

DOCKET NO.: KNL-CV-13-6017285-S

TOWN OF NORTH STONINGTON	:	SUPERIOR COURT
<i>Plaintiff</i>	:	
	:	NEW LONDON JUDICIAL DISTRICT
v.	:	
	:	
VAN BROWN, TRUSTEE, ET AL	:	
<i>Defendants</i>	:	JULY 16, 2015

**PROPOSED**  
**JUDGMENT AND ORDER**

This action, by Complaint dated May 3, 2013, seeks a declaratory judgment and an order quieting title on property located in the Town of North Stonington. The plaintiff is the Town of North Stonington (the “Town”), and the defendants are Van Brown, Trustee for the 96 Button Road Trust (the “Trustee”), George Jepson, Attorney General for the State of Connecticut (the “Attorney General”), and Bison Brook Farms, Inc. (“Bison Brook”). The Complaint is supported by a Statement of Facts filed jointly by the plaintiff and the defendants, and its supporting affidavits and exhibits. The plaintiff seeks a decree that declares the rights and obligations of the parties with respect to the property.

Based upon the evidence, the Court hereby makes the following findings of fact and conclusions of law and renders judgment as follows:

**FINDINGS OF FACT**

1. On or about October 3, 1972 and recorded October 27, 1972 in Volume 42, Page 202 of the Land Records of North Stonington, Connecticut (and by a correcting deed of December 12, 1972 recorded in Volume 42, Page 475) Howard T. Brown, Clifford C. Oat, and Harold C.

Dahl conveyed by quit claim deed certain real property located in the Town of North Stonington, Connecticut, consisting of 120 acres, more or less, on the east side of Button Road to the Norwich Young Men's Christian Association (hereafter "Norwich YMCA").

2. Said deed contained a clause, to wit "[t]his conveyance is made subject to the express condition that if the grantee or its corporate successors cease to own said described real estate, then in that event title to said real estate shall vest in the Town of North Stonington for use as open space."
3. The above referenced property, with the same clause, was transferred by the Norwich YMCA to the Young Men's Christian Association of Southeastern Connecticut, Inc. (hereafter "YMCA") on December 31, 1982, and recorded on January 7, 1983, in Volume 58, Page 206.
4. On or about October 3, 1988, without notice to the Attorney General's Office and without the approval of a court of competent jurisdiction, a portion of the above referenced property, consisting of 28 acres, more or less, was conveyed by warranty deed by the YMCA to H. David Geer, and recorded in Volume 76, Page 878 on October 13, 1988. On or about October 3, 1988, H. David Geer conveyed a 35 acre parcel, contiguous to the remaining 92 acre subject property of the YMCA, to the YMCA, and recorded in Volume 76, Page 880 on October 13, 1988. Said deed contained a provision, to wit "[t]his conveyance is made subject to the express condition that if the grantee or its corporate successors cease to own said described real estate, then in that event title to said real estate shall vest in the Town of North Stonington for use as open space."

5. On August 30, 2000, the 28 acre Geer property (hereafter “28 acre parcel”) was subsequently transferred by Geer to Pasqualini Sand & Stone LLC and recorded in Volume 132, Page 166, and then on March 24, 2004, transferred to Bison Brook Farms, Inc., and recorded in Volume 161, Page 1167 on March 24, 2004.
6. On or about November 1, 1989, without notice to the Attorney General’s Office and without the approval of a court of competent jurisdiction, the Town of North Stonington filed a “Release of Reverter” in Volume 81, Page 37, stating, to wit “The Town of North Stonington.... does herewith release and discharge a certain right of reverter contained in the following deeds...” referencing the above deed to the Norwich YMCA at Volume 42, Page 202 (and the correcting deed at Volume 42, Page 475) and the deed to the YMCA.
7. The Attorney General claims an interest in the property transferred by way of the deed referenced above in Volume 42, Page 202 , and subsequent derivative deeds by operation of Conn. Gen. Stat. § 3-125 as representative of the public interest in the protection of any gifts, legacies, or devises intended for public or charitable purposes.
8. On or about June 24, 2011, Van Brown, Trustee, 96 Button Road Trust, acquired all interests of the YMCA in the above referenced real property by a warranty deed recorded on the same date in Volume 202, Page 457 of the North Stonington Land Records, known as the “92 acre parcel”, being the remaining land of the original property transferred by Howard T. Brown, Clifford C. Oat, and Harold C. Dahl to the Norwich YMCA at Volume 42, Page 202 and Volume 42, Page 475 and the “35 acre parcel”, being the property transferred by Geer to the YMCA, at Volume 76, Page 880.

## CONCLUSIONS OF LAW

1. “The rule of cy pres is a rule for the construction of instruments in equity, by which the intention of the party is carried out as near as may be.” (Citations omitted; emphasis in original; internal quotation marks omitted.) *Blumenthal v. Sharon Hosp., Inc.*, 2003 Conn. Super. LEXIS 1657 (Sup. Ct. 2003), citing *Carl J. Herzog Foundation, Inc. v. University of Bridgeport*, 243 Conn. 1, 10 n.8 (1997). “In exercising its powers under the doctrine of approximation (cy pres), a court must seek a method or result which as nearly as possible effectuates the intent of the testator.” *Lockwood v. Killian*, 179 Conn. 62, 67 (1979).

2. “The [cy pres] doctrine applies in situations where a testator has evidenced a dominant intent to devote his [or her] property to some charitable use but the circumstances are such that it becomes [impossible, impracticable, or illegal] to follow the particular method he [or she] directs, and the courts then sanction its use in some other way which will, as nearly as may be, approximate his [or her] general intent.” *Blumenthal v. Sharon Hosp., Inc.*, 2003 Conn. Super. LEXIS 1657 (Sup. Ct. 2003), citing *Duncan v. Higgins*, 129 Conn. 136, 140 (1942) and *Shannon v. Eno*, 120 Conn. 77, 87, 179 A. 479 (1935). Similarly, the equitable doctrine of deviation has been applied to preserve the “dominant purpose by modifying what is described as [a] secondary purpose, often the method or means for carrying out the dominant purpose.” 8 G. Bogert, *Trusts and Trustees* (2d Ed. Rev.Repl.1991) § 396, p. 330.

3. Due to the history surrounding the treatment, care, and ownership of this subject property, it has become impracticable for the Town to hold the property for use as open space. A

modification to permit the Trustee to hold and protect the property, both the 92 acre parcel and the 35 acre parcel, as permanent open space, as further defined herein, will further the donors' purpose and dominant intent of preserving the open space use of the property.

4. Use of the cy pres and equitable deviation doctrines is necessary in this instance because only a court of competent jurisdiction can modify the charitable intent of a donor.

*Hartford v. Larrabee Fund*, 161 Conn. 312, 317 (1979).

### **ORDER**

Based on the foregoing findings of fact and conclusions of law and in accordance with the equitable principles of cy pres and equitable deviation, it is hereby ORDERED:

#### **A. AS TO THE 92 ACRE PARCEL**

1. The property known as the "92 acre parcel" shall remain encumbered by the "open space" restriction contained in the deeds from Howard T. Brown, Clifford C. Oat, and Harold C. Dahl, to the Norwich YMCA and derivative deeds.

2. The term "Open Space" shall include all agriculture uses as defined under the Connecticut General Statutes, including the provisions of C.G.S. § 1-1(q), and shall include such residences and structures related to agriculture as may otherwise be allowed by zoning and applicable land use regulations.

3. The Town of North Stonington shall have no further interest in, and release any further claim to said "92 acre parcel" except as may apply under the general regulatory authority of the Town.

### **B. AS TO THE 35 ACRE PARCEL**

The Town of North Stonington releases all interest in the property referenced in the Geer deed at Volume 76, Page 880, subject to the rights referred to within this Stipulation and the following restrictions:

1. The “35 acre parcel” shall be “Open Space” and subject to the restrictions contained in this stipulation.
2. The following terms shall be incorporated into the judgment as terms of a conservation restriction pursuant to §47-42a et seq. of the Connecticut General Statutes, except notice requirements under §47-42d(b):

Both the Plaintiff, Town of North Stonington (hereinafter “Town”) and the Defendant, 96 Button Road Trust, (hereinafter “Trust”) desire to preserve the 35 acres (former Geer parcel), a legal description of which is attached hereto as Schedule A, and hereinafter described as the “Protected Property”, predominantly in its natural state subject to the terms of this agreement by means of a court judgment.

NOW THEREFORE, the Trust hereby stipulates to the following permanent restrictions over the Protected Property, of the nature and character and to the extent hereinafter set forth. The Trust, its successors and assigns, stipulates that the Protected Property shall be held, transferred, used and occupied subject to the terms, conditions, and restrictions hereinafter set forth, which shall be deemed to run with and burden the Protected Property in perpetuity. All terms, covenants, and conditions contained herein shall run with the land and be forever binding on the Trust, its successors and assigns.

2.1. Affirmative Rights of the Town. To accomplish the purpose of these restrictions, the following rights are conveyed to the Town, which rights shall be in addition to any other rights available to the Town:

- (A) To preserve and protect the Protected Property and to prevent the Trust, or third persons (whether or not claiming by, through, or under the Trust) from conducting any activity on or use of the Protected Property that violates the terms of these restrictions, and to require of the Trust or third persons the restoration of

such areas or features of the Protected Property that may be damaged by any such activity or use;

(B) To enter, at reasonable times twice per year following reasonable notice to current owner, Protected Property for the purpose provided hereafter:

(i) inspecting the Protected Property to determine if the Trust, and its successors or assigns, are complying with the covenants and purposes of these restrictions;

(ii) enforcing the terms of these restrictions;

(iii) Said inspections shall occur biannually on or about January 15 and July 15 by no more than three (3) municipal agents. The Town shall give the landowner notice by certified mail that it intends to inspect at least two (2) weeks prior to the inspection. The notice shall give the names of the inspectors and the date and time of inspection. The Town agrees to hold the owner of the 35 acre parcel harmless in all matters that may arise as the result of said inspection, except for matters of compliance.

(C) The right to enforce the covenants contained herein is pursuant to Section 47-42a, et seq. CGS, and/or other provisions of the Connecticut General Statutes. Nothing herein shall be construed to entitle the Town to institute any enforcement proceedings against the Trust for any changes to the Protected Property due to causes beyond the Trust's control, such as floods, fire, trespass or storms.

2.2. Prohibitions and Restrictions Applicable to the Protected Property. To meet the goal of the Trust and the Town that there be continued private use of the Protected Property while implementing the purpose of these restrictions, the following prohibitions and restrictions shall apply to the Protected Property:

(A) There shall be no drilling, construction or installation of wells, no extraction or diversion of ground or surface water, no pollution or sedimentation of ground water, surface water, natural watercourses, or wetlands, and there shall be no activities which would have a long term adverse impact on water or wetland quality, quantity, natural water levels or flow, other than the obtaining of water for livestock purposes during the winter months. Any water withdrawal during other times of the year will be with the approval of the inland wetlands commission, which approval shall not be unreasonably denied. There shall be no installation of underground storage tanks.

(B) There shall be no treatment, storage, placement, disposal or release of solid, hazardous, or toxic materials or waste.

(C) The Protected Property shall not be used for commercial or industrial uses other than allowed by these stipulations or for residential occupancy.

(D) There shall be no construction or placement of any building, structure, tennis or other recreational court, mobile home, swimming pool, or sign (other than signage reasonably required by the Town or the Trust for appropriate land management), asphalt or concrete pavement or other impervious surface, billboard or other advertising display, antenna, satellite dish, tower, sodium vapor light, or any other structure or facility other than fencing, temporary and/or accessory structures incident to activities and uses that are permitted on the Protected Property to include, by way of illustration and not limitation, construction and placement of temporary roosting, watering, and nesting shelters.

(E) Removal, destruction or cutting of trees, shrubs or plants in the wooded areas of the Protected Property is permitted only (i) in connection with and to the extent reasonably necessary for, or incident to, the conduct of permitted activities on the Protected Property, (ii) to the extent that cutting, pruning and trimming of trees and shrubs is reasonably necessary or incidental to reasonable forest management, (iii) consistent with a reasonable forestry management plan submitted to the North Stonington Wetlands Commission which shall not be unreasonable denied.

(F) There shall be no ditching, draining, diking, filling, excavation, dredging, mining, drilling, removal of topsoil, sand, gravel, rock minerals, or other materials, building of new roads, or change in the topography of the land through placing, moving, or removing any soil or other substances or materials except as approved by the North Stonington Wetlands Commission and such approval shall not be unreasonably denied.

(G) There shall be no operation of dune buggies, motorcycles, all-terrain vehicles, snowmobiles, or other types of land-based motorized vehicles except for permitted uses herein set forth.

(H) Any subdivision of the 35 acres shall first be submitted to North Stonington Planning and Zoning for consideration, which consideration shall be consistent with the terms of this judgment.

(I) The Trust will reasonably mark and maintain, by flags, the boundaries of the 35 acres within 90 days of the acceptance of the Judgment. The Town will have 14 days to inspect the boundaries for reasonableness after notice from the Trust.



(J) Any agricultural activities within the wetlands of the 35 acres shall be subject to approval by the North Stonington Inland Wetlands Commission and consistent with the terms of this judgment, which approval shall not be unreasonable denied.

2.3. The Town's Remedies.

(A) In the event that the Town becomes aware of a violation of the terms of these restrictions by the Trust, the Town shall give written notice to the Trust and if the Trust fails to comply the Town has remedies as set forth by law.

(B) The parties agree that should court action be required to resolve any issues arising out of or pursuant to this judgment the court may award all reasonable costs of suit, including reasonable attorneys' fees to the prevailing party.

2.4. The Trust's Reserved Rights.

(A) The right to make use of the Protected Property for any and all purposes which are in keeping with the stated intent of these restrictions and which shall in no way endanger the maintenance and conservation of the Protected Property in its predominantly natural state subject to the terms of this agreement.

(B) The right to sell, give or otherwise convey the Protected Property, provided such conveyance is subject to the terms of these restrictions.

(C) The right, by appropriate legal proceedings to require the Town, or its successors and assigns, to enforce the terms of these restrictions.

2.5. Access. No right of public access to any portions of the Protected Property is hereby created by these restrictions, subject to the rights of the Town, its successors or assigns, for periodic inspections, as permitted in paragraph 1B.

2.6. Costs, Liabilities, and Taxes. The Trust retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of general liability insurance coverage. During any time that the Town's representatives are on Trust property, the Town shall indemnify and hold harmless the Trust for any all liabilities, injuries, losses, damages, judgments, costs, expenses of every kind, including reasonable attorney's fees, the Trust may suffer or incur as a result of or arising out of the Town's presence on and or inspection of Trust land.

2.7. Transfers by the Trust. The Trust agrees to incorporate by reference the terms of the judgment containing these restrictions in any deed or other legal instrument by which the

Trust transfers any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. The failure of the Trust to perform any act required by this paragraph shall not impair the validity of these restrictions or limit its enforceability in any way or impair the validity of any transfer of the Protected Property.

## 2.8. General Provisions

(A) Reasonableness Standard. The Trust and the Town shall follow a reasonableness standard and shall use their best efforts to make any determinations that are necessary or are contemplated to be made by them (either separately or jointly) under these restrictions in a timely manner and shall cooperate with one another and shall take all other reasonable action suitable to that end.

(B) Liberal Construction. Any general rule of construction to the contrary notwithstanding, these restrictions shall be liberally construed in favor of the grant to affect the charitable Purpose of these restrictions. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of these restrictions that would render the provision valid and perpetually enforceable shall be favored over any interpretation that would render it invalid.

(C) Charitable Purpose. The Trust and the Town acknowledge that this contribution and grant of restrictions is intended to and does result in a public benefit and a perpetual, public charitable use enforceable in accordance with the laws of the State of Connecticut.

(D) Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the State of Connecticut.

(E) Title. The Trust represents that the Protected Property is free and clear of all liens or mortgages (other than the lien for real estate taxes not yet due and payable), and represents that, as the sole owner of the Protected Property in fee simple, the Trust has access to the Protected Property and has good right to convey to the Town of these restrictions, and that the Town shall have the use of and enjoy all of the benefits derived from and arising out of these restrictions.

(F) Severability. If any provision of these restrictions or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of these restrictions and their application to other persons and circumstances shall not be affected thereby.

(G) Entire Agreement. This instrument and the Exhibits attached hereto set forth the entire agreement of the parties with respect to these restrictions and supersede all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment signed by both the Trust and the Town and presented to the Superior Court of Connecticut.

**C. AS TO THE 28 ACRE PARCEL**

1. The “28 acre parcel” shall not be encumbered by the language contained in the deed from Howard T. Brown, Clifford C. Oat, and Harold C. Dahl to the YMCA, or subsequent derivative deeds.

2. Bison Brook Farms, Inc. shall grant a limited right of way to cross its property for any agent of the Town to cross said parcel to affect the inspection contained in Section B paragraph 2.1(B) above, and the Town shall give notice to the landowner in the same manner as is given to the Trust. The right of way shall be in the nature of an easement substantially in the form annexed hereto as Exhibit A and placed upon the land records of the Town of North Stonington and to run with the land.

**D. JUDGMENT TO BE FILED ON THE LAND RECORDS**

1. The Judgment based here on shall be placed on the Land Records of the Town of North Stonington as related to the land as described herein. The Court shall retain continued equitable jurisdiction to effectuate the terms of this judgment.

Dated at Norwich, Connecticut, this \_\_\_\_ day of July, 2015.

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Judge

## **EXHIBIT A**

Return To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## GRANT OF LIMITED ACCESS EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

**THAT, BISON BROOK FARMS, INC.** ("Grantor"), a Connecticut stock corporation with an office and place of business at 162 Button Road, in the Town of North Stonington, County of New London and State of Connecticut for the consideration of good and valuable considerations received to its full satisfaction of **THE TOWN OF NORTH STONINGTON**, a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with an office and place of business at New Town Hall, 40 Main Street, in the Town of North Stonington, County of New London and State of Connecticut does hereby give, grant, bargain, sell and convey to **THE TOWN OF NORTH STONINGTON** ("Grantee"), on the terms and conditions hereinafter enumerated, an easement for purposes of ingress and egress to and from Button Road over and across the hereinafter described Access Easement Area to provide access by foot and by vehicle to that certain tract or parcel of land conveyed by H. David Geer to The Young Men's Christian Association of Southeastern Connecticut pursuant to a Warranty Deed dated October 2, 1988 and recorded on October 13, 1988 in Volume 76, Page 880 of the North Stonington Land Records.

The Access Easement Area is more particularly bounded and described as follows:

A certain strip of land located on the northeasterly side of Button Road in the Town of North Stonington, County of New London and State of Connecticut and being more particularly shown on a certain map or plan entitled "Property Survey Prepared for David Geer Scale 1" = 200' 7-5-2000 Button Road North Stonington CT." prepared by Eric Seitz, L.S. #18856, which strip of land is more particularly bounded and described as follows:

Beginning at an iron pin set in the northeasterly street line of Button Road at the southwesterly corner of the herein described strip and on the dividing line between the herein described strip and land now or formerly of Paul C. Watts and Janice M. Watts as shown on the above referenced plan; thence running North 17°52'08" West for a distance of 78.42 feet, in part along a stone wall, bounded southwesterly by Button Road to a drill hole set in the face of said stone wall; thence running North 89°07'09" East for a distance of 2,369.63 feet bounded northwesterly by land now or formerly of H. David Geer to a point; thence turning and running in a southerly direction for a distance of 78 feet, more or less, to an iron pipe found on the east side of a brook; thence running South 89°07'09" West for a distance of 2,377.77 feet bounded southeasterly by land now or formerly of Paul C. Watts and Janice M. Watts to the iron pin set at the point and place of beginning of said easement area.

**TO HAVE AND TO HOLD THE SAME** to the said Town of North Stonington, its successors and assigns.

This Access Easement is a limited access easement and is granted on and accepted by The Town of North Stonington on the following terms and conditions:

1. The Access Easement is provided to The Town of North Stonington for the purpose of providing a means of ingress and egress for designated municipal officials of The Town of North Stonington to inspect certain real property located on the northerly side of said Access Easement Area which real property is a 35 acre, more or less, tract of land and is the same tract of land conveyed by H. David Geer to The Young Men's Christian Association of Southeastern Connecticut pursuant to the deed recorded in Volume 76, Page 880 of the North Stonington Land Records for purposes of determining compliance of said real property with the terms and conditions of a Conservation Restriction encumbering said real property granted to The Town of North Stonington, Connecticut by Van Brown, Trustee, 96 Button Road Trust, which Conservation Restriction, as contained in the Judgment and Order Dated \_\_\_\_\_, is being filed for record in the North Stonington Town Clerk's Office on or near the date hereof. For purposes hereof, the designated municipal officials of The Town of North Stonington are defined as (i) any Selectman of the Town of North Stonington (ii) the Zoning Enforcement Officer of the Town of North Stonington (iii) the Town Planner of the Town of North Stonington and (iv) the Wetlands Enforcement Officer of the Town of North Stonington.
2. The Grantee shall, when practicable, provide notice to the Grantor that the Grantee will be making use of the Access Easement for purposes of inspecting the real property encumbered by the Conservation Restriction in favor of the Town of North Stonington, which notice shall be provided not less than twenty-four (24) hours prior to the utilization of the Access Easement. For purposes hereof, telephone notice shall be sufficient if provided to Timothy Suchocki, President of the Grantor at (860) 608-2385. The Grantee may change the notice party and the notification number by written notification to the First Selectman of the Town of North Stonington.
3. Grantee acknowledges that Grantor operates an earth products excavation business on the real property of which the Access Easement Area forms a part and that the Access Easement is traversed by construction equipment and heavy truck traffic. In consideration thereof, Grantee agrees that Grantee shall, when utilizing the Access Easement Area, park all vehicles utilized to provide access for the inspection purposes authorized hereunder off of the traveled way located within the limits of said Access Easement Area in order to insure that truck and equipment traffic over and across the driveway located therein is not impeded.
4. Grantee acknowledges that access to the Access Easement Area from Button Road is restricted by a locked gate. Contemporaneously with the execution of this Grant of Limited Access Easement, Grantor shall deliver to Grantee one (1) key to the lock to the gate providing access to the Access Easement Area. In the event that the Grantor changes the lock to the gate, Grantor shall, contemporaneously therewith, deliver one (1) key to the new lock to the First Selectman of the Grantee. Grantee, by the

acceptance of this Easement, agrees not to make duplicates or copies of the key to the gate to the Access Easement Area. Grantee further agrees that, in the event the gate to the Access Easement Area is locked at such time as the Grantee is performing any inspection of the Conservation Restriction described above, Grantee shall, upon completion of said inspection, again lock the gate thereby prohibiting access from Button Road to the Access Easement Area.

5. The Grantee hereby agrees to hold the Grantor harmless from any loss, damage, claim or expense, including reasonable attorney's fees incurred in the defense of any claim, which claim arises out of the use of the Access Easement by authorized representatives of the Grantee.

**IN WITNESS WHEREOF**, Bison Brook Farms, Inc., acting herein by Timothy Suchocki, its President, duly authorized, has hereunto set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Signed, Sealed and Delivered  
in the Presence of:

**BISON BROOK FARMS, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_ (L.S.)  
Timothy Suchocki, Its President

\_\_\_\_\_  
STATE OF CONNECTICUT            )  
  ) ss: Montville  
COUNTY OF NEW LONDON        )

On this the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned officer, personally appeared Timothy Suchocki, who acknowledged himself to be the President of Bison Brook Farms, Inc., a corporation, hereunto duly authorized, signer and sealer of the foregoing instrument and acknowledged the execution of the foregoing instrument to be his free act and deed, as President and the free act and deed of Bison Brook Farms, Inc.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

\_\_\_\_\_  
Harry B. Heller  
Commissioner of the Superior Court



Accepted by the town meeting of the Town of North Stonington, Connecticut on \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Nicholas Mullane, First Selectman