



The Metropolitan District

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**DISTRICT BOARD
REGULAR MEETING
MONDAY, OCTOBER 6, 2025 5:30 PM
555 MAIN STREET, HARTFORD, CT
Dial in #: (415)-655-0001; Access Code: 2318 738 8296#
[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 SEPTEMBER 8, 2025
5. PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS
6. INDEPENDENT CONSUMER ADVOCATE COMMENTS & QUESTIONS RELATIVE TO AGENDA ITEMS
7. ANNOUNCEMENT OF INDEPENDENT CONSUMER ADVOCATE ANNUAL MEETING
– WEDNESDAY, OCTOBER 8, 2025 5:30PM – 555 MAIN STREET, HARTFORD
8. REPORT FROM DISTRICT CHAIRMAN
9. REPORT FROM CHIEF EXECUTIVE OFFICER
10. REPORT FROM DISTRICT COUNSEL
11. REFERRAL OF 2026 PROPOSED BUDGET TO BOARD OF FINANCE
12. CONSIDERATION AND POTENTIAL ACTION RE: EVERSOURCE ELECTRIC
DISTRIBUTION EASEMENT 235 & 245 BRAINARD ROAD, HARTFORD
13. REPORT RE: UPDATE ON EFFECTIVE UTILITY MANAGEMENT SELF-
ASSESSMENT
14. BOARD OF FINANCE - CONSIDERATION AND POTENTIAL ACTION RE: STATE OF CT
DWSRF 2023-7118-1 AMENDMENT (September 29, 2025)
15. BOARD OF FINANCE - CONSIDERATION AND POTENTIAL ACTION RE:
AUTHORIZATION TO EXECUTE PROJECT LOAN AND PROJECT GRANT AGREEMENTS,
PROJECT LOAN AND PROJECT GRANT AND PRINCIPAL FORGIVENESS
AGREEMENTS, AND INTERIM FUNDING OBLIGATIONS AND PROJECT LOAN
OBLIGATIONS IN AN AMOUNT NOT TO EXCEED: (September 29, 2025)
 - A. \$10,000,000 IN ORDER TO FUND A 2024 CAPITAL IMPROVEMENT
PROGRAM – WATER AND INTEGRATED PLAN - WATER MAIN
REPLACEMENTS IN HARTFORD



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- B. **\$3,000,000 IN ORDER TO FUND A 2025 CAPITAL IMPROVEMENT PROGRAM – WATER MAIN REPLACEMENTS IN FARMINGTON AVENUE AREA OF HARTFORD**
 - C. **\$2,000,000 IN ORDER TO FUND A 2025 CAPITAL IMPROVEMENT PROGRAM – WATER MAIN REPLACEMENTS IN HARTFORD & EAST HARTFORD**
- 16. **PERSONNEL, PENSION & INSURANCE COMMITTEE - DISCUSSION AND POTENTIAL ACTION RE: RFP FOR, OR RETENTION OF, CONSULTANT TO DEVELOP SCOPE OF SERVICE AND DETAILED PLAN FOR A MANAGEMENT STUDY (September 22, 2025)**
 - 17. **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)**
 - 18. **OPPORTUNITY FOR GENERAL PUBLIC COMMENTS**
 - 19. **COMMISSIONER REQUESTS FOR CONSIDERATION OF FUTURE AGENDA ITEMS**
 - 20. **ADJOURNMENT**

Budget Summary

Revenue & Expenditure Summary

The District's Proposed budget for 2026 totals \$241,287,525; a \$14,561,434 or 6.4% increase from the appropriation level adopted in support of 2025 operations and programs. The following table summarizes the Proposed 2026 operating revenues and expenditures for the District's Water and Sewer operations.

	2024 Actual	2025 Adopted	2025 Projected	2026 Proposed
<u>Water Revenues</u>				
Sale of Water	\$90,624,603	\$96,863,796	\$91,292,659	\$98,265,965
Other Operating Revenue	9,137,775	9,394,182	9,172,630	12,450,850
Subtotal Operating Revenue	99,762,378	106,257,978	100,465,290	110,716,815
Non-Operating Revenues	7,934,060	9,050,422	7,678,796	8,381,972
Contributions from Other Funds	1,120,920	3,594,548	3,594,548	7,686,046
West Branch Reservoir Maint. (Army Corps)	-	800,000	800,000	-
Subtotal Other Revenues	9,054,980	13,444,970	12,073,344	16,068,018
Total Water Revenues	\$108,817,358	\$119,702,948	\$112,538,634	\$126,784,833
<u>Sewer Revenues</u>				
Tax on Member Municipalities	53,076,600	53,076,600	53,076,600	53,076,600
Revenue from Other Gov't Agencies	15,733,523	16,492,350	15,716,664	17,196,804
Other Sewer Revenues	14,800,178	13,774,350	13,109,401	18,374,554
Sewer User Charge Revenues	16,857,728	14,578,258	15,751,595	16,354,240
Subtotal Operating Revenue	100,468,029	97,921,558	97,654,260	105,002,199
DEEP Contingency	-	1,980,000	1,980,000	1,980,000
Contributions from Other Funds	9,874,802	7,121,585	7,121,585	7,520,494
Subtotal Non-Operating Revenue	9,874,802	9,101,585	9,101,585	9,500,494
Total Sewer Revenues	\$110,342,831	\$107,023,143	\$106,755,845	\$114,502,693
Total Water and Sewer Revenues	\$219,160,189	\$226,726,091	\$219,294,479	\$241,287,525
<u>Expenditures</u>				
District Board	\$449,889	\$646,000	\$541,565	\$663,500
Executive Office	2,896,408	3,248,702	3,001,388	3,424,409
Legal	1,326,492	1,600,976	1,493,553	1,647,620
Administrative Office	741,784	748,887	706,305	752,239
Finance	6,082,266	6,845,590	6,503,447	7,209,458
Information Technology	9,094,165	10,599,195	7,358,478	10,211,627
Engineering and Planning	748,292	379,000	238,367	1,067,650
Water Treatment & Supply	7,915,315	9,320,707	9,054,453	9,874,731
Water Pollution Control	19,449,812	21,963,385	20,548,769	25,315,201
Laboratory Services	1,563,454	1,698,767	1,700,502	1,956,129
Maintenance	12,026,990	13,701,120	12,553,604	13,975,648
Operating Office	506,505	534,362	525,591	696,589
Environment, Health & Safety	970,515	1,304,149	1,120,379	1,152,670
Command Center	6,332,967	6,642,285	6,396,640	6,011,776
Operations	14,995,702	15,953,569	15,585,683	17,299,238
Patrol	1,215,895	1,390,701	1,278,523	1,755,170
Debt Service	81,374,949	87,621,810	87,621,810	95,538,073
Employee Benefits	25,361,584	29,430,327	29,584,205	30,194,090
General Insurance	2,324,105	2,365,193	2,371,225	2,610,341
Taxes and Fees	3,798,576	3,810,500	3,810,500	3,810,500
Special Agr. and Programs	3,622,209	4,940,866	4,514,319	4,140,866
Contingencies	-	1,980,000	1,980,000	1,980,000
Total Water and Sewer Expenditures	\$202,797,872	\$226,726,091	\$218,489,308	\$241,287,525

Budget Summary

Revenue & Expenditure Summary

The following table summarizes the revenues and expenditures for the District's Water operations.

	2024 Actual	2025 Adopted	2025 Projected	2026 Proposed
<u>REVENUES</u>				
Sale of Water	\$90,624,603	\$96,863,796	\$91,292,659	\$98,265,965
Other Operating Revenues	9,137,775	9,394,182	9,172,630	12,450,850
Subtotal Operating Revenue	99,762,378	106,257,978	100,465,290	110,716,815
Non-Operating Revenues	7,934,060	9,050,422	7,678,796	8,381,972
Contributions from Other Funds	1,120,920	3,594,548	3,594,548	7,686,046
West Branch Reservoir Maint. (Army Corps)	-	800,000	800,000	-
Subtotal Other Revenues	9,054,980	13,444,970	12,073,344	16,068,018
Total Water Revenues	\$108,817,358	\$119,702,948	\$112,538,634	\$126,784,833
<u>EXPENDITURES</u>				
District Board	\$229,489	\$329,460	\$276,198	\$338,385
Executive Office	1,477,208	\$1,656,839	1,530,709	\$1,746,450
Legal	676,492	\$816,498	761,713	\$840,286
Administrative Office	378,284	\$381,933	360,216	\$383,643
Finance	3,101,866	\$3,491,254	3,316,760	\$3,676,826
Information Technology	6,093,065	\$7,101,461	4,930,181	\$6,841,790
Engineering and Planning	381,692	\$193,290	121,568	\$544,502
Water Treatment & Supply	7,915,315	\$9,320,707	9,054,453	\$9,874,731
Laboratory Services	813,054	\$883,359	884,262	\$1,017,187
Maintenance	6,133,690	\$6,987,571	6,402,304	\$7,127,581
Operating Office	258,305	\$272,525	268,052	\$355,260
Environment, Health & Safety	495,015	\$665,116	571,395	\$587,862
Command Center	4,179,767	\$4,383,908	4,221,783	\$3,967,772
Operations	11,246,802	\$11,965,177	11,689,283	\$12,974,428
Patrol	1,215,895	\$1,390,701	1,278,523	\$1,755,170
Debt Service	39,978,759	\$45,491,854	45,491,854	\$50,614,505
Employee Benefits	13,948,884	\$16,186,680	16,271,313	\$16,606,750
General Insurance	1,394,505	\$1,419,116	1,422,735	\$1,566,205
Taxes and Fees	3,798,576	\$3,810,500	3,810,500	\$3,810,500
Special Agr. and Programs	1,905,613	\$2,955,000	2,793,104	\$2,155,000
Total Water Expenditures	\$105,622,275	\$119,702,948	\$115,456,908	\$126,784,833

Budget Summary

Revenue & Expenditure Summary

The following table summarizes the revenues and expenditures for the District's Sewer operations.

	2024 Actual	2025 Adopted	2025 Projected	2026 Proposed
REVENUES				
Tax on Member Municipalities	\$53,076,600	\$53,076,600	\$53,076,600	\$53,076,600
Revenue from Other Gov't Agencies	15,733,523	16,492,350	15,716,664	17,196,804
Other Sewer Revenues	14,800,178	13,774,350	13,109,401	18,374,554
Sewer User Charge Revenues	16,857,728	14,578,258	15,751,595	16,354,240
Subtotal Operating Revenue	100,468,029	97,921,558	97,654,260	105,002,199
DEEP Contingency	-	1,980,000	1,980,000	1,980,000
Contributions from Other Funds	9,874,802	7,121,585	7,121,585	7,520,494
Subtotal Other Revenues	9,874,802	9,101,585	9,101,585	9,500,494
Total Sewer Revenues	\$110,342,831	\$107,023,143	\$106,755,845	\$114,502,693
EXPENDITURES				
District Board	\$220,400	\$316,540	\$265,367	\$325,115
Executive Office	1,419,200	1,591,863	1,470,679	1,677,959
Legal	650,000	784,478	731,840	807,334
Administrative Office	363,500	366,954	346,089	368,596
Finance	2,980,400	3,354,336	3,186,687	3,532,632
Information Technology	3,001,100	3,497,734	2,428,297	3,369,837
Engineering and Planning	366,600	185,710	116,799	523,148
Water Pollution Control	19,449,812	21,963,385	20,548,769	25,315,201
Laboratory Services	750,400	815,408	816,240	938,942
Maintenance	5,893,300	6,713,549	6,151,300	6,848,068
Operating Office	248,200	261,837	257,539	341,329
Environment, Health & Safety	475,500	639,033	548,984	564,808
Command Center	2,153,200	2,258,377	2,174,857	2,044,004
Operations	3,748,900	3,988,392	3,896,400	4,324,809
Debt Service	41,396,189	42,129,956	42,129,956	44,923,568
Employee Benefits	11,412,700	13,243,647	13,312,892	13,587,341
General Insurance	929,600	946,077	948,490	1,044,136
Special Agr. and Programs	1,716,597	1,985,866	1,721,215	1,985,866
Contingencies	-	1,980,000	1,980,000	1,980,000
Total Sewer Expenditures	\$97,175,597	\$107,023,143	\$103,032,400	\$114,502,693

Budget Summary

Revenue & Expenditure Summary

Proposed water and sewer revenues for 2026 total \$241,287,525, an increase of \$14,561,434 or 6.4% from the adopted 2025 level. The water revenues increased by \$7,081,884, and the sewer revenues increased by \$7,479,550.

	2024 Actual	2025 Adopted	2025 Projected	2026 Proposed
<u>Water Revenues</u>				
Sale of Water	\$90,624,603	\$96,863,796	\$91,292,659	\$98,265,965
Other Operating Revenue	9,137,775	9,394,182	9,172,630	12,450,850
Subtotal Operating Revenue	99,762,378	106,257,978	100,465,290	110,716,815
Non-Operating Revenues	7,934,060	9,050,422	7,678,796	8,381,972
Contributions from Other Funds	1,120,920	3,594,548	3,594,548	7,686,046
West Branch Reservoir Maint. (Army Corps)	-	800,000	800,000	-
Subtotal Other Revenues	9,054,980	13,444,970	12,073,344	16,068,018
Total Water Revenues	\$108,817,358	\$119,702,948	\$112,538,634	\$126,784,833
<u>Sewer Revenues</u>				
Tax on Member Municipalities	53,076,600	53,076,600	53,076,600	53,076,600
Revenue from Other Gov't Agencies	15,733,523	16,492,350	15,716,664	17,196,804
Other Sewer Revenues	14,800,178	13,774,350	13,109,401	18,374,554
Sewer User Charge Revenues	16,857,728	14,578,258	15,751,595	16,354,240
Subtotal Operating Revenue	100,468,029	97,921,558	97,654,260	105,002,199
DEEP Contingency	-	1,980,000	1,980,000	1,980,000
Contributions from Other Funds	9,874,802	7,121,585	7,121,585	7,520,494
Subtotal Non-Operating Revenue	9,874,802	9,101,585	9,101,585	9,500,494
Total Sewer Revenues	\$110,342,831	\$107,023,143	\$106,755,845	\$114,502,693
Total Water and Sewer Revenues	\$219,160,189	\$226,726,091	\$219,294,479	\$241,287,525

Budget Summary

Revenue & Expenditure Summary

Member Municipalities Tax History


	2022	2023	2024	2025	2026
Ad Valorem Budget	Adopted	Adopted	Adopted	Adopted	Proposed
Hartford	\$14,067,500	\$13,923,310	\$13,817,887	\$13,817,887	\$13,511,975
East Hartford	6,264,400	6,227,300	6,130,552	6,130,552	6,070,679
Newington	4,799,100	4,776,720	4,791,089	4,791,089	5,180,839
Wethersfield	4,252,500	4,266,270	4,239,858	4,239,858	4,264,658
Windsor	4,698,600	4,712,920	4,795,922	4,795,922	4,876,932
Bloomfield	3,868,400	3,831,630	3,750,383	3,750,383	3,766,172
Rocky Hill	3,206,800	3,294,640	3,373,184	3,373,184	3,387,861
West Hartford	11,919,300	12,043,810	12,177,725	12,177,725	12,017,484
Total	\$53,076,600	\$53,076,600	\$53,076,600	\$53,076,600	\$53,076,600

	2022	2023	2024	2025	2026
Tax % (3yr avg.)	Adopted	Adopted	Adopted	Adopted	Proposed
Hartford	26.50%	26.23%	26.03%	26.03%	25.46%
East Hartford	11.80%	11.73%	11.55%	11.55%	11.44%
Newington	9.04%	9.00%	9.03%	9.03%	9.76%
Wethersfield	8.01%	8.04%	7.99%	7.99%	8.03%
Windsor	8.85%	8.88%	9.04%	9.04%	9.19%
Bloomfield	7.29%	7.22%	7.07%	7.07%	7.10%
Rocky Hill	6.04%	6.21%	6.36%	6.36%	6.38%
West Hartford	22.47%	22.69%	22.93%	22.94%	22.64%
Total	100.00%	100.00%	100.00%	100.00%	100.00%

	2026 Installment Schedule				
Installment Date	1/18/2026	4/15/2026	7/15/2026	10/21/2026	Total
Hartford	\$3,476,375	\$3,476,375	\$3,279,613	\$3,279,613	\$13,511,975
East Hartford	1,532,604	1,532,604	1,502,736	1,502,736	6,070,679
Newington	1,206,214	1,206,214	1,384,206	1,384,206	5,180,839
Wethersfield	1,051,045	1,051,045	1,081,284	1,081,284	4,264,658
Windsor	1,200,299	1,200,299	1,238,167	1,238,167	4,876,932
Bloomfield	898,587	898,587	984,499	984,499	3,766,172
Rocky Hill	834,029	834,029	859,901	859,901	3,387,861
West Hartford	3,069,999	3,069,999	2,938,743	2,938,743	12,017,484
Total	\$13,269,152	\$13,269,152	\$13,269,148	\$13,269,148	\$53,076,600

Note: These allocations are based on 3-year average tax receipts from each town. A weighted average is used to allocate the total Ad Valorem to be collected. Wethersfield and Bloomfield have not provided ACFRs for 2023; as a result, the above allocation charts are preliminary.

Respectfully Submitted,


 John S. Mirtle, Esq.
 District Clerk

**EASEMENT AGREEMENT – ACROSS PROPERTY OF THE METROPOLITAN DISTRICT,
235 AND 245 BRAINARD ROAD, HARTFORD**

To: District Board for consideration October 6, 2025

In a letter dated September 5, 2025, Pietrina Clark, Senior Real Estate Representative of T & D Right of Way of Connecticut Light and Power Company, doing business as Eversource Energy, (“Eversource”), having its principal office in the Town of Berlin, has requested easements across two (2) properties of The Metropolitan District (“MDC” or “District”) located at 235 and 245 Brainard Road (the “Properties”), for the installation of new electric distribution services for the purpose of constructing and installing site improvements for and in connection with new electrical feeds to existing transmission towers serving Brainard Airport and the District’s CSO Tunnel Pump Station Project as shown on the attached map (the “Map”).

Eversource is requesting three (3) new easements of various sizes to install above or underground electric distribution lines and structures including (i) an easement area, 9433 square feet/ 0.217 acres in size, measuring 20 foot-wide and approximately 470 feet in length located within the 235 Brainard Road parcel for proposed (25 kV) single phase primary cable containing underground 4-inch conduits to serve existing transmission towers at Brainard Airport, (ii) an easement area, 17,763 square feet/ 0.408 acres in size, measuring 25 foot-wide and approximately 711 feet in length located within and through the 245 Brainard Road parcel for proposed (25kV) three phase cable containing underground 6-inch conduits to provide primary service and redundant power to the tunnel pump station and equipment located on the west side of Brainard Road, and (iii) an easement area, 5875 square feet/ 0.135 acres in size, measuring approximately 71.5 feet wide by 82.4 feet long located within the 245 Brainard Road parcel to install primary meters and switch gear and underground three phase primary cable for the tunnel pump station and equipment and to provide sufficient area to safely operate and maintain around Eversource and tunnel pump station equipment as shown on the Map (collectively, the “Easement Areas”). The proposed electric lines and structures will be installed approximately 30-inches deep with warning tape placed along the length of the conduits.

MDC staff has concluded that proposed easements will not disrupt existing and future uses of the Properties as a result.

Eversource has agreed to the following conditions in order to satisfy the District’s concerns for protection and access of the Properties:

1. District shall have the right to erect or allow to be erected any buildings, structures, or other utilities infrastructure or improvements outside the Easement Areas within 5 feet of any Eversource facilities and appurtenances installed to provide services to any structures erected on the District’s premises.
2. The District shall have the right to enter in and upon the Easement Areas, to pass and repass over the same or perform any other work necessary or convenient for the construction, maintenance, inspection, use, operation, repair, replacement, or protection of MDC infrastructure as long as that work or activities will not endanger or interfere with said underground electric distribution lines, structures and equipment consisting of poles, guys , braces, wires, cables, conduits, transformers, transformer pads, pedestals, meters, structures for street lights and traffic signals, fixtures and other appurtenances useful for providing electric, communication, signal and streetlighting service (including wires, cables,

and conduits running from poles, transformers, and pedestals to any structure erected on the District's land) and within said Easement Areas.

3. The District agrees and acknowledges that Eversource shall have the right, with the necessary materials, vehicles, personnel and equipment, to enter, travel along and to cross District's driveway as located presently on the below-referenced map or as located in the future ("Driveway") and other designated areas of the Properties, but only to the extent necessary with respect to such areas to access Eversource wires, conduits, poles, structures, electrical appurtenances other equipment that cannot be accessed by the Driveway or the Easement Area, to locate, install, maintain, repair, replace and operate facilities and services within and from the Easement Area.
4. Eversource shall take care during the performance of any electrical work for the purpose of inspecting, maintaining, repairing, or removing the same, and shall have the right, after consultation with the District when practicable, to trim and keep trim, cut and remove such trees or shrubbery as in the judgement of Eversource are necessary to maintain its services provided this work does not limit access and protection of MDC infrastructure located within these Easement Areas.
5. No additional permanent electrical improvements, other than the proposed improvements, shall be located within these Easement Areas without coordination and written permission from the District.
6. The District shall not be held liable for any damage caused to any structure listed above, located within or adjacent to the Easement Areas in the event of an emergency repair of MDC infrastructure. The District will make every effort feasible to minimize damage to these structures; however, the cost of repairs to such structures shall be the responsibility of Eversource.
7. Eversource reserves the right to remove improvements within these Easement Areas at any time if so required for maintenance, repair or replacement of electric service lines, structures, equipment and appurtenances or any part thereof. Eversource shall bear any additional maintenance, repair or replacement costs necessitated by the presence of improvements within these Easement Areas, including any such costs incurred by the District.
8. A preconstruction meeting shall be held prior to commencing any such activities within each property and Easement Areas. An MDC inspector must also be on the job site whenever work is being performed within the Properties and Easement Areas, and Eversource shall be responsible for the cost and expense of such inspector. Forty-eight (48) hours advance notice must be given to the District prior to commencing any such activities within the Easement Areas, except in the case of an emergency, in which case notice must be provided to the District as soon as practicable.
9. The Eversource 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.

10. The Eversource 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 easement agreement shall be executed between Eversource and MDC, consistent with current practice involving similar requests, and filed on the City of Hartford land records.

It is **RECOMMENDED** that it be

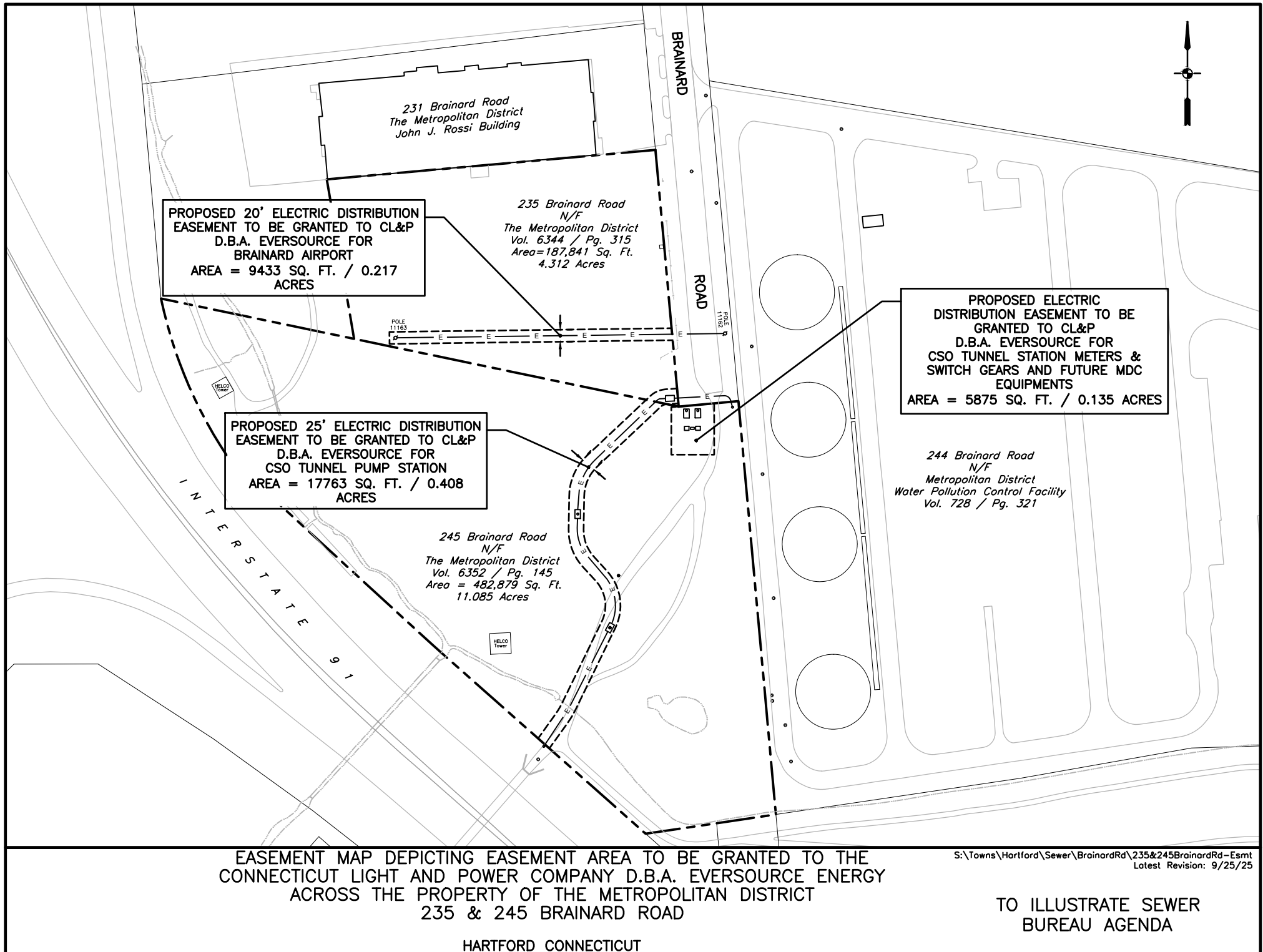
VOTED: That the District Board approve passage of the following resolution:

RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute an agreement, subject to approval of form and content by District Counsel, granting permission to Eversource, to obtain easements across two (2) properties of the MDC located at 235 and 245 Brainard Road for the installation of new electric distribution services for the purpose of constructing and installing site improvements for and in connection with new electrical services lines to (i) existing transmission towers serving Brainard Airport and (ii) the District's CSO Tunnel Pump Station Project, equipment and appurtenances as shown on plans prepared by The Metropolitan District entitled, "EASEMENT MAP DEPICTING EASEMENT AREA TO BE GRANTED TO THE CONNECTICUT LIGHT AND POWER COMPANY D.B.A EVERSOURCE ENERGY ACROSS THE PROPERTY OF THE METROPOLITAN DISTRICT 235 & 245 Brainard Road, Hartford Connecticut. File No. E25149", Sheet 1 of 1, (prepared by) Mark Taylor CT L.S., and (ii) maintain, repair and replace such improvements, provided that (a) Eversource shall obtain all required approvals and (b) such agreement shall not be effective until fully executed by the District and Eversource, 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 that 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 S. Mirtle
District Clerk



**BOARD OF FINANCE
STATE OF CT DWSRF 2023-7118-1 AMENDMENT**

To: District Board

October 6, 2025

From: Board of Finance

Bond Counsel prepared the following resolution for your approval.

At a meeting of the Board of Finance held on September 29, 2025, it was:

VOTED: That the Board of Finance recommends to the District Board adoption of the following resolution from Bond Counsel.

BE IT RESOLVED:

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

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

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

Respectfully submitted,



John S. Mirtle
District Clerk

BOARD OF FINANCE
AUTHORIZATION TO EXECUTE PROJECT LOAN AND PROJECT GRANT
AGREEMENTS, PROJECT LOAN AND PROJECT GRANT AND PRINCIPAL
FORGIVENESS AGREEMENTS, AND INTERIM FUNDING OBLIGATIONS AND
PROJECT LOAN OBLIGATIONS IN AN AMOUNT NOT TO EXCEED: \$10,000,000 IN
ORDER TO FUND A 2024 CAPITAL IMPROVEMENT PROGRAM – WATER AND
INTEGRATED PLAN - WATER MAIN REPLACEMENTS IN HARTFORD

To: District Board

October 6, 2025

From: Board of Finance

Bond Counsel prepared the following resolution for your approval.

At a meeting of the Board of Finance held on September 29, 2025, it was:

VOTED: That the Board of Finance recommends to the District Board adoption of the following resolution from Bond Counsel.

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

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

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

WHEREAS, the Resolution further provides that “the District may issue bonds, notes or certificates of indebtedness authorized hereby in the form of interim funding obligations in anticipation of project loan obligations....as the District Board shall determine, in

accordance with Connecticut laws and the District's Charter, following recommendation of the Board of Finance"; and

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

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

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

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

BE IT RESOLVED:

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

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

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

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

Respectfully submitted,

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

John S. Mirtle
District Clerk

BOARD OF FINANCE
AUTHORIZATION TO EXECUTE PROJECT LOAN AND PROJECT GRANT
AGREEMENTS, PROJECT LOAN AND PROJECT GRANT AND PRINCIPAL
FORGIVENESS AGREEMENTS, AND INTERIM FUNDING OBLIGATIONS AND
PROJECT LOAN OBLIGATIONS IN AN AMOUNT NOT TO EXCEED:
\$3,000,000 IN ORDER TO FUND A 2025 CAPITAL IMPROVEMENT PROGRAM –
WATER MAIN REPLACEMENTS IN FARMINGTON AVENUE AREA OF HARTFORD

To: District Board

October 6, 2025

From: Board of Finance

Bond Counsel prepared the following resolution for your approval.

At a meeting of the Board of Finance held on September 29, 2025, it was:

VOTED: That the Board of Finance recommends to the District Board adoption of the following resolution from Bond Counsel.

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

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

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

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

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

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

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

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

BE IT RESOLVED:

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

Section 2. The Interim Funding Obligations shall be identified in a manner consistent with the Resolution and the applications submitted to DPH, dated as of their

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

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

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

Respectfully submitted,

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

John S. Mirtle
District Clerk

**BOARD OF FINANCE
AUTHORIZATION TO EXECUTE PROJECT LOAN AND PROJECT GRANT
AGREEMENTS, PROJECT LOAN AND PROJECT GRANT AND PRINCIPAL
FORGIVENESS AGREEMENTS, AND INTERIM FUNDING OBLIGATIONS AND
PROJECT LOAN OBLIGATIONS IN AN AMOUNT NOT TO EXCEED:
\$2,000,000 IN ORDER TO FUND A 2025 CAPITAL IMPROVEMENT PROGRAM
– WATER MAIN REPLACEMENTS IN HARTFORD & EAST HARTFORD**

To: District Board

October 6, 2025

From: Board of Finance

Bond Counsel prepared the following resolution for your approval.

At a meeting of the Board of Finance held on September 29, 2025, it was:

VOTED: That the Board of Finance recommends to the District Board adoption of the following resolution from Bond Counsel.

**RESOLUTION TO AUTHORIZE THE DISTRICT TO EXECUTE AND DELIVER ONE
OR MORE PROJECT LOAN AND PROJECT GRANT AGREEMENTS AND ONE OR
MORE PROJECT LOAN AND PROJECT GRANT AND PRINCIPAL FORGIVENESS
AGREEMENTS AND ANY AND ALL INTERIM FUNDING OBLIGATIONS AND
PROJECT LOAN OBLIGATIONS IN AN AMOUNT NOT TO EXCEED \$2,000,000 IN
ORDER TO FUND A 2025 CAPITAL IMPROVEMENT PROGRAM PROJECT**

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

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

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

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

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

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

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

BE IT RESOLVED:

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

Section 2. The Interim Funding Obligations shall be identified in a manner consistent with the Resolution and the applications submitted to DEEP, dated as of their

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

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

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

Respectfully submitted,

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

John S. Mirtle
District Clerk

**PERSONNEL, PENSION & INSURANCE COMMITTEE
RFP FOR CONSULTANT TO DEVELOP SCOPE OF SERVICE
AND DETAILED PLAN FOR A MANAGEMENT STUDY**

To: District Board for consideration October 6, 2025

At a meeting of the Personnel, Pension & Insurance Committee on September 22, 2025, it was:

VOTED: That the Personnel, Pension & Insurance Committee recommends to the District Board to direct staff to issue the draft Request for Proposals.

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

MDC



THE METROPOLITAN DISTRICT*
HARTFORD COUNTY, CONNECTICUT

REQUEST FOR PROPOSALS

FOR

**Development of a Scope of Services and Plan for a
Management Study
RFP NUMBER: 2025R-31**

ISSUED: July TBD, 2025

QUESTIONS DUE: July TBD, 2025 at 4PM

RESPONSES DUE: August TBD, 2025 at 2PM

**Sealed responses will be received by the
District Clerk until 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”) is seeking a qualified consulting firm to develop a Scope of Services and a detailed Plan for a Management Study. The District is looking for industry expertise in developing management plan methodology and scope public and/or governmental organizations of similar size and mission, preferably in the water and sewer/utility industry. Following the completion of this project, the District intends to issue an RFP for a firm to conduct a Management Study of the District utilizing the Scope of Services and Plan developed by the successful Respondent.

NOTE: the successful Respondent for this RFP will be excluded from submitting a proposal in response to the District RFP for Conducting the Management Study.

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 five hundred (500) 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 \$26.46 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 almost 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 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").

Also, 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").

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.

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 can produce 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 and Volume 2: Price, as specified in Part III of the RFP. Respondents are also required to submit one (1) unbound original of the Price Proposal. 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 and Price Volumes may be submitted together in the same package, but the Price Proposal must be submitted in a separate, sealed envelope.

The RFP number, due date and time, and the title of the RFP "Development of a Scope of Services and Plan for a Management Study", 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 2:00 p.m. local time on August TBD, 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 MDC. 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-31), the RFP due date and time, and the RFP title ("Development of a Scope of Services and Plan for a Management Study"), as well as the Respondent's name and address.

The MDC 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 MDC 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 Panel. If interviews are held, which will be determined in the sole discretion of the 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-31) to lmadison@themdc.com by **4:00 p.m. Eastern Time on July TBD, 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 voicemails 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 a decision shall be made by the MDC 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 MDC 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 MDC ProcureWare Site for addenda.

1.6 SUB-CONSULTANTS

Consultants proposing service through sub-consultants will be considered provided that one single firm is identified as the prime consultant. The terms "Firm" and "Consultant" as used herein should be construed to encompass such arrangements. Sub-consultants shall be identified in the RFP response by name, proposed role(s) within the engagement and professional experience level. If the Successful Respondent desires to retain a sub-consultant that was not identified in its Proposal, the MDC shall have the right to accept or reject any such sub-consultant to work on this engagement.

1.7 MISCELLANEOUS

The MDC 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 calendar 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 MDC whereby the main offices at 555 Main Street in Hartford, Connecticut are closed for business.

PART II SCOPE OF SERVICES

2.1 Development of a Scope of Services and Plan for a Management Study

2.1.1 Background: The District is seeking to have an independent and objective review of the existing organization in the form of a comprehensive management study. To that end, this RFP is seeking a consulting firm with industry expertise and experience in the planning and development of comprehensive organizational Management Studies for Government/Municipal public works and/or public/private utilities of similar size and magnitude of the MDC. Ideally, the successful Respondent will have experience consulting with water and sewer utilities on similar project requirements.

There are other on-going District initiatives underway that must be considered as part of the Scope of Services and overall Plan. Specifically:

- The District Board is currently updating its Strategic Plan, and as an initial step, is in the process of completing the “Effective Utility Management (EUM) Self-Assessment.”
- An Employee Climate Survey was conducted in late 2024 and resulting new employee focused initiatives are in the process of being implemented across the company

2.1.2 Scope of Services: The District requires two deliverables: (1) a Comprehensive Scope of Services for the District’s Management Study and (2) a Formal plan for conducting a Management Study. In development of these deliverables, the successful Respondent is expected to consult with the District on:

- Industry best practices – scope, scale, and timeline of today’s management study of a water and sewer utility
- Attend and participate in no more than three (3) in person and additional virtual MDC Board and committee meetings as required, and consult with MDC management and staff as needed, during the project period.

2.1.2.1 Development of Scope of Services Requirements: At a minimum, as part of the Scope of Services, the Management Study scope should include the following:

- A thorough review of the District's current governance structure, to include the District Board and Committees, District Counsel, and Executive Management, including roles and responsibilities as established in applicable By-Laws and Ordinances
- For informational purposes, review of the District's internal 2022 Management Study Department Presentations to the Board
- Review of the District's comprehensive financial documentation publicly available on the District's website
- Review of relevant District Policies and Procedures
- Review of workforce information (e.g. organizational structure, succession planning, training, employee turnover, hiring and onboarding practices, diversity, recruiting)
- Review of business and operational related processes (e.g. planning, asset management, data management, business system applications, IT/OT security, regulatory compliance, risk management)
- Review and incorporation of the Final Strategic Plan approved by the District Board
- Require a Final Report to the District that will include an assessment of the current state of the organization; the Final Report should also include recommendations for management based on any assessment findings or considerations

2.1.2.2 Development of Management Study Plan: At a minimum, as part of the Scope of Services, the Plan for conducting the Management Study should include the following:

- A consultative Plan for the Management Study RFP which supports the Scope of Services deliverable in terms of Best Practices and industry specific considerations
- A detailed timeline for the Management Study RFP based on the current District initiatives and their potential impact on the Management Study outcome

2.2 TERM OF AGREEMENT

The Agreement between the MDC and the successful Respondent will cover the project period until completion of the required deliverables as detailed in 2.1 "Development of Scope of Services and Plan for a Management Study."

2.3 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 successful Respondent shall provide copies of such licenses and certifications to the MDC upon request. The successful Respondent must be licensed to do business in the State of Connecticut.

2.4 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 MDC 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 Agreement to the MDC, the Consultant shall furnish to the MDC a certificate of insurance (see Appendix 'F') for the required insurance policy. Failure to do so shall entitle the MDC 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 MDC, 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 MDC 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, 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.

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.

2.5 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

2.5.1 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 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, 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.

2.5.2 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.

2.5.3 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.

2.5.4 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 2.5.1(1) and 2.5.2(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.

2.5.5 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 2.5.4

2.5.6 The successful Respondent shall include the provisions of Sections 2.5.1, 2.5.2 and 2.5.3 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.

2.5.7 For purposes of this Article 2.5, the term "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).

2.5.5 The District shall not award a contract to a Respondent who has not provided the representation or documentation required under Section 2.5.4, and the successful Respondent warrants that it has provided all such representations and documentation to the District as required under Section 2.5.4 hereof. Respondent shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. In the event of such a change, Respondent shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the State or a political subdivision thereof, whichever is earlier. Respondent shall also certify, in accordance with Section 2.5.4(B) or (C) and not later than fourteen days after the twelve-month anniversary of the most recently filed representation or documentation, that such representation or documentation on file with the State or the political subdivision thereof is current and accurate.

2.5.6 The successful Respondent shall include the provisions of Sections 2.5.1, 2.5.2 and 2.5.3 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.

2.5.7 For purposes of this Article 2.5, the terms “Agreement” shall include any extension or modification of the Agreement, and “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).

2.6 MBE/WBE GOALS

The MDC 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 MDC contracts. The MDC 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 MDC seeks the utilization of qualified and certified MBE/WBEs when such MBE/WBE firms are available.

2.7 FIRM RESPONSIVENESS

Firms must have adequate technical staff capable of performing the project under this engagement.

Responding firms shall state their capacity to apply and commit staff and material resources necessary to meet the MDC’s requirements as described in Section 2.1. Firms shall consider their current and projected workload when making this determination.

PART III PROPOSAL SUBMITTAL REQUIREMENTS

Proposals must be received by the MDC by 2:00PM EDT on August TBD, 2025. Proposals received after the specified deadline shall be deemed non-responsive and ineligible for further evaluation.

The Proposal shall consist of two (2) separate parts: Technical Proposal and Price, each a distinct document identified as volumes.

3.1 VOLUME 1 – TECHNICAL PROPOSAL

Respondents shall submit a detailed Technical Proposal outlining and describing how the Respondent intends to carry out the project. The District seeks brief, concise, and accurate responses. Omissions and/or ambiguous or superfluous statements will be rated unfavorably.

The following items represent the information and materials that must be submitted as part of the Technical Proposal:

3.1.1 COVER LETTER

The Technical Proposal shall include a cover letter that **must identify and designate a primary contact** with the authority to ensure the assignment of resources to meet the needs of the District should the firm be ultimately selected for this project. The cover letter must include a top-level summary that identifies each section of the Proposal.

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

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

The cover letter must also acknowledge the respondent's understanding of Part II; Scope of Services of this RFP.

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

The Management Approach section must clearly demonstrate an in-depth understanding of the District's requirement to develop a scope of services and plan for a management study for the MDC. The Respondent must describe, in narrative form, its approach for managing all aspects of this requirement including staffing and directing the effort, and a timeline for the overall management of the project. A list of assigned staff to be involved with this engagement shall be presented in resume form and shall include:

- Name, current job title, responsibilities and type of work performed for firm;
- Educational background and professional affiliations or relevant certifications identified;
- Summary of experience and role on projects similar to that in this RFP. Include any experience that precedes employment with your firm if applicable to this project.

3.1.3 COMPANY INFORMATION

The Company Information section shall include the following:

- A.** Name of firm and parent company, if any;
- B.** Nature of firm's principal business;
- C.** Address of firm's principal office and of the office from which the account will be serviced;

- D. Name, address, telephone number and email address of person(s) to receive notifications and reply to District inquiries.
- E. Total number of full and part-time staff members employed by Respondent.
- F. The Company Information must also identify 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. Identify any owned ancillary services; and
- G. History of the company including the date firm was established, include former company names, if any, and landmark dates in growth of the company and whether company has any MBE or WBE qualifications.
- H. Size of firm and size of the office from which the project will be supported;
- I. Disclosure of current Consultant services with the District's member municipalities, if any.

3.1.4 FINANCIAL INFORMATION

Responding firms shall provide evidence of the financial conditions of the company 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 contracted projects 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 projects, 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 Project.

3.1.5 REFERENCES AND 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 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. Respondent must specify the following for each engagement:

- A.** Organization name.
- B.** Location of Account.
- C.** Name, title and contact information (telephone number and/or email address) of primary contact person for the engagement.
- D.** General size, scope and requirements of the engagement.
- E.** Respondents may also list additional experience that they deem applicable and relevant to the Scope of Services.

3.1.6 ADDITIONAL REQUIRED FORMS AND DOCUMENTS

Respondents must also 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 – PRICE

Respondents shall submit a separate price proposal in a sealed envelope for the project.

It is anticipated that Respondents shall provide a fixed fee for all deliverables associated with the project, as defined in the Scope of Services, Section 2.1. The fixed fee must be inclusive of travel and all other costs associated with the project deliverables.

Respondents may include a proposed payment schedule based on project milestones, final deliverables, or a lump sum fixed price to be paid at the completion of the project. The price proposal submitted must identify the preferred payment schedule.

RESPONDENT MUST SUBMIT THE PRICE PROPOSAL IN A SEPARATE SEALED ENVELOPE SEPARATE FROM THE TECHNICAL PROPOSAL. FAILURE TO ADHERE TO THIS REQUIREMENT SHALL RESULT IN THE RESPONDENT'S DISQUALIFICATION.

PART IV EVALUATION CRITERIA AND SELECTION PROCESS

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 an Agreement. By submitting a Proposal, the Respondent agrees that all items proposed (if applicable, e.g., personnel, sub-consultants, approach, methodology, plans, etc.) will be utilized for the duration of the Agreement and any substitutions will require prior District approval.

The Respondent will be held responsible for the validity of all information supplied in its Proposal, including information provided by proposed sub-consultant(s). If subsequent investigation discloses that the facts and conditions were not as stated, the Proposal may be rejected.

4.1 EVALUATION CRITERIA

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

4.1.1 Cover letter met all submission requirements of the RFP

4.1.2 Respondent provided an acceptable Management Approach which demonstrated a clear understanding of the requirements, and proposed highly qualified and experienced staff to support the project

4.1.3 Respondent's company and financial information demonstrates industry presence and financial stability

4.1.4 Respondent demonstrated successful performance on similar sized and scoped projects based on references and project engagements presented.

4.1.5 Satisfactory completion of all **required** forms as part of the Technical Proposal as provided in Appendices A through E of the RFP.

4.2 SELECTION PROCESS

4.2.1 Proposals will be evaluated by the MDC acting through a Selection Panel. The Selection Panel shall be comprised of no less than three (3) MDC employees appointed by the Chief Executive Officer of the MDC. The Selection Panel, at its sole discretion, will be responsible for the evaluation. The Selection Panel may determine that a Proposal is non-responsive and may exclude such Proposal from further consideration.

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

4.2.3 After the technical proposal evaluation, the Selection Panel will prepare a List of Finalists, consisting of firms deemed to be Qualified based on the evaluation criteria described in Section 4.1 of the RFP. Price Proposals from Respondents who are not on the List of Finalists will not be opened.

4.2.4 The Selection Panel will present the List of Finalists to the Source Selection Authority (SSA) for this RFP. The SSA for this RFP is the MDC Chief Executive Officer. The Chief Executive Officer may conduct independent due diligence to validate the qualifications of each Finalist prior to the final selection, with such due diligence to be conducted at the SSA's sole discretion.

4.3 AWARD

4.3.1 The MDC intends to award a single Consultant Agreement to the Respondent whose proposal conforms to the RFP requirements and is deemed Qualified at the lowest price to the District.

4.3.2 Selection shall be at the sole discretion of the MDC Chief Executive Officer based upon the lowest priced qualified proposal, unless the Chief Executive Officer determines that the proposal of another finalist, not having the lowest evaluated price proposal offers a specific benefit to the District. If such a determination is made, the contract may be awarded to such finalist, notwithstanding the fact that its Price Proposal is not lowest.

4.4 AGREEMENT

Upon selection, the District and the successful Respondent shall enter into a Consultant Agreement for the development of a Scope of Services and Plan for a Management Study of the District embodying the substance of this RFP.

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 and absolute 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 Proposal. Each Respondent assumes all charges, costs, claims or liability for the preparation and submission of its Proposal. The District is under no obligation to pay or reimburse any Respondent 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 RFP 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, 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 pertaining to State of Connecticut procurement requirements and processes do not apply to municipalities, and therefore, do not apply to the District, except for those provisions regarding small and minority business enterprises and under which the District is deemed a state agency.

PART VI

APPENDICES

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

DRAFT

APPENDIX B

FAIR EMPLOYMENT AND PRACTICES QUALIFICATION FORM

DRAFT

APPENDIX C

AFFIDAVIT OF NON-COLLUSION AND INDEPENDENT PRICE DETERMINATION

DRAFT

APPENDIX D

NON-DISCRIMINATION CERTIFICATION

DRAFT

APPENDIX E

CERTIFICATE OF CORPORATE AUTHORITY

DRAFT

APPENDIX F

CERTIFICATION OF INSURANCE FORM

DRAFT

**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:

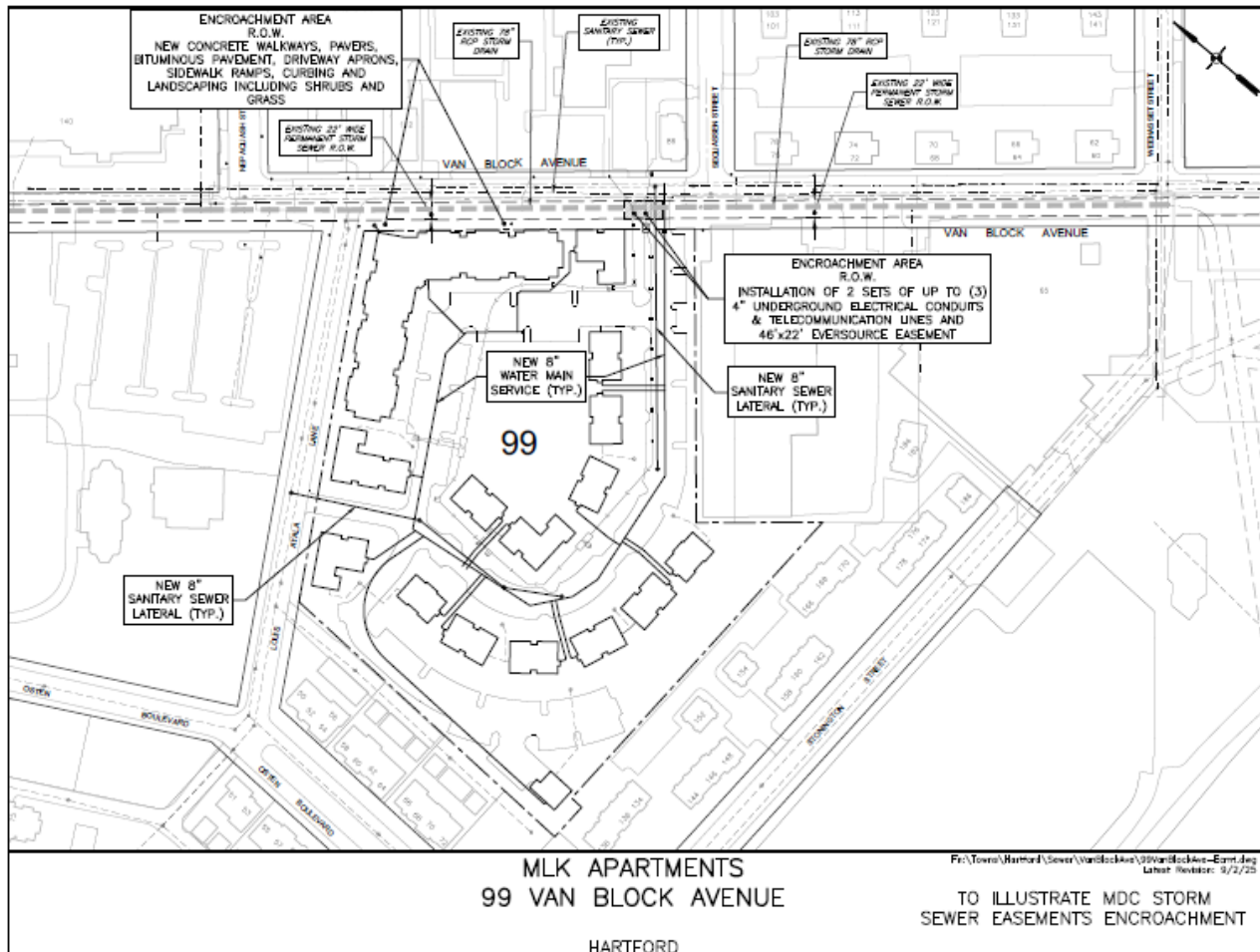
RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute an agreement, subject to approval of form and content by District Counsel, granting permission to MLK Apartments LLC, to encroach upon the MDC existing twenty two-foot-wide (22') ROW situated on the Property in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

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

Date of Approval

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