

THE METROPOLITAN DISTRICT COMMISSION

555 Main Street
Hartford, Connecticut 06103
Monday, April 13, 2015

Present: Commissioners Andrew Adil, Luis Caban, Mary Anne Charron, Donald M. Currey, William A. DiBella, Janice Flemming, Allen Hoffman, Jean Holloway, Sandra Johnson, Kathleen J. Kowalshyn, Joseph H. Kronen, Maureen Magnan, Alphonse Marotta, Thea Montanez, James S. Needham, J. Lawrence Price, Kennard Ray, Albert F. Reichin, Hector Rivera, Pasquale J. Salemi, Michael Solomonides, Raymond Sweezy, Alvin E. Taylor and Richard W. Vicino (24)

Absent: Commissioners Daniel Camilliere, Timothy Curtis, Matthew B. Galligan, Michael W. Gerhart, William P. Horan, Joseph Klett, Mark A. Pappa, Helene Shay, Michael A. Toppi, and Special Representative Michael Carrier (10)

Also

Present: Scott W. Jellison, Chief Executive Officer
John M. Zinzarella, Deputy Chief Executive Officer, Business Services
R. Bartley Halloran, District Counsel
Christopher R. Stone, Assistant District Counsel
Gerald J. Lukowski, Director of Operations
Sue Negrelli, Director of Engineering
Erin Ryan, Director of Human Resources
John S. Mirtle, District Clerk
Kerry E. Martin, Assistant to the Chief Executive Officer
Cynthia A. Nadolny, Executive Assistant
Dean Gazzo, President of Local 184 AFSCME
Jessica Coelho, President of Local 3713 AFSCME

CALL TO ORDER

The meeting was called to order by Chairman DiBella at 5:41 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.

APPROVAL OF MINUTES

On motion made by Commissioner Kronen and duly seconded, the meeting minutes of March 2, 2015 were approved.

Commissioners Price, Ray, Reichin and Vicino abstained.

REPORT FROM DISTRICT CHAIRMAN

Scott Jellison, Chief Executive Officer presented the monthly CEO Report.

Commissioner Flemming left the meeting at 5:59 PM

Commissioner Charron left the meeting at 6:33 PM

**WATER BUREAU
RIVERFRONT RECAPTURE INC. AGREEMENT**

To: District Board

April 13, 2015

From: Water Bureau

At a meeting of the Water Bureau on February 25, 2015, the Water Bureau recommended approval of the following resolution:

BE IT HEREBY RESOLVED that the Board of Commissioners of The Metropolitan District approve the agreement between The Metropolitan District and Riverfront Recapture, Inc. for services and funding relating to the maintenance and operation of Riverfront Park in Hartford and East Hartford, as more particularly set forth in the attachment to this resolution.

Respectfully submitted,

John S. Mirtle, Esq.
District Clerk

AGREEMENT

This Agreement ("Agreement") is entered into between Riverfront Recapture, Inc. ("RRI"), a Connecticut non-profit corporation, and The Metropolitan District ("MDC"), a political subdivision of the State of Connecticut, as of the 1st day of January, 2015.

WHEREAS, since 1998, the MDC has, under agreement with RRI, provided services in regard to the Hartford and East Hartford riverfront park system;

WHEREAS RRI and the MDC wish to continue the assistance MDC has provided RRI in the maintenance, operation and promotional use of Riverfront Park (as hereinafter defined);

WHEREAS the parties hereto desire to provide high quality maintenance services to Riverfront Park under the direction of RRI, as manager, in the areas of Riverfront Park designated on Exhibit A (the "Riverfront Park Areas") in a manner that will support and promote public use and programming of events and activities at Riverfront Park;

WHEREAS RRI has entered, or is about to enter, into management services agreements with the City of Hartford ("City") and the Town of East Hartford ("Town") (each, a "Service Agreement" and collectively, the "Service Agreements") whereby each provides access to RRI, as its agent, and to its contractors and concessionaires, to the land along the banks of the Connecticut River of the City and Town and the water rights of the City and Town attendant thereto which has been designated by the City and Town to be part of the Riverfront Park ("Riverfront Park") and RRI has agreed to perform certain services as described in the Service Agreements ("RRI's Responsibilities"); and

WHEREAS, the Service Agreements contemplate that RRI's obligation to perform RRI's Responsibilities are conditioned upon RRI's ability to obtain funding and to engage one or more service providers to perform RRI's Responsibilities without cost to RRI; and

WHEREAS, the MDC has agreed, for the term set forth in Section 3.1 below, to take responsibility for performing and/or funding certain of RRI's Responsibilities pursuant to, and in accordance with, the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE ONE- MDC SERVICES

1.1 MDC Services. The MDC shall perform services in the Riverfront Park Areas as described on Exhibit B attached to this Agreement (the "Services"). The Services shall be performed during Regular Working Periods.

MDC may provide the Services directly or by separate contract.

For the purposes of this Agreement the term "Regular Working Periods" shall mean and include the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday exclusive of Holidays. "Holidays" are those days for which MDC employees working on those days receive overtime pay.

1.2 Costs of Services and Operating Fund Contribution.

1.2.1 Cost of Services: The Services and the materials and equipment required to perform the Services shall be provided by MDC without any direct cost to RRI. MDC shall determine how it will fund its costs for the Services provided herein. The MDC and RRI hereby agree that the total amount of the obligation of the MDC under Section 1.1 shall not exceed the amount of Seven Hundred Fifty Thousand Dollars (\$750,000) for each calendar year (the "Annual Budget").

1.2.2 To the extent that RRI requires Services outside of the Regular Working Periods, RRI shall be free to contract with third parties to perform such Services under terms and conditions acceptable to RRI, at no cost to the MDC.

1.2.3 Operating Funds Contribution. In addition to the performance of the Services, the MDC shall contribute to RRI the sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) to RRI's operating funds for each calendar year (the "Annual Budget"). Such funds shall be used by RRI in connection with the Riverfront Parks as deemed appropriate by RRI in RRI's sole discretion.

1.3 Oversight Committee.

- a. MDC and RRI shall create an Oversight Committee consisting of up to two members to be designated by the Chairman of the MDC and up to two members to be designated by RRI ("Oversight Committee"), which Oversight Committee shall be responsible for setting budget priorities, overseeing and coordinating all matters pertaining to the implementation and administration of this Agreement.
- b. The Oversight Committee shall develop a maintenance and operation work plan, and budget for all Services, within the Annual Budget.

1.4 Limits on Service. MDC shall not be obligated to provide the Services in the following circumstances:

- a. During such period as an event of force majeure occurs and is continuing, including, without limitation, declared or undeclared war, sabotage, riot or other acts of civil disobedience, acts of government, shortages of fuel, accidents, fire, explosions, extraordinary floods, earthquakes, work force safety concerns, MDC's emergency response to serve its core mission in providing water and sewer service to its customers, or other acts of God,

which substantially prevents the fulfillment of MDC's obligations as provided for herein to any portion of the Riverfront Park, but only to the extent of such portion of the Riverfront Park Areas as may be affected thereby.

- b. Services shall not be required to any portion of the Riverfront Park Areas in a municipality that has terminated its Service Agreement with RRI.
- c. MDC shall not be required to perform any level of service(s) beyond the level of services set forth in this Agreement or any additional services required as the result of any new improvements or modifications to existing improvements by RRI, unless agreed to by MDC in advance and in writing.

ARTICLE TWO- INSURANCE/INDEMNIFICATION

2.1 RRI will indemnify and hold harmless the MDC, its officers, agents, servants, commissioners and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, that the MDC, its officers, agents, servants, commissioners and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting therefrom) to all persons, whether employees of RRI or otherwise, and to all property caused by, resulting from, or arising out of RRI's negligence in the performance of its obligations under this Agreement.

The MDC will indemnify and hold harmless RRI and the City/Town. their officers, agents, servants, commissioners and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, that RRI and the City/Town, their officers, agents, servants, commissioners and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting therefrom) to all persons, whether employees of MDC or otherwise, and to all property caused by, resulting from, or arising out of MDC's negligence in the performance of its obligations under this Agreement.

2.2 RRI will include, or cause to be included, in its agreement with the City and the Town a provisions containing the following or similar language:

The **City/Town** will indemnify and hold harmless the MDC, its officers, agents, servants, commissioners and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, that the MDC, its officers, agents, servants, commissioners and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting therefrom) to all persons, whether employees of MDC or otherwise, and to all property caused by, resulting from, or arising out of the **City/Town's** negligence in the performance of its obligations under this Agreement.

2.3 Prior to commencing the Services pursuant to this Agreement and as long as this Agreement is in effect, RRI will secure and pay for insurance and submit for review

evidence thereof to the MDC, in accord form or a form with the same format and including a thirty (30) day notice of cancellation provision, as follows:

- a. Occurrence form Commercial General Liability Insurance (Broad Form) to cover RRI's obligation to indemnify the MDC as set forth in this Agreement, although the existence of insurance shall not be construed as limiting the liability of RRI under this Agreement. Such insurance shall name the MDC as an additional or named insured, as appropriate, with respect to operations performed under or incident to this Agreement, including coverage for contractual liability and products/completed operations coverage issued by an insurance company licensed to conduct business in the State of Connecticut with limits for each occurrence of \$1,000,000 combined single limit for bodily injury and property damage liability. Such commercial general liability insurance must be endorsed as Primary/Non-Contributory as to any insurance maintained by the additional insureds and have a severability of interests clause. The City and Town shall also be named as an additional or named insured, as appropriate. RRI expressly agrees to waive its rights, benefits and entitlements under the "other insurance" clause of its commercial general liability insurance policy with respect to the City, Town and MDC. All deductibles and retentions are the sole responsibility of RRI to pay and/or indemnify the MDC. With respect to such insurance, RRI will be the primary named insured with sole responsibility for fulfillment of the conditions of the policy, including but not limited to reporting of claims.
- b. An Excess Liability Policy providing the same coverage as set forth above in subsection a. with the same additional insureds as the basic policy in the additional amount of \$5,000,000.
- c. Fidelity Bond or Insurance Policy with respect to the handling of MDC funds in the amount of \$5,000 per employee or \$50,000 on a blanket basis.

2.4 RRI and the MDC will continue to provide their own Workers' Compensation coverage at the statutory limit, including Employer's Liability with limits of \$100,000 for each accident, \$100,000 for disease for each employee, and \$500,000 for each disease/policy limit.

2.5 RRI and MDC will continue to provide their own Automobile Liability Insurance coverage.

2.6 All contracts entered into by RRI, the City, the Town or the MDC with a third party subcontractor shall contain the following or similar language:

- a. The Subcontractor will indemnify and hold harmless, RRI, the City of Hartford, Town of East Hartford and the MDC, their officers, agents,

servants, commissioners and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, that RRI, the City of Hartford, Town of East Hartford and/or the MDC, their officers, agents, servants, commissioners and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting therefrom) to all persons, whether employees of Subcontractor or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the Subcontractor's work.

- b. A requirement that the Subcontractor secure insurance and submit evidence thereof to the party contracting with the Subcontractor (RRI, the City of Hartford, Town of East Hartford and/or the MDC), in accord form or a form with the same format and including a thirty (30) day notice of cancellation provisions, as follows:

(i) Occurrence form Commercial General Liability Insurance (Broad Form) to cover the Subcontractor's obligation to indemnify RRI, the City of Hartford, Town of East Hartford and the MDC as set forth in this Agreement, although the existence of insurance shall not be construed as limiting the liability of the Subcontractor, which shall name RRI, the City of Hartford, Town of East Hartford and the MDC as an additional insureds with respect to operations performed under or incident to the Subcontractor's work, including coverage for contractual liability and products/completed operations coverage issued by an insurance company licensed to conduct business in the State of Connecticut with limits for each occurrence of \$1,000,000 combined single limit for bodily injury and property damage liability. Such commercial general liability insurance must be endorsed as Primary/Non-Contributory as to any insurance maintained by the additional insureds and have a severability of interests clause. The Subcontractor expressly agrees to waive its rights, benefits and entitlements under the "other insurance" clause of its commercial general liability insurance policy with respect to RRI, the City of Hartford, Town of East Hartford and MDC. All deductibles and retentions are the sole responsibility of the Subcontractor to pay and/or indemnify the RRI, the City of Hartford, Town of East Hartford and MDC.

(ii) Automobile Liability Insurance providing the same coverage with the same additional insureds as set forth in subsection (i).

(iii) Workers' Compensation at the statutory limit, including Employer's Liability with limits of \$100,000 for each accident, \$100,000 for disease for each employee, and \$500,000 for each disease/policy limit.

(iv) An Umbrella Liability Policy providing the same coverage as set forth above in subsections (i), (ii) and (iii) with the same additional insureds as the basic policy in the amount of \$5,000,000.

Provided, the party contracting with the Subcontractor may waive this requirement and/or increase or decrease the amount of excess insurance required by the Subcontractor based upon the nature of the work to be performed by the Subcontractor if the contracting party determines that appropriate coverage exists.

(v) If any Subcontractor handles any RRI and/or City or Town funds, a Fidelity Bond or Insurance Policy with respect to the handling of RRI and/or City or Town funds in the amount of \$5,000 per employee or \$50,000 on a blanket basis.

(vi) Any additional insurance required in order to comply with any law or ordinance governing such subcontract or the work to be performed pursuant thereto.

- c. A requirement that the insurance in the minimum limits set forth in subparagraph “b” above be submitted for review and approval of the party contracting with the Subcontractor (RRI, the City, Town and/or MDC) prior to the commencement of work by the Subcontractor.
- d. A requirement that the insurance in the minimum limits set forth in subparagraph “b” above be maintained and continuing evidence thereof be submitted to the party contracting with the Subcontractor during the full term of the contract with the Subcontractor.

ARTICLE THREE- TERM

3.1 Term. The term of this Agreement shall commence on January 1, 2015 and, unless otherwise terminated in accordance with the terms and provisions of this Agreement, shall terminate on midnight December 31, 2018 (the “Term”). The planning phase of the Services set forth in Article One hereof shall commence upon execution of this Agreement.

3.2 Early Termination. Either party hereto shall have a right to terminate this Agreement for gross failure to perform by the other party and without fault of the terminating party, after providing sixty (60) day notice and a right to cure.

ARTICLE FOUR- MISCELLANEOUS

4.1 Dispute Resolution. RRI and MDC agree to implement this Agreement in good faith to promote the goals and purposes expressed, and to cooperate with one another to negotiate and resolve any disputes or differences of opinions. Claims, disputes, or other matters in controversy arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

a. The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Commercial Rules in effect on the date of the

Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Hartford, Connecticut, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

b. Any claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Commercial Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

4.2 Assignment. Neither party shall have the right to assign this Agreement without the written consent of the other party.

4.3 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given when sent by either (a) facsimile transmission using equipment that provides automatic verification of transmission to the receiving party's facsimile equipment or (b) certified or registered mail, postage prepaid, return receipt requested, or delivery to the parties hereto at the following addresses, or at such other addresses as the parties hereto may designate in writing from time to time:

To MDC: 555 Main Street
PO Box 800
Hartford, CT 06142
Attention: Chairman

To RRI: 50 Columbus Blvd
Hartford, CT 06106
Attention: President and Chief Executive Officer

4.4 Entire Agreement. This Agreement, together with any attachments, schedules and exhibits attached to this Agreement or incorporated by reference, contains all of the terms and conditions agreed upon by the parties and supersedes all other agreements between the parties related to the subject matter hereof.

4.5 Applicable Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Connecticut.

4.6 Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

4.7 Amendments. This Agreement may be amended by the mutual agreement of the parties hereto by a written instrument signed by the parties hereto.

4.8 Non-Discrimination. RRI and MDC agree to abide by all applicable federal state, and municipal laws, statutes, ordinances, regulations, or rules concerning non-discrimination and will not permit discrimination against any person or group of persons on the grounds of race, color, religion, creed, age, national origin, physical or mental handicap, sexual preference, ancestry or sex.

4.9 Counterparts. This Agreement may be executed in any number of counterparts.

IN WITNESS WHEREOF, RRI and the MDC have caused this Agreement to be executed as of the day first above written.

Riverfront Recapture Inc.

By: _____

Name:
Title:

Approved as to Form and Content

The Metropolitan District

By: _____

By: _____

Name:

Title:

Name: William DiBella

Title: Chairman

EXHIBIT A
(Map of Riverfront Park Areas)

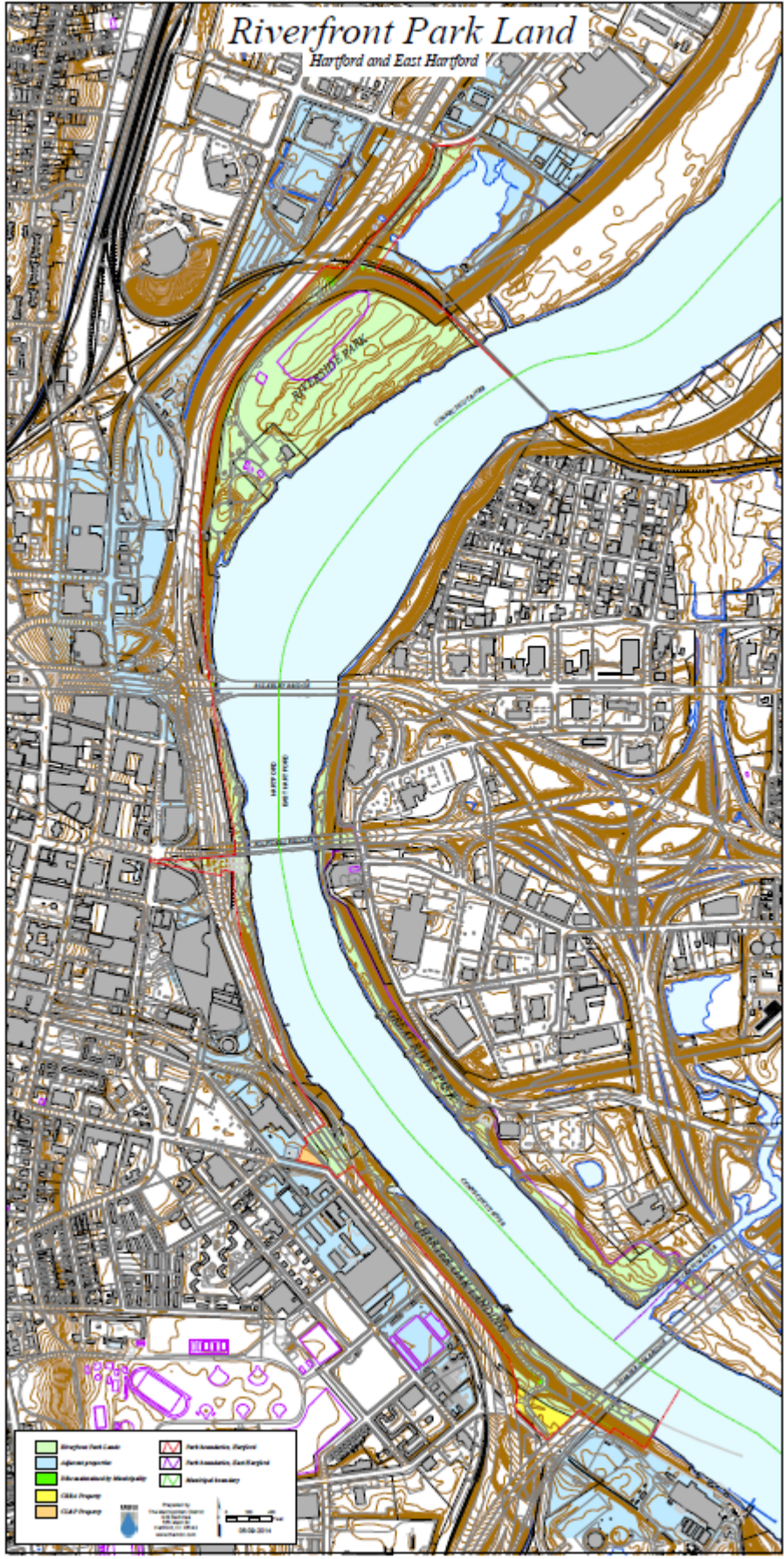


Exhibit B**Services to be performed during Regular Working Periods**

1. grounds maintenance services, to include mowing, pruning (**excluding** pruning or trimming that requires a lifting device, unless an emergency, life safety condition exists, in which case the MDC will perform the corrective work), sweeping, fertilizing, graffiti removal, ice sanding, snow removal from paths and roadways and snow plowing of parking areas (**excluding** excavation, removal and installation of structures, i.e. bollards, sign posts, etc.), and routine maintenance and repair of water distribution systems throughout the Riverfront Park Areas;
2. ordinary minor repairs (**including** among them resetting of pavers dislodged by vehicular traffic or snow removal activities, either directly or through a third party contractor, and regular replacement of lamps and ballasts in fixtures located within the Riverfront Park Areas, but **excluding** any and all capital improvements and major structural repairs to bridges, docks, platforms, decks, amphitheaters, paths, roadways, and other capital facilities, caulking of steps, walls, and terraces, installation of sport fields, removal or replacement of structures or parts thereof, repair and replacement of playground equipment, replacement or installation of light poles, wiring, control circuits and outlets, and replacement and or repairs of above ground sprinkler systems (unless damaged solely by MDC employees in the course of performing the services set forth herein)), and reimbursement for elevator maintenance services in an amount not to exceed \$5,000.00. MDC shall continue to maintain the underground irrigation system including flushing water lines at the end of the season, either directly or through a third party service contract;
3. landscaping, lawn care, mowing in the Riverfront Park Areas including mowing and trimming on both sides of the dike (**excluding** maintenance and weed control on both sides of the dike and structural repair of the dike, and relocation of material from one area of the park to another area of the park or elsewhere except as associated with flood debris clean-up in paragraph 4 below);
4. periodic flood debris clean-up (**including** silt removal, provided RRI secures any and all permits necessary for the removal and disposal of silt, and washed-up flood debris from riverwalks, parking areas, and boat ramps), providing trash collection receptacles, emptying trash collection receptacles, providing and maintaining portable sanitation receptacles;

5. maintenance of dock storage facility and annual installation and removal of docks by way of reimbursement of such costs to RRI (**excluding** replacement, structural investigation and inspection, and major capital repairs or replacement); and
6. equipment, fuel, materials and tools which, in the discretion of the MDC, are necessary for the MDC to provide the services set forth in subsections 1 through 5 above (**excluding** any equipment, fuel, materials or tools associated with or in support of the park rangers).

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

**BUREAU OF PUBLIC WORKS
PURCHASE OF REAL PROPERTY AND IMPROVEMENTS AT
300 FRANKLIN AVENUE IN HARTFORD**

EXECUTIVE SESSION

At 6:39 P.M., Chairman DiBella requested an executive session.

On motion made by Commissioner Sweezy and duly seconded, the District Board entered into executive session in order to discuss purchase of real property and improvements at 300 Franklin Avenue in Hartford.

Those in attendance during the executive session:

Commissioners Andrew Adil, Luis Caban, Mary Anne Charron, Donald M. Currey, William A. DiBella, Janice Flemming, Allen Hoffman, Jean Holloway, Sandra Johnson, Kathleen J. Kowalyshyn, Joseph H. Kronen, Maureen Magnan, Alphonse Marotta, Thea Montanez, James S. Needham, J. Lawrence Price, Kennard Ray, Albert F. Reichin, Hector Rivera, Pasquale J. Salemi, Michael Solomonides, Raymond Sweezy, Alvin E. Taylor and Richard W. Vicino; Attorneys Christopher R. Stone and R. Bartley Halloran; Scott Jellison; and managers Susan Negrelli.

RECONVENE

At 7:10 P.M., Chairman DiBella requested to come out of executive session and on motion made by Commissioner Magnan and duly seconded, the District Board came out of executive session and reconvened. No formal action was taken.

To: District Board

April 13, 2015

From: Bureau of Public Works

At a meeting of the Bureau of Public Works on April 13, 2015, the Bureau of Public Works recommended approval of the following resolution:

Be It Resolved that the Board of Commissioners of the Metropolitan District hereby authorizes its Chief Executive Officer, or his designee, to enter into a purchase and sale agreement with AVD Enterprise, LLC (“AVD”) for the purchase of property located at 300 Franklin Avenue, Hartford, Connecticut (“Property”), in furtherance of the Clean Water Project (“CWP”);

Be It Further Resolved that the purchase price shall be \$425,000, exclusive of costs for surveys, title insurance, and other customary costs of closing, said funds being part of the authorized expenditure for the acquisition of those properties necessary in connection with the CWP; and

Be It Further Resolved that the Chief Executive Officer, or his designee, is authorized to execute any and all documents reasonably and customarily necessary to effect the purchase of the Property by the MDC.

Respectfully submitted,

John S. Mirtle, Esq.
District Clerk

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

Commissioner Reichin left the meeting at 6:48 PM

Commissioner Kronen left the meeting at 6:55 PM

SETTLEMENT OF EVERSOURCE CLAIM

EXECUTIVE SESSION

At 7:12 P.M., Chairman DiBella requested an executive session.

On motion made by Commissioner Magnan and duly seconded, the District Board entered into executive session in order to discuss settlement of the Eversource claim.

Those in attendance during the executive session:

Commissioners Andrew Adil, Luis Caban, Mary Anne Charron, Donald M. Currey, William A. DiBella, Janice Flemming, Allen Hoffman, Jean Holloway, Sandra Johnson, Kathleen J. Kowalyshyn, Joseph H. Kronen, Maureen Magnan, Alphonse Marotta, Thea Montanez, James S. Needham, J. Lawrence Price, Kennard Ray, Albert F. Reichin, Hector Rivera, Pasquale J. Salemi, Michael Solomonides, Raymond Sweezy, Alvin E. Taylor and Richard W. Vicino; Attorneys Christopher R. Stone and R. Bartley Halloran; and John S. Mirtle; and Scott Jellison.

RECONVENE

At 7:17 P.M., Chairman DiBella requested to come out of executive session and on motion made by Commissioner Sweezy and duly seconded, the District Board came out of executive session and reconvened. No formal action was taken.

To: District Board

April 13, 2015

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 a claim by Eversource Energy related to damaged facilities at Capitol Avenue on or around July 22, 2013, for the total sum of \$52,500.00, subject to the proper execution of any and all documents reasonably necessary to effect said settlement, including but not limited to a general release of any and all claims.

Respectfully submitted,

John S. Mirtle, Esq.
District Clerk

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

ADJOURNMENT

The meeting was adjourned at 7:25 PM

ATTEST:

John S. Mirtle, Esq.
District Clerk

Date of Approval