

*Partial
minutes
MMN 9/19*

REDEVELOPMENT AGENCY

MINUTES

SPECIAL MEETING

September 19, 1988

PRESENT

V. Loffredo, Vice Chairman
S. Gionfriddo
S. Leinwand
E. Roberts
D. Shapiro
J. Makrogianis
J. Milardo
T. Raczka
S. Shapiro
G. Russo (7:07)
W. Howard (7:14)

ALSO PRESENT

R. Newman
Atty. C. Dzialo
Atty. D. MacPherson
E. Roberts
L. McHugh
P. Delphenich
M. Walker
B. Voyles, Press
P. Pantano
R. Brennan, WCNX
Atty. M. Dowley (7:14)
G. Souto (7:16)
L. Ozga
W. Kuehn

ABSENT

H. Langille
D. Campanelli
J. Tine
H. Novicki

V. Loffredo, Vice-Chairman, called the meeting order at 7:04 p.m. in the Conference Room of the Middlesex County Chamber of Commerce, 70 College Street, Middletown, Connecticut.

Prior to addressing agenda items, Vice-Chairman Loffredo asked any member ^{if} ~~they~~ ^s felt there was a possible conflict of interest which would require them to disqualify themselves. J. Milardo responded that he was not going to disqualify himself since attorney's are held to a higher standard of ethical rules than those who are not attorneys, and that he represents the City on the Redevelopment Agency as a citizen, a taxpayer, and voter. ok

Middlesex Mutual Development Project Status Report

R. Newman, Senior Vice-President of Middlesex Mutual Assurance Company said ~~that~~ he was present to speak to the issues and facts concerning questions raised by the Agency members at the previous meeting. R. Newman read a letter dated October 8, 1987, portions of a letter dated September 16, 1988, which speak to the delays in conveying over to Middlesex Mutual the parcels necessary to construct the garage. He said ~~that~~ if the conveyances occur by

October 17, 1988, that would allow the completion of the garage in January or February of 1990. ^R V. Loffredo asked if there would be any problems conveying

the parcels by October 17, 1988. Atty. C. Dzialo responded that if the Agency initiates legal paperwork on September 21st, it is conceivable that the Redevelopment Agency will have title by October 6, 1988. This assumes there

are no suits contesting the condemnation actions or any suits challenging whatever the Agency has done. ^{PP} R. Newman ~~continued~~ ^{said} that, beyond the garage,

there was only one parcel in question - ~~the Mazzottas~~ ^{He reported that} the Mazzottas. ^{Supposedly} ~~the~~

Mazzottas ^{are preparing} ~~was making~~ a proposal to MMA delineating their needs, ^{and} their wants and what they are looking for. Mr. Newman said at that point ^{MMA} ~~they~~ will sit

down and discuss particulars with the Mazzottas.

R. Newman told the Agency that the garage would have 1,074 parking spaces as originally planned. P. Delphenich, project architect, using plans and a model

of the garage, explained the revised circulation pattern and described the height of the garage which will be ~~is~~ constant from College Street to Court

Street. She said ~~that~~ the height, even though a portion of the garage is being ^{brought} ~~raised~~ out of the ground, will not impose any adverse impact upon the

First Church on Court Street. S. Leinwand asked about the facade treatment of the garage. R. Newman stated that as of now the only two changes in the

facility are: (1) only one level ^{down} below grade instead of 1½ levels; and, (2) an open flow as opposed to a ^{Segregated} ~~divided~~ circulation system. ~~Middlesex~~

~~Mutual and traffic from the general public traffic.~~ He said that as of right now there will be no change to the facade. S. Leinwand asked about the

possibility of retail shops in the facility. R. Newman said ~~the~~ ^{are} shops ~~were~~ a possibility ^{on College and Court Streets.}

W. Kuehn explained the packet of materials that were handed out. He noted ~~that~~ a letter signed by Mayor Garafalo concerning the height of the building

had been ^{Supported} ~~backed up~~ by advisory opinions from the Planning Director and Zoning

which

Enforcement Officer. ^{W. Kuehn said} ~~He noted that~~ there are still some outstanding issues between Farmers & Mechanics and ^{MMA} ~~Middlesex~~ concerning easements that the respective attorneys are working to resolve. W. Kuehn further referred to previously signed agreements between Middlesex Mutual Assurance and ^{F+M -} ~~Farmers~~ one of which could be null and void because of the time lapse in getting the garage constructed. He suggested there be an affirmation by the Agency that F&M does have a 100 parking space allocation in the garage. W. Kuehn cited a need for all interested parties to agree to the use of materials ⁱⁿ ~~and~~ the former County Lane, now Plaza area. S. Gionfriddo said it was important that that be done prior to the City getting title to Farmers & Mechanics properties.

Lastly, W. Kuehn reported on his conversation with ^{Mike} ~~Jim~~ Raber, archeologist, who ~~reported~~ is ready to enter the site to begin his ^{work} ~~studies~~ in mid-October.

Staff suggested ~~that~~ the Agency reaffirm the Mayor's letter of September 16th and the fact that Farmers & Mechanics will have 103 spaces allocated in the new parking garage. Atty. C. Dzialo suggested the Agency adopt a motion authorizing the Chairman or the Vice-Chairman to sign the agreements between MMA, the City, Farmers & Mechanics, CBT and other documents.

Atty. Dowley cited possible problems regarding his client, Farmers & Mechanics. He ~~had said~~ ^{Some} time ago, he felt that a Master Plan for the Plaza area should be initiated by all four parties and that, in fact, has been done. He ~~felt that~~ ^{now asked} the parties ~~should~~ ^{to} agree to the use of materials in the Plaza area. M. Dowley also referred to the lack of specific easement language which must be part of the process in conveying land from ~~Farmers~~ ^{F+m} to the City.

He also wanted to assure that the parking agreement between MMA, the City and ~~Farmers~~ ^{F+m} was still in effect. In response to questions by V. Loffredo, P. Delphenich explained: the calculation of the roof area ^{of} of the Corporate Office Building; ^{the design characteristics of the upper floors;} and, the location of the mechanical equipment and elevator within the facility. S. Gionfriddo asked if they were the same plans previously accepted by the Agency to which R. Newman responded affirmatively.

J. Milardo suggested that V. Loffredo step down as Chairman in order that he may pursue questions, at which time Secretary T. Raczka assumed the role of Chairman.

V. Loffredo questioned the accuracy of reports from the Zoning Enforcement Officer and Planning Director concerning the height of the Middlesex Mutual building, during which time there was extended conversation involving the architect and V. Loffredo. After further discussion and after V. Loffredo resumed ~~as~~ ^{the} Chairman's ^{Seat}, S. Gionfriddo moved, seconded by S. Shapiro, that the Agency approve the two changes to the garage design as follows: first, the open flow of traffic system; and secondly, taking ½ level out of the ground and placing it on top of the garage with the understanding that the garage

would not be any taller than ~~was~~ as previously approved. D. Shapiro moved an amendment, seconded by S. Shapiro, that these changes be approved provided ~~the~~ the full garage is built. The Agency unanimously approved the amendment and the original motion.

S. Gionfriddo moved, seconded by S. Shapiro, the Chairman or Vice-Chairman be authorized to execute in behalf of the Redevelopment Agency a draft letter dated September 16, 1988 to Jim ~~Mach~~ ^{Matschulat} containing the four particular items as outlined in that draft letter. In discussing the motion, Atty. C. Dzialo cautioned the Agency concerning the naming of the Midfield Corporation. He thought the Agency should know who Midfield is and ~~was~~ ^{their role in the} financing. ~~they will~~ ^{to}. C. Dzialo also recommended that paragraph 4 of the proposed draft be deleted. Therefore, ~~upon a motion by~~ ^{an} S. Gionfriddo, ~~seconded~~ ^{seconded} by S. Shapiro, ~~the main motion was~~ ^{amendment} amended to delete paragraph 4 and to subject paragraph 1 to review by Atty. C. Dzialo and verification by him that the Redevelopment Agency will be protected under paragraph 1. Atty. D. MacPherson, Counsel to MMA, said the letter is required by the proposed lender. Concerning paragraph #3, V. Loffredo said this particular construction should set not precedent for future developments.

S. Gionfriddo moved, seconded by S. Shapiro, an additional amendment to allow the Chairman or the Secretary to sign the letter in behalf of the Agency. V. Loffredo said that he would not vote to sign the agreement because of his interpretation of Section 13 of the Zoning regulations regarding height requirements and ^{he} further questioned documents received from the Zoning Enforcement Officer and the City Planner.

After further discussion and upon the raising of a point of ~~portional~~ ^{personal} privilege by J. Milardo, the Chairman was asked to step down so that he could properly address the motion whereupon Secretary T. Raczka assumed the role of

Chairman.

R. Newman, using illustration boards with enlargements of applications and permits, ^{said all} had been properly issued by various City departments for ^{construction} ~~the work~~ now under way at the corporate office center. There ensued ~~some~~ discussion concerning the height of the building. ~~R. Newman announced~~ ^{asked} by S. Leinwand why the side of the building is numbered from 1 to 14. R. Newman responded that it was a function of the external elevator hoist.

D. Shapiro, seconded by J. Milardo, moved the motion. The vote was as follows: Aye - S. Gionfriddo, E. Rak-Roberts, D. Shapiro, J. Milardo, S. Shapiro, W. Howard; Nay - V. Loffredo, S. Leinwand, J. Makrogianis, G. Russo. The Agency then voted on the main motion concerning the authorization of the Chairman or Secretary to sign a letter, a draft of which was dated September 16, 1988, to J. ~~Machelot~~ ^{Matschulat} with the elimination of paragraph #4 and with the understanding that with respect to paragraph #1 legal counsel would be satisfied that the appropriate documents were in place to protect the Agency. The vote was as follows: Aye - S. Gionfriddo, S. Leinwand, E. Rak-Roberts, D. Shapiro, J. Makrogianis, J. Milardo, S. Shapiro, G. Russo, W. Howard; Nay - V. Loffredo. The motion passed.

Upon a motion by S. Gionfriddo, seconded by S. Shapiro, the Agency authorized the Chairman, Vice Chairman or Secretary to execute, in behalf of the Agency, amendments to the Sale of Purchase Agreement indicating the changes in the dates that were approved by the Agency and any easement documents related to County Lane or any other ^{appropriate} ~~with~~ easement document as required. The vote was unanimously in favor of the motion ^{except for} ~~with~~ the abstentions of V. Loffredo and W. Howard.

S. Shapiro and S. Leinwand both complimented MMA in the presentation and report on progress.

V. Loffredo resumed the Chairman's role.

There being no further business the Agency unanimously voted to adjourn at
9:03 p.m.

William M. Kuehn, Jr.

WMK/is