



The Metropolitan District

water supply · environmental services · geographic information

**DISTRICT BOARD
REGULAR MEETING
MONDAY, SEPTEMBER 8, 2025 5:30 PM
555 MAIN STREET, HARTFORD, CT**

Dial in #: (415)-655-0001; Access Code: 2303 387 4934#

[Meeting Video Link](#)

The general public is welcome to call into the meeting. Everyone on the call will need to mute their phone to limit background noise disrupting the meeting. Please silence your cell phones during the meeting.

1. MEETING CALLED TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF MEETING MINUTES OF AUGUST 4, 2025
5. PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS
6. INDEPENDENT CONSUMER ADVOCATE COMMENTS & QUESTIONS RELATIVE TO AGENDA ITEMS
7. REPORT FROM DISTRICT CHAIRMAN
8. REPORT FROM CHIEF EXECUTIVE OFFICER
9. REPORT FROM DISTRICT COUNSEL
10. REPORT RE: RECENT GENERAL OBLIGATION BOND SALE
11. BUREAU OF PUBLIC WORKS - CONSIDERATION AND POTENTIAL ACTION RE: ENCROACHMENT AGREEMENT: MLK APARTMENTS LLC- 99 VAN BLOCK AVENUE, HARTFORD (September 8, 2025)
12. REFERRAL TO WATER BUREAU: TOWN OF PORTLAND WATER AGREEMENT
13. REPORT RE: WINDSOR STREET, HARTFORD SEWER PROJECT
14. DISCUSSION AND POTENTIAL ACTION RE: RFP #2025R-08 FOR AUDIT SERVICES
15. CONSIDERATION AND POTENTIAL ACTION RE: SETTLEMENT OF WORKERS' COMPENSATION CLAIMS – STANLEY ANDRUKONIS (POSSIBLE EXECUTIVE SESSION)
16. CONSIDERATION AND POTENTIAL ACTION RE: SETTLEMENT OF WORKERS' COMPENSATION CLAIMS – JOSEPH ALLARD (POSSIBLE EXECUTIVE SESSION)
17. DISCUSSION AND POTENTIAL ACTION RE: PENDING LITIGATION – 2895 MAIN ST LLC et al. v MDC et al. (POSSIBLE EXECUTIVE SESSION)
18. DISCUSSION AND POTENTIAL ACTION RE: SETTLEMENT OF PENDING CLAIM – DAPHNEY ELLIS (POSSIBLE EXECUTIVE SESSION)



The Metropolitan District

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- 19. DISCUSSION AND POTENTIAL ACTION RE: BUSHNELL SOUTH DEVELOPMENT AND PENDING CLAIMS RELATING TO MARRIOTT HOTEL SEWER ASSESSMENT AND BUCKINGHAM STREET GARAGE DISCHARGE FEES (POSSIBLE EXECUTIVE SESSION)**
- 20. OPPORTUNITY FOR GENERAL PUBLIC COMMENTS**
- 21. COMMISSIONER REQUESTS FOR CONSIDERATION OF FUTURE AGENDA ITEMS**
- 22. ADJOURNMENT**

BUREAU OF PUBLIC WORKS
ENCROACHMENT AGREEMENT – MARTIN LUTHER KING (MLK) APARTMENTS,
VAN BLOCK AVENUE AND LUIS AYALA LANE, HARTFORD

To: District Board

September 8, 2025

From: Bureau of Public Works

In a letter dated August 6, 2025, Aaron Greenblatt of Vesta Corporation, on behalf of MLK Apartments LLC (“MLK”), MLK of 99 Van Block Avenue in Hartford (the “Property”), has requested permission from The Metropolitan District (“MDC” or “District”) to encroach on the MDC’s existing twenty two-foot-wide (22’) easement or right-of way, containing an existing 78-inch storm sewer, 78-inch Colt District Storm Drain, situated on the Property (the “ROW”) for the purpose of constructing and installing site improvements for and in connection with a proposed residential development project, as shown on the attached map (the “Map”).

The proposed scope of work entails: (i) installing up to three (3) 4” underground electric and telecommunication conduits in up to two (2) locations, and (ii) installing surface restoration consisting of, new concrete walkways and ADA sidewalk ramps w/detector strips, pavers, bituminous pavement and driveway aprons, curbing, and landscaping including shrubs and grass as well as incidental activities within the ROW as shown on the Map (collectively, the “Improvements”).

The proposed lines will be installed above the MDC’s existing seventy-eight-inch (78”) storm sewer and its appurtenances situated within the ROW (collectively, the “Sewer”) with a minimum of one foot (1’) of vertical clearance between the sewer and such lines, and proposed grades will not impede access to the sewer. Eversource will require a forty-six-foot wide (46’) easement which will overlap the ROW (the “Eversource Easement”). The sewer was built in 1969 to 1971 under Contract 67-23 and the layout of the ROW was described in the May 1966 Journal, pages 74-75, and acquired by the MDC and filed on the City of Hartford land records in Volume 1182, at Page 132.

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

MLK has agreed to the following conditions in order to satisfy the District’s concerns for protection of the sewer and to maintain accessibility along the length of the ROW:

1. Care must be taken during the performance of work for the Improvements or any maintenance, repair or replacement of the same not to disturb the Sewer. All heavy construction equipment must be located outside of the limits of the ROW when not in use. Any earth moving equipment that will be utilized on the ROW over and adjacent to the sewer shall be reviewed and approved by District staff prior to mobilization to the site. Any damage to the sewer caused by any construction, maintenance, repair, replacement or associated activities by or on behalf of MLK for or in connection with the Improvements within this ROW shall be the responsibility of the MLK.

2. No additional permanent improvements, other than the proposed Improvements, shall be located within this ROW.
3. The District shall not be held liable for any damage caused to any structure listed above, located within or adjacent to the ROW in the event of an emergency sewer repair. The District will make every effort feasible to minimize damage to these structures; however, the cost of repairs to such structures shall be the responsibility of the MLK.
4. In the event of a sewer emergency caused by the proposed excavation described above, the MLK shall provide, install, operate and remove, at the MLK's expense, an appropriately sized bypass pump and appurtenances.
5. The District reserves the right to remove Improvements within this ROW at any time if so required for maintenance, repair or replacement of the sewer or any part thereof. MLK shall bear any additional maintenance, repair or replacement costs necessitated by the presence of Improvements within this ROW, including any such costs incurred by the District.
6. A preconstruction meeting shall be held prior to commencing any such activities within the ROW. An MDC inspector must also be on the job site whenever work is being performed within the ROW, and MLK shall be responsible for the cost and expense of such inspector. Any construction of the Improvements as well as any subsequent construction, maintenance, repair or replacement of the Improvements shall conform to District standards and forty-eight (48) hours advance notice must be given to the District prior to commencing any such activities within the ROW, except in the case of an emergency, in which case notice must be provided to the District as soon as practicable.
7. The MLK shall perform a CCTV inspection, witnessed by an MDC inspector, of the sewer in the areas of the construction upon completion of backfilling and restoration of the excavated areas. The videos will be delivered to the District for the purpose of assessing the post-activity condition of the sewer.
8. The MLK shall at all times indemnify, defend and save harmless the District, any municipality included therein, and the State of Connecticut and shall maintain the District's standard form of requisite insurance as stipulated in the MDC's most current Guidance Manual for Developers' Permit Agreements, which insurance shall remain in force and effect during the performance of any work within the ROW.
9. The MLK shall be responsible for obtaining any and all federal, state, or local approvals necessary for installing the Improvements, including but not limited to the removal and construction of the same.

Staff has reviewed this request and considers it feasible.

A formal encroachment agreement shall be executed between MLK and MDC, consistent with current practice involving similar requests, and filed on the City of Hartford land records.

At a meeting of the Bureau of Public Works held on September 8, 2025, it was:

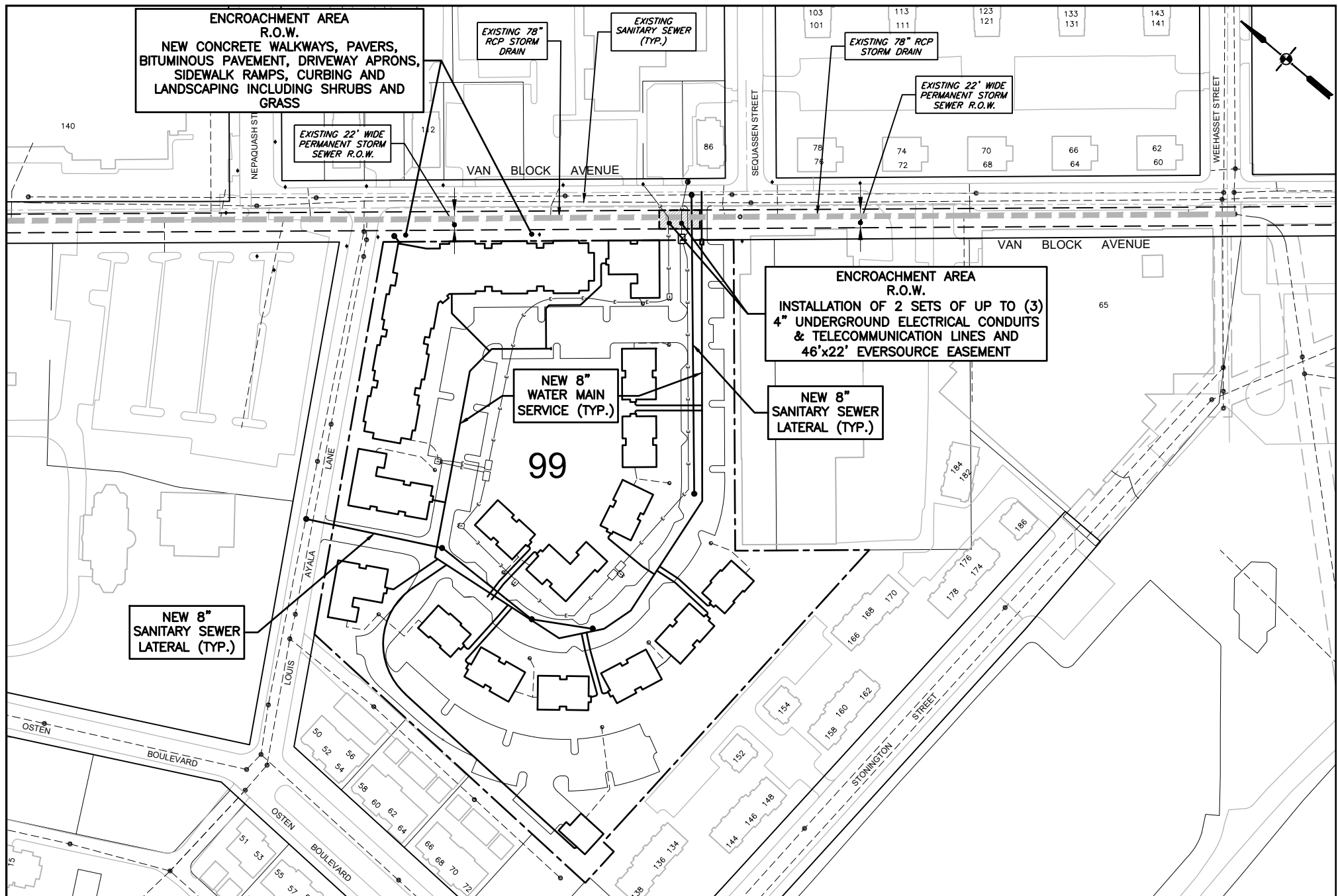
VOTED: That the Bureau of Public Works recommends to the District Board passage of the following resolution:

RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute an agreement, subject to approval of form and content by District Counsel, granting permission to MLK Apartments LLC, to encroach upon the MDC existing twenty two-foot-wide (22') ROW situated on the Property in order to: (i) perform the work for the Improvements in connection with the planned redevelopment of the Property as shown on plans prepared by Crosskey Architects LLC and submitted by Vesta Corporation, entitled, "Utility Plan", (Sheet) C-300, Martin Luther King Apartments, Van Block Ave. & Luis Ayala Lane, Hartford, Connecticut, (prepared for) Vesta Corporation & Sheldon Oak, and (ii) maintain, repair and replace such Improvements, provided that (a) the District shall not be held liable for any cost or damage of any kind and be indemnified from any claims from the present and in the following years as a result of any encroachment authorized hereby, (b) MLK shall obtain all required approvals and reimburse MDC for any attorney fees and other costs incurred by MDC in enforcing the encroachment agreement, and (c) such agreement shall not be effective until fully executed by the District and MLK, and recorded on the City of Hartford land records. In the event that such full execution and recording does not occur within four (4) months of the completion of the date this resolution is passed by the District Board, then such resolution shall be null and void, and of no further force and effect.

Respectfully submitted,

A handwritten signature in black ink that reads "John Mirtle". The signature is written in a cursive, flowing style.

John S. Mirtle
District Clerk



MLK APARTMENTS
99 VAN BLOCK AVENUE
HARTFORD

Fn:\Towns\Hartford\Sewer\VanBlockAve\99VanBlockAve-Ecmt.dwg
 Latest Revision: 9/2/25
**TO ILLUSTRATE MDC STORM
 SEWER EASEMENTS ENCROACHMENT**

VESTA CORPORATION

175 Powder Forest Drive
Weatogue, CT 06089
Main: (860) 325-1700
Fax: (860) 784-1978



August 6, 2025

VIA EMAIL

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

Re: *Easement Encroachment Permit – MLK Apartments, Hartford, CT*

Dear Mr. Curley:

On behalf of MLK Apartments, LLC, owner of MLK Apartments located at 99 Van Block Avenue in Hartford, CT, we are hereby requesting approval of an encroachment permit for the development of the property.

An encroachment permit approval is requested from the MDC to install primary electrical services and telecommunication lines for Eversource, including an easement for such lines, across MDC's existing 22' wide sewer easement containing the 78" Colt District Storm Drain.

The proposed electrical services will run perpendicularly through the 22' wide sewer easement in order to connect to the existing electric service across Van Block Avenue. The existing grade will remain the same within the easement, and minimal earthwork will be required for the utility installation.

The proposed work is described in greater detail in the enclosed Utility Plan and Easement Plan CAD File.

We appreciate your assistance in processing the above-referenced request. If you have any additional questions, please contact me at 860-325-1730 or aaron@vestacorp.com.

Thank you,



Aaron Greenblatt

**REFERRAL TO WATER BUREAU
TOWN OF PORTLAND WATER AGREEMENT**

To: District Board

September 8, 2025

It is **RECOMMENDED** that it be:

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

RESOLVED: The matter of the upcoming expiration of the water service agreement with the Town of Portland is hereby referred to the Water Bureau for its consideration and recommendation.

Respectfully submitted,

A handwritten signature in black ink that reads "John Mirtle". The signature is written in a cursive, flowing style.

John S. Mirtle, Esq.
District Clerk

RFP #2025R-08 FOR AUDIT SERVICES

To: District Board

September 8, 2025

It is **RECOMMENDED** that it be:

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

RESOLVED: For the independent annual audit for the fiscal year ending December 31, 2025, and as provided in Section 2-12 of the Compiled Charter of The Metropolitan District, the Board of Commissioners of the District shall make provision for the proper auditing of District accounts, including the appointment of an independent auditor to conduct said audit.

Respectfully submitted,

A handwritten signature in black ink that reads "John Mirtle". The signature is written in a cursive, flowing style.

John S. Mirtle, Esq.
District Clerk



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

INTRODUCTION

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 dchalupka@themdc.com 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 <https://mdc.procureware.com/home>. 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:

1. 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.

Irregularities and illegal acts. 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. Budgetary Basis of Accounting

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. 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 \$1,000,000.00 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. Automobile Liability 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. Worker's Compensation 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. Umbrella Liability 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. Comprehensive Crime Coverage 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, in detail, its approach for managing all 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 in-depth 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 fully completed 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 PERFORMANCE 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

Enforceability of Proposal: 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 un-awardable.

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 _____

Addendum Number _____

Date Received _____

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 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 out by all employers having 10 or more employees.

The employer will indicate its willingness or unwillingness to participate in the following affirmative action employment practices by circling one of the key letters. The key letters are:

- A This is now the practice of the Company.
- B The Company will adopt this affirmative action.
- C The Company cannot or will not adopt this affirmative action.
(If 'C' is circled, reason must be stated.)

It is understood that the Company's willingness to participate in affirmative action employment practices will be evaluated by The Metropolitan District and this evaluation may directly influence vendor qualification.

1. The Company will adopt a policy of non-discrimination on the basis of race, color, creed, mental or physical disability, age, sex, national origin or ancestry.

A B C Reason:

2. The Company's non-discriminatory policies are in writing and will be communicated to the following:

All employees:

A B C Reason

SECTION B: (Continued)

All recruitment sources:

A B C Reason:

All relevant labor unions:

A B C Reason:

-
3. If the Company conducts any formal or informal training programs, the recruitment for these programs will be conducted so as not to discriminate against minority group persons.

A B C Reason:

-
4. The Company will take steps to integrate all positions, departments and plant locations.

A B C Reason:

-
5. The Company will review its qualifications for each job to determine whether such standards eliminate those unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications will be reviewed:

Education

A B C Reason:

Experience

A B C Reason:

Tests

A B C Reason:

Arrest Record

A B C Reason:

-
6. The Company will advise the Connecticut Commission on Human Rights and Opportunities as to employment opportunities as they become available.

A B C Reason:

SECTION C:

Firm, Name and Signature. This section must be filled out by all Vendors and Bidders.

Name of Firm: _____

Address: _____ Telephone Number: _____

Signature of Officer: _____

Title: _____ Date: _____

APPENDIX C

AFFIDAVIT OF NON-COLLUSION AND INDEPENDENT PRICE DETERMINATION

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

STATE OF _____

ss. at _____

COUNTY OF _____

This Affidavit is made to the Metropolitan District Commission ("MDC") by the undersigned ("Bidder") in connection with The Bid ("Bid") submitted by Bidder in response to MDC's competitive bid solicitation process.

_____ 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 has executed this Affidavit as of this

_____ day of _____, 20____.

BIDDER:

Printed Name of Bidder

By:_____

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:

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

of _____,

Name of Entity

an entity duly formed and 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 _____

_____, and

Name of Entity

that _____

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____.

Notary Public

Commission Expiration Date

APPENDIX E

CERTIFICATE OF CORPORATE AUTHORITY

CERTIFICATE AS TO CORPORATE BIDDER

I, _____, certify that I am
(Name)

The _____ of the
(Title)

Corporation/Partnership/Limited Liability Company which executed the above Bid;

that _____ who
(Name)

signed said Bid Form on behalf of said Corporation/Partnership/Limited Liability
Company was then _____
(Title)

of the Corporation/Partnership/Limited Liability Company signing for and on behalf of
said Corporation/Partnership/Limited Liability Company by authority of its governing
body; and was acting within the scope of its corporate powers.

By: _____

(Corporate Seal)

Secretary

APPENDIX F

CERTIFICATION OF INSURANCE FORM

CERTIFICATE OF INSURANCE -THE METROPOLITAN DISTRICT FORM					ISSUE DATE (MM/DD/YY)	
INS390						
INSURED			THIS IS TO CERTIFY THAT THE POLICIES LISTED BELOW HAVE BEEN ISSUED, SUBJECT TO APPLICABLE TERMS, CONDITIONS AND EXCLUSIONS. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES INDICATED BELOW.			
			COMPANIES AFFORDING COVERAGE			
PRODUCER			COMPANY			
			LETTER A			
			COMPANY			
			LETTER B			
			COMPANY			
			LETTER C			
MINIMUM INSURANCE REQUIREMENTS BODILY INJURY AND PROPERTY DAMAGE \$1,000,000 EACH OCCURRENCE \$1,000,000 AGGREGATE			(NOTE: CERTAIN PROJECTS, CONTRACTS OR AGREEMENTS MAY REQUIRE HIGHER OR LOWER LIMITS AND/OR REQUIRE SPECIFIC ADDITIONAL INSURANCE COVERAGES. SEE PROJECT, CONTRACT OR AGREEMENT FOR ADDITIONAL INFORMATION.)			
COVERAGES						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFF. DATE (MM/DD/YY)	EXP. DATE (MM/DD/YY)	ALL LIMITS <u>IN THOUSANDS</u>	
	GENERAL LIABILITY _____ COMMERCIAL GENERAL LIABILITY _____ CLAIMS MADE _____ OCCUR. _____ PER PROJECT AGG. LIMIT END. _____ BLANKET CONTRACTUAL _____ THE METROPOLITAN DISTRICT AND THE STATE OF CONN. ADDED AS ADDITIONAL INSURED				EACH OCCURRENCE	\$
					GENERAL AGGREGATE	\$
					PRODUCTS COMP/OPS AGGREGATE	\$
					SELF-INSURED RETENTION	\$
	AUTOMOBILE LIABILITY _____ ANY AUTO _____ ALL OWNED AUTOS _____ SCHEDULED AUTOS _____ HIRED AUTOS _____ NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Accident)	\$
					PROPERTY DAMAGE	\$
					SELF-INSURED RETENTION	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURR. \$	AGGREGATE \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
					\$ (EACH ACCIDENT)	
					\$ (DISEASE-POLICY LIMIT)	
					\$ (DISEASE-EACH EMPLOYEE)	
	PROTECTIVE LIABILITY (IN THE NAME OF THE METROPOLITAN DISTRICT) POLICY MUST BE SUBMITTED.				BODILY INJURY & PROPERTY DAMAGE	
					EACH OCCURRENCE:	
					AGGREGATE:	
	OTHER					
DESCRIPTION OF OPERATIONS						
CERTIFICATE HOLDER THE METROPOLITAN DISTRICT 555 MAIN STREET HARTFORD, CT 06103		IT IS AGREED THAT 30 DAYS' NOTICE OF CANCELLATION OR RESTRICTIVE AMENDMENT OF SAID POLICIES SHALL BE MAILED TO THE METROPOLITAN DISTRICT, AND IT IS FURTHER AGREED THAT ALL EARNED PREMIUM CHARGES FOR THE PROTECTIVE LIABILITY AND OTHER POLICIES WILL BE BILLED TO THE ABOVE NAMED PERSON OR FIRM. AUTHORIZED REPRESENTATIVE				

APPENDIX G

INDEPENDENT CONTRACTOR AGREEMENT

INDEPENDENT CONTRACTOR AGREEMENT

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

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

1. 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 **Schedule A** 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

1. 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-to-exceed rates and fees set forth on **Schedule B** 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:

1. 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.
2. 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

1. 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.
2. 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)

By _____

By _____

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.
Hartford, CT 06103

Address for Notices

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
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total General 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 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
Total Federal Single Audit - Audit Year 2026		0	\$0.00

General Audit/Deliverables - Audit Year 2026			
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 Year 2027		0	\$0.00

General Audit/Deliverables - Audit Year 2027			
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 2027		0	\$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

Total Base Contract Fees	0	\$0.00
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OPTION YEAR 1 TAB

Federal Single Audit - Audit Year 2028			
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 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
			\$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
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Federal Single Audit - Audit Year 2029		0	\$0.00

General Audit/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 - 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 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
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**THE METROPOLITAN DISTRICT COMMISSION
DISTRICT BOARD**

555 Main Street
Hartford, Connecticut 06103
Monday, August 4, 2025

PRESENT: Commissioners Richard Bush, William DiBella, David Drake, Peter Gardow, Joan Gentile, Allen Hoffman, Gary Johnson, Diane Lewis, Jacqueline Mandyck, Dominic Pane, Chris Tierinni and Calixto Torres (12)

REMOTE ATTENDANCE: Commissioners Andrew Adil, John Avedisian, C. Avery Buell, Dimple Desai, Christian Hoheb, Jean Holloway, Maureen Magnan, Alvin Taylor and District Chairman Donald Currey (9)

ABSENT: Commissioner Kyle Anderson, John Bazzano, John Gale, James Healy, Mary LaChance, Byron Lester, Michael Maniscalco, Bhupen Patel, Pasquale J. Salemi, David Steuber, James Woulfe and New Britain Special Representative Michael Carrier (12)

ALSO PRESENT: Scott W. Jellison, Chief Executive Officer
Christopher Stone, District Counsel
John S. Mirtle, District Clerk
Christopher Levesque, Chief Operating Officer
Jonathan Perugini, Chief Financial Officer/Director of Finance
Robert Schwarm, Director of Information Systems (Remote Attendance)
Tom Tyler, Director of Facilities
Dave Ruty, Director of Operations
Diana Phay, Manager of Treasury
Nick Salemi, Communications Administrator
Carrie Blardo, Assistant to the Chief Executive Officer
Julie Price, Executive Assistant
Matthew McAuliffe, IT Consultant (Remote Attendance)
Kevin Sullivan, IT Consultant (Remote Attendance)
Elizabeth Tavelli, Independent Consumer Advocate (Remote Attendance)

CALL TO ORDER

The meeting was called to order by Vice Chairman DiBella at 5:31 PM

ROLL CALL AND QUORUM

The District Clerk called the roll and informed Vice Chairman DiBella that a quorum of the Commission was present, and the meeting was declared a legal meeting of the District Board of The Metropolitan District of Hartford County, Connecticut.

PLEDGE OF ALLEGIANCE

Those in attendance stood and recited the Pledge of Allegiance.

APPROVAL OF MINUTES

On motion made by Commissioner Pane and duly seconded, the meeting minutes of July 7, 2025 were approved.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

INDEPENDENT CONSUMER ADVOCATE COMMENTS & QUESTIONS RELATIVE TO AGENDA ITEMS

Independent Consumer Advocate Elizabeth Tavelli asked what the process is if she wanted to request an agenda item for a future meeting.

**BOARD OF FINANCE
CLOSEOUT OF INTEGRATED PLAN PROJECTS**

To: District Board

August 4, 2025

From: Board of Finance

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:

	Appropriation	Expended Amount	Remaining Balance (Deauthorize)
Integrated Plan - (3)	\$ 7,170,000	\$ -	\$ 7,170,000
Total	\$ 7,170,000	\$ -	\$ 7,170,000

INTEGRATED PLAN PROJECTS

Project Definition	Year	Fund	Project Description	Town	Appropriation	Expended Amount	Remaining Balance (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
	Grand Total				\$ 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 Pane and duly seconded, the report was received and resolution adopted by unanimous vote of those present.

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

To: District Board

August 4, 2025

From: Board of Finance

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.

SECTION 2. 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.

SECTION 3. 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.

SECTION 5. 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,

A handwritten signature in black ink that reads "John Mirtle". The signature is written in a cursive, flowing style.

John S. Mirtle
District Clerk

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

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

To: District Board

August 4, 2025

From: Board of Finance

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

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

BOARD OF FINANCE
REALLOCATION OF PROCEEDS OF CERTAIN GENERAL OBLIGATION
BONDS OF THE METROPOLITAN DISTRICT

To: District Board

August 4, 2025

From: Board of Finance

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 Exhibit A-2 (attached hereto) to the capital improvement projects set forth on Exhibit A-2; 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 adoption of the following resolution from Bond Counsel.

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 Exhibit A-2 (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	TO	DESCRIPTION	AMOUNT
I. Reallocated from the 2019 GO Bond Sewer							
	Sewer	C-14019	2014 Levee Protection System Improvements, East Hartford and Hartford	(253,000)	C-20001	2020 Levee Protection System, East 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	TO	DESCRIPTION	AMOUNT
II. Reallocated from the 2022 GO Bond Sewer, Water, and Combined							
	Sewer	C-20037	2020 Water Pollution Control Facilities Infrastructure Rehabilitation, Upgrades and Replacements	(3,750,000)	C-99P21	2021 Paving Program and Restoration	4,000
					C-23S01	2023 General Purpose Sewer	809,000
					C-15016	2015 East Hartford WPCF Compressor, DO Control & SCADA Upgrades	461,000
					C-16000	2016 WPC Electrical Systems Upgrades	512,000
					C-21004	2021 Sanitary Sewer Repair and Rehabilitation Program	829,000
					C-24S05	2024 Hartford Water Pollution Control Facility (WPCF) Continuous Emission Monitoring System (CEMS) Room/Incinerator Upgrades	1,135,000
	Sewer	C-16004	2016 Hartford WPCF - Air Permit Compliance Upgrades	(308,000)	C-20046	2020 Sewer Rehabilitation Program	884,000
		C-19012	2019 Water Pollution Control Facilities Infrastructure Rehabilitation, Upgrades and Replacements	(292,000)			
		C-15006	2015 Pump Station Replacement – Rainbow 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-24S01	2024 General Purpose Sewer	27,000
				C-20044	2020 General Purpose Sewer Program	283,000
				C-21003	2021 Large Diameter Sewer Cleaning Program	113,000
				C-20003	2016 General Purpose Sewer	222,000
				C-22013	2022 Hartford Hospital Area WMR, Hartford	77,000
Sewer	C-18005	2018 WPC Infrastructure Rehabilitation, 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 Infrastructure Rehabilitation, Upgrades and Replacements	51,000
	C-17006	2017 WPC Plant Infrastructure Renewal & Replacement	(34,000)			
Sewer	C-18005	2018 WPC Infrastructure Rehabilitation, Upgrades & Replacements	(4,000)	C-99P21	2021 Paving Program and Restoration	4,000
Sewer	C-12004	2014 Pump Station Upgrades - Fishfry Street, Hartford	(75,000)	C-21004	2021 Sanitary Sewer Repair and Rehabilitation Program	75,000
Water	C-99M12	2012 Radio Frequency Automated Meter 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 Mapping	667,000
	C-20045	2020 District-wide Water Main Replacement Program	(511,000)			
Water	C-20011	2020 Water Pump Stations Upgrades and Equipment and Water Tank and Basin Rehabilitation, Repair and Improvements	(402,000)	C-21010	2021 Wickham Hill Area Water Main Replacement, East Hartford	457,000
	C-19005	2019 Oakwood Avenue Area Water Main Replacement - Phases I & II	(2,000)			
	C-22009	2022 Nepaug Dam Concrete Rehab & Stability Improvements Design	(53,000)			
Water	C-19005	2019 Oakwood Avenue Area Water Main Replacement - Phases I & II	(348,000)	C-21013	2021 Water Treatment Facilities Infrastructure Rehabilitation, Upgrades and Replacements	348,000
Water	C-20009	2020 Water Main Replacements, Hartford and Wethersfield	(277,000)	C-24W10	2024 Water Supply Infrastructure Rehabilitation, Upgrades & Replacements	331,000

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

EXHIBIT A-3

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

BOND	TYPE	FROM	DESCRIPTION	AMOUNT	TO	DESCRIPTION	AMOUNT
III. Reallocated from 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 adopted by unanimous vote of those present.

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

No one from the public appeared to be heard.

**COMMISSIONER REQUESTS FOR CONSIDERATION OF FUTURE
AGENDA ITEMS**

Commissioner Drake requested a presentation on bonding debt.

ADJOURNMENT

The meeting was adjourned at 5:39 PM.

ATTEST:

John S. Mirtle, Esq.
District Clerk

Date of Approval