4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) Respondent agrees to comply with each provision of C.G.S. §4a-60, and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§46a-56 and 46a-86; and (5) Respondent agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Respondent as relate to the provisions of C.G.S. §§4a- 60 and 46a-56.

- 2.7.2 The successful Respondent agrees to the following provisions: (1) Respondent agrees and warrants that in the performance of this Agreement Respondent will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) Respondent agrees to provide each labor union or representative of workers with which Respondent has a collective bargaining agreement or other contract or understanding and each vendor with which Respondent has a contract or understanding, a notice to be provided by the Commission advising the labor union, workers' representative and vendor of Respondent's commitments under C.G.S. §4a-60a, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) Respondent agrees to comply with each provision of C.G.S. §4a-60a, and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §46a-56; and the Respondent agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Respondent which relate to the provisions of C.G.S. §§4a-60a and 46a-56.
- **2.7.3** The successful Respondent agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers or materials to perform work or services hereunder, and Respondent shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- **2.7.4** If successful Respondent has one or more contracts with an awarding agency (including the District) or who is a party to a municipal public works contract or a contract for a quasi-public agency project shall include a nondiscrimination affirmation provision certifying that the contractor understands the obligations of this section and will maintain a policy for the duration of the contract to assure that the contract will be performed in compliance or conformance with

the nondiscrimination requirements of Sections 2.6.1(1) and 2.6.2(1) above. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the contract, or (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations.

- **2.7.5** The District shall not award a contract to a Respondent that has not included the nondiscrimination affirmation provision in the contract and demonstrated its understanding of such provision as required under Section 2.6.
- 2.7.6 The successful Respondent shall include the provisions of Sections 2.6.1, 2.6.2 and 2.6.3 in every subcontract or purchase order entered into in order to fulfill any obligation of Respondent under this Agreement and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Respondent shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with C.G.S. §46a-56; provided, if Respondent becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the Commission, the Respondent may request the State to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- **2.7.7** For purposes of this Article 2.6, the terms "Agreement" shall include any extension or modification of the Agreement, and the term "Respondent" includes any successors or assigns of the successful Respondent; and the terms "minority business enterprise" and "good faith efforts" shall have the meanings assigned to such terms in C.G.S. §4a-60(e).

### 2.8 MBE/WBE GOALS

The District strongly encourages all prime contractors to utilize qualified and certified Minority-owned Business Enterprises (MBE) and/or Women-owned Business Enterprises (WBE) subcontractors on all District contracts. The District promotes the acquisition of goods and services from qualified and certified MBE/WBEs when such MBE/WBEs are available and the price of goods and services is reasonable. For professional service contracts, the District seeks the utilization of qualified and certified MBEs/WBEs when such MBE/WBE firms are available.

### 2.9 FIRM RESPONSIVENESS

Firms must have adequate technical staff capable of performing the services to be provided under this engagement.

Responding firms shall state their capacity to apply and commit staff and material resources necessary to meet the District's needs for Audit Services. Firms shall consider their current and projected workload when making this determination.

### PART III PROPOSAL SUBMITTAL REQUIREMENTS

Proposals must be received by the District by 10:00 AM EDT on Wednesday, October 1, 2025. Proposals received after the specified deadline shall be deemed non-responsive and ineligible for further evaluation.

The Proposal shall consist of three (3) separate Volumes: Technical, Past Performance and Price.

### 3.1 VOLUME 1 – TECHNICAL PROPOSAL

Respondents shall submit a detailed Technical Proposal following the order and format as provided beginning in Section 3.1.1 below. The District seeks brief, concise, and accurate responses. Omissions and/or ambiguous or superfluous statements will be rated unfavorably.

Each responding firm shall demonstrate its understanding of the technical requirements and detailed scope of services. The Respondent shall describe, <u>in detail</u>, its approach for managing <u>all</u> aspects of this requirement including planning, staffing, and its specific approach for conducting all aspects of the audit, including a detailed timeline for completion of the annual audit services.

### 3.1.1 COVER LETTER

The Cover Letter **must identify a primary contact** with the authority to ensure the assignment of resources that will meet the needs of the District should the firm be ultimately selected for this responsibility. The cover letter must include a top-level summary that identifies each section of the Technical Proposal, and acknowledge the Respondent's understanding of Part II; Scope of Services.

The cover letter shall also list any exceptions the Respondent has to the requirements or terms in this RFP, including all its appendices and addenda. If the Respondent has no exceptions, the Respondent shall so state in the cover letter.

If no exceptions are identified in the cover letter, Respondent understands and therefore agrees that if the District accepts the Respondent's proposal, the Respondent must comply with and conform to all the requirements specified in this RFP.

The District plans to execute an Independent Consultant Agreement (ICA), a template of which is provided as Appendix G to this RFP. If, however, the Respondent requires its own Master Agreement for Audit Services, it must be stated so in the cover letter and Respondent must provide a template of the Master Agreement for Audit Services, in Word format, with the Proposal submittal. In this case, the Respondent must also confirm that the District's required contractual terms, and all other required contents of this RFP shall be incorporated within the Respondent's Master Agreement.

A principal of the company or other person fully authorized to act on behalf of the company must sign the cover letter.

### 3.1.2 MANAGEMENT APPROACH

- a. The Respondent's "Management Approach" must clearly demonstrate an indepth understanding of the District's Audit Services requirements. Respondent must describe, in narrative or outline form, its approach for managing all aspects of this request including planning, staffing, and process for how the audit will be conducted, including a detailed timeline for the overall audit work through filing. In addition, the method by which information will be shared between the District and auditors; for example, the use of an internal portal, on-site review, or hybrid approach to the audit process. A list of staffing personnel to be involved with this engagement, including the assigned principal in charge must be presented in resume form and must include detailed information on the following:
  - Name, current job title, responsibilities and type of work performed for firm;
  - Educational background, certifications, licensing and professional affiliations:
  - Summary of experience and role with accounts similar in size, scope, and magnitude to the District. Experience that precedes employment with your firm if applicable to this engagement may be included.
  - Organizational style chart by title of the Audit Services team assigned to the District's account

### 3.1.3 COMPANY INFORMATION

- **a.** Name and address of firm, office from which the account will be services, and parent company, if any;
- **b.** Identification of the legal form of the company; i.e. sole proprietor, partnership, corporation, etc. If the company is a corporation, the cover letter shall identify the state in which the firm was incorporated;
- **c.** Nature of firm's principal business;
- **d.** History of the firm including the date firm was established, include prior firm names, if any, and landmark dates in the growth of the firm;
- **e.** Size of the firm and size of the office from which the account will be serviced, to include total number of full and part-time staff members employed;
- **f.** Name, address, and telephone number of contact person to receive notification and to reply to District inquiries;

**g.** Disclosure of current Audit/Consultant services with MDC member municipalities, if any.

### 3.1.4 FINANCIAL INFORMATION

Responding firms shall provide evidence of financial conditions of the firm adequate to demonstrate financial stability. Failure to successfully demonstrate financial stability will result in the firm being deemed non-responsive and ineligible for award.

The District will treat any financial information submitted as confidential, to the extent allowed under Connecticut law, provided each page of any such financial information is clearly stamped "Confidential."

Respondent must provide the information, specified below, for its business entity:

- List of any bankruptcy filings within the past ten (10) years;
- Detailed information on any contract engagements within the past five (5) years that
  have been terminated, cancelled or suspended prior to completion of or the expiration of
  the full term as well as disclose any judgement(s) thereon;
- Detailed information on any pending lawsuits or unresolved claims and/or disputes for damages or termination, cancellation or suspension of any contracted engagements, if any within the past five (5) years;
- Detailed information if Respondent is restricted from doing business with any government agencies. The District will evaluate any affirmative statements or restrictions with respect to this engagement.

### 3.1.5 ADDITIONAL REQUIRED FORMS AND DOCUMENTS

Respondent must also complete (as required) and submit the following as part of its Technical Proposal:

- a. Acknowledgement of Receipt of Addenda, attached as Appendix A;
- b. Fair Employment Practices Qualification Form, attached as Appendix B:
- c. Affidavit of Non-Collusion, attached as Appendix C;
- d. Non-Discrimination Certification, attached as Appendix D;
- e. Certificate of Corporate Authority, attached as Appendix E.

### 3.2 **VOLUME 2 – PAST PERFORMANCE**

Past Performance addresses how well a Respondent has performed similar work in the recent past. For at least three (3) clients, Respondent must provide a list of any public utilities, State and/or municipal engagements in which Respondent is currently or has been engaged within the last five (5) years, that demonstrate this area of expertise in audits of similar size, scope,

and magnitude to the District's requirements. Respondent must specify the following for each engagement:

- a. Organization name;
- **b.** Location of account;
- **c.** Client name, title and contact information (telephone number and/or email address) of the primary contact for the engagement;
- **d.** General size, scope and methodology of the audit engagement;
- **e.** In addition to the three (3) Clients, please provide the above information for District member towns serviced within the last five years.
- **f.** List of any additional public/private audit experience deemed applicable and relevant to the scope of services required by the District.

### 3.3 **VOLUME 3 – PRICE PROPOSAL**

Respondent **must** submit a <u>fully completed</u> Appendix H, Volume 3 – Price Proposal Form. This price proposal is provided electronically in an excel workbook with Tabs for each of three (3) audit years of the Base Contract (Audit Years 2025, 2026, and 2027) as well as for each of the two (2) one-year option years (Audit Years 2028 and 2029.)

In order for the Price Proposal to be evaluated, Respondent must complete each section of each Tab of the Price Proposal Form. There are formulas in place to calculate total fees for each year, the base contract term, and both option years. Should rates, and/or corresponding fixed prices not be completed on any one year or multiple years, or if marked "TBD" the Respondent's Volume 3 – Price Proposal shall be deemed non-responsive.

The following explanation is provided to define price proposal components as presented in Appendix H:

- (1) Federal Single Audit for each audit year, this section of the price proposal is for audit work related to the Federal Single Audit requirements only. The Respondent shall provide all labor classifications, fully loaded labor rate per classification, proposed number of hours, and corresponding proposed total fee per classification. These fully loaded labor rates and proposed level of effort will calculate the total fixed price for each audit year for that task.
- (2) General Audit/Deliverables for each audit year, this section of the price proposal is for audit work related to all other general annual audit requirements, including GASB assistance. GASB assistance is defined as assistance with the implementation of any future GASB pronouncements in their applicable years. The Respondent shall provide

- all labor classifications, fully loaded labor rate per classification, proposed number of hours, and corresponding proposed total fee per classification. These fully loaded labor rates and proposed level of effort will calculate the total fixed price for each audit year for that task.
- (3) Fixed Fee Services for each audit year, this section of the price proposal is for those services that may be required by the auditor as an annual fixed fee, like the provision of an Annual Comfort Letter, or a Technology Fee as part of the audit services. For purposes of the Price Proposal submission, the Respondent is required to submit its fixed price service fees for the Comfort Letter, Technology or "other" fixed fee service not already included in the Level of Effort in the other two sections (A and B above.) If the Respondent does not plan to charge for the annual comfort letter or an annual technology fee, the Respondent may propose \$0.00 and clarify in narrative format that it does not charge for those services. If there are "other" fixed fees associated with its price proposal, the Respondent must fill in the type of fee and fixed price in this section in all audit year tabs, including both option years. Additional fixed fee line items, if proposed, may be added.

All Respondents are advised that the total calculated fees for each audit year, including option years, will be totaled for the overall evaluated fixed price. Therefore, the successful Respondent will not be allowed to bill any additional services or fees above and beyond the fixed annual pricing proposed in its Volume 3 – Price Proposal during the contract term.

RESPONDENT'S VOLUME 3 – PRICE PROPOSAL MUST BE SUBMITTED IN A SEALED ENVELOPE SEPARATE FROM THE TECHNICAL AND PAST PERFORMACE VOLUMES OF THE SUBMITTAL. FAILURE TO ADHERE TO THIS REQUIREMENT MAY RESULT IN A RESPONDENT'S DISQUALIFICATION.

### PART IV EVALUATION CRITERIA AND SELECTION PROCESS

### 4.1 BASIS FOR CONTRACT AWARD

In accordance with the provisions of the District General Ordinance Section G8e entitled "Best Value Selection," the District intends to award a contract resulting from this solicitation to the responsible Respondent whose offer conforming to the solicitation will be most advantageous to the District, price and other factors considered. The following three (3) factors shall be used to evaluate offers:

FACTOR 1 – TECHNICAL PROPOSAL FACTOR 2 – PAST PERFORMANCE FACTOR 3 – PRICE

### 4.2 EVALUATION OF PROPOSALS

<u>Enforceability of Proposal</u>: The Proposal must set forth full, accurate, and complete information as required by this RFP. The District will rely on such information in the award of a contract. By submitting a Proposal, the Respondent agrees that all items proposed (if applicable, e.g., key personnel, approach, methodology, plans, etc.) will be utilized for the duration of the Agreement and any substitutions will require prior District approval.

The Respondent shall be held responsible for the validity of all information supplied in its Proposal. If subsequent investigation discloses that the facts and conditions were not as stated, the Proposal will be rejected and not further evaluated.

Relative Order of Importance of the Factors:

- (a) The Technical Factor is more important than the Past Performance Factor.
- (b) The Past Performance Factor is more important than the Price Factor.
- (c) Both the Technical and Past Performance Factors, when combined, are significantly more important than the Price Factor.
- (d) The Price Factor is the least important Factor, and therefore, award may not be made to the lowest priced Respondent. However, if the non-price factors are evaluated as comparatively equal between two (2) or more Respondents, price may become a determinative factor.

### 4.3 EVALUATION CRITERIA

Proposals that meet submission requirements will be qualified by a Selection Panel on the following basis:

### FACTOR I - TECHNICAL

- 4.3.1 Management Approach;
- **4.3.2** Respondent's Company Information;

- 4.3.3 Demonstrated Financial Stability and Capability;
- **4.3.4** Satisfactory completion of all required forms identified within this RFP, including review of any exceptions taken to terms in the Cover Letter.

The following adjectival ratings will be used to evaluate Factor 1, Technical:

| Color  | Rating       | Description   |
|--------|--------------|---|
| Blue   | Outstanding  | Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.   |
| Purple | Good         | Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.  |
| Green  | Acceptable   | Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate. |
| Yellow | Marginal     | Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.               |
| Red    | Unacceptable | Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.   |

### FACTOR II - PAST PERFORMANCE

Respondent's current and past performance on services of similar size, scope, and magnitude for the District, State of Connecticut, municipalities, member municipalities of the District, and/or other public utilities or entities.

The following adjectival ratings will be used to evaluate Factor II, Past Performance:

| Rating                       | Definition  |
|------------------------------|---|
| Substantial Confidence       | Based on the Respondents recent/relevant performance record, the      |
|                              | District has a high expectation that the Respondent will successfully |
|                              | perform the required effort.  |
| Satisfactory Confidence      | Based on the Respondents recent/relevant performance record, the      |
|                              | District has a reasonable expectation that the Respondent will        |
|                              | successfully perform the required effort.                             |
| Limited Confidence           | Based on the Respondents recent/relevant performance record, the      |
|                              | District has a low expectation that the Respondent will successfully  |
|                              | perform the required effort.  |
| No Confidence                | Based on the Respondents recent/relevant performance record, the      |
|                              | District has no expectation that the Respondent will be able to       |
|                              | successfully perform the required effort.                             |
| Unknown Confidence (Neutral) | No recent/relevant performance record is available or the             |
|                              | Respondent's performance record is so sparse that no meaningful       |
|                              | confidence assessment rating can be reasonably assigned.              |

### **FACTOR III - PRICE**

Respondent's Volume 3 - Price Proposal shall be evaluated as follows:

- (1) Appendix H must be completed in accordance with the requirements of Section 3.3, "Volume 3 Price Proposal." Any missing information to include labor classifications/titles, rates, or fixed fees for any one audit year, or all audit years will deem the Respondent's Price Proposal Non-Responsive and will not be further evaluated.
- (2) The price proposal will be evaluated as a total fixed price for each audit year, as well as all five (5) potential audit years, including the two option years for a total evaluated fixed price for the engagement.
- (3) Proposed levels of effort and rates will also be compared with other respondent proposals for reasonableness and balance.
- (4) As stated in Section 4.2 of this RFP, "Evaluation of Proposals," the Price Factor is the least important evaluation factor, when compared to the Technical and Past Performance Factors, and therefore, award may not be made to the lowest overall fixed price proposal. However, if the non-price factors are evaluated as comparatively equal between two (2) or more Respondents, price may become a determinative factor.

### 4.4 SELECTION AND AWARD PROCESS

The District intends to execute a single-award contract using full and open competition and best-value source selection procedures as authorized in Section G8e of the District's General Ordinances. All submittals received will be evaluated by the District acting through a selection panel. The selection panel will be comprised of individuals appointed by the Chief Executive Officer of the District (the "Selection Panel"). The Selection Panel, at its sole discretion, will be responsible for the evaluation of the Proposals. The Selection Panel may determine that a Proposal is non-responsive and may exclude such Proposal from further consideration.

The evaluation may consist of, but shall not be limited to, oral presentations and/or interviews, review of technical and past performance information, requests for clarification(s) and confirmation of other material provided in the Proposal. Each respondent should be prepared to discuss and substantiate any aspect of its Proposal and to present its Project Manager and key members of its support staff. Such presentations and/or interviews do not constitute formal discussions.

The Selection Panel will create an evaluation report of proposals based on the evaluation criteria described in Part IV. The Selection Panel will present its findings and recommendations to the Source Selection Authority (SSA) for the RFP. The SSA for this RFP is the Chief Executive Officer (CEO). The SSA may conduct interviews as well as conduct their own independent due diligence prior to the final selection. Such additional due diligence will be conducted at the SSA's sole and absolute discretion.

Upon the CEO's determination of the successful respondent, such determination shall be submitted to the District Board, or its designee, for its consideration and award as the appointing authority.

### PART V GENERAL TERMS AND CONDITIONS

The following general terms and conditions shall apply:

### 5.1 DISTRICT'S RIGHT TO REJECT/BINDING NATURE OF PROPOSAL

The District reserves the right to reject any or all submissions, to waive informalities in the process and to accept or reject any item or combination of items. In addition, the District reserves the right to withdraw and/or cancel this RFP at any time prior to contract award, such determination to be made by the District in its sole discretion, and, prior to the response deadline, to change any portions or requirements of this RFP, provided notice of the same shall be given to all persons or entities receiving this RFP. All submittals shall be complete in all material respects and failure to provide a complete submittal may result in rejection of the response. Each Proposer assumes all charges, costs, claims or liability for the preparation and submission of their proposal. The District is under no obligation to pay or reimburse any Proposer except pursuant to a written contract expressly providing for the same.

### 5.2 ACCURATE INFORMATION, ACCOUNTING SYSTEM, AND AUDIT

Each Respondent certifies that all information the Respondent will provide to the District is true and correct and can be relied upon by the District in awarding, modifying, making payments, or taking any other action with respect to this RFP or the Agreement. Any false or misleading information is grounds for the District to terminate an award to the Respondent or any written agreement entered into with Respondent, and such termination shall relieve the District of any direct, consequential or other damages or costs incurred by Respondent. The Respondent certifies that its accounting system conforms to generally accepted accounting principles and is sufficient to comply with the Respondent's budgetary and financial obligations and to produce reliable financial information. The District may examine the Respondent's records to determine and verify compliance with this RFP and/or the Agreement. The successful Respondent must grant the District access to these records at all reasonable times during the Agreement term plus three (3) years. If federal, state or District funds support the Agreement, the appropriate federal, state or District authorities may also examine these records and retention of such records by the successful Respondent shall be in accordance with applicable regulations.

### 5.3 ERRORS IN PROPOSALS

Respondents shall thoroughly examine and be familiar with the proposed Scope of Services for this engagement and the terms of this RFP. The failure or omission of any Respondent to receive, examine, or understand all relevant documents shall in no way relieve any Respondent of any obligation(s) with respect to this request or the Agreement. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

#### **5.4 CONFIDENTIALITY**

The District agrees, to the extent permitted by applicable laws and regulations, to hold all material information belonging to the Respondent, which it deems to be confidential, in strictest confidence. Respondent must specify in writing, delivered to the District, the precise information or material contained in its response to this RFP which the Respondent deems to be either a trade secret or other confidential material and the basis therefor.

The successful Respondent agrees to hold all material and information belonging to the District or the District's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations under the Agreement, and to release it on a need to know basis only to employees or agents of such Respondent requiring such information in order to perform any tasks or assignments pursuant to the Scope of Services set forth in Part II hereof.

#### 5.5 DEBRIEFING

After award, unsuccessful Respondents may submit a written request for a debriefing to the District Clerk. Written requests for debriefing will be accepted at the location indicated for receipt of Proposals.

### **5.6 AWARD PROTEST**

Any protest of an award made pursuant to this RFP shall be in writing to the District Counsel. The provisions of the Connecticut General Statutes and State Procurement Regulations relating to state procurement processes do not apply to municipalities, and therefore, with the exception of those provisions regarding small and minority business enterprises and under which the District is deemed a state agency, do not apply to the District.

### PART VI APPENDICES

# APPENDIX A ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA



### **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

All addenda to the solicitation that is issued by The Metropolitan District (MDC) shall be incorporated and made a part of any Agreement entered into by and between the MDC and the successful respondent.

Where addenda are issued prior to the solicitation due date, all such addenda shall be attached and submitted with the proposal as confirmation and acknowledgment of receipt.

Failure to submit addenda acknowledgment and confirmation along with the proposal may cause the proposal to be considered non-responsive and thereby rejected.

The MDC assumes no responsibility nor shall it or its representatives be held liable for failure of the respondent to submit addenda as required. The requirement to submit this Acknowledgment of Receipt with the proposal shall in no manner invalidate any and all rights which the MDC may have under the executed agreement and by operation of law.

| Addendum Number                           | Date Received |  |
|---|---------------|--|
| Addendum Number                           | Date Received |  |
| ACKNOWLEDGED AND CERTIFIED:  Company Name | _             |  |
| By:Signature                              |               |  |
| Duly Authorized as Its                    |               |  |
| Title                                     | -             |  |

This Acknowledgment of Receipt must be signed and submitted intact to the MDC with the proposal response. Failure to adhere to this requirement may disqualify a firm from consideration, with such decision to be made by the MDC at its sole and absolute discretion.

### **APPENDIX B**

### **Fair Employment Practices Qualification Form**

### FAIR EMPLOYMENT PRACTICES QUALIFICATION FORM

### FOR VENDORS AND BIDDERS THE METROPOLITAN DISTRICT

Every employer having 10 or more employees must fill out this complete Questionnaire. Firms having fewer than 10 employees are required to fill out Sections A and C only. FAILURE TO COMPLETE AND RETURN THIS FORM MAY BE SUFFICIENT CAUSE FOR REJECTION OF YOUR BIDS OR CANCELLATION OF PURCHASES.

This questionnaire will be evaluated by The Metropolitan District to determine whether or not your firm is to be retained on the District's Bidding and Vendor List.

| SECTION A: All vendors must fill out this  | s section and sign on page 2.   |  |
|--|---|--|
| Name of Firm:  | Number of Employees:  |  |
| Address:   | Telephone Number:   |  |
| Spokesperson for Firm:   | Title:  |  |
| Nature of Business:  |   |  |
| SECTION B: This section must be filled ou  | ut by all employers having 10 or more employees.  |  |
| affirmative action employment practices I<br>are:  A This is now the practice of the |   |  |
| B The Company will adopt this af   | firmative action.   |  |
| C The Company cannot or will no<br>(If 'C' is circled, reason must be                | •   |  |
|  | willingness to participate in affirmative action<br>by The Metropolitan District and this evaluation<br>on. |  |
| 1. The Company will adopt a policy of creed, mental or physical disability, ag       | non-discrimination on the basis of race, color, ge, sex, national origin or ancestry.                       |  |
|  | A B C Reason:   |  |
| 2. The Company's non-discriminatory po   | olicies are in writing and will be communicated to  |  |
| All employees:   | A B C Reason  |  |

Address:

Signature of Officer: \_\_\_\_\_\_
Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

# APPENDIX C AFFIDAVIT OF NON-COLLUSION AND INDEPENDENT PRICE DETERMINATION

### AFFIDAVIT OF NON-COLLUSION AND INDEPENDENT PRICE DETERMINATION

|  | ss. at             |  |
|--|--------------------|--|
| COUNTY OF  |                    |  |
| This Affidavit is made to the Metropoli<br>undersigned ("Bidder") in connection with The<br>response to MDC's competitive bid solicitation | ,                  |  |
|  | hereby deposes and |  |
| says:  |                    |  |

- 1. THAT all representations made by Bidder and contained in the Bid are true, accurate and complete;
- 2. THAT neither Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has (i) in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit, or to refrain from submitting, a competing bid in connection with this bid submission, or (ii) in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other bidder, firm or person to fix the price or prices in the Bid or any bid of any other bidder or to fix any overhead, profit or cost element of said Bid or another bid or bidder, or (iii) sought in any way to secure through collusion, conspiracy, connivance, or agreement any advantage against MDC or any person interested in the proposed Contract;
- 3. THAT the Bid has been determined independently by Bidder, its team members or representatives, without consultation, communication or agreement for the purpose of restricting competition, and is not tainted by any collusion or conspiracy by any parties in interest, including Bidder;
- 4. THAT the Bid has not been disclosed by Bidder to any other bidder, potential bidder and will not be disclosed by Bidder, prior to bid opening, directly or indirectly to any other Bidder or potential bidder;
- 5. THAT no person acting for or employed by the MDC is now or will hereafter be directly or indirectly interested therein or in any portion of the profits thereof

in any manner which is contrary to law or is unethical. And that no person acting for or employed by the MDC is now or will hereafter benefit financially directly or indirectly from bidder's award of the proposed Contract or participation in the bidding process;

6. THAT bidder has submitted only the Bid and has not directly or indirectly used a related company, agent, employee, officer, partner, representative or nominee to submit any other bid;

The undersigned, who is responsible for determining the prices being offered in the Bid, has read the foregoing and the same is true and correct to the best of his or her knowledge, information and belief;

| IN WITNESS WHEREOF, the undersigned ha       | s executed this Affidavit as of this |  |  |  |  |
|--|--------------------------------------|--|--|--|--|
| day of                                       | , 20                                 |  |  |  |  |
| BIDDER:                                      |                                      |  |  |  |  |
| Printed Name of Bidder                       |                                      |  |  |  |  |
| By:<br>Signature of Bidder                   |                                      |  |  |  |  |
| Print Name and Title of Authorized Signatory |                                      |  |  |  |  |
| Subscribed and sworn to before me,           |                                      |  |  |  |  |
| The undersigned, this day of                 |                                      |  |  |  |  |
| , 20   |                                      |  |  |  |  |
| Commissioner of the Superior Court           |                                      |  |  |  |  |
| Notary Public                                |                                      |  |  |  |  |
| My Commission Expires:                       |                                      |  |  |  |  |

### **Notice Concerning Legal Action**

Any person who knowingly makes a false statement of otherwise executes a document he/she knows to be false, with the intent to mislead a municipality is in violation of Connecticut General Statute 53a-157b, Making a False Statement, and shall be subject to penalty.

# APPENDIX D NONDISCRIMINATION CERTIFICATION



### NONDISCRIMINATION CERTIFICATION Affidavit by Entity

Contracts Valued at \$50,000 or More

Documentation in the form of an *affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member or other corporate officer duly authorized to adopt corporate, company, or partnership policy* that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

### **INSTRUCTIONS:**

Notary Public

For use by an entity (i.e., corporation, limited liability company, or partnership) entering into any contract with The Metropolitan District (MDC) valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Notary Public and submit to MDC prior to contract execution.

### AFFIDAVIT: I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am \_\_\_\_\_ Signatory's Title Name of Entity an entity duly formed an existing under the laws of \_\_\_\_\_ Name of State or Commonwealth I certify that I am authorized to execute and deliver this affidavit on behalf of \_\_\_\_\_ Name of Entity Name of Entity has a policy in place that complies with the nondiscrimination agreements and warranties of the Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended. Authorized Signatory Printed Name Sworn and subscribed to before me on this \_\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

**Commission Expiration Date** 

# APPENDIX E CERTIFICATE OF CORPORATE AUTHORITY

### CERTIFICATE AS TO CORPORATE BIDDER

|                  | ,, certify that I am  |
|------------------|---|
|                  | ,, certify that I am<br>(Name)  |
| The <sub>-</sub> | of the Title)   |
| Corp             | ation/Partnership/Limited Liability Company which executed the above Bid;   |
| that _           | who   |
|                  | said Bid Form on behalf of said Corporation/Partnership/Limited Liability ny was then(Title)  |
| said             | corporation/Partnership/Limited Liability Company signing for and on behalf of rporation/Partnership/Limited Liability Company by authority of its governing and was acting within the scope of its corporate powers. |
|                  | By:   |
| (Corp            | ate Seal)   |
|                  | Secretary   |

# APPENDIX F CERTIFICATION OF INSURANCE FORM

| CEF              | RTIFICATE OF INSURANCE   | -THE ME                    | ETRO         | OPOLITAI                                   | N DISTRIC                     | TFORM   | UE DA       | ATE (MM/DD/YY)  |  |
|------------------|--|----------------------------|--------------|--|-------------------------------|---|-------------|-----------------|--|
| INSUF            | RED  |                            | ISSU         | ED, SUBJECT CERTIFICATE                    | TO APPLICABLE                 | POLICIES LISTEI<br>TERMS, CONDITI<br>END, EXTEND OR<br>CATED BELOW. | ONS A       | ND EXCLUSIONS.  |  |
|                  |  |                            |              | COMP                                       | ANIES AF                      | FORDING CO  | VER         | RAGE            |  |
| PROD             | DUCER  |                            |              | IPANY                                      |                               |   |             |                 |  |
|                  |  |                            | COM          | TER <b>A</b> IPANY                         |                               |   |             |                 |  |
|                  |  |                            | LETT         |  |                               |   |             |                 |  |
|                  |  |                            |              | COMPANY<br>LETTER <b>C</b>                 |                               |   |             |                 |  |
| BODII<br>\$1,000 | IMUM INSURANCE REQUIRE LY INJURY AND PROPERTY DAMAGE 0,000 EACH OCCURRENCE 0,000 AGGREGATE | EMENTS                     | HIGH<br>INSU | HER OR LOW                                 | ER LIMITS AN<br>RAGES. SEE PR | TRACTS OR AGRE<br>ND/OR REQUIRE<br>ROJECT, CONTRAC                  | <b>SPEC</b> | IFIC ADDITIONAL |  |
| CO               | /ERAGES  |                            |              |  |                               |   |             |                 |  |
| CO<br>LTR        | TYPE OF INSURANCE  | POLICY NUM                 | 1BER         | EFF. DATE<br>(MM/DD/YY)                    | EXP. DATE<br>(MM/DD/YY)       | ALL LIMITS IN TH  | OUSA        | NDS             |  |
|                  | GENERAL LIABILITY  |                            |              |  |                               | EACH OCCURRE  | NCE         | \$              |  |
|                  | COMMERCIAL GENERAL LIABILITY   |                            |              |  |                               | GENERAL<br>AGGREGATE  |             | \$              |  |
|                  | CLAIMS MADE OCCUR PER PROJECT AGG. LIMIT END.  |                            |              |  |                               | PRODUCTS<br>COMP/OPS<br>AGGREGATE                                   |             | \$              |  |
|                  | BLANKET CONTRACTUAL  |                            |              |  |                               | SELF-INSURED<br>RETENTION   |             | \$              |  |
|                  | THE METROPOLITAN DISTRICT AND THE STATE OF CONN. ADDED AS ADDITIONAL INSURED               |                            |              |  |                               |   | _           |                 |  |
|                  | AUTOMOBILE LIABILITY   |                            |              |  |                               | COMBINED<br>SINGLE LIMIT  | \$          |                 |  |
|                  | ANY AUTO ALL OWNED AUTOS   |                            |              |  |                               | BODILY INJURY   | \$          |                 |  |
|                  | SCHEDULED AUTOS  |                            |              |  |                               | (Per Person)  BODILY INJURY   | \$          |                 |  |
|                  |  |                            |              |  |                               | (Per Accident)  | ļ <u>.</u>  |                 |  |
|                  | HIRED AUTOS  |                            |              |  |                               | PROPERTY<br>DAMAGE  | \$          |                 |  |
|                  | NON-OWNED AUTOS  |                            |              |  |                               | SELF-INSURED<br>RETENTION   | \$          |                 |  |
|                  | EXCESS/UMBRELLA LIABILITY  |                            |              |  |                               | EACH OCCURR.<br>\$  | A(<br>\$    | GGREGATE        |  |
|                  | WORKERS' COMPENSATION<br>AND<br>EMPLOYERS' LIABILITY                                       |                            |              |  |                               | STATUTORY   |             |                 |  |
|                  |  |                            |              |  |                               | \$ (EAC   | H ACC       | IDENT)          |  |
|                  |  |                            |              |  |                               | \$ (DISE  | ASE-F       | POLICY LIMIT)   |  |
|                  |  |                            |              |  |                               | \$ (DISE  | ASE-E       | ACH EMPLOYEE)   |  |
|                  | PROTECTIVE LIABILITY   |                            |              |  |                               | BODILY INJURY 8   | PROF        | PERTY DAMAGE    |  |
|                  | (IN THE NAME OF THE METROPOLITAN DISTRICT) POLICY MUST BE SUBMITTED.                       |                            |              |  |                               | EACH OCCURRE  | NCE:        |                 |  |
|                  |  |                            |              |  | AGGREGATE:                    |   |             |                 |  |
|                  | OTHER  |                            |              |  |                               |   |             |                 |  |
| DESC             | CRIPTION OF OPERATIONS   |                            |              |  |                               |   |             |                 |  |
| THE I<br>555 M   | METROPOLITAN DISTRICT POLICIES IAIN STREET ALL EARN FORD, CT 06103 BILLED TO               | SHALL BE MA<br>NED PREMIUM | ILED CHAR    | TO THE METRO<br>GES FOR THE<br>PERSON OR F | POLITAN DISTI<br>PROTECTIVE I | OR RESTRICTIVE<br>RICT, AND IT IS FU<br>LIABILITY AND OTH           | JRTHE       | R AGREED THAT   |  |

# APPENDIX G INDEPENDENT CONTRACTOR AGREEMENT

## INDEPENDENT CONTRACTOR AGREEMENT

| (hereinafter the "Independent Consultant")   |
|--|
| , with a principal place of business at  |
| Hartford, Connecticut 06103 (hereinafter the "District") and   |
| its territorial limits in the County of Hartford and State of Connecticut, located at 555 Main Street, |
| (the "Effective Date") by and between The Metropolitan District, a municipal corporation having        |
| This Independent Contractor Agreement (hereinafter "Agreement") is made as of                          |

#### Recitals

WHEREAS, the Independent Consultant is engaged in providing Audit Services, and represents that it has complied with all federal, state, and local laws regarding licenses, reporting requirements, tax withholding requirements, and any other legal requirements of any kind that may be required to carry out said Scope of Work (as hereinafter defined) which is to be performed as an independent contractor pursuant to this Agreement; and

WHEREAS, the Independent Consultant is or remains open to conducting similar tasks or activities for entities other than the District, and holds itself out to the public to be a separate business entity; and

WHEREAS, the District desires to engage and contract for the services of the Independent Consultant to perform certain tasks as detailed in the Agreement, and

WHEREAS, the Independent Consultant desires to enter into this Agreement and perform as an independent consultant for the District and is willing to do so on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the District and the Independent Consultant hereby agree as follows:

## Status of Independent Consultant

- 1. This Agreement does not constitute a hiring by either party. It is the District's and the Independent Consultant's intention that the Independent Consultant shall have an independent contractor status and not be an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation code relating to the income tax withholding at the source of income, the Workers' Compensation Insurance Code, and other benefit payments and third party liability claims.
- 2. Independent Consultant shall retain sole and absolute discretion in the manner and the means of carrying out its activities and responsibilities under this Agreement.

3. This Agreement shall not be considered or construed to be an agency, partnership, franchise, joint venture, or employer-employee relationship, and the District shall not be liable for any obligations incurred by the Independent Consultant unless specifically authorized in writing. The Independent Consultant shall not act as an agent of the District, ostensibly or otherwise, nor bind the District in any manner, unless specifically authorized to do so in writing.

## Tasks, Duties, and Scope of Work

- Independent Consultant shall perform, and agrees to devote as much time, attention, and energy as necessary to complete, the "Scope of Work" set forth in <u>Schedule A</u> attached hereto and made a part hereof.
- 2. Independent Consultant shall be responsible to the management and directors of the District, but the Independent Consultant will not be required to follow or establish a regular or daily work schedule.
- 3. Independent Consultant shall supply all necessary equipment, materials, and supplies. Independent Consultant will not rely on the equipment or offices of the District for completion of the tasks and duties set forth in this Agreement.
- 4. Independent Consultant shall not be entitled to engage in any activities on behalf of the District which are not expressly set forth in this Agreement.
- 5. The Independent Consultant shall comply with all of the District's standards and procedures when working on-site at the District's facilities, including without limitation, standards relating to security.

## Term of Agreement

The term of this Agreement shall commence on the Effective Date and continue for an initial period of three (3) years (consisting of a total of 36-months), subject to the options of the District to extend such term for two (2) additional one (1) year periods (consisting of 12-months total, each), such options exercisable in the District's sole and absolute discretion, and subject to annual District budget approval.

Each such option period shall be exercised by the District in its sole and absolute discretion, with preliminary written notice of its intent to exercise the option at least 30 days prior to contract expiration. The total duration of the contract, including the exercise of any options under this clause, or the "Option to Extend Services", shall not exceed five (5) years, six (6) months.

## Option to Extend Services

The District may require continued performance of any services within the limits and at the fees specified in the Agreement, and accordingly, reserves the right to unilaterally extend the term of the Agreement beyond the term of the Agreement or any subsequent option year contract term extension. This option provision may be exercised more than once, but the total extension of such term hereunder shall not exceed six (6) months. The District may unilaterally exercise this option by written notice to Independent

Consultant within fifteen (15) calendar days prior to the expiration of such term or the extended term, depending on the circumstances.

## Compensation

- The aggregate amount of compensation payable to the Independent Consultant for performing the Scope of Work in accordance with this Agreement (inclusive of all expenses and costs incurred by or on behalf of Independent Consultant in performing such Scope of Work) shall be predicated upon and payable pursuant to the not-toexceed rates and fees set forth on <u>Schedule B</u> attached hereto and made a part hereof.
- 2. Payments shall be preceded by an invoice, to be submitted periodically by the Independent Consultant, which the District shall then pay in ordinary course, but not more than thirty (30) days after District's receipt of such invoice, provided the Services for which payment has been so invoiced have been performed by or on behalf of Independent Consultant in accordance with the terms and conditions of this Agreement.

## Notice Concerning Withholding of Taxes

Independent Consultant recognizes and understands it will receive an IRS 1099 statement and related tax statements, and will be required to file appropriate tax returns and pay taxes in accordance with all applicable federal and state law. Independent Consultant shall indemnify the District for any damages or expenses, including attorney's fees, and other legal expenses, incurred by the District as a result of Independent Consultant's failure to make such required payments.

## Agreement to Waive Any Claim to Benefits

Independent Consultant hereby recognizes and acknowledges that, as an independent contractor, it is not entitled to any benefits provided by the District to District employees, including, but not limited to, health benefits, sick leave, vacation leave, earned time, and participation in pension and deferred compensation plans; and to the extent Independent Consultant has any rights or claims to such benefits, Independent Consultant hereby waives such rights and claims. This waiver is effective for the duration of the Agreement, and is effective independent of Independent Consultant's employment status as adjudged for taxation purposes or any other purpose.

## **District Prerogatives**

The District reserves the following prerogatives:

- To restrict and amend the Scope of Work and services, or any part thereof, to be performed and provided under this Agreement, as deemed appropriate by the District.
- 2. To amend the Agreement to allow for certain tasks and general scope modifications and inclusions.
- 3. To terminate the Agreement for default by the Independent Consultant or for the

convenience of the District and, where appropriate, to suspend the performance of work under this Agreement. The District may exercise such termination rights by providing written notice, in accordance with the terms herein, fifteen (15) days prior to the effective date of termination.

- 4. In the event of termination, final payment to the Independent Consultant shall be based on fees earned as of the date of termination, plus charges that are reasonably incurred by the Independent Consultant in connection with any such termination; however, Independent Consultant shall not be entitled to receive and the District shall not be obligated to tender to the Independent Consultant any payments for anticipated or lost profits.
- 5. To resolve any disputed matters arising under this Agreement through adjudications, administrative remedies or arbitration, to be determined by the District.
- 6. All data, information, reports, and documents generated during the course of the work to be completed under this Agreement will be made available to the District upon request.

## Report of Work/Meetings

The Independent Consultant shall work closely with District staff while performing the work. The Independent Consultant shall make frequent oral progress reports to District staff and shall meet as needed with District staff at District facilities.

## Nondisclosure of Proprietary Information

- 1. Independent Consultant agrees not to disclose or communicate, in any manner, either during or after this Agreement with the District, proprietary information about District, its operations or any information that relates to the business of the District, including, but not limited to, the names of customers, strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list, or other form of proprietary information of the District. Independent Consultant acknowledges that the above information is material and confidential, and Independent Consultant acknowledges that any breach of this provision, or that of any other Confidentiality and Nondisclosure Agreement between the District and Independent Consultant, is a material breach of this Agreement. To the extent that Independent Consultant believes it needs to disclose confidential information, it may do so only after obtaining written authorization from the District Counsel of the District. Prior authorization is not required if disclosure is required by law (e.g. subpoena or an order issued by a court or administrative agency of competent jurisdiction). In such cases, the Independent Consultant shall notify District Counsel, and provide District Counsel with copies of the information required to be disclosed.
- 2. The District agrees, to the extent permitted by applicable laws and regulations, to hold all material information belonging to Independent Consultant, which Independent Consultant deems to be confidential, in strictest confidence, provided Independent Consultant specifies in writing, delivered to the District, the precise information or material contained

in its submittals to the District that Independent Consultant deems to be either a trade secret or other confidential material and the basis for that characterization.

## Works for Hire

Independent Consultant agrees that the Scope of Work, all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement are considered "works for hire" and that the results of said work are, by virtue of this Agreement, assigned to the District and shall be the sole property of the District for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws.

## Legal Compliance

- 1. Independent Consultant is required to comply with all laws, ethical codes and company policies, procedures, rules or regulations, including those forbidding sexual harassment, discrimination, and unfair business practices.
- Independent Consultant shall maintain in good standing all the necessary licenses and certifications as required by the Connecticut General Statutes and regulations governing the services required by this Agreement, if applicable.

### Insurance

- 1. During the term of this Agreement, Independent Consultant shall maintain a professional liability insurance policy in a form acceptable to the District in an amount that will allow Independent Consultant to insure against damages and costs resulting from negligent acts, errors, and omissions in the work performed by it on and after the Effective Date, and under the terms of this Agreement. Independent Consultant may, at its election, obtain a policy containing a deductible clause, but if so, it shall be liable to the extent of the deductible amount.
- 2. Simultaneously with Independent Consultant's execution of this Agreement and delivery of the same to the District, Independent Consultant shall furnish to the District a certificate of insurance for the policies of insurance required below. Failure to do so shall entitle the District to terminate this Agreement. Such certificate must contain information regarding the policy in force, policy number, limits, and policy period. Independent Consultant shall maintain the insurance coverage required herein in full force and effect during the term of this Agreement and shall promptly notify the District in the event any such coverages are the subject of a material policy change, cancellation or non-renewal notice issued by any of the Independent Consultant's insurance carrier(s). If any such insurance coverage is cancelled for non-payment of the premium, the District shall have the right to pay any such premium and deduct the amount thereof from amounts due to Independent Consultant under this Agreement.

Independent Consultant shall furnish the following types and amounts of insurance coverage at its sole cost and expense for the duration of this Agreement including any and all extensions or renewals thereof:

- a. Professional Liability Insurance not less than One Million and 00/100 (\$1,000,000.00) dollars limit.
- b. Commercial General Liability including blanket contractual and products/completed operations coverages. The limits of liability provided shall be no less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Per project aggregate must apply. The Metropolitan District, State of Connecticut and the MDC member towns and their respective officers, agents, servants and employees are to be named as additional insureds on the Commercial General Liability Policy.
- c. Automobile Liability with limits of no less than \$1,000,000 combined single limit, including coverage for owned, non-owned, hired and/or borrowed vehicles.
- d. Worker's Compensation as required by Connecticut Law and Employer's Liability with a limit of not less than \$100,000 per occurrence, \$500,000 disease policy limit, and \$100,000 disease each employee.
- e. The District may require proof of financial responsibility and/or other securities if any insurance policy indicates self-insured retention below the minimum level of insurance required by the Agreement.
- f. Acceptance by the District of certificates indicating the limits of coverage under any policy or policies shall not limit the liability of Independent Consultant.
- g. Umbrella Liability in excess of Employer's Liability, Commercial General Liability and Automobile Liability with a limit of not less than \$5,000,000 each occurrence, \$5,000,000 aggregate.
- h. Comprehensive Crime Coverage with limits of not less than \$1,000,000 for Employee Dishonest, Forgery and Alteration.

## Indemnification

Independent Consultant shall at all times indemnify, defend and save harmless the District, any municipality included therein, the State of Connecticut, and their respective officers, agents, servants and employees (collectively the "Indemnitees") on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injury (including death), sustained by or alleged to have been sustained by any of the Indemnitees, or Independent Consultant or any of its officers, agents, servants, contractors or employees, or anyone directly or indirectly employed by Independent Consultant or any of them, and from injuries (including death) sustained by or alleged to have been sustained by the public, or by any other person or property, real or personal (including property of the District), to the extent caused by the

negligent, willful or wanton acts or omissions of the Independent Consultant or any of its officers, agents, servants, contractors or employees, or anyone directly or indirectly employed by Independent Consultant or any of them. For purposes of this paragraph, Independent Consultant shall be obligated to indemnify District if District provides documentation to Independent Consultant evidencing that District has sustained costs under and pursuant to this paragraph.

## Representation

- Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- 2. Any modification of this Agreement shall be effective only if it is in writing, and is signed and dated by both the District and the Independent Consultant.

### Declaration

The Independent Consultant represents and warrants that:

- 1. No person or persons other than the Independent Consultant has any financial or personal interest in the Independent Consultant's performance hereunder.
- No person acting for or employed by the District is now or will hereafter be directly or indirectly involved on behalf of the Independent Consultant in this Agreement, or in the service and work to which it relates, or in any portion of the profits thereof in any manner.

## Accurate Information, Accounting System and Audit

Independent Consultant certifies that all information it will provide to the District is true and correct and can be relied upon by the District in making payments or taking any other action with respect to the Agreement. Any false or misleading information is grounds for the District to terminate the Agreement and such termination shall relieve the District of any direct or consequential damages or costs incurred by Independent Consultant. Independent Consultant certifies that its accounting system conforms to generally accepted accounting principles and is sufficient to comply with Independent Consultant's budgetary and financial obligations and to produce reliable financial information. The District may examine Independent Consultant's records to determine and verify compliance with this Agreement. Independent Consultant shall grant the District access to these records at all reasonable times during the term of this Agreement plus three (3) years. If Federal, State or District funds support this Agreement, the appropriate Federal, State or District authorities may also examine these records and retention of such records shall be in accordance with applicable regulations.

### **Non-Discrimination**

- 1. Independent Consultant agrees to the following provisions: (1) Independent Consultant agrees and warrants that in the performance of this Agreement Independent Consultant will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including but not limited to blindness, unless it is shown by Independent Consultant that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State; and Independent Consultant further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including but not limited to blindness, unless it is shown by Independent Consultant that such disability prevents performance of the work involved; (2) Independent Consultant agrees, in all solicitations or advertisements for employees placed by or on behalf of Independent Consultant, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (the "Commission"); (3) Independent Consultant agrees to provide each labor union or representative of workers with which Independent Consultant has a collective bargaining agreement or other contract or understanding and each vendor with which Independent Consultant has a contract or understanding, a notice to be provided by the Commission advising the labor union, workers' representative and vendor of Independent Consultant's commitments under C.G.S. §4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) Independent Consultant agrees to comply with each provision of C.G.S. §4a-60, and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § §46a- 56 and 46a-86; and (5) the Independent Consultant agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Independent Consultant as relate to the provisions of C.G.S. §§4a-60 and 46a-56.
  - 2. Independent Consultant agrees to the following provisions: (1) Independent Consultant agrees and warrants that in the performance of this Agreement Independent Consultant will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) Independent Consultant agrees, to provide each labor union or representative of workers with which Independent Consultant has a collective bargaining agreement or other contract or understanding and each vendor with which Independent Consultant has a contract or understanding, a notice to be provided by the Commission advising the labor union, workers' representative and vendor of Independent Consultant's commitments under C.G.S. §4a-60a, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) Independent Consultant agrees to comply with each provision of C.G.S. §4a-60a, and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §46a-56; and (4) the Independent Consultant agrees to provide the Commission with

such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Independent Consultant which relate to the provisions of C.G.S. §4a-60a and 46a-56.

## **Entire Agreement**

This Agreement represents the entire agreement between the District and the Independent Consultant concerning the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the District and the Independent Consultant.

## Severability

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement may be terminated by the District at its sole discretion. If not so terminated, this Agreement, or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such term and provision of this Agreement shall be valid to the fullest extent permitted by law.

## Non-Assignment

The District may freely assign this Agreement, in whole or in part. The Independent Consultant may not, without the prior written consent of the District, assign, subcontract, or delegate its obligations under this Agreement, except that the Independent Consultant may transfer the right only to receive any amounts which may be payable to it for performance under this Agreement, and then only after receipt by the District of written notice of such assignment or transfer.

## Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut applicable to contracts made and fully performed therein, and the state and federal courts located in Connecticut shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with this Agreement. Both parties hereby submit to the jurisdiction of said courts for purposes of any such suit or proceeding, and waive any claim that any such forum is an inconvenient forum.

Whereupon this Agreement is executed by the undersigned parties as of the Effective Date.

| THE METROPOLITAN DISTRICT                 |                        |
|---|------------------------|
|   | (Company Name)         |
| Ву  | Ву                     |
| Kelly Shane, Chief Administrative Officer |                        |
| (Print Name and Title)                    | (Print Name and Title) |
| Attest:                                   |                        |
|   |                        |
| John S. Mirtle, District Clerk            |                        |
|   | (Print Name)           |
| Address for Notices: 555 Main St.         | Address for Notices    |
| Hartford, CT 06103                        |                        |
|   |                        |
|   |                        |
| Approved as to form:                      |                        |

Carl R. Nasto, Senior Assistant District Counsel

# APPENDIX H PRICE

| Federal Single Audit - Audit Year 2025 |            |                |        |  |  |
|--|------------|----------------|--------|--|--|
| Labor Classification Title             | Labor Rate | Proposed Hours | Total  |  |  |
|  |            |                |        |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                |        |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                |        |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                |        |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                |        |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                |        |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                |        |  |  |
| Total Federal Single Audit - Audit     |            |                |        |  |  |
| Year 2025                              |            | 0              | \$0.00 |  |  |

| General Audit/Deliverables - Audit Year 2025 |            |                |        |  |  |
|--|------------|----------------|--------|--|--|
| Labor Classification Title                   | Labor Rate | Proposed Hours | Total  |  |  |
|  |            |                |        |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                | Ψ0.00  |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                | \$0.00 |  |  |
| Total General                                |            |                | Ψ0.00  |  |  |
| Audit/Deliverables - Audit Year              |            |                |        |  |  |
| 2025   |            | 0              | \$0.00 |  |  |

| Fixed Fee Services - Audit Year 2025 |           |  |  |
|--------------------------------------|-----------|--|--|
|                                      | Fixed Fee |  |  |
| Annual Comfort Level                 | \$0.00    |  |  |
| Technology Fee (if Required)         | \$0.00    |  |  |
| Other:                               | \$0.00    |  |  |
| Total Fixed Fee Services - Audit     | Ψ0.00     |  |  |
| Year 2025                            | \$0.00    |  |  |

| Federal Single Audit - Audit Year 2026 |            |                |        |  |  |
|--|------------|----------------|--------|--|--|
| Labor Classification Title             | Labor Rate | Proposed Hours | Total  |  |  |
|  |            |                |        |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                |        |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                | \$0.00 |  |  |
| Total Federal Single Audit - Audit     |            |                |        |  |  |
| Year 2026                              |            | 0              | \$0.00 |  |  |

| Labor Classification Title Labor Data Dranged Hours Total |            |                |        |  |
|---|------------|----------------|--------|--|
| Labor Classification Title                                | Labor Rate | Proposed Hours | Total  |  |
|   |            |                |        |  |
|   |            |                | \$0.00 |  |
|   |            |                |        |  |
|   |            |                | \$0.00 |  |
|   |            |                |        |  |
|   |            |                | \$0.00 |  |
|   |            |                |        |  |
|   |            |                | \$0.00 |  |
|   |            |                |        |  |
|   |            |                | \$0.00 |  |
|   |            |                |        |  |
|   |            |                | \$0.00 |  |
|   |            |                |        |  |
| Total General Audit/Deliverables                          |            |                |        |  |
| - Audit Year 2026   |            | 0              | \$0.00 |  |

| Fixed Fee Services - Audit Year 2026 |           |  |  |
|--------------------------------------|-----------|--|--|
|                                      | Fixed Fee |  |  |
| Annual Comfort Level                 | \$0.00    |  |  |
| Technology Fee (if Required)         | \$0.00    |  |  |
| Other:                               | \$0.00    |  |  |
| Total Fixed Fee Services - Audit     |           |  |  |
| Year 2026                            | \$0.00    |  |  |

| Federal Single Audit - Audit Year 2027          |            |                |        |  |  |
|---|------------|----------------|--------|--|--|
| Labor Classification Title                      | Labor Rate | Proposed Hours | Total  |  |  |
|   |            |                | \$0.00 |  |  |
|   |            |                | \$0.00 |  |  |
|   |            |                | \$0.00 |  |  |
|   |            |                | \$0.00 |  |  |
|   |            |                | \$0.00 |  |  |
|   |            |                | \$0.00 |  |  |
| Total Federal Single Audit - Audit<br>Year 2027 |            | 0              | \$0.00 |  |  |

| General Audit/Deliverables - Audit Year 2027 |                |        |  |  |  |
|--|----------------|--------|--|--|--|
| Labor Rate                                   | Proposed Hours | Total  |  |  |  |
|  |                | \$0.00 |  |  |  |
|  |                | \$0.00 |  |  |  |
|  |                | \$0.00 |  |  |  |
|  |                | \$0.00 |  |  |  |
|  |                | \$0.00 |  |  |  |
|  |                | \$0.00 |  |  |  |
|  |                | \$0.00 |  |  |  |
|  |                |        |  |  |  |

| Fixed Fee Services - Audit Year 2027 |           |  |  |
|--------------------------------------|-----------|--|--|
|                                      |           |  |  |
|                                      | Fixed Fee |  |  |
|                                      |           |  |  |
| Annual Comfort Level                 | \$0.00    |  |  |
|                                      |           |  |  |
| Technology Fee (if Required)         | \$0.00    |  |  |
|                                      |           |  |  |
| Other:                               | \$0.00    |  |  |
|                                      |           |  |  |
| Total Fixed Fee Services - Audit     |           |  |  |
| Year 2027                            | \$0.00    |  |  |

## **TOTAL BASE CONTRACT FEES AUDIT YEARS 2025, 2026, 2027**

|                                       | Total Proposed Hours | Total Fees |
|---------------------------------------|----------------------|------------|
|                                       |                      |            |
|                                       |                      |            |
| Total Federal Single Audit - Audit    |                      |            |
| Year 2025                             | 0                    | \$0.00     |
| Total General Audit/Deliverables -    |                      |            |
| Audit Year 2025                       | 0                    | \$0.00     |
| Total Fixed Fee Services - Audit Year |                      |            |
| 2025                                  |                      | \$0.00     |
|                                       |                      |            |
| Audit Year 2025 Total Hours/Fees      | 0                    | \$0.00     |

|                                       | Total Proposed Hours | Total Fees |
|---------------------------------------|----------------------|------------|
| Total Federal Single Audit - Audit    |                      |            |
| Year 2026                             | 0                    | \$0.00     |
| Total General Audit/Deliverables -    |                      |            |
| Audit Year 2026                       | 0                    | \$0.00     |
| Total Fixed Fee Services - Audit Year |                      |            |
| 2026                                  |                      | \$0.00     |
|                                       |                      |            |
| Audit Year 2026 Total Hours/Fees      | 0                    | \$0.00     |

|                                       | Total Proposed Hours | Total Fees |
|---------------------------------------|----------------------|------------|
| Total Federal Single Audit - Audit    |                      |            |
| Year 2027                             | 0                    | \$0.00     |
| Total General Audit/Deliverables -    |                      |            |
| Audit Year 2027                       | 0                    | \$0.00     |
| Total Fixed Fee Services - Audit Year |                      |            |
| 2027                                  |                      | \$0.00     |
| Audit Year 2027 Total Hours/Fees      | 0                    | \$0.00     |

## OPTION YEAR 1 TAB

| Federal Single Audit - Audit Year 2028 |            |                |        |  |  |
|--|------------|----------------|--------|--|--|
| Labor Classification Title             | Labor Rate | Proposed Hours | Total  |  |  |
|  |            |                | 40.00  |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                |        |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                | \$0.00 |  |  |
| Total Federal Single Audit - Audit     |            |                |        |  |  |
| Year 2028                              |            | 0              | \$0.00 |  |  |

| General Audit/Deliverables - Audit Year 2028 |            |                |        |  |  |
|--|------------|----------------|--------|--|--|
| Labor Classification Title                   | Labor Rate | Proposed Hours | Total  |  |  |
|  |            |                |        |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                | Ψ0.00  |  |  |
|  |            |                | \$0.00 |  |  |
|  |            |                | \$0.00 |  |  |
| Total General                                |            |                |        |  |  |
| Audit/Deliverables - Audit Year 2028         |            | 0              | \$0.00 |  |  |

| Fixed Fee Services - Audit Year 2028 |           |  |
|--------------------------------------|-----------|--|
|                                      |           |  |
|                                      | Fixed Fee |  |
|                                      |           |  |
| Annual Comfort Level                 | \$0.00    |  |
|                                      |           |  |
| Technology Fee (if Required)         | \$0.00    |  |
|                                      |           |  |
| Other:                               | \$0.00    |  |
|                                      |           |  |
| Total Fixed Fee Services - Audit     |           |  |
| Year 2028                            | \$0.00    |  |

## **OPTION YEAR 2 TAB**

| Federal Single Audit - Audit Year 2029  |            |                |        |  |  |
|---|------------|----------------|--------|--|--|
| Labor Classification Title              | Labor Rate | Proposed Hours | Total  |  |  |
|   |            |                |        |  |  |
|   |            |                | \$0.00 |  |  |
|   |            |                | \$0.00 |  |  |
|   |            |                | ψ0.00  |  |  |
|   |            |                | \$0.00 |  |  |
|   |            |                |        |  |  |
|   |            |                | \$0.00 |  |  |
|   |            |                |        |  |  |
|   |            |                | \$0.00 |  |  |
|   |            |                |        |  |  |
|   |            |                | \$0.00 |  |  |
| Total Fodoral Single Audit Audit Voor   |            |                |        |  |  |
| Total Federal Single Audit - Audit Year |            |                | фо оо  |  |  |
| 2029                                    |            | 0              | \$0.00 |  |  |

| General Aud   | lit/Deliverables - Audit | Year 2029      |        |
|---|--------------------------|----------------|--------|
| Labor Classification Title                            | Labor Rate               | Proposed Hours | Total  |
|   |                          |                | \$0.00 |
|   |                          |                | \$0.00 |
|   |                          |                | \$0.00 |
|   |                          |                | \$0.00 |
|   |                          |                | \$0.00 |
|   |                          |                | \$0.00 |
| Total General Audit/Deliverables -<br>Audit Year 2029 |                          | 0              | \$0.00 |

| Fixed Fee Services - Audit Year 2029          |           |
|---|-----------|
|   | Fixed Fee |
| Annual Comfort Level                          | \$0.00    |
| Technology Fee (if Required)                  | \$0.00    |
| Other:  | \$0.00    |
| Total Fixed Fee Services - Audit Year<br>2029 | \$0.00    |

## Price Total Option Years 1 and 2 (if exercised)

|                                       | Total Hours | Total Fees |
|---------------------------------------|-------------|------------|
|                                       |             |            |
|                                       |             |            |
| Total Federal Single Audit - Audit    |             |            |
| Year 2028                             | 0           | \$0.00     |
| Total General Audit/Deliverables -    |             |            |
| Audit Year 2028                       | 0           | \$0.00     |
| Total Fixed Fee Services - Audit Year |             |            |
| 2028                                  |             | \$0.00     |
|                                       |             |            |
|                                       |             |            |
| Audit Year 2028 Total Hours/Fees      | 0           | \$0.00     |

|                                       | Total Hours | Total Fees |
|---------------------------------------|-------------|------------|
|                                       |             |            |
| Total Federal Single Audit - Audit    |             |            |
| Year 2029                             | 0           | \$0.00     |
| Total General Audit/Deliverables -    |             |            |
| Audit Year 2029                       | 0           | \$0.00     |
|                                       |             |            |
|                                       |             |            |
| Total Fixed Fee Services - Audit 2029 |             | \$0.00     |
|                                       |             |            |
| Audit Year 2029 Total Hours/Fees      | 0           | \$0.00     |

**Total Option Years** 

0

\$0.00

## BOARD OF FINANCE SPECIAL MEETING The Metropolitan District 555 Main Street, Hartford Monday, July 28, 2025

PRESENT: Commissioners Andrew Adil, Allen Hoffman, Pasquale Salemi and

Citizen Member Awet Tsegai (4)

**REMOTE** 

ATTENDANCE: Citizen Members Linda King-Corbin and Linda Russo; District

Chairman Donald Currey (3)

ABSENT: Citizen Members Drew Iacovazzi and Edwin Vargas (2)

**ALSO** 

**PRESENT:** Commissioner Dominic Pane

Commissioner Alvin Taylor Commissioner Chris Tierinni

Scott W. Jellison, Chief Executive Officer

Christopher Stone, District Counsel (Remote Attendance)

John S. Mirtle, District Clerk

Christopher Levesque, Chief Operating Officer

Kelly Shane, Chief Administrative Officer

Jonathan Perugini, Director of Finance / Chief Financial Officer

Susan Negrelli, Director of Engineering

Robert Schwarm, Director of Information Systems

Thomas Tyler, Director of Facilities

Jamie Harlow, Director of Human Resources

David Rutty, Director of Operations Diana Phay, Manager of Treasury

Greg Gwara, Cash Management Administrator

Victoria Escoriza, Executive Assistant

Amanda Litvak, Professional Level Trainee (Remote Attendance)

Kevin Sullivan, IT Consultant (Remote Attendance)

Bill Lindsey, MuniStat

Elizabeth Tavelli, Independent Consumer Advocate

## CALL TO ORDER

Chairman Salemi called the meeting to order at 5:33 PM

## PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

## INDEPENDENT CONSUMER ADVOCATE COMMENTS & QUESTIONS RELATIVE TO AGENDA ITEMS

The Independent Consumer Advocate did not have any comments or questions.

## **APPROVAL OF MEETING MINUTES**

On motion made by Commissioner Adil and duly seconded, the meeting minutes of the Board of Finance meeting of June 23, 2025 were approved.

## BOARD OF FINANCE CLOSEOUT OF INTEGRATED PLAN PROJECTS

To: Board of Finance for consideration on July 28, 2025

Staff is seeking to closeout three Integrated Plan projects and deauthorize \$7,170,000 of the original \$7,170,000 appropriations. All the projects have been deferred as part of the modified Integrated Planning schedule under modified consent order and are available to be closed. As a result, the remaining balance (unspent authorization) is no longer required. District staff have reviewed and now recommend that the following projects be closed.

## Summarized below:

|                       |    |             | Expended | Re | maining Balance |
|-----------------------|----|-------------|----------|----|-----------------|
|                       | Ap | propriation | Amount   |    | (Deauthorize)   |
| Integrated Plan - (3) | \$ | 7,170,000   | \$<br>-  | \$ | 7,170,000       |
| Total                 | \$ | 7,170,000   | \$<br>-  | \$ | 7,170,000       |

### INTEGRATED PLAN PROJECTS

| Project    |                    |      |   |            | ·             | Expended | Remaining Balance |
|------------|--------------------|------|---|------------|---------------|----------|-------------------|
| Definition | Year               | Fund | Project Description                     | Town       | Appropriation | Amount   | (Deauthorize)     |
| C-23X03    | 2023               | 2600 | Sewer Collection Gates                  | Various    | 5,025,000     | -        | 5,025,000         |
| C-23X04    | 2023               | 2600 | Newington 18&19 Sewershed I/I Reduction | Newington  | 945,000       | •        | 945,000           |
| C-23X05    | 2023               | 2600 | RH-2A/B Sewershed I/I Reduction         | Rocky Hill | 1,200,000     | •        | 1,200,000         |
|            | 2023 Total         |      |   |            | 7,170,000     | •        | 7,170,000         |
|            | <b>Grand Total</b> |      |   |            | \$ 7,170,000  | -        | \$ 7,170,000      |

After reviewing the information contained herein

## It is **RECOMMENDED** that it be:

**Voted**: That the Board of Finance recommends to the District Board passage of the

following resolution:

**Resolved**: That the District Board approve appropriation closeouts for the projects listed

above.

Respectfully Submitted,

John S. Mirtle, Esq.

District Clerk

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

## RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF THE METROPOLITAN DISTRICT IN AN AMOUNT NOT TO EXCEED \$100,000,000

To: Board of Finance for consideration on July 28, 2025

Bond Counsel prepared the following resolution for your approval.

## IT IS THEREFORE **RECOMMENDED** THAT IT BE:

**VOTED**: That the Board of Finance recommends to the District Board adoption of the

following resolution from Bond Counsel.

#### BE IT RESOLVED:

SECTION 1. The Metropolitan District (the "District") General Obligation Bonds (the "Bonds") in an amount not to exceed \$100,000,000, are hereby authorized to be issued to: (a) fund Capital Improvement Projects (the "Projects") and (b) pay certain costs of issuance for the Bonds. The Bonds are authorized to be issued to fund such portion of the authorized and unissued balances of the capital appropriations contained in certain bond resolutions adopted to finance capital budget items enacted by the District Board, and for such Projects as determined by the Chairman, or in his absence, the Vice Chairman, and the District Treasurer, or in his absence the Deputy Treasurer (the "Authorized Officers"). Proceeds of the Bonds shall be used to finance the expenditures for any of the purposes or Projects and for any supplemental purposes or projects the Board of Finance and the District Board may from the date hereof authorize to be financed by the issuance of bonds.

<u>SECTION 2.</u> The Bonds shall have maturity dates in accordance with the Connecticut General Statutes, as amended, and shall bear interest payable semiannually each year until maturity and be issued in fully registered form. The Bonds shall be payable at and certified by

U.S. Bank Trust Company, National Association, which bank shall also serve as certifying, registrar, paying and transfer agent for the Bonds. The Bonds may be sold as a single issue or consolidated with any other authorized issues of bonds of the District. The Bonds shall be sold by the District Treasurer, or in his absence, the Deputy Treasurer, in one or more competitive offerings or negotiated offerings, in the discretion of the District Treasurer, or in his absence, the Deputy Treasurer. If sold in one or more competitive offerings, the Bonds shall be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost to the District, and in no case for a sum less than par and accrued interest to the date of delivery, and the District Treasurer, or in his absence the Deputy Treasurer, is hereby authorized to determine the

principal amount to be issued, the principal amount to mature in each year, the optional redemption date(s) and redemption premium(s), if any, and the rate or rates of interest on the Bonds, and deliver the Bonds to the purchaser(s) thereof in accordance with this resolution. If sold in one or more negotiated offerings, the Authorized Officers are authorized to negotiate, execute and deliver one or more bond purchase agreements for the Bonds setting forth all the terms and conditions of the sale in such form as they shall deem necessary and appropriate, and deliver the Bonds to the purchaser(s) thereof in accordance with this resolution.

<u>SECTION 3.</u> The Authorized Officers are authorized to prepare and distribute a Preliminary Official Statement and a final Official Statement of the District for use in connection with the offering and sale of the Bonds and are further authorized to execute and deliver a Continuing Disclosure Agreement in connection with the issuance and sale of the Bonds on behalf of the District in such form as they shall deem necessary and appropriate.

SECTION 4. The Bonds shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the Authorized Officers, bear the District seal or a facsimile thereof, and be approved as to their legality by Shipman & Goodwin LLP, Bond Counsel to the District. The Authorized Officers are authorized to execute and deliver a Tax Certificate and Tax Compliance Agreement on behalf of the District in such forms as they shall deem necessary and appropriate, and to rebate to the federal government such amounts as may be required pursuant to the Tax Certificate for the purpose of complying with the requirements of the Internal Revenue Code of 1986, as amended. The Authorized Officers are authorized to execute and deliver any and all agreements and documents necessary to effect the issuance and sale of the Bonds in accordance with the terms of this resolution. The Authorized Officers are authorized to execute and deliver on behalf of the District any documents or instruments necessary or desirable for the issuance of the Bonds.

<u>SECTION 5</u>. That the District hereby declares its official intent under Treasury Regulation Section 1.150-2 of the Internal Revenue Code of 1986, as amended, that project costs may be paid from temporary advances of available funds and that the District reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized for the Projects.

Respectfully submitted,

John S. Mirtle District Clerk

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

At 5:57pm Citizen Member Tsegai exited the meeting in person and joined the meeting remotely.

## BOARD OF FINANCE RESOLUTION AUTHORIZING THE ISSUANCE OF REVENUE BONDS FOR NEW MONEY FOR INTEGRATED PLAN PROJECTS

To: Board of Finance for consideration on July 28, 2025

Bond Counsel prepared the following resolution for your approval.

It is therefore **RECOMMENDED** that it be:

**VOTED**: That the Board of Finance recommends to the District Board adoption of the

following resolution from Bond Counsel.

## **BE IT RESOLVED:**

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$50,000,000 REVENUE BONDS FOR INTEGRATED PLAN PROJECTS OF THE METROPOLITAN DISTRICT, THE EXECUTION AND DELIVERY OF A SUPPLEMENT TO THE SPECIAL OBLIGATION INDENTURE OF TRUST, AND RELATED AGREEMENTS

WHEREAS, the Metropolitan District (the "District") has entered into a consent decree of the United States District Court of the District of Connecticut, by and between the District, the United States Department of Justice, the U.S. Attorney's Office, the United States Environmental Protection Agency and the State of Connecticut Attorney General (the "U.S. Consent Decree"), and a consent order and a general permit for nitrogen discharges, and existing municipal national pollutant discharge elimination system permits of the State of Connecticut Department of Energy and Environmental Protection, formerly the State of Connecticut Department of Environmental Protection ("CDEP") entered into by and between the District and the Commissioner of the CDEP (the "Connecticut Consent Order" and together with the U.S. Consent Decree, the "Governmental Orders"), including, but not limited to the obligation to provide for (i) the rehabilitation and reconstruction of portions of the District's sanitary sewer systems, (ii) the renovation of the combined sewer system, (iii) improvements to water pollution control facilities, (iv) development of a nitrogen removal program, (v) the separation of sewerage and storm water drainage collection systems, (vi) the construction of additional storage, conveyance and treatment facilities (herein referred to as the "Project");

WHEREAS, the District has by ordinance adopted October 1, 2007 adopted Section S12x of its Ordinances Relating to Sewers, which provides for a Special Sewer Service Charge for customers of the District who utilize the District's sewer system and are furnished water directly by the District (the "Special Sewer Surcharge"), which Special Sewer Surcharge shall be established annually through the District's budget approval process, shall be uniformly applied to, and be proportional to the quantity of water used by, such customers, and shall be used exclusively for the payment of principal and interest on certain bonds issued or which may be issued and other loans, to finance all costs associated with any and all measures necessary to comply with the Governmental Orders, including the costs of the Project;

WHEREAS, Chapter 103 of the General Statutes, the Municipal Sewerage Act (the "Municipal Act") provides for the issuance of bonds, notes and other obligations by a

municipality, including the District, which may be secured as to both principal and interest by a pledge of revenues to be derived from sewerage system use charges, including the Special Sewer Surcharge;

**WHEREAS**, the District's Charter, as amended by Special Act 90-27, and as it may be amended from time to time (the "Charter," and together with the Municipal Act, the "Authorizing Acts"), provides for the issuance of bonds, notes and other obligations by the District, and in connection therewith to enter into reimbursement agreements or similar agreements in connection with credit facilities, including, but not limited to, letters of credit or policies of bond insurance, remarketing agreements and agreements for the purpose of moderating interest rate fluctuations;

**WHEREAS**, the District proposes to issue special obligation bonds to be secured by a pledge of the Special Sewer Surcharge pursuant to the Authorizing Acts;

**WHEREAS**, special obligation bonds issued pursuant to the Municipal Act are not subject to the limit on indebtedness of the District provided for in the Charter;

WHEREAS, the District proposes to issue bonds pursuant to the Special Obligation Indenture of Trust dated as of June 1, 2013 (the "Special Obligation Indenture") and a Sixth Supplemental Indenture thereto (the "Sixth Supplemental Indenture" and together with the Special Obligation Indenture, the "Indenture") with U.S. Bank Trust Company, National Association, to finance the costs of the Project;

**WHEREAS**, the Indenture provides for the issuance of the Special Obligation Bonds (the "**Bonds**") of the District, payable solely from the Special Sewer Surcharge, and other receipts, funds or moneys pledged under the Indenture, if any, and that such Bonds shall be special obligations of the District, payable solely from Pledged Revenues, and other receipts, funds or moneys pledged under the Indenture, and respective supplemental indentures thereto for each series of Bonds;

WHEREAS, the District proposes to issue up to \$50,000,000 of its revenue bonds (the "2025 New Money Obligations") to fund costs of the Project;

**WHEREAS**, the District intends to prepare a preliminary official statement and final official statement for the purpose of presenting information in connection with the offering and sale of the 2025 New Money Obligations;

**WHEREAS**, the District proposes to issue and sell the 2025 New Money Obligations to an underwriter or underwriters pursuant to a bond purchase agreement (the "**Contract for Purchase**"), to be negotiated between the District and the underwriters;

**WHEREAS**, the 2025 New Money Obligations are expected to be issued on terms such that the interest thereon shall be excludable from gross income for federal income tax purposes, and for the purpose of establishing such terms and giving assurance as to future compliance with the Internal Revenue Code of 1986, the District proposes to enter into a Tax Certificate and Tax Compliance Agreement;

WHEREAS, pursuant to Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, as part of

the offering of the 2025 New Money Obligations the District proposes to enter into a Continuing Disclosure Agreement; and

**WHEREAS**, capitalized terms not defined herein shall have the meaning ascribed to such terms in the Indenture.

## **NOW THEREFORE, BE IT RESOLVED,** by the District Board as follows:

**Section 1**. Not exceeding \$50,000,000 revenue bonds of the Metropolitan District, (the "2025 New Money Obligations") are hereby authorized to be issued to fund such portion of the authorized and unissued balances of the capital appropriations for the Project, plus the costs of issuing the 2025 New Money Obligations. The 2025 New Money Obligations shall be dated the date of their delivery, shall mature in annual installments of principal and bear interest semi- annually each year until maturity. The 2025 New Money Obligations shall be payable at and certified by U.S. Bank Trust Company, National Association, which bank shall also serve as registrar and transfer agent for the 2025 New Money Obligations. The Chairman, or in his absence, the Vice Chairman, and the District Treasurer, or in his absence the Deputy Treasurer (the "Authorized Officers") are authorized to execute and deliver one or more Tax Certificates and Tax Compliance Agreements for the 2025 New Money Obligations on behalf of the District in such form as they shall deem necessary and appropriate, and to rebate to the federal government such amounts as may be required pursuant to the Tax Certificate for the purpose of complying with the requirements of the Internal Revenue Code of 1986, as amended.

**Section 2.** The District Board determines it is advisable and in the best interest of the District to authorize, and does hereby authorize, the District to enter into the Sixth Supplemental Indenture to the Special Obligation Indenture and to effect the pledge of the Special Sewer Surcharge as provided for therein, such Sixth Supplemental Indenture to be in the form, or substantially the form, as has been or shall be distributed to the District Board, and authorizes the Authorized Officers to execute and deliver such Sixth Supplemental Indenture in such form, with such further changes and additions as they shall approve, such approval to be conclusively evidenced by the execution and delivery of such Sixth Supplemental Indenture by such Authorized Officers.

**Section 3.** The District Board also determines to deposit into the Rate Stabilization Fund established under the Indenture and subject to the pledge of the Indenture, all Special Sewer Surcharge revenues of the District which have not heretofore been used by the District to pay indebtedness of the District.

**Section 4**. The District Board authorizes the use of such preliminary official statement in connection with the public offering of the 2025 New Money Obligations as the Authorized Officers shall deem advisable, and authorizes the Authorized Officers, in the name of the District, to deem the preliminary official statement and such supplements final when appropriate and execute a final official statement and such supplements, and any further amendment or supplement thereto, in connection with and after the sale of the 2025 New Money Obligations.

**Section 5**. The Authorized Officers are hereby authorized to determine the principal amount, maturities, rate or rates of interest, redemption terms, and the other particulars of the 2025 New Money Obligations, and to deliver the 2025 New Money Obligations to the purchaser thereof in accordance with this resolution. The Authorized Officers are authorized to negotiate, execute and deliver one or more Contracts of Purchase setting forth all the

terms of sale of the 2025 New Money Obligations, including the underwriters' discount for such sale, in such form as they shall deem necessary and appropriate. The 2025 New Money Obligations shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the Authorized Officers, bear the District seal or a facsimile thereof, and be approved as to their legality by Shipman & Goodwin LLP, Bond Counsel to the District. The Authorized Officers are authorized to execute and deliver a Tax Certificate and Tax Compliance Agreement for the 2025 New Money Obligations issued on a tax-exempt basis on behalf of the District in such form as they shall deem necessary and appropriate, and to rebate to the federal government such amounts as may be required pursuant to the Tax Certificate for the purpose of complying with the requirements of the Internal Revenue Code of 1986, as amended. The Authorized Officers are authorized to execute and deliver a Continuing Disclosure Agreement and any and all agreements and documents necessary to effect the issuance and sale of the 2025 New Money Obligations in accordance with the terms of this resolution. The Authorized Officers and other proper officers of the District are hereby authorized to do and perform such acts, and execute and deliver, in the name of the District, such additional instruments, agreements and certificates as they deem necessary or appropriate to carry into effect the intent of the foregoing resolutions, and as shall not be inconsistent with the foregoing resolutions.

**Section 6.** The District hereby determines and declares, for purposes of Section 7-263 of the Connecticut General Statutes, that the 2025 New Money Obligations are part of a single plan of finance for the purpose of financing the Project, and all prior general obligation bonds of the District (but not any bond anticipation notes issued in anticipation of the issuance of such general obligation bonds) issued for purposes of financing the Project.

**Section 7.** The District hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations (the "Regulations"), to reimburse expenditures paid sixty days prior to and any time after the date of passage of this resolution, or otherwise as may be allowed under the Regulations, in the maximum amount and for the Project with the proceeds of the 2025 New Money Obligations authorized to be issued by the District. The 2025 New Money Obligations shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the Project, or such later date the Regulations may authorize. The District hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Authorized Officers are authorized to amend such expression of official intent to bind the District pursuant to such changes he deems necessary or advisable to maintain the continued exemption from federal income taxation of interest on the 2025 New Money Obligations.

**Section 8.** This resolution will take effect immediately.

Respectfully Submitted,

John S. Mirtle, Esq.

**District Clerk** 

## REALLOCATION OF PROCEEDS OF CERTAIN GENERAL OBLIGATION BONDS OF THE METROPOLITAN DISTRICT

To: Board of Finance for consideration on July 28, 2025

Staff is seeking authority for the District to reallocate a total of \$8,123,000 from the following issuances:

- 1. \$253,000 of proceeds from the District's \$76,500,000 General Obligation Bonds, Issue of 2019, Series A dated August 8, 2019 from the capital improvement projects set forth on Exhibit A-1 (attached hereto) to the capital improvement projects set forth on Exhibit A-1;
- 2. \$7,732,000 of proceeds from the District's \$74,380,000 General Obligation Bonds, Issue of 2022, dated August 30, 2022 from the capital improvement projects set forth on <a href="Exhibit A-2"><u>Exhibit A-2</u></a> (attached hereto) to the capital improvement projects set forth on <a href="Exhibit A-2"><u>Exhibit A-2</u></a>; and
- 3. \$138,000 of proceeds from the District's \$77,185,000 General Obligation Bonds, Issue of 2024, Series A dated August 22, 2024 from the capital improvement projects set forth on Exhibit A-3 (attached hereto) to the capital improvement projects set forth on Exhibit A-3.

It is therefore **RECOMMENDED** that it be:

**Voted**: That the Board of Finance recommends to the District Board passage of the following resolution:

### BE IT RESOLVED:

## RESOLUTION AUTHORIZING THE REALLOCATION OF PROCEEDS OF CERTAIN GENERAL OBLIGATION BONDS OF THE METROPOLITAN DISTRICT

Proceeds from certain of the District's General Obligation Bonds are hereby reallocated as follows:

- 1. Proceeds from the District's \$76,500,000 General Obligation Bonds, Issue of 2019, Series A dated August 08, 2019 from the capital improvement projects set forth on Exhibit A-1 (attached hereto) to the capital improvement projects set forth on Exhibit A-1;
- 2. Proceeds from the District's \$74,380,000 General Obligation Bonds, Issue of 2022, dated August 30, 2022 from the capital improvement projects set forth on <u>Exhibit A-2</u> (attached hereto) to the capital improvement projects set forth on Exhibit A-2; and
- 3. Proceeds from the District's \$77,185,000 General Obligation Bonds, Issue of 2024, Series A dated August 22, 2024 from the capital improvement projects set forth on Exhibit

A-3 (attached hereto) to the capital improvement projects set forth on Exhibit A-3.

## EXHIBIT A-1

76,500,000 General Obligation Bonds, Issue of 2019, Series A, dated August 08, 2019

| BOND     | TYPE                   | FROM | DESCRIPTION  | AMOUNT    | то      | DESCRIPTION   | AMOUNT  |
|----------|------------------------|------|--|-----------|---------|---|---------|
| I. Reall | ocated from t<br>Sewer |      | O Bond Sewer<br>2014 Levee Protection System<br>Improvements, East Hartford and Hartford | (253,000) | C-20001 | 2020 Levee Protection System, East<br>Hartford and Hartford | 253,000 |
|          |                        |      | Total 2019 GO Bond Reallocations   | (253,000) |         |   | 253,000 |

## **EXHIBIT A-2**

\$74,380,000 General Obligation Bonds, Issue of 2022, dated August 30, 2022

| BOND     | TYPE         | FROM       | DESCRIPTION  | AMOUNT    | то      | DESCRIPTION  | AMOUNT    |
|----------|--------------|------------|--|-----------|---------|--|-----------|
| II. Real | located from | the 2022 G | O Bond Sewer, Water, and Combined  |           |         |  |           |
|          | Sewer        | C-20037    | 2020 Water Pollution Control Facilities<br>Infrastructure Rehabilitation, Upgrades and<br>Replacements |           | C-99P21 | 2021 Paving Program and Restoration  | 4,000     |
|          |              |            | Replacements   |           | C-23S01 | 2023 General Purpose Sewer   | 809,000   |
|          |              |            |  |           | C-15016 | 2015 East Hartford WPCF Compressor, DO<br>Control & SCADA Upgrades   | 461,000   |
|          |              |            |  |           | C-16000 | 2016 WPC Electrical Systems Upgrades   | 512,000   |
|          |              |            |  |           | C-21004 | 2021 Sanitary Sewer Repair and<br>Rehabilitation Program   | 829,000   |
|          |              |            |  |           | C-24S05 | 2024 Hartford Water Pollution Control<br>Facility (WPCF) Continuous Emission<br>Monitoring<br>System (CEMS) Room/Incinerator<br>Upgrades | 1,135,000 |
|          | Sewer        | C-16004    | 2016 Hartford WPCF - Air Permit Compliance<br>Upgrades   | (308,000) | C-20046 | 2020 Sewer Rehabilitation Program  | 884,000   |
|          |              | C-19012    | 2019 Water Pollution Control Facilities<br>Infrastructure Rehabilitation, Upgrades and<br>Replacements | (292,000) |         |  |           |
|          |              | C-15006    | 2015 Pump Station Replacement – Rainbow<br>Trunk, Windsor  | (225,000) |         |  |           |
|          |              | C-20001    | 2020 Levee Protection System, East Hartford and Hartford   | (59,000)  |         |  |           |

| Sewer | C-17007 | 2017 WPC SCADA Upgrades  | (722,000) | C-20044<br>C-21003<br>C-20003 | 2024 General Purpose Sewer 2020 General Purpose Sewer Program 2021 Large Diameter Sewer Cleaning Program 2016 General Purpose Sewer 2022 Hartford Hospital Area WMR, Hartford | 27,000<br>283,000<br>113,000<br>222,000<br>77,000 |
|-------|---------|--|-----------|-------------------------------|---|---|
| Sewer | C-18005 | 2018 WPC Infrastructure Rehabilitation,<br>Upgrades & Replacements   | (8,000)   | C-24S01                       | 2024 General Purpose Sewer  | 8,000   |
| Sewer | C-17002 | 2017 Wastewater Pump Station Upgrades  | (17,000)  | C-20005                       | 2020 Water Pollution Control Facilities<br>Infrastructure Rehabilitation, Upgrades<br>and Replacements  | 51,000  |
|       | C-17006 | 2017 WPC Plant Infrastructure Renewal & Replacement  | (34,000)  |                               |   |   |
| Sewer | C-18005 | 2018 WPC Infrastructure Rehabilitation,<br>Upgrades & Replacements   | (4,000)   | C-99P21                       | 2021 Paving Program and Restoration   | 4,000   |
| Sewer | C-12004 | 2014 Pump Station Upgrades - Fishfry Street,<br>Hartford   | (75,000)  | C-21004                       | 2021 Sanitary Sewer Repair and<br>Rehabilitation Program  | 75,000  |
| Water | C-99M12 | 2012 Radio Frequency Automated Meter<br>Reading  | (75,000)  | C-99P25                       | 2025 Paving Program & Restoration   | 176,000   |
|       | C-22008 | 2022 Raw Water Transmission Main Rehab   | (101,000) |                               |   |   |
| Water | C-20043 | 2020 General Purpose Water Program   | (156,000) | C-22007                       | 2022 Water Service Inventory and<br>Mapping   | 667,000   |
|       | C-20045 | 2020 District-wide Water Main Replacement<br>Program   | (511,000) |                               |   |   |
| Water | C-20011 | 2020 Water Pump Stations Upgrades and<br>Equipment and Water Tank and Basin<br>Rehabilitation, Repair and Improvements | (402,000) | C-21010                       | 2021 Wickham Hill Area Water Main<br>Replacement, East Hartford   | 457,000   |
|       | C-19005 | 2019 Oakwood Avenue Area Water Main<br>Replacement - Phases I & II   | (2,000)   |                               |   |   |
|       | C-22009 | 2022 Nepaug Dam Concrete Rehab &<br>Stability Improvements Design  | (53,000)  |                               |   |   |
| Water | C-19005 | 2019 Oakwood Avenue Area Water Main<br>Replacement - Phases I & II   | (348,000) | C-21013                       | 2021 Water Treatment Facilities<br>Infrastructure Rehabilitation, Upgrades<br>and Replacements  | 348,000   |
| Water | C-20009 | 2020 Water Main Replacements, Hartford and Wethersfield  | (277,000) | C-24W10                       | 2024 Water Supply Insfrastructure<br>Rehabilitation, Upgrades &<br>Replacements   | 331,000   |

|          |         | Total 2022 GO Bond Reallocations                                   | (7,732,000) |         |  | 7,732,000 |
|----------|---------|--|-------------|---------|--|-----------|
| Combined | C-17022 | 2017 Computerized Management System                                | (244,000)   | C-21015 | 2021 Business Application Expansion and Enhancements   | 244,000   |
| Water    | C-20009 | 2020 Water Main Replacements, Hartford and Wethersfield            | (15,000)    | C-99P18 | 2018 Paving Program & Restoration  | 15,000    |
|          | C-22009 | 2022 Nepaug Dam Concrete Rehab &<br>Stability Improvements Design  | (54,000)    |         |  |           |
| Water    | C-20009 | 2020 Water Main Replacements, Hartford and Wethersfield            | (277,000)   | C-24W10 | 2024 Water Supply Insfrastructure<br>Rehabilitation, Upgrades &<br>Replacements                | 331,000   |
| Water    | C-19005 | 2019 Oakwood Avenue Area Water Main<br>Replacement - Phases I & II | (348,000)   | C-21013 | 2021 Water Treatment Facilities<br>Infrastructure Rehabilitation, Upgrades<br>and Replacements | 348,000   |

#### **EXHIBIT A-3**

\$77,185,000 General Obligation Bonds, Issue of 2024, Series A, dated August 22, 2024

| BOND     | TYPE            | FROM       | DESCRIPTION                      | AMOUNT      | то      | DESCRIPTION                  | AMOUNT    |
|----------|-----------------|------------|----------------------------------|-------------|---------|------------------------------|-----------|
| III. Rea | llocated from t | the 2024 ( | GO Bond Combined                 |             |         |                              |           |
|          | Combined        | C1H04      | 2024 Construction Services       | (138,000)   | C1H03   | 2024 Engineering Services    | 59,000    |
|          |                 |            |                                  |             | C-24C01 | 2024 IT SAP Upgrades Project | 79,000    |
|          |                 |            |                                  |             |         |                              |           |
|          |                 |            | Total 2024 GO Bond Reallocations | (138,000)   |         |                              | 138,000   |
|          |                 |            |                                  |             |         |                              |           |
|          |                 |            | Grand Total Reallocations        | (8,123,000) |         |                              | 8,123,000 |

Respectfully Submitted,

John S. Mirtle, Esq. District Clerk

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

## SOUTH HARTFORD STORAGE AND CONVEYANCE TUNNEL CHANGE ORDERS DISCUSSION

Chairman Salemi stated that he wanted a written tabulation of direct versus indirect costs and subtotals, totals, and the remaining balance of the contingency.

## **OPPORTUNITY FOR GENERAL PUBLIC COMMENTS**

No one from the public appeared to be heard.

## COMMISSIONER REQUESTS FOR CONSIDERATION OF FUTURE AGENDA ITEMS

Chairman Salemi referenced the minutes of the June 23<sup>rd</sup> Board of Finance meeting for his request of the District Chair to provide for an investigation of the selection of auditors. He asked the District Chairman together with the District Board for a review of documents and investigation into the selection of auditors.

## **ADJOURNMENT**

The meeting was adjourned at 6:16 PM

| · ·                                    | •                    |   |
|--|----------------------|---|
| ATTEST:                                |                      |   |
| John S. Mirtle, Esq.<br>District Clerk | <br>Date of Approval | _ |