



Chairman
Kevin J. Dombrowski

TOWN OF LEDYARD CONNECTICUT

741 Colonel Ledyard Highway
Ledyard, Connecticut 06339

Land Use/Planning/Public Works Committee

~ AGENDA ~

Special Meeting

Monday, September 19, 2022

6:00 PM

Annex Meeting Room- Town Hall
Annex Building - Hybrid Format

In -Person - Town Hall Annex Building

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

<https://us06web.zoom.us/j/87552126022?pwd=L3J5NGp6cFRSSVY3NkM2cDQ4VXlyQT09>

Or by Audio Only: Telephone: +1 646 558 8656; Meeting ID: 875 5212 6022; Passcode: 789855

- I. CALL TO ORDER
- II. ROLL CALL
- III. CITIZENS COMMENTS
- IV. PRESENTATIONS / INFORMATIONAL ITEMS
- V. APPROVAL OF MINUTES

MOTION to approve the Land Use/Planning/Public Works Committee Regular Meeting Minutes of August 1, 2022

Attachments: [LUPPW-MIN-2022-08-01.pdf](#)

VI. BUSINESS OF THE MEETING

1. Discussion regarding Mr. Moriarty's proposal dated July 13, 2022 regarding a Ledyard Garden.

Attachments: [Ledyard Garden-Moriarty-e-mail-2022-07-13.pdf](#)
[Ledyard Gardens-Moriarty Proposal-2022-07-13.pdf](#)
[Ledyard Gardens-Moriarty Resume-2022-07-13.pdf](#)
[Ledyard Garden - Moriarty Proposal Ltr-2022-08-02--Signed.docx](#)

2. Continued discussion and possible action to periodically review the list of town owned property; and update accordingly for the "Assignment of Administrative Control".

Attachments: [ADMIN CONTROL TOWN OWN LAND -Appendix B -2022-03-07.xlsx](#)

3. Continued discussion regarding the progress of enforcing regulations to address blight issues.

Attachments: [ORD-300-012-rev-1-Blight-Ordinance-and-Public-Nuisance-for-the-Town-of-Ledyard.pdf](#)

4. Potential future uses for the 101.80-acre Clark Farm property located at 1025 Colonel Ledyard Highway.

Attachments: [CLARK FARM LEASE- REV2021-03-24-FINAL APPROVED.doc](#)
[Clark Farm Site Map-2018 Lease.pdf](#)
[Land Recordi- Transfer Indaiantown Park 2007-09-04.pdf](#)
[Land Recordi- Transfer Clark Farm-2007-09-04.pdf](#)
[Clark Farm-Indiantown Park Landswap-Town Council Minutes2007-03-14.pdf](#)
[Clark Farm-Indiantown Park Landswap-Attorney Ltr-2007-05-11.pdf](#)
[Clark Farm-Indiantown Park Landswap-Frequently Asked Questions Attorney Ltr-2007-05-14.pdf](#)
[Clark Farm-Indiantown Park Landswap-Agreement-2007-03-28.pdf](#)

5. Status update regarding security and safety concerns regarding Park on East Drive
6. Continued discussion regarding Public Act #21-29 “An Act Concerning The Zoning Enabling Act, Accessory Apartments, Training For Certain Land Use Officials, Municipal Affordable Housing Plans And A Commission On Connecticut’s Development And Future”.

Attachments: [PUBLIC ACT 21-09- ACCESSORY APARTMENTS .pdf](#)

IV ADJOURNMENT

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



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 22-398

Agenda Date: 9/13/2022

Agenda #:

MINUTES

Minutes:

MOTION to approve the Land Use/Planning/Public Works Committee Regular Meeting Minutes of August 1, 2022



TOWN OF LEDYARD
CONNECTICUT
TOWN COUNCIL
HYBRID FORMAT

741 Colonel Ledyard Highway
 Ledyard, CT 06339

860 464-3203
 Roxanne Maher

Chairman Kevin J. Dombrowski

MINUTES
LAND USE/PLANNING/PUBLIC WORKS COMMITTEE –
REGULAR MEETING

Monday, August 1, 2022

6:00 PM

Town Hall Annex Building

- I. **CALL TO ORDER** – The meeting was called to order by Councilor Paul at 6:01 p.m. at the Town Hall Annex Building Meeting Room.

Councilor Paul welcomed all to the Hybrid Meeting. He stated for the Town Council Land Use/Planning/Public Works Committee and members of the Public who were participating via video conference that remote meeting information was available on the Agenda that was posted on the Town’s Website – Granicus-Legistar Meeting Portal.

- II. **ROLL CALL** –

Attendee Name	Title	Status	Location	Arrived	Departed
Gary Paul	Committee Chairman	Present	In-Person	6:00 pm	6:46 pm
John Marshall	Town Councilor	Present	In-Person	6:00 pm	6:46 pm
S. Naomi Rodriguez	Town Councilor	Present	In-Person	6:00 pm	6:46 pm
Kevin Dombrowski	Chairman	Present	In-Person	6:00 pm	6:46 pm
Juliet Hodge	Land Use Director	Present	Remote	6:00 pm	6:46 pm
Michael Marelli	Resident	Present	In-Person	6:00 pm	6:46 pm
Jennifer Day	Resident	Present	In-Person	6:00 pm	6:46 pm
Betsy Graham	Resident	Present	Remote	6:00 pm	6:46 pm
Roxanne Maher	Administrative Assistant	Present	Remote	6:00 pm	6:46 pm

- III. **CITIZENS' PETITIONS**

Mr. Michael Marelli, 4 Lee Brook Drive, Ledyard, stated he serves as the Conservation Commission Chairman and was also a member of the Agricultural Commission. However, he stated he was present this evening as a private resident to support New Business Item #2 on tonight’s agenda regarding Mr. Sean Moriarty’s Ledyard Garden” proposal. He addressed the importance to encourage farming in our community.

Ms. Jennifer Day, 572 Lantern Hill Road, Ledyard, stated she was present this evening to answer any questions the Land Use/Planning/Public Works Committee may have regarding New Business Item #1 concerning the commercial activity at 576 Lantern Hill Road. She noted that since she presented her concerns to the Town Council at their June 22, 2022

meeting about the commercial business that was operating at the residential location, that she has sent additional photographs of the on-going daily commercial activity. She stated the property owner needed to be held responsible for his actions, noting that he was not following the Court Ordered Stipulated Agreement. She asked that the Town's Land Use Attorney take this matter back to court.

Ms. Betsy Graham, 72 A Long Pond Road, Ledyard, stated that she seconded Mr. Marelli's comments regarding Mr. Moriarty's proposed "Ledyard Garden". She went on to address the ongoing commercial business activity at 576 Lantern Hill Road relative to the Court Ordered Stipulated Agreement. She stated it would behoove the Town to take the property owner back to court. She also suggested the Town request the court to allow photographs to be entered as evidence regarding the case.

IV. PRESENTATIONS – None.

V. INFORMATIONAL ITEMS – None.

VI. REVIEW AND APPROVAL OF PRIOR MEETING MINUTES

MOTION to approve the Regular Meeting Minutes of June 6, 2022

Moved by Councilor Rodriguez, seconded by Councilor Marshall

VOTE: 3 - 0 Approved and so declared

VII. OLD BUSINESS

1. Residents concern pertaining to parking of commercial vehicles in residential areas.

Councilor Paul noted in response to some resident's concerns regarding safety pertaining to a large commercial tow truck/flatbed that was parked on a residential street the LUPPW Committee' began discussing the appropriate mechanism to address the issue at their May 2, 2022 meeting. He stated Land Use Director Juliet Hodge drafted a proposed Ordinance that the LUPPW Committee reviewed at the June 6, 2022 and that some additional editorials were made, as presented in the draft dated June 8, 2022 for review and discussion this evening as noted below.

DRAFT: 6/8/2022

Ordinance #600-XXX

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

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

Section I: Purpose

To regulate parking of commercial vehicles on public streets/roads in residential zones and/or in front of residentially used properties.

Section 2: Regulations

- A. 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 and 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.
- B. 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 3: Violation

Whenever any motor vehicle is found to be parked in violation of Section 2 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.

First Offense: \$90 (Infraction)

Subsequent Offense: \$200 (Violation)

Section 4: Payment of Fine

Payment of the fine(s) associated with the issue of any Ticket shall be in accordance with current Connecticut State Statutes.

Section 5: 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 6: Effective Date

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

Adopted by the Ledyard Town Council on: _____

Kevin J. Dombrowski, Chairman

Approved/Disapproved on: _____

Fred B. Allyn, III, Mayor

Published on: _____

Patricia A. Riley, Town Clerk

Effective Date: _____

made some additional adjustments to the language in the proposed

- MOTION to recommend the Town Council adopt a proposed “*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 June 8, 2022.
Moved by Councilor Paul, seconded by Councilor Marshall
Discussion: The LUPPW Committee discussed the proposed Ordinance (see above) and questioned the following:
 - Process to move the Ordinance forward to the Town Council. It was noted that the Ordinance would move on the Administration Committee for their review before being presented to the Town Council.
 - Would the Finance Committee also need to be involved with the review process? It was noted that because the fines were set in the Ordinance and that the *Payment of the fine(s) associated with the issue of any Ticket would be in accordance with current Connecticut State Statutes (7-148*)* that it was not necessary for the proposed Ordinance to be forwarded to the Finance Committee.
- VOTE: 3 – 0 Approved and so declared.

RESULT: 3 – 0 RECOMMEND TO APPROVE
MOVER: Gary Paul, Town Councilor
SECONDER: John Marshall, Town Councilor
AYES: Gary Paul, John Marshall, Naomi Rodriguez

2. No Action on the Town-owned property; and update accordingly for the “*Assignment of Administrative Control of Town-Owned and Town-Leased Property*”.

RESULT: NO ACTION **Next Meeting: 09/13/2022 5:30 p.m.**

3. No Update regarding enforcement of regulations to address blight issues

RESULT: DISCUSSED **Next Meeting: 09/13/2022 5:30 p.m.**

4. Potential future uses for the 101.80-acre Clark Farm property located at 1025 Colonel Ledyard Highway.

Councilor Rodriguez noted New Business Item #2 on tonight's agenda regarding Mr. Sean Moriarty's "Ledyard Garden" proposal. She questioned whether there were any restrictions on the Clark Farm that would require the property to revert back to its original owners if the town were to sell a portion of the property.

Chairman Dombrowski provided some background explaining on September 4, 2007 the Town and the Mashantucket Pequot Tribal Nation signed documents for a land swap regarding the following properties for the consideration of \$1.00:

- Town gave the MPTN Indiantown Park (119 Indiantown Road)
- MPTN gave the Town the Clark Farm(1025 Colonel Ledyard Highway)

Chairman Dombrowski stated the townspeople approved the land swap on May 22, 2007 via the voting machines. He stated currently the Town was leasing a portion of the Clark Farm to Mr. Walter Majcher to grow hay. He stated that he was not aware of any such land restrictions that Councilor Rodriguez was asking about.

RESULT: NO ACTION	Next Meeting: 09/13/2022 5:30 p.m.
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5. Security and safety concerns regarding Park on East Street.

Councilor Paul noted the Community Relations cancelled their July 20, 2022 Regular Meeting and held an Informal Conversation with residents at the Park on East Drive. He stated about 15 residents attended the event along with many Town Councilors and Parks & Recreation Director Scott Johnson, Jr. He stated the idea was to discuss important issues regarding safety concerns at the Park. He noted at times the conversation was a bit contentious, but overall, it turned out to be a positive event, noting that they discussed a number of good ideas to bring back to their respective committees and the neighbors were encouraged to continue to talk to each other and to become more involved in the process as well. He stated although the progress has been slow that they have made some headway with the installation of additional lighting and brush removal. He stated they learned a lot about the Park and a lot about each other.

Councilor Rodriguez stated that she agreed that the Informal Conversation with residents at the Park on East Drive on July 20, 2022 was a little heated at times. However, she stated that they were moving in the right direction. She also noted that Parks & Recreation Director Scott Johnson, Jr. stated the Parks & Recreation Commission would hold their September 20, 2022 meeting at the Park on East Drive.

RESULT: CONTINUED	Next Meeting: 09/13/2022 5:30 p.m.
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6. Public Act #21-29 “*An Act Concerning The Zoning Enabling Act, Accessory Apartments, Training For Certain Land Use Officials, Municipal Affordable Housing Plans And A Commission On Connecticut’s Development And Future*”.

Chairman Dombrowski stated at their July 28, 2022 meeting the Planning & Zoning Commission approved Application PZ#22-7RA regarding comprehensive revisions to all sections of the Zoning Regulations, which also included proposed Regulations for Accessory Dwelling Units (ADU). He explained the next step in the process was for the Planning & Zoning Commission to vote to forward a recommend to the Legislative Body (Town Council) to Opt-Out of State’s “*Act Concerning The Zoning Enabling Act, Accessory Apartments, Training For Certain Land Use Officials, Municipal Affordable Housing Plans And A Commission On Connecticut’s Development And Future*”.

The LUPPW Committee noted by Ledyard having their own Accessory Dwelling Unit Regulations (ADU) that the Town would have more flexibility going forward and would not be locked into the State’s Accessory Dwelling Unit (ADU) Regulations.

Chairman Dombrowski stated that he would expect the Planning & Zoning Commission’s recommendation to *Opt-Out of Public Act #21-29* to come before the LUPPW Committee at their September 13, 2022 meeting. He stated to *Opt-Out of the Public Act #21-29 ADU* that it would require a two-thirds vote of the Town Council.

RESULT: CONTINUED

Next Meeting: 09/13/2022 5:30 p.m.

7. Any other Old Business proper to come before the Committee – None.

VIII. NEW BUSINESS

1. Commercial activity at 576 Lantern Hill Road, relative to the Court’s Stipulated Agreement to determine whether the matter was a Zoning issue or a Town legal matter.

Councilor Paul stated Ms. Day attended the Town Council’s June 22, 2022 meeting and provided the background regarding the court ordered Stipulated Agreement pertaining to the commercial activity at 576 Lantern Hill Road which has been on-going since the time the property changed hands in 2013.

The LUPPW Committee noted that the Town has taken the property owner to court several times and has won their case each time resulting in the Stipulated Agreement. Changes to the Stipulated could not be made without going back to the court.

Chairman Dombrowski stated the Planning & Zoning Commission went into executive session at their July 28, 2022 meeting to review the 576 Lantern Hill Road matter. He stated because this was a zoning matter that in accordance with state statute the Town Council had no authority.

The LUPPW Committee agreed by consensus that the 576 Lantern Hill Road matter was a Zoning Issue; and therefore, the Town Council had no authority to take any action regarding this land use matter.

RESULT: DISCUSSED

COMPLETED

2. Mr. Moriarty's proposal dated July 13, 2022 regarding a Ledyard Garden.

Councilor Rodriguez stated that she read Mr. Moriarty's entire proposal for a "*Ledyard Garden*" and that she liked his idea. However, she expressed concern regarding Mr. Moriarty's proposed location of the Garden at the Nathan Lester House. She stated the area where Mr. Moriarty would like to put the Garden was in the overflow parking lot, which was frequently used during events such as the Holiday Caroling and the July 4th Celebration. She suggested Mr. Moriarty talk with the Historic District Commission and the Agriculture Commission about his proposal.

Councilor Marshall expressed concern about Mr. Moriarty using the Nathan Lester House property for a Garden and then charging the public for the produce he would be growing on the town-owned property. He stated he did not think that this was an appropriate use of the town-owned historic property.

Chairman Dombrowski stated he was intrigued by Mr. Moriarty's Garden proposal; however, he did not believe the Nathan Lester House was going to be a good location for the Garden for a number of reasons, which included Councilor Rodriguez's concern regarding the loss of the overflow parking lot area. He stated that he also had concerns regarding the following:

- Building a Greenhouse on the Nathan Lester House property.
- Building a Storage Shed.
- Using the Nathan Lester House Barn.
- Cost of electricity and water.

Chairman Dombrowski stated in 2017 the Arc of Eastern Connecticut approached the Town to lease property for a Community Supported Agricultural (CSA) program that would involve a Farm Stand. He stated the LUPPW Committee discussed several properties with Arc and he noted that most town-owned open space parcels, including the Clark Farm, were not suitable for the CSA because they did not have water or electricity. However, he stated during the exercise they identified a 1.50-acre parcel on Village Drive that could support such an initiative. He explained when Village Drive was first constructed they had a community well to support the homes in the neighborhood. However, he stated when public water came through the area the residents connected to the water line and the community well was abandoned. Therefore, he stated Mr. Moriarty may want to consider leasing the Village Drive parcel for his proposed "*Ledyard Garden*".

Chairman Dombrowski continued by addressing the process to lease town-owned land, noting that the Planning & Zoning Commission would be required to conduct an 8-24 Review to determine whether it was a suitable use of the property and in accordance with CGS 163(e) the Town Council would be required to hold a Public Hearing.

Councilor Paul stated he found Mr. Moriarty's "*Ledyard Garden*" proposal interesting and that his resume' and farming background was impressive.

The LUPPW Committee agreed to send Mr. Moriarty a letter to invite him to their September 13, 2022 special meeting to explain the process to become involved in a venture with the town and to discuss his interest in perhaps considering a different location for his proposed "*Ledyard Garden*".

RESULT: CONTINUED

Next Meeting: 09/13/2022 5:30 p.m.

3. Business proper to come before the Committee – None.

IX. ADJOURNMENT-

Councilor Rodriguez moved the meeting be adjourned, seconded by Councilor Marshall

VOTE: 3 - 0 Approved and so declared, the meeting was adjourned at 6:46 p.m.

Respectfully submitted,

Gary Paul
Committee Chairman
Land Use/Planning/Public Works Committee



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 22-151

Agenda Date: 9/13/2022

Agenda #: 1.

AGENDA REQUEST
GENERAL DISCUSSION ITEM

Subject:

Discussion regarding Mr. Moriarty's proposal dated July 13, 2022 regarding a Ledyard Garden.

Background:

Mr. Moriarty submitted a proposal to start and operate an organic no-till vegetable garden in a portion of the cleared green that lies to the south of the Nathan Lester House.(see attached)

Department Comment/Recommendation:

(type text here)

LUPPW Cmt Meeting 8/1/2022

File #: [22151 <https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5741905&GUID=2ABD3A73-2ADB-4229-A39C-6113F3409910>](https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5741905&GUID=2ABD3A73-2ADB-4229-A39C-6113F3409910) Version: 1

Type: General Discussion

Title: Discussion regarding Mr. Moriarty's proposal dated July 13, 2022 regarding a Ledyard Garden.

Minutes Note:

Councilor Rodriguez stated that she read Mr. Moriarty's entire proposal for a "Ledyard Garden" and that she liked his idea. However, she expressed concern regarding Mr. Moriarty's proposed location of the Garden at the Nathan Lester House. She stated the area where Mr. Moriarty would like to put the Garden was in the overflow parking lot, which was frequently used during events such as the Holiday Caroling and the July 4th Celebration. She suggested Mr. Moriarty talk with the Historic District Commission and the Agriculture Commission about his proposal.

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Chairman Dombrowski stated he was intrigued by Mr. Moriarty's Garden proposal; however, he did not believe the Nathan Lester House was going to be a good location for the Garden for a number of reasons, which included Councilor Rodriguez's concern regarding the loss of the overflow parking lot area. He stated

that he also had concerns regarding the following:

- Building a Greenhouse on the Nathan Lester House property.
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Chairman Dombrowski continued by addressing the process to lease town-owned land, noting that the Planning & Zoning Commission would be required to conduct an 8-24 Review to determine whether it was a suitable use of the property and in accordance with CGS 163(e) the Town Council would be required to hold a Public Hearing.

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The LUPPW Committee agreed to send Mr. Moriarty a letter to invite him to their September 13, 2022 special meeting to explain the process to become involved in a venture with the town and to discuss his interest in perhaps considering a different location for his proposed “*Ledyard Garden*”.

Action: Continue

Roxanne Maher

From: Kevin J. Dombrowski
Sent: Sunday, July 17, 2022 2:03 PM
To: Sean M
Cc: Roxanne Maher
Subject: Re: The Ledyard Gardens

Sean,
Thanks you for your interesting idea, I will forward to the Council Land Use Committe for further consideration. I apologize for my late response, have had a hectic week at work.

Thanks
Kevin Dombrowski
Chair
Ledyard Town Council

From: Sean M <seanthomasmoriarty@gmail.com>
Sent: Wednesday, July 13, 2022 8:19 PM
To: Kevin J. Dombrowski <KJDom@ledyardct.org>
Subject: The Ledyard Gardens

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

Hello,

For the health, well-being and security of Ledyard and its residents, I ask that you please read my attached proposal for starting a production garden in the heart of our town.

The Ledyard Gardens, as I'd like it to be called, would be an important step toward securing local, sustainable food in these unnerving times.

I'm a son of Ledyard with real farm experience. I'd like to put that to work for the town that raised me. I make my proposal with Ledyard's best interest at heart. I hope you can envision what I see in the pages attached.

I understand this may be unprecedented - so are the challenges we are all facing. The larger food system, on which we are entirely dependent, is not built to last. It is unsustainable. It's going to be a tremendous amount of work, but I'd like to bring the right way home.

Let's begin that conversation.

- Sean Moriarty

Please feel free to share this proposal with anyone. I've sent this email to the following people:

Fred Allyn, Kristen Chapman, Kevin Dombrowski, Andra Ingalls, Whit Irwin, John Marshall, Mary K. McGrattan, Gary Paul, Naomi Rodriguez, Timothy Ryan, William D. Saums, Juliet Hodge, John Herring, Thomas Weber, Nancy Woodlock, Katrina Aligata

THE
LEDYARD GARDENS

Food Production
in Ledyard for Ledyard

Proposal
By Sean Moriarty

I would like to start and operate an organic no-till vegetable garden in a portion of the cleared green that lies to the south of the Nathan Lester House.

My reasons are simple.

- Most of the produce available to Ledyard residents is grown hundreds to thousands of miles away. This isn't fresh, healthy or sustainable.
- We can't wait for another disruption to empty the store shelves; this would be a step toward self-reliance.
- Small farms and gardens can be ethically managed, growing delicious produce. No gas or diesel engines required on the scale I'm proposing.
- I'd like to bring healthy growing practices to Ledyard's doorstep. Open to the public, i.e. - this is how real food grows.
- I believe towns should be encouraging local growers. Land is a tough access for young farmers, but there's no future without food.
- Local food creates local pride.
- The Ledyard Oak and Nathan Lester House would be a much greater attraction if it was home to a working market garden, open to the public view.
- A weekend farm stand would be accessible, communal, and a healthy boost to the site's appeal. Go for a trail walk, go home with fresh veggies.
- A town encouraged garden would send a message to all residents and neighboring towns alike, Ledyard cares about the health of its community.
- There are concerning problems with our larger food system. This might only be a small step forward, but it's a first step.
- The Ledyard Gardens can grow too. My vision is to help establish a network of small production gardens scattered across our town. Increase the diversity, refine the best growing practices and build something that works for Ledyard and its people.

What would The Ledyard Gardens look like?

I just mentioned in the last bullet point that I envision multiple gardens spread throughout Ledyard, connecting across our community and partnering with other branches of the town like the Ledyard Food Pantry, LHS Agri-Science, Parks and Rec, ... but I'll expand on that later on.

If it starts, it begins as one garden. To me, that choice should be the Nathan Lester House green. As a true farmhouse and historical site, the Lester House gives Ledyard residents a glimpse into our own history. There's even a farm tool museum onsite. But there's nothing growing, yet.

I propose to establish and manage an organic no-till garden, approximately 75' x 110' on the south-most edge of the Lester House Green.



This would be out of the way for most visitors. The picnic tables and shade trees sit much closer to the Lester house and trail entrances.

For the 75' x 110' proposed plot, I could establish 50, 50ft long growing beds. Beds will be 24" wide with an 8" walking path on both sides. This garden will be tended by hand, no machinery, pollution or disrupting noise. It will be a permanent bed, no-till style garden.

What is a no-till garden?

Tilling is the agitation of soil to control its texture or tilth. It's an intensive practice that cuts into the earth at set depths, slicing it hundreds of times per minute to incorporate air and organic matter, leaving behind a fluffy seed bed. While it does make planting easier, it's essentially an attack on soil. Tilling mixes and aerates every particle of the ground hit, destroying its natural structure and burning off surface moisture necessary for earthworms and the smaller microbial life. It releases carbon stored in the soil, allowing it to return to the air as CO₂ - a greenhouse gas. It also reduces the soils ability to absorb and retain moisture. The more you till, the less your soil acts like soil.

"No-till" is common branding for better growing methods on farms and gardens. Small homesteads and even monocrop soybean farmers can practice no-till. There are big differences, but what it means is a pledge not to disrupt your soil more than is necessary.

Soil is home to life; earthworms, fungi, and trillions of microorganisms that all need a sheltered environment to carry on. There are microorganisms that have symbiotic relationships with plant roots, giving moisture, nutrients and minerals in exchange for the plant's excess carbon. If you can protect and nurture the life in your soil, your plants will thrive.

If you don't protect and nurture the life in your soil, it turns into dirt. It loses the life it once held and it becomes little more than a sterile medium for roots to inhabit, requiring frequent inputs of nutrients and water to keep the plants growing. If you don't keep up with either, your

crops suffer. This is what happened in the Dust Bowl of America. Farmers were overzealous with mechanical cultivation, plowing up millions of acres, and when the rain became irregular, their topsoil – their way of life – literally blew away.

Protecting our own lives means learning to protect our soils.

Ray Archuleta, a retired soil scientist with the NRCS (National Resources Conservation Service) has shared his simple principles of good soil health. They are – limit disturbance, cover the soil, increase diversity, and keep a live root growing. All of these practices come under different names farmers use to label themselves – No-till, regenerative, back to Eden, carbon farming, forest gardening. All of this is after the same goal, refine and practice the healthiest and most ethical way to grow food. That is my mission.

How would I manage the Ledyard Gardens?

I would establish “permanent beds.” A permanent bed in farming is one that whence established is not plowed under in-between cash crops or at the end and beginning of every season. You stake out the bed lines, in this case 24” wide with 8” pathway aisles, and after you’ve “made the bed” you don’t ever step on it or plow it in. The idea is to create a haven for soil life to flourish, so after your initial bed making, you don’t want to seriously disturb it again.

Ledyard is in the USDA Plant Hardiness Zone 6B. Our growing season is about 9 months long, with the first plants started in the greenhouse in March and cold hardy plants being harvested into November.

My plan is to break down bed planning and crop rotations by the season, because they have to be paired with cover cropping schedules.

A cover crop is when you plant seeds that aren’t intended for a payoff harvest. Cover cropping recycles nutrients and adds a great amount of biomass (worm food) to the surface when cut down and left as a mulch. Cover cropping is essential to good soil health, and it checks 3 of our 4 target principles. It covers the soil (ground cover can be

living or dead), adds diversity to our growing space, and ensures there's always a live root growing in our beds, even when a cash crop is not.

There are four classes to cover crops: broadleaves (good for shading), brassicas (roots grow wide and deep, loosening soil), legumes (which add nitrogen), and grasses (which make a fine straw mulch).

Cover crops are incredibly important to keep the vital nutrients plants require in the topsoil zone. They collect and maintain what would otherwise be lost to leaching – soluble salts and minerals washed away from the topsoil.

Of the 25 or more different vegetables I plan to grow in The Ledyard Gardens, they will all fall into one of the three growing seasons: spring, summer or autumn. It's important for me to distinctly separate them to work within my cover cropping system. That system is designed to give each bed 1 rest season for every season it produces a harvestable crop. It works in rotation:

- Spring beds become Autumn beds this year
- Autumn beds become Summer beds next year
- Summer beds become Spring beds next year

This rotation means:

After a Spring bed is harvested, it's put into "nutrient recycling mode" with summer-shading, broadleaf cover crops (Buckwheat, Sunflower, Pearl Millet), until that bed will be planted with an Autumn cash crop.

After an Autumn bed is harvested, or even by late September, cold-hardy winter cover crops are overseeded (Winter Rye, Crimson Clover, Hairy Vetch, Alfalfa, Winter Wheat). They germinate before frost, survive the winter, and continue to grow in spring. They are let to grow until May when they're cut down, to be used as a thick straw mulch in the hottest months for summer crops.

After a Summer bed is harvested, it's seeded with winter-killing cover crops (Oilseed Radish, Buckwheat, Forage Turnips, Spring Oats). These continue to grow until frost kills them off and they cover the soil through the winter. By spring the cover crop has decomposed, and the bed is primed for planting. This works out well because plants need more sunlight warming the soil in the cold days of early spring, before they grow and begin to shade out the surface themselves.

In each season, a cover crop must be grown and killed back before cash crops are planted into the bed. In each season, cover crops help to recycle (and even add) nutrients into the topsoil. Managing cover crops is vital in managing a productive, healthy garden.

Explain the steps in going from grass to garden

A no-till garden means minimum disruption after beds are established, but you first have to get rid of the perennial grass. Normally, this is where farmers turn to the plow, disc harrow, or rototiller, but this is where I turn to the broadfork (below, left) and chop hoe (below, right). We only need to cut the surface roots of the grass to kill it; we don't need to overturn every inch of topsoil.



First step is to broadfork exactly where the permanent beds will be. This lifts the soil without mixing it. Second step is to come through with a heavy-duty chopping hoe, slicing through the surface. It cuts grass roots without mixing up much soil beneath and it leaves the grass to dry and die on the surface.

To smother grass on the aisles, I would lay down thick biodegradable construction paper, 8” wide and then rake the dead grass onto the paper. The aisles will not be seeded to cover crop, but they will get regular coverings. Excess cover crop material, surrounding grass cuttings, or leafy plant residues after a harvest will be raked into the aisles. This helps alleviate compaction, covers the soil and retains moisture, and adds an additional supply of decomposing organic matter that will nourish the soil below for the next crop growing.

This process will be the same for starting all beds – spring, summer and autumn. When the beds are made and put into the cycle of production there will be a continuous rotation of cash crop and cover crop that takes over, keeping live plants in every bed and organic matter mulch in every aisle.

What tools are used?

The tools you use with permanent bed growing are physical but simple, and affordable. The broadfork is considered the most important one. It’s an enormous fork that you step into the ground, then tilt back to lift the soil. It doesn’t blend your soil like a tiller. It alleviates compaction and gives your plant roots plenty of space to grow into. The chop hoe as just mentioned will be vital in cutting through the existing grass and preparing beds. The European-style scythe will have a role to play as well, cutting down cover crops and grass to be used as mulch.

Imagine that, the amazement Ledyard Oak visitors will have to see their local farmer using an ancient tool like the scythe. Part of the beauty of hand tools is how it brings its history with it.

Shovel and rake, wheel hoe, hand trowel and hay fork – all will have a role in The Ledyard Gardens. And the plants that won't be started indoors will be direct sown with a Jang garden seeder.

Fencing

Deer are going to be problematic if not kept out. On most farms, they have perimeter electric fencing at least 6 feet high. However, I'm not proposing electric-shock fencing. This is a public space and the garden needs to feel open and welcoming. We don't want any children or dogs getting zapped.

The solution is an easy one, and non-permanent. Metal T-posts, driven into the ground along the perimeter and 50lb fishing line tied at heights of 1ft., 2ft., 3ft., 4ft., 5ft., and 6ft. It's a safe and effective way to resist deer entrance. They walk up, feel the resistance and are usually spooked enough to turn right around. Nothing is foolproof, but we used this method at Drumlin Farm in Lincoln, MA to protect certain crops – none of our acres were deer fenced – and it worked very well.

I would also plant a perimeter of sunflowers around the outside fence edge to brighten its appearance.

Where will you wash vegetables?

Customers want clean produce and farmers need to keep their dirt – The Ledyard Gardens will need a washing station. I propose to use the open bay in the red barn on premises (pictured on next page). It's visible to the public, shaded and has plenty of room to wash, pack and stack produce for sale.



Access to the barn space, hose water and a standard electrical outlet connection would make this wash station completely serviceable. Inside the bay I would build a screened washing table for spraying down root vegetables. The table would have a catch system so all the dirty water would be collected in rain barrels and given back to the garden soil. No water runoff or erosion would come from this washing station. A 50-gallon wash tub would also be added for dunking and rinsing greens, head lettuces, etc. Again, all water used for washing produce would be collected and returned to the garden as irrigation.

Clean veggies need a cool space. I plan on harvesting veggies 1-2 days before sale at the longest. Tough things like root crops will hold well, but leafy greens need to be harvested as close to sale as possible. Either way, when harvested, they need to be kept cool until sold. So, what can we do? There's an inexpensive way to build a walk-in cooler that requires nothing more than an AC unit and a device called a CoolBot. The CoolBot regulates the AC controls, turning any insulated room into a refrigerator while using much less electricity than standard walk-in coolers. Thousands of small farmers use this system and it works well.

I would like to frame and panel a 6'x8' room in the rear of the barn bay to serve as our walk-in cooler. This would not be attached to the historical barn, just an independent plywood box in the rear of the

bay that would shelve storage totes of washed produce. The room would have one door and an opening to seal-fit an AC unit. In such a small space, an AC unit and CoolBot will have no trouble keeping that room at a steady 37 degrees F, ideal for storing fresh produce.

Where will you sell vegetables?

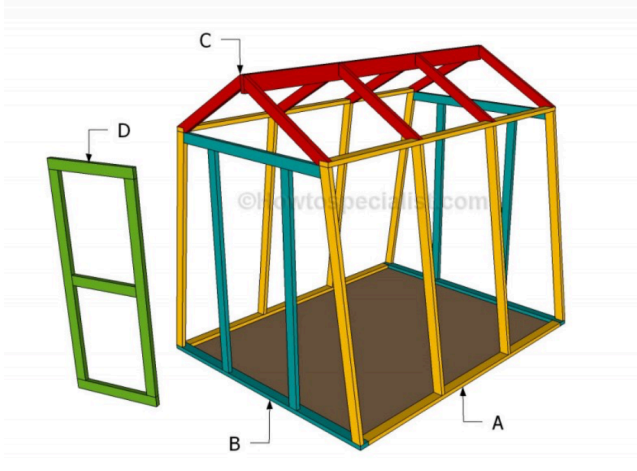
I think the best place to set up a farm stand would be out of the same bay where the produce gets washed. It's shaded, close to the parking lot, and right by the trail entrances.

Farm stand would be open during the harvest season, May – November. Saturday mornings, 8am-2pm. Free coffee will be available, because that never hurts to draw visitors.

What about a Greenhouse?

Yes, I would also like permission to build a small 10'x8' greenhouse on site (design and materials list pictured on next page). It can be safely anchored to ground-driven posts to be secure, but also non-permanent.

Greenhouses are necessary for starting transplants indoors. Seedlings can be protected and nurtured while in a controlled environment, giving them their best chances when put in the ground. In New England, you have to get a head start on the weather. For instance, tomatoes might be started in a greenhouse as early as February, though not planted in the ground until May.



- 4 pieces of 2×4 lumber – 10'
- 23 pieces of 2×4 lumber – 8'
- 1 piece of 2×6 lumber – 10'
- 500 pieces of 2 1/2" screws
- film
- vent opener
- thermostat outlet
- hinges + latch

I'm open to full discussion on choosing a site for this. It would have to be within reach of a garden hose and close enough for an extension cord to reach during the cold spring months.

Greenhouses require heat inputs in the spring when temperatures are still too cold for plants to make it through. Greenhouse wraps amplify the sun's heat very well, but they don't retain it very long into the night.

While it's common for most houses to burn propane, sending heat into the whole space, I propose an alternative. Electrical heat mats are an easy way to heat seed trays from below. The heat mats are put on top of insulated board. The seed trays sit on top of the heat mat and an insulating row cover blanket is placed over the seedlings. This creates another microclimate within the already shielded greenhouse. It uses less energy to heat the plants directly and retains it much better.

This simple greenhouse and heating solution will be enough to properly start transplants for The Ledyard Gardens.

Is it a community garden?

It is in the sense that it's on town land and will help build a stronger community. But I want to be managing the entire garden - "a camel is a horse designed by committee."

Many houses in town have enough lawn space for a small garden if they're not already tending one. This is not about offering an additional lot for segments of garden space. This is about entrusting a son of Ledyard to use what he has learned on real farms to put town land into production, producing high-quality, locally available food for the community, at reasonable prices.

The Town of Ledyard can be as involved or removed as it likes. Of course, I would prefer your partnership.

What could The Ledyard Gardens become?

I think truly, this project could touch every corner of our town. The most basic point is that real food needs to be available to people wherever they live. It needs to be affordable and healthy. And better yet if it's grown sustainably!

The Ledyard Gardens could:

- Become a network of small growing areas, feeding its most immediate neighbors – eventually supplying a significant percentage of our town's food needs.
- Partner with LHS Agri-Science, connecting with their education program and courses.
- Collaborate with Parks & Recreation's adult summer classes.
- Contribute healthy donations to the Ledyard Food Pantry.
- Become a working model for a sustainable garden – minimum amendments and irrigation, maximum soil life.

One public garden could be a spark that starts a healthier town. There's no limit to the possibilities this project could unfurl – if we're open to the good, better things will grow.

What's the minimum I would need from The Town of Ledyard?

The minimum is very little – permission. That is all I really need to build a sustainable vegetable garden in the heart of our town. Permission to work the land, set up the small infrastructure a garden requires, and permission to sell at the location.

What's the maximum I could use from The Town of Ledyard?

It never hurts to have resources on your side when starting a farm. I could make do with very little; but would happily accept any help or stipend you might offer. I'd be glad to discuss possibilities on any/all items if the Town of Ledyard were to ask: "what can we do to help?"

Arrangement

As I've stated, I could begin to build The Ledyard Gardens with or without financial/material support. As I see it, this project could fall into any arrangement between two possible extremes:

1. I lease the proposed plot of land and barn bay space, operating The Ledyard Gardens as a sole proprietorship market garden without any further ties to the Town.

or

2. The Town of Ledyard establishes The Ledyard Gardens and hires me to manage and grow it with full assistance in building this into a community pillar.

I am perfectly ready to begin as a sole proprietorship – I will bear the financial responsibility in purchasing all seed, tools, fencing material, greenhouse material, wash station and cooler materials, farm insurance, and everything else that I require for vegetable production. I would build and operate The Ledyard Gardens in 2023, sharing my records at the end of the growing season. Then Ledyard can review what was spent, how much was grown, what revenue came in, and anything else that might go into a decision of future involvement – town feeling, media attention, healthy activity, etc.

I rest this section of my proposal on my opinion that no matter who is bearing the cost of startup, it's paramount to me that this begins as soon as possible. Food is not a security in this country or in our town. Price inflation, rising oil costs and a shrinking supply, damaging farming practices, COVID; anything can be a devastating disruption to our most basic requirement, food.

I believe the best time to start building The Ledyard Gardens was 10 years ago. The second-best time is right now.

Why me?

My name is Sean Moriarty. My family moved to Ledyard when I was 1 year old. I grew up at 24 Partridge Hollow Rd, within walking distance of the Ledyard Oak. I visit the trails regularly to walk, run, and play guitar on the green. We have family photos of my brother and I there when some of The Great Oak still stood. It is the most peaceful place in our town, and I love it.

I'm a product of the Ledyard school system, from GFS to Juliet Long, the Middle School on through LHS where my mother has just retired from a 36-year teaching career in the math department. I grew up seeing her give everything she had for her students. She had a devotion to her service I would emulate in The Ledyard Gardens.

While at Ledyard High I was awarded homecoming king and given the superlatives “best sense of humor” and “most spirited.” I made 1st team ECC in lacrosse and was a captain the last year Ledyard won its division title.

I graduated from The University at Albany in 2018 with my bachelor’s in Rhetoric & Communication. I worked as a copywriter for a marketing agency outside Baltimore, not liking it, and decided to come home, moving back on February 22nd, 2020. Within two weeks, everything was in shutdown. Toilet paper was scare and supermarket shelves were empty. Ah – we’re going to need more people who know how to farm. I was apprenticing at a farm in the Berkshires by the end of March.

I was the vegetable apprentice at Square Roots Farm in Lanesborough, MA for the 2020-21 season, assistant grower at Drumlin Farm in Lincoln, MA for 2021-22, and am currently in another apprenticeship at Sisters Hill Farm in Stanfordville, NY that will finish in November. I’ve farmed on both sides of Massachusetts and in New York’s Hudson Valley, but I want to be home.

I have three seasons of experience on production farms from seed to sale. I like the planning and the physical labor. I turn 26 in November; young enough to do the work, old enough to know what I’m doing.

Final Notes

My intentions are to do right, to give back, and to help. My father is buried in Ledyard, under the words I’ve spent my whole life reading – “The value of a man’s life is measured, not in years, but in how much he is missed.”

That’s what drives me. I want to build this for the Town of Ledyard, my home. This project, The Ledyard Gardens, will help make my town a healthier, more independent place. This is for you.

I believe I'm the young man who can bring this project off paper and into the heart of our community.

The Plan

The following 6 pages contain my working crop plan for the 50, 50ft garden beds that could be created in the proposed 75' x 110' plot. Specific crop varieties are TBD, but there will be wide diversity throughout.

GROUND SCHEDULE

CROP	VARIETY	GREENHOUSE DATE	GROUND / TRANSPLANT DATE	BED SPACE	BED #	Rows Per Bed	In-Row Spacing	EST. HARVEST DATE	EST. PLANTS / YIELD WEIGHT	SOIL PREP	NOTES
SPRING BEDS											
SPINACH			March 6	0.5	A1	3	DS	May 1	36lbs		
SPINACH			March 13	0.5	A1	3	DS	May 8	36lbs		
SPINACH			March 27	0.5	A2	3	DS	May 22	36lbs		
SWISS CHARD		March 6	April 3	0.5	A2	2	8	May 29	75		
GREENS			April 10	0.5	A3	3	DS	May 22	25lbs		
KALE		March 13	April 10	1	A4	2	12	May 29	100		
CHINESE CABBAGE		March 13	April 10	0.5	A3	2	12	June 5	50		
CARROT			April 10	0.5	A5	3	DS	July 4	90lbs		
CABBAGE		March 20	April 10	0.75	A5,6	2	12	June 26	75		
BEETS			April 10	0.5	A7	3	DS	May 29	60lb		
BROCCOLI		March 13	April 10	0.75	A6	2	18	June 12	48		
TURNIPS			April 10	0.5	A7	3	DS	May 16	75lbs		
SPINACH			April 10	0.5	A8	3	DS	June 5	36lbs		
LETTUCE		March 13	April 11	0.75	A9	2	12	May 1	75		
GREENS			April 17	0.5	A10	3	DS	May 29	25lbs		
BOK CHOI		March 20	April 17	0.75	A9,10	2	12	June 5	75		
SWISS CHARD		March 20	April 17	0.5	A11	2	8	June 12	75		
GREENS			April 24	0.5	A11	3	DS	May 5	25lbs		
KALE		March 27	April 24	0.5	A12	2	12	June 12	50		
CHINESE CABBAGE		March 27	April 24	0.5	A12	2	12	June 19	50		
CARROT			April 24	0.5	A13	3	DS	July 18	90lbs		
CABBAGE		April 3	April 24	0.5	A13	2	18	July 10	50		
BEETS			April 24	0.5	A14	3	DS	June 12	60lbs		
BROCCOLI		March 27	April 24	0.75	A14,15	2	18	June 26	48		
BOK CHOI		March 27	April 24	0.75	A15	2	12	June 12	75		
TURNIPS			April 24	0.5	A16	3	DS	May 30	75lbs		
LETTUCE		March 27	April 25	0.75	A16,17	2	12	June 12	75		
SCALLIONS		March 10	April 30	0.25	A17	3	3	June 26	75		
GREENS			May 1	0.5	A17	3	DS	June 12	25lbs		
POTATO			May 1	2	A18,19	1	8	July 31	120lbs		
ONIONS		March 10	May 1	2	A20,21	2	2	July 10	480		
FLOWERS		April 20	May 6	0.5	A22	2	varies		beauty		
GREENS			May 8	0.5	A23	3	DS	June 19	25lbs		
CARROT			May 8	0.5	A23	3	DS	August 1	90lbs		
BEETS			May 8	0.5	A24	3	DS	June 26	60lbs		
TURNIPS			May 8	0.5	A22	3	DS	June 12	75lbs		
SCALLIONS		March 24	May 8	0.25	A24	3	6	July 10	75		
SUMMER SQUASH		April 10	May 8	1	A25	1	24	June 26	25		
HERBS			May 8	0.25	A24	3	DS	July 10	flavor		
SUMMER BEDS											
LETTUCE		April 10	May 9	0.5	B1	2	12	June 26	50		
GREENS			May 15	0.5	B1	3	DS	June 26	25lbs		
SUMMER SQUASH			May 15	1	B2	1	24	July 10	25		
TOMATO		March 13	May 15	2	B3,4	1	18	July 17	64		
BEANS			May 15	0.5	B5	1	3	July 17	100		
CUCUMBER		April 17	May 16	1	B6	1	8	July 10	75		
EGGPLANT		March 27	May 16	0.75	B7	1	18	July 17	48		
PEPPERS		March 24	May 20	1	B8	1	18	July 17	65		
CARROT			May 22	0.5	B5	3	DS	August 15	90lbs		
SCALLIONS		May 1	May 22	0.25	B7	3	6	July 24	75		
HERBS		April 10	May 22	0.25	B9	3	DS	July 4	flavor		
LETTUCE		April 24	May 23	0.5	B9	2	12	July 11	50		
CUCUMBER		May 2	May 29	0.5	B9,10	1	8	July 24	37		
TOMATO		March 27	May 29	2	B11,12	1	18	July 31	64		
MELONS		May 1	May 29	0.5	B10	1	18	August 14	16		
BEANS			May 29	0.5	B10,13	1	3	July 31	100		
EGGPLANT		April 10	May 30	0.5	B13	1	18	July 31	32		
CARROT			June 5	0.5	B14	3	DS	August 29	90lbs		
SCALLIONS		May 8	June 5	0.25	B13	3	6	August 7	75		
PEPPERS		April 3	June 5	0.5	B14	1	18	July 31	32		
SUMMER SQUASH			June 5	0.5	B15	1	24	July 31	13		
LETTUCE		May 8	June 6	0.5	B15	2	12	July 25	50		
CUCUMBER			June 12	0.5	B16	1	8	August 7	37		

GROUND SCHEDULE

CROP	VARIETY	GREENHOUSE DATE	GROUND / TRANSPLANT DATE	BED SPACE	BED #	Rows Per Bed	In-Row Spacing	EST. HARVEST DATE	EST. PLANTS / YIELD WEIGHT	SOIL PREP	NOTES
WINTER SQUASH			June 12	3	B17-22	1	24	September 11	75		
TOMATO		April 10	June 12	0.5	B16	1	18	August 14	16		
MELONS		May 16	June 12	0.5	B17	1	18	August 28	16		
BEANS			June 12	0.5	B18	1	3	August 14	100		
CARROT			June 19	0.5	B19	3	DS	September 11	90lbs		
SCALLIONS		May 22	June 19	0.25	B23	3	6	August 21	75		
SUMMER SQUASH			June 19	0.5	B20	1	24	August 14	13		
LETTUCE		May 22	June 20	0.5	B21	2	12	August 8	50		
CUCUMBER			June 26	0.5	B22	1	8	August 21	37		
BEANS			June 26	0.5	B23	1	3	August 28	100		
CARROT			July 3	0.5	B23,24	3	DS	September 25	90lbs		
SCALLIONS		June 5	July 3	0.25	B24	3	6	September 4	75		
LETTUCE		June 5	July 4	0.5	B24	2	12	August 22	50		
CUCUMBER			July 10	0.5	B25	1	8	September 4	37		
BEANS			July 10	0.5	B25	1	3	September 11	100		
AUTUMN BEDS											
KALE		June 26	July 17	1	A1	2	12	September 4	100		
CARROT			July 17	0.75	A2	3	DS	October 9	90lbs		
CAULIFLOWER		June 26	July 17	0.5	A2,3	2	18	September 18	32		
BROCCOLI		June 19	July 17	0.75	A3	2	18	September 18	48		
LETTUCE		June 19	July 18	0.5	A4	2	12	September 5	50		
BEETS			July 24	0.5	A4	3	DS	September 11	60lbs		
BOK CHOI		July 3	July 24	0.75	A5	2	12	September 18	75		
BEANS			July 24	0.5	A5,6	1	3	September 25	100		
LETTUCE		July 3	July 25	0.5	A8	2	12	September 19	50		
SWISS CHARD		July 3	July 25	1	A7	2	8	September 11	150		
KALE		July 10	July 31	0.75	A6	2	12	September 18	75		
CHINESE CABBAGE		July 3	July 31	0.75	A9	2	12	September 25	75		
CARROT			July 31	0.75	A10	3	DS	October 23	135lbs		
CAULIFLOWER		July 3	July 31	0.5	A8	2	18	October 2	32		
BROCCOLI		July 3	July 31	0.75	A11	2	18	October 2	48		
GREENS			August 7	0.5	A9,10	3	DS	September 19	25lbs		
CABBAGE		July 11	August 7	0.75	A12	2	12	October 2	75		
BEETS			August 7	0.5	A11,12	3	DS	September 25	60lbs		
BOK CHOI		July 17	August 7	0.5	A13	2	12	October 2	50		
SWISS CHARD		July 17	August 7	0.75	A14	2	8	September 25	112		
GREENS			August 14	0.5	A13	3	DS	September 26	25lbs		
CHINESE CABBAGE		July 17	August 14	0.5	A15	2	12	October 9	50		
DAIKON RADISH			August 14	1	A16	2	DS	October 16	600		
GREENS			August 21	0.5	A17	3	DS	October 2	25lbs		
CABBAGE		July 24	August 21	0.75	A14,15	2	12	October 16	75		
BEETS			August 21	0.5	A17	3	DS	October 9	500		
TURNIPS			August 21	0.5	A18	3	DS	October 2	500		
DAIKON RADISH			August 21	0.5	A18	2	DS	October 23	300		
GREENS			August 28	0.5	A19	3	DS	October 9	25lbs		
SPINACH			August 28	0.5	A19	3	DS	October 16	36lbs		
GREENS			September 4	0.5	A20	3	DS	October 16	25lbs		
BEETS			September 4	0.5	A20	3	DS	October 23	500		
TURNIPS			September 4	0.5	A21	3	DS	October 16	500		
SPINACH			September 4	0.5	A21	3	DS	October 23	36lbs		
GREENS			September 11	0.5	A22	3	DS	October 23	25lbs		
SPINACH			September 11	0.5	A23	3	DS	October 30	36lbs		
GREENS			September 18	0.5	A22	3	DS	October 30	25lbs		
TURNIPS			September 18	0.5	A23	3	DS	October 30	500		
SPINACH			September 18	0.5	A24	3	DS	November 6	36lbs		
GREENS			September 25	0.5	A24	3	DS	November 6	25lbs		
GARLIC			November 12	1	A25	3	6	July 4	300		

GREENHOUSE SEEDING PLAN

CROP	VARIETY	SEEDING DATE PLANNED	ACTUAL	# of Plants Needed	NOTES	GROUND / TRANSPLANT DATE	EST. HARVEST DATE
SWISS CHARD		March 6		75		April 3	May 29
SCALLIONS		March 10		75		April 30	June 26
ONIONS		March 10		480		May 1	July 10
LETTUCE		March 13		75		April 11	May 1
KALE		March 13		100		April 10	May 29
CHINESE CABBAGE		March 13		50		April 10	June 5
BROCCOLI		March 13		48		April 10	June 12
TOMATO		March 13		64		May 15	July 17
CABBAGE		March 20		75		April 10	June 26
BOK CHOI		March 20		75		April 17	June 5
SWISS CHARD		March 20		75		April 17	June 12
SCALLIONS		March 24		75		May 8	July 10
PEPPERS		March 24		65		May 20	July 17
LETTUCE		March 27		75		April 25	June 12
KALE		March 27		50		April 24	June 12
CHINESE CABBAGE		March 27		50		April 24	June 19
BROCCOLI		March 27		48		April 24	June 26
BOK CHOI		March 27		75		April 24	June 12
EGGPLANT		March 27		48		May 16	July 17
TOMATO		March 27		64		May 29	July 31
CABBAGE		April 3		50		April 24	July 10
PEPPERS		April 3		32		June 5	July 31
LETTUCE		April 10		50		May 9	June 26
EGGPLANT		April 10		32		May 30	July 31
SUMMER SQUASH		April 10		25		May 8	June 26
TOMATO		April 10		16		June 12	August 14
HERBS		April 10		TBD		May 22	July 4
CUCUMBER		April 17		75		May 16	July 10
FLOWERS		April 20		TBD		May 6	July 4
LETTUCE		April 24		50		May 23	July 11
SCALLIONS		May 1		75		May 22	July 24
MELONS		May 1		16		May 29	August 14
CUCUMBER		May 2		37		May 29	July 24
LETTUCE		May 8		50		June 6	July 25
SCALLIONS		May 8		75		June 5	August 7
MELONS		May 16		16		June 12	August 28
LETTUCE		May 22		50		June 20	August 8
SCALLIONS		May 22		75		June 19	August 21
LETTUCE		June 5		50		July 4	August 22
SCALLIONS		June 5		75		July 3	September 4
LETTUCE		June 19		50		July 18	September 5
BROCCOLI		June 19		48		July 17	September 18
KALE		June 26		100		July 17	September 4
CAULIFLOWER		June 26		32		July 17	September 18
LETTUCE		July 3		50		July 25	September 19
CHINESE CABBAGE		July 3		75		July 31	September 25
CAULIFLOWER		July 3		32		July 31	October 2
BROCCOLI		July 3		48		July 31	October 2
BOK CHOI		July 3		75		July 24	September 18
SWISS CHARD		July 3		150		July 25	September 11
KALE		July 10		75		July 31	September 18
CABBAGE		July 11		75		August 7	October 2
CHINESE CABBAGE		July 17		50		August 14	October 9
BOK CHOI		July 17		50		August 7	October 2
SWISS CHARD		July 17		112		August 7	September 25
CABBAGE		July 24		75		August 21	October 16

BED MAP A - SPRING

BED #	Post-Harvest Cover Crops - Buckwheat, Sunflower, Pearl Millet	Cover Cropping Notes
1	3/6 Spinach	3/13 Spinach
2	3/27 Spinach	4/3 Swiss Chard
3	4/10 Greens	4/10 Chinese Cabbage
4	4/10 Kale	
5	4/10 Carrot	4/10 Cabbage
6	4/10 Broccoli	4/10 Cabbage
7	4/10 Beets	4/10 Turnips
8	4/10 Greens	4/10 Spinach
9	4/11 Lettuce	4/17 Bok Choi
10	4/17 Greens	4/17 Bok Choi
11	4/17 Swiss Chard	4/24 Greens
12	4/24 Kale	4/24 Chinese Cabbage
13	4/24 Carrot	4/24 Cabbage
14	4/24 Broccoli	4/24 Beets
15	4/24 Broccoli	4/24 Bok Choi
16	4/25 Lettuce	4/24 Turnips
17	4/25 Lettuce	4/30 Scallions
18	5/1 Potato	
19	5/1 Potato	
20	5/1 Onion	
21	5/1 Onion	
22	5/6 Flowers	5/8 Turnips
23	5/8 Greens	5/8 Carrot
24	5/8 Beets	5/8 Scallions
24	5/8 Herbs	
25	5/8 Summer Squash	

BED MAP B - SUMMER

BED #	<i>Post-Harvest Cover Crops - Spring Oats, Forage Radish, Forage Turnip, Buckwheat</i>	Cover Cropping Notes
1	May 9 Lettuce	May 15 Greens
2	May 15 Summer Squash	
3	May 15 Tomato	
4		
5	May 15 Beans	May 22 Carrot
6	May 16 Cucumber	
7	May 16 Eggplant	May 22 Scallions
8	May 20 Peppers	
9	May 23 Lettuce	May 22 Herbs
10	May 29 Beans	May 29 Melons
11	May 29 Tomato	
12		
13	May 29 Beans	May 30 Eggplant
14	June 5 Carrot	June 5 Scallions
15	June 5 Summer Squash	June 5 Peppers
16	June 5 Lettuce	June 6 Lettuce
17	June 12 Winter Squash	June 12 Tomato
18		June 12 Melons
19		June 12 Beans
20		June 19 Carrot
21		June 19 Summer Squash
22		June 20 Lettuce
23		June 26 Cucumber
24	June 19 Scallions	June 26 Beans
25	July 4 Lettuce	July 3 Scallions
	July 10 Cucumber	July 3 Carrot
		July 10 Beans

BED MAP A - AUTUMN

BED #	Post-Harvest Cover Crops - Hairy Vetch, Crimson Clover, Winter Rye, Alfalfa, Winter Wheat	Cover Cropping Notes
1	7/17 Kale	
2	7/17 Carrot	
3	7/17 Broccoli	7/17 Cauliflower
4	7/18 Lettuce	7/24 Beets
5	7/24 Bok Choi	7/24 Beans
6	7/31 Kale	
7	7/25 Swiss Chard	
8	7/25 Lettuce	7/31 Cauliflower
9	7/31 Chinese Cabbage	8/7 Greens
10	7/31 Carrot	
11	7/31 Broccoli	8/7 Beets
12	7/31 Cabbage	
13	8/14 Greens	8/7 Bok Choi
14	8/7 Swiss Chard	8/21
15	8/14 Chinese Cabbage	Cabbage
16	8/14 Daikon Radish	
17	8/21 Greens	8/21 Beets
18	8/21 Turnips	8/21 Daikon
19	8/28 Spinach	8/21 Greens
20	9/4 Greens	9/4 Beets
21	9/4 Spinach	9/4 Turnips
22	9/18 Greens	9/11 Greens
23	9/18 Turnips	9/11 Spinach
24	9/18 Spinach	9/25 Greens
25	11/12 Garlic	

Sean Moriarty

(860) 941-0817 | SeanThomasMoriarty@gmail.com

EDUCATION

University at Albany, State University of New York
Bachelor of Arts – Rhetoric & Communication

Albany, NY
Graduated 2018

EXPERIENCE

Sisters Hill Farm

Apprentice

Stanfordville, NY
April 2022 – Present

- Help seed, transplant and weed crops on 5 acres in production
- Harvest, wash and pack for twice weekly CSA pickup – 320 shares total
- Operate variety of tractors for bed preparation, fertilizing, bush hogging, and bucket work

Drumlin Farm Wildlife Sanctuary

Assistant Grower / Restaurant Coordinator

Lincoln, MA
February – November 2021

- Helped seed, transplant and weed crops on 18 acres in production
- Harvested, washed and packed for weekly CSA, restaurant orders, farmer's market and weekend farm stand
- Coordinated and delivered the weekly Boston area restaurant orders – over \$100k for the '21 season
- Tapped sugar maples and collected sap, ran evaporator, and bottled maple syrup for sale
- Operated John Deere tractors for compost spreading, fertilizing, bed preparation, bed making, and undercutting

Square Roots Farm

Vegetable Apprentice

Lanesborough, MA
March – November 2020

- Assisted in daily livestock chores [broilers, cows, laying hens, pigs, turkeys]
- Transplanted, direct seeded, irrigated, mulched and weeded in 2 acre gardens
- Harvested, washed and packed for a 20-week, 75 share CSA, and two weekly markets
- Operated Mahindra tractor for composting, mulching, bush hogging, and disking

Renegade Communications

Junior Copywriter

Hunt Valley, MD
February 2019 – February 2020

- Wrote short-form article content
- Scripted short-form videos
- Wrote direct mail, email and landing page copy

Noank Shipyard

Yard Hand

Noank, CT
October 2018 – January 2019

- Assisted in hauling, blocking and winterizing boats for storage
- Built wooden framing and shrink-wrapped boats
- Operated forklift and wheel loader to move boats and equipment

Mild Wally's

Pizza Maker

Albany, NY
February – May 2018

- Prepared and baked pizza pies in brick oven
- Maintained friendly atmosphere with customers while working
- Cleaned station, restocked ingredients and closed kitchen

Brewer Yacht Yard at Mystic

Dock Hand

Mystic, CT
June 2014 – August 2017

- Managed all fuel transactions
- Transmitted clear and concise VHF communication with all incoming vessels
- Provided docking assistance and line handling throughout marina's 244 slips

OUTSIDE

Closer to Free [65 Mile Course]

New Haven, CT

Cyclist

- 2019: Rode and raised \$630 for cancer research and patient care at Yale New Haven

The Great Race

Auburn, NY

Cyclist

- 2019: Team 457 – Finished 3rd in class [Men's 19-29, Canoe] and 48th overall out of 262 run, bike and paddle teams
- 2018: Team 471 – Finished 2nd in class [Men's 19-29, Canoe] and 25th overall out of 274 run, bike and paddle teams



TOWN OF LEDYARD CONNECTICUT

Chairman Kevin J. Dombrowski

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

August 4, 2022

Mr. Sean Moriarty
seanthomasmoriarty@gmail.com

Dear Mr. Moriarty:

The Town Council 's Land Use/Planning/Public Works Committee reviewed your proposal regarding "The Ledyard Garden" and found your idea interesting and your background, resume' and credentials in farming impressive. The Committee invites you to our next meeting to discuss potential locations that could adequately support your idea and the process involved in taking on this type of venture with the town.

The Land Use/Planning/Public Works Committee will be meeting on Tuesday, September 13, 2022 at 5:30 p.m. in the Town Hall Annex Building - 741 Colonel Ledyard Highway. Our meetings are held in a hybrid format allowing residents to attend in -person or remotely via video conference using the Zoom Platform.

Should you have a conflict with this date, please contact the Town Council Office at (860) 464-3203; or e-mail council@ledyardct.org to arrange an alternate date. The Agenda and the Zoom invitation will be sent to you prior to the meeting.

Please do not hesitate to contact me if you have any questions regarding this meeting or if I can be of any assistance at telephone (860) 237-1471 or e-mail gpaul@ledyardct.org.

The Land Use/Planning/Public Works Committee looks forward to meeting with you.

Sincerely,

Gary Paul
Chairman
Land Use/Planning/Public Works Committee

GP/rm



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 22-017

Agenda Date: 9/13/2022

Agenda #: 2.

LAND USE

Subject/Application:

Continued discussion and possible action to periodically review the list of town owned property; and update accordingly for the “*Assignment of Administrative Control*”.

Background:

The LUPPW Committee is working to review and research the 191 Town-Owned / Town Leased properties on the *Assignment of Administrative Control List* to ensure the *Administrative Control* was with the appropriate body and to make adjustments as needed.

The *Assignment of Administrative Control* has not been updated since 2017.

There were some new properties that the town has acquired through subdivision that should be added to the List and some properties that should come off the list, which may have been conveyed to Avalonia Land Conservancy or sold such as the Ledyard Center School and the Gales Ferry School; as well as the merging of property lines such as 737 & 741 Colonel Ledyard Highway that took place in 2015 (former Ledyard Center Fire Department, where the new Police Station was built), noting that the property was combined with the Town Hall property; or the War Monument and the Bill Library.

Land Use Director/Town Planner:

The Town has contracted with Claus Georges, CGIS Mapping, LLC, who has completed their review of the forty-six maps and was making good progress. It was anticipated that the GIS update work should work would be completed sometime this summer.

No Action

LIST OF REAL PROPERTIES OWNED OR LEASED
BY THE TOWN OF LEDYARD

Account Number	Owners Name	Street # Index	Street Name	Map	Block	Lot	Land Area in Acres	Use Code	Use Descript	Zone	Description	Admin Control	Status of previously unlisted Property	Other Info	Recommendation for admin control
402900	I TOWN OF LEDYARD	17	ALJEN AVE	2	30	17	5.21	903V	Municipal M00	R20	Ball Field	Parks & Recreation Commission			
104943	I TOWN OF LEDYARD	13	APPLEWOOD DR	99	530	13	1.70	903V	Municipal M00	R60	Open Space	Conservation Commission	Vacant Lot		
164542	I TOWN OF LEDYARD	2	AUGUST MEADOWS	126	94	2	0.97	903V	Municipal M00	R60	Basin	Mayor/ Public Works			Conservation Commission
164404	I TOWN OF LEDYARD	16	AUTUMN WAY	100	96	16	0.14	903V	Municipal M00	R40	Road Right of Way	Mayor/ Public Works			
402915	I TOWN OF LEDYARD	19	AVERY HILL EXT	50	130	19	4.60	903V	Municipal M00	R60	Glacial Park Kettlehole	Conservation Commission			
164622	I TOWN OF LEDYARD	40	AVERY HILL EXT	64	110	40	2.67	903V	Municipal M00	R40	Open Space	Conservation Commission			
81756	I TOWN OF LEDYARD	151	AVERY HILL RD	24	1790	151	2.43	903V	Municipal M00	R40	Not shown on Town GIS	Water Pollution Control Authority	Holmberg Property for Water		
400911	I TOWN OF LEDYARD	192	AVERY HILL RD	13	120	192	1.92	903V	Municipal M00	R40	Open Space	Conservation Commission			WPCA
402912	I TOWN OF LEDYARD	203	AVERY HILL RD	13	120	203	6.50	903V	Municipal M00	R40	Open Space	Conservation Commission			
#	I TOWN OF LEDYARD	224	AVERY HILL RD	3	120	224			Municipal Moo	R60	Ross Property - N Portion TTT	Parks & Recreation Commission	TTT easement?		
66143	I TOWN OF LEDYARD	40	BARTON LN	139	180	40	1.98	903V	Municipal M00	R60	Open Space; CL&P Easement	Conservation Commission			
164320	I TOWN OF LEDYARD	9	BIRCH ST	97	188	9	5.51	903V	Municipal M00	R40	Open Space from Subdivision	Conservation Commission	Vacant Lot		
123672	I TOWN OF LEDYARD	40	BITTERSWEET DR	25	200	40	3.64	903V	Municipal M00	R40	Open Space with Right of Way	Mayor/ Public Works			Remove from List
	I TOWN OF LEDYARD	40A	BITTERSWEET DR	25	200	40A	8.35	903V	Municipal M00	R40	0258/0018	Mayor/Public Works	Open Space/Right-of-way w/Basin		
402975	I TOWN OF LEDYARD	4	BLONDERS BLVD	68	240	4	131.93	9030	Municipal M94	R60	Colonel Ledyard Park	Parks & Recreation Commission/ BOE			
32250	I TOWN OF LEDYARD	5	BLUEBIRD DR	122	260	5	4.61	903V	Municipal M00	R40	Open Space	Conservation Commission	Revisit		
60825	I TOWN OF LEDYARD	13	BREWSTER DR	24	330	13	0.08	903V	Municipal M00	R40	Open Space	Conservation Commission			

LIST OF REAL PROPERTIES OWNED OR LEASED
BY THE TOWN OF LEDYARD

Account Number	Owners Name	Street # Index	Street Name	Map	Block	Lot	Land Area in Acres	Use Code	Use Descript	Zone	Description	Admin Control	Status of previously unlisted Property	Other Info	Recommendation for admin control
164535	I TOWN OF LEDYARD	16	CAPT AMOS STANTON DR	86	365	16	5.30	903V	Municipal M00	R60	Open Space & Cemetery	Conservation Comm. / Cemetery Comm.			
49773	I TOWN OF LEDYARD	32	CEDAR RDG	48	410	32	16.15	903V	Municipal M00	R40	Open Space from Subdivision - 64-acre pine swamp	Conservation Commission	Vacant Lot		
402925	I TOWN OF LEDYARD	67	CEDAR SWAMP	20	410	67	3.69	903V	Municipal M00	R60	Open Space	Conservation Commission			
35353	I TOWN OF LEDYARD	77	CEDAR SWAMP	20	410	77	7.20	903V	Municipal M00	R60	Open Space	Conservation Commission			
34A23:PA	I TOWN OF LEDYARD	1	CHIDLEY WAY	69	2300	1	1.75	903V	Municipal M00	R40	Open Space	Conservation Commission		477/0004	
	I TOWN OF LEDYARD	6	CHIDLEY WAY	69	2300	6	2.6	1300	Vacant M00	R40	Wetlands/Open Space	Conservation Commission		373/805	
	I TOWN OF LEDYARD	9	CHIDLEY WAY	69	2300	9	3.71	903V	Municipal M00	R40	Subdivision Open Space	More Information Needed		476/412	
	I TOWN OF LEDYARD	9	CHRISWOOD TRCE	126	480	9	4.88	903V	Municipal M00	R40	75% Wetlands	Conservation Commission		196/702	
	I TOWN OF LEDYARD	35	CHRISWOOD TRCE	139	480	35	1.16	903V	Municipal M00	R40	Open Sapce	Conservation Commission		196/702	
	I TOWN OF LEDYARD	57	CHRISWOOD TRCE	139	480	57	23.31	903V	Municipal M00	R40	Open Space/Wetlands/Power Lines	Conservation Commission		196/702	
	I TOWN OF LEDYARD	30	COACHMAN PIKE	30	510	30	2.21	903V	Town of Ledyard	R40	Open Space/Wetlands	Conservation Commission		143/223	
	I TOWN OF LEDYARD	48	COACHMAN PIKE	30	510	48	3.51	903V	Municipal M00	R40	Open Space/Wetlands	Conservation Commission		143/223	
	I TOWN OF LEDYARD	423	COLONEL LEDYARD HIGHWAY	128	530	423	33.9	1330	SUB OPEN SPACE	R60	Open space	Conservation Commission		588/866	
116780	I TOWN OF LEDYARD	794	COLONEL LEDYARD HWY	53	530	794	0.97	903V	Municipal M00	R40	Open Space	Conservation Commission			
163621	I TOWN OF LEDYARD	881	COLONEL LEDYARD HWY	40	530	881	44.12	903V	Municipal M00	R60	Town Garage	Mayor/ Public Works			
403100	I TOWN OF LEDYARD	889	COLONEL LEDYARD HWY	40	530	889	49.61	903I	Municipal M96	R60	Town Garage	Mayor/ Public Works	HIGHWAY GARAGE/DUMP SITE		

LIST OF REAL PROPERTIES OWNED OR LEASED
BY THE TOWN OF LEDYARD

Account Number	Owners Name	Street # Index	Street Name	Map	Block	Lot	Land Area in Acres	Use Code	Use Descript	Zone	Description	Admin Control	Status of previously unlisted Property	Other Info	Recommendation for admin control
33101	I TOWN OF LEDYARD	1025	COLONEL LEDYARD HWY	15	530	1025	102.16	903V	Municipal M00	R60	Clark Farm <i>Southern Section Tri-Town Trail/Agriculture Lease</i>	Town Council			
402275	I TOWN OF LEDYARD	1087	COLONEL LEDYARD HWY	3	530	1087	42.80	903V	Municipal M00	R60	<i>Old State Farm Property - Northern Section Tri-Town Trail</i>	Town Council			
	I TOWN OF LEDYARD	391	COLONEL LEDYARD HWY	128	530	391	0.11	903V	Municipal M00	R60	Future Road WIDENING?	<i>More Information Needed - Seemed Too Large for Road Widening</i>		45/413	
	I TOWN OF LEDYARD	640	COLONEL LEDYARD HWY	68	530	640	26.89	903V	Municipal M00	R40	<i>Wetlands</i>	<i>Conservation Commision</i>		248/046	
	I TOWN OF LEDYARD	712R	COLONEL LEDYARD HWY	67	530	712A	0.12	1320	UNBUILDABLE	LCVD	<i>Realignment of Old Road/Ray Holdrige Circle</i>	<i>More Information Needed</i>		484/136	
	I TOWN OF LEDYARD	720	COLONEL LEDYARD HWY	67	530	720	0.04	903V	Municipal M00	LCVD	MONUMENT LOT/BILL LIBRARY	<i>Mayor</i>		3/518	
	I TOWN OF LEDYARD	741	COLONEL LEDYARD HWY	67	530	741	2.36	9030	Municipal M94	LCV1	TOWN HALL ANNEX POLICE	<i>Mayor/Public Works</i>		71/658	
	G TOWN OF PRESTON	1094	COLONEL LEDYARD HWY	3	530	1094	0.71	903V	Municipal M00	R60	<i>Old State Farm Property- 1/2 located in Ledyard 1/2 located in Preston</i>	<i>Town Council</i>		273/1003	
	I TOWN OF LEDYARD	889R	COLONEL LEDYARD HWY	40	530	889R	49.61	9031	Municipal M096	R60	Town Garage/Transfer Station	<i>Mayor/Public Works</i>			
403110	I TOWN OF LEDYARD	36	COUNTRY CLUB DR	86	560	36	5.39	903V	Municipal M00	R60	Back end of Highland Lake	Parks & Recreation Commission			
403125	I TOWN OF LEDYARD	5A	CRANWOOD RD	129	580	5	0.03	9062	Cemetery	R40	Cemetery Woodridge	Cemetery Commission			
403150	I TOWN OF LEDYARD	10	DECATUR TRL	75	610	10	0.21	903V	Municipal M00	R20	Open Space	Public Works (? per M. Marelli, CC Chair)			
163739	I TOWN OF LEDYARD	5	DEER LN	100	620	5	2.00	903V	Municipal M00	R40	Open Space	Conservation Commission			

LIST OF REAL PROPERTIES OWNED OR LEASED
BY THE TOWN OF LEDYARD

Account Number	Owners Name	Street # Index	Street Name	Map	Block	Lot	Land Area in Acres	Use Code	Use Descript	Zone	Description	Admin Control	Status of previously unlisted Property	Other Info	Recommendation for admin control
163742	I TOWN OF LEDYARD	11	DEER LN	100	620	11	0.17	903V	Municipal M00	R40	Public Road Right of Way	Public Works			Delete from list?
163910	I TOWN OF LEDYARD	62	EAGLE RIDGE DR	122	660	62	1.89	1330	Subdv Open	R40	Open Space with Detention Basin	Conservation Commission			
403175	I TOWN OF LEDYARD	13	EAST DR	93	670	13	3.88	903V	Municipal M00	R60	Christy Hill Field	Parks & Recreation Commission			
163848	I TOWN OF LEDYARD	19	ESKA DR	41	700	19	3.98	903V	Municipal M00	R40	Grayfarms Subdivision Open Space	Conservation Commission			
163629	I TOWN OF LEDYARD	11	FAIRWAY DR	67	710	11	2.40	903I	Municipal M96	LCDD	Ledyard Center Emergency Services	Ledyard Center Fire Company			
163820	I TOWN OF LEDYARD	5	FAWN DR	65	740	5	2.07	903V	Municipal M00	R60	Open Space	Conservation Commission			
163826	I TOWN OF LEDYARD	6	FAWN DR	64	740	6	0.45	903V	Municipal M00	R60	Open Space	Conservation Commission			
163832	I TOWN OF LEDYARD	16A	FAWN DR	80	740	16	0.19	903V	Municipal M00	R60	Fotone Road Right of Way	Conservation Commission			
106696	I TOWN OF LEDYARD	24	FOUNDERS WAY	141	530	24	13.88	903V	Municipal M00	R60	open space/sub		Vacant Lot		
106708	I TOWN OF LEDYARD	25	FOUNDERS WAY	141	530	25	35.34	903V	Municipal M00	R60	open space/sub		Vacant Lot		Conservation Commission
164232	I TOWN OF LEDYARD	7	FOX HOLLOW	98	785	7	18.17	903V	Municipal M00	R40	Sablewoods Wellfield / Open Space	WPCA			Conservation Commission
403225	I TOWN OF LEDYARD	24	GALLUP HILL RD	69	810	24	30.09	9033	Public Sch M94	R60	Ledyard High School	BOE			
403250	I TOWN OF LEDYARD	74	GALLUP HILL RD	85	810	74	0.12	903V	Municipal M00	R60	Burton Monument & Gardens	Conservation Commission			
403275	I TOWN OF LEDYARD	90	GALLUP HILL RD	85	810	90	69.84	903V	Municipal M00	R60	Burton Property Woodlands	Conservation Commission			
403285	I TOWN OF LEDYARD	135R	GALLUP HILL RD	85	810	135	1.20	903V	Municipal M00	R20	Playground off Model Park Rd	Parks & Recreation Commission			
403290	I TOWN OF LEDYARD	158	GALLUP HILL RD	101	810	158	2.93	903V	Municipal M00	R40	Purdy Field	Parks & Recreation Commission			
403300	I TOWN OF LEDYARD	169	GALLUP HILL RD	101	810	169	14.64	9033	Public Sch M94	R40	J.A. Clark Field	Parks & Recreation Commission			

LIST OF REAL PROPERTIES OWNED OR LEASED
BY THE TOWN OF LEDYARD

Account Number	Owners Name	Street # Index	Street Name	Map	Block	Lot	Land Area in Acres	Use Code	Use Descript	Zone	Description	Admin Control	Status of previously unlisted Property	Other Info	Recommendation for admin control
163730	I TOWN OF LEDYARD	10	GONCH FARM RD	18	860	10	4.92	903V	Municipal M00	R60	Open Space	Conservation Commission			
403310	I TOWN OF LEDYARD	10A	GONCH FARM RD	18	860	10	0.26	903V	Municipal M00	R60	Drway to Lots 10, 12 and 13	Mayor			
163859	I TOWN OF LEDYARD	12	GRAY FARM RD	54	875	12	7.74	903V	Municipal M00	R40	Grayfarms Subdivision Open Space	Conservation Commission			
164125	I TOWN OF LEDYARD	11	GREYSTONE CT	69	885	11	0.56	903V	Municipal M00	R60	Drainage Structures	Mayor/ Public Works			
164129	I TOWN OF LEDYARD	14R	GREYSTONE CT	70	885	14	1.91	903V	Municipal M00	R60	Open Space	Conservation Commission			
164131	I TOWN OF LEDYARD	16	GREYSTONE CT	70	885	16	0.23	903V	Municipal M00	R60	Drainage Support	Mayor/ Public Works			
156505	I TOWN OF LEDYARD	271	HALEY RD	128	890	271	13.31	903V	Municipal M00	R60			Vacant Lot		
403315	I TOWN OF LEDYARD	52	HIGHLAND DR	86	970	52	4.04	903V	Municipal M00	R20	House Lot	Parks & Recreation Commission			Conservation Commission
403325	I TOWN OF LEDYARD	15	HIGHVIEW TER	68	960	15	7.91	903V	Municipal M00	R40	Grayfarms Subdivision Open Space	Conservation Commission			
113900	I TOWN OF LEDYARD	21	HILL ST	97	980	21	4.34	903V	Municipal M00	R40	Open Space	Conservation Commission			
	I TOWN OF LEDYARD	18	HILLTOP DR	53	1010	18	10.28	903V	Municipal M00	R40				523/74	
14553	I TOWN OF LEDYARD	26R	HOMESTEAD RD	45	1030	26	0.80	1300	Cemetery	R60	Tommy Main Cemetery	Cemetery Committee			
14554	I TOWN OF LEDYARD	28R	HOMESTEAD RD	45	1030	28	2.56	1300	Open Space	R60	Open Space	Conservation Commission			
403350	I TOWN OF LEDYARD	23	HUNTINGTON WAY	129	1040	23	2.95	903V	Municipal M00	R60	Open Space	Conservation Commission			

LIST OF REAL PROPERTIES OWNED OR LEASED
BY THE TOWN OF LEDYARD

Account Number	Owners Name	Street # Index	Street Name	Map	Block	Lot	Land Area in Acres	Use Code	Use Descript	Zone	Description	Admin Control	Status of previously unlisted Property	Other Info	Recommendation for admin control
402000	GALES FERRY FIRE DISTRICT	18	HURLBUTT RD	91	1050	18	1.22	9200	Non-Profit M94	R20	1. Gales Ferry Community Center (Community Room, Lower Level Kitchen and Meeting Room to Parks and Recreation. 2. Gales Ferry Library and the room adjacent to the Library in the Community Center to the Library Commission.	Parks & Recreation Commission / Library			
163662	I TOWN OF LEDYARD	10	HYDE PARK DR	107	1060	10	2.17	903V	Municipal M00	R40	Open Space with Detention Basin	Conservation Commission			
163154	I TOWN OF LEDYARD	13	HYDE PARK DR	108	1060	13	1.87	1330	Subdv Open	R40	Open Space	Conservation Commission			
163672	I TOWN OF LEDYARD	21	HYDE PARK DR	108	1060	21	1.61	1330	Subdv Open	R40	Open Space with Detention Basin	Conservation Commission			
	I TOWN OF LEDYARD	69	INCHCLIFFE DR	106	1080	69	0.18	903V	Municipal M00	R40				560/786	
403400	I TOWN OF LEDYARD	54	INCHCLIFFE DR	106	1080	54	6.67	1330	Subdv Open	R40	Open Space	Parks & Recreation Commission			
403425	I TOWN OF LEDYARD	89	INCHCLIFFE DR	106	1080	89	0.04	903V	Municipal M00	R20	Inchcliffe / Meadow Right of Way	Mayor			
107507	I TOWN OF LEDYARD	99	INDIANTOWN RD	45	1090	99	0.55	903V	Municipal M00	R60	Vacant	Mayor			?
	I TOWN OF LEDYARD	78B	IRON ST	54	1110	78B	0.74	903V	Municipal M00	R40				421/001	
	I TOWN OF LEDYARD	86A	IRON ST	68	1110	86A	0.86	903V	Municipal M00	R40				141/343	
126200	I TOWN OF LEDYARD	41R	IRON ST	53	1110	41	0.92	903V	Municipal M00	R40			Vacant Lot		
403475	I TOWN OF LEDYARD	47	IRON ST	54	1110	47	4.89	903V	Municipal M00	R40	Old Town Garage Site	Mayor			

LIST OF REAL PROPERTIES OWNED OR LEASED
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Account Number	Owners Name	Street # Index	Street Name	Map	Block	Lot	Land Area in Acres	Use Code	Use Descript	Zone	Description	Admin Control	Status of previously unlisted Property	Other Info	Recommendation for admin control
164458	I TOWN OF LEDYARD	49A	IRON ST	54	1110	49	0.05	9062	Cemetery	R40	"Grave Site" to be retained	Mayor			
403500	I TOWN OF LEDYARD	65	IRON ST	54	1110	65	8.09	903V	Municipal M00	R40	Grayfarms Subdivision Open Space	Conservation Commission			
60184	I TOWN OF LEDYARD	78B	IRON ST	54	1110	78	0.74	903V	Municipal M00	R40	Wellfield for Grayfarms Subdivision	Conservation Commission			
403525	I TOWN OF LEDYARD	86	IRON ST	54	1110	86	7.29	903V	Municipal M00	R40	Grayfarms Subdivision Open Space	Conservation Commission			
60185	I TOWN OF LEDYARD	86B	IRON ST	68	1110	86	0.86	903V	Municipal M00	R40	Wellfield for Grayfarms Subdivision	Conservation Commission			
403550	I TOWN OF LEDYARD	172	IRON ST	56	1110	172	11.07	903V	Municipal M00	R40	Saw Mill Park	Historic District Commission / Parks & Recreation Commission			
36300	I TOWN OF LEDYARD	204	IRON ST	56	1110	204	0.07	903V	Municipal M00	R40	Unusable	Conservation Commission			
163484	I TOWN OF LEDYARD	9	JESSICA LN	45	1130	9	1.86	903V	Municipal M00	R60	Open Space	Conservation Commission			
164426	I TOWN OF LEDYARD	3	KALMIA DR	79	1145	3	2.04	903V	Municipal M00	R40	Open Space	Conservation Commission			
403600	I TOWN OF LEDYARD	11	LAUREL LEAF DR	92	1250	11	0.55	903V	Municipal M00	R20	Open Space	Conservation Commission			Conservation Commission
32257	I TOWN OF LEDYARD	26	LAUREL LEAF DR	92	1250	26	0.51	1330	Subdv Open	R20			Vacant Lot		
121873	I TOWN OF LEDYARD	9	LEE BROOK DR	55	1280	9	1.70	903V	Municipal M00	R40	Grayfarms Subdivision Open Space	Conservation Commission			
403625	I TOWN OF LEDYARD	4	LINDEN LN	70	1310	4	1.34	903V	Municipal M00	R60	Undeveloped	Conservation Commission			
158818	I TOWN OF LEDYARD	800	LONG COVE ROAD	109	1340	800R	25.11	903V	Municipal M00	R60	Open Space	Historic District Commission			
	I TOWN OF LEDYARD	37R2	LONG POND RD	73	1360	37R2	0.43	903V	Municipal M00	R60				560/792	

LIST OF REAL PROPERTIES OWNED OR LEASED
BY THE TOWN OF LEDYARD

Account Number	Owners Name	Street # Index	Street Name	Map	Block	Lot	Land Area in Acres	Use Code	Use Descript	Zone	Description	Admin Control	Status of previously unlisted Property	Other Info	Recommendation for admin control
163962	I TOWN OF LEDYARD	16	LORENZ IND PKWY	125	1380	16	0.34	903V	Municipal M00	CIP	Future Right of Way	Mayor			Conservation Commission
34581	I TOWN OF LEDYARD	9	LUCIENNE WAY	99	600	9	13.40	1300	Vacant M00	R60			Vacant Lot		
17601	I TOWN OF LEDYARD	5	LYNN DR	41	1400	5	1.11	903V	Municipal M00	R40	Open Space	Parks & Recreation Commission			
403630	I TOWN OF LEDYARD	24	MEETINGHOUSE LN	85	1540	24	0.48	903V	Municipal M00	R20	PEP Walkway to Playground	Mayor/Public Works			
403640	I TOWN OF LEDYARD	77	MEETINGHOUSE LN	85	1540	77	11.80	903V	Municipal M00	R20	Municipal MDL 00	Conservation Commission			
54901	I TOWN OF LEDYARD	114	MILITARY HWY	106	1590	114	2.89	903V	Municipal M00	CM	Erickson Park	Parks & Recreation Commission			
163077	I TOWN OF LEDYARD	17	MONTICELLO DR	108	1630	17	3.72	1330	Subdv Open	R40	Open Space	Conservation Commission			
7200	I TOWN OF LEDYARD	1	NAOMI DR	25	1670	1	0.33	903V	Municipal M00	R20	Pump Station	WPCA			
120547	I TOWN OF LEDYARD	53	NORMAN DR	77	1680	53	12.25	1330	Subdv Open	R20	Subdivision Open Space	Conservation Commission			
163045	I TOWN OF LEDYARD	7	OAK HILLS TRL	26	1740	7	0.45	903V	Municipal M00	R60	Open Space / Ledge	Conservation Commission			
163050	I TOWN OF LEDYARD	10	OAK HILLS TRL	26	1740	10	0.17	903V	Municipal M00	R60	Open Space	Conservation Commission			
163055	I TOWN OF LEDYARD	14	OAK HILLS TRL	26	1740	14	1.87	903V	Municipal M00	R60	Open Space	Conservation Commission			
164247	I TOWN OF LEDYARD	6	OLD COLONY LN	85	1765	6	1.86	903V	Municipal M00	R20	Open Space	Conservation Commission			
403660	I TOWN OF LEDYARD	9	OLD FORT LN	85	1770	9	0.08	903V	Municipal M00	R20	Walkway to Playground	Mayor/ Public Works		Water Tower ?	WPCA
81755	I TOWN OF LEDYARD	12R	ORCHARD DR	24	1790	12R	1.50	903V	Municipal M00	R40			Vacant Lot		?
32261	I TOWN OF LEDYARD	1A	OSPREY DR	109	1800	1	0.12	1330	Subdv Open	R20			Vacant Lot		
32268	I TOWN OF LEDYARD	29	OSPREY DR	123	1800	29	3.03	1330	Subdv Open	R40	Open Space	Conservation Commission			
163926	I TOWN OF LEDYARD	63	PARTRIDGE HOLLOW RD	122	1850	63	1.02	1330	Subdv Open	R40	Open Space	Parks & Recreation Commission			
163920	I TOWN OF LEDYARD	64	PARTRIDGE HOLLOW RD	122	1850	64	1.52	1330	Subdv Open	R40	Open Space	Parks & Recreation Commission			

LIST OF REAL PROPERTIES OWNED OR LEASED
BY THE TOWN OF LEDYARD

Account Number	Owners Name	Street # Index	Street Name	Map	Block	Lot	Land Area in Acres	Use Code	Use Descript	Zone	Description	Admin Control	Status of previously unlisted Property	Other Info	Recommendation for admin control
163802	I TOWN OF LEDYARD	32	PEACHTREE HILL AVE	112	650	32	0.14	903V	Municipal M00	R60	Road Right of Way	Mayor			
32249	I TOWN OF LEDYARD	41	PHEASANT RUN DR	109	1910	41	0.34	903V	Municipal M00	R20	Open Space / Wetlands	Conservation Commission	Pheasant Run Homeowner's Assoc.?		
150481	I TOWN OF LEDYARD	454	PUMPKIN HILL RD	115	1960	454	1.28	903V	Municipal M00	R60	Open Space	Conservation Commission			
164405	I TOWN OF LEDYARD	542	PUMPKIN HILL RD	100	1960	542	1.30	903V	Municipal M00	R40	Open Space	Parks & Recreation Commission			
	G GROTON TOWN OF	328R	PUMPKIN HILL RD	143	1960	328R	1.1	903V	Municipal M00	R60				106/950	
403700	I TOWN OF LEDYARD	5	RAVENWOOD ROW	49	2020	5	2.42	903V	Municipal M00	R40	Open Space	Conservation Commission			
403710	I TOWN OF LEDYARD	10	ROBIN LN	85	2090	10	0.09	903V	Municipal M00	R20	Walkway to Playground	Mayor/ Public Works			
550	I TOWN OF LEDYARD	1479	ROUTE 12	120	2120	1479	19.91	903V	Municipal M00	R40			Vacant Lot		
1350	I TOWN OF LEDYARD	1567	ROUTE 12	107	2120	1567	1.95	903V	Municipal M00	GFDD			Vacant Lot		
403725	I TOWN OF LEDYARD	1854	ROUTE 12	48	2120	1854	38.30	9033	Public Sch M94	R40	Juliet Long, Gales Ferry & Middle Schools	BOE			
403750	I TOWN OF LEDYARD	1864	ROUTE 12	48	2120	1864	2.45	903V	Municipal M00	R40	Judge Crandall Field	Parks & Recreation Commission			
403775	I TOWN OF LEDYARD	3	ROYAL OAKS DR	2	2140	3	0.11	903V	Municipal M00	R20	Open Space - Stream	Conservation Commission			
403800	I TOWN OF LEDYARD	4	ROYAL OAKS DR	2	2140	4	1.53	903V	Municipal M00	R20	Open Space - Stream	Conservation Commission			
		13	ROYAL OAKS DR				0.12				Boat Launch, Has no account or lot Number Auto Id # is 6039	Parks & Recreation Commission		Water ?	WPCA
164476	I TOWN OF LEDYARD	7A	SABLE DR	97	2145	7	0.34	903V	Municipal M00	R40			Vacant Lot	Water ?	WPCA
164475	I TOWN OF LEDYARD	15A	SABLE DR	97	2145	15	0.20	903V	Municipal M00	R40			Vacant Lot	Water ?	WPCA
164303	I TOWN OF LEDYARD	38	SABLE DR	97	2145	38	2.97	903V	Municipal M00	R40			Vacant Lot		
	I TOWN OF LEDYARD	32A	SAW MILL DR	70	2190	32A	0.19	903V	Municipal M00	R60	Future Road ext			196/710	

LIST OF REAL PROPERTIES OWNED OR LEASED
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Account Number	Owners Name	Street # Index	Street Name	Map	Block	Lot	Land Area in Acres	Use Code	Use Descript	Zone	Description	Admin Control	Status of previously unlisted Property	Other Info	Recommendation for admin control
36302	I TOWN OF LEDYARD	10	SAW MILL DR	70	2190	10	0.66	903V	Municipal M00	R40	Open Space	Conservation Commission			
163702	I TOWN OF LEDYARD	23A	SAW MILL DR	70	2190	23	0.62	903V	Municipal M00	R60	Open Space	Conservation Commission			
163693	I TOWN OF LEDYARD	29A	SAW MILL DR	70	2190	29	0.75	903V	Municipal M00	R60	Open Space	Conservation Commission			
403805	I TOWN OF LEDYARD	32A	SAW MILL DR	70	2190	32	0.19	903V	Municipal M00	R60	Future Road Right of Way	Conservation Commission			
164080	I TOWN OF LEDYARD	480	SHEWVILLE RD	102	2210	480	11.46	903I	Municipal M96	R60	Loftus Wellfield / Open Space	Conservation Commission /WPCA			
103764	I TOWN OF LEDYARD	631	SHEWVILLE RD	71	2210	631	3.64	903V	Municipal M00	R60	Abuts Highland Lake on the East side	Parks & Recreation Commission			
403810	I TOWN OF LEDYARD	639	SHEWVILLE RD	71	2210	639	13.66	903V	Municipal M00	R60	Abuts Highland Lake	Parks & Recreation Commission			
403811	I TOWN OF LEDYARD	639R	SHEWVILLE RD	71	2210	639	0.40	903I	Municipal M96	R60	Within 631 Shewville Rd	Parks & Recreation Commission			
403815	I TOWN OF LEDYARD	657R	SHEWVILLE RD	71	2210	657	14.65	903V	Municipal M00	R60	Municipal MDL 00	Conservation Commission			
134120	I TOWN OF LEDYARD	979	SHEWVILLE RD	18	2210	979	2.39	903V	Municipal M00	R60	Landlocked Open Space				
403812	I TOWN OF LEDYARD	990	SHEWVILLE RD	7	2210	990	9.65	903V	Municipal M00	R60	White Hall Park	Conservation Commission			
403813	I TOWN OF LEDYARD	1020	SHEWVILLE RD	7	2210	1020	21.12	903V	Municipal M00	R60	White Hall Park	Conservation Commission		194/868	
	I TOWN OF LEDYARD	1007	SHEWVILLE RD	7	2210	1007	0.43	903V	Municipal M00	R60				560/789	
164594	I TOWN OF LEDYARD	175	SPICER HILL RD	69	2300	175	2.60	903V	Municipal M00	R40	Open Space	Parks & Recreation Commission			
	I TOWN OF LEDYARD	5	SPOUT RUN	29	2310	5	3	903V	Municipal M00	R40				560/783	
403875	I TOWN OF LEDYARD	130R	STODDARDS WHARF RD	51	2360	130	0.34	903V	Municipal M00	R60		Parks & Recreation Commission			
164376	I TOWN OF LEDYARD	154R	STODDARDS WHARF RD	50	2360	154	5.36	903V	Municipal M00	R60	Vacant MDL 00	Conservation Commission			
403885	I TOWN OF LEDYARD	212	STODDARDS WHARF RD	50	2360	212	14.39	903V	Municipal M00	R40	Pfizer's Field	Parks & Recreation Commission			
403900	I TOWN OF LEDYARD	15	TANGLEWOOD DR	64	2450	15	3.09	903V	Municipal M00	R40	Undeveloped	Conservation Commission			

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69150	I TOWN OF LEDYARD	25	TERRY RD	77	2460	25	0.69	903V	Municipal M00	R20	Unbuildable - Open Space	Conservation Commission			
69151	I TOWN OF LEDYARD	27	TERRY RD	77	2460	27	0.67	903V	Municipal M00	R20	Unbuildable - Open Space	Conservation Commission			
403915	I TOWN OF LEDYARD	71	TOWN FARM RD	86	2510	71	10.25	903V	Municipal M00	R40	Open Space	Parks & Recreation			
403910	I TOWN OF LEDYARD	82	TOWN FARM RD	87	2510	82	60.41	9030	Municipal M94	R60	WWFP & WPCA HQ	WPCA			
403950	I TOWN OF LEDYARD	89	TOWN FARM RD	87	2510	89	8.21	903V	Municipal M00	R60	Town Farm Pond	WPCA			
403925	I TOWN OF LEDYARD	90	TOWN FARM RD	87	2510	90	2.26	9062	Cemetery	R60	Poor Cemetery	Cemetery Committee			
164490	I TOWN OF LEDYARD	15A	TUCKERS RUN	25	2515	15A	0.39	903V	Municipal M00	R40	Open Space & Drainage	Conservation Commission			Conservation Commission
403974	I TOWN OF LEDYARD	12	VAN TASSELL DR	107	2520	12	7.70	9030	Municipal M94	R40	Senior Center	Permanent Commission for Senior Citizens			Conservation Commission
102150	I TOWN OF LEDYARD	8	VILLAGE DR	53	2530	8	2.88	903V	Municipal M00	R40			Vacant Lot		
126205	I TOWN OF LEDYARD	30	VILLAGE DR	53	2530	30	1.21	903V	Municipal M00	R40			Vacant Lot		
403975	I TOWN OF LEDYARD	153	VINEGAR HILL RD	93	2540	153	108.94	903R	Municipal M01	R40	Nathan Lester House & Ledyard Oak	Historic District Commission			



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 22-018

Agenda Date: 9/13/2022

Agenda #: 3.

LAND USE

Subject/Application:

Continued discussion regarding the progress of enforcing regulations to address blight issues.

Background:

The purpose for the LUPPW Committee to review the status of Blight issues was to monitor how effective Ordinance #300-012 (rev 1) 300-012 "*An Ordinance Concerning Blight and Public Nuisance for the Town of Ledyard*" was and to see if the Ordinance needed to be adjusted.

Meeting Action Detail:

LUPPW Cmt Meeting 8/1/2022

File #: 22018 Version: 1

Type: Land Use

Minute Notes: No Action

RECEIVED FOR RECORD

2019 OCT 28 AM 11: 10

Ordinance #300-012 (rev-1)

AN ORDINANCE
CONCERNING BLIGHT AND PUBLIC NUISANCE
FOR THE TOWN OF LEDYARD

Section 1. Purpose/Declaration

It is hereby found and declared that there exist in the Town of Ledyard a number of blighted properties and that continued existence of blighted properties constitutes a continuing nuisance and contributes to the decline of our neighborhoods. Existence of blighted properties adversely affects the economic well-being of the Town of Ledyard.

Section 2. Authority

This Ordinance is enacted pursuant to the Connecticut General Statutes (C.G.S.), Section 7-148(c)(7) and Section 14-150a. This Ordinance is to be enforced as a blight ordinance, pursuant to Section 7-148(c)(7)(H)(xv), and as a nuisance ordinance, pursuant to C.G.S. Section 7-148(c)(7)(E).

Section 3. Scope of Provisions

Many of the blighted properties may be rehabilitated, reconstructed, demolished, cleaned up, groomed, maintained, returned to satisfactory condition or reused to provide decent, safe, sanitary housing or commercial facilities. Such rehabilitation, reconstruction, demolition, cleanup or reuse of the blighted and nuisance properties would eliminate, remedy and prevent adverse conditions.

This Ordinance shall apply to the maintenance of all properties now in existence or hereafter constructed, maintained, or modified but shall exclude: agricultural lands as defined in Section 22-3(b) of the Connecticut General Statutes, land preserved in its natural state through conservation easements, or areas designated as inland wetlands and watercourses.

Section 4. Definitions

For the purpose of this Ordinance, the following words, terms and phrases shall have the following meanings, unless the context indicates otherwise:

- A. Legal Occupancy - Occupancy in accordance with state building, state fire, local zoning, or all other pertinent codes and Connecticut General Statutes.
- B. New Owner Or New Occupant - Per PA 12-146(3)(b) , "new owner" means any person or entity who has taken title to a property, and "new occupant" means any person who has taken occupancy of a property, within thirty days of the notice, of violation and reasonable opportunity to remediate required by C.G.S. 7-148 (c) (7)(h)(xv).
- C. Dilapidated - Any building or structure or part thereof that would not qualify for a Certificate of Occupancy or which is deemed an unsafe structure as defined in the Connecticut State Building Code, or any dwelling or unit which is designated as unfit or unsafe for human habitation as defined by the Connecticut Health Code.
- D. Abandoned Motor Vehicle or Marine Vessel - Any motor vehicle or marine vessel which has the appearance that the owner has relinquished control without the intent of reclaiming it including but not limited to, a vehicle or marine vessel with no marker plates, or one

E. Abandoned Property - Any real property on which there is a vacant structure and on which (1) real property taxes have been delinquent for one year or more and orders have been issued by the Fire Marshal, Building and Zoning Official or Health District and there has been no compliance with these orders within the prescribed time given by such official or within 90 days, whichever is longer, (2) the owner has declared in writing to the Building and Zoning Official that the property is abandoned or (3) there has been a determination by the Zoning Official, in accordance with this Ordinance, that the vacant structure contributes to blight.

F. Blighted Property -Any building, structure or parcel of land in or on which at least one of the following conditions exists:

1. It is dilapidated as documented by the Building and Zoning Official.
2. It is being used for or used as storage or harbor for illegal activity as documented by the Police Department, including criminal activities per investigations, arrest warrant applications and actual arrest convictions.
3. It is a fire hazard as determined by the Fire Marshal or as documented by the Fire Department.
4. The condition of the building, structure or parcel of land constitutes an unsafe structure as defined by the Connecticut Building Code and poses a serious or immediate danger to the safety, health or general welfare of the community as documented by the Building and Zoning Official or by the Health District.
5. It is not being adequately maintained, as determined by the following factors:
 - a. missing or boarded windows or doors, collapsing or missing walls, roof or floors,
 - b. seriously damaged or missing siding, or the building is otherwise dilapidated,
 - c. a structurally faulty foundation, fire damage, or physical hazards,
 - d. rodent harborage and infestation, improper storage of garbage, trash, rubbish, discarded household appliance or furniture, tires, discarded motor vehicle parts,
 - e. an overgrown plot of grass, customarily tended or mowed, adjacent to and/or part of a residence, business, commercial entity, or estate, wherein the grass has not been mowed and has grown to at least nine inches in length,
 - f. peeling or chipping paint exceeding thirty-three percent (33%) of the structure's total exposed surface area.
6. Any unregistered, abandoned or inoperable motor vehicle or marine vessel located on a parcel of land for a period exceeding 30 days.

Exceptions:

- a. Vehicles or marine vessels under cover. One unregistered motor vehicle or marine vessel being offered for sale by the owner or tenant provided said motor vehicle or vessel does not remain on the same property for a period exceeding 60 days.
- b. Motor vehicles located on a property of a business enterprise lawfully licensed by the Town of Ledyard and Connecticut Department of Motor Vehicles.
- c. Any motor vehicle, which is in operable condition specifically adapted or

- i. Only two such vehicles or vessels shall be allowed at one time on the property in question.
 - ii. Parts used in the restoration must be stored in the vehicle or marine vessel or in a structure.
 - iii. Such motor vehicles or marine vessels shall be covered and secured with a cover or tarp, provided the tarp is securely attached whenever work is not being done on them.
 - iv. The brush and growth under and around the motor vehicle(s) or marine vessel(s) shall be controlled and mowed.
- 7. It creates substantial and unreasonable interference with the reasonable and lawful use and enjoyment of other space within the neighborhood as documented by neighborhood complaints, which complaints have been independently substantiated.
 - 8. Its inadequate maintenance or dilapidated condition has led to the cancellation of insurance on proximate properties.
 - 9. Its inadequate maintenance or dilapidated condition has materially contributed to a decline or diminution in property values on proximate properties.
 - 10. It is adjacent to a sidewalk, for which the property's owner, agent, tenant or responsible person is responsible for maintaining safe conditions for the use of the public pursuant to ordinances and regulations of the Town of Ledyard, and its sidewalk is in any way obstructed by or littered with any substance, including trees, bushes, overgrowth, leaves, gravel, dirt, rubbish, garbage, bulky waste or trash, which would in any way impede or imperil public travel upon said sidewalk or render it unsafe.
 - 11. It attracts or harbors rodents, insects, vermin or disease-carrying animals.
- G. Building and Zoning Official - Building Official as defined in C.G.S., Section 29-260.
 - H. Citation Hearing Committee - The Mayor shall appoint one or more Citation Hearing Officer(s), as defined in and pursuant to C.G.S., Section 7-152c to serve on the Citation Hearing Committee.
 - I. Enforcement Officer - The Enforcement Officer(s) are those authorized by the Mayor to take such enforcement actions and to issue citations as specified in this Ordinance.
 - J. Exempt Property - Any property acquired by the Town of Ledyard through foreclosure, eminent domain, or by a deed in lieu of foreclosure would be exempt from the provisions of this Ordinance only during the first six (6) months following the date of the foreclosure, and any building or structure undergoing remodeling being diligently conducted and pursued under an active building permit would only be exempt during such remodeling period.
 - K. Inoperable Motor Vehicle or Marine Vessel - Any motor vehicle or marine vessel that is incapable of performing the function for which it was designed by virtue of missing parts or broken or severely damaged components.
 - L. Marine Vessel - A ship, boat or other craft used in water navigation
 - M. Motor Vehicle - Any device propelled by any power other than human power that is or was

- N. Neighborhood - An area of the Town of Ledyard comprised of premises or parcels of land any part of which is within a radius of 800 feet of any part of another parcel or lot within the Town of Ledyard.
- O. Public View - Visible from any public right of way or neighboring property.
- P. Sidewalk. Any public way adjacent to streets, highways and those public rights of ways used for vehicular traffic that are used for pedestrian traffic.
- Q. Under Cover Completely enclosed in a garage or other building serving the same purpose of a garage.
- R. Unregistered Motor Vehicle or Marine Vessel Any motor vehicle or marine vessel that in its present condition is able to be registered but does not have a valid registration.
- S. Vacant - A period of sixty (60) days or longer during which a building subject to this Ordinance is not legally occupied. Vacant status in and of itself does not constitute a blighted building.

Section 5. Designation of Blighted Property

- A. The Enforcement Officer(s) shall be responsible for determining whether a property which comes to the attention of the Town, whether through written complaint or through the normal operations of the Town, is blighted according to the definitions in this Ordinance.
- B. The Enforcement Officer(s) shall investigate and document conditions of blight, if any, and file a written report with the Mayor or his/her designee. The Enforcement Officer's report shall state whether or not the property is a blighted property within the meaning of this Ordinance. Such report shall be kept by the Town and may be available to the property owner upon request.

Section 6. Property Owner Notification

- 1. Whenever the Town of Ledyard identifies a blighted premises, written notice of the violation shall be given to the owner and/or the occupant of the property, by posting a notice of the violation in a conspicuous location at the blighted premises, and delivering a copy of the notice of the violation to an owner, either by hand delivery or by mail. Said notice shall specify that the owner or occupant has seven days, from the date notice was posted and mailed, to remediate the blighted conditions, or the Town will take enforcement action. In the case of an unidentified owner or one whose address is unknown, the Enforcement Officer shall publish a notice in a local newspaper stating the property is cited for blight and, if applicable, whether the property has been determined to be abandoned.

The notice shall contain the following information:

- a. The address of the affected property.
- b. The exact nature of the violation.
- c. The time allowed for corrective action shall be in accordance with CGS 7-148.
- d. The penalty for continued violation of this Ordinance.
- e. The availability of a hearing procedure before the Blight Appeals Committee pursuant to CGS 7-152c; and
- f. The penalty for violation of this ordinance shall be \$100 for each day that a violation continues.

3. After the expiration of the seven-day period specified in subsection (A) of this section and without the alternate timetable specified in subsection (B) above, the Town of Ledyard, through its designated agents, may enter blighted premises during reasonable hours for the purposes of remediating blighted conditions, provided neither the Town of Ledyard, nor its designated agents, enter any dwelling house or structure on such property. Costs associated with the remediation of blight may be recovered by the Town in accordance with C.G.S. Section 49-73(b).

Section 7. Creation or Continuation of Blighted Property Prohibited

No person, firm or corporation, no owner, agent, tenant, operator, possessor of real property, and no other person responsible for the care, maintenance and/or condition of real property, shall cause or allow any blighted property, as defined in Section II of this Ordinance, to be created or continued.

Section 8. Enforcement: Criminal Violations And Civil Penalties

- A. Criminal Violations: Pursuant to C.G.S. 7-148 (c) (7) (H) (xv), any person or entity who, after written notice and a reasonable opportunity to remediate blighted conditions as specified in Section 6(A) of this Ordinance, willfully violates Section 4 of this Ordinance, may be fined by the State of Connecticut not more than two hundred and fifty dollars (\$250.00) for each day for which it can be shown, based upon an actual inspection of the property on each such day, the blighted conditions continued to exist after written notice to the owner or occupant, as provided in Section 6 (A). This section is designated as a violation pursuant to C.G.S. 53a-27.
 1. No person or entity shall be found guilty of a violation pursuant to Section 7 (A) and a civil penalty pursuant to Section 7 (B) of this Ordinance for the same occurrence.
 2. Any person who is a new owner or occupant shall, upon request, be granted a thirty-day extension of the notice and opportunity to remediate, provided pursuant to Section 6(A), prior to imposition of a fine; if the blight is remediated during said extension, the case shall be dismissed.
- B. Civil Penalties: Any person or entity who fails to comply with Section 4 of this ordinance, and, thereafter, fails to remediate the blighted conditions within five days of the notice provided pursuant to Section 6 (A) may be assessed a civil penalty for each building, structure or parcel of land in violation of this Ordinance. The amount of the civil penalty shall be one hundred dollars (\$100.00) per day. Each day a building, structure or parcel of land remains in violation of this Ordinance shall constitute grounds for the assessment of a separate civil penalty. The issuing officer shall deliver written notice of the civil penalty, either by hand delivery or by mail, to the owner or occupant responsible for the blighted premises. Said notice will include the nature of the violation and the penalty being assessed.
 1. Penalties assessed pursuant to subsection (B) of this section shall be enforceable by citation pursuant to C.G.S. Section 7-152c.
 2. Persons or entities assessed a penalty pursuant to subsection (B) of this section shall remit fines for said violation within ten (10) days of the mailing of notice thereof. The fine imposed shall be payable to the Town of Ledyard. Uncontested payments received pursuant to this subsection shall be inadmissible in any proceeding, civil or criminal, to establish the conduct of the person or entity making the payment.

Section 9. Civil Penalty Citation Hearing Procedure

- A. Notification of right to hearing. At the time that the civil penalty is assessed, the person

1. that the owner may request a hearing to contest the determination of blight and/or the assessed penalty,
2. that the owner must provide a written request for such a hearing within ten days of the date of notification,
3. that if the property owner does not demand such a hearing, an assessment and judgment shall be entered against the property owner
4. that the judgment may be issued without further notice.

B. Rights of the Respondent

1. Admission of Liability. If the property owner who is sent notice pursuant to subsection (A) above wishes to admit liability for any alleged violation, the owner may, without requesting a hearing, pay the full amount of the fines, penalties, costs or fees admitted to in person or by mail in accordance with Section 7 (A) (2) above and remediate the blighted property. Payment shall be inadmissible in any proceeding, civil or criminal, to establish the conduct of the property owner making the payment.
 2. Constructive Admission of Liability. Any person or entity who fails to deliver or mail written demand for a hearing within ten days of the date of the first notice provided for in subsection A above shall be deemed to have admitted liability, and the Citation Hearing Board shall certify the property owner's failure to respond to the Citation Hearing Board. The Citation Hearing Board shall thereupon enter and assess the fines, penalties, costs or fees provided for in this ordinance including per diem penalties retroactive to the original date of expected remediation as specified in Section 6(A) and shall follow the procedures set forth in Section 8 (C) of this ordinance.
 3. Right to Hearing. Any person or entity who requests a hearing shall be given written notice of the date, time and place for the hearing. The hearing shall be held not less than fifteen days, nor more than thirty days, from the date of the mailing of notice, provided, the Citation Hearing Board may grant, upon good cause shown, any reasonable request by any interested party for continuance.
- C. Formal Hearing Procedure. The Citation Hearing Officer shall preside over a hearing which shall be held in the manner outlined in Connecticut General Statutes, Section 7-152c. The Citation Hearing Officer shall render the decision in writing and file it within five days with the Enforcement Officer, the Mayor, and send it by certified mail, return receipt requested, to the property owner or other responsible person and to all parties in the proceedings. The Citation Hearing Officer may decide one of the following:
1. Dismissal. If the Citation Hearing Officer determines that the respondent is not liable, the Citation Hearing Officer shall dismiss the matter, and enter the determination in writing.
 2. Finding of Liability: Assessment. If the Citation Hearing Officer determines that the respondent is liable for the violation, the Citation Hearing Officer shall enter and assess the fines, penalties, costs or fees against the respondent, as provided by the Section 7 (A) including per diem penalties retroactive to the expected date of remediation as set forth in Section 5 (A).

D. Notice of Assessment; Effect.

1. Assessments must be paid to the Town of Ledyard within 10 days of receipt of the Citation Hearing Officer's determination.

judicial district civil courthouse), together with the appropriate entry fee. The certified copy of the notice of assessment shall constitute a record of assessment. Within the twelve-month period, assessments against the same person may be accrued and filed as one record of assessment.

- a. Entry of judgment. The court clerk shall enter judgment in the amount of the record of assessment, and court costs, allowed by the General Statutes, in favor of the Town pursuant to C.G.S. 7152(c).
 - b. Effect of judgment; levy of execution permitted. Notwithstanding any provision of the General Statutes, the Citation Hearing Officer's assessment, when so entered as a judgment, shall have effect of a civil monetary judgment, and a levy of execution on the judgment may issue without further notice, to the respondent.
- E. A decision of the Citation Hearing Officer may be appealed to Superior Court in accordance with the provisions of C.G.S., Section 7-152c(g).

Section 10. Failure to Respond to Citation

- A. If the property owner, agent, tenant or responsible person fails to respond to the citation of blight or is unwilling or unable to rehabilitate, demolish, groom, or maintain the blighted property according to the provisions of this Ordinance, the Town may:
1. Take the necessary steps to acquire blighted properties, which have been certified by the Building and Zoning Official to be abandoned pursuant to the Urban Homestead Act of the Connecticut General Statutes.
 2. Take the necessary steps to acquire and rehabilitate the blighted premises in accordance with the Town of Ledyard Plan of Conservation and Development.
 3. Take the necessary steps to acquire blighted properties using other state or federal means as they may be available.

Section 11. Removal of Abandoned, Inoperable or Unregistered Motor Vehicles

For all properties declared blighted properties within the meaning of this Ordinance as a result of the presence of an abandoned, inoperable or unregistered motor vehicle, which blighted condition has remained in effect for thirty (30) days or which motor vehicle has remained abandoned, inoperable or unregistered on site for thirty (30) days after:

1. Notice by hand delivery or by certified mail, return receipt requested, to the last known address of the owner of the property on which such motor vehicle remains, or the owner of the abandoned motor vehicle, if different from the owner of the property requesting the removal of such motor vehicle; and
2. Notice in a newspaper having a general circulation in the Town of Ledyard.

The Chief of Police may provide for the removal and storage of said motor vehicle or parts thereof. The costs of the removal and storage of said motor vehicle or parts thereof and the costs of notices shall be borne by the owner of the property from which the motor vehicle or parts thereof are removed or, if the owner of the property is not the owner of the abandoned motor vehicle, by the owner of the abandoned motor vehicle.

Any motor vehicle that is removed pursuant to this Ordinance may not be returned to the same property unless it has been made operable and has been registered.

If the costs of the removal and storage of the motor vehicle remain unpaid for a period of thirty (30) days, the Chief of Police may and shall remove the vehicle.

Ledyard at least ten (10) days prior to said auction date. The proceeds of such sale will be used by the Chief of Police to defray the costs of removal, storage and notice. If there should be any money left over after the payment of said costs, the excess proceeds shall be turned over to the owner of the property involved, or if the owner of the property is different from the owner of the abandoned motor vehicle, or if neither property is known, said funds shall be deposited in the General Fund of the municipality.

Any person aggrieved by a notice requesting the removal of a motor vehicle or by the removal of same may, within 15 days of receipt of notice, appeal said ruling to the Citation Hearing Officer. Said appeal shall be heard and appeals may be taken from any such hearing in accordance with the procedures as set forth in the C.G.S., Section 7152c.

Section 12. Collection of Fines Imposed and Costs Incurred

- A. All fines imposed for violation of this Ordinance shall be payable to the Town of Ledyard and deposited in the General Fund.
- B. Upon petition of the property owner, the Town Council may waive and release the penalties and liens (excluding motor vehicle violations) if:
 - 1. The Town of Ledyard acquires the property; or
 - 2. At the time of the sale of the blighted property, in the Town Council's opinion, the buyer has the financial ability and intention and has indicated in writing to the Town Council his, her, or its intent to immediately rehabilitate the blighted property. Failure to rehabilitate the blighted property, within the agreed upon timeframe will result in reinstatement of the previous penalties and liens as well as accrual of additional penalties and liens from the date of the waiver.
- C. Pursuant to C.G.S., Section 7-148aa, any unpaid fine imposed pursuant to this Ordinance shall constitute a lien upon the real estate against which the fine was imposed from the date of such fine. In addition, pursuant to C.G.S. 49-73, any expenses incurred by the Town pursuant to this Ordinance shall be subject to a lien. Said lien may be foreclosed upon and enforced in the same manner as property tax liens. The Town of Ledyard Tax Collector is hereby empowered to place a lien on the land records in the manner as specified by Connecticut General Statutes provided a copy of said lien is mailed by first class mail to the owner as set forth on the most recent tax assessment list.

Section 13. Municipal Abatement

In any action to enforce this Ordinance or to enforce any violation hereof, including the failure to pay a fine or penalty, the Town of Ledyard may recover its costs, any and all fines provided for herein, equitable and legal relief, along with any reasonable attorney fees and its witness fees and such other relief as permitted by law.

Section 14. Administrative Responsibility

The Enforcement Officer(s) may prescribe administrative procedures necessary for the purpose of effectuating this Ordinance, which procedure shall be approved by the Town Council.

Section 15. 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 16. Violation

Section 17. Effective Date

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

Amended, Adopted and by the Ledyard Town Council on: October 23, 2019

Linda C. Davis
Linda C. Davis, Chairman

Fred Allyn, III
Fred Allyn, III, Mayor

Approved/Disapproved on: 10/24/2019

Published on: October 31, 2019

Effective Date: November 21, 2019

Patricia A. Riley
Patricia A. Riley, Town Clerk

Revision: Ordinance #130 "*Town of Ledyard Blight Ordinance*" Adopted March 12, 2013.

History: The Twenty-fourth Town Council (2017- 2019) Ordinance Update Initiative: Renumbered Ordinance #130 "*Town of Ledyard Blight Ordinance*" to Ordinance #300-012. No changes were made to the Ordinance (Town Council September 25, 2019 meeting).

2013: Ordinance #130 "*Town of Ledyard Blight Ordinance*" was adopted after several years of work and debate. The intent of the Ordinance is to protect property values by providing the town with another tool to deal with problem properties in town, such as foreclosed properties/bank owned properties that have not been maintained for years. The Ordinance provides the town with a tool to request the bank mow the grass, trim the hedges, etc., because the neighbors are affected by the unmaintained property. The Ordinance also enabled the Town to request certain commercial and industrial properties be cleaned up and be maintained. The intent of the Ordinance is not intended to cause conflict between neighbors.

2019: The "*An Ordinance Concerning Blight and Public Nuisance for the Town of Ledyard*" was a complete rewrite of the Town of "*Ledyard Blight Ordinance*", to more clearly define the intent.



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 22-019

Agenda Date: 9/13/2022

Agenda #: 4.

LAND USE

Subject/Application:

Potential future uses for the 101.80-acre Clark Farm property located at 1025 Colonel Ledyard Highway.

Background:

On May 22, 2007 the Townspeople approved to a land swap with the Mashantucket Pequot Tribal Nation as follows:

- The Town gave the MPTN Indiantown Park (119 Indiantown Road)
- The MPTN gave the Town Clark Farm

The signing of the land swap took place on September 4, 2007.

Since that time the Town has entered to a Lease Agreement with Mr. Majcher to farm a portion of the Clark Farm.

The Town renewed a Lease with Mr. Majcher in 2021. He noted the term of the Lease was *five years* and that the Tenant agreed to pay rent in the amount of *\$80 per acre for 20.29 acres* located on the parcel at *1025 Colonel Ledyard Highway, total payment of \$1,623.20 per year for designated area*. The rent was being paid on an annual basis and that the Lease was expanded to include an additional 5.30 acres located on the west side of the Joe Clark Brook.

The reason Mr. Majcher requested increasing the term of his lease from one (1) year to five (5) years was because he was looking to grow hay instead of silage corn because the market for corn was declining.

Mr. Majcher has been leasing 18.70 acres at 1025 Colonel Ledyard Highway on the east side of the Joe Clark Brook at a rate of \$80.00 per acre. He stated in addition to increasing the term of the Lease that Mr. Majcher had also requested leasing about 5.03 acres on the west side of Joe Clark Brook for a total of approximately 24 acres.

Because of the work to farm the west side of the Brook involved bush hogging to clear and prepare the land for planting that it would take about two - three years before there would be any hay production. Therefore, the “*Lease Amendment Agreement*” included language to address the land on the west side of the Joe Clark Brook relative to the needed improvements to cross the brook and to delay rent on the land on the west side of the Brook unit it was ready for farming. Eversouce has since cleared the area on the west side of the Joe Clark Brook for the installation of the High-Tension Power Lines, which has helped Mr. Majcher with his planting of crops.

The northern part of the Tri-Town Trail (Bluff Point to Preston Plains Park) runs along the Clark Farm as well.

Background:**LUPPW Cmt Meeting 8/1/2022**File #: [22019](#)<https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5741900&GUID=1D385F0B-B766-4FE6-9094-44797DE5F972>

Version: 1

Type: Land Use Title: Potential future uses for the 101.80-acre Clark Farm property located at 1025 Colonel Ledyard Highway

Councilor Rodriguez noted New Business Item #2 on tonight's agenda regarding Mr. Sean Moriarty's "*Ledyard Garden*" proposal. She questioned whether there were any restrictions on the Clark Farm that would require the property to revert back to its original owners if the town were to sell a portion of the property.

Chairman Dombrowski provided some background explaining on September 4, 2007 the Town and the Mashantucket Pequot Tribal Nation signed documents for a land swap regarding the following properties for the consideration of \$1.00:

- Town gave the MPTN Indiantown Park (119 Indiantown Road)
- MPTN gave the Town the Clark Farm(1025 Colonel Ledyard Highway)

Chairman Dombrowski stated the townspeople approved the land swap on May 22, 2007 via the voting machines. He stated currently the Town was leasing a portion of the Clark Farm to Mr. Walter Majcher to grow hay. He stated that he was not aware of any such land restrictions that Councilor Rodriguez was asking about.

Action: Continue

LEASE AMENDMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____ between the Town of Ledyard, (Landlord) a municipal corporation situated in the County of New London and State of Connecticut (address: 741 Colonel Ledyard Highway, Ledyard, Connecticut 06365) and Walter Majcher (Tenant) of 188 Brickyard Road, Town of Preston, State of Connecticut, situated in the County of New London and State of Connecticut.

Property Description - The Landlord hereby leases to the tenant, to occupy and use for agriculture and related purposes the property located at 1025 Colonel Ledyard identified as A-8.1-F1 and A-12.1-F2 consisting of approximately 24.00 acres situated in Ledyard, Connecticut. 18.70 acres are located on the east side of Joe Clark Brook, while an additional 5.30 acres are located on the west side of Joe Clark Brook. (See attached map, "Addendum A"). Herein, the "Leased Premises".

Term of Lease - The provisions of this agreement shall be in effect for five (5) years commencing on the _____ day of _____, 2021 and ending on _____, 2026. This five-year lease shall continue to be in effect thereafter unless written notice of termination is given by either party to the other at least-ninety (90) days prior to expiration of this lease or the end of any year of continuation.

Review of Lease - A written request is required for general review of the lease or for consideration of proposed changes by either party, at least sixty (60) days prior to the final date for giving notice to terminate the lease as specified above.

Partnership - It is particularly understood and agreed that this lease shall not be deemed to be, nor intended to give rise to a partnership relation between the Landlord and Tenant.

Transfer of Property - If the Landlord should sell or otherwise transfer title to the leased premises, such action will be done subject to the provisions of this lease.

Right of Entry - The Landlord, as well as agents and employees of the Landlord, reserve the right to enter the property at any reasonable time to (a) consult with the Tenant; (b) make repairs, improvements, and inspections; and (c) (after notice of termination of the Lease is given) do tilling, seeding, fertilizing, and any other customary seasonal work, none of which is to interfere with the Tenant in carrying out regular operations.

No right to sublease – The Landlord does not convey to the Tenant any right to lease or sublet any part of the Leased premises or to assign the Lease to any person or persons whomsoever.

Use of land - The land shall be used for agricultural purposes only. If it is impractical to farm the entire Leased premises, that portion of the land not used for farming shall be maintained to include regular mowing and brush removal. It is agreed the Tenant shall provide the labor necessary to maintain the leased premises during the Lease term and any renewal thereof, in as good condition as it was at the Lease commencement. Normal wear, depreciation and damage beyond the Tenant's control are expected. Tenant shall use diligence to prevent noxious weeds from going to seed on the Leased premises. Treatment of noxious weed infestation shall be in accordance with generally accepted farm practice for the State of Connecticut. The Tenant shall control soil erosion in accordance with an approved conservation plan and shall keep in good repair all terraces, open ditches, inlets and outlets of drains, preserve all established watercourses or ditches including grassed waterways; and refrain from any operation or practice that will injure or destroy such structures. Prior to application, the Tenant shall provide a list of fertilizers, pesticides, herbicides or other "agents" applied to the soil.

Structures – The Lease does not include the use of any structure currently standing on the property. The Tenant agrees not to erect or permit to be erected on the property any non-removable structure or building or add any electrical wiring, plumbing to any free-standing structure without the prior written consent of the Landlord.

Improvements – The Landlord agrees to allow the Tenant to make minor improvements of a temporary or removable nature which do not mar the condition or appearance of the Leased premises such as cutting brush to enable crossing the brook to access the lot on the west side of said brook. Improvements would be made at the at the Tenant's expense and in accordance with the Town's required permitting process and Land Use approvals.

Obligation – Neither party hereto shall pledge the credit of the other party hereto for any purpose whatsoever without the prior written consent of the other party. Neither party shall be responsible for debts or liabilities incurred, or damages caused by the other party.

Insurance – At all times during the Term of this Lease, the Tenant shall, at its sole cost and expense, procure and maintain for the benefit of itself and the Town, sufficient insurance meeting the Town's requirement of \$1,000,000.00 general liability. The Town shall be named as an additional insured and a certificate of insurance displaying compliance with said requirements shall be provided to the Town prior to Tenant commencement of use of the Leased premises.

Rent – The Tenant agrees to pay rent in the amount of \$80 per acre for 18.70 acre parcel on the east side of Joe Clark Brook and located on 1025 Colonel Ledyard Highway, total payment of \$1,496.00 per year for designated area. No rent shall be due

on the 5.30 acre parcel located on the west side of the Joe Clark Brook until such time the land is made suitable for farming purposes by the Tenant; at which time the total rent payment for the rent due would be adjusted. Rent shall be due on the date of the signing of this Lease and yearly thereafter on the anniversary of the Lease signing.

TENANT AND LANDLORD HEREBY CONSENT AND AGREE TO ALL OF THE TERMS AND CONDITIONS NAMED ABOVE.

TOWN OF LEDYARD

Witness

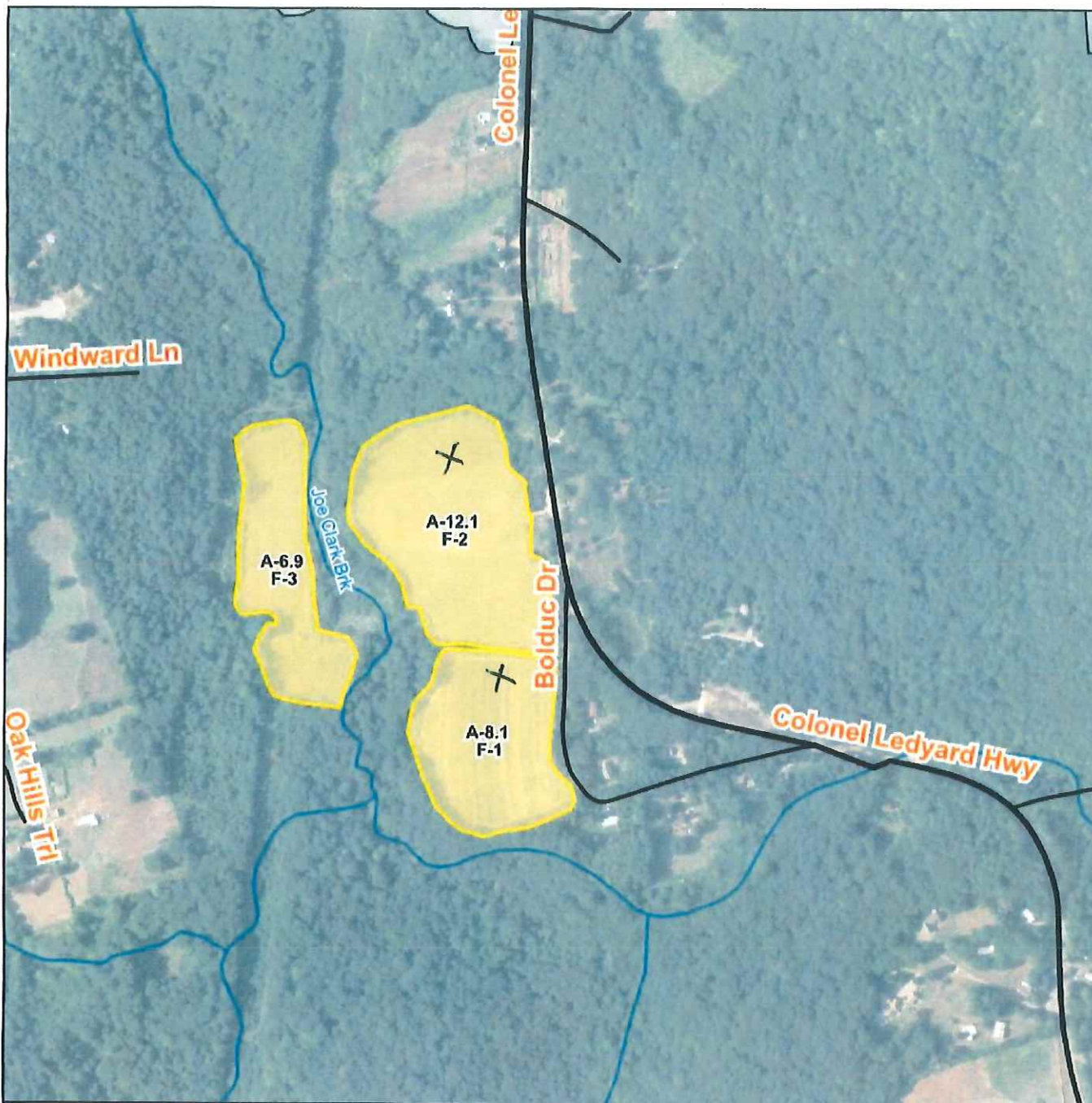
By _____
Fred B. Allyn, III, Mayor

Witness

By _____
Walter Majcher, Tenant

ADDENDUM A (Leased Premises)





Acreage Reporting Form

MAJCHER, WALTER G
 188 Brickyard Rd -
 Preser CT 06365
 Crop Year: 2017

CLARK FARM

NEW LONDON, CT
 please call me at
 860-367-6645

FN:238, T:260

CT-951-598286

Hi I would still like to lease the Clark Farm. I need to drop my lease on property at 1087 Colonel Ledyard Highway do not have a market for the crop on this property. But need to add just the acreage on the Clark Farm

Remarks:

Property would like to lease for 2018 crop year. marked with an X
 Field F-1 A-8.1 (8.1 acres)
 Field F-2 A-12.1 (12.1 acres)
 Total of 20.2 acres.

Property across Joe Clark Bk cannot use due to wetlands this makes up the additional
 Total acreage of the property
 F-3 A-6.9 + wetlands.

INSTR # 2007003225
VOL 00446 PG 0596
RECORDED 09/04/2007 12:56:16 PM
CALVIN K. BROUWER
TOWN CLERK LEDYARD CT
NO CONVEYANCE TAX

Warranty Deed

**TO ALL MEN TO WHOM THESE PRESENTS SHALL COME,
GREETING:**

KNOW YE, THAT THE TOWN OF LEDYARD, a municipal corporation located in New London County in the State of Connecticut, for the consideration of **ONE (\$1.00) DOLLAR** and other valuable consideration received to its full satisfaction of **THE MASHANTUCKET PEQUOT TRIBAL NATION**, a federally recognized American Indian Tribe of the Town of Mashantucket, County of New London and State of Connecticut, (Mailing Address: 2 Matt's Path, Mashantucket, Connecticut 06338) does hereby grant, bargain, sell and confirm unto the said **MASHANTUCKET PEQUOT TRIBAL NATION**, a certain tract or parcel of land located in the Town of Ledyard, County of New London and State of Connecticut, known as **119 Indiantown Road**, more particularly described in Schedule A, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto it the said grantee its successors and assigns forever, to its and their own proper use and behoof.

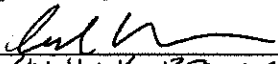
AND ALSO, the said grantor does for its successors and assigns, covenant with the said grantee its successors and assigns, that at and until the ensembling of these presents it is well seized of the premises, as a good indefeasible estate in **FEE SIMPLE**; and has good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as hereinbefore mentioned.

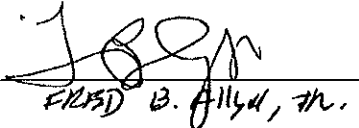
AND FURTHERMORE, the said grantor does by these presents bind itself and its successors and assigns forever to **WARRANT AND DEFEND** the above granted and bargained premises to its the said grantee, its successors and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal this 4th day of September, Two Thousand and Seven.


Signed, Sealed and Delivered
in presence of:

THE TOWN OF LEDYARD



CALVIN K. BROUWER


FRED B. ALLEN, JR.

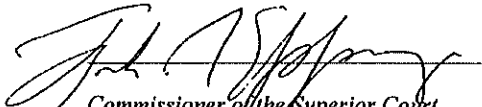


By: SUSAN B. MENDENHALL
Its Mayor
Duly Authorized

STATE OF CONNECTICUT
COUNTY OF NEW LONDON

Ss: MASHANTUCKET
LEDYARD September 4, 2007

On this the 4th day of September, 2007, before me, the undersigned officer, personally appeared SUSAN B. MENDENHALL, who acknowledged him/herself to be the MAYOR of the Town of Ledyard, and that he/she as such MAYOR, being authorized to do so, executed the foregoing instrument for the purposes therein contained.



Commissioner of the Superior Court
Notary Public FRANK N. ESPINO
My commission expires _____

BROWN JACOBSON P.C.

190337 Warranty Deed - Ledyard/MPTN
ATTORNEYS AT LAW
22 COURTHOUSE SQUARE P.O. BOX 361 NORWICH, CONNECTICUT 06360-0361
JURIS # 06537 (860) 889-3321

SCHEDULE A

A certain tract or parcel of land being situated in the Town of Ledyard, County of New London and State of Connecticut and bounded and described as follows:

Beginning at the Southwesterly corner of said tract at the corner of land now or formerly of Thomas Main and adjoining Pequot Indian Land, so-called;

Thence running Northerly by said Pequot Indian land and land now or formerly of Charles Stanton about 125 rods;

Thence Easterly by land now or formerly of Elias R. Maine 173 rods to the corner of land formerly of said Stanton and formerly of said Thomas Main;

Thence Southerly by the Easterly side of the public highway by the stone wall to land formerly of said Thomas Main;

Thence Westerly by said Main land about 35 rods;

Thence Northwesterly by land formerly of said Thomas Main about 15 rods to a heap of stones on the wall;

Thence Westerly by land formerly of Thomas Main to the place of beginning, containing about 95 acres of land, more or less.

Reference is made to a Warrantee Deed dated May 27, 1960 recorded in Volume 32, Page 476 of the Ledyard Land Records.

INSTR # 2007003224 VOL 00446 PG 0594 RECD 09/04/2007 12:44:26 PM
CALVIN K. BROUNER TOWN CLERK LEDYARD CT
NO CONVEYANCE TAX

Warranty Deed

**TO ALL MEN TO WHOM THESE PRESENTS SHALL COME,
GREETING:**

KNOW YE, THAT the MASHANTUCKET PEQUOT TRIBAL NATION a/k/a the MASHANTUCKET PEQUOT TRIBE, a federally recognized American Indian Tribe of the Town of Mashantucket, County of New London and State of Connecticut, for the consideration of **ONE (\$1.00) DOLLAR** and other valuable consideration received to its full satisfaction of **THE TOWN OF LEDYARD**, a Municipal Corporation located in New London County in the State of Connecticut, (Mailing Address: 741 Colonel Ledyard Highway, Ledyard, Connecticut 06339) does hereby grant, bargain, sell and confirm unto the said **TOWN OF LEDYARD** a certain tract of parcel of land, located in the Town of Ledyard, County of New London and State of Connecticut, known as Clark Farm Road, more particularly described in Schedule A, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto it the said grantee its successors and assigns forever, to its and their own proper use and behoof.

AND ALSO, the said grantor does for its successors and assigns, covenant with the said grantee its successors and assigns, that at and until the ensealing of these presents it is well seized of the premises, as a good indefeasible estate in **FEE SIMPLE**; and has good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as hereinbefore mentioned.

AND FURTHERMORE, the said grantor does by these presents bind itself and its heirs, and assigns forever to **WARRANT AND DEFEND** the above granted and bargained premises to it the said grantee, its successors and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal this 4th day of September, Two Thousand and Seven.

*Signed, Sealed and Delivered
in presence of:*

Mashantucket Pequot Tribal Nation

Kenneth M. Reels
Kenneth M. Reels
Charles Sones
Charles Sones

Michael J. Thomas
By: MICHAEL J. THOMAS
His CHAIRMAN
Duly Authorized

STATE OF CONNECTICUT
COUNTY OF NEW LONDON

ss: Mashantucket September 4, 2007

On this the 4th day of September, 2007, before me, the undersigned officer, personally appeared Michael J. Thomas, who acknowledged him/herself to be the Chairman of the Mashantucket Pequot Tribal Nation, and that he/she as such Chairman being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Henry Jacobson
Henry Jacobson
Commissioner of the Superior Court
Notary Public
My commission expires _____

BROWN JACOBSON P.C.

190338 - Warranty Deed - MPTN/Ledyard

ATTORNEYS AT LAW

22 COURTHOUSE SQUARE P.O. BOX 391 NORWICH, CONNECTICUT 06360-0391

JURIS # 06537 (860) 889-3321

SCHEDULE A

A certain tract or parcel of land, with the buildings thereon, situated on the westerly sides of Colonel Ledyard Highway and Bolduc Drive (the old Poquetanuck-Ledyard Center Road), in the Town of Ledyard, County of New London and State of Connecticut, bounded and described as follows:

Beginning on the westerly line of Colonel Ledyard Highway at the southeasterly corner of land now or formerly of Edwin H. and Edna J. Christensen and running thence westerly by said Christensen land and land now or formerly of Karl M. and Susan P. Wirmann to land now or formerly of A. Gilbert Hagen; thence southerly to said Hagen land to a point then easterly by said Hagen land and land now or formerly of Earl B. Geer to land now or formerly of Elroy J. and Rosa Anna Bolduc; thence northerly, easterly, northerly and easterly by said Bolduc land to land now or formerly of Katherine Wojtkiewicz; thence easterly by said Wojtkiewicz land to the westerly line of Bolduc Drive; and thence northerly by the westerly line of said Bolduc Drive and the westerly line of Colonel Ledyard Highway to the point of beginning.

Subject to the following easements:

Easements from Joseph A. Clark and Fannie L. Clark to the Eastern Connecticut Power Company dated December 7, 1917 and recorded in Volume 12, page 158, and December 14, 1918 and recorded in Volume 12, page 211 of the Ledyard Land Records.

Easement from Joseph A. Clark and Fannie M. Clark to the Connecticut Light and Power Company dated September 19, 1951 and recorded in Volume 21, page 219 of the Ledyard Land Records.

Subject also to the following:

Zoning and building restriction, ordinances, and regulations now or hereafter adopted by said town, village, municipality, or other governmental authority having jurisdiction of the premises or any part thereof.

Covenants, restrictions, declarations, easements, and agreements, if any, of record.

Together with and subject to a reservation to discharge water as stated in deed dated April 9, 1936 and recorded in Volume 16, page 147 of the Ledyard Land Records.

Said parcel is shown on maps recorded in the Land Records of the town of Ledyard as #1390 and #1391 entitled "MAP SHOWING PROPERTY OF THE 1025 GROUP RT 117 COLONEL LEDYARD HWY LEDYARD, CONNECTICUT date 11-14-87 scale 1" = 100' sheets 1 of 2 and 2 of 2 STRAUSS ENGINEERING ASSOCIATES, Inc., Avon, Connecticut".

Reference is made to the quit claim deed from Federal Deposit Insurance Corporation as Receiver of New England Savings Bank to Mashantucket Pequot Tribe dated August 23, 1994 and recorded August 25, 1994 in Volume 245, page 375 of the Ledyard Land Records.

Section 5. Expiration

This Ordinance shall remain in effect only until September 30, 2022, and as of that date is repealed, unless a later enacted ordinance, enacted prior to September 30, 2022, deletes, extends or amends that date.

Moved by Councilor Jones, seconded by Councilor Wadecki
Discussion: Councilor Jones noted that a Public Hearing regarding the proposed Ordinance was held earlier this evening. He provided a recap of the purpose of the proposed ordinance and he stated that it would provide a property tax exemption just for the investment in the renewable energy source itself and not for the property or structure that it may be mounted on. He stated that the ordinance is structured to last fifteen years unless the legislative body of the town acts to cancel it sooner, or renew it. Councilor Williams stated that he would not support the proposed tax exemption ordinance being considered this evening because he believes that we need to be investing in nuclear energy and not on things that have not been proven to work. However, he stated that he admires those who are investing in alternative energy. Councilor Wadecki stated that providing a tax exemption to those who are willing to try to help this country save energy is an inexpensive way to reward them for the money they have spent. She stated that regardless of what we think they should be using to supplement their energy consumption that these residents are not using as much fossil fuel as the rest of us are using. Councilor Davis stated that these alternative energy structures do not add value to your property; therefore, she stated that it should not increase their property taxes. She stated that she would support the proposed ordinance being considered tonight. Councilor Johnson stated that it is great that people make an investment in alternative energy sources and he noted that Mr. Cohen showed his electric bill, which had a charge of 0.00, at the Public Hearing that was held earlier this evening. He stated that he would support the proposed ordinance.

VOTE:

8 – 1 Approved and so declared (Williams not in favor)

4.

MOTION to appropriate \$9,000 from—Account 001-001-090-0190 (Council Contingency) to account 001-0020-120-000 (Auditor's Fee) for additional costs.

Moved by Councilor Jones, seconded by Councilor Wadecki

Discussion: Councilor Jones stated that initially the request to pay for these additional fees was for \$15,000. However, he explained that the Finance Committee met with Mr. Centofanti of Kostin Ruffkess concerning these fees. He stated that the Finance Committee was not pleased with the lack of specificity of the bills. He stated that the Finance Committee concedes that they are not going to be able to recreate detail that was not recorded at the time, and that the bills need to be paid. He stated that they have reached an agreement with the Auditor that going forward the town will expect that the Auditor will clearly notify the Finance Director of any work that needs to be done outside the scope of the regular audit work so that the town will have an opportunity to decide if they want the Auditor to perform that work. He stated that the General Government owes Kostin Ruffkess \$9,000 for work that was over and above what should have been done to get the audit done. Councilor Wadecki stated there were several reasons why work beyond the scope of the regular audit was needed, and she stated that it was not all on the General Government side. She stated that the Auditor was able to break the bills out between the General Government, Board of Education, and WPCA. She stated the Finance Committee made it very clear that the town would not continue to pay bills that were not itemized.

VOTE:

9 – 0 Approved and so declared

General Items

5. MOTION to authorize the Mayor to sign the "Land Exchange Agreement" as contained in the draft dated November 27, 2006, concerning the Town of Ledyard owned property commonly known as Indian Town Park located at 119 Indiantown Road and the Mashantucket Pequot Tribe owned property commonly known as Clark Farm located 1025 Colonel Ledyard Highway.

Moved by Chairman Allyn, seconded by Councilor Champagne Discussion: Chairman Allyn stated that the Land Exchange Agreement calls for due diligence for both parties. He stated that the goal is to include the question of the land exchange on the annual budget referendum in May. He stated that the timeline to accomplish that goal dictates that the process must get started for both parties to conduct their due diligence prior to the town meeting and the referendum. He stated that by authorizing the Mayor to sign the Agreement does not bind the Town to anything, and that the Agreement contains escape clauses for both parties. He continued to explain that the Town Clerk is researching whether this item can appear on a referendum. Councilor Jones noted that the Agreement was drafted in November 2006, and therefore, it would need to be re-dated, however, he noted that in Paragraph 9 there is a place for a date, and he questioned what that date should be? Councilor Davis stated that it was her understanding that the blank should be "the closing date". Councilor Wadecki questioned whether they should be making changes to a document that the Town Attorney drafted and that has been agreed upon by the parties. She also questioned whether the Mashantucket Pequot Tribe has voted to sign the agreement. Chairman Allyn responded stating that the Town Council or the Town have not voted on the Agreement, however, he stated that the Mashantucket Pequot Tribe has been polled and they did want to sign the Agreement. Councilor Wadecki expressed concern that the questions that were asked a year ago have not been answered and she noted that the LUPPW Committee reported earlier this evening that several questions remain to be answered before the town meeting/referendum is held. She stated that without the answers to these questions that she would not be able to vote on this matter. Councilor Jones agreed that the answers need to be provided to our citizens before the townspeople are asked to vote on this matter, however, he stated that to make the May 2007 referendum that they do need to get the process started to begin due diligence, and he noted that the Land Exchange Agreement provides sixty (60) days for this to occur. Councilor Johnson stated that he continues to have concerns regarding the annexation issue, if the Mashantucket Pequot Tribe desires to annex the land after the swap. He stated that by not opposing annexation now that the Town might lose the next round in the future. He stated that he strongly disagrees with Perkins Coie Attorney Bauer's letter dated June 6, 2006 in which he stated that it would not have an effect on future court cases. He stated that you do not know what a judge will rule on any given day. Councilor Graebner stated that she wants the town to have the opportunity to vote on this matter, however, she stated that she was hesitant to make this recommendation tonight because they have still do not have the answers to the questions that were asked a year ago. Councilor Davis noted that the answers to the questions were not substantive. Councilor Williams stated that he agreed that the town should have the opportunity to vote on this matter. Councilor Champagne requested clarification stating that they would be voting to authorize the Mayor to sign the Agreement with the following stipulations:

- (a) The dates throughout the agreement be updated; and
- (b) Paragraph 9 be revised as follows:
 - 9. In the event that either party, upon examination, finds that the title to the premises said party is to receive is not good and marketable, the respective party shall, prior to the closing date ~~2006~~ deliver written notice to the conveying party of the particular defects encountered, and the closing, if necessary, shall be postponed for thirty (30) days. During the period prior to closing, the conveying party may endeavor, at said conveying party's expense, to cure the defects of which notice has been given. If, at the said time of closing, the conveying party is unable to convey good or marketable title, the receiving party shall have the option of:
 - (A) Accepting such title as the conveying party can then convey without change in the purchase price; or
 - (B) Declare an unwillingness to accept such title, whereupon this agreement shall terminate, and all rights of the parties hereunder shall terminate and cease.

It is agreed that no matter shall be construed as an encumbrance or defect in title unless the same shall be so construed under the Standards of Title of the State Bar Association of Connecticut, where applicable.

Chairman Allyn stated that was correct.
7 - 2 Approved and so declared (Johnson, Wadecki not in favor)

VOTE:

6. MOTION to recommend the Town accept a property transfer/exchange of Town owned Indiantown Park located at 119 Indiantown Road for the Mashantucket Pequot Tribe owned Clark Farm property located at 1025 Colonel Ledyard Highway in accordance with the "Land Exchange Agreement".

In addition, set a Town Meeting date to be held on May 21, 2007 at 7:30 p.m. at the Ledyard High School Auditorium; and at its conclusion submit the following question to a vote upon the voting machines between the hours of 6:00 a.m. and 8:00 p.m. on May 22, 2007:

"Shall the Town of Ledyard accept a property transfer/exchange of Town owned Indiantown Park located at 119 Indiantown Road for the Mashantucket Pequot Tribe owned Clark Farm property located at 1025 Colonel Ledyard Highway?"

Moved by Chairman Williams, seconded by Councilor Champagne

Discussion: Chairman Allyn stated that the words "*in accordance with the "Land Exchange Agreement"*" will allow the town meeting item not to occur if either party withdraws in accordance with the Land Exchange Agreement. He stated that the Town Clerk is checking with the Town Attorney to see if this item can be included on the voting machines. Councilor Jones questioned whether this item was time sensitive and whether they needed to recommend that the Town accept the property transfer tonight. The Town Council discussed that the Annual Town Meeting for the budget will be held on May 21st and the Referendum on May 22nd. Councilor Jones noted the cost saving to the town by not having a separate referendum for the land exchange question, and he noted the voter turn out for the Town's Annual Budget Referendum. Councilor Wadecki stated that a referendum on a voting machine is not required for this item. Councilor Williams stated that this motion is the Town Council's opportunity to weigh in on the matter, therefore, he stated that he would support making this recommendation to the town. Chairman Allyn stated that his recommendation to the town regarding the land exchange is subject to the Land Exchange Agreement and the results of the due diligence. He stated that if the due diligence discloses things that are not acceptable that he would not be in favor of the land exchange. Councilor Johnson noted that on November 16, 1993 a special town meeting that adjourned to a referendum on the voting machines approved the following question: "*Shall the Town of Ledyard through the Town Council and Mayor oppose acquisition in trust (e.g. annexation) by any governmental entity of any land in Ledyard for the benefit of an Indian Tribe when such land is located outside the boundaries of that Tribe's federally recognized reservation, including any acquisition pursuant to 25 C. F. R. Part 151.*" He stated that since they are not mentioning annexation in the "Land Exchange Agreement" that it could potentially lead to the annexation of land. He requested that Chairman Allyn seek the Town Attorney's opinion as to whether this violates that referendum. Chairman Allyn requested a copy of the November 16, 1993 referendum question/results. The Town Council took a recess to review the Town Charter.

Chairman Allyn called a recess at 8:20 p.m.

Chairman Allyn called the meeting to order at: 8:40 p.m.

Continued discussion: Councilor Champagne read Chapter VII; Section 8 of the Town Charter concerning the sale or purchase of property. He also discussed the time involved for the referendum ballots to be printed. Councilor Jones stated that because they were not much more than sixty (60) days away from the town meeting date/referendum that it would be a shame to miss a State Statute requirement to submit this question in time for the May 22, 2007 referendum. Therefore, he stated that because the motion "to recommend the Town accept a property transfer/exchange of Town owned Indiantown Park located at 119 Indiantown Road for the Mashantucket Pequot Tribe owned Clark Farm property located at 1025 Colonel Ledyard Highway included the language in accordance with the "Land Exchange Agreement"" that he withdrew his concern and he recommended that the Town Council act on this item tonight. Chairman Allyn stated that he would prefer that the Town Council act on this motion tonight and for the Town Council to come back at a later date and reverse their decision should the need arise.

VOTE: 7 - 2 Approved and so declared (Johnson, Wadecki not in favor)

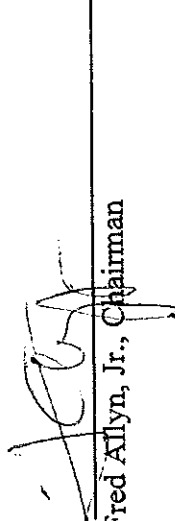
XIV. ADJOURNMENT

Councilor Wadecki moved to adjourn, seconded by Councilor Johnson
VOTE: 9 - 0 Approved and so declared. The meeting was adjourned at 8:50 p.m.



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

I, Fred Allyn, Jr., Chairman of the Ledyard Town Council,
hereby certify that the above and foregoing is a true and correct
copy of the minutes of the regular Town Council meeting held
on March 14, 2007.

Attest: 
Fred Allyn, Jr., Chairman

THE LAW OFFICES OF

**O'Brien, Shafner,
Stuart, Kelly &
Morris, P.C.**

A PROFESSIONAL CORPORATION

Matthew Shafner
Carolyn P. Kelly
Granville R. Morris
Frank N. Eppinger
Mark E. Block
Lloyd L. Langhammer
Richard J. Pascal
Eric M. Janney

Lynn T. Cravinho
Richard L. Gross
Gary W. Huebner
Thomas F. Collier
Meredith E. Russell
Matthew J. Curtiss
Jeffrey P. Allen

Of Counsel
John C. O'Brien
Peter F. Stuart
Amy M. Stone
Michele J. Delmhorst

Respond to:

475 Bridge Street

P.O. Drawer 929

Groton, CT 06340

Tel. (860) 445-2463

Fax (860) 445-4539

May 11, 2007

138 Main Street

P.O. Box 310

Norwich, CT 06360

Tel. (860) 889-3855

Fax (860) 886-6352

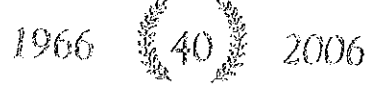
54 Halls Road

P.O. Box 69

Old Lyme, CT 06371

Tel. (860) 434-4150

Fax (860) 434-4156



Celebrating 40 Years of Service

Fred Allyn, Jr.
Chairman, Ledyard Town Council
12 Case Street, Suite 204
Norwich, CT 06360

RE: Proposed Land Swap- Clark Farm/Indiantown Park

Dear Mr. Allyn and Members of the Town Council:

I am in receipt of your inquiry dated May 8, 2007 asking certain questions pertinent to the proposed land swap between the Town of Ledyard and the Mashantucket Pequot Tribal Nation ("MPTN") regarding the Clark Farm and Indiantown Park. Specifically, you have asked for clarification on three items:

(1) An analysis of Connecticut General Statutes Sections 7-131n and 7-131i with specific thought to comments made by Mr. David Bainbridge.

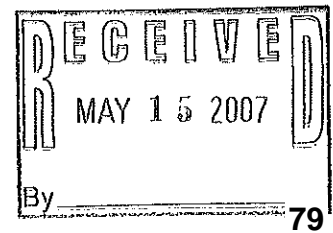
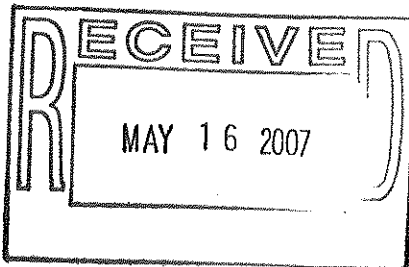
(2) A question about the Town Meeting and Resolution regarding the Land Swap and the issue of potential annexation of the land to be transferred to the MPTN.

(3) A question about anything existing in the Town's land records or other public records regarding whether the Indiantown Park land was ever formally dedicated for park purposes.

I. Analysis of CGS Sec. 7-131n and 7-131i as applicable to this proposal

I have reviewed both of the above referenced statutes and believe that they do not apply to the proposed land swap but can certainly be used by the Mayor, Town Council and Town Meeting as a guide should any of those parties/entities wish to impose certain conditions hereafter.

CGS Sec. 7-131i provides that "...land acquired or developed by any municipality, for which a state grant was awarded under sections 7-131d to 7-131k, inclusive, shall not be conveyed other



THE LAW OFFICES OF
**O'Brien, Shafner,
Stuart, Kelly &
Morris, P.C.**

A PROFESSIONAL CORPORATION

Fred Allyn, Jr.
May 11, 2007
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FILE NO.

than to another municipality or to the state for use for recreation or conservation or converted to any use other than recreation or conservation..." As Attorney Stacy Haines of my office stated in her December 28, 2006 letter on this proposal, it seems evident that the Town of Ledyard purchased the Indiantown Park land from Mr. Eaton Goldthwaite in 1960 using an appropriation of town funds in the amount of \$3,250.00. Therefore, with no evidence that any State grant monies were used to acquire or develop this parcel, I do not believe that this statute is applicable to this matter.

CGS Sec. 7-131n, to which Mr. Bainbridge refers, is subject to further interpretation. On the one hand, the plain language of that statute references the concept of a "taking" of land for highway or other purposes. The statute says in relevant part that "[i]f any municipality takes any land, for highway or other purposes, which land was purchased for park or other recreational or open space purposes, ... or which had been dedicated for such purposes, such municipality shall provide comparable replacement land at least equal in value and per unit area size to the value and per unit area size of the land taken..." The use of the word "takes" would infer that the legislature was concerned about the use of eminent domain to take land that had been dedicated for use as a park and utilize it for some other purpose. There are no court cases that my office could locate that address or interpret this particular statute. Clearly, the municipality's "taking authority" is not being used here. The Town Meeting is deciding on a mutual conveyance of real estate between the Town and the MPTN.

However, if a court were to interpret the use of the word "takes" in the statute as meaning, in a broader sense, changing the use of a property from dedicated park land to some other use (whether by the Town or the MPTN would not matter), then an argument can be made that Section 7-131n applies at least to the extent of the Town replacing the acreage of conveyed park area either within the land to be acquired from the MPTN (the "Clark Farm") or elsewhere. The Town, however, pursuant to this statute would need to identify the area of replacement open space lands.

There is no question that the land at Indiantown Park had previously been "dedicated" for park purposes. Therefore, any possible claim regarding the aforementioned statute would rest upon an interpretation of the "taking" language. As I mentioned earlier, plausible interpretations can be made using the eminent domain reference (not our case here) but also the broader definition that simply changing the ownership and/or use of the dedicated park/open space lands would trigger the statute's requirements that replacement land be found.

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II. Issue of Annexation.

As you know the MPTN, as a federally recognized tribal nation, retains certain rights to petition the federal government to allow for the annexation of lands owned by the tribe into Trust status. A discussion of or questions about possible annexation would be a legitimate topic for the Town Meeting to address. The MPTN has not indicated any intent to annex the land which would be conveyed to them pursuant to the proposed land swap but obviously that position may change in the future.

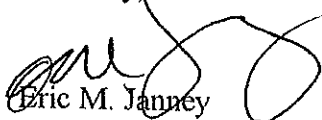
III. Information Regarding Dedication of by the Town of Ledyard of Indiantown property as a Park

The concept of dedication to a certain purpose can be illustrated in a number of ways. In some cases a municipal entity formally passes a Resolution or Ordinance dedicating a parcel to a particular purpose (e.g. dedicating a parcel for highway purposes). However, in my opinion, even without a formal vote or resolution regarding dedication, a municipality can exhibit that it has treated or intended a parcel as dedicated to a particular purpose over time.

In the case of the property known as Indiantown Park, it is clear that the Town of Ledyard had dedicated this land for park purposes involving at one time both active and passive recreational activities. The Town in approximately 1977 abandoned those uses since the maintenance of the land was not feasible and the park has been closed since that time.

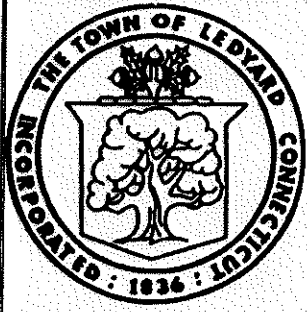
As you know, I will be out of the office on vacation but Attorney Frank Eppinger of my Groton office is available to you for further discussion on the above-named topics. Frank is also Town Attorney for the Town of North Stonington and thus is well versed in the unique aspects of transactions involving the MPTN. He can be reached at 445-2463.

Sincerely,



Eric M. Janney
Town Attorney Town of Ledyard
cc: Mayor Susan B. Mendenhall

H:\wp\emj\save\landswapltr



INFORMATIONAL FORUM
MAY 14, 2007
LAND EXCHANGE/PROPERTY TRANSFER
INDIANTOWN PARK/CLARK FARM

Frequently Asked Questions and Answers:

Q: What does this proposed “land swap” involve?

A: The Town of Ledyard owns a 76.8 acre parcel located at 119 Indiantown Road, Ledyard and the Mashantucket Tribe owns 102.1 acres (former Clark Farm) located at 1025 Col. Ledyard Hwy, Ledyard.

Q: What are the “terms” of the proposed swap?

A: The “trade” is proposed to be an “even swap” of the 2 parcels.

Q: Why should the Town of Ledyard seek to own the former Clark Farm?

A: Ownership of the Clark Farm property will provide valuable options within the long term planning for our Town.

Q: Did this proposed “swap” just come up?

A: No, in 2003 the Town’s Plan of Conservation & Development identified the property both in terms of short and mid range objectives as being of strategic importance for several reasons.

Q: What are those reasons?

A: The Town has educational, recreational, economic needs, as well as protection of natural resources well into the future.

Q: Is there a plan now for “use” of the Clark Farm?

A: No. The plan is to first acquire the superior asset that can be used to meet future demands and place the Town in a position to meet economic development, conservation and facility needs. The future utilization should be carefully considered before establishing any “plans”.

- Q:** Why would relinquishing the ownership of the land on Indiantown Road not have negative effects?
- A:** The Indiantown Road property was purchased in 1960 without specific limitations but was used for recreation until the mid 1970's. It proved to not be suitable and recreational use was terminated about 1978. It can not be effectively used to meet facility needs. It has very little potential to our Town.
- Q:** If the Clark Farm is such a "superior asset" why would the Mashantucket Tribe be willing to engage in the "swap"?
- A:** The land on Indiantown Road is adjacent to, but not within, the boundaries of the Tribal Reservation. That physical location seems to be the prime motivator of their interest in "swapping".
- Q:** Has the Town investigated the Clark Farm to determine presence of any environmental hazards?
- A:** Yes. Terms of the Land Contracts give both sides the opportunity to investigate, and if hazards are discovered, to terminate the Agreement. A Phase I Environmental review of the Clark Farm is being conducted and expected to be completed soon.
- Q:** When was the land on Indiantown Road purchased and for what purpose?
- A:** The Town obtained the land by vote of the Town Meeting and a Warranty Deed in June of 1960. No specific purposes were detailed in the transaction.
- Q:** Were funds from the State of Ct or Federal Government involved in the purchase?
- A:** No, only local funds were used in the amount of \$3,250.
- Q:** How will the "swap" affect local tax revenue?
- A:** The present property taxes being paid on the Clark Farm are approximately \$8,900. Ledyard would forgo those taxes and receive approximately \$7,100 on the land transferred to the Mashantucket Tribe.
- Q:** Why has this proposed "land swap" been placed on the May 22nd Referendum with the Annual Budget?
- A:** This transaction is considered to be very important to Ledyard in the process of Planning for the future. The Referendum Tuesday May 22nd affords the best opportunity for the maximum number of residents to participate in the decision.

Please exercise your right and responsibility to participate in the Budget decision, advisory questions, and "land swap" by voting on May 22nd!

ADDENDUM TO LAND EXCHANGE AGREEMENT

This Addendum, made this _____ day of March, 2007, between **TOWN OF LEDYARD**, a duly existing municipality of the State of Connecticut with an address at 741 Colonel Ledyard Highway, Ledyard, Connecticut, acting herein by **SUSAN B. MENDENHALL**, Its Mayor (hereinafter referred to as the "Town"), and **THE MASHANTUCKET PEQUOT TRIBE**, whose mailing address is PO Box 3060, 2 Matts Path, Mashantucket, Connecticut (hereinafter referred to as the "Tribe").

WITNESSETH:

WHEREAS, the Town and the Tribe entered into a Land Exchange Agreement (the "Agreement"), whereby the Town and the Tribe agreed to exchange with each other the properties commonly known as Indian Town Park and Clark Farm both located in the Town of Ledyard, Connecticut;

WHEREAS, the Town and the Tribe have agreed to modify certain terms of said Land Exchange Agreement; and

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 4 of said Agreement shall be deleted and the following shall be inserted:

- 4. The parties shall have sixty (60) days from the date of this Agreement to obtain all necessary municipal and tribal approvals for the exchange of the herein referenced property. If all municipal or tribal approvals cannot be obtained within the said sixty (60) day period, the time for this contingency shall be extended if the parties can reach mutual agreement as to a date to allow sufficient time to receive all necessary approvals. If either party cannot obtain the necessary approvals within the agreed upon time period, either party may terminate this agreement by giving written notice to the other party; and

2. Paragraph 5 of said Agreement shall be deleted and the following shall be inserted:

5. The parties will provide the other party, including its inspectors and representatives, reasonable access to their respective properties to conduct its Due Diligence pursuant to Paragraph 3 above and to inspect the property prior to the closing. The parties agree to provide no less than 48 hours advance notice prior to entering onto the property in question. In the event any test holes are dug or other disturbance shall occur the property shall be restored to its prior condition as soon as possible. The parties agree to defend and hold each other harmless from any claims made against the property owner by virtue of the action of the other party, its employees or agents; and

3. Paragraph 7B of said Agreement shall be deleted and the following shall be inserted:

B. Addressed to the Tribe at:

Attn: Tribal Council Chairman
Mashantucket Pequot Tribe
PO Box 3060
2 Matts Path
Mashantucket, CT 06338-3060

with a copy to:

Jackson T. King Jr., General Counsel
MPTN Office of Legal Counsel
PO Box 3060
2 Matts Path
Mashantucket, CT 06338-3060

4. Paragraph 10 shall be amended to include the following language:

Specifically the following are noted as to Clark Farm:

Easements from Joseph A. Clark and Fannie L. Clark to the Eastern Connecticut Power Company dated December 9, 1917 and December 14, 1918.
Easement from Joseph A. Clark and Fannie M. Clark to the Connecticut Light and Power Company dated September 19, 1951.

5. This Addendum may be signed in one or more counterparts, each of which is deemed to be an original, and all of which together constitute one and the same instrument. Documents obtained via facsimile machines will also be considered originals.

6. All of the other terms and conditions of the Land Exchange Agreement shall remain in full force and effect as if repeated herein except for the modifications provided in this Addendum.

(The remainder of the page intentionally left blank)

Dated at _____, Connecticut this _____ day of March, 2007

Signed, Sealed and Delivered
in the Presence of:

TOWN OF LEDYARD

By: _____
Susan B. Mendenhall, Its Mayor

STATE OF CONNECTICUT
COUNTY OF NEW LONDON

}
} ss: Ledyard March _____, 2007
}

Personally appeared, Susan B. Mendenhall, acting herein for the Town of Ledyard, who acknowledged the signing of the foregoing instrument to be its and her free act and deed, before me,

Commissioner of the Superior Court/
Notary Public
My Commission Expires

Dated at _____, Connecticut this _____ day of March, 2007

Signed, Sealed and Delivered
in the Presence of:

MASHANTUCKET PEQUOT TRIBE

By:
Its
Duly authorized

STATE OF CONNECTICUT
COUNTY OF NEW LONDON

} ss: _____ March _____, 2007

Personally appeared, _____, acting herein for the
MASHANTUCKET PEQUOT TRIBE, who acknowledged the signing of the foregoing
instrument to be its and his/her free act and deed, before me,

Commissioner of the Superior Court/
Notary Public
My Commission Expires

O'BRIEN, SHAFNER, STUART, KELLY & MORRIS, P.C.

475 Bridge Street, Groton, Connecticut 06340
(860) 445-2463 - Telephone
(860) 448-1267 - Telecopier

FACSIMILE TRANSMITTAL COVER SHEET

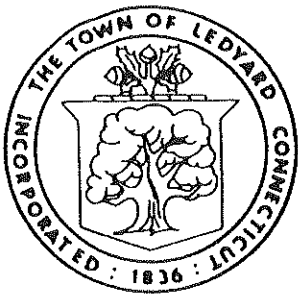
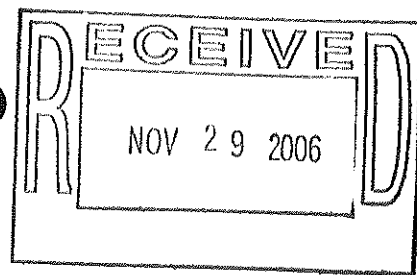
DATE:	March 28, 2007
TO:	Mayor Susan B. Mendenhall Town Council
FAX #:	860-464-8455 860-464-1485
FROM:	Jeffrey Allen
RE:	Land Exchange Agreement

(Please call Jeffrey Allen at 860-445-2463 if you have any problems with this transmission)

NUMBER OF PAGES TRANSMITTED 1 (Including Cover Page)

MESSAGE:
Land Exchange Agreement

NOTE: This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you receive this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.



TOWN OF LEDYARD
CONNECTICUT
OFFICE OF THE MAYOR

Susan B. Mendenhall
Mayor

Mark J. Bancroft
Mayoral Assistant

741 Colonel Ledyard Highway
Ledyard, CT 06339-1551
(860) 464-3222
FAX (860) 464-8455

November 27, 2006

Chairman Fred Allyn Jr.
Ledyard Town Council
741R Colonel Ledyard Highway
Ledyard, Connecticut 06339

Re: Land Exchange Agreement

Dear Chairman Allyn:

The Town Attorney has forwarded the Land Exchange Agreement with the Mashantucket Pequot Tribal Nation for the Clark Farm/Indiantown Park transfer.

Please provide your comments/recommendations directly to Attorney Stacy Haines at 445-2463.

Sincerely,

Susan B. Mendenhall
Mayor

**O'Brien, Shafner,
Stuart, Kelly &
Morris, P.C.**

A PROFESSIONAL CORPORATION

Matthew Shafner
Carolyn P. Kelly
Granville R. Morris
Frank N. Eppinger
Mark E. Block
Lloyd L. Langhammer
Richard J. Pascal
Eric M. Janney

Lynn T. Cravinho
Richard L. Gross
Stacy A. Haines
Thomas F. Collier
Meredith E. Russell
Megan E. Miller
Matthew J. Curtiss
Jeffrey P. Allen

Of Counsel

John C. O'Brien
Peter F. Stuart
Amy M. Stone
Michele J. Delmhorst

LED900:4TOL

Respond to:

475 Bridge Street
P.O. Drawer 929
Groton, CT 06340
Tel. (860) 445-2463
Fax (860) 445-4539

138 Main Street
P.O. Box 310
Norwich, CT 06360
Tel. (860) 889-3855
Fax (860) 886-6352

54 Halls Road
P.O. Box 69
Old Lyme, CT 06371
Tel. (860) 434-4150
Fax (860) 434-4156

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1966  2006

Celebrating 40 Years of Service

November 22, 2006

Mayor Susan B. Mendenhall
Town of Ledyard
741 Colonel Ledyard Highway
Ledyard, CT 06359

Attorney Jackson King
Mashantucket Pequot Tribal Nation
PO Box 3060
Mashantucket, CT 06338

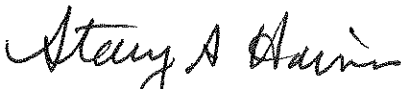
Re: Land Exchange Agreement

Dear Mayor Mendenhall and Attorney King:

Enclosed for each of you is the Land Exchange Agreement between the Town of Ledyard and The Mashantucket Pequot Tribe for your review.

After reviewing the document, please call me at 445-2463 with your comments.

Very truly yours,


Stacy A. Haines

SAH:sd

Enclosure

LAND EXCHANGE AGREEMENT

AGREEMENT dated this day of November, 2006, by and between THE TOWN OF LEDYARD, a municipality located within the County of New London and State of Connecticut, (herein referred to as the "Town"), and THE MASHANTUCKET PEQUOT TRIBE, whose mailing address is PO Box 3060, Indiantown Road, Ledyard, Connecticut (herein referred to as the "Tribe").

WHEREAS, the Town and the Tribe own property, respectively, in the Town of Ledyard, Connecticut commonly known as Indian Town Park and Clark Farm.

WHEREAS, the Town and the Tribe desire to exchange with each other the aforementioned properties, respectively.

WITNESSETH:

NOW, THEREFORE, the Town and the Tribe agree as follows:

1. The Town shall convey to the Tribe property commonly known as Indian Town Park in Ledyard, Connecticut further bounded and described in Schedule A (a copy of which is attached hereto); and
2. The Tribe shall convey to the Town property commonly known as Clark Farm in Ledyard, Connecticut further bounded and described in Schedule B (a copy of which is attached hereto); and
3. The parties shall have a period of sixty (60) days from the date of this Agreement to perform all due diligence they may choose to perform ("DUE DILIGENCE"), including, but not limited to, an environmental review of the respective properties. If the above referenced environmental review indicates that further environmental investigations are required, the above referenced sixty (60) day period shall be extended by a sufficient amount of time to complete any further environmental study. If any Due Diligence report is not satisfactory to either party then said party may terminate this Agreement by giving written notice to the other party; and
4. The parties shall have sixty (60) days from the date of this Agreement to obtain all necessary municipal and tribal approvals for the exchange of the herein referenced property. If all municipal or tribal approvals cannot be obtained within the said sixty (60) day period, the time for this contingency shall be extended to a mutually agreed upon date to allow sufficient time to receive all necessary approvals. If either party cannot obtain the necessary approvals said party may terminate this agreement by giving written notice to the other party; and
5. The parties will provide the other party, including its inspectors and representatives, reasonable access to their respective properties to conduct its Due Diligence pursuant to Paragraph 3 above and to inspect the property prior to the closing; and
6. The closing shall take place thirty (30) days after all necessary municipal and tribal approvals have been obtained.
7. All notices ("Notice") required to be given by this Agreement will be in writing and will be effective as of the date on which such Notice is delivered:

A. Addressed to the Town at:
Town of Ledyard
741 Colonel Ledyard Highway
Ledyard, Ct 06339

with a copy to:
Eric M. Janney
O'Brien, Shafner, Stuart, Kelly & Morris, PC
PO Drawer 929
475 Bridge Street
Groton, CT 06340.

B. Addressed to the Tribe at:
Mashantucket Pequot Tribe
PO Box 3060
Indiantown Road
Ledyard, Ct 06339

with a copy to:

8. The deeds shall be Connecticut form of Warranty Deed in proper form, and shall be duly executed and acknowledged and delivered to convey to the grantee, or the grantee's assigns, the absolute fee of the above premises, free of all encumbrances except as herein stated. Said deeds shall also be delivered with grantor's executed forms and acknowledgment of payment for the necessary amounts of the Connecticut State and Municipal Real Estate Conveyance Tax if any as required by Section 12-494, as amended, of the Connecticut General Statutes.
9. In the event that either party, upon examination, finds that the title to the premises said party is to receive is not good and marketable, the respective party shall, prior to _____, 2006 deliver written notice to the conveying party of the particular defects encountered, and the closing, if necessary, shall be postponed for thirty (30) days. During the period prior to closing, the conveying party may endeavor, at said conveying party's expense, to cure the defects of which notice has been given. If, at the said time of closing, the conveying party is unable to convey good or marketable title, the receiving party shall have the option of:
 - (A) Accepting such title as the conveying party can then convey without change in the purchase price; or
 - (B) Declare an unwillingness to accept such title, whereupon this agreement shall terminate, and all rights of the parties hereunder shall terminate and cease.

It is agreed that no matter shall be construed as an encumbrance or defect in title unless the same shall be so construed under the

or hereafter adopted by said town, village, municipality, or other governmental authority having jurisdiction of the premises or any part thereof;

- (B) Covenants, restrictions, declarations, easements, and agreements, if any, of record provided that such covenants, restrictions, declarations, easements and agreements do not interfere with the current reasonable use of the premises or impair the marketability of the title to the premises;
- (C) Such other additional items as are set forth in and annexed to the legal description of said premises as aforesaid.

- 11. If either party shall fail to perform any of the material covenants and agreements contained herein to be performed by it, the other party may, as its remedy, either (i) terminate this Agreement or (ii) pursue its remedies for breach of contract as may be available at law and in equity, including without limitation, the remedy of specific performance.
- 12. This Agreement may be signed in one or more counterparts, each of which is deemed to be an original, and all of which together constitute one and the same instrument. Documents obtained via facsimile machines will also be considered as originals.

Dated this day of November, 2006 at , Connecticut.

IN WITNESS WHEREOF:

TOWN OF LEDYARD

Witness

By: Susan B. Mendenhall, Its Mayor
Duly authorized

Witness

STATE OF CONNECTICUT }
 }ss:
COUNTY OF NEW LONDON }

November , 2006

Personally appeared, Susan B. Mendenhall, acting herein for the Town of Ledyard, who acknowledged the signing of the foregoing instrument to be its and her free act and deed, before me,

Commissioner of the Superior Court/
Notary Public
My Commission Expires

SCHEDULE "A"

A certain tract or parcel of land lying and being situate in the Town of Ledyard, County of New London and State of Connecticut, bounded and described as follows:

Beginning at the southwesterly corner of said tract at the corner of land now or formerly of Thomas Main and adjoining Pequot Indian land, so-called; thence running northerly by said Pequot Indian land and land now or formerly of Charles Stanton about 125 rods; thence easterly by land now or formerly of Elias R. Maine, 173 rods to the corner of land formerly of said Stanton and formerly of said Thomas Main; thence southerly by the easterly side of the public highway by the stone wall to land formerly of said Thomas Main; thence westerly by said Main land about 35 rods; thence northwesterly by land formerly of said Thomas Main about 15 rods to a heap of stones on the wall; thence westerly by land formerly of Thomas Main to the place of beginning.

Containing about 95 acres of land, more or less.

SCHEDULE "B"

A certain tract or parcel of land, with the buildings thereon, situated on the westerly side of Colonel Ledyard Highway and Bolduc Drive (the old Poquetanuck-Ledyard Center Road), in the Town of Ledyard, County of New London and State of Connecticut, bounded and described as follows:

Beginning on the westerly line of Colonel Ledyard Highway at the southeasterly corner of land now or formerly of Edwin H. and Edna J. Christiansen and running thence westerly by said Christiansen land and land now or formerly of Karl M. and Susan P. Wirmann to land now or formerly of A. Gilbert Hagen; thence southerly to said Hagen land to a point, then easterly by said Hagen land and land now or formerly of Earl B. Geer to land now or formerly of Elroy J. and Rosa Anna Bolduc; thence northerly, easterly, northerly and easterly by said Bolduc land to land now or formerly of Katherine Wojtkiewicz; thence easterly by said Wojtkiewicz land to the westerly line of Bolduc Drive; and thence northerly by the westerly line of said Bolduc Drive and the westerly line of Colonel Ledyard Highway to the point of beginning.



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 22-020

Agenda Date: 9/13/2022

Agenda #: 5.

LAND USE

Subject/Application:

Status update regarding security and safety concerns regarding Park on East Drive

Background:

Residents have expressed concerns regarding illicit behavior and safety concerns at the Park on East Drive.

Residents have met with the Mayor Allyn, III, Police Chief John Rich, and Parks & Recreation Director Scott Johnson, Jr. to discuss some vulgar graffiti that had been painted in the park.

Many town departments have been involved to try to resolve issues, including the Mayor's Office, Police Department, Public Works Department, and the Parks & Recreation Department.

With the warmer weather activity at East Street Park was expected to increase the Police Department would be step up patrols.

Land Use Director/Town Planner:

(type text here)

Meeting Action Detail:

LUPPW Cmt Meeting 8/1/2022

File #: [22020 <https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5741901&GUID=42D8BE98-A4A3-47E4-9E1B-A36DA8A27DF6>](https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5741901&GUID=42D8BE98-A4A3-47E4-9E1B-A36DA8A27DF6) Version: 1

Type: Land Use

Title: Status update regarding security and safety concerns regarding Park on East Drive

Councilor Paul noted the Community Relations cancelled their July 20, 2022 Regular Meeting and held an Informal Conversation with residents at the Park on East Drive. He stated about 15 residents attended the event along with many Town Councilors and Parks & Recreation Director Scott Johnson, Jr. He stated the idea was to discuss important issues regarding safety concerns at the Park. He noted at times the conversation was a bit contentious, but overall, it turned out to be a positive event, noting that they discussed a number of good ideas to bring back to their respective committees and the neighbors were encouraged to continue to talk to each other and to become more involved in the process as well. He stated although the progress has been slow that they have made some headway with the installation of additional lighting

and brush removal. He stated they learned a lot about the Park and a lot about each other.

Councilor Rodriguez stated that she agreed that the Informal Conversation with residents at the Park on East Drive on July 20, 2022 was a little heated at times. However, she stated that they were moving in the right direction. She also noted that Parks & Recreation Director Scott Johnson, Jr. stated the Parks & Recreation Commission would hold their September 20, 2022 meeting at the Park on East Drive.

[Action: Continue](#)



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 22-193

Agenda Date: 9/13/2022

Agenda #: 6.

AGENDA REQUEST
GENERAL DISCUSSION ITEM

Subject:

Continued discussion regarding Public Act #21-29 *“An Act Concerning The Zoning Enabling Act, Accessory Apartments, Training For Certain Land Use Officials, Municipal Affordable Housing Plans And A Commission On Connecticut’s Development And Future”*.

Background:

THE LUPPW Committee has been keeping an eye on the Planning & Zoning Commission’s work regarding Public Act #21-29

The Planning & Zoning Commission May 12, 2022 Public Hearing regarding a proposed Zoning Regulation revision pertaining to Accessory Dwelling Units was continued to June 14, 2022 and continued again to June 28, 2022.

Should the Planning & Zoning Commission decided to adopt the proposed Accessory Dwelling Units Regulation, they would then decide to Opt-Out of Public Act #21-29.

The Planning & Zoning Commission’s proposed Accessory Dwelling Units Regulation currently complied with the State’s Accessory Dwelling Units Regulation provided in Public Act #21-29 *“An Act Concerning The Zoning Enabling Act, Accessory Apartments, Training For Certain Land Use Officials, Municipal Affordable Housing Plans And A Commission On Connecticut’s Development And Future”*.

The Planning & Zoning Commission has recognized by having their own Accessory Dwelling Units Regulation that it would provide Ledyard with flexibility in the future to add other restrictions such as minimum lot requirements, etc.

If Ledyard does not Opt-Out of Public Act #21-29 they would be locked into the State’s Accessory Dwelling Unit Regulations.

Meeting Action Detail:

LUPPW Cmt Meeting 8/1/2022

File #: [22193 <https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5741907&GUID=00E3BA57-516C-4B6C-AF8F-7C069AD09142>](https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5741907&GUID=00E3BA57-516C-4B6C-AF8F-7C069AD09142) Version: 1

Type: General Discussion

Title: Continued discussion regarding Public Act #21-29 “An Act Concerning The Zoning Enabling Act, Accessory

Apartments, Training For Certain Land Use Officials, Municipal Affordable Housing Plans And A Commission On Connecticut's Development And Future". □

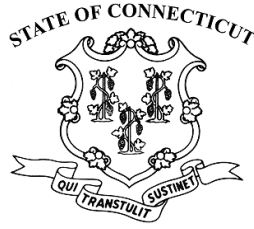
Minutes Note:

Chairman Dombrowski stated at their July 28, 2022 meeting the Planning & Zoning Commission approved Application PZ#22-7RA regarding comprehensive revisions to all sections of the Zoning Regulations, which also included proposed Regulations for Accessory Dwelling Units (ADU). He explained the next step in the process was for the Planning & Zoning Commission to vote to forward a recommend to the Legislative Body (Town Council) to Opt-Out of State's "*Act Concerning The Zoning Enabling Act, Accessory Apartments, Training For Certain Land Use Officials, Municipal Affordable Housing Plans And A Commission On Connecticut's Development And Future*".

The LUPPW Committee noted by Ledyard having their own Accessory Dwelling Unit Regulations (ADU) that the Town would have more flexibility going forward and would not be locked into the State's Accessory Dwelling Unit (ADU) Regulations.

Chairman Dombrowski stated that he would expect the Planning & Zoning Commission's recommendation to *Opt-Out of Public Act #21-29* to come before the LUPPW Committee at their September 13, 2022 meeting. He stated to *Opt-Out of the Public Act #21-29 ADU* that it would require a two-thirds vote of the Town Council.

Action: Continue



Substitute House Bill No. 6107

Public Act No. 21-29

AN ACT CONCERNING THE ZONING ENABLING ACT, ACCESSORY APARTMENTS, TRAINING FOR CERTAIN LAND USE OFFICIALS, MUNICIPAL AFFORDABLE HOUSING PLANS AND A COMMISSION ON CONNECTICUT'S DEVELOPMENT AND FUTURE.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. Section 8-1a of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

(a) "Municipality" as used in this chapter shall include a district establishing a zoning commission under section 7-326. Wherever the words "town" and "selectmen" appear in this chapter, they shall be deemed to include "district" and "officers of such district", respectively.

(b) As used in this chapter and section 6 of this act:

(1) "Accessory apartment" means a separate dwelling unit that (A) is located on the same lot as a principal dwelling unit of greater square footage, (B) has cooking facilities, and (C) complies with or is otherwise exempt from any applicable building code, fire code and health and safety regulations;

(2) "Affordable accessory apartment" means an accessory apartment that is subject to binding recorded deeds which contain covenants or

Substitute House Bill No. 6107

restrictions that require such accessory apartment be sold or rented at, or below, prices that will preserve the unit as housing for which, for a period of not less than ten years, persons and families pay thirty per cent or less of income, where such income is less than or equal to eighty per cent of the median income;

(3) "As of right" means able to be approved in accordance with the terms of a zoning regulation or regulations and without requiring that a public hearing be held, a variance, special permit or special exception be granted or some other discretionary zoning action be taken, other than a determination that a site plan is in conformance with applicable zoning regulations;

(4) "Cottage cluster" means a grouping of at least four detached housing units, or live work units, per acre that are located around a common open area;

(5) "Middle housing" means duplexes, triplexes, quadplexes, cottage clusters and townhouses;

(6) "Mixed-use development" means a development containing both residential and nonresidential uses in any single building; and

(7) "Townhouse" means a residential building constructed in a grouping of three or more attached units, each of which shares at least one common wall with an adjacent unit and has exterior walls on at least two sides.

Sec. 2. Section 8-1c of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

(a) Any municipality may, by ordinance, establish a schedule of reasonable fees for the processing of applications by a municipal zoning commission, planning commission, combined planning and zoning commission, zoning board of appeals or inland wetlands commission.

Substitute House Bill No. 6107

Such schedule shall supersede any specific fees set forth in the general statutes, or any special act or established by a planning commission under section 8-26.

(b) A municipality may, by regulation, require any person applying to a municipal zoning commission, planning commission, combined planning and zoning commission, zoning board of appeals or inland wetlands commission for approval of an application to pay the cost of reasonable fees associated with any necessary review by consultants with expertise in land use of any particular technical aspect of such application, such as regarding traffic or stormwater, for the benefit of such commission or board. Any such fees shall be accounted for separately from other funds of such commission or board and shall be used only for expenses associated with the technical review by consultants who are not salaried employees of the municipality or such commission or board. Any amount of the fee remaining after payment of all expenses for such technical review, including any interest accrued, shall be returned to the applicant not later than forty-five days after the completion of the technical review.

(c) No municipality may adopt a schedule of fees under subsection (a) of this section that results in higher fees for (1) development projects built using the provisions of section 8-30g, as amended by this act, or (2) residential buildings containing four or more dwelling units, than for other residential dwellings, including, but not limited to, higher fees per dwelling unit, per square footage or per unit of construction cost.

Sec. 3. Subsection (j) of section 8-1bb of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

(j) A municipality, by vote of its legislative body or, in a municipality where the legislative body is a town meeting, by vote of the board of selectmen, may opt out of the provisions of this section and the [provision] provisions of subdivision (5) of subsection [(a)] (d) of section

Substitute House Bill No. 6107

8-2, as amended by this act, regarding authorization for the installation of temporary health care structures, provided the zoning commission or combined planning and zoning commission of the municipality: (1) First holds a public hearing in accordance with the provisions of section 8-7d on such proposed opt-out, (2) affirmatively decides to opt out of the provisions of said sections within the period of time permitted under section 8-7d, (3) states upon its records the reasons for such decision, and (4) publishes notice of such decision in a newspaper having a substantial circulation in the municipality not later than fifteen days after such decision has been rendered.

Sec. 4. Section 8-2 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

(a) (1) The zoning commission of each city, town or borough is authorized to regulate, within the limits of such municipality: [~~the~~] (A) The height, number of stories and size of buildings and other structures; (B) the percentage of the area of the lot that may be occupied; (C) the size of yards, courts and other open spaces; (D) the density of population and the location and use of buildings, structures and land for trade, industry, residence or other purposes, including water-dependent uses, as defined in section 22a-93; [~~]~~ and (E) the height, size, location, brightness and illumination of advertising signs and billboards; [~~Such bulk regulations may allow for cluster development, as defined in section 8-18~~] except as provided in subsection (f) of this section.

(2) Such zoning commission may divide the municipality into districts of such number, shape and area as may be best suited to carry out the purposes of this chapter; and, within such districts, it may regulate the erection, construction, reconstruction, alteration or use of buildings or structures and the use of land. All [such] zoning regulations shall be uniform for each class or kind of buildings, structures or use of land throughout each district, but the regulations in one district may

Substitute House Bill No. 6107

differ from those in another district. [, and]

(3) Such zoning regulations may provide that certain classes or kinds of buildings, structures or [uses] use of land are permitted only after obtaining a special permit or special exception from a zoning commission, planning commission, combined planning and zoning commission or zoning board of appeals, whichever commission or board the regulations may, notwithstanding any special act to the contrary, designate, subject to standards set forth in the regulations and to conditions necessary to protect the public health, safety, convenience and property values. [Such regulations shall be]

(b) Zoning regulations adopted pursuant to subsection (a) of this section shall:

(1) Be made in accordance with a comprehensive plan and in [adopting such regulations the commission shall consider] consideration of the plan of conservation and development [prepared] adopted under section 8-23; [Such regulations shall be]

(2) Be designed to (A) lessen congestion in the streets; [to] (B) secure safety from fire, panic, flood and other dangers; [to] (C) promote health and the general welfare; [to] (D) provide adequate light and air; [to prevent the overcrowding of land; to avoid undue concentration of population and to] (E) protect the state's historic, tribal, cultural and environmental resources; (F) facilitate the adequate provision for transportation, water, sewerage, schools, parks and other public requirements; [Such regulations shall be made] (G) consider the impact of permitted land uses on contiguous municipalities and on the planning region, as defined in section 4-124i, in which such municipality is located; (H) address significant disparities in housing needs and access to educational, occupational and other opportunities; (I) promote efficient review of proposals and applications; and (J) affirmatively further the purposes of the federal Fair Housing Act, 42 USC 3601 et

Substitute House Bill No. 6107

seq., as amended from time to time;

(3) Be drafted with reasonable consideration as to the [character] physical site characteristics of the district and its peculiar suitability for particular uses and with a view to [conserving the value of buildings and] encouraging the most appropriate use of land throughout [such] a municipality; [. Such regulations may, to the extent consistent with soil types, terrain, infrastructure capacity and the plan of conservation and development for the community, provide for cluster development, as defined in section 8-18, in residential zones. Such regulations shall also encourage]

(4) Provide for the development of housing opportunities, including opportunities for multifamily dwellings, consistent with soil types, terrain and infrastructure capacity, for all residents of the municipality and the planning region in which the municipality is located, as designated by the Secretary of the Office of Policy and Management under section 16a-4a; [. Such regulations shall also promote]

(5) Promote housing choice and economic diversity in housing, including housing for both low and moderate income households; [, and shall encourage]

(6) Expressly allow the development of housing which will meet the housing needs identified in the state's consolidated plan for housing and community development prepared pursuant to section 8-37t and in the housing component and the other components of the state plan of conservation and development prepared pursuant to section 16a-26; [. Zoning regulations shall be]

(7) Be made with reasonable consideration for [their] the impact of such regulations on agriculture, as defined in subsection (q) of section 1-1; [.]

(8) Provide that proper provisions be made for soil erosion and

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sediment control pursuant to section 22a-329;

(9) Be made with reasonable consideration for the protection of existing and potential public surface and ground drinking water supplies; and

(10) In any municipality that is contiguous to or on a navigable waterway draining to Long Island Sound, (A) be made with reasonable consideration for the restoration and protection of the ecosystem and habitat of Long Island Sound; (B) be designed to reduce hypoxia, pathogens, toxic contaminants and floatable debris on Long Island Sound; and (C) provide that such municipality's zoning commission consider the environmental impact on Long Island Sound coastal resources, as defined in section 22a-93, of any proposal for development.

(c) Zoning regulations adopted pursuant to subsection (a) of this section may: [be]

(1) To the extent consistent with soil types, terrain and water, sewer and traffic infrastructure capacity for the community, provide for or require cluster development, as defined in section 8-18;

(2) Be made with reasonable consideration for the protection of historic factors; [and shall be made with reasonable consideration for the protection of existing and potential public surface and ground drinking water supplies. On and after July 1, 1985, the regulations shall provide that proper provision be made for soil erosion and sediment control pursuant to section 22a-329. Such regulations may also encourage]

(3) Require or promote (A) energy-efficient patterns of development; [.] (B) the use of distributed generation or freestanding solar, wind and other renewable forms of energy; [.] (C) combined heat and power; and (D) energy conservation; [. The regulations may also provide]

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(4) Provide for incentives for developers who use [passive solar energy techniques, as defined in subsection (b) of section 8-25, in planning a residential subdivision development. The incentives may include, but not be] (A) solar and other renewable forms of energy; (B) combined heat and power; (C) water conservation, including demand offsets; and (D) energy conservation techniques, including, but not limited to, cluster development, higher density development and performance standards for roads, sidewalks and underground facilities in the subdivision; [. Such regulations may provide]

(5) Provide for a municipal system for the creation of development rights and the permanent transfer of such development rights, which may include a system for the variance of density limits in connection with any such transfer; [. Such regulations may also provide]

(6) Provide for notice requirements in addition to those required by this chapter; [. Such regulations may provide]

(7) Provide for conditions on operations to collect spring water or well water, as defined in section 21a-150, including the time, place and manner of such operations; [. No such regulations shall prohibit]

(8) Provide for floating zones, overlay zones and planned development districts;

(9) Require estimates of vehicle miles traveled and vehicle trips generated in lieu of, or in addition to, level of service traffic calculations to assess (A) the anticipated traffic impact of proposed developments; and (B) potential mitigation strategies such as reducing the amount of required parking for a development or requiring public sidewalks, crosswalks, bicycle paths, bicycle racks or bus shelters, including off-site; and

(10) In any municipality where a traprock ridge or an amphibolite ridge is located, (A) provide for development restrictions in ridgeline

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setback areas; and (B) restrict quarrying and clear cutting, except that the following operations and uses shall be permitted in ridgeline setback areas, as of right: (i) Emergency work necessary to protect life and property; (ii) any nonconforming uses that were in existence and that were approved on or before the effective date of regulations adopted pursuant to this section; and (iii) selective timbering, grazing of domesticated animals and passive recreation.

(d) Zoning regulations adopted pursuant to subsection (a) of this section shall not:

(1) Prohibit the operation of any family child care home or group child care home in a residential zone; [. No such regulations shall prohibit]

(2) (A) Prohibit the use of receptacles for the storage of items designated for recycling in accordance with section 22a-241b or require that such receptacles comply with provisions for bulk or lot area, or similar provisions, except provisions for side yards, rear yards and front yards; [. No such regulations shall] or (B) unreasonably restrict access to or the size of such receptacles for businesses, given the nature of the business and the volume of items designated for recycling in accordance with section 22a-241b, that such business produces in its normal course of business, provided nothing in this section shall be construed to prohibit such regulations from requiring the screening or buffering of such receptacles for aesthetic reasons; [. Such regulations shall not impose]

(3) Impose conditions and requirements on manufactured homes, including mobile manufactured homes, having as their narrowest dimension twenty-two feet or more and built in accordance with federal manufactured home construction and safety standards or on lots containing such manufactured homes, [which] including mobile manufactured home parks, if those conditions and requirements are

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substantially different from conditions and requirements imposed on (A) single-family dwellings; [and] (B) lots containing single-family dwellings; [. Such regulations shall not impose conditions and requirements on developments to be occupied by manufactured homes having as their narrowest dimension twenty-two feet or more and built in accordance with federal manufactured home construction and safety standards which are substantially different from conditions and requirements imposed on] or (C) multifamily dwellings, lots containing multifamily dwellings, cluster developments or planned unit developments; [. Such regulations shall not prohibit]

(4) (A) Prohibit the continuance of any nonconforming use, building or structure existing at the time of the adoption of such regulations; [or] (B) require a special permit or special exception for any such continuance; [. Such regulations shall not] (C) provide for the termination of any nonconforming use solely as a result of nonuse for a specified period of time without regard to the intent of the property owner to maintain that use; [. Such regulations shall not] or (D) terminate or deem abandoned a nonconforming use, building or structure unless the property owner of such use, building or structure voluntarily discontinues such use, building or structure and such discontinuance is accompanied by an intent to not reestablish such use, building or structure. The demolition or deconstruction of a nonconforming use, building or structure shall not by itself be evidence of such property owner's intent to not reestablish such use, building or structure; [. Unless such town opts out, in accordance with the provisions of subsection (j) of section 8-1bb, such regulations shall not prohibit]

(5) Prohibit the installation, in accordance with the provisions of section 8-1bb, as amended by this act, of temporary health care structures for use by mentally or physically impaired persons [in accordance with the provisions of section 8-1bb] if such structures

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comply with the provisions of said section, [.] unless the municipality opts out in accordance with the provisions of subsection (j) of said section;

(6) Prohibit the operation in a residential zone of any cottage food operation, as defined in section 21a-62b;

(7) Establish for any dwelling unit a minimum floor area that is greater than the minimum floor area set forth in the applicable building, housing or other code;

(8) Place a fixed numerical or percentage cap on the number of dwelling units that constitute multifamily housing over four units, middle housing or mixed-use development that may be permitted in the municipality;

(9) Require more than one parking space for each studio or one-bedroom dwelling unit or more than two parking spaces for each dwelling unit with two or more bedrooms, unless the municipality opts out in accordance with the provisions of section 5 of this act; or

(10) Be applied to deny any land use application, including for any site plan approval, special permit, special exception or other zoning approval, on the basis of (A) a district's character, unless such character is expressly articulated in such regulations by clear and explicit physical standards for site work and structures, or (B) the immutable characteristics, source of income or income level of any applicant or end user, other than age or disability whenever age-restricted or disability-restricted housing may be permitted.

(e) Any city, town or borough which adopts the provisions of this chapter may, by vote of its legislative body, exempt municipal property from the regulations prescribed by the zoning commission of such city, town or borough, [;] but unless it is so voted, municipal property shall be subject to such regulations.

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[(b) In any municipality that is contiguous to Long Island Sound the regulations adopted under this section shall be made with reasonable consideration for restoration and protection of the ecosystem and habitat of Long Island Sound and shall be designed to reduce hypoxia, pathogens, toxic contaminants and floatable debris in Long Island Sound. Such regulations shall provide that the commission consider the environmental impact on Long Island Sound of any proposal for development.

(c) In any municipality where a traprock ridge, as defined in section 8-1aa, or an amphibolite ridge, as defined in section 8-1aa, is located the regulations may provide for development restrictions in ridgeline setback areas, as defined in said section. The regulations may restrict quarrying and clear cutting, except that the following operations and uses shall be permitted in ridgeline setback areas, as of right: (1) Emergency work necessary to protect life and property; (2) any nonconforming uses that were in existence and that were approved on or before the effective date of regulations adopted under this section; and (3) selective timbering, grazing of domesticated animals and passive recreation.]

[(d)] (f) Any advertising sign or billboard that is not equipped with the ability to calibrate brightness or illumination shall be exempt from any municipal ordinance or regulation regulating such brightness or illumination that is adopted by a city, town or borough, pursuant to subsection (a) of this section, after the date of installation of such advertising sign or billboard. [pursuant to subsection (a) of this section.]

Sec. 5. (NEW) (*Effective October 1, 2021*) The zoning commission or combined planning and zoning commission, as applicable, of a municipality, by a two-thirds vote, may initiate the process by which such municipality opts out of the provision of subdivision (9) of subsection (d) of section 8-2 of the general statutes, as amended by this act, regarding limitations on parking spaces for dwelling units,

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provided such commission: (1) First holds a public hearing in accordance with the provisions of section 8-7d of the general statutes on such proposed opt-out, (2) affirmatively decides to opt out of the provision of said subsection within the period of time permitted under section 8-7d of the general statutes, (3) states upon its records the reasons for such decision, and (4) publishes notice of such decision in a newspaper having a substantial circulation in the municipality not later than fifteen days after such decision has been rendered. Thereafter, the municipality's legislative body or, in a municipality where the legislative body is a town meeting, its board of selectmen, by a two-thirds vote, may complete the process by which such municipality opts out of the provision of subsection (d) of section 8-2 of the general statutes, as amended by this act.

Sec. 6. (NEW) (*Effective January 1, 2022*) (a) Any zoning regulations adopted pursuant to section 8-2 of the general statutes, as amended by this act, shall:

(1) Designate locations or zoning districts within the municipality in which accessory apartments are allowed, provided at least one accessory apartment shall be allowed as of right on each lot that contains a single-family dwelling and no such accessory apartment shall be required to be an affordable accessory apartment;

(2) Allow accessory apartments to be attached to or located within the proposed or existing principal dwelling, or detached from the proposed or existing principal dwelling and located on the same lot as such dwelling;

(3) Set a maximum net floor area for an accessory apartment of not less than thirty per cent of the net floor area of the principal dwelling, or one thousand square feet, whichever is less, except that such regulations may allow a larger net floor area for such apartments;

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(4) Require setbacks, lot size and building frontage less than or equal to that which is required for the principal dwelling, and require lot coverage greater than or equal to that which is required for the principal dwelling;

(5) Provide for height, landscaping and architectural design standards that do not exceed any such standards as they are applied to single-family dwellings in the municipality;

(6) Be prohibited from requiring (A) a passageway between any such accessory apartment and any such principal dwelling, (B) an exterior door for any such accessory apartment, except as required by the applicable building or fire code, (C) any more than one parking space for any such accessory apartment, or fees in lieu of parking otherwise allowed by section 8-2c of the general statutes, (D) a familial, marital or employment relationship between occupants of the principal dwelling and accessory apartment, (E) a minimum age for occupants of the accessory apartment, (F) separate billing of utilities otherwise connected to, or used by, the principal dwelling unit, or (G) periodic renewals for permits for such accessory apartments; and

(7) Be interpreted and enforced such that nothing in this section shall be in derogation of (A) applicable building code requirements, (B) the ability of a municipality to prohibit or limit the use of accessory apartments for short-term rentals or vacation stays, or (C) other requirements where a well or private sewerage system is being used, provided approval for any such accessory apartment shall not be unreasonably withheld.

(b) The as of right permit application and review process for approval of accessory apartments shall require that a decision on any such application be rendered not later than sixty-five days after receipt of such application by the applicable zoning commission, except that an applicant may consent to one or more extensions of not more than an

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additional sixty-five days or may withdraw such application.

(c) A municipality shall not (1) condition the approval of an accessory apartment on the correction of a nonconforming use, structure or lot, or (2) require the installation of fire sprinklers in an accessory apartment if such sprinklers are not required for the principal dwelling located on the same lot or otherwise required by the fire code.

(d) A municipality, special district, sewer or water authority shall not (1) consider an accessory apartment to be a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless such accessory apartment was constructed with a new single-family dwelling on the same lot, or (2) require the installation of a new or separate utility connection directly to an accessory apartment or impose a related connection fee or capacity charge.

(e) If a municipality fails to adopt new regulations or amend existing regulations by January 1, 2023, for the purpose of complying with the provisions of subsections (a) to (d), inclusive, of this section, and unless such municipality opts out of the provisions of said subsections in accordance with the provisions of subsection (f) of this section, any noncompliant existing regulation shall become null and void and such municipality shall approve or deny applications for accessory apartments in accordance with the requirements for regulations set forth in the provisions of subsections (a) to (d), inclusive, of this section until such municipality adopts or amends a regulation in compliance with said subsections. A municipality may not use or impose additional standards beyond those set forth in subsections (a) to (d), inclusive, of this section.

(f) Notwithstanding the provisions of subsections (a) to (d), inclusive, of this section, the zoning commission or combined planning and zoning commission, as applicable, of a municipality, by a two-thirds

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vote, may initiate the process by which such municipality opts out of the provisions of said subsections regarding allowance of accessory apartments, provided such commission: (1) First holds a public hearing in accordance with the provisions of section 8-7d of the general statutes on such proposed opt-out, (2) affirmatively decides to opt out of the provisions of said subsections within the period of time permitted under section 8-7d of the general statutes, (3) states upon its records the reasons for such decision, and (4) publishes notice of such decision in a newspaper having a substantial circulation in the municipality not later than fifteen days after such decision has been rendered. Thereafter, the municipality's legislative body or, in a municipality where the legislative body is a town meeting, its board of selectmen, by a two-thirds vote, may complete the process by which such municipality opts out of the provisions of subsections (a) to (d), inclusive, of this section, except that, on and after January 1, 2023, no municipality may opt out of the provisions of said subsections.

Sec. 7. Subsection (k) of section 8-30g of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

(k) The affordable housing appeals procedure established under this section shall not be available if the real property which is the subject of the application is located in a municipality in which at least ten per cent of all dwelling units in the municipality are (1) assisted housing, (2) currently financed by Connecticut Housing Finance Authority mortgages, (3) subject to binding recorded deeds containing covenants or restrictions which require that such dwelling units be sold or rented at, or below, prices which will preserve the units as housing for which persons and families pay thirty per cent or less of income, where such income is less than or equal to eighty per cent of the median income, (4) mobile manufactured homes located in mobile manufactured home parks or legally approved accessory apartments, which homes or

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apartments are subject to binding recorded deeds containing covenants or restrictions which require that such dwelling units be sold or rented at, or below, prices which will preserve the units as housing for which, for a period of not less than ten years, persons and families pay thirty per cent or less of income, where such income is less than or equal to eighty per cent of the median income, or (5) mobile manufactured homes located in resident-owned mobile manufactured home parks. For the purposes of calculating the total number of dwelling units in a municipality, accessory apartments built or permitted after January 1, 2022, but that are not described in subdivision (4) of this subsection, shall not be counted toward such total number. The municipalities meeting the criteria set forth in this subsection shall be listed in the report submitted under section 8-37qqq. As used in this subsection, "accessory apartment" [means a separate living unit that (A) is attached to the main living unit of a house, which house has the external appearance of a single-family residence, (B) has a full kitchen, (C) has a square footage that is not more than thirty per cent of the total square footage of the house, (D) has an internal doorway connecting to the main living unit of the house, (E) is not billed separately from such main living unit for utilities, and (F) complies with the building code and health and safety regulations] has the same meaning as provided in section 8-1a, as amended by this act, and "resident-owned mobile manufactured home park" means a mobile manufactured home park consisting of mobile manufactured homes located on land that is deed restricted, and, at the time of issuance of a loan for the purchase of such land, such loan required seventy-five per cent of the units to be leased to persons with incomes equal to or less than eighty per cent of the median income, and either [(i)] (A) forty per cent of said seventy-five per cent to be leased to persons with incomes equal to or less than sixty per cent of the median income, or [(ii)] (B) twenty per cent of said seventy-five per cent to be leased to persons with incomes equal to or less than fifty per cent of the median income.

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Sec. 8. Subsection (e) of section 8-3 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

(e) (1) The zoning commission shall provide for the manner in which the zoning regulations shall be enforced, except that any person appointed as a zoning enforcement officer on or after January 1, 2023, shall be certified in accordance with the provisions of subdivision (2) of this subsection.

(2) Beginning January 1, 2023, and annually thereafter, each person appointed as a zoning enforcement officer shall obtain certification from the Connecticut Association of Zoning Enforcement Officials and maintain such certification for the duration of employment as a zoning enforcement officer.

Sec. 9. (NEW) (*Effective from passage*) (a) On and after January 1, 2023, each member of a municipal planning commission, zoning commission, combined planning and zoning commission and zoning board of appeals shall complete at least four hours of training. Any such member serving on any such commission or board as of January 1, 2023, shall complete such initial training by January 1, 2024, and shall complete any subsequent training every other year thereafter. Any such member not serving on any such commission or board as of January 1, 2023, shall complete such initial training not later than one year after such member's election or appointment to such commission or board and shall complete any subsequent training every other year thereafter. Such training shall include at least one hour concerning affordable and fair housing policies and may also consist of (1) process and procedural matters, including the conduct of effective meetings and public hearings and the Freedom of Information Act, as defined in section 1-200 of the general statutes, (2) the interpretation of site plans, surveys, maps and architectural conventions, and (3) the impact of zoning on the environment, agriculture and historic resources.

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(b) Not later than January 1, 2022, the Secretary of the Office of Policy and Management shall establish guidelines for such training in collaboration with land use training providers, including, but not limited to, the Connecticut Association of Zoning Enforcement Officials, the Connecticut Conference of Municipalities, the Connecticut Chapter of the American Planning Association, the Land Use Academy at the Center for Land Use Education and Research at The University of Connecticut, the Connecticut Bar Association, regional councils of governments and other nonprofit or educational institutions that provide land use training, except that if the secretary fails to establish such guidelines, such land use training providers may create and administer appropriate training for members of commissions and boards described in subsection (a) of this section, which may be used by such members for the purpose of complying with the provisions of said subsection.

(c) Not later than March 1, 2024, and annually thereafter, the planning commission, zoning commission, combined planning and zoning commission and zoning board of appeals, as applicable, in each municipality shall submit a statement to such municipality's legislative body or, in a municipality where the legislative body is a town meeting, its board of selectmen, affirming compliance with the training requirement established pursuant to subsection (a) of this section by each member of such commission or board required to complete such training in the calendar year ending the preceding December thirty-first.

Sec. 10. Section 7-245 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

For the purposes of this chapter: (1) "Acquire a sewerage system" means obtain title to all or any part of a sewerage system or any interest therein by purchase, condemnation, grant, gift, lease, rental or otherwise; (2) "alternative sewage treatment system" means a sewage treatment system serving one or more buildings that utilizes a method

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of treatment other than a subsurface sewage disposal system and that involves a discharge to the groundwaters of the state; (3) "community sewerage system" means any sewerage system serving two or more residences in separate structures which is not connected to a municipal sewerage system or which is connected to a municipal sewerage system as a distinct and separately managed district or segment of such system, but does not include any sewerage system serving only a principal dwelling unit and an accessory apartment, as defined in section 8-1a, as amended by this act, located on the same lot; (4) "construct a sewerage system" means to acquire land, easements, rights-of-way or any other real or personal property or any interest therein, plan, construct, reconstruct, equip, extend and enlarge all or any part of a sewerage system; (5) "decentralized system" means managed subsurface sewage disposal systems, managed alternative sewage treatment systems or community sewerage systems that discharge sewage flows of less than five thousand gallons per day, are used to collect and treat domestic sewage, and involve a discharge to the groundwaters of the state from areas of a municipality; (6) "decentralized wastewater management district" means areas of a municipality designated by the municipality through a municipal ordinance when an engineering report has determined that the existing subsurface sewage disposal systems may be detrimental to public health or the environment and that decentralized systems are required and such report is approved by the Commissioner of Energy and Environmental Protection with concurring approval by the Commissioner of Public Health, after consultation with the local director of health; (7) "municipality" means any metropolitan district, town, consolidated town and city, consolidated town and borough, city, borough, village, fire and sewer district, sewer district and each municipal organization having authority to levy and collect taxes; (8) "operate a sewerage system" means own, use, equip, reequip, repair, maintain, supervise, manage, operate and perform any act pertinent to the collection, transportation and disposal of sewage; (9) "person" means any person, partnership,

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corporation, limited liability company, association or public agency; (10) "remediation standards" means pollutant limits, performance requirements, design parameters or technical standards for application to existing sewage discharges in a decentralized wastewater management district for the improvement of wastewater treatment to protect public health and the environment; (11) "sewage" means any substance, liquid or solid, which may contaminate or pollute or affect the cleanliness or purity of any water; and (12) "sewerage system" means any device, equipment, appurtenance, facility and method for collecting, transporting, receiving, treating, disposing of or discharging sewage, including, but not limited to, decentralized systems within a decentralized wastewater management district when such district is established by municipal ordinance pursuant to section 7-247.

Sec. 11. Subsection (b) of section 7-246 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

(b) Each municipal water pollution control authority designated in accordance with this section may prepare and periodically update a water pollution control plan for the municipality. Such plan shall designate and delineate the boundary of: (1) Areas served by any municipal sewerage system; (2) areas where municipal sewerage facilities are planned and the schedule of design and construction anticipated or proposed; (3) areas where sewers are to be avoided; (4) areas served by any community sewerage system not owned by a municipality; (5) areas to be served by any proposed community sewerage system not owned by a municipality; and (6) areas to be designated as decentralized wastewater management districts. Such plan may designate and delineate specific allocations of capacity to serve areas that are able to be developed for residential or mixed-use buildings containing four or more dwelling units. Such plan shall also describe the means by which municipal programs are being carried out

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to avoid community pollution problems and describe any programs wherein the local director of health manages subsurface sewage disposal systems. The authority shall file a copy of the plan and any periodic updates of such plan with the Commissioner of Energy and Environmental Protection and shall manage or ensure the effective supervision, management, control, operation and maintenance of any community sewerage system or decentralized wastewater management district not owned by a municipality.

Sec. 12. Section 8-30j of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) (1) [At] Not later than June 1, 2022, and at least once every five years thereafter, each municipality shall prepare or amend and adopt an affordable housing plan for the municipality and shall submit a copy of such plan to the Secretary of the Office of Policy and Management, who shall post such plan on the Internet web site of said office. Such plan shall specify how the municipality intends to increase the number of affordable housing developments in the municipality.

(2) If, at the same time the municipality is required to submit to the Secretary of the Office of Policy and Management an affordable housing plan pursuant to subdivision (1) of this subsection, the municipality is also required to submit to the secretary a plan of conservation and development pursuant to section 8-23, such affordable housing plan may be included as part of such plan of conservation and development. The municipality may, to coincide with its submission to the secretary of a plan of conservation and development, submit to the secretary an affordable housing plan early, provided the municipality's next such submission of an affordable housing plan shall be five years thereafter.

(b) The municipality may hold public informational meetings or organize other activities to inform residents about the process of preparing the plan and shall post a copy of any draft plan or amendment

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to such plan on the Internet web site of the municipality. If the municipality holds a public hearing, such posting shall occur at least thirty-five days prior to the public hearing. [on the adoption, the municipality shall file in the office of the town clerk of such municipality a copy of such draft plan or any amendments to the plan, and if applicable, post such draft plan on the Internet web site of the municipality.] After adoption of the plan, the municipality shall file the final plan in the office of the town clerk of such municipality and [, if applicable,] post the plan on the Internet web site of the municipality.

(c) Following adoption, the municipality shall regularly review and maintain such plan. The municipality may adopt such geographical, functional or other amendments to the plan or parts of the plan, in accordance with the provisions of this section, as it deems necessary. If the municipality fails to amend and submit to the Secretary of the Office of Policy and Management such plan every five years, the chief elected official of the municipality shall submit a letter to the [Commissioner of Housing] secretary that (1) explains why such plan was not amended, and (2) designates a date by which an amended plan shall be submitted.

Sec. 13. (*Effective from passage*) (a) There is established a Commission on Connecticut's Development and Future within the Legislative Department, which shall evaluate policies related to land use, conservation, housing affordability and infrastructure.

(b) The commission shall consist of the following members:

(1) Two appointed by the speaker of the House of Representatives, one of whom is a member of the General Assembly not described in subdivision (7), (8), (9) or (10) of this subsection and one of whom is a representative of a municipal advocacy organization;

(2) Two appointed by the president pro tempore of the Senate, one of whom is a member of the General Assembly not described in

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subdivision (7), (8), (9) or (10) of this subsection and one of whom has expertise in state or local planning;

(3) Two appointed by the majority leader of the House of Representatives, one of whom has expertise in state affordable housing policy and one of whom represents a town with a population of greater than thirty thousand but less than seventy-five thousand;

(4) Two appointed by the majority leader of the Senate, one of whom has expertise in zoning policy and one of whom has expertise in community development policy;

(5) Two appointed by the minority leader of the House of Representatives, one of whom has expertise in environmental policy and one of whom is a representative of a municipal advocacy organization;

(6) Two appointed by the minority leader of the Senate, one of whom has expertise in homebuilding and one of whom is a representative of the Connecticut Association of Councils of Governments;

(7) The chairpersons and ranking members of the joint standing committee of the General Assembly having cognizance of matters relating to planning and development;

(8) The chairpersons and ranking members of the joint standing committee of the General Assembly having cognizance of matters relating to the environment;

(9) The chairpersons and ranking members of the joint standing committee of the General Assembly having cognizance of matters relating to housing;

(10) The chairpersons and ranking members of the joint standing committee of the General Assembly having cognizance of matters

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relating to transportation;

(11) Two appointed by the Governor, one of whom is an attorney with expertise in planning and zoning and one of whom has expertise in fair housing;

(12) The Secretary of the Office of Policy and Management;

(13) The Commissioner of Administrative Services, or the commissioner's designee;

(14) The Commissioner of Economic and Community Development, or the commissioner's designee;

(15) The Commissioner of Energy and Environmental Protection, or the commissioner's designee;

(16) The Commissioner of Housing, or the commissioner's designee; and

(17) The Commissioner of Transportation, or the commissioner's designee.

(c) Appointing authorities, in cooperation with one another, shall make a good faith effort to ensure that, to the extent possible, the membership of the commission closely reflects the gender and racial diversity of the state. Members of the commission shall serve without compensation, except for necessary expenses incurred in the performance of their duties. Any vacancy shall be filled by the appointing authority.

(d) The speaker of the House of Representatives and the president pro tempore of the Senate shall jointly select one of the members of the General Assembly described in subdivision (1) or (2) of subsection (b) of this section to serve as one cochairperson of the commission. The Secretary of the Office of Policy and Management shall serve as the other

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cochairperson of the commission. Such cochairpersons shall schedule the first meeting of the commission.

(e) The commission may accept administrative support and technical and research assistance from outside organizations and employees of the Joint Committee on Legislative Management. The cochairpersons may establish, as needed, working groups consisting of commission members and nonmembers and may designate a chairperson of each such working group.

(f) (1) Except as provided in subdivision (2) of this subsection, not later than January 1, 2022, and not later than January 1, 2023, the commission shall submit a report to the joint standing committees of the General Assembly having cognizance of matters relating to planning and development, environment, housing and transportation and to the Secretary of the Office of Policy and Management, in accordance with the provisions of section 11-4a of the general statutes, regarding the following:

(A) Any recommendations for statutory changes concerning the process for developing, adopting and implementing the state plan of conservation and development;

(B) Any recommendations for (i) statutory changes concerning the process for developing and adopting the state's consolidated plan for housing and community development prepared pursuant to section 8-37t of the general statutes, and (ii) implementation of such plan;

(C) Any recommendations (i) for guidelines and incentives for compliance with (I) the requirements for affordable housing plans prepared pursuant to section 8-30j of the general statutes, as amended by this act, and (II) subdivisions (4) to (6), inclusive, of subsection (b) of section 8-2 of the general statutes, as amended by this act, and (ii) as to how such compliance should be determined, as well as the form and

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manner in which evidence of such compliance should be demonstrated. Nothing in this subparagraph may be construed as permitting any municipality to delay the preparation or amendment and adoption of an affordable housing plan, and the submission of a copy of such plan to the Secretary of the Office of Policy and Management, beyond the date set forth in subsection (a) of section 8-30j of the general statutes, as amended by this act;

(D) (i) Existing categories of discharge that constitute (I) alternative on-site sewage treatment systems, as described in section 19a-35a of the general statutes, (II) subsurface community sewerage systems, as described in section 22a-430 of the general statutes, and (III) decentralized systems, as defined in section 7-245 of the general statutes, as amended by this act, (ii) current administrative jurisdiction to issue or deny permits and approvals for such systems, with reference to daily capacities of such systems, and (iii) the potential impacts of increasing the daily capacities of such systems, including changes in administrative jurisdiction over such systems and the timeframe for adoption of regulations to implement any such changes in administrative jurisdiction; and

(E) (i) Development of model design guidelines for both buildings and context-appropriate streets that municipalities may adopt, in whole or in part, as part of their zoning or subdivision regulations, which guidelines shall (I) identify common architectural and site design features of building types used in urban, suburban and rural communities throughout this state, (II) create a catalogue of common building types, particularly those typically associated with housing, (III) establish reasonable and cost-effective design review standards for approval of common building types, accounting for topography, geology, climate change and infrastructure capacity, (IV) establish procedures for expediting the approval of buildings or streets that satisfy such design review standards, whether for zoning or subdivision

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regulations, and (V) create a design manual for context-appropriate streets that complement common building types, and (ii) development and implementation by the regional councils of governments of an education and training program for the delivery of such model design guidelines for both buildings and context-appropriate streets.

(2) If the commission is unable to meet the January 1, 2022, deadline set forth in subdivision (1) of this subsection for the submission of the report described in said subdivision, the cochairpersons shall request from the speaker of the House of Representatives and president pro tempore of the Senate an extension of time for such submission and shall submit an interim report.

(3) The commission shall terminate on the date it submits its final report or January 1, 2023, whichever is later.

Approved June 10, 2021