

RTM Minutes Aug. 7, 2001

The Aug. 7 meeting of the RTM was called to order at 8:05 p.m. by Moderator Gordon Joseloff in Town Hall Auditorium. Present were 28 members of the RTM. Those who had notified the Moderator they would be absent were Ms. Campbell, Ms. Rath, Ms. Webber and Messrs Heller and Donenfeld. Also absent were Messrs: Owades and Valiante.

The invocation was given by Ms. Lori Ann Jakuc, First Reader of the First Church of Christ Scientist.

The minutes of July 10, 2001, were accepted with the following correction from Mr. Haffner.

Page 29, 3rd paragraph, 2nd line, delete "Florida" and insert "Fairfield". And from Ms. Wenig, on behalf of Ms. Shelton, page 31, following the 2nd paragraph, insert new paragraph as follows: "Ms. Shelton, speaking from the floor, said that there was no need to divide the Resolution into two parts, one re the preliminary financing and the other re the site. The Resolution before the RTM asked only for approval of an appropriation for professional services related to the design of a new Senior Center and said nothing about site choice, she said."

Mr. Joseloff reminded the members that the RTM had not met in August last year but had in the two previous years, so he said, while it might be unusual and cruel punishment, the fact was that the RTM had had August meetings. He was not sure it had been this warm though. He appreciated the good turnout. There might even be some hopeful new RTM members here observing. Perhaps they were experiencing their first RTM meeting and he welcomed them. The Moderator said a number of people had asked him about a meeting on Sept. 4. As the members knew, at the last meeting he had said that since the Board of Finance was not meeting in August, there would be no new appropriations. There was one item, however, dealing with Mack trucks, that had been pulled from tonight's agenda, which had been approved by the Board of Finance. What he had suggested, instead of a formal meeting was, what the RTM might do would be to just have a one item formal meeting and then do a workshop on the underage drinking ordinance. That item had been tabled in June in the process of an amendment on the floor. A number of people had had questions concerning the ordinance and about how it would work. If the members had questions, they should send them to him and he would forward them to the appropriate people so they could prepare their responses at a workshop on Sept. 4 and, possibly, a formal meeting as well. Several people he had talked to had not wanted to have the workshop at the same time they would be voting on the issue. Apparently, he said, they wanted time to digest the information

Ms. Sheffer announced that in October the RTM would be filling one of the newly- created positions on the Board of Trustees of the Westport Library. She thought it would be best to wait until after Labor Day to make the announcement in the newspaper but if the members knew of people who would be interested, they could be told that there would be a position open and they would be interviewed in September. She hoped the candidate could be voted on at the October meeting.

The Moderator offered the members the opportunity to call for a re-vote by roll call if they would like. He noted that the outcome would not be changed but if the members felt strongly enough, he would entertain the motion.

The secretary read Item #3 of the Call. The Resolution was read by Mr. Raines and it was seconded.

#3 – Purchase of the Jaeger Property. Action: Approved, 24-4. Roll Call. Ms. Slez, Ms. Wenig, Messrs: Gilbertie and Rea opposed. (Amended)

RESOLVED: That upon the recommendation of the Board of Finance, and a request by the Town Attorney for an appropriation of \$4,200,000 for the purchase of the Jaeger property at 11 Hyde Lane, Westport, is hereby approved, provided that the sellers agree to pay the cost of the environmental clean up of the property.

Section 1. As recommended by the Board of Finance and for the purpose of financing a portion of the foregoing appropriation, the Town shall borrow a sum no to exceed \$3,730,000 (\$2,310,000 Public Improvements, \$1,420,000 School Projects) and issue bonds for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town and appropriate \$470,000 from the Real Property Acquisition Fund Fund Balance.

Section 2. The First Selectman, Selectmen and Controller are hereby appointed a committee with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel., The committee shall have all appropriate powers under the Connecticut General Statutes including Chapter 748 (Registered Public Obligations Act) to issue the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and other applicable laws and regulations of the United States and the State of Connecticut, to provide for issuance of the bonds in tax exempt form, including the execution of tax compliance and other agreements for the benefit of bondholders, and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations and the filing of information reports as and when required.

Section 3. The Bonds may be designated “School Bonds”, or “Public Improvement Bonds of the Town of Westport”, series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other Bonds of the Town; shall be in serial form maturing in not more than twenty (20) annual installments of principal, the first installment to mature not later than three years from the date of issue and the last installment to

mature not later than twenty (20) years therefrom, or as otherwise provided by statute. The bonds may be sold at not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the committee may sell the bonds, or notes, on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semiannually or annually. The bonds shall be signed on behalf of the Town by the First Selectman and the Controller, and shall bear the seal of the Town. The signing, sealing and certification of said bonds may be by facsimile as provided by statute. The Controller shall maintain a record of bonds issued pursuant to this resolution and of the face amount thereof outstanding from time to time, and shall certify to the destruction of said bonds after they have been paid and cancelled, and such certification shall be kept on file with the Town Clerk.

Section 4. The said committee is further authorized to make temporary borrowings as permitted by the General Statutes and to issue a temporary note or notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such times and with such maturities, requirements and limitations as provided by statute. Notes evidencing such borrowings shall be signed by the First Selectman and the Controller, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel, and may be consolidated with the issuance of other Town of Westport bond anticipation notes. Said committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the General Statutes and shall have all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.

Section 5. Upon the sale and issuance of the bonds authorized by this resolution, the proceeds thereof, including any premium received upon the sale thereof, accrued interest received at delivery and interest earned on the temporary investment of such proceeds, shall be applied forthwith to the payment of the principal and interest of all notes issued in anticipation thereof or shall be deposited in trust for such purposes with a bank or trust company, or shall be applied or rebated as may be required under the provision of law. The remainder of the proceeds, if any, after the payment of said notes and of the expense of issuing said notes and bonds shall be applied to further finance the appropriation made by the appropriation resolution enacted concurrently herewith.

Section 6. In each fiscal year in which the principal or any installment of interest shall fall due upon any of the bonds or notes herein authorized there shall be included in the appropriation for such fiscal year a sum equivalent to the amount of such principal and interest so falling due, and to the extent that provision is not made for the payment thereof from other revenues, the amount

1 thereof shall be included in the taxes assessed upon the Grand List for such fiscal year and shall
2 not be subject to any limitations of expenditures or taxes that may be imposed by any other Town
3 ordinance or resolution.

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5 Section 7. Pursuant to Section 1.150-2 (as amended) of the Federal Income Tax Regulations the
6 Town hereby expresses its official intent to reimburse expenditures paid from the General Fund,
7 or the Education Facilities Improvement Fund, or the Capital and Nonrecurring Expenditure
8 Fund for the aforesaid project with the proceeds of the bonds or notes to be issued under the
9 provisions thereof. The allocation of such reimbursement bond proceeds to an expenditure shall
10 be made in accordance with the time limitations and other requirements of such regulations. The
11 Controller is authorized to pay project expenses in accordance herewith pending the issuance of
12 the reimbursement bonds or notes.

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14 Section 8. The Board of Education, or other proper authority of the Town, is authorized to take
15 all necessary action to apply to the State of Connecticut, and accept from the State, grants in aid
16 of further financing the project.

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18 Section 9. The said committee is hereby authorized to take all action necessary and proper for
19 the sale, issuance and delivery of the bonds (and notes) in accordance with the provisions of the
20 Town Charter, the Connecticut General Statutes, and the laws of the United States.

21

22 The Moderator noted that the Call and the Resolution had slightly different wording. Mr. Raines
23 had read only the first line of the Resolution but in fact, he believed the remaining portions broke
24 down the requests as to what was to be bonded and what was to come out of the Educational
25 Facilities Fund, he said.

26

27 Ms. Farrell spoke to the gathering and said she would start at the beginning. The Town Attorney
28 had researched as to when the town had first expressed an interest in the purchase of the Jaeger
29 property. It had been somewhere around 1969, when she had been in ninth grade at Long Lots
30 Junior High School. Little had she known that she would be before the RTM many years later to
31 talk about the possibility of the town's finally making this purchase. It had been a complex and
32 arduous task and she could guarantee that the discussion this evening would be no less complex
33 and arduous as well. The members probably knew, from following the press reports over the
34 past few years, that there had been an assisted living facility application coming before the
35 Planning & Zoning Commission for the development of the property, which had been turned
36 down by the town. Also, that there was, most recently, an affordable housing application that
37 had been turned down by the Planning & Zoning Commission and which was now in litigation.
38 They probably already knew because they had given careful study to this particular issue, it was
39 a little bit different in the courts when dealing with an affordable housing application. Ms.
40 Farrell said where normally, if the Planning & Zoning Commission turned down an applicant, the
41 onus was upon the applicant to prove why the P. & Z. had erred. In the case of affordable
42 housing, because the State of Connecticut wanted to encourage more affordable housing, the
43 onus, in fact, had been put upon the municipality when that municipality had said no. When one
44 looked at case law, one did find that, very often, the courts, in spite of what actions might have
45 been taken by the towns, favorably viewed affordable housing applications. If one read The New
46 York Times, she believed two weeks ago Sunday, one would have seen an article by a group

1 known as Avalon who had been attempting to develop affordable housing, and had been
2 successful in some cases, in Fairfield County and Westchester communities. It was important to
3 note though, that in the State of Connecticut, affordable housing, done commercially, only
4 required that 25% of the units in fact qualified under the state's definition of affordable. The
5 balance of the units went for fair market value. The First Selectwoman said the purchase of this
6 property had been defined in the last two Town Plans of Conservation and Development, first in
7 1987 and again in 1997. The basic rationale for the purchase of the property, as articulated in
8 both cases, was the fact that this was property that was adjacent to a municipal property and,
9 most especially, adjacent to a school. When the members looked at what had been experienced
10 lately with regard to some "shoe horning" that had had to be done with the expansion of existing
11 schools, she thought all could recognize that it would be prudent to take a very serious look at
12 the purchase of this property. The Land Acquisition Committee in their report issued about a
13 year ago also had identified this as a key purchase. The speaker said, in June of this year an
14 agreement had been reached with the Jaegers and their representatives for a purchase price of
15 \$4.2 million. That price effectively reflected the potential value of what might have been an
16 affordable housing operation and/or a residential sub-division under the existing zoning
17 regulations. Multiple appraisals had been conducted during that time on behalf of the town and
18 on behalf of the seller and this was the agreed to amount that represented a compromise between
19 their high end and our low end. It could be argued and debated whether or not it could have been
20 higher or lower but this was an agreed to amount that enabled the town to avoid condemnation
21 and allowed moving forward on the purchase of the property. In June, the Board of Education
22 had unanimously approved of the purchase especially because they needed approximately 2.2
23 acres to provide them, finally, with adequate on-site parking for the existing Long Lots School.
24 If any of the members had driven down Hyde Lane on any given weekday when school was in
25 session, they would know that it was a hazardous situation. There was parking on the street and
26 all over the school grounds and there still was not enough room when they held large events.
27 The Board of Education had voted unanimously to approve the purchase, articulating their great
28 desire for 2.2 acres but also supporting the balance of the property recognizing its residual value
29 to the Town of Westport, and perhaps, someday to the Board of Ed. as well. Ms. Farrell noted
30 that last month, the Board of Finance had given unanimous approval for the purchase. Also, the
31 Planning & Zoning Commission had voted unanimously to approve the 8-24 request. Getting
32 back to the cost, she said, something that she had heard from several RTM members and which
33 had occurred to her as well, was that the town was obviously in a time of extraordinary capital
34 expenditures. In this case, she thought the town had an extraordinary opportunity to take a long,
35 hard look at some land currently held by the town, for dispossession. Of course, that would
36 require her going to the Planning & Zoning Commission for an 8-24 and, as she had stated in the
37 past, to come back voluntarily to this body to discuss the possibility. Again, the Land
38 Acquisition Committee, in their very thorough report, had identified properties which, after they
39 had given careful analysis, felt the town could dispose of without any future negativity or
40 implications that it might be a mistake. One happened to be a parcel on Maplewood Lane.
41 There was a history there and the town would have to work with the residents but it would
42 appear to be appropriate for a single housing lot. Believe it or not, she said, another possibility
43 would actually be as a result of the purchase of the Jaeger property. There was property on the
44 other side of Long Lots School, on Meadowbrook Road, that might be available as a single
45 building lot because of the Jaeger purchase. In other words, by expanding the total of the parcel,
46 it might be possible to sell a lot. Those were things that Ms. Farrell said she certainly pledged to

1 follow up on as we went forward. She reminded the members that they had facilitated the
2 transfer of \$171,000 from the General Fund into the Land Acquisition Fund for the railroad
3 station project. At every juncture, she had said that the contract and the purchase of the property
4 was contingent upon the findings of an environmental report. As one would recall, the Board of
5 Finance appropriated funds to do what was known as a Phase One as well as a Phase Two
6 environmental study. That was the same level of study that had been conducted when the town
7 had purchased the Baron's South property. As a result of the findings, she continued, they had
8 found contaminated soil. She issued a caution and said her guess was that with all of our
9 properties there would be found some kind of contaminated soil because, in reality, until people
10 became a little more aware of environmental concerns, they were doing things without thinking.
11 For example, on the Baron's property, there had been chauffeurs who had serviced cars, draining
12 oil and tossing it into the weeds. That was not at all unusual. What had happened on the Jaeger
13 property was, because it had been a rose farm with greenhouses on the property, fertilizer and
14 insecticide materials had been found that qualified as having certain environmental levels of
15 toxicity. The good news, however, was that none of it was considered hazardous waste and that
16 had been confirmed by the environmental consultants as late as 4:15 this afternoon. They had
17 given an estimate for clean up that could be anywhere from \$160,000 to \$500,000. What was
18 interesting about that was that there was an intention of creating a parking lot over the area with
19 the highest concentration of some of those contaminants. If we were able to cap that area with
20 three inches of asphalt, the consultants had told her that we would no longer have to remediate.
21 That might or might not be an acceptable solution for the Town of Westport but she just wanted
22 to give the members the facts as she had learned them within the last 48 hours. How the clean up
23 costs would be handled had not yet been negotiated with the owner or how the town would deal
24 with the issue of asphalt paving. One of the key engineering questions that had to be addressed
25 regarding the concept of capping was, whether or not, at the end of that experience, on the basis
26 of the need to replace other soil not part of the parking lot, there could still be an even surface so
27 that the 2.2 acres for parking could be created. Ms. Farrell said that was something that still had
28 to be worked out in the coming days. All of what she had told them basically brought the
29 members of the RTM into the negotiating process. Admittedly that was a little bit unusual.
30 Generally such things were simple and were handled quickly and expeditiously. Yet, we had a
31 public and democratic process that she felt was important to involve those key decision makers
32 i.e. the members of the RTM. That was why she had brought this level of detail to them. The
33 First Selectwoman still recommended that they support the purchase for \$4.2 million. She
34 believed it gave the town a very good negotiating position as it moved forward with the sellers of
35 the property. What it did was two-fold. It obviously continued the level of support received
36 through the other funding and regulatory bodies as an expression both to the sellers that the town
37 desired to buy the property, as well as to the courts, either when dealing with the issue of
38 affordable housing or, in a worse case scenario, dealing with condemnation, something everyone
39 had worked to avoid. Condemnation was certainly not something that she stood before the RTM
40 this evening to recommend. She believed approval of the appropriation gave the town a better
41 negotiating position. She would say that she had no intention of signing a contract or closing
42 sale until the issue of the environmental clean up was resolved and just how it would be handled.
43 She offered assurances to the RTM and the Board of Finance that those issues would have to
44 come back if the town found that it was to our advantage to provide any support for the clean up
45 efforts since, obviously, that would be a separate appropriation. With a commitment to the \$4.2
46 million this evening, they would be able to avoid an Aug. 20 court date which was currently set

regarding the affordable housing litigation. In a conversation with one of the attorneys representing the sellers, in the affordable housing case specifically, he had expressed the desire to go jointly to the court to state that the town and the seller were trying to work in good faith in order to make this deal happen and request a postponement for that purpose. As Ms. Farrell had said at the outset, this was a complex issue. Also, how the property was handled once it was purchased would have to be dealt with. The greenhouses would have to be taken down when the new parking was put in. The town might choose to use the balance of the property to create ball fields. Stuart McCarthy was present if any of the members had questions for him regarding our field inventory or the town's future needs. These were all opportunities that we had but they required careful thought and very serious negotiating as we moved forward. She pointed out that the environmental remediation really could not be addressed until such time as the greenhouses were removed. So what would have to happen was, as a condition of sale, a credit be given at the time of sale for the amount required to do the clean up as the greenhouses were dismantled. It was important to remember where this had started, which was that, by and large, individuals had felt this was a very important purchase for the Town of Westport. They were trying as best they could to finally bring closure to an initiative that had begun when she had been in ninth grade and she was many years out of ninth grade at this point. They were ready for the members' questions with Don Miklus, Stuart McCarthy, Steve Edwards, Mike Toma, Dr. Landon and Steve Halstead all present, she concluded.

For the Education Committee, Mr. Klinge reported that he would just deal with the educational context as opposed to the financial or environmental aspects or future requirements or needs. The committee felt very strongly that this acquisition made infinitely good sense from the standpoint of solving the parking problems at Long Lots, which the members had already heard discussed. Whether it was during the school day, weekends when the fields were in use, evenings or late afternoons when there were special programs, it was a dangerous situation, which the police chief had attested to many times. The need for the 2.2 acres for extra parking was clear and immediate. If approval was given tonight and closing on the property took place some time in August or early September, they expected to have the new parking capacity operable by Aug. 2002 for the following school year. That was the key. Mr. Klinge said the funding part he would leave to the Finance Committee. He thought there were some creative ways to do it which might be discussed later this evening. He referred the members to the back page of the committee's written report showing a conceptual diagram of how the project might look, done by J.C.J., almost in conjunction with Chief Chiaranzelli who had endorsed it as a workable concept for 2.2 acres abutting the current parking at Long Lots. In conclusion, he said, the Education Committee had voted unanimously, all members present, in support of this acquisition in the context that the 2.2 acres were needed certainly for school parking and potential benefits beyond that based on town uses as identified.

Mr. Scheffler, for the Planning & Zoning Committee, said demonstrating its characteristic efficiency, this committee and the Environment Committee had met together on this matter. They had both approved it; the Environment Committee with two abstentions and the Planning & Zoning Committee with one negative vote. The points raised by the Environment Committee had really largely been addressed by Ms. Farrell's presentation. It was known that there were environmental issues that were subsumed into the contract for the property and were being negotiated now. The committee had been advised, in the absence of resolution of the

1 environmental issues, the contract would not go forward. That was consistent with what had
2 been heard this evening. Mr. Scheffler said the Planning & Zoning Committee had noted that the
3 Town Plans of 1987 and 1997 both had encouraged active acquisition of this parcel as had,
4 similarly, the Land Acquisition Committee's report.

5
6 For the Finance Committee, Ms. Shelton pointed to copies of their written report, which were on
7 the table in front for anyone who not received a copy. She apologized for not getting it into the
8 packets. The date the Finance Committee had met, July 30, was already three days past the
9 official deadline although she had made an effort to have it included in the packets. As the
10 members would note, the First Selectwoman had already gone through some of the background
11 information. At the time of the Finance Committee meeting, as was true now, final negotiations
12 were pending. In particular, the environmental report had not been received. All the committee
13 had gotten at that point had been the one-page request from the Town Attorney. Therefore, she
14 had tried to include in the report some of the background information she had received verbally,
15 and which Ms. Farrell had just gone through. Ms. Farrell had noted that the Planning & Zoning
16 Commission had issued a positive 8-24, the Board of Ed. was in support, the Land Acquisition
17 Committee supported acquiring the property and so had the Town Plan of Development for 1987
18 and 1997. The First Selectwoman had told them at the time that the immediate plan would be to
19 develop the parking lot for Long Lots and that, eventually, there would be other municipal uses,
20 most likely athletic fields. She had assured them that she was not seeking any additional funds
21 any time soon for the demolition. It had also been brought to the committee's attention that there
22 was a house on the property that was currently rented and that the tenants would be allowed to
23 stay in the house the later of six months or until April and that a similar arrangement would be
24 made with the Jaegers to have a time period in which to wind down their business. Ms. Shelton
25 continued, saying, given those background facts, the Finance Committee had voted,
26 unanimously, to support the request, going along with the recommendations from the Board of
27 Finance, which would be to fund \$470,000 from the Real Property Acquisition Fund and \$3.730
28 million to be bonded. Roughly one-third of the bonding would be for school purposes for the
29 parking lot and two-thirds would be for municipal purposes. She said she had had the chance to
30 verify, a few days after their meeting, the balance in the Real Property Acquisition Fund. There
31 was \$535,000 in that account, according to the Town Finance Director. It had been asked, during
32 discussion, how the money would be replenished in that fund and the First Selectwoman
33 mentioned, as she just had tonight, the possibility of selling other town-owned land requesting
34 that the proceeds be transferred into that fund. The Land Acquisition Committee also supported
35 continuing a line item for transfer to that fund in the town's annual budget. Ms. Shelton reported
36 that the committee also discussed sale versus condemnation, which had also been brought up by
37 the First Selectwoman tonight. It seemed that purchase would be preferable given that the cost
38 would not be unknown. They had also discussed whether the town should purchase the entire
39 property or just part of it, the 2.2 acres needed for the parking lot. It had been felt that the entire
40 parcel should be bought so the town would have it for future municipal needs. Again, that was
41 consistent with the Town Plans and the recommendations of the Land Acquisition Committee.
42 The question of what the property taxes were had been asked and she had found them to be
43 \$5,400, almost \$5,500, and, at the moment, about \$4,100 was due including interest and that
44 would be credited on closing. The Resolution proposed both bond and bond anticipation note
45 financing. Ms. Shelton said the members of the committee who had voted to support this
46 appropriation were John Booth, Bill Raines, Lisa Rome, Bill Scheffler and herself.

Mr. Haffner raised a point of order saying that relative to this appropriation, there had been a meeting of the Long Range Planning Committee at which a vote had been taken. He wanted to have that vote incorporated in the record.

Mr. Scheffler said it had been the recommendation of the Long Range Planning Committee to approve the purchase of the Jaeger property.

Mr. Joseloff then welcomed remarks from the public asking that they identify themselves. He urged them to keep their remarks brief and not to repeat points already made by other speakers.

Ms. Brenda Lamb felt this purchase was very important for the town, for school reasons and also for the residents of the neighborhood.

Ms. Lois Porro said she had served on the Planning & Zoning Commission and the Land Acquisition Committee, which explained why the members had been seeing more of her than they probably had wanted to. If ever there was an opportunity to do something good for the town, this was it. The purchase of this land would solve a serious parking shortage and remove dangerous hazards. Anyone who had gone to Long Lots School to vote had noticed the bizarre configuration of that parking lot. It would be a bonus for voters as well to have a decent parking lot. The purchase would provide space for pressing municipal needs such as fields, which, by the way, would be under the control of Parks & Rec. rather than the schools and would offer opportunities for, perhaps, municipal affordable housing, where all the units would be affordable, that could take advantage of shared parking. The land which was fairly level and had no wetlands should be relatively easy to develop. It would add to the coverage available to the school and trigger a re-examination of adjacent town land that might possibly be suitable for sale. Ms. Porro was sure the members were aware that the three building lots owned by the town that had been approved for sale but not sold on Whippoorwill Lane had been absolutely critical in the construction of more athletic fields at the North Avenue Middle School. They also probably had cringed at the necessity of buying the Yang house for parking at Bedford. Earlier, and she felt more suitable, opportunities had been ignored. If they had been wondering about the appraisal of the Jaeger property, which was not explained on the Assessor's card, it came under the provisions of a federal law Public Act #490, and it was called a "use assessment". That referred to properties which were classified as forest, farm or open space. They were taxed at much lower values than their market values under the provisions of that public act. That made sense, she said. If farm- land was assessed at the same value as buildable lots, farms would soon go out of business and disappear. Buying land near a school with substantial acreage for municipal needs was such a rare opportunity. Ms. Porro asked the members to please take advantage of it tonight.

Ms. Mary Gagliardi said she lived directly across the street from the school. She and her husband were new residents of Westport and had a four-month old son. They wanted to come tonight to point out that one of the main reasons they had chosen Westport had been its excellent school system. They were strongly committed to giving the schools the resources they needed to be able to expand into the future, she said.

1 Ms. Katy Augustyn assured the RTM she would not repeat everything that had been said. Ms.
2 Porro had done a great job of pointing out all the positives of buying this property and she
3 strongly agreed. Her point of view was a little different. She was a parent of a student at Long
4 Lots who had only been there for three years. All the safety and traffic issues that had been
5 going on for quite some time had been well documented. If any member had not been over
6 there, she strongly suggested they visited. Ms. Augustyn said it was a nightmare from the point
7 of view of just about every parent in the school. She asked the members to please support the
8 purchase of this property.

9
10 Ms. Sheffer, addressing the First Selectwoman, said in the press and in the course of the
11 negotiations, the question of affordable housing had become tied to the purchase, in spite of all
12 the other reasons for buying this property. She said she had had a call from someone who
13 wanted to better understand what the town's commitment to affordable housing was and why this
14 proposal had not necessarily met that commitment. Ms. Sheffer asked Ms. Farrell to take a
15 moment and explain why this proposal was not in opposition to affordable housing.

16
17 Ms. Farrell appreciated the opportunity to offer clarification. As a reminder, most of the
18 members had been here when she had supported the Westport Housing Authority in doing the
19 Hidden Brook project, which she believed was about two or three years ago. The town had
20 steadily shown a commitment to affordable housing. Westport was under the state's minimum
21 right now, however. A conclusion had been drawn by a lot of land use folks that we were better
22 off looking at doing an affordable housing project on our own because at least we could dedicate
23 100% as opposed to the incentives that developers had of 75%-25%. She said there had been at
24 least preliminary discussion between the Planning & Zoning Commission and the Housing
25 Authority to take a look at another existing affordable housing development managed by the
26 Housing Authority within Westport to see if, in fact, it could be expanded. She felt that would be
27 a very positive next step that would be providing 100% within that area for affordable as
28 opposed to 25%. Ms. Farrell thought it was also important to note there was currently a very
29 considerable development off the Post Road at the Westport/Norwalk line that was before the
30 Planning & Zoning Commission right now. She would note that there had been no effort on the
31 part of the Town of Westport to block that development. The simple reality was that this piece of
32 property had been on the books for 20 years as a very desirable acquisition because of its
33 adjacency to one of our public schools and our municipal properties. This was strictly an effort
34 to carry out the wishes and requests of the Planning & Zoning Commissions for the last 20 years
35 to finally make this thing a reality because of the benefits it provided to the town, not as a means
36 of blocking an affordable housing application, she concluded.

37
38 The next speaker was Ms. Wenig who said she had been one of the two members at the joint
39 meeting of the Finance and Environment Committees who abstained. She abstained not because
40 she was opposed to the acquisition of this property, but because she questioned the finances. She
41 had had no material before her that answered her questions. Now that she had more information
42 before her, she had even more questions. One of the pieces received in the packet from the
43 Education Committee referred to a cost of \$.6 million per acre. Ms. Wenig said she was not used
44 to rounding up or down when it came to five figures and she figured it to be almost \$650,000 an
45 acre. If one added \$300,000 for necessary remediation, one would come a lot closer to \$700,000
46 an acre. If the members took a look at page two of the letter from Ellie Lowenstein (Chairman of

1 the Planning & Zoning Commission) to Diane Farrell, they would see that it said, in paragraph
2 H, "During the affordable housing site plan review process, the applicants indicated that they
3 would be donating two acres of land to the town in order to expand the school's parking lot".
4 Taking that into account, told us that we were paying \$933,333 for each acre, not considering the
5 additional cost of remediation. She said she had nothing that told her that the acreage we would
6 be buying was worth what we would be paying for it. It might well be but she had no evidence
7 before her that said that it was and tonight the RTM was expected to vote to approve the money,
8 not on the principle of acquiring the land, but on the cost of the land. Ms. Wenig said she had
9 further questions. It seemed to her that the cost was high and she wondered to what extent the
10 town would be paying for the settlement of the litigation. She could not quite understand the
11 relationship of the owners of the property, the people paying for this property and the developers
12 proposing the affordable housing plan that had been turned down and was now before the court.
13 It turned out that, apparently, there was no developer. She did not know if the owners had a
14 conditional contract pending with a developer. She was not quite sure whether the owners
15 planned to develop the property in the manner now before the court. Ms. Wenig said she did not
16 know how much the town would be paying for settlement of a lawsuit and how much for land.
17 She said she would like to have an answer to her questions. What was the land worth without
18 regarding the lawsuit and what was it worth with regard to the lawsuit? What was the cost of
19 remediation and who would bear that cost? There was an Aug. 20 court date and she asked if
20 that had already been extended or if there was the possibility of a further extension beyond that.
21 Ms. Wenig would think that any judge would be happy enough to give a further extension if the
22 members decided not to vote on this resolution tonight.

23
24 Ms. Farrell pointed to three topics she believed Ms. Wenig had had questions on. Number one,
25 the two acres that had been offered at the time the Planning & Zoning Commission had had the
26 application before them. That offer had come with some conditions from the sellers. In other
27 words, they needed some agreement from the Town of Westport in order to make connections
28 through those two acres so they were being offered to the town in exchange for the town giving
29 them some utility hook-ups. Perhaps it was a driveway easement but at any rate, there were
30 some conditions associated with their offer. As to the cost, Ms. Farrell said she did not think it
31 could simply be said that we were paying \$4 million for four acres; we would be paying \$4.2
32 million for 6.5 acres. The appraisals ranged from a high end of \$6 million, which was what the
33 sellers had felt they could get for affordable housing. Of course it was a private arrangement but
34 there was a partnership and the town was not privy to exactly what that arrangement was.
35 However, it was the partnership that had been going forward as applicants to the Planning &
36 Zoning Commission. The Jaegers, in fact, intended to take a deduction on their taxes with regard
37 to the purchase, as Ms. Farrell understood it, and were intending to place a value on the land of
38 \$5 million and claiming a gift of \$800,000. That was not inconsistent with the Baron's South
39 property. The owner in that case had claimed that the land was worth, she thought, \$1 million
40 more than, in fact, they had negotiated with the town. The town had had appraisals that were less
41 than the \$4.2 million because the town, of course, had not supported the affordable housing plan
42 and had simply looked at it as a five-lot sub-division with a one-lot open space set aside, which
43 was a provision that the Planning & Zoning Commission could require. She said the \$4.2
44 million represented a compromise figure between the high end the Jaegers had felt they could get
45 if they had been able to go forward with the affordable housing plan and the low end that the
46 town saw for a sub-division. There really was no settlement, per se, that related to the litigation.

1 That was really not what was going on. It was a matter of taking a look at past history, and she
2 knew Ms. Wenig had the Avalon article and was pretty familiar with how affordable housing
3 cases could go. The First Selectwoman continued and said the other difficulty, if the town chose
4 to go with condemnation, the whole gift concept would not become a possibility because then the
5 court would set the price. Then all would have lost control over the potential price. Should the
6 affordable housing case be successful, it was possible that the court, in fact, could find for an
7 amount greater than that which had been negotiated. Ms. Farrell said that was part of the logic
8 and the rationale that had taken place.

9

10 Ms. Wenig then asked where the negotiations now stood as to who bore the cost of the
11 remediation and who bore the cost of the removal of the greenhouses?

12

13 Ms. Farrell responded and said, as she had mentioned in her opening remarks, the removal of the
14 greenhouses would be the responsibility of the town, that had been part of the negotiations.
15 Director of Public Works Stephen Edwards estimated the cost at somewhere less than \$100,000,
16 probably between \$70,000 and \$90,000. That would become part of the cost to the town and
17 would probably be immediately associated with the creation of the parking lot because of the
18 location of the greenhouses. Again, Ms. Farrell said the town incurred certain operating
19 expenses when it purchased the Baron's property, both the maintenance of the existing buildings
20 and demolition of a few in the case of the swimming pool and the laboratory. It was not entirely
21 an unusual circumstance. She added that there was a house on the Jaeger property that was
22 currently generating revenue, which would revert to the town. There was a lease situation with
23 the current tenants through the month of April. As far as remediation went, that was, frankly, the
24 next phase of this project because the information about the remediation had only come to them
25 in the last five days. It would have to be given to the town as a credit at the time of the sale
26 because the work could not be done until they commenced the work on the parking lot and the
27 removal of the greenhouses. That was how it would actually be transacted. The amount that the
28 sellers incurred was what had to be negotiated, she concluded.

29

30 Ms. Schine said that in the 50 years she had lived in Westport she could not recall any time in
31 which the town had acquired land and regretted it. The regrets had come when the town had not
32 acquired it and had let it go then later on, acquired it for more money, or lost it to a building that
33 the town did not want to see. She would encourage the purchase of this property, at this price.
34 She did not think it was a bad price. If the judgment of the court came down in favor of
35 affordable housing, it might be worth a whole lot more to the owners than the \$4.2 million they
36 were asking now. If the town owned the land, it had the right to decide what happened with it.
37 If, as Diane had said, it decided it wanted to put affordable housing on it, it could be done. The
38 town could do that. Or it could be used for baseball fields or whatever else we wanted to use it
39 for. If we did not own it, we had no right to determine its use. Ms. Schine encouraged the
40 members to vote to approve this resolution so they did not wind up regretting it later on as there
41 had been regrets about the purchase of Winslow Park. It could have been bought for \$600,000
42 and instead, the town ended up buying it for \$8 million. Longshore had been bought at the right
43 time; let's buy this while we can. The town had wanted it for 20 years and now we had the
44 opportunity, let's go for it, Ms. Schine said.

45

46 Mr. Rea said this changed a lot of the NIMBY arguments that once were heard. It looked like the

1 town was just protecting the school values and school properties had become very valuable
2 places to live next to. Mr. Rea said he just could not justify the amount of money the town
3 would be spending to buy this piece of property. It was expensive. He was not sure if we were
4 just not running away from a situation concerning the housing aspect. He did not think there was
5 any question that the school needed parking. But he was not convinced, as someone who had
6 been very involved in the Parks & Recreation and construction fields, that we had any
7 commitment or any serious plans to do anything in the way of playing fields there. The reason
8 Mr. Rea said that was, he read in the 8-24 “the site is adjacent to Long Lots School that
9 appropriately could be used for expanded parking and recreational facilities that could serve the
10 school and the neighborhood”. He did not want to put words in the Board of Education’s mouth
11 but with an elementary school and elementary specifications, he doubted their need for any
12 outside recreational facilities. If so, he assumed that they would have made that request earlier
13 so that the members could allocate it in this formula. The other part of the 8-24 said, “it could
14 serve the neighborhood”. He did not know a neighborhood that had been for athletic fields, it
15 just did not exist. So, Mr. Rea said, if the members thought they were voting for this for future
16 fields, he would say that he was having a difficult time figuring that out. He would like the First
17 Selectwoman to enlighten him. He said he was quite familiar with the report on fields, done five
18 or six years ago, but he saw no plans for playing fields, no vote by the Parks & Rec.
19 Commission. He assumed that that would have been testimony before an 8-24 hearing. His
20 point was, if this purchase was for fields, prove it.

21
22 Ms. Farrell answered, before addressing the fields, it was very important, as the members spoke
23 with their constituents and as they remembered this tonight, to bear in mind that this was a
24 priority purchase. She agreed that it was expensive. There was an opportunity to defray that
25 impact by looking at other pieces of land owned by the town and making a commitment to their
26 sale. There should be the recognition that this was a priority parcel but also that there would be
27 an effort made to bring down the price to a more reasonable level. She said that was how she
28 justified it. She had spent hours talking to attorneys with regard to the affordable housing issue,
29 and frankly, talking to her fellow selectmen in the Fairfield County area. Darien was talking
30 about buying 32 acres for \$23 million. That was because they were trying to purchase property
31 that Avalon currently held with the intention of creating affordable housing. Municipalities were
32 all dealing with this; Westport was not alone in that regard. Ms. Farrell said affordable housing
33 opportunities drove up the price of property. That had been documented in Orange, in
34 Greenwich and in what Darien was doing right now. She thought the way the towns were able to
35 counter that was to go to the list created by the Land Acquisition Committee and make a
36 commitment to sell some land. It was not the Burr Farms property that everyone remembered
37 and regretted now. These were properties that had been looked at painstakingly by the staff as
38 well as people like Lois Schine and Lois Porro to make sure that there would not be any future
39 negative impact if the town did sell them. Ms. Farrell said there was a quid pro quo there that the
40 town needed to commit to and she definitely would do that. She would bring that request before
41 the Planning & Zoning Commission and back to the RTM. She then thanked Ms. Shelton for
42 mentioning, in her report, that the speaker had been soliciting support for the notion of selling
43 some town land to help defray the cost of what, she would call, a priority purchase. Now, she
44 said, with regard to fields. She knows that the members had read the findings and were
45 concerned about the reference to “neighborhood”. Those were “findings”, she said, and she
46 would not want to get “hung up” on the word “neighborhood” because in her conversations with

the Planning & Zoning Director, as well as having heard the discussion of the Planning & Zoning Commission at the time of the 8-24 request, she would say that it was more of a semantic argument. She noted that directly below that was the Conservation Commission reference that they supported the purchase, the fire department supported the purchase and the police department supported the purchase. What was important was that third section that actually said "recommendations". What they said there was very much open to the possibility of fields. The members probably remembered that in November 1998, the Parks & Rec. Commission had released a field inventory report that was, in fact, created to support the efforts they had going on the Wakeman property as part of the new Bedford Middle School project. There was a field inventory, she said, that talked about the projection of what was going to be needed. If one went to the capital forecast, one would see funds, not this year, dedicated to the purpose of creating additional playing fields. Ms. Farrell said Mr. Rea was right, she did not have an 8-24 in her hip pocket for fields right now and, frankly, not everybody agreed that that was necessarily the first fiscal priority that the town should have. Also, that it was not necessarily a priority for that property. There were folks, she said, who would like to bank the balance. That was a discussion that would have to take place at a later date. She hoped she had addressed Mr. Rea's concerns. She said again that we needed to commit to selling some land to defray this purchase price.

Mr. Rea thanked the First Selectwoman for explaining the town's position. However, he remained convinced that the town should not be in the real estate business, it did not do it well. There should be a specific use for the majority of the property. He could be comfortable if the administration had gone forward for the 8-24 that included fields or that the Parks & Rec. Commission had voted on it, or that there were specific funds earmarked for it, and could justify the \$3 million for the balance of that property. He said he did not feel that and thought that the town was going to speculate with the land. We would be better off not owning it, he concluded.

Mr. Joseloff said that Mr. Miklus had pointed out to him that the fact he had noted at the outset when the resolution had been read, and a technical correction needed to be made to the resolution. He asked the body's unanimous consent without objection to add, at the end of Section 1, the words "and appropriate \$470,000 from the Real Property Acquisition Fund Fund Balance". That would make the resolution conform to the call as to the breakdown of how the money would be appropriated. Hearing no objection, the Moderator said the amendment was so made.

Mr. William Meyer said, to add to Mr. Rea's comments about fields, there was a wonderful editorial in the Westport News last week. It pointed out the shortage of fields and tied in with the purchase of this property and its possible asset as playing fields. In Westport there were twice as many youngsters in kindergarten as had graduated high school. As someone who was very involved with sports activities, Mr. Meyer said he knew how important that was. At the Education Committee meeting, Mr. Rubin had made quite a point of how important that was. He looked at it as more than just for the school. He looked at it as a way of using the acreage for something very important. He then quoted the Westport News, "Open space, school enrollment and a shortage of athletic fields are already at a critical juncture. Approval of the funds would help solve school and community's recreation needs". Mr. Meyer felt strongly that this purchase was not just concerned with the school but also space for much needed fields.

Mr. Jensen had some questions about the additional costs the town would incur with the purchase of this property. Apparently there was an estimate of between \$160,000 and \$500,000 for remediation. He asked how those numbers had been arrived at and at what time.

Ms. Farrell answered those numbers had been generated by the environmental consultants, E.R.L.

Mr. Jensen then asked at what time would it be known whether it would be \$160,000 or \$500,000?

Assistant Town Attorney Michael Toma replied, the breakdown the town had been given today was structured in a two-part scenario. The first called for a price of \$500,000 for removal of all the contaminated fill on the site. The specificity of that was as follows: "The cost of the contaminated soil removal project is estimated now to exceed \$500,000." Mr. Toma believed that that figure would be firmed up somewhat in the coming days although he thought it was a relatively good indication of what the eventual cost would be. The second scenario, he said, had to do with capping a portion of the contaminated soil under a parking lot. The estimate for that was given at \$150,000. The variables that were not able to be put together with any specificity at this time included the following: It was not known by the environmental consultant how much it would cost the hauling contractor to haul the contaminated waste off the site. The consultant was working with a range of prices of from anywhere from \$100,000 to \$200,000 per ton. That, obviously, would give a range which, when they had more definite information and some concrete quotes, would then give them a firmer figure. Mr. Toma said one of the other assumptions was that fill at a depth of two feet would be removed equally across the property. That was an assumption that might change. It might not be necessary to go as deep as two feet in every portion of the property and might only have to go to six inches in some areas. That might result in a lower figure. While they were estimates that probably were within striking distance of the actual cost, there was some play and they would be getting closer numbers in the next few days, he said.

Mr. Jensen asked Ms. Farrell if she intended to ask the seller to reimburse some of those costs and she answered, yes. Mr. Jensen pointed out that the installation of three inches of asphalt was unusual. Normally there was only one or one and a half inch of asphalt on a parking lot. He asked what the additional cost was for the extra one and half inches? Mr. Edwards said about \$100,000. Mr. Jensen said if the town was going to have to spend additional money for capping, would that also be included in the request for reimbursement, and Ms. Farrell answered, yes. With regard to the selling of additional lots, Ms. Farrell had said she would try to sell a lot. It seemed to him that selling one lot might bring in \$400,000 to \$500,000 and would not make a dent in this purchase price. He asked if the intention was to sell more than one lot and what was the administration's goal for trying to offset this cost? Why couldn't we use that money to offset the bonding costs? It probably would not be bonded for another year or so, so why not just wait and bond whatever the remainder was, he asked.

Ms. Farrell said she had mentioned two lots. One, Maplewood, was identified in the Land Acquisition Committee report. The second that might become available to us if we bought the Jaeger property was on Meadowbrook. She said she had neglected to mention Waterside Terrace

1 at Longshore, the interior lots, as a possibility. She said she would caution that the lots at
2 Longshore were already complex because of their inability to access fresh water rights right now.
3 She said they had to take a look at what the details were that were involved with the sale of those
4 lots. Ms. Farrell added, in terms of the specific monetary goal, an excellent question, she said
5 she did not have a specific monetary goal simply because she had been looking more at the lots
6 that were available for sale and wanting to maximize the sale price to the town. It would be
7 difficult for her, right now, to give that estimate. She could just say the goal would be to work
8 towards selling the lots that it was felt would not be a hardship to the town in the future. There
9 was another complex aspect which was the Real Property Acquisition Fund. The members might
10 recall, and she thought it had been when Winslow Park had been purchased, there had been an
11 agreement made that the sale of other town property would go into what was then created as the
12 Real Property Acquisition Fund. It would not go to the General Fund first but be placed in the
13 special fund for future purchases of property, she said.

14
15 Town Finance Director Don Miklus added that the town could issue notes as Mr. Jensen
16 suggested. However, the interest rates right now were a very favorable market. He did not think
17 he could predict what the interest rates would be a year or two from now. The goal would be to
18 bond this project, the interest rate right now would be somewhere in the 4.5% range, which was a
19 very low rate. If a portion of the property were to be sold somewhere down the line before the
20 bonds had been paid off, there would be several options available. The IRS stipulated a dollar
21 amount of 5% or less of the total bond issue, somewhere around \$27 million, which would
22 include some school projects, sewer projects and the acquisition of this property, if the sale of
23 any property went to private activity, as would be the case here, there would be no tax
24 consequence and the town could do whatever it so chose to with the money. As Ms. Farrell had
25 pointed out, the policy had been that the funds from the sale of any property would be deposited
26 in the Real Property Acquisition Fund and re-appropriated back out for future land acquisitions
27 to reduce the bonding costs. The second option would be to call some bonds that had been
28 issued 10-years or more ago. As the town issued bonds, a 10-year call feature was put in them,
29 which meant the town could call the bonds, at par, after 10 years. So the moneys could then be
30 paid to call some of the bonds issued 10 years ago and therefore reduce the outstanding amount
31 on that issue. Mr. Miklus said there were several options available, but, as he had said, with the
32 interest rates as favorable as they were right now, he thought it would be wise to go out and
33 finance this project.

34
35 Mr. Jensen recommended that the First Selectwoman negotiate with the buyer to reimburse the
36 town for all the costs of the remediation and also for the additional cost of the asphalt to cap the
37 waste.

38
39 Ms. Edwards commended the First Selectwoman for pledging to sell non-essential properties but
40 she did not know if it was such a great idea to tie the income back to the outcome of this
41 particular acquisition. She thought that, based on the amount of money the town had been
42 spending, we should look at selling off all non-essential properties anyway and look at the Jaeger
43 acquisition as a separate issue.

44
45 Mr. Gilbertie felt the town was in a very strong position for accommodation. We needed that
46 property for parking and safety purposes for the school. But, we did not need it all, only a couple

1 of acres. A very strong case could be made, probably succeeding in court, with a condemnation
2 proceeding. Why did we need all of the property? We did not. He did not think the town was
3 being strong enough. Let's tell the Jaegers we were going to take 2.5 acres, whatever we needed
4 to relieve the parking and traffic problems at the school, and then if they wanted to do affordable
5 housing with the rest, they could go ahead. Mr. Gilbertie did not think the town was being "hard
6 ball" enough. He would like to see the town be a little stronger. He thought it was too much
7 money. As for the Maplewood Ave. lot, the Seiden administration had tried to sell that piece of
8 property to offset the building of the library. The Hauhuth administration tried to sell that same
9 piece of property to offset the acquisition of Winslow Park. In both cases, they had been
10 unsuccessful because they were trying to take the last vestige of open space in that neighborhood
11 away from the kids. In fact, Mr. Gilbertie said, had spoken at both of those hearings before the
12 Planning & Zoning Commission and, at the second one, the Commission had said it was the
13 second time that proposal had come before them and to prevent it coming back again, they would
14 declare it to be a park. He said if his recollection was correct, that lot was a park on Maplewood
15 Ave. He did not think it was possible to sell a park. If the administration could sell it, they
16 would be taking it away from the kids. It was the only place they had to play. In the winter they
17 could be seen sleigh riding from the road down into a valley. It was a very safe area because it
18 went away from the road. It was the only place they had to sleigh ride in that whole area and
19 there were a lot of kids living around there. The speaker said he could not agree with the concept
20 of selling off Maplewood Ave. to offset the expense of this property. He would rather not see
21 that happen. But, he said, on the other hand, he did not think the town was taking a strong
22 enough position with a condemnation procedure, which should be done. We needed the 2.2 acres
23 to alleviate the parking and traffic problems at the school. Let's go the condemnation route; it
24 was our strong suit, our leverage. Then, Mr. Gilbertie said, if they wanted to build affordable
25 housing on the rest of the property, let them go ahead.

26

27 Mr. Klinge was the next speaker and he said he was very comfortable with going ahead and
28 appropriating the funds with which to buy this property for three basic reasons. One was the
29 much-discussed educational necessity for parking. The second was, to once again maximize our
30 control, flexibility and right to decide how the town wanted to use this property. And thirdly, it
31 gave the First Selectwoman a lot of bargaining power, putting more chips on the table, when it
32 came down to the final contractual negotiations, including things like remediation, asphalt
33 topping and so on. Having said that, Mr. Klinge continued, he did feel there was a great need for
34 a moratorium on land acquisition and heavy capital expenses in Westport. We needed to step
35 back and let this be the last for awhile until we had a sense of what we had, what could be
36 disposed of, re-prioritize what was out there and just digest all the investments we had been
37 making over the last few years. Mr. Klinge felt a moratorium would be appropriate. He also
38 thought this property was so valuable the town should move on Jaeger and then just take a deep
39 breath. He said everyone had been like kids in a candy store for a couple of years now and there
40 was always a better candy bar for the buying. The time had come to put our hands in our pockets
41 and put our nickels, dimes and quarters back in our purse and just sit and evaluate. Mr. Klinge
42 said he was in favor of selling off town property and creative financing of this acquisition. It
43 would permit us to even sell some of the Jaeger property if need be in the near future, or even 10
44 years from now. If the town truly wanted to view it for fields, and that was probably a viable
45 opportunity and possibility, he would not want anything to be done in terms of laying out a
46 parking lot of 2.2 acres before we also had some sense of how the fields would fit into the

1 remaining 4.5 acres. Let us not lose flexibility in the rush to put down tons of asphalt. Let's try
2 to do a little bit of planning with the whole 6.5 acres in mind, recognizing that we would like to
3 have the parking facility ready by Aug. 2002 for Long Lots. He believed that all of those things
4 could be done and the first step tonight was to appropriate the \$4.2 million from the various
5 sources and move forward.

6
7 Mr. Wally Meyer was certainly in favor of the acquisition of this property but he wanted to add
8 something to what the First Selectwoman had said in reference to Ms. Sheffer's questions
9 regarding affordable housing. As a member of the Human Services Committee, he said he had
10 contacted the Westport Housing Authority and suggested to them that they hold a meeting to at
11 least look at what might properly be done at the Jaeger site. Frank Basler, the chairman, agreed
12 that their next meeting would be devoted to looking at possible uses of the Jaeger property.
13 Perhaps it could be somewhat like the Hidden Brook project which had been so successful. Mr.
14 Meyer liked the term that Lois Porro had used, "municipal affordable housing". Municipal
15 affordable housing was much more realistic, and really provided a much better approach for the
16 people in town who would be utilizing that type of housing. As far as possible uses for the
17 property, he thought Mr. Klinge was right in saying we were not talking today, nor should we be,
18 as advocates for possible uses. He was sure there were as many people in this room who would
19 be in favor of affordable housing as would be in favor of playing fields. He thought what the
20 concern today was the yes or no as far as the acquisition of the property. Mr. Meyer concluded
21 saying he was in favor of it.

22
23 Mr. Lowenstein said, continuing the theme just spoken of by Mr. Klinge and Mr. Meyer, there
24 were other uses for this property. He asked Ms. Farrell about the contemplated use for the home
25 on the property.

26
27 Ms. Farrell said, as she had mentioned before, the home was currently leased out and occupied.
28 It offered a small revenue opportunity relative to the purchase price. Again, the layout of the
29 parking had to be looked at and the traffic pattern as it related to the schools need for buses
30 picking up and dropping off. The building was obviously viable. Mr. Edwards had been through
31 it with his crew. It had been suggested to her that there might be an opportunity for it to remain
32 residential and perhaps become affordable housing, obviously on a very small scale. It was a
33 modest sized house and would not have any impact on the neighborhood in terms of traffic and
34 overall population increase. She said it was an option that could be looked at. Given its location
35 as it related to the school, it might also be something that the Board of Education would want to
36 look at to see if they had any need to expand their administrative services and might choose to
37 take advantage of that building as an adjunct to the school. Ms. Farrell said she did not have a
38 specific answer as yet but those were certainly options that needed to be explored. She
39 personally believed there was a value to having the structure remain for one purpose or another.

40
41 Mr. Lowenstein said he would assume, based on Ms. Farrell's comments, that should the town
42 acquire the property, the house would be maintained in good order and not become rundown.
43 (Ms. Farrell nodded in the affirmative.) Mr. Klinge spoke of leaving the placement of the
44 parking lot open until other decisions could be made. In conversations with the Board of
45 Education, Mr. Lowenstein said he had received some assurances that he would like to have
46 publicly confirmed, that the placement of the parking lot for the school was not cast in asphalt

right now. If the town had other needs for that property, including affordable housing or fields, some creative approaches could be taken with the placement of the parking lot, he said.

Superintendent of Schools Dr. Elliot Landon responded saying he could assure the members that they would work cooperatively and collaboratively with the town to develop the parking in such a way that it enhanced municipal uses as well.

Mr. Lowenstein said that was satisfactory and he thanked Dr. Landon. He wanted to comment about what had been said about the town being a poor landlord. His observation about the Town of Westport was that the town was a very good landlord when it came to affordable housing. Certainly a much better landlord than private interests were who really had only one interest and that was maximizing their properties. Mr. Lowenstein would trust the town more than anybody else except maybe another non-profit, to run affordable housing in this town.

Dr. Rome referred to Ms. Farrell's statement about having to remove the greenhouses before firm estimates could be given for the cleanup. She asked what the time for that was.

Ms. Farrell said she might have been misleading. The remediation effort could not be done without removing the greenhouses. If one walked the property, it would be seen that the greenhouses were dilapidated with most of the traditional cover gone. She noted that there was a wonderful family of deer residing in the greenhouse right now which was charming for those people in town who still liked deer. In this case, the remediation effort had to be done in tandem with the dismantling of the greenhouses and the other ancillary buildings between the greenhouses and the property that abutted the Long Lots School. In the speaker's opinion, the remediation project would be a part of the creation of the parking lot. As had been mentioned previously, the Board of Education would anticipate beginning that parking lot project in the spring of 2002, she said.

Dr. Rome then said, in terms of having relatively firm estimates of the cost in regard to the negotiations, what was the First Selectwoman's plan as to having those figures?

The First Selectwoman said, in the interest of time and, again, remembering the court calendar, which, to a degree, had everybody working diligently, they would get firmer numbers from their consultants over the next few days. She had a meeting tomorrow, in fact, with one of the attorneys representing his clients in the affordable housing case, along with Mike Toma. She said they would immediately begin the process. It was complex because the property, while owned by the Jaegers, was part of a partnership so there were, in fact, four separate entities. For the record, she said, the Jaegers, Sarah and Jonathan, were brother and sister so there were four separate parties that had to begin to negotiate this and it would begin in earnest tomorrow.

Ms. Waxman said a lot of wishes, desires and needs had been heard tonight regarding the Jaeger property. Every department would have some desire. The main desire was the purchase of the property. She was content that there were enough wishes and desires that could be settled on at a future date. We had to buy that property. She had learned a lot of words while serving on the RTM and two of her favorites were land banking and value engineering. Value engineering was not part of this topic but land banking was. It could be decided at a future date what would be

done with it but let's buy it, please, tonight, she said.

Ms. Shelton said there was no doubt in her mind that the town needed to acquire 2.2 acres to alleviate what had been described as a desperate parking problem at Long Lots. She thought it would also be very nice if the town acquired the rest of the property so it could be used for athletic fields or any number of other municipal needs. But she did not feel comfortable tonight being asked to appropriate something knowing that the administration was still negotiating. It felt a lot like writing a blank check. She said she was trying to find a way to resolve that feeling and had come up with a few different options. One was to say that the town would do the cleanup and just reduce the purchase price by \$.5 million, which she did not think would help the negotiations. Another option would be to add a contingency to the appropriation. Ms. Shelton said the RTM had been advised, many times, by our Town Attorney and Assistant Town Attorney, not to do that. She would ask Mr. Toma for his opinion if the members were to do that in order to send a message to the sellers that they agreed with the First Selectwoman's position of the seller taking care of the environmental cleanup. The words that she would suggest, which would come at the end of the first paragraph of the resolution, were "Provided that the sellers agreed to pay the cost of the environmental cleanup of the property". Ms. Shelton asked for the opinion of the Assistant Town Attorney. She thought it was consistent with what the First Selectwoman had suggested when she indicated that she would not sign a contract until that issue was resolved anyway and would come back to us if she needed more funds. But Ms. Shelton thought it would also send a very strong message to the sellers that that was our intent. It was not to buy this at any price, it would be to buy it at the \$4.2 million discussed at committee level, which, frankly, she said, she believed was already high. She also would ask that the First Selectwoman preserve our right to condemn the property since if this negotiation fell apart then perhaps what the town should do was condemn whatever was needed. Maybe it was not 6.5 acres. Maybe it was 2.2 plus another acre for fields. Maybe it was four acres. Ms. Shelton again asked for comment from the First Selectwoman and/or the Assistant Town Attorney.

Mr. Toma answered, as he and the Town Attorney, Ira Bloom, had stated in the past, contingent appropriations really did not have binding effect on the administration. Once an appropriation was made, the First Selectwoman could spend the money. The contingency really operated as a sense of the meeting resolution where the RTM was giving guidance and recommendations to the administration. It would have, obviously, a persuasive effect and could be used by Ms. Farrell to negotiate with the sellers. Mr. Toma said, technically speaking, it would not be something that would bind her operations.

Ms. Shelton said, so that she understood it, if she were to move to add that language, it would be equivalent to a sense of the meeting resolution. She asked if that was the case and Mr. Toma said yes. Given that, she said, she moved to add to the end of the first paragraph of the resolution the words: "Provided that the sellers agree to pay the cost of environmental cleanup on the property". The motion was seconded.

Mr. Joseloff said the debate would now turn to the amendment just moved and seconded.

Mr. Raines raised a point of information and asked about the influence the amendment would have on the negotiations. Would that make it an all or nothing situation, he asked.

Ms. Farrell answered, what effectively Mr. Raines was asking was, if the town was not able to achieve a negotiation calling for the full responsibility to fall to the seller, would that then negate the RTM's action this evening? She asked him if that was his question and he said yes.

Mr. Toma thought it would not negate the action. If the First Selectwoman were able to finalize the negotiation but not able to achieve full reimbursement, the town could still legally purchase the property on the strength of the appropriation tonight. The contingency, as he had said, would operate as something to encourage her to exercise her due diligence in trying to achieve but it would not guarantee that it would be achieved. Mr. Toma said it would not mean the end of the deal. He did not believe that the deal could not go forward if Ms. Farrell was not using her best efforts to achieve that.

The Moderator said, in other words, if it turned out that there were remediation costs and the town agreed to share that cost, as we already heard the First Selectwoman say, she would come back to the RTM prior to signing any contract, and in effect ask permission or ask the Board of Finance and the RTM for the appropriation to pay for that. He guessed there was a double guarantee.

Ms. Brenda Lamb spoke once more and said she had had discussions with one of the members of the Jaeger family. It seemed they were under some financial duress to sell this property for the highest possible value. She felt that the motion to amend would tie Ms. Farrell's hands. Anyone who had seen the state of the property would doubt that they had the kind of money to fix it up as part of the deal, she said.

Ms. Lois Porro too, did not support the motion. She would prefer a vote on the resolution before the meeting leaving it to the negotiators to do their best work. If Ms. Farrell had decided that she would come back to talk about it, if she was not successful in getting them to agree to do all of the remediation work, it could be discussed at that time, Ms. Porro said.

Mr. Rubin said, in spite of what he might hear, he would feel very uncomfortable tying the hands of, or micro-manipulating, the negotiators. From what he had experienced in the past, caps or stipulations or clauses such as this would put the negotiators in jeopardy. It would put our plan in jeopardy. He believed the RTM should stick to the original issue and vote the amendment down.

Mr. Rea did not think the motion helped. What really helped the First Selectwoman and the taxpayer in this situation, and what really helped all of us collectively who had different dreams and visions about potentially some other use on the other part of the property, was to turn it down. This was too costly, too polluted and too much. He said they were playing fast and loose with taxpayers' dollars and speculating a lot. Turn it down; let the First Selectwoman and her administration negotiate a better deal. All would feel better about it in the morning, he concluded.

Ms. Wenig said, unfortunately, as they had been told, the best that the proposed amendment did was to give the sense of the body; it did not tie anybody's hands, except ours. What this deal did

1 for the RTM was to tie its hands to a \$4.7 million purchase, in two bites, \$4.2 million to start
2 with for the purchase price and then another \$.5 million, which ordinarily the seller was liable
3 for. There had been a house near her that was offered for \$1 million. It had been determined that
4 the cost for remediation was \$100,000 and that came off of the \$1 million purchase price. She
5 did not see why the cost for remediation, in this situation, did not come off the purchase price.
6 Therefore, if Ms. Wenig had her way, she would amend the appropriation to read \$4.2 million
7 minus the cost of remediation. That was not conditional, that's for sure. The reduction would be
8 based on whether the remediation cost was \$1.6 million or \$.5 million. But, she agreed with Mr.
9 Gilbertie except she would phrase it rather differently. She did not think that the town had not
10 been "hard ball" enough, it had not been "soft ball" enough. She said she was still looking at
11 that donation of two acres. We were only 2/10ths of an acre apart. There might be some
12 conditions with respect to those two acres but those conditions could be negotiated. Ms. Wenig
13 also did not understand the partnership deal. On the one hand she heard that it was not known
14 what the partnership deal was, on the other hand, we knew who the partners were. If the
15 partnerships were in litigation with the town, she would be surprised if our attorney did not,
16 through the necessary findings, depositions, etc., determine exactly what the pending deal was so
17 that we had some sense of the true value. Ms. Wenig then moved to table this issue until the
18 RTM had more information. We would have more information on the cost of remediation. We
19 would have more information on the promise of the donation of two acres. We would possibly
20 have more information on the negotiation with respect to private developers developing
21 affordable, she would hope rental and not sale, housing. She thought that the pressure of the
22 court date was not a real pressure. She did not know of judges who were unhappy to grant
23 extensions, particularly in a situation where negotiations were pending. Ms. Wenig suggested
24 tabling this item until the next meeting when there would be a lot more information. There was a
25 second to the motion to table.

26

27 Mr. Joseloff explained that a motion to table would end the entire debate. It was a motion that
28 was not debatable and required a simple majority.

29

30 Mr. Hymans rose to address a point of order. He thought the motion was to table the whole
31 thing. The members had now discussed it for a little over two and a half hours and he wondered
32 if that was progress. He asked if a majority vote would table the item? To which the Moderator
33 replied, that was correct.

34

35 By roll call vote, the motion to table was defeated 6-22. Those in favor were Ms. Edwards, Ms.
36 Wenig, Messrs: Harris, Gilbertie, Bodell and Rea.

37

38 Mr. Lowenstein asked the Moderator to clarify something he had said earlier which was, if the
39 First Selectwoman was unsuccessful in achieving remediation by the seller, and required money
40 for the town to do it, that would necessitate approval by both the Board of Finance and the RTM.

41

42 Mr. Joseloff responded that Ms. Farrell had pledged that she would come back and that was the
43 only place the money could come from.

44

45 Mr. Lowenstein believed that such an action considerably strengthened the power of the
46 negotiation by the First Selectwoman. The sellers knew that in order to sell this property, and get

the remediation paid for by the town, the matter would have to go back to the Board of Finance and to the RTM, two more steps. He said if he was a seller trying to get rid of some property, at a fair market price, and there were some contingencies raised in the discussions and he realized that the person across the table had the power to sign the contract right then if he agreed to pay certain expenses for remediation, versus the fact that if he insisted that person pay for it himself but had to get two more approvals, he would be inclined to go along with paying for it himself. A bird in the hand would be worth two in the bush in that case, he said.

Ms. Schine said before the members voted on the amendment, she simply would like to ask Ms. Farrell and Mr. Toma, because she assumed they had been speaking with those people about the purchase, if they felt that this amendment was in any way going to negatively impact their negotiations.

Ms. Farrell thought the sellers would be disappointed at the notion that there was no offer on the part of the town to pay part of the remediation costs. However, she did think that it was very important for the seller to understand the wishes of the funding bodies. If those wishes were that the town was paying a fair price for this property, that the town had taken no action that caused the contamination currently on that property, she thought it sent a very strong message to the seller relative to the negotiating point that she started from. Ms. Farrell hoped that that statement helped. She also had to say that if they had known what was under the ground at North Avenue when it came to contamination, she wondered if there would not have been the same discussion about too polluted and not this and not that. She thought a very responsible thing had been done here by identifying, admittedly on a less complex, smaller parcel than what had been dealt with on North Avenue, the upper-most liability that might be faced in the future as regarded the property.

Mr. Booth moved to call the question. The motion was seconded.

The Moderator stated that the motion to call the question was also not debatable and required a two-thirds majority for approval.

By a show of hands, the motion to call the question was approved, 23-5. Opposed were Ms. Shelton, Dr. Rome and Messrs: Rea, Malone and Rubin.

By roll call vote, the motion to amend Item #3 was approved 17-11. Those opposed were Ms. Waxman, Dr. Rome, Messrs: Scheffler, Gilbertie, Rubin, Wally Meyer, Hymans, Lowenstein, Haffner, Klinge and William Meyer.

The debate resumed on the amended resolution.

Mr. Gilbertie asked if the town did purchase the property, would there be problems because of removing the deer that were living there? There might be animal lovers who might object to our disrupting their habitat. He did not know if the federal government would step in. Mr. Gilbertie then moved to reduce the appropriation to cover the purchase of just 2.2 acres of the property since that was all the town needed.

Mr. Joseloff told the speaker that the only thing he could do was to move to reduce the appropriation by a certain amount. That was within the authority of the RTM. It would not be in order to limit the resolution to the amount of acreage. The RTM was being asked to approve an appropriation, he said.

Mr. Gilbertie pointed out that the town could condemn just 2.2 acres. He then made such a motion and Mr. Joseloff advised that that, too, was out of order. Mr. Gilbertie then moved to reduce the appropriation to \$1.5 million. The motion did not receive a second.

Mr. Rea said the members had now pretty much tied the First Selectwoman's hands in the negotiations. He thought she might feel a little undermined with the environmental cap. (Ms. Farrell shook her head no.) Ms. Wenig had been right, when one bought a house they received assurances, it was state law that the owners had to clean up sites. He agreed, the town's eyes were wide open in this case and had not been on the last one and the costs were never ending. So far all that had been talked about was capping and removing. There had been no mention of trucking costs or insuring the mess. Mr. Rea suggested that the best way to do this was to turn it down. He knew that this was farmland and had been assessed as farmland back in 1995. The land records showed that it had passed title for \$900,000. We were not trying to steal property. This was expensive. He said the members should send the administration back; there were a lot of concerns. It would be read, "environmental price". He thought there was no option tonight.

Ms. Farrell thought it was important that the RTM send the message that it felt the clean up costs were the responsibility of the property owner. That was how she interpreted the action of the body. In fact, the trucking costs and the other items Mr. Rea had mentioned were part of the estimate given by the consultants. So that was taken care of. Ms. Farrell did not really think that there was any benefit to turning down the appropriation request from a negotiating standpoint. It was a number that had been arrived at on the basis of some careful thought, by both sides, in a spirit of cooperation. She said she would not go through all the rationale she had already explained. In this case, she did not think the town was advantaged by the RTM's turning this down from a negotiating standpoint. However, she did believe the message the RTM sent by suggesting that it was the responsibility of the seller, was a helpful negotiating point. Ms. Farrell could not guarantee that she would be completely successful but that was what happened in negotiations. With the support of the RTM, she felt she was in a better position.

Mr. Bodell said, during the course of the debate this evening, the remark had been made that the RTM was now seen as part of the negotiations. Substantively, as part of the negotiations was to identify with the term that the seller was making. By that he meant that since we were confronted with litigation, he could only assume that the lawyers for the Jaegers were telling their clients that they had a reasonable chance of success in court, and the Selectwoman had already indicated, the experience had been, to her knowledge, that they had been successful in similar cases, and we were at a point where we were negotiating to prevent the outcome of a court judgment against the town. Nevertheless, given that, it, of course, raised the price of the property. It had been stated that there was an overwhelming need to acquire this property. So, under the circumstances of the case, it seemed to Mr. Bodell that put in this posture, we were not really dealing with all the strength we would otherwise have but nevertheless we had to go forward with this in spite of the fact that the cost was probably more than we should pay. The

needs that had been explained this evening were greater than the necessity of paying a lower price under the circumstances. What he would like to have assurance about, however, was that we were not negotiating through some sort of speculation. Were they firm in their commitment to us and would they dismiss their case and walk away and therefore have no further claim that they could make before a judicial body? That was really what concerned him, he concluded.

Mr. Toma pointed out that the litigation was a risk to both parties. Neither wanted to go to court. The sellers ran the risk of losing the case, which would only strengthen the town's position with respect to possible condemnation in the future and with what the purchase price would be in a condemnation action. So, he said, the purchase price was not significantly affected by the fact that there was this litigation hanging over our heads. Mr. Toma felt the town had a strong case in that the P. & Z. had enunciated many specific reasons why an affordable housing project was not appropriate for that site. They did not feel that they were at a disadvantage in the litigation. Mr. Toma said the town knew it was not an easy case to win but did not feel it was a lost cause either. He said there was wording in the contract that said that if an agreement was reached, the litigation would be withdrawn.

By roll call vote, the amended resolution was approved 24-4. Those opposed were Ms. Slez, Ms. Wenig and Messrs: Gilbertie and Rea.

The meeting was adjourned at 11:15 p.m.

Respectfully submitted,

Patricia H. Strauss
Town Clerk

By Edna Yergin, Secretary