

THE SECOND TAXING DISTRICT COMMISSIONERS

*Appeals Committee*

Meeting Minutes – March 27, 2012

Present:	Mary E. Burgess Al Ayme Maria Borges-Lopez	Chairperson Vice Chair
Also Present:	John M. Hiscock Gwendolyn Gonzalez	General Manager Assistant Clerk
Public Present:	Abigail Winslow Heidi Keelips John Jacobellis	Appellant Appellant Agent for H. Keelips

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Call To Order:

Commissioner Mary E. Burgess called the meeting to order at 6:05 p.m. on Tuesday, March 27, 2012. The hearing took place at South Norwalk Electric and Water, One State Street, Norwalk, Connecticut.

Commissioner Burgess: "I will call the meeting of the Second Taxing District Appeals Committee to order Tuesday, March 27, 2012 at 6:05 p.m. and Mr. Hiscock you can go on from there."

Customer Appeal – Barcelona Restaurant

Mr. Hiscock: "Ok, the first item on the Agenda is 2.21. - Barcelona Restaurant - There is a representative of Barcelona Restaurant here. You have the file that I sent to you?"

Commissioner Burgess: "Right."

Mr. Hiscock: "I guess it was yesterday, hand delivered. Before we actually get into hearing this, I just wanted to indicate procedurally so everybody knows how we go about doing this. It's sort of very informal, very free form. You get to say what you want. We will talk back and forth about the issue. You can provide whatever information or evidence you want to provide. The Clerk is making a record of it, we are on the record, it is recorded; it's a public meeting. Once you have stated the reason for wanting relief and providing what evidence you deemed necessary, we can have a discussion back and forth about it. When the portion of the hearing is over, with respect to the conversation back and forth, the Commission will take the information under advisement. The Appeals Committee is three members of a seven member Commission. A draft decision will

be written by the Appeals Committee and the Draft Decision will be submitted to the full Commission at the next Regular Meeting for acceptance and/or rejection by the entire Commission. You are welcome to attend the full Commission Meeting about the issue. Depending on the draft decision that you receive, you can make a determination as to whether or not you want to appear before the full Commission. Ok, alright. I guess we will start with Barcelona and pull your chair forward. There is no sense in sitting all the way back there. You can come right up to the table. It makes it easier for you.”

Commissioner Ayme: “Yes.”

Abigail Winslow: “I have three copies of correspondence going back and forth with the majority of it being between Jane Price and I because, I don’t know if you all read the memorandum that everybody received? So, the memorandum does state correctly that there was a misapplication of payments to this account. Way back in May or June of 2010 and I was away on vacation, of course that is when these things happen, when someone is away. My assistant, who paid the bill, did actually in fact pay it a day late. But I had gotten confused because she said that they must have applied the payment. Next time we got a set of bills we had a balance on one and a credit on the other. And so the one that had the balance on it obviously looked like the one that had the late payment. And so I think my first phone call was probably in July, 2010 to Customer Service. As I said my assistant had already spoken to somebody about this. She told me there was a misapplied payment and this payment wasn’t actually late, it just needs to be reapplied and credited. And at that time everybody agreed. Going from July of 2010 to...when did I first get in touch with Jane Price, I believe it was...here I will hand this out to you. I believe this is all correspondence with Jane and I as well as our payment history. We have three accounts with SNEW going back to at least 1998. And it took until sometime in 2011 to be told by somebody in Customer Service, that if I still had a problem, because by now I had been calling every month regularly telling them there is still some misunderstanding and we still have a balance forward on the account and I still and correctly believe it had to do with a misapplied payment. I had no idea it had to do with a previous late payment. And after all of my attempts to get to the bottom of it, nobody ever said that that is not the issue, the misapplied payment had nothing to do with that. It was actually the previous month’s bill. The June bill was late, when the misapplied payment happened in May, 2010. The late payment happened on June 11, 2010. So finally I set up a meeting with Jane. We sat down and went over everything and we got to the bottom of it and she said that it has nothing to do with it. I said ok but in the mean time it has taken me almost a year to find out that you were the person I needed to talk to because I would call Customer Service every single month and nobody ever gave me the correct information. And, you know, we have gotten it all sorted out and I really appreciate it but we would also really appreciate a little relief with the outstanding balance, not with any of the total amounts due. We are more than willing to pay. I am sorry not total amounts due as we are willing to pay our monthly portion with the discount and that month we were late. I think we even did eventually pay that month in full. We were just asking for some relief to the outstanding balance that was created from a sort of rollover affect from this late payment that we did not know about. So I asked Jane for that relief in my letter to Jane. It should

be the third...the second letter in the folder that I handed you so that was June 20<sup>th</sup> of 2011 because she informed me, after I spoke to her on the phone again, that to request the relief I would need to make another request in writing and send it certified mail. So my request is the second letter via certified mail on June 20th formally requesting the relief. June 20 until now we basically just been, it has sort of been, I follow up every month and say, has there been any decision and Jane has gotten back to me a couple of times to say yes they are still discussing the matter. I don't know if I ever talked to you personally Mr. Hiscock? I was told to speak to Kevin Barber; I left a couple of messages. We started to get notices of termination so I would call Joe Tamburri every single month. I would speak to Joe and follow up with Jane and Jane and I have at least 20 emails here where I would follow up with Jane, they are right after the letters, the certified letters, are the emails between Jane and I. Sometimes I would get a response, sometimes I wouldn't. And so basically it has taken from a late payment on June 11, 2010 until I'd say mid-March just to sort of make my case and you know say what we wanted relief for. Besides that, like I said, we have been an excellent customer of SNEW's. We have had three different accounts, we actually pay another account that is in our neighbor's name as well, we have been doing this for a bare minimum of 14 years and we have been at that location for 15 or 16 years and probably had SNEW the entire time we have been there. And, oh, yes so the phone records, I believe as part of the memorandum, you will see records showing all of the numerous, numerous phone calls to this person for the last, almost two years. I think, the last letter, the certified letter, to the Board of District Commissioners, to you guys, best explains that the fact is I received some really incorrect information and yes the balance would not been where it is if we had gotten a response in a reasonable time but it also because we have been such loyal customers to SNEW and have always paid so promptly, every single month. I want to clarify, after Ms. Price and I discussed it I was never denying that we paid that one bill late. It just took me so long to understand, nobody could get me the correct information or explain to me why we had a balance forward otherwise maybe we could have had this taken care of sooner."

Commissioner Ayme: "The account in question, if I may ask has nothing to do with the other two accounts where the funds were deposited?"

Abigail Winslow: "The accounts are separate meters."

Commissioner Ayme: "It is a totally separate issue?"

Abigail Winslow: "Yes, the issue with the misapplied payments yes that was totally separate, that wasn't my understanding for a long time, but yes as it turns out it is separate from the other accounts."

Commissioner Ayme: "And those accounts have been adjusted properly?"

Abigail Winslow: "Yes."

Commissioner Ayme: "So the account in question...through the Chair, the account in question is the one where you are asking relief and this goes back as I see it to at least May, 2011, even prior?"

Abigail Winslow: "Yes at least."

Commissioner Ayme: "As least. Ok."

Commissioner Burgess: "And this is the one, excuse me; that was the one that was paid a day late?"

Abigail Winslow: "Yeah. I didn't know it was paid a day late until I think when I sat down with Jane and like I said it was May, 2011."

Commissioner Burgess: "So that is the account we are talking about?"

Abigail Winslow: "Yes."

Mr. Hiscock: "I might be able to help a little bit in clarifying the issue. This is one business."

Commissioner Burgess: "Yes I know."

Mr. Hiscock: "And it is a converted space."

Commissioner Burgess: "Three accounts."

Mr. Hiscock: "That was set up with smaller spaces, they combined it into a larger space and generally when we run into this situation and as hard as we try to get them consolidated into a single meter, it is not easy to do because of a whole series of issues related to the cost of modifying the electrical so we do run into situations where customers really don't have a fairly good understanding which account is which and all three are related and all three feed essentially the same space that flows from one place to the other and while the electrical systems and the meters are separate, the actual business is not. So I just want to make sure you understood that. It is not three separate businesses around town."

Commissioner Burgess: "I know that."

Commissioner Ayme: "I think we are fully aware of that."

Commissioner Ayme: "Do you have an amount exactly for the relief you are requesting?"

Abigail Winslow: "The balance forward, I actually did not bring the most recent bill. Yes, the

balance forward at the end of 2011 and this is just like I said a result of; the memorandum explained it, us self-applying the discount because we were waiting for the dispute to be clarified so at the end of 2011 it was approximately \$3,300. At the time, [looks at owner of Barcelona and he says he can't find the paperwork] that's ok, this is the owner of Barcelona, so I would appreciate, it would not have gotten to be such a large outstanding balance had we been able to clarify this earlier. I would appreciate as much of a relief as possible."

Commissioner Borges-Lopez: "I have a question."

Commissioner Burgess: "Go ahead."

Commissioner Borges-Lopez: "Through the Chair. This \$3,313.73 and I don't know if this is a question to you or a question to Mr. Hiscock is this the actual bill with accrued interest plus penalties or, I need clarification on that."

Mr. Hiscock: "Ok, if you look at the last page of the documents that I sent you yesterday. It is a skinny package with the Second Taxing District memorandum. If you look at, it probably came in your package yesterday."

Commissioner Ayme: "I think I am missing that."

Mr. Hiscock: "I am sorry. It may have been put at the back of this."

Owner of Barcelona: "It is not an unpaid bill. There are no unpaid bills. We have no unpaid bill."

Commissioner Ayme: "The entire amount \$3,300 is a roll over?"

Owner of Barcelona: "That's all it is. It is them saying you still owe us this much so that means you are late, so we are going to add this much each month. That's all that is. No bill has been unpaid all bills have been paid in full within the first 10 days of the month except for the one in question. Is that right?"

Abigail Winslow: "That is my understanding."

Owner of Barcelona: "So, fifteen years of paying bills on time."

Mr. Hiscock: "Ok there it is. I found it."

Commissioner Ayme: "So are you telling me that the \$3,300, most of the \$3,300, or perhaps if given the total amount, is a result of penalties upon penalties?"

Owner of Barcelona: "We have never not paid the bill in full."

Commissioner Ayme: "When was the first time that you requested for the Appeals Committee to take up the case?"

Abigail Winslow: "Well, I was given my decision, Jane Price notified me, or no, I believe I actually got a letter from Mr. Hiscock correct?"

Mr. Hiscock: "You received one from me at the very end. I didn't look at this until the very end of the process. I didn't get to see it until the end."

Owner of Barcelona: "About two years."

Abigail Winslow: "Right, I explained to them that it all stems back to a payment on June 11<sup>th</sup> that was due June 10<sup>th</sup> and that it then took until April to be told that I needed to speak to Jane Price and then I didn't speak to Jane until May of 2011 and then at the end of 2011 I got a letter from Mr. Hiscock explaining that my request for relief had been denied and that I could appeal the decision so I sent my letter certified mail on December 13<sup>th</sup> and have since just been waiting and following up."

Owner of Barcelona: "We have been trying to have this hearing for two years and that's where the \$3,300 comes from. It is just purely that healthy amount being added to the bill every month. In the meantime, we have paid the bills in full, in the first 10 days of the month, every single month like we have done for fifteen years."

Commissioner Ayme: "So you are saying that you have been trying to have this meeting for how long?"

Owner of Barcelona: "Two years."

Commissioner Ayme: "Two years."

Abigail Winslow: "Or at least get clarification as to why we had an outstanding balance. We had no intention of not paying for something that we owed."

Owner of Barcelona: "First we asked for an explanation and that took how long?"

Abigail Winslow: "To get the proper explanation took from the June 11<sup>th</sup> so the following bill, from July, 2010 until May, 2011."

Owner of Barcelona: "So it took ten months to explain why there was a discrepancy and then it took six months to contest the discrepancy, then we got a ruling on it and then it took six months to get this here."

Commissioner Ayme: "Let me ask you. You were trying to have this meeting for a period of three years you are saying or at least?"

Owner of Barcelona: "We were trying to find out what the discrepancy was."

Commissioner Ayme: "Every time that you requested a meeting of the Appeals Committee?"

Owner of Barcelona: "Oh no, I am sorry. The Appeals Committee meeting was...?"

Abigail Winslow: "Only request for an appeal."

Owner of Barcelona: "Six months right?"

Commissioner Ayme: "When? Approximately?"

Abigail Winslow: "December 13, 2011 was when I sent the letter."

Commissioner Ayme: "Approximately three months ago."

Owner of Barcelona: "What was the nine months? The nine months was between the time we asked for an explanation of the discrepancy and the first explanation."

Commissioner Ayme: "We still have a gap of nine months or perhaps even more because you are saying two years; maybe a year and nine months? And what kind of a response were you getting?"

Abigail Winslow: "Customer Service, I think, was as confused as I was as to the cause of the discrepancy and if you actually remember the confusion with the other misapplied payment?"

Commissioner Ayme: "I understand all that."

Abigail Winslow: "So it took them a couple of months just to come back. So Customer Service I would call every month and say we still have a balance forward, we must have not gotten credited for that misapplied payment and it took them every month I would call and every month they would say, ok I will look into it and I believe, I have put it in the packet, conversations going back with Customer Service, well actually these are with Jane and Joe, where they said we will look into it, we will apply the payment and then finally in April, 2011 somebody said you need to speak to Jane Price. This is not going away so I wrote a certified letter to Jane requesting a meeting."

Commissioner Ayme: "What confuses me, I am confused that you wrote in one year and nine months. Were you aware that we had an Appeals Committee?"

Owner of Barcelona: "No."

Abigail Winslow: "No."

Commissioner Ayme: "You were not aware that we had an Appeals Committee?"

Owner of Barcelona: "No. We asked for clarification, we got it..."

Commissioner Ayme: "No one ever mentioned to you that you had the right to appeal?"

Abigail Winslow: "Well, it took them until May 19<sup>th</sup>, it took them until I make the initial request for relief which at the absolute latest was, because I spoke to Jane in person and on the phone and every time it was like ok and now you have to write me a certified letter. So, from June 20, 2011 until December, 2011, just to be told 'no' that your request is being denied."

Owner of Barcelona: "And that was when we found out about the Appeals Committee."

Abigail Winslow: "Yeah. And I would follow up with Jane rigorously every month and like I said actually Joe Tamburri was very helpful and he said it sounds like you need to speak to her supervisor who I was told was Kevin Barber so I left messages with his assistant and never heard back. Jane, I had her email so I would email her as well as call her and I hadn't heard back."

Commissioner Borges-Lopez: "I have a question. Besides the history and the events that took place, I just need to know the numbers first, when I ask a question I need clarification on that because I have a history here I guess it is for that account 191791 in question correct?"

Mr. Hiscock: "Correct."

Commissioner Borges-Lopez: "And then the balance discount loss is \$2,846.84."

Mr. Hiscock: "That is correct."

Commissioner Borges-Lopez: "So that is the beginning balance that is the one that has the discount, it is not an actual reading or actual bill, is that correct?"

Mr. Hiscock: "It is the loss discounts. It is the lost 10% discount from May 31 of 2010 forward."

Commissioner Borges-Lopez: "Forward and so all of these..."

Mr. Hiscock: "The only one, and let's put it this way, if there was no confusion, no dispute, no request, the only lost discount that should have occurred is the \$121.16 on May 31, 2010 because of the, if you look at the transaction register, above that line you will see a 6/11 payment. So that

would have been a lost discount of \$121.16.”

Commissioner Borges-Lopez: “So, in essence what we are talking here tonight is discounts, accrued discounts?”

Mr. Hiscock: “Yes, these are accrued, lost discounts. There are no penalties, they are just lost discounts.”

Commissioner Borges-Lopez: “Lost discounts.”

Mr. Hiscock: “I know that is semantics to you but I want to get the terminology straight.”

Commissioner Borges-Lopez: “And the bill itself was paid in full however that was the bill that was paid one day late. By paying it one day late then it generated \$121.16 balance due which was the disallowed discount.”

Mr. Hiscock: “Correct”

Owner of Barcelona: “Yes.”

Commissioner Borges-Lopez: “Ok”

Owner of Barcelona: “We agree with that right [to Abigail Winslow].

Abigail Winslow: “Which I also believe I might have eventually had submitted payment for, while the dispute just so as not to...you know?”

Commissioner Borges-Lopez: “Ok if I add the discount loss of \$2,846 and all of these smaller amounts of \$121.16 all the way to \$192.00 that’s the number \$3,313.72 correct?”

Commissioner Ayme: “That’s the total.”

Mr. Hiscock: “No, well I didn’t look at it that way but that is ok it doesn’t matter whichever way you put the math.”

Abigail Winslow: “It makes perfect because this was the balance forward.”

Mr. Hiscock: “It has to be the balance forward and it just had to do with the payment. If you look at, I don’t even have it here. Ok, the 3,313.72, I don’t actually know where the number came from?”

Abigail Winslow: “I actually misread that. That was our previous balance but with the applied

payment the balance forward at the end of 2011 was only \$2,154.16, which looks like it makes sense.”

Mr. Hiscock: “It makes sense at a discounted portion.”

Abigail Winslow: “Yes, exactly.”

Mr. Hiscock: “Yes. You have seen your bill, which you get your bill you got one number to pay before and then you have the pay after the date number.”

Commissioner Ayme: “The average of this bill is approximately \$1,000 a month.”

Abigail Winslow: “Yes.”

Commissioner Ayme: “And obviously you were deducting the discount every single month and the discount had not been applied so the 10% of approximately one hundred and change remained behind.

Owner of Barcelona: “And because there was that amount even though we were paying our bill in full, within the 10 days, the billing department was saying your whole bill was late and was not giving us the discount and it kept adding up and adding up.”

Commissioner Ayme: “Right.”

Commissioner Borges-Lopez: “The \$121.16 actually is a discount. That is what created all of these issues.”

Owner of Barcelona: “Yes. Had we known about it we could have caught up that month but by the time we knew about it, it was over \$1,500 and that was why we called Jane and we ended up here.”

Commissioner Ayme: “But you knew about in the sense that you were getting bills every month.”

Abigail Winslow: “Yes.”

Owner of Barcelona: “But we didn’t know why, we didn’t understand why we thought maybe they had applied the payment, we have four accounts, this is only one of four accounts. So our first thought was that they must have misapplied and we will just clear it up but it took nine months to find out the reason why. We have no problem paying our bills and paying them on time.”

Abigail Winslow: “Actually I believe the \$121.16 discount that we lost, I paid; it looks like I paid October 7, 2011 after and in an attempt to sort of rectify the issue.”

Owner of Barcelona: "Once we found out that was due we paid it."

Abigail Winslow: "Right I believe that is part of that, I didn't actually or maybe I did bring that billing history with me, but yeah that \$121.16 has since been paid."

Commissioner Borges-Lopez: "I have no further questions?"

Mr. Hiscock: "Some relative information. Kevin Barber issued a September 14<sup>th</sup> decision not agreeing with the appeal indicating that it should go to the District Commissioners for appeal and attached the appeal procedure. I do believe that was the first time the customer was notified of the appeal procedure. Another piece of information that you may want..."

Commissioner Ayme: "I am sorry. What was that date again?"

Mr. Hiscock: "September 14<sup>th</sup> Kevin Barber emailed Ms. Winslow."

Abigail Winslow: "Email?"

Mr. Hiscock: "Yes."

Abigail Winslow: "I don't believe I received any emails from Kevin Barber."

Mr. Hiscock: "Well, I am sorry it was to Jane Price."

Abigail Winslow: "Jane did not inform me of that in September."

Mr. Hiscock: "I have one here."

Abigail Winslow: "Did she?"

Mr. Hiscock: "Yeah, from Kevin Barber on Wednesday, September 14, 2011 at 4:16 p.m. sent to you at [Covington8950@gmail.com](mailto:Covington8950@gmail.com)."

Abigail Winslow: "That is correct."

Mr. Hiscock: "I think it is Covington...yeah."

Owner of Barcelona: "We were still waiting for the decision at that point."

Mr. Hiscock: "Ok."

Abigail Winslow: "I believe he stated that that was in the decision."

Mr. Hiscock: "Yeah, Jane Price forwarded me your inquiry into the discount on Two Faced Restaurant LLC. I reviewed the account and in the end it basically said the discount policy is a policy that was adopted by the Commission of the Second District and that is a policy that neither Jane nor I have any authority to change or override; recourse is to the Appeals District Commission. The Appeals Procedures are attached. I will advise you that the Appeals Commission have heard appeals from customers with the same issues and were routinely denied the appeal. That was the first time the customer was informed and it was probably the first time that the customer got from Kevin a formal decision. The other thing I wanted to point out to you, if you look at the skinny memorandum, the customer did complain to Customer Service about the misapplication between the two accounts. Not this one but the two accounts. Customer Service did not adjust the bill until September of 2010. So they were still receiving bills at that point in time for the other two accounts that made no sense in relationship to what they were attempting to do."

Commissioner Borges-Lopez: September of 2010 or 2011?"

Mr. Hiscock: "10"

Commissioner Borges-Lopez: "Ok."

Mr. Hiscock: "Ok. So, you can see in one of the other runs, you would have to go through the whole packet. The other thing I think you need to take a look at is I included for your review the customer inquiry, the main inquiry screen of the 3 accounts in question for the period in question with a line through them showing when the first issue occurred on June 6, 2011. I think you can see, so I can explain how this works. When you key in the account number off of your computer and you are logged in, it comes up on the history record of that account we know every time a customer service agent has gone into an account. You can see that we were in there constantly month after month. Not on the account in question but yet on one of the three accounts. It may indicate confusion not only on our part but on the customer's part. I don't think until Jane met that there was a true understanding of exactly what the issue was."

Owner of Barcelona: "In fairness to SNEW, we do have four accounts and I can understand why."

Mr. Hiscock: "We group these three because they are one restaurant. The fourth one we don't pay attention to. I don't know whose number that is under. Is it under Two Faced Restaurant Group LLC?"

Abigail Winslow: "Actually, I believe it is being billed too..."

Owner of Barcelona: "It is being billed to All the Details from years and years and years ago."

Abigail Winslow: "And All the Details became..."

Mr. Hiscock: "And we only look at, we don't look at the name on the check when it comes in, we just post it to the account. So in essence, this has accumulated over time and it is for lost discounts."

Commissioner Ayme: "I have no further questions."

Commissioner Burgess: "Commissioner, do you?"

Commissioner Borges-Lopez: "No."

Commissioner Burgess: "I don't have any either. Thank you very much."

Abigail Winslow: "Thank you."

Mr. Hiscock: "From here the Commission will make a decision and you will get a draft decision. You will see the draft decision prior to the Commission Meeting so you can make a determination as to whether or not you want to appear before the full Commission."

Owner of Barcelona: "How often does the Commission meet?"

Mr. Hiscock: "Next meeting is April 20...Gwendolyn will look that up. I don't have a calendar in front of me. The third Tuesday in April. The 17<sup>th</sup>."

Abigail Winslow: "I appreciate it. Thank you."

Commissioner Burgess: "Thank you."

Commissioner Ayme: "Thank you for coming."

Abigail Winslow: "Good night."

Commissioner Burgess: "Good night."

Customer Appeal – 2 Compass Road, Rowayton

Mr. Hiscock: "Ok, item 2.2 – 2 Compass Road, Rowayton. This one is a little simpler. [Laughter] This is requested relief from the Article 13, Rules & Regulations which require the water main to be across the full front footage of any parcel being served. This is a rather unusual parcel to say the least and we are going to start with this map right here. I am going to give you the background

and then the appellants can get to the issue. This is the Weeburn Beach Club, this is the very end of Rowayton Avenue, this is Long Island Sound; this is Compass Road. It looks like a driveway I guess, more than anything else. There is, and this is the lot to be developed. If you look at it, on an example might be, Google Earth, you'd look down and not realize it was a lot but it is."

Heidi Keelips: "Because it is Rowayton. [Laughter]"

Mr. Hiscock: "Right. That is true there are postage stamp lots in Rowayton. And there is a desire to build a house on this lot. Now we are going to move to the map, the larger map now, which you brought out, the water main, based on our field interpretation of this situation ends here. This is the lot and you can see that the house is going to cover a large portion of the lot. It doesn't even come up to the property line. Originally, I think there was a request, generally to our service people, to just tap it here and run a service in. Discussions generally with the technical services group that that would not be permitted and it would be an unlikely appeal of that type would be granted at all. Discussing this with, I know there are some dimension issues; 5 or 6 or 7 feet one way or another, we are not exactly sure of the distance, although we think we are pretty close."

Commissioner Ayme: "You are talking 10 feet right?"

Mr. Hiscock: "Yes, with an extension of one full length of pipe. As you can see, this seems to be on this map the property line. And when you look at this map, which is the filed map of the Weeburn Beach Club, the A2 survey, we originally believed that the water main was going to be extended all the way to there. Because this map; which, I didn't bring the whole map but that's ok, maybe mine has the whole map. This was a map provided by Arcamone on the 28<sup>th</sup> of September, 2011. It showed the lot ending all the way down here. We were going to require an extension to this point to meet the rule. In the discussion about this situation we talked to the representative of the owner and our department said if we can show and only if we can show that there is no way to extend service anywhere past this lot, that there is nothing past it, the Commission might entertain a situation to bring it about 20 feet onto the property to this point, tap it and go in. Subsequent to that I believe we received a copy of this map which was from William C. Moore and Associates and it actually shows the lot ending about here. So that added a little bit more confusion to the situation. You apparently have since then, modified or corrected."

John Jacobellis: "We went back to Arcamone and he discovered this, that they went 20 feet this way instead of 20 feet that way."

Mr. Hiscock: "And the date of this is also September 11<sup>th</sup> but he must have modified it at some point. Is there a revision?"

John Jacobellis: "Actually 12/15/11."

Mr. Hiscock: "Right."

John Jacobellis: "Every time he modifies it he puts it here."

Mr. Hiscock: "Ok, so he has all of the modification that he has done although he didn't modify the street, but that is ok, I am not going to argue that point. So we have never seen this map but we took a look at this map and realized that in fact the street was here. And this map confirms it. The two surveyors now agree that this is all part of the Weeburn Beach Club. If you look at this map, the street ends here and it comes into the Club. Now, in theory the Club could destroy itself, start over again make condos out of it and have some claim that by not requiring the main extension all the way down to the new lot line down here we would somehow be depriving them of a right. We are pretty much a stickler about the situation here but you have granted relief when it's been clear that there is no way to extend the water main anywhere past. I asked for a statement from, we discussed it and you came back with a statement from the Weeburn Beach Club's General Manager indicating that they weren't going to seek; it is in your package. They basically are saying that they have no intention of changing the Club; they were not going to do anything now or in the future. Being detailed oriented I sent it back to them or requested that it come from their Board because, you know it is like me committing for the Second District, I cannot commit, you commit. So, I believe the Board should commit. Well, the Board didn't commit and that is where we are."

Commissioner Burgess: "Do we have any idea if they will?"

John Jacobellis: "I have some correspondence from them."

Mr. Hiscock: "You have new correspondence? Great?"

John Jacobellis: "I just got it today. This was, let's see which one went first. This one went out to them first by Heidi and Chris and I got this back."

Mr. Hiscock: "Ok, so we are sort of close. We are in limbo but we are close. You can take a look at this. And if you need help, I know your eyes are being repaired so if you have trouble reading it. Ok, if you look at the second paragraph here and this is a request obviously, so if you were to compose a letter stating you are indeed a proxy and issuing this letter with the full knowledge and approval of the Board stating that Weeburn has no objection to SNEW granting the Weeburn to Keepilis of the a full front footage of the proposed main extension. That sort of is a representation and I guess that is the response which basically, many thanks for forwarding this I have forwarded this onto our President assuming he has no issue. We will forward the letter to you from us signed by me as proxy as soon as I hear back. So we are waiting for that. That actually just went out today."

John Jacobellis: "I believe it is a volunteer board."

Heidi Keelips: "And it is a seasonal club as well so I think it might take a little bit longer for them to

accommodate us.”

Commissioner Ayme: “It is the lot right here? [Pointing to the map.]

Mr. Hiscock: “Right. And with this map the furthest it could be extended anyway is to here; to this line right to here.”

Commissioner Ayme: “Is this to Bailey Beach?”

Heidi Keelips: “It is next store to Bailey Beach. Bailey Beach is actually right here. [Pointing to the map].

Commissioner Ayme: “The club facing the beach?”

Heidi Keelips” “Yes, this is north, that’s the Sound right here.”

Mr. Hiscock: “The Long Island Sound is right here. [Pointing to the map] As you can see, not only for this to ever be extended not only would Weeburn have to do something, Bailey Beach would have to do something too and the likelihood of that is pretty slim.”

Commissioner Ayme: “I just want to get a location here because I have been here a few times. Is this a Club that has an upper deck that covers almost one floor?”

Heidi Keelips: “You are thinking of Robyn Point. It has a hotel that sits up on the hill? It’s Roton Point, Bailey Beach is in the middle and Weeburn sits lower to the ground.”

Commissioner Ayme: “This one sits lower to the ground?”

Heidi Keelips: “Yes.”

Commissioner Ayme: “It is not the one that has, the one you are talking about is the one in the middle between these.”

Heidi Keelips: “Bailey Beach is actually in the middle then Roton Point is furthest to the east where it has the beautiful grove with the trees and the hotel, they refer to it as the hotel.”

Commissioner Ayme: “There is one. I believe it is a famous beach, the one in the middle. I could be wrong. It has an upper deck, almost the entire length of the floor?”

Heidi Keelips: “Yes.”

Commissioner Ayme: “That is the one in the middle?”

Heidi Keelips: "That is the one in the middle, yes."

Commissioner Ayme: "Bailey Beach; that is the one I know. Alright, I just wanted to understand the situation."

Heidi Keelips: "So this is essentially Rowayton Avenue which runs parallel to Five-Mile River if you take it all the way to the end it kind of swings around and basically this lot was subdivided off of this property. So, when you do look at it on Google Earth it looks like somebody's yard and that is basically what it was."

Commissioner Ayme: "Ok"

Mr. Hiscock: "It actually shows right there what it looks like."

Heidi Keelips: "Yeah, but since it is Rowayton, it is big enough to put a house on it."

Commissioner Ayme: "Ok."

Mr. Hiscock: "One of the issues that has certainly occurred since the date of this map to the map here is we originally were talking somewhere around 20 feet across the property line. There isn't much distance further anyway at this point."

John Jacobellis: "The main is right along the edge of the road."

Mr. Hiscock: "Right, the main is right on the edge of the road. The waiver becomes less of a waiver and less significant because of the corrected mapping."

John Jacobellis: "Do you know when the main was put in?"

Mr. Hiscock: "No. Ancient."

Commissioner Ayme: "So this is you're proposed?"

Mr. Hiscock: "This is the old proposed, the new proposed is here."

Commissioner Ayme: "It is a new proposal then?"

Mr. Hiscock: "Well, it's the same except for the corrected street."

Commissioner Ayme: "Ok, so I see. So, this is not actually in place. This is actually someone wishing that they had one there."

Mr. Hiscock: "These were our notes that we made to solve the problem. This was done at our Water Street office and everybody marked it up and that is where we went."

Commissioner Ayme: "Ok and tapping into this line this is where the actual line ends?"

Mr. Hiscock: "It ends here and they would have to extend it to here."

Commissioner Ayme: "How long, 10 feet, 20 feet?"

Mr. Hiscock: "Somewhere around 20 feet. We are not exactly sure."

Commissioner Burgess: "May I ask a question? I know that it is a seasonal club do you know if the Board of Directors meet over the winter or just, or you don't know?"

Heidi Keelips: "I don't know the frequency in which they meet to be honest with you. I know my husband has established a relationship with this summer club's General Manager and he has been very nice. We are asking for something..."

Commissioner Burgess: "I was just wondering...because we are looking for something from the Board."

Heidi Keelips: "Right."

Commissioner Burgess: "If they don't meet during the winter, which sometimes happens with seasonal clubs."

Heidi Keelips: "Well, when you are asking for volunteers so I am sure they don't want to meet all year. I don't know the answer to that."

Commissioner Burgess: "Ok. Thank you. Sorry to ask what seems like obscure questions."

Heidi Keelips: "No, no."

Commissioner Ayme: "You had mentioned that this could create a problem for the Second Taxing District."

Mr. Hiscock: "Well, I only indicated that in theory the Club at a later date could claim that we had somehow created a financial or other hardship for them by granting the appeal. We have already gotten one letter from them on their letterhead but it is signed by the Manager. This letter basically says that it is being forwarded to the President and the Board and if everyone agrees, it is just a little bit more weight than the letter we have now. If we got into an argument at a later

date, the original letter probably would cover us, that we got there, it is kind of like when I send a letter out with my signature on it you could argue that I didn't have the authority to do something but then there are all those legal arguments about assume authority or perceived authority and all those things that go around in circles with a bunch attorneys."

John Jacobellis: "So is it safe to say that the main supersedes the Regulations?"

Mr. Hiscock: "Yes, oh yeah. That's way old."

Commissioner Burgess: "What is your timeframe for starting this?"

John Jacobellis: "Tomorrow."

Heidi Keelips: "We are starting this week." [Laughter]

Commissioner Burgess: "Last week? [Laughter]"

Heidi Keelips: "No, this week. Yeah we are starting the foundation work."

John Jacobellis: "This has been about a three month process for permitting."

Heidi Keelips: "We are just hoping it doesn't start raining the day we start construction because we had a nice dry winter that we weren't able to benefit from. John [Jacobellis] has been working inside all winter trying to stay busy instead of building a house."

Mr. Hiscock: "There really are no other facts that I can think of that relate to this at this point unless you have any further questions."

Commissioner Ayme: "I have no further questions. I think we can make a decision."

Commissioner Borges-Lopez: "I don't have any further questions. No questions, no."

Commissioner Burgess: "Thank you very much."

Heidi Keelips: "We can certainly request that they write that letter at their earliest convenience if that is something that is harmful further down the line. They haven't told us they were objective in any way so not that you want to assume anything but we can follow through with that if that is helpful."

Commissioner Burgess: "Thank you that would be good."

Commissioner Ayme: "Thank you very much for coming."

Commissioner Borges-Lopez: "Thank you."

Mr. Hiscock: "I think, madam Chairman, I think we should make a motion, which is the appropriate thing to do would be to suspend this meeting until after the regular meeting and then we can come back to it after the meeting to make our decisions, unless you don't want to make decisions this evening."

Commissioner Ayme: "So we take a recess and we will remain."

Mr. Hiscock: "Yes, you are going to recess this meeting until after the regular meeting then you can finish it up."

Commissioner Borges-Lopez: "We are going to recess now then?"

Mr. Hiscock: "Correct."

Commissioner Ayme: "We will recess now."

Mr. Hiscock: The Chair can declare a recess."

Commissioner Borges-Lopez: "Chair please declare a recess."

Commissioner Burgess: "Yes. Ok."

Recess declared at: 6:55 p.m.

The Appeals Committee Meeting Resumed: 8:10 p.m.

Commissioner Burgess: "The Appeals Committee is back to order. I would like to know how you two feel."

Commissioner Borges-Lopez: "Ok. With regards to the 2 Compass Road in Rowayton, I think I would feel more comfortable if we receive a letter from the Commissioner...."

Mr. Hiscock: "From the President of the Board."

Commissioner Borges-Lopez: "From the President of the Board, rather than just taking the General Manager's letter before we come to a decision."

Mr. Hiscock: "And if you don't mind me adding that worst case scenario, based on the new map which two surveyors agreed to, they are going to have to go 20 feet further and that is all then what they are asking for. So it is not a crisis from anybody's view point and we certainly could draft a decision once we get a copy of that letter."

Commissioner Ayme: "We are not moving the line. They are tapping into the line?"

Mr. Hiscock: "They are extending the line."

Commissioner Ayme: "We are extending, right."

Mr. Hiscock: "At their expense, we are extending the line so they can tap into it."

Commissioner Burgess: "I have to agree. I would be more comfortable with the letter from the Country Club."

Mr. Hiscock: "So this is a conditional approval to grant the waiver contingent upon receiving a commitment on behalf of the President of the Country Club."

Commissioner Burgess: "Right."

Commissioner Ayme: "Right, ok and I take that as an implied motion and I second."

Commissioner Burgess: "Yes and all in favor?"

Commissioner Unanimous: "Aye"

Commissioner Borges-Lopez: "Ok, I started with the easiest one first. So, the second one based on everything that I have heard here and also that she did mention that they paid the \$126.00 which I am not sure if they did or not, we are going to need more of a confirmation on that, because I feel that they owe that but they did in fact pay a day later. It is a legitimate charge there but because there was such a lack of communication or lack of response on both parties, I can't say it was all SNEW, I would recommend that we waive the..."

Commissioner Ayme: "I was going to suggest that we split it 50/50."

Commissioner Borges-Lopez: "Split it? I would agree with that too. Ok, what is your opinion Mr. Hiscock?"

John Hiscock: "My opinion is that our staff bungled this from day one."

Commissioner Ayme: "Royally."

Mr. Hiscock: "From day one."

Commissioner Ayme: "Royally."

Mr. Hiscock: "Customer Service could not explain the confusion, once the issue of misapplication of the amount was clear. It took us over three months to post it. During those first three months they were still getting bills that made no sense. Not on this particular account but remember this is one restaurant this is not three distinct parcels all over town. I think we, and once we determined and explained to Abigail Winslow that it was a late payment, and I am not going to speak about the back and forth, I was not involved in the conversations that went back and forth between our staff and her or Jane and her but once we established that in fact it was a one day late payment on the account, it then took us forever from that point forward to deal with it. The number of letters she sent was astounding. It became a difficult problem. She asked for the appeal sometime in the November/December timeframe. It took us three months with the discounts right there and once she made the decision and I am not going to defend her decision, once she made the decision to self-discount because she had to actually do a calculation every month but nobody ever sent her a notice to appeal. There was no communication."

Commissioner Ayme: "That was my point. When I was asking her and was going through the whole process, I was wondering how possibly no one could not communicate with these people, months, after months, after months."

Commissioner Burgess: "I would be inclined to waive it."

Commissioner Ayme: "To waive it, yes, let's do it."

Mr. Hiscock: "Let her pay the one she missed."

Commissioner Burgess: "Can we possibly make it clear to her that you don't self-discount?"

Mr. Hiscock: "Kevin and I have been discussing Customer Service in general and we are going to create a script like any other customer service department so that there is a check off list that they go down through because they speak to different people at different times and it sometimes has a tendency to..."

Commissioner Burgess: "To get like this."

Mr. Hiscock: "Get like, not resolved and when you look at the number of times our people were into these accounts and had not been able to take the initiative and resolve this."

Commissioner Ayme: "I agree."

Commissioner Borges-Lopez: "That is what I saw."

Commissioner Ayme: "So I will second the motion."

Commissioner Burgess: "All in favor."

Commissioner Unanimous: "Aye"

Commissioner Ayme: "To waive it."

Mr. Hiscock: "And you know how I hate to do that."

Commissioner Ayme: "So do I."

Commissioner Burgess: "And you know I wouldn't if you had not spoken up."

Mr. Hiscock: "We need to make a motion to adjourn."

Commissioner Ayme: "Motion to adjourn?"

Commissioner Burgess: "Second. All in favor?"

Commissioner Unanimous: "Aye"

Adjournment:

*The meeting adjourned at 8:15 p.m.*

Attest:

Gwendolyn Gonzalez  
Assistant District Clerk

*Transcribed by: Lisa Roland*