



The Metropolitan District
water supply · environmental services · geographic information

**WATER BUREAU
REGULAR MEETING
MONDAY, FEBRUARY 23, 2026
4:00 PM**

Location

Board Room
District Headquarters
555 Main Street, Hartford

Dial in #: (415)-655-0001
Access Code: 2301 697 5524 #

[Meeting Video Link](#)

Commissioners

Adil	Gardow
Anderson	Lewis
Buell	Mandyck
Cortes	Pane
Currey (Ex-Officio)	Salemi
Desai	Tierinni
Gale	Vargas

Quorum: 7

1. **CALL TO ORDER**
2. **ELECTION OF CHAIRPERSON**
3. **ELECTION OF VICE-CHAIRPERSON**
4. **PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS**
5. **INDEPENDENT CONSUMER ADVOCATE COMMENTS & QUESTIONS RELATIVE TO AGENDA ITEMS**
6. **APPROVAL OF MEETING MINUTES OF JANUARY 7, 2026**
7. **CONSIDERATION AND POTENTIAL ACTION RE: FARMINGTON WOODS ENCROACHMENT**
8. **CONSIDERATION AND POTENTIAL ACTION RE: RATE FOR SAFE YIELD**
9. **CONSIDERATION AND POTENTIAL ACTION RE: PASSIVE RECREATION AT LAKE MCDONOUGH**
10. **REPORT RE: SUMMARY OF WATER MAIN BREAKS**
11. **REPORT RE: YEAR-TO-DATE WATER REVENUE**
12. **OPPORTUNITY FOR GENERAL PUBLIC COMMENTS**
13. **COMMISSIONER REQUESTS FOR CONSIDERATION OF FUTURE AGENDA ITEMS**
14. **ADJOURNMENT**

**ENCROACHMENT AGREEMENT – FARMINGTON WOODS DISTRICT
43 HERITAGE DRIVE, AVON**

To: Water Bureau for consideration February 23, 2026

In a letter dated December 16, 2025, Joseph J. Samolis, General Manger, for the Farmington Woods District/ Farmington Woods Master Association (“Farmington Woods” or “FWD”) the current owners of 43 Heritage Drive in Avon (the “Property”), has requested permission from The Metropolitan District (“MDC” or “District”) to encroach on the MDC’s existing Nepaug Pipe Lines one-hundred-foot-wide (100’) easement or right-of way, containing an existing cast-iron 42-inch raw water supply line and an existing reinforced concrete 36-inch raw water supply line, situated on the Property (the “ROW”) for the purpose of replacing and installing irrigation improvements for and in connection with existing golf course, as shown on the attached map (the “Map”).

The proposed scope of work entails: (i) conducting an initial survey within the ROW utilizing various non-excavation techniques including Ground Penetrating Radar and other noninvasive metal detecting equipment to determine the location and depth of existing irrigation pipelining and MDC raw water supply lines; (ii) installing new HDPE irrigation system piping, communication cables, and appurtenances including sprinkler heads, valves and fittings of various types and sizes including 1-1/2”, 2”, 3”, 4” and 6”; and (iii)) installing surface restoration consisting of landscaping including shrubs and grass within the ROW as shown on the Map (collectively, the “Improvements”). Proposed work will impact up to 20 locations within the ROW that impacts an area approximately 5.2 acres in size. Any existing irrigation lines and appurtenances that will not be used as part of this project will be drained, removed or abandoned in place. New irrigation piping will be buried no more than 24-inches deep.

The proposed lines will be installed above the MDC’s existing forty two-inch (“42”) and thirty six-inch (“36”) pipelines and its appurtenances situated within the ROW (collectively, the “Mains”) with a minimum of one foot (1’) of vertical clearance between such Mains and such appurtenances, and proposed grades will not impede access to these Mains. Existing Mains were built in 1914 and 1942, respectively, and the ROW was acquired by the MDC and filed on the land records of the Town of Avon in Volume 13 at Page 431 and in the Town of Farmington land records in Volume 8 at Page 344.

MDC staff has concluded that the Improvements will not be a detriment to the District’s Mains as a result.

Farmington Woods has agreed to the following conditions in order to satisfy the District’s concerns for protection of these Mains and to maintain accessibility along the length of the ROW:

1. Care must be taken during the performance of work for the Improvements or any maintenance, repair or replacement of the same not to disturb existing Mains. All heavy construction equipment must be located outside of the limits of the ROW when not in use. Any earth moving equipment that will be utilized on the ROW over and

adjacent to these Mains shall be reviewed and approved by District staff prior to mobilization to the site. Any damage to these Mains caused by any construction, maintenance, repair, replacement or associated activities by or on behalf of Farmington Woods for or in connection with the Improvements within this ROW shall be the responsibility of Farmington Woods.

2. No additional permanent improvements, other than the proposed Improvements, shall be located within this ROW.
3. The District shall not be held liable for any damage caused to any structure listed above, located within or adjacent to the ROW in the event of an emergency supply line repair. The District will make every effort feasible to minimize damage to these structures; however, the cost of repairs to such structures shall be the responsibility of Farmington Woods or the property owner at the time.
4. The District reserves the right to remove Improvements within this ROW at any time if so required for installation, maintenance, repair, or replacement of existing supply lines or any part thereof. Farmington Woods or the property owner at the time shall bear any additional maintenance, repair or replacement costs necessitated by the presence of Improvements within this ROW, including any such costs incurred by the District.
5. An MDC inspector must be on the job site whenever work is being performed within the ROW, and Farmington Woods shall be responsible for the cost and expense of such inspector. Any construction of the Improvements as well as any subsequent construction, maintenance, repair or replacement of the Improvements shall conform to District standards, and forty-eight (48) hours advance notice must be given to the District prior to commencing any such activities within the ROW.
6. Farmington Woods shall at all times indemnify, defend and save harmless the District, any municipality included therein, and the State of Connecticut for any damages caused to the Row or the MDC infrastructure located or to be located therein, resulting from the installation, operation, repair, maintenance, or replacement of the irrigation system and the Encroachment Agreement, and shall maintain the District's standard form of requisite insurance as stipulated in the MDC's most current Guidance Manual for Developers' Permit Agreements, which insurance shall remain in force and effect during the performance of any work, including but not limited to the installation, operation, repair, maintenance, or replacement of the Improvements within the ROW.
7. Farmington Woods shall be responsible for obtaining any and all federal, state, or local approvals necessary for installing the Improvements, including but not limited to the removal and construction of the same.

Staff has reviewed this request and considers it feasible.

A formal encroachment agreement shall be executed between Farmington Woods and MDC and consistent with current practice involving similar requests, and filed on the Town land records of Avon and Farmington.

It is **RECOMMENDED** that it be:

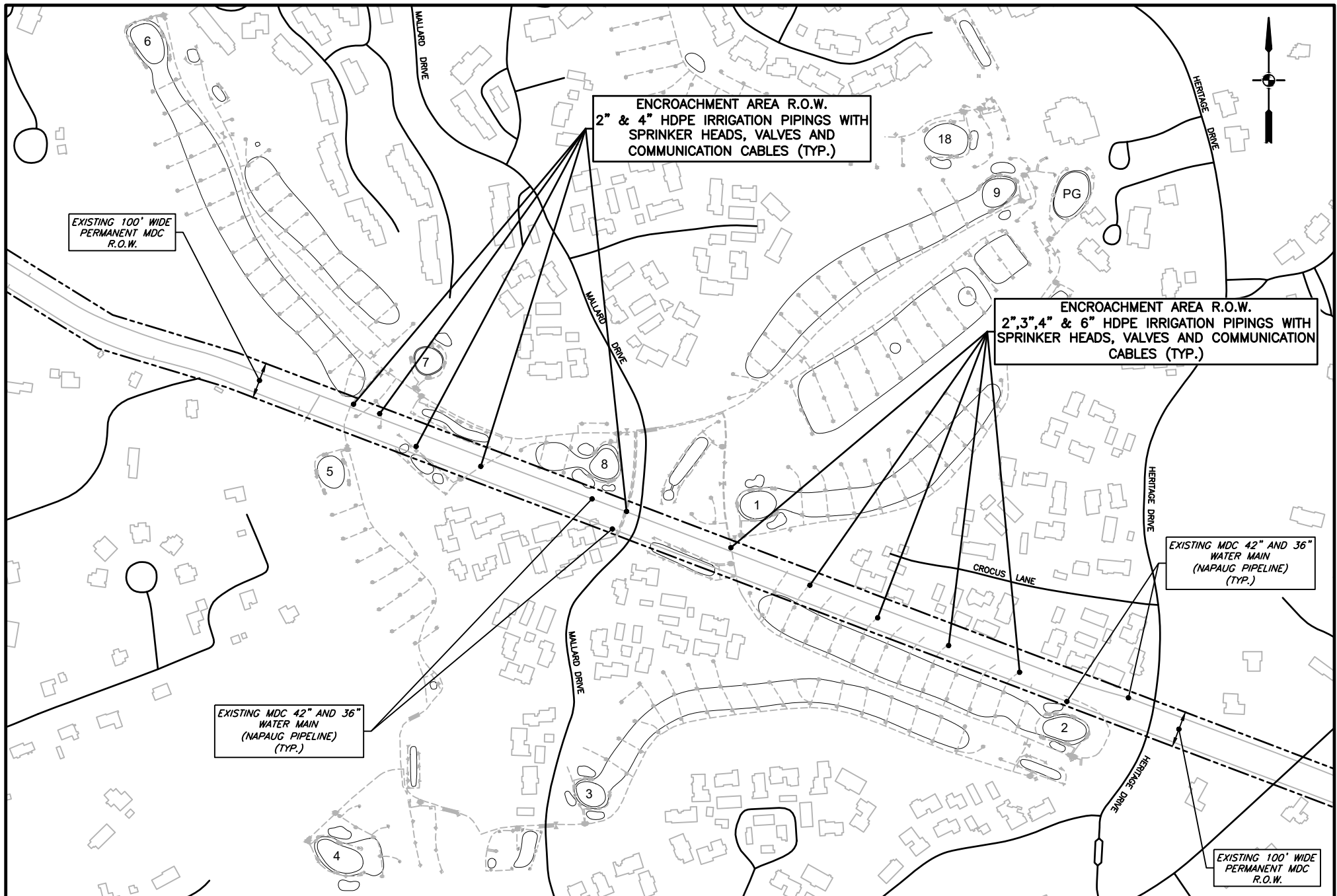
VOTED: That the Water Bureau recommends to the District Board passage of the following resolution:

RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute an agreement, incorporating the terms and conditions set forth above, and subject to approval of form and content by District Counsel, granting permission to Farmington Woods to encroach upon both MDC existing one hundred-foot-wide (100') Mains ROW situated on the Property in order to: (i) perform the work of the Improvements in connection with the planned repairs to the Property as shown on plans submitted by TPC Turf Products, entitled, "Replacement of Farmington Woods Golf Course Irrigation System", Sheets IR-1, IR-2, and IR-3, Farmington Woods Avon, Connecticut, and (ii) maintain, repair and replace such Improvements, provided that: (a) the District shall not be held liable for any cost or damage of any kind and be indemnified from any claims from the present and in the following years as a result of any encroachment authorized hereby, (b) Farmington Woods shall obtain all required approvals and reimburse MDC for any attorney fees and other costs incurred by MDC in enforcing the encroachment agreement, and (c) such agreement shall not be effective until fully executed by the District and Farmington Woods, and recorded on the Town Land Record of the of Avon and Farmington. In the event that such full execution and recording does not occur within four (4) months of the date this resolution is passed by the District Board, then such resolution shall be null and void, and of no further force and effect.

Respectfully submitted,

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

John S. Mirtle
District Clerk



FARMINGTON WOODS DISTRICT
43 HERITAGE DRIVE
AVON CONNECTICUT

MAP OF FARMINGTON
MASTERS ASSOCIATION

TO ILLUSTRATE MDC WATER MAIN
EASEMENT ENCROACHMENTS

F:\Towns\Avon\FarmingtonWoods\FarmingtonWoods-Ecmt.dwg
Latest Revision: 2/9/26

FARMINGTON
Woods DISTRICT

200 Byron Drive • Avon CT 06001
Mailing address:
P.O. Box 279 • Unionville, CT 06085
Tel: 860-673-6193 • Fax: 860-675-6156
www.farmingtonwoods.com

Michael Curley
Manager of Technical Services
Engineering and Planning
MDC
555 Main Street, PO BOX 800
Hartford, CT 06142-0800

December 16, 2025

Dear Mr. Curley,

The Farmington Woods District (FWD), a Quasi-Municipal Special Taxing District located in Farmington and Avon, Connecticut, is preparing to replace its current Golf Course Irrigation System. Our current irrigation system is original to the course and in desperate need of replacement.

To facilitate this new irrigation system, FWD proposes to encroach upon the existing MDC easement in locations where our irrigation is currently located within the easements. We will use Ground Penetrating Radar (GPR) and metal detecting to find our existing lines within the easement and assess replacing the existing water lines with new piping and communication cables (See attachments). The proposed new mainline piping will be not be more than 24 inches below the finished grade. There are no known conflicts with MDC or other utilities within the easement area. Impacts to the easement area will be minimal, and the site will be restored to its original condition.

We anticipate starting this project at the beginning of March, with an expected completion by the end of July.

Please find attached our detailed drawings and additional schematics to help delineate the areas of encroachment. Further survey and engineering drawings are being completed at the time of this application and will be forwarded immediately once received.

Please do not hesitate to contact me if you need additional information. We would like to thank the MDC for considering this vital request to our community. Please do not hesitate to contact me if you have additional questions or requirements.

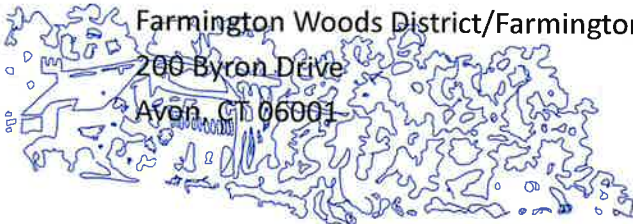
Sincerely,



Joseph J. Samolis AICP, CMCA
General Manager

Farmington Woods District/Farmington Woods Master Association

200 Byron Drive
Avon, CT 06001



**WATER BUREAU
REFERRAL OF DRAFT ORDINANCE ADDITION TO COMMITTEE ON MDC
GOVERNMENT RE: RESERVED SAFE YIELD AGREEMENTS**

To: Water Bureau for consideration February 23, 2026

It is **RECOMMENDED** that it be:

VOTED: That the Water Bureau recommends to the Committee on MDC Government the following:

RESOLVED: That a new Water Supply Ordinance, W1g "Reserved Safe Yield Agreements," be adopted as follows:

[NEW ORDINANCE] - SEC. W1g RESERVED SAFE YIELD AGREEMENTS

Any agreement entered into by the District with any water company, as defined in Conn. Gen. Stat. § 25-32a, a municipality, or other entity, that provides water outside the District's exclusive service area and includes provisions reserving any portion of the District's water supply safe yield for the benefit of such water company, municipality or other entity, shall require payment of a rate established by the District Board, which shall be known as the "Reserved Safe Yield Rate". The Reserved Safe Yield Rate shall apply to any unused portions of contracted available daily quantities. The Reserved Safe Yield Rate shall not apply to quantities of treated water actually purchased or within the take-or-pay minimum of the water company, municipality or other entity.

The District Board shall establish the Reserved Safe Yield Rate based on the calculated budgetary cost for the maintenance and protection of its water supply reservoir system. The Reserved Safe Yield Rate shall be a fixed rate per million gallons per day of water which rate may be modified annually by the District Board. The Reserved Safe Yield Rate shall be applied to the difference between the contracted safe yield quantity and the annual average daily water purchased.

The primary function of the District's safe yield is to ensure an adequate supply of water for customers within the District's established service area. The District shall reserve a minimum of fifteen percent (15%) in addition to the existing water usage within the District's service area for future use. Safe yield assignments and reserves shall be reviewed by the District Board prior to the District entering any new water supply contracts which include reserved safe yield.

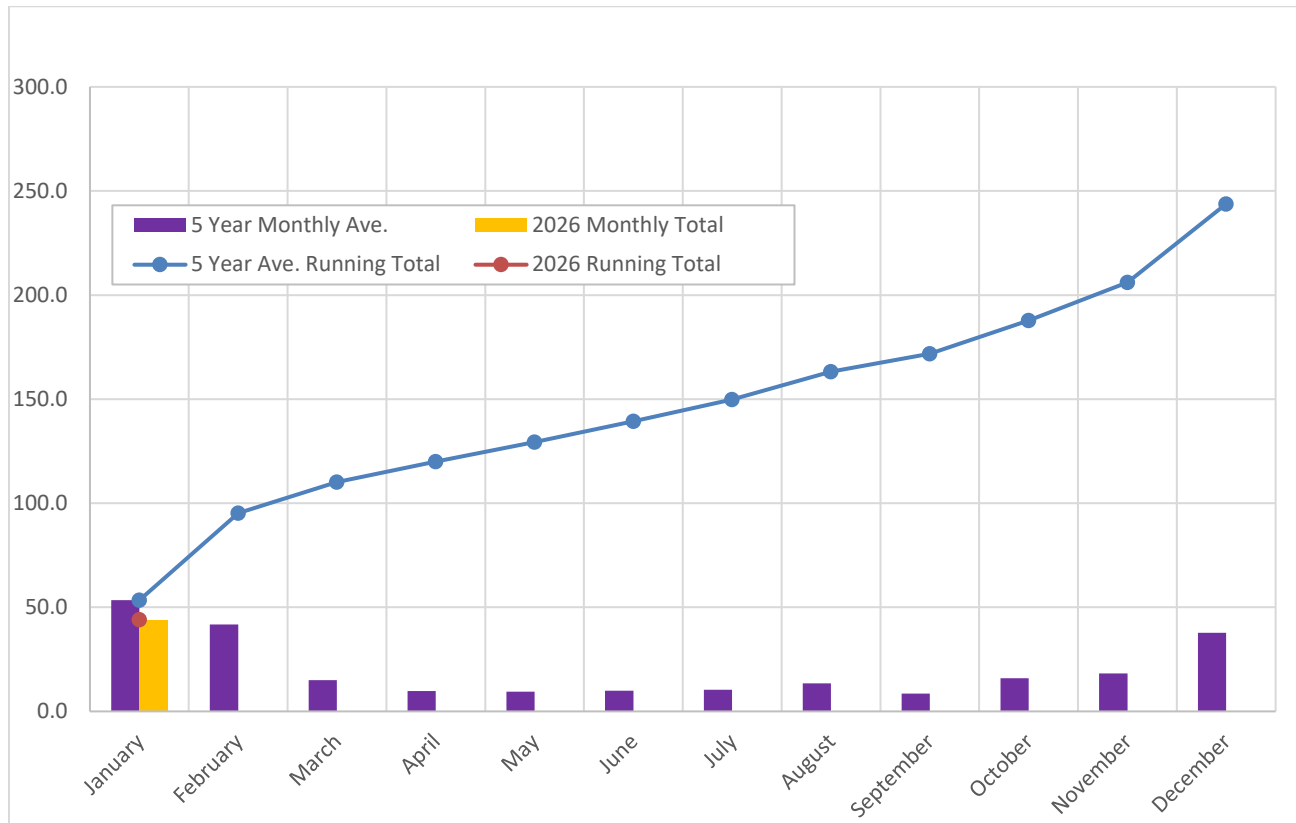
This ordinance shall not apply to any agreement in effect as of the effective date of this ordinance but shall apply to any future renewal or amendment of any such agreement.

Respectfully submitted,


John S. Mirtle
District Clerk

Monthly Water Main Leak Summary – January 2026

Month	2021	2022	2023	2024	2025	5 Year Average	2026
January	56	62	18	47	84	53.4	44
February	79	42	24	22	42	41.8	
March	25	12	10	10	18	15.0	
April	13	7	5	16	8	9.8	
May	17	12	9	6	3	9.4	
June	11	12	11	8	8	10.0	
July	9	5	12	15	11	10.4	
August	10	17	16	10	14	13.4	
September	7	4	5	15	12	8.6	
October	6	18	20	21	15	16.0	
November	21	17	23	13	17	18.2	
December	21	47	23	58	40	37.8	
Annual Total	275	255	176	241	272	236.8	44



WATER UTILITY REVENUE REPORT

January 2026 YTD

Jan YTD is 10.8% of the full year

WATER UTILITY FUND 1120	January 2026			January 2025		
	Full Year Budget	YTD Actuals	% VAR	Full Year Budget	YTD Actuals	% VAR
TOTAL REVENUES	\$ 124,567,892	\$ 13,489,418	10.8%	\$ 119,702,948	\$ 9,198,184	7.7%
Sale of Water	\$ 98,265,957	\$ 7,114,375	7.2%	\$ 96,863,796	\$ 6,955,892	7.2%
416110 Water-Domestic	\$ 46,462,909	\$ 3,428,002	7.4%	\$ 45,986,289	\$ 3,428,543	7.5%
416120 Water-Domestic/Religious	\$ 16,030	\$ 6,305	39.3%	\$ 160,698	\$ 6,215	3.9%
416130 Water-Domestic/Agriculture	\$ 120,034	\$ -	0.0%	\$ 38,709	\$ -	0.0%
416210 Water-Commercial	\$ 15,963,475	\$ 1,043,142	6.5%	\$ 15,491,938	\$ 1,031,343	6.7%
416220 Water-Commercial/Religious	\$ 40,272	\$ 37,415	92.9%	\$ 1,208,952	\$ 39,044	3.2%
416230 Water-Commercial/Agriculture	\$ 837,898	\$ 3,509	0.4%	\$ 33,625	\$ 3,143	9.3%
416310 Water-Industrial	\$ 3,424,319	\$ 213,034	6.2%	\$ 3,431,748	\$ 98,260	2.9%
416410 Water-Municipal	\$ 2,399,135	\$ 82,243	3.4%	\$ 2,748,683	\$ 82,215	3.0%
416420 Water-Municipal/Housing	\$ 744,842	\$ 60,114	8.1%	\$ 684,238	\$ 60,076	8.8%
416810 Water-Resale Treated	\$ 1,671,887	\$ 79,791	4.8%	\$ 1,895,927	\$ 96,391	5.1%
416820 Water-Resale Raw	\$ 30,000	\$ -	0.0%	\$ 10,000	\$ -	0.0%
416900 Water-General Surcharge	\$ 2,314,900	\$ 184,224	8.0%	\$ 2,184,300	\$ 183,223	8.4%
416910 Water-Capital Improvement Surcharge	\$ 892,956	\$ 73,054	8.2%	\$ 848,389	\$ 74,901	8.8%
417110 Cust Service Charges-Domestic	\$ 19,365,000	\$ 1,568,942	8.1%	\$ 18,409,000	\$ 1,522,671	8.3%
417120 Cust Service Charges-Domestic/Religious	\$ 39,400	\$ 3,240	8.2%	\$ 37,600	\$ 3,184	8.5%
417130 Cust Service Charges-Domestic/Agriculture	\$ 2,900	\$ 244	8.4%	\$ 2,900	\$ 244	8.4%
417210 Cust Service Charges-Commercial	\$ 2,703,700	\$ 228,459	8.4%	\$ 2,570,200	\$ 224,416	8.7%
417220 Cust Service Charges-Commercial/Religious	\$ 155,900	\$ 12,844	8.2%	\$ 147,800	\$ 12,686	8.6%
417230 Cust Service Charges-Commercial/Agriculture	\$ 4,200	\$ 459	10.9%	\$ 3,900	\$ 373	9.6%
417310 Cust Service Charges-Industrial	\$ 262,300	\$ 23,588	9.0%	\$ 249,600	\$ 22,678	9.1%
417410 Cust Service Charges-Municipal	\$ 582,400	\$ 48,108	8.3%	\$ 515,000	\$ 48,230	9.4%
417420 Cust Service Charges-Municipal Housing	\$ 140,200	\$ 11,735	8.4%	\$ 134,100	\$ 12,139	9.1%
417810 Cust Service Charges-Resale Treated	\$ 71,300	\$ 4,026	5.6%	\$ 65,200	\$ 4,022	6.2%
417820 Cust Service Charges-Resale Raw	\$ 20,000	\$ 1,897	9.5%	\$ 5,000	\$ 1,896	37.9%
Other Operating Revenues	\$ 17,777,879	\$ 6,199,286	34.9%	\$ 13,197,065	\$ 570,921	4.3%
411040 Property Change of Ownership Admin Fee	\$ 501,600	\$ 23,540	4.7%	\$ 528,000	\$ 24,200	4.6%
413040 Employer Fund Contributions	\$ 5,469,113	\$ 5,469,113	100.0%	\$ 3,389,800	\$ -	0.0%
419110 Hydrant Maintenance-Private	\$ 163,540	\$ -	0.0%	\$ 168,465	\$ 125	0.1%
419120 Hydrant Maintenance-Public	\$ 1,741,310	\$ -	0.0%	\$ 1,687,455	\$ -	0.0%
419130 Fire Protection Service	\$ 9,296,000	\$ 620,608	6.7%	\$ 6,032,000	\$ 524,991	8.7%
419400 Bill Jobs	\$ 143,810	\$ 40,655	28.3%	\$ 217,220	\$ 4,047	1.9%
419410 RRB-DOT Normal Labor	\$ 105,846	\$ -	0.0%	\$ 105,846	\$ -	0.0%
419430 RRB - Materials/Material Handling	\$ 24,780	\$ -	0.0%	\$ 37,027	\$ -	0.0%
419510 RRB-DPA Labor ST	\$ 42,450	\$ -	0.0%	\$ 467,844	\$ 381	0.1%
419520 RRB-DPA Labor OT	\$ 1,920	\$ -	0.0%	\$ -	\$ -	0.0%
419540 RRB-DPA Equipment	\$ 46,280	\$ -	0.0%	\$ 6,522	\$ 148	2.3%
419550 RRB-DPA Contracts	\$ 111,230	\$ -	0.0%	\$ 363,602	\$ 7,681	2.1%
419610 RRB-DPA Labor Additive Overhead	\$ -	\$ -	0.0%	\$ 93,284	\$ 537	0.6%
419910 Fees: Water Tapping	\$ 130,000	\$ 45,370	34.9%	\$ 100,000	\$ 8,810	8.8%
Non-Operating Revenues	\$ 8,524,056	\$ 175,758	2.1%	\$ 9,642,087	\$ 1,671,372	17.3%
421290 IGR-Misc. Charges To Govt Agencies	\$ 750,000	\$ -	0.0%	\$ -	\$ -	0.0%
423100 Interest Income - Investment	\$ 5,196,556	\$ -	0.0%	\$ 5,600,000	\$ 474,659	8.5%
423300 Rental Revenue	\$ 125,000	\$ 10,939	8.8%	\$ 119,977	\$ 10,205	8.5%
429210 Collections & Liens	\$ 220,000	\$ 5,920	2.7%	\$ 220,000	\$ 7,332	3.3%
429220 Late Payment Charge	\$ 900,000	\$ 66,382	7.4%	\$ 1,275,862	\$ 67,355	5.3%
429230 Returned Check Fees	\$ 30,000	\$ (360)	-1.2%	\$ 60,000	\$ 420	0.7%
429260 Legal Recovery	\$ 350,000	\$ 25,447	7.3%	\$ 300,000	\$ 19,011	6.3%
431010 Recreational Sales	\$ 20,000	\$ -	0.0%	\$ 20,000	\$ -	0.0%
431020 Forestry Sales	\$ 112,500	\$ 45	0.0%	\$ 256,000	\$ -	0.0%
431210 Misc Revenue	\$ 200,000	\$ 30,645	15.3%	\$ 250,000	\$ 53,480	21.4%
431230 Vendor Discount Revenue	\$ -	\$ -	0.0%	\$ 100	\$ -	0.0%
431240 Sale Of Material & Equipment	\$ 250,000	\$ -	0.0%	\$ 250,000	\$ 4,057	1.6%
431280 Cross-Connection/BackWater Fee	\$ 350,000	\$ 32,327	9.2%	\$ 230,400	\$ 30,106	13.1%
453000 Main Pipe Assessments	\$ 20,000	\$ 4,320	21.6%	\$ 55,000	\$ -	0.0%
440040 Fund Contributions	\$ -	\$ -	0.0%	\$ 1,004,748	\$ 1,004,748	100.0%

**WATER BUREAU
SPECIAL MEETING**

555 Main Street, Hartford
Monday, January 7, 2026

Present: Commissioners John Gale, Jackie Mandyck, and District Chairman Donald M. Currey (3)

Remote

Attendance: Commissioners Andrew Adil, Kyle Anderson, Avery Buell, Dimple Desai, Peter Gardow, Pasquale J. Salemi and Chris Tierinni (7)

Absent: Commissioners Diane Lewis, Alvin Taylor and New Britain Representative Michael Carrier (3)

Also

Present: Commissioner John Avedisian
Commissioner William A. DiBella
Commissioner Byron Lester (Remote Attendance)
Scott W. Jellison, Chief Executive Officer
Christopher Stone, District Counsel
John S. Mirtle, District Clerk
Christopher Levesque, Chief Operating Officer
Kelly Shane, Chief Administrative Officer
Susan Negrelli, Director of Engineering
Robert Schwarm, Director of Information Systems (Remote Attendance)
Thomas Tyler, Director of Facilities
David Banker, Assistant Manager of Engineering Services (Remote Attendance)
Nick Salemi, Communications Administrator
Carrie Blardo, Assistant to the Chief Executive Officer
Victoria Escoriza, Assistant Administrative Officer and Special Assistant
Kevin Sullivan, IT Consultant (Remote Attendance)
Elizabeth Tavelli, Independent Consumer Advocate

CALL TO ORDER

The meeting was called to order by Vice Chairman Gale at 4:07 PM

PUBLIC COMMENT RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

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

Independent Consumer Advocate Elizabeth Tavelli spoke regarding the Portland Agreement. She felt that the language on page 2, specifically the sentence that says “The District and the Town each agree that they shall seek renewals or extensions of any such permits as may be

required so as to allow for the provision of water supply to cover the term of this Agreement and any extension dates”, may put undue burden on the MDC for all permit renewals or extensions related to the agreement even ones that are the responsibility of the town, not MDC.

APPROVAL OF MEETING MINUTES

On motion made by Commissioner DiBella and duly seconded, the meeting minutes of November 17, 2025 were approved.

FIRST AMENDMENT TO 1996 AGREEMENT FOR WATER SUPPLY BETWEEN TOWN OF PORTLAND AND THE METROPOLITAN DISTRICT

THIS FIRST AMENDMENT TO 1996 AGREEMENT FOR WATER SUPPLY BETWEEN TOWN OF PORTLAND AND THE METROPOLITAN DISTRICT (the “First Amendment”) entered into as of the day of January, 2026 by and between the TOWN OF PORTLAND, a municipal corporation organized and existing under the laws of the State Connecticut, acting herein by Michael Pelton, its First Selectman, duly authorized (hereafter “Portland” or the “Town”), and THE METROPOLITAN DISTRICT, a municipal corporation organized and existing under the laws of the State of Connecticut, having its principal place of business in Hartford, Connecticut, acting herein by Scott W. Jellison, its Chief Executive Officer, duly authorized (hereafter the “District”).

R E C I T A L S

WHEREAS, the Town and the District entered into an Agreement dated January 26, 1996, whereby the District agreed to supply potable water to Portland (the “Agreement”), upon certain terms and conditions as more particular set forth therein, and subject to approval of the State of Connecticut Departments of Public Health (“CT DPH”) and the Department of Energy and Environmental Protection, formerly the Department of Environmental Protection (“CT DEEP”); and

WHEREAS, on June 30, 1997, CT DPH issued a “Sale of Excess Water Permit,” identified as permit #97-01, allowing the sale of excess water by the District to Portland in the quantities set forth in the Agreement; and

WHEREAS, on January 5, 1999, CT DEEP issued a water diversion permit to the District and Portland, identified as Permit DIV-1996-09 and/or Permit DIV-96-09, and renewed by Permit DIVC-202306582 issued on January 19, 2024, allowing for the transfer of water from the District’s water supply to Portland in the quantities set forth in the Agreement, through January 8, 2049; and

WHEREAS, on December 12, 2008, CT DPH issued Sale of Excess Water Permit #SEW 2008-03, allowing the sale of excess water by the District to Portland in the quantities set forth in the Agreement; and

WHEREAS, on March 15, 2019 CT DPH issued Sale of Excess Water Permit #SEW 2019-02, allowing the sale of excess water by the District to Portland in the quantities set forth in the Agreement, through March 1, 2029; and

WHEREAS, the Agreement is set to expire on January 26, 2026; and

WHEREAS, the Town is currently developing a new drinking water well as an additional water source for the Town Water Department. When fully operational, it is intended to replace, in whole or in part, the supply of water provided by the District under the Agreement; and

WHEREAS, in order to supply Portland with water from the expiration of the Agreement to the completion and full operation of Portland's new well, the parties, subject to the approval of each party's boards and commissions of cognizance, desire to modify certain terms in the Agreement, as hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 2 of the Agreement shall be deleted and the following shall be inserted in its place:

The term of the Agreement shall continue until June 30, 2028. In the interim, the parties will endeavor in good faith to negotiate a new agreement addressing water supply and/or an emergency interconnection for the Town upon expiration of Agreement. If, prior to December 1, 2027, the parties have not executed a new agreement while acting in good faith, the term of the Agreement shall extend until December 31, 2028. The Town shall have the option to extend the term of this Amendment and Agreement beyond December 31, 2028 until June 30, 2029 by providing written notice to the District before November 1, 2028 to extend the term.

If the term is extended beyond March 1, 2029, commencing upon notice from Portland exercising its option to extend the Agreement term to June 30, 2029, the parties will endeavor to seek an extension or renewal of the Sale of Excess Water Permit #SEW 2019-02 in accordance with the parties' agreement as to the new term and consistent with the obligations set forth in paragraph 3 of the Agreement.

If any permit, required by either the District or the Town for the supply, transmission, diversion and/or sale of water to the Town by the District, is not renewed or otherwise extended prior to its termination, the termination date of this Agreement shall be automatically modified to the termination date of such permit(s). The District and the Town each agree that they shall seek renewals or extensions of any such permits as may be required so as to allow for the provision of water supply to cover the term of this Agreement and any extension dates. If, however, any such renewal or extension imposes upon the District or the Town obligations or expenses not contemplated in the original permit being renewed or extended, then this Agreement may be

terminated by such party which would be required to incur such obligations or expenses, effective on the date the relevant permit expires and upon written notice to the other party, unless the other party agrees, in writing, to take responsibility for such obligations and/or expenses.

2. Section 13 Quantity of Water of the Agreement shall be deleted and the following shall be inserted in its place:

During the Term of this Agreement, the District agrees to deliver and the Town shall purchase the following amounts of water:

- (a) From January 27, 2026 to June 30, 2026:

Minimum – 400,000 gallons per day, Maximum – 1,100,000 gallons per day;

- (b) From July 1, 2026 to June 30, 2027:

Minimum – 425,000 gallons per day, Maximum – 1,100,000 gallons per day;

- (c) From July 1, 2027 to June 30, 2028:

Minimum – 437,500 gallons per day, Maximum – 1,100,000 gallons per day;

- (d) From July 1, 2028 to December 31, 2028 (if term extended in accordance with Section 2 of this Agreement):

Minimum – 450,000 gallons per day, Maximum – 1,100,000 gallons per day;

- (e) From January 1, 2029 to June 30, 2029 (if term extended in accordance with Section 2 of this Agreement, subject to regulatory approval):

Minimum – 475,000 gallons per day, Maximum – 1,100,000 gallons per day;

The foregoing amounts are based on an average which shall be calculated over a 365 day period in a calendar year; provided, however, that in no instance shall the Town's use of water exceed a maximum draw of 2,000,000 gallons during any twenty-four (24) hour period, a maximum daily draw of 2,000,000 gallons per day or a maximum of 1,384 gallons per minute. The parties acknowledge that there may be times when the amounts used by the Town may either not meet or may exceed the amounts set forth above. If, however, the use by the Town exceeds the amount set forth hereinabove (a) in a manner that results in a violation of either the Diversion Permit or the Sale Permit, (b) results in a hindrance of water supply to District customers located within the District or within a District exclusive service area, or (c) causes damage to the District System or other District facilities used for the supply of water, then the Town shall be liable for (i) all fines and or penalties that may be assessed by the CT DEEP and/or the CT DPH and all costs or expense of the District incurred in defending or resolving such violations, (ii) for all damages costs, expenses (including attorneys' costs and expenses) and liability that may be assessed against the District by virtue of the hindrance of water supply to District customers, and (iii) for all costs associated within remedying any damage to the District System and/or other District water supply facilities. In addition, the Town acknowledges that the District will be incurring certain expenses in connection with the supply of water to the Town which expenses will not be reimbursed by the Town. The District is willing to incur these expenses based on the understanding that the Town will be purchasing a minimum amount of water from the District and the Town's failure to do so shall cause damage to the District. If the use by the Town does not meet the minimum set forth above calculated over a calendar year, (i.e. 150,600,000 gallons

in 2026, 157,425,000 gallons in 2027, 162,425,000 gallons in 2028, 85,975,000 from January 1, 2029 to June 30, 2029) the Town shall pay to the District a sum equal to the difference between the minimum required and the amount actually used multiplied by the rate then in effect for the sale of water to non-member customers; provided, however, that if the minimum amount to be purchased by the Town is not met solely because of use restrictions placed on the Town by the District pursuant to the provisions of Paragraph 18 hereinbelow, then the Town shall not be charged for its failure to meet the minimum requirements to the extent it is caused by the District restrictions.

3. Section 31 Notices of the Agreement shall be deleted and the following shall be inserted in its place:

All notices required to be sent herein shall be sent certified mail, return receipt requested, express overnight mail or delivered by hand to the parties at the following addresses:

If to the District:

Chief Executive Officer
The Metropolitan District
555 Main Street
Hartford, CT 06103

With a copy to:

District Counsel
The Metropolitan District
555 Main Street
Hartford, CT 06103

If to the Town:

First Selectman
Town of Portland
265 Main Street
Portland, CT 06480

With a copy to:

Department of Public Works
Town of Portland
265 Main Street
Portland, CT 06480

And shall be deemed given on the earlier of three (3) business days from the date of mailing, the date of actual receipt or the first date of attempted certified mail delivery.

4. Miscellaneous.

- a. Except as otherwise expressly provided by this First Amendment, all of the respective terms, conditions and provisions of the Agreement shall remain in full force and effect. It is declared and agreed by each of the parties hereto that this First Amendment and the Agreement be read and construed as one instrument.
- b. This First Amendment may be executed and delivered in any number of counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one and the same Amendment.
- c. The provisions of this First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- d. As to the District, its Water Bureau and Board of Commissioners approved this First Amendment on January 7, 2026 and January 12, 2026, respectively, and as

to Portland, its Board of Selectmen approved this First Amendment on December 17, 2025. Absent all necessary approvals by each parties' commissions or boards of cognizance, this First Amendment shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date set forth above.

Town of Portland

By: _____

Michael Pelton
Its First Selectman

The Metropolitan District

By: _____

Scott Jellison
Its Chief Executive Officer

Approved as to form and content

By: _____

Christopher R. Stone
Its District Counsel

District Chairman Currey made a motion to approve the agreement that was put before the Water Bureau and transmitted to the Town of Portland. The motion was duly seconded.

Commissioner DiBella made a motion to amend the agreement, as shown above in redline. The motion to amend was duly seconded and approved by unanimous vote of those present.

The motion to approve the agreement, as amended, was approved by unanimous vote of those present.

OUTREACH MEETINGS FOR COPPERMILL ROAD & GARDEN STREET PROJECTS IN WETHERSFIELD

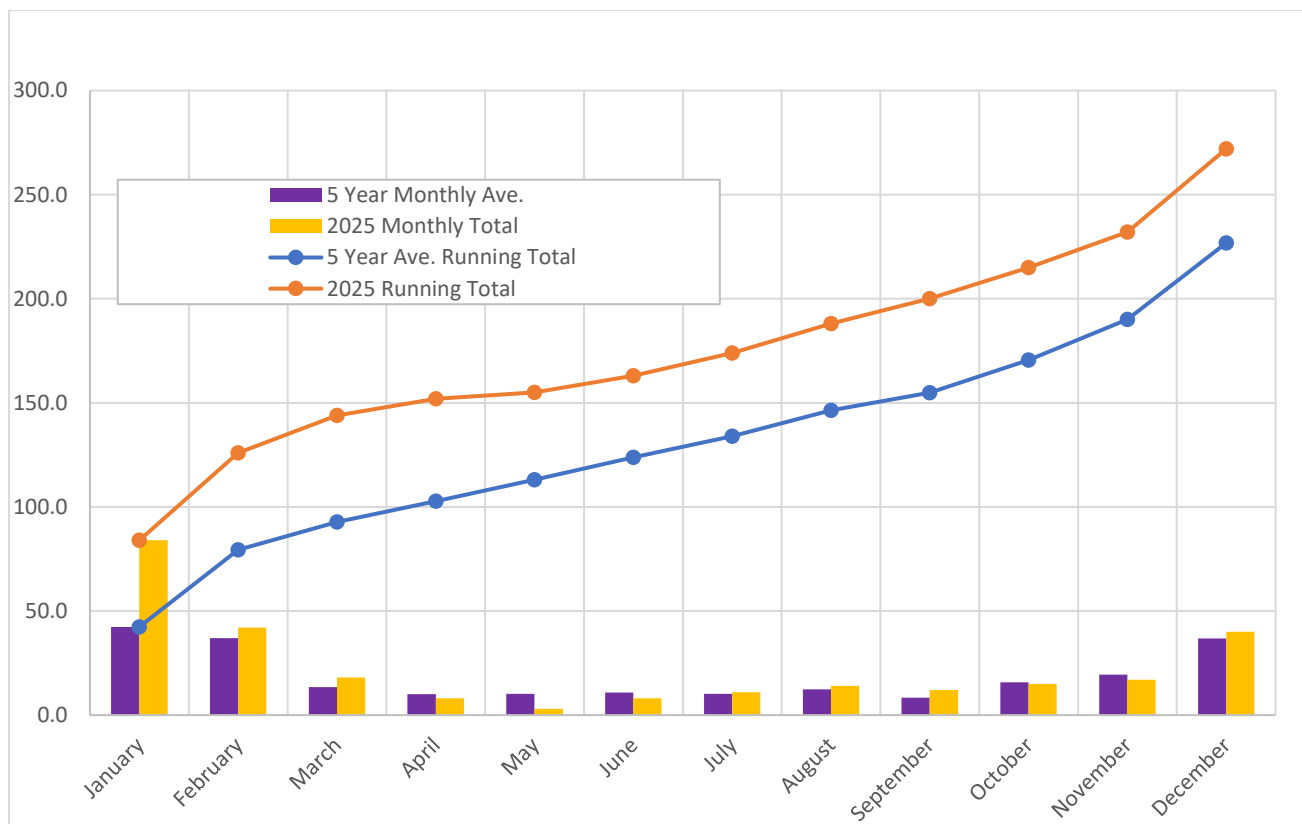
Commissioner Gardow asked that Commissioners be invited to public outreach meetings.
CEO Scott Jellison confirmed that will be done.

SUMMARY OF WATER MAIN BREAKS

Christopher Levesque, Chief Operating Officer, provided a summary of water main breaks.

Monthly Water Main Leak Summary – December

Month	2020	2021	2022	2023	2024	5 Year Average	2025
January	29	56	62	18	47	42.4	84
February	18	79	42	24	22	37.0	42
March	10	25	12	10	10	13.4	18
April	9	13	7	5	16	10.0	8
May	7	17	12	9	6	10.2	3
June	12	11	12	11	8	10.8	8
July	10	9	5	12	15	10.2	11
August	9	10	17	16	10	12.4	14
September	11	7	4	5	15	8.4	12
October	14	6	18	20	21	15.8	15
November	23	21	17	23	13	19.4	17
December	35	21	47	23	58	36.8	40
Annual Total	187	275	255	176	241	223.3	272



YEAR-TO-DATE WATER REVENUE

Jonathan Perugini, Director of Finance / Chief Financial Officer, provided an update on Year-to-date Water Revenue.

Water Bureau - 01.07.26 Regular Meeting

WATER UTILITY REVENUE REPORT

November 2025 YTD

Nov YTD is 91.7% of the full year

WATER UTILITY FUND 1120	November 2025			November 2024		
	Full Year Budget	YTD Actuals	% VAR	Full Year Budget	YTD Actuals	% VAR
TOTAL REVENUES	\$ 119,702,948	\$ 105,181,582	87.9%	\$ 110,831,154	\$ 100,193,969	90.4%
Sale of Water	\$ 96,863,796	\$ 86,128,615	88.9%	\$ 91,388,900	\$ 83,499,030	91.4%
416110 Water-Domestic	\$ 45,986,289	\$ 40,581,416	88.2%	\$ 43,887,700	\$ 39,134,674	89.2%
416120 Water-Domestic/Religious	\$ 160,698	\$ 73,586	45.8%	\$ 156,000	\$ 73,508	47.1%
416130 Water-Domestic/Agriculture	\$ 38,709	\$ (55)	-0.1%	\$ 37,600	\$ 3,356	8.9%
416210 Water-Commercial	\$ 15,491,938	\$ 13,915,033	89.8%	\$ 13,332,500	\$ 13,430,284	100.7%
416220 Water-Commercial/Religious	\$ 1,208,952	\$ 543,630	45.0%	\$ 1,173,700	\$ 498,907	42.5%
416230 Water-Commercial/Agriculture	\$ 33,625	\$ 53,591	159.4%	\$ 32,600	\$ 36,336	111.5%
416310 Water-Industrial	\$ 3,431,748	\$ 2,782,650	81.1%	\$ 3,331,800	\$ 2,654,522	79.7%
416410 Water-Municipal	\$ 2,748,683	\$ 1,810,321	65.9%	\$ 2,668,600	\$ 1,771,621	66.4%
416420 Water-Municipal/Housing	\$ 684,238	\$ 688,769	100.7%	\$ 664,300	\$ 673,147	101.3%
416810 Water-Resale Treated	\$ 1,895,927	\$ 2,353,589	124.1%	\$ 1,840,700	\$ 2,141,426	116.3%
416820 Water-Resale Raw	\$ 10,000	\$ 822	8.2%	\$ 10,000	\$ 662	6.6%
416900 Water-General Surcharge	\$ 2,184,300	\$ 2,033,208	93.1%	\$ 2,113,000	\$ 2,004,065	94.8%
416910 Water-Capital Improvement Surcharge	\$ 848,389	\$ 809,936	95.5%	\$ 834,800	\$ 819,577	98.2%
417110 Cust Service Charges-Domestic	\$ 18,409,000	\$ 16,838,468	91.5%	\$ 17,618,600	\$ 16,658,006	94.5%
417120 Cust Service Charges-Domestic/Religious	\$ 37,600	\$ 35,021	93.1%	\$ 37,900	\$ 35,173	92.8%
417130 Cust Service Charges-Domestic/Agriculture	\$ 2,900	\$ 2,679	92.4%	\$ 3,600	\$ 2,736	76.0%
417210 Cust Service Charges-Commercial	\$ 2,570,200	\$ 2,478,947	96.4%	\$ 2,305,200	\$ 2,444,654	106.0%
417220 Cust Service Charges-Commercial/Religious	\$ 147,800	\$ 139,353	94.3%	\$ 234,100	\$ 139,636	59.6%
417230 Cust Service Charges-Commercial/Agriculture	\$ 3,900	\$ 4,177	107.1%	\$ 5,900	\$ 4,099	69.5%
417310 Cust Service Charges-Industrial	\$ 249,600	\$ 257,197	103.0%	\$ 327,100	\$ 256,765	78.5%
417410 Cust Service Charges-Municipal	\$ 515,000	\$ 531,362	103.2%	\$ 619,500	\$ 520,051	83.9%
417420 Cust Service Charges-Municipal Housing	\$ 134,100	\$ 129,790	96.8%	\$ 133,900	\$ 130,319	97.3%
417810 Cust Service Charges-Resale Treated	\$ 65,200	\$ 44,260	67.9%	\$ 14,800	\$ 44,243	298.9%
417820 Cust Service Charges-Resale Raw	\$ 5,000	\$ 20,866	417.3%	\$ 5,000	\$ 20,860	417.2%
Other Operating Revenues	\$ 13,197,065	\$ 11,407,411	86.4%	\$ 9,963,996	\$ 8,016,354	80.5%
411040 Property Change of Ownership Admin Fee	\$ 528,000	\$ 352,220	66.7%	\$ -	\$ -	0.0%
413040 Employer Fund Contributions	\$ 3,389,800	\$ 2,589,800	76.4%	\$ 800,000	\$ -	0.0%
419110 Hydrant Maintenance-Private	\$ 168,465	\$ 166,658	98.9%	\$ 162,750	\$ 156,409	96.1%
419120 Hydrant Maintenance-Public	\$ 1,687,455	\$ 1,682,505	99.7%	\$ 1,577,900	\$ 1,578,365	100.0%
419130 Fire Protection Service	\$ 6,032,000	\$ 5,860,690	97.2%	\$ 6,032,000	\$ 5,738,728	95.1%
419400 Bill Jobs	\$ 217,220	\$ 331,366	152.5%	\$ 217,220	\$ 144,889	66.7%
419410 RRB-DOT Normal Labor	\$ 105,846	\$ 8,050	7.6%	\$ 105,846	\$ -	0.0%
419430 RRB - Materials/Material Handling	\$ 37,027	\$ 33,154	89.5%	\$ 37,027	\$ 20,105	54.3%
419510 RRB-DPA Labor ST	\$ 467,844	\$ 32,084	6.9%	\$ 467,844	\$ 25,921	5.8%
419520 RRB-DPA Labor OT	\$ -	\$ 5,960	0.0%	\$ -	\$ 2,581	0.0%
419525 RRB-DPA Labor Doubletime	\$ -	\$ 480	0.0%	\$ -	\$ 362	0.0%
419540 RRB-DPA Equipment	\$ 6,522	\$ 33,910	519.9%	\$ 6,522	\$ 38,592	591.7%
419550 RRB-DPA Contracts	\$ 363,602	\$ 62,966	17.3%	\$ 363,602	\$ 138,697	38.1%
419610 RRB-DPA Labor Additive Overhead	\$ 93,284	\$ 61,458	65.9%	\$ 93,284	\$ 50,265	53.9%
419910 Fees: Water Tapping	\$ 100,000	\$ 186,110	186.1%	\$ 100,000	\$ 120,440	120.4%
Non-Operating Revenues	\$ 9,642,087	\$ 7,645,555	79.3%	\$ 9,478,259	\$ 8,678,584	91.6%
423100 Interest Income - Investment	\$ 5,600,000	\$ 3,792,004	67.7%	\$ 5,600,000	\$ 4,898,101	87.5%
423300 Rental Revenue	\$ 119,977	\$ 113,221	94.4%	\$ 119,977	\$ 110,599	92.2%
429200 Rebates & Reimbursements	\$ -	\$ 224,190	0.0%	\$ -	\$ 20,729	0.0%
429210 Collections & Liens	\$ 220,000	\$ 286,089	130.0%	\$ 220,000	\$ 258,466	117.5%
429220 Late Payment Charge	\$ 1,275,862	\$ 688,791	54.0%	\$ 1,275,862	\$ 731,245	57.3%
429230 Returned Check Fees	\$ 60,000	\$ 3,907	6.5%	\$ 60,000	\$ 3,780	6.3%
429260 Legal Recovery	\$ 300,000	\$ 281,171	93.7%	\$ 300,000	\$ 360,820	120.3%
431010 Recreational Sales	\$ 20,000	\$ 14,978	74.9%	\$ 20,000	\$ 16,780	83.9%
431020 Forestry Sales	\$ 256,000	\$ 115,963	45.3%	\$ 256,000	\$ 349,955	136.7%
431210 Misc Revenue	\$ 250,000	\$ 637,368	254.9%	\$ 100,000	\$ 189,849	189.8%
431230 Vendor Discount Revenue	\$ 100	\$ 9	8.7%	\$ 100	\$ 76	75.7%
431240 Sale Of Material & Equipment	\$ 250,000	\$ 118,028	47.2%	\$ 120,000	\$ 282,124	235.1%
431280 Cross-Connection/Backwater Fee	\$ 230,400	\$ 342,740	148.8%	\$ 230,400	\$ 320,392	139.1%
453000 Main Pipe Assessments	\$ 55,000	\$ 22,350	40.6%	\$ 55,000	\$ 14,750	26.8%
440040 Fund Contributions	\$ 1,004,748	\$ 1,004,748	100.0%	\$ 1,120,920	\$ 1,120,920	100.0%

OPPORTUNITY FOR GENERAL PUBLIC

No one from the public appeared.

COMMISSIONER REQUESTS FOR CONSIDERATION OF FUTURE AGENDA ITEMS

No Commissioners requested a future agenda item.

ADJOURNMENT

The meeting was adjourned at 4:50 PM

ATTEST:

John S. Mirtle
District Clerk

Date of Approval

**Video of the full January 7, 2026 Water Bureau meeting is available at
<https://www.youtube.com/@MetropolitanDistrictCommission> **