

WOODLAND PARK IMPROVEMENT ASSOCIATION

Minutes of the General Meeting, February 24, 1999

The meeting was called to order at 7:05 P.M. by President Karen Breen-Bondie with all officers present.

Karen first stated that the post office has notified the Association that our newsletter cannot be delivered in mailboxes.

Discussion then followed regarding the snow removal service. There were several complaints after the January storm and there is some question as to whether we should continue with the same service, find another service or discontinue entirely. At the present, no resolution has been reached.

Karen will note in the next newsletter that all general comments, complaints and suggestions be addressed to the block captain who will then refer them to the Board.

Kevin Breck then gave his report regarding the Wetmore and Thermo-Fire parking lots. He has talked to Chris Lynch and his attorney about our previous agreement. Both remember an oral agreement but a signed one is yet to be found. Mr. Lynch has agreed to meet with a subcommittee to negotiate the appearance of the improvements with dates and deadlines to be designated. Kevin's recommendations and suggestions are on the attached memo to Karen.

A board meeting has been scheduled for Monday, March 8, to review the suggestions and appoint a subcommittee to work with both Wetmore's and Thermo-Fire. An annual meeting will be scheduled the end of March to elect officers.

The meeting was adjourned at 8:15 P.M.

Respectfully submitted,

Ellen Hill

Ellen Hill
Secretary

M E M O R A N D U M

TO: Karen Breen-Bondie
Woodland Park Association

FROM: Kevin H. Breck

RE: Wetmore's and Thermo-Fire

DATE: February 24, 1999

Since our last meeting, I have been able to determine the following:

1. Lyle Russell recalls that an agreement was signed with Wetmore's. Chris Lynch and his attorney cannot recall whether an agreement was signed, but Mr. Lynch believe there was at least an oral agreement;
2. Wetmore's was granted, with the support of the Association, a variance (not a re-zoning) permitting commercial parking on the vacant property, subject to compliance with the requirements of the P-2 parking district;
3. Mr. Lynch says that he is willing, regardless of whether an agreement was signed or not, to meet with the duly appointed subcommittee to negotiate the appearance of the improvements to be built on the property and to proceed with the terms of the agreement.

The agreement with Wetmore's, regardless of whether it was signed, has a number of contingencies: it is not effective until (1) a variance is granted; and (2) an order is entered with this court modifying the permanent injunction. If the agreement has been signed (Mr. Lynch's attorney is checking his file) then an Order must be drafted, signed by both parties, and entered with the court. If, on the other hand, the agreement has not been signed, I recommend that the Association negotiate to impose reasonable time limits on the acts required by the agreement. If, however, Lynch refuses to renegotiate the agreement, then I recommend executing the agreement in its current version.

The Board should be prepared to meet as necessary either to negotiate or sign the agreement with Wetmore's.

If Mr. Lynch is amenable to "tweaking" the agreement, then the Thermo-Fire agreement should be similarly modified.

The Thermo-Fire agreement should be negotiated (and conformed to Wetmore's agreement) and signed. The burden will then fall on Thermo-Fire to seek a variance and then on both the parties to enter a modified decree.

The Association should appoint a committee of three to meet with both Wetmore's and Thermo-Fire to negotiate the improvements and landscaping to the property.