



The Metropolitan District
water supply · environmental services · geographic information

**COMMISSION ON REGIONAL PLANNING
SPECIAL MEETING
MONDAY, MARCH 4, 2024
4:30 PM**

Location

Board Room
District Headquarters
555 Main Street, Hartford

Dial in #: (415)-655-0001
Access Code: 2303 702 4463#

[Meeting Video Link](#)

Commissioners

Currey (Ex-Officio)	Mandyck
Desai	Patel
DiBella	Salemi
Drake	Taylor
Johnson	

Quorum: 5

1. CALL TO ORDER
2. PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS
3. ELECTION OF CHAIRPERSON
4. ELECTION OF VICE-CHAIRPERSON
5. APPROVAL OF MEETING MINUTES OF NOVEMBER 29, 2005
6. DISCUSSION RE: DISTRICT CHARTER CHAPTER 13 ON COMMISSION ON REGIONAL PLANNING FUNCTIONS
7. DISCUSSION RE: UPDATE GIS MAPPING SYSTEM
8. OPPORTUNITY FOR GENERAL PUBLIC COMMENTS
9. COMMISSIONER REQUESTS FOR FUTURE AGENDA ITEMS
10. ADJOURNMENT

CHAPTER 13

REGIONAL PLANNING

NOTE: See Sec. 1-2d Re limitation of Planning to Functions within Other Powers of The District.

<u>Chap.</u>	<u>Sec.</u>	<u>Section Title</u>
13	<u>1</u>	Commission on Regional Planning: Members
13	<u>2</u>	Powers
13	<u>3</u>	Maps of the District
13	<u>4</u>	Powers with Respect to Land
13	<u>5</u>	Approval of Maps by Commission

SEC. 13-1 COMMISSION ON REGIONAL PLANNING: MEMBERS

There shall be in said district a commission on regional planning consisting of members who shall be appointed by the district board.

SEC. 13-2 POWERS

All questions concerning the location of any public building, bridge, esplanade, boulevard, concourse, street, highway or square shall be referred to said commission by the district board for its consideration and report before final action is taken on such location. The district board may refer to said commission the construction or carrying out of any public work not expressly within the province of other boards, bureaus or commissions of said metropolitan district and may delegate to said commission all powers which the said district board deems necessary to complete such work in all details.

SEC. 13-3 MAPS OF DISTRICT

Said commission may make or cause to be made a map or maps of said district, or any portion thereof, showing locations proposed by it for any new public buildings, bridge, esplanade, boulevard, concourse or street and grades thereof, and street, building and veranda lines thereon, or for any new square or any changes by it deemed advisable in the present location of any public building, street and grades thereof, building and veranda lines or square, and may employ expert advice in the making of such map or maps.

SEC. 13-4 POWERS WITH RESPECT TO LAND

Said metropolitan district, acting through said commission or otherwise, shall have power to appropriate, enter upon and hold in fee real estate within its corporate limits for establishing esplanades, bridges, boulevards, concourses, streets, highways, squares, sites for public buildings and reservations in and about and along and leading to any or all of the same; and, after the establishment, layout and completion of such improvements, may convey any real estate thus acquired and not necessary for such improvements, with or without reservations concerning the future use and occupation of such real estate so as to protect such public works and improvements and their environs, and to preserve the view, appearance, light, air and usefulness of such public works.

SEC. 13-5 APPROVAL OF MAPS BY COMMISSION

No map or plan of any land within the limits of The Metropolitan District showing any proposed or projected streets or highways or any proposed or projected extensions of or changes in the established layout of any existing streets or highways shall be received, filed or recorded in the office of any clerk of any town of The Metropolitan District unless such map shall bear the endorsement of the commission on regional planning to the effect that every proposed or projected street or highway and every proposed or projected extension of or change in the established layout of existing streets or high ways set forth upon such map or plan has been approved by said commission on regional planning and the district board of The Metropolitan District is empowered to regulate, by ordinance or otherwise, the action of its officers in regard to such maps or plans.

Special Meeting
of
COMMISSION ON REGIONAL PLANNING
The Metropolitan District
555 Main Street, Hartford
Tuesday, November 29, 2005

Present: Commissioners Henry J. Genga, Allen Hoffman, Joseph H. Kronen, Daniel E. Lilly and Alphonse Marotta, District Chairman William A. DiBella and Citizen Members Daniel Camilliere and Harry B. Schaechter. (One Vacancy)

Absent: Commissioners Dale A. Ryan, Raymond Sweezy and Richard F. Wareing.

Also

Present: Commissioner D. Anwar Al-Ghani
Charles P. Sheehan, Chief Executive Officer
Dominick M. DiGangi, Chief Operating Officer
Robert E. Moore, Chief Administrative Officer
Renée Poirier, Assistant to the Chief Executive Officer
Harvey Wall, Assistant Manager of Operations
Joseph R. Marfuggi, Riverfront Recapture, Inc.

CALL TO ORDER

Chairman Hoffman called the meeting to order at 4:49 P.M.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one appeared to be heard.

RIVERFRONT PARKS SERVICE AGREEMENT - Report 3.

To: The Commission on Regional Planning for consideration on November 29, 2005

On December 1, 1997, the District Board authorized an agreement between The Metropolitan District and Riverfront Recapture, Inc. (RRI) relative to (1) the provision of maintenance services for the Riverfront Park, and (2) the payment of monies to RRI for the cost of park ranger services to be contracted by RRI. The agreement was executed on January 26, 1998.

The initial term of the agreement was for three years (i.e., until December 31, 2000). At the end of the initial term, the agreement renews automatically for additional two-year terms, until December 31, 2008. The agreement is cancelable by either party at the end of the initial term, upon a vote by that party's board and upon at least one year's written notice. In 1999 and 2001 and 2004 your Commission, and the District Board, voted to go forward with the first, second, and third two-year extensions of the agreement.

Given that the third extension will expire on December 31, 2006, a review of The Metropolitan District's involvement with the Riverfront Parks is in order at this time.

Pursuant to the terms set forth in Section 1.4 (d) of the agreement, the District's budgeted expenditures for maintenance services (with the exception of park ranger services) were capped at \$1,000,000 for 1998, \$1,050,000 for 1999 and \$1,100,000 for 2000, and \$1,127,500 for 2001. In 2002, this Commission and the Board voted to amend Section 1.4 (d) to cap budgeted expenditures for maintenance services at \$1,154,600 for 2002 and going forward.

The maximum payment to RRI for the cost of park ranger services remains capped at \$300,000 per year, pursuant to Section 1.1 a. of the agreement.

A copy of the January 26, 1998, agreement with RRI, as amended, is attached.

Riverfront Recapture, Inc. has submitted a letter (copy attached) indicating that there have been no changes to its management agreements with the City of Hartford and the Town of East Hartford, and that as a result there will be no change to the maintenance agreement between Riverfront Recapture, Inc. and The Metropolitan District.

It is therefore RECOMMENDED that it be

Voted: That the Commission on Regional Planning recommends to the District Board passage of the following resolution:

Resolved: That the January 26, 1998, agreement between The Metropolitan District and Riverfront Recapture, Inc., relative to the provision of maintenance services for the Riverfront Park and the payment of monies to Riverfront Recapture, Inc. for the cost of park ranger services, as amended in 2002, be allowed to renew automatically for an additional two-year term, which will continue through December 31, 2008.

Respectfully submitted,

Charles P. Sheehan
Chief Executive Officer

FIRST AMENDMENT TO SERVICE AGREEMENT

This First Amendment to Service Agreement ("the Amendment") is entered into between Riverfront Recapture, Inc. ("RRI"), a Connecticut non-profit corporation, and Metropolitan District Commission ("MDC"), a political subdivision of the State of Connecticut as of this 21st day of December, 2002.

WHEREAS, RRI and MDC have entered into a Service Agreement dated January 26, 1998 ("the Agreement") to implement the uniform management, maintenance, operations and promotional use of the Riverfront Park (as defined in Exhibit A to the Hartford Lease Agreement), and

WHEREAS, RRI and MDC wish to amend certain provisions of the Agreement,

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

1. Article 1.4(d) The MDC budgeted expenditures for maintenance services (except park ranger services) shall not exceed \$1,000,000 for 1998, \$1,050,000 for 1999 and \$1,100,000 for 2000. From calendar year 2002 and afterwards, the MDC budgeted expenditures for maintenance services (except park ranger services) shall not exceed the amount of \$1,154,600 through the terms of this Agreement. When additional areas are added within the Riverfront Park and when RRI requests the MDC to perform the maintenance services in these areas, then the capped amount may be increased to an amount agreed to by the parties with the review and approval of the MDC Board.

2. All other provisions of the Service Agreement shall remain in full force and effect.

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: Thomas F. Mullaney, Jr.
Name: Thomas F. Mullaney, Jr.
Title: Chairman

Approved as to Form and Content

B. G. Spellacy
Name: Bourke G. Spellacy, Esq.
Title: District Counsel

Metropolitan District Commission

By: Albert F. Richin
Name: Albert F. Richin
Title: Chairman

SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into between Riverfront Recapture, Inc. ("RRI"), a Connecticut non-profit corporation, and the Metropolitan District Commission ("MDC"), a political subdivision of the State of Connecticut, as of this 26th day of January, 1998.

WHEREAS RRI and the MDC wish to implement the uniform management, 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 a manner that will support and promote public use and programming of events and activities at Riverfront Park;

WHEREAS RRI has entered into management services agreements with the City of Hartford ("City") and the Town of East Hartford ("Town") 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");

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

a. MDC agrees to provide the following services to Riverfront Park: (i) grounds maintenance and ordinary repairs, including, but not limited to, landscaping, lawn care, mowing, pruning, fertilizing, sweeping, cleaning, snow and ice removal from paths and roadways and such other maintenance as is necessary to maintain high safety and aesthetic standards; (ii) periodic flood debris cleanup; (iii) graffiti removal; (iv) regular trash collection, including the provision of trash disposal and recycling receptacles and periodic litter collection; (v) portable sanitation services; (vi) dock storage facilities, maintenance of docks and dock facilities and equipment and harbor management, including, but not limited to boat ramp maintenance, offshore moorings, dock maintenance and work boat operation; (vii) ordinary maintenance and repairs, not including replacement or major structural repairs to bridges, docks, platforms, decks, amphitheatres, paths, roadways, and other capital facilities; (viii) provision of

equipment and materials necessary to provide the services and equipment maintenance; (ix) payment of monies to RRI for the cost of park ranger services to be separately contracted by RRI, such as walking, bike or cart patrols, notification of emergency services, radio contact with police or fire officials for emergency assistance only, and public information and assistance, provided such payment shall not exceed \$300,000 in any calendar year.

b. The services to be provided by MDC shall be supplied and performed in a manner designed to result in the operation of the Riverfront Park as a clean, safe, aesthetically pleasing environment and to reduce vandalism.

c. MDC may provide the services described in this Section 1.1 directly or by separate contract.

1.2 **Costs of Services.** The services set forth in Section 1.1 subsections (i) through (viii), 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. MDC shall, nonetheless, provide to RRI a copy of its adopted annual budget for services to be provided.

1.3 **Oversight Committee.**

a. MDC and RRI shall create an Oversight Committee consisting of two members to be designated by the District Manager of the MDC and two members to be designated by RRI ("Oversight Committee"), which Oversight Committee shall be responsible for overseeing and coordinating all matters pertaining to the implementation and administration of this Service Agreement and for recommending amendments, extensions, renewals or repeal of any provision of this Service Agreement.

b. MDC shall develop a maintenance and operation work plan for review and discussion by the Oversight Committee. MDC and RRI will cooperate with each other to make any necessary changes to the work plan and keep it current. The annual budget delivered by MDC to RRI will be based on the work plan as the same may be revised pursuant to such discussions. It is expected that the work plan will be in place so that MDC can begin providing its maintenance services beginning April 1, 1998.

1.4 **Limit on Service.** MDC shall not be obligated to provide the services described in Section 1.1 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, floods, earthquakes, work force safety concerns, 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 as may be affected thereby.

b. Service shall not be required to any portion of the Riverfront Park in a municipality that has terminated its Agreement for management services with RRI.

c. Based on the work plan budget established pursuant to Section 1.3 above, MDC shall not be required to perform any additional services due to calendar revisions, such as the addition of special events, unless agreed to by MDC in advance.

d. The MDC budgeted expenditures for maintenance services (**except park ranger services**) shall not exceed \$1,000,000 for 1998, \$1,050,000 for 1999 and \$1,100,000 for 2000. The capped amounts shall be increased to amounts agreed to by the parties if additional areas are added to the Riverfront Park. Upon an automatic renewal, the capped amounts shall automatically be increased so as not to be less than the prior year's capped amounts increased by an inflation factor using the Consumer Price Index, or may be changed to other amounts agreed to by the parties.

ARTICLE TWO - ROLE OF RRI

2.1 Master Calendar.

a. RRI will keep MDC apprised of its master calendar for scheduled events and activities by July 1 of each year for the ensuing calendar year and shall keep MDC advised of proposed changes thereto, in order for MDC to organize and provide the maintenance and operational services needed for such scheduled events and activities and to support the programs and promotional use of the Riverfront Park coordinated by RRI.

b. Any proposed changes to the annual calendar of events shall be submitted by RRI to MDC as far in advance as practicable, for review by MDC. To the extent MDC determines that such changes would cause MDC to incur expenditures in excess of the amount budgeted by MDC for the costs of performing this Agreement, MDC shall promptly notify RRI and the cost of performing maintenance services for such additional events shall not be MDC's responsibility unless MDC agrees to accept such responsibility in advance. RRI

shall notify MDC as far in advance as practicable of any proposed changes in the scope of services or facilities to be serviced by MDC, and the cost of performing maintenance services in connection with such changes shall not be MDC's responsibility unless MDC agrees to accept such responsibility in advance.

ARTICLE THREE - INSURANCE/INDEMNIFICATION

3.1 RRI will indemnify and hold harmless the MDC, its officers, agents, servants 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 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.

3.2 The MDC will indemnify and hold harmless RRI and the City of Hartford (the "City") and Town of East Hartford (the "Town"), their officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, that RRI and/or the City or Town, their officers, agents, servants 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 the MDC or otherwise, and to all property caused by, resulting from, or arising out of the MDC's negligence in the performance of its obligations arising under this Agreement.

3.3 RRI will include, or cause to be included, in its Agreement with the City and the Town a provision containing the following or similar language:

The City/Town will indemnify and hold harmless the MDC, its officers, agents, servants 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 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.

3.4 Prior to commencing 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 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 and 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.

3.5 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.

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

3.7 The MDC may self-insure or obtain Commercial General Liability Insurance, in the MDC's sole discretion, to cover the MDC's obligation to indemnify RRI and the City and Town as set forth in this Agreement, although the existence of insurance shall not be construed as limiting the liability of the MDC under this Agreement.

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

- a. A clause or similar language as follows:

The Subcontractor will indemnify and hold harmless RRI, the City of Hartford, Town of East Hartford and the MDC, their officers, agents, servants 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 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 30 day notice of cancellation provision, 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 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 RRI, the City of Hartford, Town of East Hartford and the 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 the 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 FOUR - TERM

4.1 **Initial Term.** The initial term of this Agreement shall commence on the date hereof and, unless otherwise terminated in accordance with the terms and provisions of this Agreement, shall terminate on December 31, 2000. The planning phase of the services set forth in Article One hereof shall commence upon execution of this Agreement. The maintenance services shall commence not later than April 1, 1998.

4.2 **Renewal.** At the end of the initial term or any subsequent term, this Agreement shall be renewed automatically for an additional two year term, until December 31,

2008. Any party may cancel such automatic renewal of this Agreement by the affirmative vote of its board and by at least one year's prior written notice. The decision not to renew, therefore, may be made every two years (e.g. the decision not to renew may be made at the end of 1999 to end the term at the end of 2000, by the end of 2001 to end the term at the end of 2002, etc.).

4.3 **Early Termination.** Either party hereto shall have a right to terminate this Agreement for gross failure to perform by the other party without cause, after providing 60 days notice and a right to cure. Either party shall have the right to early termination of this Agreement by the written agreement of both parties.

ARTICLE FIVE - MISCELLANEOUS

5.1 **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.

5.2 **Assignment.** MDC shall not assign this Agreement.

5.3 **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
Hartford, Connecticut 06103
Attention: District Manager

To RRI: One Hartford Square West
Hartford, Connecticut 06106
Attention: Executive Director

5.4 **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.

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

5.6 **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.

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

5.8 **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.

5.9 **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: *Jim H. Riege*
Name:
Title: *President*

Approved as to Form and Content

By: *B G Spellacy*
Name: Bourke G. Spellacy
Title: District Counsel

Metropolitan District Commission

By: *Anthony H. Gallicchio*
Name: Anthony H. Gallicchio
Title: Chairman



John H. Gotta
Chairman
Thomas P. Cody
Vice-Chair/Planning & Development
Linda J. Kelly
Vice-Chair/Management
Jessie G. Stratton
Vice-Chair/Fundraising
David R. Robb
Treasurer
Lawrence V. Mowell, Jr.
Secretary
Thomas F. Mullaney Jr.
Immediate Past Chairman
Joseph R. Marfuggi
President and CEO

September 8, 2005

Chuck Sheehan
Chief Executive Officer
The Metropolitan District
555 Main Street
Post Office Box 800
Hartford, CT 06142-0800

Dear Chuck:

A few years ago, *The Wall Street Journal* looked into the future and predicted that the planned development boom in downtown Hartford and at East Hartford's Rentschler Field "... offers the opportunity for the River to become the center of both the cities of Hartford and East Hartford."

The Connecticut River is living up to its promise. The Connecticut Convention Center, the Marriott Hartford Hotel, as well new apartments, shops, and restaurants are transforming downtown Hartford. Ambitious development plans are in the works for Rentschler Field. That puts the Riverfront at the heart of an unprecedented economic investment worth nearly \$4 billion.

In addition, the Riverfront parks are making this region a more attractive place to live, work, and visit – for people of all ages and backgrounds. Each year, the Riverfront parks attract more and more people to enjoy this new urban oasis – with 786,000 visitors last year.

None of this would be possible without the involvement of the Metropolitan District Commission. With your help, we welcome people to beautifully maintained, secure parks. The MDC's role on the Riverfront, delivering first-rate maintenance and providing funding for Riverfront Rangers, also gives developers a sense of confidence that the public investment in the new park system is protected – making neighboring properties desirable for their own investments.

The Riverfront management agreements are producing positive results – so it is not surprising that the MDC's partnership with Riverfront Recapture is attracting national attention. Most communities, though, do not have an organization with the MDC's vision and commitment.

We look forward to a continued productive relationship with the MDC as we work to help the Riverfront achieve its full potential – that is even greater than anything we have yet accomplished. I want to assure you that our agreements with the City of Hartford and the Town of East Hartford remain in their original form and have not been amended or changed in any way.

Please call me if you would like a more detailed report about the partnerships and how they are working. If you would like us to make a presentation to an appropriate committee or to the full Commission we would be happy to do so. Thanks very much.

Sincerely,

Joseph R. Marfuggi
President and CEO

At the request of Chairman Hoffman, Mr. Wall provided some background information on the District's riverfront activities and budget. This was followed by questions and answers and discussion, during which Mr. Marfuggi was requested to provide a breakdown of the towns in which the Riverfront rangers reside. Chairman Hoffman indicated that he would like the oversight committee, created pursuant to the contract, to be revitalized.

By motion duly made and seconded, the report was received and the recommendation adopted by unanimous vote of those present.

ADJOURNMENT

The meeting was adjourned at 5:25 P.M.

ATTEST:

Luz Amaro-Otero
Assistant District Clerk