

C. Enforcement

- 1. Notice of Violation; 297 Boston Post Road; Al Smith Owner, Jason Pazzaglia, Other; Outside storage of equipment, construction materials, and the stockpiling of earthen materials including but not limited to yard debris, mulch, woodchips, gravel, topsoil and other woody debris within 100 feet of a watercourse without or in violation of an Inland Wetlands Permit.**

D. Correspondence

X. ADJOURNMENT

****Site Walk****

The Site Walk for January 4, 2020 has been cancelled.

NOTE

Changes to the law allow that anyone wishing to petition for a public hearing on an application may submit a petition with 25 signatures to the Inland Wetlands Agency or its agent within 15 days of the date of receipt. Applications are available for review by the public in the Planning Department during regular business hours.

EAST LYME INLAND WETLANDS AGENCY

SPECIAL MEETING OF MONDAY, JANUARY 27, 2020

East Lyme Town Hall, 108 Pennsylvania Avenue,
East Lyme, Connecticut | Upper Meeting Room
7:00 p.m.

AMENDED AGENDA

Gary Upton, Chairman
Vacancy, Vice Chairman
Phyllis Berger, Secretary

FILED

Jan 21 2020 AT 2:40 AM (PM)
Caun Mullen
EAST LYME TOWN CLERK

CALL TO ORDER

PLEDGE OF ALLEGIANCE

I. ADDITIONS TO THE AGENDA

II. PUBLIC HEARINGS –

A. **North Bride Brook Multi-Family Development:** Application of Pazz & Construction, LLC; Jason Pazzaglia, Applicant; Pazz & Construction, LLC, Owner; to conduct regulated activities in the upland review area in association with a proposed multi-family residential community on property identified in the application as N Bride Brook Rd, East Lyme Assessor's Map 09.0, Lot 37-2

III. 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 approved wetland permits and in-house proposals or general topics of discussion are open to comment. Agenda items, referrals, 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.*

IV. ACCEPTANCE OF MINUTES

A. **Meeting Minutes of December 16, 2019 Special Meeting**

V. EX-OFFICIO REPORT

VI. PENDING APPLICATIONS

A. **North Bride Brook Multi-Family Development:** Application of Pazz & Construction, LLC; Jason Pazzaglia, Applicant; Pazz & Construction, LLC, Owner; to conduct regulated activities in the upland review area in association with a proposed multi-family residential community on property identified in the application as N Bride Brook Rd, East Lyme Assessor's Map 09.0, Lot 37-2

B. **Application of the Town of East Lyme for the Realignment of Memorial Park Drive;** Realignment of the Southern end of Memorial Park Dr where it intersects Pennsylvania Avenue.

C. **Application of Mel Wiese, Agent for Roxbury Road LLC, Owner,** for a proposed 6-lot residential conservation subdivision at property identified in the application as Roxbury Road, East Lyme Assessor's Map 16.1, Lot 43

VII. NEW BUSINESS

- A. Request of Gateway Development/East Lyme, LLC** for a release of \$62,500.00 in bonds for Gateway Development/East Lyme, LLC (Resi I) for Gateway Commons Residential Phase I Project at Ancient Highway, 286, 284 and 282 Flanders Road, Flanders Road and portions of East Society Road. Said bond being an erosion and sedimentation control bond.
- B. Request of Gateway Development/East Lyme, LLC** for a release of \$68,000.00 and \$50,000.00 in bonds for Gateway Development/East Lyme LLC for the proposed retail development for Costco Wholesale Corporation (COSTCO) at 0, 282, 284 and 286 Flanders Road, East Lyme. Said bond being for screening vegetation and conservation grass mix to be released upon the planting plan achieving an 80% survival rate after two (2) full growing seasons.
- C. Application of Toby and Glenn Knowles, Owner;** for the proposed construction of a patio, correction of water runoff and wetlands restoration at property identified as 21 Brightwater Road, Niantic, East Lyme Assessor's Map 5.19, Lot 58.
- D. Election of Officers**
 - i. **Chairman**
 - ii. **Vice-Chairman**
 - iii. **Secretary**

VIII. OLD BUSINESS

IX. REPORTS

- A. Chairman's Report**
- B. Inland Wetlands Agent Report**
 - i. **Administrative Permits Issued**
 - ii. **Commission Issued Permits**
- C. Enforcement**
 - 1. **Notice of Violation; 297 Boston Post Road; Al Smith Owner, Jason Pazzaglia, Other;** Outside storage of equipment, construction materials, and the stockpiling of earthen materials including but not limited to yard debris, mulch, woodchips, gravel, topsoil and other woody debris within 100 feet of a watercourse without or in violation of an Inland Wetlands Permit.
- D. Correspondence**

X. ADJOURNMENT

****Site Walk****

A Special Site Walk has been scheduled for January 25, 2020 at 9:00 a.m. at the East Lyme Town Hall.

NOTE

Changes to the law allow that anyone wishing to petition for a public hearing on an application may submit a petition with 25 signatures to the Inland Wetlands Agency or its agent within 15 days of the date of receipt. Applications are available for review by the public in the Planning Department during regular business hours.

EAST LYME INLAND WETLANDS AGENCY

SPECIAL MEETING OF MONDAY, FEBRUARY 24, 2020

East Lyme Town Hall, 108 Pennsylvania Avenue,
East Lyme, Connecticut | Upper Meeting Room
7:00 p.m.

AGENDA

Gary Upton, Chairman
Vacancy, Vice Chairman
Phyllis Berger, Secretary

FILED

Feb 20 2020 AT 8:45 (AM/PM)
(Curtis Hulme)
EAST LYME TOWN CLERK

CALL TO ORDER

PLEDGE OF ALLEGIANCE

I. ADDITIONS TO THE AGENDA

II. PUBLIC HEARINGS –

A. **North Bride Brook Multi-Family Development:** Application of Pazz & Construction, LLC; Jason Pazzaglia, Applicant; Pazz & Construction, LLC, Owner; to conduct regulated activities in the upland review area in association with a proposed multi-family residential community on property identified in the application as N Bride Brook Rd, East Lyme Assessor's Map 09.0, Lot 37-2

III. 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 approved wetland permits and in-house proposals or general topics of discussion are open to comment. Agenda items, referrals, 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.*

IV. ACCEPTANCE OF MINUTES

A. Meeting Minutes of January 27, 2020 Special Meeting

V. EX-OFFICIO REPORT

VI. PENDING APPLICATIONS

A. **North Bride Brook Multi-Family Development:** Application of Pazz & Construction, LLC; Jason Pazzaglia, Applicant; Pazz & Construction, LLC, Owner; to conduct regulated activities in the upland review area in association with a proposed multi-family residential community on property identified in the application as N Bride Brook Rd, East Lyme Assessor's Map 09.0, Lot 37-2.

B. **Application of Toby and Glenn Knowles, Owner;** for the proposed construction of a patio, correction of water runoff and wetlands restoration at property identified as 21 Brightwater Road, Niantic, East Lyme Assessor's Map 5.19, Lot 58.

VII. NEW BUSINESS

A. **Request of John Bialowans** for a release of \$5,000.00 bond for 57 Walnut Hill Road, East Lyme. Said bond being an erosion and sedimentation control bond.

VIII. OLD BUSINESS

IX. REPORTS

A. Chairman's Report

B. Inland Wetlands Agent Report

i. Administrative Permits Issued

ii. Commission Issued Permits

C. Enforcement

1. Notice of Violation; 297 Boston Post Road; Al Smith Owner, Jason Pazzaglia, Other; Outside storage of equipment, construction materials, and the stockpiling of earthen materials including but not limited to yard debris, mulch, woodchips, gravel, topsoil and other woody debris within 100 feet of a watercourse without or in violation of an Inland Wetlands Permit.

D. Correspondence

X. ADJOURNMENT

****Site Walk****

A Special Site Walk has been scheduled for February 22, 2020 at 9:00 a.m. at the East Lyme Town Hall.

NOTE

Changes to the law allow that anyone wishing to petition for a public hearing on an application may submit a petition with 25 signatures to the Inland Wetlands Agency or its agent within 15 days of the date of receipt. Applications are available for review by the public in the Planning Department during regular business hours.

EAST LYME INLAND WETLANDS AGENCY
SPECIAL MEETING OF MONDAY, FEBRUARY 24, 2020
East Lyme Town Hall, 108 Pennsylvania Avenue,
East Lyme, Connecticut | Upper Meeting Room
6:30 p.m.

WORKSHOP AGENDA

Gary Upton, Chairman
Vacancy, Vice Chairman
Phyllis Berger, Secretary

CALL TO ORDER

- A. Review with Town Attorney process and procedures for Wetlands Applications and Responsibilities of Wetlands Agency.**

ADJOURNMENT

FILED

Feb 21 2020 AT 3:40 AM (PM)
Karen Gulm
EAST LYME TOWN CLERK

EAST LYME INLAND WETLANDS AGENCY
REGULAR MEETING OF MONDAY, MARCH 9, 2020
East Lyme Town Hall, 108 Pennsylvania Avenue,
East Lyme, Connecticut | Upper Meeting Room
7:00 p.m.

AGENDA

Gary Upton, Chairman
Kristen Chantrell, Vice Chairman
Phyllis Berger, Secretary

FILED

CALL TO ORDER

PLEDGE OF ALLEGIANCE

Mar 3 2020 AT 10:20 AM/PM
Kristen Chantrell
EAST LYME TOWN CLERK

I. ADDITIONS TO THE AGENDA

II. PUBLIC HEARINGS – NONE

III. 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 approved wetland permits and in-house proposals or general topics of discussion are open to comment. Agenda items, referrals, 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.*

IV. ACCEPTANCE OF MINUTES

A. Meeting Minutes of February 24, 2020 Special Meeting

V. EX-OFFICIO REPORT

VI. PENDING APPLICATIONS

A. North Bride Brook Multi-Family Development: Application of Pazz & Construction, LLC; Jason Pazzaglia, Applicant; Pazz & Construction, LLC, Owner; to conduct regulated activities in the upland review area in association with a proposed multi-family residential community on property identified in the application as N Bride Brook Rd, East Lyme Assessor's Map 09.0, Lot 37-2.

B. Application of Toby and Glenn Knowles, Owner; for the proposed construction of a patio, correction of water runoff and wetlands restoration at property identified as 21 Brightwater Road, Niantic, East Lyme Assessor's Map 5.19, Lot 58.

VII. NEW BUSINESS

A. Inland Wetlands Regulations; Changes to regulations and updates.

VIII. OLD BUSINESS

IX. REPORTS

A. Chairman's Report

B. Inland Wetlands Agent Report

i. Administrative Permits Issued

ii. **Commission Issued Permits**

C. **Enforcement**

1. **Notice of Violation; 297 Boston Post Road; Al Smith Owner, Jason Pazzaglia, Other;** Outside storage of equipment, construction materials, and the stockpiling of earthen materials including but not limited to yard debris, mulch, woodchips, gravel, topsoil and other woody debris within 100 feet of a watercourse without or in violation of an Inland Wetlands Permit.

D. **Correspondence**

X. **ADJOURNMENT**

****Site Walk****

The Site Walk scheduled for March 7, 2020 at 9:00 a.m. at the East Lyme Town Hall has been CANCELLED due to a lack of agenda items.

NOTE

Changes to the law allow that anyone wishing to petition for a public hearing on an application may submit a petition with 25 signatures to the Inland Wetlands Agency or its agent within 15 days of the date of receipt. Applications are available for review by the public in the Planning Department during regular business hours.

EAST LYME INLAND WETLANDS AGENCY

SPECIAL MEETING OF WEDNESDAY, MARCH 25, 2020

**East Lyme Town Hall, 108 Pennsylvania Avenue,
East Lyme, Connecticut | Upper Meeting Room
7:00 p.m.**

AGENDA

**Gary Upton, Chairman
Kristen Chantrell, Vice Chairman
Phyllis Berger, Secretary**

FILED

Mar 13 20 20 AT 1:55 AM/PM
(Cammie Mullen)
EAST LYME TOWN CLERK

CALL TO ORDER

PLEDGE OF ALLEGIANCE

I. ADDITIONS TO THE AGENDA

II. PUBLIC HEARINGS – NONE

III. 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 approved wetland permits and in-house proposals or general topics of discussion are open to comment. Agenda items, referrals, 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.*

IV. ACCEPTANCE OF MINUTES

A. Meeting Minutes of February 24, 2020 Special Meeting

V. EX-OFFICIO REPORT

VI. PENDING APPLICATIONS

A. North Bride Brook Multi-Family Development: Application of Pazz & Construction, LLC; Jason Pazzaglia, Applicant; Pazz & Construction, LLC, Owner; to conduct regulated activities in the upland review area in association with a proposed multi-family residential community on property identified in the application as N Bride Brook Rd, East Lyme Assessor's Map 09.0, Lot 37-2.

B. Application of Toby and Glenn Knowles, Owner; for the proposed construction of a patio, correction of water runoff and wetlands restoration at property identified as 21 Brightwater Road, Niantic, East Lyme Assessor's Map 5.19, Lot 58.

VII. NEW BUSINESS

A. Inland Wetlands Regulations; Changes to regulations and updates.

B. Nottingham Hills Re-subdivision; Request of Kristen T. Clarke, P.E., Agent for Owner English Harbor Asset Management, LLC for a Determination of Permitted/Non-Regulated Activity at Upper Kensington Drive, as part of a 4-lot re-subdivision. East Lyme Assessor's Map 40.0, Lot 23 and 22.

- C. **21 Marshfield Rd**, Your Brothers Keeper LLC, Agent for Owner Brandy & Derek Moore, for a Determination of a Permitted/Non-Regulated Activity at 21 Marshfield Road, for the clean out of a culvert entrance and exit to maintain the natural flow of water. East Lyme Assessor's Map 04.7, Lot 19.
- D. **Creek Road, Giants Neck Heights Club House**, Your Brothers Keeper LLC, Agent for Owner Giants Neck Heights Association , for a Determination of a Permitted/Non-Regulated Activity at Creek Road, for the clean out of a culvert entrance and exit to maintain the natural flow of water. East Lyme Assessor's Map 04.7, Lot 18.

VIII. **OLD BUSINESS**

IX. **REPORTS**

A. **Chairman's Report**

B. **Inland Wetlands Agent Report**

- i. **Administrative Permits Issued**
- ii. **Commission Issued Permits**

C. **Enforcement**

- 1. **Notice of Violation; 297 Boston Post Road; Al Smith Owner, Jason Pazzaglia, Other**; Outside storage of equipment, construction materials, and the stockpiling of earthen materials including but not limited to yard debris, mulch, woodchips, gravel, topsoil and other woody debris within 100 feet of a watercourse without or in violation of an Inland Wetlands Permit.

D. **Correspondence**

X. **ADJOURNMENT**

****Site Walk****

The Site Walk scheduled for March 7, 2020 at 9:00 a.m. at the East Lyme Town Hall has been CANCELLED due to a lack of agenda items.

NOTE

Changes to the law allow that anyone wishing to petition for a public hearing on an application may submit a petition with 25 signatures to the Inland Wetlands Agency or its agent within 15 days of the date of receipt. Applications are available for review by the public in the Planning Department during regular business hours.

EAST LYME INLAND WETLANDS AGENCY
SPECIAL MEETING OF MONDAY, MAY 18, 2020
7:00 p.m.

AGENDA

Gary Upton, Chairman
Kristen Chantrell, Vice Chairman
Phyllis Berger, Secretary

**PLEASE NOTE THAT THIS MEETING WILL BE HELD
BY REMOTE PARTICIPATION VIA THE FOLLOWING METHOD:**

Join Zoom Meeting

<https://us02web.zoom.us/j/81503709241?pwd=ajZpOUJmNXBzRG53c29CbTJVb0xnQT09>

Meeting ID: 815 0370 9241

Password: 155664

One tap mobile

+16465588656,,81503709241#,,1#,155664# US (New York)

+13017158592,,81503709241#,,1#,155664# US (Germantown)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 815 0370 9241

Password: 155664

Find your local number: <https://us02web.zoom.us/j/81503709241?pwd=ajZpOUJmNXBzRG53c29CbTJVb0xnQT09>

CALL TO ORDER

I. ADDITIONS TO THE AGENDA

II. PUBLIC HEARINGS – NONE

III. 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 approved wetland permits and in-house proposals or general topics of discussion are open to comment. Agenda items, referrals, 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.*

IV. ACCEPTANCE OF MINUTES

A. Meeting Minutes of February 24, 2020 Special Meeting

V. EX-OFFICIO REPORT

VI. PENDING APPLICATIONS

- A. North Bride Brook Multi-Family Development:** Application of Pazz & Construction, LLC; Jason Pazzaglia, Applicant; Pazz & Construction, LLC, Owner; to conduct regulated activities in the upland review area in association with a proposed multi-family residential community on property identified in the application as N Bride Brook Rd, East Lyme Assessor's Map 09.0, Lot 37-2.
- B. Application of Toby and Glenn Knowles, Owner;** for the proposed construction of a patio, correction of water runoff and wetlands restoration at property identified as 21 Brightwater Road, Niantic, East Lyme Assessor's Map 5.19, Lot 58.

VII. NEW BUSINESS

- A. Inland Wetlands Regulations;** Changes to regulations and updates.
- B. Nottingham Hills Re-subdivision;** Request of Kristen T. Clarke, P.E., Agent for Owner English Harbor Asset Management, LLC for a Determination of Permitted/Non-Regulated Activity at Upper Kensington Drive, as part of a 4-lot re-subdivision. East Lyme Assessor's Map 40.0, Lot 23 and 22.
- C. 21 Marshfield Rd,** Your Brothers Keeper LLC, Agent for Owner Brandy & Derek Moore, for a Determination of a Permitted/Non-Regulated Activity at 21 Marshfield Road, for the clean out of a culvert entrance and exit to maintain the natural flow of water. East Lyme Assessor's Map 04.7, Lot 19.
- D. Creek Road, Giants Neck Heights Club House,** Your Brothers Keeper LLC, Agent for Owner Giants Neck Heights Association, for a Determination of a Permitted/Non-Regulated Activity at Creek Road, for the clean out of a culvert entrance and exit to maintain the natural flow of water. East Lyme Assessor's Map 04.7, Lot 18.

VIII. OLD BUSINESS

IX. REPORTS

- A. Chairman's Report**
- B. Inland Wetlands Agent Report**
 - i. Administrative Permits Issued**
 - ii. Commission Issued Permits**
- C. Enforcement**
 - 1. Notice of Violation; 297 Boston Post Road; Al Smith Owner, Jason Pazzaglia, Other;** Outside storage of equipment, construction materials, and the stockpiling of earthen materials including but not limited to yard debris, mulch, woodchips, gravel, topsoil and other woody debris within 100 feet of a watercourse without or in violation of an Inland Wetlands Permit.
- D. Correspondence**

X. ADJOURNMENT

****Site Walk****

There is no Site Walk scheduled at this time.

NOTE

Changes to the law allow that anyone wishing to petition for a public hearing on an application may submit a petition with 25 signatures to the Inland Wetlands Agency or its agent within 15 days of the date of receipt. Applications are available for review by the public in the Planning Department during regular business hours.

EAST LYME INLAND WETLANDS AGENCY
REGULAR MEETING OF MONDAY, JUNE 8, 2020

7:00 p.m.

AGENDA

Gary Upton, Chairman
Kristen Chantrell, Vice Chairman
Phyllis Berger, Secretary

**PLEASE NOTE THAT THIS MEETING WILL BE HELD
BY REMOTE PARTICIPATION VIA THE FOLLOWING METHOD:**

Join Zoom Meeting

<https://us02web.zoom.us/j/88036833760?pwd=dXpSangxWTN2S2NETE1kSjhobEZadz09>

Meeting ID: 880 3683 3760

Password: 780977

One tap mobile

+16465588656,,88036833760#,,1#,780977# US (New York)

+13017158592,,88036833760#,,1#,780977# US (Germantown)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 880 3683 3760

Password: 780977

Find your local number: <https://us02web.zoom.us/j/kcbr99a1n7>

CALL TO ORDER

I. ADDITIONS TO THE AGENDA

II. PUBLIC HEARINGS – NONE

III. 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 approved wetland permits and in-house proposals or general topics of discussion are open to comment. Agenda items, referrals, 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.*

IV. ACCEPTANCE OF MINUTES

A. Meeting Minutes of May 18, 2020 Special Meeting

V. EX-OFFICIO REPORT

VI. PENDING APPLICATIONS

- A. **Inland Wetlands Regulations;** Changes to regulations and updates.
- B. **Nottingham Hills Re-subdivision;** Request of Kristen T. Clarke, P.E., Agent for Owner English Harbor Asset Management, LLC for a Determination of Permitted/Non-Regulated Activity at Upper Kensington Drive, as part of a 4-lot re-subdivision. East Lyme Assessor's Map 40.0, Lot 23 and 22.
- C. **21 Marshfield Rd,** Your Brothers Keeper LLC, Agent for Owner Brandy & Derek Moore, for a Determination of a Permitted/Non-Regulated Activity at 21 Marshfield Road, for the clean out of a culvert entrance and exit to maintain the natural flow of water. East Lyme Assessor's Map 04.7, Lot 19.
- D. **Creek Road, Giants Neck Heights Club House,** Your Brothers Keeper LLC, Agent for Owner Giants Neck Heights Association, for a Determination of a Permitted/Non-Regulated Activity at Creek Road, for the clean out of a culvert entrance and exit to maintain the natural flow of water. East Lyme Assessor's Map 04.7, Lot 18

VII. NEW BUSINESS - None

VIII. OLD BUSINESS

IX. REPORTS

A. Chairman's Report

B. Inland Wetlands Agent Report

- i. **Administrative Permits Issued**
- ii. **Commission Issued Permits**

C. Enforcement

- 1. **Notice of Violation; 297 Boston Post Road; Al Smith Owner, Jason Pazzaglia, Other;** Outside storage of equipment, construction materials, and the stockpiling of earthen materials including but not limited to yard debris, mulch, woodchips, gravel, topsoil and other woody debris within 100 feet of a watercourse without or in violation of an Inland Wetlands Permit.

D. Correspondence

A. Correspondence from the First Selectman

X. ADJOURNMENT

****Site Walk****

The Site Walk for June 6, 2020 will meet at the East Lyme Town Hall at 9:00 a.m.

NOTE

Changes to the law allow that anyone wishing to petition for a public hearing on an application may submit a petition with 25 signatures to the Inland Wetlands Agency or its agent within 15 days of the date of receipt. Applications are available for review by the public in the Planning Department during regular business hours.

EAST LYME INLAND WETLANDS AGENCY
REGULAR MEETING OF MONDAY, JULY 13, 2020

7:00 p.m.

AMENDED AGENDA

Gary Upton, Chairman
Kristen Chantrell, Vice Chairman
Phyllis Berger, Secretary

**PLEASE NOTE THAT THIS MEETING WILL BE HELD
BY REMOTE PARTICIPATION VIA THE FOLLOWING METHOD:**

Join Zoom Meeting

<https://us02web.zoom.us/j/84027080159?pwd=VFVpUfN6ZXZjaTFiQmp4bHZQnNBJUT09>

Meeting ID: 840 2708 0159

Password: 480220

One tap mobile

+13126266799,,84027080159#,,1#,480220# US (Chicago)

+16465588656,,84027080159#,,1#,480220# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 840 2708 0159

Password: 480220

Find your local number: <https://us02web.zoom.us/j/84027080159>

FILED

July 9 2020 AT 1:12 AM/PM

Cammie Belk
EAST LYME TOWN CLERK

CALL TO ORDER

I. ADDITIONS TO THE AGENDA

II. PUBLIC HEARINGS –

1. Application of the Town of East Lyme Inland Wetland Agency for a text amendment to amend section 2.1 of the East Lyme Inland Wetland Regulations to change the Definition of a “Regulated Activity” by enlarging the distance of the boundary for a regulated activity from 100’ from an inland wetlands and/or watercourse to 500’.

III. 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 approved wetland permits and in-house proposals or general topics of discussion are open to comment. Agenda items, referrals, 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.*

IV. ACCEPTANCE OF MINUTES

A. Meeting Minutes of June 8, 2020 Regular Meeting

V. EX-OFFICIO REPORT

VI. PENDING APPLICATIONS

A. Application of the Town of East Lyme Inland Wetland Agency for a text amendment to amend section 2.1 of the East Lyme Inland Wetland Regulations to change the Definition of a "Regulated Activity" by enlarging the distance of the boundary for a regulated activity from 100' from an inland wetlands and/or watercourse to 500'.

VII. NEW BUSINESS –

A. Creek Road, Giants Neck Heights Club House, and 21 Marshfield Rd, Your Brothers Keeper LLC, Agent for Owner for a Permit to conduct regulated activity at Creek Road and 21 Marshfield Rd for the clean out of a culvert entrance and exit to maintain the natural flow of water. East Lyme Assessor's Map 04.7, Lot 18 and 19.

VIII. OLD BUSINESS

IX. REPORTS

A. Chairman's Report

B. Inland Wetlands Agent Report

i. Administrative Permits Issued

ii. Commission Issued Permits

C. Enforcement

1. Cease and Desist; 297 Boston Post Road; Al Smith Owner, Jason Pazzaglia, Other; Outside storage of equipment, construction materials, and the stockpiling of earthen materials including but not limited to yard debris, mulch, woodchips, gravel, topsoil and other woody debris within 100 feet of a watercourse without or in violation of an Inland Wetlands Permit.

D. Correspondence

X. ADJOURNMENT

****Site Walk****

The Site Walk for July 11, 2020 is hereby cancelled.

NOTE

Changes to the law allow that anyone wishing to petition for a public hearing on an application may submit a petition with 25 signatures to the Inland Wetlands Agency or its agent within 15 days of the date of receipt. Applications are available for review by the public in the Planning Department during regular business hours.

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT

In re:	CHAPTER 11
NEW ENGLAND NATIONAL, LLC	Case No. 02-33699 LMW
Debtor	Re: Doc ID # 472

ORDER APPROVING COMPROMISE AND SETTLEMENT

Upon the Debtor's and East Lyme's Joint Motion for Order Approving Partial Compromise (the "Motion"), having heard the parties on the Motion, having reviewed the pleadings filed in this case to date and having found therefrom good and sufficient cause, it is hereby ORDERED, ADJUDGED AND DECREED that:

- A. Except as otherwise defined herein, all words, terms and phrases used in the Motion shall have and be given the same meaning when used herein.
- B. The proposed Compromise Agreement in the form as appended hereto shall be, and hereby is approved.
- C. This Order shall become effective on the date hereof.

Dated: DEC 04 2008

Lorraine Murphy Weil

Lorraine Murphy Weil
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT (New Haven)

In re:

NEW ENGLAND NATIONAL, LLC

Debtor

Chapter 11 Debtor
Case No. BK-02-33699 (LMW)

COMPROMISE AGREEMENT

COMPROMISE AGREEMENT (this "Agreement") made and entered into as of the Effective Date by and between the reorganized Debtor, **New England National, LLC** and **Darrow's Ridge, LLC**, Debtor in Possession (individually, "Debtor NEN" and "Debtor DR" and collectively, "Debtor") and the **Debtor-Related Covenant Parties** named in *Exhibit A* (collectively with the Debtor, the "Debtor Parties") and the **Town of East Lyme, Connecticut** (the "Town" or "East Lyme") and the **East Lyme-Related Covenant Parties** named in *Exhibit B* (collectively with East Lyme, the "East Lyme Parties," whether or not one or more of them signs this Agreement subject to the condition subsequent imposed on the East Lyme-Related Covenant Parties by 2.G. The term "party" or "parties" means and includes only (a) the Debtor, (b) the Debtor-Related Covenant Parties, (c) East Lyme, and (d) the East Lyme Related Covenant Parties to the extent expressly provided for herein. Except for the Debtor and East Lyme Parties, no other person or entity is intended to be, or shall be deemed to be a third party beneficiary hereof or to be entitled to, or have any benefits, privileges, protection, remedies or rights hereunder under any theory or interpretation of this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and reasonable equivalence of which the parties hereby acknowledge the parties hereby agree and undertake as follows:

1. **Approvals Required.** Whether or not signed by the parties, this Agreement shall not become effective or binding on the parties until such time as: (a) the Bankruptcy Court has entered in *In re New England National, LLC*, Case No. BK-02-33699 (LMW) an order approving this Compromise and authorizing the Debtor to execute, deliver and pay, perform and satisfy its financial liabilities and other obligations hereunder (the "Debtor NEN Compromise Order"); (b) the Bankruptcy Court has entered in *In re Darrow's Ridge, LLC*, Case No. BK-07-30399 (LMW) an order approving this Compromise and authorizing the Debtor to execute, deliver and pay, perform and satisfy its financial liabilities and other obligations hereunder (individually, the "Debtor DR Compromise Order" and, collectively, a "Compromise Order"); and (c) the Board of Selectmen of the Town of East Lyme have approved the Compromise and authorized the First Selectman, or any other official of the Town of East Lyme to execute and deliver or deliver this Agreement to the Debtor and file the same with the Bankruptcy Court. If East Lyme Board of Selectmen shall not have approved this Compromise in a writing delivered to Debtor on or before December 3, 2008, this Agreement shall become null, void and of no further force or effect absent a written agreement to extend such date, which may be withheld by either Debtor or East Lyme for any reason or no reason.

2. **Certain Definitions.** Unless otherwise required by the text of any other paragraph or provision of this Agreement, the term:

A. "Bankruptcy Court" means the United States Bankruptcy Court for the District of Connecticut (New Haven Division).

B. "Bankruptcy Cases" means and includes the cases referred to in Section 1 (a) and (b) of this Agreement.

C. "Cause of action" or "causes of action" means and includes any and all claims, demands, causes of action and equitable and statutory rights of any and every nature whatsoever, including the Debtor NEN's claim for the refund of real estate taxes paid to East Lyme during the NEN case under protest and a reservation of rights (the "Tax Refund Claim") and the other claims made by Debtor NEN and Debtor DR in the Bankruptcy Cases and the State Court Proceedings, whether formally or informally.

D. "Contested Matter" means the contested matter commenced by the Debtor's Motion for determination of Debtor's Tax Liability to the Town of East Lyme, dated April 2, 2007, as amended by Debtor's Motion to Amend Motion for Determination of Tax Liability to East Lyme dated July 31, 2008 and as further amended pursuant to this Agreement, and including Debtor's Objection to Claim No. 13 filed by the Town of East Lyme, (the "Motion").

E. "Debtor-Related Covenant Parties" means and includes each Debtor, the persons and entities named in *Exhibit A* and each of their members, managers, assistant managers, employees, accountants, attorneys, consultants and other agents.

F. "Covenants" means and includes the "Debtor Covenant" and "East Lyme Covenant," as such terms are defined or used in Sections 4 and 8 hereof.

G. "East Lyme-Related Covenant Parties" means and includes only the Town of East Lyme itself and the persons and entities specifically named in *Exhibit B*. If any East Lyme-Related Covenant Party whom or which has not signed this Agreement for any reason or no reasons should initiate any Proceeding against Debtor or any Debtor-Related Covenant Party, such East Lyme-Related Covenant Party shall automatically cease to be a East Lyme-Related Covenant Party and shall have no further benefits, privileges, protections, remedies or rights under this Agreement or the Debtor Covenant with the same effect as if the Debtor-Related Covenant Party had never been named in the Covenant or herein.

H. "Insurer" and "Insurance Policy" means and includes each and every insurance company which issued a policy of insurance that provides or may provide coverage for, or against any damage, loss or harm suffered by the Debtor as a result of the actions alleged in the Contested Matter.

I. "Retained Claims" means and includes any and all causes of action, which the Debtor holds or may hold against any East Lyme, any East Lyme-Related Covenant Party or any Third Party, including the Compromised Claims as limited hereby.

J. "Third Party" or "Third Parties" means and includes any and all persons or entities other than a Debtor, a Debtor-Related Covenant Party, East Lyme or a East Lyme-Related Covenant Party. Without limiting this definition, "Third Parties" includes the persons and entities named in Paragraph 2.K.

K. "Third Party Claims" means and includes any and all causes of action of any and every nature whatsoever which a Debtor holds or may hold against any Third Party, including the following: (a) George Calkins; (b) Margaret Parulls; (c) Edward B. O'Connell, Esq., David P. Condon, Esq. and the firm of Waller, Smith & Palmer, PC and its predecessors and successors and/or any one or more of its other attorneys, paralegals, administrative assistants or agents (collectively, "Waller Smith") (and (d) Ledge Light Health District.

L. "Compromised Claims" means only those causes of action against East Lyme and the East Lyme-Related Covenant Parties expressly compromised pursuant to Section 3A of this Agreement and then only to the extent provided for therein.

M. "Compromise Documents" means and includes each and every document required to be executed and delivered by a party hereto.

N. "Compromise Obligations" means and includes all of the financial liabilities and other obligations evidenced by, or arising from, out of or incidental to this Agreement and the Compromise Documents.

O. "Proceeding" means and includes adversary proceedings, civil actions, contested matters, equity proceedings, suits and other actions of any and every nature whatsoever.

P. "State Court Proceedings" means and includes the following proceedings pending in the New London County Superior Court (the "State Court"): (a) Darrow's Ridge, LLC et als. v. Town of East Lyme Planning Commission, Case No. CV-084007912-S and (b) Town of East Lyme Conservation Commission v. New England National, LLC, Case No. CV-08-4007946-S.

3. **Compromised Claims and Retained Actions.**

A. Subject to the further terms hereof and except as may be expressly provided for herein or limited hereby, the parties hereby compromise by limiting the liability of East Lyme itself and the East Lyme-Related Covenant Parties on account of the following causes of action as provided for herein (collectively the "Compromised Claims"): (a) all of the causes of action asserted against East Lyme itself in the Contested Matter or which could have

been asserted against East Lyme or any East Lyme-Related Covenant Party under the facts alleged therein; (b) all of the causes of action asserted against East Lyme itself in the State Court Proceedings or which could have been asserted against East Lyme or any East Lyme-Related Covenant Party under the facts alleged therein.

B. Without limiting or intending to limit the breadth of the term "Retained Claims," the Plaintiff specifically reserves any and all Retained Actions, subject to the limitations imposed hereby and the terms hereof including, without limitation: (a) any and all causes of action which Debtor holds or may hold against East Lyme or any East Lyme-Related Covenant Party not specifically compromised hereby or any Third Party, arising from, out of or incidental to any of the circumstances, events or facts underlying the Compromised Claims; and (b) any and all cause or causes of action that Debtor holds or may hold against any Third Party arising from, out of or incidental to any matter, cause or thing. Nothing contained herein shall discharge, release, relinquish or impair in any manner any cause or causes of action against Margaret M. Parulis, Waller Smith or any other Third Party arising from, out of or incidental to the filing or prosecution of such State Court Proceedings or the failure or refusal of Waller Smith to withdraw from such Proceedings.

C. Nothing contained herein shall discharge, release or relinquish any cause of action arising under, from, out of or incidental to a breach of, or default under this Compromise Agreement or any Compromise Document.

4. **Debtor Covenant.** In order to effectuate the Compromise with East Lyme and East Lyme Related Parties, the Debtor shall execute and deliver to East Lyme for itself and the benefit of the East Lyme Related Parties a document which contains the following covenants (the "Debtor Covenant"):

A. A covenant not to file any further Proceeding against East Lyme or any East Lyme-Related Party on account of any Compromised Claim or Retained Action, except as a nominal defendant or party to the extent reasonably necessary and then only to such extent as may be reasonably necessary to the prosecution of a Compromised Claim or Retained Action against a Third Party and subject to the further terms and conditions of the Covenant (the "Limited Proceedings Covenant").

B. A covenant that limits the monetary liability of East Lyme in the event that Debtor recovers a judgment against one or more Third Parties on account of a Retained Claim as follows (the "Limited Indemnity Liability Covenant"):

(1) This covenant shall apply only to a final judgment rendered in favor of Debtor or a Debtor-Released Party against a Third Party (a "Liable Third Party") that obtains a judgment against East Lyme for the payment of all or part of such judgment by way of indemnification, contribution or any other basis (an "Indemnified Third Party," "Indemnity Judgment" and an "Indemnity Claim").

(2) In the case of an Indemnity Judgment, Debtor shall not enforce its judgment against the Liable Third Party in any amount in excess of the greater of: (a) the amount of any insurance available to East Lyme with respect to the Indemnity Judgment; or (b) that portion of the Judgment rendered against the Liable Third Party for which such Third Party holds no Indemnity Judgment against East Lyme or an East Lyme-Related Covenant Party.

C. It is the intention of this Paragraph 4 that the Debtor may not enforce a Third Party Judgment for which East Lyme may be financially obligated to reimburse to the Liable Third Party until there has been a determination by a court of competent jurisdiction as to the liability of East Lyme or an East Lyme-Related Covenant Party on account of an Indemnity Claim. East Lyme shall file all pleadings and take all actions necessary to have its indemnity liability determined as part of the proceeding brought against a Third Party by a Debtor to the extent procedurally required or permissible, and shall be deemed and conclusively presumed to have waived its rights hereunder if it fails to do so. If the indemnity liability of East Lyme to a Liable Third Party cannot be determined in the Third Party Proceeding initiated by a Debtor, then East Lyme file promptly file all pleadings and take all actions necessary to have its indemnity liability determined and thereafter continuously and diligently seek a final determination of its indemnity liability as promptly as possible, but in no event later than 18 months from the date of the Third Party Judgment subject to such reasonable extensions as may be necessary as a result of delays caused without the consent, participation or fault of East Lyme in the determination of the indemnity liability; provided that, by objective standards, East Lyme has diligently pursued such determination.

5. **East Lyme's Compromise Consideration.** In consideration of the Compromise, East Lyme shall:

A. Pay to each Debtor the following sums in cash after approval of the Bankruptcy Court (the "Cash Compromise Consideration"): (1) Debtor NEN, \$240,000; and (2) Debtor DR, \$10,000. Payment to be made of not less than \$100,000 from the Town contingency fund if approved by the Board of Selectmen on December 3, 2008, and if approved by the Board of Finance on December 10, 2008 (or such greater amount as may be available in the contingency fund); the balance of the compromise amount subject to approval of the Town Meeting to be held on December 17, 2008. If not approved by the Town Meeting, the Debtor may retain such sums as are paid after the Board of Finance approval. The Agreement becomes null and void and the parties may continue the pending litigation, the payment to be credited against any judgment rendered against the Town.

B. The Cash Compromise Consideration shall be applied in reduction of the Compromised Claims other than the Tax Refund Claim.

C. Pay to the Debtor the first \$100,000 from proceeds of any Insurance Policy, including payments made on account of East Lyme's pending insurance claim pending against A.I.G. Domestic Claims, claim #618-011271, Policy No. 599-61-86 subject only to Paragraph 12A herein in regards to claim Compromise.

D. Execute and deliver to each Debtor and each Debtor-Related Covenant Party a covenant not to file action, proceeding or suit against Debtor or any Debtor-Related Covenant Party (the "East Lyme Covenant").

E. Resolve all permitting issues in accordance with *Exhibit C*.

F. Not retain or permit Waller to participate now or in the future on behalf of the Town in any matter, which directly relates to either Debtor or any Debtor-Related Covenant Party.

G. Notify Ledge Light Health District that George Calkins will not be permitted to participate, do any inspections, make any reports or provide any services directly or indirectly related to any pending or future applications in any pending or future applications filed

by NEN, Darrow's Ridge, Niantic or any of their affiliates or with respect to any development in which any of them have an interest. This provision shall be binding on the Ledgelight Health District.

H. Execute and deliver any other Compromise Documents to be signed by East Lyme to implement this Compromise.

I. Pay, perform and satisfy all of East Lyme's other financial liabilities and obligations hereunder.

6. **Debtor's Compromise Consideration.** In consideration of the Compromise:

A. Debtor NEN shall donate to East Lyme the land, which is the subject of the Approved 2006 Plans and the improvements made to such land pursuant to the Approved 2006 Plans to date.

B. Each Debtor shall execute and deliver those Compromise Documents to be signed by a Debtor to implement this Compromise.

C. Each Debtor shall pay, perform and satisfy all of Debtor's other financial liabilities and obligations hereunder.

7. **Compromise Acts and Documents.**

A. The parties stipulate and agree that:

(1) Debtor's Motion to Amend the Debtor's Motion to Amend Motion for Determination of Debtor's tax Liability to East Lyme or Objection to Claim 13 Filed By the Town of East Lyme may be granted by the Bankruptcy Court in all respects (the "Amendment Motion" and the "Amended Objection").

(2) Debtor may further amend the Objection to name specifically Third Parties, including those acting for and as agents of East Lyme, involved in each claim for relief made by the Debtors and may incorporate the acts, actions, omissions and misconduct alleged, which could have been alleged in the State Court Proceedings insofar as they affect these

Debtors (the "State Court Claims"), and cause any Third Party to be joined in the contested matter or adversary proceeding to the extent necessary.

(3) The Contested Matter, as amended and as further amended pursuant hereto, shall become and be treated as an adversary proceeding governed by the Part VII Rules.

(4) At such time as the State Court Claims have become a part of the Adversary Proceeding, and all motions to dismiss have been resolved in favor of the Debtor and East Lyme shall file a stipulation with the State Court dismissing the State Court Proceeding or Proceedings without prejudice.

(5) East Lyme's continued presence as a Defendant in the foregoing Amended Motion shall be subject to the terms of conditions of this Agreement.

B. With respect to the State Court Proceeding entitled Darrow's Ridge, LLC, et. als. v. Town of East Lyme Planning Commission, it is acknowledged that the named plaintiffs in that action include the Debtor and a related entity known as Niantic Real Estate, LLC. It is further recognized that the Debtor's confirmed Plan of Reorganization (Section 14.5 (B)(3) and (4)) provides for the retention of jurisdiction of the Bankruptcy Court for claims of the nature of the foregoing claims and that the Debtor DR Plan of Reorganization will contain identical provisions, which East Lyme will not oppose. East Lyme agrees that it shall neither make, cause any other party to make or support any motion for dismissal or abstention. Further, for the sake of judicial economy, East Lyme consents and shall consent to the consolidation and adjudication of the Debtor DR claims for relief with those of NEN. Each Debtor and Debtor-Related Covenant Parties shall execute and deliver to East Lyme for the benefit of East Lyme and each East Lyme-Related Covenant Party the Debtor Covenant. The Covenant shall not discharge, release or relinquish or be deemed to discharge, release or relinquish any cause or causes of action against East Lyme or any East Lyme-Related Covenant Party, or any other Third Party or impair, prejudice or adversely affect any such causes of action in any way, except as specifically provided for herein.

C. East Lyme and each of East Lyme-Related Covenant Parties shall execute and deliver to each Debtor and Debtor-Related Covenant Party the East Lyme Covenant.

D. The parties shall execute and deliver such other documents as may be reasonably necessary to implement this Agreement, but such documents shall not broaden the Compromise or impose any financial liabilities or obligations beyond those expressly undertaken pursuant to this Compromise Agreement and the Compromise Documents.

8. **Additional East Lyme Obligations.** To the fullest extent permitted by law, East Lyme:

A. Deliver all of the documents listed by name or type in *Exhibit D* as required by existing discovery orders entered by the Bankruptcy Court. East Lyme shall deliver the tapes and other electronically stored information for copying or reproduction to such qualified persons as Debtor may direct. East Lyme shall supervise the reproduction of such information, but Debtor shall pay the copying and reproduction costs. If Debtor wishes to complete a forensic examination of the East Lyme computer system or systems, Debtor shall pay the cost thereof.

B. Waive all privileges, including the attorney-client and work product privileges with regard to services provided by Waller, Smith & Palmer.

C. The Town will respond candidly, forthrightly and punctually to all properly issued subpoenas for testimony and/or document production prosecution of Retained Claims, including any such claims asserted against Margaret M. Parulls, George Calkins and Waller Smith.

9. **Advice of Counsel.** Each party acknowledges and represents to the other party that: (a) such party has conducted whatever investigation was deemed necessary by to ascertain all facts and matters related to this Agreement; (b) such party has consulted with and received advice from legal counsel concerning this Agreement; (c) such party understands the terms and affect of this Agreement; and (d) such party has not relied and is not relying in any way on any statement or representation made by the other party or any attorney, representative or agent of such party.

10. **No Assignment or Transfer of Compromised Claims.** Debtor represents to East Lyme that as of the date of this Agreement, Debtor has not assigned, transferred, granted any lien on or otherwise encumbered any of the Compromised Claims.

11. **Notice to Insurers; No Admission of Liability; No Prejudice.**

A. East Lyme represents to the Debtor that: It has made a claim as stated above on the policy issued by AIG. In the event that AIG should deny the claim, the Town will so notify the Debtor's counsel, and the parties shall work jointly in the prosecution of and against said insurer for the denied claim, each party paying its own attorneys fees. Debtor agrees that it shall not independently of the Town, and without the Town's consent contact AIG in regards to the Compromise of the claim.

B. It is expressly understood and agreed by the parties that this Agreement is entered into solely for the purpose of terminating the Litigation. Neither this Agreement nor any other communication concerning this Agreement shall be deemed, construed or treated in any respect as an admission of liability or a breach of duty on the part of any party.

C. This Agreement and Compromise shall not be binding on any Insurer or any Third Party.

D. Neither this Agreement nor the parties' negotiations pertaining to this Agreement or the Compromise shall be admissible in any proceeding against any Third Party.

12. **Limited Third party Beneficiaries.** Except for the Debtor, East Lyme and the Related Covenant Parties and then only to the extent provided for herein, no other person or entity is intended to be, or shall under any circumstances be deemed to be a third party beneficiary of this Agreement or to have any benefits, privileges or rights under this Agreement.

13. **Modification.** No provision of this Agreement may be changed, altered, modified or waived except in writing signed by the signatories hereto or their successors-in-interest, which shall specifically reference the Agreement and the provision which the parties seek to change, alter, waive or modify.

14. **Entire Agreement.** The parties hereto acknowledge that this Agreement

constitutes a full, final, and complete Compromise of their differences and supersedes and replaces any and all other written or oral exchanges, agreements, understandings, arrangements, or negotiations between or among them relating to the subject matter hereof and affirmatively state that there are no other prior or contemporaneous agreements, exchanges, representations, arrangements, or understandings, written or oral, between them relating to the subject matter hereof and that this Agreement contains entire agreement between them with respect to the subject matter hereof. It is intended that the covenants to be provided by the parties pursuant to Paragraphs 4 and 5, except as specifically permitted by the terms of this Agreement, shall be deemed to be a Covenant Not To Sue, and is not intended to be a release.

15. **Choice of Law.** This Agreement shall be governed by the law of the State of Connecticut, without regard to its provisions regarding choice of law.

16. **Choice of Jurisdiction and Venue.** Actions to enforce, interpret, apply or construe this Agreement shall be brought in the Bankruptcy Court. The parties consent to the jurisdiction and venue of such Court. Nothing contained herein shall increase or decrease the jurisdiction retained by the Bankruptcy Court in the NEN Bankruptcy Case in any way or that to be retained by the Bankruptcy Court under any Plan of Reorganization filed by Debtor DR, which is confirmed by the Bankruptcy Court.

17. **Covenant of Confidentiality and Non-Disparagement.**

A. It is recognized that this Agreement may be a public record and subject to disclosure under applicable statutes relating to Freedom of Information disclosure. East Lyme reserves the right to request that the Bankruptcy Court approve a placing this Agreement under seal, or the inclusion of a confidentiality agreement in regards to this Agreement, or such portions of it as the East Lyme may determine to require be subject to a confidentiality agreement. The Debtor agrees not to oppose such request. In the event that the Bankruptcy Court shall approve the sealing of this Agreement or the inclusion of a confidentiality agreement, the parties agree to be bound thereby.

B. The parties acknowledge and agree that this Agreement shall not be admitted into evidence in any proceeding, except as may be required to effectuate or enforce the terms of this Agreement. It is further recognized that this Agreement may be a public record

and subject to disclosure under applicable statutes relating to Freedom of Information disclosure.

18. **Execution of Agreement in Counterparts.** This Agreement may be executed in counterparts each of which will constitute an original but all of which constitutes but one Agreement.

19. **Benefit and Binding Effect.** This Agreement shall be binding on, and inure to the benefit of Plaintiff, the Plaintiff Related Released Parties, East Lyme and East Lyme-Related Covenant Parties, but no other persons or entities.

IN WITNESS WHEREOF, the parties have executed under seal this Agreement on the dates shown below.

TOWN OF EAST LYME

Dated

Paul M. Formica
It's Duly Authorized Agent

NEW ENGLAND NATIONAL, LLC

Dated

Robert A. Blatt, Managing Member

DARROW'S RIDGE, LLC

Dated

Robert A. Blatt, Manager

NIANTIC REAL ESTATE, LLC

Dated

Anne K. Torrance, Manager

CLAIMS AGENT, INC.

Dated

Jeffrey A. Torrance, President

ROBERT A. BLATT

Dated

Robert A. Blatt

**MATTHEW A. TORRANCE
IRREVOCABLE TRUST**

Dated

Anne K. Torrance, Trustee

**KRISTEN B. TORRANCE IRREVOCABLE
TRUST**

Dated

Anne K. Torrance, Trustee

**MICHAEL E. TORRANCE IRREVOCABLE
TRUST**

Dated

Anne K. Torrance, Trustee

**NICHOLAS A. TORRANCE
IRREVOCABLE TRUST**

Dated

Anne K. Torrance, Trustee

**TORRANCE FAMILY LIMITED
PARTNERSHIP**

Dated

Anne K. Torrance, General Manager

EXHIBIT A

DEBTOR-RELATED COVENANT PARTIES

The following persons and entities are the Debtor-Related Covenant Parties:

1. New England National, LLC; Darrow's Ridge, LLC, Debtor in Possession; Niantic Real Estate LLC; Claims Agent Inc., which owns the property known as 238 Chesterfield Road, aka the "Mostowy Road triangle;"
2. Robert Blatt and The Matthew A. Torrance Irrevocable Trust, The Kristen B. Torrance Irrevocable Trust, The Michael E. Torrance Irrevocable Trust and The Nicholas A. Torrance Irrevocable Trust (collectively, the "Irrevocable Torrance Trusts").
3. Anne K. Torrance, as the Trustee of the Irrevocable Torrance Trusts.
4. Anne K. Torrance, as the General Partner of The Torrance Family Limited Partnership, and the Torrance Family Limited Partnership owned by the Irrevocable Torrance Trusts.

EXHIBIT B

EAST LYME-RELATED COVENANT PARTIES

The following persons and entities are the **East Lyme-Related Covenant Parties**:

1. All present and former Selectmen of East Lyme in their capacity as Selectmen, but not otherwise.
2. All present and former employees, accountants, attorneys and other agents of East Lyme, except for (a) Margaret Parulis, (b) George Calkins, Ledge Light Health District, Edward O'Connell, Esq., David Condon, Esq. and Waller Smith and its other attorneys, paralegals, staff members and agents (other than Thomas Marrion, Esq., Joseph Wilson, Esq. and Tyler Cooper & Alcorn, LLP and other person and entity identified in Paragraph 2.K of the Agreement.
3. Daniel R. Cunningham, Esq., Mark E. Block, Esq. and the firms of O'Brien, Shafner, Stuart, Kelly & Morris, P.C., and Block, Janney & Pascal, P.C.
4. Attorney Thomas Marrion, Joseph Wilson and the firm of Tyler Cooper & Alcorn, LLP, but not co-counsel that represented East Lyme in conjunction with them, including Edward B. O'Connell and Waller Smith & Palmer.

EXHIBIT C

Resolution of Land Use Issues

In addition to the settled claims the parties stipulate and agree that there are certain land use issues that remain pending before the town and the scope of this settlement agreement shall be deemed to include the following terms and conditions in so far as the pending land use issues are concerned.

- A. Lot Line Revision: Pursuant to the lot line modification plan currently the subject to a request for permit modifications pending before the East Lyme Inland Wetlands Agency the parties agree that upon issuance of the aforesaid permit modification the East Lyme Town Planner shall execute the mylar reflecting the lot line modification of properties known as 238 Chesterfield Road and 70 Mostowoy Road. The Town Planner shall undertake this action under his authority to do so on an administrative basis.
- B. Mostowoy Road/Army Corps of Engineers: The parties acknowledge that in connection with Darrows Ridge Subdivision, Phase I, a certain realignment of Mostowoy Road and land exchange between Darrows Ridge LLC and the Town.

The intended road realignment and land exchange are further reflected in the plans approved by the East Lyme Conservation Commission. Pursuant to a permit issued March 6, 2006, Permit No. 06-05. The parties further acknowledge that as the result of a complaint filed by a third party, the Army Corps of Engineers has caused a halt to the completion of the work contemplated under the plans and permit. The parties agree that the following course of action will be accomplished in order to complete the road realignment, land exchange and work to be performed under the permit: (i) the Town will endeavor to obtain from the Army Corps a decision confirming that the Debtor has complied with the terms of the general permit that has been issued and/or obtain a letter indicated that not further permitting is required; (ii) there will be presented to the Board of Selectmen, a resolution to abandon the section of Mostowoy Road as reflected in the plans; the Debtor will provide a surveyed description of the area of Mostowoy Road to be abandoned together with a survey description of the properties to be exchanged between the Town and the Debtor. Upon the commencement of the work, the Town inspectors for compliance of the previously approved and agreed to plans will be performed by Gary Hyanka of the Town Public Works Department, Bill Sheer, Town Engineer and Keith Hayden, Wetlands Compliance Officer. The Town will be responsible for all legal and engineering fees and other costs and expenses incurred in resolving such permit issues and construction of any additional improvements required by the Army Corps not originally or currently contemplated.

EXHIBIT D

LIST OF DOCUMENTS TO BE PRODUCED

- A. All of the computer disks, back-up files and user files and other electronically stored information required by the discovery orders entered by this Court or submitted to this Court for entry.
- B. All tape recordings of hearings pertaining to the Debtor or Darrow's Ridge, LLC held by the Conservation Commission, Planning Commission or Zoning Commission.
- C. Statements for professional services submitted or given to Edward O'Connell, Esq. and Waller Smith Palmer by Tyler, Cooper & Alcorn for October, 2003, May 2004, September 2004, January, February and March, 2005 and May 2005 through December 2006.
- B. Documents pertaining to the "moratorium litigation," including the "research notes regarding a brief to be filed with the Superior Court" and others in the possession of Waller Smith Palmer.
- C. Documents pertaining to the "Mostowy Road issues," including the minutes of, notes taken and memoranda regarding the Executive Session of the Board of Selectmen held on or about December 6, 2006.
- D. All of the documents pertaining to the Conservation Commission's decision to file a Complaint for injunctive relief against New England National, LLC, the Complaint and the prosecution of the proceeding, including the E-mail from Margaret Parulis to Edward B. O'Connell and Keith Hayden dated October 22, 2007 referred to as "Torrance C&D" in the "Additional Document Production" list prepared by East Lyme counsel dated July 23, 2008.