

**CITY OF GROTON
MAYOR AND COUNCIL
MINUTES
MONDAY, OCTOBER 17, 2005**

**MUNICIPAL BUILDING
COUNCIL CHAMBERS
7:30 PM**

Mayor Dennis Popp called the meeting to order at 7:30 p.m.

I. ROLL CALL

Present: Mayor Dennis Popp, Deputy Mayor Paul Duarte, Councilors David Hale, Hubert Poppe, Sharon Schick, Marian Galbraith, Michael Street, Finance Director Tony Timpano and City Clerk Debra Patrick. Excused: Treasurer Terrence O'Hanlon.

II. SALUTE TO THE FLAG

Led by members of Cub Scout Troop 41.

III. RECOGNITION, AWARDS AND MEMORIALS

Deputy Mayor Duarte wanted to thank the Groton City Fire Department and specifically Firefighter Kevin Price for their assistance with flooding he had in his basement over the weekend.

Councilor Schick thanked the members of Pack 41 for the Halloween decorations they put up outside the Municipal Building.

IV. RECEIPT OF CITIZEN'S PETITIONS/COMMENTS

Members of Cub Scout Troop Pack 41 presented a plaque to Recreation Director Bill Sanford and the City of Groton commemorating the tree they planted on the grounds of the Municipal Building on September 30th and offered help with future community projects.

V. RESPOND TO CITIZEN'S PETITIONS/COMMENTS

Mayor Popp thanked the members of Troop 41 and Deputy Mayor Duarte for standing in for him at the tree planting on September 30th.

VI. APPROVAL OF MINUTES

Deputy Mayor Duarte moved **Councilor Schick** seconded a motion to approve the Mayor and Council minutes of October 3, 2005. **Motion passed unanimously.**

Councilor Hale moved **Councilor Galbraith** seconded a motion to approve the Special Mayor and Council minutes of October 4, 2005. **Motion passed 5-0-1 with Councilor Schick abstaining.**

VII. COMMUNICATIONS AND REPORTS

Councilor Hale had no report.

Councilor Poppe reported the fire light on the pole was out at the corner of Eastwood Drive and Westwood Drive.

Councilor Street had no report.

Councilor Galbraith thanked the Fire Department for their assistance with the flooding in her basement.

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Councilor Schick reported that a resident called her to say how happy she was with Thames Valley Communications.

Deputy Mayor Duarte attended a meeting of the Friends of Thames Street and the tree planting at the Municipal Building.

Mayor Popp reported that the flood damage assessment and recovery at the Municipal Building was ongoing. It is not yet clear what the extent of the damage to the basement and records is at this time. He said a Task Force would be compiling all the information with regard to damage and loss. He said that the Fire Department responded to 143 calls over the weekend. He thanked Civil Preparedness Director Phil Tuthill for purchasing 8 additional pumps and 3 more were rented to assist with the pumping of basements for residents. He praised the Fire Department for a great job over a difficult 48 hour period. He thanked the staff members and employees from the Public Works, Parks and Recreation, Groton Utilities and Thames Valley Communications who were called in overnight to assist. He stated that everyone pitched in and did what needed to be done and he thanked them all.

He reported that he received a letter requesting a 30 day extension for the disciplinary hearing for Officer Miller. He said they had to allow for at least 30 days but were not limited to exactly 30 days. It was the consensus of the Council to grant the extension and scheduled a hearing for November 30th at 5:30 p.m.

Recreation Director Bill Sanford presented information to the Council regarding the costs and liabilities for snow making and sledding at Washington Park. He stated that the cost of the compressor is \$5,000.00-\$15,000.00 a season depending on how many months they rent it for. He said that the fee has been paid by Groton Utilities in the past. The price of fuel has risen sharply making it costly for the snowmaking. The combined cost of labor and fuel are approximately \$100.00 per hour to make snow with a 4-6 hour period being needed each day. He said it was nearly impossible to groom the hill once the snow is made and it gets very slippery and the liabilities are significant with man made snow. The opportunities to make snow have lessened in the past few years and the cost of the compressor could be put to better use. He said that adequate lighting was an issue as well. Safety concerns on the hill have arisen many times and enforcement of the rules is difficult without staff to oversee the sledding. The rules are clearly posted however not always followed. Mr. Sanford contacted other communities to see if they had begun to look at this issue and found that the City of Groton is the only community that makes snow and that most have the same safety concerns as we do.

There was considerable discussion with regard to the liability of the City with natural snow versus man made snow and what could be done to make the hill safer. There was some concern that we would abandon the snowmaking due to concerns of liability regardless of the benefit to the residents. Mr. Sanford said it was as much an issue of cost with regard to the snowmaking. It was the consensus of the Council that further discussion would take place at the Committee of the Whole October 24, 2005 meeting.

Glenn Wilson, Director, Groton Utilities stated that the savings realized by not renting the compressor could go back to the community to help with the fuel assistance program. With the rising price of fuel there will be greater need this year for our residents.

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VIII. COMMITTEE REFERRALS

None.

IX. NEW BUSINESS

R-05-10-97 RESOLUTION THAT THE MAYOR AND COUNCIL **FINALLY APPROVE AN “ORDINANCE TO ACCEPT FROM THE DOWNES-PATTERSON CORPORATION, INCORPORATED, P.O. BOX 1637, WESTERLY, RHODE ISLAND, THE OPEN SPACE DEED AND THE THREE CONSERVATION EASEMENTS NAMING THE CITY OF GROTON AS GRANTEE”**

WHEREAS, Groton Utilities’ Management received a copy of an Open Space Deed, which the developer of the Great Brook Subdivision, The Downes-Patterson Corporation, Inc. is proposing to dedicate to the City of Groton, described as follows:

THE DOWNES-PATTERSON CORPORATION, INC., a Connecticut corporation with a principal place of business in the Town of Westerly, County of Washington and State of Rhode Island for consideration paid, grants to the CITY OF GROTON, a municipal corporation within the State of Connecticut, with **WARRANTY COVENANTS**

The following parcels of land permanently dedicated as open space for reservoir protection purposes located in the Great Brook Subdivision in Groton, Connecticut, bounded and described as follows:

OPEN SPACE A

A certain parcel of land located on the westerly side of, but not contiguous with, Great Brook Road in the Town of Groton, County of New London, State of Connecticut, said parcel being shown as “Open Space A” on a plan titled: “Road, Open Space and Easement Plan Great Brook Resubdivision Owner/Applicant: The Downes-Patterson Corporation Gales Ferry Road and Daboll Road Groton, Connecticut, Scale: 1”=100’, Date: February 18, 2004 Revised through June 10, 2005, DiCesare-Bentley Engineers, Inc. 100 Fort Hill Road Groton, Connecticut” Sheet 12 of 56 and more particularly bounded and described as follows:

Beginning at a Town monument in the westerly property line of land now or formerly of Cherrie A. Watson, at the northeasterly corner of land now or formerly of Constantine Harmacey and the southeasterly corner of the herein described parcel;

Thence running N 39° 36’ 17” W bounded northeasterly by land now or formerly of Cherrie A. Watson for a distance of 263.16 feet to a point in a stone wall;

Thence running N 84° 54’ 43” E by and along said stone wall bounded southerly by said land of Watson for a distance of 43.00 feet to a drill hole at an angle point in said stone wall;

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Thence running N 58° 45' 38" E by and along said stone wall bounded southeasterly by said land of Watson for a distance of 50.46 feet to a point at the end of said stone wall;

Thence running N 59° 26' 20" E bounded southeasterly by land now or formerly of Kevin J. Rough for a distance of 54.86 feet to a Town monument;

Thence running N 62° 25' 19" E for a distance of 223.11 feet bounded southeasterly by said land of Rough for a distance of 223.11 feet to a Town monument;

Thence running N 27° 34' 41" W for a distance of 254.97 feet to a Town monument;

Thence running N 54° 31' 12" E for a distance of 219.63 feet to a Town monument;

Thence running N 04° 24' 17" E for a distance of 320.41 feet to a Town monument at the southerly corner of Open Space B;

Thence running N 14° 23' 03" W bounded easterly by said Open Space B for a distance of 1,187.97 feet to a concrete monument;

Thence running S 45° 19' 32" W bounded northwesterly by land now or formerly of the City of Groton for a distance of 245.97 feet to a Town monument;

Thence running S 80° 15' 37" W bounded northerly by said land of the City of Groton for a distance of 78.77 feet to a Town monument;

Thence running S 77° 33' 15" W bounded northerly by said land of the City of Groton for a distance of 200.79 feet to a concrete monument;

Thence running S 42° 04' 26" W bounded northwesterly by said land of the City of Groton for a distance of 280.33 feet to a concrete monument;

Thence running S 04° 03' 33" E bounded westerly by said land of the City of Groton for a distance of 333.86 feet to a concrete monument;

Thence running S 16° 39' 07" E bounded westerly by said land of the City of Groton for a distance of 482.18 feet to a Town monument;

Thence running S 22° 46' 33" E bounded westerly by said land of the City of Groton for a distance of 267.70 feet to a concrete monument;

Thence running S 07° 23' 31" W bounded westerly by said land of the City of Groton for a distance of 683.87 feet to a concrete monument;

Thence continuing S 07° 23' 31" W bounded westerly by land now or formerly of Constantine Harmacey for a distance of 182.18 feet to a Town monument at the southwesterly corner of the herein described parcel;

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Thence running N 74° 06' 00" E bounded southerly by said land of Harmacey for a distance of 549.99 feet to the point and place of beginning;

The above described parcel contains 1,362,251 square feet more or less (31.27 acres more or less).

While the above property shall remain open space and shall not be developed in any way, the Grantee shall be under no obligation to allow public access to said open space and may control its use in accordance with its reservoir protection policies.

Said property is conveyed, together with a temporary easement of access for any and all purposes by vehicle or foot over the public rights-of-way to be conveyed to the Town of Groton, as shown on said Plan, which temporary easement shall cease upon the transfer of said public rights-of-way to the Town of Groton.

Said premises being part of the property described in certain deeds recorded at Volume 178, Page 263, Volume 218, Pages 6, 207, 209, and 211, Volume 269, Pages 551 and 553, Volume 291, Pages 396, and Volume 472, Page 717 of the Groton Lands Records.

WHEREAS, in connection with this subdivision, The Downes-Patterson Corporation entered into an agreement with the Groton Open Space Association, Incorporated for certain Conservation Easements intended to protect the water quality of Great Brook and the reservoir; and

WHEREAS, the Open Space Deed and the three negotiated easements were reviewed by the City of Groton Attorney who deemed it appropriate for the City of Groton to accept the Open Space Deed and be named as Grantee on the conservation easements; and

WHEREAS, the three negotiated easements are described as follows:

**DECLARATION OF CONSERVATION EASEMENT AND COVENANT
GREAT BROOK SUBDIVISION**

WHEREAS, The Downes-Patterson Corporation, Inc., a Connecticut corporation with a principal place of business in Westerly, Rhode Island (the "Declarant") owns certain property located in the Town of Groton, County of New London and State of Connecticut, more particularly described on Exhibit A which is attached hereto and made a part hereof (the "Property"); and

WHEREAS, said Property is located in the Water Resource Protection District of the Town of Groton and upriver from the Groton Reservoir, owned by the City of Groton; and

WHEREAS, the Declarant has filed with the Town of Groton a certain subdivision plan entitled, "Great Brook Resubdivision Property Owner/Applicant: The Downes-Patterson Corporation, Gales Ferry Road and Daboll Road, Groton, Connecticut, Scale: 1" = 100',

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Date: February 18, 2004, Revised through June 10, 2005, DiCesare-Bentley Engineers, Inc.” 100 Fort Hill Road Groton, Connecticut” Sheet 12 of 54,” subdividing the Property in accordance with that plan (hereinafter referred to as the “Great Brook Subdivision” or the “Subdivision”), which plan is on file with the Town Clerk of the Town of Groton; and

WHEREAS, simultaneously, the Declarant has filed with the Town of Groton a certain plan entitled, “Land Use Restrictions Plan Prepared for: Great Brook Homeowners Association, Great Brook Road, Mountain Laurel Road and Charlton Lane, Groton, Connecticut, Scale: 1” = 150’, Dated: March 23, 2005 DiCesare-Bentley Engineers, Inc., 100 Fort Hill Road, Groton, Connecticut, Sheet 1 of 1.”

WHEREAS, the Declarant wishes to take steps to protect the water quality of the City of Groton reservoir; and

WHEREAS, the Declarant has declared the Property, being the subdivision less the dedicated Open Space and public rights-of-way as shown on said plan, subject to the Common Interest Ownership Act, Chapter 828 of the General Statutes, and has established the Great Brook Homeowners Association, Inc., a not-for-profit nonstock corporation organized and existing under the laws of the State of Connecticut, to enforce the terms and conditions of said Declaration and this Covenant;

NOW, THEREFORE, the Declarant does hereby publish, declare and impose the following covenants and restrictions on the Property in favor of, and enforceable by, the City of Groton, a municipal corporation organized and existing under the laws of the State of Connecticut and wholly located within the Town of Groton, County of New London and State of Connecticut, acting through its Director of Utilities; and/or the Great Brook Homeowners Association, Inc., (hereinafter referred to as the “Grantees”), in connection with the Subdivision, which covenants and restrictions are intended to and shall be deemed to be a “conservation restriction” within the meaning of Sections 47-42a through 47-42c of the Connecticut General Statutes, as amended to the date hereof.

1. Proper sedimentation and erosion controls shall be maintained during all construction activities on the Property. No portion of the Property shall be re-graded unless appropriate sedimentation and erosion control measures are taken and maintained. Appropriate ground cover shall be provided as soon as practical in any disturbed areas, consistent with the 2002 Connecticut Erosion and Sediment Control Guidelines, which state the stabilization, either temporary or permanent, shall take place within seven days, if an exposed soil area is to remain idle for more than thirty days. Temporary seeding or other stabilization may be used if additional grading will take place after more than thirty days.

2. Use of pesticides (insecticides, herbicides, fungicides, miticides, or any others), fertilizers, and other chemicals for lawns and ground care shall, to the extent reasonably practicable, be limited to those that will have the least effect on degrading the water quality of the reservoir of the City of Groton or other wetlands and watercourses on the Property. The Great Brook Homeowners Association, Inc., shall adopt applicable rules

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and regulations, including, but not limited to, an integrated pest management plan, to implement this provision.

3. Car washing on impervious surfaces, such as driveways and walks, is prohibited, and only biodegradable, phosphate-free detergents shall be used. No halogenated compounds or petroleum-based cleaners, or phenolic-based solvents shall be utilized. All wastewater from car washing shall be disposed of on the garden or lawn. Only the exteriors of vehicles will be washed. The washing of engines or undercarriages is prohibited.

4. Use of sand in the driveways on the Property shall be limited to that reasonably required for safety. No sodium-based de-icer shall be placed on driveways.

5. The Great Brook Homeowners Association, Inc. shall adopt rules and regulations for purposes of implementing and enforcing the intent and purpose of this Declaration of Conservation Easement and Covenant.

6. In the event of a finding of a violation of this Declaration of Conservation Easement and Covenant by a court of competent jurisdiction, said court may award, in addition to damages and remedial orders, costs and reasonable attorney's fees.

7. If circumstances arise under which an amendment to or modification of this Declaration of Conservation Easement and Covenant is appropriate, Declarant, or if Declarant, its successors and assigns no longer own property in the subdivision, the Great Brook Homeowners Association, Inc., acting by its Board of Directors, may amend this Declaration of Conservation Easement and Covenant, provided that no amendment shall be allowed that will affect the qualification of this Declaration of Conservation Easement and Covenant or the status of the Grantee under any applicable laws, including Sections 47-42a through 47-42c of the Connecticut General Statutes, as amended. Any amendment shall be consistent with the purpose of this Declaration of Conservation Easement and Covenant and shall not affect its perpetual duration. Any amendment will be evidenced by an instrument suitable for recording executed by the Declarant, or if the Declarant, its successors and assigns, no longer own property within the subdivision, by the Great Brook Homeowners Association, Inc., acting by its Board of Directors. In the event the Declarant, its successors and/or assigns amends this Declaration of Conservation Easement and Covenant, said amendment, to be valid, shall also be executed by the Grantees, through the Director of Utilities for the City of Groton and the Board of Directors for the Great Brook Homeowners Association, Inc., with the advice of such administrative agencies the Grantees deem appropriate. Any such amendment shall be recorded in the land records of the Town of Groton, Connecticut.

8. Upon written request from the Declarant, its successors and/or assigns, the owner of a lot in the Subdivision of the Property ("Lot Owner"), or a mortgagee, the Grantees, through the Director of Utilities for the City of Groton and the Board of Directors for the Great Brook Homeowners Association, Inc., will each execute a certificate, in a form suitable for recording, that states either (a) that there is no current violation of the terms

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of this Declaration of Conservation Easement and Covenant, or (b) there is a current violation of the terms of this Declaration, and the requirements for cure of the violation. Each Grantee will provide such certificate within thirty days of receiving such request. For each Grantee that fails to provide such certificate, the requestor may execute and record an affidavit pursuant to Connecticut General Statutes Section 47-12a, representing, as to the non-responding Grantee only, that (1) a request was made to the Grantee for a certificate, (2) the Grantee did not respond to said request in thirty days, and (3) there is no current violation of the terms of this Declaration. Upon execution and recording of said affidavit, there shall be deemed to be no violation of the covenant and restrictions herein as of the date of the affidavit as to the non-responding Grantee only. Upon the written request of a Grantee, a thirty-day extension to provide the certificate shall be granted.

9. If one or more of the Grantees determines, under Paragraph 8, that a Lot Owner is in violation of the covenants and restrictions herein, the Lot Owner shall submit a detailed written remedial plan to the Grantees, including, as applicable, quantities and sizes of planting materials, soil amendments and planting locations. Within thirty days of receipt, such plan may be reviewed by the Grantees, modified as needed, and authorized in writing for implementation. In the absence of such authorization, the Lot Owner shall proceed, after the passage of thirty days receipt, to implement the plan. After implementation of the plan, the Lot Owner may submit a written request to the Grantees for a certificate that there is no current violation, and the Grantees shall respond to said request in the same manner that they are to respond to a request as stated in Paragraph 8.

10. Any certificate of compliance shall be binding on the Declarant and the Grantees as of its date. Nothing in such certificate shall release the obligations hereunder with respect to any occurrence after the date of such certificate or affidavit.

11. The Declarant reserves for itself, its successors and assigns and their respective successors in title to the Property, or portions thereof, all rights in and to the Property or portions thereof that are not inconsistent with the restrictions and covenants herein contained.

12. The City of Groton shall have the right, but not the obligation, to enforce the terms and conditions of this Declaration of Conservation Easement and Covenant and any rules and regulations adopted by the Great Brook Homeowners Association, Inc. for the purpose of implementing and enforcing the intent and purpose of this Declaration of Conservation Easement and Covenant.

13. This Declaration of Conservation Easement and Covenant shall run with the land in perpetuity and shall be binding upon the Grantor and the Grantee, their successors and assigns forever.

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**DECLARATION OF FRONT YARD LIMITED
CLEARING AREA EASEMENT
GREAT BROOK SUBDIVISION**

WHEREAS, **The Downes-Patterson Corporation, Inc.**, a Connecticut corporation with a principal place of business in Westerly, Rhode Island (the "Declarant") owns certain property located in the Town of Groton, County of New London and State of Connecticut, more particularly described on **Exhibit A** which is attached hereto and made a part hereof (the "Property"); and

WHEREAS, said Property is located in the Water Resource Protection District of the Town of Groton and upriver from the Groton Reservoir, owned by the City of Groton; and

WHEREAS, the Declarant has filed with the Town of Groton a certain subdivision plan entitled, "Great Brook Resubdivision, Property Owner/Applicant: The Downes-Patterson Corporation, Gales Ferry Road and Daboll Road, Groton, Connecticut, Scale: 1" = 100', Date: February 18, 2004, Revised through June 10, 2005, DiCesare-Bentley Engineers, Inc., 100 Fort Hill Road Groton, Connecticut, Sheet 12 of 54," subdividing the Property in accordance with that plan (hereinafter referred to as the "Great Brook Subdivision" or the "Subdivision"), which plan is on file with the Town Clerk of the Town of Groton; and

WHEREAS, simultaneously, the Declarant has filed with the Town of Groton a certain plan entitled, "Land Use Restrictions Plan, Prepared for: Great Brook Homeowners Association, Great Brook Road, Mountain Laurel Road and Charlton Lane, Groton, Connecticut, Scale: 1" = 150', Date: March 23, 2005, DiCesare-Bentley Engineers, Inc., 100 Fort Hill Road, Groton, Connecticut, Sheet 1 of 1" (hereinafter referred to as the "Land Use Restrictions Plan"); and

WHEREAS, the Declarant wishes to take steps to protect the water quality of the City of Groton reservoir; and

WHEREAS, the Declarant recognizes that the clearing of land up gradient from water resources can lead to erosion and sedimentation, as well as the increased use of pesticides and herbicides, each of which can degrade surface and water quality; and

WHEREAS, the Declarant, therefore, wishes to set aside areas in the front yard of certain lots up gradient from water resources within the Great Brook Subdivision which cannot be cleared, leaving a portion of said front yards in their natural condition, said areas being shown as the Front Yard Limited Clearing Area between the front building line and Great Brook Road on Lots 6, 7, 8, 31, 32 and 33, as shown on said Land Use Restrictions Plan; and

WHEREAS, the Declarant has declared the Property, being the subdivision less the dedicated Open Space and public rights-of-way as shown on said plan, subject to the Common Interest Ownership Act, Chapter 828 of the General Statutes, and has

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established the Great Brook Homeowners Association, Inc., a not-for-profit nonstock corporation organized and existing under the laws of the State of Connecticut, to enforce the terms and conditions of said Declaration and this Covenant;

NOW, THEREFORE, the Declarant does hereby publish, declare and impose the following covenants and restrictions on the Property in favor of, and enforceable by the City of Groton, a municipal corporation organized and existing under the laws of the State of Connecticut and wholly located within the Town of Groton, County of New London and State of Connecticut, acting through its Director of Utilities; and/or the Great Brook Homeowners Association, Inc., (hereinafter referred to as the "Grantees"), jointly or severally, in connection with the Subdivision, which covenants and restrictions are intended to and shall be deemed to be a "conservation restriction" within the meaning of Sections 47-42a through 47-42c of the Connecticut General Statutes, as amended to the date hereof.

1. All clearing, other than appropriate forestry maintenance, which consists of the removal of dead or dangerous branches, or as provided in Paragraph 2 below, is prohibited within the Front Yard Limited Clearing Area within the lots, as shown on said Subdivision.

2. Any clearing of the Front Yard Limited Clearing Area, such as the removal, cutting, trimming and pruning of any live vegetative growth, with hand-held tools; disturbance of root zone; and disturbance of surficial vegetative matter, shall only be permitted as provided herein. Clearing may be classified as "maintenance clearing" or "significant clearing" and shall be in accordance with the following guidelines. Significant clearing is permitted only if there is an unavoidable need. Examples of unavoidable need include access and the installation of utilities.

(a) Maintenance clearing is defined as any work that reduces the size of plant growth. Maintenance clearing includes trimming, pruning or removal of vegetative debris; removal of diseased or unsightly plant specimens or portions of plants; removal of invasive plant species, as defined by the Connecticut Department of Environmental Protection; thinning of saplings (less than 4 inches in diameter and 4.5 feet above the ground surface) to reduce crowding and promote better development of adjacent specimens; and limited disturbance of the soil, root zone and ground layer vegetation within 3 feet of the edge of the non-clearing area, to install individual supplemental shrub and/or flowering plantings, preferably native plantings. Maintenance clearing may not be performed in any way that is hazardous to the continued growth of a plant, such as excessive pruning, or that measurably increases sun exposure to the ground surface.

(b) Significant clearing, which must, for purposes of this Declaration, be explicitly approved by the Homeowner's Association, with the exception of access and utility installation, as shown on said Land Use Restriction Plan, is defined as anything more intensive than maintenance clearing, such as disturbing the ground surface, the shrub layer, or trees of any maturity (greater than 4-inch

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(c) caliper and 4.5 feet above the ground surface). Clearing required for access and the installation of utilities is explicitly allowed. Significant clearing activities require a restoration plan, which should include:

(i) Stockpiling the top 6 inches of natural forest topsoil and leaf duff, at the time of soil disturbance;

(ii) Protecting the topsoil stockpile from erosion with a perimeter silt fence;

(iii) After disturbance activity is complete, replacement of topsoil, using additional purchased sandy loam topsoil only as needed. Topsoil should be loose. If the top surface is elevated 3 to 5 inches above the adjacent lot to create a low berm, the width of the limited buffer area need only be 15 feet wide. Replacement soil and mulch shall be free of known invasive seeds and root fragments;

(iv) Planting of naturalizing or ornamental shrubs and trees, suggested species being included in the approved subdivision plans. Saplings for transplanting shall include red oak, white oak, black birch, beech, pignut hickory, and/or shagbark hickory;

(v) Placement of straw mulch as a temporary erosion control; and

(vi) Providing additional erosion control devices, as required.

3. No pesticides (insecticides, herbicides, biocides, fungicides, miticides, or any others), fertilizers, other chemicals for lawns and ground care, or electric pet control devices shall be utilized or located in the Front Yard Limited Clearing Area.

4. No trash, grass clippings, ashes, waste, rubbish, garbage, junk or unsightly or unreasonably offensive materials shall be placed within said Front Yard Limited Clearing Area.

5. No grass shall be planted in the Front Yard Limited Clearing Area.

6. In the Front Yard Non-Clearing Area, a lot owner may trim and interplant shrubs, ferns and flowers in the outer 3 feet of the non-clearing area on both sides of said non-clearing area, but otherwise said area shall be subject to the restrictions and limitations set forth herein.

7. Durable metal or plastic signs shall mark the limits of the non-clearing area spaced no farther than 50 feet apart and attached to trees or posts. They shall be replaced as needed by the Great Brook Homeowners Association, Inc. Signs shall read, "Limit of Non-Clearing Area for Watershed Protection, Great Brook Homeowners Association, Inc."

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8. The Great Brook Homeowners Association, Inc., shall adopt rules and regulations for the purpose of implementing and enforcing the intent and purpose of this Declaration of Front Yard Limited Clearing Area Easement.

9. In the event of a finding of a violation of this Declaration of Front Yard Limited Clearing Area Easement by a court of competent jurisdiction, said court may award, in addition to damages and remedial orders, costs and reasonable attorney's fees.

10. If circumstances arise under which an amendment to or modification of this Declaration of Front Yard Limited Clearing Area Easement is appropriate, Declarant, or if Declarant, its successors and assigns no longer own property in the subdivision, the Great Brook Homeowners Association, Inc., acting by its Board of Directors, may amend this Declaration of Front Yard Limited Clearing Area Easement, provided that no amendment shall be allowed that will affect the qualification of this Declaration of Limited Clearing Area Easement or the status of the Grantees under any applicable laws, including Sections 47-42a through 47-42c of the Connecticut General Statutes, as amended. Any amendment shall be consistent with the purpose of this Declaration of Front Yard Limited Clearing Area Easement and shall not affect its perpetual duration. Any amendment will be evidenced by an instrument suitable for recording executed by the Declarant, or if the Declarant, its successors and assigns, no longer own property within the subdivision, by the Great Brook Homeowners Association, Inc., acting by its Board of Directors. In the event the Declarant, its successors and/or assigns amends this Declaration of Front Yard Limited Clearing Area Easement, said amendment, to be valid, shall also be executed by the Grantees, through the Director of Utilities for the City of Groton and the Board of Directors for the Great Brook Homeowners Association, Inc., with the advice of such administrative agencies the Grantees deem appropriate. Any such amendment shall be recorded in the land records of the Town of Groton, Connecticut.

11. Upon written request from the Declarant, its successors and/or assigns, the owner of a lot in the Subdivision of the Property ("Lot Owner"), or a mortgagee, the Grantees, through the Director of Utilities for the City of Groton and the Board of Directors for the Great Brook Homeowners Association, Inc., will each execute a certificate, in a form suitable for recording, that states either (a) that there is no current violation of the terms of this Declaration of Front Yard Limited Clearing Area Easement, or (b) there is a current violation of the terms of this Declaration, and the requirements for cure of the violation. Each Grantee will provide such certificate within thirty days of receiving such request. For each Grantee that fails to provide such certificate, the requestor may execute and record an affidavit pursuant to Connecticut General Statutes Section 47-12a, representing, as to the non-responding Grantee only, that (1) a request was made to the Grantee for a certificate, (2) the Applicant did not respond to said request in thirty days, and (3) there is no current violation of the terms of this Declaration. Upon execution and recording of said affidavit, there shall be deemed to be no violation of the covenant and restrictions herein as of the date of the affidavit as to the non-responding Grantee only. Upon the written request of a Grantee, a thirty-day extension to provide the certificate shall be granted.

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12. If one or more of the Grantees determines, under Paragraph 11, that a Lot Owner is in violation of the covenants and restrictions herein, the Lot Owner shall submit a detailed written remedial plan to the Grantees, including, as applicable, quantities and sizes of planting materials, soil amendments and planting locations. Within thirty days of receipt, such plan may be reviewed by the Grantees, modified as needed, and authorized in writing for implementation. In the absence of such authorization, the Lot Owner shall proceed, after the passage of thirty days receipt, to implement the plan. After implementation of the plan, the Lot Owner may submit a written request to the Grantees for a certificate that there is no current violation, and the Grantees shall respond to said request in the same manner that they are to respond to a request as stated in Paragraph 11.

13. Any certificate of compliance shall be binding on the Declarant and the Grantees as of its date. Nothing in such certificate shall release the obligations hereunder with respect to any occurrence after the date of such certificate or affidavit.

14. The Declarant reserves for itself, its successors and assigns and their respective successors in title to the Property, or portions thereof, all rights in and to the Property or portions thereof that are not inconsistent with the restrictions and covenants herein contained.

15. The City of Groton shall have the right, but not the obligation, to enforce the terms and conditions of this Declaration of Front Yard Limited Clearing Area Easement and any rules and regulations adopted by the Great Brook Homeowners Association, Inc. for the purpose of implementing and enforcing the intent and purpose of this Declaration of Front Yard Limited Clearing Area Easement.

16. This Declaration of Front Yard Limited Clearing Area Easement shall run with the land in perpetuity and shall be binding upon the Declarant and the Grantees, their successors and assigns forever.

**DECLARATION OF NON-CLEARING EASEMENT
GREAT BROOK SUBDIVISION**

WHEREAS, **The Downes-Patterson Corporation, Inc.**, a Connecticut corporation with a principal place of business in Westerly, Rhode Island (the "Declarant") owns certain property located in the Town of Groton, County of New London and State of Connecticut, more particularly described on **Exhibit A** which is attached hereto and made a part hereof (the "Property"); and

WHEREAS, said Property is located in the Water Resource Protection District of the Town of Groton and upriver from the Groton Reservoir, owned by the City of Groton; and

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WHEREAS, the Declarant has filed with the Town of Groton a certain subdivision plan entitled, "Great Brook Resubdivision, Property Owner/Applicant: The Downes-Patterson Corporation, Gales Ferry Road and Daboll Road, Groton, Connecticut, Scale: 1" = 100', Date: February 18, 2004, Revised through June 10, 2005, DiCesare-Bentley Engineers, Inc., 100 Fort Hill Road Groton, Connecticut, Sheet 12 of 54," subdividing the Property in accordance with that plan (hereinafter referred to as the "Great Brook Subdivision" or the "Subdivision"), which plan is on file with the Town Clerk of the Town of Groton; and

WHEREAS, simultaneously, the Declarant has filed with the Town of Groton a certain plan entitled, "Land Use Restrictions Plan, Prepared for: Great Brook Homeowners Association, Great Brook Road, Mountain Laurel Road and Charlton Lane, Groton, Connecticut, Scale: 1" = 150', Date: March 23, 2005, DiCesare-Bentley Engineers, Inc., 100 Fort Hill Road, Groton, Connecticut, Sheet 1 of 1" (hereinafter referred to as the "Land Use Restrictions Plan"); and

WHEREAS, the Declarant wishes to take steps to protect the water quality of the City of Groton reservoir; and

WHEREAS, the Declarant recognizes that the clearing of land can lead to erosion and sedimentation, as well as the increased use of pesticides and herbicides, each of which can degrade surface and water quality; and

WHEREAS, the Declarant, therefore, wishes to limit the areas on each lot within the Great Brook Subdivision that can be cleared, leaving the remainder of the lot (referred to herein as the "Area Outside the Maximum Clearing Limit" as shown on the Land Use Restrictions Plan and represents the side yard and rear yard setbacks in each lot, except in Lots 10, 17, 23, 31, 32 and 34 where the rear yard clearing limit will be located forty (40) feet from the rear lot line) in its natural condition; and

WHEREAS, the Declarant has declared the Property, being the subdivision less the dedicated Open Space and public rights-of-way as shown on said plan, subject to the Common Interest Ownership Act, Chapter 828 of the General Statutes, and has established the Great Brook Homeowners Association, Inc., a not-for-profit nonstock corporation organized and existing under the laws of the State of Connecticut, to enforce the terms and conditions of said Declaration and this Covenant;

NOW, THEREFORE, the Declarant does hereby publish, declare and impose the following covenants and restrictions on the Property in favor of, and enforceable by, the City of Groton, a municipal corporation organized and existing under the laws of the State of Connecticut and wholly located within the Town of Groton, County of New London and State of Connecticut, acting through its Director of Utilities; and/or the Great Brook Homeowners Association, Inc., (hereinafter referred to as the Grantees), jointly or severally, in connection with the Subdivision, which covenants and restrictions are intended to and shall be deemed to be a "conservation restriction" within the meaning of Sections 47-42a through 47-42c of the Connecticut General Statutes, as amended to the date hereof.

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1. All clearing, other than appropriate forestry maintenance, which consists of the removal of dead or dangerous branches, or as provided in Paragraph 2 below, is prohibited within the Area Outside the Maximum Clearing Limit within the lots, as shown on said Subdivision.

2. Any clearing of the Area Outside the Maximum Clearing Limit, such as the removal, cutting, trimming and pruning of any live vegetative growth, with hand-held tools; disturbance of root zone; and disturbance of surficial vegetative matter, shall only be permitted as provided herein. Clearing may be classified as “maintenance clearing” or “significant clearing” and shall be in accordance with the following guidelines. The Planning Department of the Town of Groton also regulates clearing in the nonclearing areas, under the Subdivision Plan, and may allow maintenance clearing to occur if it complies with the conditions of the Plan. Consultation with the Planning Department is recommended before any clearing occurs. Significant clearing is permitted only if there is an unavoidable need. Examples of unavoidable need include access and the installation of utilities.

(a) Maintenance clearing is defined as any work that reduces the size of plant growth. Maintenance clearing includes trimming, pruning or removal of vegetative debris; removal of diseased or unsightly plant specimens or portions of plants; removal of invasive plant species, as defined by the Connecticut Department of Environmental Protection; thinning of saplings (less than 4 inches in diameter and 4.5 feet above the ground surface) to reduce crowding and promote better development of adjacent specimens; and limited disturbance of the soil, root zone and ground layer vegetation within 3 feet of the edge of the non-clearing area, to install individual supplemental shrub and/or flowering plantings, preferably native plantings. Maintenance clearing may not be performed in any way that is hazardous to the continued growth of a plant, such as excessive pruning, or that measurably increases sun exposure to the ground surface.

(b) Significant clearing is defined as anything more intensive than maintenance clearing, such as disturbing the ground surface, the shrub layer, or trees of any maturity (greater than 4-inch caliper and 4.5 feet above the ground surface). Prior to any significant clearing activities, the Town of Groton shall be consulted regarding compliance with subdivision and zoning regulations, as such clearing may require explicit approval of the Planning Department in accordance with the terms of the Subdivision Plan. Significant clearing activities require a restoration plan, which should include:

(i) Stockpiling the top 6 inches of natural forest topsoil and leaf duff, at the time of soil disturbance;

(ii) Protecting the topsoil stockpile from erosion with a perimeter silt fence;

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- (iii) After disturbance activity is complete, replacement of topsoil, using additional purchased sandy loam topsoil only as needed. Topsoil should be loose. If the top surface is elevated 3 to 5 inches above the adjacent lot to create a low berm, the width of the limited buffer area need only be 15 feet wide. Replacement soil and mulch shall be free of known invasive seeds and root fragments;
 - (iv) Planting of naturalizing or ornamental shrubs and trees, suggested species being included in the approved subdivision plans. Saplings for transplanting shall include red oak, white oak, black birch, beech, pignut hickory, and/or shagbark hickory;
 - (v) Placement of straw mulch as a temporary erosion control; and
 - (vi) Providing additional erosion control devices, as required.
3. No pesticides (insecticides, herbicides, biocides, fungicides, miticides, or any others), fertilizers, other chemicals for lawns and ground care, or electric pet control devices shall be utilized or located in the Area Outside the Maximum Clearing Limit.
 4. No trash, grass clippings, ashes, waste, rubbish, garbage, junk or unsightly or unreasonably offensive materials shall be placed within said Area Outside the Maximum Clearing Limit.
 5. No grass shall be planted in the Area Outside the Maximum Clearing Limit.
 6. Durable metal or plastic signs shall mark the limits of the non-clearing area spaced no farther than 50 feet apart and attached to trees or posts. They shall be replaced as needed by the Great Brook Homeowners Association, Inc. Signs shall read, "Limit of Non-Clearing Area for Watershed Protection, Great Brook Homeowners Association, Inc."
 7. The Great Brook Homeowners Association, Inc., shall adopt rules and regulations for the purpose of implementing and enforcing the intent and purpose of this Declaration of Non-Clearing Easement.
 8. In the event of a finding of a violation of this Declaration of Non-Clearing Easement by a court of competent jurisdiction, said court may award, in addition to damages and remedial orders, costs and reasonable attorney's fees.

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9. If circumstances arise under which an amendment to or modification of this Declaration of Non-Clearing Easement is appropriate, Declarant, or if Declarant, its successors and assigns no longer own property in the subdivision, the Great Brook Homeowners Association, Inc., acting by its Board of Directors, may amend this Declaration of Non-Clearing Easement, provided that no amendment shall be allowed that will affect the qualification of this Declaration of Non-Clearing Easement or the status of the Grantees under any applicable laws including Sections 47-42a through 47-42c of the Connecticut General Statutes, as amended. Any amendment shall be consistent with the purpose of this Declaration of Non-Clearing Easement and shall not affect its perpetual duration. Any amendment will be evidenced by an instrument suitable for recording executed by the Declarant, or if the Declarant, its successors and assigns, no longer own property within the subdivision, by the Great Brook Homeowners Association, Inc., acting by its Board of Directors. In the event the Declarant, its successors and/or assigns amends this Declaration of Non-Clearing Easement, said amendment, to be valid, shall also be executed by the Grantees, through the Director of Utilities for the City of Groton and the Board of Directors for the Great Brook Homeowners Association, Inc., with the advice of such administrative agencies the Grantees deem appropriate. Any such amendment shall be recorded in the land records of the Town of Groton, Connecticut.

10. Upon written request from the Declarant, its successors and/or assigns, the owner of a lot in the Subdivision of the Property ("Lot Owner"), or a mortgagee, the Grantees, through the Director of Utilities for the City of Groton, and the Board of Directors for the Great Brook Homeowners Association, Inc., will each execute a certificate, in a form suitable for recording, that states either (a) that there is no current violation of the terms of this Declaration of Non-Clearing Easement, or (b) there is a current violation of the terms of this Declaration, and the requirements for cure of the violation. Each Grantee will provide such certificate within thirty days of receiving such request. For each Grantee that fails to provide such certificate, the requestor may execute and record an affidavit pursuant to Connecticut General Statutes Section 47-12a, representing, as to the non-responding Grantee only, that (1) a request was made to the Grantee for a certificate, (2) the Grantee did not respond to said request in thirty days, and (3) there is no current violation of the terms of this Declaration. Upon execution and recording of said affidavit, there shall be deemed to be no violation of the covenant and restrictions herein as of the date of the affidavit as to the non-responding Grantee only. Upon the written request of the Grantee, a thirty-day extension to provide the certificate shall be granted.

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11. If one or more of the Grantees determines, under Paragraph 10, that the Owner is in violation of the covenants and restrictions herein, the Lot Owner shall submit a detailed written remedial plan to the Grantees, including, as applicable, quantities and sizes of planting materials, soil amendments and planting locations. Within thirty days of receipt, such plan may be reviewed by the Grantees, modified as needed, and authorized in writing for implementation. In the absence of such authorization, the Lot Owner shall proceed, after the passage of thirty days receipt, to implement the plan. After implementation of the plan, the Lot Owner may submit a written request to the Grantees for a certificate that there is no current violation, and the Grantees shall respond to said request in the same manner that they are to respond to a request as stated in Paragraph 10.

12. Any certificate of compliance shall be binding on the Declarant and the Grantees as of its date. Nothing in such certificate shall release the obligations hereunder with respect to any occurrence after the date of such certificate or affidavit.

13. The Declarant reserves for itself, its successors and assigns and their respective successors in title to the Property, or portions thereof, all rights in and to the Property or portions thereof that are not inconsistent with the restrictions and covenants herein contained.

14. The City of Groton shall have the right, but not the obligation, to enforce the terms and conditions of this Declaration of Non-Clearing Easement and any rules and regulations adopted by the Great Brook Homeowners Association, Inc. for the purpose of implementing and enforcing the intent and purpose of this Declaration of Non-Clearing Easement.

15. This Declaration of Non-Clearing Easement shall run with the land in perpetuity and shall be binding upon the Declarant and the Grantees, their successors and assigns forever.

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EXHIBIT A

DICESARE-BENTLEY ENGINEERS, INC.

Project Name: GREAT BROOK SUBDIVISION

Project No. 01-014.03 OVERALL BOUNDARY

Prepared By: J. Huntley

Date: July 25, 2005

A CERTAIN PARCEL OF LAND LOCATED ON THE NORTHERLY SIDE OF DABOLL ROAD NORTHERLY OF GOLD STAR HIGHWAY (CONNECTICUT ROUTE 184), AND THE WESTERLY SIDE OF GALES FERRY ROAD IN THE TOWN OF GROTON, COUNTY OF NEW LONDON, STATE OF CONNECTICUT, SAID PARCEL BEING SHOWN ON A PLAN TITLED: "PROPERTY SURVEY, PROPERTY OF THE DOWNES-PATTERSON CORPORATION, GALES FERRY ROAD AND DABOLL ROAD, GROTON, CONNECTICUT, SCALE: 1"=100', DATE: FEBRUARY 18, 2004 REVISED THROUGH JUNE 10, 2005, DICESARE-BENTLEY ENGINEERS, INC. 100 FORT HILL ROAD GROTON, CONNECTICUT" ON SHEETS 4 OF 56 AND 5 OF 56 AND IS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A REBAR ON THE NORTHERLY STREET LINE OF DABOLL ROAD, SAID POINT BEING THE SOUTHEASTERLY CORNER OF LAND NOW OR FORMERLY OF KAREN BROWN AND A SOUTHERLY CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE RUNNING N 48° 15' 09" E BY AND WITH THE NORTHERLY STREET LINE OF DABOLL ROAD FOR A DISTANCE OF 11.31 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 660.00 FEET, A CHORD OF 172.75 FEET AND A CHORD BEARING OF N 55° 45' 59" E;

THENCE RUNNING IN A NORTHEASTERLY DIRECTION BY AND WITH SAID NORTHERLY STREET LINE AND BY AND WITH THE ARC OF SAID CURVE FOR A DISTANCE OF 173.24 FEET THROUGH A CENTRAL ANGLE OF 15° 02' 22" TO A POINT;

THENCE DEPARTING SAID NORTHERLY STREET LINE OF DABOLL ROAD AND RUNNING IN A GENERALLY NORTHERLY DIRECTION BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF THE SEAPORT COMMUNITY CHURCH OF THE ASSEMBLIES OF GOD, INC. THE FOLLOWING NINETEEN COURSES:

N 31° 56' 13" W A DISTANCE OF 155.60 FEET TO A POINT IN A STONE WALL;

S 80° 30' 38" W A DISTANCE OF 60.38 FEET TO A POINT;

S 59° 33' 52" W A DISTANCE OF 44.85 FEET TO A POINT;

N 30° 26' 08" W A DISTANCE OF 60.00 FEET TO A POINT;

N 80° 30' 38" E A DISTANCE OF 124.11 FEET TO A DRILL HOLE IN A STONE WALL;

N 07° 53' 48" W A DISTANCE OF 105.87 FEET TO A DRILL HOLE;

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N 12° 56' 22" W A DISTANCE OF 10.69 FEET TO A DRILL HOLE;

N 04° 54' 09" W A DISTANCE OF 161.33 FEET TO A REBAR;

N 05° 34' 47" W A DISTANCE OF 69.24 FEET TO A DRILL HOLE;

N 03° 06' 54" W A DISTANCE OF 130.18 FEET TO A DRILL HOLE;

N 11 ° 51' 44" W A DISTANCE OF 200.17 FEET TO A DRILL HOLE;

N 10° 58' 08" W A DISTANCE OF 10.44 FEET TO A DRILL HOLE;

N 07° 59' 28" W A DISTANCE OF 31.43 FEET TO A DRILL HOLE;

N 00° 15' 38" W A DISTANCE OF 13.75 FEET TO A DRILL HOLE;

N 08° 38' 54" W A DISTANCE OF 215.91 FEET TO A DRILL HOLE;

N 02° 05' 42" E A DISTANCE OF 164.63 FEET TO A DRILL HOLE;

N 05° 53' 42" E A DISTANCE OF 54.94 FEET TO A POINT, THE LAST TWELVE COURSES RUNNING BY AND ALONG A STONE WALL;

THENCE N 56° 38' 37" E A DISTANCE OF 36.73 FEET TO A STONE BOUND;

THENCE CONTINUING N 56° 38' 37" E A DISTANCE OF 559.90 FEET TO A POINT ON THE SOUTHWESTERLY PROPERTY LINE OF LAND NOW OR FORMERLY OF MAJESTIC PROPERTIES, LLC;

THENCE RUNNING N 24° 49' 56" W BOUNDED NORTHEASTERLY BY SAID LAND OF MAJESTIC PROPERTIES, LLC A DISTANCE OF 35.64 FEET TO AN IRON PIPE;

THENCE RUNNING IN A GENERALLY NORTHEASTERLY DIRECTION BOUNDED SOUTHEASTERLY BY LAND OF SAID MAJESTIC PROPERTIES, LLC THE FOLLOWING SIX COURSES;

N 85° 03' 01" E A DISTANCE OF 237.28 FEET TO A POINT;

N 70° 22' 22" E A DISTANCE OF 275.48 FEET TO A POINT;

N 67° 39' 40" E A DISTANCE OF 219.78 FEET TO A POINT;

N 49° 42' 14" E A DISTANCE OF 98.34 FEET TO A POINT;

THENCE CONTINUING N 49° 42' 14" E A DISTANCE OF 108.51 FEET TO A DRILL HOLE;

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THENCE N 38° 42' 13" E A DISTANCE OF 83.43 FEET TO A POINT ON THE SOUTHWESTERLY STREET LINE OF GALES FERRY ROAD, SAID POINT BEING THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE RUNNING N 54° 32' 18" W BY AND WITH SAID SOUTHWESTERLY STREET LINE FOR A DISTANCE OF 38.07 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 470.00 FEET, A CHORD OF 154.72 FEET AND A CHORD BEARING OF N 64° 00' 42" W;

THENCE RUNNING IN A WESTERLY DIRECTION BY AND WITH SAID SOUTHWESTERLY STREET LINE AND BY AND WITH THE ARC OF SAID CURVE FOR A DISTANCE OF 155.42 FEET THROUGH A CENTRAL ANGLE OF 18° 56' 49" TO A POINT;

THENCE RUNNING N 73° 29' 08" W BY AND WITH SAID SOUTHWESTERLY STREET LINE FOR A DISTANCE OF 255.95 FEET TO A POINT;

THENCE RUNNING N 76° 56' 18" W BY AND WITH SAID SOUTHWESTERLY STREET LINE FOR A DISTANCE OF 88.10 FEET TO AN IRON PIPE;

THENCE CONTINUING N 76° 56' 18" W BY AND WITH SAID SOUTHWESTERLY STREET LINE FOR A DISTANCE OF 11.99 FEET TO A POINT;

THENCE DEPARTING SAID SOUTHWESTERLY STREET LINE AND RUNNING S 64° 49' 05" W BOUNDED BY LAND NOW OR FORMERLY OF AGUSTADI & LIANTO LEE FENTY FOR A DISTANCE OF 291.40 FEET TO A POINT;

THENCE RUNNING N 25° 08' 40" W BOUNDED NORTHEASTERLY BY SAID LAND OF FENTY FOR A DISTANCE OF 202.56 FEET TO A POINT;

THENCE RUNNING N 62° 27' 02" E BOUNDED SOUTHERLY BY SAID LAND OF FENTY FOR A DISTANCE OF 84.45 FEET TO A POINT;

THENCE RUNNING N 36° 01' 22" W BOUNDED NORTHEASTERLY BY LAND NOW OR FORMERLY OF JAMES G. SMITH AND JODY L. SMITH FOR A DISTANCE OF 239.91 FEET TO A POINT;

THENCE RUNNING N 42° 36' 49" W PASSING THROUGH A REBAR, BOUNDED NORTHEASTERLY IN PART BY LAND NOW OR FORMERLY OF RICHARD W. SHARP AND SANDRA A. SHARP AND IN PART BY LAND NOW OR FORMERLY OF JEFFREY A. DOZIER AND JACQUELINE DOZIER FOR A DISTANCE OF 351.43 FEET TO A POINT;

THENCE RUNNING N 05° 54' 41" W BOUNDED EASTERLY BY SAID LAND OF DOZIER FOR A DISTANCE OF 105.00 FEET TO A REBAR;

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THENCE CONTINUING N 05° 54' 41" W BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF WILLIAM L. SHIPMAN AND DONNA M. SHIPMAN FOR A DISTANCE OF 170.00 FEET TO A REBAR;

THENCE RUNNING N 89° 52' 47" E BOUNDED SOUTHERLY BY SAID LAND OF SHIPMAN FOR A DISTANCE OF 173.86 FEET TO AN IRON PIPE;

THENCE CONTINUING N 89° 52' 47" E BOUNDED SOUTHERLY BY SAID LAND OF SHIPMAN FOR A DISTANCE OF 23.23 FEET TO A POINT ON A CURVE ON THE WESTERLY STREET LINE OF GALES FERRY ROAD, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 560.04 FEET, A CHORD OF 18.78 FEET AND CHORD BEARING OF N 05° 27' 32" W;

THENCE RUNNING IN A NORTHERLY DIRECTION BY AND WITH SAID WESTERLY STREET LINE AND BY AND WITH THE ARC OF SAID CURVE FOR A DISTANCE OF 18.78 FEET THROUGH A CENTRAL ANGLE OF 01° 55' 16" TO A POINT;

THENCE RUNNING N 04° 29' 54" W BY AND WITH SAID WESTERLY STREET LINE FOR A DISTANCE OF 103.67 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 500.00 FEET, A CHORD OF 43.74 FEET AND CHORD BEARING OF N 07° 00' 20" W;

THENCE RUNNING IN A NORTHERLY DIRECTION BY AND WITH SAID WESTERLY STREET LINE AND BY AND WITH THE ARC OF SAID CURVE FOR A DISTANCE OF 43.76 FEET THROUGH A CENTRAL ANGLE OF 05° 00' 51" TO A POINT AT THE SOUTHEASTERLY CORNER OF LAND NOW OR FORMERLY OF PAULA R. HALDEMAN;

THENCE DEPARTING SAID WESTERLY STREET LINE AND RUNNING N 89° 13' 14" W BOUNDED NORTHERLY BY SAID LAND OF HALDEMAN FOR A DISTANCE OF 94.45 FEET TO A REBAR;

THENCE CONTINUING N 89° 13' 14" W BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF ERIK A. WOLFGANG AND JEANNE C. WOLFGANG FOR A DISTANCE OF 135.34 FEET TO A POINT;

THENCE RUNNING N 30° 54' 41" W BOUNDED NORTHEASTERLY BY SAID LAND OF WOLFGANG FOR A DISTANCE OF 215.00 FEET TO A REBAR;

THENCE CONTINUING N 30° 54' 41" W BOUNDED NORTHEASTERLY BY SAID LAND OF WOLFGANG FOR A DISTANCE OF 30.00 FEET TO A POINT;

THENCE CONTINUING N 30° 54' 41" W BOUNDED NORTHEASTERLY BY LAND NOW OR FORMERLY OF JERALD K. COTTER, JR. AND KIM M. COTTER FOR A DISTANCE OF 280.00 FEET TO A POINT;

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THENCE RUNNING N 59° 05' 19" E BOUNDED SOUTHEASTERLY IN PART BY SAID LAND OF COTTER AND IN PART BY LAND NOW OR FORMERLY OF WILLIAM A. GRASSER III AND MICHELE M. GRASSER FOR A DISTANCE OF 230.00 FEET TO A POINT ON THE WESTERLY STREET LINE OF GALES FERRY ROAD;

THENCE RUNNING N 30° 54' 41" W BY AND WITH SAID WESTERLY STREET LINE FOR A DISTANCE OF 135.00 FEET TO A POINT AT THE EASTERLY CORNER OF LAND NOW OR FORMERLY OF THE CITY OF GROTON, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE DEPARTING SAID WESTERLY STREET LINE AND RUNNING IN A GENERALLY SOUTHWESTERLY DIRECTION, BOUNDED NORTHWESTERLY BY LAND NOW OR FORMERLY OF THE CITY OF GROTON THE FOLLOWING THIRTEEN COURSES:

S 61° 40' 58" W A DISTANCE OF 424.79 FEET TO A DRILL HOLE;

S 28° 50' 17" W A DISTANCE OF 471.58 FEET TO A POINT;

S 53° 08' 23" W A DISTANCE OF 616.42 FEET TO AN IRON PIPE;

S 15° 45' 50" E A DISTANCE OF 398.13 FEET TO A POINT;

S 10° 25' 13" W A DISTANCE OF 297.91 FEET TO A CONCRETE MONUMENT;

S 45° 19' 32" W A DISTANCE OF 245.97 FEET TO A POINT;

S 80° 15' 37" W A DISTANCE OF 78.77 FEET TO A SPIKE;

S 77° 33' 15" W A DISTANCE OF 200.79 FEET TO A CONCRETE MONUMENT;

S 42° 04' 26" W A DISTANCE OF 280.33 FEET TO A CONCRETE MONUMENT;

S 04° 03' 33" E A DISTANCE OF 333.86 FEET TO A CONCRETE MONUMENT;

S 16° 39' 07" E A DISTANCE OF 482.18 FEET TO A POINT;

S 22° 46' 33" E A DISTANCE OF 267.70 FEET TO A CONCRETE MONUMENT;

S 07° 23' 31" W A DISTANCE OF 683.87 FEET TO A CONCRETE MONUMENT;

THENCE CONTINUING S 07° 23' 31" W BOUNDED WESTERLY BY LAND NOW OR FORMERLY OF CONSTANTINE HARMACEY FOR A DISTANCE OF 182.18 FEET TO A POINT AT THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE RUNNING N 74° 06' 00" E BOUNDED SOUTHERLY BY SAID LAND OF HARMACEY FOR A DISTANCE OF 549.99 FEET TO AN IRON PIPE;

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THENCE RUNNING N 39° 36' 17" W BOUNDED NORTHEASTERLY BY LAND NOW OR FORMERLY OF CHERRIE A. HILES FOR A DISTANCE OF 263.16 FEET TO A POINT IN A STONE WALL;

THENCE RUNNING N 84° 54' 43" E BY AND ALONG SAID STONE WALL BOUNDED SOUTHERLY BY SAID LAND OF HILES FOR A DISTANCE OF 43.00 FEET TO A DRILL HOLE AT AN ANGLE POINT IN SAID STONE WALL;

THENCE RUNNING N 58° 45' 38" E BY AND ALONG SAID STONE WALL BOUNDED SOUTHEASTERLY BY SAID LAND OF HILES FOR A DISTANCE OF 50.46 FEET TO A POINT AT THE END OF SAID STONE WALL;

THENCE RUNNING N 59° 26' 20" E BOUNDED SOUTHEASTERLY BY LAND NOW OR FORMERLY OF KEVIN J. ROUGH FOR A DISTANCE OF 54.86 FEET TO AN ANGLE POINT;

THENCE RUNNING N 62° 25' 19" E BOUNDED SOUTHEASTERLY BY SAID LAND OF ROUGH FOR A DISTANCE OF 511.41 FEET TO A CONCRETE MONUMENT;

THENCE RUNNING S 55° 10' 13" E BOUNDED SOUTHWESTERLY BY SAID LAND OF ROUGH FOR A DISTANCE OF 101.25 FEET TO A DRILL HOLE;

THENCE RUNNING S 55° 41' 58" E BOUNDED SOUTHWESTERLY BY SAID LAND OF ROUGH FOR A DISTANCE OF 118.74 FEET TO A DRILL HOLE;

THENCE RUNNING S 69° 44' 56" E BOUNDED SOUTHWESTERLY BY SAID LAND OF ROUGH FOR A DISTANCE OF 46.70 FEET TO A DRILL HOLE;

THENCE RUNNING S 39° 40' 15" E BOUNDED SOUTHWESTERLY BY SAID LAND OF ROUGH FOR A DISTANCE OF 247.48 FEET TO AN IRON PIPE;

THENCE RUNNING S 45° 57' 56" E BOUNDED SOUTHWESTERLY BY LAND NOW OR FORMERLY OF JAMES W. KARLEN AND MARY L. KARLEN FOR A DISTANCE OF 27.21 FEET TO A REBAR;

THENCE RUNNING S 06° 59' 35" E BOUNDED WESTERLY IN PART BY SAID LAND OF KARLEN AND IN PART BY LAND NOW OR FORMERLY OF TOBY G. ARSCOTT AND JANICE M. ARSCOTT FOR A DISTANCE OF 130.42 FEET TO A POINT IN A STONE WALL;

THENCE RUNNING N 88° 39' 53" E BY AND ALONG A STONE WALL BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF KAREN BROWN FOR A DISTANCE OF 105.05 FEET TO AN ANGLE POINT IN SAID STONE WALL;

THENCE RUNNING S 24° 25' 00" E BOUNDED SOUTHWESTERLY BY SAID LAND OF BROWN FOR A DISTANCE OF 268.32 FEET TO THE POINT AND PLACE OF BEGINNING;

SAID PARCEL CONTAINS 5,460,146 SQUARE FEET MORE OR LESS (125.35 ACRES MORE OR LESS).

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WHEREAS, the City of Groton Utilities Commission at its regular meeting held on August 24, 2005 authorized Management to accept the Open Space Deed and request the City of Groton be named as Grantee on the three Conservation Easements; and

WHEREAS, the City of Groton Planning and Zoning Commission at its regularly scheduled meeting to held on September 20, 2005 in accordance with Connecticut General Statutes § 8-24 authorized the Management to accept the Open Space Deed and the three Conservation Easements from The Downes-Patterson Corporation, Incorporated, intended to protect the water quality of Great Brook and the Reservoir; and

WHEREAS, this resolution was published in *The Day*, a newspaper having circulation in the City of Groton on September 23, 2005 and September 24, 2005;

WHEREAS, this Ordinance shall be effective upon final approval;

THEREFORE, BE IT RESOLVED that the Mayor and Council **finally** approve an “Ordinance to accept from The Downes-Patterson Corporation, Incorporated, P.O. Box 1637, Westerly, Rhode Island, the Open Space Deed and the three Conservation Easements naming the City of Groton as Grantee”.

Councilor Hale moved **Councilor Schick** seconded a motion to approve **R-05-10-97**.

There was some discussion regarding the enforcement ability of the City now that the Town Council has rejected being a part of the agreement. The City Attorney has advised that further negotiation take place before passing this. Deputy Mayor Duarte stated that he had concerns about the agreement from the beginning and was glad to have another look at it.

Councilor Galbraith asked if rejecting it at this time would mean that the City would lose the opportunity to renegotiate the terms.

Mr Wilson said no it would not. Mr. Wilson stated that the initial groundwork to put this together had been excellent and that they would continue to try to come to terms.

Motion failed 0-6-0.

R-05-10-98 RESOLUTION APPROPRIATING SEVEN MILLION ONE HUNDRED FIFTY SIX THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS AND NO CENTS (\$7,156,139.00) FOR THE DEPARTMENT OF UTILITIES 2005 ELECTRIC BOND FUND PROGRAM PROVIDING FOR IMPROVEMENTS TO THE CITY’S ELECTRIC SYSTEM AND AUTHORIZING THE ISSUANCE OF BONDS AND TEMPORARY NOTES OF THE CITY IN AN AMOUNT NOT TO EXCEED SEVEN MILLION ONE HUNDRED FIFTY SIX THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS AND NO CENTS (\$7,156,139.00) TO FINANCE SAID APPROPRIATION

BE IT RESOLVED THAT:

Section 1. The City of Groton appropriate SEVEN MILLION ONE HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS (\$7,156,139.00) to fund the Department of Utilities 2005 Electric Bond Fund Program

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which provides for the following improvements to the City of Groton electric system (the “Project”):

- a. Upgrade to Electric Boat Metering/Switching Station
- b. Pole Replacement Program
- c. Fiber Optic Cable Installation
- d. Buddington Substation – 115 kV Ring Buss
- e. Automatic Meter Reading (AMR)

The appropriation may be spent for design, acquisition, construction and installation costs, materials, labor, architect’s fees, engineering fees, legal fees, net interest on borrowings and other financing costs, and other expenses related to the Project.

Section 2. The City issue its bonds in an amount not to exceed SEVEN MILLION ONE HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS (\$7,156,139.00) to finance the appropriation for the Project, maturing not later than the twentieth year following their date of issuance. The bonds shall be general obligations of the City of Groton, secured by the irrevocable pledge of the full faith and credit of the City. The bonds may be issued in one or more series, and any series may be sold as a single issue or consolidated with any other bonds of the City. The bonds shall be executed in the name and on behalf of the City by the manual or facsimile signatures of the Mayor and the City Treasurer, and shall bear the seal of the City or a facsimile thereof. The law firm of Hawkins Delafield & Wood LLP is designated as bond counsel to approve the legality of the bonds. The Director of Finance, subject to the approval of the Mayor and in accordance with the General Statutes of Connecticut, as amended, is authorized to determine the amount, date, interest rates, maturities, form, denominations and other details of the bond; to designate a bank or trust company to be certifying bank, registrar, transfer agent and paying agent for the bonds; to sell the bonds at public or private sale; to deliver the bonds; and to perform all other acts and enter into any agreements which are necessary or appropriate to market, sell and issue the bonds.

Section 3. The City issue and renew its temporary notes from time to time in anticipation of the receipt of the proceeds from the sale of the bonds for the Project, provided the amount of notes outstanding at any time shall not exceed SEVEN MILLION ONE HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS (\$7,156,139.00). The notes shall be issued pursuant to Section 7-378 of the General Statutes of Connecticut, Revision of 1958, as amended, and shall be general obligations of the City of Groton, secured by the irrevocable pledge of the full faith and credit of the City. The City shall comply with the provisions of Section 7-378a of the General Statutes if the notes do not mature within the time permitted by said Section 7-378. The notes shall be executed in the name and on behalf of the City by the manual or facsimile signatures of the Mayor and the City Treasurer, and shall bear the seal of the City or a facsimile thereof. The law firm of Hawkins Delafield & Wood LLP is designated as bond counsel to approve the legality of the notes. The Director of Finance, subject to the approval of the Mayor and in accordance with the General Statutes of Connecticut, as amended, is authorized to determine the amounts, dates, interest rates, maturities, form, denominations and other details of the notes; to sell the notes at public or private sale; to deliver the notes; and to perform all other acts which are necessary or appropriate to market, sell and issue the notes.

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Section 4. The City hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that Project costs may be paid from temporary advances of available funds and that (except to the extent reimbursed from grant moneys) the City reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized above for the Project. The Mayor and Director of Finance are hereby authorized to amend such declaration of official intent as they deem necessary or advisable and the Mayor and Director of Finance may bind the City pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds or notes authorized by this resolution if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years.

Section 5. The Director of Finance, on behalf of the City, is hereby authorized to make representations and enter into written agreements for the benefit of the holders of the bonds or notes to provide secondary market disclosure information, which agreements may include such terms as he deems advisable or appropriate in order to comply with applicable laws or rules pertaining to the sale or purchase of such bonds or notes.

Section 6. That the Mayor, the Director of Finance and other proper officers of the City are authorized to take any other action which is necessary or desirable to enable the City to complete said Project and to issue bonds or notes to finance the aforesaid appropriation

Section 7. That this resolution shall take effect upon its approval at a duly warned and held Special City (Freeman's) Meeting to be held on **Monday, November 21, 2005 at 7:00 P.M. (E.S.T.)** in the Council Chambers at the Groton Municipal Building.

Councilor Poppe moved **Councilor Street** seconded a motion to approve **R-05-10-98**. Glenn Wilson, Director, Groton Utilities, and Brian Roche, General Manager, Electric Operations presented information and answered questions regarding the 5 projects that would be implemented under the 2005 Electric Bond Fund Program. Copies of the mini-descriptions of the 2005 Electric Bond Fund Program are available for inspection with the City Clerk.
Motion passed unanimously.

R-05-10-99 RESOLUTION THAT THE MAYOR AND COUNCIL INITIALLY APPROVE "AN ORDINANCE AUTHORIZING EXPENDITURES FOR THE DEPARTMENT OF UTILITIES 2005 ELECTRIC BOND FUND PROGRAM"

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GROTON THAT:

Section 1. Consistent with the recommendation of the Commissioners of the City of Groton Department of Utilities and the approval of the City of Groton Planning and Zoning Commission, the expenditure of \$7,156,139 for the following projects of the City of Groton Department of Utilities 2005 Electric Bond Fund Program, which will provide for improvements to the City's electric system, is hereby approved.

- (a) Upgrade to Electric Boat Metering/Switching Station
- (b) Pole Replacement

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- (c) Fiber Optic Cable Installation
- (d) Buddington Substation – 115 kV Ring Buss
- (e) Automatic Meter Reading (AMR)

Section 2. This Ordinance shall take effect upon passage.

THEREFORE, BE IT RESOLVED that the Mayor and Council **initially** approve “An Ordinance authorizing expenditures for the Department of Utilities 2005 Electric Bond Fund Program”.

Deputy Mayor Duarte moved **Councilor Schick** seconded a motion to approve **R-05-10-99**.
Motion passed unanimously.

X. POSSIBLE EXECUTIVE SESSION

Councilor Hale moved **Councilor Schick** seconded a motion to enter into Executive Session to discuss business strategy to include Glenn Wilson and Al Dion. **Motion passed unanimously.**
Councilor Hale left prior to the start of the Executive Session at 8:55 p.m.

Executive Session commenced at 8:56 p.m.

Councilor Street moved **Councilor Galbraith** seconded to exit Executive Session. **Motion passed unanimously.**

Executive Session ended at 9:27 p.m.

XI. COMMENTS FROM EXECUTIVE SESSION

None.

XII. ADJOURNMENT

Councilor Schick moved **Councilor Galbraith** seconded a motion to adjourn. **Motion passed unanimously.**

Mayor Popp adjourned the meeting at 9:27 p.m.

ATTEST:

APPROVED:

**Debra Patrick
City Clerk**