

MINUTES OF THE REGULAR MEETING
CITY OF STAMFORD, CONNECTICUT
URBAN REDEVELOPMENT COMMISSION
THURSDAY, DECEMBER 12, 2013

1. At 6:08pm, Chairman Christopher D. Meek called the regular meeting to order. The following were in attendance:

Commissioners:

Christopher D. Meek, Chairman
Peter Sciarretta, Vice Chairman
Michaëlle Jean-Pierre, Secretary/Treasurer
Taylor R. Molgano
Mayra M. Rios

Staff:

Dr. Tommie Jackson, Executive Director
Rachel Goldberg, General Counsel
Durelle Alexander

Other Attendees:

Attorney Nick Vitti, Jr., Cacace, Tusch & Santagata

Chairman Meek made a motion to address the agenda items out of order. The motion was seconded by Commissioner Molgano and carried by unanimous vote.

3. Correspondence/Communications

None at this time.

4. Announcements/Media Update

None at this time.

5. Southeast Quadrant/Legal Counsel Informational Reports

(i) **Trinity, Including Loan Agreement** – Attorney Goldberg distributed a letter she sent on November 26, 2013 to Trinity President Patrick Lee following her review of the contract documents. Attorney Goldberg said, “The issue to be resolved between us was that Trinity had submitted a request indicating they had complied with the provisions in the 2nd Amendment to the Land Disposition Agreement (LDA) to get their \$400,000 credit. I told them in the letter that they have not. While they did issue a Notice to Proceed to their general contractor and the general contractor has signed a contract with Blakeslee who is the pre-cast parking garage construction sub-contractor, they have not given that sub-contractor the requisite written Notice to Proceed and, until they do, the \$400,000 is not due.” Attorney Goldberg noted that she and the Executive Director had talked about a variety of alternative ways in which to handle the payment of \$400,000 to Trinity.

(ii) **Re-Use Parcel 38** – Attorney Goldberg said at the last meeting that she and Dr. Jackson had met with Tom Rich and his attorney Michael Cacace and talked about a variety of items. They requested, and were provided, copies of the 1970 contract between the City, the URC, and Stamford New-Urban Corporation (SNUC) which was the original prime developer of the Southeast Quadrant. Attorney Goldberg said, “I have gone through both the contract and its amendments and the existing Urban Renewal Plan and met with Attorney Cacace and his Associate, Attorney Jane Freeman. Together we have identified a variety of provisions in the contract that don’t apply because of the manner in which Tom Rich and his partners will be taking title to Parcel 38 and I’ve agreed to provide a Lawyer’s Letter in this regard. As soon as we agree on what doesn’t apply, I will issue that letter.”

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Attorney Goldberg continued, “There are lots of things that do apply and one of the things I will be saying in the Lawyer’s Letter is that, based on the language in the original contract and its amendments, there are time periods for the submission, review and approval of plans based on 1970 time frames that aren’t relevant today. Because the City, although they are a party to that contract, doesn’t have any role in reviewing and approving plans that get submitted to the Agency, the Commission and the Redeveloper can agree on a shorter time-frame. In addition, we’ve identified a number of items in the Southeast Quadrant that have to be amended in order for the project as currently envisioned to go forward.” Attorney Cacace will be submitting a package of materials that will identify the changes they are requesting the Commission make in the next few weeks. These will be major plan changes that will subsequently have to go to the Planning Board and the full Board of Representatives for approval. Executive Director Jackson said, for the record, “In our meeting with Mr. Rich and Attorney Cacace, we talked about fast-tracking the process and even doing some things simultaneously to insure that their goals in getting things done would not be delayed by anything done by the URC or any other City agency.”

2. Approval of Minutes

(a) **October 10, 2013 Annual Meeting** – Commissioner Sciarretta made a motion to approve the minutes. The motion was seconded by Commissioner Jean-Pierre and carried by unanimous vote.

(b) **October 10, 2013 Regular Meeting** – Commissioner Sciarretta made a motion to approve the minutes. The motion was seconded by Commissioner Jean-Pierre and carried by unanimous vote.

(c) **October 30, 2013 Special Meeting** – Approval of the minutes was tabled, pending revisions.

(d) **November 14, 2013 Regular Meeting** – Approval of the minutes was tabled.

6. Agency Administration

(a) **Chairpersons Report/Discussion** – None at this time.

(b) **Budget/Status of Reimbursables** – Executive Director Jackson reported he had sent the Commissioners a cash-flow report; further, that he had met with the City Controller to discuss the status of payments due for work done by Attorney Goldberg and URC staff on the Stamford Urban Transitway Project, totaling over \$75,000. He also met with Director of Operations Ernie Orgera, who noted that although the URC received monies from the City for the rental of specific parking lots, it may still be owed a portion of the monies from the parking lot violations (approximately \$10,000). Work is on-going to expedite payment of all outstanding receivables.

(c) **Personnel/General Counsel Classification** – Attorney Goldberg requested that discussion be held in Open Session. Commissioner Sciarretta, a member of the Personnel Committee, reported the he had reached out to Attorney Goldberg to see how she was doing with regard to her position being changed from full time to part time. Attorney Goldberg indicated she still had questions. A Personnel Committee meeting was held at 4:30pm today, December 12, 2013 to address these questions. Attending the Committee meeting were Commissioners Sciarretta and Molgano, Executive Director Jackson, Attorney Goldberg and Durrelle Alexander.

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Commissioner Sciarretta said, “Our goal was to listen to Rachel, which we did. Her goal and objective was for us to come to a consensus so that the Personnel Committee could make a recommendation to the Commission for a vote this evening. Clearly, that did not happen. Although we couldn’t come to a consensus, we did in my opinion make positive moves forward since my goal was to ask Rachel what we needed to do to keep her here. Rachel made a proposal and then, at the end of the meeting, said if she did not have that agreement she would have no choice but to leave on December 24, 2013. I responded that I was sure that the Executive Director along with the General Counsel could get creative so that we could execute this Board’s unanimous decision for the position to go to part time, tabling one or two topics for the future. My goal was to carry out this Board’s decision, which I think we did, and my goal was also to do what’s best for the URC, and to find a package that worked to keep Rachel.” Chairman Meek stated, for the record, that “there has been no discussion by this Commission in its entirety regarding any package.”

Executive Director Jackson referred to a letter he had sent to Attorney Goldberg on November 22, 2013, to be corrected and/or amended as follows: (a) paragraph #3, for purposes of clarification, on a pro rata basis at 20 hours a week, her weekly salary would equal \$1,786.55 per week, \$92,900.57 annually; (b) paragraph #4, for purposes of clarification, what is being recommended by the Personnel Committee is that Attorney Goldberg’s contribution to the pension plan of 7.5% will remain based upon the \$92,900.57 as long as she continues to contribute 5%; (c) starting at sentence #2 in the same paragraph, the Personnel Committee and Attorney Goldberg have agreed that the contribution that she pays for health insurance will increase to 14½% as opposed to 17% stated in the November 22nd letter (she is currently paying 12%). Chairman Meek asked where the 12% figure came from. Attorney Goldberg responded that all of the lawyers in the City’s Law Department currently pay 12%. Dr. Jackson continued, “Where the sentence reads you will remain eligible for vacation, sick leave, personal leave & holidays on a pro rata basis, there is a typo that will be corrected - .571% should be changed to 57.14%.”

Commissioner Sciarretta said, “We were able to get this far. Then there are the last two items in Rachel’s proposal: (i) the three-month (90-day) separation payment in Rachel’s hiring letter totaling \$56,277.90, and (ii) the Personnel Policy which outlines the work force reduction policy, in which she is proposing one month’s salary per thirty (30) years. Then she proposed one month for twelve (12) years under the assumption that that’s what we all thought it should be. Where we differ between 12 years and 30 years, her proposal was that we would go to arbitration to decide who was right and how many years. Those were the proposals we did not come to a consensus on.” Commissioner Jean-Pierre asked, “The question of whether the separation agreement was actually triggered – is that going to be discussed in arbitration as well?” Commissioner Sciarretta responded, “Rachel contends that there is no question it has been and I have been trying to say all along that I don’t think it is because by no means in my opinion is she terminated; it’s a change of position.” Executive Director Jackson asked for a motion to accept the items which had been clarified in the November 22, 2013 letter. The Chairman reviewed the changes again. Commissioner Sciarretta made a motion to approve the changes recommended by the Personnel Committee on this date to the November 22, 2013 letter. Since the Board had additional questions/comments, Commissioner Sciarretta withdrew the motion.

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Chairman Meek said, “I want to go on the record and be very clear that no position was terminated, nor was any new position created. It was a change from a permanent full time General Counsel position to a permanent part time General Counsel position. At no time in any discussions was the word ‘terminated’ or ‘new position’ ever brought up by any of the Commissioners. I want to be crystal clear on that for the record.”

Executive Director Jackson, in response to a comment made by Commissioner Rios concerning the wording of the change from full time to part time, said the revised letter would use the following language: “change the position from full time General Counsel to part time General Counsel effective Monday, December 23, 2013.” Chairman Meek asked, “With this new letter being written, will it be dated December 13th effective thirty (30) days from then?” Commissioner Rios asked, “When does the 30 days kick in because I want to make sure we give the full 30 days’ notice.” Commissioner Sciarretta said, “Rachel said at the Personnel Committee meeting she was not willing to sign the letter even with all of these changes because of the last two items – reduction in work force and separation. Those two items I don’t believe will be able to be fully addressed to everyone’s satisfaction by the date of the 23rd so the Personnel Committee discussed Rachel accepting this letter with some language being added that the URC is acknowledging these open items and Rachel is not waiving her rights to fight for them, but is tabling these items for a specific period of time – 30, 60, or 90 days – giving us that amount of time to work things out. That was my proposal. Rachel agreed to it with a stipulation that on January 2nd, 2014 she receive a sum of money that reflected her sick time and vacation time. She did not want to wait to get that portion (\$26,390). Attorney Goldberg clarified her position and said, “I did not say I would sign that letter. I said I would agree to work part time with a separate letter that says you don’t waive your position; I don’t waive my position; we’ll spend the next period of time to try to resolve our differences, but I am not going to sign this offer letter or the counter-offer or the revised offer letter.” Chairman Meek asked, “Is that period of sick/vacation leave coming from the personnel policy or the reduction in work force? What triggers these payments?” Attorney Goldberg responded, “On December 22nd, my vacation leave is worth \$22,000. On December 23rd, it’s worth 57% of \$22,000. That’s just not fair.” It was noted that this was “earned time” and Attorney Goldberg was asking for payment prior to her agreeing to work as permanent part time General Counsel. Discussion ensued. Executive Director Jackson said, “I would not treat any money that would be paid to Attorney Goldberg at this time in any way in the context of any separation agreement. Her concern was that she should be paid at the rate of vacation that she worked and earned. I said to the Personnel Committee and to Attorney Goldberg that we can agree all leave she has earned up to and through December 22nd would be held in a bank for her saying that this is the dollar amount we owe you.” Commissioner Jean-Pierre asked, “Are we saying that by the 23rd, Rachel may or may not leave depending on whether or not we are going to pay the \$26,390?” Executive Director Jackson responded, “That’s not what I heard. What I heard was Rachel saying I will stay and work with you after December 23, 2013 under these conditions. I’ll accept the terms you’ve changed in the December 13th letter and I want you to give me \$26,390 for the sick leave and the vacation leave that I have worked for and earned at the salary of \$165,000. I want you to pay me that money because after December 23, 2013, it is reduced to half of that dollar amount.” Commissioner Sciarretta said, “To be clear, Rachel said she would not stay past the deadline unless her proposal of all these items, including the two big items, was done.”

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Commissioner Rios asked for clarification of the two outstanding issues. Chairman Meek responded, “The 90-day separation agreement referred to in her hiring letter and the Commission’s reduction in work force policy.” Commissioner Molgano said, “The difference of opinion seems to be whether or not the reduction in work force was triggered. I say no and Attorney Goldberg thinks it was so what do we do here? Who is going to decide that? Is an arbitrator going to decide that?” Further discussion ensued. Chairman Meek said, for the record, “As I have stated very clearly, we did not eliminate a position; we did not create a new position; we simply changed a position from permanent full time to permanent part time. That’s my personal position.” Commissioner Sciarretta said, “That determination doesn’t trigger the work reduction; that has to do with the separation agreement. What I mean by that is there are two different topics on the table. One is the separation agreement in the hiring letter. The other is the reduction in work force.” Commissioner Rios said, “I think they both are triggered by the elimination of the position.” Attorney Goldberg said, “I recommend you speak to an Employment Attorney and I believe the Employment Attorney will tell you that a change from full time to part time is a reduction in force.” Commissioner Sciarretta added, “Rachel clearly believes she is entitled to both the separation payment and the reduction in work force based on 30 years of employment. In my opinion, we are not in a position to say whether that is true or not true. I’m not even certain we are in a position to decide whether it should be based on her 12 years as an employee or her 30 years, which include her time as a consultant without outside counsel.”

Commissioner Sciarretta continued, “This is all great in theory, but let’s talk about dollars and cents. If you just take, hypothetically speaking, 12 years, three months’ salary (the separation agreement) and leave time, you are talking about approximately \$383,000. If it is 30 years, it’s in the vicinity of \$700,000+. As I said to Rachel, whether we agree on 30 years or don’t agree on 30 years, the URC can’t pay it. We can talk about this, but regardless, we couldn’t afford the outcome.” Chairman Meek asked, “Has the Commission ever experienced anything like this before?” Dr. Jackson said, “At least two employees – the financial person, and Durelle.” Commissioner Rios said, “And their change from permanent full time to permanent part time did not trigger the work force reduction policy?” The Executive Director responded, “Nothing ever triggered the reduction in work force policy.” The Chairman clarified that both positions were changed from full time to part time positions. Attorney Goldberg said, “Neither employee exercised their rights.” Chairman Meek asked, “Were they made aware of them?” Attorney Goldberg responded, “Not by the Commission.”

Commissioner Sciarretta said, “In conclusion, Rachel presented me with a scenario which was ‘take my proposal and bring it to the Board or I will not sign the letter in front of me.’ In her opinion, she would be terminated in a week and pursuing her options.” Attorney Goldberg said, “I don’t have a choice other than to leave because if I stay past the 23rd (or 30th), your lawyer could argue that by staying, I’ve waived my right to maintain the outstanding claims and could potentially lose \$600,000 to \$700,000. Commissioner Sciarretta continued, “The purpose of calling the Personnel Committee meeting together on such short notice was to find a solution to keep you (Attorney Goldberg) here. I saw things going in a direction that defeated the purpose of the meeting so I asked the Executive Director and Commissioner Molgano how we could get creative, execute our

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permanent part time agreement, and keep Rachel at the URC.” It was the consensus of the Personnel Committee that the Commission correct and issue the letter for the permanent part time position and come up with a deadline to work out the outstanding issues. Commissioner Sciarretta said, “Rachel agreed with the caveat of up-front payment of \$26,000 for her earned vacation and sick leave.” Attorney Goldberg responded, “What you haven’t said is I wasn’t asking for money (\$700,000+) today. I was putting on the table payment over a period of years and having arbitration over what we disagree about. If I am successful in that arbitration, then pay me over a period of years.” Executive Director Jackson said, “For me, I think the more immediate issue is what happens with Rachel’s request tonight for the payment of the \$26,000+. The other issue that I don’t think the Commission is prepared to dispose of, and you may not be prepared to dispose of the \$26,000 tonight either, is what happens because of the change in her status from permanent full time to permanent part time. I think there is a consensus to seek the advice of counsel and go forward in that context.”

Chairman Meek said, for the record, “My goal and intention here is not to eliminate Attorney Goldberg. It is simply a change of a position to be in line with the rest of the staff. Going back to the interpretation of the hiring letter and the reduction in force, I don’t know if others want to discuss this or go to seek the advice of outside counsel.” Following discussion, it was the sense of the Board that Chairman Meek, Commissioner Jean-Pierre and the Executive Director meet with City Attorney Amy LiVolsi for clarification on FOI requirements and with outside counsel on December 13th (or December 16th) for advice pertaining to what the Commission can and cannot do with regard to Attorney Goldberg and report back to the Board with their findings/recommendations. It was also the consensus of the Board that the December 23rd date in the November 22, 2013 letter be extended to Monday, December 30, 2013; further, that the Board follow the recommendation of the Personnel Committee that 45-days be allotted to resolve outstanding issues and that the Executive Director be given the ability to waive this date, if necessary. Commissioners Rios and Sciarretta suggested that counsel representing the URC review the revised letter prior to its issuance.

7. Executive Director’s Report

Executive Director Jackson distributed information regarding the 2013 Connecticut Transportation survey. He said, “For the past month, I’ve attended five different meetings regarding transportation issues in and around Stamford and throughout the state of Connecticut, largely related to Transit Oriented Development (TOD).” McCutchy, the preferred developer for the Stamford Transportation Center, attended the meetings and come up with ideas pertaining to the new parking garages. The Executive Director also attended a Transportation Summit sponsored by the Stamford Chamber of Commerce today. He also noted that the series of Master Plan meetings have concluded and there should be a formal presentation to the City during the first quarter of 2014.

8. Old Business

Executive Director Jackson noted that he needs a revised offer letter from the Board for the permanent part time Executive Director’s position. The October 30, 2013 hiring letter was

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for an interim part time Director's position.

9. New Business

None at this time.

10. Adjournment

The next regular Commission meeting is scheduled for Thursday, January 9, 2013 at 6:00pm.

There being no further business before the Board, Commissioner Molgano made a motion to adjourn. The motion was seconded by Commissioner Rios and carried by unanimous vote. The meeting was adjourned at 7:53pm.

Respectfully submitted,

Michaëlle Jean-Pierre
Secretary-Treasurer