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NO. CV-01-0557299-S

SUPERIOR COURT

SUSETTE KELO, ET AL.

JUDICIAL DISTRICT OF

VS.

NEW LONDON AT NEW LONDON

CITY OF NEW LONDON, ET AL.

FEBRUARY 16, 2001

**ANSWER OF NEW LONDON DEVELOPMENT CORPORATION**

**AS TO THE FIRST COUNT:**

1. The defendant New London Development Corporation (hereinafter "NLDC") denies that the plaintiffs, other than plaintiffs James and Laura Guretsky, own real property in the area which is the subject of the Fort Trumbull Municipal Development Plan (hereinafter "MDP"). The NLDC admits that the Guretskys own property known as 19-23 Smith Street, New London, which is within the MDP. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

2. The NLDC has insufficient information on which to form a belief as to the truth of the portion of the allegation contained in this paragraph which provides "[o]ver the Plaintiffs' objection," and leaves the plaintiffs to their proof. The NLDC denies having condemned or acquired title to any real property belonging to the plaintiffs James and Laura Guretsky. The NLDC admits that it has, in the name of the City of New London (hereinafter "City"), condemned and acquired property formerly belonging to other plaintiffs. The NLDC has

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insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph.

3. The NLDC admits that the plaintiffs' former and/or currently-owned property is included within the MDP which calls for the development and/or redevelopment of the land within the MDP for the uses set forth therein. The NLDC further pleads that the MDP speaks for itself. The NLDC denies the balance of the allegations contained in this paragraph.

4-5. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in these paragraphs and leaves the plaintiffs to their proof.

6-9. Denied.

10. Admitted.

11-12. Denied.

13-15. Admitted.

16. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in these paragraphs and leaves the plaintiffs to their proof.

17. The NLDC admits that it was announced in February, 1998 that the State of Connecticut would make \$12.5 million available to the NLDC to acquire, and develop and/or redevelop property around Fort Trumbull. The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

18. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

19-20. Admitted.

21. The NLDC admits that it and its designated agents sent letters to owners of property within the MDP between approximately February and March, 1998 notifying the owners of NLDC's intent to begin purchasing such properties and listing the NLDC's guidelines for property acquisition and relocation. The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof. The NLDC further pleads that any such letters speak for themselves.

22. The NLDC admits that in March of 1998 it sent a letter or letters to owners of property within the MDP in March, 1999 offering information concerning the MDP, and that at least one such letter was signed by its President, Claire Guadiani. The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof. The NLDC further pleads that any such letters speak for themselves.

23. The NLDC admits that it sent a letter or letters to owners of property within the MDP in March, 1998 notifying the owners that New England Real Estate Group, Inc. would act on behalf of the NLDC to relocate the residents and businesses in the MDP, and that at

least one such letter was signed by its President, Claire Guadiani. The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof. The NLDC further pleads that any such letters speak for themselves.

24. The NLDC admits that the resolution cited provides, in part, as quoted in this paragraph. The NLDC further pleads that said resolution speak for itself.

25. The NLDC denies that it has acquired the property of James and Laura Guretsky through eminent domain or otherwise. The NLDC admits the balance of the allegations contained in this paragraph. The NLDC further pleads that the MDP and the resolutions of the City, the New London Redevelopment Agency (hereinafter "NLRA") and the NLDC speak for themselves.

26. The NLDC admits that on or about May 18, 1998, the City, through its City Council, adopted resolutions numbered 051898-03, 051898-04 and 051898-05, and that Resolution 051898-04 directs the NLRA to cause the NLDC "to prepare a redevelopment plan of the Thames Peninsula area pursuant to Chapter 130 of the Connecticut General Statutes and that once the [NLRA] receives said redevelopment plan it shall take such steps as are reasonably necessary to process the plan for consideration of it approval." The NLDC has insufficient information on which to form a belief as to the truth of the balance of the

allegations contained in this paragraph and leaves the plaintiffs to their proof. The NLDC further pleads that said resolutions speak for themselves.

27. The NLDC admits that on or about May 18, 1998, the City, through its City Council, adopted resolutions numbered 051898-03, 051898-04 and 051898-05, and that one or more of said resolutions (a) designates the NLDC "as the Development Agency or Implementing Agency for the City of New London;" (b) authorizes the NLDC to make application to the Connecticut Department of Economic and Community Development for grant funds; and (c) authorizes the NLDC "to execute an Assistance Agreement with the State of Connecticut for state financial assistance if such an agreement is offered." The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof. The NLDC further pleads that said resolutions speak for themselves.

28. The NLDC admits that on or about May 18, 1998, the City, through its City Council, adopted resolutions numbered 051898-03, 051898-04 and 051898-05, and that Resolution 051898-04 directs the NLRA to cause the NLDC "to prepare a redevelopment plan of the Thames Peninsula area pursuant to Chapter 130 of the Connecticut General Statutes and that once the [NLRA] receives said redevelopment plan it shall take such steps as are reasonably necessary to process the plan for consideration of its approval." The NLDC has insufficient information on which to form a belief as to the truth of the balance of the

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allegations contained in this paragraph and leaves the plaintiffs to their proof. The NLDC further pleads that said resolutions speak for themselves.

29-31. Admitted.

32. The NLDC admits that on or about January 18, 2000, the City, acting through its City Council, adopted a resolution numbered 011800-03 approving the MDP. The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof. The NLDC further pleads that said resolution and the MDP speak for themselves.

33. The NLDC admits that on or about January 18, 2000, the City, acting through its City Council, adopted a resolution numbered 011800-03 which, in part, provides as follows:

(6) That to carry out and administer the project, public action under Chapters 130, 132 and 588(1) of the Connecticut General Statutes as amended is required; and, for the purposes of carrying out this project, that the New London City Council approves and bestows upon the [NLDC] all rights and powers that are permitted to accrue to a development agency or implementing agency under Chapters 130, 132 and 588(1) of the Connecticut General Statutes as amended, including the power of eminent domain with the project area in the name of the City of New London per Chapter 130, Section 8-128, and Chapter 132, Section 8-193.

The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

The NLDC further pleads that said resolution speaks for itself.

34. The NLDC admits that the Map, which is a portion of the MDP, describes certain aspects of the MDP, including the redevelopment of certain parcels within the MDP for use as a hotel, conference center, medium density residential units, and athletic club and office space. The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof. The NLDC further pleads that the MDP speaks for itself.

35. Admitted.

36. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in these paragraphs and leaves the plaintiffs to their proof.

37. The NLDC admits that the Map, which is a portion of the MDP, describes the proposed redevelopment projects for Parcel 3 as an athletic club and R&D office space. The NLDC further pleads that the MDP speaks for itself.

38. The NLDC admits that the Map, which is a portion of the MDP, describes the proposed redevelopment projects for Parcel 4A as Marina and Park Support. The NLDC denies the balance of the allegations contained in this paragraph.

39. The NLDC admits that it is authorized to make certain decisions with regard to the implementation of the MDP and that Parcels 3 and 4A are included in the MDP. The NLDC further pleads that its authority is constrained by the applicable statutes, by the MDP and by the resolutions of the City and the NLRA, all of which speak for themselves. The

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NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

40. The NLDC admits that since 1998 it has acquired property within the MDP, at times acting in the name of the City. The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

41. The NLDC admits that it has applied for and obtained permits to demolish certain of the properties it has acquired with the MDP. The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

42. The NLDC denies that it wants to acquire all the properties within the MDP at this time. The NLDC admits that it intends to follow the MDP, statute statutes and the resolutions of the City and the NLRA with regard to the demolition of structures on and marketing of those properties which it has or will acquire within the MDP. The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

43. The NLDC denies that it intends to acquire and demolish all the structures within the MDP at this time. The NLDC admits the balance of the allegations contained in this paragraph.

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44. The NLDC admits that on or about October 16, 2000, it adopted a resolution numbered 001016-1 by which it resolved to acquire, in the name of the City, certain of the remaining properties within the MDP by eminent domain. The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof. The NLDC further pleads that its resolutions speak for themselves.

45-46. Admitted.

47. The NLDC admits that since October, 2000, it has filed Statements of Compensation and Certificates of Taking, in the name of the City, against certain properties located within the MDP, including certain properties formerly belonging to some of the plaintiffs. The NLDC denies the balance of the allegations contained in this paragraph.

48. The NLDC admits that a governmental body acting under Chapters 130, 132 or 5881 of the General Statutes must comply with General Statutes §8-129 in order exercise its eminent domain authority, and that General Statutes §8-129 provides, in part, as set forth in this paragraph. The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

49. Admitted.

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50. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in these paragraphs and leaves the plaintiffs to their proof.

51. The NLDC admits that certain decisions of Connecticut courts have allowed parties whose properties have been taken by eminent domain to apply for injunctive relief. The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

52. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

53. Denied.

54. The NLDC admits that the Map, which is part of the MDP, describes Parcel 3 as being designated for redevelopment as "R&D/Office plus Athletic Club." The NLDC further pleads that the MDP speaks for itself.

55. The NLDC admits that no development agreement is in place for Parcel 3. The NLDC further pleads that it has designated Corcoran Jennison Company as the "selected developer" of Parcel 3, and that the NLDC and Corcoran Jennison Company have executed a Letter of Intent concerning the development of this parcel pursuant to the MDP.

56. The NLDC admits that on or about October 27, 2000, plaintiff Brelesky received notice from the NLDC that a Statement of Compensation had been filed and a Certificate of Taking shall issue for her single-family house. The NLDC has insufficient information on

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which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

57. The NLDC admits that the notice of the Certificate of Taking informed plaintiff Thelma Brelesky that title to her former property would be transferred to the City. The NLDC denies the balance of the allegations contained in this paragraph.

58-60. Admitted.

61. The NLDC admits that the notice of the Certificate of Taking informed plaintiffs Pasquale and Margherita Cristofaro that title to their former property would be transferred to the City. The NLDC denies the balance of the allegations contained in this paragraph.

62. Denied.

63. The NLDC admits that the occupants of 78 Smith Street were informed through a Notice to Move that they must vacate the premises and quit possession thereof no later than March 15, 2001. The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

64. The NLDC admits that on or about October 25, 2000, plaintiff Pataya Construction Limited Partnership received, through its general partner, Richard Beyer, notice from the NLDC that a Statement of Compensation had been filed and a Certificate of Taking shall issue for its two rental properties. The NLDC has insufficient information on

which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

65. The NLDC admits that the notice of the Certificate of Taking informed plaintiff Pataya Construction Limited Partnership that title to its former properties would be transferred to the City. The NLDC denies the balance of the allegations contained in this paragraph.

66. The NLDC denies that Beyer purchased these properties. The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

67. The NLDC denies that the property is currently occupied by a tenant. The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

68. The NLDC denies that the property is currently occupied by a tenant. The NLDC admits the balance of the allegations of this paragraph.

69-70. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

71. The NLDC admits that it informed plaintiff Pataya Construction Limited Partnership, through its general partner, Richard Beyer, that it would have until February 15, 2001 to use the premises. The NLDC has insufficient information on which to form a belief

as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

72. Admitted.

73. Admitted as to plaintiffs James and Laura Guretsky. Denied as to all other plaintiffs.

74. The NLDC admits that the Map, which is a portion of the MDP, describes Parcel 4A as being designated for redevelopment as "Marina and Park Support." The NLDC further pleads that the MDP speaks for itself.

75-76. Admitted.

77. The NLDC admits that the notice of the Certificate of Taking informed plaintiff Susette Kelo that title to their former property would be transferred to the City. The NLDC denies the balance of the allegations contained in this paragraph.

78. Denied.

79-80. Admitted.

81. The NLDC admits that the notice of the Certificate of Taking informed plaintiffs Wilhelmina and Charles Dery that title to their former properties would be transferred to the City. The NLDC denies the balance of the allegations contained in this paragraph.

82. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

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83. The NLDC denies that the Derys own real property known as 28 Smith Street, 79 Walbach Street or 81-83 Walbach Street, New London. The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

84. Denied.

85. The NLDC admits that on or about October 25, 2000, William Von Winkle, Trustee received notice from the NLDC that a Statement of Compensation had been filed and a Certificate of Taking shall issue for three properties owned by William Von Winkle, Trustee. The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

86. The NLDC admits that the notice of the Certificate of Taking informed William Von Winkle, Trustee that title to his former properties would be transferred to the City. The NLDC denies the balance of the allegations contained in this paragraph.

87-89. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in these paragraphs and leaves the plaintiffs to their proof.

90. The NLDC admits that William Von Winkle was notified that he must vacate 35 Smith Street, New London and quit possession of the same no later than February 14, 2001.

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The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

91-93. Admitted.

94. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in these paragraphs and leaves the plaintiffs to their proof.

95. Admitted.

96. Denied.

97. As to all plaintiffs other than James and Laura Guretsky, the NLDC denies that these plaintiffs own their former properties. The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

98-100. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in these paragraphs and leaves the plaintiffs to their proof.

101-102. Denied.

103-104. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in these paragraphs and leaves the plaintiffs to their proof.

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**AS TO THE SECOND COUNT:**

1-99. The NLDC's responses to paragraphs 1 through 99 of the First Count are hereby made its responses to paragraphs 1 through 99 of the Second Count as if more fully set forth herein.

100-104. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in these paragraphs and leaves the plaintiffs to their proof.

**AS TO THE THIRD COUNT:**

1-99. The NLDC's responses to paragraphs 1 through 99 of the First Count are hereby made its responses to paragraphs 1 through 99 of the Third Count as if more fully set forth herein.

100. Admitted.

101. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

102. Denied.

103-104. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in these paragraphs and leaves the plaintiffs to their proof.

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**AS TO THE FOURTH COUNT:**

1-99. The NLDC's responses to paragraphs 1 through 99 of the First Count are hereby made its responses to paragraphs 1 through 99 of the Fourth Count as if more fully set forth herein.

100. The NLDC admits that the City and the NLRA have adopted resolutions authorizing the NLDC to implement the MDP. The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof. The NLDC further pleads that the MDP and the resolutions of the City and the NLRA speak for themselves.

101-105. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in these paragraphs and leaves the plaintiffs to their proof.

**AS TO THE FIFTH COUNT:**

1-99. The NLDC's responses to paragraphs 1 through 99 of the First Count are hereby made its responses to paragraphs 1 through 99 of the Fifth Count as if more fully set forth herein.

100. Admitted.

101-108. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in these paragraphs and leaves the plaintiffs to their proof.

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**AS TO THE SIXTH COUNT:**

1-99. The NLDC's responses to paragraphs 1 through 99 of the First Count are hereby made its responses to paragraphs 1 through 99 of the Sixth Count as if more fully set forth herein.

100. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

101. Denied.

102-103. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in these paragraphs and leaves the plaintiffs to their proof.

**AS TO THE SEVENTH COUNT:**

1-99. The NLDC's responses to paragraphs 1 through 99 of the First Count are hereby made its responses to paragraphs 1 through 99 of the Seventh Count as if more fully set forth herein.

100. The NLDC admits that the City authorized the condemnation of the plaintiffs' properties under Chapters 130, 132 and 5881 of the Connecticut General Statutes. The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

101. Denied.

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102-105. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in these paragraphs and leaves the plaintiffs to their proof.

106-107. Denied.

108-109. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in these paragraphs and leaves the plaintiffs to their proof.

**AS TO THE EIGHTH COUNT:**

1-99. The NLDC's responses to paragraphs 1 through 99 of the First Count are hereby made its responses to paragraphs 1 through 99 of the Eighth Count as if more fully set forth herein.

100. The NLDC admits that Article XIV (Sections 96 through 111) of the City Charter of the City of New London (hereinafter the "Charter") provides a procedure for the taking of real property by means of a Board of Compensation, and that Section 96 of the Charter provides, in part, that "[t]he council shall appoint a board of compensation . . . ." and that Section 99 of the Charter provides, in part, that "the board of compensation shall report its recommendations to the council," and that Section 97 of the Charter lists a variety of public uses for which land may be taken, and that Section 104 of the Charter provides that "[n]o land taken as aforesaid shall be occupied by the city until such time for takings appeals shall have expired, and until all appeals shall have been finally disposed of, unless the city shall file an offer to give such security as the court may require for the payment of all

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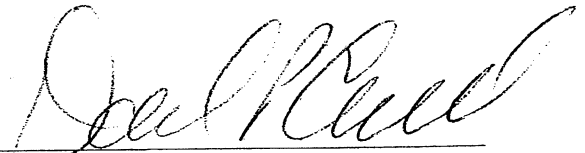
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damages which may be finally awarded to the appellant . . . .” The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof. The NLDC further pleads that the Charter speaks for itself.

101. The NLDC admits that it has not followed the procedure outlined in Article XIV of the Charter. The NLDC denies that it has violated the Charter because the provisions of the Article XIV of the Charter are not mandatory pursuant to, inter alia, Section 4 of the Charter and are not applicable to the NLDC’s actions with regard to the MDP. The NLDC has insufficient information on which to form a belief as to the truth of the balance of the allegations contained in this paragraph and leaves the plaintiffs to their proof.

102-103. The NLDC has insufficient information on which to form a belief as to the truth of the allegations contained in these paragraphs and leaves the plaintiffs to their proof.

THE DEFENDANT, NEW LONDON  
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By 

David P. Condon, of  
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Its Attorneys

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