



TOWN OF LEDYARD
CONNECTICUT
TOWN COUNCIL

Chairman Kevin J. Dombrowski

MINUTES
PUBLIC HEARING
LEDYARD TOWN COUNCIL
COUNCIL CHAMBERS - ANNEX BUILDING

PUBLIC HEARING MINUTES

6:30 PM, JANUARY 25, 2023

DRAFT

- I. CALL TO ORDER – Chairman Dombrowski called to order the Public Hearing regarding the proposed “*Bush Pond (Lantern Hill Valley Park) Graham-Town Lease*” at 6:30 p.m.
- II. PLEDGE OF ALLEGIANCE
- III. PROCEDURE OF THE PUBLIC HEARING
- IV. CALL OF THE PUBLIC HEARING

The following call of the Public Hearing was read by Town Council Administrative Assistant Roxanne M. Maher:

LEGAL NOTICE
TOWN OF LEDYARD

NOTICE OF PUBLIC HEARING

In accordance with CGS 07-163e, the Ledyard Town Council will conduct a Hybrid Public Hearing on Wednesday, January 25, 2023 at 6:30 p.m. to receive comments/recommendations regarding a proposed:

“Lease Agreement between Robert and Mary Graham and the Town of Ledyard to enter into a 99-year lease for approximately 0.8-acre +/- parcel on Bush Pond (Lantern Hill Valley Park)”

Please attend In-Person at the Council Chambers, Town Hall Annex, 741 Colonel Ledyard Highway; or join the video conference meeting from your computer, tablet, or smartphone at:

<https://us06web.zoom.us/j/85190388270?pwd=Mkt4dnU1WFBBUEExUcU1PZ2wyUXhzZz09>
or by audio only dial: +1 646 558 8656 Meeting ID: 851 9038 8270; Passcode: 757977

At this hearing interested persons may appear and be heard and written communications will be accepted at towncouncil@ledyardct.org.

Dated at Ledyard, Connecticut this 12th day of January, 2023.

For the Ledyard Town Council
s/s Kevin J. Dombrowski, Chairman

Please Publish on the following two dates:
Friday, January 13, 2023
Tuesday, January 17, 2023

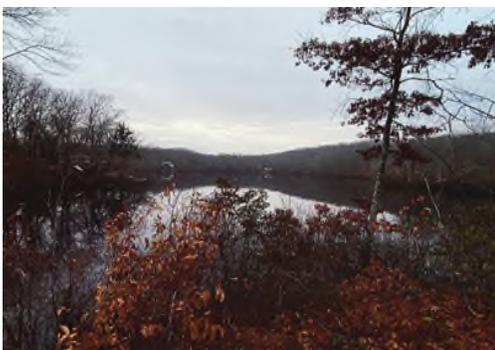
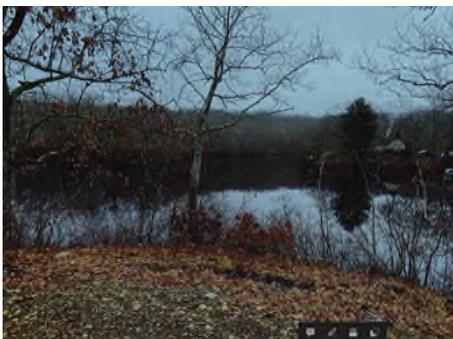
IV. PRESENTATION

Mayor Allyn, III, provided some background stating that Mr. and Mrs. Graham purchased a piece of land on the twenty-six acre body of water, Bush Pond, which was parallel to Long Pond. He stated Mr. and Mrs. Graham removed a number of the dilapidated cottages and cleaned up the property taking on a lot of the expense to open up the property making it more accessible. He stated at the Town Council's July 27, 2022 meeting they authorized funding to conduct a land survey, draft a legal description of the 0.8 +/- acre parcel, and to perform a title search. He also noted that the Town Attorney and the Graham's Attorney have worked together to draft the proposed lease presented this evening.

Mayor Allyn went on to note the terms of the proposed 99-year lease would allow the town to use the 0.8 +/- acres of the privately owned property as a waterfront park for passive (non-motorized) recreation such as canoeing, kayaking, fishing, etc., for a leased amount of \$10.00 per year. He explained that the Town could not construct a building on the parcel but that they could put in a gazebo for picnicking, and that the Graham's would allow the town to put a port-a-john on the property seasonally. He noted that the parcel would be under the Administrative Control of the Parks & Recreation Department. He stated that he worked with Parks & Recreation Director Scott Johnson, Jr., to provide some cost estimates at the Finance Committee's January 4, 2023 meeting noting the initial cost for things such as the picnic pavilion, concrete floor, picnic tables, boat launch, etc. totaled approximately \$28,148 and that the annual maintenance for seasonal trash collection, porta-john, grounds maintenance such as grass mowing, etc. was estimated to cost about \$1,648.

Mayor Allyn noted that the parking would be limited noting there would be space for about six - eight vehicles, the picnic pavilion would be about 14'X20" and would have two weatherproof picnic tables, noting that one picnic table would be ADA accessible, and two concrete steel bollards would be installed to prevent vehicles from backing into the pond, as well as signage.

Mayor Allyn, thanked Mr. and Mrs. Graham for their generous offer, noting that it was an incredible gift to the town.



Additional Background:

The Planning and Zoning Commission voted favorably at their November 22, 2022 meeting for the Town to enter into a 99-year Lease Agreement regarding a parcel located at 600 Lantern Hill Road for a roadside park with parking and access to Bush Pond for small craft such as kayaks and canoes; adding that the request was in keeping with the Ledyard Plan of Conservation and Development (POCD) which states “*Community facilities provide for health, welfare and convenience of residents and add to the quality of life*”.

Draft: 12/19/2022

LEASE

THIS LEASE (this “Lease”) dated as of _____, 202____, by and between ROBERT G. GRAHAM and MARY E. GRAHAM, having an address of _____ their heirs, successors and assigns (together “Landlord”), as tenants in common, and THE TOWN OF LEDYARD, CONNECTICUT, a municipal corporation (“Tenant”).

1. Premises. In consideration of the Rent (as hereinafter defined) and the covenants and agreements made herein, Landlord leases to Tenant and Tenant accepts and hires from Landlord the premises as outlined and described on Exhibit A hereto consisting of approximately 0.8 acres located on the easterly side of Lantern Hill Road in Ledyard, Connecticut, together with any improvements now or hereafter constructed thereon in accordance with the terms set forth herein (the “Premises”).
2. Term. The term herein shall commence on the date hereof (i.e. _____, 202____) (the “Commencement Date”) and expire on the day prior to the ninety-ninth (99th) anniversary thereof (i.e. _____, 212____). Tenant hereby accepts the Premises in its “As-Is; Where Is” condition, without any representations or warranties.
3. Rent.
 - (a) Tenant shall pay a base rent of \$10.00 per annum (the “Base Rent”) to Landlord annually in advance. The first annual installment thereof in the amount of \$10.00 shall be payable on the Commencement Date, and each subsequent installment of Base Rent shall be payable on each anniversary of the Commencement Date occurring during the Term.
 - (b) This Lease is intended to be an absolute net lease such that this Lease shall yield all Base Rent payable hereunder as an absolutely net return to Landlord. Accordingly, Tenant shall pay as additional rent hereunder all taxes, insurance, assessments, utilities, maintenance, repair and compliance costs, and all other costs, expenses and obligations of every kind and nature whatsoever relating to the use of the Premises that may be incurred during the Term hereof. At all times during which the Premises and the parcel adjacent thereto that is presently owned by Landlord (the “Adjacent Parcel”) constitute the same tax parcel, the taxes assessed on the unimproved land comprising the Premises and the Adjacent Parcel will be equitably adjusted such that Tenant shall pay 50% of the aggregate taxes attributable to such unimproved land and Landlord shall pay the balance (it being acknowledged and agreed that in the event the taxes attributable to such land are increased due to the value of any improvements on the Adjacent Parcel, Tenant’s share of such taxes shall be adjusted such that no portion of any such increase attributable to the value of such improvements shall be the responsibility of Tenant).

- (c) All costs and expenses which Tenant assumes or agrees to pay and any other sum payable by Tenant pursuant to this Lease shall be deemed additional rent (“Additional Rent”), whether or not so designated herein (Base Rent and Additional Rent are sometimes collectively referred to herein as the “Rent”). The Rent shall be paid in lawful money of the United States of America to the Landlord or to such other person or at such other place as Landlord may from time to time designate in writing, without any prior notice or demand therefor and without deduction or offset.
 - (d) If any Rent is not paid within ten (10) days after notice that the same is delinquent, Tenant shall pay Landlord a late charge of five percent (5%) of the amount due.
4. Use. Tenant shall use the Premises only for public recreational purposes; providing however, that Tenant shall not permit motorized boats of any kind to access Bush Pond from the Premises. Tenant shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the Premises or do or permit anything to be done in the Premises which is not in compliance with applicable laws and/or any encumbrances of record (any such encumbrance, a “Permitted Encumbrance”). Tenant may install signage at the Premises consistent with the terms hereof, provided that such signage shall be in compliance with applicable law and any Permitted Encumbrances. In the event any person(s) use the Premises in violation of the terms hereof, the same shall not be deemed to be a default by Tenant hereunder provided that Tenant does not permit such use and uses reasonable efforts to mitigate any such use. Permitted uses on or at the Premises include: passive recreational activities by the public; events sponsored and/or sanctioned by the Tenant; and picnics, swimming, manual launching of small water craft such as kayaks, paddle boards and canoes. Uses not permitted are launching or use of any motorized watercraft.
5. Services. Landlord shall have no obligation to provide any services or amenities to Tenant in connection with the Premises (it being acknowledged and agreed that Landlord’s sole obligation hereunder shall be as set forth in Section 19 hereof).
6. Maintenance and Repairs. Tenant shall keep the Premises, including any and all improvements or alterations made thereto, in good order and condition, for and in compliance with applicable laws. Without limiting the foregoing, Tenant shall be responsible for all necessary repairs, replacements and alterations in and to the Premises (provided that Tenant shall be permitted to remove in a professional manner any improvements Tenant installs on the Premises in accordance with the terms hereof).
7. Alterations and Improvements. Tenant shall not make any alterations or improvements to the Premises without the prior consent of Landlord (which may be withheld in Landlord’s reasonable discretion) except as follows: (1) Tenant may erect one open sided pavilion on the Premises; (2) Tenant may provide seasonal portable toilet facilities at the Premises; and (3) Tenant may construct, maintain and improve a gravel parking area or gravel parking areas on the Premises. Landlord may condition any such consent for further improvements upon receipt of all plans and specifications for such alterations and improvements and upon Tenant’s furnishing to Landlord of any and all applicable building permits or other required governmental approvals. Any review or approval by Landlord of any plans or specifications with respect to any alteration or improvement is solely for Landlord’s benefit, and without any representation or warranty whatsoever to Tenant with respect to the adequacy or correctness thereof or otherwise. If Landlord gives its consent to the making of alterations or improvements by Tenant, all such work shall be done by licensed and professional contractors or by the buildings and grounds (or other similar) department of The Town of Ledyard and in a lien free manner in accordance with such plans and specifications, applicable law and any the terms of any Permitted Encumbrance.

8. Ownership of Improvements. All improvements or alterations shall be owned by Tenant and shall be removed by Tenant, at Tenant's sole cost and expense, at the expiration of the Term of the Lease.
9. Assignment and Subletting. Tenant shall not assign, mortgage, encumber or otherwise transfer this Lease or any interests therein (any such transaction, an "assignment"), nor sublet, suffer or permit the Premises or any part thereof to be used by others (any such transaction, a "sublease"), without the prior written consent of Landlord in each instance (which consent may be withheld by Landlord in its sole discretion); provided that Tenant may assign or otherwise transfer any or all of its rights hereunder to a department or instrumentality thereof and Tenant may permit the use of the Premises by the public in accordance with the provisions hereof (it being acknowledged and agreed that such use by the public may include the granting of a permit or other similar authorization by Tenant to a member(s) of the public for their use of all or a portion of the Premises for an event(s) provided that any such event is held in compliance with the terms of this Lease).
11. Surrender of Premises; Holdover. On the date of expiration or earlier termination of this Lease, Tenant shall peaceably surrender the Premises, removing any improvements or restoring any alterations thereon. If Tenant fails to so surrender the Premises or retains possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, Tenant's occupancy of the Premises shall be as a tenant at will, terminable at any time by Landlord. Tenant shall pay Landlord for Tenant's use and occupancy of the Premises for each month or portion thereof during which Tenant remains in possession of all or any portion of the Premises after the expiration or earlier termination of this Lease, the Base Rent hereunder shall become due and payable on a monthly rather than annual basis in an amount equal to 1/6th of the Base Rent payable for the lease year in effect immediately prior to the expiration or earlier termination of this Lease, and, in addition thereto, shall pay Landlord for all damages sustained by reason of Tenant's retention of possession. The provisions of this section shall not exclude Landlord's rights of re-entry or any other right hereunder.
12. Casualty. In the event any improvements or alterations are damaged or destroyed by fire or other casualty, Tenant shall promptly repair the damage and restore and rebuild the improvements or alterations (or such different improvements or alterations as may be installed in accordance with the terms hereof) or Tenant may elect to remove such damaged improvements or alterations and return the Premises to a safe condition, in either event at Tenant's sole cost and expense. Tenant shall not be entitled to any abatement of Rent as a result of any such casualty and no such casualty shall give rise to any termination right hereunder.
13. Eminent Domain. If the whole of the Premises is taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of vesting of title in the condemning authority (which date is hereinafter sometimes referred to as the "date of taking"), and the Rent shall be prorated to such date. If any part of the Premises is so taken, this Lease shall be unaffected by such taking, except that Tenant may terminate this Lease by notice to Landlord within ninety (90) days after the date of taking, if 20% or more of the Premises shall be taken and the remaining area of the Premises, in Tenant's reasonable estimation, shall not be reasonably sufficient for Tenant to continue operation of its business. If this Lease continues in force upon such partial taking, the Base Rent shall be equitably adjusted according to the rentable area of the Premises remaining after such partial taking. Landlord acknowledges that Tenant in its capacity as the Town of Ledyard (or any instrumentality thereof) may effectuate a taking in its governmental capacity and any such taking by the Town of Ledyard shall not give rise to any claim against Tenant under this Lease. In the event of any taking, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be and remain the sole and exclusive property of Landlord, and Tenant hereby assigns all of its right, title and interest in and to any such award, judgment or settlement to Landlord.

14. Indemnity. To the extent permitted by law, Tenant agrees to defend, indemnify and hold harmless Landlord, from any and all liabilities resulting from suits, claims, losses, damages, costs (including without limitation reasonable attorney’s fees), compensations, penalties, fines, liabilities or judgments of any name or nature for, including, but not limited to, injuries or alleged injuries to person(s) (including without limitation, bodily injury, sickness, disease or death), or to property, real or personal, or financial losses (including, without limitations, those caused by loss of use) sustained by any person or concern in connection with this Lease arising from any and all acts or omissions of Tenant, its employees, representatives, contractors, agents, licensees, invitees and/or guests (including, without limitation, the general public) (it being acknowledged and agreed that subject to the terms hereof Tenant has the exclusive possession and control of the Premises and Landlord has no duty to monitor the conditions or use of, investigate, police, provide security at, prevent or make safe the Premises) including any violation or non-compliance with any federal, state, local statute, ordinance, rule, law or regulations. This duty to indemnify shall not be constrained or affected by Tenant’s insurance coverage or limits, or any other portion of this Lease relating to insurance requirements. It being acknowledged and agreed Tenant’s responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of this Lease.

15. Environmental Covenants and Indemnity.

Section 15.1. Definitions.

- A. “Hazardous Materials” shall mean (i) any “hazardous waste or solid waste” as defined in RCRA as amended, 42 U.S.C. Section 6901 et. seq., CERCLA as amended, 42 U.S.C. Section 9601 et.seq., the Hazardous Materials Transportation Act, as amended, 49, U.S.C. Section 1802 et. seq., the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 et. seq., Title 22a of the Connecticut General Statutes, as amended, and any regulations or guidance documents now or hereafter promulgated pursuant thereto; any mixture of sewage or other waste material that passes through a sewer system to a treatment facility; any industrial waste-water discharges subject to regulation under Section 402 or the Clean Water Act, 33 U.S.C. Section 1342 et. seq., any source, spent nuclear or by-product material as defined by the Atomic Energy Act of 1954, 42 U.S.C. Section 2014; and domestic sewage; lead; asbestos; polychlorinated biphenyls (PCBs); any carcinogens; oil and all petroleum products, and any and all other substances that are or might be volatile, toxic, pollutant, contaminant, or hazardous, or that could be a detriment to the environment.
- B. “Environmental Laws” means all present and future laws (whether common law, statute, rule, order, regulation or otherwise), permits, and other requirements of governmental authorities applicable to the Premises and relating to the environment or to any Hazardous Substance or Hazardous Substance Activity (including, without limitation, CERCLA, the Federal Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et. seq., environmental laws administered by the Environmental Protection Agency and similar laws, regulations and guidance of the State of Connecticut).

Section 15.2. Tenant’s Covenants.

Tenant agrees (a) that Tenant will not violate any Environmental Laws in connection with Tenant’s uses of the Premises; (b) that Tenant will not use, store, dispose, or generate any Hazardous Materials on the Premises; (c) that the Tenant will not cause or permit any condition which would create any release of Hazardous Materials at the Premises that is in violation of Environmental Law; (d) to give notice to the Landlord immediately upon the Tenant’s acquiring knowledge of the presence of any Hazardous Material on the Premises (other than as and to the extent permitted in the penultimate sentence of this paragraph) or of any release of Hazardous Materials with a full description thereof; (e) to give notice to the Landlord immediately of any notice of violation of any laws, rules or

regulations regulating Hazardous Materials or any requests for information from any federal, state, county, regional or local governmental authority concerning Hazardous Materials and any release of Hazardous Materials at the Premises; (f) to promptly comply with any governmental requirements requiring the removal, treatment or disposal of such Hazardous Materials or any release of Hazardous Materials and provide the Landlord with satisfactory evidence of such compliance. Notwithstanding the foregoing, Tenant may handle, store, use or dispose of products containing small quantities of Hazardous Substances (such as aerosol cans containing insecticides, cleaners commonly used, paints, paint remover and the like) to the extent customary and necessary for the use of the Premises, and in accordance with laws (with respect to storage, use and disposal) and Tenant shall not be responsible for any Landlord Environmental Responsibilities. As used herein, a "Landlord Environmental Responsibility" shall include any Hazardous Materials located at the Premises prior to the date of the Lease in contradiction to Landlord's representation set forth in Section 15.4 hereof or any Hazardous Materials that are released from the Adjacent Parcel or are otherwise resultant from the acts or omissions of Landlord.

Section 15.3. Tenant's Indemnification.

Tenant covenants and agrees at all times to indemnify, hold harmless and defend Landlord, its successors and assigns, as owner of the Premises from and against any and all liability, loss, damage, cost (including, without limitation, all of Landlord's clean-up costs and all expenses, fees, transportation, testing, decontaminated and other related or similar expenses), expense (including without limitation, reasonable attorney's fees and expenses), cause of action, suit, claim, demand or judgment (a "Claim") against the Landlord and/or the Tenant and/or the Premises of any nature, arising directly or indirectly from Tenant's breach or failure to comply with Tenant's environmental covenants under Section 15.2 of this Lease, or pertaining to Hazardous Materials, hazardous substances or solid or hazardous waste materials or other waste-like or toxic substances located on, emanating from, or relating to, or affecting the Premises, or any contiguous property, including, but not limited to, liens or claims of any federal, state or municipal government or quasi-governmental agency or any third persons, whether arising under CERCLA, RCRA, the CWA or any other environmental law, federal state or municipal law or regulation or tort, contract or common law. Notwithstanding anything to the contrary set forth herein, Tenant shall have no liability to indemnify, defend or hold Tenant harmless from any Claim arising under or related to any Landlord Environmental Responsibility.

Section 15.4. Landlord's Obligation to Remove Hazardous Materials.

Upon prior written notice to Tenant (other than in an emergency, in which event Landlord shall promptly provide subsequent written notice), Landlord shall have the right but not the obligation, and without in any way limiting the Landlord's rights and remedies, to enter onto the Premises or to take such other actions it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any Hazardous Materials or release of Hazardous Materials on the Premises following receipt of any notice from any person or entity asserting the existence of any Hazardous Materials or release of Hazardous Materials pertaining to the Premises or any part thereof which, if true, could result in an order, suit, imposition of a lien on the Premises or otherwise cause any material damage, loss, or contamination of the Premises. All reasonable costs and expenses paid or incurred by the Landlord in the exercise of any such rights shall be payable by the Tenant upon demand.

Landlord represents that to the best of its knowledge there are no Hazardous Materials in or on the Premises which may reasonably be anticipated to affect the Premises. The foregoing indemnification shall survive the expiration or earlier termination of this Lease.

Section 15.5. Survival.

The Indemnity under Section 15.3 shall survive the expiration or sooner termination of this Lease Agreement and shall not merge into any document executed in conjunction herewith or be deemed waived or released by any action or omission of Landlord in dealing with any environmental matters.

16. Tenant's Insurance. (a) Tenant shall obtain and maintain at its own cost and expense all the insurance described in clause (b) below continuously for the duration of this Lease, including any and all extensions thereto. Tenant's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by Landlord. All policies (with the exception of Worker's Compensation) shall be endorsed to include each of the Landlord Parties as an Additional Insured. The coverage shall include, but not be limited to, investigation, defense, settlement, judgment or payment of any legal liability. Blanket Additional Insured Endorsements are deemed acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds. In the event Landlord or Tenant is damaged by failure of Tenant to purchase or maintain insurance required under this Section 15. Tenant shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation properly attributable thereto.

(b) Required Insurance Coverages:

(i) Commercial General Liability: \$1,000,000 each occurrence/\$2,000,000 aggregate for premises/operations, products/completed operations, contractual liability, personal injury and broad form property damage. Tenant shall continue to provide products/completed operations coverage for two (2) years following the expiration or earlier termination of this Lease.

(ii) Automobile Liability and Physical Damage Coverage: \$1,000,000 each accident for any auto, including uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage.

(iii) Umbrella Liability: \$1,000,000 each occurrence / \$2,000,000 aggregate, following form.

(iv) Workers' Compensation and Employer's Liability: Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut or applicable to the work to be performed. Policy shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee. Tenant represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the Term. Tenant agrees that Workers' Compensation is its sole remedy and shall indemnify and hold harmless the Landlord Parties from all suits, claims, and actions arising from personal injuries to Tenant, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Tenant failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

(v) Personal Property: All personal property of Tenant, its guests and invitees, including the general public, are the sole risk of Tenant. Tenant agrees to indemnify, defend and hold harmless Landlord Parties from any and all losses or damages, however caused, to any and all personal property belonging to Tenant.

(c) Additional Terms:

(i) Minimum Scope and Limits: Tenant's insurance shall meet the scope and limits of insurance specified in this Lease, or required by applicable federal, state

and/or municipal law, regulation or requirement, whichever coverage is greater. The limits of insurance stated herein for each type of insurance are minimum limits only. If Tenant's policy provides greater limits, then the Landlord Parties shall be entitled to the full limits of such policy and this Lease shall be deemed to require such full limits. Acceptance by the Landlord of insurance submitted by the Tenant does not relieve or decrease in any manner the liability of Tenant arising out of or in connection with this Lease. Tenant is responsible for any losses, claims and costs of any kind which exceed Tenant's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of Tenant that arises from this Lease.

(ii) Certificates of Insurance: Tenant shall provide certificates of insurance, policy endorsements, declaration page(s) or provisions acceptable to the Landlord confirming compliance with this Lease and thereafter upon renewal or replacement of each required policy of insurance. Upon request, Tenant agrees to furnish complete copies of the required policies.

(iii) Subcontractors: Tenant shall cause all contractors of any tier, acting on its behalf, to comply with this Lease. Tenant shall either include its contractors as an Insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.

(iv) Premiums, Deductibles and Other Liabilities: Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of Tenant.

(v) Occurrence Form, Primary and Non-Contributory: All required insurance coverage shall be written on an occurrence basis, except as defined otherwise in this Lease. All policies (including primary, excess and/or umbrella) shall be primary and non-contributory with respect to any other insurance or self-insurance maintained by or available to Landlord.

(vi) Waiver of Rights of Recovery: Both Tenant and Tenant's insurers shall waive their rights of recovery or subrogation against the Landlord Parties.

(vii) Claim Reporting: Any failure of Tenant to comply with the claim reporting provisions of the required insurance policies shall not relieve Tenant of any liability or indemnification in favor of any of the Landlord Parties for losses which otherwise would have been covered by said policies.

(viii) Cancellation Notice: Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice has been given to Landlord, ten (10) days for non-payment of premium.

(ix) Compliance: Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the Contract.

Notwithstanding anything to the contrary set forth herein, in lieu of obtaining commercial insurance policies in accordance with the terms of this Section 16, Tenant may elect from time to time in its sole discretion by written notice to Landlord to self insure, by way of deductible, self-insured retention, premium adjustment or franchise or otherwise, any or all of the risks required to be insured against pursuant to this Section 16.

17. Defaults; Remedies. (a) The following shall be events of default under this Lease: (i) if Tenant defaults in payment of Rent for a period of 15 days after written notice of any delinquency thereof; (ii) if Tenant assigns, subleases or

otherwise transfers this Lease or its interest herein in violation of the terms hereof; (iii) if Tenant fails to maintain any insurance coverages required hereunder; (iv) if Tenant defaults in the performance of any other term, covenant, condition or obligation of Tenant under this Lease and fails to cure such default within a period of thirty (30) days after notice from Landlord specifying such default (or if such default specified by Landlord is not curable within such thirty (30) day period, if Tenant fails within fifteen (15) days after such notice from Landlord to commence to cure such default or thereafter fails diligently to pursue completion of such cure during and after such thirty (30) day period); or (v) if Tenant's interest herein is sold under execution.

(b) Upon the occurrence of any such default, Landlord shall be entitled to any and all rights and remedies afforded landlords in equity and/or under the laws of the State of Connecticut (all of which rights and remedies shall be cumulative).

18. Notices. All notices, demands or other communications ("notices") permitted or required to be given hereunder shall be in writing and, if mailed postage prepaid by United States certified or registered mail, return receipt requested, shall be deemed given on the sooner of: (a) three (3) days after the date of mailing thereof; or (b) the date of actual receipt. All notices not so mailed shall be deemed given on the date of actual receipt. Notices shall be addressed as follows:

(a) If to Landlord: Robert G. Graham and Mary E. Graham

(b) If to Tenant: Mayor, Town of Ledyard
741 Colonel Ledyard Highway
Ledyard, CT 06339

Landlord and Tenant may from time to time by notice to the other designate another place or other places for the receipt of future notices.

19. Quiet Enjoyment. Tenant, upon paying the Rent and performing all of the terms hereof on its part to be performed, shall peaceably and quietly enjoy the Premises, subject, nevertheless, to the terms of this Lease.
20. Compliance with Laws; Landlord and Municipal Functions. Tenant shall comply with all provisions of law, including federal, state, county and city laws, ordinances and regulations, building codes and any other governmental, quasi-governmental or municipal regulations which relate to the ownership or use of the Premises, or to the making of any repairs, replacements, additions, changes, substitutions or improvements of or to the Premises. Tenant shall comply with all police, fire and sanitary regulations imposed by any federal, state, county or municipal authority, or made by insurance underwriters, and shall observe and obey all other requirements governing the conduct of any business conducted in or at the Premises. Landlord hereby acknowledges and agrees that Tenant's actions and omissions hereunder are acts or omissions of the Town of Ledyard in its capacity as Tenant, nothing done or omitted to be done by Tenant hereunder shall be deemed to be an omission, grant, approval, rejection or other act of the Town of Ledyard or any instrumentality thereof in its governing capacity.
21. Curing Tenant's Defaults. If Tenant defaults in the performance of any of its obligations under this Lease, Landlord, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Tenant, without notice in a case of emergency.
22. Limitation of Landlord's Liability. If Landlord becomes obligated to pay Tenant a money judgment arising out of any failure by Landlord to perform or observe any of the terms, covenants, conditions or provisions to be performed or observed by Landlord hereunder, Tenant shall be limited for the satisfaction of said money judgment solely to Landlord's interest in the Premises. No other property or assets of Landlord shall be subject to levy, execution or other enforcement procedure whatsoever for the satisfaction of said money judgment.

23. Memorandum of Lease. Both Landlord and Tenant agree to execute a memorandum of this Lease in recordable form stating the terms of this Lease. Landlord and Tenant agree that said memorandum will be recorded in the Land Records for the Town of Ledyard by the Tenant.
24. Miscellaneous. The failure of Landlord to insist in any one or more instances upon the strict performance by Tenant of any one or more of its obligations under this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. All the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective permitted heirs, legal representatives, successors and assigns. This Lease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Connecticut. This Lease has been executed in several counterparts, all of which constitute one and the same instrument. In the event that Landlord or Tenant is at any time comprised of more than one person and/or entity, than the obligations of such party shall be the joint and several obligations of all person or entities comprising such party (it being acknowledged and agreed that as of the date hereof Tenant is comprised of one entity and Tenant is comprised of two person).

IN WITNESS WHEREOF, the parties hereto have caused to be set their hands and seals to this instrument and three (3) others of like tenor as of the day and year first above written.

LANDLORD:

Robert G. Graham

Mary E. Graham

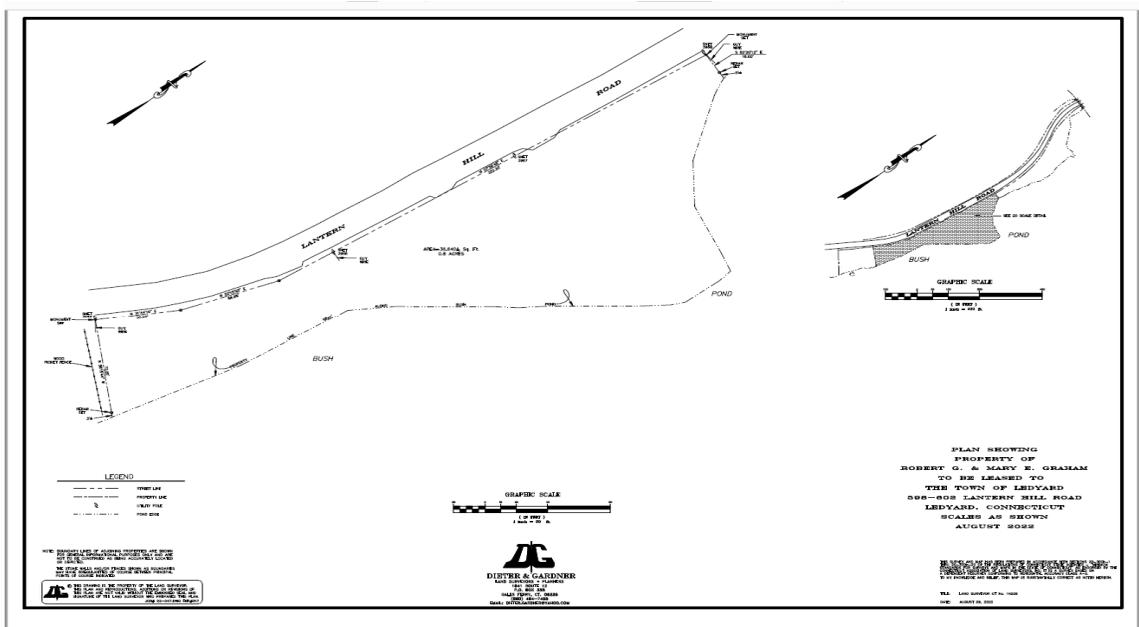
TENANT:

THE TOWN OF LEDYARD, a municipal corporation

By: _____

Name: Fred B. Allyn III

Title: Mayor



V. PUBLIC COMMENTS

The following written Communications were received:

1. Conservation Commission ltr dated 6/22/2022 re: Support Bush Pond Lease
2. Mr. Mr. Fagin e-mail dated 1/9/2023 re: Support Bush Pond Lease between Grahams and Town
3. M/M Abbot e-mail dated 1/21/2023 re: Lease Bush Pond (Lantern Hill Valley) Waterfront Park
4. M/M Fein e-mail dated 1/21/2023 re: Lease Bush Pond (Lantern Hill Valley) Waterfront Park
5. Ms. Hall e-mail dated 1/20/2023 re: Lease Bush Pond (Lantern Hill Valley) Waterfront Park
6. M/M Fedors tr dated 1/22/2023 re: Lease Bush Pond (Lantern Hill Valley) Waterfront Park
7. Ms. Barclay e-mail dated 1/22/2023 re: Lease Bush Pond (Lantern Hill Valley) Waterfront Park
8. Ms. O'Beirne ltr dated 1/23/2022 re: Lease Bush Pond (Lantern Hill Valley) Waterfront Park

Chairman Dombrowski opened the floor for verbal comments.

Mr. Eric Treaster, 10 Huntington Way, Ledyard, attending remotely, stated that he thought leasing the property at Bush Pond (Lantern Hill Valley Park) was a great idea. He noted that he had the following questions:

Question: Would the parcel be defined by the Lease Line or by a Property Line?

Response: Mayor Allyn stated the parcel would be defined by the Lease Line, explaining that the Grahams would still own the remainder of the parcel. He stated the 0.8 +/- acre was a subset of the entire parcel.

Question: Who owned the pond itself? Mr. Treaster questioned, as an example, if something were to go wrong and the pond became contaminated, who would be responsible – Or if the Dam needed to be repaired, who would pay to have it repaired? He questioned where the liability lied.

Response: Mayor Allyn explained according to the Survey the Lease area was only to the water line. He stated the Town's responsibility was to the land to the water line and was not into the water. He went on to explain that the Dams were on private property, and were not on the property owned by the Grahams. Those various entities had responsibilities that were associated with the Dams.

Question: What was the loss of property taxes for the town; and the cost for liability insurance? Mr. Treaster noted his calculation for the tax loss would be about \$100.00 per month.

Response: Mayor Allyn stated because the land was non-buildable and under an environmental/conservation easement that the property value would drop on the 0.08 +/- acre. The remainder of the property, which still had cottages, would continue to have a regular tax bill. He noted that Mr. Treaster's tax loss calculation was about right.

Mayor Allyn continued by addressing the cost of insurance, explaining that the town was insured by Connecticut Interlocal Risk Management Agency (CIRMA). He stated it was an umbrella policy that essentially covered everything. He stated adding the park to their insurance coverage did not come with a premium increase.

Mr. Treaster stated Paragraph 3 "Rent" subparagraph (d) was great noting that the fee was .50 cents if the annual rent was late.

Question: Would the Bush Pond (Lantern Hill Valley Park) be open to non-residents.

Response: Mayor Allyn stated that waterfront park would be open to non-residents. He stated Ledyard does not restrict public access to any of their parks for anyone.

Mr. Treaster noted Paragraph 14 “Indemnity” and he stated although the language was boiler plate, that it would hold the Town liable for anything and everything, and that the Landlord would not be responsible for anything. He stated this was appropriate and that he did not disagree with it. However, he stated he wanted to be sure the town was aware of this liability.

Mayor Allyn stated the Lease was drafted by the Town’s Land Use Attorney. Therefore, he stated that he was confident that the terms were appropriate.

Mr. John Rodolico, 40 Long Pond Road, South, Ledyard, attending remotely, stated that he was present this evening to speak in favor of this lease. He stated that he believed this property would be an excellent addition to the Town's recreation areas, especially since it was a waterfront location. He complimented the Town Council and other Commissions, especially Parks and Recreation, for not just accepting this idea but for proactively proposing and committing to enhance this project. He stated as with any project there was always the issue of cost. However, he stated that while there would be capital and maintenance costs, this park was unique in that it has a close geographic proximity and has functional ties to the Lantern Hill Valley Association of which Bob and Betsy Graham were intimately involved. He stated Mr. and Mrs. Graham and others have already put in a tremendous amount of work, at their own expense, to make this project a reality and, as an unintended but welcome consequence, eliminated one of the most egregious blighted properties in the town. He stated that while he recognized that as private citizens the Lantern Hill Valley Association (LHVA) and others cannot provide direct maintenance to this property because that would fall under the auspices of the Public Works Department, that they could supplement the efforts of Parks and Recreation, Public Works, and Police by monitoring and providing general housekeeping. He stated that this was especially important since this park was on a busy road between Stonington and Foxwoods, noting that many of us drive and walk by this property on a daily basis. He thanked the Town Council for their consideration of the Lease. He also thanked Mr. and Mrs. Graham for taking the lead on this initiative along with Mayor Allyn, III, and the Parks and Recreation Department for working to turn this parcel into more than what he thought it would ever be.

Ms. Betty Monahan stated that she and her husband wanted to second everything that Mr. Rodolico stated this evening. She stated that they drive by the property almost daily and that they were delighted with what has been happening; and they think that leasing a portion of the property to the town to be used as a waterfront park was a wonderful idea and that they completely supported the initiative.

Mr. Kevin Dombrowski, 139 Meetinghouse Lane, Ledyard, Town Council Chairman, stated that he would like to personally thank Mr. and Mrs. Graham for the effort they have put into cleaning-up the property and for offering to lease a portion of the parcel to the town. He stated he really appreciated what they have done, and he thanked them.

VI. ADJOURNMENT

Chairman Dombrowski stated this was one of the few times that they have held a Public Hearing for which both written and verbal comments have supported this initiative 100%. He stated they did not receive one comment that was not in-favor of this proposal.

Hearing no further public comment, Chairman Dombrowski adjourned the public hearing at 6:47 p.m.

Transcribed by Roxanne M. Maher
Administrative Assistant to the Town Council

I, Kevin J. Dombrowski, Chairman of the Ledyard Town Council, hereby certify that the above and foregoing is a true and correct copy of the minutes of the Public Hearing held on January 25, 2023

Attest: _____
Kevin J. Dombrowski, Chairman