



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, January 9, 2023

6:00 PM

**Council Chambers, Town Hall Annex -
Hybrid Format**

Council Chambers, Town Hall Annex Building

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

<https://us06web.zoom.us/j/81309946432?pwd=OE1yaHZBRHoweG5Zc0kzc2NCSWFNdz09>

Or by Audio Only: Telephone: +1 646 558 8656; Meeting ID: 813 0994 6432; Passcode: 844943

I. CALL TO ORDER

II. ROLL CALL

III. RESIDENTS & PROPERTY OWNERS COMMENTS

IV. PRESENTATIONS / INFORMATIONAL ITEMS

1. Conservation Commission 2022 Open Space Acquisition Plan
2. Baseball Complex- Mr. Love e-mail dated 1/5/2023

Attachments: [Open Spaces Acquisition Plan Nov 2022-a.pdf](#)
[Baseball complex comments-Love-e-mail dated 2023-01-05.pdf](#)

V. APPROVAL OF MINUTES

MOTION to approve the Land Use/Planning/Public Works Committee Minutes of December 5, 2022.

Attachments: [LUPPW-MIN-2022-12-05.pdf](#)

VI. OLD BUSINESS

1. 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](#)

2. 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](#)

3. 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](#)

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

Attachments: [East Drive Park-Jamieson -Saums e-mail Thread-2022-09-27.pdf](#)
[East Drive Park-Jamieson e-mail-2022-09-20.pdf](#)
[EAST DRIVE -Color-FLYER-NEWS PAPER-2022-07-20.pdf](#)
[East Drive Park-Informal Conversation 2022-07-20-Community Relations ltr dated 2022-07-02 to Residents-A.pdf](#)

5. Discussion regarding the appropriate mechanism to provide information to residents pertaining to the structure and operation of land use processes in the Town of Ledyard.

VII. NEW BUSINESS

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

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

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

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

Attachments: [Bush Pond-Graham-Ledyard- 99 year lease-draft-2-22-12-19.DOCX](#)
[CGS 8-24 Referral Approved-Graham Property Lease Bush Pond-Planning & Zoning ltr2022-11-12.pdf](#)
[Lantern Hill Proeprty Lease-Saums Questions-e-mail-2022-11-30.pdf](#)
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[PHOTOS-BUSH POND-LANTERN HILL ROAD-GRAHAM PROPERTY-2022-01-09.pdf](#)
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[CGS 8-24 Planning & Zoning Review Requireddocx.docx](#)
[Bush Pond-Lantern Hill Road Lease-Fagin e-mail-2023-01-09.pdf](#)

3. MOTION to recommend the Town Council adopt the proposed amendments to Ordinance #300-027 (rev 2) "An Ordinance Regulating Parking And Other Activities In Town Roads And Rights-Of-Way And Providing Penalties For The Violation Thereof" as contained in the draft dated December 14, 2022.

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

Attachments: [ORD-#300-027 \(rev. 2\)-DRAFT-2022-12-2-14-letter size.pdf](#)
[State Statute - Violation of Parking Ordinances.pdf](#)
[Sec-7-148-Police-Ticketing & Payment of Fine.pdf](#)
[PUB HEAR-MIN-2022-12-14-PARKING ORDINANCEdoc.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 #: 22-990

Agenda Date: 1/9/2023

Agenda #:

REPORT

Informational Items/Report:

1. Conservation Commission 2022 Open Space Acquisition Plan
2. Baseball Complex- Mr. Love e-mail dated 1/5/2023

2022 Ledyard Open Spaces Acquisition Plan

Background

Ledyard's undeveloped land is critical in shaping the town's character as a rural suburb. The presence of significant wetlands, ledges, and lack of infrastructure limits the density of development in significant parts of the town, which contributes to a more rural characteristic that residents express a desire to protect and preserve.

For the Plan of Conservation and Development, open space is defined as land that is privately or publicly owned but is permanently protected and held in the public interest. This includes managed open space. "Perceived open space" can be transformed into "preserved open space" through the creation of a cohesive vision that helps the community grow "by choice, not by chance." Guided by this unified open space system, the community can act to create and maintain its overall vision for the future rather than simply reacting to individual development proposals.

Following the adoption of the 2003 Plan of Conservation and Development, the town of Ledyard established a limited-duration Open Space Committee (2004), which established a Plan for the Preservation of Open Space to provide the Town of Ledyard with a Ledyard Plan of Conservation & Development (2/27/2020) comprehensive strategy to "identify, protect, and preserve open space, and manage town-owned open properties to achieve the maximum benefit to town residents and wildlife.

These efforts realized several goals, such as establishing the "Open Space Acquisition Fund" and adopting an ordinance to designate a portion of the Municipal real estate conveyance taxes to be directed to that fund. These open space preservation efforts should continue and be enhanced to ensure the goals of protecting vulnerable habitats and ensuring connectivity of our green spaces.

The above-outlined principles, documents, and programs shall be the primary guidance used to realize our objectives.

Targeted Goals:

1. Water Resource Protection

The Commission should collaborate with the various Town commissions such as Planning and Zoning, Land Use, and Inland Wetlands and Waterways to develop policies and regulations to protect our water resources. Ledyard's Source Water Protection Plan of 2008 should become the leading source for developing policies.

Although the guiding principle of the Commission's decisions and policies should be the protection of all water resources within the town, particular interest should be given to the following water resources.

- A) Shewville Brook: With the recent completion of the fishway at the dam on Hallville Pond, it now enables anadromous fish to migrate to Shewville Brook. Plans to construct a fishway around another dam on the brook will allow the fish to migrate from Poquetanuck Cove to Avery Pond in Preston. White-Hall Preserve has approximately a 500' frontage on the brook. The town's Natural Diversity Database designates the area around White-Hall as unique or fragile. The re-establishment of this fishery will enhance the diversity of this area.
- B) Whitford Brook: Currently, considerable progress and success have been made to re-establish the passage of anadromous fish from the sea to Long Pond and Lantern Hill Pond. With the removal of two dams and the plans to construct a fishway at the southern end of Long Pond, Whitford Brook will be critical in re-establishing this important fishery.
- C) The Loftus Well Field Aquifer is located in the southeast area of town, astride Shewville Road and bordering Whitford Brook. To the north of Whitford Brook is the Lantern Hill Aquifer area. A large portion of Whitford Brook and the Whitford Brook Watershed is located within Ledyard and extends on into Stonington and Groton. This watershed starts north of Lantern Hill and encompasses the area surrounding Lantern Hill and Whitford Brook as it flows from Long Pond toward the Long Island Sound

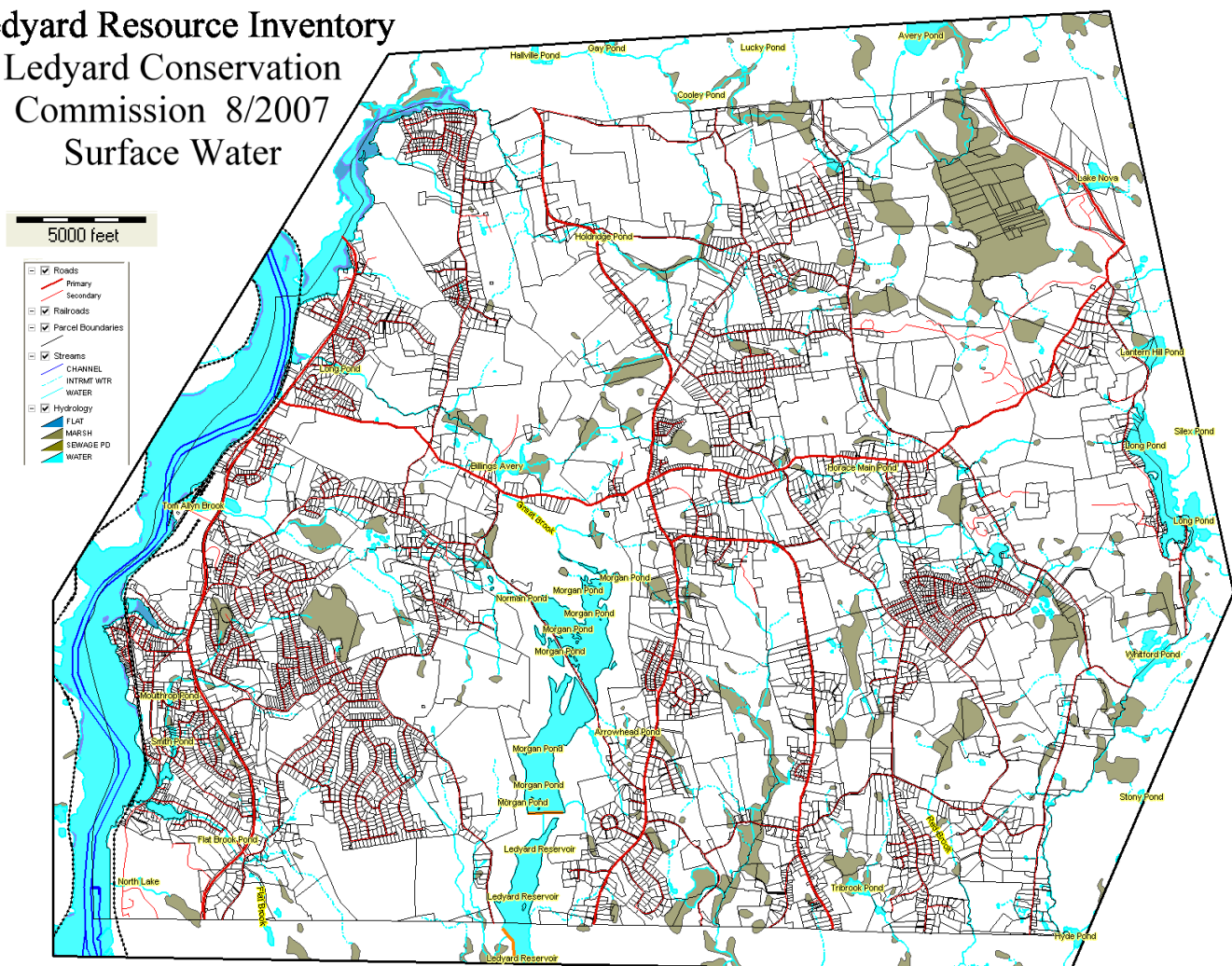
through the Mystic River. The entire length of this area is listed on the town's Natural Diversity Database as Federal or State listed species and critical habitats.

D) Drinking Water: In the 2002 Milone and MacBroom report, the Drinking Water Quality Management Plan was prepared for Groton Utilities to identify future drinking water sources. Several watersheds located in Ledyard were proposed. These watersheds, Joe Clark Brook (Tri Town Trail), Red Brook and Haley's Brook (Founders Preserve), and Shewville Brook, also contain current open spaces parcels and trails.

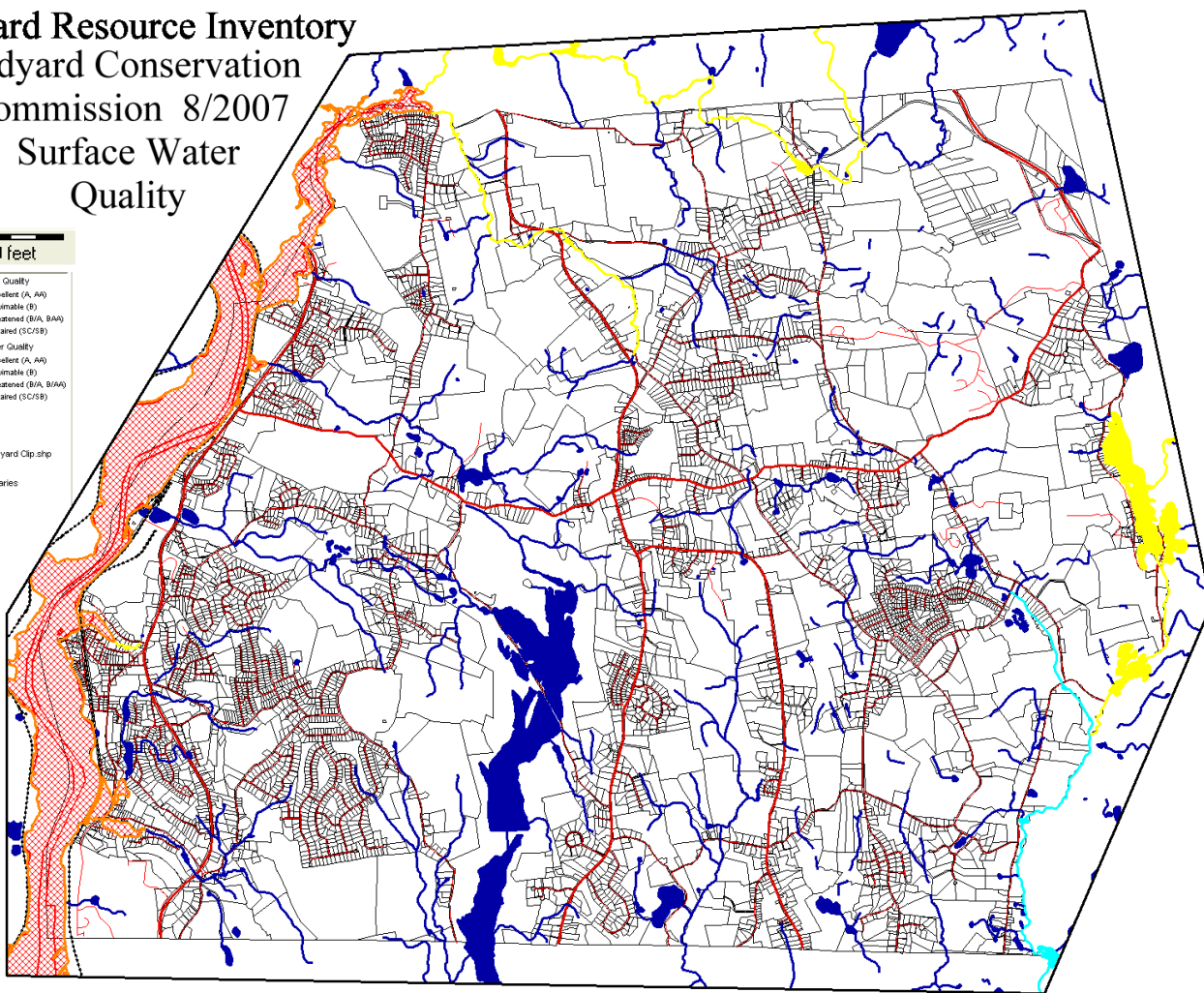
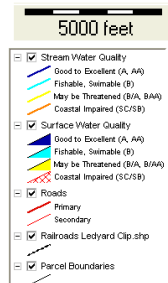
E) The Town and Groton Utilities partnership to protect water sources would benefit both parties. Discussions and collaboration on goals, projects, future acquisition plans, and such should be a part of the relationship.

Ledyard Resource Inventory

Ledyard Conservation Commission 8/2007 Surface Water



Ledyard Resource Inventory Ledyard Conservation Commission 8/2007 Surface Water Quality



2. Tri Town Trail

The Tri Town Trail will be Southeastern Connecticut's first regional recreation trail. When complete, it will be a 14-mile recreational trail through a natural, scenic valley that connects Bluff Point State Park in Groton through Ledyard to Preston. The trail will connect 4,000 acres of state and local open space, have only three major road crossings, and impact fewer than ten private properties. It will start at sea level – climb 400' – and nearly return to sea level. Completing the Tri Town Trail will require partnerships or easements with private, corporate, open space, and utility landowners. The Tri Town Trail Association is progressing toward acquiring permission to develop the trail. When complete, the trail will stretch from Bluff Point northward through the central areas of Groton and Ledyard to Preston Community Park. This trail will connect multiple municipalities, economic centers, residential areas, and areas of significant natural resources to form a regional recreational facility as well as a truly functioning alternative transportation corridor.

The largest landowner in both the Town of Groton & Ledyard is the City of Groton. The City of Groton owns several large and contiguous parcels of land that bisect both Towns on a north-south axis. These parcels of land contain reservoirs and water treatment operations. Since the reservoir's establishment, the City of Groton has controlled all activities and access to its properties following the guidelines established by the CT Department of Public Health (DPH).

In 2001, the Town of Groton developed a plan to build a multi-use trail alongside Route 117 connecting the Poquonnock Plains & Poquonnock Bridge Neighborhoods near Bluff Point to the Copp Property in the Center Groton area (RT 1 to RT 184). In cooperation with Groton Utilities, a route was agreed upon utilizing the Route 117 right-of-Way and City of Groton property. The plan was endorsed by 18 significant stakeholders and received a state grant for construction. However, approval for the matching funds needed by the Town failed in the RTM by two votes – and the project was never built.

In 2003, the Town of Groton undertook a Town-wide Bicycle, Trails & Pedestrian Master Plan. That plan, completed in 2004 by Brian Kent Associates (now Kent + Frost Landscape Architecture – author of this study), identified a north-south

connection from Bluff Point to Ledyard as a significant need. Other trails identified as needs around Bluff Point are currently under design and construction and could connect to this proposed trail. In early 2008, the impetus for this current project came to be when David Holdridge, a Ledyard Town Councilor, approached the Utility Commission (governing body appointed by the Mayor of the City of Groton to oversee Groton Utilities) to ask for permission to access reservoir properties for trail access. Groton Utilities responded that it does not allow public access to its properties but encourages approved escorted group activities.

In February 2008, Dave Holdridge and Representative Tom Reynolds held an informational meeting to gauge interest in developing a trail from Bluff Point to Preston. The meeting was well attended, with significant representation from the Towns, including Mayors, First Selectmen, Town Managers, Town staff, and Groton Utilities and City representatives.

In June of 2008, the committee was officially authorized when the Groton, Ledyard, and Preston town governments passed resolutions empowering and authorizing the Bluff Point to Preston Trail Committee. A steering committee was formed by all Towns designating three representatives. Additionally, Al Dion was chosen to represent Groton Utilities (Herb Cummings replaced Mr. Dion upon his retirement). It is important to note that the chief elected official from all governmental bodies was represented on the steering committee. The SCCG agreed to help administer the project and act as the fiduciary.

On Oct. 2, 2021, the Grand Opening of the Northern Section of the trail was held. This section is a 4.1-mile trail that includes significant biodiversity and historical sites.

An east-west connection from the Tri Town Trail to the Poquetanuck Cove Preserve would be desirable. In 1953, Desire Parker purchased this 234-acre piece of land. In 1988, she followed through on her lifelong plan to permanently protect her land along Poquetanuck Cove by donating it to The Nature Conservancy along the watercourse, a 1.5-mile loop trail that passes through various habitats. Walking along the trail, visitors first see the secondary growth of oak-beech forests that was once farmland. In the area are a number of large "wolf" trees, which are relics from the agricultural era when trees along the edges of fields could spread their branches. As the trail continues, it enters a cool, moist hemlock ravine containing a stream flowing across moss-covered rocks. The trail emerges from the shadows to stunning views of the cove and Duck Island. It then crosses drought-influenced pitch pine areas before returning to mixed hardwood forests of oaks and beech.

3. Great Oak Greenway

In 2018, the Town of Ledyard, in partnership with Avalonia Land Conservancy, was awarded the recognition of the Great Oak Greenway, a State of Connecticut Greenway. The Great Oak Greenway consists of two adjacent town-owned properties and the connection to 250 acres of Avalonia land. An Open Space Subdivision application transferred approximately 25 acres of open space to the Town-owned property at 800 Long Cove Road. This property sits adjacent to the Nathan Lester House and Great Oak Park, which has nearly 2.5 miles of existing trails. The property also is the site of the historic 18th-century Nathan Lester Homestead and Tool Museum. The Greenway also includes the Avalonia Pine Swamp Wildlife Corridor, which extends from the north of the Nathan Lester property, encompassing multiple trail systems, extensive swamps, and upland woods habitat protection.

The Great Oak Greenway will enhance existing recreational opportunities while augmenting Ledyard's significant educational/historic asset. The Great Oak Greenway will guide planning decisions to preserve significant natural resources and wildlife habitats while providing new recreational opportunities:

- A) Natural resource protection: The Greenway contains numerous high-value habitats which support known populations of New England Cottontail, a candidate for Federal listing as endangered. It is also a corridor for many endangered, threatened, and special concern birds. The parcels contain numerous vernal pools, bogs, marshes, shrubland, wetlands, and riparian areas. Greenway designation would enhance ongoing conservation and wildlife protection efforts, including an existing local effort to provide and protect habitat for the New England Cottontail.
- B) Water quality preservation: The Greenway protects the Groton reservoir and several watershed areas, including Thompson Brook, Allyn Brook, and one of the area's major aquifers.
- C) Recreational opportunities: Greenway will serve as the initial greenway in Ledyard through spectacular and varied terrain, from highly accessible trails

to single tracks. The potential exists to expand the existing trail systems and provide alternate access to Tri-Town Trails, an ongoing priority in Ledyard.

- D) Educational opportunities: Boosts visibility and access to the historically significant Nathan Lester House and Tool Museum and offers CT wildlife and habitat education opportunities.

The endorsement of the Great Oak Greenway creates the first greenway in Ledyard. The Great Oak Greenway promotes the natural, recreational and historical resources of the Great Oak Park and the Pine Swamp Wildlife Corridor through the establishment of the Great Oak Greenway.

With the Great Oak Greenway, Ledyard can prioritize connections over fragmentation, provide linked open space and trails for close-to-home recreation opportunities, reduce essential habitat loss, protect vital watersheds and, importantly, provide guidance for future targeted land conservation. Indeed, Ledyard has the opportunity to expand this Greenway through the conservation of undeveloped land on either side of this proposed greenway. These currently unpreserved areas contain indispensable conservation land comprised of native shrubs, grassland, and a large tract of currently unprotected Coastal Forest.

The encompassed ecoregion provides critical habitats that offer food, protection, nesting sites, and resting areas for a variety of native bird species, some of which are state-listed species of special concern or endangered (brown thrasher, eastern meadowlark, sharp-shinned hawk, barn owl, black-billed cuckoo). There is also a thriving population of mammals, including coyotes, red foxes, bats, and deer. In addition, the freshwater wetlands, brooks, and vernal pools are home to a large variety of amphibian species, including blue and yellow spotted salamanders, marbled and northern redback salamanders, northern leopard and spadefoot frogs, and turtles. The Thompson Brook originates within the specified greenway and supports a healthy population of wild Brook Trout, the only native species of trout in CT and whose population has plummeted due to dramatic habitat loss.

This greenway space is within the Ledyard Coast Focus Area (Figure 3) and would expand and support existing local efforts to provide and protect habitat for the New England Cottontail (Figure 4). Poquetanuck Cove is home to Bald Eagle and osprey and valuable brackish marshes at the northern end of the proposed expanded Greenway. The cove is also home to one of the most expansive wetlands on the Thames River south of Norwich.

The Great Oak Greenway and potential expansion areas represent a noteworthy combination of natural resource and wildlife protection coupled with recreation and educational opportunities. By connecting existing open space and trail segments within Ledyard and other municipalities, the Town can create a significant regional recreation corridor that simultaneously protects high-value conservation land and habitat while providing educational opportunities for areas of historical and ecological significance.

The greenway has the potential to expand north from the Pine Swamp Wildlife Corridor to the Avery Preserve and the Poquetanuck Cove Preserve. Expansion to the south would pass through the Mystic Valley Hunt Club, connect with Groton's proposed West Green Belt, connect to the southern end of the Tri Town Trail, and provide for alternate routes.

4. Colonel Ledyard Park– Avery Farm Nature Preserve Corridor

The Colonel Ledyard Park has multiple athletic fields and a flat, well-marked loop trail through the woods with a short side path to the remains of a historic hand-dug, stone-lined well, and an old stone foundation.

Abutting the park to the south is the private 188 ac. Ledyard Sportsman Club. Although this parcel is not open to the public, it constitutes a large, unfragmented conservation parcel.

The Avery Farm Nature Preserve is a historic 305-acre farm that spans the border of Ledyard and Groton in a scenic rural setting. It is contiguous to the 91-acre Candlewood Ridge property, Groton and Ledyard town-owned open spaces, and the Town of Groton conservation easement on a 7-acre former cranberry bog. Over 430 acres of habitat area are available for wildlife and watershed protection.

Acquired in December of 2015, the Avery Farm Preserve project was funded by member donations, community clubs, local organizations, businesses, local and national foundations, the Town of Ledyard, and grants from the CT DEEP Open Space and Watershed Land Acquisition Program, and the North American Wetlands Conservation Act Program.

In 2013 the Avery/Weber family approached GOSA to find a way to protect their land in perpetuity. Without this forward-thinking, this large tract of land could

have become vulnerable to fragmentation and significant habitat loss. The family donated the 152 acres located in Groton. The 18th-century farmhouse and surrounding 1.5 acres in Ledyard are held as private property. The State of CT holds a conservation easement on the 305-acre property. GOSA manages the fields, which are closed to the public, through renewable lease agreements for farming.

Avery Farm is part of a critical large block of diverse wildlife habitats highlighted on the State of CT Natural Diversity Database maps: grasslands, hedgerows, early succession forest, oak-hemlock-hickory upland forest, Atlantic white cedar swamps, a habitat-managed power utility corridor, forested peatlands, kettle type bogs, poor fens, multiple seeps, several Tier 1 vernal pools, Ed Lamb Brook, Haley Brook, and at the southern edge a 38-acre marsh. Included in this topography is a north-south ridge that extends to Candlewood Ridge.

- A) Avery Farm is characteristically rugged to the west with ledges, steep cliffs, rocky outcrops, large boulder fields, and glacial erratics. The watershed feeds west towards the Ledyard/Groton reservoir system through seeps and overland flows.
- B) The Avery Farm watershed flows to the east into Haley Brook, Mystic River, and the Long Island Sound. Wooded swamps and seeps provide stormwater storage, filtration, groundwater recharge, and flood control for vulnerable areas downstream. Colonial stone slab bridge crosses Haley Brook.
- C) This corridor connects Groton's planned Central Green Belt and Ledyard's 2006 proposed greenway.

5. Burton - Founders Preserve Corridor

The 64 ac. Burton Preserve is found behind the Ledyard High School and has a 0.5-mile trail that leads to the Morgan-Billings Cemetery. In the future, an improved trail linking this trail with the trail in the adjacent Pike-Marshall Preserve is planned. The preserve has extensive wetlands and is the source of Lee Brook.

Pike-Marshall Preserve, owned by the Nature Conservancy, is a 247 ac. preserve with 1.5 miles of trails.

A narrow ravine bounded by shear rock walls up to 30 feet tall is visible from the trailhead. This ravine forms the end of a north-south fault line, a fracture between two blocks of rock. From the north, the trail is an old spur trail leading to a spring from which water was once bottled and sold to turn-of-the-century farmers.

The 96.5-acre property, known as Founders Preserve, had been the town's first conservation subdivision and was approved in 2007; more than half of the property was to be left as open space. The developer filed an appeal the next month, saying conditions made by the Planning Commission, which included reducing the proposed 39 lots to 35 and then to 32 and requiring an archaeological study, reduced the property's value. The land was never developed, and the town foreclosed on it. The property includes a 20-acre lake that has become a popular nesting site for herons and stonework believed to be of indigenous origin. It was also a former settlement of Rogerene Quakers.

Under the transfer agreement, Avalonia will protect the land in perpetuity and allow for passive recreation, such as hiking, on the property. Conditions allowing for bow hunting by lottery per town lottery.

The Cranwood Homes Association, a 22 ac. open spaces parcel, abuts Founders Preserve to the north. Abutting Founders Preserve to the south in Groton is the Deerfield Park Open Space which is part of Groton's planned Eastern Green Belt as part of the current open spaces plan.

This green corridor will be able to support a future inter-town trail system.

6. Pequot Trail-Long Pond Corridor

Pequot Trail, which begins in Preston and runs through the Rose Hill Management Area, is part of the State's Blue Trail system. It is envisioned to connect with the Narragansett Trail passing by Long Pond and over Lantern Hill. This trail network will also connect with other already established and proposed trails in North Stonington. Consideration could also be given to establishing a trail that follows the abandoned Norwich to Westerly Trolley Line. The rail bed runs alongside Rt. 2 with portions on utility easements and the Mashantucket Pequot Tribal Nation land.

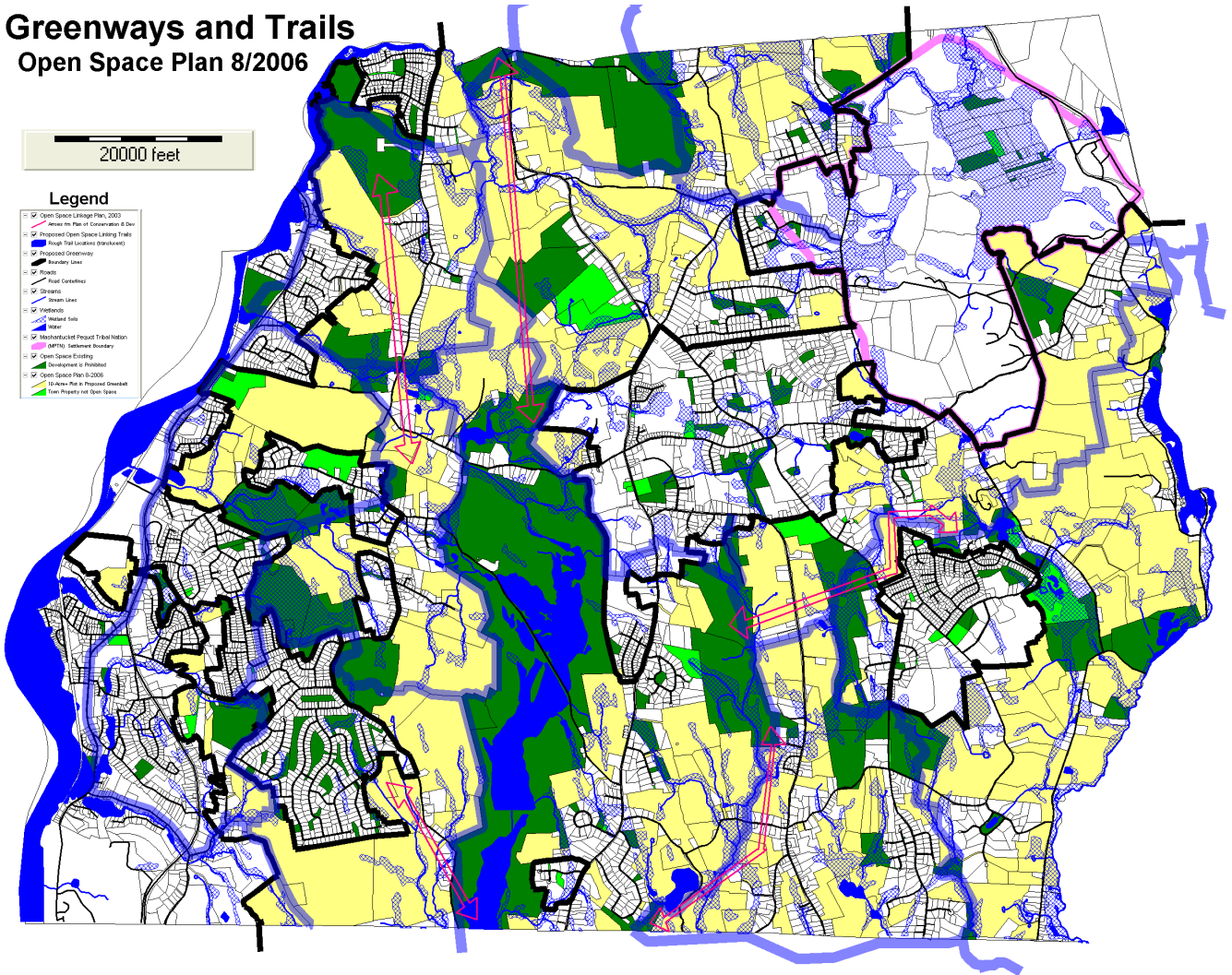
We are exploring developing an alternative route from the Burton Preserve toward Long Pond and making connections with the previously mentioned trails.

Greenways and Trails Open Space Plan 8/2006

20000 feet

Legend

- ☒ Open Space Linkage Plan, 2003
- ☒ Areas of Potential Conservation & Dev.
- ☒ Proposed Open Space Linkage Trails
- ☒ Rough Trail Locations (Intersecting)
- ☒ Proposed Greenway
- ☒ Boundary Lines
- ☒ Roads
- ☒ Road Centerlines
- ☒ Streams
- ☒ Stream Lines
- ☒ Wetlands
- ☒ Wetland Seta
- ☒ Other
- ☒ Massachusetts Pequot Tribal Nation
- ☒ (MPTN) Settlement Boundary
- ☒ Open Space Corridor
- ☒ Development is Prohibited
- ☒ Open Space Plan 8/2006
- ☒ Unknown Plan in Proposed Overlay
- ☒ Town Property not Open Space



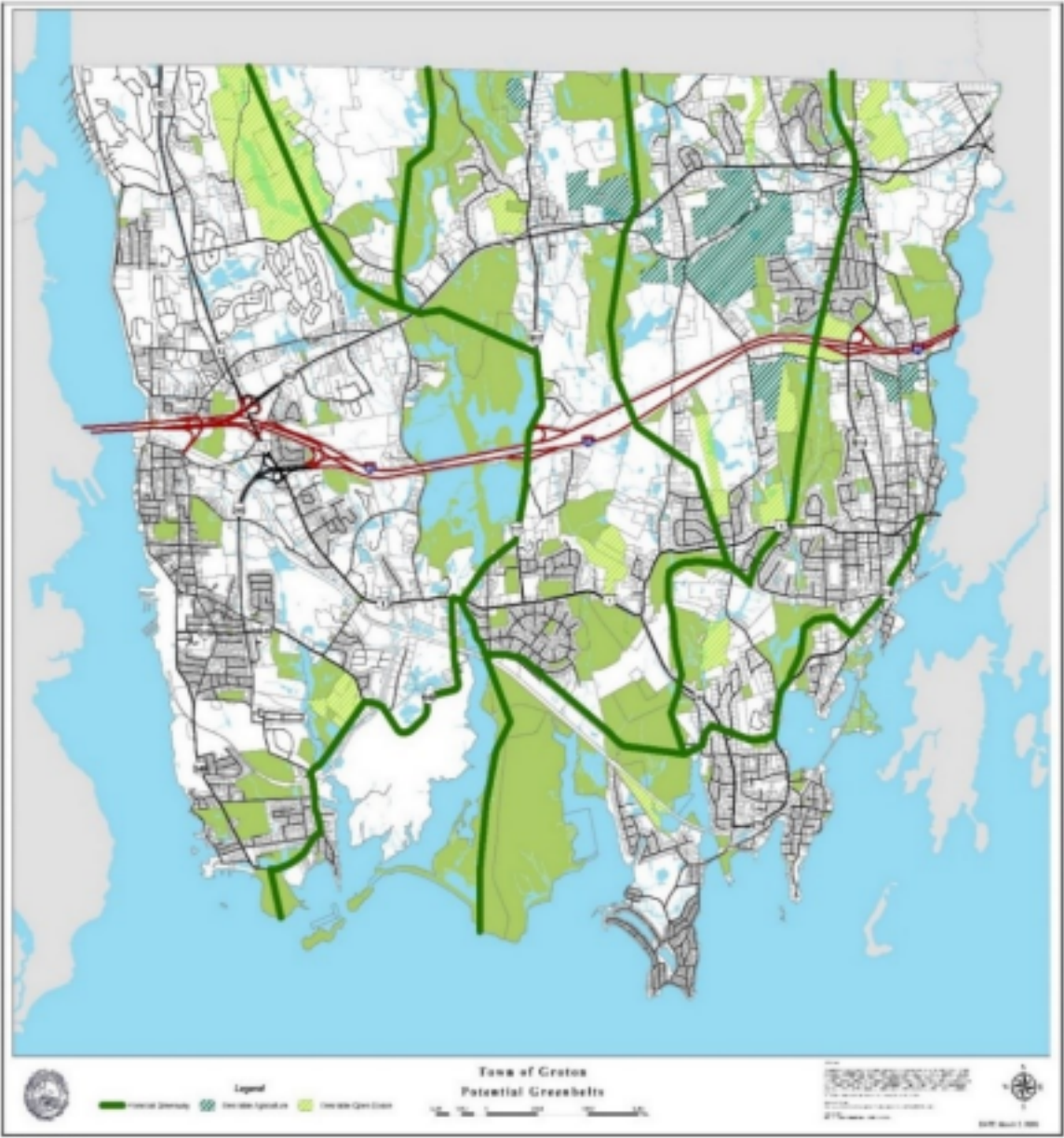


Figure 2-5 Plan of Conservation and Development Potential Greenbelts

Land Use/Planning/Public Works committee,

My name is Brian Love and I live at 1 Little John Court Gales Ferry, CT. I write today to provide a discussion on potential future uses of town land for our youth. We have multiple non-profit youth sports leagues that utilize town fields. We have many fields and locations however, almost all are multi-use, lack amenities, and are spread throughout the town.

I propose we create a dedicated baseball/softball complex with three little league fields, one full-size baseball field, three softball fields, indoor batting cages, lights, scoreboards, a playground, ample parking, a concession stand, press boxes, and equipment buildings. This complex will provide the following benefits:

1. Fewer ball fields would be maintained which reduces long-term maintenance costs. We would go from 9 baseball and 3 softball fields to 4 baseball and 3 softball fields.
2. Operating costs would be reduced by centrally locating fields thus allowing the town to stow field and maintenance equipment in one location and not transportation costs. The number of locations requiring garbage pickup and porta-potty services would be reduced.
3. Parks and Rec would not have to spend time and money converting fields that are dual-use every season.
4. Dedicated paths and safely accessible walkways could be created so people of all abilities can come to watch the games. Some of our fields are not easily accessible to people with disabilities.
5. No more BOE v. P&R when it comes to field maintenance issues for our leagues. Some of our fields fall under the jurisdiction of both organizations.
6. Our youth sports leagues would no longer have to share accounts for league operations.
7. With a central location comes the league's ability to have the presence of its board members at all games to aid in any situation that might come up in youth sports.
8. The leagues would be able to store their equipment on-site where the kids play. This helps with training equipment that can be shared and reduce the cost of equipment for the league.
9. Lights would allow for more field use. We currently need the number of fields we have because we cannot play at night and are limited especially during the fall seasons. We cannot host tournaments because of this; reducing revenue for the leagues.
10. Tournaments would bring in additional revenue for our small businesses from the increased number of visitors.
11. Complex could be built with solar power in mind; keeping electrical operating costs lower for the leagues and town.
12. Fundraising opportunities would go up exponentially due to having the ability to run concessions in one location directly at the field at every event.
13. Most of our families and coaches have multiple kids in different age levels and being able to centrally locate all games and practices would make it easier to make all of the events.
14. Our current fields do not provide spectators with protected seating with good vantage points to watch the game. New fields would be built with that in consideration.

15. Batting cages could be built in a manner that allows indoor year-round use. Our leagues currently pay private companies in neighboring towns to utilize their spaces for wintertime.
16. We lose hundreds of dollars every year to lost balls in the wetlands behind the Pfizer fields. Purpose-built fields could consider this and help lower registration fees based on annual equipment replacement.
17. Old baseball fields could be converted into dedicated complexes for Football at LMS/Crandall field and Soccer could have all of colonel Ledyard Park. A large indoor rec center built for all sports to share year-round; or converted to dog parks.

We had over 300 of our Ledyard youth play baseball and softball last year. We owe it to them as the taxpayers in this town to provide a field they can be proud to call home.

Thank you,
Brian Love
941-467-4433



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 22-989

Agenda Date: 1/9/2023

Agenda #:

MINUTES

Minutes:

MOTION to approve the Land Use/Planning/Public Works Committee Minutes of December 5, 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, December 5, 2022

6:00 PM

Town Hall Annex Building

DRAFT

- I. CALL TO ORDER – The meeting was called to order by Councilor Paul at 6:00 p.m. at the Council Chambers, Town Hall Annex Building.

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 the 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	6:31pm
John Marshall	Town Councilor	Present	In-Person	6:00 pm	6:31pm
S. Naomi Rodriguez	Town Councilor	Present	In-Person	6:00 pm	6:31 pm
Kevin Dombrowski	Chairman	Present	In-Person	6:00 pm	6:31 pm
Dave Holdridge	Conservation Commission Member	Present	In-Person	6:00 pm	6:31 pm
Roxanne Maher	Administrative Assistant	Present	Remote	6:00 pm	6:31 pm

- III. CITIZENS' PETITIONS

Mr. Dave Holdridge, 29 Churchill Road, Ledyard, Conservation Commission Member, stated he was present this evening to appeal to the Town Council to write a letter to the Groton Utilities Commission in support of public trails on the reservoir property. He provided some background explaining that the Tri-Town Trail Committee began work on the Tri-Town Trail initiative in 2008 with the vision of connecting municipalities, economic centers, and residential areas for the public to enjoy the beauty of the natural resources we have here in southeastern Connecticut through passive recreation, such as hiking and bicycling. He stated the 14-mile Master Plan clearly defined the recreation trail traversing through the Groton Reservoir. He reviewed a map that showed the trail going on the reservoir property along side the lakes. He stated when the idea of the recreational trail was conceived the three towns, Ledyard, Groton and Preston each appointed three residents to serve on a Joint Tri-Town Trail Committee. He stated the Joint Committee worked with a consultant to develop the Master Plan. He stated during that time the Joint Committee, of which he was a member, requested Groton Utilities grant permission for the recreational trail to pass thru the reservoir property; however, he stated their request was denied at that time.

Mr. Holdridge continued by explaining during the past decade there has been a turnover in the Groton Utilities Commission members and due to some retirements a change in staff. He explained that the Groton Utilities Commission has asked a consultant to provide a Report regarding the pros and cons of public access to reservoir properties. He stated the Report would be delivered to the Groton Utilities Commission within the next couple of weeks, and that the Commission would be revisiting the issue to grant public access to the reservoir property. Therefore, he noted this may be a good opportunity for Ledyard to restate their position supporting public access to the reservoir property allowing for the completion of the construction of the trail that would run through the reservoir. He noted that recently some Groton Utilities Commission Members, and Mayor Hendricks of the City of Groton, attended the Ribbon Cutting of the opening of the northern section of the Tri-Town Trail in Preston, and that they have since made positive comments regarding the recreational trail.

Mr. Holdridge continued by addressing concerns that former Utilities Commission members raised regarding the safety of the public water supply. He stated that recently the Tri-Town Trail Association held a Panel Discussion noting that one of the Panelists was a person who worked for the State Health Department and has been conducting water tests of all the reservoirs and water supplies throughout the State of Connecticut. He stated during the discussion a person from the audience asked the Panelist how many times she found a connection between recreational activity and contaminated water. He stated the Panelist stated that during the 20-years she has been conducting water tests that she has never found the water to be contaminated by the recreational use of reservoir properties, and she explained that the filtration systems were good.

Mr. Holdridge stated many reservoirs in Connecticut and across the country allow for public access and have recreational trails, noting that the Hartford Reservoir, the New Haven Reservoir and the Mansfield Reservoir have recreational trails as well as picnic areas. He stated the UConn College Students use the Mansfield Reservoir all the time; and that some reservoirs allow fishing and boating. However, he stated the Tri-Town Trail Association was not asking for boating and fishing noting that they were only asking for a recreational trail to cross over the Groton Reservoir.

Mr. Holdridge stated in 2012 the Town Council sent a letter to Mayor Galbraith to support public access and the construction of a recreational trail through the Groton Reservoir property and he asked that the Town Council restate their support at this time. He stated Ledyard has a beautiful piece of open space in the middle of town that the public cannot access.

Councilor Rodriguez questioned the reason Groton Utilities Commission would not allow public access to the reservoir property. Mr. Holdridge stated that the Utilities Commission wanted to protect clean water.

Chairman Dombrowski recalled in years past that the Groton Utilities Commission denied the request for the Tri-Town Trail to run thru the reservoir property. He went on to state that although the Groton City Council, who owned Groton Utilities, received a presentation regarding the Tri-Town Trail; that there was no interest to open a dialogue, noting that they refused to discuss the matter.

Councilor Paul stated all other reservoir properties allow public access for recreational activity, noting that the Groton Reservoir was the only one he was aware of that does not allow public access. He stated having people on a trail has been positive, noting that they pickup litter along the way. Therefore, he questioned whether Mr. Holdridge believed that there would be more support from the Groton Utilities Commission at this time to allow public access to the reservoir property. Mr. Holdridge stated during the past ten years that there have been some changes in the members of the Groton Utilities Commission, and therefore, there may be some interest in allowing public access to the reservoir property. He also stated by having law abiding citizens on the property that it prevented mischief.

Chairman Dombrowski stated that he supported public access to the Groton Reservoir property and the Tri-Town Trail Master Plan. He questioned whether other parties, such as the Town of Preston and the Tri-Town Trail would also be submitting letters to the Groton Utilities Commission to support the initiative.

Mr. Holdridge stated the Groton Utilities Commission hired a Consultant who would be providing a Report that describes what other reservoirs do about recreational trails. He thanked the LUPPW Committee for their time this evening.

IV. PRESENTATIONS/INFORMATIONAL ITEMS – None.

V. REVIEW AND APPROVAL OF PRIOR MEETING MINUTES

MOTION to approve the Regular Meeting Minutes of November 7, 2022

Moved by Councilor Rodriguez, seconded by Councilor Marshall

VOTE: 3 - 0 Approved and so declared

VI. OLD BUSINESS

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

Councilor Rodriguez stated the GIS System update work was nearly complete. Therefore, she stated the LUPPW Committee would be able to address the *Assignment of Administrative Control of Town-Owned and Town-Leased Property* in January, 2023.

RESULT: NO ACTION

Next Meeting: 01/09/2023 6:00 p.m.

2. Enforcement of regulations to address blight issues.

Councilor Rodriguez noted at the LUPPW Committee’s November 7, 2022 meeting that Land Use Director Juliet Hodge stated in working to address blighted properties that they found that Ordinance #300-012 (rev 1) “*An Ordinance Concerning Blight and Public Nuisance for the Town of Ledyard*” needed to be updated.

Chairman Dombrowski stated the main reason there has not been much Blight Enforcement activity was because the Land Use Department has been short staffed for a quite some time. He went on to note that the reasons the LUPPW Committee had this item on their agenda was:

- To be aware of whether blight issues were being identified and addressed, not to necessarily be informed of the location, etc.; and
- To monitor how effective Ordinance #300-012 (rev 1) was; and to see if the Ordinance needed to be adjusted.

Chairman Dombrowski continued by stating that the goal in addressing blighted properties was to obtain voluntary compliance, without having to invoke the provisions in the Ordinance. He went on to state that fortunately most property owners were coming into compliance voluntarily, once they were notified that their property was in violation of the Blight Ordinance.

RESULT: DISCUSSED

Next Meeting: 01/09/2023 5:30 p.m.

3. No Action on the Potential future uses for the 101.80-acre Clark Farm property located at 1025 Colonel Ledyard Highway.

RESULT: NO ACTION

Next Meeting: 01/09/2023 6:00 p.m.

4. Security and safety concerns regarding the Park on East Street (Christy Hill Park).

Councilor Paul stated he visited the Park on East Drive and he noted the positive progress that has been made with the new lights, etc.

RESULT: NO ACTION

Next Meeting: 01/09/2023 6:00 p.m.

5. Discussion regarding the appropriate mechanism to provide information to residents pertaining to the structure and operation of land use processes in the Town of Ledyard.

Councilor Paul stated at the LUPPW Committee's October 3, 2022 meeting they heard comments from a resident regarding the Land Use process and the approval process. He went on to state that they also discussed the importance for residents to understand the complexities of Land Use noting that it involved Regulatory, State Statutes, the Plan of Conservation & Development (POCD), etc., and they discussed a mechanism to get this type of information out to residents.

Councilor Paul went on to note the awesome Informational Presentation that Public Works/Town Engineer Steve Masalin provided at the Committee's November 16, 2022 meeting; and he stated the Community Relations Committee discussed doing something similar to assist the Land Use Departments get information out to residents. He stated as they did for the Public Works

Presentation that they could post the meeting video on the town's website for residents to view at a later time or to revisit if they had subsequent questions. He also stated that the LUPPW Committee previously suggested the Land Use Departments draft a *Frequently Asked Questions* (FAQ) that could be posted on the town's website as well and shared on social media pages.

Councilor Paul stated the Community Relations Committee planned to work with Land Use Director Juliet Hodge after the holidays to coordinate and schedule an Informational Presentation sometime before May, 2023.

Councilor Rodriguez noted that the Parks & Recreation Informational Presentation that was held on April 11, 2022 was also excellent. She went on to comment that it was disappointing that the two Informational Presentations were not well attended.

RESULT: DISCUSSED

Next Meeting: 01/09/2023 6:00 p.m.

VII. NEW BUSINESS

1. No Action on the
Discussion and possible action on the
MOTION to recommend the Town Council approve a proposed "***Lease Agreement between Robert and Mary Graham and the Town of Ledyard***" for the lease of approximately .75-acre +/- parcel on Bush Pond.

RESULT: NO ACTION

Next Meeting: 01/09/2023 6:00 p.m.

2. No Action on the
Discussion and possible action on the
MOTION to recommend the Town Council set a Hybrid Public Hearing date for December 14, 2022; at 6:00 p.m. to be held in the Council Chambers, 741 Colonel Ledyard Highway, in accordance with CGS 07-163e, to receive comments and recommendations regarding the following:

*"A proposed **Lease Agreement between Robert and Mary Graham and the Town of Ledyard** to enter into a 99-year lease for approximately .75-acre +/- parcel on Bush Pond (Lantern Hill Valley Park) with the following caveats:*

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

RESULT: NO ACTION

Next Meeting: 01/09/2023 6:00 p.m.

3. Any New Business proper to come before the Committee
- MOTION to recommend the Town Council issue a letter to Groton Utilities Commission and Groton Town Council, to endorse and encourage public access to the Groton Reservoir to continue the development of the 14-mile Tri-Town Trail as defined on Master Plan, to traverse through the Groton Reservoir for passive recreation.
Moved by Councilor Rodriguez, seconded by Councilor Marshall
Discussion: The LUPPW Committee noted Mr. Holdridge's comments earlier this evening (III Public Comments) and agreed to add this Motion to the Agenda this evening to issue a letter of support for the Groton Utilities Commission to allow public access to the reservoir property for the construction of the Tri-Town Trail.

Chairman Dombrowski noted the Groton Utilities Commission Minutes included the following:

October 19, 2022 Meeting Minutes:

Tri Town Trails Association

Director Gaudet stated a group attended a meeting with Weston and Sampson and Chairperson Hedrick to review the extensive draft report that included regulatory requirements of GU owned land, survey respondents and considerations Groton Utilities needs to make. Scott Bighinatti is gathering additional information from the Groton Utilities team and will present to the Groton Utilities Commission at a meeting in the near future. The Commission would prefer to receive the final report prior to the present

November 16, 2022 Meeting Minutes:

"Tri Town Trails Association:

Director Gaudet reported that the draft report is being completed by Scott Bighinatti, CFM of Weston & Sampson. Mr. Bighinatti is waiting for final comments from Tri Town Trails. It is expected that the Commission will receive the report at least two weeks prior to Mr. Bighinatti's Power Point Presentation that will be given in the December meeting. Chairperson Hedrick stressed that there would be no action regarding this in December.

Chairperson Hedrick asked if the Commissioners had set up a tour of the Watershed that was offered by the Utility. He said he and Commissioner Godley attended a recent tour. Commissioner Godley said the staff was extremely knowledgeable and the experience will help the Commission to make an informed decision. Commissioner Zuliani confirmed that he has replied that he will be attending on Friday"

Chairman Dombrowski stated based on the Groton Utilities Commission Minutes that the timing for Ledyard to provide a letter of support to allow public access to the Reservoir for passive recreational trails was crucial. He also noted the popularity of the Tri-Town Trail, noting that he always sees people using the sections of the Trail that have been completed.

Councilor Paul stated the Tri-Town Trail Association had a lot of momentum and he agreed with Chairman Dombrowski and Mr. Holdridge that the timing to provide a Letter of Support was crucial at this time. He also commented on the importance to access the reservoir for the completion of the construction of the 14-mile Trail as designed, from Bluff Point to the Preston Plains Park.

The LUPPW Committee noted that the *Letter of Support* should also include a *List of Points for Consideration*, as Mr. Holdridge discussed, to address the benefits of public access to the reservoir and previous comments and concerns regarding public access to the reservoir.

Summary of Ledyard's Points of View for Groton Utilities Consideration

Trails bring benefits to communities:

- ✓ Several studies across the country show that established trail systems generate millions of dollars in economic activity.
- ✓ Trails encourage a healthier quality of life, safer pedestrian and bicycle movement, appreciation of the natural environment, and higher property values.
- ✓ According to real estate publications, "*Trails consistently remain the number one community amenity sought by prospective homeowners.*"

Trails will provide benefits for Groton Utilities:

- ✓ Trail access would be a public relations bonanza for Groton Utilities. Other water companies in Connecticut have cited dozens of benefits that they derive from a positive relationship with their neighbors and with the municipalities.
- ✓ Through interpretive signage and trail brochures the public will be educated on healthy watersheds and the filtration process.
- ✓ The larger presence of law-abiding citizens on reservoir properties has shown to reduce vandalism and other mischief.
- ✓ Grants are available from the State of Connecticut to buy open space and watershed lands.
- ✓ Ledyard has a growing Open Space purchase fund. If public access could be assured, there would be opportunities for Groton Utilities to coordinate with government and conservation groups to purchase additional watershed lands.

Arguments against trails on reservoir properties have little basis:

- ✓ Trails are not a real threat to clean water. In looking closely at the water testing that has been done over the past 20 years at other reservoirs in Connecticut, the findings have shown that there has never been a connection between recreational activity and contaminated water.
- ✓ Groton Utilities would have almost no liability exposure from personal injuries. In fact, Connecticut has a very strong statute protecting water companies from liability unless the company commits willful or wanton acts.
- ✓ Litter removal and trail obstructions are easily solvable issues. Several civic groups have already come forward to help local trail groups with litter removal and trail maintenance. There will be no shortage of volunteers for these tasks.

- ✓ Other water companies report that there has been no significant increase in costs resulting from new trails. In fact, trail grants and fund-raising activities often help to alleviate costs that had previously been the sole responsibility of the water companies.

VOTE: 3 – 0 Approved and so declared.

RESULT: 3 – 0 APPROVED AND SO DECLARED

MOVER: S. Naomi Rodriguez, Town Councilor

SECONDER: Gary Paul, Town Councilor

AYES: Gary Paul, John Marshall, Naomi Rodriguez

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 6:31 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 #: 22-017

Agenda Date: 1/9/2023

Agenda #: 1.

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.

Meeting Action Detail:

Land Use/Planning/Public Works Committee Meeting 10/03/2022:

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

Type: Land Use

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

Action: No Action

Minute Note:

Land Use Director Juliet Hodge stated some of the outstanding tasks to complete the GIS Update work were with Tax Assessor Adrianna Hedwall at this time. She stated that she believed all of the GIS Update work should be complete by January, 2023.

Action: No Action

Land Use/Planning/Public Works Committee Meeting 10/03/2022:

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

Type: Land Use

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

Action: No Action

Minute Note:

Councilor Rodriguez stated that she would talk with Land Use Director Juliet Hodge regarding the completion of the GIS System update.

Action: No Action

Land Use/Planning/Public Works Committee Meeting 9/19/2022

File #: [22418 <https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5814186&GUID=E2C7069F-CBA6-4209-A4C0-5F8D44613280>](https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5814186&GUID=E2C7069F-CBA6-4209-A4C0-5F8D44613280)
Version: 1

Type: Land Use ☐

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

Action: No Action

Meeting Note:

Councilor Rodriguez questioned whether the work to update the GIS System has been completed. Councilor Paul stated he would check on the status of the project with Land Use Director Juliet Hodge.

Land Use/Planning/Public Works Committee Meeting 8/1/2022

File #: [22418](#)

<https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5814186&GUID=E2C7069F-CBA6-4209-A4C0-5F8D44613280>

Version: 1

Type: Land Use ☐

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

Action:

No Action

Meeting Note:

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	ALIEN 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 M00	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 Commisison</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	903I	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
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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
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
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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
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			

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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	

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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			

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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	

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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	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: 1/9/2023

Agenda #: 2.

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:

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

File #: [22018](#) Version: 1

Type: Land Use

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

Action: No Action

Minute Note:

Chairman Dombrowski stated Zoning Enforcement Officer Tom Weber has provided a Blight Report for tonight's meeting.

Land Use Director Juliet Hodge stated that there has been a lot of blight activity. She stated in working to address blighted properties that they found that Ordinance #300-012 (rev 1) "*An Ordinance Concerning Blight and Public Nuisance for the Town of Ledyard*" needed to be updated.

Chairman Dombrowski stated the reason the blight issues has been included on the LUPPW Committee's agenda was mostly to monitor how effective Ordinance #300-012 (rev 1) was and to see if the Ordinance needed to be adjusted.

Land Use/Planning/Public Works Committee Meeting 10/03/2022:

File #: [22018](#) Version: 1

Type: Land Use

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

Action: No Action

Minute Note:

Councilor Paul stated Blight Reports would be provided on a quarterly basis.

Action: No Action

Land Use/Planning/Public Works Committee Meeting 9/13/2022:

File #: [22018](#) Version: 1

Type: Land Use

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

Action: No Action

Action: No Action

Minute Notes:

The LUPPW Committee noted that the Zoning Official would be providing Blight Reports on a quarterly basis, which would help the Committee determine whether Ordinance # 300-011 (rev.1) "*An Ordinance Concerning Blight and Public Nuisance for the Town of Ledyard*" was continuing to be effective.

LUPPW Cmt Meeting 8/1/2022

File #: [22018 <https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5814186&GUID=E2C7069F-CBA6-4209-A4C0-5F8D44613280>](https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5814186&GUID=E2C7069F-CBA6-4209-A4C0-5F8D44613280) Version: 1

Type: Land Use ☐

Title: Continued discussion regarding the progress of enforcing regulations to ☐

Action: No Action ☐

Minute Note: No Action

Action: 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 or entity

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 order the motor vehicle to be sold at public

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

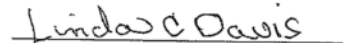
If any section, or part of a section, of this Ordinance shall be held by a court of competent jurisdiction to be invalid, such holding shall not be deemed to invalidate the remaining provisions hereof.

Section 16. Violation

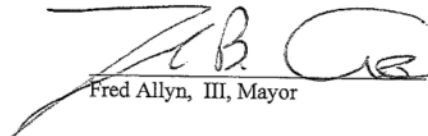
Section 17. Effective Date

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

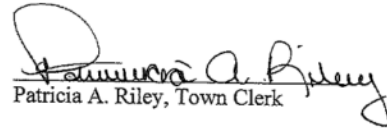

Linda C. Davis, Chairman

Approved/Disapproved on: 10/24/2019


Fred Allyn, III, Mayor

Published on: October 31, 2019

Effective Date: November 21, 2019


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: 1/9/2023

Agenda #: 3.

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

File #: [22019](#) Version: 1

Type: Land Use

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

Action: No Action

Minute Note:

Chairman Dombrowski stated there were no updates regarding the Clark Farm usage, noting that Mr. Majcher was continuing his farming activity on the leased area and the Tri-Town Trail that passed thru the property.

Action : No Action

Land Use/Planning/Public Works Committee Meeting 10/03/2022:

File #: [22019](#) Version: 1

Type: Land Use

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

Action: No Action

Minute Note:

No Action

LUPPW Cmt Meeting 9/19/2022

File #: [22019 <https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5814186&GUID=E2C7069F-CBA6-4209-A4C0-5F8D44613280>](https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5814186&GUID=E2C7069F-CBA6-4209-A4C0-5F8D44613280)
Version: 1

Type: Land Use ☐

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

Action: No Action

Minute Note:

Chairman Dombrowski stated the Lease for a portion of the Clark Farm with Mr. Majcher was scheduled to expire in 2026.

Councilor Rodriguez questioned the town's liability if an Organization such as *The Arc of Eastern Connecticut* was leasing town property to grow produce and they had an issue such as an e-coli breakout. Chairman Dombrowski stated the Organization leasing the property would bare the liability, not the town.

Action: No Action (Continue)

LUPPW Cmt Meeting 8/1/2022

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

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: No 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

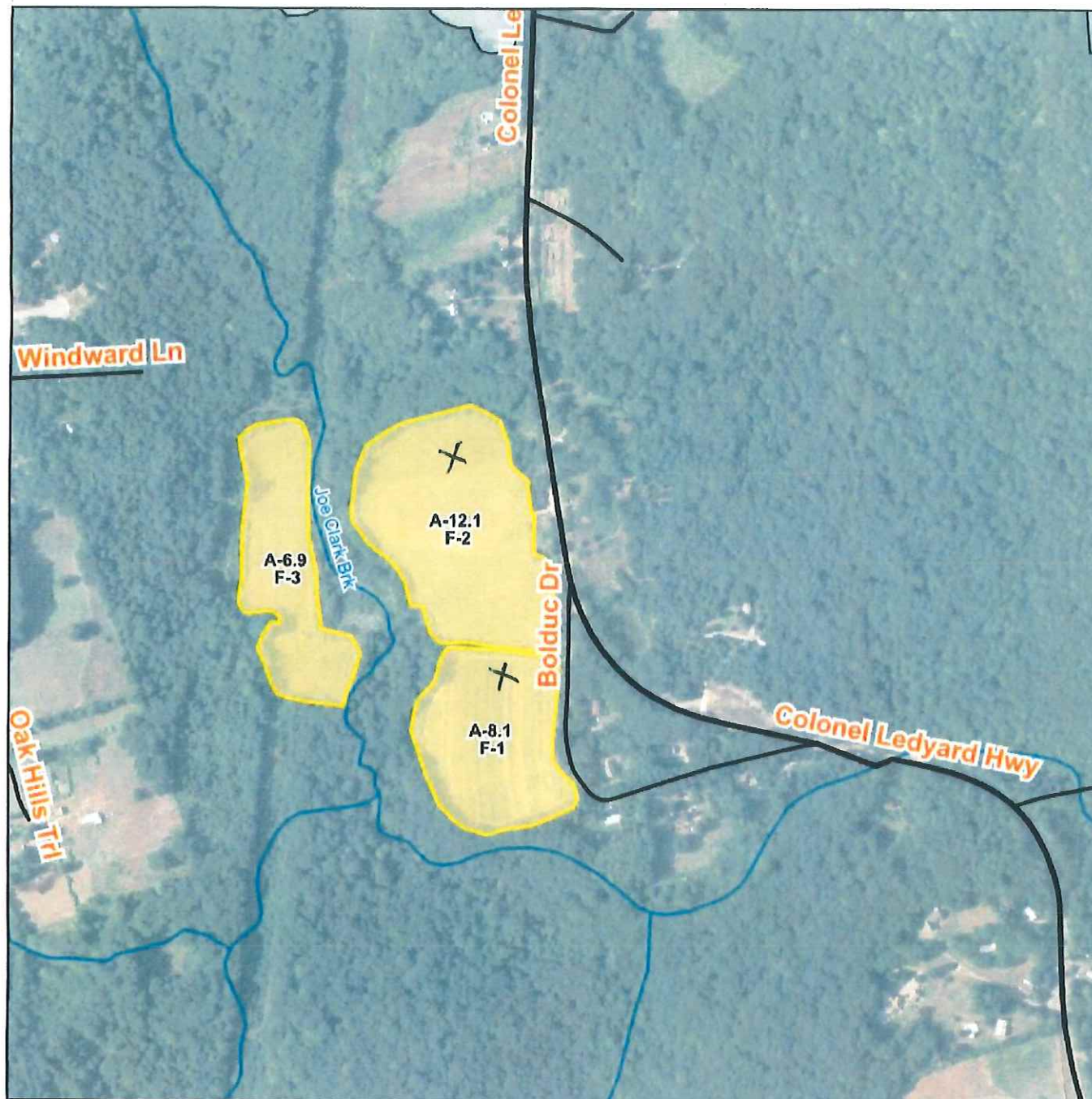
By _____
Fred B. Allyn, III, Mayor

By _____
Witness

Walter Majcher, Tenant

ADDENDUM A (Leased Premises)





MP-4001 (4/17)

Page 7 of 34 Map #3



Acreage Reporting Form

MAJCHER, WALTER G

188 Brickyard Rd -
Presque Isle ME 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 adjust 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.

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 ens sealing 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:**

Calvin K. Bodin, Jr.
FRED B. BODIN, JR.

THE TOWN OF LEDYARD


By: Susan B. Mendenhall
Its mayoe
Duly Authorized

STATE OF CONNECTICUT
COUNTY OF NEW LONDON

MASSACHUSETTS
Ss: LEAYARD

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 W. Eppinger*
My commission expires

BROWN JACOBSON P.C.

190337 Warranty Deed - Ledyard/MPTN

ATTORNEYS AT LAW

22 COURTHOUSE SQUARE P.O. BOX 381 NORWICH, CONNECTICUT 06360-0381
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.

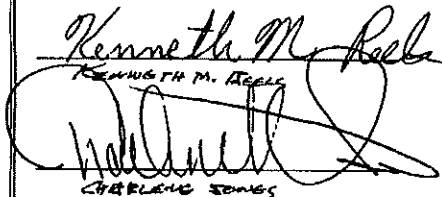
AND ALSO, the said grantor does for its successors and assigns, covenant with the said grantee its successors and assigns, that at and until the ensembling of these presents it is well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and has good right to bargain and sell the same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

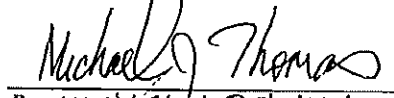
AND FURTHERMORE, the said grantor does by these presents bind itself and its heirs, and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to it the said grantee, its successors and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

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
Chairman


By: MICHAEL J. THOMAS
Its CHAIRMAN
Duly Authorized

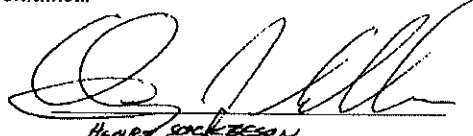
STATE OF CONNECTICUT

ss: Mashantucket

September 4, 2007

COUNTY OF NEW LONDON

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
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)

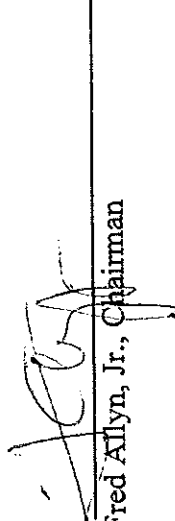
XIV. ADJOURNMENT

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

**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

1966 40 2006

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.

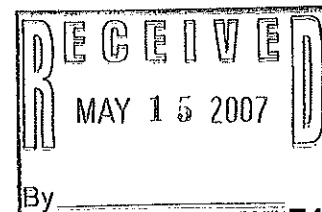
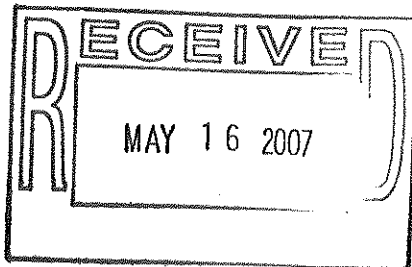
(2) A question about the Town Meeting and Resolution regarding the Land Swap and the issue of potential annexation of the land to be transferred to the MPTN.

(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.**

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Fred Allyn, Jr.

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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.

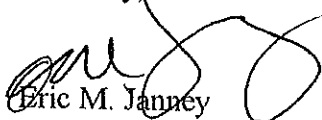
III. Information Regarding Dedication of by the Town of Ledyard of Indiantown property as a Park

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.

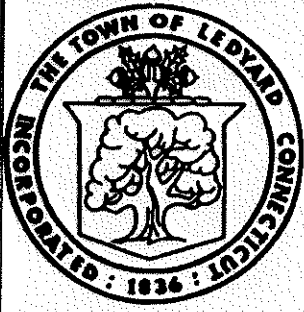
As you know, I will be out of the office on vacation but Attorney Frank Eppinger of my Groton office is available to you for further discussion on the above-named topics. Frank is also Town Attorney for the Town of North Stonington and thus is well versed in the unique aspects of transactions involving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

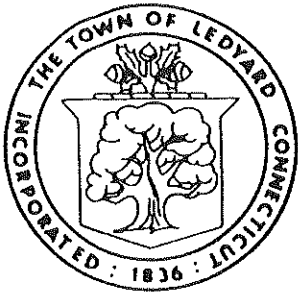
DATE:	March 28, 2007
TO:	Mayor Susan B. Mendenhall Town Council
FAX #:	860-464-8455 860-464-1485
FROM:	Jeffrey Allen
RE:	Land Exchange Agreement

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

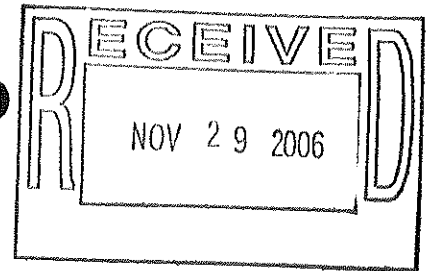
NUMBER OF PAGES TRANSMITTED 1 (Including Cover Page)

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.**

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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 40 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

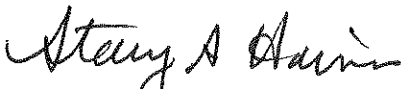
Re: Land Exchange Agreement

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: 1/9/2023

Agenda #: 4.

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:

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

File #: [22020](#) Version: 1

Type: Land Use

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

Minute Note:

Chairman Dombrowski noted in speaking to a resident that they were pleased with that the lights were working and that wood chips for the playscape area had arrived.

Councilor Paul stated he visited the Park on East Drive and he noted the positive progress that has been made.

Action: Continued

Land Use/Planning/Public Works Committee Meeting 10/03/2022:

File #: [22020](#) Version: 1

Type: Land Use

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

Action: Continued

Minute Note:

Councilor Paul noted Mr. Jamison's e-mail dated September 27, 2022 which included photographs of the new lights. He stated the electricity has been connected to the poles and the lights looked beautiful.

Councilor Rodriguez stated they were making progress at the Park, noting that the lights have been installed and turned on and that the railroad ties have been delivered. She thanked Mr. Jamison for moving the ties out of the way of the swing set. She noted Parks & Recreation Director Scott Johnson, Jr. talked with the Mayor regarding the special type of paint that was required to cover the graffiti. She stated although progress was slow that it was being made. She stated she looked forward to seeing the Park next Spring, 2023 with the warmer weather.

Councilor Paul stated in his conversation with Parks & Recreation Director Scott Johnson, Jr. they discussed visiting the Park to see the lights turned on. He thanked Mr. and Mrs. Jamison for their interest in the Park and continued updates. He stated they were moving in the right direction.

LUPPW Cmt Meeting 9/19/2022

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 ☐

Action: No Action (Continued)

Minute Note:

Councilor Rodriguez noted although the Parks & Recreation Commission had planned to hold their September 20, 2022 meeting at the Park on East Drive that there was a change in plans; noting that the Parks & Recreation Commission would not be holding their September meeting at the Park.

Councilor Paul, Liaison to the Parks & Recreation Commission, noted at tomorrow night's meeting he would ask the Parks & Recreation Commission whether they planned to reschedule holding one of their meetings at the Park on East Drive.

LUPPW Cmt Meeting 8/1/2022

File #: [22020](#)

<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: [No Action \(Continued\)](#)

Roxanne Maher

From: William Saums
Sent: Tuesday, September 27, 2022 12:34 PM
To: William Jamieson Jr
Cc: Town Council Group; Kevin J. Davis; Blakely Elizabeth Jamieson; Fred Allyn, III; John Rich
Subject: RE: East Drive Park Update

Thanks Jamie. I may need to go read it again, but I thought there was some mention of wood chips. Are the ties there for containing wood chips? I could be very wrong....

-Bill

From: William Jamieson Jr <williamjamiesonjr@gmail.com>
Sent: Tuesday, September 27, 2022 12:13 PM
To: William Saums <WSaums@ledyardct.org>
Cc: Town Council Group <TownCouncil@ledyardct.org>; Kevin J. Davis <kevin.j.davis@outlook.com>; Blakely Elizabeth Jamieson <blakelyelizabethjamieson@gmail.com>; Fred Allyn, III <mayor@ledyardct.org>; John Rich <chief.rich@ledyardct.org>
Subject: Re: East Drive Park Update

Hi Bill,
 Thank you for the reply. The only mention of the Christy Hill park I see in the minutes is the lighting. Nothing else is addressed including the safety concerns of the exposed railroad ties in the middle of playground or the lumber the town dropped off in the middle of the play area and did not install.

On Tue, Sep 27, 2022, 11:08 AM William Saums <WSaums@ledyardct.org> wrote:

Bill, Blakely,

The email was received by councilors, and the Community Relations Committee discussed it at their meeting last week. The Parks & Recreation Committee also received a Director's Report about waiting on Eversource to complete the meter, which was in their meeting minutes from their last meeting. There were other updates in the minutes as well.

Here's the link to their minutes: [Meeting Minutes \(legistar.com\)](https://legistar.com/MeetingMinutes)

-Bill Saums

(O) 1-860-572-7181

(M) 1-401-225-5362

Roxanne Maher

From: William Saums
Sent: Tuesday, September 27, 2022 11:08 AM
To: William Jamieson Jr; Town Council Group
Cc: Kevin J. Davis; Blakely Elizabeth Jamieson; Fred Allyn, III; John Rich
Subject: RE: East Drive Park Update

Bill, Blakely,

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

From: William Jamieson Jr <williamjamiesonjr@gmail.com>
Sent: Tuesday, September 27, 2022 8:30 AM
To: Town Council Group <TownCouncil@ledyardct.org>
Cc: Kevin J. Davis <kevin.j.davis@outlook.com>; Blakely Elizabeth Jamieson <blakelyelizabethjamieson@gmail.com>; Fred Allyn, III <mayor@ledyardct.org>; John Rich <chief.rich@ledyardct.org>
Subject: Re: East Drive Park Update

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

Good Morning All,

There has been one update since the last email. The electric meter was finally installed and the lights powered up this week. They look great and I suspect will deter folks from trespassing at night. (See attached photo)

I am not sure if this email reached everyone as I only heard back from Mayor Fred over the last 7 days since I sent the previous email.

Respectfully,
 The Jamieson's

On Tue, Sep 20, 2022, 7:13 PM William Jamieson Jr <williamjamiesonjr@gmail.com> wrote:

Good Evening Council Members,
 I wanted to update everyone since many of us last met in person on the status of East Dr Park progress.

Since our meeting held at the park, there has been slight progress but not nearly what was promised. For example the table has not been removed from playground woodchip area, lights were installed last month but still not functioning, the Parks & Rec meeting scheduled for this month was suppose to be held at the park and was not, the woodchips were not replaced and as a result there are still hazards that exist from the current condition of them

(protruding railroad ties). There is still offensive graffiti present as well as vandalism occurring after hours. The town dropped off several 4x4's last month and now they just lay as a tripping hazard in the playground and not installed. A swing was stolen and at least eventually replaced.

The positives:

The parks & rec employee responsible for locking the park has been very consistent in his duties of locking at night.

LPD has definitely increased patrols however not improved upon response times.

I have attached several pictures taken today at the park.

Thank You for your continued efforts to return this park to its fullest potential for all the children and families in our community to enjoy.

Respectfully,
William Jamieson
16 East Dr, Gales Ferry, CT 06335
860-383-9008



Roxanne Maher

From: William Jamieson Jr <williamjamiesonjr@gmail.com>
Sent: Tuesday, September 20, 2022 7:13 PM
To: Town Council Group
Cc: Kevin J. Davis; Blakely Elizabeth Jamieson; Fred Allyn, III; John Rich
Subject: East Drive Park Update
Attachments: Screenshot_20220920-190835_Gallery.jpg; Screenshot_20220920-191033_Gallery.jpg; Screenshot_20220920-191151_Gallery.jpg; Screenshot_20220920-191111.jpg; Screenshot_20220920-190814_Gallery.jpg; Screenshot_20220920-191140_Gallery.jpg; Screenshot_20220920-191128_Gallery.jpg; Screenshot_20220920-191020_Gallery.jpg

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 16 East Dr, Gales Ferry, CT 06335
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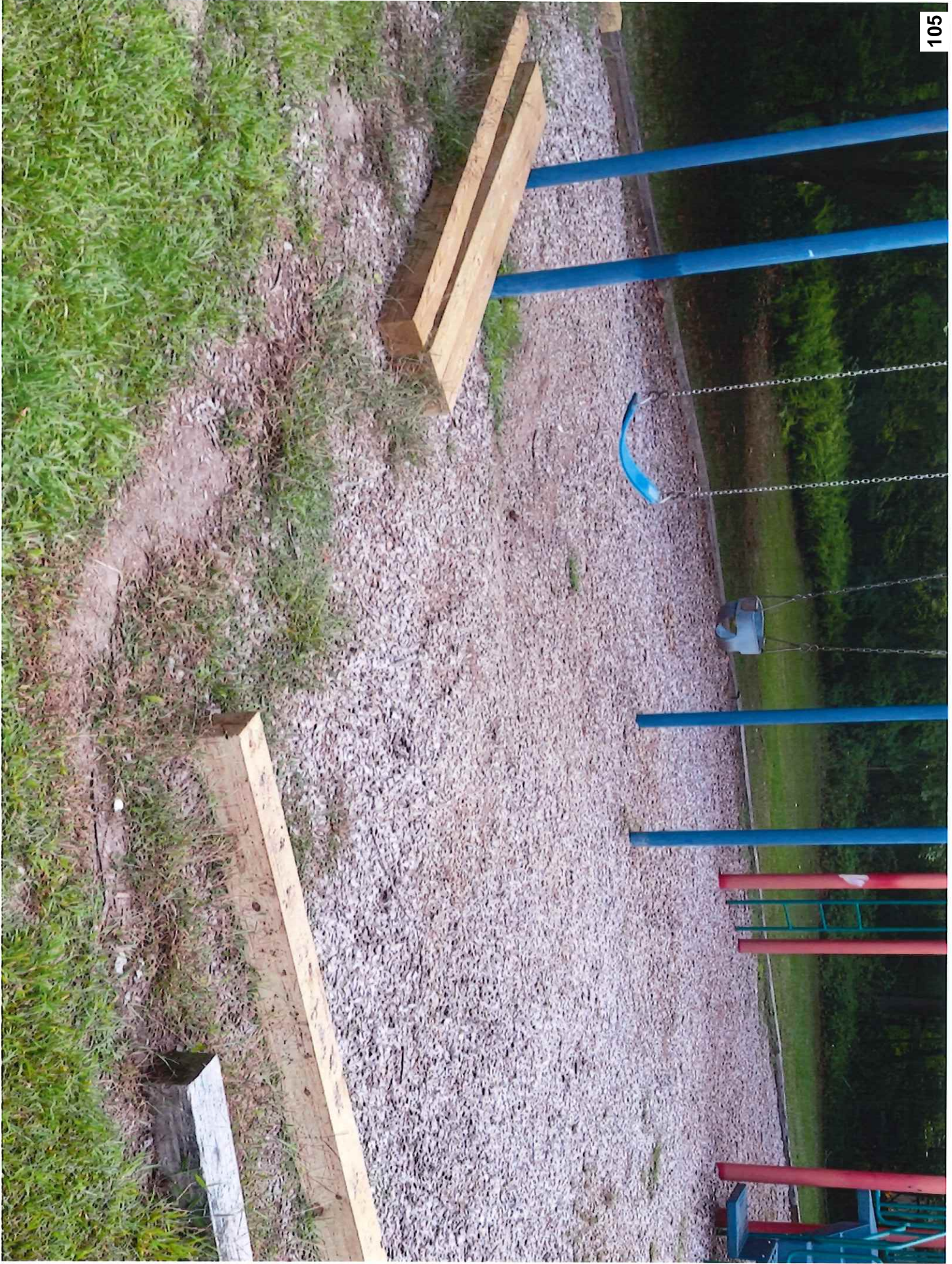




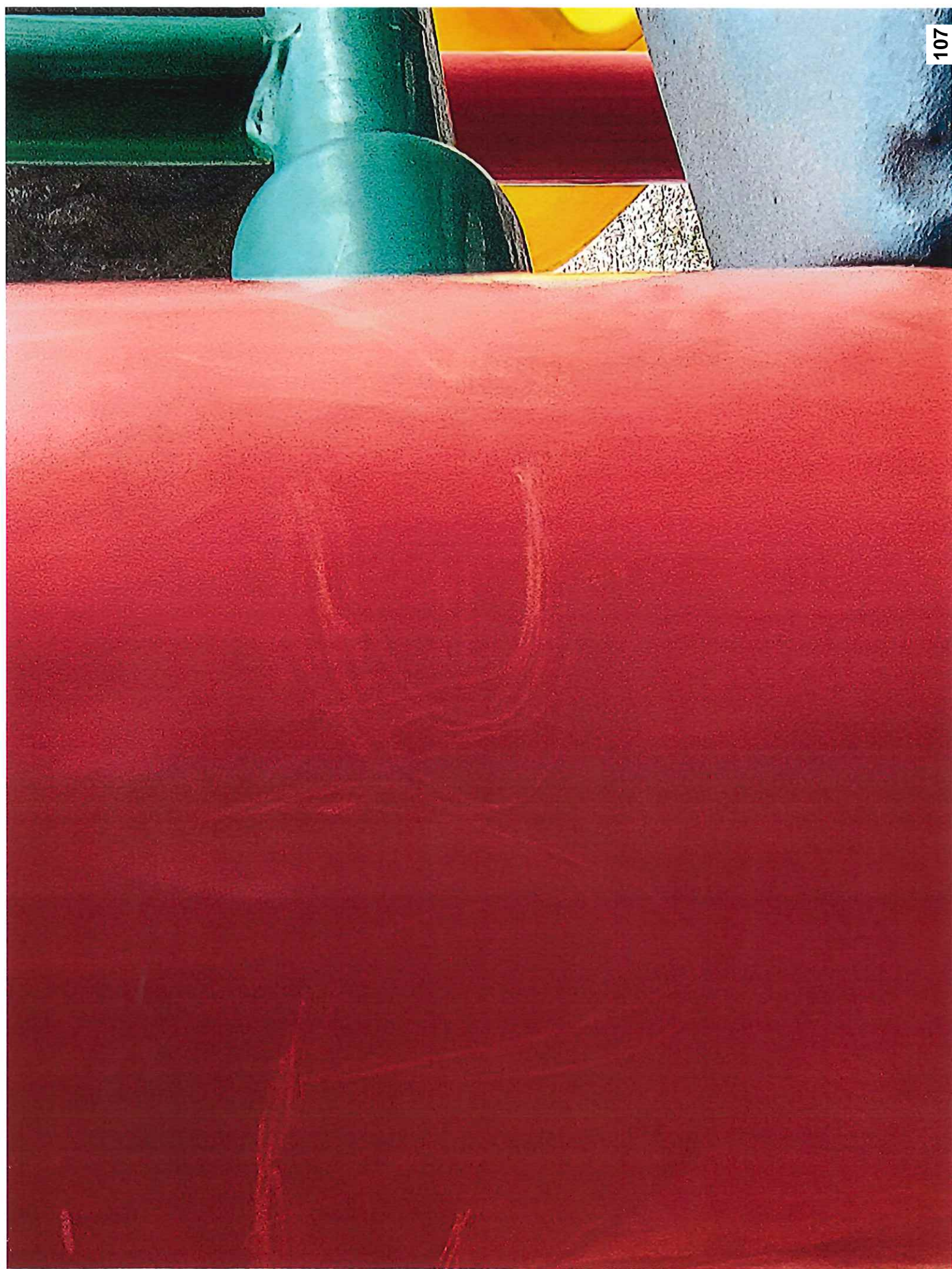










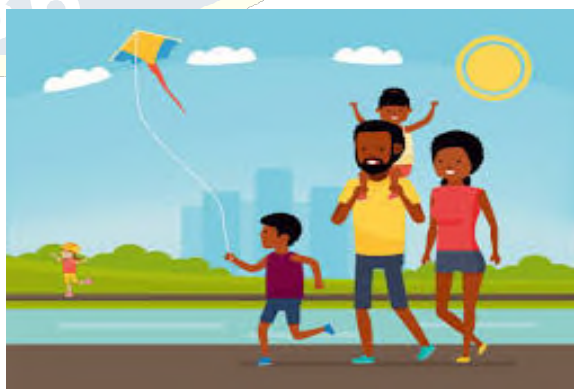




Park at East Drive
INFORMAL CONVERSATION
WEDNESDAY, JULY 20, 2022

6:30 p.m.

***Please Stop by and Join the
Community Relations Committee
in an informal conversation regarding
topics of interest to our community.
Your Comments are Important to us!***





Chairman Kevin J. Dombrowski

TOWN OF LEDYARD CONNECTICUT

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

109

July 7, 2022

Glen and Ms. Donna Miller
3 Ramblewood Drive
Gales Ferry Connecticut 06335

Dear Mr. and Mrs. Miller:

The Town Council's Community Relations Committee has been working to actively engage residents to gain an understanding of the issues that are of concern to our community.

The Community Relations Committee invites you and your neighbors to join us on Wednesday, July 20, 2022 at 6:30 p.m. at the Park on East Drive to participate in an informal conversation regarding illicit behavior and safety concerns that have come to our attention.

The Committee looks forward to meeting you and is interested in hearing your comments on these issues or any other items of concern to you and your family.

Should you not be able to attend this event but would like to provide comments please do not hesitate to contact the Town Council at (860) 464-3203 or e-mail: towncouncil@ledyardct.org

Your comments are important to us.

Sincerely,


Gary Paul
Committee Chairman
Community Relations Committee

Park on East Drive – Informal Conversation

GP/rm



TOWN OF LEDYARD CONNECTICUT

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

Chairman Kevin J. Dombrowski

July 7, 2022

Mr. Robert M. Johnson
12 Oakwood Drive
Gales Ferry Connecticut 06335

Dear Johnson:

The Town Council's Community Relations Committee has been working to actively engage residents to gain an understanding of the issues that are of concern to our community.

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Sincerely,


Gary Paul
Committee Chairman
Community Relations Committee



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(860) 464-3203
towncouncil@ledyardct.org

Chairman Kevin J. Dombrowski

July 7, 2022

Gil and Gem Green
4 East Drive
Gales Ferry Connecticut 06335

Dear Mr. and Mrs. Green:

The Town Council's Community Relations Committee has been working to actively engage residents to gain an understanding of the issues that are of concern to our community.

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Sincerely,


Gary Paul
Committee Chairman
Community Relations Committee



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(860) 464-3203
towncouncil@ledyardct.org

Chairman Kevin J. Dombrowski

July 7, 2022

Kevin and Colleen Davis
7 Ramblewood Drive
Gales Ferry Connecticut 06335

Dear Mr. and Mrs. Davis:

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Chairman Kevin J. Dombrowski

TOWN OF LEDYARD CONNECTICUT

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

July 7, 2022

Mr. Thomas W. Hertel
8 East Drive
Gales Ferry Connecticut 06335

Dear Mr. Hertel:

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towncouncil@ledyardct.org

Chairman Kevin J. Dombrowski

July 7, 2022

Debora S. Crane and Sarah A. McCarthy
11 East Drive
Gales Ferry Connecticut 06335

Dear Ms. Crane and Ms. McCarthy:

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Chairman Kevin J. Dombrowski

July 7, 2022

Ms. Barbara E. Barnes
7 East Drive
Gales Ferry Connecticut 06335

Dear Ms. Barnes:

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(860) 464-3203
towncouncil@ledyardct.org

Chairman Kevin J. Dombrowski

July 7, 2022

Hector and Taylor Torres
7 Hillside Drive
Gales Ferry Connecticut 06335

Dear Mr. and Mrs. Torres:

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Gary Paul
Committee Chairman
Community Relations Committee



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(860) 464-3203
towncouncil@ledyardct.org

Chairman Kevin J. Dombrowski

July 7, 2022

Mr. Steven Johnson
6 East Drive
Gales Ferry Connecticut 06335

Dear Mr. Johnson:

The Town Council's Community Relations Committee has been working to actively engage residents to gain an understanding of the issues that are of concern to our community.

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towncouncil@ledyardct.org

Chairman Kevin J. Dombrowski

July 7, 2022

Mr. Nathan Tustison
14 Oalwood Drive
Gales Ferry Connecticut 06335

Dear Mr. Tustison:

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towncouncil@ledyardct.org

Chairman Kevin J. Dombrowski

July 7, 2022

William and Blakely Jamieson
16 East Drive
Gales Ferry Connecticut 06335

Dear Mr. and Mrs. Jamieson:

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towncouncil@ledyardct.org

Chairman Kevin J. Dombrowski

July 7, 2022

Shawn and Jacquelin Loftus
4 Hillside Drive
Gales Ferry Connecticut 06335

Dear Mr. and Mrs. Loftus:

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Committee Chairman
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Chairman Kevin J. Dombrowski

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

July 7, 2022

Mr. Dillion Clark
10 East Drive
Gales Ferry Connecticut 06335

Dear Mr. Clark:

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towncouncil@ledyardct.org

Chairman Kevin J. Dombrowski

July 7, 2022

Cameron M. Perl
12 East Drive
Gales Ferry Connecticut 06335

Dear Ms. Perl:

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Chairman Kevin J. Dombrowski

TOWN OF LEDYARD CONNECTICUT

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

123

July 7, 2022

Carlos and Desiree Rosado
24 Christy Hill Road
Gales Ferry Connecticut 06335

Dear Mr. and Mrs. Rosado:

The Town Council's Community Relations Committee has been working to actively engage residents to gain an understanding of the issues that are of concern to our community.


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Gary Paul
Committee Chairman
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Chairman Kevin J. Dombrowski

TOWN OF LEDYARD CONNECTICUT

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

July 7, 2022

Robert and Michelle Partick
5 Ramblewood Drive
Gales Ferry Connecticut 06335

Dear Mr. and Mrs. Partick:

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Sincerely,


Gary Paul
Committee Chairman
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(860) 464-3203
towncouncil@ledyardct.org

Chairman Kevin J. Dombrowski

July 7, 2022

Joseph and Irene Gramlich
5 East Drive
Gales Ferry Connecticut 06335

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Chairman Kevin J. Dombrowski

July 7, 2022

Ms. Susan L. Burns
6 Rambelwood Drive
Gales Ferry Connecticut 06335

Dear Ms. Burns:

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towncouncil@ledyardct.org

July 7, 2022

Superior Insulation and Services, LLC
107 Montauk Avenue
New London Connecticut 06320

To Whom this May Concern:

The Town Council's Community Relations Committee has been working to actively engage residents to gain an understanding of the issues that are of concern to our community.

The Community Relations Committee invites you and your neighbors to join us on Wednesday, July 20, 2022 at 6:30 p.m. at the Park on East Drive to participate in an informal conversation regarding illicit behavior and safety concerns that have come to our attention.

The Committee looks forward to meeting you and is interested in hearing your comments on these issues or any other items of concern to you and your family.

Should you not be able to attend this event but would like to provide comments please do not hesitate to contact the Town Council at (860) 464-3203 or e-mail: towncouncil@ledyardct.org

Your comments are important to us.

Sincerely,

Gary Paul
Committee Chairman
Community Relations Committee



TOWN OF LEDYARD CONNECTICUT

Chairman Kevin J. Dombrowski

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

July 7, 2022

Mr. Theodore W. Day
30 Seabury Avenue
Gales Ferry Connecticut 06335

Dear Mr. Day:

The Town Council's Community Relations Committee has been working to actively engage residents to gain an understanding of the issues that are of concern to our community.

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Chairman Kevin J. Dombrowski

July 7, 2022

Mr. Stephanos Stravoravdis
Ms. Adaliss Rodriguez
224 Malcein Drive
Southington Connecticut 06489

Dear Mr. Stravoravdis and Ms. Rodriguez:

The Town Council's Community Relations Committee has been working to actively engage residents to gain an understanding of the issues that are of concern to our community.

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Chairman Kevin J. Dombrowski

July 7, 2022

Jeffery and Nancy Shama
1 Ramblewood Drive
Gales Ferry Connecticut 06335

Dear Mr. and Mrs. Shama:

The Town Council's Community Relations Committee has been working to actively engage residents to gain an understanding of the issues that are of concern to our community.


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Chairman Kevin J. Dombrowski

July 7, 2022

Mr. Alexander J. Corces
8 Oakwood Drive
Gales Ferry Connecticut 06335

Dear Mr. Corces:

The Town Council's Community Relations Committee has been working to actively engage residents to gain an understanding of the issues that are of concern to our community.

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Chairman Kevin J. Dombrowski

July 7, 2022

Ms. Anastasia Knight
6 Hillside Drive
Gales Ferry Connecticut 06335

Dear Ms. Knight:

The Town Council's Community Relations Committee has been working to actively engage residents to gain an understanding of the issues that are of concern to our community.

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Chairman Kevin J. Dombrowski

July 7, 2022

Jose and Elizabeth Tauzon
11 Ramblewood Drive
Gales Ferry Connecticut 06335

Dear Mr. and Mrs. Tauzon:

The Town Council's Community Relations Committee has been working to actively engage residents to gain an understanding of the issues that are of concern to our community.

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towncouncil@ledyardct.org

Chairman Kevin J. Dombrowski

July 7, 2022

Mr. Carlo Boiones
6 Oakwood Drive
Gales Ferry Connecticut 06335

Dear Mr. Boiones:

The Town Council's Community Relations Committee has been working to actively engage residents to gain an understanding of the issues that are of concern to our community.

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Committee Chairman
Community Relations Committee



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 22-726

Agenda Date: 1/9/2023

Agenda #: 5.

AGENDA REQUEST
GENERAL DISCUSSION ITEM

Subject:

Discussion regarding the appropriate mechanism to provide information to residents pertaining to the structure and operation of land use processes in the Town of Ledyard.

Background:

LUPPW Cmt Meeting 10/3/2022: A resident addressed recent land use developments in town, such as the former Dow Chemical Site; the Liquor Store in the former Veterinarian Building on Route 12, the new Bark N' Brew, or the Dollar General Store going in next to the McDonalds.

The resident noted in attending the Planning & Zoning Meetings he realized that most people in town have no understanding of *Land Use Regulations, Land Use Statutes, how things were done, who had the authority, what the Mayor's role was, what the Town Council's role was, what was the role of the myriad of Land Use Commissions and Boards, and who had the final say.*

It was suggested that the town teach residents about *Land Use*.

Based on the resident's suggestion the LUPPW Committee agreed to discuss how to get information out to residents pertaining the process to address land use matters at their November 7, 2022 meeting.

Department Comment/Recommendation:

(type text here)

Meeting Action Detail:

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

File #: [22726](#) Version: 1

Type: Land Use

Title: Discussion regarding the appropriate mechanism to provide information to residents pertaining to the structure and operation of land use processes in the Town of Ledyard.

Action: Continued

Minute Note:

Chairman Dombrowski stated at the LUPPW Committee's October 3, 2022 they heard comments that residents were not sure how the land use process worked regarding permits; the approvals, and who decided what business could come into town. He stated the developments that were specifically mentioned was the Dollar General Store and the Cashman Project on Route 12, Gales Ferry. He stated because the Cashman Project has not submitted any Permit Applications to the town, that there was nothing for the town to comment on at this time. He also mentioned that residents have questioned why the town allowed a Dollar General Store and that they did not try to facilitate other stores such as a *Trader Joes* or a similar type of business.

Councilor Rodriguez stated that there was a misconception that residents think the Town Council has some authority regarding land use matters, which they do not. Chairman Dombrowski agreed, noting that per state statute that the Town Council has no authority regarding zoning matters.

Land Use Director Juliet Hodge stated she tries to answer questions as they come in. She noted that she recently attended the Ledyard Rotary Meeting to explain the land use process regarding the Cashman Development at the former Dow Chemical Property on Route 12, in Gales Ferry to try to get the word out to the community. She stated that she would be willing to attend other groups to answer questions as well.

Chairman Dombrowski stated in 2012 and again in 2019 Councilor McGrattan worked with former Library Director Gale Bradbury to facilitate a "*Know Your Town Program*" which invited residents to visit various Departments during the evening hours each week to become familiar with town staff and to learn about the functionality of each Department. He noted that the week the Land Use Department was featured that the resident turnout was low.

Councilor McGrattan agreed with Chairman Dombrowski's recollection of the "*Know Your Town Program*" and resident's interest/participation, noting that there were a number of programs that no residents attended at all.

Chairman Dombrowski stated as Councilor Rodriguez mentioned, land use matters were outside of the Town Councils purview. However, he stated that perhaps the Town Council could help the Land Use Commissions facilitate a discussion.

Councilor Paul suggested the Land Use Commissions hold an Informational Meeting that residents could attend, where the Commissions and town staff could provide an overview of the land use processes.

Land Use Director Juliet Hodge explained that the time for residents to provide input was during the drafting/update of the Zoning Regulations. She stated if an Application meets the Zoning Regulations that it must be approved regardless of people's opinions. She went on to explain during an Application Public Hearing the Planning & Zoning Commission was looking to receive facts as to whether the Application met or did not meet the Zoning Regulations, noting that all of the Commission's decisions were fact driven and were not subject to opinion. She stated if residents did not want franchise business such as the Dollar General Store that they could have included something in the recent Zoning Regulations Update pertaining to commercial businesses in the Design District. However, she stated the Planning & Zoning Commission received very little

public input during the work sessions and public hearings to update the Zoning Regulations.

The LUPPW Committee discussed ways to provide information to residents pertaining to the structure and operations of the Town's Land Use process which included posting a *Frequently Asked Question* (FAQ) Sheet uploading short videos on the town's website which would answer land use questions and could be linked to social media pages.

The LUPPW Committee and Ms. Hodge also discussed the challenge to attract development noting that Developers look at the demographics and they also consider the limited access to I-95 and I-395, noting to the west was Thames River, to the east was the Groton Reservoir, to the south was the US Navy Subbase, the Commissary and Stop & Shop; and to the north was Montville and Norwich with shopping grocery and retail shopping available.

Action: Continued (Next Meeting 12/5/2022)



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 22-032

Agenda Date: 1/25/2023

Agenda #: 1.

CONTRACT/LEASE

Subject/Motion:

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

Background:

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

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

Mr. and Mrs. Graham would like to long-term lease an 0.80+/- acre portion of the parcel with approximately 550 linear feet of the pond frontage to the Town. Due to Health District requirements, a certain portion of property must remain as a reserve area for the remaining cottages on the parcel (one cottage on the south side and three cottages on the north side). Given that, direct donation of the ownership of the parcel in question could not occur.

Mr. and Mrs. Graham have offered the Town an opportunity to enter into a 99-year Lease for \$1 to provide a waterfront park for the Town.

The Town could not construct any enclosed buildings on the parcel but could erect a gazebo for picnicking, as well as allowing the town to put a port-a-john on the property seasonally.

The parcel would be under the Administrative Control of the Parks & Recreation Department and would allow fishing, picnicking canoeing and kayaking. Motorized boats are prohibited.

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

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

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

At the regular Planning and Zoning Commission meeting held on November 10, 2022, the Commission members voted unanimously to forward a FAVORABLE REPORT to the Town Council for their request for the Town to enter into a 99-year lease agreement for approximately .75-acres of a property located at 600 Lantern Hill Road for a roadside park with parking and access to Bush Pond for small craft such as kayaks and canoes (Lantern Hill Valley Park) adding that the requested project is in keeping with the Ledyard POCD which states "Community facilities provide for the health, welfare and convenience of residents and add to the quality of life."

Finance Director's Recommendation:

(type text here)

Mayor Recommendation:

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

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

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

Type: Land Use

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

Action: No Action

Minute Note:

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

Town Council Meeting 7/27/2022

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

Type: Land Use

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

In addition, appropriate up-to \$5,000 from Account # (Open Space Acquisition) to pay

for the survey, the legal description and other administrative services associated to the proposed leasing of the parcel.

Mover: Saums

Secunder: Ryan

Action:

Approved

Minute Note:

Moved by Councilor Saums, seconded by Councilor Ryan

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

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

VOTE: 8- 0 Approved and so declared

Action: Approved

Finance Committee Meeting 7/20/2022

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

Type: Financial Business Request (FBR)

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

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

Mover: Ingalls

Seconder: Ryan

Action: Recommend to Approve

Minute Note:

Moved by Councilor Ingalls, seconded by Councilor Ryan

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

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

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

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

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

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

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

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

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

VOTE: 3 - 0 Approved and so declared

Action: Recommend to Approve

LEASE

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

1. Premises. In consideration of the Rent (as hereinafter defined) and the covenants and agreements made herein, Landlord leases to Tenant and Tenant accepts and hires from Landlord the premises as outlined and described on Exhibit A hereto consisting of approximately 0.8 acres located on the easterly side of Lantern Hill Road in Ledyard, Connecticut, together with any improvements now or hereafter constructed thereon in accordance with the terms set forth herein (the “Premises”).

2. Term. The term herein shall commence on the date hereof (i.e. _____, 202____) (the “Commencement Date”) and expire on the day prior to the ninety-ninth (99th) anniversary thereof (i.e. _____, 212____). Tenant hereby accepts the Premises in its “As-Is; Where Is” condition, without any representations or warranties.

3. Rent. (a) Tenant shall pay a base rent of \$10.00 per annum (the “Base Rent”) to Landlord annually in advance. The first annual installment thereof in the amount of \$10.00 shall be payable on the Commencement Date, and each subsequent installment of Base Rent shall be payable on each anniversary of the Commencement Date occurring during the Term.

(b) This Lease is intended to be an absolute net lease such that this Lease shall yield all Base Rent payable hereunder as an absolutely net return to Landlord. Accordingly, Tenant shall pay as additional rent hereunder all taxes, insurance, assessments, utilities, maintenance, repair and compliance costs, and all other costs, expenses and obligations of every kind and nature whatsoever relating to the use of the Premises that may be incurred during the Term hereof. At all times during which the Premises and the parcel adjacent thereto that is presently owned by Landlord (the “Adjacent Parcel”) constitute the same tax parcel, the taxes assessed on the unimproved land comprising the Premises and the Adjacent Parcel will be equitably adjusted such that Tenant shall pay 50% of the aggregate taxes attributable to such unimproved land and Landlord shall pay the balance (it being acknowledged and agreed that in the event the taxes attributable to such land are increased due to the value of any improvements on the Adjacent Parcel, Tenant’s share of such taxes shall be adjusted such that no portion of any such increase attributable to the value of such improvements shall be the responsibility of Tenant).

(c) All costs and expenses which Tenant assumes or agrees to pay and any other sum payable by Tenant pursuant to this Lease shall be deemed additional rent (“Additional Rent”), whether or not so designated herein (Base Rent and Additional Rent are sometimes collectively referred to herein as the “Rent”). The Rent shall be paid in lawful money of the United States of America to the Landlord or to such other person or at such other place as Landlord may from time to time designate in writing, without any prior notice or demand therefor and without deduction or offset.

(d) If any Rent is not paid within ten (10) days after notice that the same is delinquent, Tenant shall pay Landlord a late charge of five percent (5%) of the amount due.

4. Use. Tenant shall use the Premises only for public recreational purposes; providing however, that Tenant shall not permit motorized boats of any kind to access Bush Pond from the Premises. Tenant shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the Premises or do or permit anything to be done in the Premises which is not in compliance with applicable laws and/or any encumbrances of record (any such encumbrance, a "Permitted Encumbrance"). Tenant may install signage at the Premises consistent with the terms hereof, provided that such signage shall be in compliance with applicable law and any Permitted Encumbrances. In the event any person(s) use the Premises in violation of the terms hereof, the same shall not be deemed to be a default by Tenant hereunder provided that Tenant does not permit such use and uses reasonable efforts to mitigate any such use.

Permitted uses on or at the Premises include: passive recreational activities by the public; events sponsored and/or sanctioned by the Tenant; and picnics, swimming, manual launching of small water craft such as kayaks, paddle boards and canoes. Uses not permitted are launching or use of any motorized watercraft.

5. Services. Landlord shall have no obligation to provide any services or amenities to Tenant in connection with the Premises (it being acknowledged and agreed that Landlord's sole obligation hereunder shall be as set forth in Section 19 hereof).

6. Maintenance and Repairs. Tenant shall keep the Premises, including any and all improvements or alterations made thereto, in good order and condition, for and in compliance with applicable laws. Without limiting the foregoing, Tenant shall be responsible for all necessary repairs, replacements and alterations in and to the Premises (provided that Tenant shall be permitted to remove in a professional manner any improvements Tenant installs on the Premises in accordance with the terms hereof).

7. Alterations and Improvements. Tenant shall not make any alterations or improvements to the Premises without the prior consent of Landlord (which may be withheld in Landlord's reasonable discretion) except as follows: (1) Tenant may erect one open sided pavilion on the Premises; (2) Tenant may provide seasonal portable toilet facilities at the Premises; and (3) Tenant may construct, maintain and improve a gravel parking area or gravel parking areas on the Premises. Landlord may condition any such consent for further improvements upon receipt of all plans and specifications for such alterations and improvements and upon Tenant's furnishing to Landlord of any and all applicable building permits or other required governmental approvals. Any review or approval by Landlord of any plans or specifications with respect to any alteration or improvement is solely for Landlord's benefit, and without any representation or warranty whatsoever to Tenant with respect to the adequacy or correctness thereof or otherwise. If Landlord gives its consent to the making of alterations or improvements by Tenant, all such work shall be done by licensed and professional contractors or by the buildings and grounds (or other similar) department of The Town of Ledyard and in a lien free manner in accordance with such plans and specifications, applicable law and any the terms of any Permitted Encumbrance.

8. Ownership of Improvements. All improvements or alterations shall be owned by Tenant and shall be removed by Tenant, at Tenant's sole cost and expense, at the expiration of the Term of the Lease.

9. Assignment and Subletting. Tenant shall not assign, mortgage, encumber or otherwise transfer this Lease or any interests therein (any such transaction, an "assignment"), nor sublet, suffer or permit the Premises or any part thereof to be used by others (any such transaction, a "sublease"), without the prior written consent of Landlord in each instance (which consent may be withheld by Landlord in its sole discretion); provided that Tenant may assign or otherwise transfer any or all of its rights hereunder to a department or instrumentality thereof and Tenant may permit the use of the Premises by the public in accordance with the provisions hereof (it being acknowledged and agreed that such use by the public may include the granting of a permit or other similar authorization by Tenant to a member(s) of the public for their use of all or a portion of the Premises for an event(s) provided that any such event is held in compliance with the terms of this Lease).

10. Surrender of Premises; Holdover. On the date of expiration or earlier termination of this Lease, Tenant shall peaceably surrender the Premises, removing any improvements or restoring any alterations thereon. If Tenant fails to so surrender the Premises or retains possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, Tenant's occupancy of the Premises shall be as a tenant at will, terminable at any time by Landlord. Tenant shall pay Landlord for Tenant's use and occupancy of the Premises for each month or portion thereof during which Tenant remains in possession of all or any portion of the Premises after the expiration or earlier termination of this Lease, the Base Rent hereunder shall become due and payable on a monthly rather than annual basis in an amount equal to 1/6th of the Base Rent payable for the lease year in effect immediately prior to the expiration or earlier termination of this Lease, and, in addition thereto, shall pay Landlord for all damages sustained by reason of Tenant's retention of possession. The provisions of this section shall not exclude Landlord's rights of re-entry or any other right hereunder.

12. Casualty. In the event any improvements or alterations are damaged or destroyed by fire or other casualty, Tenant shall promptly repair the damage and restore and rebuild the improvements or alterations (or such different improvements or alterations as may be installed in accordance with the terms hereof) or Tenant may elect to remove such damaged improvements or alterations and return the Premises to a safe condition, in either event at Tenant's sole cost and expense. Tenant shall not be entitled to any abatement of Rent as a result of any such casualty and no such casualty shall give rise to any termination right hereunder.

13. Eminent Domain. If the whole of the Premises is taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of vesting of title in the condemning authority (which date is hereinafter sometimes referred to as the "date of taking"), and the Rent shall be prorated to such date. If any part of the Premises is so taken, this Lease shall be unaffected by such taking, except that Tenant may terminate this Lease by notice to Landlord within ninety (90) days after the date of taking, if 20% or more of the Premises shall be taken and the remaining area of the Premises, in Tenant's reasonable estimation, shall not be reasonably sufficient for Tenant to continue operation of its business. If this Lease continues in force upon such partial taking, the Base Rent shall be equitably adjusted according to

the rentable area of the Premises remaining after such partial taking. Landlord acknowledges that Tenant in its capacity as the Town of Ledyard (or any instrumentality thereof) may effectuate a taking in its governmental capacity and any such taking by the Town of Ledyard shall not give rise to any claim against Tenant under this Lease. In the event of any taking, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be and remain the sole and exclusive property of Landlord, and Tenant hereby assigns all of its right, title and interest in and to any such award, judgment or settlement to Landlord.

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

15. Environmental Covenants and Indemnity.

Section 15.1. Definitions.

A. "Hazardous Materials" shall mean (i) any "hazardous waste or solid waste" as defined in RCRA as amended, 42 U.S.C. Section 6901 et. seq., CERCLA as amended, 42 U.S.C. Section 9601 et. seq., the Hazardous Materials Transportation Act, as amended, 49, U.S.C. Section 1802 et. seq., the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 et. seq., Title 22a of the Connecticut General Statutes, as amended, and any regulations or guidance documents now or hereafter promulgated pursuant thereto; any mixture of sewage or other waste material that passes through a sewer system to a treatment facility; any industrial waste-water discharges subject to regulation under Section 402 or the Clean Water Act, 33 U.S.C. Section 1342 et. seq., any source, spent nuclear or by-product material as defined by the Atomic Energy Act of 1954, 42 U.S.C. Section 2014; and domestic sewage; lead; asbestos; polychlorinated biphenyls (PCBs); any carcinogens; oil and all petroleum products, and any and all other substances that are or might be volatile, toxic, pollutant, contaminant, or hazardous, or that could be a detriment to the environment.

B. "Environmental Laws" means all present and future laws (whether common law, statute, rule, order, regulation or otherwise), permits, and other requirements of governmental authorities applicable to the Premises and relating to the environment or to any Hazardous

Substance or Hazardous Substance Activity (including, without limitation, CERCLA, the Federal Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et. seq., environmental laws administered by the Environmental Protection Agency and similar laws, regulations and guidance of the State of Connecticut).

Section 15.2. Tenant's Covenants.

Tenant agrees (a) that Tenant will not violate any Environmental Laws in connection with Tenant's uses of the Premises; (b) that Tenant will not use, store, dispose, or generate any Hazardous Materials on the Premises; (c) that the Tenant will not cause or permit any condition which would create any release of Hazardous Materials at the Premises that is in violation of Environmental Law; (d) to give notice to the Landlord immediately upon the Tenant's acquiring knowledge of the presence of any Hazardous Material on the Premises (other than as and to the extent permitted in the penultimate sentence of this paragraph) or of any release of Hazardous Materials with a full description thereof; (e) to give notice to the Landlord immediately of any notice of violation of any laws, rules or regulations regulating Hazardous Materials or any requests for information from any federal, state, county, regional or local governmental authority concerning Hazardous Materials and any release of Hazardous Materials at the Premises; (f) to promptly comply with any governmental requirements requiring the removal, treatment or disposal of such Hazardous Materials or any release of Hazardous Materials and provide the Landlord with satisfactory evidence of such compliance. Notwithstanding the foregoing, Tenant may handle, store, use or dispose of products containing small quantities of Hazardous Substances (such as aerosol cans containing insecticides, cleaners commonly used, paints, paint remover and the like) to the extent customary and necessary for the use of the Premises, and in accordance with laws (with respect to storage, use and disposal) and Tenant shall not be responsible for any Landlord Environmental Responsibilities. As used herein, a "Landlord Environmental Responsibility" shall include any Hazardous Materials located at the Premises prior to the date of the Lease in contradiction to Landlord's representation set forth in Section 15.4 hereof or any Hazardous Materials that are released from the Adjacent Parcel or are otherwise resultant from the acts or omissions of Landlord.

Section 15.3. Tenant's Indemnification.

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

liability to indemnify, defend or hold Tenant harmless from any Claim arising under or related to any Landlord Environmental Responsibility.

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

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

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

Section 15.5. Survival.

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

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

(b) Required Insurance Coverages:

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

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

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

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

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

(c) Additional Terms:

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

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

(iii) Subcontractors: Tenant shall cause all contractors of any tier, acting on its behalf, to comply with this Lease. Tenant shall either include its contractors as an Insured under

its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.

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

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

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

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

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

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

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

17. Defaults; Remedies. (a) The following shall be events of default under this Lease: (i) if Tenant defaults in payment of Rent for a period of 15 days after written notice of any delinquency thereof; (ii) if Tenant assigns, subleases or otherwise transfers this Lease or its interest herein in violation of the terms hereof; (iii) if Tenant fails to maintain any insurance coverages required hereunder; (iv) if Tenant defaults in the performance of any other term, covenant, condition or obligation of Tenant under this Lease and fails to cure such default within a period of thirty (30) days after notice from Landlord specifying such default (or if such default specified by Landlord is not curable within such thirty (30) day period, if Tenant fails within fifteen (15) days after such notice from Landlord to commence to cure such default or thereafter fails diligently to pursue completion of such cure during and after such thirty (30) day period); or (v) if Tenant's interest herein is sold under execution.

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

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

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

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

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

19. Quiet Enjoyment. Tenant, upon paying the Rent and performing all of the terms hereof on its part to be performed, shall peaceably and quietly enjoy the Premises, subject, nevertheless, to the terms of this Lease.

20. Compliance with Laws; Landlord and Municipal Functions. Tenant shall comply with all provisions of law, including federal, state, county and city laws, ordinances and regulations, building codes and any other governmental, quasi-governmental or municipal regulations which relate to the ownership or use of the Premises, or to the making of any repairs, replacements, additions, changes, substitutions or improvements of or to the Premises. Tenant shall comply with all police, fire and sanitary regulations imposed by any federal, state, county or municipal authority, or made by insurance underwriters, and shall observe and obey all other requirements governing the conduct of any business conducted in or at the Premises. Landlord hereby acknowledges and agrees that Tenant’s actions and omissions hereunder are acts or omissions of the Town of Ledyard in its capacity as Tenant, nothing done or omitted to be done by Tenant hereunder shall be deemed to be an omission, grant, approval, rejection or other act of the Town of Ledyard or any instrumentality thereof in its governing capacity.

21. Curing Tenant’s Defaults. If Tenant defaults in the performance of any of its obligations under this Lease, Landlord, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Tenant, without notice in a case of emergency.

22. Limitation of Landlord’s Liability. If Landlord becomes obligated to pay Tenant a money judgment arising out of any failure by Landlord to perform or observe any of the terms, covenants, conditions or provisions to be performed or observed by Landlord hereunder, Tenant shall be limited for the satisfaction of said money judgment solely to Landlord’s interest in the

Premises. No other property or assets of Landlord shall be subject to levy, execution or other enforcement procedure whatsoever for the satisfaction of said money judgment.

23. Memorandum of Lease. Both Landlord and Tenant agree to execute a memorandum of this Lease in recordable form stating the terms of this Lease. Landlord and Tenant agree that said memorandum will be recorded in the Land Records for the Town of Ledyard by the Tenant.

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

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

LANDLORD:

Robert G. Graham

Mary E. Graham

TENANT:

THE TOWN OF LEDYARD, a
municipal corporation

By: _____
Name: Fred B. Allyn III
Title: Mayor

Lantern Hill Valley Park

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

Roxanne Maher

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

Hi Rox,

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

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

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

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

I'm thinking some of the costs are:

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

Thank you,

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

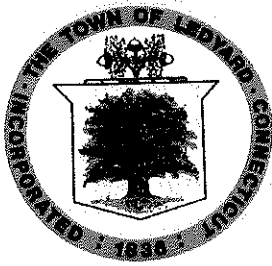












TOWN OF LEDYARD

Department of Land Use and Planning

Juliet Hodge, Director

741 Colonel Ledyard Highway, Ledyard, CT 06339

Telephone: (860) 464-3215

Email: planner@ledyardct.org

November 12, 2022

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

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

At the regular Planning and Zoning Commission meeting held on November 10, 2022, the Commission members voted unanimously to forward a FAVORABLE REPORT to the Town Council for their request for the Town to enter into a 99-year lease agreement for approximately .75-acres of a property located at 600 Lantern Hill Road for a roadside park with parking and access to Bush Pond for small craft such as kayaks and canoes (Lantern Hill Valley Park) adding that the requested project is in keeping with the Ledyard POCD which states "Community facilities provide for the health, welfare and convenience of residents and add to the quality of life."

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

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

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

Sincerely,

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

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

June 21,2022

Dear Town Councilors,

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

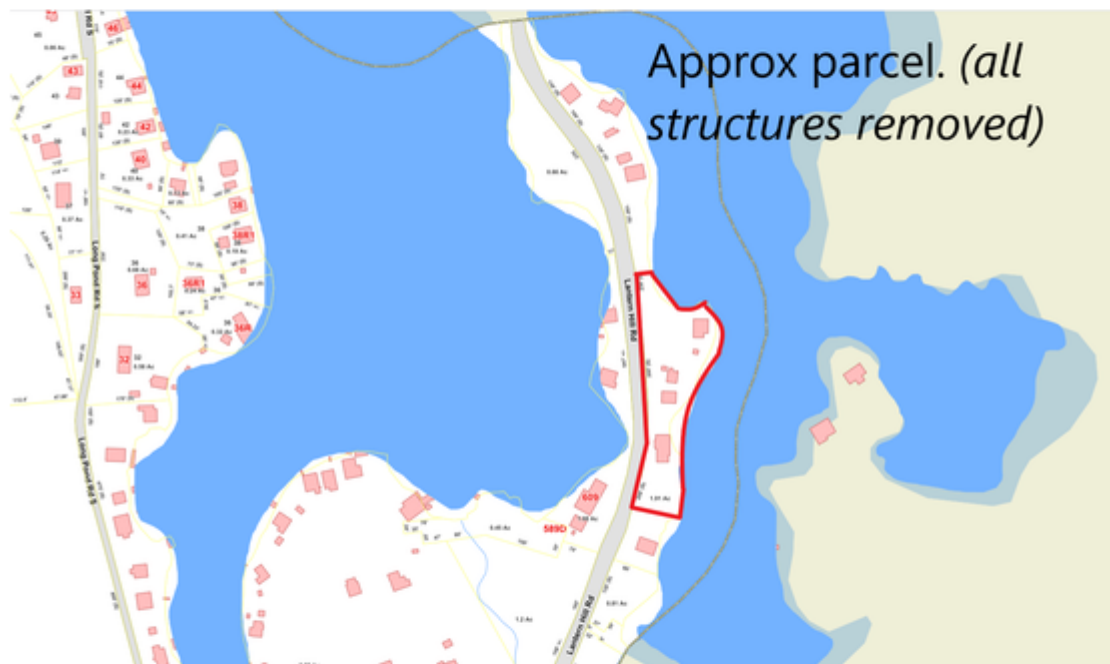
The land is owned by the Graham family and they wish to offer a portion of the property on the east side of Lantern Hill Road for a roadside park with parking and access to Bush Pond for small craft such as kayaks and canoes.

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

Sincerely,

Mike Marelli

Chairman of the Conservation Commission





CT Gen Stat § 8-24 (2018)

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

CHAPTER 98*
MUNICIPAL POWERS

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

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

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

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

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

Section 1. Allocation of Funds

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

Section 2. Recommendations in the Expenditure of Funds

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

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

Section 3. Continuations of this Ordinance

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

Section 4. Severability.

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

Section 5. Effective Date

Adopted: February 13, 2008

Effective Date: March 7, 2008

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

Linda C. Davis Chairman

Fred B. Allyn, III, . Mayor

Patricia A. Riley, Town Clerk

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

History:

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

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

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

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

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

Roxanne Maher

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

Roxanne M. Maher



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

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

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

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

Hello, Roxanne -

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

Regards,
Steve

Dear Mayor Allyn and Members of the Ledyard Town Council,

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

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

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

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

Thank you for your consideration.

Sincerely,

Lisa Brownell and Steve Fagin

63R Long Pond Road South



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 22-670

Agenda Date: 1/11/2023

Agenda #: 6.

CONTRACT/LEASE

Subject/Motion:

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

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

Background:

In accordance with CGS 7-163e a Public Hearing is required to enter into a lease of property.

CHAPTER 98*

MUNICIPAL POWERS

Sec. 7-163e. Public hearing on the sale, lease or transfer of real property owned by a municipality. (a) The legislative body of a municipality, or in any municipality where the legislative body is a town meeting or representative town meeting, the board of selectmen, shall conduct a public hearing on the sale, lease or transfer of real property owned by the municipality prior to final approval of such sale, lease or transfer. Notice of the hearing shall be published in a newspaper having a general circulation in such municipality where the real property that is the subject of the hearing is located at least twice, at intervals of not less than two days, the first not more than fifteen days or less than ten days and the last not less than two days before the date set for the hearing. The municipality shall also post a sign conspicuously on the real property that is the subject of the public hearing.

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

Additional Background:

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

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

Mr. and Mrs. Graham would like to give/gift about 550 linear feet of the pond frontage to the Town, which was the middle section of the pond. Because Ledge Light Health District required a certain amount of reserve area for the remaining cottages on the parcel (one cottage on the south side and three cottages on the north side) that the property

could not be divided to give a portion of the parcel to the Town.

Mr. and Mrs. Graham have offered the Town an opportunity to enter into a 99-year Lease to provide a waterfront park for the Town.

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

The parcel would be under the Administrative Control of the Parks & Recreation Department and would allow fishing, picnicking canoeing and kayaking.

#200-009 "An Ordinance Providing For The Transfer Of Certain Revenue From The Real Estate Conveyance Tax To Specific Town Of Ledyard Funds"

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

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

Conducted an 8-24 Review.

Finance Director's Recommendation:

(type text here)

Mayor Recommendation:

(type text here)

Meeting Action Detail:

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

File #: [22670](#) Version: 1

Type: Land Use

Title: MOTION to set a Hybrid Public Hearing date for December 14, 2022; at 6:00 p.m. to be held in the Council Chambers, 741 Colonel Ledyard Highway, in accordance with CGS 07-163e, to receive comments and recommendations regarding the following:

"A proposed Lease Agreement between Robert and Mary Graham and the Town of Ledyard to enter into a 99-year lease for approximately .75-acre +/- parcel on Bush Pond (Lantern Hill Valley Park) with the following caveats:

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

Action: No Action

Minute Note:

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

Action: No Action (Next Meeting 12/5/2022)

Additional Background/Meeting Detail:

Town Council Meeting 7/27/2022

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

Type: Land Use

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

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

Mover: Saums **Seconder:** Ryan

Action: Approved

Minute Note:

Moved by Councilor Saums, seconded by Councilor Ryan

Discussion: Councilor Saums provided some background noting that Bob and Betsy Graham purchased a piece of land on the twenty-three-acre Bush Pond which was parallel to Long Pond. He stated Mr. and Mrs. Graham hired a demolition contractor to remove the decrepit cottages, which included the structures and all the subsurface infrastructure, foundations, etc., and the land has been returned to its original state. He went on to explain that Mr. and Mrs. Graham would like to give/gift about 550 linear feet of the pond frontage to the Town, which was the middle section of the pond.

However, he explained because Ledge Light Health District required a certain amount of reserve area for the cesspools for the remaining cottages on the parcel (one cottage on the south side and three cottages on the north side) that the property could not be divided to give a portion of the parcel to the Town. Therefore, he stated that they were discussing a 99-year lease to provide a waterfront park for the Town. He because Mr. and Mrs. Graham have already taken on a lot of the expense, with the removal of the decrepit cottages as noted above, that there would be some expenses for the town that would involve surveying and drafting a legal description of the three-quarter acre parcel to attach to the Lease. He stated the leased property would be under the Administrative Control of the Parks & Recreation Department and would allow non-motorized activities such as fishing, picnicking, canoeing, and kayaking. Councilor Saums concluded by stating that this area of Bush Pond was previously inaccessible to the public because it was surrounded by private property owners. He concluded by stating that Mr. and Mrs. Graham's generosity was amazing

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

VOTE: 8- 0 Approved and so declared

Action: Approved

Finance Committee Meeting 7/20/2022

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

Type: Financial Business Request (FBR)

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

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

Mover: Ingalls Second: Ryan

Action: Recommend to Approve

Minute Note:

Moved by Councilor Ingalls, seconded by Councilor Ryan

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

- Two structures were condemned (south end of map).
- The third structure was a detached garage.
- The fourth structure located on the point was the only habitable cottage.

- The property also included two or three cottages further north on the parcel, which were in good condition, and would remain in place.

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

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

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

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

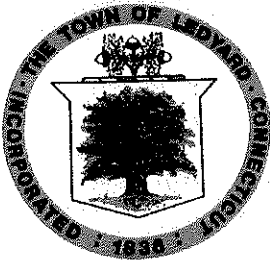
Mayor Allyn stated because the use of the .75 acres of land would be "Open Space" that he did not know the value of the property at this time and that he would talk to the Tax Assessor. He stated the use of the Open Space Fund would be appropriate to pay for the survey, and legal description that would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

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

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

VOTE: 3 - 0 Approved and so declared

Action: Recommend to Approve



TOWN OF LEDYARD

Department of Land Use and Planning

Juliet Hodge, Director

741 Colonel Ledyard Highway, Ledyard, CT 06339

Telephone: (860) 464-3215

Email: planner@ledyardct.org

November 12, 2022

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

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

At the regular Planning and Zoning Commission meeting held on November 10, 2022, the Commission members voted unanimously to forward a FAVORABLE REPORT to the Town Council for their request for the Town to enter into a 99-year lease agreement for approximately .75-acres of a property located at 600 Lantern Hill Road for a roadside park with parking and access to Bush Pond for small craft such as kayaks and canoes (Lantern Hill Valley Park) adding that the requested project is in keeping with the Ledyard POCD which states "Community facilities provide for the health, welfare and convenience of residents and add to the quality of life."

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

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

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

Sincerely,

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

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

Roxanne Maher

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

Hi Rox,

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

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

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

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

I'm thinking some of the costs are:

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

Thank you,

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

Lantern Hill Valley Park

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











June 21,2022

Dear Town Councilors,

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

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

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

Sincerely,

Mike Marelli

Chairman of the Conservation Commission

Roxanne Maher

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

Roxanne M. Maher



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

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

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

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

Hello, Roxanne -

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

Regards,
Steve

Dear Mayor Allyn and Members of the Ledyard Town Council,

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

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

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

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

Thank you for your consideration.

Sincerely,

Lisa Brownell and Steve Fagin

63R Long Pond Road South



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 22-016

Agenda Date: 1/11/2023

Agenda #: 5.

ORDINANCE

Motion/Request:

MOTION to recommend the Town Council adopt the proposed amendments to Ordinance #300-027 (rev 2) “*An Ordinance Regulating Parking And Other Activities In Town Roads And Rights-Of-Way And Providing Penalties For The Violation Thereof*” as contained in the draft dated December 14, 2022.

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

Background:

In response to residents’ concerns regarding safety issues caused by large commercial vehicles being parked on residential streets amendments have been proposed to Ordinance #300-027 (rev 2) “*An Ordinance Regulating Parking and Other Activities in Town Roads And Rights-of-Way And Providing Penalties for the Violation Thereof*”.

The proposed Ordinance amendments stated large commercial vehicles could not be parked on residential streets unless they were doing business. the proposed amendments were drafted to address concerns regarding safety, sightlines, and noise issues.

As a result of the comments received at the December 14, 2022 Public Hearing some editorials have been included to provide further clarification.

The December 14, 2022 editorials were considered to be not substantial and were noted *in green font* (see attached draft)

Meeting Action Detail:

Town Council Public Hearing 12/14/2022:

File #: [22016](#) Version: 5

Type: Ordinance

Title: Proposed amendments to Ordinance #300-027 (rev 2) “*An Ordinance Regulating Parking And Other Activities In Town Roads And Rights-Of-Way And Providing Penalties For The Violation Thereof*” as contained in draft dated October 13, 2022

Action: Received Comments

Minute Note:

Ms. Robin Franklin, 13 Kalmia Drive, Gales Ferry, Robin in the Garden Landscaping, noted that she sent a letter earlier today to express the following concerns regarding the proposed changes to Parking Ordinance #300-027, both as a private citizen and as a small business owner. She stated that she understood that there were concerns that the Town Council was trying to address, but that she would like to see narrower language used to address them.

Ms. Franklin suggested the time restriction proposed in Section 6d should be changed from no parking in front of a residence after normal business hours to “no more than 48 hours” or “no more than 72 hours”. She stated that she had a landscaping business which she operated from her home property. She stated for over 320 days of the year, her vehicles were parked on her property, far from the street. However, she stated occasionally that she needed to leave her trailer attached to her van overnight if, for example, she had it loaded with mulch for the next morning or if it was full of brush to bring to the transfer station on a day when the transfer station was not open. She stated if the new restrictions were passed, and she could not park on the street overnight that she would have to back the trailer down her 200-foot driveway, which would be a hardship.

Ms. Franklin continued by noting that she has also seen a number of projects, such as roofing, painting, or pools done in her neighborhood where companies have left vehicles for a few days, and she commented that she accepted that because it was the most convenient and inexpensive way for the contractors to do their jobs.

Ms. Franklin went on to suggest that Section 6a be removed, noting that occasionally people need to park in the street overnight, especially during holidays. Because this restriction was only for December through March, it was apparently for snow removal, which was already addressed in Section 6b, of the emergency parking ordinance.

Ms. Franklin concluded by stating that she would like to see narrower language used to address safety concerns and the nuisance parking issues. She stated although her commercial vehicles were small that they were within the size limit mentioned in the ordinance, and the proposed ordinance amendments would create difficulty for her in operating her business. She asked that the Town Council please keep the ordinance both citizen and small business friendly.

Mr. Eric Treaster, 10 Huntington Way, Ledyard, was attending the Public Hearing remotely, and he stated although he agreed that something should be done to address the safety concerns that he wanted to offer the following clarifications to the proposed ordinance amendments. Mr. Treaster’s comments are as noted below in pink font.

Mr. Treaster continued by noting the following:

- Section 2. Definitions

(e) For the purpose of this Ordinance “commercial or industrial vehicle” means any vehicle the principal use of which is the transport of commodities, merchandise, produce, freight, and any vehicle

used primarily in construction, industry, including but not limited to, bulldozers, backhoes, tractors, tow trucks, dump trucks, tractor trailers (cab and/or trailer), or trucks fitted with cranes, air compressors, welders, tanks or similar equipment. "Commercial or industrial vehicle" also includes nonmotorized dumpsters, storage units, open or utility trailers greater than six (6) feet in length 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.

Mr. Treaster stated that he believed the following language "*commercial or industrial vehicle*" means *any vehicle the principal use of which is the transport of commodities, merchandise, produce*" could refer to any ordinary pick-up truck that had commercial license plates that had an air compressor in the back.

Mr. Treaster stated the word "*and*" should be replaced with "*or*" as follows: "*Commercial or industrial vehicle*" *also includes nonmotorized dumpsters, storage units, open or utility trailers greater than six (6) feet in length and or in height,*"

Mr. Treaster went on to state that he believed the language in Section 2 (e) would allow motor homes, Recreational Vehicles (RV) travel trailers and school buses to be parked on the street for up to 10-days during the non-winter-time. He stated he suspected that this was not the intent.

Mr. Treaster stated the language in Section 6 (d) was redundant and he questioned "what was *outside of normal business hours*" as noted below:

- Section 6. Parking Restrictions

(d) No person shall park or store any commercial or industrial vehicle on any public street or roadway within any residential district or in front of any property currently used residentially unless for the purpose of actively loading or unloading materials, or while actively engaged in providing commercial service at the premises; nor shall such vehicles be parked in a residential district or in front of an existing residence outside normal business hours unless on site for an emergency service call.

Mr. Treaster questioned what a normal business was doing in a residential district, unless it was a home occupation; and he noted that a "home occupation" was regulated by the Zoning Regulations.

Mr. Treaster noted the following:

- Section 8. Towing

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

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

Mr. Treaster questioned who would pay for the storage fee of the towed vehicle and he suggested language be added to state: "The vehicle owner would pay for the storage fees"

Chairman Dombrowski stated the next sentence addressed the towing and storage fees as follows:

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

Mr. Treaster noted the following:

- Section 9. Penalties
 - (a) Any person, firm or corporation violation any provisions of Sections 3 or 4 of this ordinance *shall be fined not more than Two Hundred (\$200.00).*
 - (b) Any person found in violation of the provisions of Section 6 of this ordinance will be subject to the issuance of an infractions summons and be subject to a fine in accordance with a schedule, which *may be amended from time to time with the approval of the Town Council. The fine schedule is hereby incorporated in this Ordinance as fully set forth herein. (Appendix A).* ~~in accordance with the State of Connecticut Superior Court schedule.~~
 - (c) *Payment of the fine(s) associated with the issue of any Ticket shall be in accordance with current Connecticut State Statutes.*

Mr. Treaster noted “Appendix A- Fee Schedule” stated that a fine of \$200.00 could be issued. Therefore, he noted the language in Section 9 “*shall be fined not more than Two Hundred (\$200.00)*” was conflicting.

Mr. Treaster noted subsection (c) and he questioned whether the fine was paid to the Town or did it get paid to the State. He questioned who received the payment of the fine and who issued the receipt.

Mr. Lee Wilmonen, 47 Seabury Avenue, Ledyard, was attending the Public Hearing remotely, proposed a revision to Section 6 subparagraph (c) which stated:

- Section 6. Parking Restrictions
 - (c) No vehicle shall be permitted to be parked on any street ***for a period of more than ten (10) consecutive days.*** After such period, such vehicle will be considered a fixed obstruction according to Section 3 Paragraph (a).

Mr. Wilmonen stated a person could park a vehicle on a street for nine days, move the vehicle off the street for one day and then move the vehicle back on the street for another nine days and not be in violation of the Ordinance. He stated in theory this could be done year-round without violating Ordinance #300-027 (rev 2) “*An Ordinance Regulating Parking and Other Activities in Town Roads And Rights-of-Way And Providing Penalties for the Violation Thereof*”. He proposed the following language be added to provide clarification and to prevent the possibility of vehicles being parked on the street for extended period time:

“No more than ten-days in any 365 day period”

Mr. Wilmonen went on to state he lived in Parsonage Hill Manor and that they have had vehicles parked for long periods of time during the past six-months. He stated this creates safety hazards for walkers, school buses, delivery vehicles, and cars because two vehicles cannot pass each other with the parked vehicles taking up the traffic lane. He stated one vehicle was parked at a key intersection for a period of time, which was particularly hazardous.

Police Chief John Rich addressed Mr. Treaster's question regarding the payment of the fines. He stated the fines/tickets would be paid in accordance with the Connecticut State Statutes. He stated the infraction ticket that would be issued by the Ledyard Police Department would be the typical mail-in infraction ticket. He stated the ticket would be mailed to the Connecticut Centralized Infraction Bureau with the payment of the fine or the selection to plead "*not guilty*" to the charge. He stated for clarification the fine would be paid to the State and that the State had a court system to adjudicate the matter.

Mayor Fred Allyn, III, stated the proposed Ordinance amendments were not in response to one resident, noting that the town has received numerous complaints from school bus drivers on Christy Hill, property owners, etc. He stated some of the roads in subdivisions have narrower streets that do not afford the ability to get around a larger vehicle. He stated when the school buses have difficulty navigating around parked vehicles with potential on-coming cars in obscured location that it becomes an important safety issue. He stated it obviously imposes a problem during the winter months for snow plowing purposes. He stated he has also heard from people who do drive large vehicles home and that he has explained to them that if they cannot park their large vehicle in their driveway it becomes a problem in higher density neighborhoods in particular. He stated the best scenario would be for the large commercial vehicles not to be driven home.

Chairman Dombrowski addressed Ms. Franklin's comments to extend the timeframe for one or two days. He explained some of the residents' concerns were that neighbors, who were working for a business, were bringing home vehicles such as large tow trucks. He stated the large commercial vehicles were sitting on the street idling (running) all night long and blocking people driveways, noting that these types of vehicles were only there overnight, which was one of the problems.

Chairman Dombrowski went on to explain the reason the time frame of December 1st to March 31st was included in Ordinance #300-027 (rev 2) was so the Police Department did not have to notify people to move their vehicles off the road for the Public Works Department to plow the streets if there was a snow storm overnight.

Councilor Dombrowski also explained that some commercial entities that use what was public property to support the use of their business, which was unfair to the taxpayers and residents.

Mr. Bill Saums, 333 Pumpkin Hill Road, Ledyard, Town Councilor, stated it was unfortunate that the town had to take this step noting that he fully supported the proposed amendments to Ordinance #300-027 (rev 2) "*An Ordinance Regulating Parking and Other Activities in Town Roads And Rights-of-Way And Providing Penalties for the Violation Thereof*". He stated that he was sympathetic to Ms. Franklin and her small business; and he commented if they did not have so many people taking advantage of their neighbors they would not have to amend the Ordinance. He stated for those who do not like laws and regulations that this was why it happens. If stated when folks abuse the system, abuse their neighbors, or take advantage of things, laws get written and enforced.

Ms. Andra Ingalls, 5 Bolduc Drive, Ledyard, Town Councilor, stated that she agreed Councilor Saums' comments noting that it was unfortunate that the town had to take these steps. She stated this situation was similar to the Short-Term Rental issue, in that most people were renting their homes out on a short-tem basis quietly and well. However, she stated because a few people did it very badly to the abuse of their neighbors, it had to be regulated.

Ms. Robin Franklin, 13 Kalmia Drive, Gales Ferry, Robin in the Garden Landscaping, stated it sounded like most of the issues were being caused by fairly large trucks, particularly diesel vehicles and large commercial vehicles. Therefore, she questioned whether the proposed Ordinance amendments could specify “*diesel vehicles*”. Chairman Dombrowski explained that this issue they were addressing in the proposed Ordinance was not only diesel vehicles. Mayor Allyn also explained that it was not just about diesel engines noting that a residential (non-commercial) use of a F150 pick-up truck could have a diesel engine.

Mr. Eric Treaster suggested also adding a requirement that the large Inter-state Highway tractor trailers not be parked on residential sites. Chairman Dombrowski explained the Town Council could not regulate what people do on their property through an ordinance, noting that this would be a zoning matter, and was statutorily outside the Town Council’s preview.

Department Comment/Recommendation:

(type text here)

Mayor Comment/Recommendation:

(type text here)

Body:

(type text here)

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

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

Section 1. Purpose

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

Section 2. Definitions

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

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

Section 3. General Restrictions

- a. No person, firm or corporation shall place any fixed obstruction, or object or drain any water or other substance, within, under, upon or over any Town road or right of way without the written permission of the Director of Public Works.
- b. In the case of clearing and handling leaves from and in proximity to private properties, no person, firm or corporation shall place or leave any leaves in the roadway or permanently place leaves on Town property. Residents who contract out leaf removal services at their property shall be liable also for violations of this provision of the party they hire.
- c. In the case of removing snow from private driveways and properties, no person, firm or corporation shall move snow across or leave any snow in the roadway. Residents who contract out snow removal at their property shall be liable also for violations of this provision of the party they hire.
- d. The Director of Public Works may remove or alter any such obstruction or drain, and the expense incurred by the Director in such removal or alteration shall be paid by the person, firm or corporation placing such obstruction or drain; provided, however, at the discretion of the Director of Public Works, any fixed obstruction or drain made or placed without a permit, or in violation of provisions of a permit shall be removed or altered by the person, firm or corporation making or placing the same within thirty (30) days from the date when said Director sends by registered or certified mail, postage prepaid, a notice to such person firm or corporation ordering such removal or alteration.

Section 4. Construction Regulations

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

- e. For work not involving a CO or CC, the applicant shall deposit with the Town Treasurer security in the form of cash, in such amount as may be required by the Director of Public Works sufficient to cover the satisfactory completion of all work, including work required to repair the town street or ROW area.
- f. If work governed by this ordinance is not completed within twelve (12) months of approval, the Town may utilize all or any necessary portion of the posted security to effect satisfactory completion.
- g. The holder of this permit shall be responsible for any damage done to the town street or ROW area in the completion of said work.

Section 5. Declaration of "Snow Emergency"

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

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

Section 6. Parking Restrictions

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

Section 7. Owner

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

Section 8. Towing

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

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

Section 9. Penalties

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

Section 10. Severability.

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

Section 11. Effective Date

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

Amended and Adopted by the Ledyard Town Council on: _____

Kevin J. Dombrowski, Chairman

Fred B. Allyn, III, Mayor

Published on:

Effective date:

Patricia A. Riley, Town Clerk

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

History:

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

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

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

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

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

2022 (rev. 2): Updated in various places to incorporate prohibitions related to parking commercial and industrial vehicles in residential districts as follows:

Section 2 “Definitions” added subparagraph (e).

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

Section 8 “Towing” Reworded paragraph as follows: Whenever any motor vehicle ~~shall be found parked on any Town road during a period when parking is prohibited as herein set forth, such vehicle may~~

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

Section 9 “Penalties”

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

Added subparagraph (c)

Added Appendix – Fee Schedule

The 2022 changes noted above are further subject to the following background.

Sec. 7-148. Scope of Municipal Powers

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

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

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

(P.A. 75-577, S. 9, 126; P.A. 80-483, S. 133, 186; P.A. 06-185, S. 9.)

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

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

so placed that its right-hand wheels, when stationary, shall, when safety will permit, be within a distance of twelve inches from the edge of such bikeway or buffer area.

No vehicle shall be permitted to remain parked within twenty-five feet of an intersection or a marked crosswalk at such intersection, except within ten feet of such intersection if such intersection has a curb extension treatment with a width equal to or greater than the width of the parking lane and such intersection is located in and comprised entirely of highways under the jurisdiction of the city of New Haven, or within twenty-five feet of a stop sign caused to be erected by the traffic authority in accordance with the provisions of section 14-301, except where permitted by the traffic authority of the city of New Haven at the intersection of one-way streets located in and comprised entirely of highways under the jurisdiction of the city of New Haven.

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

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

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

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

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

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

APPENDIX A

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

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

First Offense (Infraction): ***\$90***

Subsequent Offense (Violation): ***\$200***

Adopted by the Ledyard Town Council on: _____

Kevin J. Dombrowski, Chairman

Sec. 7-148. Scope of municipal powers

VIOLATION OF MUNICIPAL PARKING ORDINANCES

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

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

STATUTE. NO.

7-148* Municipal PARKING ordinance where the amount of the penalty is \$90.00 or less.
(See Examples 1 and 2 Below)

7-148PK91-250 Municipal PARKING ordinance where the amount of the penalty is greater than \$90.00
but not more than \$250.00. (See Example 3 Below)

EXAMPLES:

1. Ordinance Penalty Amount \$29.00; Total Amount Due = \$53.00 (\$29.00 +\$4.00 (Fee) + \$20.00 (Surcharge))
2. . Ordinance Penalty Amount \$35.00; Total Amount Due = \$75.00 (\$35.00 +\$5.00 (Fee) + \$35.00 (Surcharge))
3. Ordinance Penalty Amount \$100.00; Total Amount Due = 100.00

VIOLATIONS OF MUNICIPAL ORDINANCES
NOT RELATED TO PARKING OR MOTOR VEHICLES

The complaint ticket may be used for violations of municipal parking ordinances NOT related to parking or motor vehicles where the amount of the penalty established by the ordinance is \$250.00 or less.

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

STATE.NO.

7-148* Municipal ordinance NOT related to parking or motor vehicles where the amount of the penalty is \$90.00 or less. (See Examples 1 and 2 Below)

7-148CI91-250 Municipal ordinance NOT related to parking or motor vehicles where the amount of the penalty is greater than \$90.00 but not more than \$250.00. (See Example 3 Below)

EXAMPLES: 1. Ordinance Penalty Amount \$29.00; Total Amount Due = \$53.00 (\$29.00 +\$4.00 (Fee) + \$20.00 (Surcharge))
 2. Ordinance Penalty Amount \$35.00; Total Amount Due = \$75.00 (\$35.00 +\$5.00 (Fee) + \$35.00 (Surcharge))
 3. Ordinance Penalty Amount \$100.00; Total Amount Due = 100.00

VIOLATION OF MUNICIPAL PARKING ORDINANCES

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

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

STATE.NO.

7-148* Municipal PARKING ordinance where the amount of the penalty is \$90.00 or less. (See Examples 1 and 2 Below)

7-148PK91-250 Municipal PARKING ordinance where the amount of the penalty is greater than \$90.00 but not more than \$250.00. (See Example 3 Below)

EXAMPLES: 1. Ordinance Penalty Amount \$29.00; Total Amount Due = \$53.00 (\$29.00 +\$4.00 (Fee) + \$20.00 (Surcharge))
 2. . Ordinance Penalty Amount \$35.00; Total Amount Due = \$75.00 (\$35.00 +\$5.00 (Fee) + \$35.00 (Surcharge))
 3. Ordinance Penalty Amount \$100.00; Total Amount Due = 100.00

Sec. 7-148. Scope of municipal powers. (a) **Definitions.** Whenever used in this section, "municipality" means any town, city or borough, consolidated town and city or consolidated town and borough.

(b) **Ordinances.** Powers granted to any municipality under the general statutes or by any charter or special act, unless the charter or special act provides to the contrary, shall be exercised by ordinance when the exercise of such powers has the effect of:

(1) Establishing rules or regulations of general municipal application, the violation of which may result in the imposition of a fine or other penalty including community service for not more than twenty hours; or

(2) Creating a permanent local law of general applicability.

(c) **Powers.** Any municipality shall have the power to do any of the following, in addition to all powers granted to municipalities under the Constitution and general statutes:

(1) **Corporate powers.** (A) Contract and be contracted with, sue and be sued, and institute, prosecute, maintain and defend any action or proceeding in any court of competent jurisdiction;

(B) Provide for the authentication, execution and delivery of deeds, contracts, grants, and releases of municipal property and for the issuance of evidences of indebtedness of the municipality;

(2) **Finances and appropriations.** (A) Establish and maintain a budget system;

(B) Assess, levy and collect taxes for general or special purposes on all property, subjects or objects which may be lawfully taxed, and regulate the mode of assessment and collection of taxes and assessments not otherwise provided for, including establishment of a procedure for the withholding of approval of building application when taxes or water or sewer rates, charges or assessments imposed by the municipality are delinquent for the property for which an application was made;

(C) Make appropriations for the support of the municipality and pay its debts;

(D) Make appropriations for the purpose of meeting a public emergency threatening the lives, health or property of citizens, provided such appropriations shall require a favorable vote of at least two-thirds of the entire membership of the legislative body or, when the legislative body is the town meeting, at least two-thirds of those present and voting;

(E) Make appropriations to military organizations, hospitals, health care facilities, public health nursing organizations, nonprofit museums and libraries, organizations providing drug abuse and dependency programs and any other private organization

performing a public function;

(F) Provide for the manner in which contracts involving unusual expenditures shall be made;

(G) When not specifically prescribed by general statute or by charter, prescribe the form of proceedings and mode of assessing benefits and appraising damages in taking land for public use, or in making public improvements to be paid for, in whole or in part, by special assessments, and prescribe the manner in which all benefits assessed shall be collected;

(H) Provide for the bonding of municipal officials or employees by requiring the furnishing of such bond, conditioned upon honesty or faithful performance of duty and determine the amount, form, and sufficiency of the sureties thereof;

(I) Regulate the method of borrowing money for any purpose for which taxes may be levied and borrow on the faith and credit of the municipality for such general or special purposes and to such extent as is authorized by general statute;

(J) Provide for the temporary borrowing of money;

(K) Create a sinking fund or funds or a trust fund or funds or other special funds, including funds which do not lapse at the end of the municipal fiscal year;

(L) Provide for the assignment of municipal tax liens on real property to the extent authorized by general statute;

(3) **Property.** (A) Take or acquire by gift, purchase, grant, including any grant from the United States or the state, bequest or devise and hold, condemn, lease, sell, manage, transfer, release and convey such real and personal property or interest therein absolutely or in trust as the purposes of the municipality or any public use or purpose, including that of education, art, ornament, health, charity or amusement, cemeteries, parks or gardens, or the erection or maintenance of statues, monuments, buildings or other structures, require. Any lease of real or personal property or any interest therein, either as lessee or lessor, may be for such term or any extensions thereof and upon such other terms and conditions as have been approved by the municipality, including without limitation the power to bind itself to appropriate funds as necessary to meet rent and other obligations as provided in any such lease;

(B) Provide for the proper administration of gifts, grants, bequests and devises and meet such terms or conditions as are prescribed by the grantor or donor and accepted by the municipality;

(4) **Public services.** (A) Provide for police protection, regulate and prescribe the duties of the persons providing police protection with respect to criminal matters within the limits of the municipality and maintain and regulate a suitable place of detention

within the limits of the municipality for the safekeeping of all persons arrested and awaiting trial and do all other things necessary or desirable for the policing of the municipality;



Chairman Kevin J. Dombrowski

TOWN OF LEDYARD
CONNECTICUT
TOWN COUNCIL

MINUTES
PUBLIC HEARING
LEDYARD TOWN COUNCIL
COUNCIL CHAMBERS - ANNEX BUILDING

PUBLIC HEARING MINUTES

6:00 PM, DECEMBER 14, 2022

DRAFT

I. CALL TO ORDER – Chairman Dombrowski called to order the Public Hearing regarding the proposed amendments to Ordinance #300-027 (rev 2) “*An Ordinance Regulating Parking and Other Activities in Town Roads And Rights-of-Way And Providing Penalties for the Violation Thereof*” ” at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. PROCEDURE OF THE PUBLIC HEARING

IV. CALL OF THE PUBLIC HEARING

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

LEGAL NOTICE
TOWN OF LEDYARD

NOTICE OF PUBLIC HEARING

The Ledyard Town Council will conduct a Hybrid Public Hearing on Wednesday, December 14, 2022 at 6:00 p.m. to receive comments/recommendations regarding proposed amendments to:

Ordinance #300-027 (rev 2)
“*An Ordinance Regulating Parking and Other Activities in Town Roads And Rights-of-Way And Providing Penalties for the Violation Thereof*”

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

<https://us06web.zoom.us/j/84991601995?pwd=U0p3eS9Oc1N1NWVoeEYzNDE1M1VyZz09>
or by audio only dial: +1 646 558 8656 Meeting ID: 849 9160 1995; Passcode: 562175

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

Dated at Ledyard, Connecticut this 1st day of December, 2022.

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

Please Publish on Monday, December 5, 2022

IV. PRESENTATION

Councilor Paul provided some background noting that in response to residents' concerns regarding safety issues caused by large commercial vehicles being parked on residential streets that amendments have been proposed to Ordinance #300-027 (rev 2) "*An Ordinance Regulating Parking and Other Activities in Town Roads And Rights-of-Way And Providing Penalties for the Violation Thereof*".

Councilor Paul went on to explain the proposed Ordinance amendments stated large commercial vehicles could not be parked on residential streets unless they were doing business. He also noted that large commercial vehicles could not be parked on residential streets overnight. He stated the proposed amendments were to address concerns regarding safety, sightlines, and noise issues.

DRAFT: 10/13/2022

Ordinance: #300-027 (rev. 2)

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

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

Section 1. Purpose

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

Section 2. Definitions

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

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

Section 3. General Restrictions

- a. No person, firm or corporation shall place any fixed obstruction, or object or drain any water or other substance, within, under, upon or over any Town road or right of way without the written permission of the Director of Public Works.
- b. In the case of clearing and handling leaves from and in proximity to private properties, no person, firm or corporation shall place or leave any leaves in the roadway or permanently place leaves on Town property. Residents who contract out leaf removal services at their property shall be liable also for violations of this provision of the party they hire.
- c. In the case of removing snow from private driveways and properties, no person, firm or corporation shall move snow across or leave any snow in the roadway. Residents who contract out snow removal at their property shall be liable also for violations of this provision of the party they hire.
- d. The Director of Public Works may remove or alter any such obstruction or drain, and the expense incurred by the Director in such removal or alteration shall be paid by the person, firm or corporation placing such obstruction or drain; provided, however, at the discretion of the Director of Public Works, any fixed obstruction or drain made or placed without a permit, or in violation of provisions of a permit shall be removed or altered by the person, firm or corporation making or placing the same within thirty (30) days from the date when said Director sends by registered or certified mail, postage prepaid, a notice to such person firm or corporation ordering such removal or alteration.

Section 4. Construction Regulations

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

Section 5. Declaration of "Snow Emergency"

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

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

Section 6. Parking Restrictions

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

Section 7. Owner

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

Section 8. Towing

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

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

Section 9. Penalties

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

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

Section 10. Severability.

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

Section 11. Effective Date

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

Amended and Adopted by the Ledyard Town Council on: _____

Kevin J. Dombrowski, Chairman

Fred B. Allyn, III, Mayor

Published on:

Effective date:

Patricia A. Riley, Town Clerk

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

History:

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

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

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

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

2020 (rev.1): Section 3. General Restrictions: Inserted a new paragraph (b) as follows: *“In the case of clearing and handling leaves from and in proximity to private properties, no person, firm or corporation shall place or leave any leaves in the roadway or permanently place leaves on*

Town property. Residents who contract out leaf removal services at their property shall be liable also for violations of this provision of the party they hire” and re-lettered the remaining paragraphs accordingly.

2022 (rev. 2): Updated in various places to incorporate prohibitions related to parking commercial and industrial vehicles in residential districts as follows:

Section 2 “Definitions” added subparagraph (e).

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

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

Section 9 “Penalties”

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

Added subparagraph (c)

Added Appendix – Fee Schedule

The 2022 changes noted above are further subject to the following background.

Sec. 7-148. Scope of Municipal Powers

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

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

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

(P.A. 75-577, S. 9, 126; P.A. 80-483, S. 133, 186; P.A. 06-185, S. 9.)

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

Cited. 9 CA 686.

Sec. 14-251. Parking vehicles. No vehicle shall be permitted to remain stationary within ten feet of any fire hydrant, or upon the traveled portion of any highway except upon the right-hand side of such highway in the direction in which such vehicle is headed; and, if such highway is curbed, such vehicle shall be so placed that its right-hand wheels, when stationary, shall, when safety

will permit, be within a distance of twelve inches from the curb, except if a bikeway, as defined in section 13a-153f, or such bikeway's buffer area, as described in the federal Manual on Uniform Traffic Control Devices, is in place between the parking lane and the curb, such vehicle shall be so placed that its right-hand wheels, when stationary, shall, when safety will permit, be within a distance of twelve inches from the edge of such bikeway or buffer area.

No vehicle shall be permitted to remain parked within twenty-five feet of an intersection or a marked crosswalk at such intersection, except within ten feet of such intersection if such intersection has a curb extension treatment with a width equal to or greater than the width of the parking lane and such intersection is located in and comprised entirely of highways under the jurisdiction of the city of New Haven, or within twenty-five feet of a stop sign caused to be erected by the traffic authority in accordance with the provisions of section 14-301, except where permitted by the traffic authority of the city of New Haven at the intersection of one-way streets located in and comprised entirely of highways under the jurisdiction of the city of New Haven.

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

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

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

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

Ms. Robin Franklin, 13 Kalmia Drive, Gales Ferry, Robin in the Garden Landscaping, noted that she sent a letter earlier today to express the following concerns regarding the proposed changes to Parking Ordinance #300-027, both as a private citizen and as a small business owner. She stated that she understood that there were concerns that the Town Council was trying to address, but that she would like to see narrower language used to address them.

Ms. Franklin suggested the time restriction proposed in Section 6d should be changed from no parking in front of a residence after normal business hours to “no more than 48 hours” or “no more than 72 hours”. She stated that she had a landscaping business which she operated from her home property. She stated for over 320 days of the year, her vehicles were parked on her property, far from the street. However, she stated occasionally that she needed to leave her trailer attached to her van overnight if, for example, she had it loaded with mulch for the next morning or if it was full of brush to bring to the transfer station on a day when the transfer station was not open. She stated if the new restrictions were passed, and she could not park on the street overnight that she would have to back the trailer down her 200-foot driveway, which would be a hardship.

Ms. Franklin continued by noting that she has also seen a number of projects, such as roofing, painting, or pools done in her neighborhood where companies have left vehicles for a few days, and she commented that she accepted that because it was the most convenient and inexpensive way for the contractors to do their jobs.

Ms. Franklin went on to suggest that Section 6a be removed, noting that occasionally people need to park in the street overnight, especially during holidays. Because this restriction was only for December through March, it was apparently for snow removal, which was already addressed in Section 6b, of the emergency parking ordinance.

Ms. Franklin concluded by stating that she would like to see narrower language used to address safety concerns and the nuisance parking issues. She stated although her commercial vehicles were small that they were within the size limit mentioned in the ordinance, and the proposed ordinance amendments would create difficulty for her in operating her business. She asked that the Town Council please keep the ordinance both citizen and small business friendly.

Mr. Eric Treaster, 10 Huntington Way, Ledyard, was attending the Public Hearing remotely, and he stated although he agreed that something should be done to address the safety concerns that he wanted to offer the following clarifications to the proposed ordinance amendments. Mr. Treaster’s comments are as noted below in *pink font*.

Mr. Treaster continued by noting the following:

- Section 2. Definitions

(e) For the purpose of this Ordinance “commercial or industrial vehicle” means any vehicle the principal use of which is the transport of commodities, merchandise, produce, freight, and any vehicle used primarily in construction, industry, including but not limited to, bulldozers, backhoes, tractors, tow trucks, dump trucks, tractor trailers (cab and/or trailer), or trucks fitted with cranes, air compressors, welders, tanks or similar equipment. “Commercial or industrial vehicle” also includes nonmotorized dumpsters, storage units, open or utility trailers greater than six (6) feet in length 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.

Mr. Treaster stated that he believed the following language “*commercial or industrial vehicle” means any vehicle the principal use of which is the transport of commodities, merchandise, produce*” could refer to any ordinary pick-up truck that had commercial license plates that had an air compressor in the back.

Mr. Treaster stated the word “*and*” should be replaced with “*or*” as follows: “*Commercial or industrial vehicle” also includes nonmotorized dumpsters, storage units, open or utility trailers greater than six (6) feet in length and or in height,*”

Mr. Treaster went on to state that he believed the language in Section 2 (e) would allow motor homes, Recreational Vehicles (RV) travel trailers and school buses to be parked on the street for up to 10-days during the non-winter-time. He stated he suspected that this was not the intent.

Mr. Treaster stated the language in Section 6 (d) was redundant and he questioned “what was “*outside of normal business hours*” as noted below:

- Section 6. Parking Restrictions

(d) No person shall park or store any commercial or industrial vehicle on any public street or roadway within any residential district or in front of any property currently used residentially unless for the purpose of actively loading or unloading materials, or while actively engaged in providing commercial service at the premises; nor shall such vehicles be parked in a residential district or in front of an existing residence outside normal business hours unless on site for an emergency service call.

Mr. Treaster questioned what a normal business was doing in a residential district, unless it was a home occupation; and he noted that a “home occupation” was regulated by the Zoning Regulations.

Mr. Treaster noted the following:

- Section 8. Towing

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

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

Mr. Treaster questioned who would pay for the storage fee of the towed vehicle and he suggested language be added to state: “The vehicle owner would pay for the storage fees”

Chairman Dombrowski stated the next sentence addressed the towing and storage fees as follows:

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

Mr. Treaster noted the following:

- Section 9. Penalties

(a) Any person, firm or corporation violation any provisions of Sections 3 or 4 of this ordinance *shall be fined not more than Two Hundred (\$200.00).*

(b) Any person found in violation of the provisions of Section 6 of this ordinance will be subject to the issuance of an infractions summons and be subject to a fine in accordance with a schedule, which *may be amended from time to time with the approval of the Town Council. The fine schedule is hereby incorporated in this Ordinance as fully set forth herein. (Appendix A).* ~~—in accordance with the State of Connecticut Superior Court schedule.~~

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

Mr. Treaster noted “Appendix A- Fee Schedule” stated that a fine of \$200.00 could be issued. Therefore, he noted the language in Section 9 “*shall be fined not more than Two Hundred (\$200.00)*” was conflicting.

Mr. Treaster noted subsection (c) and he questioned whether the fine was paid to the Town or did it get paid to the State. He questioned who received the payment of the fine and who issued the receipt.

Mr. Lee Wilmonen, 47 Seabury Avenue, Ledyard, was attending the Public Hearing remotely, proposed a revision to Section 6 subparagraph (c) which stated:

- Section 6. Parking Restrictions

- (c) No vehicle shall be permitted to be parked on any street ***for a period of more than ten (10) consecutive days***. After such period, such vehicle will be considered a fixed obstruction according to Section 3 Paragraph (a).

Mr. Wilmonen stated a person could park a vehicle on a street for nine days, move the vehicle off the street for one day and then move the vehicle back on the street for another nine days and not be in violation of the Ordinance. He stated in theory this could be done year-round without violating Ordinance #300-027 (rev 2) *“An Ordinance Regulating Parking and Other Activities in Town Roads And Rights-of-Way And Providing Penalties for the Violation Thereof”*. He proposed the following language be added to provide clarification and to prevent the possibility of vehicles being parked on the street for extended period time:

“No more than ten-days in any 365 day period”

Mr. Wilmonen went on to state he lived in Parsonage Hill Manor and that they have had vehicles parked for long periods of time during the past six-months. He stated this creates safety hazards for walkers, school buses, delivery vehicles, and cars because two vehicles cannot pass each other with the parked vehicles taking up the traffic lane. He stated one vehicle was parked at a key intersection for a period of time, which was particularly hazardous.

Police Chief John Rich addressed Mr. Treaster’s question regarding the payment of the fines. He stated the fines/tickets would be paid in accordance with the Connecticut State Statutes. He stated the infraction ticket that would be issued by the Ledyard Police Department would be the typical mail-in infraction ticket. He stated the ticket would be mailed to the Connecticut Centralized Infraction Bureau with the payment of the fine or the selection to plead *“not guilty”* to the charge. He stated for clarification the fine would be paid to the State and that the State had a court system to adjudicate the matter.

Mayor Fred Allyn, III, stated the proposed Ordinance amendments were not in response to one resident, noting that the town has received numerous complaints from school bus drivers on Christy Hill, property owners, etc. He stated some of the roads in subdivisions have narrower streets that do not afford the ability to get around a larger vehicle. He stated when the school buses have difficulty navigating around parked vehicles with potential on-coming cars in obscured location that it becomes an important safety issue. He stated it obviously imposes a problem during the winter months for snow plowing purposes. He stated he has also heard from people who do drive large vehicles home and that he has explained to them that if they cannot park their large vehicle in their driveway it becomes a problem in higher density neighborhoods in particular. He stated the best scenario would be for the large commercial vehicles not to be driven home.

Chairman Dombrowski addressed Ms. Franklin’s comments to extend the timeframe for one or two days. He explained some of the residents’ concerns were that neighbors, who were working for a business, were bringing home vehicles such as large tow trucks. He stated the large commercial vehicles were sitting on the street idling (running) all night long and blocking people driveways, noting that these types of vehicles were only there overnight, which was one of the problems.

Chairman Dombrowski went on to explain the reason the time frame of December 1st to March 31st was included in Ordinance #300-027 (rev 2) was so the Police Department did not have to notify people to move their vehicles off the road for the Public Works Department to plow the streets if there was a snow storm overnight.

Councilor Dombrowski also explained that some commercial entities that use what was public property to support the use of their business, which was unfair to the taxpayers and residents.

Mr. Bill Saums, 333 Pumpkin Hill Road, Ledyard, Town Councilor, stated it was unfortunate that the town had to take this step noting that he fully supported the proposed amendments to Ordinance #300-027 (rev 2) “*An Ordinance Regulating Parking and Other Activities in Town Roads And Rights-of-Way And Providing Penalties for the Violation Thereof*”. He stated that he was sympathetic to Ms. Franklin and her small business; and he commented if they did not have so many people taking advantage of their neighbors they would not have to amend the Ordinance. He stated for those who do not like laws and regulations that this was why it happens. If stated when folks abuse the system, abuse their neighbors, or take advantage of things, laws get written and enforced.

Ms. Andra Ingalls, 5 Bolduc Drive, Ledyard, Town Councilor, stated that she agreed Councilor Saums’ comments noting that it was unfortunate that the town had to take these steps. She stated this situation was similar to the Short-Term Rental issue, in that most people were renting their homes out on a short-tem basis quietly and well. However, she stated because a few people did it very badly to the abuse of their neighbors, it had to be regulated.

Ms. Robin Franklin, 13 Kalmia Drive, Gales Ferry, Robin in the Garden Landscaping, stated it sounded like most of the issues were being caused by fairly large trucks, particularly diesel vehicles and large commercial vehicles. Therefore, she questioned whether the proposed Ordinance amendments could specify “*diesel vehicles*”. Chairman Dombrowski explained that this issue they were addressing in the proposed Ordinance was not only diesel vehicles. Mayor Allyn also explained that it was not just about diesel engines noting that a residential (non-commercial) use of a F150 pick-up truck could have a diesel engine.

Mr. Eric Treaster suggested also adding a requirement that the large Inter-state Highway tractor trailers not be parked on residential sites. Chairman Dombrowski explained the Town Council could not regulate what people do on their property through an ordinance, noting that this would be a zoning matter, and was statutorily outside the Town Council’s preview.

VI. ADJOURNMENT

Hearing no further public comment, Chairman Dombrowski adjourned the public hearing at 6:23 p.m.

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

I, Kevin J. Dombrowski, Chairman of the Ledyard Town Council,
hereby certify that the above and foregoing is a true and correct
copy of the minutes of the Public Hearing held on December 14, 2022.

Attest: _____
Kevin J. Dombrowski, Chairman