

THE METROPOLITAN DISTRICT COMMISSION

555 Main Street
Hartford, Connecticut 06103
Monday, December 4, 2017

Present: Commissioners Andrew Adil, John Avedisian, Daniel Camilliere, Donald M. Currey, William A. DiBella, Peter Gardow, Denise Hall, James Healy, Allen Hoffman, Jean Holloway, David Ionno, Kathleen J. Kowalyshyn, Alphonse Marotta, Whit Osgood, Dominic M. Pane, Bhupen Patel, Pasquale J. Salemi, Michael Solomonides Raymond Sweezy, Alvin Taylor, Richard W. Vicino and New Britain Special Representative Michael Carrier (22)

Absent: Commissioners Clifford Avery Buell, Luis Caban, Mary Anne Charron, Timothy J. Fitzgerald, Matthew B. Galligan, Sandra Johnson, Byron Lester and Maureen Magnan (8)

Also

Present: Scott W. Jellison, Chief Executive Officer
John M. Zinzarella, Deputy Chief Executive Officer, Business Services
R. Bartley Halloran, District Counsel
Christopher Stone, Assistant District Counsel
Brendan Fox, Assistant District Counsel
John S. Mirtle, District Clerk
Robert Constable, Director of Finance
Sue Negrelli, Director of Engineering
Kelly Shane, Director of Procurement
Tom Tyler, Director of Facilities
Robert Zaik, Director of Human Resources
Lisa Remsen, Financial Analyst
Kerry E. Martin, Assistant to the Chief Executive Officer
Carrie Blardo, Assistant to the Chief Operating Officer
Cynthia A. Nadolny, Executive Assistant

CALL TO ORDER

The meeting was called to order by Chairman DiBella at 5:47 PM

ROLL CALL AND QUORUM

The District Clerk called the roll and informed 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.

SWEARING IN NEW COMMISSIONER

The District Clerk swore in Commissioner Denise Hall.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

Judy Allen of West Hartford read the following comments:

Comments for the General Board Meeting
December 4, 2017

While I am a member of Save Our Water CT, these comments are my own and not the opinions of Save Our Water CT.

I am a supporter of increases to the water rates because I believe our drinking water is something we take for granted and has been underpriced for a long time. But I also believe that the MDC needs to use the revenue from those rates in a responsible and transparent way.

There are ways to price water that are fairer to consumers and encourage responsible use of our water resources.

Such a rate structure would be determined by the amount of drinking water needed for a typical family's basic needs. Those choosing to use more than that pay more. Drinking water used to fill swimming pools, for lawn irrigation systems and the like should cost more. I also support creating a low income assistance program similar to the low income energy assistance programs that exist now for other utilities.

This budget is full of consultants, lawyers, outside services with no explanation of what the specifics are and why they are needed. Needing so many lawyers so that the MDC can litigate all its problems away is not the best use of our money.

The MDC pays for expensive lobbyists to support or oppose laws we know nothing about. Who do they serve? Are they lobbying for things our towns oppose? Where and how is our money being spent at the state capitol.

In a presentation to the town of Windsor, there is a pie chart showing the 2018 expenditures including 12.68% expenditure for "other". This is bigger than any other category other than debt service and payroll. This is not transparent. What does "other" include?

The MDC's new plan for funding the Clean Water Project is based on a plan that has yet to be approved. It assumes approval to extend completion of the project for another 30 years. Included in the presentation is the EPA's description of how integrated planning can help meet CWA obligations. It says that the "integrated planning approach is not about changing existing regulatory or permitting standards or delaying necessary improvements. This is my concern, that the MDC is counting on approval for a plan that delays necessary improvements and they have no plan "B" if not approved. It does not include an estimate of cost increases for building the needed infrastructure over a 30 year time frame. This is kicking the can down the road.

The MDC needs fresh ideas. For too long the MDC has been doing things a certain way because it is the way its always been done it. The MDC needs to start listening, stop being so defensive, and let member towns take a greater role in MDC decisions.

Judy Allen
West Hartford

Newington State Representative Gary Byron, spoke in opposition of the water rate increase.

Peter Privatera, West Hartford Director of Finance, spoke regarding fiscal responsibility, the increase in ad valorem payments, and asked that the budget be reviewed again.

Jeff Bridges, Wethersfield Town Manager, stated the cost increases are unsustainable and asked that the budget be reviewed again.

David Silverstone introduced himself as the MDC Independent Consumer Advocate.

APPROVAL OF MINUTES

On motion made by Commissioner Sweezy and duly seconded, the meeting minutes of November 1, 2017 were approved.

Commissioners Hall and Vicino Abstained.

REPORT FROM DISTRICT CHAIRMAN

No report delivered by the District Chairman

REPORT FROM CHIEF EXECUTIVE OFFICER

Scott W. Jellison presented the Chief Executive Officer's Report.

REPORT FROM DISTRICT COUNSEL

R. Bartley Halloran presented the District Counsel Report.

At 6:40p.m. Commissioner Marotta exited the meeting.

BOARD OF FINANCE FISCAL YEAR 2018 - CAPITAL IMPROVEMENT BUDGET

To: District Board December 4, 2017

From: Board of Finance

At a meeting of the Board of Finance held on November 8, 2017, it was:

Voted: That the Board of Finance accepts and approves a Capital Improvement Budget for 2018 in the total amount of \$72,700,000 in appropriations to be funded from bonds, note proceeds or other sources as follows:

Wastewater

CCTV Generated Sewer Construction Contracts	\$ 7,000,000
General Purpose Sewer	5,000,000
Madison Ave. Area Sewer Rehabilitation/Replacement, Htfd	2,000,000
Paving Program & Restoration	3,000,000
Sewer Rehabilitation Program	4,600,000
Various Sewer Pipe Replacement/Rehabilitations - District-wide	4,000,000
WPC Infrastructure Rehabilitation, Upgrades & Replacements	<u>5,200,000</u>

Total Wastewater **\$ 30,800,000**

Water

Buckingham St. Area WMR, Hartford	\$ 7,000,000
General Purpose Water Program	2,000,000
Madison Ave. Area WMR, Hartford	5,000,000
Paving Program & Restoration	4,000,000
Radio Frequency - Staffing only	1,000,000
Water Main Replacement Program	5,000,000
Water Treatment Facilities Infrastructure Rehabilitation, Upgrades & Replacements	<u>2,200,000</u>

Total Water **\$ 26,200,000**

Combined

Construction Services	\$ 3,500,000
Engineering Services	2,500,000
Fleet Replacement	800,000
Survey & Construction	5,000,000
Technical Services	<u>3,400,000</u>

Total Combined **\$ 15,200,000**

Hydro

Hydro Rehabilitation	\$ 500,000
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Total Hydro	<u>\$ 500,000</u>
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Wastewater, Water, Combined and Hydro Total	\$ 72,700,000
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Further Voted: That the Board of Finance recommends to the District Board passage of the following resolutions:

Respectfully submitted,

John S. Mirtle, Esq.
District Clerk

AUTHORIZATION TO ISSUE GENERAL OBLIGATION BONDS NOT TO EXCEED \$72,700,000

WHEREAS, the District Board has resolved today to appropriate and issue Bonds for those capital improvements projects numbered 1- 20, inclusive; and

WHEREAS, the District Board wishes to determine the form, date or dates, maturities, manner of sale and other details concerning such bonds;

Now THEREFORE BE IT RESOLVED:

Section 1. To meet the appropriations for the projects set forth in the 2018 CIP Resolutions Nos. 1- 20 inclusive (the "Resolutions"), bonds of the District are authorized in the respective amounts set forth in such Resolutions to be issued in one or more series in accordance with applicable General Statutes of Connecticut, Revision of 1958, as amended to date and as amended from time to time in the future, public acts of the Connecticut General Assembly, as amended to date and as amended from time to time in the future, and special acts of the Connecticut General Assembly, as amended to date and as amended from time to time in the future (together, "Connecticut laws"), and the District's Charter. Said bonds shall be issued in fully registered form, be executed in the name and on behalf of the District by the manual or facsimile signatures of the Chairman or Vice Chairman and the Treasurer or the Deputy Treasurer, and bear the District seal or a facsimile thereof. The bonds may be secured by the full faith and credit of the District and/or by special revenues of the District pledged thereto by the District Board, in accordance with Connecticut laws and the District's Charter. Each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with and that such bond is within every debt and other limit prescribed by law. The aggregate principal amount of the bonds to be issued, the form of issuance as serial, term or discount bonds, the dated

date, final maturity, annual installments of principal, whether interest on the bonds will be fixed or variable, the rate or rates of interest, or method of determining interest rates thereon, whether such interest shall be excluded or included in gross income for federal income tax purposes, denominations, terms of redemption, if any, the date, time of issue and sale and all other terms, details and particulars of such bonds shall be determined by the District Board, in accordance with Connecticut laws and the District's Charter, following recommendation of the Board of Finance. It is hereby found and determined that the issuance of any such bonds the interest on which is included in gross income for federal income tax purposes is in the public interest. The bonds may be sold by competitive bid or negotiated sale, as determined by the District Board. If sold by competitive bid, a notice of sale, or summary thereof, shall be published at least five (5) days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If sold by negotiated sale, the form and details of the bond purchase agreement for the sale of the bonds shall be determined by the District Board.

Section 2. The Treasurer and the Deputy Treasurer are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes or certificates of indebtedness evidencing such borrowings may be sold by competitive bid or negotiated sale, as determined by the Treasurer or Deputy Treasurer, in such manner as shall be determined by said Officers. Said notes or certificates of indebtedness shall be issued in fully registered form, be executed in the name and on behalf of the District by the manual or facsimile signatures of the Chairman or Vice Chairman and the Treasurer or Deputy Treasurer, and bear the District seal or a facsimile thereof. The notes or certificates of indebtedness may be secured by the full faith and credit of the District and/ or by special revenues of the District pledged therefore by the District Board in accordance with Connecticut laws and the District's Charter. Each of the notes shall recite that every requirement of law relating to its issue has been duly complied with and that such note is within every debt and other limit prescribed by law. The net interest cost on such notes or certificates of indebtedness, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on such notes or certificates of indebtedness then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 3. In connection with the issuance of the bonds, notes or certificates of indebtedness authorized hereunder and under the Resolutions ("Authorized Obligations"), the District Board is hereby authorized to approve the terms and conditions of, including necessary covenants, limitations and restrictions on the District necessary to obtain, standby bond purchase agreements, letters of credit, lines of credit, financial guaranty insurance policies, guarantees of the District or third parties, surety agreements, or any similar agreements ("Credit Facilities") with one or more

financial institutions providing Credit Facilities (“Credit Facility Providers”) to provide for additional security for and the purchase upon tender of the Authorized Obligations, if any, under circumstances set forth in the Indentures (defined herein). Credit Facilities shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the Chairman or Vice Chairman and the Treasurer or Deputy Treasurer.

Section 4. In connection with the issuance of Authorized Obligations and interim funding obligations in anticipation of project loan obligations and project loan obligations under Section 22a-475 et seq. of the General Statutes of Connecticut, Revision of 1958, as amended, the so-called “Drinking Water Program” (“Drinking Water Obligations”) or under Section 22a-478 et seq. of the General Statutes of Connecticut, Revision of 1958, as amended, the so-called “Clean Water Fund Program” (“Clean Water Fund Obligations”), the District Board is hereby authorized to approve the terms and conditions of indentures of trust or other instruments of trust (“Indentures”) with commercial banks or national banking associations with trust powers or trust companies to be appointed by the Chairman or Vice Chairman and the Treasurer or Deputy Treasurer (“Trustees”), which provide for, among other things, the rate of rates of interest, or method of determining interest rates thereon, procedures for conducting auctions in an auction rate mode, the denominations, the tender rights of holders, if any, the rights of redemption and redemption prices, the payment of certain fees, the imposition of certain covenants, limitations and restrictions on the District necessary to issue the variable rate bonds, and the execution of various other instruments. Indentures shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the Chairman or Vice Chairman and the Treasurer or Deputy Treasurer.

Section 5. In connection with the issuance of Authorized Obligations bearing interest at variable interest rates, the District Board is hereby authorized to approve the terms and conditions of, including necessary covenants, limitations and restrictions on the District necessary to enter into, remarketing agreements, broker-dealer agreements, auction agency agreements and other agreements (the “Reoffering Agreements”) with remarketing agents, investment banking firms or other financial institutions to be appointed by the Chairman or Vice Chairman and the Treasurer or Deputy Treasurer (“Reoffering Agents”), which provide for, among other things, the terms and conditions for reoffering Authorized Obligations bearing interest at variable interest rates, the Reoffering Agents’ compensation and the disclosure of the District’s financial condition. Reoffering Agreements shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the Chairman or Vice Chairman and the Treasurer or Deputy Treasurer.

Section 6. In connection with the issuance of Authorized Obligations, if permitted by Connecticut laws and the District’s Charter, the District Board is hereby authorized to approve the terms and conditions of, including necessary covenants, limitations and restrictions on the District necessary to obtain, an interest rate swap agreement in the form of the International Swaps and Derivatives Association, Inc. (ISDA) Master Agreement, together with applicable annexes, schedules and

confirmations thereto, contracts to manage interest rate risk, including interest rate caps, options, puts, call or similar arrangements, or such other agreements permitted by Connecticut laws and the District's Charter ("Swap Agreements"), with one or more counterparties to be selected by the Chairman or Vice Chairman and Treasurer or Deputy Treasurer, as Swap Provider (the "Swap Providers"), which provides for, among other things, the effective date or dates of the Swap Agreements, the rate of interest to be paid by the District to the Swap Providers on the principal amount of the bonds (which may be a fixed rate or a variable rate based on an index determined by the Chairman or Vice Chairman and Treasurer or Deputy Treasurer), the rate of interest to be received by the District from the Swap Providers (which may be a fixed rate or a variable rate based on an index determined by the Chairman or Vice Chairman and Treasurer or Deputy Treasurer), the payment of certain fees, the imposition of certain covenants, limitations and restrictions on the District and the execution of various other instruments. Swap Agreements shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the Chairman or Vice Chairman and the Treasurer or Deputy Treasurer. To the extent provided by Connecticut laws, the full faith and credit of the District may be pledged to any and all payments to be made by the District with respect to the Swap Agreements, including, any termination or netting payments to be made by the District.

Section 7. The Chairman or Vice Chairman and Treasurer or Deputy Treasurer are hereby authorized, on behalf of the District, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in the Securities and Exchange Commission Securities Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds, notes and certificates of indebtedness authorized by this resolution. Any agreements or representations to provide information to the MSRB made prior hereto are hereby confirmed, ratified and approved.

Section 8. The District hereby expresses its official intent pursuant to Treasury Regulations Section 1.150-2 to reimburse expenditures paid sixty days prior to and any time after the date of passage of this Resolution in connection with the Resolutions with the proceeds of Authorized Obligations, Drinking Water Obligations or Clean Water Fund Obligations. Said obligations shall be issued to reimburse such expenditures not later than 18 months after the date of the expenditure or such later date the Regulations may authorize. The District hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Chairman or Vice Chairman and the Treasurer or Deputy Treasurer is each individually authorized to pay project expenses in accordance herewith pending the issuance of the Authorized Obligations. This Section is included herein solely for purposes of compliance with Treasury Regulations Section 1.150-2 and may not be used or relied on for any other purpose.

Section 9. In connection with the issuance of Authorized Obligations and Drinking Water Obligations or Clean Water Fund Obligations, the District Board is

hereby authorized to, and if any such action shall heretofore have been taken, such action is hereby ratified and confirmed, (a) publish such notices, hold such hearings, make such representations and agreements, and take such other actions as shall be necessary to enable bond counsel to render its opinions as to the validity of the said obligations and the exclusion of the interest thereon, if applicable, from gross income for federal income tax purposes, (b) make, execute and deliver all such additional and supplemental documents, including, but not limited to any tax compliance agreements, tax certificates, tax forms, investment agreements or assignments, and (c) do and perform such acts and take such actions as may be necessary or required for the consummation of the transactions provided for and contemplated by this Resolution.

2018 CIP PROJECT RESOLUTION NO. 1

RESOLUTION APPROPRIATING \$7,000,000 FOR THE CCTV GENERATED SEWER CONSTRUCTION AND AUTHORIZING THE ISSUANCE OF \$7,000,000 BONDS OF THE DISTRICT TO MEET SAID APPROPRIATION

RESOLVED:

Section 1. The sum of \$7,000,000 is hereby appropriated for construction of various repairs to sanitary sewers which were identified as deficient from routine CCTV inspections, including design, construction, and project administration, legal, administrative and other financing costs related thereto. District forces may be utilized for this program. The District costs may include salary, benefits and overhead.

Section 2. The Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, are authorized in the name and on behalf of the District to apply for and accept any and all federal and state loans and/or grants-in-aid for the project and are further authorized to expend said funds in accordance with the terms thereof. To meet any portion of the costs of the project determined by the State of Connecticut Department of Energy and Environmental Protection to be eligible for funding under Section 22a-478 *et seq.* of the General Statutes of Connecticut, Revision of 1958, as amended (the "Clean Water Fund Program"), 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 and project loan obligations ("Clean Water Fund Obligations") as the District Board shall determine, in accordance with Connecticut laws and the District's Charter, following recommendation of the Board of Finance. Clean Water Fund Obligations, Project Loan and Grant Agreements and any other instruments, agreements or certificates under the Clean Water Fund Program shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, and bear the District seal or a facsimile thereof. The 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 recommendation of the Board of Finance. Clean Water Fund Obligations may be secured by the full faith and credit of the District and/or by special revenues of the District pledged therefore by the District Board in accordance with Connecticut laws and the District's Charter. Each of the Clean Water Fund Obligations shall recite that every requirement of law relating to its issue has been duly complied with and that such obligation is within every debt and other limit prescribed by law.

2018 CIP PROJECT RESOLUTION NO. 2

RESOLUTION APPROPRIATING \$5,000,000 FOR THE GENERAL PURPOSE SEWER PROGRAM AND AUTHORIZING THE ISSUANCE OF \$5,000,000 BONDS OF THE DISTRICT TO MEET SAID APPROPRIATION

RESOLVED:

Section 1. The sum of \$5,000,000 is hereby appropriated for the General Purpose Sewer Program including planning, design and construction of the replacement and/or rehabilitation of existing sewer mains, pump stations, and any related collection system appurtenances at various locations District wide and for legal, administrative and other financing costs related thereto. Such Projects may also include electrical, mechanical, or renewable energy upgrades at District facilities. District forces may be utilized for this program. The District costs may include salary, benefits and overhead.

Section 2. The Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, are authorized in the name and on behalf of the District to apply for and accept any and all federal and state loans and/or grants-in-aid for the project and are further authorized to expend said funds in accordance with the terms thereof. To meet any portion of the costs of the project determined by the State of Connecticut Department of Energy and Environmental Protection to be eligible for funding under Section 22a-478 *et seq.* of the General Statutes of Connecticut, Revision of 1958, as amended (the "Clean Water Fund Program"), 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 and project loan obligations ("Clean Water Fund Obligations") as the District Board shall determine, in accordance with Connecticut laws and the District's Charter, following recommendation of the Board of Finance. Clean Water Fund Obligations, Project Loan and Grant Agreements and any other instruments, agreements or certificates under the Clean Water Fund Program shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, and bear the District seal or a facsimile thereof. The

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 recommendation of the Board of Finance. Clean Water Fund Obligations may be secured by the full faith and credit of the District and/or by special revenues of the District pledged therefore by the District Board in accordance with Connecticut laws and the District's Charter. Each of the Clean Water Fund Obligations shall recite that every requirement of law relating to its issue has been duly complied with and that such obligation is within every debt and other limit prescribed by law.

2018 CIP PROJECT RESOLUTION NO. 3

RESOLUTION APPROPRIATING \$2,000,000 FOR THE MADISON AVENUE AREA SEWER REHABILITATION AND AUTHORIZING THE ISSUANCE OF \$2,000,000 BONDS OF THE DISTRICT TO MEET SAID APPROPRIATION

RESOLVED:

Section 1. The sum of \$2,000,000 is hereby appropriated for the rehabilitation of sewer mains and lateral replacements in the Madison Avenue area of Hartford, for legal, administrative and other financing costs related thereto. District forces may be utilized for this program. The District costs may include salary, benefits and overhead.

Section 2. The Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, are authorized in the name and on behalf of the District to apply for and accept any and all federal and state loans and/or grants-in-aid for the project and are further authorized to expend said funds in accordance with the terms thereof. To meet any portion of the costs of the project determined by the State of Connecticut Department of Energy and Environmental Protection to be eligible for funding under Section 22a-478 et seq. of the General Statutes of Connecticut, Revision of 1958, as amended (the "Clean Water Fund Program"), 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 and project loan obligations ("Clean Water Fund Obligations") as the District Board shall determine, in accordance with Connecticut laws and the District's Charter, following recommendation of the Board of Finance. Clean Water Fund Obligations, Project Loan and Grant Agreements and any other instruments, agreements or certificates under the Clean Water Fund Program shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, and bear the District seal or a facsimile thereof. The 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 recommendation of the Board of Finance. Clean Water Fund Obligations may be secured by the full faith and credit of the District and/or by special revenues of the District pledged therefore by the District Board in accordance with Connecticut laws and the District's Charter. Each of the Clean Water Fund Obligations shall recite that every requirement of law relating to its issue has been duly complied with and that such obligation is within every debt and other limit prescribed by law.

2018 CIP PROJECT RESOLUTION NO. 4

RESOLUTION APPROPRIATING \$3,000,000 FOR THE PAVING PROGRAM AND RESTORATION AUTHORIZING THE ISSUANCE OF \$3,000,000 BONDS OF THE DISTRICT TO MEET SAID APPROPRIATION

RESOLVED:

Section 1. The sum of \$3,000,000 is hereby appropriated for final pavement restoration of roads and other areas as well as unpaved areas disturbed by MDC sewer projects, including material disposal and materials from stock, and for legal, administrative and other financing costs related thereto. District forces may be utilized for this program. The District costs may include salary, benefits and overhead.

Section 2. The Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, are authorized in the name and on behalf of the District to apply for and accept any and all federal and state loans and/or grants-in-aid for the project and are further authorized to expend said funds in accordance with the terms thereof. To meet any portion of the costs of the project determined by the State of Connecticut Department of Energy and Environmental Protection to be eligible for funding under Section 22a-478 et seq. of the General Statutes of Connecticut, Revision of 1958, as amended (the "Clean Water Fund Program"), 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 and project loan obligations ("Clean Water Fund Obligations") as the District Board shall determine, in accordance with Connecticut laws and the District's Charter, following recommendation of the Board of Finance. Clean Water Fund Obligations, Project Loan and Grant Agreements and any other instruments, agreements or certificates under the Clean Water Fund Program shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, and bear the District seal or a facsimile thereof. The 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 recommendation of the Board of Finance. Clean Water Fund Obligations may be secured by the full faith and credit of the District and/or by special revenues of the District pledged therefore by the District Board in accordance with Connecticut laws and the District's Charter. Each of the Clean Water Fund Obligations shall recite that every requirement of law relating to its issue has been duly complied with and that such obligation is within every debt and other limit prescribed by law.

2018 CIP PROJECT RESOLUTION NO. 5

RESOLUTION APPROPRIATING \$4,600,000 FOR THE SEWER REHABILITATION PROGRAM AND AUTHORIZING THE ISSUANCE OF \$4,600,000 BONDS OF THE DISTRICT TO MEET SAID APPROPRIATION

RESOLVED:

Section 1. The sum of \$4,600,000 is hereby appropriated for sewer system investigations (using closed circuit TV inspection, sonar or laser methods) to support the design and construction of rehabilitation and replacement of deteriorating segments of the District's sewer infrastructure, including staffing, equipment, legal, administrative and other financing costs related thereto. District forces may be utilized for this program. The District costs may include salary, benefits and overhead.

Section 2. The Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, are authorized in the name and on behalf of the District to apply for and accept any and all federal and state loans and/or grants-in-aid for the project and are further authorized to expend said funds in accordance with the terms thereof. To meet any portion of the costs of the project determined by the State of Connecticut Department of Energy and Environmental Protection to be eligible for funding under Section 22a-478 et seq. of the General Statutes of Connecticut, Revision of 1958, as amended (the "Clean Water Fund Program"), 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 and project loan obligations ("Clean Water Fund Obligations") as the District Board shall determine, in accordance with Connecticut laws and the District's Charter, following recommendation of the Board of Finance. Clean Water Fund Obligations, Project Loan and Grant Agreements and any other instruments, agreements or certificates under the Clean Water Fund Program shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, and bear the District seal or a facsimile thereof. The

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 recommendation of the Board of Finance. Clean Water Fund Obligations may be secured by the full faith and credit of the District and/or by special revenues of the District pledged therefore by the District Board in accordance with Connecticut laws and the District's Charter. Each of the Clean Water Fund Obligations shall recite that every requirement of law relating to its issue has been duly complied with and that such obligation is within every debt and other limit prescribed by law.

2018 CIP PROJECT RESOLUTION NO. 6

RESOLUTION APPROPRIATING \$4,000,000 FOR VARIOUS SEWER PIPE REPLACEMENT/REHABILITATION PROGRAM – DISTRICT WIDE AND AUTHORIZING THE ISSUANCE OF \$4,000,000 BONDS OF THE DISTRICT TO MEET SAID APPROPRIATION

RESOLVED:

Section 1. The sum of \$4,000,000 is hereby appropriated for the design and construction of sewer system upgrades, replacements and rehabilitation measures District-wide including survey, sewer easement clearing, closed caption TV inspection, the replacement, rehabilitation and or upgrade of District infrastructure, and legal, administrative and other financing costs related thereto. District forces may be utilized for this program. The District costs may include salary, benefits and overhead.

Section 2. The Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, are authorized in the name and on behalf of the District to apply for and accept any and all federal and state loans and/or grants-in-aid for the project and are further authorized to expend said funds in accordance with the terms thereof. To meet any portion of the costs of the project determined by the State of Connecticut Department of Energy and Environmental Protection to be eligible for funding under Section 22a-478 et seq. of the General Statutes of Connecticut, Revision of 1958, as amended (the "Clean Water Fund Program"), 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 and project loan obligations ("Clean Water Fund Obligations") as the District Board shall determine, in accordance with Connecticut laws and the District's Charter, following recommendation of the Board of Finance. Clean Water Fund Obligations, Project Loan and Grant Agreements and any other instruments, agreements or certificates under the Clean Water Fund Program shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence

the Deputy Treasurer, and bear the District seal or a facsimile thereof. The 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 recommendation of the Board of Finance. Clean Water Fund Obligations may be secured by the full faith and credit of the District and/or by special revenues of the District pledged therefore by the District Board in accordance with Connecticut laws and the District's Charter. Each of the Clean Water Fund Obligations shall recite that every requirement of law relating to its issue has been duly complied with and that such obligation is within every debt and other limit prescribed by law.

2018 CIP PROJECT RESOLUTION NO. 7

RESOLUTION APPROPRIATING \$5,200,000 FOR WPC PLANT INFRASTRUCTURE RENEWAL AND REPLACEMENT AND AUTHORIZING THE ISSUANCE OF \$5,200,000 BONDS OF THE DISTRICT TO MEET SAID APPROPRIATION

RESOLVED:

Section 1. The sum of \$5,200,000 is hereby appropriated for the design and construction of a variety of renewal and replacements at the four water pollution control facilities to modernize existing systems, and for legal, administrative and other financing costs related thereto. District forces may be utilized for this program. The District costs may include salary, benefits and overhead.

Section 2. The Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, are authorized in the name and on behalf of the District to apply for and accept any and all federal and state loans and/or grants-in-aid for the project and are further authorized to expend said funds in accordance with the terms thereof. To meet any portion of the costs of the project determined by the State of Connecticut Department of Energy and Environmental Protection to be eligible for funding under Section 22a-478 et seq. of the General Statutes of Connecticut, Revision of 1958, as amended (the "Clean Water Fund Program"), 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 and project loan obligations ("Clean Water Fund Obligations") as the District Board shall determine, in accordance with Connecticut laws and the District's Charter, following recommendation of the Board of Finance. Clean Water Fund Obligations, Project Loan and Grant Agreements and any other instruments, agreements or certificates under the Clean Water Fund Program shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, and bear the District seal or a facsimile thereof. The

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 recommendation of the Board of Finance. Clean Water Fund Obligations may be secured by the full faith and credit of the District and/or by special revenues of the District pledged therefore by the District Board in accordance with Connecticut laws and the District's Charter. Each of the Clean Water Fund Obligations shall recite that every requirement of law relating to its issue has been duly complied with and that such obligation is within every debt and other limit prescribed by law.

2018 CIP PROJECT RESOLUTION NO. 8

RESOLUTION APPROPRIATING \$7,000,000 FOR THE BUCKINGHAM STREET AREA WATER MAIN REPLACEMENT AND AUTHORIZING THE ISSUANCE OF \$7,000,000 BONDS OF THE DISTRICT TO MEET SAID APPROPRIATION

RESOLVED:

Section 1. The sum of \$7,000,000 is hereby appropriated for the construction, of water mains and service replacements in the Buckingham Street area of Hartford, to replace aging or failing water mains, and legal, administrative and other financing costs related thereto. District forces may be utilized for this program. The District costs may include salary, benefits and overhead.

Section 2. The Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, are authorized in the name and on behalf of the District to apply for and accept any and all federal and state loans and/or grants-in-aid for the project and are further authorized to expend said funds in accordance with the terms thereof. To meet any portion of the costs of the project determined by the State of Connecticut Department of Energy and Environmental Protection and the State of Connecticut Department of Public Health to be eligible for funding under Section 22a-475 et seq. of the General Statutes of Connecticut, Revision of 1958, as amended (the "Drinking Water Program"), 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 and project loan obligations ("Drinking Water Obligations") as the District Board shall determine, in accordance with Connecticut laws and the District's Charter, following recommendation of the Board of Finance. Drinking Water Obligations, Project Loan Agreements and any other instruments, agreements or certificates under the Drinking Water Program shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, and bear the District seal or a facsimile thereof. The 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 recommendation of the Board of Finance. Drinking Water Obligations may be secured by the full faith and credit of the District and/or by special revenues of the District pledged therefore by the District Board in accordance with Connecticut laws and the District's Charter. Each of the Drinking Water Obligations shall recite that every requirement of law relating to its issue has been duly complied with and that such obligation is within every debt and other limit prescribed by law.

2018 CIP PROJECT RESOLUTION NO. 9

RESOLUTION APPROPRIATING \$2,000,000 FOR THE GENERAL PURPOSE WATER PROGRAM AND AUTHORIZING THE ISSUANCE OF \$2,000,000 BONDS OF THE DISTRICT TO MEET SAID APPROPRIATION

RESOLVED:

Section 1. The sum of \$2,000,000 is hereby appropriated for the replacement or rehabilitation of aging water mains and related system-wide equipment/infrastructure improvements, and electrical, mechanical or renewable energy upgrades, and legal, administrative and other financing costs related thereto. District forces may be utilized for this program. The District costs may include salary, benefits and overhead.

Section 2. The Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, are authorized in the name and on behalf of the District to apply for and accept any and all federal and state loans and/or grants-in-aid for the project and are further authorized to expend said funds in accordance with the terms thereof. To meet any portion of the costs of the project determined by the State of Connecticut Department of Energy and Environmental Protection and the State of Connecticut Department of Public Health to be eligible for funding under Section 22a-475 et seq. of the General Statutes of Connecticut, Revision of 1958, as amended (the "Drinking Water Program"), 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 and project loan obligations ("Drinking Water Obligations") as the District Board shall determine, in accordance with Connecticut laws and the District's Charter, following recommendation of the Board of Finance. Drinking Water Obligations, Project Loan Agreements and any other instruments, agreements or certificates under the Drinking Water Program shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, and bear the District seal or a facsimile thereof. The 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 recommendation of the Board of Finance. Drinking Water Obligations may be secured by the full faith and credit of the District and/or by special revenues of the District pledged therefore by the District Board in accordance with Connecticut laws and the District's Charter. Each of the Drinking Water Obligations shall recite that every requirement of law relating to its issue has been duly complied with and that such obligation is within every debt and other limit prescribed by law.

2018 CIP PROJECT RESOLUTION NO. 10

RESOLUTION APPROPRIATING \$5,000,000 FOR THE MADISON AVENUE AREA WATER MAIN REPLACEMENT AND AUTHORIZING THE ISSUANCE OF \$5,000,000 BONDS OF THE DISTRICT TO MEET SAID APPROPRIATION

RESOLVED:

Section 1. The sum of \$5,000,000 is hereby appropriated for the construction of water mains and service replacements in the Madison Avenue area of Hartford, to replace aging or failing water mains, and legal, administrative and other financing costs related thereto. District forces may be utilized for this program. The District costs may include salary, benefits and overhead.

Section 2. The Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, are authorized in the name and on behalf of the District to apply for and accept any and all federal and state loans and/or grants-in-aid for the project and are further authorized to expend said funds in accordance with the terms thereof. To meet any portion of the costs of the project determined by the State of Connecticut Department of Energy and Environmental Protection and the State of Connecticut Department of Public Health to be eligible for funding under Section 22a-475 et seq. of the General Statutes of Connecticut, Revision of 1958, as amended (the "Drinking Water Program"), 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 and project loan obligations ("Drinking Water Obligations") as the District Board shall determine, in accordance with Connecticut laws and the District's Charter, following recommendation of the Board of Finance. Drinking Water Obligations, Project Loan Agreements and any other instruments, agreements or certificates under the Drinking Water Program shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, and bear the District seal or a facsimile thereof. The 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 recommendation of the Board of Finance. Drinking Water Obligations may be secured by the full faith and credit of the District and/or by special revenues of the District pledged therefore by the District Board in accordance with Connecticut laws and the District's Charter. Each of the Drinking Water Obligations shall recite that every requirement of law relating to its issue has been duly complied with and that such obligation is within every debt and other limit prescribed by law.

2018 CIP PROJECT RESOLUTION NO. 11

RESOLUTION APPROPRIATING \$4,000,000 FOR THE PAVING PROGRAM AND RESTORATION AUTHORIZING THE ISSUANCE OF \$4,000,000 BONDS OF THE DISTRICT TO MEET SAID APPROPRIATION

RESOLVED:

Section 1. The sum of \$4,000,000 is hereby appropriated for final pavement restoration of roads and other areas disturbed by the MDC water projects, including disposal of unsuitable materials and usage of materials from stock, and legal, administrative and other financing costs related thereto. District forces may be utilized for this program. The District costs may include salary, benefits and overhead.

Section 2. The Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, are authorized in the name and on behalf of the District to apply for and accept any and all federal and state loans and/or grants-in-aid for the project and are further authorized to expend said funds in accordance with the terms thereof. To meet any portion of the costs of the project determined by the State of Connecticut Department of Energy and Environmental Protection and the State of Connecticut Department of Public Health to be eligible for funding under Section 22a-475 et seq. of the General Statutes of Connecticut, Revision of 1958, as amended (the "Drinking Water Program"), 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 and project loan obligations ("Drinking Water Obligations") as the District Board shall determine, in accordance with Connecticut laws and the District's Charter, following recommendation of the Board of Finance. Drinking Water Obligations, Project Loan Agreements and any other instruments, agreements or certificates under the Drinking Water Program shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, and bear the District seal or a facsimile thereof. The 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 recommendation of the Board of Finance. Drinking Water Obligations may be secured by the full faith and credit of the District and/or by special revenues of the District pledged therefore by the District Board in accordance with Connecticut laws and the District's Charter. Each of the Drinking Water Obligations shall recite that every requirement of law relating to its issue has been duly complied with and that such obligation is within every debt and other limit prescribed by law.

2018 CIP PROJECT RESOLUTION NO. 12

RESOLUTION APPROPRIATING \$1,000,000 FOR THE RADIO FREQUENCY AUTOMATED METER READING PROGRAM AND AUTHORIZING THE ISSUANCE OF \$1,000,000 BONDS OF THE DISTRICT TO MEET SAID APPROPRIATION

RESOLVED:

Section 1. The sum of \$1,000,000 is hereby appropriated for the radio frequency meter program, standardizing and replacing radio frequency meters and meter reading devices District-wide, and legal, administrative and other financing costs related thereto. District forces may be utilized for this program. The District costs may include salary, benefits and overhead.

Section 2. The Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, are authorized in the name and on behalf of the District to apply for and accept any and all federal and state loans and/or grants-in-aid for the project and are further authorized to expend said funds in accordance with the terms thereof. To meet any portion of the costs of the project determined by the State of Connecticut Department of Energy and Environmental Protection and the State of Connecticut Department of Public Health to be eligible for funding under Section 22a-475 et seq. of the General Statutes of Connecticut, Revision of 1958, as amended (the "Drinking Water Program"), 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 and project loan obligations ("Drinking Water Obligations") as the District Board shall determine, in accordance with Connecticut laws and the District's Charter, following recommendation of the Board of Finance. Drinking Water Obligations, Project Loan Agreements and any other instruments, agreements or certificates under the Drinking Water Program shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, and bear the District seal or a facsimile thereof. The 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 recommendation of the Board of Finance. Drinking Water Obligations may be secured by the full faith and credit of the District and/or by special revenues of the District pledged therefore by the District Board in accordance with Connecticut laws and the District's Charter. Each of the Drinking Water Obligations shall recite that every requirement of law relating to its issue has been duly complied with and that such obligation is within every debt and other limit prescribed by law.

2018 CIP PROJECT RESOLUTION NO. 13

RESOLUTION APPROPRIATING \$5,000,000 FOR THE WATER MAIN REPLACEMENT PROGRAM AND AUTHORIZING THE ISSUANCE OF \$5,000,000 BONDS OF THE DISTRICT TO MEET SAID APPROPRIATION

RESOLVED:

Section 1. The sum of \$5,000,000 is hereby appropriated for the to replace water mains and water services throughout the District that have exceeded their useful lives and/or have experienced numerous breaks, and legal, administrative and other financing costs related thereto. District forces may be utilized for this program. The District costs may include salary, benefits and overhead.

Section 2. The Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, are authorized in the name and on behalf of the District to apply for and accept any and all federal and state loans and/or grants-in-aid for the project and are further authorized to expend said funds in accordance with the terms thereof. To meet any portion of the costs of the project determined by the State of Connecticut Department of Energy and Environmental Protection and the State of Connecticut Department of Public Health to be eligible for funding under Section 22a-475 et seq. of the General Statutes of Connecticut, Revision of 1958, as amended (the "Drinking Water Program"), 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 and project loan obligations ("Drinking Water Obligations") as the District Board shall determine, in accordance with Connecticut laws and the District's Charter, following recommendation of the Board of Finance. Drinking Water Obligations, Project Loan Agreements and any other instruments, agreements or certificates under the Drinking Water Program shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, and bear the District seal or a facsimile thereof. The 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 recommendation of the Board of

Finance. Drinking Water Obligations may be secured by the full faith and credit of the District and/or by special revenues of the District pledged therefore by the District Board in accordance with Connecticut laws and the District's Charter. Each of the Drinking Water Obligations shall recite that every requirement of law relating to its issue has been duly complied with and that such obligation is within every debt and other limit prescribed by law.

2018 CIP PROJECT RESOLUTION NO. 14

RESOLUTION APPROPRIATING \$2,200,000 FOR WATER TREATMENT FACILITIES INFRASTRUCTURE REHABILITATION, UPGRADES & REPLACEMENTS AND AUTHORIZING THE ISSUANCE OF \$2,200,000 BONDS OF THE DISTRICT TO MEET SAID APPROPRIATION

RESOLVED:

Section 1. The sum of \$2,200,000 is hereby appropriated to design and construct a variety of renewal and replacements, including electrical improvements at the three water treatment facilities to modernize existing systems, improve treatment processes, operational reliability and safety, and for legal, administrative and other financing costs related thereto. District forces may be utilized for this program. The District costs may include salary, benefits and overhead.

Section 2. The Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, are authorized in the name and on behalf of the District to apply for and accept any and all federal and state loans and/or grants-in-aid for the project and are further authorized to expend said funds in accordance with the terms thereof. To meet any portion of the costs of the project determined by the State of Connecticut Department of Energy and Environmental Protection and the State of Connecticut Department of Public Health to be eligible for funding under Section 22a-475 et seq. of the General Statutes of Connecticut, Revision of 1958, as amended (the "Drinking Water Program"), 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 and project loan obligations ("Drinking Water Obligations") as the District Board shall determine, in accordance with Connecticut laws and the District's Charter, following recommendation of the Board of Finance. Drinking Water Obligations, Project Loan Agreements and any other instruments, agreements or certificates under the Drinking Water Program shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the Chairman, or in his absence the Vice-Chairman, and the Treasurer, or in his absence the Deputy Treasurer, and bear the District seal or a facsimile thereof. The 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 recommendation of the Board of Finance. Drinking Water Obligations may be secured by the full faith and credit of the District and/or by special revenues of the District pledged therefore by the District Board in accordance with Connecticut laws and the District's Charter. Each of the Drinking Water Obligations shall recite that every requirement of law relating to its issue has been duly complied with and that such obligation is within every debt and other limit prescribed by law.

2018 CIP PROJECT RESOLUTION NO. 15

RESOLUTION APPROPRIATING \$3,500,000 FOR CONSTRUCTION SERVICES AND AUTHORIZING THE ISSUANCE OF \$3,500,000 BONDS OF THE DISTRICT TO MEET SAID APPROPRIATION

RESOLVED:

The sum of \$3,500,000 is hereby appropriated for the costs of the management of District's capital improvement projects including improvements to and expansion of the District's water distribution and sewer collection systems and related work on water and sewage treatment plants and legal, administrative and other financing costs related thereto. District forces may be utilized for this program. The District costs may include salary, benefits and overhead.

2018 CIP PROJECT RESOLUTION NO. 16

RESOLUTION APPROPRIATING \$2,500,000 FOR ENGINEERING SERVICES AND AUTHORIZING THE ISSUANCE OF \$2,500,000 BONDS OF THE DISTRICT TO MEET SAID APPROPRIATION

RESOLVED:

The sum of \$2,500,000 is hereby appropriated for developing and designing the District's capital improvement projects, including improvements to and expansion of the District's water distribution and sewer collection systems and related work on water and sewage treatment plants and legal, administrative and other financing costs related thereto. District forces may be utilized for this program. The District costs may include salary, benefits and overhead.

2018 CIP PROJECT RESOLUTION NO. 17

RESOLUTION APPROPRIATING \$800,000 FOR FLEET AND EQUIPMENT REPLACEMENT AND AUTHORIZING THE ISSUANCE OF \$800,000 BONDS OF THE DISTRICT TO MEET SAID APPROPRIATION

RESOLVED:

The sum of \$800,000 is hereby appropriated for the replacement of transportation and power operated equipment, the purchase of stationary generators, engines and emergency response equipment and legal, administrative and other financing costs related thereto. District forces may be utilized for this program. The District costs may include salary, benefits and overhead.

2018 CIP PROJECT RESOLUTION NO. 18

RESOLUTION APPROPRIATING \$5,000,000 FOR SURVEY & CONSTRUCTION AND AUTHORIZING THE ISSUANCE OF \$5,000,000 BONDS OF THE DISTRICT TO MEET SAID APPROPRIATION

RESOLVED:

The sum of \$5,000,000 is hereby appropriated for the survey and construction inspection of all water and sewer projects within the District's service area, including projects installed under District contract and developer permit agreements and legal, administrative other financing costs related thereto. District forces may be utilized for this program. The District costs may include salary, benefits and overhead.

2018 CIP PROJECT RESOLUTION NO. 19

RESOLUTION APPROPRIATING \$3,400,000 FOR TECHNICAL SERVICES AND AUTHORIZING THE ISSUANCE OF \$3,400,000 BONDS OF THE DISTRICT TO MEET SAID APPROPRIATION

RESOLVED:

The sum of \$3,400,000 is hereby appropriated for technical support to all of the District's capital improvement projects including improvements to and expansion of the District's water distribution and sewer collection systems and related work on water and sewage treatment plants and legal, administrative and other financing costs related thereto. District forces may be utilized for this program. The District costs may include salary, benefits and overhead.

2018 CIP PROJECT RESOLUTION NO. 20

RESOLUTION APPROPRIATING \$500,000 FOR HYDROELECTRIC REHABILITATION AND AUTHORIZING THE ISSUANCE OF \$500,000 BONDS OF THE DISTRICT TO MEET SAID APPROPRIATION

RESOLVED:

The sum of \$500,000 is hereby appropriated for the purchase, upgrade and/or replacement of power operated equipment, turbines and other hydroelectric equipment/infrastructure improvements, including electrical, mechanical or renewable energy upgrades at the District's hydroelectric facilities, and legal, administrative and other financing costs related thereto. District forces may be utilized for this program. The District costs may include salary, benefits and overhead.

On motion made by Commissioner Salemi and duly seconded by Commissioner Pane, the report was received and resolution adopted by majority vote of those present. Commissioners Avedisian, Hall, Ionno and Gardow opposed.

**BOARD OF FINANCE
FISCAL YEAR 2018 - BUDGET EXPENDITURES**

To: District Board December 4, 2017

From: Board of Finance

At a meeting of the Board of Finance held on November 8, 2017, it was:

Voted: That the estimated 2018 budget expenditures in the total amount of \$167,092,900 be referred to the District Board for acceptance and approval as follows:

Budget Appropriations	<u>Water</u>	<u>Sewer</u>	<u>Total</u>
District Board	191,500.00	184,000.00	375,500.00
Executive Office	460,900.00	442,800.00	903,700.00
Legal	859,800.00	826,100.00	1,685,900.00
Human Resources	786,450.00	755,700.00	1,542,150.00
Information Technology	4,791,650.00	2,360,200.00	7,151,850.00
Finance	3,313,400.00	3,183,600.00	6,497,000.00
Environment, Health and Safety	460,400.00	442,300.00	902,700.00

Engineering and Planning	917,200.00	881,300.00	1,798,500.00
Customer Service	2,680,200.00	1,380,700.00	4,060,900.00
Operating Office	275,300.00	264,600.00	539,900.00
Operations	7,369,000.00	2,456,300.00	9,825,300.00
Laboratory Services	859,700.00	793,600.00	1,653,300.00
Water Pollution Control	-	16,745,100.00	16,745,100.00
Maintenance	5,739,800.00	5,514,800.00	11,254,600.00
Water Treatment & Supply	8,861,500.00	-	8,861,500.00
Patrol	1,674,600.00	-	1,674,600.00
Debt Service	28,221,900.00	28,519,400.00	56,741,300.00
Employee Benefits	11,033,100.00	9,027,000.00	20,060,100.00
General Insurance	2,913,500.00	1,248,700.00	4,162,200.00
Taxes and Fees	3,300,500.00	-	3,300,500.00
Special Agreements and Programs	3,405,300.00	1,401,000.00	4,806,300.00
Contingencies	-	2,550,000.00	2,550,000.00
Total Water and Sewer Budget	88,115,700.00	78,977,200.00	167,092,900.00

Respectfully submitted,

John S. Mirtle, Esq.
District Clerk

On motion made by Commissioner Salemi and duly seconded, the report was received and resolution adopted by majority vote of those present. Commissioners Avedisian, Hall, Ionno and Gardow opposed.

**BOARD OF FINANCE
FISCAL YEAR 2018 - BUDGET REVENUES**

To: District Board December 4, 2017

From: Board of Finance
At a meeting of the Board of Finance held on November 8, 2017, it was:

Voted: That the 2018 Budget Revenues in the total amount of \$167,092,900 be referred to the District Board for acceptance and approval as follows:

Revenue	<u>Total</u>
Water Revenues	
Operating Revenues	
Sale of Water	80,183,400.00
Other Operating Revenues	<u>4,265,000.00</u>
Subtotal Operating Revenues	84,448,400.00
Non-Operating Revenues	2,396,900.00
Other Financing Sources	
Contributions from (to Other Funds)	<u>1,270,400.00</u>
Total Source of Revenues – Water Operations	88,115,700.00
Sewer Revenues	
Operating Revenues	
Tax on Member Municipalities	45,004,000.00
Revenue from Other Government Agencies	4,530,000.00
Other Sewer Revenues	14,168,900.00
Sewer User Charge Revenues	<u>11,038,400.00</u>
Subtotal Operating Revenues	74,741,300.00
Other Financing Sources	

Contributions/Transfers from Other Funds	<u>4,235,900.00</u>
Subtotal Other Financing Sources	4,235,900.00
Total Source of Revenues and Other Financing Sources – Sewer Operations	78,977,200.00
Total Source of Revenues and Other Financing Sources – Water and Sewer Operations	167,092,900.00

Respectfully submitted,

John S. Mirtle, Esq.
District Clerk

On motion made by Commissioner Salemi and duly seconded by Commissioner Kowalyshyn, the report was received and resolution adopted by majority vote of those present. Commissioners Avedisian, Hall, Ionno and Gardow opposed.

**BOARD OF FINANCE
FISCAL YEAR 2018 - HYDROELECTRIC EXPENDITURES AND REVENUES**

To: District Board December 4, 2017

From: Board of Finance

At a meeting of the Board of Finance held on November 8, 2017, it was:

Voted: That the Board of Finance recommends to the District Board for acceptance and approval an appropriation of \$895,300 for the operation of the Hydroelectric Program.

Further Voted: That the Board of Finance recommends to the District Board for acceptance and approval estimated Hydroelectric revenues of \$895,300 in support of operations as follows:

Power Sales	\$ 895,300
Interest Income	0
Designated from Surplus	<u>0</u>

Total Hydroelectric \$ 895,300

Respectfully submitted,

John S. Mirtle, Esq.
District Clerk

On motion made by Commissioner Salemi and duly seconded by Commissioner Kowalyszyn, the report was received and resolution adopted by majority vote of those present. Commissioners Avedisian and Hall opposed.

**BOARD OF FINANCE
FISCAL YEAR 2018 - TAX ON MEMBER MUNICIPALITIES**

To: District Board

From: Board of Finance for consideration on December 4, 2017

A Fiscal Year 2018 Tax Levy on The Metropolitan District's member municipalities in the amount of \$45,004,000 is recommended in support of the proposed 2018 budget. In accordance with the District Board's policy, taxes may be paid in quarterly installments. To coincide with the fiscal year cycle (July 1 – June 30) adhered to by the member municipalities, the quarterly tax payments are unbalanced. The amount of the tax due in the first half of 2018 will be equivalent to 50% of the total 2017 tax levy. This amount (when paid) will be subtracted from the total 2018 tax levy: the balance is the amount due in the second half of the year.

Apportionment of the Fiscal Year 2018 tax among the member municipalities and the amount due on each installment will be as follows:

Tax History by Town	2014	2015	2016	2017	2018
Hartford	\$10,374,400	\$10,298,600	\$10,174,900	\$10,963,200	\$11,550,400
East Hartford	\$4,213,200	\$4,490,100	\$4,762,000	\$5,059,400	\$5,486,600
Newington	\$3,132,300	\$3,287,300	\$3,508,400	\$3,752,900	\$4,120,900
Wethersfield	\$2,824,400	\$3,022,000	\$3,207,700	\$3,408,200	\$3,707,800
Windsor	\$3,111,900	\$3,222,600	\$3,404,700	\$3,656,900	\$4,001,500
Bloomfield	\$2,612,500	\$2,752,400	\$2,936,000	\$3,067,100	\$3,256,200
Rocky Hill	\$2,089,100	\$2,153,700	\$2,239,700	\$2,475,800	\$2,712,500
West Hartford	\$7,798,800	\$8,219,700	\$8,710,900	\$9,286,900	\$10,168,100
Total	\$36,156,600	\$37,446,400	\$38,944,300	\$41,670,400	\$45,004,000

At a meeting of the Board of Finance held on November 8, 2017, it was:

Voted: That the District Board approve the following resolution:

Resolved: That, in accordance with Section 3-12 and 3-13 of the District Charter, a tax on the member municipalities comprising The Metropolitan District, in the sum of \$45,004,000, shall be due and payable in favor of The Metropolitan District in four installments on the following due dates: the first installment, totaling \$10,417,600, shall be due and payable on January 17, 2018; the second installment, totaling \$10,417,600, shall be due and payable on April 18, 2018; the third installment, totaling \$12,084,400, shall be due and payable on July 18, 2018; and the fourth installment, totaling \$12,084,400, shall be due and payable October 17, 2018. In the event the Department of Energy and Environmental Protection pays the \$2.5 million included in the District's 2018 budget related to the groundwater discharge at the Hartford Landfill, said money shall be applied to reduce the member municipalities' 2018 ad valorem taxes. Apportionment of the Fiscal Year 2018 tax among the member municipalities and the amount due on each installment shall be as follows:

Installment Date	1/17/2018	4/18/2018	7/18/2018	10/17/2018	Total
Hartford	\$2,740,800	\$2,740,800	\$3,034,400	\$3,034,400	\$11,550,400
East Hartford	1,264,850	1,264,850	1,478,450	1,478,450	5,486,600
Newington	938,225	938,225	1,122,225	1,122,225	4,120,900
Wethersfield	852,050	852,050	1,001,850	1,001,850	3,707,800
Windsor	914,225	914,225	1,086,525	1,086,525	4,001,500
Bloomfield	766,775	766,775	861,325	861,325	3,256,200
Rocky Hill	618,950	618,950	737,300	737,300	2,712,500
West Hartford	2,321,725	2,321,725	2,762,325	2,762,325	10,168,100
Total	\$10,417,600	\$10,417,600	\$12,084,400	\$12,084,400	\$45,004,000

Respectfully submitted,

John S. Mirtle, Esq.
District Clerk

Commissioner Currey moved to amend the resolution, as indicated above, to state if DEEP pays the \$2.5 million included in the District's 2018 budget related to the groundwater discharge at the Hartford Landfill, said money shall be applied to reduce the member municipalities' 2018 ad valorem taxes.

On motion made by Commissioner Salemi and duly seconded, the report was received and amended resolution adopted by

majority vote of those present. Commissioners Gardow and Ianno opposed; Commissioner Camilliere abstained.

**BOARD OF FINANCE
FISCAL YEAR 2018 - REVISIONS TO DISTRICT SEWER USER CHARGE RATES
AND OTHER RELATED CHARGES**

To: District Board December 4, 2017

From: Board of Finance

In accordance with Section S12j of the District's Ordinances, sewer use unit charge rates shall be determined annually in conjunction with adoption of the District Budget. The 2018 budget in support of sewer operations calls for a sewer user charge rate of \$3.37, which is 10.0% higher than the prior year.

Effective January 1, 2018, a monthly charge of \$3.00 will be billed to the property owner in accordance with S12l of the District's Ordinances.

Following the cost trends for the sewer user charge rate, it is recommended the BOD and COD rate be increased to \$0.40 and \$0.40 per pound respectively. In addition, the suspended solids strength charge will increase to \$0.33 per pound. These unit charges, which apply to high flow users, low flow/high strength users and non-municipal tax-exempt users, are for the following:

1. Liquid flow charge rate based on sewer flow in hundreds of cubic feet (CCF).
2. a. BOD (biochemical oxygen demand) strength charge rate based on pounds of BOD for the concentration of BOD exceeding 300 milligrams per liter (mg/l).
- b. COD (chemical oxygen demand) strength charge rate based on pounds of COD for that concentration of COD exceeding 700 mg/l.
3. Suspended solids strength charge rate based on pounds of suspended solids for that concentration exceeding 300 mg/l.

In accordance with Section S12p of the District's Ordinances, sewer user charge Late Filing/Sewage Evaluation Fees will be unchanged for the 2018 budget.

Additionally, in accordance with Section S12x of the District's Ordinances, the clean water project charge primarily for payment of principal and interest on certain

bonds and loans which proceeds are used to finance the costs associated with the Clean Water Project. The clean water project charge is set annually in conjunction with adoption of the District Budget. Effective January 1, 2018, said charge shall be \$3.80 per hundred cubic feet (ccf) to be uniformly applied and to be proportional to the quantity of water used by District customers who utilize the District sewer system and are furnished water directly by the Metropolitan District. The clean water project charge shall appear separately on the water bills of the District.

Remediated Groundwater Charges: A maintenance fee is required as part of the approval from MDC for acceptance of the discharge of remediated groundwater to the sanitary sewer. This fee is associated with the review and analysis of the permit application, location of the discharge and operational requirements to manage the groundwater at the wastewater treatment facility.

FOG Charges: Fees are charged to Class III and IV food service establishments to offset the costs of managing the Fats, Oils and Grease (FOG) program. This program is required by the CT Department of Energy and Environmental Protection General Permit for the Discharge of Wastewater Associated with Food Preparation Establishments.

Remediated Groundwater	\$0.13/gal
<u>FOG Fees</u>	
Initial Registration Application	\$80.00
Initial Variance Application	\$80.00
Annual FOG Fee	\$80.00
Failure to submit Registration or Variance Applications	\$100.00
Disallow Inspection	\$100.00
Failure to maintain records in proper order	\$100.00
Failure to maintain outdoor or indoor grease removal devices in properly working order	\$200.00
Failure to clean outdoor or indoor grease removal devices quarterly or when 25% of the depth of the trap is filled with food solids and FOG, whichever comes first.	\$200.00
Failure to properly dispose of brown and/or yellow grease	\$200.00
Source of sanitary sewer overflow (minimum) - Actual costs will be billed to the facility for time and materials related to the overflow	\$1,000.00

At a meeting of the Board of Finance held on November 8, 2017, it was:

Voted: That the District Board approve the following resolution:

Resolved: That, in accordance with Section S12j of the District Ordinances, Unit Charges For Computing The Sewer User Charge, a sewer user charge

rate of three dollars and thirty-seven cents (\$3.37) per hundred cubic feet of sewer flow be effective for meter readings on and after January 1, 2018 and that, effective January 1, 2018, a sewer customer service charge of three dollars (\$3.00) per month, a BOD strength charge of forty cents (\$0.40) per pound be billed on sewer flow for that concentration of BOD exceeding 300 milligrams per liter; a COD strength charge of forty cents (\$0.40) per pound be billed on sewer flow for that concentration of COD exceeding 700 milligrams per liter; and a suspended solids strength charge of thirty-three cents (\$0.33) per pound be billed on sewer flow for that concentration of suspended solids exceeding 300 milligrams per liter.

Further

Resolved: In accordance with Section S12x of the District's Ordinances, the rate for the clean water project charge shall be \$3.80 per ccf commencing January 1, 2018.

Also Voted: That the District Board approve the following schedule of fees effective January 1, 2018.

Remediated Groundwater	\$0.13/gal
<u>FOG Fees</u>	
Initial Registration Application	\$80.00
Initial Variance Application	\$80.00
Annual FOG Fee	\$80.00
Failure to submit Registration or Variance Applications	\$100.00
Disallow Inspection	\$100.00
Failure to maintain records in proper order	\$100.00
Failure to maintain outdoor or indoor grease removal devices in properly working order	\$200.00
Failure to clean outdoor or indoor grease removal devices quarterly or when 25% of the depth of the trap is filled with food solids and FOG, whichever comes first.	\$200.00
Failure to properly dispose of brown and/or yellow grease	\$200.00
Source of sanitary sewer overflow (minimum) - Actual costs will be billed to the facility for time and materials related to the overflow	\$1,000.00

Respectfully submitted,

John S. Mirtle, Esq.
District Clerk

On motion made by Commissioner Salemi and duly seconded, the report was received and resolution adopted by majority

***vote of those present. Commissioners Avedisian opposed;
Commissioner Camilliere abstained.***

**BOARD OF FINANCE
REFERENDUM REQUIREMENT**

To: District Board

December 4, 2017

From: Board of Finance

**RESOLUTION SETTING THE THRESHOLD AMOUNT FOR THE PURPOSES OF
THE DISTRICT'S REFERENDUM REQUIREMENT**

WHEREAS, the charter of the Metropolitan District of Hartford County, Connecticut (the "District"), and more particularly Section 14 of number 511 of the special acts of 1929, as amended by section 1 of number 332 of the special acts of 1931, number 127 of the special acts of 1947, section 2 of special act 79-102, special act 80-13, section 1 of special act 83-31, section 5 of special act 90-27, and section 2 of public act 15-114 (Section 14, as amended, being referred to as the "Referendum Requirement"), provides as follows:

(a) Appropriations to be financed by the issuance of bonds, notes or other obligations of the district may be made at any time upon approval of the district board and recommendation of the board of finance in accordance with section 20 of number 511 of the special acts of 1929.

(b) (1) Any appropriation in excess of the amount set forth in subdivision (2) of this subsection for any single item of capital expense not regularly recurring, including, but not limited to, a capital purpose, a public improvement or an extraordinary expenditure which may properly be financed long-term rather than from current revenues, notwithstanding that such appropriation is included in the budget to be met from current revenues, shall be approved by a two-thirds vote of the entire district board and by a majority of the electors of the district at a referendum of the district called by the district board in accordance with the requirements of section 5 of number 511 of the special acts of 1929, as amended by special act 77-54; provided an appropriation for any reason involving not more than twice the amount set forth in subdivision (2) of this subsection in any one year for the purpose of meeting a public emergency threatening the lives, health or property of citizens of the district may be made upon approval by a two-thirds vote of the entire district board without submission to the electors of the district; provided further, appropriations may be made in any amount without submission to the electors of the district for any public improvement all or a portion of which is to be paid for by assessments of benefits or from funds established to pay for waste or water facilities pursuant to section 13 of number 511 of the special acts of 1929, as amended by

number 366 of the special acts of 1949, special act 77-54 and special act 83-31; and provided further, submission to the electors of the district shall only be required with respect to such portion, if any, of any appropriation approved by the district board on and after October 1, 2015, as exceeds the amount set forth in subdivision (2) of this subsection. The district board may determine, in the case of appropriations for water, sewer and utility line extensions and improvements, or the installation or replacement of service meters, the definition of what shall constitute a single item of capital expense for purposes of compliance with the referendum requirement of this section. Such determination may be contained in the capital budget or a resolution making such appropriation or authorizing the issuance of bonds, notes or obligations of the district and any such determination shall be final and conclusive.

(2) On and after October 1, 2015, the threshold amount for purposes of subdivision (1) of this subsection shall be twenty million dollars as adjusted annually thereafter on October first by a percentage equal to the increase, if any, in the consumer price index for urban consumers, as most recently determined by the United States Department of Labor, Bureau of Labor Statistics for the most recent twelve-month period available, provided for any appropriation adopted by the district board on and after October 1, 2015, the aggregate amount of federal and state grants available, committed to be made available or expected to be made available for the appropriation at issue, each as determined by the district board whose determination shall be conclusive, shall be deducted from the amount of the appropriation in determining whether such threshold is met.

WHEREAS, for purposes of this resolution, the amount referred to in section (b)(2) of the Referendum Requirement is hereinafter referred to as the Threshold Amount, and

WHEREAS, the consumer price index for urban consumers, as determined by the United States Department of Labor, Bureau of Labor Statistics ("CPI") as of September 30, 2015 was 237.945 and the CPI as of September 30, 2016 was 241.428, representing a percentage from October 1, 2015 to October 1, 2016 of one and 46/100 percent (1.46%) and the CPI as of September 30, 2016 was 241.428 and the CPI as of September 30, 2017 was 246.819, representing a percentage from October 1, 2016 to October 1, 2017 of two and 23/100 percent (2.23%);

WHEREAS, the District Board did not previously find and determine the Threshold Amount as of October 1, 2016 and now wishes to find and determine the Threshold Amount in effect as of that date and as of the date of this Resolution;

At a meeting of the Board of Finance held on November 8, 2017, it was:

RESOLVED:

1. Based on the evidence presented to the District Board, the District Board finds and determines, that the Threshold Amount in effect as of October 1, 2016 and thereafter until October 1, 2017 is TWENTY MILLION TWO HUNDRED NINETY-TWO THOUSAND SEVEN HUNDRED FIFTY-SEVEN DOLLARS (\$20,292,757).

2. Based on the evidence presented to the District Board, the District Board finds and determines, that the Threshold Amount in effect as of October 1, 2017 and thereafter is TWENTY MILLION SEVEN HUNDRED FORTY-FIVE THOUSAND EIGHT HUNDRED EIGHTY-SEVEN DOLLARS (\$20,745,887).

Respectfully submitted,

John S. Mirtle, Esq.
District Clerk

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

**BOARD OF FINANCE
DPH PRIMACY FEE BILLING OPTIONS**

The District Board discussed the Department of Public Health Primacy Fee going into effect in 2018 and directed staff to charge to customers on a monthly basis.

**BOARD OF FINANCE
APPROVAL OF SMALL BUSINESS ENERGY ADVANTAGE LOAN AGREEMENT**

To: District Board

December 4, 2017

From: Board of Finance

Staff is seeking authority for the District to execute and deliver to Eversource a loan agreement having a principal amount of \$59,007 and having an interest rate of 0.00%.

The zero interest loan, with a 48 month term, will fund an energy efficient lighting retrofit at the MDC's 50 Murphy Road facility through the Eversource Energy Small Business Energy Advantage Program. It is estimated that the energy efficient

lighting retrofit will provide the MDC immediate energy savings in excess of incremental monthly loan cost, upon completion of the installation.

At a meeting of the Board of Finance held on November 8, 2017, it was:

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

RESOLVED: The District Treasurer or Deputy Treasurer are authorized to execute and deliver a loan agreement to Eversource in the principal amount of \$59,007 bearing an interest rate of 0.00% for a term of 48 months.

Respectfully submitted,

John S. Mirtle, Esq.
District Clerk

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

**BOARD OF FINANCE
2017 OPERATING BUDGET TRANSFER**

To: District Board

December 4, 2017

From: Board of Finance

The 2017 Adopted operating budget is forecasting deficits in the following functional areas: Chief Executive Office, Human Resources, Legal Administration, Command Center, Debt Service, Special Agreements & Programs and Riverfront.

The forecasted deficits in The Chief Executive Office, Human Resources, Legal Administration and the Command Center are the result of the awarding of cost of living increases to exempt and excluded and classified positions, which weren't contemplated in the 2017 Adopted Budget, the District hiring a greater amount of summer interns than was contemplated in the 2017 adopted budget and transfers of positions.

The forecasted deficit in Debt Service is due to the 2017 Adopted budgetary assumption of an advanced refunding of bonds during fiscal 2017 which did not occur due to the current external market conditions.

The forecasted deficit in Special Agreements & Programs' budget is the result of a contractual settlement involving the New Britain sewer agreement.

The forecasted deficit in Riverfront is due to the execution of a contractual agreement that was not fully reflected in the 2017 Adopted Budget.

CERTIFICATIONS:

In accordance with Section 3-8 of the Charter of The Metropolitan District, I hereby certify that there exists free from encumbrances, in the following appropriation, the amounts listed:

From:	General	Water	Total
Department 11 - District Board	13,200.00	13,800.00	27,000.00
Department 13 - Administrative Services	7,400.00	7,600.00	15,000.00
Department 17 - Information Systems	38,800.00	78,800.00	117,600.00
Department 18 - Finance	9,800.00	10,200.00	20,000.00
Department 20 - Engineering Planning	52,800.00	54,900.00	107,700.00
Department 30 - Operations	105,000.00	315,000.00	420,000.00
Department 35 - Laboratory Services	37,000.00	40,000.00	77,000.00
Department 40 - Operating Office	14,700.00	15,300.00	30,000.00
Department 402 - Water Pollution Control	305,300.00	-	305,300.00
Department 404 - Maintenance	134,900.00	140,100.00	275,000.00
Department 712 - Employee Benefits	28,400.00	34,600.00	63,000.00
	<u>747,300.00</u>	<u>710,300.00</u>	<u>1,457,600.00</u>

John M. Zinzarella
Chief Financial Officer

At a meeting of the Board of Finance held on December 4, 2017, it was:

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

Resolved: That transfers within the 2017 Budget Appropriations be approved as follows:

From:	General	Water	Total
Department 11 - District Board	13,200.00	13,800.00	27,000.00
Department 13 - Administrative Services	7,400.00	7,600.00	15,000.00
Department 17 - Information Systems	38,800.00	78,800.00	117,600.00
Department 18 - Finance	9,800.00	10,200.00	20,000.00
Department 20 - Engineering Planning	52,800.00	54,900.00	107,700.00
Department 30 - Operations	105,000.00	315,000.00	420,000.00
Department 35 - Laboratory Services	37,000.00	40,000.00	77,000.00
Department 40 - Operating Office	14,700.00	15,300.00	30,000.00
Department 402 - Water Pollution Control	305,300.00	-	305,300.00
Department 404 - Maintenance	134,900.00	140,100.00	275,000.00
Department 712 - Employee Benefits	28,400.00	34,600.00	63,000.00
	<u>747,300.00</u>	<u>710,300.00</u>	<u>1,457,600.00</u>

To:	General	Water	Total
Department 121 - Chief Executive Office	7,400.00	7,600.00	15,000.00
Department 141 - Legal Administration	13,200.00	13,800.00	27,000.00
Department 151 - Human Resources	64,200.00	66,800.00	131,000.00
Department 212 - Command Center	23,800.00	46,200.00	70,000.00
Department 701 - Debt Service	428,900.00	-	428,900.00
Department 741 - Special Agreements & Programs	209,800.00	287,900.00	497,700.00
Department 831 - Riverfront	-	288,000.00	288,000.00
	<u>747,300.00</u>	<u>710,300.00</u>	<u>1,457,600.00</u>

Respectfully submitted,

John S. Mirtle, Esq.
District Clerk

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

Without objection, Agenda Items #10K, "APPROVAL FOR STATE OF CONNECTICUT FINANCING CWF NO. 219-CSL", #10L "APPROVAL FOR STATE OF CONNECTICUT FINANCING CWF NO. 697-DC" and #10M "APPROVAL FOR STATE OF CONNECTICUT FINANCING CWF NO. 657-C1" were consolidated and considered together.

**BOARD OF FINANCE
APPROVAL FOR STATE OF CONNECTICUT FINANCING
CWF NO. 219-CSL**

To: District Board

December 4, 2017

From: Board of Finance

Staff seeks approval from your Board to execute and deliver the CWF 219-CSL Project Loan and Project Grant Agreement, Interim Funding Obligation and Project Loan Obligation to the State of Connecticut for CWF No. 219-CSL having a principal amount of \$29,910,420.75 and having an interest rate of 2.00%.

The low interest loan will fund the construction of a relief sewer which will convey excess sewage flow to the Rocky Hill water pollution control facility which otherwise may be released from the Goff Brook Overflow Structure to Goff Brook.

The State of Connecticut, through the Clean Water Fund Program, will provide \$29,910,420.75 in low interest loans at 2.00% to fund the expenses associated with this agreement.

Bond Counsel prepared the following resolution for your approval.

At a meeting of the Board of Finance held on December 4, 2017, it was:

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

RESOLUTION OF THE DISTRICT BOARD WITH RESPECT TO THE ISSUANCE OF INTERIM FUNDING OBLIGATIONS AND PROJECT LOAN OBLIGATIONS PURSUANT TO THE CWF NO. 219-CSL PROJECT LOAN AND PROJECT GRANT AGREEMENT BETWEEN THE STATE OF CONNECTICUT AND THE METROPOLITAN DISTRICT UNDER THE CLEAN WATER FUND PROGRAM

RESOLVED:

Section 1. The Chairman and the District Treasurer or Deputy Treasurer are authorized to execute and deliver the CWF No. 219-CSL Project Loan and Project Grant Agreement to be entered into with the State of Connecticut (the "Agreement") and any and all Interim Funding Obligations and Project Loan Obligations for CWF No. 219-CSL in the aggregate amount not to exceed \$29,910,420.75. Such Interim Funding Obligations shall be dated as of their date of issue, shall mature within six months of the Scheduled Completion Date, 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 2. 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, Esq.
District Clerk

**BOARD OF FINANCE
APPROVAL FOR STATE OF CONNECTICUT FINANCING
CWF NO. 697-DC**

To: District Board

December 4, 2017

From: Board of Finance

Staff seeks approval from your Board to execute and deliver the CWF 697-DC Project Loan and Project Grant Agreement, Interim Funding Obligation and Project Loan Obligation to the State of Connecticut for CWF No. 697-DC having a principal amount of \$15,019,749.60 and having an interest rate of 2.00%.

The low interest loan and grant will fund the refurbishing of many aspects of the Hartford wastewater treatment plant, including sludge processing, odor control, regional sludge receiving and a new fats, oils and grease receiving facility.

The State of Connecticut, through the Clean Water Fund Program, will provide \$18,774,687.00 in state funding with approximately \$3,754,937.40 in grants and \$15,019,749.60 in low interest loans at 2.00% to fund the expenses associated with this agreement.

Bond Counsel prepared the following resolution for your approval.

At a meeting of the Board of Finance held on December 4, 2017, it was:

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

RESOLVED:

Section 1. The Chairman and the District Treasurer or Deputy Treasurer are authorized to execute and deliver the CWF No. 697-DC Project Loan and Project Grant Agreement to be entered into with the State of Connecticut (the "Agreement") and any and all Interim Funding Obligations and Project Loan Obligations for CWF No. 697-DC in the aggregate amount not to exceed \$15,019,749.60. Such Interim Funding Obligations shall be dated as of their date of issue, shall mature within six months of the Scheduled Completion Date, 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 2. 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, Esq.
District Clerk

**BOARD OF FINANCE
APPROVAL FOR STATE OF CONNECTICUT FINANCING
CWF NO. 657-C1**

To: District Board

December 4, 2017

From: Board of Finance

Staff seeks approval from your Board to execute and deliver the First Amendment to Project Loan and Grant Agreement CWF 657-C1, Interim Funding Obligation and Project Loan Obligation to the State of Connecticut for CWF No. 657-C1 having a principal amount of \$153,789,886.83 and having an interest rate of 2.00%. This is an increase of \$5,797,157.39 in principal amount of the loan and an increase of \$1,039,608.97 in the grant under CWF No. 657-C.

The low interest loan and grant will fund the construction of new headworks, dual use primary clarifiers, wet weather treatment disinfectant and odor control at the Hartford wastewater treatment plant and the construction of modifications and upgrades to the Rocky Hill wastewater treatment plant, including modifications to the biological nutrient removal system for effluent nitrogen reduction, modifications to

various parts of the plant for increased hydraulic capacity and upgrades to various parts of the plant which are nearing the end of their respective useful lives.

The State of Connecticut, through the Clean Water Fund Program, will now provide \$226,244,832.96 in state funding with approximately \$72,454,946.13 in grants and \$153,789,886.83 in low interest loans at 2.00% to fund the expenses associated with this agreement.

Bond Counsel prepared the following resolution for your approval.

At a meeting of the Board of Finance held on December 4, 2017, it was:

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

RESOLUTION OF THE DISTRICT BOARD WITH RESPECT TO THE ISSUANCE OF INTERIM FUNDING OBLIGATIONS AND PROJECT LOAN OBLIGATIONS PURSUANT TO THE FIRST AMENDMENT CWF NO. 657-C1 TO THE PROJECT LOAN AND PROJECT GRANT BETWEEN THE STATE OF CONNECTICUT AND THE METROPOLITAN DISTRICT UNDER THE CLEAN WATER FUND PROGRAM

RESOLVED:

Section 1. The Chairman and the District Treasurer or Deputy Treasurer are authorized to execute and deliver the First Amendment CWF No. 657-C1 to Project Loan and Project Grant Agreement to be entered into with the State of Connecticut (the "Agreement") and any and all Interim Funding Obligations and Project Loan Obligations for CWF No. 657-C1 in the aggregate amount not to exceed \$153,789,886.83. Such Interim Funding Obligations shall be dated as of their date of issue, shall mature within six months of the Scheduled Completion Date, 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 2. 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, Esq.
District Clerk

MEMORANDUM

TO: Board of Finance
The Metropolitan District

FROM: Ernest M. Lorimer
(Soeder & Associates, L.L.C.)

Joseph A. Vitale
(Hinckley, Allen & Snyder, LLP)

DATE: December 11, 2017

SUBJECT: Revisions to form of Project Loan and Grant Agreements

The Office of the Attorney General recently requested revisions to the form of Clean Water Fund Project Loan and Grant Agreements between the Department of Energy and Environmental Protection (“DEEP”) and various municipalities (the “Agreements”), with the intent of making the Agreements conform with the form of agreement used by the Department of Administrative Services in other contexts. Bond counsel requested that certain of the provisions of the old form be restored and that other provisions, particularly those relating to annual Project Loan Obligations, be revised. The requested changes have been made. A copy of the amendment to CWF 657-C1, pertaining to the South Storage Conveyance Tunnel, is attached.

We expect all Program Agreements, including the other agreements being presented at the District’s board meetings on December 4 and agreements under the Drinking Water program, to conform to these changes.

Some of the more significant changes are:

- Section 2.1 provides a more accurate description of the Project.
- Section 2.2 increases the loan by \$5,797,157.39 in principal amount of the loan and increases the grant by \$1,009,608.97.
- Section 4.3 clarifies that there may be increases to the principal amount of the loan and that there may be more than one Interim Funding Obligation and more than one Project Loan Obligation, and these may either be general obligation indebtedness, or secured by a dedicated repayment source, for example, the sewer user charge.
- Section 7.3 and 7.12 clarify the ability of the State to make physical inspections and to audit the books and records of the District, its contractors and its subcontractors with respect to the Project.
- Section 7.8 has been updated to conform the nondiscrimination provisions to current law. Similarly, Section 7.9 has been updated to include the incorporation of the appropriate Executive orders of the Governor.
- Section 7.20 adds a section wherein the parties acknowledge that the Agreement and materials related to it are generally subject to the freedom of information act, however, DEEP agrees to consider to keep material the District deems confidential as such, to the extent allowed by law.
- Section 10.14 adds a provision allowing the State to set off any costs or expenses it incurs as a result of any nonperformance BY THE District against amounts otherwise due from the State to the District.
- Section 10.15 adds a notice and cure period.

FIRST AMENDMENT

CWF NO. 657-C1

TO PROJECT LOAN AND PROJECT GRANT AGREEMENT CWF NO. 657-C
 BETWEEN THE STATE OF CONNECTICUT AND THE METROPOLITAN
 DISTRICT COMMISSION

UNDER THE CLEAN WATER FUND PROGRAM

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FIRST AMENDMENT

CWF NO. 657-C1

TO PROJECT LOAN AND PROJECT GRANT AGREEMENT CWF NO. 657-C
BETWEEN THE STATE OF CONNECTICUT AND THE METROPOLITAN DISTRICT
COMMISSION

UNDER THE CLEAN WATER FUND PROGRAM

THIS AGREEMENT, made and concluded at Hartford, Connecticut, this _____ day of _____, 2017, by and between the State of Connecticut (the "State"), acting herein by the Commissioner of the Department of Energy and Environmental Protection (the "DEEP"), duly authorized under the provisions of Connecticut General Statutes, Section 22a-6(a)(2) and The Metropolitan District Commission (the "Municipality"), a municipal corporation.

WITNESSETH, THAT

WHEREAS, the State and the Municipality previously have entered into a Project Loan and Project Grant Agreement, No. CWF 657-C, dated June 30, 2015 ("Agreement") to finance the Project; and

WHEREAS, the Municipality issued an Interim Funding Obligation in the amount of \$147,992,729.44 dated July 10, 2015; and

WHEREAS, the revised Project Grant amount is \$ 72,454,946.13 and the revised Project Loan amount is \$ 153,789,886.83 and the Municipality intends to draw down the revised Project Grant and Project Loan in order to complete the Project; and

NOW THEREFORE, KNOW YE THAT:

WHEREAS, the Municipality is now initiating its Project (as described herein in Section 2.1). The Municipality and the State mutually agree:

SECTION 1-DEFINITIONS AND AMENDMENTS TO DEFINITIONS

Section 1.1. Capitalized terms used herein and not defined are used as defined in the Agreement.

Section 1.2. Section 1 of the Agreement remains unchanged except for the following which are new, amended or inserted in lieu of:

For the purposes of this Agreement, the following words and terms shall have the respective meanings set forth as follows:

"Advance" means each disbursement of Project Loan and Project Grant proceeds as set forth in Section 4.4 hereof, the form of request for which is shown in **Exhibit VII**.

"DAS" means the Department Administrative Services.

"Facilities Plan" means an engineering document by which the Project has been justified including, but not limited to, a sewer service area map. The Master Plan Rocky Hill WPCF and its supplement are both dated April 2011. The Long Term Combined Sewer Overflow Control Plan 2012 Update is dated December 4, 2012.

“Records” means all working papers and such other information and materials as may have been accumulated by the Municipality or the Municipalities Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

“State Act” shall mean Sections 22a-475 to 483, inclusive, of the Connecticut General Statutes, as amended.

SECTION 2 -AMENDMENT TO THE PROVISIONS OF THE AGREEMENT

- 1) Section 2.1 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 2.1 Project Description

The Project the construction of the upgrades at the Rocky Hill WPCF and the Hartford WPCF. The Rocky Hill WPCF upgrades will include modifications to the plant's biological nutrient removal systems for effluent nitrogen reduction, modifications to various parts of the plant for increased hydraulic capacity, and upgrades to various parts of the plant which are nearing the end of their useful life. In addition, the Rocky Hill modifications will includes the outfall and interceptor rehabilitation. The Hartford WPCF upgrades include new headworks, dual use primary clarifiers, wet weather treatment disinfection and odor control. The project includes all modifications or amendments which are approved by the Commissioner. The Project will be owned and operated by the Municipality.

- 2) Section 2.2 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 2.2 Eligible Project Costs

The maximum allowable amount of the estimated Total Project Costs and Eligible Project Costs and sources of payment for such costs are set forth below:

Total Project Costs:	\$ 227,419,963.32
Funds from Other Sources:	\$ 0.00
Local Share:	<u>\$ 1,175,130.36</u>
Eligible Project Costs:	\$ 226,244,832.96
Amount of Project Grant:	\$ 72,454,946.13
Amount of Project Loan	\$ 153,789,886.83

The Amount of Project Grant is calculated per Section 3.1.

A list of the Total Project Costs is set forth in the Project Budget to which the Municipality must adhere in aggregate, attached hereto as **Exhibit VI**, and incorporated herein by reference.

Before delivery of any Project Loan Obligation, the Municipality shall provide a completed Closing Statement, as required in Section 6.1(b); the form of which is set out as **Exhibit VIII** to this Agreement.

- 3) Section 3.1 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 3.1 The Project Grant

Subject to the terms and conditions of this Agreement, the State agrees to grant to the Municipality an amount not to exceed the Project Grant amount as set forth in Section 2.2 of this Agreement. The grant amount shall be determined in accordance with Connecticut General Statutes Section 22a-478(c) and DEEP regulations by identifying grant eligible costs, categorizing grant eligible costs by grant category (e.g., denitrification, infiltration/inflow, etc.) and applying the percentage of grant applicable to each grant category.

Pursuant to Section 10.10, the State's obligation to make the Project Grant shall terminate unless the conditions precedent to funding the Project Grant set forth in Section 6.1 of this Agreement and in **Exhibit IX** are satisfied.

- 4) Section 4.1(a) of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 4.1(a) The Loan Commitment

(a) Subject to the terms and conditions of this Agreement, the State agrees to lend to the Municipality, and the Municipality agrees to borrow from the State, an amount not to exceed the amount of the Project Loan as set forth in Section 2.2 hereof. The Project Loan shall bear interest at the rate of 2% per annum as more fully described in Section 4.3 hereof. Interest on any Interim Funding Obligation shall be computed on the basis of a year of 360 days and the actual number of days elapsed. Interest on any Project Loan Obligation shall be computed on the basis of a year of 360 days and twelve 30-day months.

- 5) Section 4.1(b) of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 4.1(b) The Loan Commitment

(b) The amount of the Project Loan shall equal the Eligible Project Costs minus the Project Grant. The amount of the Project Loan may be increased by an amount equal to any reduction in the Project Grant required by Section 3.3 hereof, provided that such amount is for an Eligible Project Cost.

- 6) Section 4.3(a) of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 4.3(a) The Interim Funding Obligations and Project Loan

(a) The Municipality shall execute and deliver one or more Project Loan Obligations to evidence its obligation to repay the Project Loan. In anticipation of the issuance of any Project Loan Obligation, however, the Municipality may execute and deliver one or more Interim Funding Obligations, under which the Municipality may draw up to the amount of the Project Loan as set forth in Section 2.2 of this Agreement. Such draws shall be made in accordance with Section 4.4 of this Agreement. Any increase in the amount of the Project Loan as provided in Sections 4.1 and 4.2(a) of this Agreement shall be evidenced by the execution and delivery by the Municipality of an additional Interim Funding Obligation or Project Loan Obligation evidencing such increase. Each Interim Funding Obligation shall mature no later than six (6) months following the Scheduled Completion Date, shall bear interest at the rate of two percent (2.00%) per annum on the unpaid principal balance of each Project Loan Advance from the date of each such Project Loan Advance, shall be payable as to principal and interest on maturity, shall be dated and shall contain such terms and conditions as are required by law. Any existing Interim Funding Obligation may be refinanced when due by the execution and delivery of a new Interim Funding Obligation in an amount sufficient to refund the principal due on the Interim Funding Obligation to be refinanced and to provide that the unpaid interest on all prior Project Loan Advances shall continue to accrue from the date of each such prior Project Loan Advance, unless otherwise required by the State. Each Interim Funding Obligation or Project Loan Obligation shall be a general obligation of the Municipality for which the full faith and credit of the Municipality are pledged for the repayment of the Project Loan, or, to the extent not prohibited by law, shall be secured by a dedicated source for repayment of the Project Loan satisfactory to the State and not inconsistent with the Federal Act or the State Act.

- 7) Section 4.3(d) of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 4.3(d) The Interim Funding Obligations and Project Loan

(d) Any Interim Funding Obligation may be refunded by the execution and delivery of a subsequent Interim Funding Obligation issued if the State approves the inclusion of the design costs funded under this Agreement in a new Project Loan and Grant Agreement for construction costs related to the Project defined in Section 2.2.

- 8) Section 6.1 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 6.1 Written Documentation

(a) Prior to making the Project Loan and the Project Grant, the Municipality shall deliver to the State the following:

- (1) Written assurance satisfactory to the Commissioner that the Municipality will undertake and complete the Project with due diligence;
- (2) All applications and other documents and information required by the Commissioner, including but not limited to (a) plans and specifications prepared for the Project approved by the Commissioner, and (b) Facilities Plans and Sewer Service Area Map of the Project, and (c) written evidence that the Project is consistent with the Conservation and Development Plan;

(3) Written evidence that the Municipality has established an Account, as required by Section 3.4 and Section 4.4, in substantially the form as shown in **Exhibit XI** hereof;

(4) Written evidence that the Municipality has available to it or has made arrangements satisfactory to the Commissioner to obtain the necessary Local Share and Funds from Other Sources to pay that portion of Total Project Costs for which it is legally obligated which are not met by the Project Loan and Project Grant pursuant to Section 2.2;

(5) Written assurance that the Municipality will comply with the Audit requirements of Sections 7.12, 7.15 and 8.4 of this Agreement;

(6) Written assurance from the Municipality that it will require each Contractor who performs services on the Project to submit written proof to the Municipality that each Contractor has complied with the terms of Section 7.8 hereof and has obtained the insurance required by Section 7.10 of this Agreement, and that the Municipality will review the Contractor's written proof of insurance to ensure that it meets all the requirements of Section 7.10 of this Agreement;

(7) Evidence satisfactory to the State that the Municipality has addressed the conditions identified in **Exhibit IX** attached hereto and made a part hereof; and

(8) All properly executed forms and applications prescribed by the Commissioner pursuant to law. The execution and delivery of this Agreement by the Municipality to the State shall constitute the written assurances required by clauses (1), (3), (4), (5) and (6) above.

(b) Before delivery of each Project Loan Obligation, the Municipality shall provide a completed Closing Statement, the form of which is attached hereto as **Exhibit VIII**.

9) Section 6.4 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 6.4 Signature and No Litigation Certificate

Prior to the delivery of this Agreement, each Interim Funding Obligation and each Project Loan Obligation, the State shall have received from the Municipality a Signature and No Litigation Certificate satisfactory to the State.

10) Section 7.3 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 7.3 Audit and Inspection of Plants, Places of Business and Records

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Municipality's plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

(b) The Municipality shall maintain, and shall require each of the Municipality's contractors and subcontractors to maintain, accurate and complete Records. The Municipality shall make all of its and its contractors' and subcontractors' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Municipality with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) The Municipality will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Municipality under this Agreement. The Municipality will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Municipality in accordance with the provisions of Section 10.14 of this Agreement.

(e) The Municipality shall keep and preserve or cause to be kept and preserved all of its Records until three (3) years after the later of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be amended for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Municipality shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Municipality shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Municipality shall cooperate with an exit conference.

(g) The Municipality shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with a contractor or subcontractor.

11) Section 7.8 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 7.8 Nondiscrimination

(a) For purposes of this Section, the following terms are defined as follows:

(1) "Commission" means the Commission on Human Rights and Opportunities;

(2) "Contract" and "contract" include any extension or modification of the Contract or contract;

(3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

(4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) The Municipality shall cause the following subsections to be included in the contract as set forth here as required by Section 4(a)(60) of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor 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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor 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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor 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 Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor 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) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor 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 Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.).

12) Section 7.9 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 7.9 Executive Orders of the Governor

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth herein. This Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and made a part of this Agreement as if they had been fully set forth herein. At the Municipality's request, DEEP or DAS shall provide a copy of such orders to the Municipality.

13) Section 7.11 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 7.11 Indemnification

The Municipality agrees to indemnify and hold the State, its officials, agents and employees harmless from and against any and all claims, suits, actions, costs, and damages

resulting from the negligent performance or non-performance by the Municipality or any of its officials, agents, or employees of the Municipality's obligations under this Agreement, as it may be amended or supplemented from time to time. It is further understood that such indemnity shall not be limited by any insurance coverage which may be required herein.

- 14) Section 7.12 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 7.12 Audit Requirements for Recipients of State Financial Assistance

For purposes of this section 7.12 only, the word "Municipality" shall be deemed to mean "non-state entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The Municipality shall provide for an annual financial Audit acceptable to DEEP for any expenditure of State-awarded funds made by the Municipality. Such Audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Municipality will comply with federal and state single audit standards as applicable.

- 15) A new section 7.19 is added to the Original Agreement to read as follows:

Section 7.19 Confidential Information

DEEP will afford due regard to the Municipality's request for the protection of proprietary or confidential information which DEEP receives. However, all materials associated with the Contractor's bid and this Agreement are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Municipality may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Municipality believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Municipality that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of this Agreement, especially including the Contractor's bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Municipality indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL," DEEP will endeavor to keep said information confidential to the extent permitted by law. DEEP, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Municipality shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DEEP or the State have any liability for the disclosure of any documents or information in its possession which DEEP believes are required to be disclosed pursuant to the FOIA or other requirements of law.

- 16) Section 10.3 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 10.3 Sovereign Immunity

The parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Agreement. To the extent that this section conflicts with any other section, this section shall govern.

- 17) Section 10.4 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 10.4 Forum and Choice of Law

The parties hereto deem this Agreement to have been made in the City of Hartford, State of Connecticut. The parties hereto further agree that it is fair and reasonable for the validity and construction of this Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

- 18) Section 10.10 of the Original Agreement is renamed Section 10.10 Termination

Section 10.10 Termination

- 19) Section 10.12 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 10.12 Whistleblowing

This Agreement may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with such statute, if an officer, employee or appointing authority of the Municipality takes or threatens to take any personnel action against any employee of the Municipality in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Municipality shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General

bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, the Municipality shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Municipality.

20) Section 10.13 of the Original Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Section 10.13 Disclosure of Records

This Agreement may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with such statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

21) A new section 10.14 is added to the Original Agreement to read as follows:

Section 10.14 Setoff

In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Municipality's unexcused nonperformance under this Agreement and under any other agreement or arrangement that the Municipality has with the State and (2) any other amounts that are due or may become due from the State to the Municipality, against amounts otherwise due or that may become due to the Municipality under this Agreement, or under any other agreement or arrangement that the Municipality has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Municipality's breach of this Agreement, all of which shall survive any setoffs by the State.

22) A new section 10.15 is added to the Original Agreement to read as follows:

Section 10.15 Breach

If either party breaches this Agreement in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure such breach within ten (10) days (unless a different number of days is stated in such written notice) from the date that the breaching party receives such notice. Such right to a cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. Such notice may include a date this Agreement will terminate in the event the breach is not cured by the date stated in such notice and, unless otherwise notified by

the non-breaching party in writing prior to the termination date stated therein, no further action shall be required of any party to effect the termination of this Agreement on the termination date set forth in such notice. If the notice does not set forth an effective Agreement termination date, then the non-breaching party may terminate this Agreement by giving the breaching party no less than twenty four (24) hours' prior written notice. If the State believes that the Municipality has not performed according to this Agreement, the State may withhold payment pursuant to this Agreement, in whole or in part, pending resolution of such performance issue, provided that the State notifies the Municipality in writing prior to the date that the payment would have been due.

IN WITNESS WHEREOF, the parties hereto have caused this Project Loan and Project Grant Agreement to be duly executed as of the day and year first above written.

WITNESSES: STATE OF CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

Robert J. Klee
Commissioner Date

WITNESSES: THE METROPOLITAN DISTRICT

By: _____ Date
William A. Dibella
Chairman

WITNESSES: THE METROPOLITAN DISTRICT

By: _____ Date
~~John~~ M. Zinzarella
Deputy Chief Executive Officer of
Business Services/CFO/Treasurer

By: _____ Date
Associate Attorney General

SECTION 3 AMENDMENTS TO THE ATTACHMENTS OF THE ORIGINAL AGREEMENT

- 1) Exhibit VI of the Original Agreement is deleted in its entirety, and the following Exhibit VI is inserted in lieu thereof.
- 2) Exhibit VII of the Original Agreement is deleted in its entirety, and the following Exhibit VII is inserted in lieu thereof.
- 3) Exhibit VIII of the Original Agreement is deleted in its entirety, and the following Exhibit VIII is inserted in lieu thereof.
- 4) Exhibit IX of the Original Agreement is deleted in its entirety, and the following Exhibit IX is inserted in lieu thereof.
- 5) Exhibit X of the Original Agreement is deleted in its entirety, and the following Exhibit X is inserted in lieu thereof.
- 6) Exhibit XI of the Original Agreement is deleted in its entirety, and the following Exhibit XI is inserted in lieu thereof.
- 7) Exhibit XII of the Original Agreement is deleted in its entirety.

Exhibit VI Budget

Budget Report

CWF#: 657-C

THE METROPOLITAN DISTRICT

<i>Category</i>	<i>Contractor</i>	<i>Contract #</i>	<i>Cost</i>	<i>Funds from Other Sources</i>	<i>Grant</i>	<i>Loan</i>	<i>Local Share</i>
CONSTRUCTION	CH Nickerson	2014B-14	44,190,835.36	0.00	9,245,363.34	33,977,466.66	967,805.36
	Carlin	2012-21	153,383,396.26	0.00	55,708,849.52	97,674,546.74	0.00
CONSTRUCTION ADMIN	Hazen and Sawyer	Rocky Hill	4,895,540.00	0.00	1,047,156.01	3,848,383.99	0.00
	Arcadis	Dual Use	7,537,687.00	0.00	2,737,687.92	4,799,999.08	0.00
INTEREST			3,000,000.00	0.00	0.00	3,000,000.00	0.00
CONTINGENCY		2014B-14	2,775,523.81	0.00	593,684.54	2,181,839.27	0.00
		2012-21	7,368,613.34	0.00	2,676,280.37	4,692,332.97	0.00
Engineering Services		2016B-04	317,878.00	0.00	34,902.78	282,975.22	0.00
CONSTRUCTION		2016B-04	3,772,436.00	0.00	391,449.19	3,173,661.81	207,325.00
CONTINGENCY		2016B-04	178,255.55	0.00	19,572.46	158,683.09	0.00
<i>Totals:</i>			227,419,963.32	0.00	72,454,946.13	153,789,886.83	1,175,130.36

Exhibit VII Form of Request for Advance

UNDER THE INTERIM FUNDING OBLIGATION

The ***** (the "Municipality") hereby requests that an advance be made to the Municipality upon the \$_____ Interim Funding Obligation issued by the Municipality to the State pursuant to the Project Loan and Project Grant Agreement No. _____, entered into between the Municipality and the State, dated _____, (the "Project Loan Agreement") 20____, in the amount of \$_____ to be made by the 13th business day of the month, or such other date as designated by the State. The Municipality requires such advance to pay Total Project Costs as defined in the Project Loan Agreement.

The Municipality hereby represents that (i) no default or any event that, but for the giving of notice or lapse of time or both, would constitute an event of default has occurred or is continuing under the Project Loan Agreement and (ii) the representations contained in the Project Loan Agreement are true and correct as of the date hereof.

By _____
Authorized Officer

Exhibit VIII Closing Statement

State of Connecticut Department of Energy and Environmental Protection
 Clean Water Fund Project Loan Obligation CWF # ***-**-**

Municipality: *****
 Execution Date: xx/xx/xxxx
 Loan Advances received prior to / / \$ - 0 -
 Loan Advances deposited today* - 0 -
 Accrued Interest through / / ** - 0 -
 Amount of Project Loan Obligation \$ - 0 -

* This amount has been deposited today by the State in the Municipality's Account.

** Interest accrued on Interim Funding Obligations through / / is \$ - 0 -, of which \$ - 0 - has been funded by the \$ - 0 - Project Loan Obligation.

[The balance of \$ - 0 - has been paid by the Municipality separately today by check or wire.]

The Municipality acknowledges that the loan advance identified above, made on / / is for Project Costs due and payable within 30 days of the closing date for the following:

	<u>Grant</u>	<u>Loan</u>
Construction	\$ - 0 -	\$ - 0 -
Legal	\$ - 0 -	\$ - 0 -

The Municipality may not withdraw any funds from the account until invoices for such services have been submitted to DEEP.

The Municipality also acknowledges that any unspent loan advances remaining in the Account as of / / must be returned to OTT by / / or within days of / / to be applied to prepayment of the Project Loan Obligation.

Grant Advances made prior to / / \$ - 0 -
 Grant Advances to be deposited* \$ - 0 -

* This amount has been deposited today by the State in the Municipality's Account.

Any unspent grant advanced funds remaining in the account as of / / must be returned to OTT by / / or within days of / / and will be reallocated at the discretion of the State.

Funding Summary:

	Item #	Date	\$\$ GRANT	\$\$ LOAN	Local Share/ Other Financing	\$\$ Total
Bond Commission Approval:						
Bond Commission Approval:						
<i>Total approved by Bond Commission</i>						
Contract Totals (IFO):						
Final Costs (PLO):						
Bond Commission totals less PLO values = Amounts to decommit:						

Please note that as of / / the State will de-commit the remaining unused loan amount of \$ - 0 - and unused grant amount of \$ - 0 - .

Dated this / / .

STATE OF CONNECTICUT
 DEPARTMENT OF ENERGY AND
 ENVIRONMENTAL PROTECTION

By _____

By _____

Title: _____

Title: _____

CC: Susan Hawkins, Department of Energy and Environmental Protection
 Pooran Singh, Office of the State Treasurer
 Marie Moylan Hoadley, Office of the State Treasurer

Exhibit IX Conditions Precedent

Conditions Precedent

Refer to Section VI of the Agreement for conditions precedent to the obligation of the State to make the Project Loan.

Notwithstanding anything contained in the Agreement to the contrary, the Municipality shall not be entitled to a Project Loan Advance, unless and until the Municipality has delivered satisfactory documentation to the State, evidencing the Municipality's compliance with the requirements of the Act, the Federal Act and all other applicable state and federal laws and regulations pertaining to the Project. Such documentation shall include, but not be limited to, the outstanding submittals below and shall be reviewed and approved by the Commissioner of DEEP in writing.

Required Documentation:

Date to be provided:

No additional conditions precedent at the time of this Agreement.

Acknowledged by: _____

Print Name:

Title:

Date:

Exhibit X Insurance Requirements**INSURANCE AND RISK MANAGEMENT BOARD RECOMMENDATIONS
FOR MINIMUM INSURANCE REQUIREMENTS****Insurance Guidelines (Limits and Scope)**

Before commencing work, the Municipality shall require each Contractor who works on the Project to obtain, at its own cost and for the duration of the contract, the following insurance:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
3. Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
4. Professional Liability: \$1,000,000 each occurrence.

Insurance Provisions

- A. The Municipality and State of Connecticut, its officers, officials, employees, agents, boards and commissions shall be named and endorsed as an Additional Insured.
- B. Contractor shall assume any and all deductibles in the described insurance policies.
- C. The Contractor's insurer shall have no right of recovery or subrogation against the Municipality or the State of Connecticut and the described insurance shall be primary coverage.
- D. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail, has been given to the Municipality.
- E. "Claims Made" coverage is unacceptable, with the exception of Professional Liability.
- F. Insurance is to be placed with insurers with a current AM Best Rating of no less than A-, VII.
- G. Contractor shall include all subcontractors as insured under its policies or shall obtain separate certificate of insurance evidencing insurance requirements herein.
- H. Contractor shall furnish to Municipality a certificate of insurance prior to commencement of work.

Exhibit XI Authorization for ACH Payments**INSTRUCTIONS FOR REQUESTING PAYMENTS ELECTRONICALLY**

Thank you for your interest in the Comptroller's Vendor Direct Deposit (ACH) Program. Attached please find the Vendor Direct Deposit (ACH) Election Form for Clean Water Funds. You should only submit this form when instructed to do so by a representative of either the State Treasurer's Office, Department of Energy and Environmental Protection (DEEP), or Department of Public Health.

Please provide a completed IRS Form W-9 (Request for Taxpayer Identification Number and Certification). This is a federal form that certifies the Taxpayer Identification Number (Federal Employer Identification Number or Social Security Number). This form allows us to make sure the information recorded in our Vendor File is current. You may access a fillable version of the form at www.irs.gov/pub/irs-pdf/fw9.pdf.

If the account type is a checking account, attach a voided check to the Vendor Direct Deposit (ACH) Election Form. For accounts which you do not write checks from please include a letter from your bank which shows the ABA routing number, account number, and the name(s) on the account.

Keep a copy of the Vendor Direct Deposit (ACH) Election Form for your records. You must inform the ACH/VSS Unit of any changes to the information provided in writing to the below address or by email to osc.apdvf@ct.gov. Please return completed forms to:

Office of the State Comptroller
Accounts Payable Division ACH/VSS Unit
55 Elm Street 6th Floor
Hartford, CT 06106-1775

If you choose to participate in this program:

- Altered forms will not be accepted. You must submit a signed copy of this form along with a signed W-9 and one form of account verification (Voided Check, Deposit Slip, Bank Letter).
- Upon approval, all clean water payments from the State of Connecticut issued by the Office of the State Comptroller Accounts Payable Division will be deposited electronically to the bank account you designate.
- Remittance information may be viewed by accessing our accounting system through Vendor Self-Serve (VSS). Please visit our website at www.osc.ct.gov/vendor/ for information on the VSS system. When we receive your completed Vendor Direct Deposit (ACH) Election Form we will contact you regarding a User ID and password for VSS. Additionally, your financial institution may provide you with addenda information at the time of deposit. Contact your financial institution for more information on receiving electronic addenda.
- Your financial institution's ability to receive payments from us and properly credit your account will be verified with the transmission of a test transaction to your account. Further instructions will be sent to the contact email you list in the form's VSS field. They will describe how to validate your ACH (EFT) test transaction. Failure to follow these instructions may delay your participation in this program. Once you have confirmed receipt of all test data, including accessing the remittance information in VSS, please contact the ACH/VSS Unit at (860) 702-3409 or by email at osc.apdvf@ct.gov.
- Changes to your bank account information can only be authorized by the individuals listed on the Vendor Direct Deposit (ACH) Election Form. To request changes to the authorized individuals please contact the ACH/VSS Unit at osc.apdvf@ct.gov.
- To process a change to your destination account number or financial institution you will need to submit another application package with the new information. Changes can take up to a week from the receipt of the form. To stop payment to a closed account immediately contact the ACH/VSS Unit by email at osc.apdvf@ct.gov.
- When contacting us by email, always include the ACH(EFT) in the subject line.

Thank you for your interest in this program.

Vendor Direct Deposit (ACH)
Election Form – WATER
Revised March 2016

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
Accounts Payable Division
55 Elm Street
Hartford, CT 06106-1775

e-mail questions to psc.apdvf@ct.gov

Part 1 Vendor Information

Vendor Name: _____ FEIN/SSN#: _____
 Contact Name: _____ Phone: (____) _____ Ext: _____
 Title: _____ Fax: (____) _____
 Address: _____

 City: _____ State: _____ Zip: _____
 Contact E-Mail: _____
 Vendor Self-Serve (VSS) contact email(s): _____

Please list below the name of the individual(s) who are authorized to make changes to the bank account information.

(____)		
Name	Phone	Email Address
(____)		
Name	Phone	Email Address

Part 2 Account Information

Bank Name: _____

Routing & Transit #: (ABA#):

Account Type:

--	--	--	--	--	--	--	--	--	--

- Checking Savings
 Money Market Savings Account
 DDA Checking DDA Savings

Account #:

--	--	--	--	--	--	--	--	--	--	--	--

Account Change

If you are already enrolled and are changing accounts, enter the last four digits of the old account below.

--	--	--	--

I hereby authorize the State of Connecticut (hereinafter "State") to electronically deposit any payments made through the Office of the State Comptroller's Accounts Payable Division to the bank account specified above. This authorization is to remain in full force and effect until the State has received written notification from me of its termination in such time and manner as to afford the State and the bank named above a reasonable opportunity to act upon it. In the event that the State notifies the bank that funds have been deposited to the company's account in error, I hereby authorize the State of Connecticut Office of the Treasurer to initiate a reversal of the payment in accordance with National Automated Clearing House Association (NACHA) regulations and direct the bank to return said funds to the State as soon as possible. In the event that for any reason, the bank is unable to return said funds to the State, I hereby authorize the State to recover those funds by any of the following methods: (1) deducting the amount of said funds from any future payments from the State until the amount of erroneous deposit has been recovered in full; (2) making written demand on the company for return of said funds, in which case the company hereby agrees to return said funds in full to the State within two (2) weeks of receipt of such written demand; or (3) any combination of methods (1) and (2) above. The company further agrees that if such funds are not repaid to the State, the company will be liable for all costs of collection, including reasonable attorneys' fees incurred by the State in the collection of such funds, together with the maximum interest permitted by law.

I have read, understand, and agree to the above statement.

Signature: _____ Date: _____

This form along with a completed IRS Form W-9 and a voided check or preprinted deposit slip can be submitted by:

Fax - (860)702-3419 Email – OSC.APDVF@CT.GOV or USPS to the address below.

Office of the State Comptroller, Accounts Payable Division ACH/VSS Unit, 55 Elm St. 6th Floor, Hartford, CT 06106-1775

On motion made by Commissioner Salemi and duly seconded, the reports for resolutions #10K “APPROVAL FOR STATE OF CONNECTICUT FINANCING CWF NO. 219-CSL”, #10L “APPROVAL FOR STATE OF CONNECTICUT FINANCING CWF NO. 697-DC” and #10M “APPROVAL FOR STATE OF CONNECTICUT FINANCING CWF NO. 657-C1” were received and the resolutions adopted by unanimous vote of those present.

**BOARD OF FINANCE
CLOSEOUT OF WATER, SEWER AND COMBINED PROGRAMS
WATER CAPITAL PROJECT PROGRAMS**

To: District Board

December 4, 2017

From: Board of Finance

The District has undertaken the task of updating its Capital Improvement Project (CIP) records. The task includes the identification of projects which have been completed, cancelled, or had a change of scope. Based upon the review, District staff now recommends that the following projects be closed.

Proj. Definition	Year	BA	Project Description	Town	Budget	Expended Amount	Remaining Balance
WAT.CW1371.01	2013	2113	2013 CWP-CAPITAL AVE	Hartford	270,000.00	7,869.91	262,130.09
		2113 Total			270,000.00	7,869.91	262,130.09
WAT.CW1233.01	2008	2208	General Purpose Water Program	Various	1,100,000.00	890,000.00	210,000.00
WAT.CW1240.01	2008	2208	2008 Watershed Road Rehabilitation	Barkhamsted	800,000.00	797,537.62	2,462.38
		2208 Total			1,900,000.00	1,687,537.62	212,462.38
WAT.CW1244.02	2010	2209	2010- Broad Street	Hartford	900,000.00	650,097.32	249,902.68
		2209 Total			900,000.00	650,097.32	249,902.68
CWN0001112	2000	2304	2000 DAM SAFETY IMPR	West Hartford	5,000,000.00	4,996,070.74	3,929.26
		2304 Total			5,000,000.00	4,996,070.74	3,929.26
WAT.CW1271.01	2010	2320	2010WatrMain WetherA	Hartford	300,000.00	0	300,000.00
WAT.CW1279.01	2010	2320	2010WaterMain Warner	Hartford	3,420,000.00	3,419,997.00	3.00
WAT.CW1280.01	2010	2320	2010WaterMain Bond S	Hartford	678,000.00	0	678,000.00
WAT.CW1315.01	2011	2320	2011 CWP-WMR	Various	290,798.00	273,739.66	17,058.34
WAT.CW1315.20	2011	2320	2011 CWP-WMR A	Hartford	2,151,473.43	2,151,383.08	90.35
WAT.CW1315.30	2011	2320	2011 CWP-WMR FRA	Hartford	1,307,728.57	1,304,821.27	2,907.30
WAT.CW1316.02	2011	2320	2012 CWP-ENFIELD ST	Hartford	120,000.00	0	120,000.00
WAT.CW1317.01	2011	2320	2011CWP GREENFIELD S	Hartford	240,000.00	0	240,000.00
WAT.CW1318.01	2011	2320	2011 CWP-MAGNOLIA ST	Hartford	575,000.00	0	575,000.00
WAT.CW1319.01	2011	2320	2011 CWP ALBANY AVE	Hartford	150,000.00	0	150,000.00
WAT.CW1325.01	2011	2320	2011 CWP WETHERSFIEL	Hartford	60,000.00	0	60,000.00
WAT.CW1326.01	2011	2320	2011 CWP PARK RIVER	Hartford	117,000.00	0	117,000.00
WAT.CW1327.01	2011	2320	2011 CWP NORTH BEACO	Hartford	1,060,000.00	0	1,060,000.00
WAT.CW1336.01	2012	2320	2012 CWP SMAPLE E HA	Hartford	2,750,000.00	2,747,129.02	2,870.98
WAT.CW1347.01	2012	2320	2012 WPS CANAL WH	West Hartford	1,779,000.00	1,552,524.24	226,475.76
		2320 Total			14,999,000.00	11,449,594.27	3,549,405.73
WAT.CW1199.01	2008	2324	2008 Water Supply Facility Improvements	Barkhamsted	2,200,000.00	1,806,548.66	393,451.34
		2324 Total			2,200,000.00	1,806,548.66	393,451.34
WAT.CW1214.01	2007	2330	2007 Tower Ave Water	Hartford	3,595,000.00	2,976,300.68	618,699.32
WAT.CW1238.01	2007	2330	2007 Cedar St Htfd	Hartford	1,040,000.00	951,363.97	88,636.03
		2330 Total			4,635,000.00	3,927,664.65	707,335.35
		2331 Total			3,560,000.00	698,826.34	2,861,173.66
WAT.CW1207.01	2008	2333	2008 Farmington Ave	Hartford	1,000,000.00	642,624.53	357,375.47
		2333 Total			1,000,000.00	642,624.53	357,375.47
WAT.CW1197.01	2008	2337	2008 WH Security	West Hartford	2,500,000.00	2,488,492.24	11,507.76
		2337 Total			2,500,000.00	2,488,492.24	11,507.76
WAT.CW1357.01	2012	2340	2012 WATER REHAB PRG	Various	1,500,000.00	641,175.25	858,824.75
WAT.CW1313.02	2011	2340	2011 COLLINSVILLE WTPF	Collinsville	24,560.00	23,090.09	1,469.91
		2340 Total			1,524,560.00	664,265.34	860,294.66
WAT.CW1305.01	2011	2341	2011 LAND ACQUISITION	Various	300,000.00	-	300,000.00
		2341 Total			300,000.00	-	300,000.00
		Grand Total			38,788,560.00	29,019,591.62	9,768,968.38

At a meeting of the Board of Finance held on November 8, 2017, it was:

It is **RECOMMENDED** that it be

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

Resolved: That the District Board approves appropriation closeouts for the projects listed above.

Respectfully submitted,

John S. Mirtle, Esq.
District Clerk

**BOARD OF FINANCE
CLOSEOUT OF WATER, SEWER AND COMBINED PROGRAMS
SEWER CAPITAL PROJECT PROGRAMS**

To: District Board

December 4, 2017

From: Board of Finance

The District has undertaken the task of updating its Capital Improvement Project (CIP) records. The task includes the identification of projects which have been completed, cancelled, or had a change of scope. Based upon the review, District staff now recommends that the following projects be closed.

Proj. Definition	Year	BA	Project Description	Town	Budget	Expended Amount	Remaining Balance
WWA.CS1144.01	2007	5107	2007 Mansfield St.	Hartford	1,000,000.00	1,000.00	999,000.00
		5107 Total			1,000,000.00	1,000.00	999,000.00
WWA.CS1136.01	2008	5108	2008 GPS Program	Various	521,561.00	181,976.42	339,584.58
WWA.CS1143.01	2008	5108	2008 Cedar St Htfd	Hartford	1,200,000.00	978,811.80	221,188.20
		5108 Total			1,721,561.00	1,160,788.22	560,772.78
WWA.CS1133.01	2009	5109	2009 GPSP	Various	1,322,200.00	1,143,342.87	178,857.13
WWA.CS1145.01	2009	5109	2009 Cedar St. Htfd	Hartford	1,400,000.00	1,140,492.74	259,507.26
WWA.CS1160.01	2009	5109	Erosion Slope Repair	Hartford	284,800.00	129,689.99	155,110.01
WWA.CS1163.01A	2011	5109	2011 General Purpose Sewer	Various	74,422.14	51,186.00	23,236.14
WWA.CS1163.11	2011	5109	2011 General Purpose Sewer	Various	422,707.00	358,106.00	64,601.00
WWA.CS1163.20	2011	5109	2011 GPS EH High St	East Hartford	1,502,870.86	1,377,517.94	125,352.92
		5109 Total			5,007,000.00	4,200,335.54	593,474.40
WWA.CS1218.01	2013	5113	2013 WPC EQPMT REFRB	Various	1,260,000.00	1,199,671.32	60,328.68
WPC.EQ0014.02	2014	5113	2014 WPC Renw&Replac	Various	2,250,000.00	2,185,159.61	64,840.39
		5113 Total			3,510,000.00	3,384,830.93	125,169.07
WWA.CSA445.01	2008	5630	2008 Orchard Road WH	West Hartford	600,000.00	237,263.37	362,736.63
WWA.CSA442.01	2009	5630	2009 Assessable Sew	Various	170,266.60	170,266.60	0.00
WWA.CSA448.01	2009	5630	2009 -1200 Wind. Ave	Hartford	911.34	911.34	0.00
WWA.CSA447.01	2010	5630	2010 -1037 Wind. Ave	Hartford	125,400.00	108,271.32	17,128.68
WWA.CSA446.01	2010	5630	2010 Assessable Sewer	Various	128,600.00	0	128,600.00
		5630 Total			1,025,177.94	516,712.63	508,465.31
WWA.CS1166.01	2011	5680	2011 WPC E&F REFURB	Various	1,200,000.00	1,152,780.06	47,219.94
WWA.CS1186.01	2012	5680	2012 WPC EQ & FAC RE	Various	1,200,000.00	1,002,067.42	197,932.58
		5680 Total			2,400,000.00	2,154,847.48	245,152.52
WWA.CS1137.01	2008	5738	2008 SCADA System	Various	2,500,000.00	2,420,666.96	79,333.04
		5738 Total			2,500,000.00	2,420,666.96	79,333.04
WWA.CS1159.01	2008	5741	Goff Brook South Branch	Hartford	1,621,519.61	1,401,196.09	220,323.52
WWA.CS1168.01	2008	5741	Goff Brook - South Branch Phase II	Hartford	3,208,000.00	3,140,994.67	67,005.33
WWA.CS1131.01	2009	5741	2009 CMOM Compli	MDC	1792000	1506261.31	285,738.69
		5741 Total			6621519.61	6048452.07	573,067.54
SSO0000004	2006	5800	2006 SSO - Rocky Hil	Rocky Hill	5,000,000.00	3,847,284.59	1,152,715.41
SSO0000005	2006	5800	2006 SSO - Weth.	Wethersfield	5,000,000.00	4,828,753.86	171,246.14
SSO0000006	2006	5800	2006 SSO - Windsor	Windsor	5,000,000.00	3,762,238.43	1,237,761.57
		5800 Total			15,000,000.00	12,438,276.88	2,561,723.12
WWA.CS1176.01	2012	5803	2012 S 4 MILE RD WH	West Hartford	4,905,000.00	4,904,464.33	535.67
WWA.CS1216.01	2013	5803	2013 SWR REHAB PRGM	Various	2,500,000.00	2,008,743.87	491,256.13
		5803 Total			7,405,000.00	6,913,208.20	491,791.80
		Grand Total			46,190,258.55	39,239,118.91	6,951,139.64

At a meeting of the Board of Finance held on November 8, 2017, it was:

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

Resolved: That the District Board approves appropriation closeouts for the projects listed above.

Respectfully submitted,

John S. Mirtle, Esq.
District Clerk

**BOARD OF FINANCE
CLOSEOUT OF WATER, SEWER AND COMBINED PROGRAMS
COMBINED CAPITAL PROJECT PROGRAMS**

To: District Board

December 4, 2017

From: Board of Finance

The District has undertaken the task of updating its Capital Improvement Project (CIP) records. The task includes the identification of projects which have been completed, cancelled, or had a change of scope. Based upon the review, District staff now recommends that the following projects be closed.

Proj. Definition	Year	BA	Project Description	Town	Budget	Expended Amount	Remaining Balance
COM.CFP180.01	2013	5613	2013 FLEET REPALCMNT	MDC	1,100,000.00	1,046,792.29	53,207.71
		5613 Total			1,100,000.00	1,046,792.29	53,207.71
COM.CFP145.01	2008	5651	ADA Handicapped Access I	MDC	500,000.00	291,556.56	208,443.44
		5651 Total			500,000.00	291,556.56	208,443.44
COM.CFP144.01	2009	5652	2009 Cap.Equip.Rep.	MDC	1,877,000.00	1,546,827.47	330,172.53
		5652 Total			1,877,000.00	1,546,827.47	330,172.53
		Grand Total			3,477,000.00	2,885,176.32	591,823.68

At a meeting of the Board of Finance held on November 8, 2017, it was:

It is **RECOMMENDED** that it be

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

Resolved: That the District Board approves appropriation closeouts for the projects listed above.

Respectfully submitted,

John S. Mirtle, Esq.
District Clerk

**BOARD OF FINANCE
CLOSEOUT OF CLEAN WATER PROGRAMS
CLEAN WATER FUND PROJECT PROGRAMS**

To: District Board

December 4, 2017

From: Board of Finance

The District has undertaken the task of updating its Clean Water Fund Program records. The task includes the identification of projects which have been completed, cancelled, or had a change of scope. Based upon the review, District staff now recommends that the following projects be closed.

Proj. Definition	Year	BA	Project Description	Budget	Expended Amount	Remaining Balance
CW1.FSSFAR.06	2007	5300	Farmington Proj #6	\$ 8,191,515.15	\$ 8,191,515.15	\$ -
CW1.MGMPMC.15	2007	5300	2015 CWP PMC / CDM	6,125,657.96	6,125,657.96	-
CW1.SSOGEN.11	2007	5300	SSO Pilot Study	3,333,591.26	3,333,591.26	-
CW1.SSONWT.01	2007	5300	2012 SSO-Newington	3,409,832.12	3,409,832.12	-
CW1.SSONWT.02	2007	5300	2012 Newinton Lining	6,087,908.08	6,087,908.08	-
CW1.SSOWHA.01	2007	5300	2012 W. Hartford PR	1,577,096.29	1,577,096.29	-
CW1.SSOWHA.02	2007	5300	2012 SSO Pilot E- WH	2,047,087.39	2,047,087.39	-
CW1.SSOWHA.04	2007	5300	2012 Four Mile Rd	2,689,904.58	2,689,904.58	-
CW1.SSOWND.01	2007	5300	2012 SSO-Windsor	2,669,498.47	2,669,498.47	-
CW1.SSOWTH.01	2007	5300	2011 SSO-Wethersfield	4,204,575.71	4,204,575.71	-
CW1.SSOWTH.03	2007	5300	2012 SSO Pilot D-Wet	2,286,152.78	2,286,152.78	-
CW1.SSSPAR.07	2007	5300	Retreat Avenue	9,331,401.93	9,331,401.93	-
CW1.WTFHAR.16	2007	5300	BNR Phase II Upgrade	35,419,750.97	35,419,750.97	-
CW1.WTFHAR.17	2007	5300	2011 Solids Handling	779,406.04	779,406.04	-
		5300 Total		\$ 88,153,378.73	\$ 88,153,378.73	\$ -

At a meeting of the Board of Finance held on November 8, 2017, it was:

It is **RECOMMENDED** that it be

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

Resolved: That the District Board approves appropriation closeouts for the projects listed above.

Respectfully submitted,

John S. Mirtle, Esq.
District Clerk

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

**WATER BUREAU
REVISIONS TO DISTRICT WATER RATES**

To: District Board

December 4, 2017

From: Water Bureau

The 2018 budget in support of Water Operations calls for the water use rate to increase to \$3.14 per hundred cubic feet (CCF). The changes will become effective January 1, 2018.

A discussion of the several rates that comprise the proposed schedule for 2018 and the recommendations pertaining to each follows:

Water Used Charge – Treated Water

Staff recommends that the rate charged for the use of treated water based on actual metered consumption increase from \$2.77 per CCF to \$3.14 per CCF.

The recommended rate for treated water, based on actual metered consumption, is:

<u>WATER USAGE</u>	<u>CURRENT RATE</u>	<u>PROPOSED RATE</u>
All Customers	\$2.77/100 Cu. ft.	\$3.14/100 Cu ft.

Customer Service Charge

Revenues from this customer service charge are intended to support a portion of the fixed operating, maintenance and debt costs associated with water operations. The customer service charges in the residential category (5/8", 3/4", and 1" meters) will remain at \$44.94 per quarter. The customer service charges for the 6" will remain at \$1,458.21 per quarter. The customer service charges for the 1 1/2", 2", 3", 4", 8", 10" and 12" meters will remain at \$145.80, \$233.40, \$437.67, \$730.65, \$2,313.48, \$3,533.31, \$5,689.14 per quarter respectively.

Surcharge Outside The Metropolitan District

A fixed "surcharge" rate is added to all accounts for service outside the boundaries of the District. The surcharge is based on the size of the meter that serves each delivery point. Revenues from this charge are for the reimbursement of assets deployed. The surcharge rates have been set at the same rates as the Customer Service Charges. The surcharge rates in the residential category (5/8", 3/4", and 1" meters) will remain at \$44.94 per quarter. The customer service charges for the 6" will remain at \$1,458.21 per quarter. The customer service charges for the 1 1/2", 2", 3", 4", 8", 10" and 12" meters will remain at \$145.80, \$233.40, \$437.67, \$730.65, \$2,313.48, \$3,533.31, \$5,689.14 per quarter respectively.

Water Used Charge – Untreated Water

The District provides untreated water to other agencies and water companies for a fixed rate based on actual consumption. The current rate for this untreated or "raw" water is \$1.00 per hundred cubic feet of consumption. It is recommended that the charge for untreated water increase to the rate of \$1.50 per hundred cubic feet.

Surcharge Outside the Metropolitan District for Capital Improvements

A surcharge is added to the water rate to recover the cost of major capital improvements and/or upgrades such as water main extensions, pump stations, etc. In non-member towns.

Private Fire Protection Charge

Rates for private fire protection are charged to all fire service accounts based on the size of the service connection. Staff recommends monthly service charges for the 2", 3", 4", 6", 8", 10" and 12" meters rates increase to \$17.91, \$23.30, \$34.98, \$58.67, \$88.21, \$147.73, \$207.76 respectively.

Conclusion

Staff believes that the foregoing rate change recommendations are justified, reflect the sound financial administration that has earned the District support among credit rating agencies and financial advisors, and are consistent with the policy direction of the Commission.

At a meeting of the Water Bureau held on December 4, 2017, it was:

RECOMMENDED that it be

Voted: That the Water Bureau, acting under Section 5-4 of the District Charter, establishes revised water rates effective with the meter readings rendered on and after January 1, 2018, as set forth in the following Water Supply Ordinances

Further

Voted: That following the public hearing held on November 15, 2017, as required by Special Act 01-3, as adopted by the General Assembly of the State of Connecticut, and Section 2-14 of the Charter of The Metropolitan District, the Water Bureau recommends to the District Board, through the Committee on MDC Government, approval of revisions to Water Supply Ordinances §§ W1a, W1d and W6f by the enactment of said proposed ordinances. (Additions are indicated by underscoring and deletions are crossed out).

**REVISIONS TO WATER SUPPLY ORDINANCES
W-1 WATER RATES**

SEC. W1a WATER USED CHARGE (TREATED WATER)

The WATER USED CHARGE is the quantity of water used as read at the meter, as follows:

BILLS RENDERED	RATE
MONTHLY AND QUARTERLY	\$2.77 per 100 Cubic Feet
	<u>\$3.14 per 100 Cubic Feet</u>

SEC. W1b CUSTOMER SERVICE CHARGE

The CUSTOMER SERVICE CHARGE is a service charge applicable to all metered services and services to be metered. The charge shall be determined from the size of each meter installed or to be installed on the premises, as follows:

SIZE OF METER	<u>MONTHLY BILLING</u>	<u>QUARTERLY BILLING</u>
5/8"	<u>\$14.98</u>	<u>\$44.94</u>
3/4"	<u>\$14.98</u>	<u>\$44.94</u>
1"	<u>\$14.98</u>	<u>\$44.94</u>
1 1/2"	<u>\$48.60</u>	<u>\$145.80</u>
2"	<u>\$77.80</u>	<u>\$233.40</u>
3"	<u>\$145.89</u>	<u>\$437.67</u>
4"	<u>\$243.55</u>	<u>\$730.65</u>
6"	<u>\$486.07</u>	<u>\$1,458.21</u>
8"	<u>\$771.16</u>	<u>\$2,313.48</u>
10"	<u>\$1,777.77</u>	<u>\$3,533.31</u>
12"	<u>\$1,896.38</u>	<u>\$5,689.14</u>

SEC. W1c SURCHARGE OUTSIDE THE METROPOLITAN DISTRICT

In towns outside the limits of The Metropolitan District, in addition to charges under SEC. W1a and W1b, there shall be a surcharge determined from the size of the meter installed on the premises, as follows:

SIZE OF METER	MONTHLY BILLING	QUARTERLY BILLING
5/8"	<u>\$14.98</u>	<u>\$44.94</u>
3/4"	<u>\$14.98</u>	<u>\$44.94</u>
1"	<u>\$14.98</u>	<u>\$44.94</u>
1 1/2"	<u>\$48.60</u>	<u>\$145.80</u>
2"	<u>\$77.80</u>	<u>\$233.40</u>
3"	<u>\$145.89</u>	<u>\$437.67</u>
4"	<u>\$243.55</u>	<u>\$730.65</u>
6"	<u>\$486.07</u>	<u>\$1,458.21</u>
8"	<u>\$771.16</u>	<u>\$2,313.48</u>
10"	<u>\$1,777.77</u>	<u>\$3,533.31</u>
12"	<u>\$1,896.38</u>	<u>\$5,689.14</u>

SEC. W1d CHARGES FOR UNTREATED WATER

Charges for untreated water sold to water companies and agencies under agreement between The Metropolitan District and such companies or agencies, or by other arrangement, shall ~~remain at the rate of \$1.00 cents~~ **be a rate of \$1.50** per hundred cubic feet.

SEC. W1f SURCHARGE OUTSIDE THE METROPOLITAN DISTRICT FOR CAPITAL IMPROVEMENTS

In towns outside the limits of The Metropolitan District for which capital improvements or layout and assessment projects are constructed, in addition to charges under SEC. W1a, W1b and W1c, there shall be a surcharge on the water rates determined from the size of the meter installed on the premises, as follows:

Farmington

SIZE OF METER	MONTHLY BILLING	QUARTERLY BILLING
5/8"	<u>\$1.32</u>	<u>\$3.96</u>
1"	<u>\$2.21</u>	<u>\$6.63</u>
1 1/2"	<u>\$4.41</u>	<u>\$13.23</u>
2"	<u>\$7.06</u>	<u>\$21.18</u>
3"	<u>\$13.23</u>	<u>\$39.69</u>
4"	<u>\$22.05</u>	<u>\$66.15</u>
8"	<u>\$70.56</u>	<u>\$211.68</u>

Glastonbury

SIZE OF METER	MONTHLY BILLING	QUARTERLY BILLING
	<u>\$1.74</u>	<u>\$5.22</u>
5/8"	<u>\$1.76</u>	<u>\$5.28</u>
3/4"	<u>\$2.90</u>	<u>\$8.70</u>
1"	<u>\$5.81</u>	<u>\$17.43</u>
1 1/2"	<u>\$9.29</u>	<u>\$27.87</u>
2"	<u>\$17.43</u>	<u>\$52.29</u>
3"	<u>\$28.99</u>	<u>\$86.97</u>
4"		

South Windsor

SIZE OF METER	MONTHLY BILLING	QUARTERLY BILLING
	<u>\$.57</u>	<u>\$1.71</u>
5/8"	<u>\$.57</u>	<u>\$1.71</u>
3/4"	<u>\$.95</u>	<u>\$2.85</u>
1"	<u>\$1.91</u>	<u>\$5.73</u>
1 1/2"	<u>\$3.05</u>	<u>\$9.15</u>
2"	<u>\$5.72</u>	<u>\$17.16</u>
3"	<u>\$9.51</u>	<u>\$28.53</u>
4"	<u>\$19.02</u>	<u>\$57.06</u>
6"		

SEC. W6f CHARGES FOR PRIVATE FIRE PROTECTION SERVICE

Charges for connections to water mains supplying water for fire protection, metered, or unmetered, shall be in accord with the following table:

SIZE OF CONNECTION	MONTHLY CHARGE
2"	<u>\$15.75</u>
3"	<u>\$20.49</u>
4"	<u>\$30.76</u>
6"	<u>\$51.59</u>
8"	<u>\$77.57</u>
10"	<u>\$129.91</u>
12"	<u>\$182.70</u>

SIZE OF CONNECTIONMONTHLY CHARGE

<u>2"</u>	<u>\$17.91</u>
<u>3"</u>	<u>\$23.30</u>
<u>4"</u>	<u>\$34.98</u>
<u>6"</u>	<u>\$58.67</u>
<u>8"</u>	<u>\$88.21</u>
<u>10"</u>	<u>\$147.73</u>
<u>12"</u>	<u>\$207.76</u>

Respectfully submitted,

John S. Mirtle, Esq.
District Clerk

On motion made by Commissioner Sweezy and duly seconded, the report was received and resolution adopted by majority vote of those present. Commissioners Avedisian, Gardow, Hall and Ionno opposed.

**WATER BUREAU
REVISIONS TO WATER ASSESSMENT RATES AND OTHER RELATED
CHARGES AND SPECIAL WATER RATES AND CHARGES**

To: District Board

December 4, 2017

From: Water Bureau

In support of the annual water operating budget, staff is submitting these rates in conjunction with the revisions to the proposed Fiscal Year 2018 water rates and other peripheral charges associated with the delivery and sale of water as part of the annual budget adoption process.

Staff has reviewed the following rates and recommends the rates remain the same as Fiscal Year 2017.

At a meeting of the Water Bureau held on December 4, 2017, it was:
Voted: That the Water Bureau hereby adopts the following schedule of fees effective January 1, 2018:

Water Assessment Rates and Other Related Charges:

Main Pipe Assessment	\$77.00/ft
Service Pipe Taps	
Domestic (includes spacer and meter costs):	
1" Service Tap with 5/8" Meter	\$550.00
1" Service Tap with 3/4" Meter	\$575.00
1-1/2" Service Tap with 1" Meter	\$695.00
2" Service Tap with 1-1/2" Meter	\$1,400.00
4" Service Tap with 2" Meter	\$1,450.00
4" Service Tap with 3" Meter	\$1,580.00
6" Service Tap with 4" Meter	\$1,780.00
8" Service Tap with 6" Meter	\$2,400.00
10" Service Tap with 8" Meter	\$3,370.00
Fire Service	
2" Fire Service Tap	\$565.00
4", 6", 8 " Fire Service Tap	\$460.00
Hydrants	
Installed after the main	\$9,800.00
Hydrant Maintenance	\$100.00
Hydrant Relocation	\$15,000.00
	deposit +/- actual cost + overhead
Fire Flow Testing	\$340.00

Special Meter Charges and Deposits:

Hydrant Meters	
Administrative and meter reading fee, including connection and inspection fees + actual water use to be billed	\$1,000.00
Hydrant Meter Deposit	\$1,500.00
Subsequent re-inspection and testing fee, if backflow prevention device required	\$50.00
Frozen, Lost or Damaged Meters	
5/8" meter	\$200.00
3/4" meter	\$240.00
1" meter	\$275.00
1-1/2" meter	\$920.00

2" meter	\$1,155.00
3" meter	\$1,355.00
4" meter	\$1,615.00
6" meter	\$2,560.00
8" meter	\$4,000.00
Radio transmitter unit	\$155.00
Spacer Charges	
5/8", 3/4"	\$145.00
1"	\$150.00
1-1/2"	\$200.00
2" & larger	\$220.00
3 rd Party Damaged Hydrant Charge	
Repair or Replacement	actual cost + overhead
Delinquent Account Review and Lien Fees	\$85.00
Delinquent Account Review and Lien Fees – Condo Assoc.	\$26.00
Checks Returned for Insufficient Funds	\$50.00
Shut-Off/Turn-on for Non-Payment	\$100.00
Shut-Off/Turn-on for Non-Payment (subsequent event in same year)	\$200.00
Scheduled Overtime/Emergency Inspections	\$325.00
Off and On Within 12 Months	\$95.00
Install Permanent Meter (No Service Tap)	
5/8" – 1" Meter	\$95.00
2" Meter & larger	\$240.00
Backflow Prevention Device Testing	\$90.00
Service Call 1 st visit free	N/A
Service Call - Subsequent visits	\$90.00/ea
Closing Meter Reading Fee	\$90.00
Water Wagon - Non-Sunday	\$1,030.00
Water Wagon – Sunday	\$1,350.00
Water Tanker – Administrative Fee	
+ actual water use to be billed	\$75.00
Administrative Review for Water and/or Sewer Services	\$465.00
Tampering of Hydrant or Water Supply	
First offense	\$500.00

Subsequent offense	\$1,000.00
Water Service Installation Charge	\$1,800.00

Respectfully submitted,

John S. Mirtle, Esq.
District Clerk

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

Commissioner Osgood left the meeting at 7:07 PM

**COMMITTEE ON MDC GOVERNMENT
PROPOSED ADDITION TO THE GENERAL ORDINANCES § G9
OF THE METROPOLITAN DISTRICT**

To: District Board

December 4, 2017

From: Committee on MDC Government

District staff, through the Office of District Counsel, submits the addition of Section G9, "INDEPENDENT CONSUMER ADVOCATE", to The Metropolitan District General Ordinances for consideration by the Committee on MDC Government. Pursuant to the authority set forth in Section 1(g) of Special Act 08-9 (Regular Session 2008).

At a meeting of the Committee on MDC Government held on December 4, 2017 it was:

VOTED: That the Committee on MDC Government recommends to the District Board passage of the following resolution:

RESOLVED: That the addition to The Metropolitan District's General Ordinances be adopted as follows:

**G-9 INDEPENDENT CONSUMER ADVOCATE
PART 9, GENERAL ORDINANCES**

<u>Section</u>	<u>Section Title</u>
G9a	Independent Consumer Advocate
G9b	Reports

SEC. G9a INDEPENDENT CONSUMER ADVOCATE

The State of Connecticut Consumer Counsel (“Consumer Counsel”) will appoint an Independent Consumer Advocate (“Consumer Advocate”) who shall be a member of the Connecticut bar and shall have private legal experience in public utility law and policy. The Consumer Advocate shall act as an independent advocate for consumer interests in all matters which may affect District consumers, including, but not limited to, rates, water quality, water supply and wastewater service quality. The Consumer Counsel will appoint the Independent Consumer Advocate prior to November 1, 2017 and then in each odd numbered year thereafter to serve for a two-year term commencing on the following first day of January. The Consumer Advocate shall be independent of the District Board and may not be removed by the District Board for any reason. The District Board shall not direct or oversee the activities of the Consumer Advocate. The District Board shall cooperate with reasonable requests of the Consumer Advocate to enable the Consumer Advocate to effectively perform his or her duties and functions. The Consumer Advocate may be terminated by the Consumer Counsel prior to the completion of a two-year term only for misconduct, material neglect of duty or incompetence. Costs related to the Consumer Advocate, including, but not limited to, hourly fees and necessary expenses shall be paid for by the District. The annual amount of such costs shall not exceed seventy thousand dollars for the period from November 1, 2017 through December 31, 2018 and fifty thousand dollars for each year thereafter, unless there is a demonstration of substantial need made by the Consumer Advocate and approved by the District Board. From November 1, 2017 through December 31, 2017, the Consumer Advocate shall not perform any of his or her official functions as set forth herein, but rather perform those duties reasonably necessary to enable him or her to commence performing the official functions of the Consumer Advocate as of January 1, 2018.

The Consumer Advocate may appear and participate in District matters or any other federal or state regulatory or judicial proceeding in which consumers generally of the District are or may be involved. The Consumer Advocate, in carrying out his or her duties, shall: (1) Have access to the records of the District, (2) have the right to make a reasonable number of copies of District records, (3) be entitled to call upon the assistance of the District's technical and legal experts, and (4) have the benefit of all other information of the District, except for employment records and other internal documents that are not relevant to the duties of the Consumer Advocate. Prior to January 1, 2018, the Consumer Advocate and representatives of the District shall determine those District records that may be publicly disclosed without prior consent of the District. Requests for public disclosure of any other records shall be forwarded to the District Clerk and processed in accordance with the State of Connecticut Freedom of Information Act.

Nothing herein shall be construed to prevent any party interested in any proceeding or action of the District from appearing in person or from being represented by counsel therein.

SEC. G9b REPORTS

The Consumer Advocate shall prepare reports of his or her activities and submit such reports at the end of each calendar quarter to the District, the chief elected official of each town receiving service from the District and to the Consumer Counsel. Such quarterly reports shall be posted on the Internet web sites of the District and the Consumer Counsel. The Consumer Advocate shall hold an annual public forum on the second Wednesday of October each year at a location where the District holds hearings, for the purpose of describing the recent activities of the Consumer Advocate and receiving feedback from consumers. The District shall publicize the public forum through an announcement at the preceding scheduled meeting of the District, on its Internet web site and in a notice on or attached to its consumer bills. The Consumer Advocate may hold additional public forums as he or she deems necessary.

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 majority vote of those present. Commissioners Avedisian, Gardow, Hoffman and Ionno opposed; Commissioner Camilliere abstained.

**COMMITTEE ON MDC GOVERNMENT
REVISIONS TO DISTRICT WATER ORDINANCES
§§ W1A, W1D, W2B, W2C, W4H, W4I, W5G, W6B, W6F, W7O**

To: District Board

December 4, 2017

From: Committee on MDC Government

District staff, through the Office of District Counsel, submits the following ordinance revisions to The Metropolitan District Water Ordinances for consideration by the Committee on MDC Government. Pursuant to the authority set forth in Section 1(g) of Special Act 08-9 (Regular Session 2008).

§ W1a	“WATER USED CHARGE (TREATED WATER)”
§ W1d	“CHARGES FOR UNTREATED WATER”
§ W2b	“UNPAID WATER BILL CONSTITUTES LIEN”
§ W2c	“SHUT-OFF FOR NON-PAYMENT/DENIAL OF ACCESS”
§ W4h	“INSTALLATION OF MAINS BY DEVELOPER'S METHOD”
§ W4i	“ACQUISITION OF PRIVATE SYSTEM”
§ W5g	“COMBINATION SERVICES NOT ALLOWED”
§ W6b	“CHARGES FOR MAINTENANCE”
§ W6f	“CHARGES FOR PRIVATE FIRE PROTECTION SERVICE”
§ W7o	“AIRCRAFT”

SEC. W1a WATER USED CHARGE (TREATED WATER)

The WATER USED CHARGE is the quantity of water used as read at the meter, as follows:

BILLS RENDERED	RATE
MONTHLY AND QUARTERLY	\$2.77 per 100 Cubic Feet
	<u>\$3.14 per 100 Cubic Feet</u>

SEC. W1d CHARGES FOR UNTREATED WATER

Charges for untreated water sold to water companies and agencies under agreement between The Metropolitan District and such companies or agencies, or by other arrangement, shall ~~remain at the rate of \$1.00 cents~~ **be a rate of \$1.50** per hundred cubic feet.

SEC. W2b UNPAID WATER BILL CONSTITUTES LIEN

Any claim or debt due for charges for the use of water shall be and constitute a lien upon the lot, house, tenement or premises upon, or in conjunction with which, said water was used until such claim or debt, together with interest and lien charges shall be fully paid, but no such lien shall attach unless a certificate of such lien, describing the property on which the same exists and the amount to be claimed, signed by the Registrar or other authorized representative of the Water Bureau, shall be filed with the town clerk of the town wherein such lien accrued, within ~~one~~ **two** years ~~after~~ after the original charge shall have become payable.

SEC. W2c SHUT-OFF FOR NON-PAYMENT/DENIAL OF ACCESS

The Water Bureau reserves the right to shut off the water from premises where the bill remains unpaid 30 days after date on which payment is due **or the property owner refuses to grant access to view, inspect, repair or replace the water**

meter or other District equipment. If so turned off, the water will not be turned on again without payment of all charges, or the granting of access to the District equipment, as the case may be, plus a fee as established by the Water Bureau as part of its Special Rules and Charges.

SEC. W4h INSTALLATION OF MAINS BY DEVELOPER'S METHOD

In lieu of the installation of a Class II main or mains and appurtenances and the assessment therefore, ~~in unimproved rights-of-way in sub-division developments~~, the Water Bureau may, by agreement with the developer or owner, require the construction of, such main or mains and appurtenances at the expense of said developer or owner. The Water Bureau is empowered to authorize the District Clerk to enter into agreements on behalf of the developer's contractors or Water Bureau forces, or combinations thereof, as mutually determined and agreed upon. Such agreements shall provide for assumption of liability by the developer or owner in connection with such construction and adequate insurance shall be required. In cases where, in staff's opinion, special circumstances are involved, the Administration must bring the matter to The Water Bureau for approval. The Chairman or Vice Chairman of the Water Bureau is authorized to sign all such agreements on behalf of The Metropolitan District. The Chairman of the Water Bureau may, at his or her discretion, authorize the District Clerk to sign all such agreements on behalf of The Metropolitan District.

SEC. W4i ACQUISITION OF PRIVATE SYSTEM

If any private water system petitions the District to acquire or incorporate the private system into the District's water supply distribution system, or the District is legally ordered to acquire any private system in accordance with Conn. Gen. Stat. § 16-262o, the system must be inspected by District staff and meet District design and construction standards. The design and construction of any necessary improvements will be done in accordance with the District's process for the Developer's Method described in § W4h. The costs associated with any necessary improvements of the acquired private water system shall be paid by the acquired water company or by the properties so served.

SEC. W5g COMBINATION SERVICES NOT ALLOWED

The installation of combined fire and domestic services will not ordinarily be permitted except by special permission, a separate service connection being required in each case. When a combination service is to be installed by special permission or an existing combination service is repaired or replaced, the service pipe shall be laid in a manner prescribed by the Water Bureau and subject to inspection, before backfilling, by a representative of said bureau.

SEC. W6b CHARGES FOR MAINTENANCE

All public hydrants and their connections, when installed, are part of the plant public water system of The Metropolitan District, which will maintain them subject to an annual charge to be paid by the requesting authority responsible party. A public hydrant is defined as any hydrant connected to a public water main regardless of whether the public main is located outside a public roadway. Annual charges for maintenance will be billed to the municipality where the public hydrant is located. A private hydrant is a hydrant connected to a private service and is outside The District’s public water system. Annual charges for maintenance of private hydrants will be billed to the property owner or owner of the private water system. The amount of the annual charges for public and private hydrants shall be those established by the Water Bureau, based on current costs.

Non-payment of the annual maintenance charge, after due notice thirty days in advance, will be sufficient authority for the Water Bureau to discontinue service at all hydrants where such payment is in arrears.

SEC. W6f CHARGES FOR PRIVATE FIRE PROTECTION SERVICE

Charges for connections to water mains supplying water for fire protection, metered, or unmetered, shall be in accord with the following table:

<u>SIZE OF CONNECTION</u>	<u>MONTHLY CHARGE</u>
2"	<u>\$15.75</u>
3"	<u>\$20.49</u>
4"	<u>\$30.76</u>
6"	<u>\$51.59</u>
8"	<u>\$77.57</u>
10"	<u>\$129.91</u>
12"	<u>\$182.70</u>

<u>SIZE OF CONNECTION</u>	<u>MONTHLY CHARGE</u>
<u>2"</u>	<u>\$17.91</u>
<u>3"</u>	<u>\$23.30</u>
<u>4"</u>	<u>\$34.98</u>
<u>6"</u>	<u>\$58.67</u>
<u>8"</u>	<u>\$88.21</u>
<u>10"</u>	<u>\$147.73</u>
<u>12"</u>	<u>\$207.76</u>

SEC. W7o AIRCRAFT

The landing of aircraft on any reservoir, pond, or lake which is on the premises of the Metropolitan District is prohibited, except in case of emergency, and except that permission may be granted by an authorized agent of The Metropolitan District. **The unauthorized use of any unmanned aerial vehicle (drone) is prohibited on all property owned by The Metropolitan District.**

At a meeting of the Committee on MDC Government held on December 4, 2017, it was:

VOTED: That the Committee on MDC Government recommends to the District Board passage of the following resolution:

RESOLVED: That the following Metropolitan District's Water Ordinances be revised and adopted as follows:

SEC. W1a WATER USED CHARGE (TREATED WATER)

The WATER USED CHARGE is the quantity of water used as read at the meter, as follows:

BILLS RENDERED	RATE
MONTHLY AND QUARTERLY	\$3.14 per 100 Cubic Feet

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Charges for untreated water sold to water companies and agencies under agreement between The Metropolitan District and such companies or agencies, or by other arrangement, shall be a rate of \$1.50 per hundred cubic feet.

SEC. W2b UNPAID WATER BILL CONSTITUTES LIEN

Any claim or debt due for charges for the use of water shall be and constitute a lien upon the lot, house, tenement or premises upon, or in conjunction with which, said water was used until such claim or debt, together with interest and lien charges shall be fully paid, but no such lien shall attach unless a certificate of such lien, describing the property on which the same exists and the amount to be claimed, signed by the Registrar or other authorized representative of the Water Bureau, shall be filed with the town clerk of the town wherein such lien accrued, within two years after the original charge shall have become payable.

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The Water Bureau reserves the right to shut off the water from premises where the bill remains unpaid 30 days after date on which payment is due or the property owner refuses to grant access to view, inspect, repair or replace the water meter or other District equipment. If so turned off, the water will not be turned on again without payment of all charges, or the granting of access to the District equipment, as the case may be, plus a fee as established by the Water Bureau as part of its Special Rules and Charges.

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manner prescribed by the Water Bureau and subject to inspection, before backfilling, by a representative of said bureau.

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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 majority vote of those present. Commissioner Avedisian, Gardow, Hall and Ionno opposed.

No action was taken on Agenda Items #13A “Encroachment Agreement – 100 Phoenix Crossing, Bloomfield” and #13B “Acceptance of Sewers built by Developers Permit Agreement – Woodland Avenue, Bloomfield and Fraser Place, Hartford” because they were previously voted on and adopted at the November 1, 2017 District Board Meeting.

No action was taken on Agenda Item #14 “Petitions for Disability Retirement” because disability retirement is within the exclusive jurisdiction of the Personnel, Pension & Insurance Committee and no action is necessary, or warranted, by the District Board.

**SETTLEMENT OF PENDING LITIGATION
HELEN KUNIGIEL-BUKOWSKI V. MDC ET AL.**

To: District Board

December 4, 2017

BE IT HEREBY 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 lawsuit captioned *HELEN KUNIGIEL-BUKOWSKI V. The Metropolitan District et al.*, Docket No. HHD-CV16-6070739 (*“Litigation”*), for the total sum of \$10,000.00, subject to the proper execution of any and all documents reasonably necessary to effect said settlement, including but not limited to a general release containing a confidentiality provision from the plaintiff, and formal withdrawal of said action.

Respectfully submitted,

John S. Mirtle, Esq.
District Clerk

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

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

No one from the public appeared to be heard.

COMMISSIONER QUESTIONS AND COMMENTS

Commissioner Hall spoke regarding greater communications with our community and having local TV Stations to film our meetings.

Commissioner Vicino asked about low income assistance for water rates. A previous study will be distributed to Commissioners and will be referred to the Board of Finance and Committee on MDC Government.

Commissioner Salemi spoke about the water bill and revamping the way it looks and to clearly label and detail the charges.

Commissioner Adil discussed looking into public/private partnerships like they are doing within member towns. He suggested that the Strategic Planning Committee look into that.

Commissioner Currey discussed looking out of the box to find ways to decrease Ad Valorem in the future. This will be referred to the Board of Finance.

Commissioner Hoffman thanked the finance staff for their hard work during the budget process.

Chairman DiBella followed up and also thanked the finance staff for their hard work.

ADJOURNMENT

The meeting was adjourned at 7:30 PM

ATTEST:

John S. Mirtle, Esq.
District Clerk

Date of Approval