

**TOWN OF MONTVILLE**  
**Land Use & Development Department**  
**310 Norwich-New London Turnpike, Uncasville, CT 06382**  
**Telephone: (860) 848-6779**

**Staff Report Prepared by Meredith Badalucca on 11/13/25**

**C.G.S § 8-24 Referral:** For the sale of Gay Hill Road Parcel ID: 077-039-000

Staff received a request for a C.G.S. §8-24 review and report to the Town Council for the sale of Gay Hill Road (077-039-000) from Mayor Bunnell on November 6, 2025. The Mayor stated in his request “This small piece of town owned property is landlocked and used to hold a water tower for water supply to Palmer School. There is interest in purchasing it. Please initiate an 8-24 review.”.

**Staff Comments:**

The Assessor Field Card indicates that the Town acquired this parcel on March 12, 1932 via Volume 43, Page 299. The Warranty Deed further describes the use of the water tank for the mill buildings and hydrants. The Public Works Director, John Carlson has informed staff that the town crushed the water tank and it was filled in by a local contractor in, he believes, the 90’s. Ron McDaniel, WPCA Administrator, has confirmed that Palmer School is on public water for potable water and fire protection.

ZEO Radford and myself completed a site inspection on November 12, 2025. Please see the attached pictures as well as, aerial photo from Nearmaps.

This parcel consists of 0.19 acres and is located within the R-20 Zoning District. There is no frontage on Gay Hill Road. Per the Warranty Deed Book 43 Page 298, this parcel has a right of way over a strip of land twenty (20) feet in width extending from this tract to Gay Hill Road. The parcel is approximately 102.8 feet by 83.7 feet by 102.80 feet by 86 feet. This parcel would be considered an interior lot and would require 1.5 times the required front yard setback.

Minimum requirements of Zoning Regulation Section 9 – R-20 District:

Lot size: 20,000 square feet for single family dwellings if the lot is served by public sewers. If not served by public sewers, minimum lot size is 40,000 square feet.

Frontage: 80 feet

Front yard setback: 40 feet, Interior lots require a minimum of 60 feet

Side yard setback: 10 feet

Rear yard setback: 40 feet

The parcel, does not meet the all of the minimum zoning requirements of the R-20 Zoning District listed above. It appears to be a pre-existing, non-conforming lot which would need to be confirmed by a title search. Prior to development, an applicant may require a variance from the Zoning Board of Appeals.

This parcel is located within the Housing Investment Area on the Future Land Use Map in the 2022 POCD. The Housing Investment Area includes, Lots less than or equal to 20,000 Sq. Ft., Within Sewer District Boundary, Neighborhood Conservation Areas, Infrastructure Area, and Municipal Uses.

**Agency Referrals:**

Building: Comments dated 11/12/25 "The Building Department has no adverse comments on the proposal for this property sale."  
Fire Marshal: Comments dated 11/13/25 "The Fire Marshals office has no further comment and has no objection."  
Assessor: Comments dated 11/12/25 "The Assessor's Office has no objection."  
WPCA: Comments dated 11/10/25 "WPCA has no objection."  
Comments dated 11/13/25 "Confirming that Palmer School is on public water for potable water and fire protection."  
Police Dept.: Comments dated 11/13/25 "The Montville Police Department has no comment or concerns."  
Town Engineer: Comments dated 11/12/25 "CLA has no comments on this 8-24."  
Public Works: Comments dated 11/12/25 "The town crushed the water tank on that land."  
Comments dated 11/13/25 "No comment for Public works."

**Suggested Motions:**

***FAVORABLE:***

I make a Motion to forward a Favorable Report in accordance with C.G.S. §8-24 to the Town Council for the sale of Gay Hill Road (077-039-000) for the following reasons: **MUST STATE REASON(S)**

***UNFAVORABLE:***

I make a Motion to forward an Unfavorable Report in accordance with C.G.S. §8-24 to the Town Council for the sale of Gay Hill Road (077-039-000) for the following reasons: **MUST STATE REASON(S)**



Unique ID: M0383500

<b>Location:</b> GAY HILL RD			
<b>Map Id:</b> 077/039/000			
General Description		Description	Area/Qty
Building Use			
Units			
Overall Condition			
Class			
Stories			
Design (Style)			
Construction			
Year Built			
Percent Complete			
<b>Finished Area</b>			
Foundation			
Basement Area			
Finished Basement			
Garage Bays			
Outside Entry			
Sump Pump			
		<b>Attached Components</b>	
		Type	Year
			Area
Heating Type			
Fuel			
Cooling Type			
		<b>Interior</b>	
Floors			
Attic Access			
Walls			
Bath Cond			
Kitchen Cond			
		<b>Exterior</b>	
Exterior			
Roof Cover			
Roof Type			
		<b>Special Features</b>	Count/Area
Type			
<b>Total Building Value:</b>			
		<b>Detached Component Computations</b>	
Type	Year	Condition	Area/Qty
		<b>Room Summary</b>	
Total Bedroom	Kitchens	Full Baths	Half Baths

298

Warranty Deed

To all people to whom these presents shall come, Greeting:

Know Ye, that the Palmer Brothers Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, and located and having its office and principal place of business in the town and county of New London, in said State, acting herein by J Reid Johnson, its treasurer hereto duly authorized, for the consideration of one dollar and other valuable considerations, received to its full satisfaction of Frederic W Mercer of the town and county of New London, and State of Connecticut, do give, grant, bargain, sell and confirm unto the said Frederic W Mercer three certain tracts or parcels of land, with the buildings thereon standing, located in the village of Palmertown, in the said town of Montville, bounded and described as follows:

First Tract: Beginning at a point on the southerly line of said highway twenty (20) feet westerly from the range of the face of the pilasters on the upper part of the westerly side of said brick stock house and running thence southerly about three hundred forty three and seven-tenths (343.7) feet along a line twenty (20) feet westerly from and parallel to the westerly face of the said pilasters to a point ten and twenty-five hundredths (10.25) feet southerly from the range of the brick pilasters on the lower part of the southerly side of the said stock house; thence deflecting fifty-five (55 degrees) degrees twenty (20') minutes to the left and running eighty-three and one-tenth (83.1) feet; thence deflecting forty-six (46 degrees) degrees thirty-eight (38') minutes to the right and running about one hundred and two and eight-tenths (102.8) feet to the southwesterly line of a right of way of the New London Northern Railroad Company known as the Palmertown spur track, said point also being on the northeasterly line of other land of this grantee, the last three lines abutting westerly and southwesterly on remaining land of the grantor; thence southeasterly about sixty-four and five-tenths (64.5) feet along the southwesterly line of said Railroad right of way to a point on a line eighteen (18) feet easterly from and parallel to the third described line in this description abutting southwesterly on land of this grantee; thence northerly, northwesterly and northerly along a line eighteen (18) feet easterly and northeasterly from and parallel to the first, second and third described lines in this description to the southerly line of said highway; thence westerly about eighteen (18) feet along the southerly line of said highway to the point of beginning.

The grantor reserves for itself, its successors and assigns, a right of way over this "First Tract" and a portion of the premises are conveyed subject to the rights of the said New London Northern Railroad.

Second Tract: Beginning at a point on the southerly line of a highway leading from the Palmertown Road, so-called, westerly past the brick stock house of the Palmer Brothers Company at its intersection with the face of a stone retaining wall on the westerly side of the Oxoboxo Brook, so-called, and running thence westerly along the southerly line of said highway about thirty-six and five-tenths (36.5) feet; thence southerly eighty and thirty-five hundredths (80.35) feet passing through a point in range with the northerly side of the stone building standing on these conveyed premises thirteen and eighty-eight hundredths (13.88) feet westerly from the northwesterly corner thereof and also passing through a point in range with the southerly side of said building and fifteen and fifty-two hundredths (15.52) feet westerly from the southwesterly corner thereof; thence easterly about sixty and five-tenths (60.5) feet to the face of said retaining wall passing through a point in range with the westerly side of said building and two and four hundredths (2.04) feet southerly from the southwesterly corner thereof and also passing through a point in range with the easterly side of the main part of said stone building and one and eighty-three hundredths (1.83) feet southerly from the southeasterly corner thereof, the last two lines abutting westerly and southerly on remaining land of this grantor; thence northerly along the face of said retaining wall about thirty-five and five-tenths (35.5) feet to an angle in said wall; thence northwesterly along the face of said retaining wall and the line of said face produced about twenty-five (25) feet to a drill hole in a rock; thence northerly about twenty-nine (29) feet to the face of said retaining wall and along the line of said face to the point of beginning.

Together with the pumping equipment and appurtenances thereto on this property and all water mains leading from this conveyed tract and hydrants connected therewith extending over land of this grantor and land of others and in the public highways, but subject, however, to a right of this grantor, its successors and assigns, to use and maintain the sprinkler system connections with said mains leading into the said mill buildings and storehouse on remaining land of this grantor.

Third Tract: Beginning at the southeasterly corner of land conveyed by the Palmer Brothers Company to Andrew Stephanack and running thence northerly about eighty-six (86) feet along the easterly line of land of said Stephanack; thence easterly on a line thirty (30) feet northerly from and parallel to the northerly face of a retaining wall standing on these conveyed premises about eighty-two and eight-tenths (82.8) feet; thence southerly on a line thirty (30) feet easterly from and parallel to the easterly face of a retaining wall standing on these conveyed premises about eighty-three and seven-tenths (83.7) feet to land conveyed by the Palmer Brothers Company to Paul Gols, the last two lines abutting northerly and easterly on remaining land of this grantor; thence westerly about one hundred and five (105) feet to the point of beginning abutting southerly on land of said Gols and other land of said Stephanack.

Together with the water tank on this conveyed tract and appurtenances thereto including the water mains leading from said tank to the mill buildings and hydrants of this grantor and the right to maintain said water pipes over other land of this grantor at their present locations and the right to enter upon said land to repair or replace said water mains from time to time as may be necessary; together with any pipe line rights over land of others that this grantor now has.

Together with a right of way over a strip of land twenty (20) feet in width extending from this conveyed tract to Gay Hill Road, so-called, the easterly line of said right

of way begins twenty (20) feet easterly from the northwesterly corner of this conveyed tract and runs northerly to the southeasterly corner of land of Elizabeth Stephanack and thence northerly following the easterly boundary of land of Elizabeth Stephanack to the Gay Hill Road.

The above tract is conveyed also subject to a right of way over a strip of land twenty (20) feet in width next easterly of and parallel to the westerly line of this conveyance.

The above described three tracts of land being designated as plats 2, 3 and 4 on a plan made for Frederic W Mercer by Chandler & Palmer, 1932, to be recorded in the Montville town clerk's office.

The grantor herein expressly excepts from the warranty that the above described property is conveyed free from any other sewer or water rights, pipe line easements or rights of way.

To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto him, the said grantee, his heirs and assigns forever, to him and their own proper use and behoof. And also it, the said grantor, does for itself, its successors and assigns, covenant with the said grantee, his heirs and assigns, that at and until the sealing of these presents it is well seized of the premises, as a good indefeasible estate in fee simple; and have a good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever except the rights of way, conditions and reservations above noted. And Furthermore, it, the said grantor, does by these presents, bind itself and its successors and assigns forever to warrant and defend the above granted and bargained premises to the said grantee, his heirs and assigns against all claims and demands whatsoever except as aforesaid.

In witness whereof, it has hereunto set its hand and seal this 10th day of March A D 1932.

Signed, sealed and delivered in presence of  
Charles A Gallup  
Richard L Tarrant

The Palmer Brothers Company  
By J Reid Johnson, (Seal)  
Its Treasurer

State of Connecticut,  
New London County,

ss.

New London, March A D 1932

Personally appeared the Palmer Brothers Company by J Reid Johnson its treasurer, signer and sealer of the foregoing instrument and acknowledged the same to be its and his free act and deed, before me,

Charles A Gallup,

Commissioner of the Superior Court for New London County.  
Recd for record 3/12/32 Recorded by

*Don B. Home*

Town Clerk.

#### Warranty Deed

To all People to whom these presents shall come, Greeting:

Know Ye, that I, Frederic W Mercer of the town and county of New London, and State of Connecticut, for the consideration of one dollar and other valuable considerations received to my full satisfaction of the town of Montville, a municipal corporation organized and existing under the laws of the state of Connecticut, and located in the county of New London, State of Connecticut,

do give, grant, bargain, sell and confirm unto the said town of Montville four certain tracts or parcels of land with the buildings thereon standing, located in the village of Palmertown, in the said town of Montville, bounded and described as follows:  
First Tract: Beginning at a point on the easterly line of the Back Road, so-called, at the northwesterly corner of land of K Javor and running thence northerly six hundred and seventy-four (674) feet along the easterly line of said Back Road; thence easterly about four hundred and eleven (411) feet to the southwesterly line of a right of way of the New London Northern Railroad Company known as the Palmertown spur track passing through a point in range with the westerly side of the main part of the house standing on the premises next northerly of this conveyed tract and sixty-two and ninety-five hundredths (62.95) feet southerly from the southwesterly corner thereof abutting northerly on land of the Palmer Brothers Company; thence southeasterly about eight hundred and eight-four (884) feet along the southwesterly line of said railroad right of way to land now or formerly of F Craige; thence westerly about sixty-seven (67) feet along the center of a stone wall to the face of a retaining wall abutting southerly on land of said Craige; thence northerly along the face of said retaining wall ninety-six (96) feet; thence westerly one hundred and twenty-five (125) feet on a line parallel to the southerly line of land of said Javor; thence northerly one hundred (100) feet on a line parallel to the easterly line of land of said Javor to a large corner post; thence westerly along a fence about four hundred and ten (410) feet to the point of beginning, the last four lines abutting westerly and southerly on land of said Javor.

Together with the right to maintain the dam on these conveyed premises and premises next northerly thereof at its present location and height and to flow so much of the adjoining land that may be flowed by maintaining the said dam at its present height and to enter upon said adjoining land to repair said dam from time to time as may be necessary.

The above tract is also conveyed subject to any pipe line rights now existing of record or otherwise.

Second Tract: Beginning at a point on the southerly line of said highway twenty (20) feet westerly from the range of the face of the pilasters on the upper part of the westerly side of said brick stock house and running thence southerly about three hundred forty-three and seven-tenths (343.7) feet along a line twenty (20) feet westerly from and parallel to the westerly face of the said pilasters to a point ten and twenty-five hundredths (10.25) feet southerly from the range of the brick pilasters on the lower part of the southerly side of the said stock house; thence deflecting fifty five (55 degrees) degrees twenty (20) minutes to the left and running eighty-

300

three and one-tenth (83.1) feet; thence deflecting forty-six (46 degrees) degrees thirty-eight (38') minutes to the right and running about one hundred and two and eight-tenths (102.8) feet to the southwesterly line of a right of way of the New London Northern Railroad Company known as the Palmertown spur track, said point also being on the northeasterly line of the above described "First Tract," the last three lines abutting westerly and southwesterly on land of the Palmer Brothers Company; thence southeasterly about sixty-four and five-tenths (64.5) feet along the southwesterly line of said Railroad right of way to a point on a line eighteen (18) feet easterly from and parallel to the third described line in this description abutting southwesterly on land of this grantee; thence northerly, northwesterly and northerly along a line eighteen (18) feet easterly and northeasterly from and parallel to the first, second and third described lines in this description to the southerly line of said highway; thence westerly about eighteen (18) feet along the southerly line of said highway to the point of beginning.

The grantor reserves for himself, his heirs and assigns a right of way over this second tract and a portion of the premises are conveyed subject to the rights of the said New London Northern Railroad.

**Third Tract:** Beginning at a point on the southerly line of a highway leading from the Palmertown Road, so-called, westerly past the brick stock house of the Palmer Brothers Company at its intersection with the face of a stone retaining wall on the westerly side of the Oxoboxe Brook, so-called, and running thence westerly along the southerly line of said highway about thirty-six and five-tenths (36.5) feet; thence southerly eighty and thirty-five hundredths (80.35) feet passing through a point in range with the northerly side of the stone building standing on these conveyed premises thirteen and eighty-eight hundredths (13.88) feet westerly from the northwesterly corner thereof and also passing through a point in range with the southerly side of said building and fifteen and fifty-two hundredths (15.52) feet westerly from the southwesterly corner thereof; thence easterly about sixty and five-tenths (60.5) feet to the face of said retaining wall passing through a point in range with the westerly side of said building and two and four hundredths (2.04) feet southerly from the southwesterly corner thereof and also passing through a point in range with the easterly side of the main part of said stone building and one and eighty-three hundredths (1.83) feet southerly from the southeasterly corner thereof, the last two lines abutting westerly and southerly on land of the Palmer Brothers Company; thence northerly along the face of said retaining wall about thirty-five and five-tenths (35.5) feet to an angle in said wall; thence northwesterly along the face of said retaining wall and the line of said face produced about twenty-five (25) feet to a drill hole in a rock; thence northerly about twenty-nine (29) feet to the face of said retaining wall and along the line of said face to the point of beginning.

Together with the pumping equipment and appurtenances thereto on this property and all water mains leading from this conveyed tract and hydrants connected therewith extending over land of this Grantor and land of others and in the public highways, but subject, however, to a right of the Palmer Brothers Company, its successors and assigns, to use and maintain the sprinkler system connections with said mains leading into the said mill buildings and storehouse on remaining land of the said Palmer Brothers Company.

**Fourth Tract:** Beginning at the southeasterly corner of land conveyed by the Palmer Brothers Company to Andrew Stephanack and running thence northerly about eighty-six (86) feet along the easterly line of land of said Stephanack; thence easterly on a line thirty (30) feet northerly from and parallel to the northerly face of a retaining wall standing on these conveyed premises about eighty-two and eight-tenths (82.8) feet; thence southerly on a line thirty (30) feet easterly from and parallel to the easterly face of a retaining wall standing on these conveyed premises about eighty-three and seven-tenths (83.7) feet to land conveyed by the Palmer Brothers Company to Paul Gols, the last two lines abutting northerly and easterly on land of the Palmer Brothers Company; thence westerly about one hundred and five (105) feet to the point of beginning abutting southerly on land of said Gols and other land of said Stephanack.

Together with the water tank on this conveyed tract and appurtenances thereto including the water mains leading from said tank to the mill buildings and hydrants of this Grantor and the right to maintain said water mains over other land of the Palmer Brothers Company at their present locations and the right to enter upon land of said Palmer Brothers Company to repair or replace said water mains from time to time as may be necessary; together with any pipe line rights over land of others that this Grantor now has.

Together with a right of way over a strip of land twenty (20) feet in width extending from this conveyed tract to Gay Hill Road, so-called, the easterly line of said right of way begins twenty (20) feet easterly from the northwesterly corner of this conveyed tract and runs northerly to the southeasterly corner of land of Elizabeth Stephanack and thence northerly following the easterly boundary of land of Elizabeth Stephanack to the Gay Hill Road.

The above tract is conveyed also subject to a right over a strip of land twenty (20) feet in width next easterly of and parallel to the westerly line of this conveyance. The above described four tracts of land being designated as plats 1, 2, 3 and 4 on a plan made for Frederick W Mercer by Chandler & Palmer, 1932, to be recorded in the Montville town clerk's office.

The grantor herein expressly excepts from the warranty that the above described property is conveyed free from any other sewer or water rights, pipe line easements or rights of way.

To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto it, the said grantee and its assigns forever, to its and their own proper use and behoof. And also I, the said grantor, do for myself, my heirs, executors and administrators, covenant with the said grantee and its assigns, that at and until the ensembling of these presents I am well seized of the premises, as a good indefeasible estate in fee simple; and have a good right to bargain and sell the same in manner and form as is above written; and that the same is free from all

301

encumbrances whatsoever except the rights of way, conditions and reservations above noted.

And Furthermore, I, the said grantor, do by these presents, bind myself and my heirs forever to warrant and defend the above granted and bargained premises to the said grantee and its assigns against all claims and demands whatsoever except as aforesaid. In witness whereof, I have hereunto set my hand and seal this 10th day of March A D 1932.

Signed, sealed and delivered in presence of  
Ruth S Foggett  
Charles A Gallup  
State of Connecticut  
New London County, ss. Frederic W Mercer (Seal)

New London, March 10th A D 1932  
Personally appeared Frederic W Mercer, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me,  
Charles A Gallup, Commissioner of the Superior Court  
for New London County.

Recd for record 3/12/32 Recorded by *Don B. Home*  
Town Clerk.

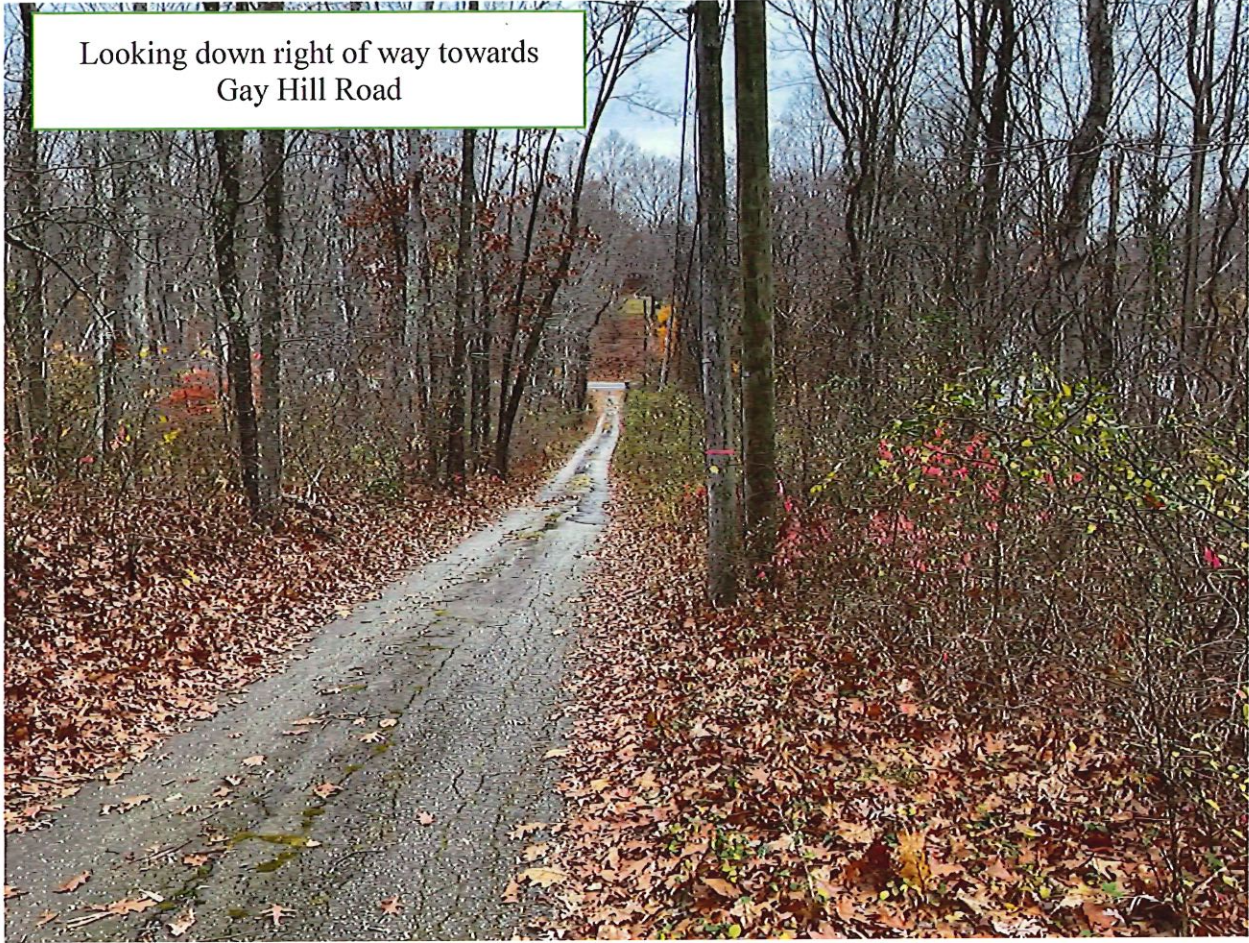
#### Warranty Deed

To all people to whom these presents shall come, Greeting:  
Know Ye, that the Palmer Brothers Company, a corporation organized and existing under and by virtue of the laws of the state of Connecticut, and located and having its office and principal place of business in the town and county of New London, in said State, acting herein by J Reid Johnson, its treasurer hereto duly authorized, for the consideration of one dollar and other valuable considerations, received to its full satisfaction of Frederic W Mercer of the Town and County of New London, and State of Connecticut, do give, grant, bargain, sell and confirm unto the said Frederic W Mercer a certain tract or parcel of land located in the village of Palmertown, in the said town of Montville, bounded and described as follows:  
Beginning at a point on the northeasterly line of a right of way of the New London Northern Railroad Company known as the Palmertown spur track, said point also being in range with the southeasterly face of the embankment wall of the dam standing on remaining land of this Grantor and running thence northeasterly to the face and along the face of said embankment wall about one hundred and fifteen (115) feet to the southwesterly side of the Oxoboxo Brook, so-called; thence southeasterly about one hundred and forty-five (145) feet along the southwesterly line of said Brook and to land now or formerly of the Keyes Products Company, the last two lines abutting northwesterly and northeasterly on remaining land of this Grantor; thence southeasterly along the southwesterly line of land of the said Keyes Products Company about eight hundred (800) feet to land now or formerly of F Craige; thence southeasterly partly along the center of a stone wall about two hundred and seventy (270) feet to the northeasterly line of the above mentioned Railroad right of way abutting southeasterly on said Craige land; thence northwesterly along the northeasterly line of said Railroad right of way about eight hundred and ten (810) feet to the point of beginning. Together with a right of way over a ten (10) foot strip of land leading from an eighteen (18) foot strip of land conveyed by Frederic W Mercer to the town of Montville to the above described tract as the path now exists, and also any rights over adjoining land next southerly thereof which this Grantor now has.  
This tract is conveyed subject to the rights of the Keyes Products Company to maintain the dam and embankment wall now existing on land of this Grantor adjoining this conveyed tract and the right to enter upon said tract to repair and maintain said dam and all rights such as the Keyes Products Company now have.  
This tract is also conveyed subject to the rights of the Keyes Products Company as appears in the deed from this Grantor to the Keyes Products Company dated February 15, 1920, recorded in the Montville town records, book 37 pages 8 and 9.  
This grantor reserves for itself, its successors and assigns, the right to maintain the present sewer or sewers leading across these conveyed premises and also conveys the right to use said sewers.  
The above described tract of land being designated as plat 7 on a plan made for Frederic W Mercer by Chandler & Palmer, 1932, to be recorded in the Montville town clerk's office.  
The Grantor herein expressly excepts from the warranty that the above described property is conveyed free from any other sewer or water rights, pipe line easements or rights of way.  
To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto him, the said grantee, his heirs and assigns forever, to him and their own proper use and behoof. And also it, the said grantor, does for itself, its successors and assigns, covenant with the said grantee, his heirs and assigns, that at and until the unsealing of these presents it is well seized of the premises, as a good indefeasible estate in fee simple; and have a good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever except the rights, conditions and reservations above noted. And Furthermore it, the said grantor, does by these presents, bind itself and its successors and assigns forever to warrant and defend the above granted and bargained premises to the said grantee, his heirs and assigns against all claims and demands whatsoever except as aforesaid.  
In witness whereof, it has hereunto set its hand and seal this 14th day of March A D 1932.

Signed, sealed and delivered in presence of  
Charles A Gallup  
Richard L Tarrant  
State of Connecticut  
County of New London ss. The Palmer Brothers Company  
By J Reid Johnson (Seal)  
Its Treasurer.  
New London, March 14th, A D 1932



Looking down right of way towards  
Gay Hill Road









Tue Apr 1, 2025  
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Nearmap