

**THE METROPOLITAN DISTRICT COMMISSION  
DISTRICT BOARD**

555 Main Street  
Hartford, Connecticut 06103  
Monday, September 8, 2025

**PRESENT:** Commissioners John Avedisian, John Bazzano, C. Avery Buell, William DiBella, David Drake, John Gale, Peter Gardow, Joan Gentile, Allen Hoffman, Gary Johnson, Jacqueline Mandyck, Dominic Pane, Chris Tierinni, Calixto Torres and District Chairman Donald Currey (15)

**REMOTE ATTENDANCE:** Commissioners Andrew Adil, Richard Bush, Dimple Desai, Christian Hoheb, Mary LaChance, Byron Lester, Maureen Magnan, Pasquale J. Salemi, David Steuber and Alvin Taylor (10)

**ABSENT:** Commissioner Kyle Anderson, James Healy, Diane Lewis, Jean Holloway, Michael Maniscalco, Bhupen Patel, James Woulfe and New Britain Special Representative Michael Carrier (8)

**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  
Sue Negrelli, Director of Engineering  
Tom Tyler, Director of Facilities  
Dave Rutty, Director of Operations  
David Banker, David Banker, Assistant Manager of Engineering  
Jason Waterbury, Assistant Manager of Engineering  
Lisa Madison, Manager of Procurement  
Rita Kelley, Equal Employment Opportunity Compliance Officer  
Jason Bretemps, Utility Maintenance Superintendent  
Carrie Blardo, Assistant to the Chief Executive Officer  
Victoria Escoriza, Executive Assistant  
Matthew McAuliffe, IT Consultant (Remote Attendance)  
Kevin Sullivan, IT Consultant (Remote Attendance)  
Elizabeth Tavelli, Independent Consumer Advocate  
Brian Brown, CDM Smith  
Mike McGuire, CDM Smith  
Joe Szerejko, Harris Beach Murtha  
Michael Pelton, First Selectman, Portland  
Jim Tripp, Selectman, Portland

**CALL TO ORDER**

The meeting was called to order by Chairman Currey at 5:51 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 DiBella and duly seconded, the meeting minutes of August 4, 2025 were approved.*

*Commissioner Adil entered the meeting virtually at 5:56 PM*

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

Independent Consumer Advocate Elizabeth Tavelli did not have any comments or questions.

**PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS**

Joe Szerejko, Attorney at Harris Beach Murtha, spoke regarding agenda item #12 on behalf of the Town of Portland. He stated that Portland would like to extend their contract for at least two more years, with options to renew for two 1-year terms. He also provided the following written comments:



M E M O R A N D U M

TO: MDC District Board of Commissioners

FROM: Kari L. Olson; Joseph Szerejko

DATE: September 5, 2025

RE: Extension of Town of Portland Water Agreement with the MDC

As you know, the Town of Portland ("Town") has had a long-standing agreement with the MDC to purchase water. That agreement was entered into in 1996 and expires on January 26, 2026 (the "Agreement"). The Town is now requesting a brief extension of the existing Agreement for the reasons set forth below.

**A. Overview**

The Town is actively pursuing the installation of a new well at its own expense in order to defray some of the costs for water supplied to its residents (hereinafter generally referred to as the "Project"). The Project consists of the installation of a new municipal public water supply well ("the "Production Well"), which will supplement the Town's existing water supply well and the water it purchases from the MDC. The Production Well is located approximately 2 miles south of the Town's existing MDC interconnection, and approximately 3,500 feet (0.66 miles) south of the Town's other potable water supply well located at 505 Glastonbury Turnpike. The Production Well is located in the northeastern portion of 301 Gospel Lane (Map 058, Lot 0032) in Town (hereinafter, the "Site").

The Site consists of an approximately 23-acre parcel of land, owned by the Town, and also consists of recreational facilities, athletic fields, and open space. Once completed, the Production Well will be located on the Site in a manner that complies with the Connecticut Department of Public Health (DPH) sanitary requirement for wells yielding more than 750,000 gallons per day (gpd). Indeed, this location already received well suitability approval from the Connecticut Department of Public Health (CT-DPH) on July 30, 2024. Nevertheless, the Project is still under development.

**B. The Existing Agreement**

Among other things, since January 26, 1996, the Agreement has required the MDC to supply the Town with—and for the Town to purchase—a minimum of 400,000 gpd,

and a maximum of 1.1 million gpd. See Agreement at ¶13, p. 13. As expressly set forth in the Agreement, this range is based on an average which “shall be calculated over a 365-day period in a calendar year; provided, however, that in no instance shall the Town’s use of water exceed a maximum draw of 2 million [gpd] . . . or a maximum of 1,384 gallons per minute.” Id. Notwithstanding, the Agreement also expressly acknowledges, among other things:

- That both the MDC and Town agree that there may be times when these amounts may either not meet or may exceed these amounts. Id.;
- That if the Town does not meet the minimum ‘take’ amount expressly set forth over a calendar year, it shall pay to the MDC a sum equal to the difference between the minimum required and the amount actually used, “*multiplied by the rate then in effect for the sale of water to non-member customers.*” Id. at ¶13, p. 14 (emphasis added); and
- That if the Town solely does not meet its minimum water ‘take’ requirement in any calendar year “solely because of use restrictions placed on the Town by the [MDC] pursuant to Paragraph 18 [of the Agreement], then the Town shall not be charged for its failure to meet the minimum requirements to the extent it is caused by the [MDC] restrictions.” Id.

In relevant part, Paragraph 18 of the Agreement allows the MDC to regulate its supply to—and the Town’s use of— MDC water, but only in the following explicitly enumerated instances:

- “[P]eriods of drought in which the [MDC] has imposed use/supply limitations on all or some of its customers within the District.” Id. at ¶ 18, p. 16 (emphasis added);
- “Emergency situations when the [MDC] has imposed use/supply limitations on all or some of its customers within the District.” Id. (emphasis added); and
- “Periods when maintenance or construction with respect to the District System require that the supply of water through the District System be curtailed or limited.” Id.

The Town is not aware of the existence of any of the foregoing circumstances at this time. In any event, even if any of these situations occur, the Agreement still provides that the MDC agrees: (1) to provide water to the Town in accordance with the District’s rules, regulations, ordinances or procedures which are then in effect; and (2) that the “Town shall be treated no differently than any other District customer in a similar situation and that the [MDC] shall act in accordance with its State approved Water Conservation Plan.” Id. Further, the Agreement requires the MDC to charge the Town in accordance with:

[W]ater rates in effect from time to time during the term of this Agreement for the sale by the [MDC] of water to retail, non-member customers[.

which] shall include: (a) the uniform rate for 100 cubic feet of treated water as set forth in Section W1a of the [MDC's Water Supply] Ordinances, [as amended] from time to time, which is charged to all District customers in member and non-member towns; (b) the applicable customer service charge as set forth in Section W1b of the [MDC's Water Supply] Ordinances, [as amended] from time to time, which is based solely on meter size; and (c) the surcharge for water supplied outside the [MDC's] boundaries as set forth in Section W1c of the [MDC's Water Supply] Ordinances, [as amended] from time to time, which is applied to all customers in non-member towns and which is based solely on meter size.

Id. at ¶19, p. 17.

Finally, the Agreement is tied to several permits which have been issued by Connecticut state agencies, one of which is a Water Diversion Permit (the "Permit") issued by the Connecticut DEEP, most recently in January of 2024. In relevant part, the Permit authorizes the Town and the MDC, *both of whom are permittees*, to transfer a maximum of 2.0 million gpd at a maximum average of 1.1 million gpd on an annual basis and 401.5 million gallons of water per year. See Permit No. DIVC-202306582, at p. 1.

The Town is not asking to change its current obligations to the MDC, or the MDC's obligations to the Town, but rather, only asks to maintain the status quo while they work through the intricacies of the Project. The Project is complicated and, although much preliminary work has been done, between additional testing, Project design and bidding, as well as local and state permitting requirements, the anticipated completion date for the Project is 2 years, but could extend to 3 or 4 years, based on how permitting and construction progresses. Accordingly, the Town is asking for a two-year extension with two one-year options to renew.

### **C. The Plan Going Forward**

It is important to note that the Town and the MDC have had a collaborative relationship for nearly 30 years. The Town has NO INTENTION OF ENDING ITS RELATIONSHIP WITH THE MDC. Even when the Project is completed, it is contemplated that the Town will maintain a contract with the MDC for water supplies. The problem is that such an agreement cannot be negotiated at this juncture because there are just too many unknowns as to what eventually may be required. The "new" contract will also require the parties to work collaboratively with the DEEP to modify the Permit. The Town is fully committed to working with the MDC on a new agreement going forward and as soon as the information necessary is available to ensure a smooth transition and adequate water supply for the Town's residents. Such a negotiation is simply impossible right now.



#### **D. Why the Extensions Make Sense**

In the many meetings the Town has had with MDC staff, a number of statements have been made as to why a recommendation to not renew the Agreement would be made to this Board. We address each one in turn:

##### **1. Wholesale Water Metering.**

The Town has been told that the Board wants to move away from wholesale delivery of water to non-member towns. This was based upon the perception that Towns like Portland are not paying their fair share of infrastructure costs. This should not apply to Portland because the Town maintains all of its own water and sewer infrastructure. It also pays the same full water rates as other municipal customers. In addition, this short extension means that what has been in place for 30 years will only continue for a short period of time. In other words, we are not asking for a 30-year extension that would bind the MDC for a lengthy period of time. This also has no bearing on any agreements the MDC may reach with other non-member towns going forward.

##### **2. Budgeting**

We have been told that the expiring Agreement presents a budgeting issue for the MDC. The extension we are requesting will give both parties the ability to budget properly for the next two to four years.

#### **E. PFAS**

Much has been made about whether the Town's existing well has PFAS that will affect its ability to provide potable water. The data has been rechecked and there are no actionable levels of PFAS in the existing well, nor in the new Production Well tests performed to date.

#### **F. Additional Water Commitment or Reduced Reserves**

Staff has suggested that it will recommend that the MDC insist that the Town accept an additional 200,000-250,000 gallons of water per day during the renewal periods. That requirement is untenable and would result in additional costs to the Town's ratepayers in the amount of more than \$480,000.00. It also may exceed, on many occasions, the maximum daily average allowed under the existing Permit.

A reduction in reserves also is problematic. Not only does it undermine the permit obligations, but the Town has, on many occasions, reached the daily maximum average. Reducing the reserves could put the water supply to Town residents in jeopardy during the renewal periods. Reducing the reserves can also be particularly

detrimental in cases where the Town's well requires emergency maintenance, as has been experienced as recently as this past month.

#### **G. Time to Sell Water to Others**

Staff is concerned that it will not have enough time to sell the water Portland no longer needs based upon the Project completion. As noted above, there is an absolute commitment for two years with two optional one-year renewals. Such additional renewals could be conditioned upon at least six months' notice as to whether it will be exercised or not. Based upon the MDC's existing reserves and such lengthy notice, this should provide ample planning time for the MDC to utilize its existing reserves, and those that may become available. Therefore, there should not be a realistic concern that new water consumers cannot be found in the interim, as the MDC's reserves appear plentiful.

#### **H. Water Shutoff**

Staff has also stated that if there is no agreement in place, the MDC will shut the Town off in January 2026. While we do not agree this can be lawfully done, it is very concerning after a 30-year relationship, that the MDC would threaten the residents of the Town that rely on that water every day. We trust and assert that the parties should continue to work together in good faith to maintain our 30-year working relationship going forward.

#### **I. Conclusion**

In the end, the fair, equitable and lawful thing to do is to maintain the status quo until a new agreement and modifications to the diversion permit can be made. The Town is committed to continuing its relationship with the MDC and to act in good faith going forward. Maintaining the status quo does not harm the MDC and actually provides several benefits outlined above, like budgeting, planning for future needs, modifying the diversion permit, etc.

The Town looks forward to working with you and thanks you for your consideration.

Town of Portland First Selectman Michael Pelton stated that Portland is trying to go as fast as possible to get their new water source, but things move slowly. He stated that he does not want to change the arrangement with MDC and they would like to extend their contract for at least two more years, with options to renew for two 1-year extensions, and they do not want to end their relationship with the MDC.

Jim Tripp, Town of Portland Selectman, stated that Portland has had a good relationship with the MDC for 30 years and the decision that the Town of Portland has engaged in was not taken lightly. Prior conversations with MDC were had in good faith to prepare for the future.

**REPORT FROM DISTRICT CHAIRMAN**

District Chairman Currey did not provide a report.

**REPORT FROM CHIEF EXECUTIVE OFFICER**

Chief Executive Officer Jellison asked EEO Officer Rita Kelly to provide an update on the District's Affirmative Action Plan recently submitted to CHRO. She stated that she hopes to receive a response from CHRO in October and is optimistic that the MDCs trend of approvals of our plan by CHRO will continue.

**REPORT FROM DISTRICT COUNSEL**

District Counsel Stone did not provide a report.

**RECENT GENERAL OBLIGATION BOND SALE**

Jonathan Perugini, Chief Financial Officer/Director of Finance provided a presentation on the recent general obligation bond sale.

**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:

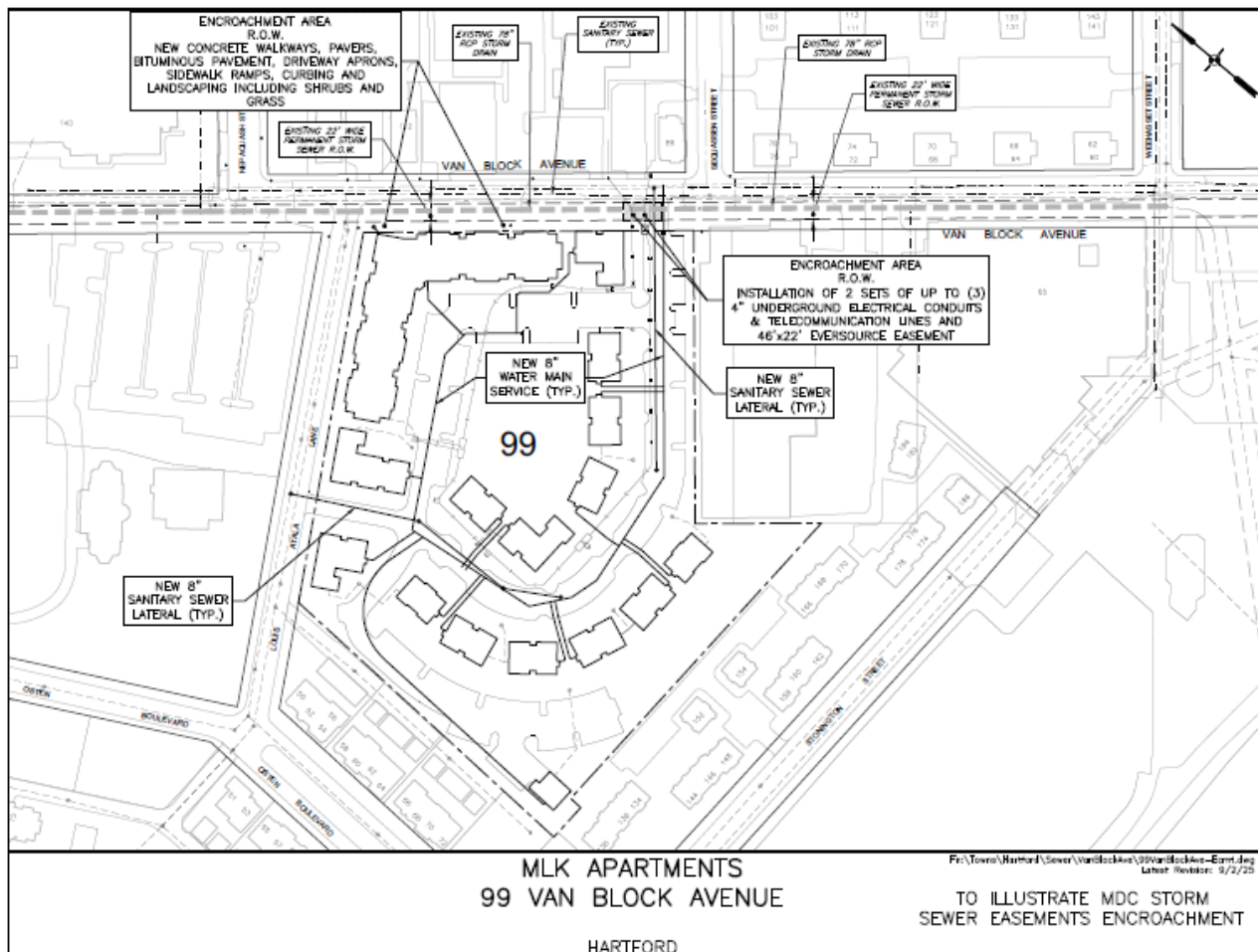
RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute an agreement, subject to approval of form and content by District Counsel, granting permission to MLK Apartments LLC, to encroach upon the MDC existing twenty two-foot-wide (22') ROW situated on the Property in 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,

*John Mirtle*

John S. Mirtle  
District Clerk



**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](mailto:aaron@vestacorp.com).

Thank you,

Aaron Greenblatt

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

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

*On motion made by Commissioner DiBella and duly seconded, the Town of Portland water agreement was referred to the Water Bureau by unanimous vote of those present.*

*Commissioner Woulfe ended his virtual attendance and entered the meeting in person at 6:26 PM*

**WINDSOR STREET, HARTFORD SEWER PROJECT**

Mike McGuire of CDM Smith provided a presentation regarding the Windsor Street, Hartford Sewer Project

**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,

  
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. Commissioner Salemi abstained.*

*Chairman Currey stated he would entertain a motion to delegate this task to the Board of Finance for 2025. Commissioner Torres made said motion, which was duly seconded, and passed by unanimous vote of those present.*

*Commissioner Gardow exited the meeting at 7:14 PM*



***Without objection, Chairman Currey called a recess at 7:14 PM***

***Chairman Currey called the meeting back to order at 7:22 PM***

***At 7:23 PM, Chairman Currey requested an executive session to discuss pending claims and litigation as follows:***

***Agenda item #15 “Settlement of Workers’ Compensation Claims – Stanley Andrukonis”,***

***Agenda item #16 “Settlement of Workers’ Compensation Claims – Joseph Allard”,***

***Agenda item #17 “Pending Litigation – 2895 Main Street LLC et al v. MDC et al.”,***

***Agenda item #18 “Settlement of Pending Claim – Daphney Ellis”, and Agenda item #19 “Bushnell South Development and Pending Claims relating to Marriott Hotel Sewer Assessment and Buckingham Street Garage Discharge Fees”.***

***Chairman Currey stated that agenda items in executive session will be discussed in the following order: Agenda Item #19 “Bushnell South Development and Pending Claims relating to Marriott Hotel Sewer Assessment and Buckingham Street Garage Discharge Fees”, Agenda Item #15 “Settlement of Workers’ Compensation Claims – Stanley Andrukonis”, Agenda Item #16 “Settlement of Workers’ Compensation Claims – Joseph Allard”, Agenda Item #18 “Settlement of Pending Claim – Daphney Ellis”, and Agenda item #17 “Pending Litigation – 2895 Main Street LLC et al v. MDC et al.”***

***Commissioner DiBella made a motion to enter into executive session which was duly seconded and passed by unanimous vote.***

Those in attendance during the executive session:

District Chairman Donald Currey; Commissioners Andrew Adil (remote), John Avedisian, John Bazzano, C. Avery Buell, Richard Bush (remote), Dimple Desai (remote), William DiBella, David Drake, John Gale, Peter Gardow, Joan Gentile, Allen Hoffman, Gary Johnson, Mary LaChance (remote), Byron Lester (remote), Maureen Magnan (remote), Jacqueline Mandyck, Dominic Pane, Pasquale J. Salemi (remote), David Steuber (remote), Alvin Taylor (remote), Chris Tierinni, Calixto Torres Chief Executive Officer Scott W. Jellison; District Counsel Christopher Stone; Assistant District Counsel/District Clerk John Mirtle; Chief Operating Officer Christopher Levesque and Assistant Manager of Engineering Jason Waterbury.

***At 8:07 PM, Christopher Levesque and Jason Waterbury exited the executive session.***

***At 8:10 PM, Commissioner Salemi (remote attendance) exited the executive session and meeting.***

***At 8:17 PM, Commissioner Woulfe recused himself and exited the executive session for discussions regarding agenda item #17 “Pending Litigation – 2895 Main Street LLC et al v. MDC et al.”***

***At 8:47 PM, Commissioner Taylor (remote attendance) exited the executive session and meeting.***

### **RECONVENE**

At 8:50 PM, Chairman Currey requested to come out of executive session and Commissioner Pane made a motion to come out of executive session, which was duly seconded, the District Board came out of executive session and reconvened.

***At 8:51 PM, Commissioner Woulfe recused himself and exited the meeting during the vote regarding agenda item #17 “Pending Litigation – 2895 Main Street LLC et al v. MDC et al.”***

### **SETTLEMENT OF PENDING LITIGATION 2895 MAIN ST LLC et al. v MDC et al.**

To: District Board

September 8, 2025

**RESOLVED**, that pursuant to Section B2f of the By-Laws of The Metropolitan District, the Board of Commissioners of The Metropolitan District hereby authorizes District Counsel, or his designee, to settle the pending state lawsuit caption of **2895 MAIN ST LLC et al. v MDC et al.** Docket No. HHD-CV-23-6173238-S (“Lawsuit”), for the total sum of \$50,000.00, paid by the District as its contribution only towards the damage claim set forth below, and in addition to monetary contributions from other defendants, as full and final settlement of the Lawsuit, subject to the proper execution of any and all documents reasonably necessary to effect said settlement, including but not limited to a general release and the formal withdrawal of said action.

The specific damages to which the District’s contribution applies relate solely to a reimbursement of a portion of the cost incurred by the Plaintiffs to modify, repair or otherwise restore the stormwater infrastructure within its property designed to prevent, to the extent possible and without any representation by the District or its staff as to the efficacy of said stormwater infrastructure modifications or repairs, any future discharges from the property of others onto its property and ultimately the building located thereon. In no way does the District’s contribution to settlement relate to damages to the Plaintiffs’ real or personal property, reimbursement for clean-up or repairs to the building located thereon or personal property, equipment or inventory locate thereon, or any other claim for damages referenced in the Lawsuit. In the event of settlement, the release of claims from the Plaintiffs to the District shall contain such language as is reasonably necessary to affirm the foregoing limitation on the District’s contribution.

This contribution is proposed without admission by the District of any wrongdoing, and without prejudice in the event the Lawsuit is not settled. In such event, this offer to compromise is automatically withdrawn.

Respectfully submitted,

  
John S. Mirtle, Esq.  
District Clerk

***On motion made by Commissioner Gale and duly seconded, the report was received and resolution adopted by majority vote of those present. Commissioners Avedisian, Buell, Drake and Pane opposed.***

***At 8:54pm, Commissioner Woulfe reentered the meeting following the vote.***

***Commissioner Gale made a motion to approve agenda items #15 "Settlement of Workers' Compensation Claims – Stanley Andrukonis", #16 "Settlement of Workers' Compensation Claims – Joseph Allard" and #18 "Settlement of Pending Claim – Daphney Ellis." The motion was duly seconded and approved by unanimous vote of those present.***

**PERSONNEL, PENSION AND INSURANCE COMMITTEE  
WORKERS COMPENSATION TENTATIVE AGREEMENT**

To: District Board

September 8, 2025

The Office of District Counsel has authorized our workers' compensation attorney to review outstanding workers' compensation cases to determine, as based upon a financial assessment of expended monies with a projection for future costs, if it is advisable to stipulate to an agreement with the claimant to limit future costs.

As a result of these efforts, a tentative agreement with Stanley Andrukonis (retiree) and his attorney, with assistance from the Workers' Compensation Commissioner assigned to the matter, has been reached to close out his workers' compensation matter. This tentative agreement is fashioned as a full and final settlement to cap all future indemnity and medical claims in the amount of \$128,530.00. A worker's compensation file typically remains open for the individual's lifetime. If this agreement is approved by the Board of Commissioners, the stipulation would still go before the Workers' Compensation Commissioner for final approval.

**VOTED:** That the Office of District counsel recommends to the District Board passage of the following resolution:

**RESOLVED:** That pursuant to Section B2f of the By-Laws of the Metropolitan District, the Board of Commissioners of The Metropolitan District hereby authorizes District Counsel, or his designee, to execute any and all

documents necessary to effect settlement of all Workers' Compensation Indemnity and Medical Claims for Stanley Andrukonis in the amount of \$128,530.00, subject to the final approval by the Workers' Compensation Commissioner.

Respectfully Submitted,



John S. Mirtle  
District Clerk

**PERSONNEL, PENSION AND INSURANCE COMMITTEE  
WORKERS COMPENSATION TENTATIVE AGREEMENT**

To: District Board

September 8, 2025

The Office of District Counsel has authorized our workers' compensation attorney to review outstanding workers' compensation cases to determine, as based upon a financial assessment of expended monies with a projection for future costs, if it is advisable to stipulate to an agreement with the claimant to limit future costs.

As a result of these efforts, a tentative agreement with Joseph Allard (retiree) and his attorney, with assistance from the Workers' Compensation Commissioner assigned to the matter, has been reached to close out his four workers' compensation matters. This tentative agreement is fashioned as a full and final settlement to cap all future indemnity and medical claims in the amount of \$42,000.00, comprising \$17,500.00 for a loss of hearing claim, and \$24,500.00 for three separate claims relating to the claimant's shoulders. Worker's Compensation files typically remain open for the individual's lifetime. If this agreement is approved by the Board of Commissioners, the stipulation would still go before the Workers' Compensation Commissioner for final approval.

**VOTED:** That the Office of District counsel recommends to the District Board passage of the following resolution:

**RESOLVED:** That pursuant to Section B2f of the By-Laws of the Metropolitan District, the Board of Commissioners of The Metropolitan District hereby authorizes District Counsel, or his designee, to execute any and all documents necessary to effect settlement of all Workers' Compensation Indemnity and Medical Claims for Joseph Allard in the amount of \$42,000.00, subject to the final approval by the Workers' Compensation Commissioner.

Respectfully Submitted,



John S. Mirtle  
District Clerk

**SETTLEMENT OF PENDING CLAIM**

To: District Board

September 8, 2025

**RESOLVED**, that pursuant to Section B2f of the By-Laws of The Metropolitan District, the Board of Commissioners of The Metropolitan District hereby authorizes District Counsel, or his designee, to settle the pending claim of Daphney Ellis, claim #F1H1583, for the total sum of \$20,000.00, subject to the proper execution of any and all documents reasonably necessary to effect said settlement, including but not limited to a general release and the formal withdrawal of said action.

Respectfully submitted,



John S. Mirtle, Esq.  
District Clerk

**BUSHNELL SOUTH DEVELOPMENT AND PENDING CLAIMS RELATING TO  
MARRIOTT HOTEL SEWER ASSESSMENT AND BUCKINGHAM STREET  
GARAGE DISCHARGE FEES**

*Commissioner Gale made the following motion: Given that the Attorney General and the Office of Management and Budget, have apparently refused to sign the South Bushnell agreement as accepted and proposed by this body, which includes paragraph 12 as written, move we authorize District staff to renegotiate the agreement by reworking and/or removing paragraph 12, if that will result in an agreement with the state.*

*The above motion was duly seconded by Commissioner Torres. The motion passed by a majority vote. Commissioners Bazzano, DiBella, Drake, Gale, Hoffman, Johnson, Lester, Steuber, Torres, and Woulfe voted in favor (10). Commissioners Adil, Avedisian, Buell, Currey, Desai, Gentile, Pane and Tierinni voted no (8). Commissioner Mandyck abstained. The motion passed with 10 votes in favor, 8 votes opposed and 1 abstention.*

**ADJOURNMENT**

The meeting was adjourned at 9:01 PM.

ATTEST:

John S. Mirtle, Esq.  
District Clerk

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Date of Approval



\*\*Video of the full September 8, 2025 District Board meeting is available at  
<https://www.youtube.com/@MetropolitanDistrictCommission> \*\*