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Via Email/PDF to T. Murphy

July 6, 2022

The Hon. Kevin Moynihan, New Canaan First Selectman
Members of the New Canaan Town Council
Town of New Canaan
77 Main Street
New Canaan, CT 06840

Re: 751 Weed Street Zoning Application

Dear Mr. Moynihan and Town Council Members:

It has been brought to my attention that a discussion occurred at the Town Council meeting of June 15, 2022 in which several inaccurate comments were made about General Statutes § 8-30g, the Town's 8-30g moratorium application, and me. I write to correct the record on several items:

1. The § 8-30g moratorium rules with regard to deductions of points for units that have been demolished (a requirement overlooked in the Town's recent application) did not "change recently." The rules were adopted by the General Assembly in 2000, in Public Act 00-206. The rules have not changed since then. The Department of Housing *enforced* these rules in 2019 with respect to Westport's moratorium application, but DOH did not change the rules.

2. In 2018, I briefly represented the New Canaan Housing Authority in its application to the PZC for zoning approval of new units at Canaan Parish. My assigned task was to obtain zoning approval for the units so that the Housing Authority. The units were approved by the PZC, and my role ended. I have had no role in the Town of New Canaan's drafting or filing of any § 8-30g moratorium, and I have not acted as the "architect" of the Town's "strategy" for a moratorium. My understanding is that the law firm of Berchem & Moses has been the Town's legal counsel with respect to its moratorium applications.

3. I did not accuse the Town of Westport of being racist. The public record regarding the May 2019 article in *Pro Publica* is clear on this point. Elected officials in Westport attempted in 2019 to distort what was said, because they wanted to terminate my representation of § 8-30g applicant Summit Saugatuck, but they did not succeed. I remained, and remain Summit's counsel, and its development is presently under construction.

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4. Shipman & Goodwin did not fire me. I left in 2021 of my own volition, due to that firm's increase, especially during 2020, of its representation of Connecticut municipalities in public finance, and labor and employment matters, which (unlike the boards of education work) created a conflict for my land development work. Such things sometimes happen in the legal business. When I left in 2021, Shipman & Goodwin gave me a nice party, and I maintain cordial, professional and personal relationships with the lawyers and staff at that firm.

Very truly yours,



Timothy S. Hollister

TSH:kcs

cc: 751 Weed Street LLC