

**THE METROPOLITAN DISTRICT BOARD
BOARD ROOM, DISTRICT HEADQUARTERS
555 MAIN STREET, HARTFORD
MONDAY, FEBRUARY 10, 2020, 5:30 PM**

- | | |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | MEETING CALLED TO ORDER |
| 2. | ROLL CALL |
| 3. | PLEDGE OF ALLEGIANCE |
| 4. | APPROVAL OF MINUTES - MEETING OF JANUARY 6, 2020 |
| 5. | PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS |
| 6. | REPORT FROM DISTRICT CHAIRMAN |
| 7. | REPORT FROM CHIEF EXECUTIVE OFFICER |
| 8. | REPORT FROM DISTRICT COUNSEL |
| 9. | POTENTIAL SETTLEMENT OF PENDING LITIGATION - PAETZOLD v MDC
(POSSIBLE EXECUTIVE SESSION) |
| 10. | WATER BUREAU - CONSIDERATION AND POTENTIAL ACTION RE:
A. TRAIL CONSERVATION LICENSE AGREEMENT AT RESERVOIR 6
(Jan 15, 2020)
B. WATER SERVICE INSTALLATION CHARGE FOR KIMBERLY
 LANE/DAYTON ROAD AND RAYMOND ROAD PROJECTS IN
 GLASTONBURY (Jan 15, 2020)
C. REQUEST OF THE STATE OF CT DEPT. OF TRANSPORTATION FOR
 AN EASEMENT OVER DISTRICT PROPERTY LOCATED AT
 INTERSECTION OF ROUTES 318 AND 219 IN BARKHAMSTED (Feb 3,
2020) |
| 11. | BOARD OF FINANCE - CONSIDERATION AND POTENTIAL ACTION RE:
REALLOCATION OF CERTAIN BOND PROCEEDS (Feb 3, 2020) |
| 12. | COMMITTEE ON MDC GOVERNMENT - CONSIDERATION AND POTENTIAL
ACTION RE:
A. APPOINTMENT OF LEGISLATIVE CONSULTANTS (Jan 15, 2020)
B. REVISION TO 2020 NON-MEMBER TOWN CAPITAL IMPROVEMENT
 SURCHARGE (Jan 15, 2020) |
| 13. | PERSONNEL, PENSION AND INSURANCE COMMITTEE -
CONSIDERATION AND POTENTIAL ACTION RE: PENSION PLAN
AMENDMENT ONE-TIME RETIREE PAYMENT (Jan 15, 2020) |
| 14. | BUREAU OF PUBLIC WORKS - CONSIDERATION AND POTENTIAL
ACTION RE: REQUEST OF CONNECTICUT LIGHT & POWER d/b/a
EVERSOURCE FOR AN EASEMENT OVER DISTRICT PROPERTY |

LOCATED AT 231-255 BRAINARD RD, HARTFORD (Feb 3, 2020)

- 15. OPPORTUNITY FOR GENERAL PUBLIC COMMENTS**
- 16. COMMISSIONER QUESTIONS & COMMENTS**
- 17. OTHER BUSINESS**
- 18. ADJOURNMENT**

**WATER BUREAU
TRAIL CONSERVATION LICENSE AGREEMENT
PROPOSED TRAIL – RESERVOIR 6, BLOOMFIELD**

To: District Board

February 10, 2020

From: Water Bureau

In April 2018, the Connecticut Forest and Parks Association (“CFPA”), a Connecticut non-profit conservation organization dedicated to connecting people to land in order to protect, among other things, walking trails in Connecticut, approached the Metropolitan District to initiate discussions regarding CFPA’s desire to enter into an agreement pursuant to which a walking trail would be developed from Auerfarm Scenic Reserve to the 4-H Education Center located off of Simsbury Road in Bloomfield to Reservoir No. 6 in Bloomfield. Such an agreement is not unique between the CFPA and the Metropolitan District since, in 1978, the CFPA and the Metropolitan District entered into a similar agreement whereby the CFPA developed a three-mile walking trail across Metropolitan District-owned land located on the west side of Nepaug Reservoir in Burlington and New Hartford, Connecticut. If developed, the proposed walking trail to be developed in Bloomfield will start at an access point that is currently marked by a Metropolitan District utility gate, traverse across Metropolitan District property and connect with the existing “Red Loop Trail” on Reservoir 6. The Town of Bloomfield has expressed to the Metropolitan District its strong support for the development of this walking trail.

After several months of discussions and negotiations, the CFPA has agreed to certain conditions that will mitigate the District’s concerns regarding protecting the public as well as protecting the District’s interests and assets. In particular, the CFPA has agreed to the following conditions, among others:

1. The CFPA shall assume sole and complete responsibility, fiscal and otherwise, for clearing, constructing and maintaining a footpath, such activities to be subject to the prior review and approval of District inspectors.
2. The term of the agreement is ten (10) years subject to extension; however, the District reserves the right to suspend, terminate and/or revoke any and all rights that may be granted under the proposed agreement in the District’s sole and absolute discretion.
3. The existing gate, which will serve as the proposed access point from the 4-H Center, will be replaced by the CFPA at its expense and shall include a latch and locking mechanism which shall be controlled by the District.
4. Users of the walking trail shall not be charged any fee so as to ensure that the recreational immunity currently enjoyed by the District under State statute is preserved. Nevertheless, the CFPA will indemnify and hold the District harmless from any liability, and furthermore, the CFPA will be required to provide to the District evidence of specified insurance coverage that will

provide additional protection to the District as the District, as well as its member towns, will be named as additional insureds.

5. The District reserves the right to restrict and/or suspend access to its property through this access point for any reason.
6. The District will retain the right to direct that the walking trail be relocated in the event that the District believes that such relocation is in the best interests of the District or the members of the public who may utilize such trail.

Staff has reviewed the proposed agreement and has determined that there will be no negative impact on District property.

At a meeting of the Water Bureau held on January 15, 2020, it was:

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

RESOLVED: That the Water Bureau of The Metropolitan District hereby recommends to the Board of Commissioners of The Metropolitan District the approval of a Trail Conservation License Agreement between The Metropolitan District and the Connecticut Forest and Parks Association (“CFPA”) pursuant to which the CFPA will clear, construct and maintain a walking trail across certain property owned by the District located in Bloomfield, Connecticut; and

FURTHER RESOLVED:

That the Metropolitan District execute and deliver to the CFPA the Trail Conservation License Agreement in the form attached hereto; and

FURTHER RESOLVED:

That Scott Jellison, as Chief Executive Officer of the Metropolitan District, is authorized and directed to execute and deliver the Trail Conservation License Agreement on behalf of the Metropolitan District and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of the Trail Conservation License Agreement.

Respectfully submitted,



John S. Mirtle, Esq.
District Clerk

TRAIL CONSERVATION LICENSE AGREEMENT

THIS TRAIL CONSERVATION LICENSE AGREEMENT, made and entered into this ___ day of _____, 2019 by and between THE METROPOLITAN DISTRICT, a specially chartered municipal corporation, having its territorial limits within the County of Hartford in the State of Connecticut (hereinafter, the “Licensor” or the “MDC”) and the CONNECTICUT FOREST & PARK ASSOCIATION, INC., a corporation organized and existing under the laws of the State of Connecticut and having an office at 16 Meriden Road, Rockfall, Connecticut 06481 (hereinafter, the “Licensee”).

WHEREAS, the Licensor is the owner in fee simple of watershed property which is located in, among other towns, the Town of Bloomfield, Connecticut adjacent to Reservoir No. 6 (the “Property”);

WHEREAS, the Licensee desires to construct, maintain and monitor a new pedestrian walking trail or footpath over a certain portion of the Property, and the Licensor is willing to permit such activity and use upon the terms and conditions as set forth within this Agreement;

NOW, THEREFORE, at the request of the Licensee and without any consideration therefore, the Licensor hereby grants to the Licensee, a revocable license to clear, construct, and maintain, for the use of the general public without any charge, rent, fee, or other commercial service, for recreational purposes, a footpath extending for a distance of approximately 1,584 feet across watershed land owned by the Licensor located on the north side of the water treatment facility located at Reservoir No. 6 in the Town of Bloomfield, Connecticut, County of Hartford and as more specifically described on Exhibit A attached hereto and made a part hereof, all upon and subject to the terms, provisions, and conditions hereinafter set forth.

1. Said footpath shall be located solely over a portion of the Property, as shown by a trail line marked on a map which is attached hereto as Exhibit A (hereinafter referred to as the “Footpath”).
2. Unless sooner revoked or terminated as provided herein, the license hereby granted shall continue for a period of ten (10) years from and after the date hereof. Such term may be extended by mutual written agreement of the parties as provided herein. The Licensee acknowledges that the Licensor’s primary responsibility is to preserve and protect its reservoirs, watershed property and facilities for the health, safety and welfare of the general public; accordingly, notwithstanding anything to the contrary herein, the Licensor reserves the right to suspend, terminate and/or revoke any and all rights granted hereunder for any reason whatsoever, such rights to be exercised in the sole and absolute discretion of the Licensor. In the event that Licensor exercises such right to suspend, revoke and/or terminate, notice shall be provided in accordance with Paragraph 22 hereof.
3. The parties agree and acknowledge that the Licensee shall have the sole responsibility to clear and construct the Footpath contemplated herein, subject to the review and inspection of the Licensor and/or its agents. This includes, but is not limited to, the Licensee providing

the necessary labor, tools, equipment and materials necessary to commence and complete the construction of the Footpath. All work associated with the construction of the Footpath shall conform strictly with the plans and specifications prepared by the Licensee and reviewed and approved by the Licensor, in its sole and absolute discretion, prior to the commencement of any construction or clearing activities. The clearing and construction activities contemplated hereunder should be performed in such a manner to avoid and/or mitigate any negative environmental impact.

4. Any work contemplated hereunder, including maintenance of the Footpath post-construction, shall be performed by the Licensee at its sole expense, and the Licensor shall have no responsibility, fiscal or otherwise, in connection with effecting the clearing, construction or maintenance of the Footpath. Notwithstanding the above, the Licensor reserves the right to perform any such work or modify such work performed by the Licensee related to the Footpath if the Licensor determines, in its sole and absolute discretion, it to be in its best interests or otherwise necessary to protect its property, reservoirs, facilities, pipelines or the health, safety and welfare of the general public. In such event, Licensee shall reimburse the Licensor for any and all reasonable costs associated with such work.
5. Proper maintenance of the Footpath and the area immediately adjacent to the Footpath includes, but is not limited to, keeping the Footpath in a neat and clean condition, tree and branch removal when needed, brush removal, repair of trail erosion resulting from pedestrian use or storms, removal and clean-up of rubbish, trash or other litter and/or graffiti, repairs of damage resulting from vandalism and the replacement of worn, damaged or missing signage. Notwithstanding the broad definition of the term "maintenance," the term shall not include the removal of or clearing of snow.
6. The Licensor shall maintain the Footpath in accordance with the Department of Public Health's Recreational Activity Permit DWS Project 2019-61, Permit No. REC2019-01, as it may be amended or renewed, which is attached hereto as Exhibit B and made a part hereof.
7. The Licensor acknowledges that the property on which the Footpath is to be constructed and the property surrounding such Footpath is watershed property and is subject to a Recreational Activity permit issued by the State of Connecticut Department of Public Health. In addition, it is possible that the clearing and construction activity contemplated hereunder may require the issuance of local permits (i.e., wetlands) from the local authorities. The Licensee shall have sole responsibility for applying for and obtaining such permits, and the Licensor agrees to cooperate with the Licensee in its efforts.
8. The parties acknowledge that, currently, there is a chain-link gate located at the entrance to the Footpath contemplated by this Agreement. The parties agree that this gate will be replaced and that the expense associated with the replacement of this gate will be the sole responsibility of the Licensee. In addition, the replacement gate shall meet all specifications which are defined by the Licensor, which shall include, but not be limited to, a latch and locking mechanism which shall allow the Licensor to lock the access point

at any time it deems it to be in its best interests or the best interests of the public. Prior to the installation of the replacement gate, the Licensee shall receive the approval of the Licensor of any plans or schematics prepared by Licensee's fence contractor.

9. The license hereby granted shall include the right to allow users (non-vehicular, including bicycles), access to Reservoir No. 6 from the property located adjacent to the Licensor's property, but in no event shall the license hereby granted include any vehicle of any kind nor shall it include any privilege of camping or picnicking, or the cutting of trees, shrubs, brush, or any other vegetation, except that which may be reasonably necessary to construct or maintain said Footpath.
10. There is expressly reserved to the Licensor the right to conduct any activities that are incident to the operations of the Licensor in the vicinity of or on the Footpath and there is expressly reserved to the Licensor the right to grant permission to others to use said Footpath for any purpose whatsoever, expressly including for the purpose of driving any motor operated vehicle along and across the same.
11. It is understood and agreed by the parties that the Licensor reserves the right to request of Licensee that said Footpath shall be relocated to divert users from areas, where hazards, if any, may exist or from areas where the Licensor may deem it to be in the best interests that foot-travelers should not be permitted to go.
12. The Licensee agrees that, at all times while this license may be in force and effect, the Licensee will make the rights hereby granted to the Licensee available to the public without charge, rent, fee or other commercial service for recreational purposes.
13. The Licensee agrees that the license hereby granted shall be used in a manner such that the responsibility or liability of the Licensor for any injury to person or property caused by any act or omission of the Licensor shall be limited in accordance with the provisions of Connecticut General Statutes §52-557f *et seq.*, and it is mutually agreed that if said statutes and protections are repealed or amended in any way so as to increase such responsibility or liability on the part of the Licensor, this license shall terminate as of the effective date of such repeal or amendment and the Licensor shall forthwith execute and deliver a suitable instrument evidencing the fact that this license has so terminated.
14. Licensee agrees that it will promptly take any and all necessary steps to guard against any dangerous condition, use, structure or activity on said Footpath or in the vicinity thereof and to warn users and prospective users of said Footpath against the same.
15. The Licensee, at its discretion, may make the existence of the Footpath known to recreational users by means of trail blazes and small signs as it may deem to be in keeping with the purpose of this Agreement. All maps and materials about the Footpath shall be provided to the Licensor for review and comment at least twenty-one (21) days prior to publication.

16. The Licensor and the Licensee each agree that they will cooperate with each other and with public law enforcement agencies, including the Licensor's police force, to restrict the use of said Footpath to the uses and purposes provided herein. In addition, the Licensee acknowledges that the Licensor's facilities are available for recreational use between sunrise and sunset, and the Licensee shall post notices and signs at the fence gate of these times of use.
17. It is further understood and agreed that the license hereby granted may not be assigned or transferred by the Licensee and shall terminate immediately in the event of any such transfer or assignment.
18. Licensee covenants and agrees to indemnify, protect and save harmless the Licensor, and its officers, employees, successors and assigns, from and against any and all losses, damages, detriment, suits, claims, costs, and expenses which Licensor, or its officers, employees, successors or assigns may directly or indirectly suffer, sustain, be liable for or subject to, or for which they may be held liable, growing out of or on account of or incident to the use or enjoyment of the license hereby granted or in any way arising out of or connected with such use or enjoyment as well as the clearing, construction or maintenance of the Footpath.
19. The Licensee shall comply with the following insurance requirements and maintain the following insurance limits during the Term of this Agreement:
 - a. The Licensee shall not commence work under this Agreement and shall not allow use of the Footpath until all insurance required under this section has been obtained by the Licensee and such insurance has been approved by the Licensor. The Licensee's insurance shall be provided by insurers satisfactory to the Licensor and authorized to do business in the State of Connecticut.
 - b. The Licensee shall purchase and maintain insurance coverages set forth below which shall protect the Licensor from claims which may arise out of or result from the Licensee's obligations under this Agreement, whether the obligations are those of the Licensee or any of its subcontractors or by any person or entity for whose acts said Licensee may be liable.
 - c. The Licensee's General and Automobile Insurance policies shall be endorsed to add the Licensor and its member towns as additional insureds as required herein. The insurance afforded the Licensor and its member towns shall be primary insurance and non-contributory. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages. If any insurance required herein is to be issued or renewed on a claims-made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Agreement.

- d. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the tasks and services are to be performed by the Licensee:
 - i. Commercial General Liability - \$1,000,000 per Occurrence, \$2,000,000 Aggregate
 - ii. Automobile Liability - \$1,000,000 per Accident, Combined Single Limit
 - iii. Workers Compensation – Statutory Limits within the State of Connecticut.
 - e. Failure to Maintain Insurance: In the event the Licensee fails to maintain the minimum required coverage as set forth herein, the Licensor may, at its option, purchase the same and offset the Licensee invoices for the cost of said insurance.
 - f. Cancellation and Certificates of Insurance: Prior to the execution of this Agreement by the Licensor, the Licensee shall deliver to the Licensor the required certificate(s) of insurance verifying compliance with the above-required coverage, including the designation of the Licensor and its member towns as additional insureds with respect to the project’s Commercial General Liability and Automobile Liability as follows: “The Metropolitan District and its member towns are listed as additional insureds for General Liability and Automobile Liability.” Said certificates shall contain a provision that, in the event of cancellation or reduction of the coverage afforded under the policies for any reason, notice of such cancellation or reduction shall be mailed to the MDC at 555 Main Street, P.O. Box 800, Hartford, Connecticut 06142-0800 no more than ten (10) calendar days following the effective date of such cancellation and/or reduction. In addition, the Licensee shall have the obligation to provide written notice of such cancellation or reduction to the Licensor at the address provided above immediately upon Licensee’s receipt of notice of such cancellation or reduction.
 - g. Upon request, the Licensee shall deliver to the Licensor a copy of the Licensee’s insurance policies and endorsements and riders.
20. Licensee agrees that it shall not have any interest or estate in the property of the Licensor by virtue hereof and that the Licensee shall not have or claim by any lapse of time by virtue hereof, or otherwise, any right or title adverse to the Licensor.
21. The Licensee acknowledges that there are instances where environmental conditions and circumstances warrant that public access to its facilities and properties, including, but not limited to, the property on which the Footpath will be located, temporarily be restricted or suspended, such decisions made by the Licensor in its sole and absolute discretion. The Licensee agrees that if the Licensor exercises such discretion, it shall similarly restrict or suspend access from the Licensee’s property to the Footpath that is contemplated herein.

22. It is understood and agreed, notwithstanding anything to the contrary contained herein, that either party hereto shall have the right to terminate the license granted herein by providing written notice to the other party of such termination at least sixty (60) days in advance of the proposed effective date of the termination. Such notice shall be given via United Postal Service, via first class, postage prepaid mail, return receipt requested, or by overnight delivery addressed to the party to which such notice is to be given. If such notice is to be given to the Licensor, it shall be addressed to the District Clerk, The Metropolitan District, 555 Main Street, P.O. Box 800, Hartford, Connecticut 06142-0800, and if to the Licensee, it shall be addressed to it at its address as first set forth above. Such notice shall not be required of the Licensor in the event Licensor determines that, in its sole discretion, circumstances exist which compel the Licensor to terminate the license granted herein without any notice to Licensee. In such event, the Licensor shall take reasonable measures to notify the Licensee of such termination within five (5) business days thereafter.

23. This Agreement may be subject to the review and approval of the Licensor’s Board of Commissioners and/or committees thereof. In the event that such approval(s) is necessary, this Agreement shall not become effective unless and until such approval is obtained.

IN WITNESS WHEREOF, on the day and date first written above, the Licensor and the Licensee have caused this instrument to be signed, sealed and delivered on its respective behalf, each party acting by of its officers, hereunto duly authorized and empowered.

CONNECTICUT FOREST & PARK
ASSOCIATION, INC.

Witnesses:

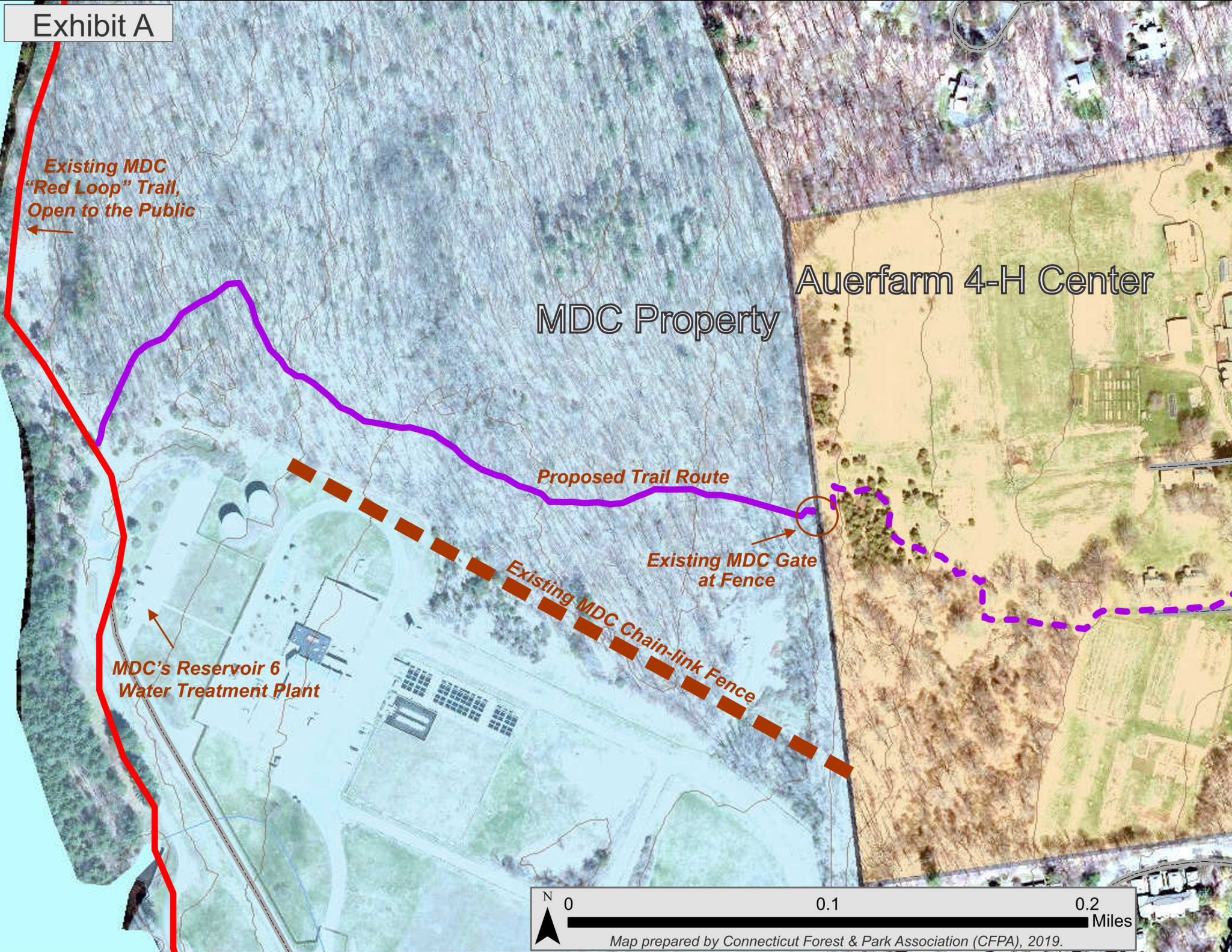
By: _____
Name: Eric Hammerling
Title: Executive Director
Duly Authorized

THE METROPOLITAN DISTRICT

Witnesses:

By: _____
Name: Scott Jellison
Title: Chief Executive Officer
Duly Authorized

Exhibit A



*Existing MDC
"Red Loop" Trail,
Open to the Public*

MDC Property

Auerfarm 4-H Center

Proposed Trail Route

*Existing MDC Gate
at Fence*

Existing MDC Chain-link Fence

*MDC's Reservoir 6
Water Treatment Plant*

N 0 0.1 0.2 Miles

Map prepared by Connecticut Forest & Park Association (CFPA), 2019.

**WATER BUREAU
WATER SERVICE INSTALLATION CHARGE FOR KIMBERLY LANE/DAYTON
ROAD AND RAYMOND ROAD PROJECTS IN GLASTONBURY**

To: District Board

February 10, 2020

From: Water Bureau

On November 6, 2019, the District Board approved water petitions for layout and assessment for Kimberly Lane/Dayton Road and Raymond Road projects in Glastonbury. Throughout the petition process, including the Water Bureau Public Hearing on June 26, 2019 and the Water Bureau meetings held on August 28, 2019 and October 15, 2019, the Engineering staff of the Metropolitan District presented the layout and assessment plans to residents stating that the Water Service Installation Charge is \$1,800 per property. Subsequent to the approval of said projects, at a meeting of the District Board on December 15, 2019, the Water Service Installation Charge was changed to \$150 per foot, effective January 1, 2020, which will likely lead to most properties incurring a charge in excess of \$1,800.

At a meeting of the Water Bureau held on January 15, 2020, it was:

RESOLVED: That the property owners to be served by the Kimberly Lane/Dayton Road and Raymond Road water main projects will be grandfathered into the \$1,800 Water Service Installation Charge in effect when said projects were approved by the District Board on November 6, 2019 so long as the property owner elects to connect to the water main and executes all necessary documents before July 1, 2020.

Respectfully submitted,



John S. Mirtle, Esq.
District Clerk

WATER BUREAU
REQUEST OF THE STATE OF CT DEPARTMENT OF TRANSPORTATION FOR AN
EASEMENT OVER DISTRICT PROPERTY LOCATED AT INTERSECTION OF ROUTES 318
AND 219 IN BARKHAMSTED

To: District Board

February 10, 2020

From: Water Bureau

After several months of working with the State Department of Transportation (DOT) on the reconfiguration of the intersection of Routes 318 and 219 in Barkhamsted, MDC Water Supply, Real Estate and Engineering staff have reached a tentative agreement with DOT regarding easements over MDC property necessary to complete the reconfiguration. Those easements are set forth in the easement map attached hereto as Exhibit A.

In summary, the easements and associated values are shown below. Please note the valuations assigned by DOT are consistent with MDC valuation for similar easements it acquires for infrastructure improvements on private property.

1. Defined Easement for Highway Purposes - \$2,984.00 for 10,469 sq. ft. equals \$0.29 per sq. ft. or \$12,632.40 per acre (marked in red on attached map)
2. Defined Sightline Easement - \$2,241.00 for 9,958 sq. ft. equals \$0.23 per sq. ft. or \$9,801 per acre (marked in red on attached map)
3. Drainage R-O-W - \$570.00 for 2,532 sq. ft. equals same as sightline (marked in blue on attached map)
4. Easement to Slope \$891.00 for 14,843 sq. ft. equals .06 per sq. ft. or \$2,613.00 per acre (marked in green on attached map)

In addition to the monetary consideration for the easements, DOT has agreed to construct, at its costs, for MDC access to "Bill's Brook", a water overflow area owned and used by the MDC.

At a meeting of the Water Bureau held on February 3, 2020, it was:

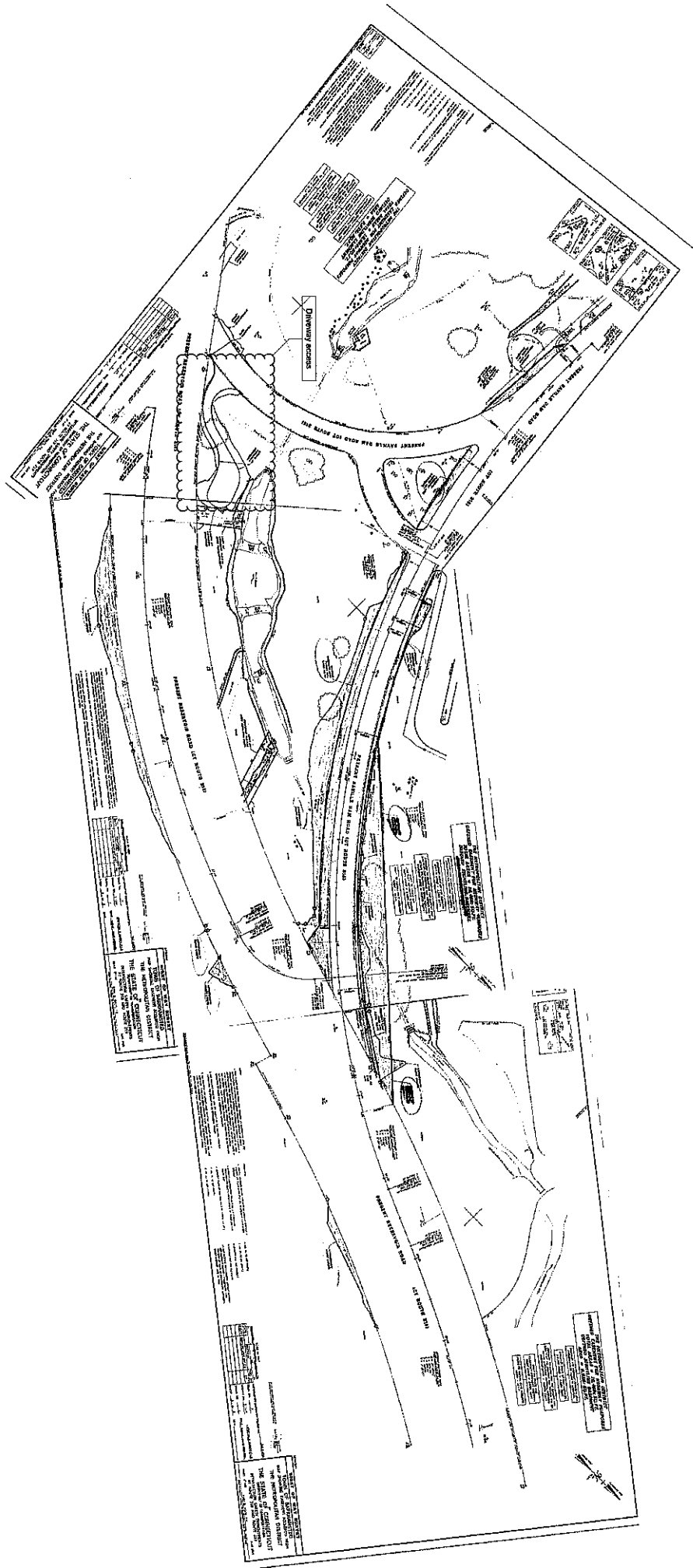
Voted: That the Water Bureau recommends to the District Board the following:

Resolved: That the Metropolitan Water Bureau recommends to the District Board that the Board authorize the Chairman, or his designee, to execute any and all documents, in form and substance approved by District Counsel, reasonable necessary to convey, for the consideration stated above, the described easements to the DOT, and ensure the completion by DOT of those improvements that provide better access for the MDC to its property containing "Bill's Brook", all as shown on the attached map.

Respectfully submitted,



John S. Mirtle, Esq.
District Clerk



**BOARD OF FINANCE
REALLOCATION OF PROCEEDS OF CERTAIN OF THE
DISTRICT'S GENERAL OBLIGATION BONDS AND BOND PREMIUM**

To: District Board February 10, 2020

From: Board of Finance

Staff is seeking authority for the District to reallocate:

(a) Proceeds from the District's \$110,770,000 General Obligation Bonds, Issue of 2018, dated July 31, 2018 from the those capital improvement projects set forth on Exhibit A-1 attached to those capital improvement projects set forth on Exhibit A-1;

(b) Proceeds from the Bond Premium from the District's \$110,770,000 General Obligation Bonds, Issue of 2018, dated July 31, 2018 from the those capital improvement projects set forth on Exhibit A-2 attached to those capital improvement projects set forth on Exhibit A-2;

(c) Proceeds from the District's \$108,315,000 General Obligation Bonds, Issue of 2016 Series C dated December 1, 2016 from the those capital improvement projects set forth on Exhibit A-3 attached to those capital improvement projects set forth on Exhibit A-3;

(d) Proceeds from the Bond Premium from the District's \$108,315,000 General Obligation Bonds, Issue of 2016 Series C dated December 1, 2016 from the those capital improvement projects set forth on Exhibit A-4 attached to those capital improvement projects set forth on Exhibit A-4.

At a meeting of the Board of Finance held on February 3, 2020, it was:

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

**RESOLUTION AUTHORIZING THE REALLOCATION OF PROCEEDS OF CERTAIN
GENERAL OBLIGATION BONDS OF THE METROPOLITAN DISTRICT AND BOND
PREMIUM**

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

(a) Proceeds from the District's \$110,770,000 General Obligation Bonds, Issue of 2018, dated July 31, 2018 from the those capital improvement projects set forth on Exhibit A-1 attached to those capital improvement projects set forth on Exhibit A-1;

(b) Proceeds from the Bond Premium from the District's \$110,770,000 General Obligation Bonds, Issue of 2018, dated July 31, 2018 from the those capital improvement projects set forth on **Exhibit A-2** attached to those capital improvement projects set forth on **Exhibit A-2**;

(c) Proceeds from the District's \$108,315,000 General Obligation Bonds, Issue of 2016 Series C dated December 1, 2016 from the those capital improvement projects set forth on **Exhibit A-3** attached to those capital improvement projects set forth on **Exhibit A-3**;

(d) Proceeds from the Bond Premium from the District's \$108,315,000 General Obligation Bonds, Issue of 2016 Series C dated December 1, 2016 from the those capital improvement projects set forth on **Exhibit A-4** attached to those capital improvement projects set forth on **Exhibit A-4**.

Respectfully submitted,

A handwritten signature in black ink that reads "John Mirtle". The signature is written in a cursive style with a large initial "J" and "M".

John S. Mirtle, Esq.
District Clerk

EXHIBIT A-1

District's \$110,770,000 General Obligation Bonds, Issue of 2018, dated July 31, 2018	\$
FROM: 2012 Paving Program (Water)	(11,000)
TO:	
2018 Madison Avenue Area Water Main Replacement, Hartford	11,000
FROM: 2013 General Purpose Sewer	(67,000)
2015 WPC Equipment and Facilities Improvement	(182,000)
2014 Sewer Replacement – Packard Street & Daniel Boulevard, Bloomfield	(202,000)
2014 Hartford WPCF Sludge Mixing Tank, Sludge Screening, GT & RSFR Upgrades	(313,000)
TO:	
2007 Wastewater Treatment Facility Security and Communication Improvements	764,000
FROM: 2013 General Purpose Sewer	(4,000)
TO:	
2013 WPC SCADA Upgrades	4,000
FROM : 2017 Business Transformation	(67,000)
TO:	
2016 Information Systems I/T Upgrades	67,000
FROM: 2009 Hartford Odor Control Construction	(116,000)
TO:	
2013 WPC SCADA Upgrades	84,000
2015 WPC Plant Infrastructure Renewal and Replacements	32,000
FROM: 2008 General Purpose Sewer	(923,000)
TO:	
2012 WPC Renewal and Replacements	3,000
2012 Hartford WPC Solids Handling & Processing	13,000
2007 Wastewater Treatment Facility Improvements	51,000
2013 WPC Renewal and Replacements	132,000
2015 Hartford WPCF SPB Electrical Upgrades (SPB Solids)	140,000
2009 Water Pollution Control Infrastructure Replacements and Improvements	310,000
2017 Hartford WPCF DAFT	270,000

2007 Wastewater Treatment Facility Security and Communications Improvements	4,000
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EXHIBIT A-2

Bond Premium from the District's \$110,770,000 General Obligation Bonds, Issue of 2018, dated July 31, 2018	\$
FROM: 2014 Hartford WPCF Sludge Mixing Tank, Sludge Screening, GT & RSFR Upgrades	(33,000)
TO:	
2007 Wastewater Treatment Facility Security and Communication Improvements	33,000
FROM: 2008 General Purpose Sewer	(68,000)
TO:	
2017 Hartford WPCF DAFT	68,000

EXHIBIT A-3

District's \$108,3150,000 General Obligation Bonds, Issue of 2016, Series C, dated December 1, 2016	\$
FROM: 2010 WPC Electrical Systems Modernization Program	(41,000)
TO:	
2008 WPC Infrastructure Replacement and Improvements	41,000
FROM: 2010 WPC Electrical Systems Modernization Program	(12,000)
TO:	
2013 WPC SCADA Upgrades	12,000
FROM: 2009 Hartford Odor Control Construction	(69,000)
TO:	
2015 WPC Plant Infrastructure Renewal and Replacements	69,000

EXHIBIT A-4

Bond Premium from the District's \$108,3150,000 General Obligation Bonds, Issue of 2016, Series C, dated December 1, 2016	\$
FROM: 2009 Hartford Odor Control Construction	(3,000)
TO:	
2015 WPC Plant Infrastructure Renewal and Replacements	3,000

**COMMITTEE ON MDC GOVERNMENT
APPOINTMENT OF LEGISLATIVE CONSULTANTS**

To: District Board

February 10, 2020

From: Committee on MDC Government

Over the past year, the firms of Gaffney, Bennett and Associates Inc., SJB Strategies, LLC and Strategic Outreach Solutions, LLC have provided exemplary service in the area of government relations and advocacy within state government on behalf of the District. Based upon their collective past performance, and to maintain the necessary level of continuity within the District's legislative and administrative lobbying activities, District staff recommends the reappointment of each of these firms for the 2020 state legislative consultants. The term of these appointments would be from February 1, 2020 through December 31, 2020.

Furthermore, in the event the Committee on MDC Government forwards the appointments to the District Board, District staff recommends the following annual fees for state legislative consultants: (1) Gaffney, Bennett and Associates, Inc. receive \$40,000, (2) SJB Strategies, LLC receive \$20,000 and (3) Strategic Outreach Solutions, LLC receive \$50,000, for a total of \$110,000.00. Payments would be prorated over an 11-month period, commencing February 2020.

On the Federal level, District staff recommends the reappointment of Squire Patton Boggs and SJB Strategies LLC as federal legislative consultants. In the event the Committee on MDC Government forwards the appointments to the District Board, District staff recommends the following annual fees for federal legislative consultants: (1) Squire Patton Boggs receive \$150,000 and (2) SJB Strategies, LLC receive \$70,000 for a total of \$220,000.00.

At a meeting of the Committee on MDC Government held on January 15, 2020, it was:

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

Resolved: That the firms of Gaffney, Bennett and Associates Inc., SJB Strategies, LLC and Strategic Outreach Solutions, LLC be retained to perform state lobbying services for a period commencing on February 1, 2020 and terminating on December 31, 2020. Gaffney, Bennett and Associates, Inc. fee will receive \$40,000, SJB Strategies, LLC will receive \$20,000, and Strategic Outreach Solutions, LLC will receive \$50,000.00, for a total of \$110,000.00, to be prorated over an eleven-month period, subject to the execution of a written agreement prepared and approved by District Counsel as to form and content, reflecting the scope of services, reporting

requirements and such other terms and conditions as District Counsel may specify.

Further

Resolved: That the firms of Squire Patton Boggs and SJB Strategies, LLC be retained to perform federal lobbying services for a period commencing on February 1, 2020 and terminating on December 31, 2020. Squire Patton Boggs will receive at \$150,000 and SJB Strategies, LLC will receive \$70,000, for a total of \$220,000.00, to be prorated over an eleven-month period, subject to the execution of a written agreement prepared and approved by District Counsel as to form and content, reflecting the scope of services, reporting requirements and such other terms and conditions as District Counsel may specify.

Respectfully submitted,

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

John S. Mirtle, Esq.
District Clerk

**COMMITTEE ON MDC GOVERNMENT
REVISIONS TO DISTRICT WATER RATES**

To: District Board

February 10, 2020

From: The 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 District Board. Pursuant to the authority set forth in Section 1(g) of Special Act 08-9 (Regular Session 2008).

WATER SUPPLY ORDINANCES:

§ W1f “SURCHARGE OUTSIDE THE METROPOLITAN DISTRICT FOR CAPITAL IMPROVEMENTS”

At a meeting of the Committee on MDC Government held on January 15, 2020, 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 Ordinances be revised and adopted as follows:

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	MONTHLY BILLING
5/8”	\$1.27	\$1.07
1”	\$2.54	\$2.14
1 ½”	\$5.09	\$4.27
2”	\$9.54	\$80.13
3”	\$222.54	\$186.97
4”	\$381.50	\$320.53
6”	\$508.67	\$427.37
8”	\$1,271.68	\$1,068.43

Glastonbury

SIZE OF METER	MONTHLY BILLING	MONTHLY BILLING
5/8"	<u>\$2.16</u>	\$1.57
3/4"	<u>\$3.24</u>	\$2.35
1"	<u>\$4.32</u>	\$3.13
1 1/2"	<u>\$8.63</u>	\$6.26
2"	<u>\$16.19</u>	\$117.44
3"	<u>\$377.69</u>	\$274.03
4"	<u>\$647.48</u>	\$469.77

South Windsor

SIZE OF METER	MONTHLY BILLING	MONTHLY BILLING
5/8"	<u>\$.40</u>	\$0.34
3/4"	<u>\$.60</u>	\$0.67
1"	<u>\$.80</u>	\$1.01
1 1/2"	<u>\$1.60</u>	\$1.35
2"	<u>\$3.01</u>	\$25.29
3"	<u>\$70.18</u>	\$59.00
4"	<u>\$120.30</u>	\$101.15
6"	<u>\$160.41</u>	\$134.86

Manchester

SIZE OF METER	MONTHLY BILLING
5/8"	<u>\$2.43</u>
1"	<u>\$7.29</u>
3"	<u>\$425.28</u>
6"	<u>\$972.07</u>

Respectfully submitted,



John S. Mirtle, Esq.
District Clerk

**PERSONNEL, PENSION AND INSURANCE COMMITTEE
PENSION PLAN AMENDMENT ONE-TIME RETIREE PAYMENT**

To: District Board

February 10, 2020

From: Personnel, Pension and Insurance Committee

WHEREAS, The Metropolitan District (the "MDC") is the sponsor of the Retirement Plan for Employees of The Metropolitan District (the "Retirement Plan"); and

WHEREAS, the District Board of the MDC has the authority to adopt amendments to the Retirement Plan upon the recommendation of the Personnel, Pension and Insurance Committee of the MDC (the "PPI Committee"); and

WHEREAS, the PPI Committee has recommended to the District Board of the MDC that it adopt an amendment to the Retirement Plan which provides for one-time lump sum cash payments to certain retired participants who are currently receiving annuity payments from the Retirement Plan; and

WHEREAS, it is desirable that the District Board of the MDC adopt the amendment to the Retirement Plan recommended by the PPI Committee.

At a meeting of the Personnel, Pension and Insurance Committee held on January 15, 2020, it was:

RESOLVED: That Amendment No. 11 to the Retirement Plan, as recommended by the PPI Committee and in substantially the form presented to this meeting, be and hereby is approved and adopted, together with any modifications that are determined by counsel for the MDC to be necessary or desirable to effectuate the intention thereof and to comply with the requirements of the Internal Revenue Code of 1986, as amended; and further

RESOLVED: That the chief executive officer of the MDC or any other officer designated by the chief executive officer be, and each of them hereby is, authorized and empowered, for and on behalf of the MDC, to execute Amendment No. 11 to the Retirement Plan and to take any and all other actions which may be necessary or desirable to effectuate the intention of the foregoing resolution.

Respectfully Submitted,



John S. Mirtle, Esq.
District Clerk

**AMENDMENT NO. 11 TO THE
RETIREMENT PLAN FOR EMPLOYEES OF
THE METROPOLITAN DISTRICT**

The Metropolitan District, a governmental entity organized under the laws of the State of Connecticut has adopted this Amendment No. 11 to the Retirement Plan for Employees of The Metropolitan District (the "Plan"), said Amendment No. 11 to be effective, January 1, 2020:

1. The Plan shall be amended by adding thereto the following Appendix D;

"2020 ONE-TIME PAYMENTS - APPENDIX D

Section D.1. A Retired Participant who is receiving annuity payments from the Plan in January 2020 pursuant to which his or her total, monthly gross payments are less than \$1,500 shall receive a one-time lump sum cash payment equal to \$1,000, provided that he or she first became a Retired Participant prior to January 1, 1999.

Section D.2. Each one-time lump sum cash payment that is to be made under this Appendix D shall be distributed to the appropriate Retired Participant no later than March 1, 2020. When determining whether a Retired Participant is receiving annuity payments from the Plan for purposes of this Appendix D, payments under any form of annuity permitted under the Plan shall be recognized. A lump sum payment shall be made to a Retired Participant under this Appendix D irrespective of an annuity form of payment being in effect with respect to his or her Plan benefit."

Witness

THE METROPOLITAN DISTRICT

By _____

Title:

Date:

BUREAU OF PUBLIC WORKS
REQUEST OF CONNECTICUT LIGHT & POWER D/B/A EVERSOURCE FOR AN EASEMENT
OVER DISTRICT PROPERTY LOCATED AT 231-255 BRAINARD RD, HARTFORD

To: District Board

February 10, 2020

From: Bureau of Public Works

As you know, the Clean Water Project (CWP) includes extensive improvements at the Hartford Water Pollution Control Facility (HWPCF) on Brainard Road and a deep rock tunnel running from West Hartford to the HWPCF. At the tunnel terminus point, the District is also installing a large pump station designed to pump tunnel flows up from approximately 200 feet below ground to the surface for conveyance to the expanded treatment facility at the HWPCF. As you can expect, the District's electric power needs for the pump station and ancillary facilities are significant.

Staff has been working with The Connecticut Light & Power Co., doing business as Eversource ("Eversource"), to provide the necessary easements to Eversource for the following purposes:

1. Allow Eversource to distribute power to the billboards on MDC property;
2. Memorialize the relocation of their high voltage ductbank across the property; and
3. Provide for the location of their switchgear which feeds the new tunnel pump station.

The affected District properties include those properties commonly referred to as 231-255 Brainard Road, Hartford. The easements in question are for the benefit of the District, and have been located so as to compliment and enable, rather than interfere with, District infrastructure.

The easements are set forth in the attached and incorporated exhibit.

At a meeting of the Bureau of Public Works held on February 3, 2020:

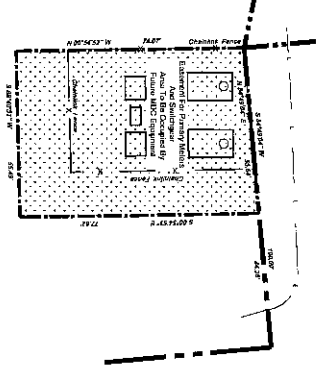
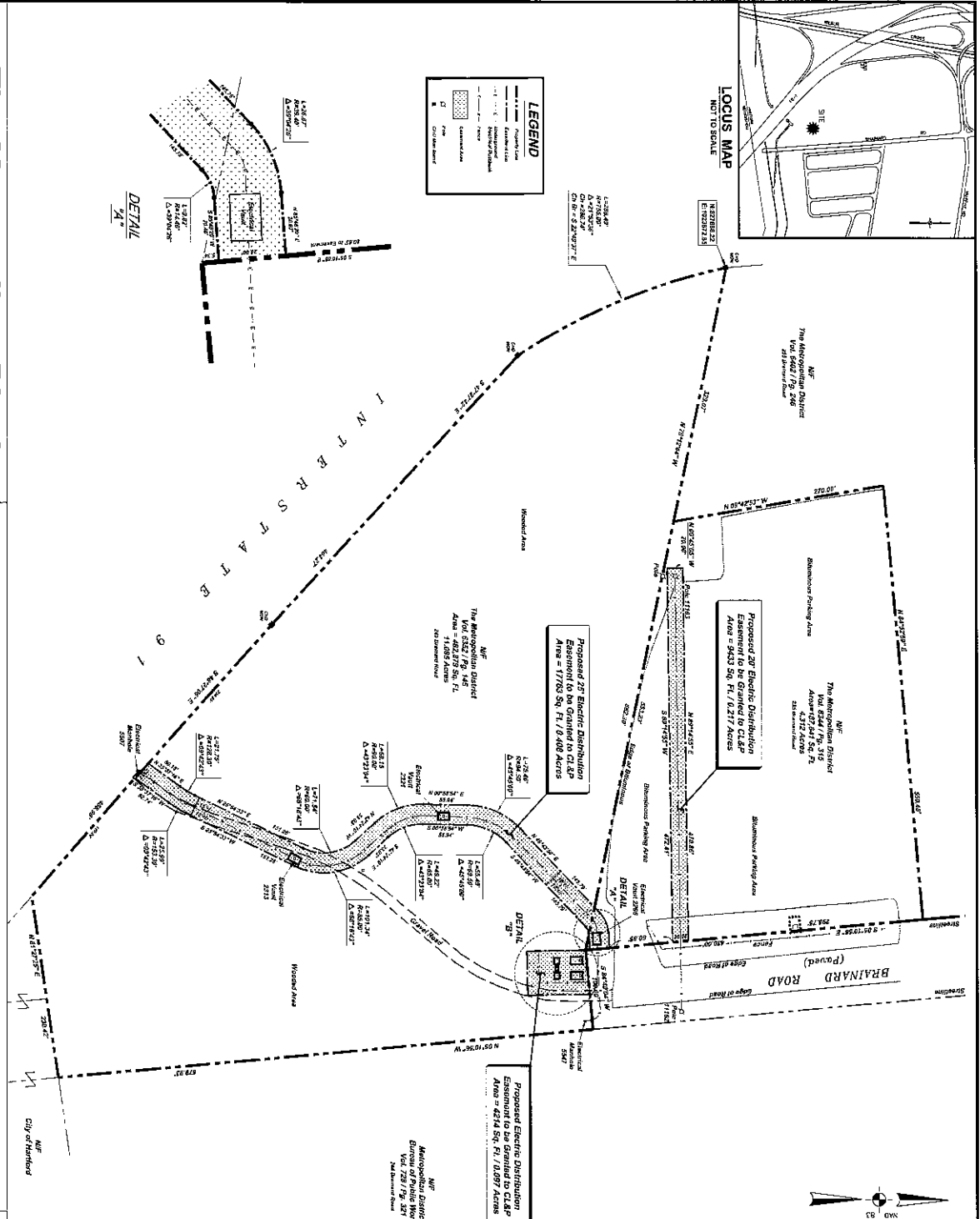
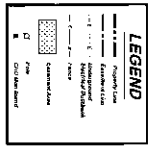
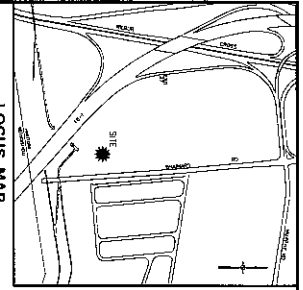
Voted: That the Bureau of Public Works recommends to the District Board the following:

Resolved: That the Metropolitan Bureau of Public Works recommends to the District Board that the Board, in furtherance of the Clean Water Project, authorize the Chairman, or his designee, to execute any and all documents, in form and substance approved by District Counsel, reasonably necessary to convey the described easements as set forth in the attached exhibit, to Eversource.

Respectfully submitted,



John S. Mirtle, Esq.
District Clerk



SURVEYOR'S NOTES:

- 1) This survey and map has been prepared in accordance with the requirements of Connecticut State statutes, Sections 30-208b, 1-19u, 20-208b-2b and 17b-100, and the rules and regulations of the Connecticut Association of Land Surveyors, Inc. on September 26, 1988.
- 2) The type of survey performed and the proposed easement depend upon the requirements of the Connecticut State statutes, Sections 30-208b, 1-19u, 20-208b-2b and 17b-100, and the rules and regulations of the Connecticut Association of Land Surveyors, Inc. on September 26, 1988.
- 3) The intent of this survey is to depict the Proposed Electric Distribution Easement to be granted to CLAP and the proposed easement to be granted to CLAP. The survey conforms to a horizontal accuracy Class A-2.
- 4) Boundary determination is based upon a survey of the map referenced in note 5.
- 5) The bearings depicted on the plan represent the NAD 83 Horizontal datum. Coordinates were established on the site based upon GPS observations taken on June 28, 2010 using Trimble RTR receivers and solutions provided through the Network (NTRIP) system.
- 6) Reference is made to the following map:
 - A. Utility Property Survey Brainerd Road Hartford Connecticut Also prepared by Mark Taylor, L.S.
 - B. Site As-Built Plan South Hartford Convergence & Storage Tunnel, CLAP, Duanebrook Properties & Salsinger Site Work Hartford CT, dated 02/07/16, Scale 1" = 40' prepared by JNUA.
 - C. Brainerd Road (formerly called Mason Road) was accepted as a city street on April 23, 1934 and filed in Volume 7 Page 310 at the City of Hartford (Engineering) Department.
 - D. All underground Electrical Ductbanks are depicted as they appear on-site. The location of the ductbanks is based upon the utility records. The utility records have been obtained as part of this survey. MISC contact No. 1, 20141450 have been obtained. No other utilities have been obtained as part of this survey.