



# TOWN OF LEDYARD CONNECTICUT

741 Colonel Ledyard Highway  
Ledyard, Connecticut 06339-1551  
(860) 464-3203  
council@ledyardct.org

## Town Council ~ AGENDA ~

Chairman Kevin J.  
Dombrowski

Regular Meeting

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Wednesday, January 25, 2023

7:00 PM

Town Hall Council Chambers

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**In-Person: Council Chambers Town Hall Annex**

**Remote: Information noted below:**

**Join Zoom Meeting from your Computer, Smart Phone or Tablet:**

**<https://us06web.zoom.us/j/85838585164?pwd=S0RjdHRROERITHZNcnp3bXAxREx4QT09>**

**Or by Audio Only: Telephone: +1 646 558 8656; Meeting ID: 858 3858 5164; Passcode: 892641**

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PRESENTATIONS

Proclamation Registrar Hazel Gorman

V. RESIDENT & PROPERTY OWNERS (COMMENTS LIMITED TO THREE (3) MINUTES)

VI. COMMITTEE COMMISSION AND BOARD REPORTS

VII. COMMENTS OF TOWN COUNCILORS

VIII. REVIEW AND APPROVAL OF MINUTES

MOTION to approve the Town Council Regular Meeting Minutes of January 11, 2023

**Attachments:** [TC-MIN-2023-01-11.pdf](#)

IX. COMMUNICATIONS

Communications List - January 25, 2023

- Attachments:** [C-LIST-2023-01-25.pdf](#)  
[Action Ltr Retirement Board Mtg-2023-01-17.pdf](#)  
[DOLLAR GENERAL-GAL4ES FEERY-RESIDENT E-MAIL2023-01-18.pdf](#)  
[Bush Pond-Lantern Hill Valley Park--Abbot-e-mail 2023-01-21.pdf](#)  
[Bush Pond-Lantern Hill Valley Park--Fein-e-mail 2023-01-21.pdf](#)  
[Bush Pond-Lantern Hill Valley Park-Hall-e-mail 2023-01-21.pdf](#)  
[Bush Pond \(Lantern Hill Valley Park\) Fedors ltr-2022-01-22.pdf](#)  
[Bush Pond Lease \(Latern Hill Valley\) Park-Beirne ltr-2022-01-23.docx](#)  
[Black History Month-Ceremony-Diaz-e-mail-2023-01-22.pdf](#)  
[Action Ltr Retirement Board Mtg-2023-01-17.pdf](#)  
[Black History Month Celebration-Flag-Mayor-Diaz e-mal thread dated 2023-01-24pdf.pdf](#)  
[ACTION LTR-TOWN COUNCIL MTG-2023-01-11.pdf](#)  
[APPOINT LTR-RACICH-LIBRARY COMMISSION-2023-01-12.pdf](#)  
[ACTION LTR-CLERK-ORDINANCE #200-005-TAX RELIEF QUALIFING SCHEDULE-2023-01-12.pdf](#)  
[ACTION LTR-CLERK-ORDINANCE #300-027 \(rev 2\) PARKING AND FINE SCHEDULE-2023-01-12.pdf](#)

X. REFERRALS

XI. COUNCIL SUB COMMITTEE, LIAISON REPORTS

- Administration Committee
- Community Relations Committee
- Finance Committee
- Land Use/Planning/Public Works Committee

5. Liaison Reports

Water Pollution Control Authority

XII. REPORT OF THE MAYOR

REPORT OF THE MAYOR:

XIII. OLD BUSINESS

XIV. NEW BUSINESS

CONSENT CALENDAR

\*1. MOTION to reappoint the following members to the Retirement Board for a three (3) year term ending January 20, 2026:

- Mrs. Sharon Wadecki (D) 44 Fanning Road, Ledyard

- Mr. Daniel Panoski (R) 17 Chriswood Trace, Ledyard

**Attachments:** [Re-Appointment Endorsements- Retirement Board-2022-12-.pdf](#)  
[Appointment](#)

- \*2. MOTION to reappoint the following members to the Ledyard Farmers' Market Committee for a three (3) year term ending February 26, 2026:

- Mr. William Thorne, (R) 3 Adios Lane, Ledyard
- Mr. Peter Hary 973 Shewville Road, Ledyard

**Attachments:** [Appointment](#)  
[Re-Appointment Endorsement- Farmers Market-RTC.pdf](#)

#### Land Use/Planning/Public Works Committee

- .3. MOTION to approve a proposed "Lease Agreement between Robert and Mary Graham and the Town of Ledyard" for the lease of approximately 0.8 +/- parcel on Bush Pond as presented in the draft dated December 19, 2022.

**Attachments:** [Bush Pond-Graham-Ledyard- 99 year lease-draft-2-22-12-19.DOCX](#)  
[A2 Survey map.- Bush Pond-Lantern Hill Lease-2022-01-10pdf.pdf](#)  
[Graham Property-Lantern Hill-Bush Pond-Parks & Rec-Upstart & Annual Maintenance Costs-2023-01-04.pdf](#)  
[Lantern Hill Property Lease-Saums Questions-e-mail-2022-11-30.pdf](#)  
[PHOTOS-BUSH POND-LANTERN HILL ROAD-GRAHAM PROPERTY-2022-01-09.pdf](#)  
[CGS 8-24 Referral Approved-Graham Property Lease Bush Pond-Planning & Zoning ltr2022-11-12.pdf](#)  
[Bush Pond-Conservation ltr-Support -Lantern Hill Road-2022-06-22 Park.pdf](#)  
[LHVA Parcel -Graham Property Park-map.png](#)  
[LHVA Park -Bush Pond-aerial.jpg](#)  
[CGS 8-24 Planning & Zoning Review Requireddocx.docx](#)  
[CGS-7-163e- Sale of Town Property- Public Hearing.docx](#)  
[ORD-#200-009-Ordinance Transfer Revenue Estate Conveyance Tax to Town Funds -2019-09-25.doc](#)  
[Bush Pond-Lantern Hill Road Lease-Fagin e-mail-2023-01-09.pdf](#)

#### General Business

- .4. Discuss Work Session Items as time permits.

#### XV. ADJOURNMENT

#### **DISCLAIMER:**

Although we try to be timely and accurate these are not official records of the Town.

The Town Council's Official Agenda and final Minutes will be on file in the Town Clerk's Office.



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 23-1085

**Agenda Date:** 1/25/2023

**Agenda #:**

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AGENDA REQUEST  
GENERAL DISCUSSION ITEM

**Presentation:**

Proclamation Registrar Hazel Gorman

**Background:**

(type text here)

**Department Comment/Recommendation:**

(type text here)



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 23-1084

**Agenda Date:** 1/25/2023

**Agenda #:**

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## MINUTES

**Minutes:**

MOTION to approve the Town Council Regular Meeting Minutes of January 11, 2023



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 23-1093

**Agenda Date:** 2/1/2023

**Agenda #:**

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AGENDA ITEM  
CORRESPONDENCE

**Subject:**

Communications List - January 25, 2023

**Correspondence List:**

(type text here)

## COMMUNICATIONS LISTING FOR JANUARY 25, 2023

### INCOMING CORRESPONDENCE

1. Resident ltr dated 1/18/2023 re: Approval of Dollar General in Gales Ferry
2. M/M Abbot e-mail dated 1/21/2023 re: Lease Bush Pond (Lantern Hill Valley) Waterfront Park
3. M/M Fein e-mail dated 1/21/2023 re: Lease Bush Pond (Lantern Hill Valley) Waterfront Park
4. Ms. Hall e-mail dated 1/20/2023 re: Lease Bush Pond (Lantern Hill Valley) Waterfront Park
5. M/M Fedors ltr dated 1/22/2023 re: Lease Bush Pond (Lantern Hill Valley) Waterfront Park  
Ms. Barclay e-mail dated 1/22/2023 re: Lease Bush Pond (Lantern Hill Valley) Waterfront Park
6. Ms. O'Beirne ltr dated 1/23/2022 re: Lease Bush Pond (Lantern Hill Valley) Waterfront Park
7. Ms. Diaz e-mail dated 1/22/2023 re: Black History Month Ceremony /Flag
8. Retirement Board ltr dated 01/17/2023 re: Action Ltr Meeting 01/17/2023
9. Mayor/Ms. Diaz e-mail thread dated 1/24/2022 re: Black History Month Ceremony /Flag

### OUT GOING CORRESPONDENCE

1. Admin Asst ltr to Mayor dated 1/12/2023 re: Action ltr. Town Council Regular Meeting of January 11, 2023
2. Admin Asst ltr to Town Clerk dated 01/12/2023 re: Approved a revised Appendix A- *Qualifying Income Schedule* in accordance with Ordinance #200-005 (rev. 1) "*An Ordinance to Provide Property Tax Relief for Certain Homeowners Age Sixty-Five or Over or Permanently and Totally Disabled (rev.1)*" for the filing period of February 1, 2023 – May 15, 2023.
3. Admin Asst ltr to Town Clerk dated 01/12/2023 re: Adopted proposed amendments to Ordinance #300-027 (rev 2) "*An Ordinance Regulating Parking And Other Activities In Town Roads And Rights-Of-Way And Providing Penalties For The Violation Thereof*" as contained in draft dated December 14, 2022 and Appendix A

### NOTICE OF AGENDAS

1. Library Commission Agenda 01/23/2023
2. Historic District Commission Agenda 01/23/2023
3. Parks & Recreation Agenda 01/17/2023
4. Retirement Board Agenda 01/17/2023
5. Agricultural Commission Agenda 01/17/2023
6. Senior Citizens Agenda 01/25/2023
7. Zoning Board of Appeals Agenda 01/18/2023- Cancelled
8. WPCA Agenda 01/24/2023
9. Community Relations Cmt Agenda 01/18/2023
10. Finance Cmt Agenda 01/18/2023
11. Town Council Agenda 01/25/2023

## MINUTES

1. Library Commission Minutes 12/22/2022
2. Historic District Commission Minutes 12/19/2022
3. Parks & Recreation Minutes 12/20/2022
4. Retirement Board Minutes 12/20/2022
5. Agricultural Commission Minutes 12/20/2022
6. Senior Citizens Minutes 11/28/2022
7. WPCA Minutes 12/20/2022
8. Community Relations Cmt Minutes 12/21/2022
9. Finance Cmt Minutes 1/4/2023
10. Town Council Minutes 01/11/2023





Chairman John Rodolico

# TOWN OF LEDYARD CONNECTICUT RETIREMENT BOARD

741 Colonel Ledyard Highway  
Ledyard, CT 06339-1551  
(860) 464-3220

January 18, 2023

Mayor Fred B. Allyn, III  
741 Colonel Ledyard Highway  
Ledyard, Connecticut 06339

Dear Mayor Allyn:

At its Regular Meeting held on January 17, 2023, the Retirement Board took the following actions.

- Proposed that a contribution amount of \$950,000.00 be put into this current fiscal year budget based on recommendations from USI and discussions of the Board members. Recommendation also made to keep in accordance with past practice to increase the contribution amount by approximately 3% each follow-on year.
- Approved payment of revised Segal invoice #452258 dated October 25, 2022, in the total amount of \$900.00 (\$300.00 per benefit calculation for Michael Ravenelle, Ernest Bailey and Daniel Gagnon), with the funding coming from another Human Resources account.
- Approved payment of Robinson & Cole invoice # 50398286, dated December 8, 2022, in the amount of \$148.50 for Legal Services.
- Approved payment of USI invoice #90074547, dated November 30, 2022, in the amount of 1,800.00, for actuarial calculations for pending grievance litigation case and in the amount of \$1,200.00 for actuarial calculations to project contribution requirements for 2024 FYE budget, making the total invoice amount \$3,000.00.
- Approved payment of USI invoice #90075831 dated December 31, 2022, in the amount of \$1,600.00 for benefit calculations for Thomas Olsen as part of settlement for grievance case.

Respectfully submitted,

Christina Hostetler  
Town Hall Assistant

cc: Director of Finance  
Director of Human Resources  
Treasurer  
Town Council

## Roxanne Maher

---

**From:** CRISTY Lied <liedytoo@yahoo.com>  
**Sent:** Wednesday, January 18, 2023 9:46 AM  
**To:** Town Council Group  
**Subject:** Fwd: New dollar general store in Gales Ferry

Some people who received this message don't often get email from liedytoo@yahoo.com. [Learn why this is important](#)

Begin forwarded message:

**From:** CRISTY Lied <liedytoo@yahoo.com>  
**Subject:** **New dollar general store in Gales Ferry**  
**Date:** January 18, 2023 at 9:32:52 AM EST  
**To:** www.townofledyardct.org

Good morning,

**This comment is meant for the Building / Zoning department .**

Am not sure if this is addressing the correct department but trust that you will direct this comment as appropriate.

Why and how did the city approve the building of the Dollar General Store in downtown Gales Ferry?

Did you carefully study the plan? Do you realize that you added an entrance and exit on to rt 12 that will impact traffic on a busy road on a busy corner.

There is a stop light less than 500 feet away that if the exit / entrance to the new store were correctly placed would all be controlled by a stop light. Why was that not a requirement by the city to be worked out with McDonald's and the store. Instead we have the makings of a high accident area and an unnecessary interruption of traffic flow.

Sincerely

Cristy Lied

Gales Ferry resident

## Roxanne Maher

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**From:** Roxanne Maher  
**Sent:** Saturday, January 21, 2023 12:08 PM  
**To:** towncouncil@ledyard.com  
**Subject:** Fwd: Please forward to Mayor & Council

Sent from my iPhone

Begin forwarded message:

**From:** David Abbot <dpabbot@gmail.com>  
**Date:** January 21, 2023 at 11:23:06 AM EST  
**To:** Roxanne Maher <council@ledyardct.org>  
**Subject:** Please forward to Mayor & Council

You don't often get email from dpabbot@gmail.com. [Learn why this is important](#)

Thank you Roxanne Maher.

Dear Mayor Allyn and Members of the Ledyard Town Council,

As forty year residents of the Long Pond neighborhood, we support plans to establish a park on Lantern Hill Road on the property between Long Pond and Bush Pond.

Public access to this parcel would give more people the opportunity to appreciate a beautiful natural setting –the recent demolition of dilapidated structures at 596, 598, and 602 Lantern Hill Road have left a wonderful open area of just over three-quarters of an acre that would be perfect for just such a park.

We feel that protecting this newly created open space along the natural water line would be a wonderful opportunity for residents and visitors alike.

Thank you for your consideration,

David and Barbara Abbot  
920 Lantern Hill Road  
Ledyard, CT 06339

## Roxanne Maher

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**From:** Roxanne Maher  
**Sent:** Sunday, January 22, 2023 9:02 AM  
**To:** townCouncil@ledyard.com  
**Subject:** Fwd: Park on Lantern hill Road

Sent from my iPhone

Begin forwarded message:

**From:** Brandi Fein <feingirl1@gmail.com>  
**Date:** January 21, 2023 at 10:29:05 PM EST  
**To:** Roxanne Maher <council@ledyardct.org>  
**Subject:** **Park on Lantern hill Road**

[You don't often get email from feingirl1@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Mayor Allyn and Members of the Ledyard Town Council,

I would like to take this opportunity for both my husband and myself to express our full support for the establishment of a park on Lantern Hill Road, between Long Pond and Bush Pond.

We have lived on Lantern Hill Road since 2003, and we believe this newly open space would make a peaceful, natural area for all to enjoy. We feel that as long- time residents and members of the LHVA, this park would be maintained with pride by our community.

Thank you for your time,  
Brandi and Eric Fein  
657 Lantern Hill Road  
N. Stonington, CT 06359

Sent from my iPhone

## Roxanne Maher

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**From:** Roxanne Maher  
**Sent:** Friday, January 20, 2023 4:47 PM  
**To:** townCouncil@ledyard.com  
**Subject:** Fwd: Letter of Support for the Proposed Bush Pond Park

Sent from my iPhone

Begin forwarded message:

**From:** erikahall76@yahoo.com  
**Date:** January 20, 2023 at 12:52:03 PM EST  
**To:** Roxanne Maher <council@ledyardct.org>  
**Subject:** Letter of Support for the Proposed Bush Pond Park  
**Reply-To:** "erikahall76@yahoo.com" <erikahall76@yahoo.com>

You don't often get email from erikahall76@yahoo.com. [Learn why this is important](#)

Dear Roxanne Maher,

Please enter this letter into the agenda of the next Town Council meeting. I am a Ledyard resident and owner of property at 780 Lantern Hill Road.

Dear Mayor Allyn and Members of the Ledyard Town Council,

I have lived on Lantern Hill Road, two miles north of the proposed park, for the better part of the last 20 years. Since 2011, I have owned the property at 780 Lantern Hill Road. I support the proposal to establish a public park on Lantern Hill Road on the property between Long Pond and Bush Pond recently purchased by Mr. & Mrs. Robert Graham. Until their purchase and subsequent clearing, this property has been a terrible eyesore and detraction from the beauty of the area.

This park can be a welcome addition to the area, providing further public access to enjoy the ponds, which are local gems. Yes, there is the state owned boat launch down the road, but that is a large dirt lot and a bit of an eyesore in its own right. I do not find it inviting as a place to picnic and enjoy the waterfront. If done well, this area could provide access as well as beauty.

Sincerely,

Erika Hall  
780 Lantern Hill Road, Ledyard, CT 06339

January 22, 2023

Dear Mayor Allyn and Members of the Ledyard Town Council,

We are writing to ask you to support the plans to develop and establish a park on Lantern Hill Road on the property owned by Robert and Betsy Graham located between Long Pond and Bush Pond.

As residents living on Long Pond we see many folks enjoying all that Long Pond offers and the access to the boat launch. Having another access to Bush Pond would expand the usage for both ponds and offer a park like atmosphere that the boat launch does not have.

We fully support the town and their modest investment into making this picnic and car-top boating area available as another place to enjoy the great outdoors.

Thank you,

Sandra and Terry Fedors  
25 Homestead Road  
Ledyard, CT 06339

Primary residence: 32 New London Rd.  
Mystic, CT 06355  
Secondary residence: 36R Long Pond Rd. S.  
Ledyard, CT 06339

January 25, 2023

Ledyard Town Council

Public Hearing: Long-term lease of land on Lantern Hill Road/Bush Pond from Robert and Mary Graham

I have come in support of the town's acceptance of this generous offer/lease that will provide a window on the remarkable ecosystem of Bush Pond and the contiguous mile-long Long Pond. I own property that is directly across Long Pond from the site and have often kayaked with my grandchildren and friends on Bush Pond.

It is indeed a "magical site." It offers everything from a seasonal waterfall of ice-cold water to Great Blue Herons, Swans, Kingfishers, Cormorants, Mallards, and Ospreys. Turtles plop into the water from their sunning spots on branches and rocks. Otters leave their empty fresh clam shells and their classic V water trails. Fishermen delight in everything from Blue Gills to Trout, Bass, Perch, and Pickerel. Water Lilies bloom, Frogs croak, and Dragonflies whiz by. Beavers leave evidence of their presence at the mouth of the culvert. Invasive water plants and bog-like patches add mystery to the scene.

Perhaps, under the supervision of the Parks & Recreation Department, a weather-resistant sign could be erected to help visitors identify the flora and fauna in residence. I would also suggest that the town provide regular maintenance to set the standard for cleanliness and that the police respond promptly to calls from concerned neighbors/residents – based on "historic" interloping on adjacent properties – especially on hot summer days.

This can be a wonderful opportunity to share a natural gem and to nurture respectful appreciation. Thank you for your consideration of this proposal.

Sincerely,

Kathleen P. O'Beirne

## Roxanne Maher

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**From:** Nina Diaz <ninadiaz24@yahoo.com>  
**Sent:** Sunday, January 22, 2023 10:16 PM  
**To:** Town Council Group; Fred Allyn, III  
**Subject:** Black history flag raising event

Some people who received this message don't often get email from ninadiaz24@yahoo.com. [Learn why this is important](#)

Good evening. I am writing to inquire why and who decided to cancel Ledyard's flag raising event honoring black history month? Prior to learning it was canceled, no information regarding the event had made it's way into the arms of the public. It is sad that this event will not take place and I request a response from both Mayor Fred and TC answering why and who decided to cancel it and what is being done in place of said event to honor black history month.

G.Diaz

[Sent from Yahoo Mail on Android](#)





Chairman John Rodolico

# TOWN OF LEDYARD CONNECTICUT RETIREMENT BOARD

741 Colonel Ledyard Highway  
Ledyard, CT 06339-1551  
(860) 464-3220

January 18, 2023

Mayor Fred B. Allyn, III  
741 Colonel Ledyard Highway  
Ledyard, Connecticut 06339

Dear Mayor Allyn:

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Respectfully submitted,

Christina Hostetler  
Town Hall Assistant

cc: Director of Finance  
Director of Human Resources  
Treasurer  
Town Council

## Roxanne Maher

---

**From:** Fred Allyn, III  
**Sent:** Tuesday, January 24, 2023 11:27 AM  
**To:** Nina Diaz; Town Council Group  
**Subject:** RE: Second email please respond

Ms. Diaz,

I can't comment on any proposed event as nothing was officially approved or voted on for that matter- it was an idea that was discussed. After consideration, I remained consistent in choosing not to fly any flags below the US flag or the CT State flag.

Fred B. Allyn III



Mayor, Town of Ledyard, CT  
741 Colonel Ledyard Hwy.  
Ledyard, CT 06339  
Tel (860) 464-3221  
[www.ledyardct.org](http://www.ledyardct.org)

NOTICE\* Effective June 11, 2018  
Town Hall hours are 7:30AM-4:45PM Mon-Thurs  
**CLOSED FRIDAYS**

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**From:** Nina Diaz <ninadiaz24@yahoo.com>  
**Sent:** Tuesday, January 24, 2023 10:23 AM  
**To:** Town Council Group <TownCouncil@ledyardct.org>; Fred Allyn, III <mayor@ledyardct.org>  
**Subject:** Second email please respond

You don't often get email from [ninadiaz24@yahoo.com](mailto:ninadiaz24@yahoo.com). [Learn why this is important](#)

\*\*The first copy of this email was sent to you on January 22,2023\*\*

Good evening. I am writing to inquire why and who decided to cancel Ledyard's flag raising event honoring black history month? Prior to learning it was canceled, no information regarding the event had made it's way into the arms of the public. It is sad that this event will not take place and I request a response from both Mayor Fred and TC answering why and who decided to cancel it and what is being done in place of said event to honor black history month.

G.Diaz

[Sent from Yahoo Mail on Android](#)



# TOWN OF LEDYARD CONNECTICUT TOWN COUNCIL

Chairman Kevin J. Dombrowski

741 Colonel Ledyard Highway  
Ledyard, CT 06339-1551  
(860) 464-3203  
[council@ledyardct.org](mailto:council@ledyardct.org)

January 12, 2023

Mayor Fred Allyn, III  
Town of Ledyard  
741 Colonel Ledyard Highway  
Ledyard, Connecticut 06339

Dear Mayor Allyn:

At its Regular Meeting held on January 11, 2023 the Town Council took the following actions:

- Approved a proposed updated/revised Emergency Communications Specialist (Dispatch) job description as contained in the draft dated June 15, 2021.
- Appointed Mr. Rolf Racich (U) 18 Brewster Drive, Gales Ferry, to the Library Commission to complete two (2) year term ending November 7, 2024 filling a vacancy left by Ms. Wins
- Granted a Bid Waiver to Goliath Structural Steel Maintenance, LLC of Carver Massachusetts, in the amount of \$32,500 for the Roof Cleaning and Recoating of the Ledyard Center Water Storage Tank, due to the lack of receiving the required three bids in accordance with Ordinance #200-001 (rev 1) "*An Ordinance for Purchasing*".
- Approved a revised Appendix A- *Qualifying Income Schedule* in accordance with Ordinance #200-005 (rev. 1) "*An Ordinance to Provide Property Tax Relief for Certain Homeowners Age Sixty-Five or Over or Permanently and Totally Disabled (rev.1)*" for the filing period of February 1, 2023 – May 15, 2023.
- Adopted proposed amendments to Ordinance #300-027 (rev 2) "*An Ordinance Regulating Parking And Other Activities In Town Roads And Rights-Of-Way And Providing Penalties For The Violation Thereof*" as contained in draft dated December 14, 2022.

In addition, approved a proposed Appendix A - for Ordinance # 300-027 "*An Ordinance Regulating Parking Of Commercial Vehicles On Public Streets In Residential Zones And /Or In Front Of Residentially Used Properties*" as contained in the draft dated October 13, 2022.

- Set a Hybrid Public Hearing date for January 25, 2023 at 6:30 p.m. to be held in the Council Chambers, 741 Colonel Ledyard Highway, in accordance with CGS 07-163e, to receive comments and recommendations regarding the following:

***“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 feel free to contact Chairman Dombrowski should you have any questions regarding this meeting.

Respectfully submitted,



Roxanne M. Maher  
Administrative Assistant  
to the Ledyard Town Council

cc: Director of Finance  
Treasurer  
Administrator of Human Resources  
Director of Land Use  
Director of Emergency Communications  
Library Director  
Police Chief  
Public Works Director/Town Engineer  
Tax Assessor  
Water Pollution Control Authority



# TOWN OF LEDYARD

## CONNECTICUT

### TOWN COUNCIL

Chairman Kevin J. Dombrowski

741 Colonel Ledyard Highway  
Ledyard, CT 06339  
(860) 464-3203  
[council@ledyardct.org](mailto:council@ledyardct.org)

January 12, 2023

Mr. Rolf Racich  
18 Brewster Drive  
Gales Ferry, Connecticut 06335

Dear Mr. Racich:

CONGRATULATIONS! The Town Council, at its meeting on January 11, 2023, appointed you as a member of the Library Commission, to complete a two (2) year term ending November 7, 2024, filling a vacancy left by Ms. Winston.

The Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Library Commission meetings by providing materials and supporting documentation. This technology has enabled the town to streamline processes and implement paperless meetings. Each month you will be electronically notified of the Library Commission's scheduled meeting. You can access this information by visiting the Town of Ledyard Website at: <https://www.ledyardct.org/> clicking on the "Agendas & Minutes" tab.

It is customary and traditional to be sworn-in by the Town Clerk prior to assuming your duties. Please bring a copy of this letter with you and try to have this accomplished as soon as possible.

Town Hall business hours are Monday through Thursday, 7:30 a.m. to 4:45 p.m. Should your schedule conflict with regular business hours, please call the Town Clerk's Office at 860.464.3257 to arrange a time to be sworn-in.

Thank you for your willingness to serve the Town of Ledyard.

Sincerely,

Kevin J. Dombrowski  
Chairman

cc: Town Clerk  
Library Commission



**TOWN OF LEDYARD  
CONNECTICUT  
TOWN COUNCIL**

Chairman Kevin J. Dombrowski

741 Colonel Ledyard Highway  
Ledyard, CT 06339-1551  
(860) 464-3203  
[council@ledyardct.org](mailto:council@ledyardct.org)

January 12, 2023

Mrs. Patricia A. Riley, Town Clerk  
Town of Ledyard  
741 Colonel Ledyard Highway  
Ledyard, Connecticut 06339

Dear Mrs. Riley:

At its Regular Meeting held on January 11, 2023 the Town Council approved a revised Appendix A- *Qualifying Income Schedule* in accordance with Ordinance #200-005 (rev. 1) “*An Ordinance to Provide Property Tax Relief for Certain Homeowners Age Sixty-Five or Over or Permanently and Totally Disabled (rev.1)*”.

Please feel free to contact Chairman Dombrowski should you have any questions regarding this action.

Respectfully submitted,

Roxanne M. Maher  
Administrative Assistant  
to the Ledyard Town Council

Attachment


cc: Tax Assessor, Adrianna Hedwall

Appendix A

Qualifying Income Schedule

Qualifying Income		Tax Reduction As Percentage Of Property Tax	Tax Reduction For Any Year	
Over	Not Exceeding		Maximum	Minimum
<b>Married Homeowners</b>				
\$ 0	\$20,200	50%	\$1,250	\$400
\$20,200 -	\$27,100	40%	\$1,000	\$350
\$27,100	\$33,800	30%	\$750	\$250
\$33,800	\$40,300	20%	\$500	\$150
\$40,300	\$49,100	10%	\$250	\$150
\$49,100		None		
<b>Unmarried Homeowners</b>				
\$ 0	\$20,200	40%	\$1,000	\$350
\$20,200 -	\$27,100	30%	\$750	\$250
\$27,100	\$33,800	20%	\$500	\$150
\$33,800	\$40,300	10%	\$250	\$150
\$40,300	\$49,100	None	-0-	-0-
\$49,100		None		

Adopted by the Ledyard Town Council on: January 11, 2023

  
Kevin J. Dombrowski, Chairman



# TOWN OF LEDYARD CONNECTICUT TOWN COUNCIL

741 Colonel Ledyard Highway  
Ledyard, CT 06339-1551  
(860) 464-5203  
[council@ledyardct.org](mailto:council@ledyardct.org)

Chairman Kevin J. Dombrowski

January 12, 2023

Mrs. Patricia A. Riley, Town Clerk  
Town of Ledyard  
741 Colonel Ledyard Highway  
Ledyard, Connecticut 06339

Dear Mrs. Riley:

At its Regular Meeting held on January 11, 2023 the Town Council approved amendments to Ordinance #300-027 (rev 2) "*An Ordinance Regulating Parking And Other Activities In Town Roads And Rights-Of-Way And Providing Penalties For The Violation Thereof*".

This Ordinance amendment included the attached Appendix A – Fine Schedule.

Please feel free to contact Chairman Dombrowski should you have any questions regarding this action.

Respectfully submitted,

Roxanne M. Maher  
Administrative Assistant  
to the Ledyard Town Council

Attachment

cc: Police Chief  
Public Works Director/Town Engineer



AN ORDINANCE  
REGULATING PARKING AND OTHER ACTIVITIES IN TOWN ROADS AND  
RIGHTS-OF-WAY AND PROVIDING PENALTIES  
FOR THE VIOLATION THEREOF

Be it ordained by the Town Council of the Town of Ledyard

Section 1. Purpose

It is hereby declared to be in the best interests of the public safety, convenience and welfare of the Town to regulate and place restrictions on the parking of vehicles and other activities in Town rights-of-way within the control and limits of said Town, in general and during periods of snow emergencies, so as to preserve proper material condition of roads and rights-of-way and to not impede the transportation and movement of food, fuel, medical care, fire, health, police protection and other vital facilities of the Town.

Section 2. Definitions

For the purpose of this Ordinance, the following definitions shall apply:

- a. The words "vehicle" shall be defined as in Connecticut Statutes Section 14-1(102).
- b. The words "parked vehicle" shall be defined as in Connecticut General Statutes Section 14-1(66).
- c. The word "street" shall mean any public highway, road or street in the Town of Ledyard.
- d. The words "snow emergency" is hereby defined to be a period of time as forecast by a contracted weather service or the United States Weather Bureau, during which period vehicular and/or pedestrian traffic is expected to be hazardous or congested due to the elements, and during which period the parking of vehicles could hinder, delay or obstruct the safe flow of such traffic and/or the proper clearing, clearing and making safe of the public highways of the Town.
- e. For the purpose of this Ordinance "commercial or industrial vehicle" means any vehicle the principal use of which is the transport of commodities, merchandise, produce, freight, and any vehicle used primarily in construction, industry, including but not limited to, bulldozers, backhoes, tractors, tow trucks, dump trucks, tractor trailers (cab and/or trailer), or trucks fitted with cranes, air compressors, welders, tanks or similar equipment. "Commercial or industrial vehicle" also includes nonmotorized dumpsters, storage units, open or utility trailers greater than six (6) feet in length or in height, and tool lockers; taxicabs, limousines, and/or any passenger vehicle that is greater than eight (8) feet in height marked with a sign, letters, or emblem advertising a commercial enterprise.

Section 3. General Restrictions

- a. No person, firm or corporation shall place any fixed obstruction, or object or drain any water or other substance, within, under, upon or over any Town road or right of way without the written permission of the Director of Public Works.
- b. In the case of clearing and handling leaves from and in proximity to private properties, no person, firm or corporation shall place or leave any leaves in the roadway or permanently place leaves on Town property. Residents who contract out leaf removal services at their property shall be liable also for violations of this provision of the party they hire.
- c. In the case of removing snow from private driveways and properties, no person, firm or corporation shall move snow across or leave any snow in the roadway. Residents who contract out snow removal at their property shall be liable also for violations of this provision of the party they hire.

d. The Director of Public Works may remove or alter any such obstruction or drain, and the expense incurred by the Director in such removal or alteration shall be paid by the person, firm or corporation placing such obstruction or drain; provided, however, at the discretion of the Director of Public Works, any fixed obstruction or drain made or placed without a permit, or in violation of provisions of a permit shall be removed or altered by the person, firm or corporation making or placing the same within thirty (30) days from the date when said Director sends by registered or certified mail, postage prepaid, a notice to such person firm or corporation ordering such removal or alteration.

#### Section 4. Construction Regulations

- a. No person shall construct a new driveway or relocate an existing driveway leading from private property to a town street or conduct work (excepting lawn or grounds maintenance) in a town right-of-way (ROW) area, until a permit has been obtained from the Director of Public Works or his agent. Plans fully depicting the proposed driveway location and or work in town ROW area shall be submitted for review and approval prior to commencing work.
- b. In determining whether to issue a permit, the Director of Public Works shall give due consideration to the effect of the proposed approach upon public safety, sightline and drainage needs.
- c. For driveways, all paving, drainage pipes, culverts, headwalls, catch basins, or ditches deemed necessary by the Director of Public Works or his agent must be installed at the owner's expense. The construction shall meet the requirements of the Road Ordinance, unless varied with the written permission of the Director of Public Works. For other work in town ROW areas, construction shall be conducted in accordance with the approved plans. As applicable, work shall meet the specifications of the Road Ordinance.
- d. The work shall be completed before a Certificate of Occupancy (CO) and a Certificate of Use and Compliance (CC), when applicable, are issued. If extenuating circumstances prevail, as deemed by the Director of Public Works, that prevent completion of work by the time all other CO and/or CC conditions are met, and unless waived by the Director of Public Works, the applicant shall deposit with the Town Treasurer security in the form of cash, in such amount as may be required by the Director of Public Works sufficient to cover the satisfactory completion of all work, including work required to repair the town street or ROW area. The security shall not be less than \$1,000.
- e. For work not involving a CO or CC, the applicant shall deposit with the Town Treasurer security in the form of cash, in such amount as may be required by the Director of Public Works sufficient to cover the satisfactory completion of all work, including work required to repair the town street or ROW area.
- f. If work governed by this ordinance is not completed within twelve (12) months of approval, the Town may utilize all or any necessary portion of the posted security to effect satisfactory completion.
- g. The holder of this permit shall be responsible for any damage done to the town street or ROW area in the completion of said work.

#### Section 5. Declaration of "Snow Emergency"

A "snow emergency" shall be declared by the Mayor or his/her designee, either before, during or after a fall of snow, sleet or freezing rain, when in his/her sound judgement and discretion the circumstances warrant determination of such an emergency in the interest of safety upon the public roads of the Town.

The Mayor's Office shall cause public announcements of such determination of snow emergency prior to the time of becoming effective, after which time a snow emergency shall be in effect. The Mayor or his/her designee shall determine when such emergency no longer exists and shall make public announcement of the same.

Section 6. Parking Restrictions

- a. No vehicle shall be permitted to remain parked on any street within the Town between the hours of 1:00 a.m. through 6:00 a.m. daily, during the period of December 1<sup>st</sup> through March 31<sup>st</sup> of each winter.
- b. It shall be unlawful at any time during the period of any snow emergency under provisions of this Ordinance for the owner of a vehicle or person in whose name it is registered, to allow, permit or suffer said vehicle to remain parked on any street in the Town of Ledyard.
- c. No vehicle shall be permitted to be parked on any street for a period of more than ten (10) consecutive days in any 365-day period. After such period, such vehicle will be considered a fixed obstruction according to Section 3 Paragraph (a).
- d. No person shall park or store any commercial or industrial vehicle on any public street or roadway within any residential district or in front of any property currently used residentially unless for the purpose of actively loading or unloading materials, or while actively engaged in providing commercial service at the premises; nor shall such vehicles be parked in a residential district or in front of an existing residence outside normal business hours unless on site for an emergency service call.

Section 7. Owner

In any prosecution or proceeding hereunder, the registration plate displayed on the vehicle shall constitute prima facie evidence that the owner of such vehicle was the person who parked such vehicle at the place where such violation occurred.

Section 8. Towing

Whenever any motor vehicle is found to be parked in violation of Section 6 of this ordinance, the motor vehicle may be removed (towed) at the owner's expense and/or a State of Connecticut Complaint Ticket (a parking ticket) shall be issued by the Ledyard Police Department. Each day that a violation continues shall be deemed a separate offense.

Such removal shall be at the risk of the owner, and such owner is subject to the terms of the towing company in retrieving the vehicle.

Section 9. Penalties

- a. Any person, firm or corporation violation any provisions of Sections 3 or 4 of this ordinance shall be fined not more than Two Hundred (\$200.00).
- b. Any person found in violation of the provisions of Section 6 of this ordinance will be subject to the issuance of an infractions summons and be subject to a fine in accordance with a schedule, which may be amended from time to time with the approval of the Town Council. The fine schedule is hereby incorporated in this Ordinance as fully set forth herein. (Appendix A)
- c. Payment of the fine(s) associated with the issue of any Ticket shall be in accordance with current Connecticut State Statutes.

Section 10. Severability.

If any section, or part of a section, of this Ordinance shall be held by a court of competent jurisdiction to be invalid, such holding shall not be deemed to invalidate the remaining provisions hereof.

Section 11. Effective Date

In accordance with the Town Character this ordinance shall become effective on the twenty-first (21<sup>st</sup>) day after such publication following its final passage.

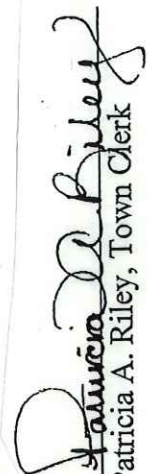
Amended and Adopted by the Ledyard Town Council on: January 11, 2023

  
Kevin J. Dombrowski, Chairman  
  
Fred B. Allyn, III, Mayor

Approved / Disapproved on: 1/12/2023

Published on:

Effective date:

  
Patricia A. Riley, Town Clerk

\*\*\*\*\*  
Revisions: Ordinance #38 “*Ordinance Prohibiting Parking on Town Roads During Winter Storms and Providing Penalties for the Violation Thereof*” adopted July 27, 1987; Ordinance #75 “*An Ordinance Amending An Ordinance Prohibiting The Placing of Obstructions or the Drainage of Water on Town Roads*” Adopted: June 9, 1999; Ordinance #100 “*An Ordinance Regulating Construction of Driveways to or Other Work Right-of-Way Areas of Any Street or Highway of the Town of Ledyard*” Adopted: February 8, 2006 .Ordinance #152 “*An Ordinance Regulating parking and Other Activities in town Roads and Rights-of-Way and Providing Penalties for the Violation Thereof*” Adopted August 8, 2018; Effective: September 4, 2018. Renumbered #300-027 on September 25, 2019. Amended on February 26, 2022 #300-027 (rev1); Effective: March 24, 2020.

History:

The Twenty-fourth Town Council (2017- 2019) Ordinance Update Initiative: Renumbered Ordinance #152 “*An Ordinance Regulating Parking and Other Activities in town Roads and Rights-of-Way and Providing Penalties for the Violation Thereof*” to Ordinance #300-027.

1999: Ordinance #38 “*An Ordinance Prohibiting the Placing of obstructions or the Drainage of Water on Town Roads*”. Section 1 added “*including portable or permanent basketball hoops*”

2018: Combined Ordinances #38, #75 & #100 because the subject matter of the three Ordinances dealt with the similar issue of the town right-of-way. Most of the language of the three ordinances did not change. Section 6 “*Parking Restrictions*”; added paragraph (c) *No vehicle shall be permitted to be parked on any street for a period of more than ten (10) consecutive days. After such period, such vehicle will be considered a fixed obstruction according to Section 3 Paragraph (a).* Updated State Statute numbers throughout the document. Section 3 “*General Restrictions*” paragraph (a) removed the following language “*including portable or permanent basketball hoops*”.

2019: Removed Section 11 “*Cancellation of Previous Ordinances*” - Per Town Attorney a “*Cancellation Section*” was not needed. The “*Revisions*” and “*History*” paragraphs indicate that the previous ordinance has been updated and replaced. Added new Section 11 “*Effective Date*” to be consistent with Town Ordinance format. No substantive changes were made to the ordinance.

2020 (rev.1): Section 3. General Restrictions: Inserted a new paragraph (b) as follows: “*In the case of clearing and handling leaves from and in proximity to private properties, no person, firm or corporation shall place or leave any leaves in the roadway or permanently place leaves on Town property. Residents who contract out leaf removal services at their property shall be liable also for violations of this provision of the party they hire*” and re-lettered the remaining paragraphs accordingly.

**2023 (rev. 2):** Updated in various places to incorporate prohibitions related to parking commercial and industrial vehicles in residential districts as follows:

Section 2 “Definitions” added subparagraph (e).

Section 6”Parking Restrictions” added subparagraph (d).

Section 8 “Towing” Reworded paragraph as follows: ~~Whenever any motor vehicle shall be found parked on any Town road during a period when parking is prohibited as herein set forth, such vehicle may be removed or conveyed under the direction of the Town Police Department by means of towing the same~~ is found to be parked in violation of Section 6 of this ordinance, the motor vehicle may be removed (towed) at the owner's expense and/or a State of Connecticut Complaint Ticket (a parking ticket) shall be issued by the Ledyard Police Department. Each day that a violation continues shall be deemed a separate offense.

Section 9 “Penalties”

Subparagraph (b) added the following language: may be amended from time to time with the approval of the Town Council. The fine schedule is hereby incorporated in this Ordinance as fully set forth herein. (Appendix A). ~~Removed the following language. And removed the following language: “in accordance with the State of Connecticut Superior Court schedule”.~~

Added subparagraph (c)

Added Appendix – Fee Schedule

The 2023 changes noted above are further subject to the following background.

Sec. 7-148. Scope of Municipal Powers

Fine up to \$90 is considered an infraction. Fine above \$90.00 to \$250.00 is considered a “violation”. Both are enforceable on a state infraction ticket.

Sec. 51-164p. Violations of municipal ordinances, regulations and bylaws. (a) Notwithstanding any provision of any special act, local law or the general statutes to the contrary, any violation of any ordinance, regulation or bylaw of any town, city or borough, except violations of building codes and the health code, for which the penalty does not exceed ninety dollars shall be an infraction as provided for in sections 51-164m and 51-164n.

(b) Notwithstanding any provision of any special act, local law or the general statutes, any violation of any ordinance, regulation or bylaw of any town, city or borough, except violations of building codes and the health code, for which the penalty exceeds ninety dollars but does not exceed two hundred fifty dollars shall be a violation as provided for in sections 51-164m and 51-164n. (P.A. 75-577, S. 9, 126; P.A. 80-483, S. 133, 186; P.A. 06-185, S. 9.)

P.A. 80-483 specified that violations with penalties not exceeding \$90, rather than \$100, are infractions; P.A. 06-185 designated existing provisions as Subsec. (a) and added Subsec. (b) re violation of municipal ordinance, regulation or bylaw with penalty between \$90 and \$250. Cited. 9 CA 686.

Sec. 14-251. Parking vehicles. No vehicle shall be permitted to remain stationary within ten feet of any fire hydrant, or upon the traveled portion of any highway except upon the right-hand side of such highway in the direction in which such vehicle is headed; and, if such highway is curbed, such vehicle shall be so placed that its right-hand wheels, when stationary, shall, when safety will permit, be within a distance of twelve inches from the curb, except if a bikeway, as defined in section 13a-153f, or such bikeway's buffer area, as described in the federal Manual on Uniform Traffic Control Devices, is in place between the parking lane and the curb, such vehicle shall be so placed that its right-hand wheels, when stationary, shall, when safety will permit, be within a distance of twelve inches from the edge of such bikeway or buffer area.

No vehicle shall be permitted to remain parked within twenty-five feet of an intersection or a marked crosswalk at such intersection, except within ten feet of such intersection if such

intersection has a curb extension treatment with a width equal to or greater than the width of the parking lane and such intersection is located in and comprised entirely of highways under the jurisdiction of the city of New Haven, or within twenty-five feet of a stop sign caused to be erected by the traffic authority in accordance with the provisions of section 14-301, except where permitted by the traffic authority of the city of New Haven at the intersection of one-way streets located in and comprised entirely of highways under the jurisdiction of the city of New Haven.

No vehicle shall be permitted to remain stationary upon the traveled portion of any highway at any curve or turn or at the top of any grade where a clear view of such vehicle may not be had from a distance of at least one hundred fifty feet in either direction. The Commissioner of Transportation may post signs upon any highway at any place where the keeping of a vehicle stationary is dangerous to traffic, and the keeping of any vehicle stationary contrary to the directions of such signs shall be a violation of this section. No vehicle shall be permitted to remain stationary upon the traveled portion of any highway within fifty feet of the point where another vehicle, which had previously stopped, continues to remain stationary on the opposite side of the traveled portion of the same highway.

No vehicle shall be permitted to remain stationary within the limits of a public highway in such a manner as to constitute a traffic hazard or obstruct the free movement of traffic thereon, provided a vehicle which has become disabled to such an extent that it is impossible or impracticable to remove it may be permitted to so remain for a reasonable time for the purpose of making repairs thereto or of obtaining sufficient assistance to remove it. Nothing in this section shall be construed to apply to emergency vehicles and to maintenance vehicles displaying flashing lights or to prohibit a vehicle from stopping, or being held stationary by any officer, in an emergency to avoid accident or to give a right-of-way to any vehicle or pedestrian as provided in this chapter, or from stopping on any highway within the limits of an incorporated city, town or borough where the parking of vehicles is regulated by local ordinances. Violation of any provision of this section shall be an infraction.

Sec. 14-252. Parking so as to obstruct driveway. No person shall park or leave stationary on a public highway any vehicle in front of or so as to obstruct or interfere with the ingress to or egress from any private driveway or alleyway, except with the permission of the owner of such private driveway or alleyway. Such parking or stationary position of any vehicle with such permission shall be subject to existing parking regulations. Violation of any provision of this section shall be an infraction.

(1949 Rev., S. 2510; February, 1965, P.A. 448, S. 29; P.A. 75-577, S. 101, 126.)

History: 1965 act added provision requiring compliance with parking regulations when blocking drive or alley; P.A. 75-577 replaced provision for \$25 maximum fine with statement that violation of provisions is an infraction.

See Sec. 14-107 re liability of owner, operator or lessee of vehicle.

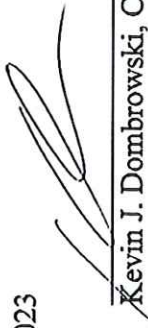
APPENDIX A

AN ORDINANCE REGULATING PARKING OF  
COMMERCIAL VEHICLES ON PUBLIC STREETS IN RESIDENTIAL ZONES  
AND/OR IN FRONT OF RESIDENTIALLY USED PROPERTIES

ALL BELOW FINES ARE IN ADDITION TO THE SURCHARGE REQUIRED BY  
THE STATE OF CONNECTICUT

First Offense (Infraction): \$90  
Subsequent Offense (Violation): \$200

Adopted by the Ledyard Town Council on: January 11, 2023

  
Kevin J. Dombrowski, Chairman

\*\*\*\*\*

Sec. 7-148. Scope of municipal powers

VIOLATION OF MUNICIPAL PARKING ORDINANCES

The complaint ticket may be used for violations of municipal parking ordinances where the amount of the penalty established by the ordinance is \$250.00 or less.

When computing the "Total Amount Due" begin with the ordinance penalty amount. Where the ordinance penalty amount is \$90.00 or less, add to that amount the fee amount which is equal to one dollar for each \$8.00 or fraction thereof on the first \$88.00 of the ordinance penalty amount. To this sum, add a surcharge of \$20.00 if the Ordinance penalty amount is less than \$35.00. If the Ordinance penalty amount is \$35.00 or more add a surcharge of \$35.00. Where the ordinance penalty amount exceeds \$90.00 but does not exceed \$250.00, the "Total Amount Due" is equal to the ordinance penalty amount.

STATUTE. NO.

- 7-148\*                   Municipal PARKING ordinance where the amount of the penalty is \$90.00 or less. (See Examples 1 and 2 Below)
- 7-148PK91-250       Municipal PARKING ordinance where the amount of the penalty is greater than \$90.00 but not more than \$250.00. (See Example 3 Below)
- EXAMPLES:
  1. Ordinance Penalty Amount \$29.00; Total Amount Due = \$53.00 (\$29.00 +\$4.00 (Fee) + \$20.00 (Surcharge))
  2. Ordinance Penalty Amount \$35.00; Total Amount Due = \$75.00 (\$35.00 +\$5.00 (Fee) + \$35.00 (Surcharge))
  3. Ordinance Penalty Amount \$100.00; Total Amount Due = 100.00



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 22-065

**Agenda Date:** 1/25/2023

**Agenda #:**

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REPORT  
ADMINISTRATION COMMITTEE

**Fiscal Year 2022/2023 Report:**  
Administration Committee

**Meeting Action Detail:**

**Town Council Meeting 01/25/2023**

**File #:** [22065](#) Version: 8

**Type:** Report

**Title:** Administration Committee Report

**Minute Note:**





# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 22-066

**Agenda Date:** 1/25/2023

**Agenda #:** 2.

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REPORT  
COMMUNITY RELATIONS COMMITTEE

**Fiscal Year 2022/2023 Report:**  
Community Relations Committee

**Meeting Action Detail:**

**Town Council Meeting 01/25/2023**

**File #:** [22066](#) Version: 8

**Type:** Report

**Title:** Community Relations Committee Report

**Minute Note:**



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 22-067

**Agenda Date:** 1/25/2023

**Agenda #:** 3.

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REPORT  
FINANCE COMMITTEE

**Fiscal Year 2022/2023 Report:**  
Finance Committee

**Meeting Action Detail:**

**Town Council Meeting 01/25/2023:**

**File #:** [22067](#) Version: 8

**Type:** Report

**Title:** Finance Committee Report

**Minute Note:**



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 22-068

**Agenda Date:** 1/25/2023

**Agenda #:**

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REPORT  
LAND USE/PLANNING/PUBLIC WORKS COMMITTEE

**Fiscal Year 2022/2023 Report:**

Land Use/Planning/Public Works Committee

**Meeting Action Detail:**

**Town Council Meeting 01/25/2023:**

**File #:** [22068](#) Version: 8

**Type:** Report

**Title:** Land Use/Planning/Public Works Committee Report

**Minute Note:**



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**File #:** 22-086

**Agenda Date:** 1/25/2023

**Agenda #:**

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REPORT  
LIAISON REPORT  
WATER POLLUTION CONTROL AUTHORITY

**Fiscal Year 2022/2023 Liaison Report:**  
Water Pollution Control Authority

**Meeting Action Detail:**

**Water Pollution Control Authority 01/11/2023:**

**File #:** [22086](#) Version: 8  
**Type:** Report

**Title:** Water Pollution Control Authority Report

**Minute Note:**

Councilor Ingalls stated in Councilor Saums' absence she would present the WPCA Liaison Report he prepared as follows:

The WPCA met on December 20, 2022 and addressed the following: (1) Wastewater Treatment Facility - Since the WPCA's December meeting the Smith and Loveless Pump has been delivered; (2) Baldwin Hill Road Private Well - A Resident on Baldwin Hill Road had a failed well, with no options to repair or fracking. The Resident requested water service from the WPCA. One quote came in at \$28,000 to extend water service from the Route 12 main's termination on Baldwin Hill Road 200 feet away. Options were to apply for a town loan or to install a tank storage system since the private well had a slow refresh rate; (3) Solar Panels Maintenance - The Wastewater Treatment Facility was still waiting for lawn maintenance. The Panel Operator has mowed once since the project changed hands, and there were a few panels in need of replacement. Wastewater Treatment Plant Supervisor Steve Banks has asked to discuss the terms of the Agreement with the Town Attorney and to pursue legal action if necessary, since all other attempts to resolve the issues have been met with no success; (4) Route 117 Water Storage Tank Maintenance - The WPCA has requested a bid waiver for painting the roof of the Route 117 tank since no other bids were received despite multiple attempts by Groton Utilities to solicit bids. This item was on the Town Council agenda for action this evening. The WPCA felt painting the roof now was the better option because it was time sensitive. The rest of the tank (inside and out) were in good shape. A \$283,000 bid for painting the exterior was not recommended since it was not needed yet, and costs could decline in future years, because contractors are so busy right now; (5) Ledyard Water System Infrastructure/Assets - Groton Utilities was putting together an offer to purchase the Town of Ledyard's water and sewer system assets. The WPCA began discussing the pros and cons, and would continue to evaluate the situation in the event an offer was received. This would be a Town decision, and the WPCA would provide

recommendations when the time comes.

Councilor Ingalls noted due to a conflict WPCA Chairman Ed Lynch was not able to attend tonight's meeting.



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 22-296

**Agenda Date:** 1/11/2023

**Agenda #:**

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## REPORT

### **REPORT OF THE MAYOR:**

REPORT OF THE MAYOR

### **Mayor Report Fiscal Year 2022/2023:**

### **Meeting Action Detail:**

### **Town Council Meeting 01/25/2023:**

**File #:** [22296](#) Version:

**Type:** Report

**Title:** Mayor's Report

**Minute Note:**



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 22-971

**Agenda Date:** 1/25/2023

**Agenda #:** \*1.

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## APPOINTMENT

### **Motion/Request:**

MOTION to reappoint the following members to the Retirement Board for a three (3) year term ending January 20, 2026:

- Mrs. Sharon Wadecki (D) 44 Fanning Road, Ledyard
- Mr. Daniel Panoski (R) 17 Chriswood Trace, Ledyard

### **Background:**

As Committee & Board Member terms come to an end they are asked if they would like to continue to volunteer to serve the Town.

In addition, the Committee/Board and the Member's respective parties are also asked for their recommendation/endorsement regarding the reappointment of members to ensure that they were active participants.

Both Mrs. Wadecki and Mr. Panoski are interested in continuing to serve on the Retirement Board.

Their reappointments to the Board have been endorsed by both the Board and their respective parties. (please see attached).

### **Minority Representation - CGS 9-167a:**

In accordance with Chapter IV; Section 8 of the Town Charter "Except as otherwise provided for in this Charter, the Town Council may appoint members to fill vacancies in other offices, boards, and commissions established by this Charter and by ordinance as vacancies may occur, and appointing members to such offices, boards, and commissions as may be created in the future. Such appointments shall be made by the Town Council for such terms and upon such conditions as provided in the respective ordinance".

Chapter IV, Section 9: "In making appointments and removals, the Town Council shall act by the affirmative votes of at least a majority of all its members.

All members of boards, commissions, and committees contained in this Charter, or subsequently created under this Charter, except members of the Building Code Board of Appeals, the Fire Marshal, and the Deputy Fire Marshal(s), shall be electors of the Town at the time of their appointment and during their terms of office."

### **Connecticut General Statutes**

Sec. 9-167a. Minority representation. (a) (1) Except as provided in subdivision (2) of this subsection, the maximum number of members of any board, commission, legislative body, committee or similar body of the state or any political subdivision thereof, whether elective or appointive, who may be members of the same political party, shall be as specified in the following table:

Total Membership	Maximum from One Party
3	2
4	3
5	4
6	4
7	5
8	5
9	6
More than 9 Two-thirds of total membership	

(2) The provisions of this section shall not apply (A) to any such board, commission, committee or body whose members are elected wholly or partially on the basis of a geographical division of the state or political subdivision, (B) to a legislative body of a municipality (i) having a town meeting as its legislative body or (ii) for which the charter or a special act, on January 1, 1987, provided otherwise or (C) to the city council of an unconsolidated city within a town and the town council of such town if the town has a town council and a representative town meeting, the town charter provides for some form of minority representation in the election of members of the representative town meeting, and the city has a city council and a body having the attributes of a town meeting or (D) to the board of directors and other officers of any district, as defined in section 7-324, having annual receipts from all sources not in excess of two hundred fifty Thousand dollars.

(b) Prior to any election for or appointment to any such body, the municipal clerk, in cases of elections, and the appointing authority, in cases of appointments, shall determine the maximum number of members of any political party who may be elected or appointed to such body at such election or appointment. Such maximum number shall be determined for each political party in the following manner: From the number of members of one political party who are members of such body at the time of the election or appointment, subtract the number of members of such political party whose terms expire prior to the commencement of the terms for which such election or appointment is being held or made and subtract the balance thus arrived at from the appropriate number specified in column II of subsection (a) of this section.

**Meeting Action Detail:**

**Administration Committee Meeting 01/11/2023**

File #: [22-971](#) Version: 1

Type: Appointment

Title: MOTION to reappoint the following members to the Retirement Board for a three (3) year term



ending January 20, 2026:

- Mrs. Sharon Wadecki (D) 44 Fanning Road, Ledyard
- Mr. Daniel Panoski (R) 17 Chriswood Trace, Ledyard

**Mover:** Irwin      **Seconder:** Irwin

**Action:**              Recommend to Approve

**Minute Note:**

Moved by Councilor Irwin, seconded by Councilor McGrattan

Discussion: Councilor Ingalls stated both of these Retirement Board members were interested in continuing to serve the town. She also stated that the members' respective parties have endorsed their reappointments and that the Board's Chairman noted that they were both good contributors at the meetings.

VOTE: 3 - 0 Approved and so declared

**Action:**              Recommend to Approve



# TOWN OF LEDYARD CONNECTICUT TOWN COUNCIL

741 Colonel Ledyard Highway  
Ledyard, CT 06339-1551  
(860) 464-3203

E-Mail Address:  
[council@ledyardct.org](mailto:council@ledyardct.org)

Chairman Kevin J. Dombrowski

December 1, 2022

Mr. John Rodolico, Chairman  
Retirement Board  
40 Long Pond Road  
Ledyard, Connecticut 06339

Dear Mr. Rodolico:

Members of the Retirement Board are due for re-appointment as listed below. The Administration Committee of the Town Council would like your recommendations.

Please complete the shaded areas of the member's block and kindly return to the Town Council Office.

Retirement Board		3 Year Term			
Member's Name	Party Affiliation	Term Expiration	Commission Recommendation	Town Committee Endorsement	Attendance
Mrs. Sharon Wadecki 44 Fanning Road Ledyard, CT 06339	D	1/20/2023	(Y) N	Y N	<input checked="" type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor
Mr. Daniel Panosky 17 Chriswood Trace Ledyard, CT 06339	R	1/20/2023	(Y) N	Y N	<input checked="" type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor

Board's Comments:

*Sharon and Dan have been consistent contributors to the Retirement Board and are highly recommended for re-appointment.*

Your assistance is greatly appreciated. Thank you for your attention regarding this request.

Sincerely,  
*Roxanne M. Maher*

Roxanne M. Maher  
Administrative Assistant  
to the Ledyard Town Council

**Roxanne Maher**

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**From:** John Rodolico <reppop@sbcglobal.net>  
**Sent:** Thursday, December 01, 2022 11:30 AM  
**To:** johnrodolico@gmail.com; Roxanne Maher  
**Cc:** Christina Hostetler; Kevin J. Dombrowski; Andra Ingalls  
**Subject:** Re: Request Retirement Board Reappointment Endorsement

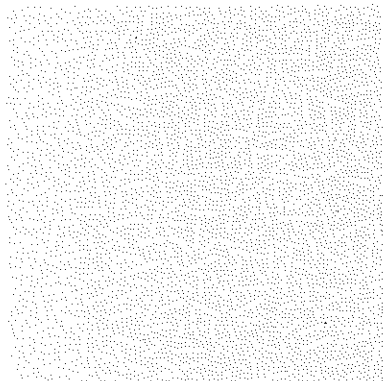
All:

Dan and Sharon are experience, highly qualified, and contributing members of the Retirement Board and I enthusiastically endorse their reappointment. My scanner is not working so please fill out the endorsement sheet for me and I will sign during my next TH visit.

Thank you.

John

On Thursday, December 1, 2022 at 10:42:35 AM EST, Roxanne Maher <council@ledyardct.org> wrote:



Good Morning Chairman Rodolico:

Please find attach a request for the Retirement Board's recommendation regarding the reappointment of a members to the Board.

Please feel free to contact me if you have any questions.



# TOWN OF LEDYARD CONNECTICUT TOWN COUNCIL

Chairman Kevin J. Dombrowski

741 Colonel Ledyard Highway  
Ledyard, CT 06339-1551  
(860) 464-3203  
E-Mail Address:  
[council@ledyardet.org](mailto:council@ledyardet.org)

December 1, 2022

Mr. Stanley Juber, Chairman  
Republican Town Committee  
13 Iron Street  
Ledyard, Connecticut 06339

Dear Chairman Juber:

Members of the Retirement Board are due for re-appointment as listed below. The Administration Committee of the Town Council would like your recommendations.

Please complete the shaded areas of the member's block and kindly return to the Town Council Office.

Retirement Board		3 Year Term			
Member's Name	Party Affiliation	Term Expiration	Commission Recommendation	Town Committee Endorsement	Attendance
Mrs. Sharon Wadecki 44 Fanning Road Ledyard, CT 06339	D	1/20/2023	Y N	Y N	{ }Excellent { } Good { } Fair { } Poor
Mr. Daniel Panosky 17 Chriswood Trace Ledyard, CT 06339	R	1/20/2023	Y N	Y N	{ }Excellent { } Good { } Fair { } Poor

Board's Comments:

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Your assistance is greatly appreciated. Thank you for your attention regarding this request.

Sincerely,  
*Roxanne M. Maher*  
Roxanne M. Maher  
Administrative Assistant  
to the Ledyard Town Council



# TOWN OF LEDYARD CONNECTICUT

## TOWN COUNCIL

Chairman Kevin J. Dombrowski

741 Colonel Ledyard Highway  
Ledyard, CT 06339-1551  
(860) 464-3203  
E-Mail Address:  
[council@ledyardct.org](mailto:council@ledyardct.org)

December 1, 2022

Ms. S. Naomi Rodriguez, Chairman  
Democratic Nominating Town Committee  
6 Saint Peters Court  
Ledyard, Connecticut 06339

Dear Chairman Rodriguez:

Members of the Retirement Board are due for re-appointment as listed below. The Administration Committee of the Town Council would like your recommendations.

Please complete the shaded areas of the member's block and kindly return to the Town Council Office.

Retirement Board		3 Year Term			
Member's Name	Party Affiliation	Term Expiration	Commission Recommendation	Town Committee Endorsement	Attendance
Mrs. Sharon Wadecki 44 Fanning Road Ledyard, CT 06339	D	1/20/2023	Y N	<input checked="" type="radio"/> Y <input type="radio"/> N	<input checked="" type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor
Mr. Daniel Panosky 17 Chriswood Trace Ledyard, CT 06339	R	1/20/2023	Y N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor

Board's Comments:

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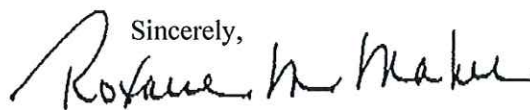


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Your assistance is greatly appreciated. Thank you for your attention regarding this request.

Sincerely,  
  
 Roxanne M. Maher  
 Administrative Assistant  
 to the Ledyard Town Council



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 22-972

**Agenda Date:** 1/25/2023

**Agenda #:** \*2.

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## APPOINTMENT

### **Motion/Request:**

MOTION to reappoint the following members to the Ledyard Farmers' Market Committee for a three (3) year term ending February 26, 2026:

- Mr. William Thorne, (R) 3 Adios Lane, Ledyard
- Mr. Peter Hary 973 Shewville Road, Ledyard

### **Background:**

As Committee & Board Members terms come to an end they are asked if they would like to continue to volunteer to serve the Town.

In addition, the Committee/Board and the Member's respective parties are also asked for their recommendation/endorsement regarding the reappointment of members to ensure that they were active participants.

Both Mr. Thorne and Mr. Hary are interested in continuing to serve on the Retirement Board.

Their reappointments to the Board have been endorsed by both the Board and their respective parties. (please see attached).

### **Minority Representation - CGS 9-167a:**

In accordance with Chapter IV; Section 8 of the Town Charter "Except as otherwise provided for in this Charter, the Town Council may appoint members to fill vacancies in other offices, boards, and commissions established by this Charter and by ordinance as vacancies may occur, and appointing members to such offices, boards, and commissions as may be created in the future. Such appointments shall be made by the Town Council for such terms and upon such conditions as provided in the respective ordinance".

Chapter IV, Section 9: "In making appointments and removals, the Town Council shall act by the affirmative votes of at least a majority of all its members.

All members of boards, commissions, and committees contained in this Charter, or subsequently created under this Charter, except members of the Building Code Board of Appeals, the Fire Marshal, and the Deputy Fire Marshal(s), shall be electors of the Town at the time of their appointment and during their terms of office."

### **Connecticut General Statutes**

Sec. 9-167a. Minority representation. (a) (1) Except as provided in subdivision (2) of this subsection, the maximum number of members of any board, commission, legislative body, committee or similar body of the state or any political subdivision thereof, whether elective or appointive, who may be members of the same political party, shall be as specified in the following table:

Total Membership	Maximum from One Party
3	2
4	3
5	4
6	4
7	5
8	5
9	6
More than 9 Two-thirds of total membership	

(2) The provisions of this section shall not apply (A) to any such board, commission, committee or body whose members are elected wholly or partially on the basis of a geographical division of the state or political subdivision, (B) to a legislative body of a municipality (i) having a town meeting as its legislative body or (ii) for which the charter or a special act, on January 1, 1987, provided otherwise or (C) to the city council of an unconsolidated city within a town and the town council of such town if the town has a town council and a representative town meeting, the town charter provides for some form of minority representation in the election of members of the representative town meeting, and the city has a city council and a body having the attributes of a town meeting or (D) to the board of directors and other officers of any district, as defined in section 7-324, having annual receipts from all sources not in excess of two hundred fifty Thousand dollars.

(b) Prior to any election for or appointment to any such body, the municipal clerk, in cases of elections, and the appointing authority, in cases of appointments, shall determine the maximum number of members of any political party who may be elected or appointed to such body at such election or appointment. Such maximum number shall be determined for each political party in the following manner: From the number of members of one political party who are members of such body at the time of the election or appointment, subtract the number of members of such political party whose terms expire prior to the commencement of the terms for which such election or appointment is being held or made and subtract the balance thus arrived at from the appropriate number specified in column II of subsection (a) of this section.

**Meeting Action Detail:**

**Administration Committee Meeting 01/11/2023**

File #: [22-972](#) Version: 1

Type: Appointment

Title: MOTION to reappoint the following members to the Ledyard Farmers’ Market Committee for a three (3) year term ending February 26, 2026:

- Mr. William Thorne, (R) 3 Adios Lane, Ledyard
- Mr. Peter Hary 973 Shewville Road, Ledyard

**Mover:** Irwin

**Seconder:** McGrattan

**Action:**

Recommend to Approve

**Minute Note:**

Moved by Councilor Irwin, seconded by Councilor McGrattan

Discussion: Councilor Ingalls stated both of these Farmers' Market Committee members were interested in continuing to serve on the Committee. She stated the Committee and the members' respective parties have endorsed their reappointment.

**VOTE:** 3 - 0 Approved and so declared





# TOWN OF LEDYARD CONNECTICUT OWN COUNCIL

741 Colonel Ledyard Highway  
Ledyard, CT 06339-1551  
(860) 464-3203  
FAX (860) 464-1485  
E-Mail Address:  
[council@ledyardct.org](mailto:council@ledyardct.org)

Chairman Kevin J. Dombrowski

December 1, 2022

Mrs. Lauriann Hary, Chairman  
Ledyard Farmers' Market Committee  
973 Shewville Road  
Ledyard, Connecticut 06339

Dear Mrs. Hary:

Members of the Ledyard Farmers' Market Committee are due for re-appointment as listed below. The Administration Committee of the Town Council would like your recommendations.

Please complete the shaded areas of each Commission members block and kindly return to the Town Council Office. .

**Ledyard Farmers' Market Committee**

Member's Name	Party Affiliation	Term Expiration	Committee Recommendation	Town Committee Endorsement	3 Year Term Attendance
Mr. William Thorne 3 Adios Lane Ledyard, CT 06339	R	2/26/2023	(Y) N	Y N	{X} Excellent { } Good { } Fair { } Poor
Mr. Peter Hary 973 Shewville Road Ledyard, CT 06335	U	2/26/2023	(Y) N	Y N	{X} Excellent { } Good { } Fair { } Poor

Committee Comments:

*Both Mrs. Thorne & Mr. Hary are great assets to the LFM committee. They both work hard & bring great ideas to the team.*

Your assistance is greatly appreciated. Thank you for your attention regarding this request.

Sincerely,  
*Roxanne M. Maher*

Roxanne M. Maher  
Administrative Assistant  
to the Ledyard Town Council



# TOWN OF LEDYARD CONNECTICUT OWN COUNCIL

741 Colonel Ledyard Highway  
Ledyard, CT 06339-1551  
(860) 464-3203  
FAX (860) 464-1485  
E-Mail Address:  
[council@ledyardct.org](mailto:council@ledyardct.org)

Chairman Kevin J. Dombrowski

December 1, 2022

Mr. Stanley Juber, Chairman  
Republican Town Committee  
13 Iron Street  
Ledyard, Connecticut 06339

Dear Mr. Juber

Members of the Ledyard Farmers' Market Committee are due for re-appointment as listed below. The Administration Committee of the Town Council would like your recommendations.

Please complete the shaded areas of each Commission members block and kindly return to the Town Council Office. .

**Ledyard Farmers' Market Committee**

**3 Year Term**

Member's Name	Party Affiliation	Term Expiration	Committee Recommendation	Town Commit Endorsement	Attendance
Mr. William Thorne 973 Shewville Road Ledyard, CT 06339	R	2/26/2023	Y N	Y N	{ }Excellent { } Good { } Fair { } Poor
Mr. Peter Hary 973 Shewville Road Ledyard, CT 06335	U	2/26/2023	Y N	Y N	{ }Excellent { } Good { } Fair { } Poor

Committee Comments:

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Your assistance is greatly appreciated. Thank you for your attention regarding this request.

Sincerely,  
*Roxanne M. Maher*

Roxanne M. Maher  
Administrative Assistant  
to the Ledyard Town Council

**Roxanne Maher**

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**From:** stanjub@juno.com  
**Content:** Wednesday, December 21, 2022 10:02 AM  
**To:** Roxanne Maher  
**Cc:** mikefrance17@comcast.net  
**Subject:** Re: Request RTC Reappointment Endorsement/Recommendation  
**Attachments:** APPT-ENORS-FARMERS MKT-RTC-2022-12-01 (1).pdf; APPT-ENORS-RETIREMENT - RTC-2022-12-01 (1).pdf; ATT00001.htm

Hi Roxanne,

The Ledyard RTC approves of re-appointing both Republican members. One correction: Bill Thorne lives at 3 Adios Lane, not 973 Shewville Road (his wife wondered how he moved without her knowing!).

FYI, Mike France will be chairing our Nominating Committee, so you can send future appointment correspondence to him at [mikefrance17@comcast.net](mailto:mikefrance17@comcast.net).

Thank you - and Merry Christmas!

Stan Juber  
Chairman, Ledyard RTC

Please note: message attached

From: Roxanne Maher <council@ledyardct.org>  
To: "Stanley Juber (stanjub@juno.com)" <stanjub@juno.com>  
Cc: Roxanne Maher <council@ledyardct.org>, "Kevin J. Dombrowski" <KJDom@ledyardct.org>, Andra Ingalls <aingalls@ledyardct.org>  
Subject: Request RTC Reappointment Endorsement/Recommendation  
Date: Thu, 1 Dec 2022 15:32:23 +0000



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**File #:** 22-032

**Agenda Date:** 1/25/2023

**Agenda #:** .3.

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## CONTRACT/LEASE

### **Subject/Motion:**

MOTION to approve a proposed “*Lease Agreement between Robert and Mary Graham and the Town of Ledyard*” for the lease of approximately 0.8 +/- parcel on Bush Pond as presented in the draft dated December 19, 2022.

### **Background:**

Robert and Betsy Graham purchased a parcel of land on the twenty-three-acre Bush Pond which was parallel to Long Pond.

Mr. and Mrs. Graham removed a number of the dilapidated cottages and cleaned up the property.

Mr. and Mrs. Graham have offered the Town an opportunity to enter into a long-term lease for 0.80+/- acre portion of the parcel with approximately 550 linear feet of the pond frontage for public access.

Initially Mr. and Mrs. Graham wanted to gift a portion of the property to the Town. Due to Health District requirements, a certain portion of property must remain as a reserve area for the remaining cottages on the parcel (one cottage on the south side and three cottages on the north side). Given that, a direct donation of the ownership of the parcel was not possible.

The Terms of the proposed Lease was for 99-year Lease at a cost of \$10.00 per year and included the following caveats:

1. *There shall not be any construction of a building on the parcel.*
2. *The town would be allowed to erect a gazebo.*
3. *The town would be allowed to place a port-a-john on the property seasonally.*
4. *Non-motorized activities would be allowed at the Bush Pond- Lantern Hill Valley Waterfront Park such as fishing, picnicking, canoeing, and kayaking.”*

The parcel would be under the Administrative Control of the Parks & Recreation Department

In accordance with Ordinance #200-009 “*An Ordinance Providing For The Transfer of Certain Revenue From The Real Estate Conveyance Tax to Specific Town Of Ledyard Funds*”

“.....A sum equal to forty percent (40%) of the money thus received shall be deposited to Fund 8, the Parks and Recreation Capital and Non Recurring Expense Fund; an additional forty percent (40%) of said money shall be deposited to Fund 6, Capital and Non Recurring Funds, to be used only for capital/infrastructure expenses; and the remaining twenty percent (20%) of said money shall be deposited to Fund 6, Capital and Non Recurring Funds, with an Acquisition of Open Space Allocation.” (Please see attached ordinance)

Capital Improvements estimated cost and estimated annual maintenance are noted below:

Lantern Hill Valley Park (Bush Pond)

	Quantity	Unit Price	Total	Recurring	Notes
Rectangular picnic table	1	\$1,300	\$1,300	N	8' Vinyl coated HD rectangular picnic table
ADA picnic table	1	\$1,500	\$1,500	N	8' Vinyl coated HD ADA rect. picnic table
Seasonal Port-a-John	1	\$62	\$558	Y	Contract price for P&R- Full Year cost
Picnic Pavilion	1	\$18,400	\$18,400	N	14x20 hip roof, Carefree Small Bldgs.
Concrete floor	1	\$5,300	\$5,300	N	16x22 poured floor
Protective bollards Mow/maintain	2	\$295.00	\$590.00	N	Protect front pavilion posts, plus install/ concrete
trash removal	1	\$41.67	\$500	Y	Annual cost
TOTAL Up-Start (Estimated)			\$28,148		
TOTAL ANNUAL MAINTENANCE (Estimated)			\$1,648		

The funding source to support the capital improvements would be paid from the Parks and Recreation Capital Account as noted above (Ordinance #200-009). Parks and Recreation would be including the Park’s improvement costs in their Fiscal Year 2023/2024 Capital Improvement Plan budget submittal.

The annual maintenance costs would be paid from the Parks and Recreation Operating Account.

Although the picnic pavilion and other improvements may not be completed right-a-way, the Park would be available for public access by Spring, 2023 for activities such as fishing, kayaking, or canoeing.

**Planning & Zoning Commission Meeting 11/10/2022 (See attached letter dated 11/13/2022)**

At the regular Planning and Zoning Commission meeting held on November 10, 2022, the Commission members voted unanimously to forward a FAVORABLE REPORT to the Town Council for their request for the Town to enter into a 99-year lease agreement for approximately .75-acres of a property 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 (Lantern Hill Valley Park) adding that the requested project is in keeping with the Ledyard POCD which states "Community facilities provide for the health, welfare and convenience of residents and add to the quality of life."

**Finance Director’s Recommendation:**

(type text here)

**Mayor Recommendation:**

I support his motion and thank the Graham’s for this opportunity. They are and continue to be excellent stewards of our lands and waterways. Also of note, the A-2 survey and Schedule A (legal description) cost was \$2,450. The land lease is being drafted by Counsel now.

**Meeting Action Detail:**

**Land Use/Planning/Public Works Committee Meeting 01/09/2023**

File #: [22032](#) Version: 2

Type: Contract-Lease

Title: MOTION to approve a proposed “*Lease Agreement between Robert and Mary Graham and the Town of Ledyard*” for the lease of approximately .75-acre +/- parcel on Bush Pond.

Moved: [Rodriguez](#) Seconded: [Marshall](#)

Action: Recommend to Approve

**Minute Note:**

Moved by Councilor Rodriguez, seconded by Councilor Marshall

Discussion: Mayor Allyn, III, provided some background stating that Mr. and Mrs. Graham purchased a piece of land on the twenty-three-acre 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 they authorized funding to conduct a land survey, draft a legal description of the three-quarter 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 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.

Councilor Rodriguez noted in response to Councilor Saums’ November 30, 2022 e-mail regarding the town’s cost to maintain the Busch Pond - Lantern Hill Valley Park that Mayor Allyn and Parks and Recreation Director Scott Johnson, Jr. presented cost estimates.

Councilor Paul questioned the amount of space for parking. Mayor Allyn stated the parking would be limited noting there would be space for about 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 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.

The LUPPW Committee noted the site was beautiful and that they appreciated Mr. and Mrs. Graham's generous offer to the town.

VOTE: 3 - 0 Approved and so declared.

Action: Recommend to Approve

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**Finance Committee Meeting 01/04/2023**

File #: [22032](#) Version: 2

Type: Contract-Lease

Title: MOTION to approve a proposed "*Lease Agreement between Robert and Mary Graham and the Town of Ledyard*" for the lease of approximately .75-acre +/- parcel on Bush Pond.

Moved: Ryan      Seconded: Ingalls

Action: Recommend to Approve

**Minute Note:**

Moved by Councilor Ryan, seconded by Councilor Ingalls

Discussion: Councilor Saums provided some background stating that Mr. and Mrs. Graham purchased a piece of land on the twenty-three-acre Bush Pond which was parallel to Long Pond. He explained that initially Mr. and Mrs. Graham wanted to give/gift about 550 linear feet of the pond frontage to the Town, which was the middle section of the pond. However, he stated Ledge Light Health District required a certain amount of reserve area for the remaining cottages on the parcel (one cottage on the south side and three cottages on the north side) that the property could not be divided to give a portion of the parcel to the Town. Therefore; he stated that Mr. and Mrs. Graham have decided to offer the Town an opportunity to enter into a 99-year Lease to provide a waterfront park for the Town.

Mayor Allyn, III, stated that 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 accessible. He stated at the Town Council's July 27, 2022 he was authorized to have a survey conducted and to draft a legal description of the three-quarter acre parcel. He also noted that the Town Attorney and the Graham's Attorney worked together to draft the proposed lease presented this evening. He thanked Mr. and Mrs. Graham for their generous offer, noting that it was an incredible gift to the town and he thanked them for attending tonight's meeting.

Mayor Allyn went on to note the terms of the proposed 99-year lease would allow the town to use the 0.8 +/- acre piece of the 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, and he stated that he worked with Parks & Recreation Director Scott Johnson, Jr. to provide some cost estimates this evening that would make the property ready for use by town residents and for the annual maintenance.

Parks and Recreation Director Scott Johnson, Jr. addressed the costs to make the property ready for use by town residents and for the annual maintenance. He noted that he expected to receive a cost estimate tomorrow for the grass cutting. He reviewed the cost estimates as follows:

Councilor Saums explained the reason these cost estimates were provided this evening was because the Finance Committee needed to ask what the long-term costs to the town would be by leasing the waterfront property. He stated there would be some one-time capital improvement costs estimated to cost \$28,148; and an annual maintenance cost of about \$1,648.

Councilor Ryan questioned the funding source to support the Lantern Hill Valley Park (Bush Pond). Director Mr. Johnson explained that Parks and Recreation would use funding from their Capital Account for the initial capital expenses such as the Picnic Pavilion, Concrete Floor, Picnic Tables, etc. He explained that under Ordinance #200-009 "*An Ordinance Providing For The Transfer of Certain Revenue From the Real Estate Conveyance Tax To Specific Town of Ledyard Funds*" a percentage of the conveyance tax that the town received was allocated the Parks and Recreation Capital Account to be used for park improvements and capital other expenses. He also noted that the Parks and Recreation had some boat docks that were previously used at the Highlands Lake which he thought could be installed at Bush Pond to be used for a boat launch, explaining that the Capital Account could be used for the ramps and pylons to secure the boat docks/launch. He stated the annual maintenance, such as mowing, trash pick-up and port-a-john would be paid from the Department's maintenance operating accounts.

Mr. Johnson noting that he was preparing his budget submittal for next year and he stated that he would be including the one-time start-up costs for Bush Pond in the Parks and Recreation's Fiscal Year 2023/2023 Capital Improvement Plan (CIP).

Councilor Rodriguez questioned when the waterfront park would be available for public use. Mayor Allyn replied stating that although they may not have the picnic pavilion and concrete floor poured, that the property could be ready for public use by Spring, 2023, noting that Mr. and Mrs. Graham have already done a tremendous amount of work on property.

Also discussed was installing some safety barriers along Lantern Hill Road to prevent vehicles from going off the road into the water.

The Finance Committee thanked Mr. and Mrs. Graham for their very generous offer to lease a portion of Bush Pond to the Town for \$10.00 per year for 99-years to be used for a waterfront park for residents to enjoy.

VOTE: 3- 0 Approved and so declared

**Action:** Recommend to Approve



**Land Use/Planning/Public Works Committee Meeting 12/5/2022**

File #: [22418](#) Version: 2

Type: Land Use

Title: MOTION to approve a proposed “*Lease Agreement between Robert and Mary Graham and the Town of Ledyard*” for the lease of approximately .75-acre +/- parcel on Bush Pond.

Action: No Action

**Minute Note:**

Chairman Dombrowski stated that no action would be taken on items # 3 & #4 this evening because the draft Lease has not come back from the Attorney. He stated they should have a draft Lease by the end of November.

**Land Use/Planning/Public Works Committee Meeting 11/07/2022**

File #: [22418](#) Version: 2

Type: Land Use

Title: MOTION to approve a proposed “*Lease Agreement between Robert and Mary Graham and the Town of Ledyard*” for the lease of approximately .75-acre +/- parcel on Bush Pond.

Action: No Action

**Minute Note:**

Chairman Dombrowski stated that no action would be taken on items # 3 & #4 this evening because the draft Lease has not come back from the Attorney. He stated they should have a draft Lease by the end of November.

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**Town Council Meeting 7/27/2022**

File #: [22418](#) Version: 1

Type: Land Use

Title: MOTION to authorize the Mayor to engage professional services to conduct a survey and draft a legal description of the .75-acre +/- parcel on Bush Pond in preparation to enter into a 99-year lease for \$1.00 with Robert and Betsy Graham.

In addition, appropriate up-to \$5,000 from Account # (Open Space Acquisition) to pay for the survey, the legal description and other administrative services associated to the proposed leasing of the parcel.

**Mover:** Saums      **Seconder:** Ryan**Action:**              Approved**Minute Note:**

Moved by Councilor Saums, seconded by Councilor Ryan

Discussion: Councilor Saums provided some background noting that Bob and Betsy Graham purchased a piece of land on the twenty-three-acre Bush Pond which was parallel to Long Pond. He stated Mr. and Mrs. Graham hired a demolition contractor to remove the decrepit cottages, which included the structures and all the subsurface infrastructure, foundations, etc., and the land has been returned to its original state. He went on to explain that Mr. and Mrs. Graham would like to give/gift about 550 linear feet of the pond frontage to the Town, which was the middle section of the pond. However, he explained because Ledge Light Health District required a certain amount of reserve area for the cesspools for the remaining cottages on the parcel (one cottage on the south side and three cottages on the north side) that the property could not be divided to give a portion of the parcel to the Town. Therefore, he stated that they were discussing a 99-year lease to provide a waterfront park for the Town. He because Mr. and Mrs. Graham have already taken on a lot of the expense, with the removal of the decrepit cottages as noted above, that there would be some expenses for the town that would involve surveying and drafting a legal description of the three-quarter acre parcel to attach to the Lease. He stated the leased property would be under the Administrative Control of the Parks & Recreation Department and would allow non-motorized activities such as fishing, picnicking, canoeing, and kayaking. Councilor Saums concluded by stating that this area of Bush Pond was previously inaccessible to the public because it was surrounded by private property owners. He concluded by stating that Mr. and Mrs. Graham's generosity was amazing

Mayor Allyn stated the Town would not be able to construct a building on the parcel, but they could put in a gazebo for picnicking, and the Graham's would allow the town to put a port-a-john on the property seasonally.

VOTE: 8- 0 Approved and so declared

Action: Approved

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**Finance Committee Meeting 7/20/2022****File #:**                      [22418](#) Version: 1**Type:**                      Financial Business Request (FBR)**Title:** MOTION to authorize the Mayor to engage professional services to conduct a survey and draft a legal description of the .75-acre +/- parcel on Bush Pond in preparation to enter into a 99-year lease for \$1.00 with Robert and Betsy Graham.

In addition, appropriate up-to \$5,000 from Account # (Open Space Acquisition) to pay for the survey, the legal description and other administrative services associated to the proposed leasing of the parcel.

**Mover:** Ingalls      **Seconder:** Ryan**Action:**                      Recommend to Approve

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**Minute Note:**

Moved by Councilor Ingalls, seconded by Councilor Ryan

Discussion: Mayor Allyn, III, stated Bob and Betsy Graham purchased a piece of land on the twenty-three-acre Bush Pond which was parallel to Long Pond. He provided an overview of the property as shown in Attachment *LHBA-Bush Pond Aerial* below and he noted the following:

- Two structures were condemned (south end of map).
- The third structure was a detached garage.
- The fourth structure located on the point was the only habitable cottage.
- The property also included two or three cottages further north on the parcel, which were in good condition, and would remain in place.

Mayor Allyn went on to state that Mr. and Mrs. Graham hired a demolition contractor to remove the decrepit cottages, which included the structures and all the subsurface infrastructure, foundations, etc., and the land has been returned to its original state.

Mayor Allyn continued to explain that Mr. and Mrs. Graham would like to give/gift about 550 linear feet of the pond frontage to the Town, which was the middle section of the pond. However, he explained because Ledge Light Health District required a certain amount of reserve area for the cesspools for the remaining cottages on the parcel (one cottage on the south side and three cottages on the north side) that the property could not be divided to give a portion of the parcel to the Town. Therefore, he stated that they were discussing a 99-year lease to provide a waterfront park for the Town. He stated because Mr. and Mrs. Graham have already taken on a lot of the expense, with the removal of the decrepit cottages as noted above, that there would be some expenses for the town that would involve surveying and drafting a legal description of the three-quarter acre parcel to attach to the Lease. He stated the Town could not construct a building on the parcel, but they could put in a gazebo for picnicking, and the Graham's would allow the town to put a port-a-john on the property seasonally.

Mayor Allyn, stated the use of this parcel was a great opportunity for the town, noting that it would be under the Administrative Control of the Parks & Recreation Department and would allow fishing, picnicking, canoeing and kayaking.

Councilor Ryan stated with the decrepit cottages being removed the property has increased in value. He questioned if the town does move forward with leasing the .75 acres on Bush Pond whether the property owners would be responsible to pay the taxes on the property.

Mayor Allyn stated because the use of the .75 acres of land would be "Open Space" that he did not know the value of the property at this time and that he would talk to the Tax Assessor. He stated the use of the Open Space Fund would be appropriate to pay for the survey, and legal description that would be associated to the land lease. He stated because Mr. and Mrs. Graham would still own the property that it would not come off the tax role and he noted that the Grahams were aware of this, and they were willing to pay the taxes on the property that the town would be leasing.

Mayor Allyn also noted that Lantern Hill Valley Association and area property owners have provided letters of support to offer the .75 acres of land on Bush Pond to the Town for public access. Councilor Saums noted that the Conservation Commission has also provided a letter of support dated June 21, 2022.

The Finance Committee noted that Mr. and Mrs. Graham's generosity was amazing.

VOTE: 3 - 0 Approved and so declared

Action: Recommend to Approve

**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 (99<sup>th</sup>) 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).

10. 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 1/6<sup>th</sup> 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 persons).

**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:**

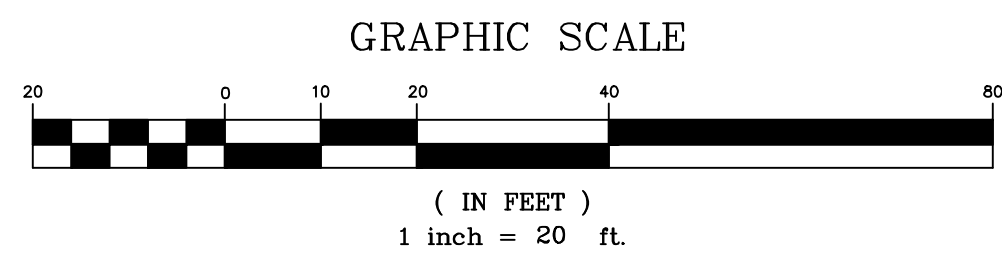
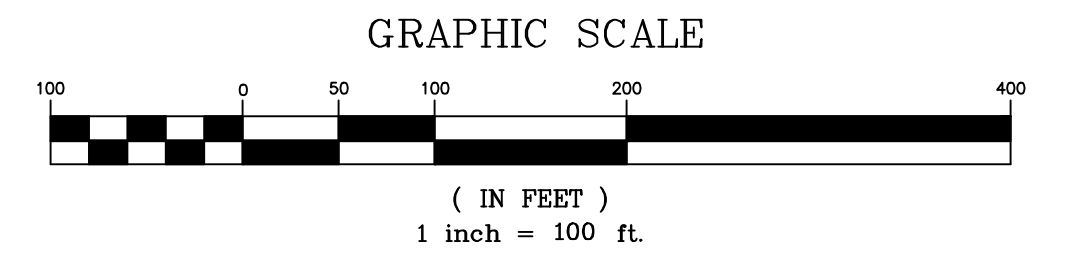
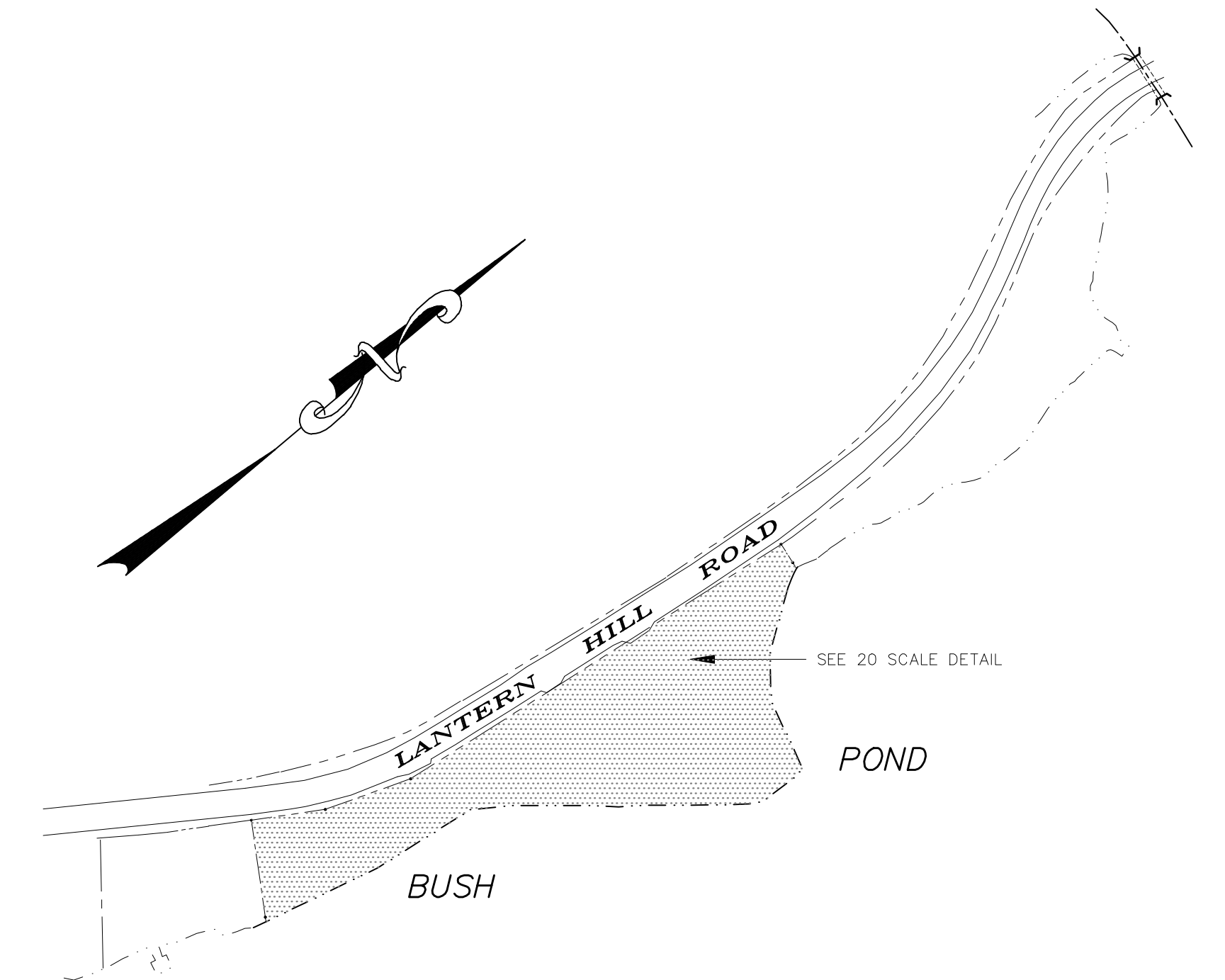
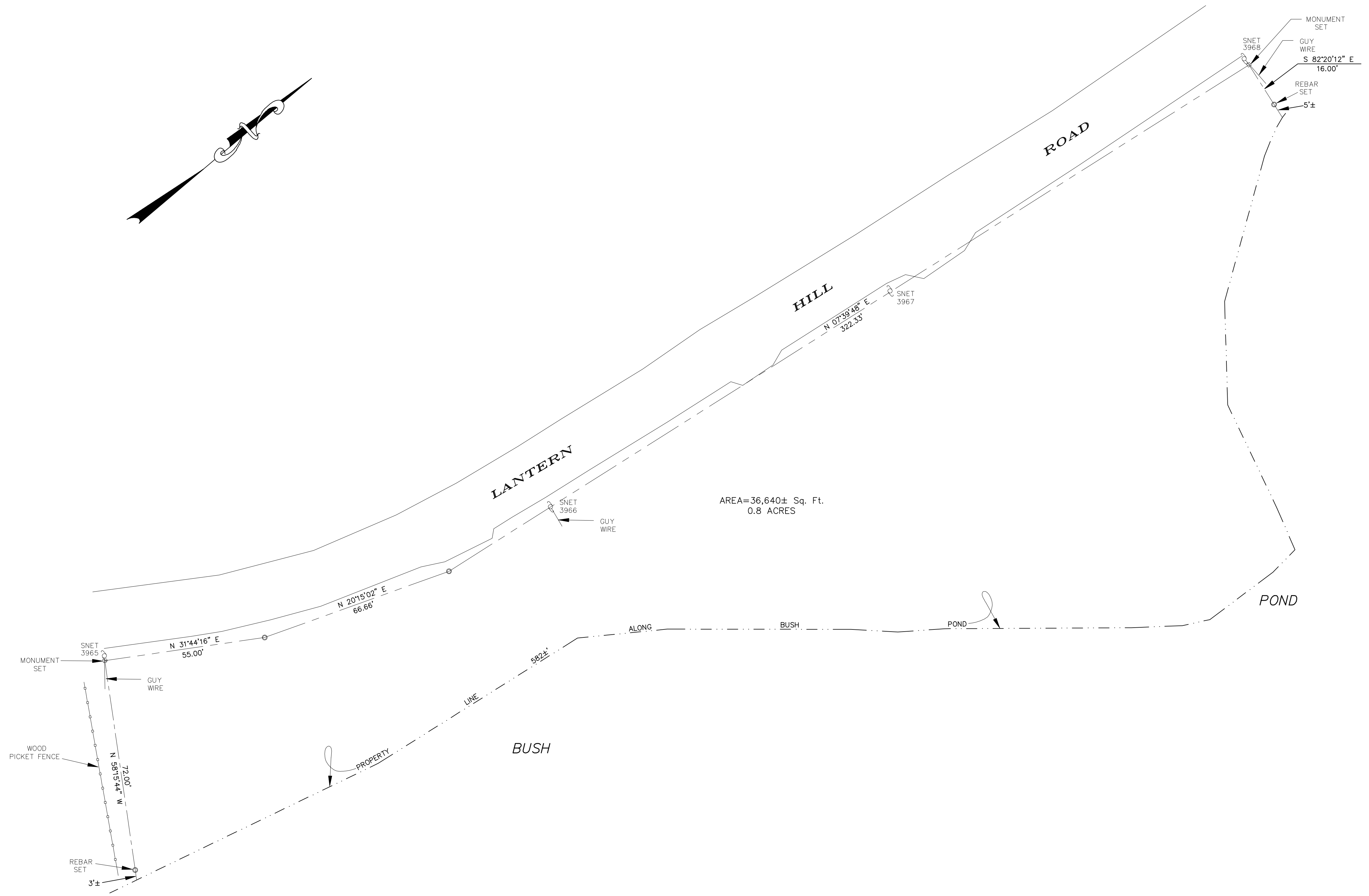
\_\_\_\_\_  
Robert G. Graham

\_\_\_\_\_  
Mary E. Graham

**TENANT:**

**THE TOWN OF LEDYARD**, a  
municipal corporation

By: \_\_\_\_\_  
Name: Fred B. Allyn III  
Title: Mayor

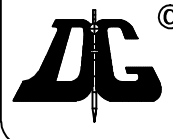


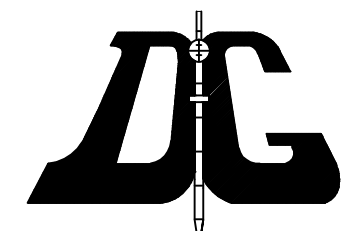
**LEGEND**

- STREET LINE
- PROPERTY LINE
- UTILITY POLE
- - - POND EDGE

NOTE: BOUNDARY LINES OF ADJOINING PROPERTIES ARE SHOWN FOR GENERAL INFORMATIONAL PURPOSES ONLY AND ARE NOT TO BE CONSTRUED AS BEING ACCURATELY LOCATED OR DEPICTED.

THE STONE WALLS AND/OR FENCES SHOWN AS BOUNDARIES MAY HAVE IRREGULARITIES OF COURSE BETWEEN PRINCIPAL POINTS OF COURSE INDICATED


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 JOB# 22-047.DWG FBK#317



**DIETER & GARDNER**  
 LAND SURVEYORS • PLANNERS  
 1641 ROUTE 12  
 P.O. BOX 335  
 GALES FERRY, CT. 06335  
 (860) 464-7455  
 EMAIL: DIETER.GARDNER@YAHOO.COM

PLAN SHOWING  
 PROPERTY OF  
**ROBERT G. & MARY E. GRAHAM**  
 TO BE LEASED TO  
**THE TOWN OF LEDYARD**  
**598-602 LANTERN HILL ROAD**  
**LEDYARD, CONNECTICUT**  
 SCALES AS SHOWN  
 AUGUST 2022

THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300b-1 THRU 20-300b-20 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES - MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT AS ENDORSED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. IT IS A SURVEY BASED ON A DEPENDENT RESURVEY CONFORMING TO HORIZONTAL ACCURACY CLASS A-2. TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

TITLE: LAND SURVEYOR CT No. 14208  
 DATE: AUGUST 29, 2022



## Lantern Hill Valley Park

Item	Quantity	Unit Price	Total	Recurring?	Notes
Rectangular picnic table	1	\$1,300	\$1,300	N	8' Vinyl coated HD rectangular picnic table
ADA picnic table	1	\$1,500	\$1,500	N	8' Vinyl coated HD ADA rect. picnic table
Seasonal Port-a-potty	1	\$62	558	Y	Contract price for P&R- Full Year cost
Picnic Pavillion	1	\$18,400	\$18,400	N	14x20 hip roof, Carefree Small Bldgs.
Concrete floor	1	\$5,300	\$5,300	N	16x22 poured floor
Protective bollards	2	\$295.00	\$590.00	N	Protect front pavillion posts, plus install/ concrete
Mow/maintain				Y	
trash removal	1	\$41.67	\$500	Y	Annual cost



## Roxanne Maher

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**From:** William Saums  
**Sent:** Wednesday, November 30, 2022 10:07 AM  
**To:** Roxanne Maher  
**Cc:** Andra Ingalls; Timothy Ryan  
**Subject:** Graham property

Hi Rox,

I was hunting yesterday and this morning, so apologies for the late reply.

No need to put the Graham property on the finance agenda and delay it any further, but I would like to submit a question from the finance committee to the LUPPW committee, and that is;

What are the estimated anticipated costs of owning the property in the long term?

I think we all agree its important to know this before we accept any asset, so the question applies in this case and its our responsibility to know.

I'm thinking some of the costs are:

- Purchasing or acquiring a small structure to accommodate picnics, etc. as I think is the plan
- Maintaining the structure
- Police patrols
- Mowing and grounds upkeep
- Signage
- Trash pickup (minor)?
- Anything else

Thank you,

-Bill Saums  
(O) 1-860-572-7181  
(M) 1-401-225-5362



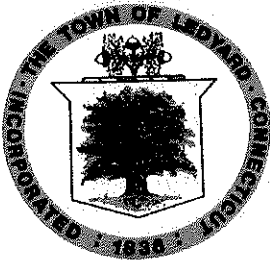












## TOWN OF LEDYARD

### Department of Land Use and Planning

*Juliet Hodge, Director*

741 Colonel Ledyard Highway, Ledyard, CT 06339

Telephone: (860) 464-3215

Email: [planner@ledyardct.org](mailto:planner@ledyardct.org)

November 12, 2022

Kevin Dombrowski, Chairman  
Ledyard Town Council  
741 Colonel Ledyard Highway  
Ledyard, CT 06339

**Re: CGS 8-24 Referral for the lease of approximately .75-acres of property owned by the Graham family, located on the east side of Lantern Hill Road for a roadside park**

At the regular Planning and Zoning Commission meeting held on November 10, 2022, the Commission members voted unanimously to forward a FAVORABLE REPORT to the Town Council for their request for the Town to enter into a 99-year lease agreement for approximately .75-acres of a property 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 (Lantern Hill Valley Park) adding that the requested project is in keeping with the Ledyard POCD which states "Community facilities provide for the health, welfare and convenience of residents and add to the quality of life."

Specifically, the proposal is consistent with the following POCD goals:

- *Preserve Open Space – Acquire, protect, conserve, and manage high value open space to protect and sustain habitats, natural resources, and recreation areas. Work cooperatively with private non-profit organizations and private land-owners to acquire high value open space parcels through purchase, gifts, easements, and other strategies.*
- *Promote Education and Recreation – Encourage creation of trails, passive recreation areas, and wildlife corridors so that the citizens of Ledyard may maintain active, healthy lifestyles, appreciate the community's natural resources, and strengthen community's image as a desirable place to live...*

The Planning and Zoning Commission continues to encourage and support open space preservation efforts to further these Town goals.

Sincerely,

Juliet Hodge, Director of Planning and Development (For the Commission)

C: Fred Allyn III, Mayor  
Roxanne Maher for Ledyard Town Council

June 21,2022

Dear Town Councilors,

At the Conservation Commission's June 14, 2020, meeting, members unanimously voted to support the concept of the town acquiring land at 600 Lantern Hill Road to be used as a public park, as proposed by fellow commission member Betsy Graham.

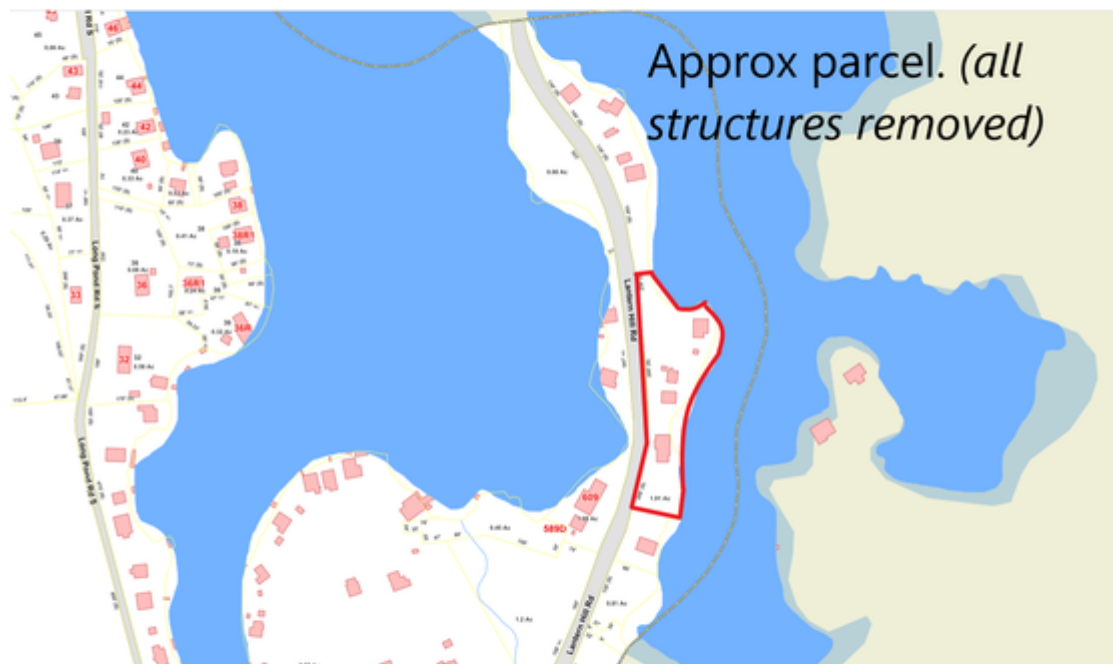
The land is owned by the Graham family and they wish to offer a portion of the property on the east side of Lantern Hill Road for a roadside park with parking and access to Bush Pond for small craft such as kayaks and canoes.

Thank you for your consideration and please do not hesitate to contact me if you have any questions.

Sincerely,

Mike Marelli

Chairman of the Conservation Commission





CT Gen Stat § 8-24 (2018)

No municipal agency or legislative body shall (1) locate, accept, abandon, widen, narrow or extend any street, bridge, parkway or other public way, (2) locate, relocate, substantially improve, acquire land for, abandon, sell or lease any airport, park, playground, school or other municipally owned property or public building, (3) locate or extend any public housing, development, redevelopment or urban renewal project, or (4) locate or extend public utilities and terminals for water, sewerage, light, power, transit and other purposes, until the proposal to take such action has been referred to the commission for a report. Notwithstanding the provisions of this section, a municipality may take final action approving an appropriation for any proposal prior to the approval of the proposal by the commission pursuant to this section. The failure of the commission to report within thirty-five days after the date of official submission of the proposal to it for a report shall be taken as approval of the proposal. In the case of the disapproval of the proposal by the commission the reasons therefor shall be recorded and transmitted to the legislative body of the municipality. A proposal disapproved by the commission shall be adopted by the municipality or, in the case of disapproval of a proposal by the commission subsequent to final action by a municipality approving an appropriation for the proposal and the method of financing of such appropriation, such final action shall be effective, only after the subsequent approval of the proposal by (A) a two-thirds vote of the town council where one exists, or a majority vote of those present and voting in an annual or special town meeting, or (B) a two-thirds vote of the representative town meeting or city council or the warden and burgesses, as the case may be. The provisions of this section shall not apply to maintenance or repair of existing property, buildings or public ways, including, but not limited to, resurfacing of roads.

CHAPTER 98\*  
MUNICIPAL POWERS

**Sec. 7-163e. Public hearing on the sale, lease or transfer of real property owned by a municipality.** (a)

The legislative body of a municipality, or in any municipality where the legislative body is a town meeting or representative town meeting, the board of selectmen, shall conduct a public hearing on the sale, lease or transfer of real property owned by the municipality prior to final approval of such sale, lease or transfer. Notice of the hearing shall be published in a newspaper having a general circulation in such municipality where the real property that is the subject of the hearing is located at least twice, at intervals of not less than two days, the first not more than fifteen days or less than ten days and the last not less than two days before the date set for the hearing. The municipality shall also post a sign conspicuously on the real property that is the subject of the public hearing.

(b) The provisions of subsection (a) of this section shall not apply to (1) sales of real property, except parkland, open space or playgrounds, if the fair market value of such property does not exceed ten thousand dollars, (2) renewals of leases where there is no change in use of the real property, and (3) the sale, lease or transfer of real property acquired by the municipality by foreclosure.

AN ORDINANCE  
PROVIDING FOR THE TRANSFER OF CERTAIN REVENUE FROM  
THE REAL ESTATE CONVEYANCE TAX TO  
SPECIFIC TOWN OF LEDYARD FUNDS

Be it ordained by the people of the Town of Ledyard, that Ordinance #101 entitled, “*Ordinance Providing for the Transfer of Revenue from the Real Estate Conveyance Tax to the Park and Recreation Capital and Non-Recurring Expense Fund*”, be amended and superseded (Ordinance #116) as follows:

Section 1. Allocation of Funds

Commencing on the effective date of this ordinance and continually thereafter, all revenue remitted to the town by the Town Clerk from the real estate conveyance tax shall be deposited to the following Town of Ledyard Funds in the specified percentages. A sum equal to forty percent (40%) of the money thus received shall be deposited to Fund 8, the Parks and Recreation Capital and Non Recurring Expense Fund; an additional forty percent (40%) of said money shall be deposited to Fund 6, Capital and Non Recurring Funds, to be used only for capital/infrastructure expenses; and the remaining twenty percent (20%) of said money shall be deposited to Fund 6, Capital and Non Recurring Funds, with an Acquisition of Open Space Allocation

Section 2. Recommendations in the Expenditure of Funds

Prior to bringing proposed expenditures to a Town Meeting, the Town Council shall seek the recommendations from appropriate Town agencies. In the case of expenditures from the Park and Recreation Capital and Non Recurring Expense Fund, the recommendation of the Mayor and the Parks and Recreation Commission shall be sought. In the case of expenditures for the Acquisition of Open Space Funds, the recommendations of the Mayor, the Planning and Zoning Commission, and the Conservation Commission shall be sought.

When the expenditure from any of the funds does not require a Town Meeting, the Town Council shall seek the Mayor’s recommendation prior to making an appropriation.

Section 3. Continuations of this Ordinance

Consistent with the dictates of Conn. Gen. Stat. Sec. 12-504, if the Federal government imposes a federal documentary stamp tax on real estate transfers at the same rate, or a higher rate than that imposed by Public Act 693 of the 1967 General Assembly (Conn. Gen. Stat. Sec. 12-494), this Ordinance shall cease to have any force and effect; but if such federal tax is imposed at a rate less than the imposed by said state statute, this Ordinance shall continue in effect.

Section 4. Severability.

If any section, or part of a section, of this Ordinance shall be held by a court of competent jurisdiction to be invalid, such holding shall not be deemed to invalidate the remaining provisions hereof.

Section 5. Effective Date

Adopted: February 13, 2008

Effective Date: March 7, 2008

Renumbered by the Ledyard Town Council on: September 25, 2019

\_\_\_\_\_  
Linda C. Davis Chairman

\_\_\_\_\_  
Fred B. Allyn, III, . Mayor

\_\_\_\_\_  
Patricia A. Riley, Town Clerk

\*\*\*\*\*  
Revisions: Ordinance #14 *“An Ordinance Providing for The Transfer of Certain Revenue from The Real Estate Conveyance Tax to Specific Town of Ledyard Funds”* Adopted: December 11, 1967; Effective: December 29, 1967; Ordinance #87 *“An Ordinance Providing for The Transfer of Certain Revenue from The Real Estate Conveyance Tax to Specific Town of Ledyard Funds”* Adopted May 14, 2003; Ordinance #101 *“An Ordinance Providing for The Transfer of Certain Revenue from The Real Estate Conveyance Tax to Specific Town of Ledyard Funds”* Adopted: April 12, 2006; Effective: May 11, 2006. Ordinance #116 *“An Ordinance Providing for The Transfer of Certain Revenue from The Real Estate Conveyance Tax to Specific Town of Ledyard Funds”* Adopted: February 13, 2008; Effective: March 7, 2008.

History:  
The Twenty-fourth Town Council (2017- 2019) Ordinance Update Initiative: Renumbered Ordinance #116 *“Ordinance Providing for the Transfer of Certain Revenue from Real Estate Conveyance Tax to Specific Town of Ledyard Funds”* to Ordinance #200-009.

1967: Ordinance #14 was adopted to provide an allocation from the real estate conveyance tax received to a Capital Non-Recurring Account (Fund 8) to provide funding for Parks and Recreation capital improvements to its parks and facilities.

2003: Ordinance #87 amended Ordinance #14 to change the appropriation of the real estate conveyance tax received to the Parks & Recreation Capital Non-Recurring Fund 8 as follows: *“Thereafter, the said Treasurer shall deposit directly to Fund 8, the Park and Recreation Capital and Non-Recurring Expense Fund, from the revenue remitted to the Town by the Town Clerk from the real estate conveyance tax , a sum equal to eleven one-hundredths of one percent (\$1.10 per \$1,000.00) of the consideration for the interest in real property conveyed. Any revenue in excess of eleven one-hundredths of the one percent (\$1.10 per \$1,000.00) of the consideration for interest in real property conveyed, received by the Town from the Town Clerk from any real estate conveyance tax, shall be deposited directly to Fund 6 Capital Non-Recurring Fund to be used only for capital/ infrastructure expenditures. Any revenue in excess of eleven one-hundredths of the one percent (\$1.10 per \$1,000.00) of the consideration for interest in real property conveyed, received by the Town from the Town Clerk from any real estate conveyance tax, shall be deposited directly to Fund 6 Capital Non-Recurring Fund to be used only for capital/ infrastructure expenditures.”*



2018: Section 1 “Allocation of Funds” adjusted allocation of funds to include a provision for open space as follows: *“Commencing on the effective date of this ordinance and continually thereafter, all revenue remitted to the town by the Town Clerk from the real estate conveyance tax shall be deposited to the following Town of Ledyard Funds in the specified percentages. A sum equal to forty percent (40%) of the money thus received shall be deposited to Fund 8, the Parks and Recreation Capital and Non Recurring Expense Fund; an additional forty percent (40%) of said money shall be deposited to Fund 6, Capital and Non Recurring Funds, to be used only for capital/infrastructure expenses; and the remaining twenty percent (20%) of said money shall be deposited to Fund 6, Capital and Non Recurring Funds, with an Acquisition of Open Space Allocation”*.

2019: Section 2. *“Recommendations in the Expenditure of Funds”* added *“and Zoning”*; Section 4 *“Severability”* was added to be consistent with town ordinances; Section 5 *“Effective Date”* was added to be consistent with town ordinances. No substantive changes were made to the ordinance.

## Roxanne Maher

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**From:** Roxanne Maher  
**Sent:** Monday, January 09, 2023 4:15 PM  
**To:** Town Council Group  
**Subject:** FW: Letter to Mayor Allyn and Town Council

*Roxanne M. Maher*



*Administrative Assistant to  
the Ledyard Town Council  
(860) 464-3203  
council@ledyardct.org*

**Town Hall Hours:**  
**Monday – Thursday 7:30 a.m. to 4:45 p.m.**  
**CLOSED FRIDAYS**

---

**From:** steve fagin <1stevfagin@gmail.com>  
**Sent:** Monday, January 09, 2023 3:44 PM  
**To:** Roxanne Maher <council@ledyardct.org>  
**Subject:** Letter to Mayor Allyn and Town Council

You don't often get email from [1stevfagin@gmail.com](mailto:1stevfagin@gmail.com). [Learn why this is important](#)

Hello, Roxanne -

We would be most appreciative if you could forward this email to Mayor Allyn and the Town Council. Thanks so much.  
Regards,  
Steve

Dear Mayor Allyn and Members of the Ledyard Town Council,

As longtime residents of the Long Pond neighborhood, we enthusiastically support plans to establish a park on Lantern Hill Road on property between Long Pond and Bush Pond.

Public access to this parcel would give more people the opportunity to appreciate a beautiful natural setting – a place to have a picnic, launch a kayak or canoe on Bush Pond, or simply sit on a bench and enjoy the view.

The recent demolition of dilapidated structures at 596, 598, and 602 Lantern Hill Road have left a wonderful open area of about half an acre that would be perfect for just such a haven.

We, along with many of our neighbors, are eager to work with the Parks & Recreation Department and any other town agencies to help see this project through. For a very modest local investment, this park will yield longtime benefits for all residents.

Thank you for your consideration.

Sincerely,

Lisa Brownell and Steve Fagin  
63R Long Pond Road South



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 22-505

**Agenda Date:** 1/25/2023

**Agenda #:** .4.

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AGENDA REQUEST  
GENERAL DISCUSSION ITEM

**Subject:**

Discuss Work Session Items as time permits.