

**THE METROPOLITAN DISTRICT COMMISSION
DISTRICT BOARD**

555 Main Street
Hartford, Connecticut 06103
Monday, July 7, 2025

PRESENT: Commissioners John Avedisian, John Bazzano, C. Avery Buell, Richard Bush, William DiBella, David Drake, John Gale, Peter Gardow, Joan Gentile, Allen Hoffman, Gary Johnson, Diane Lewis, Jacqueline Mandych, Dominic Pane, Alvin Taylor, Calixto Torres, James Woulfe and District Chairman Donald Currey (19)

REMOTE ATTENDANCE: Commissioners Andrew Adil, Kyle Anderson, Dimple Desai, Jean Holloway, Byron Lester, Maureen Magnan, David Steuber and Chris Tierinni (8)

ABSENT: Commissioner James Healy, Christian Hoheb, Mary LaChance, Michael Maniscalco, Bhupen Patel, Pasquale J. Salemi and New Britain Special Representative Michael Carrier (7)

ALSO PRESENT: Citizen Member Awet Tsegai
Citizen Member Edwin Vargas (Remote Attendance)
Scott W. Jellison, Chief Executive Officer
Christopher Stone, District Counsel
Carl Nasto, Assistant District Counsel
John S. Mirtle, District Clerk
Christopher Levesque, Chief Operating Officer
Kelly Shane, Chief Administrative Officer
Jamie Harlow, Director of Human Resources
Robert Schwarm, Director of Information Systems
Tom Tyler, Director of Facilities
Dave Rutty, Director of Operations
Michael Curley, Manager of Technical Services
Kim Haynes, Manager of Customer Service (Remote Attendance)
Lisa Madison, Manager of Procurement
Patrick Hogan, Business Systems Analyst I
Rita Kelley, Equal Employment Opportunity Compliance Officer
Nick Salemi, Communications Administrator
Carrie Blardo, Assistant to the Chief Executive Officer (Remote Attendance)
Julie Price, Executive Assistant
Dylan Pecego, IT Consultant (Remote Attendance)
Kevin Sullivan, IT Consultant (Remote Attendance)
Elizabeth Tavelli, Independent Consumer Advocate

CALL TO ORDER

The meeting was called to order by Chairman Currey at 5:32 PM

ROLL CALL AND QUORUM

The District Clerk called the roll and informed Chairman Currey that a quorum of the Commission was present, and the meeting was declared a legal meeting of the District Board of The Metropolitan District of Hartford County, Connecticut.

PLEDGE OF ALLEGIANCE

Those in attendance stood and recited the Pledge of Allegiance.

APPROVAL OF MINUTES

On motion made by Commissioner DiBella and duly seconded, the meeting minutes of June 2, 2025 were approved.

PUBLIC COMMENTS 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 had no comments or questions related to agenda items.

Commissioner Anderson entered the meeting remotely at 5:35 PM.

REPORT FROM DISTRICT CHAIRMAN

No report was given.

REPORT FROM CHIEF EXECUTIVE OFFICER

Scott Jellison, Chief Executive Officer, briefed the District Board on an imposter alert issued last week. He also discussed the meeting with the Town of Portland about their water contract and meeting with the Town of Manchester looking to purchase water from the MDC.

He discussed the Bushnell South development and the CDM Smith report on dredging the North Branch Park River (NBPR). Lastly, he commended Chief Administrative Officer Kelly Shane and her team on their excellent job with the audit, reiterating that there were no deficiencies found and it was a totally clean audit.

REPORT FROM DISTRICT COUNSEL

No report was given.

REPORT BY AMAZING WORKPLACE INC., ON EMPLOYEE CLIMATE SURVEY AND ACTION PLANS

Eli Justman and McKenzie Noble, of Amazing Workplace Inc. (AWP), presented eight key recommendations for the MDC in response to the Climate Study results.

Paul Meshanko, of Legacy Business Cultures, spoke briefly on the training sessions he held with MDC managers and directors.

CEO Scott Jellison gave an overview of the processes that the MDC has taken, in conjunction with Amazing Workplace, to take the next steps following the Climate Survey. After receiving the survey feedback and key action recommendations from AWP, CEO Jellison met with all employees in all departments to garner more department specific feedback and concerns that may not have been addressed by the AWP reports. After dozens of meetings with employees, including one-on-one meetings as requested by some individuals, CEO Jellison worked with HR and upper management to compile all issues/suggestions, both company-wide and department-specific, raised by employees. All employees were then able to review the documents and make sure their concerns were included. CEO Jellison stated that the next step and the goal going forward is to take these documents, with the help of AWP, create action plans.

EXECUTIVE SESSION

At 6:39 PM Chairman Currey requested an executive session to discuss the appointment of Director of Finance/Chief Financial Officer.

On motion made by Commissioner Hoffman and duly seconded, the District Board entered into executive session to discuss the appointment of a Director of Finance/Chief Financial Officer.

Those in attendance during executive session: Commissioners Andrew Adil (remotely), Kyle Anderson (remotely), John Avedisian, John Bazzano, C. Avery Buell,

Richard Bush, Dimple Desai (remotely), William DiBella, David Drake, John Gale, Peter Gardow, Joan Gentile, Allen Hoffman, Gary Johnson, Byron Lester (remotely), Diane Lewis, Maureen Magnan (remotely), Jacqueline Mandyck, Dominic Pane, David Steuber (remotely), Alvin Taylor, Chris Tierinni (remotely), Calixto Torres, James Woulfe and District Chairman Donald Currey; District Counsel Christopher Stone and Chief Executive Officer Scott Jellison; Chief Administrative Officer Kelly Shane; Director of Human Resources Jamie Harlow. Candidate for Director of Finance/Chief Financial Officer Jonathan Perugini.

RECONVENE

At 7:18 PM, Chairman Currey requested to come out of executive session and on motion made by Commissioner Gale and duly seconded, the District Board came out of executive session and reconvened.

COMMITTEE ON ORGANIZATION APPOINTMENT OF DIRECTOR OF FINANCE/CHIEF FINANCIAL OFFICER

To: District Board

July 7, 2025

From: Committee on Organization

Pursuant to Section B3b of the District By-Laws, it is the recommendation of the staff of The Metropolitan District to appoint Jonathan M. Perugini as Director of Finance/Chief Financial Officer for The Metropolitan District.

At a meeting of the Committee on Organization held on July 1, 2025, it was:

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

Resolved: That the District Board, in accordance with Section 2-8 of the District Charter and Section B3b of the District By-Laws, hereby appoints Jonathan M. Perugini as Director of Finance/Chief Financial Officer and District Treasurer for The Metropolitan District effective July 7, 2025.

Respectfully submitted,



John S. Mirtle, Esq.
District Clerk

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

Commissioner Taylor exited the meeting at 7:19 PM.

**REPORT FROM CHIEF ADMINISTRATIVE OFFICER ON 2024
UNASSIGNED FUND BALANCE**

CAO Kelly Shane briefed the District Board on the 2024 Unassigned Fund Balance. She stated that, per the 2024 Annual Comprehensive Financial Report (ACFR) filed on June 25, 2025, the unassigned fund balance was \$38.3 million or a ratio of 40.7%. The Fund Balance Policy ratio range is 30% to 35%, so the surplus is calculated at \$5.48 million or 5.7%.

***Without objection, Chairman Currey took up agenda item #15B
“Lease of Real Estate for Fuel Cell – 235 Brainard Road Hartford”
before other subsequent agenda items.***

**BUREAU OF PUBLIC WORKS
GROUND LEASE AT 235 BRAINARD RD HARTFORD**

To: District Board

July 7, 2025

From: Bureau of Public Works

Pursuant to a resolution adopted by the Board of Commissioners of The Metropolitan District on March 4, 2024, The Metropolitan District (“MDC”) entered into an Option To Lease Real Property (“Option”) with Fuel Cell Energy, Inc. (“FCE”), dated July 2, 2024, whereby MDC granted FCE an option to lease approximately 32,000 square feet of MDC’s land located at 235 Brainard Road in Hartford, Connecticut (the “Leased Parcel”) for the construction and operation of three (3) FCE 3000 carbonate fuel cells (the “Project”) on the Leased Parcel (the “Initial Agreement”), which was amended pursuant to a First Amendment To Option To Lease Real Property between MDC and FCE, dated October 28, 2024, whereby the Option Term (as defined in the Initial Agreement) was extended to June 30, 2025 (the “First Amendment,” and the Initial Agreement together with the First Amendment are hereinafter collectively referred to as the “Agreement”). Further, as permitted pursuant to Section 16 of said Option, FCE assigned the Option to its wholly owned subsidiary, Homestead FuelCell 1, LLC (“HFC1”).

On February 5, 2025, FCE exercised its option to lease the Leased Parcel pursuant to the Agreement, and thereafter, as permitted pursuant to Section 16 of said

Option, FCE assigned its rights to its wholly owned subsidiary, Homestead FuelCell 1, LLC ("HFC1"). MDC and HFC1 negotiated the terms of lease (the "Ground Lease"), which includes the following:

- 1) Triple net lease of 33,210 square feet of land on the 235 Brainard Road Property;
- 2) Term of twenty (20) years commencing on the Commercial Operation Date (as defined in the Ground Lease) for the Project;
- 3) Construction Period Rent: \$1.64/sq. ft. per year (\$54,464.40 = \$1.64 x 33,210 sq. ft. for Leased Parcel and \$14,940.40 = \$1.64 x 9,110 sq. ft. for Laydown Area), prorated for any partial year, payable annually in advance;
- 4) Base Rent/Leased Parcel, payable annually in advance:
 - Years 1-5: \$10.94/sq. ft. (\$363,317.40 per year);
 - Years 6-10: \$11.48/sq. ft. (\$381,250.80 per year);
 - Years 11-15: \$12.06/sq. ft. (\$400,512.60 per year); and
 - Years 16-20: 12.66/sq. ft. (\$420,438.60 per year);

Note: To accommodate other uses at 235 Brainard Road, the total area calculations for the Laydown Area and Leased Parcel may be slightly less than 42,320 sq. ft., and as such the annual Construction Period Rent and Base Rent may be adjusted accordingly; and
- 5) Compliance with all statutory and regulatory requirements necessary for the construction and operation of a fuel cell generating facility.

At a meeting of the Bureau of Public Works held on June 30, 2025, it was:

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

RESOLVED: That the Chief Executive Officer is hereby authorized to execute the Ground Lease with HFC1 upon and subject to the above enumerated terms and conditions, and such other terms and conditions that the District Counsel shall deem appropriate and in the best interests of the MDC.

Respectfully submitted,



John S. Mirtle
District Clerk

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

REPORT ON CUSTOMER PAYMENT PORTAL UPGRADE

Chief Administrative Officer Kelly Shane and Business Systems Analyst Pat Hogan gave a presentation on upgrades to the customer payment portal, including the introduction of phone applications, that will be implemented next week.

**STRATEGIC PLANNING COMMITTEE
RETAINING ARCADIS US, INC. TO SUPPORT EFFECTIVE UTILITY
MANAGEMENT SELF-ASSESSMENT PROCESS**

To: District Board

July 7, 2025

From: Strategic Planning Committee

At a meeting of the Strategic Planning Committee held on June 23, 2025, it was:

VOTED: That the Strategic Planning Committee recommends to the District Board passage of the following resolution:

RESOLVED: The District Board hereby approves engagement of Arcadis U.S., Inc. to support the District's strategic planning efforts via a task authorization, not to exceed \$60,000, under Arcadis' existing engineering services agreement under RFQ/P 24:26;

**FURTHER
RESOLVED** Arcadis' services will include supporting District leaders in completing the self-assessment of the attributes for Effective Utility Management (EUM), identifying high priority attributes for improvement and potential practices to support attribute improvement. Additionally, Arcadis will facilitate up to 3 in-person meetings with the District Board or Strategic Planning Committee.

Respectfully submitted,


John S. Mirtle, Esq.

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

**BUREAU OF PUBLIC WORKS
ENCROACHMENT PERMIT**

**CT DOT MATERIALS TESTING LAB & SIGN SHOP,
280 WEST STREET, ROCKY HILL (“Encroachment Permit”)**

To: District Board

July 7, 2025

From: Bureau of Public Works

In a letter dated January 22, 2025, Chantal Frances of Michael Baker International, on behalf of Connecticut Department of Transportation District 1 Headquarters (the “CTDOT”) owners of proposed Materials Testing Laboratory & Sign Shop Facility located at 280 West Street in Rocky Hill (the “Property”) and The Department of Veterans Affairs (“DVA”), has requested permission from The Metropolitan District (“MDC” or “District”) to encroach on the MDC’s existing twenty-foot-wide (20’) easement or right-of way, containing an existing 8-inch sanitary sewer, situated on the Property and the property of DVA (the “ROW”) for the purpose of constructing and installing site improvements for and in connection with a proposed development project, as shown on the attached map (the “Map”).

The DVA has entered into a Transfer of Custody and Control Agreement (“TCCA”) with CTDOT to give permission to the CTDOT to make site improvements to DVA’s property located at 198 West Street in Rocky Hill for the following described work for the mutual benefit of both properties which CTDOT will undertake after June 23, 2025. After the TCCA expires or the transfer of custody and control is returned back to DVA, CTDOT agrees to maintain, repair, replace or make future improvements to the following described work for as long as proposed site improvements exist.

The proposed scope of work entails: (i) the installation of temporary ground reinforcement or protective measures to withstand heavy equipment and vehicle traffic including compacted gravel base, bituminous ramps over 8-inches thick, timber matting, or steel plating along or across the easement ahead of proposed site demolition and short-term impacts to accommodate construction activities associated permanent site improvements such as the placement of masonry scaffolding, cranes outriggers, as well as perform over-excavation work within the easement to install building foundations or other structures located outside but along the easement boundary. Site demolition will including clearing and grubbing, including the removal of trees and stumps, removing existing pavement (on DVA property); existing chain link fence and gates, the abandonment of existing 4-inch and 6-inch water lines (serving DVA), the abandonment or removal of drainage piping and structures, (ii) the regrading of up to **7180 sf** of easement area, including earth excavation up to 3.5 feet in depth, (iii) installing new utilities across or along the ROW including a 4-inch domestic water service, 8-inch water main fire loop in up to two (2) locations, two (2) 6-inch sanitary laterals and two (2) sanitary manholes, electrical and telecommunication concrete encased conduits in up to five (5) locations: (1) site lighting 2-way duct, (2) Level-2 EV charger/telecom 4-way ducts, and (2) Level-3 EV charger/fire tank 8-way ducts, new stormwater lines: (2) 15” RC pipes, (1) 18-inch RC pipe, and three (3) new drainage manholes, and (iv) installing surface restoration consisting of new chain link fence and

gate, bituminous pavement, concrete walkways, curbing and landscaping including shrubs and grass as well as incidental activities within the ROW as shown on the Map (collectively, the “Improvements”).

The proposed lines will be installed above the MDC’s existing eight-inch (8”) sewer and its appurtenances situated within the ROW (collectively, the “Sewer”) with a minimum of one foot (1’) of vertical clearance between the Sewer and such lines, and proposed grades will not impede access to the Sewer. The Sewer was built in 1965, and the ROW was acquired by the MDC as shown on MDC Record Plan #565, “Right-of-Way and Assessment Plan for a Proposed Sanitary Sewer in Westbrook Road & Private Lands”, and filed on the Rocky Hill land records on October 10, 1966.

MDC staff has concluded that the Improvements are minor and that there will be no detriment to the Sewer as a result.

CTDOT has agreed to the following conditions in order to satisfy the District’s concerns for protection of the Sewer and to maintain accessibility along the length of the ROW:

1. Care must be taken during the performance of work for the Improvements or any maintenance, repair or replacement of the same not to disturb the Sewer. All heavy construction equipment must be located outside of the limits of the ROW when not in use. Any earth moving equipment that will be utilized on the ROW over and adjacent to the Sewer shall be reviewed and approved by District staff prior to mobilization to the site. Any damage to the Sewer caused by any construction, maintenance, repair, replacement or associated activities by or on behalf of CTDOT for or in connection with the Improvements within this ROW shall be the responsibility of the CTDOT.
2. No additional permanent improvements, other than the proposed Improvements, shall be located within this ROW.
3. The District shall not be held liable for any damage caused to any structure listed above, located within or adjacent to the ROW in the event of an emergency Sewer repair. The District will make every effort feasible to minimize damage to these structures; however, the cost of repairs to such structures shall be the responsibility of the CTDOT.
4. In the event of a sewer emergency caused by the proposed excavation described above, the CTDOT shall provide, install, operate and remove, at the CTDOT’s expense, an appropriately sized bypass pump and appurtenances.
5. The District reserves the right to remove Improvements within this ROW at any time if so required for maintenance, repair or replacement of the Sewer or any part thereof. CTDOT shall bear any additional maintenance, repair or

replacement costs necessitated by the presence of Improvements within this ROW, including any such costs incurred by the District.

6. An MDC inspector must be on the job site whenever work is being performed within the ROW, and Owner 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.
7. The CTDOT shall perform a CCTV inspection, witnessed by an MDC inspector, of the Sewer in the areas of the construction upon completion of backfilling and restoration of the excavated areas. The videos will be delivered to the District for the purposes of assessing the post-activity condition of the Sewer.
8. In the event the CTDOT retains a third-party contractor to complete the Improvements called for herein, CTDOT shall include language in its agreement with its contractor committing the contractor to indemnify, defend and save harmless the District and any included therein from any and all claims arising from the negligent or intentional acts or omissions of the contractor (excluding any such claims arising from the negligent or intentional acts of the MDC and municipality). Further, the CTDOT shall require contractor to maintain the CTDOT's standard form of requisite insurance, which has been provided to the MDC and deemed as sufficient and/or reasonably equivalent to meet those as stipulated in the MDC's current Guidance Manual for Developers' Permit Agreements, and add the MDC as an additional insured, which insurance shall remain in force and effect during the performance of any work within the ROW.
9. The CTDOT 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.
10. Nothing in the Encroachment Permit shall be construed as a modification, compromise or waiver by the State of any rights and immunities afforded to the State under applicable law with respect to matters arising out of the Encroachment Permit. In the event there is a conflict between Section 10 any other terms or condition of the Encroachment Permit Section 10 will govern.

Staff has reviewed this request and considers it feasible.

A formal encroachment permit shall be executed between CTDOT and MDC, and consistent with current practice involving similar requests.

At a meeting of the Bureau of Public Works held on June 30, 2025, it was:

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

RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute a encroachment permit , subject to approval of form and content, inclusive of the conditions set forth above, by District Counsel, granting permission to CTDOT to encroach upon the MDC existing twenty-foot-wide (20') sanitary sewer easement situated on the Property in order to: (i) perform the work for the Improvements in connection with the planned redevelopment of the Property as shown on plans submitted by Michael Baker International and VN Engineers, Inc., entitled , "CT DOT District 1 Headquarters and Materials Testing Lab (Drawing Titles) Grading and Drainage Plan and Utility Plan-01 (Project No.) 0118-0171", (Drawing No). C-012 and C-013, respectively, and (ii) maintain, repair and replace such Improvements, provided that (a) subject to Section 10, the District shall not be held liable for any cost or damage of any kind (b) CTDOT shall obtain all required approvals, and (c) such permit shall not be effective until fully executed by the District and CTDOT. In the event that such full execution and recording does not occur within three (3) 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,



John S. Mirtle
District Clerk

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

EXECUTIVE SESSION

At 8:10 PM Chairman Currey requested an executive session to discuss the Bushnell South Development and pending claims relating to the Marriott hotel sewer assessment and Buckingham Street garage discharge fees.

On motion made by Commissioner Gale and duly seconded, the District Board entered into executive session.

Those in attendance during executive session: Commissioners Andrew Adil (remotely), Kyle Anderson (remotely), John Avedisian, John Bazzano, C. Avery Buell, Richard Bush, Dimple Desai (remotely), William DiBella, David Drake, John Gale, Peter Gardow, Joan Gentile, Allen Hoffman, Gary Johnson, Byron Lester (remotely), Diane Lewis, Maureen Magnan (remotely), Jacqueline Mandyck, Dominic Pane, David Steuber (remotely), Chris Tierinni (remotely), Calixto Torres, James Woulfe and District Chairman Donald Currey; District Counsel Christopher Stone, District Clerk John Mirtle and Chief Executive Officer Scott Jellison; Chief Administrative Officer Kelly Shane; Chief Operating Officer Christopher Levesque.

RECONVENE

At 8:42 PM, Chairman Currey requested to come out of executive session and on motion made by Commissioner Gale and duly seconded, the District Board came out of executive session and reconvened.

**BUREAU OF PUBLIC WORKS
BUSHNELL SOUTH DEVELOPMENT AND PENDING CLAIMS RELATING TO
MARRIOTT HOTEL SEWER ASSESSMENT AND BUCKINGHAM STREET
GARAGE DISCHARGE FEES**

To: District Board for consideration July 7, 2025

If the District Board approves execution of the term sheet between the Capital Region Development Authority, the State of Connecticut and the District, the following resolution is in order:

VOTED: That the District Board approves the following resolution:

RESOLVED: That the Chief Executive Officer is hereby authorized to execute the attached Term Sheet with the Capital Region Development Authority.

Respectfully submitted,



John S. Mirtle, Esq.
District Clerk

**TERM SHEET
CAPITAL REGION DEVELOPMENT
AUTHORITY AND THE METROPOLITAN
DISTRICT
For the
Redevelopment of Bushnell South**

This Term Sheet summarizes the principal terms and conditions under consideration in connection with a potential transaction between the Capital Region Development Authority, a body corporate and public constituting a public instrumentality and political subdivision of the State of Connecticut, (“CRDA”), and The Metropolitan District, a municipal corporation specially chartered by the General Assembly of the State of Connecticut (“MDC”). This Term Sheet is intended solely as a basis for further discussion and does not constitute a binding commitment or obligation by either party with respect to the proposed transaction, except as otherwise expressly stated herein.

This Term Sheet is not intended to and does not create, and shall not be construed to create, any legally binding obligation on the part of either party to proceed with the transaction unless and until a definitive agreement is approved by the requisite boards, bureaus and commissions of the respective parties. Any binding obligations between the parties shall arise only upon the execution of such definitive agreement.

1. MDC and the State of Connecticut, among others, support the implementation of certain combined sewer separation projects whereby new pipes are installed within a public street to provide separate, dedicated pipes for stormwater and sanitary sewage, thereby reducing the need for onsite stormwater retention systems, otherwise mandated by the Connecticut Water Quality standards and City of Hartford Ordinances;

2. MDC is currently under a Consent Order from the State Department of Energy and Environmental Protection to reduce, and at certain locations, eliminate, combined sewer overflows and to implement additional sewer separation projects at various locations within their service area, and disallow the discharge, either directly or indirectly, of new stormwater into an existing combined sewer;

3. CRDA, in conjunction with the City of Hartford, the Bushnell Center for the Performing Arts and various private developers, is looking to develop certain

parcels within the Bushnell South area (the “Development”), roughly defined as the area bordered by Buckingham, Trinity, Elm and Hudson Streets (the “Development Area” and appearing as Map Exhibit A);

4. The Development will include renovation of existing structures as well as the new construction on vacant parcels and is expected to increase overall stormwater discharges to the combined sewer network currently serving the Development Area;

5. City of Hartford Zoning Regulation 6.14 requires, among other provisions, developers to construct on-site systems to handle the treatment and detention of stormwater to maintain existing peak runoff discharge rates for up to a 100-year storm, and the parties hereto recognize that the installation and long-term maintenance of such systems represent a significant cost to developers and will encumber otherwise developable acreage within a parcel;

6. With the installation of a separate stormwater pipe to serve the Development Area, the 100-year storm detention system threshold outlined in City of Hartford Zoning Regulation 6.14 relating to the increase in runoff, whether captured on-site or not, will be lowered to a 10-year storm, thereby reducing the size and the cost of the otherwise required on-site treatment and detention systems, which in turn will provide additional available square footage of usable space for the Development;

7. The water quality requirements for the stormwater discharge will remain unchanged;

8. CRDA's engineering consultant has reviewed the sanitary and storm flow projections and the quantities of on-site storage options with each of the relevant developers building out the planned Development Area;

9. The State of Connecticut recently constructed and owns the 1011 space garage known as the Buckingham Street Garage located at 315 Buckingham Street, such facility contributing to groundwater discharge directly to the MDC's Combined Sewer System and will be connected to the new separate storm system contemplated herein when made available;

10. Upon the full execution of the definitive agreement contemplated herein, and as its contribution to the overall costs of design and construction of a separated system serving, among the areas, the Development Area (the “Separation Project”), CRDA will deposit the sum of Three Million Dollars (\$3,000,000.00) with the MDC. Such funds will be restricted for use, and placed into the Assessable Sewer Account, a dedicated MDC project account. Upon project appropriation approval by the District Board and commencement of the Separation Project, MDC may access the sums deposited by CRDA. The MDC

anticipates that the design of the Separation Project will be initiated within one year from the full execution of the definitive agreement, and construction will be completed within four years thereafter;

11. MDC has agreed to allow temporary separate sanitary and storm connections to the existing combined sewers for the Development Area before the Separation Project is completed thereby allowing the development projects to proceed; however, MDC's goal will be to coordinate the project with the Development's construction schedule to avoid any unnecessary restoration work;

12. MDC has agreed that the Separation Project will extend piping to address groundwater discharge issues to the combined sewer at the State-owned Buckingham Street Garage which services portions of the Development Area, and that any discharge fees due MDC from the State of Connecticut relating solely to the Buckingham Street Garage that accrued and will accrue up to date that the storm water connection is constructed, will be dismissed upon date that the storm water connection is constructed, without prejudice to MDC's action to collect discharge fees from other parties, and including the State of Connecticut as detailed below. For the avoidance of doubt, nothing in this MOU or the Agreement shall release, compromise, or otherwise affect: (a) any claims by the MDC in pending litigation against the State of Connecticut, including without limitation litigation concerning the Hartford Landfill, or (b) obligations claimed by the MDC against the State, acting by and through the Department of Energy and Environmental Protection. Furthermore, as a complex transaction involving varied commitments and considerations of the parties, neither this MOU nor the Agreement shall be deemed to establish a rate or cost for any services provided by the MDC, including without limitation for receipt of stormwater or other fluids to its sewer system. To this end, by signing a copy of this Term Sheet and any subsequent agreement developed pursuant to said Term Sheet, the State of Connecticut, through the Office of the Attorney General, concurs with the foregoing generally and to a prohibition against any reference to or admission into evidence of this or any subsequent agreement, and any terms contained therein specifically, in the consolidated matter pending on the Complex Litigation Docket in the Waterbury Superior Court captioned *The Metropolitan District Commission v. The State of Connecticut*, Docket No. UWYCV236079852S;

13. MDC and CRDA have agreed that upon completion of the Separation Project a certain lien dated November 10, 2020 and recorded in Volume 7679, Page 125 of the Hartford Land Records against the State of Connecticut, CRDA and Adriaen's Landing Hotel will be released by MDC and that any claims relating to said lien or underlying sewer assessment against the State of Connecticut, CRDA, Adriaen's Landing Hotel or their respective related parties will be released and a portion of the monies contributed by CRDA referenced herein shall satisfy in full said lien, and deemed satisfactory by MDC as part of this Agreement; and

CRDA and MDC intend to proceed in good faith to negotiate and enter into a definitive agreement after the approval of their respective boards of directors. Such agreement shall memorialize the terms set forth above and the parties agree to pursue authorizations from respective authorities to proceed, including the MDC Board, the CRDA Board, and appropriate State of Connecticut agencies and authorities, including the Office of Policy and Management and the State Bond Commission.

Agreed and accepted:

THE METROPOLITAN DISTRICT

By _____
Scott W. Jellison
Its CEO, Duly Authorized
Dated: _____

CAPITAL REGION DEVELOPMENT AUTHORITY

By _____
Michael Freimuth
Executive Director, Duly Authorized
Dated: _____

and, as to Paragraph 12 of this Term Sheet,

THE STATE OF CONNECTICUT

Duly Authorized
Dated: _____

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

**REFERRAL OF PUBLIC ACT 25-11 TO GENERAL POLICY &
PLANNING COMMITTEE**

On motion made by Commissioner Gale and duly seconded, Public Act 25-11, An Act Concerning the Charter of The Metropolitan District of Hartford County, was referred to the General Policy & Planning Committee by unanimous vote of those present.

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

No one from the public appeared to be heard.

**COMMISSIONER REQUESTS FOR CONSIDERATION OF FUTURE
AGENDA ITEMS**

Commissioner Bush would to address the use of Lake McDonough as a recreation facility.

ADJOURNMENT

The meeting was adjourned at 8:46 PM.

ATTEST:

John S. Mirtle, Esq.
District Clerk

Date of Approval