

CONNECTICUT RIVER GATEWAY COMMISSION

REGULAR MEETING MINUTES

September 26, 2013

Present/Absent: [Excused (E); Unexcused (A)]

<i>Chester:</i>	<i>Margaret (Peggy) Wilson (E), Martha Wallace (E)</i>
Deep River:	Nancy Fischbach, Amy Petrone (E)
East Haddam:	Harvey Thomas, Emmett Lyman
Essex:	Claire Matthew, Wally Schieferdecker
<i>Fenwick:</i>	<i>Ethel Davies, Borough Warden (E)</i>
Haddam:	Susan Bement, Derek Turner
Lyme:	J. Melvin Woody, Lisa Niccolai (Arr. 7:33p)
Old Lyme:	Peter Cable, Suzanne Thompson (E)
Old Saybrook:	Madge Fish, Belinda Ahern (E)
Former MRPA:	Raul Debrigard, Stasia DeMichele (E)
Former CRERPA:	Two vacancies
DEEP:	David Blatt
Staff:	J. H. Torrance Downes.
Guests:	None present.

Call to Order

Chairman Melvin **Woody** called the regular meeting of the Connecticut River Gateway Commission to order at RiverCOG offices located at 145 Dennison Road, Essex at 7:35p.

Approval of 8/22/13 Regular Meeting Minutes

With the following revision to New Business, and upon a motion by **Bement**, seconded by **Schieferdecker**, the minutes were approved unanimously.

Sponsorship of the CRWC annual events (both collection and concert) at a level of \$1000 revised to read "...at a level of \$1,000 **each, for a total of \$2,000.**"

Correspondence/Staff Report

1. Study by Journal of Raptor Research. Eagle deaths as a result of wind turbines in Washington state. Article attached to "Items of Interest report, 9/26/13).
2. CY Site. Alan Aronow of Haddam has raised the issue that vivid orange boom floats are being used at the mouth of the channel into the site of the former CY plant. He contacted Mike Payton of DEEP Boating Division, who explained the use of the bright colors. Downes contacted CY and received a somewhat tersely worded response stating they could have made it more visible by pushing the floats further out into the river. Downes told Aronow, who wants the safety floats to be less visible, that this would be reported to GW for their input. **Consensus was to have Downes conduct a site inspection to determine if a letter to CY asking for some kind of modification of booms was warranted.**
3. Source-To-Sea Collection. At this point, the collection with Essex Land Trust will be at 9am to noon on Saturday, September 28th. Meet at the Essex Boat Club to work on Great Meadows, the peninsula separating North Cove in Essex from the CT River. The boat club is described as being on "Great Meadows Road", likely near the Pettipaug Yacht Club off River Road at the northern end of the Great Meadows peninsula. So far, there has been only one confirmation of attendance, Old Saybrook's Belinda Ahern.... Five have indicated they have conflicts. **WOODY confirmed that he will attend the collection. No other members were able to schedule to be there. Members also confirmed that donation to CRWC was for \$2000, \$1000 each for collection and concert. A check for \$1000 was signed for the cleanup. The issuing of a check for \$1000 for the concert will be held until next spring when the postponed concert is to occur.**

4. Dock & Dine Restaurant, Saybrook Point. The venerable D&D Restaurant, rather than rebuilding a second time after Sandy (they rebuilt after Irene and Sandy did them in again), the owner is going to demolish the structure and start over, complying with flood zone requirements, **which means elevating the lowest supporting member of the structure to 14 feet above sea level.** As a result, the structure will be substantially taller than presently exists. Further, the building (according plans hanging on the wall in the restaurant) will be located essentially in the same footprint, guaranteeing the need for at least a variance of the 100 foot setback and riparian buffer standards. Unless a variance is requested for height (which is possible based upon the description of the plans – there were no elevations posted), the structure will have to meet the 35 foot height maximum (e.g. the *existing* structure isn't simply being elevated with access stairs attached, a situation that would not require a variance per recently adopted ordinance). Downes will attend two pre-app meetings set up by Town Staff on October 3rd to represent GW interests. **Members decided that a policy regarding GW position on variances for height on “knockdowns” vs. rebuilds that would be elevated to meet FEMA flood requirements would be prudent. Request made by THOMAS for Downes to draft a policy document for GW review at their October 24, 2013 meeting.**
5. Klar, East Haddam. See copy of email from DEEP's Allyson Clarke on page 2. **Members decided to have Downes revise the requested reversion clause language to require return of property to GW in the event the DEEP or another party attempts to transfer the property from State ownership. Members also agreed to accommodate concerns of State listed in an email of DEEP's Allyson Clarke, attached hereunder.**
6. Garthwaite, Chester. Don Carlson reported on 9/19/13 that he's gotten in and “hacked out” the two straight line end points. The survey points along the line will take more to get to so they can be surveyed. If just the two end points are used (which can be done because the boundary line is a straight line), he said he could get out there and do that this week (week of 9/23/13). **Members told Downes to have Carlson survey the straight line using the two end points. No need to hack into the middle of the thicket.**

Treasurer's Report

Downes provided the Treasurer's Report in the absence of **Wilson**.

- a.) Downes reported that the monthly bill for staffing services amounts to \$1,748.75. Motion to approve the payment by **Fischbach**, seconded by **Matthews**, passed unanimously. Motion to approve Treasurer's Report by **Blatt**, seconded by **Bement**, approved unanimously.
- b.) Insurance. Downes cited information provided by Ray Archambault (attached) regarding D&O Liability and Employee Dishonesty Insurance. Questions arose concerning whether Downes was an “employee” under the definition of the insurance. Concern was also raised regarding there being only one quote.
- c.) For the purpose of the signing of documents (such as insurance and deeds for land transfer), members asked to have attorney advise on appropriate resolution language that allows Chairman **Woody** to sign documents on behalf of the Commission when he is authorized to do so. Motion to approve involvement of counsel made by **Thomas**, seconded by **Schieferdecker**, approved unanimously.

Referrals for Commission Discussion

No variance applications, regulation referrals or Special Exception reviews were presented for action or discussion.

Staff Actions

Downes reported that he issued “letters of no opposition” for two variance applications, both in Old Saybrook.

- (1) Worthen, 330 Watrous Point Road. Proposal to construct an at-grade pool within the 100 foot structure setback and 100 foot riparian buffer area. Pool will have a 2 to 3 foot retaining wall on the riverside of the pool because of the sloping grade between the existing dwelling and the river. Downes recommended in the letter that the ZBA require the planting of visually “softening” vegetation along the retaining wall, which the property owner said they would do when a site inspection was conducted prior to the review.
- (2) Reardon, 23 Otter Cove Road. Variance of lot size to split a large lot into a conforming and nonconforming building lot. The nonconforming lot will be nonconforming with respect to the minimum lot size, but only by a small percentage. The lots, being interior to the Otter Cove area, are not visible from the river and no visual impact whatsoever will occur as a result of higher density development (two dwellings as opposed to one).

Discussion of Gateway Standards

No update at this point.

Property Transfers

Land transfers were discussed under staff report. Motion made by **Debrigard**, seconded by **Bement**, authorizing the Chairman to sign deeds on behalf of the GW Commission membership for land transactions duly approved by motion of the Gateway Commission. In a separate motion by **Debrigard**, seconded by **Bement**, to amend the Commission by-laws to allow such authorization if they don't already. Motions passed unanimously.

Committee Reports

Outreach. Discussion of efforts for outreach at the three local fairs in Lyme, Chester and Haddam. **Woody** reaffirmed that a better "takeaway" brochure was needed, perhaps based upon the Elsworth Grant article that was printed in the New London Day years ago. The brochure would highlight the partnership while the entire article could be posted on the GW website. Downes indicated that he would endeavor to redesign the home page to include that type of information. **Thomas** expressed his appreciation to those members who were able to "man" the GW table at the fairs, including **Wilson, Woody, Cable, Thompson, Debrigard, Wallace, Ahern, Bement (and Thomas himself)**.

It was again agreed that the Outreach Committee will continue to work on the best approach to use at the three area fairs for upcoming years.

Old Business. Discussion occurred regarding the 46 acre parcel of land on Injun Hollow Road in Haddam Neck where the owner is interested in preserving the hillside land from development. It is understood that the owner is interested in selling the land to the Haddam Land Trust. In an effort of full disclosure, **Bement** indicated that, as a real estate agent, she holds the listing for the property. It was decided that GW could act as a "facilitator" in an effort to see if the property owner would be willing to establish a conservation easement. **Woody** and Downes will contact the property owner to discuss conservation possibilities and involve the Haddam Land Trust.

New Business. **Debrigard** discussed the issue of proliferation of the invasive species "Trapa natans", or Water Chestnut, having talked about the issue with Tidewater Institute's Judy Preston. The proliferation is identified at this point to be most concentrated in the Salmon Cove area, although information suggests that a large patch exists in the main stem of the river just north of the Goodspeed Bridge (west side). Downes reported that Preston and RiverCOG's Margot Burns want to discuss the issue and a possible partnership with Gateway at their October 24, 2013 meeting. A suggestion was made to send a letter to Harry Yamulis at DEEP indicating that GW has learned of the existence of the Trapa in Salmon Cove and requests that DEEP inform GW regarding any plans to monitor or eradicate the invasive plant.

Debrigard informed the members that Rockfall is shifting its grant policies and considering fewer, larger grants than the more numerous smaller grants that have been offered in the past. Further discussion raised the issue of GW being a possible "grantor" for study/project funds in the future.

Debrigard informed the members of a "Schmitt property meeting" in Haddam. The meeting included discussion of the archaeological value of the property (Venture Smith homestead). Piggy-backing on the earlier discussion of the protective booms in the channel of the CY site, the meeting conclusion was that the archaeological value of the Schmitt property warranted continue vigilance regarding any public access at the old CY site.

Debrigard indicated that a meeting discussing the future of the Sunrise resort property (in close proximity to the Machimoodus State Park property) was held where open space was highlighted as the most desirable use.

Adjournment

Upon motion by **Fischbach**, seconded by **Bement**, and passed unanimously, the meeting adjourned at 8:58pm.

Klar Discussion

Torrance,

I have feedback concerning the "Reversion Clause. He is what my Parks Department said:

- Is CT River Gateway Commission willing to have a standard reverter that reverts the land back to them? Currently, it is only a first right of refusal. A true Reverter Clause would address that issue better than a first right of refusal. What happens if CT River Gateway Commission doesn't buy it given the Reverter option? Can it then be conveyed or encumbered?
- Can we change "wildlife associated recreation" to "passive recreation activities as typically permitted at a state park?"
- They are not sure if we can agree to deed language that prohibits future encumbrances. What if we need a utility easement, or there is some legal action?

The AAG had similar issues/concerns, in that the clause does not constitute a real reverter or right of reverter. It reads as a restrictive covenant, to ensure the use of the property but it would not result in a reverter. They suggest that we settle on whether we want a restriction on use, or a restriction and a reverter, or a right of reverter, and reword the "clause/right" accordingly.

I'm not sure what you want to do now. Can you obtain a "real" Reversion Clause which better addresses the aforementioned concerns? Please advise.

**ARCHAMBAULT INSURANCE INC.,
CHESTER, CT. 06412
860-526-9587**

DIRECTORS & OFFICERS LIABILITY

ACE American Insurance Company (A+ AM Best rating)

Policy period to be included

Directors & Officers	\$1,000,000
Employment Practices	\$1,000,000
Retention – Directors & Officers	None
Entity	\$ 2,500
Employment Practices	\$ 2,500
<u>ANNUAL PREMIUM \$2,690.00</u>	
<u>EMPLOYEE DISHONESTY</u>	
Employee Dishonesty	\$ 500,000
Deductible	\$ 5,000
Computer & Funds Transfer Fraud	None
Money Orders & Counterfeit Currency	\$ 50,000
<u>ANNUAL PREMIUM \$ 617.00</u>	

Outdated!
Disregard

Please note that this is only a summary of the coverage provided under the policy(ies) identified above and is NOT part of your insurance policy(ies) or contract(s). This document in no way alters or modifies the terms and conditions of the actual policy(ies) which may be issued by the insurance company(ies). Please review the policy(ies) for a detailed description of their terms, conditions, limitations and exclusions.