



City of Torrington
CONSERVATION COMMISSION
MEETING AGENDA

Thursday July 9, 2020

In response to the Governor's Executive Orders regarding COVID-19, this meeting will be held remotely using the ZOOM online meeting platform. Members of the public wishing to listen to the meeting in real time can do so by calling 1-646-558-8656 or using the ZOOM app.
(Meeting ID: 795-950-7035, Passcode 907148).

1. Call to Order:
6:30 p.m., conducted remotely using the ZOOM meeting platform
2. Roll Call & Announcements:
Members: Chris Altman, Jim Fedorich, Dan McGuinness, Tomasz Kalinowski, Robert DeMaille & staff Jeremy Leifert
3. Minutes:
 - a. June 11, 2020 Regular Meeting
4. New Business:
 - a. Torrington Fair Plaza, 1858 East Main Street
Review and comment on conservation easements, revised site plan review
5. Old Business:
 - a. Continued discussion/schedule for open space parcel inventory and data collection
6. Communications:
7. Adjournment:


7-6-20

Jeremy Leifert, Assistant City Planner
Staff to Conservation Commission



**CITY OF TORRINGTON
CONSERVATION COMMISSION
Meeting Minutes
June 11, 2020 Regular Meeting**

1. Call to Order: In response to the Governor's Executive Orders regarding COVID-19, this meeting is being held remotely using the ZOOM online meeting platform and is open for public viewing using the login information provided on the posted agenda.

Meeting called to order at 7:01 pm (meeting start delayed to wait for the end of a previous Board of Finance meeting)

2. Roll Call & Announcements: Members present: Tomasz Kalinowski, Dan McGuinness, Robert DeMallie, Jim Fedorich, Christine Altman & staff Jeremy Leifert.

Members Absent: None

Members of the public: No members of the public logged into the remote meeting.

3. Minutes:

- a. May 14, 2020 Regular Meeting: **Motion to accept the minutes of the May 14, 2020 regular meeting as presented was made by D. McGuinness and seconded by J. Fedorich. Motion passed unanimously.**

4. New Business:

5. Old Business:

- a. Review and approval of advisory comments for Besse Pond cleanup project for application before the Inland Wetlands Commission

Review and discussion was conducted on two documents drafted by staff: the project checklist for Conservation Review and the draft memo to approve and send to the Inland Wetlands Commission. Specific discussion occurred regarding preservation of an area of cattail on the property for wildlife habitat, preservation of larger trees, proper soil and erosion controls and the planned reuse of the organic spoils from the pond. The commission members were in agreement to accept the draft memo as written by staff and forward to the Inland Wetlands Commission.

Motion to accept the language of the advisory memo on the Besse Pond cleanup project and forward the document to the Inland Wetlands Commission was made by J. Fedorich and seconded by D. McGuinness. Motion passed unanimously.

- b. Continued discussion/schedule for open space parcel inventory and data collection

No action has occurred on this item since the May Commission meeting, but staff will send out a list of smaller parcels that can be done by single commission members. Larger parcels that need to be done in

groups will be held off until the COVID-19 threat subsides. J. Leifert will drive by the smaller parcels to confirm access and contact the commission members to assign review parcels.

c. 2020 DEEP Open Space Acquisition Grant Round discussion

J. Leifert indicated that he had tried to reach out to the property owner of the “Leoni” property on Winsted Road by email on two occasions since the last meeting, but has not received a response. The Commission will likely miss this DEEP land acquisition grant round. The Commission discussed the benefit of trying to get the property owner in to attend a Conservation Commission meeting to go over the possibility of purchasing the property, and prepare for an application during the 2021 grant round. Staff will continue to try and reach out to the owner to try and set something up.

6. Communications: None

7. Adjournment:

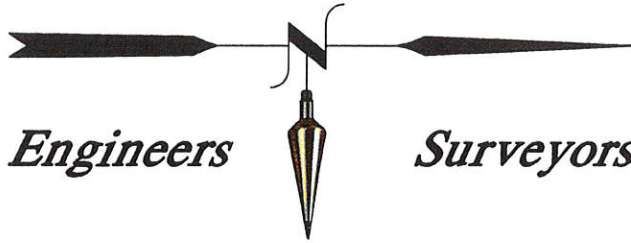
Motion to adjourn was made by D. McGuinness and seconded by J. Fedorich. Motion passed unanimously.

Meeting adjourned at 7:36 pm

Jeremy Leifert, Asst. City Planner
Staff to Conservation Commission
Cc: City Clerk, Mayor's Office

Hrica Associates LLC

Kenneth S. Hrica, PE, RLS
44 Maple View Trail
P.O. Box 1861
Litchfield, Connecticut 06759



860-567-2112 (business)
860-567-0491 (faximile)

e-mail:
hricaassociates@optonline.net

Christine Altman, Chairman
Conservation Commission
City of Torrington
140 Main Street, Room 324
Torrington, CT 06790

July 2, 2020

Re: Lerner Properties
Torrington Fair Plaza
East Main Street

Dear Chairman Altman,

Lerner Properties will be filing an application for a Change of Zoning Map with the City of Torrington Planning and Zoning Commission in conformance of Site Plan Requirements for the CIR Zone for additions of commercial building on the property.

I will provide you with a copy of a preliminary Site Plan showing locations of the proposed additions on the site. We request that this matter be placed on the agenda of your July 9, 2020 Conservation Commission meeting at which time we will be seeking verification from the commission that our proposal for change of zone map and site plan application is in compliance with the terms of the conservation restriction being held on a portion of the property. Your consideration of this request is greatly appreciated.

At the request of Jeremy Leifert, I have emailed this letter to him,

Sincerely,

Kenneth S. Hrica PE, RLS

SUMMARY OF ZONING CODE REQUIREMENTS, ZONE, OR CODE FROM RECORDED		ZONE, OR CODE FROM RECORDED
AREA/AMOUNT:	3	3
MIN. LOT AREA (A.S.)	3,500 (ROUTE 183)	3,500
MIN. FRONT YARD (FEET)	35	35
MIN. SIDE YARD (FEET)	5	5
MIN. SETBACK FROM	5	5
REAR YARD (FEET)	5	5
MINIMUM LOT COVERAGE	20%	20%
OFF-STREET PARKING	312 SPACES	312

ISS. PLANNING AND ZONING COMMISSION

NAME / ADDRESS: TORRINGTON FAIR SHOPPING PLAZA, LLC
 270 EAST MAIN STREET, TORRINGTON, CT 06460
 202.533.1100

TOTAL AREA = 1,992,250 +/- S.F. 36.53 +/- AC.

TYPE OF CONSERVATION EASEMENT = 284,000 +/- S.F. 6.50 +/- AC.

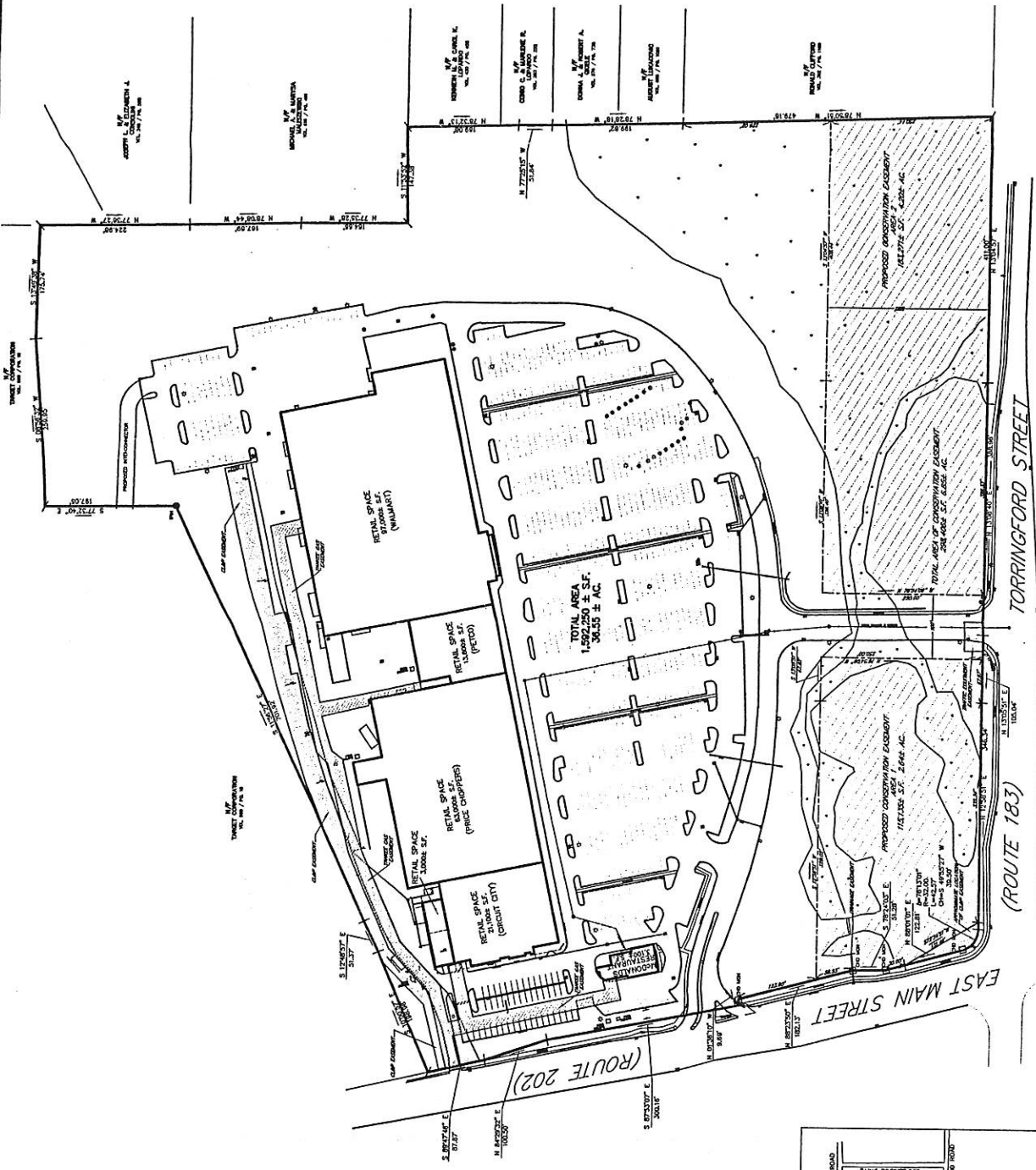
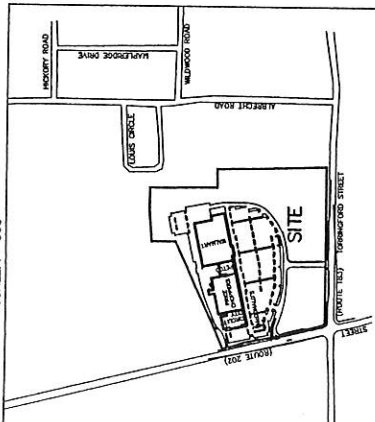
ZONING OR (COMMERCIAL & INDUSTRIAL RESTRICTED)

STEPS TO THE FOLLOWING LAWS: 1. TORRINGTON ZONING AND SUBDIVISION LAWS. 2. TORRINGTON PLANNING AND ZONING COMMISSION. 3. TORRINGTON PLANNING AND ZONING COMMISSION. 4. TORRINGTON PLANNING AND ZONING COMMISSION. 5. TORRINGTON PLANNING AND ZONING COMMISSION.

NOTE TO THE FOLLOWING: THIS MAP IS A PRELIMINARY MAP AND IS SUBJECT TO THE FOLLOWING: 1. THE PLANNING AND ZONING COMMISSION. 2. THE PLANNING AND ZONING COMMISSION. 3. THE PLANNING AND ZONING COMMISSION. 4. THE PLANNING AND ZONING COMMISSION. 5. THE PLANNING AND ZONING COMMISSION.

THIS MAP IS SUBJECT TO EASEMENTS IN FAVOR OF THE STATE OF CONNECTICUT AND TO THE PLANNING AND ZONING COMMISSION. 1. THE PLANNING AND ZONING COMMISSION. 2. THE PLANNING AND ZONING COMMISSION. 3. THE PLANNING AND ZONING COMMISSION. 4. THE PLANNING AND ZONING COMMISSION. 5. THE PLANNING AND ZONING COMMISSION.

VICINITY MAP
SCALE: 1"=500'



APPROVED BY THE TOWN OF TORRINGTON
PLANNING AND ZONING COMMISSION

PROPERTY LOCUS THAT IS NONCONFORMING WITH THE MAP IS SUBSTANTIALLY CORRECT AS INTENDED AND THIS MAP WAS PREPARED IN ACCORDANCE WITH SECTIONS 20-200CCT AND 20-200DCT OF THE GENERAL STATUTES OF THE STATE OF CONNECTICUT AND THE APPLICABLE ORDINANCES OF THE TOWN OF TORRINGTON. THIS MAP IS SUBJECT TO THE CONSENT AND APPROVAL OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF TORRINGTON, CT.

11/20/07 DATE
 CONSERVATION EASEMENT
 TORRINGTON FAIR SHOPPING PLAZA
 EAST MAIN STREET (ROUTE 20)
 TORRINGTON, CONNECTICUT

Erica Associates LLC
 Engineers
 Surveyors
 1100 Main Street, Torrington, CT 06460
 Phone: 203.774.1100
 Fax: 203.774.1101
 Email: info@ericaassoc.com

LEGEND

PROPERTY LINE
 EXISTING MOVEMENT
 EXISTING ROOM OR PIPE
 UTILITY POLE W/ANCHOR
 INTERCOURSE
 BLIND BELLAIS
 CATCH BASIN
 WATER VALVE
 LIGHT POST
 FIRE HYDRANT
 FIRE HYDRANT
 MANHOLE
 LIGHT POLE
 SANITARY SEWER LINE



332723

CONSERVATION EASEMENT AGREEMENT

THIS INDENTURE made this 28th day of December, 2007, by and between TORRINGTON TRIPLETS, LLC, with an office at 22 Bisbee Lane, Bedford Hills, New York 10507 (the "Grantor"), and the CITY OF TORRINGTON, a municipal corporation incorporated under the laws of the State of Connecticut (the "Grantee") (the "Easement Agreement").

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property in the City of Torrington, County of Litchfield, State of Connecticut, as delineated on the following map filed or about to be filed on the Torrington Land Records: "SITE PLAN, 2 Additional Building Pad Sites, Prepared For, Torrington Fair Shopping Plaza, East Main Street (Route 202) Torrington, Connecticut, 10/01/07, Scale 1" = 40 ft., Hrica Associates LLC" Kenneth S. Hrica, PE, RLS (the "Conservation Easement Area"), being a part of certain real property described in a certain deed from DEVCON-TORRINGTON LLC to TORRINGTON TRIPLETS, LLC, which deed is dated June 6, 2005 and recorded in the Torrington Land Records in Volume 928 at Page 180; and

WHEREAS, the Conservation Easement Area possesses ecological, scientific, educational, aesthetic, agricultural, historic and/or recreational values of importance to the Grantor, the people of Torrington and the people of the State of Connecticut; and

WHEREAS, the Grantee, acting through its Planning and Zoning Commission, has determined that it would be in the public interest to retain, maintain and conserve the Conservation Easement Area in its present state to protect its conservation values, and that the maintenance and conservation of said property of the Grantor can be accomplished by the securing of a conservation easement over, across and upon said Conservation Easement Area; and

WHEREAS, the Grantee is (i) a governmental unit under 170(b)(1)(A)(v) of the Internal Revenue Code of 1986, as amended and the regulations thereunder (the "Code"), and (ii) qualified under Section 170(h)(3) of the Code to receive qualified conservation contributions; and

WHEREAS, preservation of the Conservation Easement Area is pursuant to "clearly delineated Federal, State, or local governmental conservation policy, and will yield a significant public benefit" as that phrase is used in Section 170(h)(4)(A)(iii)(II) of the Code; and

WHEREAS, the Conservation Easement Area is a significant natural area which qualifies as a "... relatively natural habitat of fish, wildlife, or plants, or similar ecosystems," as that phrase is used in Section 170(h)(4)(A)(ii) of the Code; specifically, the Conservation Easement Area is a habitat for fauna, flora and hydrologic/geological features; and

WHEREAS, the Grantor and Grantee desire to provide for the preservation and conservation of the Conservation Easement Area in perpetuity, and desire to limit the uses of and activities on the Conservation Easement Area to those that are compatible with the preservation and conservation goals set forth herein; and

NO CONVEYANCE COLLECTED
JOSEPH L. QUARTIERO

78 Ebersol
Torrington Triplets
TORRINGTON ST.
E...

WHEREAS, the Grantor is willing (i) to donate this easement and the Grantee has determined it to be desirable and beneficial to accept the Grantor's donation of this easement to conserve and protect the fauna, flora and hydrologic/geological features and the natural beauty of the property for posterity, and (ii) to grant to said Grantee the easement and covenants as hereinafter expressed concerning the Conservation Easement Area, thereby providing for its maintenance and conservation.

NOW, THEREFORE, the Grantor, for and in consideration of the facts above recited and of the mutual covenants, terms, conditions and restrictions herein contained, does hereby give, grant, bargain, sell and convey with warranty covenants unto the Grantee, its successors and assigns forever a conservation easement in perpetuity, over the defined Conservation Easement Area, of the nature and character and to the extent hereinafter set forth, and subject to all terms, covenants and conditions contained herein, which are deemed to run with the land.

I. Rights of the Grantee

To accomplish the purpose of this Easement Agreement, the following rights are conveyed to the Grantee by this Easement Agreement:

- A. The right to preserve and protect the Conservation Easement Area.
- B. The non-exclusive right to enter (following reasonable notice (at least forth-eight (48) hours notice) to current Grantor or occupant) the Conservation Easement Area at all reasonable times, in a manner that will not interfere with the Grantor's quiet use and enjoyment of the Conservation Easement Area, for the purposes of:
 - 1. inspecting the Conservation Easement Area to determine if the Grantor, his successors or assigns, is complying with the Covenants and purposes of this Easement Agreement;
 - 2. enforcing the terms of this Easement Agreement;
 - 3. taking any and all actions with respect to the Conservation Easement Area as may be necessary or appropriate, with or without order of the court, to remedy or abate violations hereof;
 - 4. maintaining and/or replacing boundary markers of the Conservation Easement Area.
- C. The right, but not the obligation, to monitor the condition of any rare or endangered plant and animal populations and plant communities in the Conservation Easement Area, and to manage them, if necessary, for their continued survival and quality in the Conservation Easement Area.
- D. The right to enforce the covenants contained herein pursuant to Section 812 of the

Connecticut General Statutes, and/or other provisions of the Connecticut General Statutes. Nothing herein shall be construed to entitle the Grantee to institute any enforcement proceedings against the Grantor for any changes to the Conservation Easement Area due to causes beyond the Grantor's control, such as changes caused by fire, floods, storms or the unauthorized wrongful acts of third persons. The Grantor hereby waives any defense of laches with respect to any delay by the Grantee, its successors or assigns, in acting to enforce any restriction or exercise any rights under this Easement Agreement.

- E. All rights granted to the Grantee hereunder shall be at the sole cost, risk and expense of the Grantee.
- F. Grantee, at its expense, shall cause this Easement Agreement to be recorded and indexed against the property owned by Grantor.

II. Covenants

The Grantor makes the following Covenants:

Without prior express written consent from the Grantee, the Grantor agrees to refrain from the following activities under, over or upon the Conservation Easement Area, unless such activities are permitted uses in inland wetlands areas in accordance with the Inland Wetlands and Watercourse Regulations of the City of Torrington, Connecticut, as may be amended from time to time:

- A. There shall be no construction or placing of buildings, sewage disposal systems, wells, drainage systems (other than natural drainage) underground tanks, roads, driveways, mobile homes, fences, signs or billboards;
- B. There shall be no dumping, storing or placing of soil or other substances or materials and no storage or disposal of vehicles, vehicle parts or wastes of any kind;
- C. There shall be no topographic changes, no ditching, draining (other than natural drainage), diking, dredging, excavating, grading, mining or drilling, and no removal or filling of topsoil, loam, peat, sand, gravel, rock, minerals or others substances;
- D. There shall be no removal or destruction of trees, shrubs, or other vegetation, no use of fertilizers, poisons, pesticides, herbicides or biocides, no hunting or trapping, no grazing of domestic animals, no introduction of non-native plants and animals, and no disturbance or change in the natural habitat in any manner. There shall be no removal of dead trees and no pruning and thinning of live trees and brush unless necessary to maintain trails and access ways;
- E. There shall be no alteration of water courses, water bodies or wetland areas, nor shall there be activities or uses conducted on the Conservation Easement Area which are, or have the potential for being, detrimental to drainage, flood control, surface or ground

water quality, erosion control, soil conservation, wildlife or the land and water areas in their natural condition;

- F. There shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles;
- G. There shall be no removal or disturbance of the iron pins, boundary markers or any other field identifications of the Conservation Easement Area boundaries.

Any request for written approval for uses and activities noted above shall be accompanied with a detailed statement of purpose and specific plans for the proposed use or activity. Grantee shall have the right to approve such changes in use (which approval shall be reasonable), provided that the changes do not interfere with or have an adverse impact on the natural scenic, ecological and open space values being protected within the Conservation Easement Area and shall deliver such response to the Grantor within thirty (30) days of the Grantee's receipt of the written request.

The rights granted to the Grantee under Article I of this Agreement and the covenants of the Grantor under this Article II apply solely to the Conservation Easement Area and do not extend, by implication, prescription or otherwise, to any other property owned by Grantor.

III. Reserved Rights

In general (but without limiting any other rights which are now, or may be in the future, vested in the Grantor and are not conveyed to the Grantee hereunder), the Grantor reserves:

- A. All rights of ownership to the Conservation Easement Area which are not expressly prohibited or granted to Grantee pursuant to this Easement Agreement, which shall include, without limitation, the reserved rights described in sub-paragraphs B-D below;
- B. the right to sell, give, mortgage, lease or otherwise convey all or any part of the Conservation Easement Area or any portion or portions of the Conservation Easement Area, provided such conveyance is subject to the terms of this Easement Agreement;
- C. the right to include the acreage of the Conservation Easement Agreement for purposes of computing the development and other rights appurtenant to the property owned by the Grantor adjacent to the Conservation Easement Area; and
- D. The right to engage in all acts and uses, which are not expressly prohibited herein.

IV. Public Access

Nothing contained in this Easement Agreement shall give or grant to the public a right to enter upon or use the Conservation Easement Area or any portion thereof or any other property of Grantor where no such right existed in the public immediately prior to the execution of this

Easement Agreement. Grantor and Grantee agree that the use of the Conservation Easement Area shall be exclusively reserved to the Grantor and its guests, agents, tenants, occupants, invitees, successors, and assigns for the purposes set forth in, and subject to the limitations contained in this Easement Agreement.

V. Subsequent Transfers

The Grantor further covenants and agrees any deed or legal instrument by which any interest in all or a portion of the Conservation Easement Area is divested including, without limitation, a leasehold interest, shall be subject to the terms and conditions of this Easement Agreement whether or not expressly so stated in such deed or other instrument. Failure of said Grantor to provide notice of such encumbrance shall not impair the validity of this Easement Agreement or limit its enforceability in any way or give rise to any claim by the grantee or transferee. Grantee acknowledges and accepts that the terms and conditions of this Easement Agreement shall be binding upon the Grantor only so long as the Grantor shall be the owner of the Easement Area and that upon the sale or transfer thereof by the Grantor, the Grantor shall be entirely released from all obligations thereafter accruing under this Easement Agreement and that the Grantee shall look solely to the grantee or transferee of the Conservation Easement Area for the performance of the terms, restrictions, and covenants of this Easement Agreement arising during the period of the subsequent grantee's or transferee's ownership, and each such grantee or transferee shall, for the period of its ownership, be deemed the "Grantor" under this Easement Agreement. Notwithstanding any provision to the contrary, Grantee agrees that Grantee shall look solely to the estate and property of Grantor in and to the Conservation Easement Area and other real property owned by Grantor adjacent thereto in the event of any claim against Grantor or any member, manager, partner, director, officer, agent or employee of Grantor arising out of or in connection with this Easement Agreement.

VI. Other Provisions

- A. The Grantor, its transferees, successors and assigns, agree to pay any real estate taxes or other assessments levied by competent authorities on the Conservation Easement Area.
- B. If any provision of this Easement Agreement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of the Easement Agreement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.
- C. The covenants agreed to and the terms, conditions, restrictions and purposes imposed with this grant shall not only be permanent and binding upon the parties hereto, but also upon their respective lessees, agents, personal representatives, successors, and assigns, and all other successors to the applicable parties in interest and shall continue as a servitude running in perpetuity with the Conservation Easement Area.
- D. Grantee hereby covenants and agrees that it will not transfer or assign this Easement Agreement, except upon prior written notice to the Grantor and unless

the organization receiving the interest will be a "qualified organization" as that term is defined in Section 170(h)(3) of the Code. Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required in writing to continue to carry out in perpetuity the conservation purposes which the contribution was originally intended to advance.

- E. Grantee acknowledges that in entering into this Easement Agreement, it is not relying upon any representations, warranties or covenants of the Grantor except as may be explicitly contained in this Easement Agreement, and all other representations, warranties and covenants by the Grantor are hereby expressly disclaimed.
- F. No provision of this Easement Agreement shall be construed for the benefit of any third party other than the Grantor, Grantee and their respective successors and assigns.

VII. Representations and Warranties

The Grantee warrants and represents to the Grantor that it is (i) a governmental unit under 170(b)(1)(A)(v) of the Code, and (ii) qualified under Section 170(h)(3) of the Code to receive qualified conservation contributions. The Grantee further warrants and represents that it possesses the intent, ability, commitment, and resources to enforce the terms and conditions of this Easement Agreement, and that the Conservation Easement Area meets the criteria adopted by the Grantee relating to the properties over which the Grantee should accept the responsibility of holding a conservation easement.

VIII. Grantee's Responsibilities: Indemnification and Insurance

The Grantee further agrees to release, hold harmless, defend and indemnify the Grantor from any and all liabilities, including but not limited to injury, losses, damages, judgments, costs, expenses, and fees that the Grantor may suffer or incur as a result of or arising out of the activities of the Grantee on the Conservation Easement Area. Grantee shall also maintain adequate comprehensive general liability insurance coverage for its activities on the Conservation Easement Area.

TO HAVE AND TO HOLD the said Easement Agreement unto the said Grantee, its successors and assigns forever.

[SIGNATURE PAGE FOLLOWS]

