



Town of
North Stonington, Connecticut

Warning is hereby given that a special town meeting of the electors and citizens qualified to vote in town meetings of the Town of North Stonington, Connecticut, will be held on the date indicated at the time and location noted below for the following purposes:

LOCATION: New Town Hall Conference Room

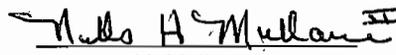
DATE: April 6, 2009

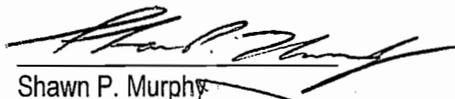
TIME: 7:00 p.m.

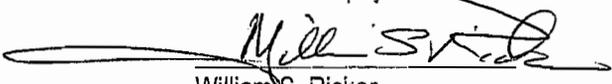
1. To hear and act upon the acceptance of a private open space conservation easement from Samantha L. Storey, as described in a Plan entitled Jeremy Hill Resubdivision for Property Located at 149 Mystic Road, North Stonington, Connecticut, January 10, 2006, Revised June 16, 2006.
2. To hear and act upon the acceptance of 3 certain pieces of land as describe in a Quit Claim deed from Development Associates, Inc. to the Town of North Stonington, dated 29th day of February, 2008, on Chester Maine Road.
3. To hear and act upon the acceptance of a conservation easement from Green Falls Associates in the Wyassup Brook Subdivison located on Reutemann Road and Route 49, aka Pendleton Hill Road consisting of 2 parcels totalling 13 acres more or less shown on a plan dated January, 1003.
4. Resolved, that the Town of North Stonington authorizes Nicholas H. Mullane, II, First Selectman to act on its behalf in the execution of a Memorandum of Understanding with the State of Connecticut, Department of Emergency Management and Homeland Security, for participation in the FY 2009 Emergency Management Performance Grant program.
5. To hear and act upon the abandonment of a tract of land on Sleepy Hollow Road, as described in Volume 29, Page 531 of the North Stonington Land Records to Thomas and Kathrine Bishop, abutting land owners.
6. To authorize the borrowing of funds vs. the lease purchase of Highway trucks authorized in the FY 2008-09 budget process.
7. To hear and act upon the amendments to the Planning and Zoning Fee Ordinance
8. To hear and act upon clarification and amendments to the Economic Development Commission Ordinance.

Dated at North Stonington this 24th day of March, 2009.

BOARD OF SELECTMEN


Nicholas H. Mullane, II


Shawn P. Murphy


William S. Ricker

**DECLARATION AND GRANT OF PRIVATE OPEN SPACE CONSERVATION
EASEMENT IN FAVOR OF THE TOWN OF NORTH STONINGTON**

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, that Samantha L. Storey (the "Grantor"), owner of the premises hereinafter described, for good and valuable consideration (other than money) received to Grantor's full satisfaction, does by these presents in accordance with Connecticut General Statutes §§ 47-42a through 42c, inclusive, declare, grant, bargain, sell and convey unto the TOWN OF NORTH STONINGTON, a Connecticut municipal corporation located in the County of New London, State of Connecticut ("Grantee") and to Grantee's successors and assigns forever, the following PRIVATE CONSERVATION EASEMENTS pursuant to said Connecticut General Statutes §§ 47-42a through 42c, inclusive, together with a right to enforce the same pursuant to § 47-42b of the Connecticut General Statutes in, over, along and across those areas more particularly shown as "PRIVATE CONSERVATION EASEMENT" on a certain Map or Plan entitled "Jeremy Hill Resubdivision for Property Located at 149 Mystic Road, North Stonington, Connecticut, January 10, 2006, Revised: June 16, 2006 Scale 1" = 1000', Prepared For: Samantha Storey, 149 Mystic Road, North Stonington, Connecticut, Issued for: Town of North Stonington, Planning & Zoning Permitting Applications, Prepared by: McFarland - Johnson, Inc. 400 Bayonet Street, Suite 301, New London, CT 06320". Said Private Open Space Conservation Easement Areas are more particularly described in Schedule A attached hereto.

PURPOSE:

The Conservation Easement Areas contain wetlands, and adjacent upland habitat areas. The areas described in Schedule A shall be kept as open space in their natural and open state and restricted from any development with buildings or otherwise, or any use other than as open space to protect the wetlands located with said Conservation Easement Areas and the upland habitat areas adjacent to said wetlands located with said Conservation Easement Areas, as a sanctuary for the native wildlife and native wild plants currently located within said Conservation Easement Areas.

1. The Grantor for itself, its successors and assigns hereby agrees that it shall retain the aforescribed Conservation Easement Areas in their present natural, scenic and open condition and that they shall be used only for passive uses which will keep the areas in a natural state. Without limiting the generality of the foregoing, the Grantor for itself, its successors and assigns hereby agrees that the following activities shall be prohibited in said Private Open Space Conservation Easement Areas:
 - (a) The construction and placing of buildings, camping accommodations, mobile homes or sanitary waste disposal systems.
 - (b) The placing or erecting of signs, billboards, or similar advertising materials or structures of any kind or nature whatsoever.

- (c) The making of any topographic changes in or to the Private Conservation Easement Areas. The general topography of the landscape of said Private Conservation Easement Areas shall be maintained in their present state or condition. Topographic changes shall include, without limiting the generality of the foregoing, the cutting of trees (excepting as may be required by good tree husbandry and maintenance); filling, excavating, dredging, mining or drilling; removal of topsoil, sand, gravel, rocks or minerals; alteration of natural or existing watercourses or drainage.
- (d) The use or application within the Private Conservation Easement Areas of any pesticides, poisons, biocides, fertilizers, or electronic pest control devices.
- (e) The draining of wetlands, burning of marshlands, or disturbance and/or change in the natural habitats of the Private Conservation Easement Areas.
- (f) The manipulation or alteration of natural watercourses, lakeshores, marshes Or other water bodies, or any uses of or activities upon said Private Conservation Easement Areas which could be detrimental to water purity or to any vegetative wildlife or hydrological function.
- (g) The operation of bicycles, snowmobiles, dune buggies, motorcycles, minibikes, go-carts, all terrain vehicles, golf carts, or any other types of motorized vehicles upon or within such Private Conservation Easement Areas.
- (h) The dumping or placing of trash, ashes, leaves, grass clippings, waste, rubbish, garbage, junk or unsightly or offensive materials within or upon the Private Conservation Easement Areas. In the event that any such materials shall be deposited within or upon the Private Conservation Easement Areas, the owner of record of the real property then encumbered by the Private Conservation Easement Areas shall remove any such materials from the Private Conservation Easement Areas within thirty (30) days of the date upon which the then owner of record of the real property encumbered by the Private Conservation Easement Areas shall receive from the Grantee written notice that such materials be removed.
- (i) The removal or destruction of trees, shrubs, natural vegetation, the killing of wildlife, spraying pesticides, or any other activities or uses detrimental to drainage, flood control, water conservation, erosion control, soil conservation, wildlife or the maintenance of the land and water areas in their open natural condition, except as may be required by good husbandry practices.
- (i) The construction and/or installation of roads or driveways.

2. The Grantee shall not be deemed to have waived or forfeited the right to initiate any future action as shall be necessary or required in order to cure any violation of the terms of this Private Conservation Easement in the event that the Grantee shall fail to initiate any such action as to any prior violation
3. The easements herein granted and declared shall run with the land and be construed as a burden appurtenant to the Private Conservation Easement Areas and as a benefit running in favor of the Town of North Stonington and its successors and assigns. Without in anyway affecting or diminishing the quantum of the easements conveyed and declared herein, Grantor and such successor owner of any areas encumbered by the Private Conservation Easements herein conveyed, for themselves, their heirs, successors and assigns here by agree that they shall remain wholly responsible for the care, maintenance and control of the premises in and upon which the easements are granted, and shall indemnify and hold the Grantee harmless from any claims, suits, actions, losses, damages, costs and expenses including, without limitation, reasonable attorney's fees arising from or with respect to the premises encumbered by the Private Conservation Easements granted herein.
4. The conservation restrictions described herein shall run with the land in perpetuity and shall be binding upon the Grantor, its successors and assigns.
5. The Town of North Stonington may enforce these restrictions by any appropriate proceedings at law, in equity or by administrative proceedings against any person or persons violating or attempting to violate the same. Any such enforcement or proceeding shall be prosecuted in accordance with the following procedures which enforcement may include, but not be limited to, an attempt to restrain the violation or to recover damages:
 - (a) In the event that Grantee becomes aware of a violation of the terms of this Conservation Easement, Grantee shall give written notice to Grantor and request corrective action sufficient to abate such violation and restore the Conservation Easement to a condition substantially similar to that which existed prior thereto. Failure by Grantor to: (i) discontinue or cure such violation within the time period reasonably specified in such notice; (ii) immediately begin good faith efforts to discontinue, abate, or cure such violation where completion of such action cannot be reasonably accomplished within the specified time period and to diligently continue such efforts until completion; or (iii) initiate and continue such other corrective action as may be reasonably requested by Grantee, shall entitle Grantee to: (w) bring an action at law or in equity in a Court of competent jurisdiction to enforce the terms of this Conservation Easement; (x) require the restoration of the Conservation Easement Areas to a condition substantially similar to that which existed prior thereto; (y) enjoin any non-compliance by temporary or permanent injunction; and (z) recover any damages arising from such violation or non-compliance.

- (b) If Grantee, at its sole discretion, reasonably exercised, determines that emergency circumstances require immediate action to prevent or mitigate significant damage to the conservation values to be protected by this Conservation Easement, Grantee may pursue its remedies under this Paragraph 5 without prior notice to Grantor or without waiting for the period for cure to expire. In such event, Grantee shall provide Grantor with immediate notice of all actions taken by it pursuant to the provisions of this Paragraph 5 of this Conservation Easement.

6. Notice and Approval.

- (a) When notice to Grantee pursuant to Paragraph 5(a) is required pursuant to the terms of this Conservation Easement, Grantor shall provide Grantee with at least thirty (30) days prior written notice of the scope and timing of the proposed activity, and the method and manner with which such activity will be accomplished, including a written description of any action planned to protect the Purpose of this Conservation Easement. Within such period, Grantee may comment on the proposed activities, suggest changes or actions in the timing, method and manner of the proposed activities, and request any actions reasonably necessary to prevent a result that is inconsistent with the Purpose of this Conservation Easement or an adverse impact on any important environmental elements or resources on or within the Conservation Easement Areas, such as threatened or endangered species and critical, rare or unusual habitat. Notwithstanding the foregoing sentence, Grantor may, in Grantor's sole discretion, proceed with such activity after the notice period has expired if such activity conforms with the Purpose of this Conservation Easement.
- (b) When notice to and the approval of Grantee is required pursuant to the provisions of Paragraph 6(a) of this Conservation Easement, Grantor shall provide Grantee with at least thirty (30) days written notice of the scope and timing of the proposed remedial activity and the method and manner with which such activity will be accomplished sufficient for Grantee to determine its impact on the Purpose of the Conservation Easement. Within such period, Grantee may comment upon the proposed remedial activity, require amendments or other actions reasonably necessary to protect the ecological value of the Conservation Easement Areas or the Purpose of this Conservation Easement; and shall provide its written approval or disapproval of such activity. Such approval shall be granted or denied at the sole discretion of the Grantee; provided, however, that such discretion is reasonably exercised.
- (c) When Grantee receives a request for its approval pursuant to Paragraph 6(b), Grantee shall respond, in writing, within thirty (30) days beginning on the date of receipt of Grantor's written request therefor; provided, however, in the event Grantee notifies Grantor in writing that additional relevant information is required in order for it to make an informed decision about the impact of the proposed activity, the time period for Grantee's response shall be extended by an additional fifteen (15) business days from the date of receipt of such information. Grantee shall evaluate Grantor's notice and requests in accordance with the good faith

exercise of scientific judgment. In the event Grantee withholds approval, it shall notify Grantor in writing with reasonable specificity of its reasons for withholding approval and the conditions or changes in methodology, if any are known to Grantee, on which approval might otherwise be given. Failure of Grantee to respond in writing within such time period shall be deemed to constitute approval by Grantee of any requests submitted for approval that are not inconsistent with the Purpose of this Conservation Easement. Grantee shall not approve any proposed change or activity that would be inconsistent with the Purpose of this Conservation Easement.

7. The benefits of this Conservation Easement shall be in gross and shall not be Assignable by the Grantee except in the event of the termination of the corporate existence of the Grantee in which event this Conservation Easement may be assigned to an entity which qualifies as a publicly supported, qualified conservation organization under Section 170(h) of the Internal Revenue Code of 1986, as amended; and the laws of the State of Connecticut as an eligible donee to receive a grant of a conservation easement directly. In such event, and as a condition of any such assignment, such Assignee shall agree, in writing, that the Purpose of this Conservation Easement shall continue to be carried out in perpetuity. In the event of the termination of the corporate existence of the Grantee, Grantee agrees to consult with Grantor to ensure that the Assignee has a primary conservation purpose that is consistent with the Purpose of this Conservation Easement. Any attempted assignment by Grantee of the benefits of this Conservation Easement contrary to the terms hereof shall be invalid, void and of no effect.
8. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate. Grantor and Grantee may by mutual written agreement jointly amend this Conservation Easement; provided, however, that no amendment shall be made that will adversely affect the qualification of this Conservation Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and Title 47, Sections 42a-42c of the Connecticut General Statutes. Any such amendment shall be consistent with the Purpose of this Conservation Easement and shall not diminish the restrictions set forth in Section 1 or its perpetual duration as a charitable use. Any such amendment shall be executed by Grantee or by Grantee's permitted Assignee in and to the benefits of this Conservation Easement and by the record owner or owners of the real property encumbered by the Conservation Easement and shall be filed for record in the North Stonington Connecticut Land Records. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment. Grantee shall not approve any proposed amendment that allows additional development rights to accrue to the benefit of the Conservation Easement Areas.

9. The Grantor agrees that the Grantor will, during the construction within the Jeremy Hill Resubdivision, delineate the perimeter of the Open Space Conservation Easement Areas which are adjacent to areas of construction with wooden stakes and/or orange or fluorescent tags installed at intervals of not more than 50 feet in order to render the Open Space Conservation Easement Areas readily identifiable in the field. In addition, consistent with Section 6.6.2, 14. of the Subdivision Regulations, the Grantor agrees to define the perimeter of the Open Space Conservation Easement Areas with permanent markers which will be installed by a licensed land surveyor and maintained by the Grantor or its successors. The Grantor shall, prior to the sale of lots, post signs delineating the location of the Open Space Conservation Easement Areas. The signs are available for purchase from the Conservation Commission and should be placed approximately six feet above ground and at intervals of no more than 50 feet through forested areas but may be spaced at 100-foot intervals along roads, stone walls, water bodies or through open fields. The Grantor shall provide a digital file of the Open Space Conservation Easement boundary to the Town of North Stonington in a format acceptable to the GIS Coordinator.
10. The Grantee may enter the Private Open Space Conservation Easement Areas at all reasonable times in order to determine if the Grantor is complying with the purposes and conditions of this easement and the covenants herein set forth. This grant is not intended to convey any right to enter the Private Open Space Conservation Easement Areas to the public generally.
11. Invalidation of any one of the restrictions, conditions or covenants herein contained shall not affect any of the other restrictions, conditions or covenants, which other restrictions, conditions or covenants shall remain in full force and effect.

PARTIAL RELEASE OF MORTGAGE

KNOW ALL PEOPLE BY THESE PRESENTS, that MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC having an office in DAVALLS TEXAS, for good and valuable consideration, does hereby release and discharge from the lien and operation of the following:

Mortgage from Samantha L. Storey in the original principal amount of \$209,000.00 dated April 29, 2005, and recorded in Volume 170 at Page 668 of the North Stonington Land Records.

That certain parcel of land, with the buildings and all other improvements thereon, situated in the Town of North Stonington, County of New London and State of Connecticut, and is attached hereto as Schedule A, which is shown as "Conservation Easement" on a map entitled:

"Jeremy Hill Resubdivision - Existing Conditions Plan - Prepared for Samantha Storey 149 Mystic Road, North Stonington, CT - Scale: 1"=50' - Date: Jan 10, 2006 - Sheet 2 of 4" Revised to 04/28/08; Revised to 5/22/06; Revised to 6/16/06 by McFarland Johnson, Inc.

This instrument is intended to release the referenced parcel only and is not intended to affect the remainder of the Premises, as defined in the Mortgage Documents, or to impair any other mortgage or interest not hereby released.

The Mortgage Documents, except as herein released, are to remain in full force and effect and shall be binding upon the parties hereto and their respective successors, heirs and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto caused to be set its corporate hand this 27 day of August, 2008.

Witnessed by: [Signature]
[Signature]

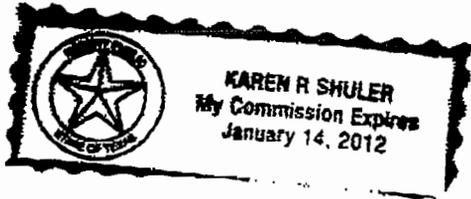
BY [Signature]
Its Assistant Secretary

STATE OF Texas
COUNTY OF Dallas

ss. 2008

Personally appeared Shannon Jenkins, Assistant Secretary of Mortgage Electronic Registration Systems, Inc. signer of the foregoing, and acknowledged the same to be his/her free act and deed as such, and the free act and deed of the bank, before me,

Karen R Shuler
Notary Public/My Commission Expires: 1-14-2012



**149 Mystic Road ("Conservation Easement")
NORTH STONINGTON, CT
Schedule 'A'**

Reference is made to a map entitled:

"Jeremy Hill Resubdivision - *Existing Conditions* Plan - Prepared for Samantha Storey 149 Mystic Road, North Stonington, CT - Scale:1"=50' - Date: Jan 10, 2006 - Sheet 2 of 4" Revised to 04/28/08 by McFarland Johnson, Inc.

Being all that certain piece or parcel of land situated in the Town of North Stonington, County of New London and State of Connecticut, said parcel being more particularly bounded and described as follows:

Beginning at the northeasterly corner of the herein described parcel -

Thence running N 88°12'18" W by land N/F Miriam & Robert H. Coates, a distance of 410.17' to a point;

Thence running S 02°02'48" W a distance of 268.00' to a point;

Thence running along N 79°56'52" E by land N/F Samantha L. & James J. Storey a distance of 279.78' to a point;

Thence running N 13°02'20" E by said Coates land, a distance of 116.29' to a point;

Thence running N 51°45'27" E by said Coates land a distance of 150.00' to the point and place of beginning.

Said parcel contains 1.74 acres of land, be it the same more or less.

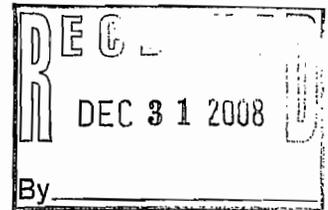
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CONWAY & LONDREGAN, P.C.

ATTORNEYS AT LAW
38 HUNTINGTON STREET
P.O. BOX 1351

NEW LONDON, CONNECTICUT 06320-1351



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December 30, 2008

* OF COUNSEL
** BOARD CERTIFIED TRIAL ATTORNEY

Attorney Frank N. Eppinger
9 Mason's Island Road
Mystic, CT 06355

Re: Development Associates, Incorporated / Town of North Stonington
Land on Chester Main Road, North Stonington

Dear Frank:

I am sending you the original quitclaim deed, conveyance tax forms and resolution for the transfer of property on Chester Main Road to the Town of North Stonington.

Very truly yours,
CONWAY & LONDREGAN, P.C.

A handwritten signature in black ink, appearing to read "Michael W. Sheehan".

Michael W. Sheehan

MWS/aaf
Enc.

Development Associates Inc.
To

A certain parcel of land including Williams Cemetery situated on the westerly side of Chester Main Road in the Town of North Stonington, County of New London, and State of Connecticut, said parcel as shown on a plan entitled "PLAN SHOWING CHESTER MAIN ESTATES WEST SUBDIVISION PROPERTY OF DEVELOPMENT ASSOCIATES, INC. CHESTER MAIN ROAD NORTH STONINGTON, CONNECTICUT SCALE: 1"=50' DECEMBER 1994 LAST REVISED: FEBRUARY 22, 1995 SHEET 3 OF 5", said plans are recorded in the North Stonington Town Clerk's office, said parcel bounded and described as follows:

Beginning at a drill hole set in the westerly line of the Chester Main Road marking a northeast corner of the herein described parcel and the southeast corner of Lot 2.04 as shown on said plan and

Thence running southwesterly, 27.73 feet abutting the westerly line of said road to a drill hole set in said line marking the northeast corner of Lot 2.05;

Thence turning an interior angle of $115^{\circ}-38'-03''$ and running westerly, 203.05 feet abutting the northerly line of Lot 2.05 to a rebar set in a stonewall corner marking a northwest corner of Lot 2.05 and the northeast corner of the Williams Cemetery;

Thence turning an interior angle of $268^{\circ}-52'-39''$ and running southerly, 68.89 feet in part along the center of a stonewall to a rebar set in a stonewall corner;

Thence turning an interior angle of $88^{\circ}-29'-47''$ and running westerly, 69.00 feet to a rebar set in a stonewall corner;

Thence turning an interior angle of $94^{\circ}-23'-46''$ and running northeasterly, 65.75 feet to a rebar set in a stonewall corner marking a northeast corner of lot 2.05, the last two (2) courses running along the center of a stonewall, the last three (3) courses abutting said lot 2.05;

Thence turning an interior angle of $180^{\circ}-00'-00''$ and running northeasterly, 25.01 feet abutting the easterly line of parcel designated as west buffer to a point in the southerly line of lot 2.04;

Thence turning an interior angle of $88^{\circ}-13'-48''$ and running easterly, 288.13 feet abutting the southerly line of lot 2.04 to the point of beginning, the last described course making an interior angle of $64^{\circ}-21'-57''$ with the first described course.

Said parcel contains an area of 11,796 sq. ft. or 0.27 acres.

Said parcel is also subject to access to West Buffer from the Chester Main Road.

Development Associates, Inc
To

A certain parcel of land situated westerly from the westerly side of Chester Main Road in the Town of North Stonington, County of New London, and State of Connecticut, said parcel is shown as West Buffer on a plan entitled "PLAN SHOWING CHESTER MAIN ESTATES WEST SUBDIVISION PROPERTY OF DEVELOPMENT ASSOCIATES INC. CHESTER MAIN ROAD NORTH STONINGTON, CONNECTICUT SCALE: 1"=50' DECEMBER 1994 LAST REVISED: FEBRUARY 22, 1995 SHEETS 2 AND 3 OF 5", said plans are recorded in the North Stonington Town Clerk's office, said parcel bounded and described as follows:

Beginning at a drill hole set in a stonewall marking the southeast corner of the herein described parcel in the easterly line of land n/f of Hilding L. & Gloria R. Carlson as shown on said plan and

Thence running northwesterly, 32.36 feet along the center of a stonewall abutting said land of Carlson to a drill hole found in a stonewall junction in the easterly line of land n/f of Joan F. Vandale and marking the northerly corner of said land of Carlson;

Thence turning an interior angle of $125^{\circ}-38'-39''$ and running northeasterly, 277.59 feet along the center of a stonewall abutting said land of Vandale to a drill hole found in said stonewall marking the northeast corner of said land of Vandale and the southeast corner of land n/f of Brenda S. Bennett;

Thence turning an interior angle of $169^{\circ}-47'-19''$ and running northeasterly, 199.52 feet to a drill hole found in a stonewall angle;

Thence turning an interior angle of $190^{\circ}-16'-31''$ and running northeasterly, 100.39 feet to a drill hole found in a stonewall angle;

Thence turning an interior angle of $193^{\circ}-38'-21''$ and running northeasterly, 110.22 feet to an iron pipe found in a stonewall angle;

Thence turning an interior angle of $177^{\circ}-56'-39''$ and running northeasterly, 83.68 feet to a drill hole found at the northerly end of a stonewall, the last four (4) courses running along the center of a stonewall;

Thence turning an interior angle of $190^{\circ}-24'-25''$ and running northeasterly, 24.98 feet to a drill hole found at the southerly end of a stonewall;

Thence turning an interior angle of $196^{\circ}-13'-42''$ and running northerly, 112.23 feet along the center of a stonewall to a drill hole found in a stonewall junction marking the northeast corner of said land of Bennett and the southeast corner of land n/f of Robert D. Tobin, the last six (6) courses abutting said land of Bennett;

Thence turning an interior angle of $167^{\circ}-28'-07''$ and running northeasterly, 49.10 feet to a drill hole found in a stonewall angle;

Thence turning an interior angle of $179^{\circ}-16'-41''$ and running northeasterly, 60.71 feet to a drill hole found in a stonewall angle;

Thence turning an interior angle of $184^{\circ}-07'-39''$ and running northeasterly, 116.56 feet to a drill hole found in a stonewall angle;

Thence turning an interior angle of $180^{\circ}-50'-38''$ and running northeasterly, 297.46 feet to a drill hole found in a stonewall angle;

Thence turning an interior angle of $153^{\circ}-16'-26''$ and running northeasterly, 96.23 feet to a point in a stonewall marking the southwest corner of Lot 2, the last five (5) courses running along the center of a stonewall abutting said land of Tobin;

Thence turning an interior angle of $116^{\circ}-07'-21''$ and running easterly, 32.22 feet abutting the southerly line of Lot 2 to a drill hole set in said line marking the northwest corner of Lot 2.04;

Thence turning an interior angle of $64^{\circ}-03'-32''$ and running southwesterly, 103.78 feet to a drill hole set at an angle point;

Thence turning an interior angle of $205^{\circ}-27'-23''$ and running southerly, 229.20 feet to a rebar set at a lot corner;

Thence turning an interior angle of $270^{\circ}-29'-05''$ and running easterly, 139.59 feet to a rebar set in the southerly line of Lot 2.04 and marking the northwest corner of the access parcel to Williams Cemetery, the last three (3) courses abutting Lot 2.04;

Thence turning an interior angle of $91^{\circ}-46'-12''$ and running southwesterly, 25.01 feet abutting the westerly line of said access parcel to Williams Cemetery to a rebar set in a stonewall corner marking a northeast corner of Lot 2.05;

Thence turning an interior angle of $88^{\circ}-13'-48''$ and running westerly, 140.57 feet to a rebar set at a lot corner;

Thence turning an interior angle of $269^{\circ}-30'-55''$ and running southerly, 250.50 feet to a rebar set at an angle point marking the southwest corner of Lot 2.05 and the northwest corner of Lot 2.06, the last two (2) courses abutting Lot 2.05;

Thence turning an interior angle of $185^{\circ}-48'-04''$ and running southerly, 151.01 feet to a rebar set at an angle point;

Thence turning an interior angle of $158^{\circ}-13'-20''$ and running southwesterly, 109.89 feet to a drill hole set marking the southwest corner of Lot 2.06 and the northwest corner of Lot 2.07, the last two (2) courses abutting Lot 2.06;

Thence turning an interior angle of 180° and running southwesterly, 92.91 feet to a drill hole set at an angle point;

Thence turning an interior angle of $167^{\circ}-11'-02''$ and running southwesterly, 106.61 feet to a rebar set at an angle point, the last two (2) courses abutting Lot 2.07;

Thence turning an interior angle of $169^{\circ}-40'-24''$ and running southwesterly, 199.66 feet abutting in part the westerly line of Lots 2.07, 2.08 and 2.09 to a rebar set at an angle point;

Thence turning an interior angle of $189^{\circ}-30'-32''$ and running southwesterly, 293.74 feet abutting in part the westerly line of Lots 2.09 and 2.10 to the point of beginning, the last described course making an interior angle of $55^{\circ}-03'-17''$ with the first described course.

Said parcel contains an area of 43,998 sq. ft. or 1.01 acres.

The grantors also convey a right of access for the Chester Main Road over to 25' strip to the Williams Cemetery as shown on said plans.

Development Associates, Inc.

Two (2) certain strips or parcels of land situated on the easterly side of Chester Main Road in the Town of North Stonington, County of New London, and State of Connecticut, said strips or parcel being the East Trail as shown on a plan entitled "PLAN SHOWING CHESTER MAIN ESTATES EAST SUBDIVISION PROPERTY OF DEVELOPMENT ASSOCIATES INC. CHESTER MAIN ROAD AND WYASSUP ROAD NORTH STONINGTON, CONNECTICUT SCALE: 1"=50' DECEMBER 1994 LAST REVISED: FEBRUARY 22, 1995 SHEETS 2, 3, 4, 5, 6 AND 7", said plans are recorded in the North Stonington Town Clerk's office, said strip or parcel is bounded and described as follows:

East Trail (North):

Beginning at a point in a stonewall and angle point in the southeasterly line of Chester Main Road marking the northeast corner of the herein described East Trail in the westerly line of land n/f of George W. & Carroll W. Miner as shown on said plan and

Thence running southerly, 549.11 feet to a drill hole set in a stonewall angle;

Thence turning an interior angle of $180^{\circ}-47'-26''$ and running southerly, 165.19 feet to a drill hole set in a stonewall junction;

Thence turning an interior angle of $178^{\circ}-49'-57''$ and running southerly, 454.47 feet to a drill hole set in a stonewall angle;

Thence turning an interior angle of $180^{\circ}-17'-08''$ and running southerly, 414.65 feet to a drill hole set in a stonewall angle;

Thence turning an interior angle of $183^{\circ}-13'-33''$ and running southerly, 350.97 feet to an iron pipe found in a stonewall junction in the northwesterly line of land n/f of Lucille W. Ruddy marking the southwest corner of said land of Miner;

Thence turning an interior angle of $123^{\circ}-19'-58''$ and running southwestly, 262.50 feet to a drill hole set in a stonewall angle;

Thence turning an interior angle of $183^{\circ}-31'-02''$ and running southwestly, 12.49 feet to a drill hole set at the southwestly end of a stonewall, the last two (2) courses running along the center of a stonewall;

Thence turning an interior angle of $179^{\circ}-14'-08''$ and running southwestly, 29.23 feet in part along the center of a stonewall to a drill hole set in a stonewall junction marking the northwest corner of said land of Ruddy and the northerly corner of land n/f of Margeret L. & William D. Clarke, the last three (3) courses abutting said land of Ruddy;

Thence turning an interior angle of $177^{\circ}-08'-05''$ and running southwesterly, 230.46 feet to a rebar set in a stonewall angle;

Thence turning an interior angle of $182^{\circ}-26'-20''$ and running southwesterly, 31.23 feet to a drill hole set in a stonewall junction;

Thence turning an interior angle of $178^{\circ}-02'-57''$ and running southwesterly, 396.89 feet to a drill hole found in a stonewall junction marking the southwest corner of said land of Clarke and a northwest corner of land n/f of Pickwick Farms Inc, the last three (3) courses running inpart along the center of a stonewall abutting said land of Clarke;

Thence turning an interior angle of $163^{\circ}-47'-04''$ and running southwesterly, 274.21 feet to a drill hole set in a stonewall corner;

Thence turning an interior angle of $273^{\circ}02'-57''$ and running southeasterly, 51.03 feet to a drill hole set in a stonewall, the last two (2) courses running along the center of a stonewall;

Thence turning an interior angle of $100^{\circ}-04'-02''$ and running southwesterly, 57.47 feet to a rebar set at an angle point;

Thence turning an interior angle of $118^{\circ}-57'-32''$ and running westerly, 590.07 feet to a rebar set in the easterly line of Chester Main Road marking the northwest corner of Lot 3.11 the last four (4) courses abutting said land of Pickwick Farms Inc. and in part Lot 3.11;

Thence turning an interior angle of $90^{\circ}-53'-07''$ to the chord of a curve to the right having a radius of 375.00 feet for an arc distance of 30.01 feet abutting the easterly line of said road to a drill hole set in said line marking the southwest corner of Lot 3.10;

Thence turning an interior angle of $89^{\circ}-06'-53''$ from the chord of the last described course and running southeasterly, 492.76 feet abutting the southerly line of Lot 3.10 to a rebar set at the southeast corner of Lot 3.10;

Thence turning an interior angle of $227^{\circ}-55'-29''$ and running northeasterly, 361.93 feet to a rebar set at an angle point;

Thence turning an interior angle of $196^{\circ}-10'-42''$ and running northeasterly, 947.69 feet to a rebar set at an angle point, the last two (2) courses abutting in part the southeasterly line of Lots 3.10, 3.09, 3.08, 3.07, and 3.04;

Thence turning an interior angle of $236^{\circ}-19'-45''$ and running northerly, 335.63 feet to a rebar set at an angle point;

Thence turning an interior angle of $176^{\circ}-47'-22''$ and running northerly, 1035.06 feet to a rebar set at an angle point;

Thence turning an interior angle of $180^{\circ}-07'-11''$ and running northerly, 537.79 feet to a rebar set in the southerly line of Chester Main Road and northeast corner of Lot 3.01, the last three (3) courses abutting the easterly line of Lots 3.04, 3.03, and 3.01;

Thence turning an interior angle of $110^{\circ}-10'-37''$ and running easterly abutting the southerly line of said road 31.96 feet to the point of beginning, the last described course marking an interior angle of $69^{\circ}-46'-48''$ with the first described course.

Said East Trail North contains an area of 116,708 sq. ft. or 2.68 acres.

East Trail (South):

Beginning at a drill hole set in a stonewall in the northeasterly line of Wyassup Road marking the southeasterly corner of the herein described East Trail and the southwest corner of land n/f of Alfred H. Crofts, Jr. as shown on said plans and

Thence running northwesterly along a curve to the left having a radius of 545.00 feet for an arc distance of 30.88 feet abutting said northeasterly line of Wyassup Road to a rebar set in said line marking a southeast corner of Lot 3.15;

Thence turning an interior angle of $103^{\circ}-41'-35''$ from the chord of the last described course and running northeasterly, 133.20 feet to a rebar set at a corner;

Thence turning an interior angle of $83^{\circ}-46'-33''$ and running southeasterly, 127.30 feet to a rebar set at a southeast corner of Lot 3.15, the last two (2) courses abutting Lot 3.15;

Thence turning an interior angle of $265^{\circ}-47'-00''$ and running northeasterly 627.93 feet abutting the southeasterly line of Lots 3.15 & 3.14 to a rebar set at easterly corner of Lot 3.14;

Thence turning an interior angle of $286^{\circ}-10'-21''$ and running northwesterly, 562.17 feet abutting the northeasterly line of Lot 3.14 to a rebar set at the northeast corner of Lot 3.14 and the southeast corner of Lot 3.13;

Thence turning an interior angle of $104^{\circ}-33'-53''$ and running northeasterly 836.11 feet to a rebar set at an angle point;

Thence turning an interior angle of $241^{\circ}-32'-40''$ and running northwesterly, 120.86 feet to a rebar set at an angle point;

Thence turning an interior angle of $216^{\circ}-32'-26''$ and running westerly, 160.60 feet to a rebar set at a corner point;

Thence turning an interior angle of $90^{\circ}-00'-00''$ and running northeasterly, 30.00 feet to a rebar set in the southerly line of land n/f of Pickwick Farms Inc., marking the northwest corner of the herein described East Trail (south), the last four (4) courses abutting in part Lots 3.13, 3.12, and 3.11;

Thence turning an interior angle of $90^{\circ}-00'-00''$ and running southeasterly, 170.51 feet to a drill hole set a stonewall;

Thence turning an interior angle of $143^{\circ}-27'-34''$ and running southeasterly along the center of a stonewall, 148.63 feet to a drill hole set in said stonewall;

Thence turning an interior angle of $118^{\circ}-27'-20''$ and running southwesterly, 830.78 feet to a rebar set at an angle point;

Thence turning an interior angle of $255^{\circ}-26'-07''$ and running southeasterly, 547.67 feet to a point on line;

Thence turning an interior angle of 180° and running southeasterly, 30.74 feet to a rebar set in a stonewall marking the northerly corner of land n/f of Alfred H. Crofts, Jr., the last five (5) courses abutting said land of Pickwick Farms Inc.;

Thence turning an interior angle of $73^{\circ}-28'-31''$ and running southwesterly, 127.58 feet to a drill hole set in a stonewall angle;

Thence turning an interior angle of $180^{\circ}-25'-05''$ and running southwesterly, 234.74 feet to a drill hole set in a stonewall angle;

Thence turning an interior angle of $180^{\circ}-01'-07''$ and running southwesterly, 333.74 feet to a drill hole found in a stonewall corner;

Thence turning an interior angle of $94^{\circ}-04'-57''$ and running northwesterly, 121.61 feet to a rebar found in a stonewall junction;

Thence turning an interior angle of $276^{\circ}-13'-02''$ and running southwesterly, 106.54 feet to the point of beginning, the last five (5) courses running along the center of a stonewall abutting said land of Crofts, the last described course making an interior angle of $76^{\circ}-18'-51''$ with the chord of the first described course.

Said East Trail (south) contains an area of 77,901 sq. ft. or 1.79 acres.

STATEMENT — REAL ESTATE CONVEYANCE TAX

Name of Grantor DEVELOPMENT ASSOCIATES, INCORPORATED Name of Grantee TOWN OF NORTH STONINGTON

To Town Clerk of NORTH STONINGTON, Connecticut:

The following information is submitted with reference to property at

parcels of land on Chester Main Road

and in accordance with Secs. 12-494 to 12-503 inclusive of the 1969 Supplement as amended by Public Act 158 of the 1971 Session of the Connecticut General Assembly:

Check and insert applicable pertinent data:*

Full purchase price, including assumed or existing mortgages, liens, etc. \$

Not subject to tax for following reason:

(Check appropriate reason)

No consideration paid;

Consideration other than money;

Deed to or by the United States, State of Connecticut, any municipality or any agency, political subdivision or instrumentality thereof;

Tax deed;

Deed of partition.

Signed Dwight H. Ketelhut, Jr.
Type name here: President of Development Seller or Representative Associates, Incorporated

Date 2/29/08

*If the purchase price exceeds \$100 but does not exceed \$500, the tax shall be 55¢.

For each additional \$500 or fraction of purchase price there shall be collected an additional 55¢.

No deduction shall be made for the amount of any mortgages or liens remaining upon the property at the time of the sale even though not assumed by the grantee.





CERTIFICATE OF CORPORATE RESOLUTION

OF

DEVELOPMENT ASSOCIATES, INCORPORATED

THIS IS TO CERTIFY that at a duly called meeting of the Directors of DEVELOPMENT ASSOCIATES, INCORPORATED (the "Corporation") held on February 1, 2008, at which all Directors were present, the following Resolution was unanimously adopted:

RESOLVED, that the Corporation convey three (3) tracts of "riding trail" lands it owns in North Stonington, Connecticut, to the Town of North Stonington; and

RESOLVED, that DWIGHT H. KETELHUT, JR., President of the Corporation and is hereby authorized to execute and deliver any and all documentation and information necessary to effectuate said conveyance to the Town of North Stonington.

The undersigned hereby certifies that she is the Secretary of the Corporation, that the Corporation is in existence and good standing under the laws of the State of Connecticut, that there have been no changes to the by-laws of the Corporation, and that the foregoing is a full, true, and complete copy of the resolutions adopted at said meeting and that said resolutions are now in full force and effect.

Dated at North Stonington, Connecticut, this 1 day of February, 2008

Helen R. Ketelhut

Helen R. Ketelhut

Secretary

Town Meeting 3/2/09
Copy ~~of~~ for

Robin

Renton Road
Green Falls LLC
ASSOC.
Conservation
Easement ~~from~~ FNE

#3

DECLARATION AND GRANT OF CONSERVATION EASEMENT IN FAVOR OF THE TOWN OF NORTH STONINGTON

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, that **GREEN FALLS ASSOCIATES, LLC**, a Connecticut limited liability company with an office and place of business in the Town of Ledyard, County of New London and State of Connecticut (the "Grantor"), for good and valuable consideration (other than money) received to Grantor's full satisfaction, does by these presents in accordance with Connecticut General Statutes §§ 47-42a through 42c, inclusive, declare, grant, bargain, sell, assign and convey unto **THE TOWN OF NORTH STONINGTON**, a municipal corporation with an office and place of business at 40 Main Street in the Town of North Stonington, County of New London and State of Connecticut ("Grantee") and to Grantee's successors and assigns forever, the following **CONSERVATION EASEMENT** pursuant to said Connecticut General Statutes §§ 47-42a through 42c, inclusive, together with a right to enforce the same pursuant to §47-42b of the Connecticut General Statutes in, over, along and across those areas more particularly shown as "Conservation Easement Cross Hatched Area In Accordance With Requirements Of The North Stonington Inland Wetlands Watercourses And Conservation Commission" on a certain map or plan entitled "Plan Showing Wyassup Brook Subdivision Property Of Green Falls Associates LLC Reutemann Road Assessors Map 259, Lot 9.01 North Stonington, Connecticut Scale: 1"=50' January 2003 Revised April 7, 2003 Per Conditions Of Approval Sheets 3 Of 5 And 4 Of 5 Dieter Gardner & Mereen, Inc. Land Surveying - Planning Engineering 19 Military Highway Gales Ferry, CT 06335 Ph (860) 464-7455 Fax (860) 464-5028 dieter.gardner@snet.net" which Conservation Easement Area is more particularly bounded and described as follows:

A certain tract or parcel of land, situated on the northwesterly side of Reutemann Road in the Town of North Stonington, County of New London and State of Connecticut and being more particularly designated as "Conservation Easement Crossed Hatched Area in Accordance With Requirements of the North Stonington Inland Wetlands Watercourses and Conservation Commission" on a certain map or plan entitled "Plan Showing Wyassup Brook Subdivision Property of Green Falls Associates LLC Reutemann Road Assessors Map 259, Lot 9.01 North Stonington, Connecticut Scale: 1"=50' January 2003 Revised April 7, 2003 Per Conditions of Approval Sheets 3 of 5 and 4 of 5 Dieter Gardner & Mereen, Inc. Land Surveying - Planning Engineering 19 Military Highway Gales Ferry, CT 06335 Ph (860) 464-7455 Fax (860) 464-5028 dieter.gardner@snet.net", which conservation easement area is more particularly bounded and described on said plan.

PURPOSE:

The Conservation Easement Area contain wetlands and adjacent upland habitat areas. The area hereinbefore described shall be kept as open space in its natural and open state and restricted from any development with buildings or otherwise, or any use other than as open space to protect the wetlands located within said Conservation Easement Area and the upland habitat area adjacent to said wetlands located within said Conservation Easement Area, as a sanctuary for the native wildlife and native wild plants currently located within said Conservation Easement Area.

1. The Grantor for itself, its successors and assigns hereby agrees that it shall retain the afore-described Conservation Easement Area in its present natural, scenic and open condition and that it shall be used only for passive uses which will keep the area in a natural state. Without limiting the generality of the foregoing, the Grantor for itself, its successors and assigns hereby agrees that the following activities shall be prohibited in said Conservation Easement Area:

- (a) The construction and placing of buildings, camping accommodations, mobile homes or sanitary waste disposal systems.
- (b) The placing or erecting of signs, billboards, or similar advertising materials or structures of any kind or nature whatsoever.

- (c) The making of any topographic changes in or to the Private Conservation Easement Area. The general topography of the landscape of said Private Conservation Easement Area shall be maintained in its present state or condition. Topographic changes shall include, without limiting the generality of the foregoing, the cutting of trees (excepting as may be required by good tree husbandry and maintenance); filling, excavating, dredging, mining or drilling; removal of topsoil, sand, gravel, rocks or minerals, or alteration of natural or existing watercourses or drainage.
 - (d) The use or application within the Conservation Easement Area of any pesticides, electronic pest control devices, poisons, biocides or fertilizers.
 - (e) The draining of wetlands, burning of marshlands, or disturbance and/or change in the natural habitats of the Conservation Easement Area.
 - (f) The manipulation or alteration of natural watercourses, lakeshores, marshes or other water bodies, or any uses of or activities upon said Conservation Easement Area which could be detrimental to water purity or to any vegetative wildlife or hydrological function.
 - (g) The operation of bicycles, snowmobiles, dune buggies, motorcycles, minibikes, go carts, all terrain vehicles, golf carts or any other types of motorized vehicles upon or within such Conservation Easement Area.
 - (h) The dumping or placing of trash, ashes, leaves, waste, rubbish, garbage, junk, grass clippings or unsightly or offensive materials within or upon the Conservation Easement Area. In the event that any such materials shall be deposited within or upon the Conservation Easement Area, the owner of record of the real property then encumbered by the Conservation Easement Area shall remove any such materials from the Conservation Easement Area within thirty (30) days of the date upon which the then owner of record of the real property encumbered by the Conservation Easement Area shall receive from the Grantee written notice that such materials be removed.
 - (i) The removal or destruction of trees, shrubs, natural vegetation, the killing of wildlife, spraying pesticides, or any other activities or uses detrimental to drainage, flood control, water conservation, erosion control, soil conservation, wildlife or the maintenance of the land and water areas in their open natural condition.
 - (j) The construction and/or installation of roads or driveways.
2. The Grantee shall not be deemed to have waived or forfeited the right to initiate any future action as shall be necessary or required in order to cure any violation of the terms of this Conservation Easement in the event that the Grantee shall fail to initiate any such action as to any prior violation.
 3. The easements herein granted and declared shall run with the land and be construed as a burden appurtenant to the Conservation Easement Area and as a benefit running in favor of the Grantee and its successors and assigns. Without in any way affecting or diminishing the quantum of the easements conveyed and declared herein, Grantor and each successor owner of any areas encumbered by the Conservation Easements herein conveyed, for themselves, their heirs, successors and assigns hereby agree that they shall remain wholly responsible for the care, maintenance and control of the premises in and upon which the easements are granted, and shall indemnify and hold the Grantee harmless from any claims, suits, actions, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees arising from or with respect to the premises encumbered by the Conservation Easements granted herein.
 4. The Conservation Restrictions described herein shall run with the land in perpetuity and shall be binding upon the Grantor, its successors and assigns.
 5. The Grantee may enforce these restrictions by any appropriate proceedings at law, in equity or by administrative proceedings against any person or persons violating or attempting to violate the same.

Any such enforcement or proceeding shall be prosecuted in accordance with the following procedures:

- (a) In the event that Grantee becomes aware of a violation of the terms of this Conservation Easement, Grantee shall give written notice to Grantor and request corrective action sufficient to abate such violation and restore the Conservation Easement to a condition substantially similar to that which existed prior thereto. Failure by Grantor to: (i) discontinue or cure such violation within the time period reasonably specified in such notice; (ii) immediately begin good faith efforts to discontinue, abate or cure such violation where completion of such action cannot be reasonably accomplished within the specified time period and to diligently continue such efforts until completion; or (iii) initiate and continue such other corrective action as may be reasonably requested by Grantee, shall entitle Grantee to: (w) bring an action at law or in equity in a Court of competent jurisdiction to enforce the terms of this Conservation Easement; (x) require the restoration of the Conservation Easement Area to a condition substantially similar to that which existed prior thereto; (y) enjoin any non-compliance by temporary or permanent injunction; and (z) recover any damages arising from such violation or non-compliance. In any action prosecuted by the Grantee to enforce the provisions of this Conservation Easement which result in a favorable determination in favor of the Grantee, the Grantee shall be entitled to recover, in addition to all other damages and remedies provided herein, the reasonable costs and expenses, including attorneys fees, incurred by the Grantee in the prosecution of such action.
- (b) If Grantee, in its sole discretion, reasonably exercised, determines that emergency circumstances require immediate action to prevent or mitigate significant damage to the conservation values to be protected by this Conservation Easement, Grantee may pursue its remedies under this Paragraph 5 without prior notice to Grantor or without waiting for the period for cure to expire. In such event, Grantee shall provide Grantor with immediate notice of all actions taken by it pursuant to the provisions of this Paragraph 5 of this Conservation Easement.

6. Notice and Approval.

- (a) When notice to Grantee pursuant to Paragraph 5(a) is required pursuant to the terms of this Conservation Easement, Grantor shall provide Grantee with at least thirty (30) days prior written notice of the scope and timing of the proposed activity, and the method and manner with which such activity will be accomplished, including a written description of any action planned to protect the Purpose of this Conservation Easement. Within such period, Grantee may comment on the proposed activities, suggest changes or actions in the timing, method and manner of the proposed activities, and request any actions reasonably necessary to prevent a result that is inconsistent with the Purpose of this Conservation Easement or an adverse impact on any important environmental elements or resources on or within the Conservation Easement Area, such as threatened or endangered species and critical, rare or unusual habitat. Notwithstanding the foregoing sentence, Grantor may, in Grantor's sole discretion, proceed with such activity after the notice period has expired if such activity conforms with the Purpose of this Conservation Easement.
- (b) When notice to and the approval of Grantee is required pursuant to the provisions of Paragraph 6(a) of this Conservation Easement, Grantor shall provide Grantee with at least thirty (30) days written notice of the scope and timing of the proposed remedial activity and the method and manner with which such activity will be accomplished sufficient for Grantee to determine its impact on the Purpose of this Conservation Easement. Within such period, Grantee may comment upon the proposed remedial activity, require amendments or other actions reasonably necessary to protect the ecological value of the Conservation Easement Area or the Purpose of this Conservation Easement; and shall provide its written approval or disapproval of such activity. Such approval shall be granted or denied at the sole discretion of the Grantee; provided, however, that such discretion is reasonably exercised.

- (c) When Grantee receives a request for its approval pursuant to Paragraph 6(b), Grantee shall respond, in writing, within thirty (30) days beginning on the date of receipt of Grantor's written request therefor; provided, however, in the event Grantee notifies Grantor in writing that additional relevant information is required in order for it to make an informed decision about the impact of the proposed activity, the time period for Grantee's response shall be extended by an additional fifteen (15) business days from the date of receipt of such information. Grantee shall evaluate Grantor's notice and requests in accordance with the good faith exercise of scientific judgment. In the event Grantee withholds approval, it shall notify Grantor in writing with reasonable specificity of its reasons for withholding approval and the conditions or changes in methodology, if any are known to Grantee, on which approval might otherwise be given. Failure of Grantee to respond in writing within such time period shall be deemed to constitute approval by Grantee of any requests submitted for approval that are not inconsistent with the Purpose of this Conservation Easement. Grantee shall not approve any proposed change or activity that would be inconsistent with the Purpose of this Conservation Easement.
7. The benefits of this Conservation Easement shall be in gross and shall not be assignable by the Grantee except in the event of the termination of the corporate existence of the Grantee in which event this Conservation Easement may be assigned to an entity which qualifies as a publicly supported, qualified conservation organization under Section 170(h) of the Internal Revenue Code of 1986, as amended; and the laws of the State of Connecticut as an eligible donee to receive a grant of a conservation easement directly. In such event, and as a condition of any such assignment, such Assignee shall agree, in writing, that the Purpose of this Conservation Easement shall continue to be carried out in perpetuity. In the event of the termination of the corporate existence of the Grantee, Grantee agrees to consult with Grantor to ensure that the Assignee has a primary conservation purpose that is consistent with the Purpose of this Conservation Easement. Any attempted assignment by Grantee of the benefits of this Conservation Easement contrary to the terms hereof shall be invalid, void and of no effect.
 8. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Conservation Easement; provided, however, that no amendment shall be made that will adversely affect the qualification of this Conservation Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and Title 47, Sections 42a-42c of the Connecticut General Statutes. Any such amendment shall be consistent with the Purpose of this Conservation Easement and shall not affect its perpetual duration as a charitable use. Any such amendment shall be executed by Grantee or by Grantee's permitted Assignee in and to the benefits of this Conservation Easement and by the record owner or owners of the real property encumbered by the Conservation Easement and shall be filed for record in the North Stonington, Connecticut Land Records. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment. Grantee shall not approve any proposed amendment that allows additional development rights to accrue to the benefit of the Conservation Easement Area.
 9. The Grantor agrees that the Grantor will delineate the perimeter of the Conservation Easement Area with permanent identification markers which shall be installed (i) at intervals of not greater than three hundred (300') feet. Said permanent identification markers will be installed by a licensed land surveyor. The design, content and location of the identification markers shall be reasonably satisfactory to the Grantor and the Town of North Stonington Conservation Commission.
 10. The Grantee may enter the Conservation Easement Area at all reasonable times in order to determine if the Grantor is complying with the purposes and conditions of this easement and the covenants herein set forth. This grant is not intended to convey any right to enter the Conservation Easement Area to the public generally.
 11. Invalidation of any one of the restrictions, conditions or covenants herein contained shall not affect any of the other restrictions, conditions or covenants, which other restrictions, conditions or covenants shall remain in full force and effect.
 12. The conservation easements granted herein were retained by Green Falls Associates, LLC in (i) a Warranty Deed from Green Falls Associates, LLC to Kenneth Startz and Kimballi Startz (Lot 9.03) dated May 9, 2003 and recorded in Volume 153, Page 429 of the North Stonington Land Records

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Town of
North Stonington, Connecticut

**Authorizing Resolution of the
Town of North Stonington**

I Norma J. Holliday, do hereby certify that the following is a true and correct copy of the Special Town Meeting minutes at which a resolution adopted by the Legislative Body on, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect.

Resolved: That Nicholas H. Mullane, II, First Selectman, be and is hereby authorized to act on behalf of the Town of North Stonington in executing a Memorandum of Understanding with the State of Connecticut Department of Emergency Management and Homeland Security, for participation in the FY 2009 Emergency Management Performance Grant Program.

In Witness Whereof:

The undersigned has affixed her signature this nd day of , 2009.

Norma J. Holliday, Town Clerk

Town Seal

AUTHORIZING RESOLUTION OF THE

(insert name of governing body--for example, town council)

CERTIFICATION:

I, _____, do hereby certify that the following is a true and correct copy of
(keeper of the records—for ex. town clerk or secretary of council)

a resolution adopted by _____ at its meeting on July _____, 2008, at which a
(name of governing body)

quorum was present and acting throughout, and that the resolution has not been modified, rescinded,

or revoked and is at present in full force and effect.

RESOLVED:

That the _____, be and hereby is authorized to act on behalf of the
(Title and name of person signing MOU)

_____ in executing a Memorandum of Understanding with the State of
(name of governing body)

Connecticut, Department of Emergency Management and Homeland Security, for participation in

the FY 2009 Emergency Management Performance Grant program. IN WITNESS WHEREOF:

The undersigned

has affixed their signature this _____ day of _____ 2008.
(Date) (Month)

(Name and title of record keeper)

(or "L.S." if no seal)

PLACE
SEAL
HERE

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5

December 30, 2008

Hon. Nicholas H. Mullane II
First Selectman
Town of North Stonington
Town Hall
40 Main Street
North Stonington, CT
06359

Re: Unimproved road

Dear Mr. Mullane:

This is to follow up on our conversation concerning the unimproved portion of Sleepy Hollow Road that transects a portion of our property. I am writing to ask that the Town consider returning ownership of this strip of land to us.

By way of background, our predecessors in title, Oscar and Bertha Murphy, executed a quit claim deed to the Town on August 4, 1959 for a strip of land in conjunction with plans by the Town to realign Sleepy Hollow Road and, possibly, to continue the road in order to connect it with Chester Main Road. This deed is recorded in Volume 29, page 531 of the conveyance records located in Town Hall.

From a review of contemporary Town and Selectmen meeting records, it appears that in 1954 town officials discussed both the realignment of Sleepy Hollow Road and its continuation through our property and that of our neighbors, the Miners, in order to join it with Chester Main Road. The record indicates that on September 7, 1954, two selectmen met with our neighbor, Palmer Miner, to discuss the possibility that the Miners would grant the Town a right of way across their property in order to connect Sleepy Hollow Road with Chester Main Road in return for the construction of a bridge on the Miner property.

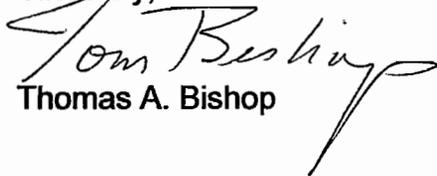
A few years later, on May 27, 1957, a group of residents, including the Murphys petitioned the Town to improve and hard surface Sleepy Hollow Road a total distance of .9 miles from its junction with Route 49. This petition was approved and, at some later date, the road was aligned and paved to the beginning of our property. Also, on September 17, 1958, at a Special Town Meeting, it was agreed that the construction of Sleepy Hollow Road would continue from the terminus set at the September 7, 1954 meeting, to connect it with the Chester Main Road, near the Peabody Cemetery.

As you know, the continuation of Sleepy Hollow Road through our property and the Miners to connect with Chester Main Road did not occur. As a consequence, the

first portion of our driveway is, in fact, an unimproved Town road which comes to a termination approximately .1 miles from the end of the paved portion of Sleepy Hollow Road. While this situation has not caused us any inconvenience, we would like to have this portion returned to our ownership as it appears the Town has no use for it and, I assume, no interest in its maintenance. As we have no plans to subdivide our property, we can see no advantage to having the extra frontage this unimproved road gives to us. Additionally, the return of this portion of our driveway to our ownership will help insure that any future owners would not be inclined to attempt to develop the property in that area.

Thank you for your kind consideration of this request. Please let me know if there is any further information we can provide to you.

Sincerely,

A handwritten signature in cursive script that reads "Tom Bishop". The signature is written in black ink and is positioned above the printed name.

Thomas A. Bishop

December 30, 2008

Hon. Nicholas H. Mullane II
First Selectman
Town of North Stonington
Town Hall
40 Main Street
North Stonington, CT
06359

Re: Unimproved road

Dear Mr. Mullane:

This is to follow up on our conversation concerning the unimproved portion of Sleepy Hollow Road that transects a portion of our property. I am writing to ask that the Town consider returning ownership of this strip of land to us.

By way of background, our predecessors in title, Oscar and Bertha Murphy, executed a quit claim deed to the Town on August 4, 1959 for a strip of land in conjunction with plans by the Town to realign Sleepy Hollow Road and, possibly, to continue the road in order to connect it with Chester Main Road. This deed is recorded in Volume 29, page 531 of the conveyance records located in Town Hall.

From a review of contemporary Town and Selectmen meeting records, it appears that in 1954 town officials discussed both the realignment of Sleepy Hollow Road and its continuation through our property and that of our neighbors, the Miners, in order to join it with Chester Main Road. The record indicates that on September 7, 1954, two selectmen met with our neighbor, Palmer Miner, to discuss the possibility that the Miners would grant the Town a right of way across their property in order to connect Sleepy Hollow Road with Chester Main Road in return for the construction of a bridge on the Miner property.

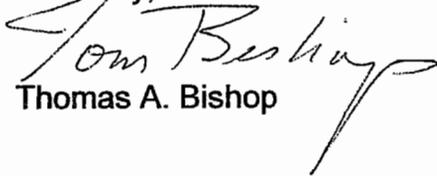
A few years later, on May 27, 1957, a group of residents, including the Murphys petitioned the Town to improve and hard surface Sleepy Hollow Road a total distance of .9 miles from its junction with Route 49. This petition was approved and, at some later date, the road was aligned and paved to the beginning of our property. Also, on September 17, 1958, at a Special Town Meeting, it was agreed that the construction of Sleepy Hollow Road would continue from the terminus set at the September 7, 1954 meeting, to connect it with the Chester Main Road, near the Peabody Cemetery.

As you know, the continuation of Sleepy Hollow Road through our property and the Miners to connect with Chester Main Road did not occur. As a consequence, the

first portion of our driveway is, in fact, an unimproved Town road which comes to a termination approximately .1 miles from the end of the paved portion of Sleepy Hollow Road. While this situation has not caused us any inconvenience, we would like to have this portion returned to our ownership as it appears the Town has no use for it and, I assume, no interest in its maintenance. As we have no plans to subdivide our property, we can see no advantage to having the extra frontage this unimproved road gives to us. Additionally, the return of this portion of our driveway to our ownership will help insure that any future owners would not be inclined to attempt to develop the property in that area.

Thank you for your kind consideration of this request. Please let me know if there is any further information we can provide to you.

Sincerely,

A handwritten signature in cursive script that reads "Tom Bishop". The signature is written in black ink and is positioned to the right of the typed name "Thomas A. Bishop".

Thomas A. Bishop

STATE OF RHODE ISLAND)
COUNTY OF WASHINGTON)

ss: Town of Westerly
February 4, 1960.

Personally appeared Matthew Morse, signed and sealer of the foregoing instrument, and he acknowledged the same to be his free act and deed, before me.

C. WARREN BUBIER NOTARY PUBLIC
C. Warren Bubier Notary Public SEAL
My commission expires 6-30-61

Received for Record February 4, A.D., 1960 at 1:40 o'clock P.M.

ATTEST: *Catharine P. McGowan* ASSISTANT TOWN CLERK.

17068

AGREEMENT

This AGREEMENT made and entered into this 1st day of September, 1959, by and between Eugene A. Anderson, Jr. and Marjorie Anderson of Town of North Stonington, Conn., Parties of the First Part, and Annette Witzgall of said North Stonington, party of the second part.

WITNESSETH

That the parties of the first part for \$1.00 and other valuable considerations hereby agrees to lease to the party of the second part a strip of land twelve feet wide and extending from the right of way known as Sleepy Hollow Road in the Town of North Stonington, Conn. and owned by the town of North Stonington, in a northerly direction as far as is required to provide adequate entrance and exit facilities to the property of the party of the second part, This land shall follow the eastern boundary of land owned by the party of the first part as evidenced by deeds now on file in the Town Hall of the town of North Stonington,

This lease shall not run with the land, but shall be subject to renegotiation between the parties of the first part and any succeeding owner taking title to adjoining land now owned by the party of the second part.

IN WITNESS WHEREOF I have hereunto subscribed my name and set my seal this 1st day of September in the year of our Lord, One Thousand Nine Hundred and Fifty-nine.

EUGENE A. ANDERSON JR. (SEAL)
MARGORIE ANDERSON (SEAL)
ANNETTE WITZGALL (SEAL)

Witness:
BERTHA N. MURPHY

Notary Public
SEAL

Received for record February 5, A.D. 1960 at 2:35 o'clock P.M.....

ATTEST: *Catharine P. McGowan* ASSISTANT TOWN CLERK.

17069

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: THAT we, EUGENE ATWOOD ANDERSON, JR., MARGORIE W. ANDERSON, OSCAR F. MURPHY, BERTHA N. MURPHY, WALTER L. WESTON, MATILDA EMMA WESTON, ANNETTE WITZGALL, FRANK W. YORK AND ALLIS E. YORK, all of the Town of North Stonington, County of New London and State of Connecticut, for divers good causes and considerations thereunto moving, especially for One Dollar (\$1.00) and other good and valuable considerations received to our full satisfaction of TOWN of North Stonington, a municipal corporation having its territorial limits within the County of New London and State of Connecticut, have remise, released and forever quit-claimed, and do by these presents, for ourselves and heirs, justly and absolutely remise, release, and forever quit-claim unto the said Town of North Stonington, its successors and assigns, for highway purposes, all such right and title as we, the said Releasors have or ought to have in or to a certain fifty (50) feet proposed road as more fully shown on plans entitled, "Plan Showing Alignment and Property Owners Sleepy Hollow Road North Stonington Conn. Scale 1 inch= 40 feet May 2, 1959 Sheet 1, of 2 H.A. Emerson Land Surveyor 3012" and "Plan Showing Alignment and Property Owners Sleepy Hollow Road North Stonington, Conn. Scale 1 inch= 40 feet May 2, 1959 Sheet 2 of 2 H.A. Emerson Land Surveyor 3012", both on file in the North Stonington Land Records. Said fifty (50) feet roadway being known as the Sleepy Hollow Road and runs westerly from the Voluntown- Westerly Road also know as Route #49 to land of Oscar F. Murphy and Bertha M. Murphy.

There is also conveyed and released to the said Town of North Stonington, its successors and assigns any drainage rights which may be necessary in connection with the construction, building and the maintenance of said Sleepy Hollow Road; and there is conveyed the further right to clean, maintain, repair and do any other necessary act for the maintenance of said drain or drains and drainage rights.

TO HAVE AND TO HOLD the premises unto it, the said Releasee, and to its successors and assigns, to the only use and behoof of said Releasee, its successors and assigns forever, so that neither we, the said Releasors, nor any other persons or persons in our name and behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 4th day of August in the year of our Lord nineteen hundred and fifty-nine.

Signed, sealed and delivered in presence of:
Charles R. Brown
Fred L. Chapman II

Eugene Atwood Anderson Jr. (L.S.)
Eugene Atwood Anderson Jr.

by Moderator.

III. The petition of Fred L. Champion, Sr. and sixty-five others was taken up. Motion made and seconded to improve by paving of that portion of Dennison Hill Road extending from the end of the asphalt pavement in the vicinity of Clarks Falls northerly to the Town Line of the Town of Voluntown.

Vote taken and motion declared carried in the affirmative, by Moderator.

IV. The petition of Alfred Linderson and twenty-six others was taken up. Motion made and seconded to improve Wa-Wog Road from Northwest Corner Road the distance of approximately one (1) mile to the property of Charles Lamphere, to widen to at least 30 feet and oil to conform with all hard surfaced Town Roads.

Vote taken and motion declared carried in the affirmative by moderator.

Meeting adjourned.

Charles R. Brown, Town Clerk.

Received for record September 18, 1958.

ATTEST Charles R. Brown Town Clerk.

JANUARY 7, 1959

William A. Morgan, Jr., appointed Judge of Court for Town of North Stonington.

Sworn in by Charles R. Brown, Town Clerk on the 7th day of January, 1959.

Charles R. Brown, Town Clerk.

Received for record January 7, A.D. 1959.

ATTEST Charles R. Brown Town Clerk.

FEBRUARY 3, 1959.

Howard B. Hoxie, appointed Special Constable by Selectmen.

Sworn in by Charles R. Brown, Town Clerk on the 3rd day of February 3, 1959.

Charles R. Brown, Town Clerk

Received for record February 3, 1959.

ATTEST: Charles R. Brown Town Clerk.

SPECIAL TOWN MEETING

The electors and citizens qualified to vote in town meetings of the Town of North Stonington are hereby notified and warned that a special town meeting of said town will be held in the Elementary School in said town at 8 o'clock P.M. on the 30th day of March, 1959, for the following purposes, to wit:

1. To hear the report and act upon the recommendations of the North Stonington School Building Committee.
2. To consider and act upon a proposal to authorize the School Building Committee to instruct the architect to prepare working drawings and detailed specifications for a four class-room addition to the Elementary School and to obtain bids thereon, and to appropriate the sum of \$2700 for this purpose. The sum of \$2700 has been approved by the Board of Finance.
3. To consider and act upon a proposal to authorize the School Building Committee to instruct the architect to prepare alternate working drawings and detailed specifications for a six class-room addition and to obtain alternate bids thereon, and to appropriate the additional sum of \$1700 for the purpose, it being understood that the authorization to build and the decision of whether to build a six or four class-room addition is withheld until actual construction costs are established. The sum of \$1700 has been approved by the Board of Finance.
4. To consider and act upon a proposal to authorize the Selectmen to apply to the State Board of Education, State of Connecticut, for state aid for the purpose of building an addition to the Elementary School.

State of Connecticut)
County of New London) ss. North Stonington, June 9, 1958.
Personally appeared Ruth E. Maine, duly appointed Assistant
Registrar (Democratic) and I administered the Oath of Office.
Charles R. Brown, Town Clerk
Received for record June 9, A.D. 1958.

ATTEST: Charles R. Brown Town Clerk.

NORTH STONINGTON
SPECIAL TOWN MEETING

This is to warn all those who have a right by law to vote in
Town Meeting in the Town of North Stonington, State of Connecticut
to meet at the Elementary School Auditorium, in said Town of
North Stonington on Wednesday, September 17, 1958, at 8:30 P.M.,
to hear and act upon the following matters;

1. To hear and act upon resolution providing for the filling
of any vacancies which may arise in membership of School Building
Committee.
2. To act upon the petition of E. A. Anderson, Jr. and twenty-
five others of the Town of North Stonington to include in the
Town Road System and continue construction of the Sleepy Hollow
Road, so-called, from the terminus as voted in previous meeting
(.9 Mile from former Connecticut Route #95) at the residence of
Oscar F. Murphey, to a junction with the Carol Main Road, near
the Peabody Cemetery.
3. To act upon the petition of Fred L. Champion, Sr., and
sixty-five others of the Town of North Stonington for the improve-
ment by paving of that portion of Dennison Hill Road extending
from the end of the asphalt pavement in the vicinity of Clarks
Falls, northerly to the Town Line of the Town of Voluntown.
4. To act upon the petition of Alfred Linderson and twenty-
six others of the Town of North Stonington for improvements of
Wa-Wog road from Northwest Corner road the distance of approxi-
mately one (1) mile to the property of Charles Lamphere, to
widen to at least 30 feet and oil to conform with all hard
surfaced town roads.
5. To do any other business proper to come before said meeting.

Dated at North Stonington this 11th day of September, 1958.

Ralph I. Main, Jr.
(Ralph I. Main, Jr.)
Richard E. White
(Richard E. White)

(Frederick L. Champion III)

SELECTMEN.

Received for record September 12, A.D. 1958.

ATTEST: Charles R. Brown Town Clerk.

SEPTEMBER 17, 1958. MINUTES OF SPECIAL TOWN MEETING

Agreeable to the warning legally made, the Electors of said
Town of North Stonington, met at the time and place, named in
said warning and voted accordingly.

Meeting was called to order by the Town Clerk at 8:35 P.M.
at the Elementary School.

Leo P. Boucher was nominated and elected Moderator.
Town Clerk, Charles R. Brown, acted as clerk.

I. The following resolution was presented, voted upon and
accepted by a voice vote.

"Resolve; That vacancies (excepting Representatives of the
Board of Education, Board of Finance and Board of Selectmen) on
the School Building Committee shall be filled by majority vote of
its members."

II. The petition of E. A. Anderson, Jr. and twenty-five others
was taken up, motion made and recorded to include in Town Road
System and continue construction of the Sleepy Hollow Road, so-
called at the residence of Oscar F. Murphey, to a junction with
the Carol Main Road, near the Peabody Cemetery.

Vote taken and motion declared carried in the affirmative

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6. Item 6 in the call was taken up and after several questions as to whether we were voting to have Anniversary or just to Elect Committee to formulate plans for Anniversary. The moderator ruled and motion was made and seconded to Elect Committee by George H. Stone. The following Committee was elected;

Brower Hewitt, Chairman
 George H. Stone, Secretary and Treasurer

7. Item 7 in the call was taken up and motion made by Charles Cottrell and seconded that Steepy Hollow Road be improved and hard surface nine tenths of a mile. Vote was taken and Moderator declared that motion carried.

8. Item 8 in the call was taken up and as there was no motion made or comments made, moderator moved on to the next item in the call.

9. Item 9 in the call was taken up and motion made by Brower Hewitt and seconded that said item be adopted, Vote was taken and motion declared carried.

The following were elected to Committee;

Brower Hewitt
 Carroll J. Wilkinson
 Aubrey H. Whitelaw
 J. Oswald Parisette
 Richard D. Parant

10. Item 10 was taken up and after several questions motion was made to authorize the Selectmen to extend and improve Yawbux Valley Road, Two hundred and fifty feet. Vote was taken and Moderator declared carried.

11. As there was no other business proper to come before said meeting, motion was made and seconded to adjourn. Motion Carried. Adjournment 10:10 P.M....

Charles R. Brown, Clerk.

TOWN OF NORTH STONINGTON, CONNECTICUT
 Proposed Budget for the year ending June 30, 1958
 SELECTMEN'S BUDGET

REVENUES	ACTUAL 1955-1956	ESTIMATED 1956-1957	ESTIMATED 1957-1958
Property taxes-Previous Levies		\$ 1000.00	
Interest & Lien Fees	\$ 839.54	250.00	250.00
Dog Licenses Collections	378.25	400.00	400.00
Justice Court - Fines	1797.00	800.00	1500.00
Interest on Town Deposit Fund	219.73	200.00	200.00
Permits-Liquor, Cubins, etc.	30.00	250.00	30.00
State Grant-Town Aid Roads	22366.16	41000.00	39000.00
State Grant for Welfare	460.25	520.00	520.00
State Grant in Lieu of Taxes	440.46	350.00	350.00
State Grant-New Elementary School	3435.11	3435.11	3435.11
State Grant-New Secondary School		3262.50	3262.50
Withdrawal from So-called Cossaduc Hill Road Sinking Fund		2662.50	2497.50
Dog Damage and Fox Bounties	348.25	300.00	100.00
Temporary Loan in Anticipation of Taxes		10000.00	10000.00
Rental of Town Machinery	152.00	500.00	300.00
Public Health Nursing Service	1215.17	500.00	600.00
State Grant for Nursing Service	1779.48	2716.00	2744.00
Small Claims Court	21.00	25.00	25.00
Cossaduc Hill Road	1323.91		
Miscellaneous Items	1030.95		
TOTAL REVENUES	\$35837.26	\$68171.11	\$65214.11

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January 7, 1957;

At a meeting of the Selectmen of the Town of North Stonington held January 7, 1957, William F. Morgan, Jr. was chosen as Trial Justice.

On January 9, 1957, William F. Morgan, Jr. personally appeared and I administered the oath of office as Trial Justice,

Attest; Charles R. Brown,
Town Clerk.

Received for record January 10, 1957.

Attest Charles R. Brown Town Clerk

January 9, 1957

William F. Morgan, Jr., Trial Justice, appointed David L. Stillman as Prosecuting Grand Juror and Morgan K. McGuire as Alternating Prosecuting Grand Juror.

Received for record January 10, 1957.

Attest Charles R. Brown Town Clerk.

NOTICE ANNUAL BUDGET and SPECIAL TOWN MEETING

This is to warn all those who have a right to vote in Town Meeting in the Town of North Stonington, Connecticut, to meet in the Elementary School Auditorium, in said Town of North Stonington, May 27, 1957, at 8:30 P.M., D.S.T., to hear and act upon the following matters;

1. To hear and act upon the Budget prepared by the Board of Finance for the fiscal year beginning July 1, 1957.

2. To act upon the following resolution;

"RESOLVED, That the Town of North Stonington shall have, and hereby votes to have, its Annual Town Meeting on the first Monday in April of each year hereafter, commencing with the first Monday in April, 1958, and that any and all votes of the Town of North Stonington fixing a later date are hereby rescinded."

3. To act upon the request of the Board of Education that their expenditures for the current year over and above the amounts authorized by the regular Town Meeting held May 28, 1956, be approved in the amount of approximately \$6300.

4. To authorize and empower the Selectmen to borrow Ten Thousand (\$10,000.) Dollars in the name and in behalf of the Town, for necessary expenditures in anticipation of Taxes.

5. To authorize and empower the Selectmen to enter into agreement with the Highway Commissioner for the expenditures of all highway funds to become available to the Town of North Stonington from the State for the fiscal year beginning July 1, 1957, under the provisions of Chapter 106 of the General Statutes, Revision 1949 and supplements thereto.

6. To act upon petition of George H. Stone and thirty other legal voters of the Town of North Stonington to Elect a Committee, consisting of a Chairman, Secretary, Treasurer, to formulate plans for the One Hundred Fiftieth anniversary of the Town of North Stonington.

7. To act upon the petition of Oscar F. Murphey and twenty-six other residents of the Town of North Stonington to improve and hard surface Sleepy Hollow Road nine tenths (.9) mile west from Connecticut #95, according to specifications of the State Aid Program.

8. To act upon the petition and resolution of Edward J. Beierholm and twenty-three other property owners; "BE IT RESOLVED that the taxpayers and electors of the Town of North Stonington, in town meeting assembled, hereby vote to accept as a part of the town's regular highway system that part of Lakeside Drive, so-called, a road 50 feet in width extending from Cassaduck Hill Road, so-called, a distance of 706.5 feet to the intersection of Loretta Avenue, as shown on plan of lots at Blue Lake, North Stonington, Conn., surveyed for James Pettine and Michael Fitzpatrick by William W. Pike, surveyor, July 2, 1953, scale one inch equals 50 feet."



FOWLER RD. # 2

FOWLER RD. # 3

GRINDSTONE

HANGING

HILL

HILL

ROAD # 1

PUTT

HOLLOW

ROAD # 1

HILL

.02

.12
SLEEPY

2400

ROAD SLEEPY HOLLOW RD. # 2

BROOK

HILL

BROOK

PENLETON

49

49

216

CLARK'S

REUTEMANN

ROAD

ROAD

Sp...

TOWN OF NORTH STONINGTON

MILES OF LOCALLY MAINTAINED ROADS AS OF DECEMBER 31, 2007

NUM	DIR	STREET NAME	GRID	UNIMP. MILES	IMP. MILES
69	N	ANNA FARM RD EAST	C 02	.55	.01
64	N	ANNA FARM RD WEST	B 02	.49	.01
2	E	ANTHONY RD	P 13		1.02
3	E	BABCOCK RD	J 11		1.75
62	E	BILLINGS RD	H 03		.77
63	N	BILLINGS RD EXT	J 03		.09
5	N	BOOM BRIDGE RD	O 10		3.04
6	N	BUTTON RD	D 01		1.53
7	W	CEDAR DR	H 14		.42
8	N	CEDARCREST DR	H 14		.03
9	N	CHESTER MAIN RD	J 10		2.07
11	N	DENNISON HILL RD	P 07		3.81
10	E	EAST CLARKS FALLS RD	P 09		1.01
12	E	ELLA WHEELER RD	M 14		.37
70	W	FARM POND RD	K 14		.14
13	N	FOREST DR	H 14		.06
14	N	FOWLER RD NO 1	M 07		1.05
54	W	FOWLER RD NO 2	L 07		.02
4	N	FOWLER RD NO 3	M 07	.11	
15	E	GRINDSTONE HILL RD	L 07		1.46
16	N	HANGMAN HILL RD	L 08		1.96
18	S	HEWITT RD	H 10	.47	
19	N	HICKORY LA	H 14		.10
20	S	HOLLOWELL RD	A 02		.28
65	N	HOLLY LA	G 11		.12
21	S	JEREMY HILL RD	F 12		1.17
22	N	JOHNSON RD	M 02		.28
23	S	KINGSWOOD DR	G 11		.42
25	E	LAKE OF ISLES RD	B 05	.54	.03
26	S	LANTERN HILL RD	B 10		1.02
58	S	LAURELWOOD RD	G 11		.20
27	E	LEGEND WOOD RD NO 1	H 04	.22	.35
71	E	LEGEND WOOD RD NO 2	M 03	.16	.04
28	W	MAIN ST	H 11		.90
29	S	MEADOW WOOD DR	H 11		.36
66	N	MILL VILLAGE PENTWAY	J 13		.13
30	N	MILLER RD	F 04		1.53
59	E	MILLTOWN RD	C 08		.48
32	S	MINER PENTWAY	K 14		.08
33	N	MURPHY RD	K 05	.42	.02
1	S	NORTH ANGUILLA RD	K 14		.48
34	E	NORTHWEST CORNER RD	A 02		4.31
35	E	OAK DR	H 14		.23
37	S	OLD COLONY RD	G 12		.74
56	S	PINECREST RD	H 12		.65
38	E	PINEWOODS RD	P 08	1.21	
39	W	POND DR	H 14		.49
40	E	PUTTKER RD	N 07		.98

TOWN OF NORTH STONINGTON

MILES OF LOCALLY MAINTAINED ROADS AS OF DECEMBER 31, 2007

NUM	DIR	STREET NAME	GRID	UNIMP. MILES	IMP. MILES
41	E	RAVENWOOD RD NO 1	H 12		.10
61	W	RAVENWOOD RD NO 2	G 12		.32
43	W	REUTEMANN RD	J 10		1.98
60	N	RHONDA LA	G 12		.14
44	N	ROCKY HOLLOW RD	H 13		1.44
45	E	RYDER RD	F 09		1.64
57	E	SHARON LA	G 12		.17
46	W	SLEEPY HOLLOW RD NO 1	M 08	.12	.76
55	E	SLEEPY HOLLOW RD NO 2	L 08	.02	
47	W	STARLIGHT LA	G 11		.09
31	E	STILLMAN RD	M 13		1.27
67	N	STONY BROOK RD	H 14		.19
68	N	SURREY LA	L 12		.13
48	N	SWANTOWN HILL RD	D 05	1.79	1.05
49	N	TOM WHEELER RD	N 06	.77	1.37
50	W	WINTECHOG HILL RD	C 08		2.82
52	N	WYASSUP LAKE RD	J 05		1.04
51	N	WYASSUP RD	H 07		5.74
53	N	YAWBUX VALLEY RD	G 09		.84

TOTAL UNIMPROVED MILES AS OF DECEMBER 31, 2007 6.87
 TOTAL IMPROVED MILES AS OF DECEMBER 31, 2007 57.10
 TOTAL MILES AS OF DECEMBER 31, 2007 63.97

#

6



Town of
North Stonington, Connecticut

Date: March 4, 2009

To: Board of Finance

From: Board of Selectmen

Re: FY 2008-09 Leasing vs. Purchase of Highway Truck

The Board of Selectmen, after notifying your Board, has borrowed funds rather than lease for the purchase of a vehicle for the Public Works Highway Department since the borrowing rates were better for the Town.

The Town's auditor is of the opinion that we need to reaffirm the borrowing vs. lease at a Town Meeting; therefore we are requesting an additional appropriation of \$29,385, line item CC 1.05, which was the final amount necessary to purchase the vehicles.

APPROVED BY A VOTE OF 3 TO 0 BY SELECTMEN

Nicholas H. Mullane II
Nicholas H. Mullane, II, First Selectman

Approved 5-0-0
3/11/09
Mullane



Town of
North Stonington, Connecticut

Purchase of Two (2) Trucks with Sanders and Plows

Budget/Cost Estimate

\$120,000

Actual Cost for Vehicles and Attachments

\$109,385

Savings/Balance for cash purchase

\$10,615

Funds were taken from:

CC 1.05 \$20,000 Cash down payment

CC1.07 \$60,000

\$40,000 was borrowed from Citizens Bank at a 3.26% interest rate, payable August 2009

TOWN OF NORTH STONINGTON
PROPOSED BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2009

SUMMARY OF BUDGETS

				Actual	Approved	Add'l Approp	Proposed	
				2006/07	2007/08	/Transfers	2008/09	Change
SCHEDULE C - CAPITAL EXPENDITURES								
HIGHWAY DEPARTMENT								
CC	1.00	New or Used Equipment		15,683	15,750	40,050T	16,225	
CC	1.01	Miscellaneous Equipment		5,000	5,000		5,000	
CC	1.02	Mower/Tractor		0	0		0	
CC	1.03	Garage Wash Station		0	0		0	
CC	1.04	Pick Up Truck (using TAR Funds)		0	0		0	
→	CC 1.05 ***	Equipment Lease/Buy (2 Dump Trucks & another truck)		34,552	34,552		54,552	
→	CC 1.06	One-Ton Utility Truck		0	0		0	
→	CC 1.07	Dump Truck/Sander/Plow		96,475	0		60,000	
	CC 1.08	Dump Truck/Sander/Plow (Revenue from TAR Funds)		110,000	0		0	
	CC 1.09	Backhoe		94,297	0		0	
CC	1	TOTAL HIGHWAY DEPARTMENT		356,007	55,302		135,777	80,475
CC	2	TOTAL TRANSFER STATION/BULKY WASTE AREA		0	5,000		5,000	
SELECTMEN								
CC	3.00	Ambulance Association - Equipment		13,522	8,720		11,600	
CC	3.01	Computer - Town Clerk/Tax Collector/Assessor		0	0		0	
CC	3.02	Computer - Town Hall		23,140	16,000		16,500	
CC	3.03	Copier - Probate Court/Recreation		0	0		0	
CC	3.04	Dog Pound Maintenance		4,452	0		2,000	
CC	3.05	EDC Study		0	0		0	
CC	3.06	EDC Welcome Signs		2,000	2,000		0	
CC	3.07	EDC - Village Signs		2,500	0		0	
CC	3.08	General Government Financial Software		0	0		0	
CC	3.10	Recreation - Basketball/Tennis Courts Maintenance		2,376	3,250		0	
CC	3.11	Recreation - Pavillion and Reconditioning Playing Fields		3,248	3,000		2,500	
CC	3.12	Selectmen's Office Equipment and Furniture		2,236	5,000		5,000	
CC	3.13	Senior Citizen's Center		2,200	0		0	
CC	3.14	Senior Citizen Center - Mini-Coach		54,000	0		0	
CC	3.15	Town Buildings Maintenance		13,000	18,176		12,000	
CC	3.16	Town Clerk - Records Preservation		7,000	7,000		7,000	
CC	3.17	Town Lands Acquisition Fund		15,000	10,000		10,000	
CC	3.18	Town Mapping/GIS		0	1,512		0	
CC	3.20	VFC - Equipment/Hose		12,743	3,200		5,000	
CC	3.21	VFC - Rescue Truck Replacement		0	0		0	
CC	3.22	VFC - Turnout Gear		11,979	12,500		12,500	
CC	3.23	Walkway/Bridge		0	0		0	
CC	3.24	Water Study		3,000	0		0	
CC	3.25	WPCA Study		0	0		0	
CC	3.26	Village Water System		303,000	0		0	
CC	3.27	Ambulance		0	165,000		0	
CC	3.28	Generator New Town Hall		0	0		0	
CC	3.29	Street and Numbering System		0	0		0	
CC	3.30	Senior Center Computers		0	3,000		0	
CC	3.31	Senior Center Emergency Generator		0	0		0	
CC	3.32	Civil Preparedness (Homeland Security Grant)		63,834		2,364AA	0	
		Reverse 911		0			10,000	
	*	Town Building Solar Power		0			50,000	
	*	VFC - Engine 1		0			535,000	
CC	3	TOTAL SELECTMEN		539,230	258,358		679,100	420,742

North Stonington Board of Finance
DRAFT Meeting Minutes
Wednesday, January 21, 2008, 7:30 PM
NEW TOWN HALL
40 Main Street, North Stonington, CT

RECEIVED

1. **Call to Order** Chairman M. Donahue called the meeting to order at 7:34 PM. Vice Chair L. Southwick, Secretary T. Oswald, G. Herbert, E. Bresette, and E. Pavlovics were present.
2. **Public Comments and Questions** None.
3. **BOE: Financial Reports**

2008 JAN 22 8 37 AM
TOWN CLERKS OFFICE
NORTH STONINGTON CT

Two Board of Education representatives were present to discuss matters with the BoE as the BoF requested of the BoE on last meeting of December 2008. They were Chuck McCarthy, BoE Business Manager, and Chris Cressecchiaroli, BoE Financial Subcommittee Chairperson.

Many issues were discussed, and information was exchanged about Capital Plan and Encumbrances. Broad discussion about the questions surrounding the dependability of funding to continue to be stable, or to decline, from the state in regard to ECS, for example, and what our options and situations may be like.

Mr. Mullane reflected that from what information he has broadly gathered, he foresees an increasing state-wide wave of consolidation and "regional-ization" of many town services such as schools. No formal action taken or resolutions made.

The Tripartite meeting on January 28th at 6pm at the Elementary School was reaffirmed.

The issue of the School Heating Assistance funding was discussed.

4. **BOS: Financial Reports** First Selectman Mullane spoke to the BoF about town finances in general, and specifically as follows:
 5. **Line item CC3.00: Ambulance Equipment** Not discussed.
 6. **Line item CC1.10: Equipment Lease Buy Dump Truck** E. Pavlovics moves the BoF ask the BoS to formally request the BoF for an additional appropriation of \$29,384.68 to line item CC1.05. G. Herbert seconded. Discussion followed. This in order to make clear the details of this transaction for the sake of transparency. The motion passed 6-0-0.
 7. **Town savings in fuel costs** Mr. Mullane presented the BoF with a detail of current fuel costs vs budgeted. It's still too early in the winter season to project how the use will result against budget.
 8. **Overview of line item spending variances** Mr. Mullane pledged to deliver more information on this matter in the near future.
9. **Audit Report and Management Letter Follow-up** Draft copies of revised pages 6, 22, and 46 of Marcia Marien's Audit report were provided to the BoF to review changes. Chairman Donahue will inquire of the Auditor the details concerning the BoF's approval of the Audit Report after 31 January 2009.

North Stonington Board of Finance
DRAFT Meeting Minutes
Wednesday, January 21, 2008, 7:30 PM
NEW TOWN HALL
40 Main Street, North Stonington, CT

10. **2009/10 Budget Preparation Schedule** Discussion, no action.

11. **Management Reports/Board of Finance as Audit Committee/GASB 45 OPEB.**

Tax Collection and Town Clerk Cash Control G. Herbert reported to the BoF the status of the integration of the Town electronic cash register into the Town's new version of Quickbooks. The software integration is reported to be completed by next week. G. Herbert recommended the BoS follow by a 2 week testing period, yielding a go/no go result to be reported by mid-February. He also recommended the BoS prepare a written SOP for cash control procedures, specifically to include provisions for managerial oversight, which are currently not particularly clear, or easily accessible.

12. **Town Report (June 30, 2008)** Discussion, no action.

13. **Budget/Budget Spreadsheet – 2008/9 Revision E** Tabled until another meeting.

14. **Board of Finance Goals/Long Range Plans/Resources** Nothing new to be reported.

15. **Previous Minutes** L. Southwick motioned the BOF accept the minutes for the 01-07-09 BOF meeting as amended. G. Hebert seconded, and the motion passed 4-0-2 with E. Bresette, and E. Pavlovics abstaining.

16. **Correspondence**

1. Memo from Chair, BoE, regarding School Heating Assistance issue
2. Copy of memo from Wm. Fitzgerald Jr, President USWA Local 9441 dated 01-12-09 to the First Selectman Mullane indicating the local members voted to not have a "wage freeze" for 2009-2010 in response to Mullane's request for such of 12-10-08.
3. A copy of a news article about drunken driving arrests.
4. A note from M. Marien about combining finances of the Town and the BoE.

17. **Future Agenda Items Identification**

1. Letter about the heating grant.
2. Revise the budget preparation schedule to more practical timing.

18. **Adjournment** L. Southwick moved to adjourn and G. Herbert seconded. The motion carried 6-0-0 and the meeting adjourned at 11:30 PM.

- The next regular BOF meeting will be held at 7:30 PM Wednesday, February 4, 2009 in the New Town Hall Meeting Room.
- There will be a Tripartite (BoF, BoE, BoS) meeting held next Wednesday January 28th at 6pm at the Elementary School Library.

Respectfully Submitted,

Tom Oswald
Secretary
Board of Finance

~~SA~~

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DRAFT

Amends Ordinances 16-3, 16-4, and 16-5

Sec. 16-3. Schedule of Fees for Processing Land Use Applications.

A. AUTHORIZATION AND PURPOSE:

- (1) Provisions of the Connecticut General Statutes allow towns to establish a schedule of fees and thereby require applicants to pay the actual expenses accrued for the review, evaluation, and processing of applications to the Planning and Zoning Commission, where such expenses are directly attributable to each individual application.
- (2) To provide adequate review of land use applications in accordance with the size and complexity of the proposed land use development; and
- (3) To encourage applicants to become familiar with and to review the Town of North Stonington's development regulations, to submit applications that comply with the Town's regulations, and to submit complete plans and proposals with fewer errors and omissions.

B. FEE SCHEDULE (FOR CONSULTANT TECHNICAL REVIEW):

A schedule of fees for the processing of applications to the Planning and Zoning Commission is hereby established as follows:

- (1) This article is necessary as the Town has seen many land use applications which require a consultant's technical review. Such technical review is necessary for the protection of the public health, safety, and welfare.
- (2) The Planning and Zoning Commission may require an applicant to bear the consultant costs associated with additional technical review fees for applications for site plans, special permits, amendments to the zoning text, amendments to the zoning map, subdivisions, and re-subdivisions, if it finds that the nature and intensity of the development may have significant impact on the site and surrounding areas, or that staff will not be able to complete a technical review of an application in the time period prescribed by State Statute or that staff does not have the technical expertise to review aspects of a particular project.
- (3) "Consultant" may include, but is not limited to: Town Engineer, Legal Counsel, Consulting Planner, Transportation Engineer, Radio-Frequency Engineer, Landscape Architect, Architect, Hydrologist, Geologist, etc. "Consultant" does not include the Town Planner, Zoning Enforcement

Officer, Administrative Assistant, Sanitarian, Building Inspector, Fire Marshal, G.I.S. Coordinator, or Public Works Director.

- (4) When the Commission determines that a land use application necessitates the hiring of an outside consultant(s) to perform a technical review, the anticipated expenses of each such outside consultant shall be determined by staff and/or the Commission and promptly reported to the applicant. Staff and/or the Commission shall determine the fee for the outside consultant technical review of the application by multiplying the preliminary estimate prepared by the qualified consultant or expert by one hundred and fifty percent (150%). The applicant shall establish a fund with the Town of North Stonington in an amount not less than one hundred and fifty percent (150%) of the estimated review expenses for the total project.
- (5) All such applicants shall be required to sign an agreement specifically agreeing to pay the aforesaid technical review fees as determined by staff and/or the Commission. Such agreement shall state the conditions imposed and the obligations of the applicant.
- (6) All applications to the Planning and Zoning Commission shall be accompanied by the administrative fee set forth herein. Additionally, technical review fees shall be paid, and the above mentioned agreement shall be signed by the applicant within fourteen (14) days of the date that staff reports the cost of the outside consultant technical review and inspection to the applicant. No application will be considered complete until such fee or fees have been paid, and such agreement has been submitted.
- (7) Prior to the decision of the Planning and Zoning Commission, staff may revise the estimated expense of outside consultants and thereupon require the applicant to sign another agreement and deposit additional sums to cover such fees. These sums shall be paid by the applicant prior to the issuance of any permits. The Zoning Enforcement Officer is hereby prohibited from issuing any permits, approvals or sign-offs for an application for which such additional sums have not been paid.
- (8) Upon completion of technical review and final action on the application by the Town, the Town shall determine the costs incurred for the technical review and refund the excess funds to the applicant. Documentation of consulting costs incurred shall be provided to the applicant.

(Ord. of 11-22-1963(1), 4, 6, 8; Ord. of 12-15-1986(1); Ord. of 11-28-1994; Ord. of 9-8-1997; Ord. of 5-10-2004)

D. FEE SCHEDULE (ADMINISTRATIVE)

All applications to the Planning and Zoning Commission shall be accompanied by the administrative fee as set forth below. **NOTE: The State of Connecticut General Assembly requires that a municipal agency or legislative body collecting designated land use permit fees add a state fee of \$30.00 to the fees listed below.**

Subdivision		\$75 + \$100/lot \$200 min
Special Permits	Residence	\$160
	Home Occupation	\$160
	All others	\$200
Site Plan Review	<25Ksq.ft. Bldg	\$150
	>25Ksq.ft Bldg	\$150/25K
Zoning Permit	New SF Home Includes Zoning Compliance Fee	\$100
Accessory use < \$3000		\$25
Or alteration > \$3000		\$40
Zone/Subdivision Regulation Change		\$200
Sign Permit		\$25
Zoning Compliance Fee		\$25
Zoning Permit Renewal		\$15
Lot Line Adjustment & Lot Division		\$75
Zoning & Subdivision Regulations		\$35 + Tax
Modification to Approved Site Plan		\$100

Sec. 16-4. PROJECT MONITORING AND SITE INSPECTION FEES

- (1) Upon approval of an application for site plans, special permits, subdivisions, and re-subdivisions, the Town may require the permittee to pay the costs associated with site inspection and monitoring compliance with the permit conditions and/or Town orders. No building permit, certificate of occupancy or acceptance of any part of the project will be issued if the site inspector's fees are not current.
- (2) **Evaluation of Plan to Determine Need for Inspections**
Each site plan, special permit, subdivision or re-subdivision plan submitted to the town for final approval will be evaluated by the consulting Engineer to determine the need for site/subdivision inspection and an estimate as to the number of hours required to accomplish the inspection service in a competent, professional manner.
- (3) **Construction Schedule**
The developer or owner shall supply a detailed construction schedule to the land use office indicating the starting date and completion date of all phases of site and subdivision construction. Notice to the land use office shall be given by phone 24 hours in advance of any schedule changes. If not notified, the town may charge the developer for the travel time of the inspector traveling to and from the site.
- (4) **Determination of Fee**
The inspection fee to be charged shall be equal to the actual hourly rate of pay of the assigned inspector times the number of hours, including travel time, spent by the inspector inspecting each project or site.
- (5) **Payment of Fee**
Based on the estimated number of hours required to adequately monitor and inspect the site, as provided by the inspector (see paragraph (2)), an estimated total fee will be calculated (see paragraph (4)), and the developer or owner will be required to deposit with the town finance department, prior to the start of any construction on the site, 150 percent (150%) of the estimated inspection fee as determined.
- (6) **Refunding Fees**
Upon completion of the project construction, the Commission shall determine the costs incurred for the monitoring and inspection and refund the excess funds to the permittee. Detailed documentation of the inspection expenses will be provided to the applicant.

(Ord. of 5-10-2004)

II

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(b) *Qualifications.* The position shall be a full-time salaried position based on an average of 35 hours per week with the hours of the office to be determined and set by the Board of Selectmen. The Board of Selectmen is hereby authorized and empowered to establish the job description and qualifications of the Municipal Collector of Taxes as may be amended from time to time.

(c) *Authority.* The salary or rate of compensation for said Municipal Collector of Taxes shall be set by the Board of Selectmen. The Board of Selectmen, by majority vote, shall have the authority to dismiss the Municipal Collector of Taxes pursuant to the provisions of the employment agreement, Tax Collector's Personnel Policy, Town policies and Connecticut General Statutes as amended from time to time.

(Ord. of 5-27-1997, §§ 1—3; Ord. of 8-27-2001(4))

State law reference—Authority to provide for appointed Collector of Taxes, G.S. § 9-185.

Secs. 2-25—2-53. Reserved.

ARTICLE III. BOARDS AND COMMISSIONS

Sec. 2-54. Economic Development Commission.

(a) *Establishment.* The Town of North Stonington hereby establishes an Economic Development Commission in accordance with G.S. § 7-136.

(b) *Purpose.* The Commission shall conduct researches into business and industrial conditions in the Town, shall seek to coordinate the activities of unofficial bodies organized for such purposes, may advertise, may prepare, print, and distribute books, maps, charts and pamphlets which, in its judgment, will further its official purpose, and generally may take such other action as it deems advisable to carry out the general purposes of such Commission.

(c) *Members; bi-partisan.*

- (1) The Commission shall consist of eight members who are electors of the Town of North Stonington, no more than four of whom shall be from any one political party.
- (2) At the biennial election of the Town to be held in November of 2009, there shall be elected two members for terms of four years to commence two weeks after the day of such election.
- (3) After the election in November, 2009, all newly elected members of the Economic Development Commission shall serve a four-year term, except those vacancies determined by subsection (5).
- (4) In the event any member fails to fulfill his term of this position shall be deemed vacant.
- (5) Any vacancy shall be filled by the Selectmen from a member of the same political party, the appointment shall be from the date of declared vacancy until the immediate following regular election at which time the elector shall serve the unexpired term of office of said vacancy.

(d) *Expenses; appropriation.*

- (1) The members of the Commission shall receive no compensation for their services as such, but shall be reimbursed for their necessary expenses incurred in the performance of their official duties subject to the availability of appropriations for such expenses.
- (2) The Commission may, subject to the availability of appropriation, appoint employees necessary for the discharge of its duties.
- (3) The Town may annually appropriate for the purposes of the Commission a sum not exceeding
1/20; of one percent of the last-completed grand list of taxable property.
(Ord. of 1-31-1963(1), §§ 1—4; Ord. of 3-19-1984, § 1; Ord. of 7-13-1987; Amd. of 6-16-2008)

Sec. 2-55. Board of Education.

The membership of the Board of Education for the Town of North Stonington shall consist of eight members. Such Town shall elect four members, of which no more than two of whom shall be from one political party, to hold office for two years and four members, of which no more than two of whom shall be from any one political party, to hold office for four years, each from the date of election; and at each Town election thereafter shall elect members of such Board in place of the member whose terms expire, each for a term of four years from the date of election. A vacancy from whatever cause in the Board of Education shall be filled by an elector to serve until the next election.

(Ord. of 7-17-1989; Ord. of 9-25-2006)

State law reference—Authority to fix number of Board of Education and membership thereon, G.S. § 9-205.

Sec. 2-56. School Building and Planning Committee.

(a) *Terms of office.* The terms of office of all present members serving on the Permanent School Building and Planning Committee shall expire and terminate as of the effective date of the ordinance from which this section derives.

(b) *Membership.* Said Committee shall consist of ten members, not more than five of whom shall be from any one political party, to be appointed by the Board of Selectmen or a majority of them for a term of two years.

(c) *Residency requirements.* Each member shall be a resident of the Town.

(d) *Vacancies.* All vacancies shall be filled for the remainder of a member's unexpired term by the Board of Selectmen with a person of the same political party as the person who held office prior to the vacancy.

(e) *Responsibilities.* The Committee shall have the responsibility, in cooperation with the Board of Education, to conduct studies into the need for school facilities and the methods of construction, financing and related matters, together with such other powers and authorities as may be given by the Town Meeting from time to time.

**AMENDMENT TO ORDINANCE REGARDING MEMBERSHIP OF
ECONOMIC DEVELOPMENT COMMISSION**

Be it resolved that Section 3 of the Ordinance Concerning the Establishment of an Economic Development Commission be amended and the following language be substituted in its place to allow the terms of office to be changed from a five year term to a four year term:

Section 3. Members; Bi-partisan.

- A. The Commission shall consist of eight (8) members who are electors of the Town of North Stonington, no more than four of whom shall be from any one political party.
- B. At the biennial election of the Town to be held in November of 2009, there shall be elected two (2) members for terms of four (4) years to commence two weeks after the day of such election.**
- C. After the election in November, 2009, all newly elected members of the Economic Development Commission shall serve a four (4) year term, except those vacancies determined by subsection E.**
- D. In the event any member fails to fulfill his term of this position shall be deemed vacant.**
- E. Any vacancy shall be filled by the Selectmen from a member of the same political party, the appointment shall be from the date of declared vacancy until the immediate following regular election at which time the elector shall serve the unexpired term of office of said vacancy.**

All the other sections of the above-cited ordinance remain in full effect.

This amendment shall take effect immediately upon publication.

Passed and approved by the legal voters of the Town of North Stonington in Town Meeting on the 16th day of June, 2008.

ATTEST: Norma J Holliday

**AMENDMENT TO THE AMENDED ORDINANCE REGARDING
MEMBERSHIP OF ECONOMIC DEVELOPMENT COMMISSION**

Be it resolved that Section 3 of the Ordinance Concerning the Establishment of an Economic Development Commission be amended and the following language be substituted in its place to allow the terms of office to be changed from a five year term to a four year term:

Section 3. Members; Bi-partisan.

A. The Commission shall consist of eight (8) members who are electors of the Town of North Stonington, no more than four of whom shall be from any one political party. Commencing with the biennial election in November, 2009, four (4) regular members of the Economic Development Commission shall be elected as follows:

B. Two (2) members shall be elected for terms which expire on the day of the biennial election on the first Tuesday after the first Monday of November, 2011; two (2) members shall be elected for terms which expire on the day of the biennial election on the first Tuesday after the first Monday of November, 2013. Thereafter as the terms of each member of the Economic Development Commission expires a successor or successors shall be elected at the biennial election of the Town of North Stonington to serve for a term of four (4) years.

C. In the event any member fails to fulfill his term of this position shall be deemed vacant. Any vacancy shall be filled by the Selectmen from a member of the same political party, the appointment shall be from the date of declared vacancy until the immediate following regular election at which time the elector shall serve the unexpired term of office of said vacancy.

All the other sections of the above-cited ordinance remain in full effect.

This amendment shall take effect immediately upon publication.

Mark S Perkins Jr	11/16/2010 – 11/2013
Peter M Bogoian	11/16/2010 – 11/2013
Bradford W Currier	11/22/2011 – 11/2015
Linda P Pershaec	11/22/2011 – 11/2015
Robert H Kimball	11/19/2013 – 11/2017
Brent Woodward	11/19/2013 – 11/2017
Marilyn Mackay	11/17/2009 – 11/2011
Robert H Boissevain	11/17/2009 – 11/2011