

April 23, 2024

Tony Capon, Chairman
Ledyard Planning and Zoning Commission
741 Colonel Ledyard Highway
Ledyard, CT 06339

By email: planner@ledyardct.org

Dear Chairman Capon and Commission members:

This letter and its attachments are intended to response to the staff Memorandum dated April 11, 2024 and presented to the Commission that night, and also to questions posed by Commission members at that meeting. I have organized this letter using the same headings and numbers used by Ms. Hodge to make it easy to compare her comments to our responses.

Existing Conditions and History

1. **Utility Boxes**. As indicated at the public hearing, the utility boxes are communications facilities permitted within the public right of way of Christy Hill Road. They are not proposed by the applicant and not located on its property. The paver block parking area is also existing and not proposed.
2. **Overhead wires**. The staff memorandum is correct that there are overhead wires. Like Ms. Hodge, we have been unable to find any evidence of an easement, and Mr. Gardner double-checked after the meeting. This is not unusual in Connecticut, especially on older roads. We understand that in 1990, the Town reconstructed the intersection of Kings Highway and Christy Hill Road to improve sight lines. The utility poles follow the former right of way for Kings Highway, which would explain the lack of a utility easement.
3. **Wetlands on site**. Before the applicant even spoke, the plans were reviewed, or the report and signed wetlands map from Ian Cole were submitted, the Chairman read a prepared statement indicating that Inland Wetlands Commission review was required. Similarly, the staff memorandum states that the wetland shown on the site do not match the Town's inland wetland maps, and also states that this requires an amendment to the Inland Wetlands map. This is not correct. Section 3.1 of the Inland Wetlands Regulations specifically states:

The map of wetlands and water courses entitled "Town of Ledyard Connecticut Inland Wetlands" delineates **the general location and boundaries of inland**

wetlands and the general location of water courses. Copies of this map are available for inspection at the office of the Town Clerk. **The precise location of wetlands and water courses shall be determined by the actual character of the land, the distribution of wetland soil types and location of water courses.** The IWWC may use aerial photography, remote sensing imagery, resource mapping, soils maps, site inspection observations or other information in determining the location of the boundaries of wetlands and water courses. (Emphasis added).

The Inland Wetlands map is expressly described as showing only the *general location* of wetland and watercourses, with their *precise location* to be established by wetland soil types. This is exactly what the applicant has done in this case. Mr. Cole has submitted a copy of the site plan with his certification and *original* signature concerning the “precise location” of the Inland Wetlands on the site. The staff memorandum also states that “there is no information provided about the wetland.” That has been addressed by the submission of Mr. Cole’s written report.

The staff memorandum correctly notes that the applicant has not submitted an application to the Inland Wetlands and Watercourses Commission. That is because no such application is required. Section 2.1 of the Inland Wetlands and Watercourses Regulations defines “regulated activity” as follows:

“Regulated activity” means any operation *within or use of a wetland or water course* involving removal or deposition of material, or any obstruction, construction, alteration or pollution of such wetlands or water courses, or any other activity which may impact or effect the wetlands, but shall not include the specified activities in Section 22a-40 of the Connecticut General Statutes. **Furthermore, any clearing, grubbing, filling, grading, paving, excavating, constructing, depositing or removing of material and discharging of storm water on the land within 100 feet, measured horizontally from the boundary of any wetland or water course, is a regulated activity.** (Emphasis added).

This makes it clear that any activity *in or use of* a wetland or watercourse or any activity *in or use of* such areas which “may impact or effect” the wetlands is a regulated activity; and, separately, any activity (regardless of evidence of impact) within 100 feet of a wetland is also a regulated activity. This application involves no activity in, or use of, a wetland or watercourse, nor does it depict any disturbance of the existing land within 100 feet of that inland wetland. Further, Mr. Cole’s report indicates that, regardless, the proposed activities will have no impact on the wetland.

The Department of Energy and Environmental Protection (DEEP) publishes the model Inland Wetlands and Watercourses Regulation that most towns use. That model includes a definition of “regulated activity” which contains only the first sentence of Ledyard’s definition, but the model includes a reference to Appendix C, which is the DEEP guidance document, “Guidelines Upland Review Area Regulations Connecticut’s Inland Wetlands and Watercourses Act June 1997.” A copy of the Guidelines is attached to this Memorandum.

Those Guidelines contain three options for towns that wish to expand their jurisdiction beyond the basic one-sentence definition. As noted in the Guidelines, the first model—which Ledyard has adopted—is described as providing “that certain specified activities if conducted within a specified distance measured from *any* wetland or watercourse are regulated activities.” (Emphasis original). The Guidelines then provide a second model which “expands upon that basic model [model 1] by identifying specific wetland and watercourse resources of special concern and providing specific review area widths for those resources.” Model 3 has similar language, but using different factors. *Ledyard has not adopted the expanded language of Models 2 or 3.* Ledyard uses Model 1 only, which only regulates “specified activities if conducted within a specified distance measured from *any* wetland or watercourse are regulated activities.” (Emphasis original).

The Ledyard Inland Wetland and Watercourses Regulations also describe in Section 4 uses (“Class A Activities”) which are “Uses as of Right and Non-Regulated Activities.” Section 4.1 provides as follows:

4.1 Notification Required. To carry out the purposes of this Section, any person proposing a use of right or a non-regulated activity and use shall, prior to commencement of such activity and use, notify the IWWC on a form provided by it, and provide the IWWC with sufficient information to enable it to properly determine that the proposed activity and use is as of right or non-regulated use of a wetland or water course. The IWWC shall rule that the proposed activity and use or portion of it is a use of right or non-regulated activity or that the proposed activity and use is a regulated activity and a permit is required.

The applicant here is not claiming that it is proposing a use of right or a non-regulated activity as described in Section 4. The applicant has submitted expert testimony that it is not conducting a regulated activity *at all*. For that reason, there is no reason to seek a declaratory ruling under Section 4.1.

At the meeting of April 1, 2024, the Commission informed the applicant that Ms. Hodge would be filing a request for a determination of jurisdiction for Donco’s property without its consent or participation. Ms. Hodge has no authority to file such a request. The case of *Richards v. Planning and Zoning Commission of Town of Wilton*, 170 Conn. 318 (1976), explored the standing of a party to file a land use application. In that case, the Wilton Board of Ed applied to

build a storage area for school buses, a bus maintenance facility and equipment, even though it did not own the land. The land was owned by the “Town of Wilton” and designated for municipal use. The Richards court framed the following question:

The issue, then, is whether the Wilton board of education, although not the titleholder to the property, possesses a sufficient interest in it and in the granting of the special permit to constitute the legal interest required to make the present application.

Richards at 321.

To elaborate further, the court stated:

Whether the applicant is in control of the property, whether he is in possession or has a present or future right to possession, whether the use applied for is consistent with the applicant’s interest in the property, and the extent of the interest of other persons in the same property, are all relevant considerations in making that determination.

Richards at 323 - 324.

Ms. Hodge has no control of this property, has no possession of it either presently or in the future, and her interest in it is not consistent with the owner’s. She has no standing to initiate any administrative proceeding before the Inland Wetlands and Watercourses Commission or any other public agency. See, also, *Gladysz v. Planning and Zoning Commission of Town of Plainville*, 256 Conn. 249 (2001).

The Chairman stated that these arguments are being made in the wrong forum, but they are being addressed in the forum *in which there were raised* and the *only* forum where all parties are involved. There will be no involvement by the Inland Wetlands and Watercourses Commission because we propose no regulated activity, no amendment to the Inland Wetlands Map, and no one but my client has standing to file applications or seek ruling concerning its property.

Proposed Activity

The staff memo notes (and Ms. Hodge noted at the April 11, 2024 public meeting) that there were no paths to interconnection the units, and that residents might cross into private areas of the homes of other residents. This is a legitimate question. The plan have been revised to indicate that 25’ x 80’ exclusive use area which surrounds each unit, and within which each resident is free to install landscaping, patios, or other typical backyard improvements. We have also added wood-chip paths to channel internal pedestrian movement and provide easy access to the designated recreation area. As to what that recreation area should contain, the applicant was thinking of playground equipment or a surface and basketball hoop (since basketball is a sport which can be enjoyed by many age groups and through a long season). The applicant is open to suggestions about the most appropriate recreational facilities here.

Initial Review comments

1. Site Plan Omits Information Required for Health and Safety Evaluations. This is not correct. No health or safety issue has been identified. However, the applicant has revised the plans to address legitimate issues raised by the Town Planner.
2. Affordability Plan: The staff memorandum describes the affordability plan as “generic and intended for a traditional subdivision development.” This is not correct. The Affordability Plan is based on the one already approved by the Commission for the Stonegate Mobile Home Park expanded by Garden Homes Management, and the one used for an affordable housing development in Waterford which the Ledyard land use counsel already reviewed and approved in that town. The Town Planner says that the Plan includes “inconsistencies” but does not identify them, and claims inconsistencies with Conn. Gen. Stats. Chapter 412, but does not identify those, either. As noted at the meeting of April 11, 2024 by the applicant, any requirement of State law must and will be met. Be that as it may, in an effort to be responsive, the applicant has made changes to the Affordability Plan, and the amended version is attached in a redlined format.
3. Sidewalks on Kings Highway. The Town would lack the authority to require sidewalks on Kings Highway in a *standard subdivision*, let alone an affordable housing application. The Connecticut Supreme Court has already ruled on this. *Buttermilk Farms v. Planning and Zoning Commission*, 292 Conn. 317 (1993). As noted above, internal pathways have been added to the site plan.
4. Septic System design: The staff memorandum questions the viability of 10 septic systems on the property. This is governed by the Public Health Code and administered by the Ledge Light Health District. It is not relevant to review of an affordable housing application.
5. Lack of Guest Parking. Two parking spaces are provided for each home. This is the same as required by the Ledyard Zoning Regulations for any other single-family dwelling.

Questions/Comments related to the Affordability Plan

Comments 1 and 2, Completeness: The staff memorandum states that draft zoning regulations, conditions of approvals, and restrictive covenants have not been provided. The Town Planner misreads the Statute. Section 8-30g (b)(1) states that the applicant shall provide “draft zoning regulations, conditions of approvals, deeds, restrictive covenants **or** lease provisions that will govern the affordable dwelling units.” (Emphasis added). An applicant is not required to submit

all of these items. In particular, our courts have repeatedly held that draft zoning regulations are not required. *Wisniowski v. Planning and Zoning Commission of the Town of Berlin*, 37 Conn. App. 398, 313-18 cert. denied 233 Conn. 909 (1995). The restrictive covenant is included as Exhibit F in the Affordability Plan, and it separately addresses both the 60% and 80% of median income units. Note that the restriction in Exhibit F requires that the Commission and the Zoning Enforcement Officer be notified of the sale of any affordable home upon notice of an intent to sell by the owner to the administrator. The applicant had already prepared a draft lease, but towns typically don't require that. Attorney Avena did not request it for the affordable housing mobile home park that he reviewed in Waterford. However, since we do have such a model lease already, we are happy to provide it, and it is attached.

Comments and 3 and 4, Sequence and Location: The Plan *does* designate the location of each affordable home and the percentage of median income to which it is restricted. No sequence is provided because, with only ten lots, the site will be developed as a single phase. The applicant would accept as a condition of approval that the affordable units be sold proportionate to the market rate units (roughly 3 to 1). For example, no more than 3 market rate units shall be sold until at least one affordable unit is sold; then no more than 3 more market rates units until at least one affordable unit is sold; and the same for the next three market rate units. We would also agree that the unit designed at 60% of median income shall not be the last affordable unit sold, i.e., it must be part of either the first group of three market rate units or the second group of market rate units.

Comments 5 and 6, Market Rate versus Restricted Rate: The staff memorandum points out what makes mobile homes affordable, including ones that aren't deed restricted. Mobile manufactured homes are built in climate-controlled industrial facilities where the economies of scale and assembly line efficiencies allow homes to be built at far less cost than stick-built homes outdoors. This does not disqualify mobile home parks from qualifying as an affordable housing application under Conn. Gen. Stats. §8-30g.

Comment 7, HUD Code: Ms. Hodge misunderstands the "HUD Code." *All* mobile homes, regardless of where or by whom they are manufactured, *must* conform to the specifications promulgated by the U.S. Department of Housing and Urban Development. However, like a house or a car, different manufacturers include different features in their homes which exceed the mandatory minimums. Pages 12-13 of the Affordability Plan list the features that will be included in the affordable homes, though they will also be included in the market rate homes. Be all this as it may, the Town of Ledyard has no authority or jurisdiction to administer or enforce HUD specifications or the interior features of private homes.

Comment 8, Comparability: The staff memorandum claims that there is an inconsistency. There is not. The Plan indicates the *minimum* features for *all* homes. In addition, there will be options for additional features that buyers may desire. The Affordable Housing Act only requires that affordable homes be comparable in workmanship and basic design to the market rate homes, not

that they be *identical*. It is simply wrong to say that if a market rate unit has a skylight or a cover porch or a extra shutters, then so must the affordable homes. That isn't the case in *any* single-family neighborhood.

Comment 9, Property Taxes: The staff memorandum essentially asserts that the estimated property tax figure used in the Affordability Plan (\$170/month) is too low. In fact, the figure is low. A mobile manufactured home at 4 Rockledge Drive in Ledyard is 1620 square feet and pays \$2,980 per year in property taxes. The proposed homes are 920 square feet, or about 57% of the size of the 4 Rockledge Drive home. Assuming that the Assessor will treat a smaller home as having a proportionally smaller market value, 57% of \$2,980 is \$1,698.60 per year, or \$141.55 per month, which is less than the \$170 estimated in the Affordability Plan. Looking at results for 2 Rockledge Drive 6 Rockledge Drive indicates that the Assessor is using a consistent value of \$1.84/SF for the mobile homes in that development. The single-wide mobile home at 944-01 Long Cove Road in Gales Ferry shows total taxes of \$1,202.34, or \$100.20 per month, far below the estimates in our Affordability Plan.

Comments 10 and 11, Utilities: Donco manages other mobile home parks in Ledyard and the utility figures accurate. For example, the mobile home at 8 Sleepy Hollow Pentway has generally paid \$30 to \$35 per month for water. Ms. Hodge's estimate of \$338 per month for water is absurd. See the attached utility bills. As to water meter connections, each home will have its own water meter.

Comments 12 and 13, Administrator: The staff memorandum says that the Affordability Plan must designate the administrator, and that is correct. The Plan *does* designate the administrator, as noted in the memorandum itself in item 12. The staff comment states that since Donco, LLC is a limited liability company, it is not an "entity." That is simply wrong. An LLC *is* an entity under Connecticut law. The staff memorandum asks if Donco is qualified to serve as an administrator. The Town has neither the authority nor the expertise to evaluate how qualified an administrator has to be. If the administrator fails to comply with applicable law, that would be a zoning violation and enforceable just like any other zoning violation.

Comment 14, Resident Purchase: The staff memorandum asks what happens if the residents of the park purchase it per Conn. Gen. Stats. §70-(f)-(3). Who would become the "administrator?" The answer is that a community-owned mobile home park is automatically designed as an affordable housing development (*all* homes, not just the deed restricted ones) per Conn. Gen. Stats. §8-30g(k)(5). Therefore, there wouldn't be any administrator at all because none would be required.

Issues and Questions Associated with CGS Chapter 412

Comments 1 and 2, Licensing and regulation by the Department of Consumer Protection: *Any* mobile home park must operate within the requirements of State law applicable to such

developments. The Affordable Housing Act provides no exemptions from those requirements; no waivers are required.

Comment 3, Deed Restrictions: The deed restrictions are on the *individual home sites* as shown on the site plan. A mobile home located on the designated affordable sites must comply with 8-30g, including both the sale price of the home located on that site and the income of the occupants of the home located on that site.

Comment 4, Chapter 412: This mobile home park *will* comply with local ordinances and regulations because, under the Affordable Housing Act, the Commission is required to approve it unless the Commission is able to establish “based upon the evidence in the record compiled before such commission, that (1) (A) the decision is necessary to protect substantial public interests in health, safety or other matters which the commission may legally consider; (B) such public interests clearly outweigh the need for affordable housing; and (C) such public interests cannot be protected by reasonable changes to the affordable housing development.” The staff memorandum is seeking to create a conflict between Chapter 412 and the Affordable Housing Act which does not exist.

Comment 5, “Aesthetic Standards:” The staff memorandum references Conn. Gen. Stats. §21-79(c). Section 21-79 is part of Chapter 412, the Statutory provisions for Mobile Manufactured Home Parks as administered by the Department of Consumer Protection. Subsection 21-79 describes the circumstances under which a park owner can restrict an occupant’s right to sell. This is completely irrelevant to any zoning review and particularly irrelevant to an Affordable Housing application.

Comment 6, Site Lease/Park Rules: Mobile home park rules do not address purchase or sale of homes, but only the conduct of residents. As to the lease, applicants don’t normally include model leases in the zoning applications, but we attach our proposed lease to demonstrate that the affordable housing requirements *are* referenced in the document.

Comments 7 and 8, CGS Section 21-80(b)(5), Lot Rents: Again, this is a citation to Chapter 412. It is irrelevant to any zoning application. The lot rents for affordable homes are indicated in the Affordability Plan, and that cost is factored into the maximum allowable sales price. The lot rentals on market rate lots is irrelevant to this application.

Comment 9, Conflict Between Chapter 412 and 8-30g: The staff memorandum identifies what is alleged to be a conflict in the Connecticut General Statutes, and then alleges that this conflict “must be resolved before the Application can be approved.” This is incorrect. This applicant has no authority to “resolve” conflicts alleged by the Town Planner in the Connecticut General Statutes. Only the General Assembly or the Courts can do that. The Town of Ledyard does not administer or enforce Chapter 412 and has no authority to demand “resolution” of conflicts that have not been an issue in any other 8-30g mobile home park in the State of Connecticut.

Comment 10, Safety Standards: As indicated above, the Town of Ledyard has no authority to interpret, administer, or enforce Chapter 412. This is irrelevant to any zoning review. The staff asks what happens if a mobile homeowner elects to remove his/her home from this development. This is the same question posed by the Chairman on April 11, 2024. Please note that the purpose of the Affordable Housing Act is not to limit the profit of any property owner on resale, but only to assure that the subject home or homesite remains affordable to a qualified purchaser or occupant. Therefore, if a unit is removed and sold elsewhere, the replacement home on that designated affordable lot must also be sold within the requirements of the Affordability Plan and the occupant must qualify under the Plan. The staff memo says that “ONLY the individual trailer is deed-restricted.” That is incorrect. The *site* is also restricted in the Affordability Plan, and any replacement home must sell to a qualified purchaser at a price that conforms to the Plan. This is no different than any of the many affordable mobile home parks in Connecticut. In order to remove all doubt, we have modified the language of the Affordability Plan as indicated on the redlined version attached.

Site Plan Comments

Comment 1, Deed for the Property: The applicant has submitted an A-2 Survey of the property indicating that it contains 2.18 acres. The GIS maps and Assessor’s cards should be updated to reflect this fact. The claimed “discrepancy” is common and also irrelevant to this application. The land is what it is and the Town’s erroneous records can’t change it.

Comment 2, Lot lines and Limits of Clearing: These have been added to the site plan.

Comment 3, Zoning Compliance Chart: This application is exempt from local zoning, so no “zoning compliance chart” is required.

Comment 4, Wetlands Limits: As requested, the applicant has submitted a copy of the site plan with the signature and certification of a soils scientist. There is no legal authority to require a “live” signature, but it was provided anyway. The applicant is not required to obtain any ruling from the Inland Wetlands and Watercourses Commission. Please recall that Ms. Hodge is not an attorney admitted to the Bar of the State of Connecticut.

Comment 5, Driveway Detail and Sight Lines: The staff memorandum asks for certain loading and turnaround information for fire truck access. The Fire Chief has provided a report indicating that fire protection for this site can be provided. Sight lines for driveways have been added to the plan. The sample lease provided to the Commission confirms that the park owner will maintain all common areas and driveways. The precise delineation between private and shared driveways is irrelevant.

Comment 6, Guest Parking: Each home has parking for two (2) vehicles. If the Ledyard Zoning Regulations were applicable to this application, please note that Section 9.4.1.7 would require two parking spaces for a single-family home plus one more for a non-resident employee. The

proposed Park Lease prohibits business uses on this property, so only two parking spaces would be required for each dwelling. Guests would be accommodated for these single-family dwellings the same way that they are everywhere else in Ledyard.

Comment 7, Sign: The sign location and detail have been added to the site plan.

Comment 8, Mailboxes: The mailbox locations are shown on the site plan. The applicant would agree to a condition of approval that the final design and location of mailboxes shall conform to the requirements of the U.S. Postal Service, since they have to anyway.

Comment 9, Dumpster/Trash Management: No dumpsters are proposed. Each home will have its own trash and recycling barrel which will be serviced by the Town of Ledyard. This is the same pattern is currently in place at all other existing mobile home parks in Ledyard. As to garbage truck access, please note that delivery trucks, fire trucks, construction vehicles, and many other kinds of vehicles routinely have to back out of driveways on occasion. The sight lines for the driveways have been added to the plans. There is no reason to require the *precise* location of trash barrels when they are to be emptied. No such requirement would be imposed on any other single-family development.

Comment 10, Hydrant locations: This is addressed in the Fire Chief's letter.

Comment 11, Interior Utility Locations: The staff memorandum asks for confirmation that adequate water supply and pressure will be available to the site, and this has been provided via letters from the SCWA and the Fire Chief. The Stormtech systems discharge to the ground in accordance with Low Impact Development (LID) principles. Interior electric, water, and other utility connections will have to comply with the requirements of the subject utility, and this is not a zoning issue. We would agree to a condition of approval that all interior utility connections be underground and in compliance with the requirements of the provider.

Comment 12, "Concrete Block Parking Areas." As stated at the meeting of April 11, the parking area and utility boxes are existing and are not located on the subject site. They are within the Town road right of way, as permitted for public utilities. The applicant has no knowledge of the function of these boxes and proposes no changes to them. Notifications to private utilities will be provided as required by applicable law. This is not a zoning issue.

Comment 13, Copies of Easements: Private easements are irrelevant to this review. As to the drainage easement in favor of the Town, no activity is proposed there.

Comment 14, Sidewalks: The Subdivision Regulations are inapplicable because (1) this is not a subdivision; (2) this Affordable Housing application is not subject to the Subdivision Regulations; and (3) the cited requirement would be illegal even for a market rate subdivision per the case of *Buttermilk Farms vs. Planning and Zoning Commission*, 292 Conn. 317, 973 A.2d 64 (2009.) One would expect the Ledyard Town Planner to be aware of this Supreme Court case

Tony Capon, Chairman
Ledyard Planning and Zoning Commission
April 23, 2024
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decided fifteen (15) years ago. Conn. Gen. Stats. §21-68 does not require conformance with illegal regulations and, even if it did, it is not enforceable by the Town of Ledyard.

CONCLUSION

Where appropriate, the applicant has modified its plans and documents to respond to the staff comments, and in other situations has consented to a condition of approval to avoid issues that have been raised. However, much of the Town Planner's memorandum deals with Chapter 412 of the General Statutes which is irrelevant to any zoning review; or seeks to impose requirements that are either illegal or inapplicable to an Affordable Housing application; or requests information that has no possible relation to health or safety issues, like the design and location of mailboxes or where residents will place their trash barrels on waste collection days. This scattergun critique seeks to impose obstacles to approval and not to address legitimate issues of review. The Affordable Housing Act was adopted in response to precisely this type of municipal conduct.

Very truly yours,



Mark Branse

Enclosures

cc: Robert Avena, Esq.
Donco, LLC
Peter Gardner, L.S.

Guidelines: Upland Review Area
Regulations, Connecticut's Inland
Wetlands & Watercourses Act



**STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL
PROTECTION**

79 Elm Street
Hartford, CT 06106-5127

Sidney J. Holbrook
Commissioner

**GUIDELINES
UPLAND REVIEW AREA REGULATIONS
CONNECTICUT'S INLAND WETLANDS &
WATERCOURSES ACT**

June, 1997

Wetlands Management Section
Bureau of Water Management



Preparation of this report was funded in part by a grant from the U.S. Environmental Protection Agency.

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Cover Picture From: Forested Wetlands/Functions, Benefits and the Uses of Best Management Practices, U.S.D.A. Forest Service.

(Printed on Recycled Paper)



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



To: Municipal Inland Wetland Agencies

From: Charles E. Berger, Director
Inland Water Resources Division

A handwritten signature in cursive script, appearing to read "Charles E. Berger".

Date: June 30, 1997

Under the Inland Wetlands and Watercourses Act, Connecticut's municipalities regulate proposed development activities in or affecting wetlands and watercourses. In support of the municipal wetland agencies, DEP's Wetlands Management Section provides a comprehensive Wetlands Management Training Program for wetland agency commissioners and *Model Regulations* for local inland wetland programs. *Guidelines for Upland Review Area Regulations* was published in accordance with sections 22a-42(d) and 22a-42a(f) of the General Statutes to assist Connecticut's inland wetland agencies in developing and implementing municipal regulations for activities proposed on uplands around wetlands or watercourses.

The guide was drafted in response to inquiries from wetland agency members, river management groups, the regulated community, and other interest persons, for guidance in implementing what are popularly called buffer or setback provisions in wetland regulations. The guide uses the term upland review area to describe the non-wetland or non-watercourse area in which certain types of activities, as defined in municipal regulations, are regulated activities. Other terms for describing this area are used in municipal regulations. We selected the term upland review area because it best conveys the regulatory scheme under the inland wetlands statutes wherein a wetland agency reviews regulated activities case-by-case and approves or disapproves them on their merits.

For further information about DEP's Inland Wetlands Management Programs, please call (860) 424-3019.

Guidelines for Upland Review Area Regulations Under Connecticut's Inland Wetlands and Watercourses Act

Wetlands and Uplands: an Introduction

The relationship between a wetland or watercourse and its surrounding upland is complex. Upland land clearing, excavating, filling and other construction activities if not properly planned and executed can have significant impacts on adjacent wetlands and watercourses. Under the Inland Wetlands and Watercourses Act, the municipal wetlands agency has broad authority to issue permits not only for activities in wetlands or watercourses themselves, but for activities located elsewhere when such activities are likely to impact or affect wetlands or watercourses. *It is the department's policy to encourage municipal wetland agencies to review proposed activities located in upland areas surrounding wetlands and watercourses wherever such activities are likely to impact or affect wetlands or watercourses.*¹

An understanding of how certain activities in upland areas affect wetlands and watercourses has led most towns to adopt regulations requiring wetland agency review of proposed development adjacent to wetlands and watercourses.² Such regulations are optional under the Act, but serve to inform the public as to the circumstances under which a wetlands permit is required of activities proposed adjacent to a wetland or watercourse.³

While requiring a permit for specified activities within defined upland review area boundaries, these wetland agencies still maintain their authority to regulate proposed activities located in more distant upland areas if they find that the activities are likely to impact or affect a wetland or watercourse.

The purpose of these guidelines is to assist municipal wetlands agencies to review and revise their wetlands and watercourses regulations, if necessary. As such, the guidelines provide a foundation for consistency in municipal regulations and permitting activities. They are not intended to substitute for reasoned evaluation and judgement by municipal wetlands agencies of the local wetland and watercourse resources, the conditions surrounding those resources, and the types of activities which are likely to impact or affect those resources. Nor are they intended to guide wetlands agencies through the decision making process for acting on permits. Both these topics are more appropriately addressed in detail through the department's Inland Wetlands Management Training Program for wetland agency commissioners and their staff. Wetlands agencies are reminded that they should review proposed changes in their inland wetlands and watercourses regulations with their town attorney.

Model Municipal Upland Review Area Regulations

In addition to implementing the law to protect wetlands and watercourses, regulations inform the public on what to expect if one proposes an activity in or affecting a wetland or watercourse in the subject town. Upland review area regulations reduce or eliminate the need for case-by-case rulings by providing notice as to what activities need wetland permits. By specifying where a permit is required, such regulations foster consistency and are convenient for the public. In determining the boundaries for its upland review area regulations, the wetland agency should consider the specific kinds of development activities on uplands which are likely to impact or affect wetlands and watercourses and the nature of that impact or affect.

An upland activity which is likely to impact or affect wetlands or watercourses is a *regulated activity* and should be identified as such in the regulations. In identifying upland review area regulated activities, the wetlands agency must apply the standard established under section 22a-42a(f) of the General Statutes and find that the activity is "... likely to impact or affect wetlands or watercourses."⁴ Examples of upland regulated activities are included in the models below. In implementing its upland review area regulations, the wetland agency must be cognizant that certain proposed activities, which are permitted uses as of right or as nonregulated uses under section 22a-40 of the General Statutes, are not regulated and do not require a permit from the wetlands agency under the Inland Wetlands and Watercourses Act.

There are a number of ways that the boundaries of an upland review area may be defined in regulations. In selecting its approach, the wetland agency should consider the special nature of their town's wetland and watercourse resources, the purposes and intent of the Inland Wetlands and Watercourses Act, and how the regulations will be implemented.

Three models for upland review area regulations are presented below. The first model provides that certain specified activities if conducted within a specified distance measured from *any* wetland or watercourse are regulated activities. As such, the first model is the basic model and easiest to implement. The second model expands upon that basic model by identifying specific wetland and watercourse resources of special concern and providing site specific review area widths for those resources. This model should be used where the wetland agency believes additional protection though a wider review area is needed or to take existing land development or uses into account with a narrower review area. The third model adds to the basic model a slope and soil factor in determining the site specific width or location of the upland review area. The first and second models are easily understood and implemented, while the third is technically complex and not easily implemented without trained staff.

Note that the first sentence of each model definition below is the definition of the term *regulated activity* taken from section 22a-38(13) of the Inland Wetlands and Watercourses Act and, as such, its meaning may not be changed in municipal inland wetlands regulations.

Model Regulation Options⁵

Model I. “Regulated activity” means any operation within or use of a wetland or watercourse involving removal or deposition of material, or any obstruction, construction, alteration or pollution, of such wetlands or watercourses, but shall not include the specified activities in section 22a-40 of the Connecticut General Statutes. Furthermore, any clearing, grubbing, filling, grading, paving, excavating, constructing, depositing or removing of material and discharging of storm water on the land within _____ feet measured horizontally from the boundary of any wetland or watercourse is a regulated activity. The Agency may rule that any other activity located within such upland review area or in any other non-wetland or non-watercourse area is likely to impact or affect wetlands or watercourses and is a regulated activity.

Model II. “Regulated activity” means any operation within or use of a wetland or watercourse involving removal or deposition of material, or any obstruction, construction, alteration or pollution, of such wetlands or watercourses, but shall not include the specified activities in section 22a-40 of the Connecticut General Statutes. Furthermore, any clearing, grubbing, filling, grading, paving, excavating, constructing, depositing or removing of material and discharging of storm water on the land within the following upland review areas is a regulated activity:

- (1) within _____ feet measured horizontally from the ordinary high water mark⁶ of Town Lake, Smith Lake or Pine Meadow Pond;
- (2) within _____ feet measured horizontally from the ordinary high water mark of Ledge Brook and of Big Trout Brook between the Route 51 and Main Street Bridges over Big Trout Brook.
- (3) within _____ feet measured horizontally from the boundary of the wetlands comprising Great Swamp;
- (4) within the area enclosed by the _____ foot contour elevation surrounding Ice Pond Bog; such contour is depicted on the Inland Wetlands and Watercourses Map for the Town of _____ ;
- (5) within _____ feet measured horizontally from the boundary of any other wetland or watercourse.

The Agency may rule that any other activity located within such upland review area or in any other non-wetland or non-watercourse area is likely to impact or affect wetlands or watercourses and is a regulated activity.

Model III. “Regulated activity” means any operation within or use of a wetland or watercourse involving removal or deposition of material, or any obstruction, construction, alteration or pollution, of such wetlands or watercourses, but shall not include the

specified activities in section 22a-40 of the Connecticut General Statutes. Furthermore, any clearing, grubbing, filling, grading, paving, excavating, constructing, depositing or removing of material and discharging of storm water in the following areas is a regulated activity:

- (1) on land within ____ feet measured horizontally from the boundary of any wetland or watercourse, provided
- (2) if the slope of such land exceeds 5%,⁷ within the distance measured horizontally from the boundary of the wetland or watercourse equal to ____ feet plus an additional 5 feet for each 1% increase in slope greater than 5%, but not more than __[e.g., 200]__ feet;
- (3) on land designated on the Inland Wetlands and Watercourses Map of the Town of _____ as containing highly erodible soils.

The Agency may rule that any other activity located within such upland review area or in any other non-wetland or non-watercourse area is likely to impact or affect wetlands or watercourses and is a regulated activity.

Considerations in Establishing Upland Review Areas

Regulated Activities

The Inland Wetlands and Watercourses Act (Sections 22a-36 through 22a-45a of the General Statutes) defines *regulated activity* to mean:

“ ... any operation within or use of a wetland or watercourse involving the removal or deposition of material, or any obstruction, construction, alteration or pollution of such wetlands or watercourses, but shall not include the specified activities in section 22a-40 of the Connecticut General Statutes.”⁸

In addition to activities located in a wetland or watercourse, any activity located in a non-wetland or non-watercourse area which is likely to impact or affect a wetland or watercourse may be deemed to be a regulated activity (unless the activity is a use permitted as of right or as a nonregulated activity). However, the likelihood of an activity having a substantive impact on a wetland or watercourse will depend on a number of factors, including the nature of the wetland or watercourse, the activity, soils and slope of the land, and would generally decrease with increasing distance of the activity from the wetland or watercourse. At some point, impacts from that activity on wetlands and watercourses would be expected to become de minimis and not measurable.

The DEP believes that a 100 foot-wide upland review area is sufficient for reviewing construction

activities in areas surrounding wetlands or watercourses because most of the activities which are likely to impact or affect these resources will be located in that area. However, based on the special factors of concern to a wetlands agency, e.g., wetland and watercourse values, slope, soils, existing development, etc., a greater or lesser distance may be appropriate for a particular municipality. However, beyond 100 feet it is neither practical nor desirable, from a wetlands and watercourses management perspective, to automatically require an inland wetlands permit for *all* construction activities. It must be emphasized that other municipal authorities and mechanisms involving planning, zoning and subdivision decisions and plans of conservation and development, play a role in addressing the broader watershed issues.

Upland Review Areas, Setbacks and Buffers

In a number of municipal inland wetlands regulations, upland review areas are referred to as setbacks or buffers.⁹ We chose the term *upland review area* to describe the non-wetland or non-watercourse area in which certain activities would be regulated because it best conveys the regulatory scheme under the wetlands statutes wherein a wetland agency reviews regulated activities case-by-case and approves or disapproves them on their merits. The inland wetland statutes do not authorize a blanket prohibition of *all* activities either in the wetlands or in upland review, buffer or setback areas.

Use of Upland Review Area Regulations

Most municipal wetland agencies have already adopted some form of upland review area regulations.¹⁰ Such regulations are based on a presumption that the regulated activity will have an adverse impact on the adjacent wetland or watercourse. A person proposing to conduct a regulated activity has the burden to demonstrate to the wetlands agency that the impacts of his proposal are consistent with the purposes and provisions of the Inland Wetlands and Watercourses Act and, therefore, that he is entitled to the permit. An applicant who successfully documents to the satisfaction of the wetlands agency that his proposed activities are fully consistent with the purposes and provisions of the Inland Wetlands and Watercourses Act is entitled to receive a permit. The factors the wetlands agency must consider in making its decision on the application are prescribed in section 22a-41 of the General Statutes.¹¹

The Role of the Upland Review Area in Protecting Wetlands and Watercourses

Upland areas surrounding wetlands or watercourses function in a number of ways to protect these resources. An understanding of these functions and how they potentially may be impacted by construction activity or development is necessary for the wetlands agency to adopt an upland review area and subsequently regulate activities therein. Since the functions will vary depending on the specific project site, each permit application will be different and must be reviewed on its individual merits.

Control Non-point Source Pollution

- *Vegetation and natural soils foster removal of nutrients, sediments, particulates, and other potential pollutants and pathogens from storm-water runoff thereby protecting water quality
- *Sediments arising from road sanding and construction activities are trapped
- *Flood flows, stream bank erosion, and storm-water discharges to wetlands and watercourses are attenuated
- *Separating distances from wetlands or watercourses allow for treatment of wastewaters

Protect Aquatic Habitat

- *Wind-thrown trees, dropped branches and detritus create important habitat for aquatic organisms within watercourses
- *Stabilize under cutting stream banks, providing shelter for fish and other aquatic organisms
- *Riparian areas are an essential component of habitat and for mammals, birds, amphibians, reptiles, invertebrates and other wetland animals
- *Watercourses are allowed to meander naturally without endangering development

Control Temperature

- *Shrubs and trees shade wetlands and watercourses and help maintain cold water aquatic habitats in summer and insulate them from deep frost in winter
- *Water temperatures suitable for fish spawning and egg and fry development are maintained
- *Cooler water supports higher dissolved oxygen

Provide Food for Aquatic Life

- *Decomposing leaves and detritus contribute to the food chain, especially of aquatic insects
- *Insects falling from branches feed fish and other aquatic life

Insulate Fish and Wildlife From Human Activities

- *Potential for human interference with fish and wetland wildlife is reduced

Provide a Corridor Linking Wetlands and Watercourses

- *Wildlife habitats are continuous, not fragmented or isolated, allowing for migratory habits of wetland wildlife

Examples of Regulated Activities in Upland Review Areas and Their Potential Wetland or Watercourse Impacts

Keep in mind that the substance and significance of an impact will vary from site to site and may decrease with increasing distance from the wetland or watercourse.

Clearing, grubbing and grading

- *Loss of stream shading
- *Increased surface water temperature
- *Loss of food source for aquatic organisms
- *Loss of riparian habitat/diminished in stream habitat value
- *Increased storm-water runoff
- *Reduced capacity to remove nutrients and other impurities from runoff
- *Soil erosion/sedimentation
- *Destabilization of stream banks
- *Increased disturbance of aquatic and wetland animals
- *Release of nutrients bound in the soil
- *Loss of instream habitat diversity from wind-thrown trees and branches

Paving

- *Increased storm-water runoff/discharge
- *Decreased ground-water recharge, reduced stream flow during dry seasons
- *Non-point source of water pollution, including petroleum products from motor vehicles
- *Source of sand and grit from storm water discharges
- *Disruption of fish spawning and fish-egg incubation
- *Periodic disturbance from maintenance of storm-water management system
- *Thermal loading in watercourses

Excavating

- *Soil erosion/sedimentation
- *Altered surface and ground-water discharge patterns and quantity

- *Diversion or dewatering of wetland/watercourse
- *Destabilization of watercourse channels

Filling

- *Diversion of surface water drainage/dewatering
- *Loss of flood-water storage
- *Increased flooding or flood hazards
- *Increased stream erosion
- *Erosion of fill material
- *Sedimentation

Constructing

- *Soil erosion/deposition
- *Disturbance of adjacent fish and wildlife habitats
- *Increased non-point sources of water pollution
- *Fragmentation of wetland/watercourse habitats

Depositing material

- *Erosion/loss of material into regulated area
- *Leaching/pollution potential
- *Disturbance of adjacent aquatic habitats
- *Alteration of riparian habitats
- *Other impacts similar to filling and constructing

Removing material

- *Discharge/loss of material to regulated area
- *Modification of riparian habitats
- *Surface drainage changes
- *Other impacts similar to clearing, grubbing or grading

Discharging storm water

- *Water quality - discharge of road sands/grit; oils; grease
- *Water quantity - flow attenuation; velocity dissipation
- *Erosion/sedimentation
- *Assimilation of potential pollutants
- *Change in receiving stream water temperature
- *Increase velocity of runoff and decrease travel time to the receiving watercourse
- *Nuisance flooding

Determining Upland Review Area Boundaries

Due to the variability of Connecticut's landscape features, even within the same watershed, and the multiplicity of regulated activities which may be involved in site development, it is not practical to establish separate upland review area boundary distances *for each category or type of regulated activity*. Instead, the upland review area should be of sufficient width to ensure that it will encompass the activities that are most likely to impact or affect the adjacent wetlands or watercourses. It is recommended that upland review area boundaries be delineated using a uniform distance measured horizontally and perpendicular from the ordinary high water mark of a lake, pond, river or stream or from a wetland soil boundary.

The upland review area width adopted by the wetlands agency may be wider or narrower than the 100 foot width recommended by DEP. DEP encourages municipal wetlands agencies base their upland review area widths giving due consideration to local landscape factors including the value, or importance, of wetland or watercourse resources, extent of existing land use and, if a wetland agency deems it to be practicable, on the slope and soils of the land to be developed or other factors.

To be enforceable, the upland review areas must be adopted in the town's inland wetlands and watercourses regulations following the procedures described under section 22a-42a of the General Statutes.¹² Importantly, the upland review area regulations must be easy to understand by a property owner and easy to implement by the inland wetlands agency (should it need to take an enforcement action), as well as by any other interested person.

A uniform review area width has the advantage of simplicity over a variable width in that it is easier to delineate, understand and administer. The disadvantage of a variable, non-uniform, width upland review area regulation is that its inherent complexity may make the regulation difficult to establish and subsequently administer. Ordinarily, the agency will need a professional staff person to delineate and enforce variable upland review area regulations. Also, citizens may be confused using a variable approach and disagreements over the actual location on the ground of the outer limit of the upland review area may complicate permit and enforcement proceedings. Verification of the upland review area location is particularly important in an enforcement action where the burden is on the agency to prove that there is a violation of its regulations. For these reasons, the department urges caution in adopting complex upland review area boundaries (e.g., Model Option III, above).

While it is desirable for upland review areas to be depicted on the town's official inland wetlands and watercourses map, depending on the type of review area adopted, actual mapping may not be necessary provided appropriate narrative description is included in the town's inland wetlands and watercourses regulations and such provisions *are clearly referenced on the official map*. Wetlands agency regulations governing wetlands maps and the official wetlands maps themselves should state that such wetlands and watercourses maps were prepared for information purposes only and that the actual character of the land shall govern the agency's jurisdiction thereon. The

official wetlands and watercourses maps should also clearly reference or depict all upland review areas which have been adopted by the agency.

Boundary Factors

There are a number of factors which should be considered in defining upland review area boundaries. For unique situations, such as with an important bog, the boundary of the review area could be set by using an elevation contour encompassing the subject area. In addition, upland review areas may be wider or narrower for specified wetlands or watercourses. For example, an upland review area for a significant wetland or watercourse habitat or for wetlands and watercourses located in a public water supply watershed could be set wider than a review area for wetlands or watercourses located in other less critical areas.

*** Significant Wetland and Watercourse Resources**

All wetlands have intrinsic value, some wetland areas being more or less ecologically valuable than others. But if a wetland or watercourse is known to be ecologically significant, or to have a critical function or value such as in flood control or as habitat for an endangered species, a wider, more protective, upland review area may be appropriate. Unique wetland and watercourse values such as in research, education or recreation may also warrant a wider upland review area.

DEP encourages all towns to evaluate their wetlands resources. To that end, DEP offers training guidance on a methodology for identifying the relative importance of the wetlands and watercourses in a town or within a watershed. (See: DEP Bulletin # 9 *Method for the Evaluation of Inland Wetlands in Connecticut*, 1989¹³) This methodology uses mathematical and word expressions to assign relative "wetland value units" (WVU) to a number of the common wetland and watercourse functions. The following functions are defined in DEP Bulletin #9:

- Flood Control
- Ecological Integrity
- Wildlife Habitat
- Fish Habitat
- Nutrient Retention and Sediment Trapping
- Education Potential
- Visual/Esthetic Quality
- Agricultural Potential
- Forestry Potential
- Water Based Recreation
- Ground-water Use Potential
- Shoreline Anchoring and Dissipation of Erosive Forces
- Noteworthiness, including public water supply watersheds

In addition, guidance on vernal pools is provided in a recent publication by the Connecticut Forest Stewardship Program and the University of Connecticut Cooperative Extension System titled *Identification and Protection of Vernal Pool Wetlands of Connecticut*. Both of the above referenced publications are available from the DEP Bookstore, 79 Elm Street, Hartford, phone 860-424-3555.

* Slope

By enlarging the width of the upland review area in proportion to its slope upward from the wetland or watercourse, the wetland agency may have a better opportunity to protect wetlands and watercourses from sedimentation originating from upland construction activities. For example, wherever the minimum 100 foot upland review area slope exceeds 5%, regulations could add 5 feet (or other reasonable measure) of review area distance *horizontally* for each 1% increase in slope. Thus, if the basic 100 foot wide review area has a 15% slope upward from the ordinary high water line or wetland soil boundary, an additional 50 feet would be added to the horizontal width of the upland review area ($5\text{ft}/1\% \times 10\% = 50\text{ft}$). Similarly, where the land slopes away (downward) from the regulated area, e.g., as in the case of a hill-side seep wetland, the width of the review area could be reduced.

In general, the greater the slope of the land being developed, the greater the potential threat of damage to adjacent wetlands and watercourses from erosion and sedimentation. However, in practice, unless a town already has good town-wide topographic mapping, calculating a slope parameter for a town-wide map of the upland review area boundary would require considerable professional engineering expertise.

A practical approach to using the slope factor may be for wetland agencies to assert their jurisdiction case-by-case over major construction activities on any steeply sloped areas located outside the upland review area where wetlands and watercourses may be threatened by sedimentation caused by erosion at upland construction sites. Such sedimentation is deemed to be pollution and may be cause for an enforcement action under the inland wetlands statutes (see definition of regulated activity above).

* Soils

Combined with slope, the type of soil found adjacent to wetlands and watercourses is an important factor in how development may affect adjacent wetlands or watercourses. Soil characteristics such as texture, cohesiveness and organic content influence the creation of rill and gully formation as a result of erosion by water. In turn, this creates a potential for sedimentation of adjacent wetlands and watercourses. The United States Department of Agriculture, Natural Resources Conservation Service, has compiled lists of highly erodible soil map units which can be located using their published soil surveys. While these lists were compiled primarily for agricultural applications, they may also be useful in evaluating the erosion potential from construction activity.

Also, the permeability of a particular soil, the rate at which groundwater travels through a soil, is an important consideration when evaluating the potential for an upland review area to renovate wastewater discharges to the ground water that may subsequently discharge to a wetland or watercourse. This may be an important consideration when septic system leaching fields or storm water infiltration trenches are proposed adjacent to wetlands or watercourses.

For more information on highly erodible soils, refer to *Highly Erodible Soil Map Units of Connecticut*, USDA-NRCS (1986). For more information on soil permeability characteristics, contact your local USDA-Natural Resource Conservation Service Center (call 860-487-4011 for the center near you). Information on ground-water as it relates to sewage treatment can be found in *Seepage and Pollutant Renovation* (DEP Bulletin # 7) and *Carrying Capacity of Public Water Supply Watersheds* (DEP Bulletin # 11).

Except when soils are used to define wetlands, regulation of development based on soil characteristics is largely a responsibility of the town sanitarian and the planning and zoning commission(s).¹⁴ However, where highly erodible soils are located adjacent to wetlands and watercourses, erosion and sedimentation control is especially critical and should also be addressed by the wetland agency.

Upland review area boundaries based on soil characteristics should be depicted as such on the official inland wetlands and watercourses map for the subject town.

* Floodplain Limits

The landward boundary of a mapped floodplain, such as delineated by the 100-year flood mapped by the National Flood Insurance Program, has been determined using a theoretical design flood on the subject watercourse. Mapped flood limits have no direct relation to the location of wetlands or smaller watercourses on the floodplain. Also, the floodplain boundaries for most small watercourses have not been mapped. For these reasons, flood insurance floodplain maps may not reflect a reasonable boundary of the upland review area.

*Urban Areas and Existing Development

Existing development of the area surrounding wetlands and watercourses has, more likely than not, already had an impact on the upland area's ability to protect those resources. Degraded conditions should not be used to justify further degradation. The wetlands or watercourses themselves may have been filled or modified for storm water or flood control. For these reasons any remaining fringe of undisturbed area between the wetland or watercourse and existing upland development may be all that there is to buffer adjacent water resources from further degradation from new development. In such urban areas, particular attention should be given to how storm water discharges are managed so as to minimize the opportunity for pollution and alteration of wetland or watercourse habitats.

New development in urban areas that contain degraded wetlands or watercourses, may provide an opportunity to improve these degraded resources while mitigating the impact of the new development. This can be accomplished by habitat restoration or enhancement or by using storm water management system retrofits that are designed to improve the quality of the storm water discharge.

Endnotes

1. This document was prepared in response to inquiries from municipal wetland commissioners, the Rivers Advisory Committee, the regulated community and other interested persons for guidance on implementing setback and buffer provisions in municipal regulations adopted under Connecticut's Inland Wetlands and Watercourses Act. Section 22a-42d of the General Statutes directs the department to provide guidance for the implementation of Section 22a-42a(f) of the General Statutes.
2. Over 80% of Connecticut's municipal wetlands agencies have regulations governing regulated activities in areas surrounding wetlands or watercourses.
3. Section 22a-42a(c)(2) of the General Statutes provides that a wetlands agency may delegate approval authority for non-significant activities proposed in upland review areas to its agent provided such agent has had DEP training.
4. Section 22a-42a(f) provides that the wetlands agency has jurisdiction over those activities proposed in the upland review area which are "... likely to impact or affect wetlands or watercourses." In documenting the necessity for regulating specific activities conducted in upland review areas, it is not sufficient to merely assert that the activity "may" impact or affect wetlands or watercourses.
5. Contact DEP for a copy of *Inland Wetlands and Watercourses Model Regulations*. DEP's *Model Regulations* provide a comprehensive guide for implementing the Inland Wetlands and Watercourses Act through municipal wetland agency regulations. *Model Regulations* is updated as needed to reflect current legislation.
6. "Ordinary high water mark" means a mark on the land caused by the presence and action of water, which presence and action is so common and usual and so long continued in all ordinary years so as to mark upon the land a distinction between the abutting upland and the watercourse. Such mark may be found by examining the bed and bank of any watercourse and ascertaining thereon an abrupt change in the characteristics of soil or vegetation or slope of the land. This term should be defined in municipal wetlands regulations.
7. Percent slope is most simply determined by dividing the difference in elevation between two points by the distance between the points (i.e., rise/run) and multiplying the result by 100. If a slope factor is used in regulations, the regulations must provide guidance as to how the slope should be measured in the field e.g., on shortest straight line transect from any wetland or watercourse boundary to the highest up gradient point on the land to be developed; number and location of transects; and, in recognition that

the actual slope of the land is not uniform, methods for averaging of slope over a site.

8. In implementing upland review area regulations, the wetlands agency must be cognizant of the “uses as of right” provisions of section 22a-40 of the General Statutes. Under section 22a-40, certain activities are uses of wetland and watercourses as of right or as a nonregulated use. Such uses are not regulated and do not require a permit from the wetland agency. For example, subdivision (4) of section 22a-40(a) prescribes that certain “... uses incidental to the enjoyment and maintenance of residential property ...” are permitted as of right: “[s]uch uses shall include maintenance of existing structures and landscaping but shall not include removal or deposition of significant amounts of material from or onto a wetland or watercourse or diversion or alteration of a watercourse.” Other uses permitted as of right include certain agricultural and forestry uses, boat anchorage and mooring, certain water company activities and maintenance of drainage pipes which pre-date the regulations. Nonregulated uses include a number of conservation and recreational activities. Persons proposing such uses should seek confirmation from the municipal wetlands agency that their proposed project does not require a permit.

9. DEP has not adopted an upland review area provision for state agency actions because, unlike municipal wetland agencies which have only one opportunity to review a project, DEP has a number of opportunities during both planning and permitting of state agency projects. DEP reviews state agency projects under the Environmental Policy Act (Findings of No Significant Impact, Environmental Impact Statements) and several permit programs under Title 22a and 25 of the General Statutes. As partners in state government, state agencies generally act cooperatively to address environmental issues. Utilizing its technical resources, the State strives to apply site specific best management practices during the different planing and regulatory reviews.

10. Depending on the wetland agency, upland review area widths range from 25 feet up to 650 feet from wetland or watercourse boundaries.

11. Section 22a-41 of the Inland Wetlands and Watercourses Act established the criteria for decision on permit applications as follows: In carrying out the purposes and policies of sections 22a-36 to 22a-45, inclusive, of the Connecticut General Statutes, including matters relating to regulating, licensing and enforcing of the provisions thereof, the Agency shall take into consideration all relevant facts and circumstances, including but not limited to:

- a. the environmental impact of the proposed regulated activity on wetlands or watercourses;
- b. the applicant’s purpose for, and any feasible and prudent alternatives to, the proposed regulated activity which alternatives would cause less or no environmental impact to wetlands or watercourses;
- c. the relationship between the short term and long term impacts of the proposed regulated activity on wetlands or watercourses and the maintenance and enhancement of long-term productivity of such wetlands or watercourses;
- d. irreversible and irretrievable loss of wetland or watercourse resources which would be caused by the proposed regulated activity, including the extent to which such activity would foreclose a future ability to protect, enhance or restore such resources, and any mitigation measures which may be considered as a condition of issuing a permit for such

activity including, but not limited to, measures to (1) prevent or minimize pollution or other environmental damage, (2) maintain or enhance existing environmental quality, or (3) in the following order of priority: restore, enhance and create productive wetland or watercourse resources;

- e. the character and degree of injury to, or interference with, safety, health or the reasonable use of property which is caused or threatened by the proposed regulated activity; and
- f. impacts of the proposed regulated activity on wetlands or watercourses outside the area for which the activity is proposed and future activities associated with or reasonably related to, the proposed regulated activity which are made inevitable by the proposed regulated activity and which may have an impact on wetlands or watercourses.

Additionally, if the wetlands agency holds a hearing because it found that the subject activity may have a significant impact, the wetlands agency may not grant the permit unless it finds that the activity is acceptable under the criteria listed above and that there is no less environmentally damaging feasible and prudent alternative.

12. Under Section 22a-42a(b) of the General Statutes, the wetlands agency must provide the DEP with a copy of notice of its hearing on proposed regulations and a copy of the proposed regulations no less than 35 days prior to the hearing thereon. DEP must review and approve all proposed wetland agency regulations except proposed map revisions.

13. The methodology described in DEP Bulletin #9 is a resource planning tool intended to be used for town-wide or watershed-wide assessments of wetland resources and is not designed to be used by applicants or wetlands agencies to evaluate the significance of the impact of activities proposed in permit applications.

14. Section 22a-329 of the General Statutes provides that regulations adopted by a municipality pursuant to CGS Secs. 8-2 and 8-25 shall require that proper provisions be made for soil erosion and sediment control.

Agency Mission

The mission of the Department of Environmental Protection (DEP) is to conserve, improve and protect the natural resources and environment of the State of Connecticut and to do this in a way that encourages the social and economic development of Connecticut while preserving the natural environment and the life forms its supports in a delicate, interrelated and complex balance, to the end that the state may fulfill its responsibility as trustee of the environment for present and future generations. The DEP achieves its mission through regulation, inspection, enforcement and licensing procedures which help control air, land and water pollution in order to protect health, safety and welfare. The Department also improves and coordinates the state's environmental plans, functions and educational programs in cooperation with the federal, regional and local governments, other public and private organizations and concerned individuals, while managing and protecting the flora and fauna for compatible uses by the citizens of the state.

PROPERTY TAX COMPARABLE HOMES

THIRD GARDEN PARK LP

29 KNAPP ST
STAMFORD, CT 06907

Current Balance Due:

Current Bill Total: \$0.00
 Tax Due: \$0.00
 Interest Due: \$0.00
 Fee Due: \$0.00
 Bond: \$0.00
 Lien: \$0.00
 Total Due: \$0.00

Current Bill Information as of 04-19-2024:

List #	Year	Description	Type
22R164760	2022	2 ROCKLEDGE CT	REAL ESTATE

Gross	Exemption	Net	Elderly Benefit	Town Benefit
86240	0	86240	0.00	0.00

7/1/2023 : 1490.23
 1/1/2024 : 1490.23
 Installments Total: 2980.46
 Total Paid: 2980.46

Payment History:

List #	Principal	Interest	Lien	Penalty	Total	Date Paid
22R164760	\$1490.23	\$0.00	\$0.00	\$0.00	\$1490.23	1/29/2024
22R164760	\$1490.23	\$0.00	\$0.00	\$0.00	\$1490.23	7/26/2023



Town of Ledyard Property Summary Report

2 ROCKLEDGE CT

PARCEL ID:	101-770-10-60
LOCATION:	2 ROCKLEDGE CT
OWNER NAME:	THIRD GARDEN PARK LP



OWNER OF RECORD
THIRD GARDEN PARK LP
29 KNAPP ST
STAMFORD, CT 06907

27'

60'

LIVING AREA:	1620	ZONING:	RM40	ACREAGE:	0.00
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SALES HISTORY

OWNER	BOOK / PAGE	SALE DATE	SALE PRICE
THIRD GARDEN PARK LP	492/ 113	14-Dec-2011	\$0.00
GARDEN HOMES PROFIT SHARING TRUST LP	467/ 234	08-Jul-2009	\$0.00
GFI LEDYARD LLC	385/ 95	28-Jun-2004	\$0.00

CURRENT ASSESSED VALUE

TOTAL:	\$86,240.00	IMPROVEMENTS:	\$86,240.00	LAND:	\$0.00
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ASSESSING HISTORY

FISCAL YEAR	TOTAL VALUE	IMPROVEMENT VALUE	LAND VALUE
2022	\$86,240.00	\$86,240.00	\$0.00
2021	\$86,240.00	\$86,240.00	\$0.00
2020	\$86,240.00	\$86,240.00	\$0.00
2019	\$69,440.00	\$69,440.00	\$0.00
2018	\$69,440.00	\$69,440.00	\$0.00

$27' \times 60' = 1620 \text{ sqft}$ TAXES \$ 2980.⁴⁶
 $\$ 2980.^{46} \div 1620 \text{ sqft} = 1.84 \text{ sqft}}$ / sq ft

THIRD GARDEN PARK LP

29 KNAPP ST
STAMFORD, CT 06907

Current Balance Due:

Current Bill Total: \$0.00
 Tax Due: \$0.00
 Interest Due: \$0.00
 Fee Due: \$0.00
 Bond: \$0.00
 Lien: \$0.00
 Total Due: \$0.00

Current Bill Information as of 04-18-2024:

List #	Year	Description	Type	
22R164762	2022	4 ROCKLEDGE CT	REAL ESTATE	
Gross	Exemption	Net	Elderly Benefit	Town Benefit
86240	0	86240	0.00	0.00

7/1/2023 : 1490.23
 1/1/2024 : 1490.23
 Installments Total: 2980.46
 Total Paid: 2980.46

Payment History:

List #	Principal	Interest	Lien	Penalty	Total	Date Paid
22R164762	\$1490.23	\$0.00	\$0.00	\$0.00	\$1490.23	1/29/2024
22R164762	\$1490.23	\$0.00	\$0.00	\$0.00	\$1490.23	7/26/2023



Town of Ledyard Property Summary Report

4 ROCKLEDGE CT

PARCEL ID:	101-770-10-62
LOCATION:	4 ROCKLEDGE CT
OWNER NAME:	THIRD GARDEN PARK LP



OWNER OF RECORD
THIRD GARDEN PARK LP
29 KNAPP ST
STAMFORD, CT 06907

60'
27'

LIVING AREA:	1620	ZONING:	RM40	ACREAGE:	0.00
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SALES HISTORY

OWNER	BOOK / PAGE	SALE DATE	SALE PRICE
THIRD GARDEN PARK LP	492/ 113	14-Dec-2011	\$0.00
GARDEN HOMES PROFIT SHARING TRUST LP	467/ 234	08-Jul-2009	\$0.00
GFI LEDYARD LLC	385/ 95	28-Jun-2004	\$0.00

CURRENT ASSESSED VALUE

TOTAL:	\$86,240.00	IMPROVEMENTS:	\$86,240.00	LAND:	\$0.00
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ASSESSING HISTORY

FISCAL YEAR	TOTAL VALUE	IMPROVEMENT VALUE	LAND VALUE
2022	\$86,240.00	\$86,240.00	\$0.00
2021	\$86,240.00	\$86,240.00	\$0.00
2020	\$86,240.00	\$86,240.00	\$0.00
2019	\$69,440.00	\$69,440.00	\$0.00
2018	\$69,440.00	\$69,440.00	\$0.00

27' x 60' = 1620 sqft TAXES \$2980⁴⁶
 $\$2980^{46} \div 1620 \text{ sqft} = \1.84 per sqft

THIRD GARDEN PARK LP

29 KNAPP ST
STAMFORD, CT 06907

Current Bill Information as of 04-19-2024:

List #	Year	Description	Type	
22R164764	2022	6 ROCKLEDGE CT	REAL ESTATE	
Gross	Exemption	Net	Elderly Benefit	Town Benefit
86240	0	86240	0.00	0.00

7/1/2023 : 1490.23
 1/1/2024 : 1490.23
 Installments Total: 2980.46
 Total Paid: 2980.46

Current Balance Due:

Current Bill Total: \$0.00
 Tax Due: \$0.00
 Interest Due: \$0.00
 Fee Due: \$0.00
 Bond: \$0.00
 Lien: \$0.00
 Total Due: \$0.00

Payment History:

List #	Principal	Interest	Lien	Penalty	Total	Date Paid
22R164764	\$1490.23	\$0.00	\$0.00	\$0.00	\$1490.23	1/29/2024
22R164764	\$1490.23	\$0.00	\$0.00	\$0.00	\$1490.23	7/26/2023



Town of Ledyard Property Summary Report

6 ROCKLEDGE CT

PARCEL ID:	101-770-10-64
LOCATION:	6 ROCKLEDGE CT
OWNER NAME:	THIRD GARDEN PARK LP



OWNER OF RECORD
THIRD GARDEN PARK LP
29 KNAPP ST
STAMFORD, CT 06907

27'

60'

LIVING AREA:	1620	ZONING:	RM40	ACREAGE:	0.00
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SALES HISTORY			
OWNER	BOOK / PAGE	SALE DATE	SALE PRICE
THIRD GARDEN PARK LP	492/ 113	14-Dec-2011	\$0.00
GARDEN HOMES PROFIT SHARING TRUST LP	467/ 234	08-Jul-2009	\$0.00
GFI LEDYARD LLC	385/ 95	28-Jun-2004	\$0.00

CURRENT ASSESSED VALUE					
TOTAL:	\$86,240.00	IMPROVEMENTS:	\$86,240.00	LAND:	\$0.00

ASSESSING HISTORY			
FISCAL YEAR	TOTAL VALUE	IMPROVEMENT VALUE	LAND VALUE
2022	\$86,240.00	\$86,240.00	\$0.00
2021	\$86,240.00	\$86,240.00	\$0.00
2020	\$86,240.00	\$86,240.00	\$0.00
2019	\$69,440.00	\$69,440.00	\$0.00
2018	\$69,440.00	\$69,440.00	\$0.00

27' x 60' = 1620 sqft TAXES \$2980⁴⁶
 $\$2980.46 \div 1620 \text{ sq ft} = \1.84 PER sq ft

DECOSTA CYNTHIA W

944-01 LONG COVE RD
GALES FERRY, CT 06335

Current Balance Due:

Current Bill Total: \$0.00
 Tax Due: \$0.00
 Interest Due: \$0.00
 Fee Due: \$0.00
 Bond: \$0.00
 Lien: \$0.00
 Total Due: \$0.00

Current Bill Information as of 04-19-2024:

List #	Year	Description	Type	
22R164277	2022	944-01 LONG COVE RD	REAL ESTATE	
Gross	Exemption	Net	Elderly Benefit	Town Benefit
33110	0	33110	150.00	150.00

7/1/2023 : 422.14
 1/1/2024 : 422.14
 Installments Total: 844.28
 Total Paid: 844.28

Payment History:

List #	Principal	Interest	Lien	Penalty	Total	Date Paid
22R164277	\$422.14	\$0.00	\$0.00	\$0.00	\$422.14	1/26/2024
22R164277	\$422.14	\$0.00	\$0.00	\$0.00	\$422.14	7/31/2023



Town of Ledyard Property Summary Report

944-01 LONG COVE RD

PARCEL ID:	107-1340-944-1
LOCATION:	944-01 LONG COVE RD
OWNER NAME:	DECOSTA CYNTHIA W



OWNER OF RECORD
DECOSTA CYNTHIA W
944-01 LONG COVE RD
GALES FERRY CT 06335

LIVING AREA:	980	ZONING:	R40	ACREAGE:	0.00
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SALES HISTORY

OWNER	BOOK / PAGE	SALE DATE	SALE PRICE
DECOSTA CYNTHIA W	562/ 737	11-Jan-2018	\$46,000.00
INMAN MAUREEN C	483/ 784	06-Jan-2011	\$85,250.00
WACO LLC	0	01-Jan-2010	\$0.00
OBRISKIE BEVERLY	277/ 494	20-Mar-1998	\$15,700.00

CURRENT ASSESSED VALUE

TOTAL:	\$33,110.00	IMPROVEMENTS:	\$33,110.00	LAND:	\$0.00
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ASSESSING HISTORY

FISCAL YEAR	TOTAL VALUE	IMPROVEMENT VALUE	LAND VALUE
2022	\$33,110.00	\$33,110.00	\$0.00
2021	\$33,110.00	\$33,110.00	\$0.00
2020	\$33,110.00	\$33,110.00	\$0.00
2019	\$31,780.00	\$31,780.00	\$0.00
2018	\$31,780.00	\$31,780.00	\$0.00

LOPEZ JOSE A
N/O MEEKS KAREN
 944-03 LONG COVE RD
 GALES FERRY, CT 06335

Current Balance Due:

Current Bill Total: \$0.00
 Tax Due: \$0.00
 Interest Due: \$0.00
 Fee Due: \$0.00
 Bond: \$0.00
 Lien: \$0.00
 Total Due: \$0.00

Current Bill Information as of 04-19-2024:

List #	Year	Description	Type	
22R163198	2022	944-03 LONG COVE RD	REAL ESTATE	
Gross	Exemption	Net	Elderly Benefit	Town Benefit
34790	0	34790	0.00	0.00

7/1/2023 : 601.17
 1/1/2024 : 601.17
 Installments Total: 1202.34
 Total Paid: 1202.34

Payment History:

List #	Principal	Interest	Lien	Penalty	Total	Date Paid
22R163198	\$601.17	\$18.04	\$0.00	\$0.00	\$619.21	2/20/2024
22R163198	\$601.17	\$0.00	\$0.00	\$0.00	\$601.17	7/10/2023



Town of Ledyard Property Summary Report

944-03 LONG COVE RD

PARCEL ID:	107-1340-944-3
LOCATION:	944-03 LONG COVE RD
OWNER NAME:	MEEKS KAREN



OWNER OF RECORD
MEEKS KAREN
944-03 LONG COVE RD
GALES FERRY, CT 06335

LIVING AREA:	980	ZONING:	R40	ACREAGE:	0.00
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SALES HISTORY

OWNER	BOOK / PAGE	SALE DATE	SALE PRICE
LOPEZ JOSE A + PEGGY A	447/ 370	28-Sep-2007	\$84,500.00
WACO LLC	395/ 265	22-Dec-2004	\$0.00
WARNOCK DOUGLAS B SR	308/ 261	16-Jan-2001	\$15,000.00
PROSSER HARRY + LIS ANN M	298/ 1	27-Apr-2000	\$0.00
PROSSER HARRY	276/ 525	02-Feb-1998	\$0.00
NEW HAVEN SAVINGS BANK	266/ 53	21-Jan-1997	\$0.00
MILLER LORRAINE A	00205/0534	03-Dec-1990	\$0.00
REYNOLDS LORRAINE	00186/0559	17-Nov-1988	\$0.00

CURRENT ASSESSED VALUE

TOTAL:	\$34,790.00	IMPROVEMENTS:	\$34,790.00	LAND:	\$0.00
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ASSESSING HISTORY

FISCAL YEAR	TOTAL VALUE	IMPROVEMENT VALUE	LAND VALUE
2022	\$34,790.00	\$34,790.00	\$0.00
2021	\$36,260.00	\$36,260.00	\$0.00
2020	\$36,260.00	\$36,260.00	\$0.00
2019	\$34,860.00	\$34,860.00	\$0.00
2018	\$34,860.00	\$34,860.00	\$0.00

Utility Bills for Comparable Mobile Homes in Ledyard

Please make checks payable to: Ledyard WPCA. Please return this portion of statement with your payment

Service Address: 8 SLEEPY HOLLOW PENTWAY

Property Owner: MARK & DONNA COEN

Account Number: SHP008-1

Description	Charges	Payments/Credits	Balance
Previous Water and Sewer Invoice			30.78
Payments			
Balance Forward			0.00
Current Water Charges:			
Total Gallons 2002	30.78		
		Total Due:	30.78

#36.78 Paid #9484 2/7/2023

Current Reading Date: 01/20/2023 45292.

Previous Reading Date: 12/21/2022 43290.

Call Customer Service today and sign up for AutoPay

Please make checks payable to: Ledyard WPCA. Please return this portion of statement with your payment

Service Address: 8 SLEEPY HOLLOW PENTWAY

Property Owner: MARK & DONNA COEN

Account Number: SHP008-1

*Paid # 3078
3/11/2023
119573*

Description	Charges	Payments/Credits	Balance
Previous Water and Sewer Invoice			30.78
Payments		-30.78	0.00
Balance Forward			0.00
Current Water Charges:			
Total Gallons 2138	30.78		
		Total Due:	30.78

Current Reading Date: 02/21/2023 47430

Previous Reading Date: 01/20/2023 45292

Call Customer Service today and sign up for AutoPay

Please make checks payable to: Ledyard WPCA. Please return this portion of statement with your payment

Service Address: 8 SLEEPY HOLLOW PENTWAY
 Property Owner: MARK & DONNA COEN
 Account Number: SHP008-1

Description	Charges	Payments/Credits	Balance
Previous Water and Sewer Invoice			30.78
Payments		-30.78	0.00
Balance Forward			0.00
Current Water Charges:			
Total Gallons 1476	30.78		
		Total Due:	30.78

#9539 Paid H 30.78 3/31/2023

Current Reading Date: 03/21/2023 48906.
 Previous Reading Date: 02/21/2023 47430.

Call Customer Service today and sign up for AutoPay

Please make checks payable to: Ledyard WPCA. Please return this portion of statement with your payment

Service Address: 8 SLEEPY HOLLOW PENTWAY

Property Owner: MARK & DONNA COEN

Account Number: SHP008-1

#30⁷⁸
PAID #9584
5/11/2023

<u>Description</u>	<u>Charges</u>	<u>Payments/Credits</u>	<u>Balance</u>
Previous Water and Sewer Invoice			30.78
Payments			0.00
Balance Forward			0.00
Current Water Charges:			
Total Gallons 1854	30.78		
		Total Due:	30.78

Current Reading Date: 04/21/2023 50760
Previous Reading Date: 03/21/2023 48906

Call Customer Service today and sign up for AutoPay

Service Address: 8 SLEEPY HOLLOW PENTWAY
 Property Owner: MARK & DONNA COEN
 Account Number: SHP008-1

#30.78 paid #9609 6/5/2023 WPCA Ledyard

Description	Charges	Payments/Credits	Balance
Previous Water and Sewer Invoice			30.78
Payments		-30.78	0.00
Balance Forward			0.00
Current Water Charges:			
Total Gallons 1770	30.78		
		Total Due:	30.78

Current Reading Date: 05/22/2023 52530
 Previous Reading Date: 04/21/2023 50760.

Access 2022 Annual Water Quality Reports on Ledyard's website at:

<http://ledyardct.org/ledyard-center-2022-water-quality-report>

<http://ledyardct.org/gales-ferry-2022-water-quality-report>

This is important information about your drinking water. Please call (860) 446-4000 to request a paper copy by mail. Please share this report with others at your location who do not receive a bill.

Service Address: 8 SLEEPY HOLLOW PENTWAY

Property Owner: MARK & DONNA COEN

Account Number: SHP008-1

Description	Charges	Payments/Credits	Balance
Previous Water and Sewer Invoice			30.78
Payments		-30.78	0.00
Balance Forward			0.00
Current Water Charges:			
Total Gallons 2038	30.78		
		Total Due:	30.78

#30.78 Paid 7/6/2023 #9645

Current Reading Date: 06/21/2023 54568.

Previous Reading Date: 05/22/2023 52530.

Access 2022 Annual Water Quality Reports on Ledyard's website at:

<http://ledyardct.org/ledyard-center-2022-water-quality-report>

<http://ledyardct.org/gales-ferry-2022-water-quality-report>

This is important information about your drinking water. Please call (860) 446-4000 to request a paper copy by mail. Please share this report with others at your location who do not receive a bill.

Please make checks payable to: Ledyard WPCA. Please return this portion of statement with your payment

Service Address: 8 SLEEPY HOLLOW PENTWAY
Property Owner: MARK & DONNA COEN
Account Number: SHP008-1

*# 30.78 Paid # 9679
8/2/2023 8 SHP*

Description	Charges	Payments/Credits	Balance
Previous Water and Sewer Invoice			30.78
Payments		-30.78	0.00
Balance Forward			0.00
Current Water Charges:			
Total Gallons 2734	30.78		
		Total Due:	30.78

Current Reading Date: 07/21/2023 57302
Previous Reading Date: 06/21/2023 54568.

Sewer Rate Increase effective of July 1, 2023
Visit: <https://ledyardct.org/63/Water-Pollution-Control-Authority-WPCA>

Please make checks payable to: Ledyard WPCA. Please return this portion of statement with your payment

Service Address: 8 SLEEPY HOLLOW PENTWAY

Property Owner: MARK & DONNA COEN

Account Number: SHP008-1

#63.81 Paid #9702
9/5/2023

Description	Charges	Payments/Credits	Balance
Previous Water and Sewer Invoice			30.78
Payments		-30.78	0.00
Balance Forward			0.00
Current Water Charges:			
Total Gallons 6605	63.81		
		Total Due:	63.81

Current Reading Date: 08/21/2023 63907.

Previous Reading Date: 07/21/2023 57302.

Please make checks payable to: Ledyard WPCA. Please return this portion of statement with your payment

Service Address: 8 SLEEPY HOLLOW PENTWAY
 Property Owner: MARK & DONNA COEN
 Account Number: SHP008-1

#9736 Paid \$30.78
 10/7/2023

Description	Charges	Payments/Credits	Balance
Previous Water and Sewer Invoice			63.81
Payments		-63.81	0.00
Balance Forward			0.00
Current Water Charges:			
Total Gallons 2005	30.78		
		Total Due:	30.78

Current Reading Date 09/21/2023 65912
 Previous Reading Date 08/21/2023 63907

Please make checks payable to: Ledyard WPCA. Please return this portion of statement with your payment

Service Address: 8 SLEEPY HOLLOW PENTWAY

Property Owner: MARK & DONNA COEN

Account Number: SHP008-1

30.81 paid # 9771 11/5/2023

Description	Charges	Payments/Credits	Balance
Previous Water and Sewer Invoice			30.78
Payments		-30.78	0.00
Balance Forward			0.00
Current Water Charges:			
Total Gallons 3336	30.81		
		Total Due:	30.81

Current Reading Date: 10/20/2023 69248.
 Previous Reading Date: 09/21/2023 65912

Please make checks payable to: Ledyard WPCA. Please return this portion of statement with your payment

Service Address: 8 SLEEPY HOLLOW PENTWAY

Property Owner: MARK & DONNA COEN

Account Number: SHP008-1

34.62
 Paid #9804
 12/5/2023
 85116

Description	Charges	Payments/Credits	Balance
Previous Water and Sewer Invoice			30.81
Payments		-30.81	0.00
Balance Forward			0.00
Current Water Charges:			
Total Gallons 3713	34.62		
		Total Due:	34.62

Current Reading Date: 11/21/2023 72961

Previous Reading Date: 10/20/2023 69248

Please make checks payable to: Ledyard WPCA. Please return this portion of statement with your payment

Service Address: 8 SLEEPY HOLLOW PENTWAY
Property Owner: MARK & DONNA COEN
Account Number: SHP008-1

33.³⁷
Paid
1/3/2024
9840

Description	Charges	Payments/Credits	Balance
Previous Water and Sewer Invoice			34.62
Payments		-34.62	0.00
Balance Forward			0.00
Current Water Charges:			
Total Gallons 3590	33 37		
		Total Due:	33.37

Current Reading Date: 12/21/2023 76551
Previous Reading Date: 11/21/2023 72961

Service Address: 8 SLEEPY HOLLOW PENTWAY
 Property Owner: MARK & DONNA COEN
 Account Number: SHP008-1

31.39 Paid #9900
 3/5/2024 85HP

Description	Charges	Payments/Credits	Balance
Previous Water and Sewer Invoice			39.24
Payments		-39.24	0.00
Balance Forward			0.00
Current Water Charges:			
Total Gallons 3393	31.39		
		Total Due:	31.39

Current Reading Date: 02/21/2024 84115
 Previous Reading Date 01/22/2024 80722

Service Address: 8 SLEEPY HOLLOW PENTWAY

Property Owner: MARK & DONNA COEN

Account Number: SHP008-1

*# 30.78 Paid # 0925
4/2/2024 4/2/2024*

<u>Description</u>	<u>Charges</u>	<u>Payments/Credits</u>	<u>Balance</u>
Previous Water and Sewer Invoice			31.39
Payments		-31.39	0.00
Balance Forward			0.00
Current Water Charges:			
Total Gallons 2460	30.78		
		Total Due:	30.78

Current Reading Date: 03/21/2024 86575

Previous Reading Date: 02/21/2024 84115

Proposed Ground Lease

PARK LEASE AGREEMENT

Under this Agreement, made in duplicate this the _____ by and between "KINGS HIGHWAY MOBILE HOME PARK", (hereinafter referred to as "the Owner" and, jointly and individually, _____ (hereinafter referred to as "you", "the Resident", or the "Lessee"), the parties agree to the following terms and conditions:

WITNESSTH

(1) **PREMISES:** The Owner agrees to rent to you Lot # __ (hereinafter referred to as the "Premises") located at KINGS HIGHWAY MOBILE HOME PARK, a land lease manufactured home community at 59 Kings Highway, Ledyard, CT 06339. The Premises is approximately 25 feet by 80 feet and contains approximately 2,000 square feet ("home site"). It is understood by the parties that the Lessee has inspected the premises before entering into the agreement and that the Lessee has found everything in order. The Premises shall be used for a manufactured home residence and for no business or other purpose. It is agreed that there are only 4 people who will be residing upon the Premises, (list all Tenants), _____ and that assignment of this lease, renting out, or subletting of the Premises is not permitted. The mobile home includes a shed located within the home site which will be owned and maintained by the homeowner. Certain of the Premises located within the Kings Highway Mobile Home Park are designated as affordable homes and are governed by Affordability Plan on file at Volume _____, Page _____, of the Ledyard Land Records, and for those Premises, attached hereto. The Owner of the designated affordable homes shall comply with all provisions of the Affordability Plan including, but not limited to, restricting the sale of any home to the sales price required by the Affordability Plan, and restricting the occupancy of the affordable home to families whose income is in accordance with the Affordability Plan.

(2) **TERM:** The term of this Lease begins on the ____ day of _____, and ending at noon on the last day of _____ with the right to renew through _____ under the then prevailing park rent structure if in compliance with this Lease.

(3) **RENT, RENT PAYMENT & SECURITY DEPOSIT:** The total rent for the Premises is \$____. You will pay the total rent in monthly installments of \$____ on or before the first day (Due Date) of each month. The first rent payment is due on the first day of _____. Additional rent is due with the rent payment in the amount of \$____ per month for __pet(s) owned by Resident. The postmarked date shall determine the date of rent payment. The rent is to be paid only by check or money order payable to "DONCO LLC" and mailed to PO Box 582, Gales Ferry, CT 06335. Each rent payment shall contain your site address. Rent not paid by the first shall be considered delinquent. Each payment shall be applied first to any late fees, returned check fees, and back due rent, with the balance then applied to the current rent due. Your cancelled check shall constitute written receipt for each rent payment. The Owner's costs in making replacements and repairs required due to your negligence, recklessness, illegal activities, or violations of the terms of this agreement shall be payable by you as additional rent under this Agreement including labor costs at the rate of \$75.00 per hour and materials. You have given us a security deposit of \$0.00. We may keep all or part of your deposit if you do not pay your rent or accrue damages under the terms of this Lease or KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements and Standards, attached hereto as Addendum A and made a part hereof.

(4) **LATE PAYMENT & RETURNED CHECK FEES:** (a) A late payment fee of five percent (5%) \$____ shall be added for rent not paid within nine (9) days of the Due Date. (b) A fee of \$50.00 will be assessed for any check returned unpaid. (c) The Owner is under no obligation to redeposit or return any unpaid check. (d) Any rent, late fee, or returned check fee not paid in full by the 11th day of each month constitutes a cause for eviction proceedings.

(5) **OPTION TO RENEW LEASE:** The Resident shall have an option to renew this Lease for an additional one (1) year under similar terms and conditions as are included herein, with the exception of the rent. The Resident shall give the Owner written notice of the Residents intention to renew this Lease at least sixty (60) days prior to the expiration of this Lease. It is agreed that the Resident, if he holds over and/or continues to occupy the Premises on a month-to-month basis without the benefit of a signed Lease Agreement, will have the same benefits and the same obligations as he would have had if he executed the tendered lease.

(6) **CONTACTS:** The Phone Number of the Manager is 806-608-7181. The address for communications for the Manager is PO Box 582, Gales Ferry, CT 06335. The Resident's address and phone number _____.

requirements of the state building code, the fire safety code, and all applicable state laws and regulations, local ordinances and planning and zoning regulations materially affecting health and safety; (b) re-grade Premises when necessary to prevent the accumulation of stagnant water and to prevent the detrimental effects of moving water; (c) Maintain the ground at such a level that the home will not tilt from its original position; (d) Upon request, keep each home site marked in such a way that each resident will be certain of his area of responsibility (home site); (e) Keep any exterior area of KINGS HIGHWAY MOBILE HOME PARK not the responsibility (home site) of each resident free from any species of weed or plant growth which are noxious or detrimental to the health of the residents; (f) Make all repairs and do whatever is necessary to put and keep the portion of KINGS HIGHWAY MOBILE HOME PARK that is not the responsibility (home site) of each resident in a fit and habitable condition, except where such premises are intentionally rendered unfit or uninhabitable by the resident, a member of his family or other person on the Premises with his consent, in which case such duty shall be the responsibility of the resident; (g) Keep all common areas not the responsibility of the each resident (home site) of KINGS HIGHWAY MOBILE HOME PARK in a clean and safe condition, including the mowing of grass, plowing of snow, maintenance of common walkways, driveways, and recreational areas; (h) Be responsible for the extermination of any insect, rodent, vermin or other pest dangerous to the health of the residents whenever infestation exists in KINGS HIGHWAY MOBILE HOME PARK not the responsibility of the resident or in the area for which the resident is responsible including the home if such infestation is not the fault of the resident and particularly if such infestation existed prior to the occupancy of the resident claiming relief; (i) Maintain homes rented by the Owner in a condition which is structurally sound and capable of withstanding adverse effects of weather conditions; (j) Maintain all electrical, plumbing, or other utilities provided by the Owner in good working condition except during any emergency after which any repair shall be completed within seventy-two hours unless good cause is shown as to why such repair has not been completed; (k) Maintain all water and sewage lines and connections in good working order, and in the event of any emergency, make necessary arrangement for the provision of such service on a temporary basis; (l) Arrange for the removal from waste receptacles of ashes, garbage, rubbish and other waste incidental to the occupancy of the home; (m) Maintain the common access road in good condition, provide adequate space for parking of one car on each lot, and be responsible for damage to any vehicle which is the direct result of any unrepaired or poorly maintained access road within KINGS HIGHWAY MOBILE HOME PARK; (n) Respect the privacy of the resident and if only the home site is rented, agree to enter the home only with the permission of the resident; (o) Allow all residents freedom of choice in the purchase of all services; and (p) Allow a resident to terminate a rental agreement whenever a change in the location of such resident's employment requires a change in the location of his residence.

(11) SPECIAL GUEST RULES: It is also agreed that your guests will not engage in (a) any illegal activities or in (b) any activities that disturb the quiet enjoyment of the other residents. You agree that the Manager, and not the resident, is the sole judge of what constitutes a violation and that the Manager has the right to decide which guests are allowed on KINGS HIGHWAY MOBILE HOME PARK property. It is also agreed that anyone who is in violation of any of these special guest rules will be given one warning to get off the Owner's property and will then be subject to arrest for trespassing on private property.

(12) GROUNDS FOR EVICTION: This Agreement may be terminated for one or more of the following reasons: (a) Nonpayment of rent, utility charges or reasonable incidental service charges or other assessed fees and charges set forth herein, provided that no action for possession shall be maintained if prior to the expiration of a notice to quit the Lessee shall pay or tender all arrearage due, including a late charge of five (5%) of the monthly rent due after a nine (9) day grace period for such rental payment has elapsed; (b) Material noncompliance by the resident with any statute or regulation materially affecting the health and safety of other residents or materially affecting the physical condition of KINGS HIGHWAY MOBILE HOME PARK; (c) Material noncompliance by the resident/lessee with this Lease Agreement or with KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements, and Standards; (d) Failure by the Resident/Lessee to agree to a proposed rent increase; (e) A change in the use of the land on which such manufactured home is located with 365 days' notice to all affected Residents; (f) The Lessee has caused damages to the Premises, excluding reasonable wear and tear, or the Lessee's repeated conduct has disturbed the peace and quiet of other residents in KINGS HIGHWAY MOBILE HOME PARK; *and/or* (g) Serious Nuisance caused by or permitted by the Lessee. Serious Nuisance means (A) inflicting bodily harm upon another resident or the Manager or threatening to inflict such harm with the present ability to effect the harm and under circumstances which would lead a reasonable person to believe that such threat will be carried out; (B) substantial and willful destruction of part of the premises; (C) conduct which presents an immediate and serious danger to the safety of other residents or the Manager, (D) using the premises for prostitution or the illegal sale or illegal use of drugs, or (E) the Resident/Lessee lied on the application.

liability of the Owner and the Manager shall be limited as provided law. (g) All local property taxes on mobile home must be paid in full each year. Delinquent tax status is subject to eviction of mobile home from KINGS HIGHWAY MOBILE HOME PARK.

(21) **OWNERS RIGHT TO PAY MONEY TO EFFECT PERFORMANCE:** If Resident, at any time or from time to time, shall fail to perform any of the covenants, terms and conditions in this Lease contained to be performed on the part of the Resident, the Manager may, after reasonable notice to Resident ("Fourteen (14) Day Notice Of Intent To Charge For Space Maintenance") , without action on Residents part, perform the same on the account of Resident, and in any such event, any monies paid by the Owner for such purpose shall be deemed to be an additional rent charge due hereunder and shall be payable as additional rent within 7 days to the Owner upon rendition of an invoice therefore. In an emergency, the Manager, or his Agent, expressly retains the option to perform the necessary repairs by the appropriate licensed contractor, and the Resident shall pay the amount due within 7 days of receipt of invoice.

(22) **PETS:** The Resident has _cats/ dogs weighing a total of about _pounds and agrees to fully comply with the "Pet" provisions of the KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements, and Standards".

(23) **OIL TANKS, OIL LINES, & OIL LEAKAGE:** If the Resident uses fuel oil or kerosene, the Resident agrees that (a) Each exterior fuel oil tank and oil lines may be inspected by the Manager or his agent during any "4-sided inspection" and by any licensed oil delivery or heating system service company; (b) If there is any leakage, oil odors, or dangerous deterioration of the oil storage tank or fuel lines, the repairs, tank replacement, and the cleanup will be performed immediately, with all costs paid for by the Resident; (c) The Manager and/or his Agent reserve the right to have the necessary site cleanup and repairs performed, and/or the fuel tank removed, with all costs billed to the resident as additional rent.; and (d) The resident is solely responsible for any damage caused by oil contamination, for any reason, that occurs on his site.

(24) **RESIDENT'S OBLIGATIONS FOR EXTERIOR MAINTENANCE & REPAIRS:** (a) The Resident shall keep his home in compliance with the "Standards" specified in KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements, and Standards and (b) The Resident shall keep his home and all fixtures, piping equipment and apparatus, including the setting of glass and windows, the roof and protective exterior coating or siding, and the skirting and anchoring system in good order and repair.

(25) **GUEST PARKING:** Guests shall not park in the common access roadway, but shall park in the Resident's parking area on the Premises.

(26) **VEHICLES:** The Resident agrees that all vehicles of the Resident shall be safe and operable, with no flat tires, broken or cracked windows, missing lights, missing or rust perforated surfaces, and shall have valid, current license plates, safety inspection & air pollution stickers, and current insurance.

(27) **MISCELLANEOUS:** (a) Resident will not build improvements or additions on the Premises or put a different home on the Premises unless the Manager first agrees in writing; (b) Resident agrees to not allow the land or improvements to become subject to any mechanics', laborers', or materialmen's' liens; (c) The Owner and the Manager shall not be responsible for any damage caused by Residents noncompliance with this KINGS HIGHWAY MOBILE HOME PARK Lease Agreement" and/ or the "KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements, and Standards"; (d) All back due rent, property taxes, sales taxes, returned check fees, other fees, and late fees, if any, constitute a lien on your home and must be paid in full before your home can be sold to a prospective new resident of KINGS HIGHWAY MOBILE HOME PARK, or before your home can be removed from the Premises; (e) The Lessee will obtain a signed, approved, and stamped "Removal Permit" from the Ledyard Town Hall and provide a copy to the Manager prior to removing his home from the Premises; (f) Upon vacating, Resident will return the Premises (site) to the Manager in a clean and environmentally sound condition; (g) The Manager shall have the right to store any property left on or about the site after the Resident vacates the Premises. If the stored property is not claimed within 30 days and reasonable storage fees are not paid, then the title to such property shall vest in the Owner and the Manager may dispose of the property to pay any outstanding fees, including by not limited to storage, administrative, accounts receivable and/or legal fees; and (h) This Lease shall supersede any prior written or oral Agreement between the parties.

Addendum A –KINGS HIGHWAY MOBILE HOME PARK RULES AND REGULATIONS, ENTRY REQUIREMENTS, AND STANDARDS (MARCH 2023)

1. **INTRODUCTION AND PURPOSE:** KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements, and Standards establish fair and uniform policies to help provide for the safety of all residents, to help maintain the community as a wholesome, clean, and enjoyable place to live, to help maintain and enhance the overall value of the community and the homes in the community, and to define the privileges and responsibilities that come with being a KINGS HIGHWAY MOBILE HOME PARK resident.
2. **APPLICABILITY:** Residency at KINGS HIGHWAY MOBILE HOME PARK is subject to compliance with the lawful terms and conditions of KINGS HIGHWAY MOBILE HOME PARK Standard Lease and these Rules and Regulations, Entry Requirements, and Standards.
3. **LEASES:** These Rules and Regulations, Entry Requirements, and Standards are by reference part of KINGS HIGHWAY PARK Standard Lease. A new lease is offered to each resident upon the anniversary of his initial occupancy or current term, and for all new residents.
4. **HOME SALES PROCEDURES:** Reference Addendum A titled KINGS HIGHWAY MOBILE HOME PARK On-Site Home Sales Procedures”

5. STANDARDS:

(a) It is required that the home has:

- i. protective exterior coating or siding has no rust, peeling paint, faded paint, open seams, loose or missing panels, cracked or torn siding
- ii. roof has no leakage, split, cracked, sagging, or rotting support structure
- iii. windows and doors do not have cracked or missing glass and have full screens, operating window mechanisms, properly fitting doors
- iv. a home anchoring system
- v. skirting, is enclosed and properly maintained with a skirting material that is attractive and in good condition -replacement skirting must be vinyl
- vi. steps and handrails at both exits, must be painted, non-slippery, sturdy, and with handrails at least on one side, stairs must be made from pre-cast concrete or pressure treated wood
- vii. exterior lighting must be over steps
- viii. heating, plumbing, fuel lines & piping, hot water system, flues, heat exchangers, heat tape, and electrical systems
- ix. fuel tanks do not have leakage, fuel odor, or rust; tank must be nicely painted and on solid safe footings
- x. flooring and decking do not have soft or rotting floor structures, no falling insulation under home
- xi. home site landscaping (proper mowing, grass seeding, planting, yard care, decorating, weeding, etc.)
- xii. electrical supply line between the KINGS HIGHWAY MOBILE HOME PARK junction box and home
- xiii. the water supply line between KINGS HIGHWAY MOBILE HOME PARK system and home, and it is heat tape or heat wire
- xiv. carpeting, paneling, cabinetry, vinyl flooring
- xv. smoke detector and fire extinguisher
- xvi. parking area
- xvii. accessory buildings (sheds, storage, carports, porches, sun decks, etc.) be in good, safe, condition and approved in writing by the Licensee.

(b) Plywood, tinfoil, paper, and torn or stained shades and curtains, and boxes are not permitted in the windows. Portable air conditioners are not to be installed on the street side or front door side of home. Aluminum wiring is not permitted unless each outlet, switch, fuse panel, and light fixture connected via a special copper to aluminum connectors that complies with the National Electric Code.

(c) It is required and agreed that each resident (i) install, test weekly, and maintain an operational smoke detector and LPG detector; (ii) install, maintain, and inspect weekly a fire extinguisher; and (iii) inspect and

the night.

- b) Relatives are welcome and are not subject to these guest regulations, with the exception of the bed space limitation, provided the intent is to provide housing to the relative and there is no subletting of the home site.
 - c) Guests are welcome provided that:
 - a. no individual "guest" extends his stay more than 14 continuous days and/or 30 total days per year unless permission is granted by the Licensee or his agent
 - b. your guest is with you, in person, at least once per day
 - c. there is no subletting of the home site.
 - d) Visitors are welcome with your permission provided you are in the home while they are visiting. (The purpose of this rule is to prohibit the "loaning" of your home to your friends, friends of friends, neighbors, associates, acquaintances of friends, and others who, in your absence, may not know who the manager is or how to contact the manager, or who may not be familiar with or who be unwilling to comply with KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements, and Standards, or the terms of KINGS HIGHWAY MOBILE HOME PARK Standard Lease.)
 - e) Relatives and Guests, plus the resident(s), are limited to the total number of bed spaces. It is recommended that Residents notify the Licensee if there will be an extended term guest, frequent visitor, or relative staying at KINGS HIGHWAY MOBILE HOME PARK.
8. **SOLICITING AND CANVASSING:** KINGS HIGHWAY MOBILE HOME PARK is private property, and peddling, soliciting, and distribution of hand bills or circulars is not permitted. Each resident will notify the Licensee immediately in the event anyone attempts to peddle, solicit, or distribute hand bills or circulars on his home site. However, any Resident of KINGS HIGHWAY MOBILE HOME PARK may canvass other KINGS HIGHWAY MOBILE HOME PARK residents at reasonable times and in a reasonable manner provided other the residents do not object to such canvassing.
9. **SECURITY:** It is the resident's responsibility, and not the Licensee's, to provide for personal security needs and to call for police or fire protection. In an emergency, call the police or fire department first, and then notify the Licensee or his agent.
10. **POWER LOSS:** The Resident shall immediately notify or leave a message for the Licensee or his designee if power is off for more than 20 minutes or whenever water pressure is substantially reduced.
11. **SUBLETTING OF HOME SITES:** Assignment, Renting out, or Subletting, of KINGS HIGHWAY MOBILE HOME PARK home sites is not permitted. The right to occupy a home site at KINGS HIGHWAY MOBILE HOME PARK is not transferable except as provided in the event of an on-site resale of a home.
12. **SITE IMPROVEMENTS:** Previously constructed utility buildings may remain provided they are maintained in excellent condition. No new or additional utility buildings, storage sheds, boxes, canopies, decks, or other structures are permitted on your home site without the written permission of the Licensee. The resident is solely responsible for compliance with requirements for the issuance of permits, building official inspection, and building official approval, and all other applicable laws and local regulations. All new structures must comply with the following requirements:
- (a) Home Improvements: The concept of "mobility" must be retained. Any change to a home that reduces its mobility is not permitted. Examples include:
 - i. removal of axles,
 - ii. installation of a pitched roof on a home originally with a flat or curved roof (because the added weight may not be safely held and transported by the frame and the original axles and wheels),
 - iii. installation of wood Siding (because of excess weight and loss of mobility) and it does not comply with park standards), and
 - iv. installation of sliding glass doors or removal of part of the exterior of the home to provide a larger access (because the required structural modifications may destroy a home's ability to

(a) Except as provided in the lease and elsewhere in these Rules and Regulations, all maintenance, repair, and improvement of the home site is the Resident's responsibility. Beautification of each home site is encouraged. Each Resident will:

- i. keep the home site neat and clean on all four sides of the home;
- ii. the grass always mowed below 5'1;
- iii. keep the leaves raked and removed;
- iv. keep the site free of weeds, noxious plant growth, debris, fallen trees, tree branches, vermin, and rodents;
- v. keep hoses and yard care tools stored in such a manner that they are not normally seen from the road;
- vi. store children's toys in such a manner they are not visible from the road;
- vii. protect and maintain home site shrubbery;
- viii. separate garbage as required;
- ix. use plastic biodegradable garbage bags;
- x. not permit debris to accumulate around the home sites;
- xi. properly use available refuse service;
- xii. notify the Licensee prior to digging to be certain that there are no buried utilities;
- xiii. maintain and repair on-site parking and drive areas as required; and
- xiv. maintain the home such that it always complies with the Park Standards.

(b) Upon notification, the Licensee or his agent will keep all exterior areas (common areas) not the responsibility of the resident free from any species of weed or plant growth which is noxious or detrimental to the health of the residents.

(c) Vegetable gardens and flower gardens are acceptable provided they are: (i) legal; (ii) for personal use only; (iii) well maintained and properly weeded; (iv) located in the rear of the home site, preferably behind the home and not in view from the roadway; (v) covering less than 10% of the area of the home site; and (v) watered only by rainwater (do not use community or city water).

(d) Snow plowing and sanding of the home site drive and home site parking areas are the resident's responsibility.

(e) Clotheslines are not to be visible from the roadway in front of the homes and are to be the rotary umbrella type only. If the clothesline must be visible from the roadway, it must be located as far back as possible.

14. FENCES:

Chain link fencing and solid privacy fencing are not permitted. However, solid privacy fencing is acceptable if it is located adjacent to an electric panel service distribution panel and its purpose is only to screen from view the panel from the roadway, the home, or other residents will be maintained by the resident, and the design and size are approved by the Licensee or his agent. Existing picket fences can remain as long as they are properly repaired and maintained. New fences shall be of a rustic and decorative nature, split rail or open space picket, not exceeding 30 inches in height, and made of pressure treated lumber. Each open space between pickets must be at least 2" or the width of the pickets, whichever is greater. Steel, plastic, wire, wire mesh, and vinyl fencing are not permitted. Each resident will notify the Licensee prior to digging to be certain that there are no underground utilities.

15. TREES:

Each resident is responsible for normal home site maintenance, including proper care of the trees on his home site.

(a) The Licensee, or his Agent, will cut and remove any standing dead or seriously sick or dying trees or large branches upon a home site, common area, or neighbor's home site that may reasonably be expected to cause significant damage to a home if it should fall. In the event that there is a difference of opinion, a licensed and insured tree surgeon of the residents' choice can make the determination of "dead or seriously sick" and which may reasonably be expected to cause "Significant damage" to a home should the (dead) tree or branch fall

(b) The Licensee, or his Agent, will remove the larger heavy branches and fallen trees from each site upon request.

(c) In the event of a major windstorm, hurricane, or tornado, each resident is responsible for clearing the debris from his home site and stacking it on the edge of the road. The Licensee, or his Agent, will make the arrangements for

(d) Each resident will notify the Licensee if there is any water leakage in KINGS HIGHWAY MOBILE HOME PARK water distribution system or in his home.

18. ACCESS & FOUR-SIDED INSPECTIONS:

(a) The Licensee reserves the right to enter upon a home site, after giving reasonable notice and waiting a reasonable period of time, to: (i) perform a "four sided" inspection of each home and home site to determine compliance with these Rules & Regulations; (ii) dismantle and/or remove any non-compliant and/or improperly maintained or unsafe structure, enclosure, canopy, awning, fence, rubbish, materials, junk or unregistered vehicles, bottles, and/or debris; (iii) to enforce the terms of the KINGS HIGHWAY MOBILE HOME PARK Standard Lease and/or the provisions of KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements, and Standards; (iv) to comply with a lawful governmental directive.

(b) In an emergency, the Licensee or his designee can enter upon a home site to help prevent imminent danger to the occupant or the home or the home site (advance notice not required).

(c) Any costs incurred by the Licensee to achieve compliance with KINGS HIGHWAY MOBILE HOME PARK Standard Lease and/or KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements, and Standards become additional rent.

19. HEAT WIRE, FROZEN PIPES, WATER TURN OFF AND TURN ON:

(a) The Licensee will provide, at no charge: (i) water turn on and water turn off, on an appointment basis, with a minimum of 24 hours advance notice, provided that the resident is present while the water is being turned on or being turned off; (ii) Emergency water turn off (the resident grants permission for the water to be turned off in the event of an exigent situation).

(b) All external water lines must be protected with (i) both Underwriters Laboratory (UL) approved heat wire and insulation prior to 1 October; or alternatively (ii) antifreeze (of the type that is recommended for RV's and is safe for sewage systems) installed in all water lines. (Caution: Deteriorated and improperly installed heat tape is the leading cause of home fires.)

(c) Each resident agrees to not use running water to prevent frozen pipes, use of running water in lieu of proper heat tape or heat wire or antifreeze water line protection is a major violation of these Rules and Regulations and KINGS HIGHWAY MOBILE HOME PARK Lease.

(d) A resident may have a licensed and insured plumbing contractor operate the below ground valves provided the Licensee is provided prior notification that a plumber will be operating the below ground valves.

(e) The Resident is not permitted to use the below ground KINGS HIGHWAY MOBILE HOME PARK water system valves at any time except in an emergency, after which the Licensee or his designee shall be notified that the water was turned off or on.

(f) Each home shall have a protective check valve to prevent water from draining from the hot water heater in the event of loss of water pressure. (The check valve is necessary to prevent the electric heating elements from being damaged due to lack of water in the tank.)

(g) The Licensee is not responsible for (i) damage to heating elements caused by water system failures and normal emergency water system turnoffs; (ii) damage caused by turning the water on or off in response to a resident's request.

20. SNOW REMOVAL OF COMMON ACCESS ROADWAYS: The Licensee will normally have the common access roadways cleared of snow whenever the average snow accumulations equal or exceeds 3 inches normally within 12 hours after the snow stops falling. Each resident shall promptly notify the Licensee by phone of any special, hazardous, icy, or other unusual snow accumulation, road condition, or snow removal problems.

vehicles under the influence of illegal drugs or alcohol is prohibited and is grounds for eviction; (iii) brandishing or use of firearms, fireworks, or any weapons by any resident, visitor, or guest is prohibited and is ground for eviction.

25. OIL TANKS, GAS BOTTLES, & INSURANCE FOR FUEL DELIVERY VEHICLES:

(a) The resident is responsible for any oil tank leakage and oil tank spillage, and any damage caused by oil leakage or oil spillage. Oil tanks are not to be buried, but are to be placed behind or at the rear of the home. Bottled gas containers are to be kept nicely painted and are to be set up neatly and firmly fastened behind or at the rear of the home. Wherever possible, oil tanks and gas bottles shall not be visible from the roadway. Oil delivery companies and gas delivery companies must have a certificate of insurance, including protection for environmental damage and cleanup, on file with the Licensee prior to making any fuel delivery to your site. The Resident is responsible to ensure that the Certificate of Insurance is on file with the Licensee or his agent.

(b) Each exterior fuel oil tank and oil lines may be inspected by the Licensee or his agent during any "4-sided inspection" and by the resident's oil delivery or heating system service company (i) The resident will provide a note from the oil furnace service company that indicates that there is no fuel oil leakage and that the fuel oil tank and fuel lines are in good safe condition. (ii) If there is any leakage, the repairs and the cleanup will be performed immediately, with all costs paid for by the Resident. (iii) If necessary, the Licensee will have the necessary site cleanup and repairs performed, with the costs billed to the resident as additional rent. (iv) The resident is solely responsible for any damage caused by oil contamination that occurs on his site.

(c) The resident has the responsibility for compliance with any state issued orders requiring a protective oil leak/spill retaining berm be installed under each oil tank.

26. PETS:

(a) Visiting dogs and visiting cats are not permitted.

(b) Two small dogs, or two small cats, or other domesticated household pets are permitted provided that the pet(s): (i) have a collar; (ii) have a total combined weight (both pets together) of less than 20 pounds when fully grown; (iii) be indoors at all times except when on a leash being walked or when being carried, (outside pens, runs, and dog houses are not permitted, and outside chaining of a pet is not permitted); (iv) be licensed if required by law; (v) have proof of inoculations on file with the Licensee; and (vi) be registered with the Licensee upon lease inception or pet acquisition, whichever happens later.

(c) There are no pet weight constraints if the pet is a trained "guide animal" for a disabled resident, and there is no pet weight constraint if the pet(s) is "doctor ordered" for a bona fide written medical reason, and the pet is never left alone.

(d) You agree to: (i) "potty" your pet on your own home site; (ii) have your pet on a 6' or shorter leash or carry your pet; (iii) not let your pet use other home sites; (iv) not let your pet run free at any time, including to go "potty"; and (v) carry and use a "pooper scooper" to clean up after your pet.

(e) With notice, the Licensee reserves the right to remove noisy or unruly pets causing complaints or damage.

27. INSURANCE, CONTRACTORS LIABILITY, & WORKMANS COMPENSATION INSURANCE:

It is agreed that the Licensee shall not be responsible to the resident for the non-observance or violation of any rules and regulations, and/or local, county, or state laws, by any other resident or tenant including relatives, guests, visitors, and pets of other residents and tenants. Each resident shall have an adequate policy of "Fire and Extended Coverage insurance and reasonable general public liability insurance, including coverage for fuel oil spillage, on his/her home and home site. Each resident will be required to provide suitable evidence of insurance to the Licensee upon request. Each resident is responsible for assuring that any worker or contractor that comes upon his home site has workers compensation and liability insurance.

28. COMMERCIAL ACTIVITIES:

Homes at KINGS HIGHWAY PARK can only be used as a residence and for activities that do not create any additional traffic, noise, fumes, vibration, visual characteristics, waste, water or sewer consumption, abnormal electric requirements, antennas or antenna towers, TV or radio interference, hazardous substances, or any other trait

Resident

Date

Owner/Manager

Date

for the first month of residency.

[NOTE II-A: Resident application processing takes 2 to 4 working days.]

Licensee

Step 2. Within 10 days of receipt of the application, notify both the prospective resident and the Seller (or the Agent of the Seller) that either:

- (a) the prospective resident appears to satisfy the KINGS HIGHWAY MOBILE HOME PARK Entry Requirements and will be accepted as a resident (subject only to the home being safe, sanitary, and complying with park standards), or
- (b) there is adverse information contained in the report(s) on the prospective resident, and that because of the adverse information the applicant will not be accepted as a resident.

The Licensee will then notify the Seller (or the Seller's agent as appropriate) that the adverse information indicates that the applicant: (i) intends to utilize the home for an illegal purpose, and/or (ii) intends to use the home for a purpose that would disturb the quiet enjoyment of the other residents, and/or (iii) will be financially unable to pay the rent for the homesite, and/or (iv) will not comply with the KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations based on prior tenancies, and/or (v) will have more residents/guests/relatives in the home than the number of bedspaces in the home, and/or (vi) will have as a resident someone who is not a relative of the purchaser, and/or (vii) is already a resident at KINGS HIGHWAY MOBILE HOME PARK.

Resident (or Agent)

Step 5. Return to Resident (or Agent) Step 1 if the prospective resident is not accepted. Otherwise, continue to Resident (or Agent) Step 6.

III. Determining that the home is Safe, Sanitary, and Complies with the Standards

Resident (or Agent)

Step 6: If the prospective resident is accepted, have the prospective resident order a home inspection by a licensed home inspection service company of the prospective resident's choice. The inspection shall be ordered and paid for by the prospective purchaser. The Licensee, or his agent, shall be made aware of the day and time of the inspection, and shall have the option to observe the inspection. A copy of the report will be provided to the Resident/Home Seller, and to the Licensee (or his agent),

[NOTE III-A: If the home satisfies the park standards, and the applicant does become a resident, the Licensee will reimburse the purchaser/prospective resident both the application fee and the home inspection fee in the form of reduced site rent.]

All items in the inspection report must be either "Excellent" or "Good" or "Acceptable". The home will not satisfy "Standards" if any item in the inspection report is identified as "poor", "bad", "in need of maintenance", "dangerous", "not acceptable", "should be repaired", "missing", or "unacceptable",

Resident (or Agent)

Step 7: Make necessary repairs, if any. Collect evidence (receipts, photos, etc.) showing that the necessary repairs have been properly completed.

Resident (or Agent)

Step 8: When the home owner is ready for a decision by the Licensee regarding the condition of the home, provide the Licensee (or his agent) a copy of the inspection report, and the evidence for repairs performed, along with a written request for the "Statement of the Licensees Intentions Regarding the Conditions of the Dwelling",

[NOTE III-B: IMPORTANT -ALL repairs necessary for the home to satisfy "standards" and demonstrate that the home is safe, sanitary, and habitable must be completed before
(a) the home buyer will be accepted as a KINGS HIGHWAY MOBILE HOME PARK resident; and before
(b) the home buyer will be offered a site lease. If a home is sold on-site without first satisfying the "standards," the Licensee cannot accept the new owner of the home as a resident, and the home becomes subject to removal because it is unlawfully on private land.]

Licensee

Step 3. Within 10 days after receipt of the request for the "Statement of the Licensees Intentions Regarding the

Addendum C -SECTION 21-79 CONNECTICUT GENERAL STATUTES

(a) No owner or operator of a mobile manufactured home park shall require a resident who owns a mobile manufactured home, which is safe, sanitary and in conformance with aesthetic standards, to remove the home from the development at the time such mobile manufactured home is sold or a mortgage on such a home is foreclosed provided that the purchaser or foreclosing mortgagee shall assume and be bound by the rental agreement of the foreclosed mortgagor and shall be bound by the rules and regulations of the park.

(b) A mobile manufactured home shall be to be safe and sanitary if it is established that the mobile manufactured home was constructed in accordance with any nationally recognized building or construction code or standard. Failure to meet any such standard or the provisions of any such code shall not automatically raise a presumption that the mobile manufactured home is unsafe or unsanitary. Such failure shall not be used as a reason for withholding approval of an on-site sale unless such failure renders the mobile manufactured home unsafe or unsanitary.

(c) The owner of a mobile manufactured home park shall bear the burden of showing that a mobile manufactured home is unsafe, unsanitary, or fails to meet the aesthetic standards of the development. No aesthetic standard concerning those physical characteristics such as size, original color or original building materials, which cannot be changed without undue financial hardship to the resident, shall be applied against a mobile home.

(d) purchaser of a mobile manufactured home sold by a resident may become a resident of the mobile manufactured home park provided he meets the entry requirements for said park and such requirements are equally by the owner to all purchasers and prospective residents and the owner approves such entry. Such approval may not be withheld except for good cause. For the purposes of this section good cause means a reasonable cause for the owner to believe (1) that such intends to utilize the purchased mobile manufactured home for an or immoral purpose or for any purpose that would disturb the quiet enjoyment of the other residents of the park or (2) that the purchaser is or will be financially unable to pay the rent for the space or lot upon which the purchased mobile manufactured home is located. If the mover denies approval to a purchaser, he shall, in writing, state any reason for such disapproval. Such statement shall be delivered to the resident and the purchaser or prospective resident within ten days after the owner receives the completed application of the purchaser or prospective resident. Failure to deliver such notification within ten days shall be deemed to be approval.

(e) Any resident to sell his or her home shall request a written statement of the owner's intentions regarding the condition of the home. Within twenty days receipt of such a request, the owner shall approve the home's condition for resale or deliver a written statement to the resident specifying the reasons why the home is not safe, sanitary, or in conformance with aesthetic standards. Failure of the owner to respond within twenty days shall be deemed to be an approval of the home's condition for resale. If the resident the owner he may seek a declaratory ruling from the department of consumer protection. The resident may attempt to correct identified by owner and may again request the owner's approval of the home's condition for resale. If the resident again disputes the owner's response, he may once again seek a declaratory ruling from the department. An owner's statement of approval shall remain in force for not more than six months. No owner shall exact a commission or fee with respect to the price realized by the seller, unless he has acted as agent for the seller in a sale pursuant to a written contract, or charge a rent for the mobile manufactured home space or lot upon which the purchased mobile manufactured home is located greater than the prevailing rent for any other space or lot located in the

the rental agreement of (A) the owner delivers a written notice of the proposed rent increase to the resident at least thirty days before the start of a new rental agreement; (B) the proposed rent is consistent with rents for comparable lots in the same park; and (C) the rent is not increased in order to defeat the purpose of this subsection. c) Notwithstanding the provisions of sections 47a-3.5 and 47a-36, if judgment is entered in a summary process action against a mobile manufactured home owner and resident based upon subparagraph (D) of subdivision (1) of subsection (b) of this section, execution shall not issue until six months from the date of such judgment. The court shall condition such stay of execution upon a requirement that the mobile manufactured home owner and resident make payments to the plaintiff in the summary process action in such installment as the court may direct for the use and occupancy of the premises during the period of such stay at the rate for which such mobile manufactured home owner and resident was most recently liable as rent or in such greater sum as is reasonable in such installments as the court may direct.

4. If you are being evicted for nonpayment of rent or other proper charge, you may stop the eviction if you pay the arrearage within the 30-day notice period. However, you may only use this procedure once in any 12-month period.

The Following Rights Apply to You If You Rent Your Home, From The Park Owner

5. You may be evicted for any of the following reasons:

- (a) the term of the Rental Agreement has ended;
- (b) the Rental Agreement has ended because of a specific agreement that it would end if a certain event happened;
- (c) nonpayment of rent;
- (d) your failure to keep the home in good condition;
- (e) occupying the home without a right to occupy or after such right has ended;
- (f) your conviction for violating a law affecting the health, safety and welfare of other residents;
- (g) the continued violation of a rule of the park; or
- (h) a change in the use of the land on which your home is located.

6. You must be given 60 days written notice, called a Notice to Quit, before your Rental Agreement may be terminated.

7. Your Rights And Obligations If You Sell Your Home - For Residents Who Own The Mobile Manufactured Home –

- (a) You may sell your home on its present lot if:
 - (i) your home is safe, sanitary and meets all the aesthetic standards of the park; and
 - (ii) the purchaser meets the entry requirements of the park. These requirements are limited by law.
- (b) The Park Owner carries the burden of proving that your home is unsafe, unsanitary or fails to meet aesthetic standards.
- (c) Before you sell your home on its present lot, you must ask for the Park Owner's approval of your home's condition for resale. If the Park Owner disapproves your home for resale, and if you disagree with this decision, you may ask the Department of Consumer Protection for a ruling on the condition of your home.
- (d) If the Rental Agreement requires any conditions to be complied with by you or the Park Owner at the time you sell your home, including aesthetic standards for resale, those conditions are attached to this disclosure statement.

8. Your Rights Regarding Changes in the Park Rules.

- (a) The Park Owner may make a change to the park rules only if the purpose of the rule is to:
 - (i) promote the convenience, safety or welfare of park residents;
 - (ii) prevent abuse of the Park Owner's property; or
 - (iii) distribute park services and facilities to park residents in a fair manner;
 - (iv) the rule is reasonably related to its purpose;
 - (v) the rule applies to all residents in a fair manner except reasonable exemptions maybe made;
 - (vi) the rule clearly informs you what you must do or cannot do; and
 - (vii) you receive written notice.
- (b) If a rule change substantially modifies your Rental Agreement, this rule will not apply to you unless you consent in writing to the change or sign a new Rental Agreement which contains the rule change.

9. Protection of Your Rights

The Rental Agreement that you sign cannot take away any of the rights or protections given to you by the mobile manufactured home laws.

Revised Affordability Plan

AFFORDABILITY PLAN

8-30g

Affordable Housing Development

Property of:

Donco, LLC

59 Kings Highway

LEDYARD, CONNECTICUT

Dated

March 2024

DEFINITIONS:

"Community": Plan showing 8-30g Affordable Housing Development of Donco, LLC, 59 Kings Highway, Ledyard, CT March 2024.

"Affordable Home": A home within the Community that is subject to long-term price restrictions as set forth in this plan and within the Community that will be constructed to the minimum specifications set forth in **Schedule C** of this Plan.

"Market Rate Home": A home within the Community that is not subject to long-term price restrictions.

"Affordable Homes": The homes within the Community upon which an Affordable Home will be constructed or exists and which is sold to an Affordable Home owner.

"Developer": Donco, LLC, PO Box 582, Gales Ferry, CT 06335 or its successors and assigns.

"Owner": The individual or individuals who possess fee simple title to a Home in the Community.

I. Homes Designated for Affordable Housing

Thirty percent (30%), or three (3), of the homes in the Community will be designated as affordable housing, as defined by Conn. Gen Stat. § 8-30g. The specific Affordable Homes are identified in **Schedule B** of this Plan. The restrictions in Exhibit B will apply to any home placed on the designated home sites, either initially or by subsequent replacement.

II. Forty (40) Year Period

The Affordable Homes shall be designated as affordable for forty (40) years. This affordability period shall be calculated separately for each Affordable Home, and the period shall begin on the date of conveyance of such Affordable Home from the Developer or its successors or assigns to an eligible purchaser, as hereinafter defined

III. Pro-Rata Construction

The Affordable Homes shall be offered on a pro-rata basis as construction proceeds. It is the Developer's intent, therefore, to offer for sale one (1) Affordable Home within the time that three (3) total units are built or offered for sale. The Developer anticipates a build out and absorption period of four years, based upon his experience with other projects within the Ledyard market.

IV. Nature of Construction of Affordable Homes and Market-Rate Homes

Within the Community, the Developer shall offer Market Rate Homes each of which shall be built in compliance with the minimum specifications, which include square footage, exterior finishes, interior materials, and amenities, set for in **Schedule C** of this Plan. The actual model, size and floor plan of the Market Rate Homes and the Affordable Homes shall be comparable in size, quality, and appearance to each Market Rate Home.

V. Entity Responsible for Administration and Compliance

This Plan will be administered by the Developer, or its designees, successors and assigns ("Administrator"). The Administrator's name and contact information shall be furnished to the Town's Zoning Enforcement Officer. The Town's Zoning Enforcement Officer shall be notified of any change in Administrator within 30-days of said change. The Developer will be responsible for all advertising and marketing requirements of initial sales under this Plan.

The Administrator shall submit annually a written status report demonstrating compliance with affordability and occupancy rules and approval conditions. The role of Administrator may be transferred or assigned to another entity, provided that such entity has the experience and qualifications to administer this Plan. In the event of any assignment of the role of Administrator, Applicant, or its successor, will provide prior written notice to the Commission.

VI. Notice of Initial Sale of Affordable Homes

Except as provided in **Section X** hereof, the Developer shall provide notice of the availability of each Affordable Home for sale (the "Notice of Initial Sale"). Such notices shall be provided in accordance with the Affirmative Fair Housing Marketing Plan as outlined in **Section VIII**. The Developer shall also provide such notice to the ZEO. Such notice shall include a description of the available Affordable Home(s), the eligibility criteria for potential purchasers, the Maximum Sale Price (as hereinafter defined), and the availability of application forms and additional information. All such notices shall comply with the Federal Fair Housing Act, 42 U.S.C. §§ 3601 et seq. and the Connecticut Fair Housing Act, Conn. Gen. Stat. §§ 46a-64b, 64c (together, the "Fair Housing Acts").

VII. Purchaser Eligibility

Not less than thirty percent (30%) two (2) homes @ 60% and one (1) home @ 80%, of the Affordable Homes for sale shall be sold to persons or families whose income is less than or equal to sixty percent (60%) or eighty percent (80%) of the area or statewide median income, whichever is less.

Eligibility of applicants to purchase Housing Opportunity Units in the Community shall be determined by the Administrator in accordance with this Plan and C.G.S §8-30g, as amended.

VIII. Affirmative Fair Housing Market Plan

The sale of both Affordable Homes and Market Rate Homes in the Community shall be publicized, using State regulations for affirmative fair housing marketing programs as guidelines. The purpose of such efforts shall be to apprise residents of municipalities of relatively high concentrations of minority populations of the availability of such units. The Administrator shall have responsibility for compliance with this section. Notices of initial availability of units shall be provided, at a minimum, by advertising at least two times in a newspaper of general circulation in such identified municipalities. The Administrator shall also provide such notices to the ZEO and Town of Ledyard Planning and Zoning Commission. Such notices shall include a description of the available Affordable Home(s), the eligibility criteria for potential purchasers, the Maximum Sale Price (as hereinafter defined), and the availability of application forms and additional information.

Using the above-referenced State regulations as guidelines, dissemination of information about available affordable and market-rate units shall include:

- A. Analyzing census, Connecticut Department of Economic and Community Development town profiles, and other data to identify racial and ethnic groups least likely to apply based on representation in Ledyard population, including Asian Pacific, Black, Hispanic, and Native American populations.
- B. Announcements/advertisements in publications and other media that will reach minority populations, including newspapers, such as and radio stations serving Ledyard's Metropolitan Statistical Area and Regional Planning Area, and advertisements or flyers likely to be viewed on public transportation of public highway areas.
- C. Announcements to social services agencies and other community contacts serving low-income minority families (such as churches, civil rights organizations, the housing authority, and other housing authorities in towns represented in Ledyard's Metropolitan Statistical Area and Regional Planning Agency, legal services organizations, etc.).
- D. Assistance to minority applicants in processing applications.
- E. Marketing efforts in geographic area of high minority concentrations within the housing market area and metropolitan statistical area.
- F. Beginning affirmative marketing efforts prior to general marketing of units, and repeating again during initial marketing and at 50 percent completion. All notices shall comply with the Fair Housing Acts.

1. **Application Process.**

A family or household seeking to purchase the Affordable Home ("Applicant") must complete an application to determine eligibility. The application form and process shall comply with the Fair Housing Act.

A. Application Form

The application form shall be provided by the Administrator and shall include an income pre-certification eligibility form and an income certification form. In general, income for purposes of determining an Applicant's qualification shall include the Applicant family's total anticipated income from all sources for the twelve (12) month period following the date the application is submitted.

("Application Date"). If the Applicant's financial disclosures indicate that the Applicant may experience a significant change in the Applicant's future income during the twelve (12) month period, the Administrator shall not consider this change unless there is a reasonable assurance that the change will in fact occur. The Applicant's income need not be re-verified after the time of initial purchase. In determining what is and is not to be included in the definition of family annual income, the Administrator shall use the criteria set forth by HUD and listed on **Schedule 0** of this Plan.

B. Applicant Interview

The Administrator shall interview an Applicant upon submission of the completed application. Specifically, the Administrator shall, during the interview, undertake the following:

1. Review with the Applicant all the information provided on the application.
2. Explain to the Applicant the requirements for eligibility, verification procedures, and the penalties for supplying false information.
3. Verify that all sources of family income and family assets have been listed in the application. The term "family" shall be as defined by the Connecticut Agency Regulations, Conn. Gen. Stat. §8-37ee-1, as amended.
4. Request the Applicant to sign the necessary release forms to be used in verifying income. Inform the Applicant of what verification and documentation must be provided before the application is deemed complete.
5. Inform the Applicant that a certified decision as to eligibility cannot be made until all items on the application have been verified.
6. Review with the Applicant the process and restrictions regarding resale.

C. Verification of Applicant's Income

Where it is evident from the income certification form provided by the Applicant that the Applicant is not eligible, additional verification procedures shall not be necessary. However, if the Applicant appears to be eligible, the Administrator shall issue a precertification letter. The letter shall indicate to the Applicant and the Administrator that the Applicant is income eligible, subject to the verification of the information provided in the Application. The letter will notify the Applicant that he/she will have thirty (30) days to submit all required documentation.

If applicable, the Applicant shall provide the documentation listed on **Schedule E** of this Plan, to the Administrator. This list is not exclusive, and the Administrator may require any other verification or documentation, as the Administrator deems necessary.

X. **Prioritization of Applicants for Initial Occupancy**

If, after publication of the Notice of Initial Sale as described in **Section VI** hereof, the number of qualified Applicants exceeds the number of Affordable Homes, then the Administrator shall establish a list of Applicants, selected by a random lottery of all eligible Applicants, for the initial sales of Affordable Homes. The initial sales of Affordable Homes will be offered according to the Applicant's lottery ranking. Following the initial sales of the Affordable Homes, if the number of qualified Applicants exceeds the number of available Affordable Homes, the Administrator shall establish a priority list of applicants based on a "first come, first served" basis, subject to the applicant's income precertification eligibility and the preferences as established in this **Section X**. The Affordable Homes will then be offered according to the applicant's numerical listing. In the event the Community is built in phases, the same procedure shall be held for each phase.

XI. Maximum Monthly Housing Payment Eligibility

Calculation of eligibility for occupancy in an Affordable Home, so as to satisfy Conn. Gen. Stat. § 8-30g, shall require the proposed occupant to meet three criteria: (1) maximum household income, adjusted for unit/family size; (2) a maximum purchase price for the unit that does not exceed the maximum sale price for an affordable home as calculated under Conn. Gen. Stat. § 8-30g and corresponding regulations; and (3) a maximum monthly housing payment that is less than the amount calculated under Conn. Gen. Stat. § 8-30g, as follows:

XII. Maximum Initial Sale Price

Calculation of maximum initial sale price ("Maximum Initial Sale Price") for an Affordable Home, so as to satisfy Conn. Gen. Stat. § 8-30g, shall utilize the lesser of the area median income data for the Town or the statewide median income as published by HUD as in effect on the day a purchase and sale agreement is accepted by the owner of the Affordable Home ("Owner"). The Maximum Initial Sale Price shall be calculated as follows (Using Norwich-New London Statistical Area income level of \$112,300.00):

Example of Calculation of Sales Price for a 2 bedroom Home for a family earning less than 60% of Median Income:

Sample computations Based on FY 2023

1. Determine Lower of area or statewide Median Income for a family of four (4):	\$112,300.00
2. Determine the adjusted income for a household of 3.0 persons by calculating 90% of Item 1:	\$101,070.00
3. Calculate 60% of Item 2:	\$60,642.00
4. Calculate 30% of Item 3 representing the maximum portion of a family's income that may be used for housing:	\$18,192.60
5. Divide Item 4 by twelve (12) to determine the maximum monthly outlay:	\$1,516.05
6. Determine by reasonable estimate monthly expenses, including real estate taxes (\$170.00), utilities (\$122.00), insurance (\$67.00), and lot rent (\$499.00):	\$858.00
7. Subtract Item 6 from Item 5 to determine the amount available for mortgage principal and interest:	\$658.05
8. Apply Item 7 to a reasonable mortgage term (such as 30 years) at a reasonable available interest rate (7.0%) for the same calculation	\$98,909.90
9. Assume 20% down	\$24,728.47
10. Add Items 8 and 9 to determine MAXIMUM SALE PRICE	\$123,638.37

Example of Calculation of Sales Price for a 2 bedroom Home for a family earning less than 80% of Median Income:

Sample computations Based on FY 2023

1. Determine Lower of area or statewide Median Income for a family of four (4):	\$112,300.00
2. Determine the adjusted income for a household of 3.0 persons by calculating 90% of Item 1:	\$101,070.00
3. Calculate 80% of Item 2:	\$80,856.00
4. Calculate 30% of Item 3 representing the maximum portion of a family's income that may be used for housing:	\$24,256.80
5. Divide Item 4 by twelve (12) to determine the maximum monthly outlay:	\$2,021.40
6. Determine by reasonable estimate monthly expenses, including real estate taxes (\$170.00), utilities (\$121.00), insurance (\$73.00), and lot rent (\$499.00):	\$858.00
7. Subtract Item 6 from Item 5 to determine the amount available for mortgage principal and interest:	\$1,163.00
8. Apply Item 7 to a reasonable mortgage term (such as 30 years) at a reasonable available interest rate (7.0%) for the same calculation:	\$174,807.70
9. Assume 20% down	\$43,701.93
10. Add Items 8 and 9 to determine MAXIMUM SALE PRICE	\$218,509.63

I. Principal Residence

Affordable Homes that are sold shall be occupied only as an Owner's principal residence. Subleasing of Affordable Homes by the Owner shall be prohibited.

II. Requirement to Maintain Condition

All Owners are required to maintain their homes. The Owner shall not destroy, damage or impair the home, allow the home to deteriorate, or commit waste on the home. When an Affordable Home is offered for re-sale, the Administrator may cause the home to be inspected.

III. Resale of an Affordable Home

An Owner may sell his or her Affordable Home at any time, provided that the Owner complies with the restrictions concerning the sale of homes as set forth in this Plan and in the Occupancy Restrictions set forth in **Schedule F** (the "Deed Restrictions"). If the Owner wishes to sell, the Owner shall notify the Administrator in writing. The Owner shall pay the Administrator a reasonable fee to cover the cost of administering the sale. The Administrator shall then work with the Owner to calculate a Maximum Price, as set forth in this **Section XIV**. The Administrator shall publish notice of the availability of the home in the same manner as was followed for the initial sale, as set forth in **Section VI** above. The Administrator shall bring any purchase offers received to the attention of the Owner.

The Owner may hire a real estate broker or otherwise individually solicit offers, independent of the Administrator's action, from potential purchasers. The Owner shall inform any potential purchaser of the affordability restrictions before any purchase and sale agreement is executed by furnishing the potential purchaser with a copy of this Plan. The purchase and sale agreement shall contain a provision to the effect that the sale is contingent upon a determination by the Administrator that the potential purchaser meets the eligibility criteria set forth in this Plan. Once the Owner and potential purchaser execute the purchase and sale agreement, the potential purchaser shall immediately notify the Administrator in writing. The Administrator shall have ten (10) days from such notice to determine the eligibility of the potential purchaser in accordance with the application process set forth in **Section IX** above. The Administrator shall notify the Owner and the potential purchaser of its determination of eligibility in writing within said ten (10) day period. If the Administrator determines that the potential purchaser is not eligible, the purchase and sale agreement shall be void, and the Owner may solicit other potential purchasers. If the Administrator determines that the potential purchaser is eligible, the Administrator shall provide the potential purchaser and the Owner with a signed certification, executed in recordable form, to the effect that the sale of the particular Home has complied with the provisions of this Plan. The Owner shall bear the cost of recording the certification.

IV. Enforcement

A violation of this Plan or the Deed Restrictions shall not result in a forfeiture of title, but the Ledyard Planning and Zoning Commission or its designated agent shall otherwise retain all enforcement powers granted by the Connecticut General Statutes, including § 8-12, which powers include, but are not limited to, the authority, at any reasonable time, to inspect the property and to examine the books and records of the Administrator to determine compliance of Affordable Homes with the affordable housing regulations.

V. Occupancy Restrictions

The Occupancy Restrictions contained in **Schedule F** shall be included in each deed of an Affordable Home during the forty (40) year period in which the affordability program is in place to provide notice of the affordability restrictions and to bind future purchasers. No Affordable Home shall be sold to any purchaser during the forty (40) year period in which the affordability program is in place unless all lenders providing mortgage financing to such purchaser shall subordinate their mortgage to the terms of the occupancy restrictions contained in **Schedule F** and agree that any foreclosure of such mortgage will not terminate the sale and resale price restrictions.

**SCHEDULE A
PROPERTY DESCRIPTION OF
59 Kings Highway, Ledyard**

**SCHEDULE B
IDENTIFICATION OF AFFORDABLE HOMES**

Affordable Homes shall be located on the following lots:

Plan Showing
Affordable Housing Development
An 8-30g Application
Property of
Donco, LLC
59 Kings Hwy
Ledyard, CT 06339
Scales as Shown
March 2024

Homes #1 and #9 will be 60% homes

Home #5 will be the 80% home

**SCHEDULE C
MINIMUM SPECIFICATIONS FOR
MARKET-RATE AND AFFORDABLE HOMES**

SEE NEXT PAGE FOR
“HUD CODE” SPECIFICATION FOR 2024 AND NEWER HOMES”

Construction

- Wind Zone 1
- R-30 Roof Insulation
- 30# Load / 24" O.C. Truss
- Nominal 3/12 Roof Pitch
- R-22 Floor Insulation
- 2x6 Floor Joists 16" O.C.
- Thermo-Brace® Exterior Sheathing
- R-19 Wall Insulation
- 8' Flat Ceiling
- 4" Recessed Frame
- Removable Hitch
- Ascend Dormer
- Tray Ceiling in Living Room
- 2x6 Sidewalls 16" O.C.
- 19/32 OSB Floor Decking
- 7/16 OSB Roof Decking
- 2x3 Double Marriage Walls
- Marriage Line Thermal Gasket

Exterior

- 36x80 Craftsman Front Door
- 36x80 9-Light Rear Door
- 3-Tab Shingles - Black Only
- Vinyl Siding
- Window Lineals Front Door Side (Multi-Section)
- Window Lineals Front Door Side & Hitch End (Single-Section)
- Low-E Thermal Pane Windows

Interior

- 3-Panel Interior Doors
- Stipple Ceiling
- Ascend Entertainment Center in Living Room
- 2" Blinds Throughout
- Wide Linoleum Transition Piece (Multi-Section)
- Craftsman Package Molding Throughout
- White Wood Windowsills
- Metal Furnace Door Standard
- Finished Drywall - All Rooms & Primary Closet with Standard White Wall Primer

Interior (Continued)

- Secondary Bedroom Closets
- Sheetrock w/ Batten Corners
- Linoleum in Living Room, Kitchen, Dining Room, Den/Family Room & Baths
- Take Away Series Carpet All Bedrooms
- White Rigid Thermal Foil or Wood Cabinet Doors & Stiles
- Laminate Countertops w/ (1) Row of Ceramic/Glass Backsplash
- Crescent Edge Throughout
- Black Faucets, Doorknobs, Hinges & Cabinet Pulls
- Residential Shelving in Primary with 72" Framed Mirror (Walk-In Closets Only)

Plumbing

- Atmospheric Gas Furnace
- Perimeter Heat
- 40-Gallon Electric Water Heater w/ Drip Pan
- Whole House Water Shut-Off
- Water Shut-Offs Throughout
- (1) Exterior Faucet (Below Kitchen Window)

Electrical

- 100 Amp Electric Panel
- (1) Exterior GFI Outlet (By Back Door)
- (2) Exterior Lights at Front Door
- (1) Backdoor Exterior Light
- Pro Smart Thermostat
- Plumb for Washer
- Wire for Dryer
- LED Lights Throughout
- Switch-to-Light (All Walk-In Closets)

Kitchen

- Farmhouse Stainless Steel Sink w/ Black Gooseneck Faucet
- Ceramic Behind Range to Ceiling (Multi-Section)
- Ceramic Behind Range to Microwave (Single-Section)
- Lined Cabinets
- 42" Overhead Cabinet w/ Adjustable Shelves
- Center Shelf in Base Cabinet Island (Per Plan)

Appliances

(Stainless Steel Only)

Gas Range

- 18 Cu. Ft. Refrigerator
- Dishwasher
- Microwave in Pantry Cabinet (Over Range in Single-Section)
- Euro-style Range Hood (Not Available in Single-Section)

Bathrooms

- Rectangle Porcelain Sinks
- 34x60" or 48x60" Palisade Shower in Primary Bath (Per Plan - Multi-Section Only)
- 60" 1-Piece Tub/Shower - Hall Bath
- 60" 1-Piece Shower - Primary Bath (Single-Section)
- Elongated Toilets
- Framed Mirrors
- (2) Sinks in Primary Bath (Where Possible)
- Lighted Vent Fans



CELEBRATING
FIFTY YEARS
OF BUILDING IN
NEW YORK & THE NORTHEAST

FLOOR PLAN



**SCHEDULE D
DEFINITIONS AND ELEMENTS OF ANNUAL FAMILY INCOME**

1. Annual income shall be calculated with reference to 24 C.F.R. § 5.609, and includes, but is not limited to, the following:

- a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services;
- b. The net income from operations of a business or profession, before any capital expenditures but including any allowance for depreciation expense;
- c. Interest, dividends, and other net income of any kind from real or personal property;
- d. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, or other similar types of periodic payments;
- e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay;
- f. Welfare assistance. If the welfare assistance payments include an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance to be included as income consists of the following:
 - (1) The amount of the allowance exclusive of the amounts designated for shelter or utilities, plus
 - (2) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities;
- g. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing with the Applicant (i.e., periodic gifts from family members, churches, or other sponsored group, even if the gifts are designated as rental or other assistance);
- h. All regular pay, special pay and allowances of a member of the armed forces; i. Any assets not earning a verifiable income shall have an imputed interest income using a current average annual savings interest rate.
- i. Any assets not earning a verifiable income shall have an imputed interest income using a current average annual savings interest rate.

2. Excluded from the definition of family annual income are the following:

- a. Income from employment of children under the age of 18;
- b. Payments received for the care of foster children;

- c. Lump-sum additions to family assets, such as inheritances, insurance payments, capital gains and settlement for personal or property losses;
- d. Amounts received that are specifically for, or in reimbursement of, the cost of medical expense for any family member;
- e. Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran in connection with education costs;
- f. Amounts received under training programs funded by HUD;
- g. Food stamps; and
- h. Temporary, nonrecurring or sporadic income (including gifts that are not regular or periodic).

3. Net family assets for purposes of imputing annual income include the following:

- a. Cash held in savings and checking accounts, safety deposit boxes, etc.;
- b. The current market value of a trust for which any household member has an interest;
- c. The current market value, less any outstanding loan balances of any rental property or other capital investment;
- d. The current market value of all stocks, bonds, treasury bills, certificates of deposit and money market funds;
- e. The current value of any individual retirement, 401 K or Keogh account;
- f. The cash value of a retirement or pension fund which the family member can withdraw without terminating employment or retiring;
- g. Any lump-sum receipts not otherwise included in income (i.e., inheritances, capital gains, one-time lottery winnings, and settlement on insurance claims);
- h. The current market value of any personal property held for investment (i.e., gems, jewelry, coin collections); and
- i. Assets disposed of within two (2) years before the Application Date, but only to the extent consideration received was less than the fair market value of the asset at the time it was sold.

4. Net family assets do not include the following:

- a. Necessary personal property (clothing, furniture, cars, etc.);
- b. Vehicles equipped for handicapped individuals;

- c. Life insurance policies;
- d. Assets which are part of an active business, not including rental properties; and
- e. Assets that are not accessible to the Applicant and provide no income to the Applicant.

SCHEDULE E DOCUMENTATION OF INCOME

The following documents shall be provided, where applicable, to the Administrator to determine income eligibility:

1. Employment Income.

Verification forms must request the employer to specify the frequency of pay, the effective date of the last pay increase, and the probability and effective date of any increase during the next twelve (12) months. Acceptable forms of verification (of which at least one must be included in the Applicant file) include:

- a. An employment verification form completed by the employer.
- b. Check stubs or earnings statement showing Applicant's gross pay per pay period and frequency of pay.
- c. W-2 forms if the Applicant has had the same job for at least two years and pay increases can be accurately projected.
- d. Notarized statements, affidavits or income tax returns signed by the Applicant describing self-employment and amount of income, or income from tips and other gratuities.

2. Social Security, Pensions, Supplementary Security Income, Disability Income

- a. Benefit verification form completed by agency providing the benefits.
- b. Award or benefit notification letters prepared and signed by the authorizing agency. (Since checks or bank deposit slips show only net amounts remaining after deducting SSI or Medicare, they may be used only when award letter cannot be obtained.).
- c. If a local Social Security Administration ("SSA") office refuses to provide written verification, the Administrator should meet with the SSA office supervisor. If the supervisor refuses to complete the verification forms in a timely manner, the Administrator may accept a check or automatic deposit slip as interim verification of Social Security or SSI benefits as long as any Medicare or state health insurance withholdings are included in the annual income.

3. Unemployment Compensation

- a. Verification form completed by the unemployment compensation agency.
- b. Records from unemployment office stating payment dates and amounts.

4. Government Assistance

a. All Government Assistance Programs. Agency's written statements as to type and amount of assistance Applicant is now receiving, and any changes in assistance expected during the next twelve (12) months.

b. Additional Information for "As-paid" Programs: Agency's written schedule or statement that describes how the "as-paid" system works, the maximum amount the applicant may receive for shelter and utilities and, if applicable, any factors used to ratably reduce the Applicant's grant.

5. Alimony or Child Support Payments

a. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.

b. A letter from the person paying the support.

c. Copy of latest check. The date, amount, and number of the check must be documented.

d. Applicant's notarized statement or affidavit of amount received or that support payments are not being received and the likelihood of support payments being received in the future.

6. Net Income from a Business

The following documents show income for the prior years. The Administrator must consult with Applicant and use this data to estimate income for the next twelve (12) months

a. IRS Tax Return, Form 1040, including any:

- (1) Schedule C (Small Business)
- (2) Schedule E (Rental Property Income)
- (3) Schedule F (Farm Income)

b. An accountant's calculation of depreciation expense, computed using straight-line depreciation rules. (Required when accelerated depreciation was used on the tax return or financial statement.).

c. Audited or unaudited financial statement(s) of the business. d. A copy of a recent loan application listing income derived from the business during the previous twelve (12) months.

d. A copy of a recent loan application listing income derived from the business during the previous twelve (12) months.

e. Applicant's notarized statement or affidavit as to net income realized from the business during previous years.

7. Recurring Gifts

- a. Notarized statement or affidavit signed by the person providing the assistance. Must give the purpose, dates and value of gifts.
- b. Applicant's notarized statement or affidavit that provides the information above.

8. Scholarships, Grants, and Veterans Administration Benefits for Education

- a. Benefactor's written confirmation of amount of assistance, and educational institution's written confirmation of expected cost of the student's tuition, fees, books and equipment for the next twelve (12) months. To the extent the amount of assistance received is less than or equal to actual educational costs, the assistance payments will be excluded from the Applicant's gross income. Any excess will be included in income.
- b. Copies of latest benefit checks, if benefits are paid directly to student. Copies of canceled checks or receipts for tuition, fees, books, and equipment, if such income and expenses are not expected to change for the next twelve (12) months.
- c. Lease and receipts or bills for rent and utility costs paid by students living away from home.

9. Family Assets Currently Held

For non-liquid assets, collect enough information to determine the current cash value (i.e., the net amount the Applicant would receive if the asset were converted to cash).

- a. Verification forms, letters, or documents from a financial institution, broker, etc.
- b. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
- c. Quotes from a stock broker or realty agent as to net amount Applicant would receive if Applicant liquidated securities or real estate.
- d. Real estate tax statements if tax authority uses approximate market value.
- e. Copies of closing documents showing the selling price, the distribution of the sales proceeds and the net amount to the borrower.
- f. Appraisals of personal property held as an investment.
- g. Applicant's notarized statements or signed affidavits describing assets or verifying the amount of cash held at the Applicants home or in safe deposit boxes.

10. Assets disposed of for Less Than Fair Market Value ("FMV") During Two Years Preceding Application Date:

- a. Applicant's certification as to whether it has disposed of assets for less than FMV during the two (2) years preceding the Application Date.

b. If the Applicant states that it did dispose of assets for less than FMV, then a written statement by the Applicant must include the following:

- (1) A list of all assets disposed of for less than FMV;
- (2) The date Applicant disposed of the assets;
- (3) The amount the Applicant received; and
- (4) The market value to the asset(s) at the time of disposition.

11. Savings Account Interest Income and Dividends

- a. Account statements, passbooks, certificates of deposit, etc., if they show enough information and are signed by the financial institution.
- b. Broker's quarterly statements showing value of stocks or bonds and the earnings credited the Applicant.
- c. If an IRS Form 1099 is accepted from the financial institution for prior year earnings, the Administrator must adjust the information to project earnings expected for the next twelve (12) months.

12. Rental Income from Property Owned by Applicant

The following, adjusted for changes expected during the next twelve (12) months, may be used:

- a. IRS Form 1040 with Schedule E (Rental Income).
- b. Copies of latest rent checks, leases, or utility bills.
- c. Documentation of Applicant's income and expenses in renting the property (tax statements, insurance premiums, receipts for reasonable maintenance and utilities, bank statements or amortization schedule showing monthly interest expense).
- d. Lessee's written statement identifying monthly payments due the Applicant and Applicant's affidavit as to net income realized.

13. Full-Time Student Status

- a. Written verification from the registrar's office or appropriate school official.
- b. School records indicating enrollment for sufficient number of credits to be considered a full-time student by the school.

**SCHEDULE F
DEED RESTRICTIONS**

**TO BE INSERTED IN THE AFFORDABLE HOME DEEDS IN AFFORDABLE HOUSING
DEVELOPMENT PROPERTY OF DONCO, LLC**

The language below shall be inserted in each deed for an Affordable Home unit for the duration of the forty (40) year sale price restriction period.

The property conveyed hereby is an "affordable housing" home subject to the requirements of Conn. Gen. Stat. § 8-30g. Said property is subject to the following restrictions (the "Restrictions"):

TO BE INSERTED IN A DEED FOR A SIXTY PERCENT (60%) HOME:

1. This dwelling unit is an affordable housing dwelling unit within a set aside development as defined in section 8-30g of the Connecticut General Statutes and in accordance with the applicable regulations for state agencies that were in effect upon the date of the original application for the initial local approval and is therefore subject to a limitation, at the date of purchase, on the maximum annual income of the household that may purchase the unit, and is subject to a limitation on the maximum sale or resale price, these limitations shall be strictly enforced, and may be enforced by the person identified in the affordability plan as responsible for the administration of these limitations or the zoning enforcement authority of the Town of Ledyard for the duration of this covenant or restriction, this dwelling unit may be sold only to persons and families whose annual income does not exceed SIXTY (60%) PERCENT of 'median income' as defined in subsection 8-30g-1 (10) of the Regulations of Connecticut State Agencies, applicable to this unit as specified in an affordability plan as on file with the Town of Ledyard. In addition, this unit may be sold or resold only at a price equal to or less than the price determined using the formula stated in section 8-30g-8(a) or the formula stated in section 8-30G-8(B), as applicable, of the Regulations of Connecticut State Agencies.

TO BE INSERTED IN A DEED FOR AN EIGHTY PERCENT (80%) HOME:

1. This dwelling unit is an affordable housing dwelling unit within a set aside development as defined in section 8-30g of the Connecticut General Statutes and in accordance with the applicable regulations for state agencies that were in effect upon the date of the original application for the initial local approval and is therefore subject to a limitation, at the date of purchase, on the maximum annual income of the household that may purchase the unit, and is subject to a limitation on the maximum sale or resale price, these limitations shall be strictly enforced, and may be enforced by the person identified in the affordability plan as responsible for the administration of these limitations or the zoning enforcement authority of the Town of Ledyard for the duration of this covenant or restriction, this dwelling unit may be sold only to persons and families whose annual income does not exceed EIGHTY (80%) PERCENT of 'median income' as defined in subsection 8-30g-1 (10) of the Regulations of Connecticut State Agencies, applicable to this unit as specified in an affordability plan as on file with the Town of Ledyard. In addition, this unit may be sold or resold only at a price equal to or less than the price determined using the formula stated in section 8-30g-8(a) or the formula stated in section 8-30G-8(B), as applicable, of the Regulations of Connecticut State Agencies.

TO BE INSERTED IN ALL AFFORDABLE HOME DEEDS:

1. In the event said owner desires to make said property available for sale, said owner shall notify the Administrator in writing. The owner shall pay the Administrator a fee to cover the cost of administering the sale. The Administrator shall then provide notice of the availability of said property for purchase. Such notice shall be provided, at a minimum, by advertising at least two times in newspapers of general circulation in the Town. The owner shall bear the cost of such advertisement. The Administrator shall also provide such notice to the Ledyard Planning and Zoning Commission and the Town of Ledyard Zoning Enforcement Officer. Such notice shall include a description of said property, the eligibility criteria for potential purchasers, the Maximum Sale Price and the availability of application forms and additional information. All such notices shall comply with the Federal Fair Housing Act, 42 U.S.C. 3601 et seq. and the Connecticut Fair Housing Act, Conn. Gen. Stat. §§ 46a-64b, 64c. Said owner may hire a real estate broker or otherwise individually solicit offers, independent of the Administrator's action, from potential purchasers. Said owner shall inform any potential purchaser of the affordability restrictions before any purchase and sale agreement is executed by furnishing the potential purchaser with a copy of the Affordability Plan. The purchase and sale agreement shall contain a provision to the effect that the sale is contingent upon a determination by the Administrator that the potential purchaser meets the eligibility criteria set forth in the Affordability Plan. Once the purchase and sale agreement is executed by said owner and the potential purchaser, the potential purchaser shall immediately notify the Administrator in writing. The Administrator shall have thirty (30) days from such notice to determine the eligibility of the potential purchaser in accordance with the application process set forth in the Affordability Plan. The Administrator shall notify said owner and the potential purchaser of its determination of eligibility in writing within said thirty (30) day period. If the Administrator determines that the potential purchaser is not eligible, the purchase and sale agreement shall be void, and said owner may solicit other potential purchasers. If the Administrator determines that the potential purchaser is eligible, the Administrator shall provide the potential purchaser and said owner with a signed certification, executed in recordable form, to the effect that the sale of the particular Affordable Housing dwelling has complied with the provisions of the Affordability Plan. The owner shall bear the cost of recording said certification.

2. Said owner shall occupy said property as said owner's principal residence and shall not lease said property.

3. Said owner shall maintain said property. Said owner shall not destroy, damage or impair said property, allow said property to deteriorate, or commit waste on said property. When said property is offered for re-sale, the Administrator may cause said property to be inspected.

4. An approval for this community was approved by agencies of the Town based in part on the condition that a defined percentage of the homes in the community would be preserved as affordable homes. The Restrictions are required by law to be strictly enforced.

5. A violation of the Restrictions shall not result in a forfeiture of title, but the Ledyard Planning and Zoning Commission or its designated agent shall otherwise retain all enforcement powers granted by the Connecticut General Statutes, including Section 8-12, which powers include, but are not limited to, the authority, at any reasonable time, to inspect said property and to examine the books and records of the Administrator to determine compliance of said property with the affordable housing regulations, and all terms of the Affordability Plan, including without limitation, Article V.