

Planning Commission Regular Meeting Minutes

Tuesday March 1st, 2016

Present: Brian Schuch, Chairman
Joan Bengtson
Peter Lynch
Rita Palazzo
Brenda Henderson
Kirk Scott, Alternate *(Sat as Regular Member)

Also Present: Gary Goeschel, Planning Director
Anthony Arias, Alternate
Michael Hess, Alternate

FILED IN EAST LYME
CONNECTICUT
Mar 3 2016 AT 3:45 AM/PM
C. W. G. A. R.
EAST LYME TOWN CLERK

Absent: Ernie Covino
Holly Cheeseman, Ex-Officio

Mr. Schuch called this Regular Meeting of the Planning Commission to order at 7:15 p.m.

I. Public Delegations

Public Delegations is the time when members of the public are invited to speak to the Commission about certain matters. Issues or concerns related to approve subdivisions under construction (Item VI) and in-house proposals or general topics of discussion (Item VII) are open to comment. Items, referrals, or applications subject to a decision by the Commission, a public hearing, or in litigation may not be discussed. The members of the Commission will not directly answer questions or make comment during delegations.

John Bialowans Jr. of 61 Walnut Hill Road came forward to share his thoughts regarding the Solar Farm and Centerplan. Mr. Bialowans wrote a letter to the Commission and read into the record and gave the Commission literature regarding Centerplan (attached.) He strongly cautioned the Commission that the Town should think carefully before working with Centerplan again. He said that he hoped politics wouldn't interfere in the future like it did with the Solar Farm.

Mr. Bialowans said that the Town made many mistakes in regards to the Solar Farm and how the topic was presented to the people. He said that Centerplan has done nothing but damage to his property and the surrounding properties.

Mr. Schuch thanked Mr. Bialowans for his comments.

II. Approval of Minutes
A. February 2nd, 2016 Meeting Minutes

Mr. Goeschel said he had one correction; line 1, page 1 of the minutes reads "Public Hearing," it should read "Regular Meeting."

- ****Motion (1)**

Ms. Bengtson moved to approve the Planning minutes of the February 2nd, 2016 meeting as amended. Mr. Lynch seconded the motion.

Vote: 5-0-1. Motion passed.

Ms. Henderson abstained from the vote due to her absence from the February 2nd, 2016 meeting.

B. February 16th, 2016 Special Meeting Minutes

- ****Motion (2)**

Ms. Palazzo moved to approve the Special Planning minutes of February 16th, 2016.

Mr. Lynch seconded the motion.

Vote: 5-0-1. Motion passed.

Ms. Henderson abstained from the vote due to her absence from the February 16th, 2016 meeting.

III. Subdivision Regulations

A. Application of the East Lyme Planning Commission to amend the East Lyme Subdivision Regulations Section 9- Assurances for Completion and Maintenance of Improvements

Mr. Goeschel suggested making the effective date of the revised regulations March 24th, 2016 so that there is adequate time to publish the amendment.

- ****Motion (3)**

Ms. Palazzo said the Planning Commission exercising its authority to CGS 8-24 and having reviewed the proposal for a text amendment to Section 9 of the East Lyme Subdivision Regulations, hereby moves to approve the proposed text amendment to Section 9- Assurances for the Completion and Maintenance of Improvements of the East Lyme Subdivision Regulations, which shall become effective March 24th, 2016.

Ms. Bengtson seconded the motion.

Vote: 6-0-0. Motion passed.

IV. Zoning Referrals (CGS 8-3a)

Proposed changes in zoning regulations or boundaries shall be referred to the Planning Commission for a report that shall contain the findings of the planning commission on consistency of a proposed regulation or boundary changes with the Plan of Development and any other recommendations the Planning

Commission deems relevant. Failure of the Planning Commission to report prior to or at the hearing shall be taken as approval of such proposals. The report of the Planning Commission regarding such proposal shall include the reasons for the commission's vote and shall be incorporated into the records of any public hearing held thereon by the Zoning Commission. A proposal disapproved by the Planning Commission may be adopted by the Zoning Commission by a vote of not less than two-thirds of all the members of Zoning Commission.

A. Application of Theodore A Harris for a text amendment to the East Lyme Zoning Regulations to add a definition for an Anchor Store in the Gateway District

Mr. Goeschel provided the Commission with a copy of Attorney Harris' letter dated January 27th, 2016, a copy of George McPherson's letter (acting as the East Lyme Zoning Commission Secretary) dated February 23rd, 2016, and a copy of the text to be added (all attached.)

Mr. Schuch read the proposed definition into the record.

Mr. Goeschel summarized Section 20.2 of the Zoning Regulations for the Commission and the Commission discussed this matter.

Mr. Goeschel provided the Commission with a copy of his memorandum dated March 1st, 2016.

Mr. Goeschel said this is a housekeeping item; currently there is a definition for retail store but no definition for anchor store.

Ms. Bengtson asked if this definition is solely for the Gateway District. She said she is concerned with the water supply that runs underneath this property and that she doesn't think it's a good idea to have motor vehicle fuel sales so close to the water.

The Commission briefly discussed Mr. Carlson's presentation regarding enhanced protection of our aquifer.

Mr. Goeschel replied that the Zoning Commission acts as the Aquifer Protection Agency and this is their purview.

The Commission discussed the Gateway Zoning Regulations as it relates to maximum build out of the site.

Mr. Goeschel reviewed the Gateway Master Development Plan which consists of junior stores and one anchor store, and the Plan's approval.

Mr. Goeschel noted there is not much difference between the zoning definition of a retail store and anchor store; it's just more explicit and looking for clarification. He said the prospective tenant is looking for assurance.

Mr. Lynch asked if they could strike "service" from the definition.

Mr. Goeschel noted that a public hearing for a Costco building is going before the Inland Wetland Agency on March 14th, 2016.

The Commission discussed the various comments they want to make to Zoning such as the pad where gas will be pumped and if it's included in the square footage.

Ms. Bengtson said that she is very uncomfortable and she doesn't think this is in the best interest for the citizens of East Lyme and our aquifer.

Mr. Goeschel said site plan approval has already occurred, we can comment but Planning doesn't regulate usage.

The Commission took a five minute comfort break at 8:30 p.m.

- ****Motion (4)**

Ms. Palazzo said pursuant to Section 8-3A of the Connecticut General Statutes, hereby moves the Planning Commission of the Town of East Lyme, exercising its authority and having reviewed the proposal for a Text Amendment, referenced above, finds the aforesaid proposal consistent with Objectives 2.1 and 2.2 of the 2009 Plan of Conservation and development as amended, based on the findings in the Memorandum from Gary A. Goeschel II, Director of Planning to the East Lyme Planning Commission dated February 29th, 2016. In addition the Commission expresses the following relevant comments and or recommendations:

- 1. The Commission suggests that "not limited to" be removed from the definition; its presence is too vague and essentially opens it up to anything.**
- 2. The Commission is concerned about fuel being sold in the watershed.**
- 3. It is unclear to the Commission whether the location of the motor vehicle fuel sales and outside storage space are included in the 140,000 square feet area of the store.**

Mr. Lynch seconded the motion.

Vote: 6-0-0. Motion passed.

V. Municipal Referrals (CGS 8-24)

There were none.

VI. Old Business

A. Plan of Conservation and Development (POCD)

Tabled until the next meeting.

B. Status of Subdivisions

Nothing to report.

VII. New Business

There was none.

VIII. Reports

A. Chairman

Mr. Schuch detailed the JLUS meeting he attended. He noted that it's of great importance because it examines the relationship between the military and the Town. He encouraged the other Commission

members to attend the next meeting, which will occur sometime this summer. The Commission discussed the PILOT (Payment in Lieu of Taxes) Program. Mr. Goeschel said that the study is also concerned with economic benefit to having the military in Town.

B. Ex-Officio- Holly Cheeseaman

Ms. Cheeseaman was not in attendance.

C. Liaison to Zoning

Ms. Palazzo will be attending the March 3rd, 2016 Zoning Meeting.

D. Sub-Committees

- a. Sustainable Development and Climate Adaptation

The Commission is looking for a volunteer to replace Ms. Schwartz on the Committee since she is no longer a member of the Commission.

E. Staff/Communications

Mr. Goeschel had nothing to report.

ADJOURNMENT

- ****Motion (5)**

Ms. Palazzo moved to adjourn the Planning Commission Meeting at 9:17p.m.

Ms. Bengtson seconded the motion.

Vote: 6-0-0. Motion passed.

Respectfully Submitted,



**Brooke D. Stevens,
Recording Secretary**

February 11, 2016

Good Evening Planning Chairman Mr. Schuch and Other Board Members,

My name is John Bialowans, Jr. of 61 Walnut Hill Road. Since I'm not able to say my remarks about Centerplan at Wetlands' meeting, I'm here. I have also been to the Selectmen's meetings, the Selectman's office (where Mr. Nickerson said "I have a \$400,000.00 attorney budget" because of my potential lawsuit with the Town). I will still go to their meetings when it's the appropriate time to speak. At first I was able to speak about our damage – abutting owners damage, to our wetlands, tributaries – caused by Centerplans' twice failed retention ponds (because it wasn't under old business). Then after a few meetings the Wetlands Commission put it back on the agenda under old business so I couldn't speak. That sure sound fishy or like trying to hide something – but eventually people find out – and the most important item is that people would hear how the Wetlands Commission didn't enforce their regulations on wetlands, watercourses of this town and even better yet, how the Commission didn't fully execute their CDR order in place on the solar farm. Look how fast Gateway restored their damage...Even the Towns' attorney, at the January 11, 2016 meeting, told the Wetlands Commission to enforce their regulation. I'm a taxpayer and my family has been here over 100 years - we have been paying taxes for a very long time.

I don't know how many planning members here tonight were involved with the Siting Counsel and Centerplan during the beginning process for the solar farm. The reason I'm here tonight is that as acting parties and interveners', Paul Formica & Gary Goeschal, for the Town of East Lyme were working more for Centerplan than the Towns responsibility to the taxpayers concerns, to the abutting landowners concerns and all the items that were overlooked during construction, and all the damage to the Wetlands and watercourses on solar farm property and the abutting land owners properties.

Formica got what he wanted and Gary Goeschal was told by Formica to look the other way, and also be on Centerplans side. Sounds like the Roman Empire – it will start crumbling down at any time. I know the planning commission can't be helpful now about the solar farm and the damages they did when they altered their property so much and caused damage.

I would like to warn the Planning Commission about the proposed development by Centerplan that I heard awhile back in this Town by:

1. How they intimidate the Commissions and taxpayers
2. All the promises they make to get the project approval – then it's forgotten. Promises can be written down and broken also.
3. Make a big showing with attorneys, soil scientists and other people about their plans.
4. All the paperwork about the project so you don't know where to begin or start

Just look at their record with the Yard Goats stadium in Hartford. I've heard about problems with the service stops along Interstate 95/395 and this is just to name a few projects they're doing. I even heard that they were interested in doing the bridge and road project for Costco. The Town should be very careful with Centerplan and the projects they want to do. I hope politics won't be a factor this time with the process. I was advised by counsel, even an attorneys firm in New Jersey (where they take wetlands damage seriously), and other government agencies to notify all East Lyme commissions (that were involved with the solar farm presentations, and the mess up their still – even when they say that they're all done.

I'll present to the Commission tonight the agreements I was given to sign. Their attorney Ted Harris, attorney Stevens (I like them...they have represented me before) saying I removed items which contained wording for our protection - (for example Centerplan supplying liability insurance).

If we start from the beginning - I only me asked for Centerplan to present us with an insurance copy. Centerplan thought they were just going to go on our property without even asking. Attorney Harris, at that same Wetlands' meeting asked our soil scientist (Don Fortunato) if he "thinks John will let us on the property".

It's surprising how everyone makes Centerplan look so wonderful, feel sorry for them and, it reminds me of a saying my grandmother said "beware of a fox in the hen house".

P.s. Gary will say that I'm causing Centerplan not to finish and fix the damage to our tributary, another taxpayers wetlands damage for not signing the agreement....Would you? The way it was first presented to me, even my insurance agent said "what's this extra language in here for?"

I have given liability insurance to many people. Call your agent and they'll put your name on your policy and send it to the person that requested the liability insurance.

Thank you for your time and patience,

John Bialowans Jr.

CENTERPLAN

B R E A K I N G N E W G R O U N D



August 21st, 2015

Mr. John Bialowans
61 Walnut Hill Road
East Lyme, CT 06333

RE: Maintenance Work on Bialowans Property

Mr. Bialowans,

Please see the enclosed Indemnity and Permission for Access form that Centerplan Construction Company LLC is requesting be executed in order to perform the work on your property that has been outlined in the attached letter from the Town of East Lyme Department of Planning and Inland Wetlands dated June 11th, 2015. Please sign, notarize and return the form to the following address:

Centerplan Construcion Company LLC
C/O Ryan McNamara
10 Main Street Suite D
Middletown, CT 06457

Please feel free to contact me directly with any questions or concerns via either email at rmcnamara@centerplan.com or on my cell phone at (203) 859-4886.

Sincerely,

Ryan McNamara
Project Executive
Centerplan Construction Company LLC

INDEMNITY AND PERMISSION FOR ACCESS

WHEREAS, John Bialowans, Jr. ("Bialowans") is the owner of property known as 61 Walnut Road, East Lyme, Connecticut; and

WHEREAS, said property is in close proximity to premises upon which a Solar Farm was constructed, and

WHEREAS, Centerplan Construction Company ("Company") is the Site Contractor with respect to construction of said Farm; and

WHEREAS, the Company would like to enter upon land of Bialowans for the purpose of making repairs as more specifically described in a certain Amended Order of the Inland Wetlands Agency of the Town of East Lyme dated June 11, 2015.

NOW THEREFORE, the parties agree as follows:

1. Bialowans by these presents hereby gives the Company, its agents and servants permission to enter upon the premises for the specific purposes as outlined in Schedule A hereto.
2. The Company hereby agrees to indemnify and hold Bengston harmless for and claims and/or demands which may arise out of such work including but not limited to claims for injury by any person who may be providing such services and/or claims of third parties resulting from the activities of the Company.
3. Coincident with the execution of this Agreement, the Company shall deliver a Certificate of General Liability and Workers Compensation Insurance showing a policy which covers liability for such activities.
4. Nothing herein shall be construed as an admission of liability by the parties.

OWNER

John Bialowans

CENTERPLAN CONSTRUCTION COMPANY

By: _____

, its

Duly Authorized

~~XXXXXXXXXX~~ PERMISSION FOR ACCESS

WHEREAS, John Bialowans, Jr. ("Bialowans") is the owner of property known as 61 Walnut Road, East Lyme, Connecticut; and

WHEREAS, said property is in close proximity to premises upon which a Solar Farm was constructed, and

WHEREAS, Centerplan Construction Company ("Company") is the Site Contractor with respect to construction of said Farm; and

WHEREAS, the Company would like to enter upon land of Bialowans for the purpose of making repairs as more specifically described in a certain Amended Order of the Inland Wetlands Agency of the Town of East Lyme dated June 11, 2015.

NOW THEREFORE, the parties agree as follows:

1. Bialowans by these presents hereby gives the Company, its agents and servants permission to enter upon the premises for the specific purposes as outlined in Schedule A hereto.

~~2. The Company hereby agrees to indemnify and hold Bialowans harmless for and claims and demands which may arise out of such work including but not limited to claims for injury by any person who may be providing such services and/or claims of third parties resulting from the activities of the Company.~~

~~3. Coincident with the execution of this Agreement, the Company shall deliver Certificate of General Liability and Workers Compensation Insurance showing a policy which covers liability for such activities.~~

~~4. Nothing herein shall be construed as an admission of liability by the parties.~~

OWNER

John Bialowans

~~CENTERPLAN CONSTRUCTION COMPANY~~

~~By: XXXX XXXX~~
Fully Authorized

* never received Schedule A as stated
* upon review of rewritten agreement by Centerplan I will sign it

3



January 15th, 2015

Mr. John Bialowans
61 Walnut Hill Road
East Lyme, CT 06333

RE: Maintenance Work on Property

Mr. Bialowans,

Please see the enclosed revised Permission for Access form that Centerplan Construction Company is requesting be executed in order to perform the work on your property that has been discussed in the past and most recently at our meeting at Town Hall. Please sign and return the following address:

Centerplan Construciton Company LLC
C/O Ryan McNamara
10 Main Street Suite D
Middletown, CT 06457

Please feel free to contact me directly with any questlons or concerns via either email at rmcnamara@centerplan.com or on my cell phone at (203) 859-4886.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ryan McNamara", is written over a horizontal line.

Ryan McNamara
Project Executive
Centerplan Construction Company LLC

PERMISSION FOR ACCESS

WHEREAS, John Bialowans, Jr ("Bialowans") is the owner of property known as 61 Walnut Hill Road, East Lyme, Connecticut; and

WHEREAS, said property is in close proximity to premises upon which a Solar Farm was constructed; and

WHEREAS, Centerplan Construction Company ("Company") is the Site Contractor with respect to construction of said Farm; and

WHEREAS, the Company would like to enter upon land of Bialowans for the purpose of making repairs as more specifically described in a certain Amended Order of the Inland Wetlands Agency of the Town of East Lyme dated June, 11, 2015.

NOW THEREFORE, the parties agree as follows:

1. Bialowans by these presents hereby gives the Company, its agents and servants permission to enter upon the premises for the specific purposes as outlined in Schedule "A" hereto.
2. Nothing herein shall be construed as an admission of liability by the parties.

Dated this _____ day of _____, 201__.

OWNER

John Bialowans

CENTERPLAN CONSTRUCTION COMPANY

By: _____

Duly Authorized

Jan 25/2016

Good afternoon Atty Harris, Ryan & Gary:

I was under the weather (Cold & flu) since last Weds, again. The Better Half signed ~~sign~~ for your letter. I just open it up this morning Monday 1/25/16 and thank you for the updated agreement. I have one thing to change to the last statement #2. I would like to have it say "Nothing herein shall be construed as an admission of liability or settlement of any dispute between the parties" If you were in our shoes you would like to protect yourself, also. Thank you for time with this matter.

Deed FAX 739-2997
 Harris
 Ryan FAX 1-860-398-5423
 McNamara
 Gary FAX 691-0351
 Sorell

Sincerely
 John Bialowans Jr.

STEVENS, HARRIS, GUERNSEY & QUILLIAM, P.C.

ATTORNEYS AND COUNSELORS AT LAW

351 MAIN STREET

P. O. DRAWER 660

NIANTIC, CONNECTICUT 06357

RONALD F. STEVENS
THEODORE A. HARRIS
PAUL M. GUERNSEY
PAIGE STEVENS QUILLIAM
MICHAEL L. McGLINCHEY

TEL (860) 739-6906
FAX (860) 739-2997
E-MAIL shg-realestate@snet.net

January 27, 2016

Mr. William Mulholland
Zoning Enforcement Officer
Town of East Lyme
P.O. Box 519
Niantic, CT 06357

Re: Proposed Definition - Anchor Store

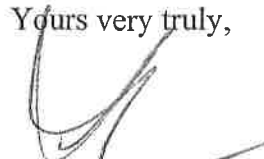
Dear Bill:

Enclosed please find a proposed definition for the anchor store in the Gateway District. As you know, you and I have discussed what is encompassed within this large retail store, and I believe we are in agreement as to what such store may consist of, as well as the implication of other sections of the Regulation upon it. Nevertheless, there is some uncertainty on the part of perspective tenant, and in order to firmly clarify the issue, I am submitting a proposed definition to be included in the Regulation which, I believe is consistent with our discussions, as well as case law with respect to this issue.

Would you kindly place this matter on the next agenda as a proposed regulation change, so that it may proceed through the normal course. I have enclosed the appropriate fee.

Should you have any questions, feel free to contact the undersigned.

Yours very truly,



Theodore A. Harris

TAH:jpl
Enclosures

Town of

P.O. Drawer 519

Zoning Department

February 23, 2016

Brian Schuch, Chairman
East Lyme Planning Commission
Town of East Lyme
PO Box 519
Niantic, CT 06357



East Lyme

108 Pennsylvania Ave
Niantic, Connecticut 06357

(860) 691-4114

Fax (860) 691-0351

RE: Referral/Text Amendment Proposal

Dear Mr. Schuch,

I am writing to refer the following application for your review and comment in accordance with Section 8-3 a (a), (b) of chapter 124 of the Connecticut General Statutes.

Application of Theodore A. Harris for a Text Amendment to the East Lyme Zoning Regulations to add a definition for an Anchor Store in the Gateway District.

The Zoning Commission has scheduled a public hearing for March 24, 2016. Please forward any comments for inclusion into the public hearing record. If you have any questions please do not hesitate to contact the Zoning Commission staff person, Mr. Mulholland.

Sincerely,

George McPherson

Secretary, East Lyme Zoning Commission

GM/jl

ANCHOR STORE
(GATEWAY DISTRICT)

A large retail store (including club type stores) of not less than 100,000 s.f. of net floor area containing a variety of retail categories and services, which may include, but are not limited to automotive parts, accessories; motor vehicle fuel sales; camping, outdoor and recreation goods; electric light fixtures and bulbs; pet supplies; floor and window coverings, furniture, bedding, furnishings, fabric and homewares; household appliances, household electrical goods and home entertainment goods; party supplies, office equipment and supplies; baby and children's play equipment and accessories; hardware, landscape and gardening supplies; grocery and beverage items, including alcoholic beverages for off premises consumption; prepared foods; paper goods, and items of a bulky nature that require a large area for handling, display or storage. A zoning permit for such store shall not require individual conformance of each category/service, nor compliance with any separation distances, as applicable to individual uses, pursuant to the Zoning Regulations; provided however, no such category/service shall violate Section 20.2 of the Regulations.

Town of

P.O. Drawer 519
06357

**Department of Planning &
Inland Wetlands Agency**

*Gary A. Goeschel II, Director of Planning /
Inland Wetlands Agent*



East Lyme

108 Pennsylvania Ave
Niantic, Connecticut

Phone: (860) 691-4114
Fax: (860) 860-691-0351

Memorandum

To: East Lyme Planning Commission

From: Gary A. Goeschel II, Director of Planning/ Inland Wetlands Agent 

Date: March 1, 2016

Re: CGS 8-3a Zoning Referral - Application of Theodore A Harris, Esq., for a Text Amendment to the East Lyme Zoning Regulations to add a definition for an Anchor Store in the Gateway District.

Upon review of the above referenced referral, I off the following comments:

Section 11.A.9 of the Zoning Regulations sets forth the zoning requirements for the adoption of a Master Development Plan (MDP) within the Gateway Planned Development District (GPDD). To the extent that a MDP shall contain retail uses, Section 11.A.9.2.1 (B) permits one (1) anchor store, containing nor more than 140,000 square feet and Section 11.A.9.2.1 (C) permits not more than 5 junior anchor stores.

As the Zoning Regulations do not explicitly contain a definition of an anchor store and as indicated in the letter from Attorney Harris to William Mulholland dated January 27, 2016 that there is uncertainty on behalf of a prospective tenant, the above referenced text amendment proposes to clarify the definition of an Anchor Store. Although the proposed text amendment would appear to be more of a housekeeping item, it is none the less a text amendment and requires a referral to the Planning Commission.

Consistent with Chapter 4, Sec 4.3.3 of the POCD, the purpose of the GPDD is to "Coordinate development of properties under separate ownership and provide safeguards that one or another early developments does not jeopardize maximum build-out" and to "Promote high technology businesses and complimentary uses that will broaden the town's tax base..." which, retail uses as described above are permitted.

RELEVANT SECTIONS OF THE POCD ARE AS FOLLOWS:



OBJECTIVE 2.1: Promote Compatible and Sustainable Economic Development

POLICY: Promote compatible business in appropriate locations to foster local employment and opportunities, a favorable tax base, the provision of goods and services for local residents, and a year-round and seasonal economy that improves the overall quality-of-life for East Lyme residents.

OBJECTIVE 2.2: To support and cultivate a wide variety of economic activities that may be easily integrated into the community with little or no adverse impact on community resources.

POLICY: The Town should encourage attractive, well-designed commercial and industrial activity in appropriate locations in order to provide convenient services for residents. As such, the expansion of existing businesses and establishment of new businesses in the village centers, in a manner that promotes a cohesive, pedestrian-friendly, mixed-use retail, service, and residential area should be encouraged. The Town should reserve commercial and industrial-only zones, while guarding against commercial sprawl and consider small neighborhood centers consisting of mixed-use development. In addition, the Town should encourage and develop opportunities for low-impact, home-based businesses.

**POCD
Compatibility**

The proposed text amendment defines the term "anchor store" as a large retail store of not less than 100,000 s.f. of net floor area containing a variety of retail categories and services. Regardless of the category/ service the sale of the various it products as described in the proposed definition is a retail activity. As the term "anchor store" is found in only Section 11A of the Zoning Regulations, the proposed text amendment promotes compatible business in an appropriate location and encourages commercial activity in an appropriate location.

Therefore, I offer the following for your discussion:

SUGGESTED MOTION

Pursuant to Section 8-3A of the Connecticut General Statutes, I hereby move the Planning Commission of the Town of East Lyme, exercising its authority and having reviewed the proposal for a Text Amendment, referenced above, **FINDS** the aforesaid proposal **CONSISTENT** with the Objectives 2.1 and 2.2 of the 2009 Plan of Conservation and Development as amended, based on the findings in the Memorandum from Gary A. Goeschel II, Director of Planning to the East Lyme Planning Commission dated February 29, 2016. In addition the Commission expresses the following relevant comments and or recommendations:

- 1.
- 2.
3. Etc.....