

ENFIELD TOWN COUNCIL
Acting in its capacity as
WATER POLLUTION CONTROL AUTHORITY
OCTOBER 3, 2016

A meeting of the Water Pollution Control Authority was called to order by Chairman Kaupin in the Council Chambers of the Enfield Town Hall, 820 Enfield Street, Enfield, Connecticut on Monday, October 3, 2016. The meeting was called to order at 6:55 p.m.

ROLL-CALL –Present were Commissioners Bosco, Cekala, Davis, Deni, Edgar, Hall, Kaupin, Lee, Stokes and Szewczak. Commissioner Arnone was absent. Also present were Town Manager, Bryan Chodkowski; Town Clerk, Suzanne Olechnicki; Town Attorney, Christopher Bromson

APPROVAL OF MINUTES

MOTION #6255 by Commissioner Edgar, seconded by Commissioner Stokes to accept the minutes of the September 19, 2016 Regular Meeting.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #6255** adopted 9-0-1, with Commissioner Bosco abstaining.

SPECIAL GUEST

There were no special guests this evening.

OLD BUSINESS

Item A. will remain on the table.

NEW BUSINESS

RESOLUTION #6256 by Commissioner Edgar, seconded by Commissioner Cekala.

RESOLVED, that the Water Pollution Control Authority does hereby approve the proposed settlement in the case entitled Marilyn Tyler v. Town of Enfield, Docket Number HHD-CV-09-5032569-S, as set forth in the attached Stipulated Judgment.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #6256** adopted 10-0-0.

ADJOURNMENT

MOTION #6257 by Commissioner Edgar, seconded by Commissioner Deni to adjourn.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #6257** adopted 10-0-0, and the meeting stood adjourned at 6:57 p.m.

DOCKET NO. HDD CV-09-5032569-S : SUPERIOR COURT
MARILYN TYLER : J. D. OF HARTFORD
V. : AT HARTFORD
TOWN OF ENFIELD : OCTOBER ___, 2016

STIPULATED JUDGMENT

The Court, having canvassed the parties and having satisfied itself that the parties are in agreement that judgment should enter in accordance with their stipulation, enters judgment in the above-captioned matter as follows:

1. The Plaintiff Marilyn Tyler ("Mrs. Tyler" or "Plaintiff") is the current owner of the real property consisting of approximately 17 acres located at Post Office Road and Oliver Road in Enfield, Connecticut. Mrs. Tyler acquired the property by conservator's deed from the Estate of John Mokrycki dated November 22, 2005, and recorded at Volume 2490, Page 682 of the Enfield Land Records.
2. The Town of Enfield ("Town" or "Defendant") is a municipal corporation organized under the laws of the State of Connecticut.
3. By Amended Complaint dated August 1, 2011, the Plaintiff brought the above-captioned matter in six counts against the Defendant. Common to all of the counts is the allegation that without the Plaintiff's consent or permission the Defendant caused water from properties upland to the Plaintiff's property to drain onto the Plaintiff's property, and that a permanent pond and stream were created on the property, resulting in damage to the property.
4. The Defendant has denied the material allegations of the Plaintiff's Complaint.

5. The parties commenced trial before this Court in May, 2015, and the trial remains pending at the time of the entry of judgment. The parties wish to resolve their differences in accordance with this stipulated judgment.

6. Accordingly, judgment shall enter and is entered in favor of the Plaintiff and against the Defendant on Count Two of the Amended Complaint, sounding in nuisance. In connection with all other counts the Plaintiff shall withdraw those counts, without costs or fees to any party.

7. The Defendant shall purchase Lots 1, 2, and 7 of the Plaintiff's property, known as the Sunny Brook Farms Subdivision ("the Subdivision") as shown on the maps filed August 17, 2006, and recorded at Volume 259, Pages 5201 and 5202 of the Enfield Land Records for the amount of \$270,000, and as is more particularly described in Schedule A attached to this Judgment, and which is incorporated in and made a part of the Judgment. The purchase of Lots 1, 2 and 7 is subject to the terms and provisions of Conn. Gen. Stat. §8-24, and as such shall be referred to the Enfield Planning and Zoning Commission in conformance therewith. In the event that this purchase is approved per the terms and provisions of Conn. Gen. Stat. §8-24, the Plaintiff shall convey to the Defendant the property by warranty deed upon receipt of the purchase price. This purchase shall take place within thirty (30) days of such final approval by the Town Council as required by Conn. Gen. Stat. §8-24. If the purchase price is not paid within the thirty-day period then interest shall begin to run at the post-judgment rate set forth in Conn. Gen. Stat. Section 37-3a.

8. The Defendant acknowledges and agrees that the Plaintiff has paid to the Town the sum of \$99,165.18, representing the real estate and fire district taxes paid by

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the Plaintiff owing on the property since 2006 and through June 30, 2016. The Town shall issue to the Plaintiff a credit for real estate taxes in the amount of \$99,165.18. This credit shall run with the land and/or shall be assignable by the Plaintiff; the plaintiff will specify to whom the credit will be applied and/or which properties will receive the credit. The Town shall release and forgive the Plaintiff from the payment of any real estate taxes due July 1, 2016, which covers the period of July 1, 2016 through December 31, 2016.

9. The Defendant shall pay to the Plaintiff as damages the sum of \$100,000 within thirty (30) days of the entry of judgment. If payment is not paid within the thirty-day period then interest shall begin to run at the post-judgment rate set forth in Conn. Gen. Stat. Section 37-3a.

10. The Town shall pay to the Plaintiff on or before June 30, 2017, the sum of \$25,000, plus \$427.59 representing overpayment of the fire district taxes plus interest at the rate of three percent (3%) per annum running from the date of the entry of judgment.

11. The Town shall pay to the Plaintiff on or before June 30, 2018 the sum of \$25,000, plus \$427.59 representing overpayment of the fire district taxes plus interest at the rate of three percent (3%) per annum running from the date of the entry of judgment.

12. The Town shall pay to the Plaintiff on or before June 30, 2019, the sum of \$25,000, plus \$427.59 representing overpayment of the fire district taxes plus interest at the rate of three percent (3%) per annum running from the date of the entry of judgment.

13. With respect to Lots 3, 4, 5, and 6 of the Subdivision, the Town will forgive and abate any real estate taxes that otherwise might be due and owing through June 30, 2019.

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14. It is adjudged and decreed that the Lots 3, 4, 5, and 6 within the Subdivision shall be, and each hereby is, an approved Subdivision lot within the meaning of the Enfield Ordinances and the Connecticut General Statutes, and that the Plaintiff shall not need any further approvals to market, sell, and or build any of said lots within the Subdivision. It is understood and agreed that applications for building permits and certificates of occupancy must satisfy local and/or state requirements.

15. It is further adjudged and decreed that the Plaintiff, or any buyer or subsequent owner of the Subdivision or Lots 3, 4, 5, and 6 within the subdivision, shall not be required by the Town of Enfield to utilize city sewers or public water in connection with any of the lots, but rather may install septic systems and wells, subject to Health Department Approval. Should the Plaintiff or any subsequent owner determine that wells are not to be utilized, the Plaintiff, and/or any subsequent owner, shall not be required to pay any fees to the Town of Enfield for hooking up to the water systems. Should the Plaintiff or any subsequent owner determine that septic systems are not to be utilized, the Plaintiff, and/or any subsequent owner, shall pay the Town of Enfield the following fees for hooking up to the sewer systems - Lot 3: \$1,181.25; Lot 4: \$1,181.25; Lot 5: \$1,181.25; and Lot 6: \$2,130.50. The aforementioned fees shall automatically expire twenty-four (24) months from the date of the entry of judgment, at which time the fees for hooking up to the sewer system shall revert to those in effect at the time the plaintiff and/or any subsequent owner elects to hook up to the sewer system.

16. It is further adjudged and decreed that the Town of Enfield shall not enforce any requirement that the Plaintiff shall be required to pay to the Town a fee in

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lieu of open space as more fully described as Condition #4 as shown on the Conditions of Approval of PH #2565 with respect to the first sale of any of the seven lots of the Subdivision.

17. The Town shall permit surface water runoff from Lots 3, 4, 5, and 6 of the Subdivision to continue to drain onto the land being acquired by the Town, namely Lots 1, 2, and 7, and shall not prevent the drainage of water from Lots 3, 4, 5, and 6 once built for single family residential use. The parties acknowledge that the Town intends to market Lots 2 and 7 for sale as single family homes and that neither party, nor their successors and assigns, will interfere with the other party's efforts to market and sell any of Lots 2, 3, 4, 5, 6, or 7. With respect to Lots 2, 3, 4, 5, 6, and 7 surface water runoff shall be permitted in accordance with the approved Subdivision on file.

18. The benefits, burdens and encumbrances set forth in this judgment shall run with the land and is personal to Marilyn Tyler.

19. Judgment shall enter without costs or fees to any party.

BY THE COURT

(Aurigemma, J.)

SCHEDULE "A"

Three (3) certain pieces or parcels of land, together with all improvements thereon and appurtenances thereto, two (2) of which are situated on the southerly side of Post Office Road in the Town of Enfield, County of Hartford and State of Connecticut, being known and designated as Lots No. 1 and 2, and one (1) of which is situated on the northerly side of Oliver Road in the Town of Enfield, County of Hartford and State of Connecticut, being known and designated as Lot No. 7, according to and as shown on two certain maps or plans, the first map or plan entitled "**Sunny Brook Farms SITE & LOCATION PLAN** Drawn By: DF Drawing 1 of 2 John Mokrycki, Jr. Marilyn Tyler, Conservatrix Post Office Road & Oliver Road Enfield, Connecticut L.P. CONSULTANTS 262 Hazard Ave. Enfield, CT. 06082 Scale: Noted Date: 5-31-06" which map or plan is on file in the Enfield Town Clerk's Office in **Book of Public Maps, Volume 259 at Page 5201**, together with the second map or plan entitled "**Sunny Brook Farms SITE PLAN** Drawn By: DF Drawing 2 of 2 John Mokrycki, Jr. Marilyn Tyler, Conservatrix Post Office Road & Oliver Road Enfield, Connecticut L.P. CONSULTANTS 262 Hazard Ave. Enfield, CT. 06082 Scale: Noted Date: 5-31-06" which map or plan is on file in the Enfield Town Clerk's Office in **Book of Public Maps, Volume 259 at Page 5202**, to which reference is hereby made.