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**REPORT OF INVESTIGATION REGARDING  
ALLEGATIONS OF SEXUAL MISCONDUCT  
BY ARTHUR WILKINSON**

April 2, 2019

Thomas J. Murphy  
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**REPORT OF INVESTIGATION**

**I. SCOPE OF ENGAGEMENT**

In late September 2018, counsel for the Town of Salisbury, Thomas S. Marrion, Esq. of Hinckley Allen & Snyder LLP, retained this law firm to conduct an independent investigation of allegations related to Mr. Arthur Wilkinson. That retention was formalized in an engagement letter dated September 18, 2018. See Tab A.

Mr. Wilkinson served as the Director of Recreation for the Town of Salisbury from June 1966 to September 2005. In carrying out this investigation, we were asked to gather any relevant documents, interview witnesses, and conduct related research. We were directed to use a preponderance-of-the-evidence standard in reaching our findings and conclusions, after which we were to report our findings and conclusions in such form and manner as requested by the Town's counsel.

As requested by Attorney Marrion, we prepared this written report as a summary of the key information we received in our investigation, as well as a description of our principal conclusions and opinions. As further requested by Attorney Marrion, we have anonymized the names of the people who reported information to us with two exceptions. We have not anonymized references to Mr. Robert Wallingford, as his statements describing his allegations about Mr. Wilkinson's sexual misconduct toward him were made publicly and effectively began this investigative process. See, e.g., Tab B. We also have not anonymized Mr. Wilkinson's name, as he is the individual who has been publicly accused of misconduct.

On October 1, 2018, the Town Selectmen announced the existence of this investigation to the community at a Board of Selectmen Meeting held that day. See Tab C. The information to contact this firm to provide information related to the investigation was thereafter posted to the Town's website. That announcement included the means by which interested individuals could contact the investigative team.

**II. INVESTIGATIVE TEAM**

The investigative team consisted of Thomas J. Murphy, Esq. and James J. Healy, Esq., assisted at times by our colleague James T. Cowdery, Esq. Our respective biographies are attached as Tab D.

**III. INVESTIGATIVE STEPS**

This investigation proceeded in the manner that investigations of this nature typically do in our experience. Not being governmental authorities, and not being parties engaged in litigation, we lacked the ability to compel witnesses to speak to us or to require people to produce documents or other evidence to us. Rather, we were required, as is usual in this type of investigation, to rely on the willingness of people to deal with us voluntarily.

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We conducted the following steps in carrying out this investigation:

- a. We began by interviewing Robert Wallingford and obtaining more detail about his prior public statements related to Arthur Wilkinson. We also received from him the names of others whom he knew or believed to have been abused by Mr. Wilkinson, or whom he believed to have other relevant information.
- b. We reviewed the video recording of the September 10, 2018 Board of Selectman meeting at which multiple people called for an investigation of Arthur Wilkinson's actions.
- c. We reviewed Mr. Wilkinson's personnel file, such as it was, given that any records related to his employment as Recreation Director between June 1966 and August 1985 were destroyed when the old Town Hall burned down on August 5, 1985.
- d. We conducted research as necessary, and to the extent possible, in publicly available documents, including court and police records and online newspaper archives. We also conducted internet research related to names and events that arose in the course of the investigation, including, as necessary, using the services of an online private investigator to try to locate contact information for certain individuals whom we sought to interview.
- e. We viewed the key sites, such as the Grove, to gain a sense of the settings people were describing to us, recognizing that some locations, such as the building at the Grove, are new since the time of most of these allegations.
- f. We thereafter began to interview as many people as would speak to us, either in person or by phone depending on the individual's preference and other practical circumstances, such as where they now lived. By the conclusion of our investigation, we had interviewed a total of 38 people, some who had much to say, and others who were brief, a number of them on more than one occasion.
- g. We attempted to interview an additional 12 people about whom we had received allegations from others that they, too, had been the victims of abuse by Wilkinson, or had other relevant information. We made multiple efforts to reach out to these 12 additional people either by phone, email, and/or regular mail. Only one of those 12 individuals ever responded to us, and he did so very late in the process. When he did respond, that person, Witness 45, did so on his own terms. He provided limited information by email, but refused either to be interviewed by us, or to answer specific questions posed to him in writing.

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- h. Our final interview was of Arthur Wilkinson, which we conducted on January 30, 2019. That interview was in person, and lasted approximately one hour and 40 minutes.

**IV. REVIEW OF THE ALLEGATIONS AND FINDINGS**

**A. The Key Information From Our Interviews**

Among the 38 people we interviewed, 11 of them – Witnesses 1 (Robert Wallingford), 4, 9, 11, 12, 19, 24, 25, 29, 33, and 38 – reported first hand that they had experienced unwanted, inappropriate sexual conduct by Arthur Wilkinson when they were young. The conduct they described by Wilkinson ranged from improper touching of their breasts, buttocks, and genitalia through clothing and/or while swimming, to incidents of mutual or solo masturbation, all the way to attempted and actual penetrative sexual acts. These incidents were said to have occurred in various places, most commonly in Wilkinson’s apartment (prior to his marriage in 1972), his office, in the lake at the Grove, on the Town fields, and at the Salisbury Central School.

In addition to these 11 individuals from whom we received first-hand accounts of abuse, we also heard from three other people who reported having been told by now-deceased adults that Wilkinson had sexually abused others at a time when they were children. Specifically, Witness 6 reported having been told by two men who were close to her, both of whom have since died, that Wilkinson had sexually abused them when they were minors. Another person, Witness 52, separately informed us that these same two now-deceased men – her close relatives – had similarly detailed serious acts of sexual abuse to her almost 30 years ago. Witness 3 told us that she had been told years ago by a now-deceased female friend that Wilkinson had groped that woman’s son.

The allegations of misconduct reflected certain patterns:

- The individuals affected were almost always between the ages of 12 and 14 when the events occurred.
- Most of the most serious claims of abuse came from individuals raised in families that were single-parent or were otherwise more complicated than traditional, intact, two-parent families.
- Multiple witnesses – some separated by more than 25 years – described similarly how Wilkinson would grab them from behind with one arm, pinning their arms to their bodies, as he masturbated himself while whispering in their ear about how he loved them and/or found them attractive.
- Multiple witnesses recalled the incidents of abuse occurring at Wilkinson’s pre-marriage

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apartment, which was above a garage, including while other kids were nearby in another room.

- Multiple witnesses reported having undergone therapy later in life during which their childhood abuse by Wilkinson was disclosed and became a significant topic.

In addition to Robert Wallingford, we heard from people who knew Robert Wallingford when they were younger, and who, like him, described acts of significant sexual abuse of them when they were children. (Witnesses 9, 11, and 33.) We also heard from others much younger than Robert Wallingford, including some who have never even met Robert Wallingford. (Witnesses 4, 19, 24, 25, and 38.) We spoke to one individual, Witness 33, with whom we connected in a cold phone call, who now lives out of state. That individual reported being unaware of the investigation prior to our call. Now in his 50s, he said he was willing to speak to us because he had come to terms with what had happened to him. He recounted how Wilkinson had given him “handjobs and blowjobs” on four or five occasions when he stayed in Wilkinson’s apartment, and then had asked him to do the same to Wilkinson in return. We also heard from a woman, Witness 24, now in her 50s, who remembered Wilkinson abusing her beginning at age eight. Like others, she said she was held from behind while he masturbated and whispered in her ear. She reported that Wilkinson also digitally penetrated her vagina, rubbed his penis over her vagina, and orally contacted her vagina. When she started to develop, however, he no longer pursued her.

We also heard from 8 individuals, Witnesses 2, 7, 8, 14, 12, 17, 20, and 21, several from the same family, who met or spoke with us to convey their strongly held views that the claims made against Arthur Wilkinson by Robert Wallingford and at the September 10, 2018 Board of Selectmen meeting were not consistent with the man they know. These individuals have long socialized with Wilkinson, including some who have spent holidays with him. Although we do not doubt these individuals’ sincerely held personal beliefs about Wilkinson, they were not able to offer any evidence that addressed or refuted the specific allegations of the accusers. They could not, as but one example, say that Robert Wallingford had never stayed over at Wilkinson’s apartment prior to Wilkinson’s marriage in 1972. Instead, these individuals suggested that the accusers – at least the ones known to them because they had made their claims publicly – were motivated by economic gain, jealousy, and/or were the products of broken homes. In particular, several of these individuals singled out Robert Wallingford’s mother and her parenting style, and suggested that witness accounts from Wallingford family and friends were unreliable for that reason.

Several witnesses told us that they understood that Wilkinson had been disciplined by the Town at some point. Specifically, these individuals told us that they believed Wilkinson had been suspended and/or placed on sabbatical by the Town for reasons related to sexual misconduct. None of the people who reported this belief to us, however, had any concrete information. Most of these witnesses reported second-hand information and/or offered the names of other witnesses who might possess specific knowledge. There was a general belief

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among these witnesses that a suspension/sabbatical had happened at some point during the time that Charlotte Reid was the First Selectman (1973 to 1989). We were unable, however, to find anything in our interviews or our review of documents that would corroborate the suggestion of disciplinary action having been taken against Wilkinson. We were hamstrung in this effort in part by the fact that the Town's personnel files for the first 19 years of Wilkinson's employment were destroyed in the 1985 Town Hall fire. There is nothing in his post-1985 personnel file to suggest any such discipline, and Charlotte Reid died in 2011, so she was not available to be interviewed. We were told that Witness 46 would know about this discipline, but that person proved able to recount only information he had heard from others, thus adding nothing of substance to this topic. We were similarly told that Witness 45 should know about this matter, but, as noted earlier, he would not agree to be interviewed, nor would he answer written questions from us. As a consequence, we were unable to explore his knowledge of this topic. We also spoke to former First Selectman Val Bernardoni (1999 to 2005) to determine whether he had any knowledge of this claim of a suspension, or anything else negative related to Wilkinson. He did not.

**B. Our Interview of Arthur Wilkinson**

As noted, the last person we interviewed was Arthur Wilkinson. We met Wilkinson in person in a private suite at the Interlaken Inn on January 30, 2019, for an interview that lasted a little more than an hour and one-half. We began the interview by asking Wilkinson to confirm certain background facts, such as his education, dates of service and scope of duties as the Recreation Director, and the like. Wilkinson filibustered in responding to these questions, going on at length to offer needless detail about extraneous topics. As but one example, he spoke for an extended time about the number of Sunfish sailboats that had been purchased for the Town's sailing program, including specifics on the source of the funding for the purchases, as compared to the number of similar sailboats he had owned personally and from whom he had acquired them.

After much too much time spent on such irrelevant detail, we asked Wilkinson if he had read the Robert Wallingford letter, see Tab B, the document that had effectively led to this investigation. In asking that question, we already knew from some of the witnesses we had spoken to who were supporters of Wilkinson that they had discussed the allegations with him. We also had sent him a letter requesting an opportunity to meet with him as part of an investigation that concerned "certain allegations related to your conduct as the Town's Recreation Director," see Tab E, which letter led to Wilkinson calling us to arrange an interview. Yet, despite being well aware of the purpose of our interview, Wilkinson responded to the question about the Robert Wallingford letter by asking, seemingly seriously: "So you want to go there?" What followed was an extended period when Wilkinson barely made eye contact with us, while nervously and loudly tapping his foot under the table.

We then went through a list of 23 names, which included 9 of the 11 people who had

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made first-hand claims of sexual misconduct, the 3 now-deceased individuals, and most of the group of 12 people who were said to have been victims of misconduct who, with one exception, never responded to our inquiries.<sup>1</sup> For each person, our question to Wilkinson was straightforward: Had he ever engaged in any sexual conduct either with or around the individuals named?

Wilkinson disputed Robert Wallingford's claims, as described in Wallingford's letter, as complete fabrications. At the same time, he acknowledged that there were a few times when Robert Wallingford stayed at his apartment. As for the other individuals whom we identified to Wilkinson as having made first-hand claims of misconduct, Wilkinson typically began his response to hearing each individual's name by engaging in conduct that struck us, again, as filibustering. He often spoke of who was in the person's family, what activities he or she had engaged in through the Town's programs, and whether they had ever stayed at his home or elsewhere with him. Only after these often-lengthy prefaces, and usually only after we directly prompted him to do so, would he respond to our key question related to sexual misconduct. When he did, he said "no," but he exhibited none of the outrage to be expected from someone who is being falsely accused. He consistently looked at the table, avoiding eye contact. In the process, he confirmed that almost every one of the victims who alleged that their abuse had occurred at Wilkinson's pre-marriage apartment, had in fact stayed there overnight. Wilkinson also confirmed other details of the accusers' accounts without any prompting by our questions, including that he had camped out with one of them at Mt. Riga, and that another had confronted him in a store about a month before the first allegation was made public. None of Wilkinson's denials advanced a claim that he could not possibly have done what was alleged because, for example, he did not know the individual and/or never had had any contact with the individual.

We asked Wilkinson why he thought so many people would manufacture these damaging claims so long after the fact. Referring to the Wallingford family, Wilkinson suggested that those then-children had been angry with him because he had stopped dating their mother after about four years around 1970. Doing so, he suggested, amounted in their minds to another abandonment of them similar to when their father had left the family years earlier. For others, Wilkinson attributed their allegations to jealousy. By way of example, he explained that kids whose families did not have resources did not have the ability to front the substantial damage deposit he required before he would allow someone to use one of his personally owned Sunfish sailboats. When pressed about whether those long-ago, seemingly childish concerns were, in his view, sufficient justifications for multiple people to make very serious, false accusations so many years later, Wilkinson said that he could not say.

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<sup>1</sup> Because some of the information we received had come to us through individuals who did not wish to be identified to Wilkinson, we did not identify to Wilkinson every single person about whom we had received information. Wilkinson nonetheless offered a general denial of having engaged in sexual misconduct with anyone.

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Our investigation had revealed information that Wilkinson had been charged in the past in Massachusetts with a public-indecency/morals-type charge, and that he had also been investigated by the Connecticut State Police for an incident related to one of the 11 people who made first-hand claims. When we asked Wilkinson to tell us about his history with law enforcement, he demonstrated concern and surprise, saying: “I don’t want to go there.” When we said that we were particularly interested in hearing about the morals charge he had faced in Massachusetts, Wilkinson responded: “I’m not going to speak about that. It had nothing to do with my work for the Town of Salisbury.”<sup>2</sup>

During our interview, Wilkinson denied ever having been disciplined in the nature of a suspension or forced sabbatical. After the interview, he followed up with an email that suggested that people may have confused some lengthy absences he had taken for educational/training purposes and/or vacations for something more. See Tab F.

**C. Our Findings/Opinions**

Applying the preponderance-of-the-evidence standard, our opinion is that the people making allegations of abuse are credible, and that Arthur Wilkinson’s denials are not credible.

**1. The First-Hand Complainants**

Focusing on only the 11 individuals asserting first-hand claims for these purposes, we found their demeanor to be consistent with their allegations. Several, typically those who described the worst abuse, credibly recounted the long-term consequences they have suffered from their encounters with Wilkinson. Several of them recounted seeking therapy later in life that included dealing with these childhood incidents. They revealed appropriate emotional reactions that seemed genuine, and not at all feigned or overblown. When tears came, they were real and fully appropriate to the circumstances.

We found persuasive the fact that multiple witnesses described a similar pattern of conduct by Wilkinson despite those witnesses not being friends with one another, not having any apparent contact with each other, and/or being many years apart in age. While not all details of

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<sup>2</sup> Wilkinson did, however, discuss the investigation by the Connecticut State Police, presumably because it related directly to an allegation by one of the 11 individuals who reported first-hand misconduct by Wilkinson during his time as Recreation Director. In response, Wilkinson generally denied any wrongdoing in that incident, offering instead a version of events significantly different from what we had heard from Witnesses 18, 23, and 25. That investigation stalled when the family in question elected not to pursue the matter further in light of the age of the alleged victim. For many of the same reasons set forth below, we also did not find Wilkinson’s version of facts related to this matter credible.



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their descriptions aligned precisely, their respective descriptions bore important consistencies.

We also found persuasive the fact that many of these witnesses had told others of this abuse in the past. They had not, in other words, only recently revealed these claims for the first time when Robert Wallingford came forward publicly.

We also found significance in the sheer number of people who made allegations. When more than 10 people step forward in difficult circumstances to report embarrassing events to complete strangers, it becomes far less likely that there is an orchestrated conspiracy to falsely accuse. People with no allegiance to one another are very unlikely to band together in large numbers to make false allegations against an innocent person decades after the fact.

We also found significance in the age of these allegations. With limited exception, the individuals who reported first-hand incidents with Arthur Wilkinson have recounted conduct that is outside the applicable civil and criminal statutes of limitation. And, in any event, not one of those 11 people making first-hand allegations has brought any claim for damages. Thus, the suggestion by witnesses supporting Wilkinson that the accusers are economically motivated to tell lies rings hollow to us on the present facts.

**2. Those Who Declined to Respond**

We think it is significant too that another 11 people declined to respond in any way to our inquiries. These individuals are all people identified by others as likely victims of Wilkinson. While we fully recognize that some people may well have declined to respond because they wanted nothing to do with this investigation, we also think that people about whom we had received false claims of abuse could easily have contacted us to deny that they had ever been victimized. Not one of these 11 individuals did so. Instead, they chose to ignore multiple attempts to contact them. In our experience, someone wrongly inserted into a story like this one typically will take the opportunity to make clear that the claims are false, if they are.

**3. Witness 45**

As noted earlier in this report, Witness 45 was someone who contacted us very late in the investigative process. We had been told by others that he had been victimized by Wilkinson, and so we wrote to Witness 45 on two occasions, first on November 6, 2018, and again on January 28, 2019. On both occasions, we invited Witness 45 to speak to us. In the second letter we made clear that our investigation was reaching its conclusion.

We first heard from Witness 45 by email on February 25, 2019, almost 16 weeks after our initial letter, as we were concluding our investigation. In a series of several emails with us, Witness 45 asserted that Robert Wallingford's claims were lies, suggesting that Robert Wallingford and others had an economic motive to fabricate their claims. Indeed, he suggested

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that Robert Wallingford had built a career on lies. At the same time, he conceded that he could “not prove whether or not Art [Wilkinson] touched Robert [Wallingford] inappropriately.” He declined to speak to us, in person or by phone, and he insisted that any follow-up communications with him be conducted in writing. When we then sent him a series of questions in writing to further probe his assertions, Witness 45 did not address them. Instead, he reiterated that the Art Wilkinson he knew had not abused boys, and asserted that he and his “group” believed Robert Wallingford to be lying. When asked whether the members of his “group” would speak to us, Witness 45 responded that some of them were dead, and the others, he assumed, had already spoken to us. Not knowing the names of the people he defines as his “group,” we do not know whether we have spoken to any of them. We note, however, that, unless they have died in the last few months, it is hard to see how Witness 45 could have reviewed Robert Wallingford’s allegations with them.

On balance then, Witness 45 is, at most, another person who does not believe that Arthur Wilkinson is the type of person who would do what is alleged, although even he acknowledges that he cannot refute Robert Wallingford’s specific claims of abuse. Moreover, given that Witness 45 has a unique connection to Wilkinson suggestive of likely bias; given that he has offered no basis to dispute the accounts of the 10 other people making first-hand claims of various sorts of sexual abuse by Wilkinson, some far more serious than those advanced by Robert Wallingford; and given further that he would not agree to subject himself to an interview – something that all 11 of the first-hand claimants agreed to do – we do not believe Witness 45’s opinions do anything to alter our conclusions.<sup>3</sup>

#### **4. Arthur Wilkinson’s Denials**

We did not find Wilkinson’s denials credible for a number of reasons, including:

- His denials were pro forma; he expressed nothing approaching the outrage to be expected of someone wrongly accused of numerous acts of sexual misconduct with children.

- His demeanor was not consistent with truthfulness. He went on at length about irrelevancies to avoid the heart of the matter. He made eye contact only when discussing insignificant information. He began to tap his foot nervously when pressed and the questioning turned to Robert Wallingford’s allegations.

- He confirmed that he was often in the places with the then-children in question,

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<sup>3</sup> Witness 46, a childhood friend and peer of both Robert Wallingford and Witness 45, had no information about whether Robert Wallingford or Witness 45 had been abused by Wilkinson. He was, however, one of a number of witnesses who reported that people knew to stay away from Wilkinson back at the time.

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but stated that nothing improper had ever happened with any of them.

- His refusal to discuss his criminal history struck us as significant and concerning. While not itself proof that Wilkinson engaged in any of the misconduct alleged by various witnesses, his refusal to discuss his criminal history stood in stark contrast to his openness in long-winded discussions of irrelevant details. Moreover, it seemed inconsistent with the person that Wilkinson's supporters believe him to be. At the same time, we were not able to confirm any disciplinary action having been taken against Wilkinson at any time by the Town, and, as such, we place no weight on the belief by some that such discipline may have happened.

- He could offer no convincing explanation for why a large number of individuals – many of them with no connection to one another – would align themselves to make false accusations against him many years after the events in question.

In sum, multiple people credibly described circumstances that have not been shown to us to be false or inaccurate. On the other hand, Arthur Wilkinson offered no credible denials of their allegations. His own statements placed many of the complainants where they alleged they were harmed. And, he had no persuasive reason for why so many people – many without connections to each other – would align years after the fact to falsely accuse an innocent, long-retired individual. In our opinion, the preponderance of the evidence lies with those who have alleged misconduct by Arthur Wilkinson.

## V. CONCLUSION

We appreciate the opportunity to have worked on this inquiry, which we know is a difficult process for the Town and its current and former residents to have undergone. Unless any additional witnesses choose now to speak to us about these matters, we believe we have pursued the meaningful leads related to the allegations we were asked to investigate. We are of course open to pursuing any additional ideas you and or the Selectmen may have.

**Tab A**

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September 18, 2018

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**ATTORNEY-CLIENT CORRESPONDENCE**

Thomas S. Marrion, Esq.  
Hinckley Allen & Snyder LLP  
20 Church Street  
Hartford, CT 06103

Re: **Privileged Independent Investigation**

Dear Attorney Marrion:

It is our practice, and, as you know, a requirement of Connecticut's ethics rules, to set out in writing the terms of our retention. Accordingly, please allow this letter to confirm our recent discussions in which you and your colleagues at Hinckley, Allen & Snyder LLP, acting with approval of your client, the Town of Salisbury ("the Town"), have retained this firm to conduct a privileged independent investigation of recently received allegations of alleged misconduct by Mr. Arthur Wilkinson, the former Recreation Director for the Town.

Based on our recent discussions, we understand that we are to commence this investigation by reviewing any available documents and other preliminary materials received from you, including any personnel file for Mr. Wilkinson, as well as any recordings of a September 10, 2018 meeting of the Town's Board of Selectmen. Based on the information obtained from those materials, as well as from any other information received from representatives of the Town, we will then identify people we would seek to interview to assess the allegations against Mr. Wilkinson. Any such interviews would be intended to obtain any additional information the interviewees may know about those allegations, as well as to assess the credibility of those individuals. We will of course also seek to interview Mr. Wilkinson to determine his responses to any such allegations, to receive any responsive evidence or other information he may wish to share with us, and to assess his credibility. Should we learn of any additional information believed to be in the possession of the Town as we proceed in this investigation, we will of course request that material through you.

COWDERY & MURPHY, LLC

Thomas S. Marrion, Esq.

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We understand that you and your firm are engaging this firm in an agency capacity. As such, we understand that any information or other material obtained by this firm concerning this investigation is intended to remain confidential and subject to the attorney-client privilege you enjoy with the Town. We understand, therefore, that we are not to disclose any information we obtain in the course of this investigation to anyone other than you or someone else whom you designate. Because this firm will be acting for Hinckley, Allen & Snyder, LLP in our rendition of these services, we understand that any information we acquire while acting at your direction in this matter relating in any way to your representation of the Town shall not be disclosed at any time except to you or to those whom you may choose to designate, as it will be subject to the attorney-client and work-product privileges unless and until waived. In the event this firm has any questions about your intent to maintain privilege over this investigation, we will contact you.

In undertaking this investigation, we represent and agree that this firm:

- is aware of no prior or current connections of any kind with anyone known to be involved in this matter;

- will not undertake, during the course of this engagement, any engagement or employment in any way related to this matter without your prior consent;

- will employ no illegal means in the performance of these services and will employ no deceitful means without first fully explaining the proposed means to you and obtaining your consent;

- will employ only such investigative means as are consistent with the applicable standards of professional conduct;

- will keep you informed of significant developments regarding the performance of the services for which we have been engaged by you;

- will not communicate with or disclose any information regarding this matter to the media without your prior consent;

- will contact any party whom we know or believe to be represented by a lawyer only in keeping with applicable ethical limitations;

- will promptly inform you if we are served with legal process and/or any FOIA requests regarding this matter, understanding that you will be responsible for assessing, asserting, and/or litigating any bars to our compliance with any such legal processes, including on grounds of privilege;

- will, at the conclusion of this engagement, deliver to you, upon request, all confidential information obtained from you or the Town; and

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Thomas S. Marrion, Esq.

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- will immediately contact you if any questions arise regarding the foregoing understandings.

The attached fee schedule reflects our standard billing rates. Because the Town is a municipality, we will discount our fees for this work as reflected on the attached schedule. In addition, we will bill the Town for our necessary out-of-pocket expenses incurred in the course of this representation. Depending on how this matter proceeds, those expenses could, by way of example, include expenses for travel, parking, postage, delivery charges, and photocopying. Should it prove necessary to conduct any legal research to perform this work, we also charge for computerized legal research at a rate not to exceed \$1 per minute, except for searches that fall outside our comprehensive Westlaw plan, which will be billed to the Town at our cost. We will incur no significant expense without your prior knowledge and consent.

We will send our invoices for fees and expenses to the Town through you each month. We understand that the Town will be responsible for paying this firm. Our invoices will be accompanied by a description of the services rendered and expenses incurred on the Town's behalf. If you or the Town have any questions or comments concerning any of our bills, please call me promptly so we can resolve them. Our monthly invoices will be accompanied by back-up containing information protected by the Town's attorney-client privilege. Those invoices will be sent to your attention in envelopes marked privileged and confidential.

Please be advised that failure to make timely payment of our invoices is a material breach of this agreement and may result in our taking steps to terminate our work, as set forth below. We will maintain a lien on all files in our possession and their content until we have received payment in full on all amounts due.

You may terminate our work on this investigation at any time without cause by notifying us in writing. Upon receipt of the notice to terminate our work, we will cease immediately. The Town will be responsible for paying all fees and expenses incurred on this matter until written notice of termination is received by our firm.

To the extent permitted by the Rules of Professional Conduct, we may terminate our work at any time if either you or the Town breach any material term of this agreement; if a conflict of interest develops or is discovered; or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing involvement unlawful, unethical, or otherwise inappropriate.

If we elect to terminate, you agree to take all steps reasonably necessary and to cooperate as reasonably required to enable us to appropriately terminate our work. If we terminate our involvement in this investigation for a reason contemplated by this agreement, the Town agrees to pay our fees and expenses prior to termination.

COWDERY & MURPHY, LLC

Thomas S. Marrion, Esq.

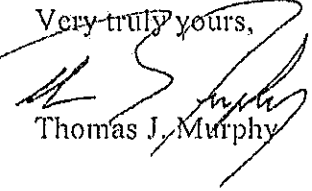
September 18, 2018

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In the interest of facilitating our services, we understand that we may communicate with you or others by email or facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to this investigation may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep those communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. On behalf of the Town, you hereby consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We will retain our files related to this investigation for a period of seven years after we close our file. At the expiration of the seven-year period, we will destroy these files. At this point, we do not have sufficient information to form an opinion as to the probable future course of this matter. Accordingly, we cannot accurately estimate the total fees and expenses to complete this investigation.

If this letter meets with your and the Town's approval, please execute it and return it to me, retaining a copy for your files. If any aspect of the letter is unclear, or if you or the Town have any questions with respect to the terms of our agreement, please contact me. Thank you.

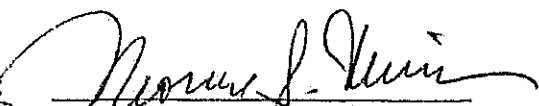
Very truly yours,  
  
Thomas J. Murphy

TJM:

**AGREED TO AND ACCEPTED:**

Hinckley, Allen & Snyder LLP hereby retains Cowdery & Murphy, LLC in accordance with the terms of the foregoing agreement.

Hinckley, Allen & Snyder, LLP

By:   
Thomas S. Marrion, Esq.



COWDERY & MURPHY, LLC

Thomas S. Marrion, Esq.

September 18, 2018

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COWDERY & MURPHY, LLC FEE SCHEDULE

	<u>Standard</u>	<u>Discounted for the Town</u>
James T. Cowdery:	\$450 per hour	\$400 per hour
Thomas J. Murphy:	\$450 per hour	\$400 per hour
James J. Healy:	\$350 per hour	\$310 per hour
John P. D'Ambrosio	\$350 per hour	\$310 per hour
Paralegals/Law Clerks:	\$100 per hour	\$80 per hour

## **Tab B**

# **ROBIN HOOD RADIO ON DEMAND**

## **AUDIO PAGE**

ROBIN HOOD RADIO IS LISTENER SUPPORTED LOCAL PUBLIC RADIO. THANK YOU FOR LISTENING. PLEASE HELP KEEP US FREE AND INDEPENDENT BY BECOMING A SUPPORTER

[HOME](#) > [PODCAST](#) > [MARSHALL MILES INTERVIEWS ROBERT WALLINGFORD: MY STORY OF SEXUAL ABUSE AND MOLESTATION](#)

## **Marshall Miles Interviews Robert Wallingford: My Story of Sexual Abuse and Molestation**

BY [EDITOR](#) on [AUGUST 24, 2018](#) · ( 1 )

My story of sexual abuse and molestation:

When I was 12, my father decided to leave our family for a life with God. My mother decided she was too embarrassed to live as a divorced woman in the town she grew up in, so she moved us all to Lakeville, CT, on Indian Mountain Road, directly across from IMS.

Us kids were all in culture shock, moving from a New York upscale suburb to the quiet, time-warped area known as the Berkshires. My first school experience (8th grade) at Salisbury Central was good, and I made several new friends that I'm still friends with to this day.

Then along came this guy, Art Wilkinson, who my mother thought would be a good, fatherlike male role model for me and would help me with my athletics. Art was the Towns Recreation Director who was recently hired from Springfield College to run the town's recreation programs. My mother decided it would be good for me to move in with Art, so I could "mature and grow up". I should have taken heed when the sign over my new bedroom door said, "Den of Iniquity."

Art would constantly masturbate in front of me and mouth the words "I love you" as he would climax. He would ask me to touch his penis. At night he would crawl into my bed and rub his erection against me. I would try to get away, but the more I struggled the more it turned him on. He was so strong that I just let him finish. He would roll on top on me and kiss me on the lips and tell me he loved me, and that it was okay if I didn't love my parents. He would take me to work with him daily to his office at the grove, and grope me whenever he had the chance. He would swim out with me to the bid raft and grab my penis underwater, thinking it was funny.

I managed to get away from him and move back home, stating to my mother it wasn't a pleasant experience. When I told her about Art she would say I was crazy and that's just "boys being boys". I would try to talk with friends about this and it got very embarrassing, so I just tucked it all away. Who does a twelve-year-old turn to in this circumstance? Had I been able to out this pedophile, then I truly think I could have saved further abuse from him.

This is my story in short, and I'm sure you get the picture. Now is the time to bring about some change on how society deals with guys like Art Wilkinson. He should be outed as the pedophile he is, and he can then suffer the consequences of his actions.

-Robert Blair Wallingford Jr.

Marshall Miles Interviews Robert Wallingford: My Story of Sexual Abuse...  
Interviews



00:00 / 00:14:19



1x



[Download file](#) | [Play in new window](#) | Duration: 00:14:19 | Recorded on August 24, 2018

Subscribe: [iTunes](#)

**1 reply**

## Tab C

CURTIS RAND  
FIRST SELECTMAN

Telephone: 860-435-5170  
Fax: 860-435-5172  
Email: townhall@salisburyct.us



TOWN OF SALISBURY  
CONNECTICUT

Christian Williams  
Donald Mayland  
Selectmen

Town Hall  
P.O. Box 548  
27 Main Street  
Salisbury, Connecticut 06068

**BOS – Minutes - 10.1.2018**

The Board of Selectmen Regular Meeting minutes of October 1, 2018.

**Present:** Curtis Rand, First Selectman; Christian Williams, Selectman; Donald Mayland, Selectman; Emily Egan, Secretary; members of the press and public.

The meeting was **called to order** at 5:00pm.

C. Williams made a motion to **approve the agenda**. D. Mayland seconded, and the motion as approved unanimously.

C. Williams made a motion to **approve the minutes** of September 10, 2018. C. Rand seconded, and the minutes were approved. D. Mayland abstained.

**First Selectman Report**

- Turri Electric, our contracted electricians who handle Town street lights, will be installing four sample fixtures soon on Main Street (Salisbury) and Lakeview Avenue (Lakeville).
- The Lakeville Route 44/41 Intersection is near completion. C. Rand mentioned the paving on the Town streets in Lakeville has been delayed due to weather. The Highway Department has been working on repairing dirt roads washed out from the significant amount of rain we received in the last few weeks.
- The reconstruction of the Town Hall steps has also been delayed due to weather. C. Rand announced there may be limited access to the steps starting this week, but the ramps will still be available.
- The new Transfer Station is being discussed between the engineer and lowest bidder to find ways to lower the cost. The cost of steel at this time has increased drastically over the past year.
- C. Rand mentioned the Town Hall might begin closing the building for a lunch hour. The time has not been decided, but will be announced when it has.
- C. Rand mentioned the upcoming Town Meeting scheduled for October 10th, 2018 at 7:30pm. This meeting includes voting on combining the Town's Land and Building capital accounts into one account, extra funding for the Town Hall steps rehabilitation, Planning & Zoning Commission planning upgrades, transfer funding for 414 Millerton Road renovations, LED streetlights, Open Space, Historic designation, and to exempt taxation of horses and ponies from property taxation.

**Old Business**

- a. C. Rand read the following statement: "Through its counsel, the Town of Salisbury has retained independent investigators to investigate the allegations concerning Mr.

Arthur Wilkinson. Those investigators are Thomas Murphy and James Healy of Cowdery & Murphy, LLC of Hartford. The Town is in the process of determining a location for the investigators to be available to speak to people who wish to speak to them. We will be announcing that information soon and at the same time will provide information on how to contact the investigators to arrange to speak to them.”

### **New Business**

- a. The Housatonic Youth Service Bureau (HYSB) requested permission to hold a running race on the bike trail in Town on October 6th, 2018. The Selectmen moved, seconded and approved the motion unanimously.
- b. Tom Callahan, Pope Committee Chairman (and Historic District Member), gave a brief presentation on the progress the Pope Committee has made in the last six months. He read the following charge: “The Committee will meet at least bi-monthly (minimum of 6x per year) to review uses for the 59 acre former Pope property on Salmon Kill Road. Uses may include housing, conservation, recreation, economic development, agriculture, and other uses as suggested by citizens of the Town. The Committee will meet in duly noticed public meetings and will report to the Board of Selectmen semi-annually and the Town Meeting annually. The Selectmen will elect the first Chairman and the Town will provide secretarial and administrative services. It is likely that the Committee would elect a Vice Chairman in the early meetings.” The Committee has decided momentarily to have monthly meetings to hear presentations from the different board members based on their expertise. Other board members include Lisa McAuliffe (Recreation), Jim Dresser (SAHC), Mat Kiefer (Agriculture), Sally Spillane (Conservation), Marty Whalen (Planning & Zoning) and Georgia Petry (Secretary). The Committee has seen presentations for soil & wetlands, from Mat Kiefer and Pat Hackett, affordable housing presented by John Harney, Mary Oppenheimer, Anne Kremer and George Massey, and conservation presented by Ruth Mulcahy and Larry Burcroff. The next two meeting will include presentations from Recreation and Planning and Zoning. The Committee would like to get the delineation of wetlands for the property and set up an RFP for soil testing. At the November Board of Selectmen meeting, the Committee will make the request to solicit the RFP. The next Pope Committee meeting will also include the election of a Vice Chairman.
- c. D. Mayland made a motion to designate Curtis Rand, chief elected official, to execute and to implement workforce development activities under the Workforce Innovation and Opportunity Act (WIOA). C. Williams seconded, and the motion was approved unanimously.
- d. D. Mayland made a motion to approve a loan resolution authorizing the Town of Salisbury for improvements to the Wastewater Collection System facility in the amount of \$2,521,300.00 from the United States Department of Agriculture. C. Williams seconded, and the motion was approved unanimously. D. Mayland also mentioned there were three advertisements to bid in the Republican American (10/10/18 issue) for the sewer rehabilitation project, phosphorus removal upgrades

and the Salmon Kill pump station project. Sealed bids are due by November 7, 2018.

- e. Newfield Construction Group, LLC has offered a proposal for its Construction Management services to the Town Hall building. The project scope includes: correcting drainage along the west side (rear) of the Town Hall, gutter and roof repairs, mold mitigation, minor basement renovations, bathroom renovations, HVAC, and glass replacement. The preconstruction service fee is \$15,000.00. C. Williams made a motion to approve the preconstruction service fee cost of \$15,000.00 to Newfield Construction Group, LLC. D. Mayland seconded, and the motion was approved unanimously.
- f. The Tax Collector, Jean Bell, recommended the following accounts for tax refund due to overpayment: Ally Bank, \$30.36. The Selectmen moved, seconded and approved the tax refunds unanimously.

**Citizen Comments**

There was mention of the 40th Salisbury Fall Festival to take place this Columbus Day weekend in Town.

**Adjourn: 5:35pm**



## **Tab D**

## **Thomas J. Murphy**

Thomas J. Murphy served from 1990 to 1997 as an Assistant United States Attorney for the District of Connecticut. As a federal prosecutor, Mr. Murphy handled complex white collar prosecutions, spanning the breadth of federal crimes, from the grand jury investigative stage through trial and appeal. While at the United States Attorney's Office in 1997, Mr. Murphy received the Executive Office of United States Attorneys Award for Superior Performance for his successful prosecution of the largest real estate investment fraud perpetrated in Connecticut.

Mr. Murphy currently represents clients in white collar criminal investigations and prosecutions, as well as in various quasi-criminal and regulatory proceedings. Mr. Murphy also handles internal investigations for clients concerning matters of statutory and regulatory compliance, and conducts fact-finding investigations for both governmental and private entities in response to allegations of misconduct, including claims of sexual misconduct in university and independent school settings. He has been selected for inclusion in *The Best Lawyers in America* and *New England Super Lawyers* for his work in white collar criminal defense. In addition, Mr. Murphy represents clients in a wide range of civil litigation, including commercial disputes, qui tam claims, and personal injury actions, in court, arbitration, and mediation. In 2015, Mr. Murphy was inducted into the Connecticut Law Tribune's Personal Injury Hall of Fame for his successful recovery at trial of a multi-million-dollar verdict in a wrongful death action.

Mr. Murphy previously served as the Chairman of the United States District Court's Magistrate Merit Review Panel considering the reappointment of United States Magistrate Judges from 2008 to 2012. He also served on the Federal Grievance Committee of the United States District Court, and was a member of the Federal Judiciary Committee of the Connecticut Bar Association. As a member of the adjunct faculty of the University of Connecticut School of Law, Mr. Murphy has taught both Appellate Practice and Criminal Procedure.

Mr. Murphy is a former law clerk to the Honorable George C. Pratt of the United States Court of Appeals for the Second Circuit from 1985 to 1987. He graduated magna cum laude from St. John's University School of Law, where he was the Editor-in-Chief of the *St. John's Law Review*. Mr. Murphy is a Phi Beta Kappa, magna cum laude graduate of Georgetown University.

## **James T. Cowdery**

James T. Cowdery is the former Chief of the Criminal Division of the United States Attorney's Office for the District of Connecticut and former Chief of the Organized Crime Drug Enforcement Task Force. In 1989, he received the Federal Bar Association Younger Lawyer Award for Distinguished Federal Service. He has been selected for inclusion in *The Best Lawyers in America* for his work in white collar criminal defense.

Mr. Cowdery currently practices in the areas of white collar criminal defense, commercial litigation and internal investigations for companies, governmental entities and schools. Mr. Cowdery currently serves as the Chairman of the Committee on Criminal Rules and Practice of the U.S. District Court for the District of Connecticut. He also currently serves on the Connecticut Bar Association's Fair and Impartial Courts Committee.

Mr. Cowdery previously served as a member of the State of Connecticut Judicial Review Council, which investigates and conducts hearings on complaints of misconduct against members of the Connecticut judiciary. He also served on the Standing Committee on the Criminal Justice Act Panel of the United States District Court for the District of Connecticut.

Mr. Cowdery is a former law clerk to the Honorable Thomas J. Meskill of the United States Court of Appeals for the Second Circuit. He graduated with high honors from the University of Connecticut School of Law, where he served as Editor-in-Chief of the Connecticut Law Review and received the William F. Starr Prize Fellowship for Scholarship and Leadership. He is a Phi Beta Kappa graduate of Trinity College.

## **James J. Healy**

James J. Healy originally joined Cowdery & Murphy, LLC in 2010 after serving as a law clerk to the Honorable Christopher F. Droney on the United States District Court for the District of Connecticut. In 2012, Mr. Healy returned to serve as a law clerk to Judge Droney on the United States Court of Appeals for the Second Circuit, and rejoined the Firm in 2013.

Mr. Healy is engaged in the Firm's civil, appellate, white collar, and internal investigation practice areas. He represents clients in criminal and civil matters in state and federal courts, both at trial and on appeal. Along with Thomas Murphy, Mr. Healy tried a wrongful death case in Connecticut Superior Court, securing a multi-million-dollar jury verdict. For these efforts, he was inducted into the Connecticut Law Tribune's Personal Injury Hall of Fame. In 2015, the Connecticut Law Tribune recognized Mr. Healy as a "New Leader in the Law."

Mr. Healy earned his A.B. in Government and History, with distinction, from Cornell University in 2006 and his J.D. from the Duke University School of Law in 2009. He is an officer and executive board member of the Federal Practice Section of the Connecticut Bar Association. Mr. Healy also serves as a panelist for the Connecticut Trial Lawyers Association's annual Supreme and Appellate Court Review presentation.

## Tab E

LAW OFFICES OF  
COWDERY & MURPHY, LLC  
280 TRUMBULL STREET  
HARTFORD, CONNECTICUT 06103-3599

THOMAS J. MURPHY

www.cowderymurphy.com  
TELEPHONE (860) 278-5555  
FACSIMILE (860) 249-0012

WRITER'S E-MAIL:  
tmurphy@cowderymurphy.com

November 27, 2018

**BY CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Mr. Arthur Wilkinson  
[REDACTED]

Mr. Arthur Wilkinson  
[REDACTED]

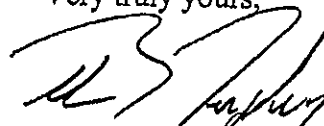
Re: **Town of Salisbury - Independent Investigation**

Dear Mr. Wilkinson:

As I understand you are already aware, counsel for the Town of Salisbury has retained this law firm to conduct an independent investigation of certain allegations related to your conduct as the Town's former Recreation Director. We would like to arrange a time to meet with you to inquire about those allegations, and to allow you an opportunity to respond to them.

Would you please call either me or my partner, James Healy, to arrange a time to meet? Our phone number is 860-278-5555. We look forward to hearing from you. Thank you.

Very truly yours,

  
Thomas J. Murphy

TJM:

## Tab F

**From:** Art Wilkinson [REDACTED]  
**Sent:** Friday, February 1, 2019 4:28 PM  
**To:** Thomas J. Murphy  
**Subject:** Wilkinson

The sabbatical you referred to might be reference to me attending North Carolina State University revenue sources management school a one week conference for 2 years March '73-'74 held at Ogleby Park Pittsburg, PA. The other possibility would be the spring of '73 when I used vacation time plus a granted extension of one week to travel Europe for our honeymoon using Euro Rail Pass traveling Germany, Austria, Italy and France, spending Easter Day in Paris.

Sent from Yahoo Mail for iPad

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