

Housatonic River Basin Natural Resources Restoration Project  
Natural Resources Trustee SubCouncil for Connecticut  
Request for Supplemental Information (RSI)

**RECEIVED**  
**INSTRUCTIONS**

JUN 20 2007  
**PART A: SPONSOR AND PROJECT SUMMARY FORM**

**INLAND FISHERIES**  
Please read "Request for Supplemental Information (RFI) **OVERVIEW**" and this document, "Request for Supplemental Information (RSI) **INSTRUCTIONS**" before completing this form.

Part A must be completed using this "Sponsor and Project Summary Form"

**SPONSOR INFORMATION**

**Type of Entity** Check the box that best describes the sponsor.

- |   |  |
|---|--|
| <input type="checkbox"/> Private individual                 | <input type="checkbox"/> Municipal government    |
| <input checked="" type="checkbox"/> Non-profit organization | <input type="checkbox"/> Corporation or Business |
| <input type="checkbox"/> State government                   | <input type="checkbox"/> County government       |
| <input type="checkbox"/> Federal government                 | <input type="checkbox"/> Academic Institution    |
| <input type="checkbox"/> Tribal government                  | <input type="checkbox"/> Other (explain)         |

**Authorized Representative of Sponsor**

Housatonic Valley Association

**Name**

Elaine LaBella

**Title**

Director of Land Protection

**Address**

P.O. Box 28

**City** Cornwall Bridge **State** CT **Zip** 06754

**Phone**

860-672-6678

**Email**

elainehva@hotmail.com

**Contact Person (if different from Authorized Representative):**

**Name**

**Title**

**Address**

**City** **State** **Zip**

**Phone**

**Email**

00057

**Project Name** Provide a brief working name:

Conservation of the Frost and CL&P Riverfront Properties in Sharon, CT

**Project Location**

Attach an 8.5 x 11-inch map or copy of an aerial photograph showing project location and extent. Include pertinent topographic and geographic information, a scale, and north arrow.

State(s), Municipality/ies: Sharon, Connecticut

Longitude for approximate center of project area: 73 degrees 23' 13.39" W

Latitude for approximate center of project area: 41 degrees 48' 31.80" N

**NOTE:** If a specific location(s) has/have not been selected yet, include in Part C a narrative describing how project location(s) will be selected.

**Restoration Priority Category** See Appendix C of these Instructions for Restoration Priority Category Descriptions

**Primary Category.** Check the restoration category that is the primary goal of the project. Check one box.

- Aquatic Natural Resources Restoration/Enhancement
- Riparian & Floodplain Natural Resources Restoration/Enhancement
- Restoration/Enhancement of Recreational Uses of Natural Resources

**Secondary Categories.** Check all relevant boxes.

- Aquatic Natural Resources Restoration/Enhancement
- Riparian & Floodplain Natural Resources Restoration/Enhancement
- Restoration/Enhancement of Recreational Uses of Natural Resources

**List Specific Injured Natural Resources and/or Impaired Natural Resource Services to Benefit from Project**

The Sharon Land and the Housatonic Valley Association seek to protect 15 acres of the Frost Farm and 4.56 acres of CL&P land in Sharon, Connecticut. The project will protect 2,742 feet of Housatonic Riverfront and more than twelve acres of uplands. The project will benefit the ecological health of the river by protecting habitat and prevent pollution and sedimentation from potential development. The project acquires land which will also provide recreational access to the river, including fishing, boating, hiking and wildlife observation, resources that were damages or impaired by the presence of PCBs in the river.

**Project Budget Summary**

Complete the table below to summarize the budget information that is detailed in Part D: Project Budget Narrative and Forms. Sponsors are advised to complete Part D (Project Budget Narrative and Forms) before filling in the table below.

Housatonic River NRD Funds – Requested	Other Contributions (Committed)	Other Contributions (Not Committed)	Total Project Cost (boxes 1+2+3)
1. From Part D, Table 2, Box 5 \$702,338	2. From Part D, Table 2, Box 6 \$12,428	3. From Part D, Table 2, Box 7 330,000	4. From Part D, Table 2, Box 8 1,044,766
<b>Amount of Other Contributions to Be Considered as Cost-Matching to NRD Fund Request</b>			
5. 0			

**Authorizing Statement**

I hereby declare that the information included in this project submission and all attachments is true, complete, and accurate to the best of my knowledge, and that the proposed project complies with all applicable state, local, and federal laws and regulations.



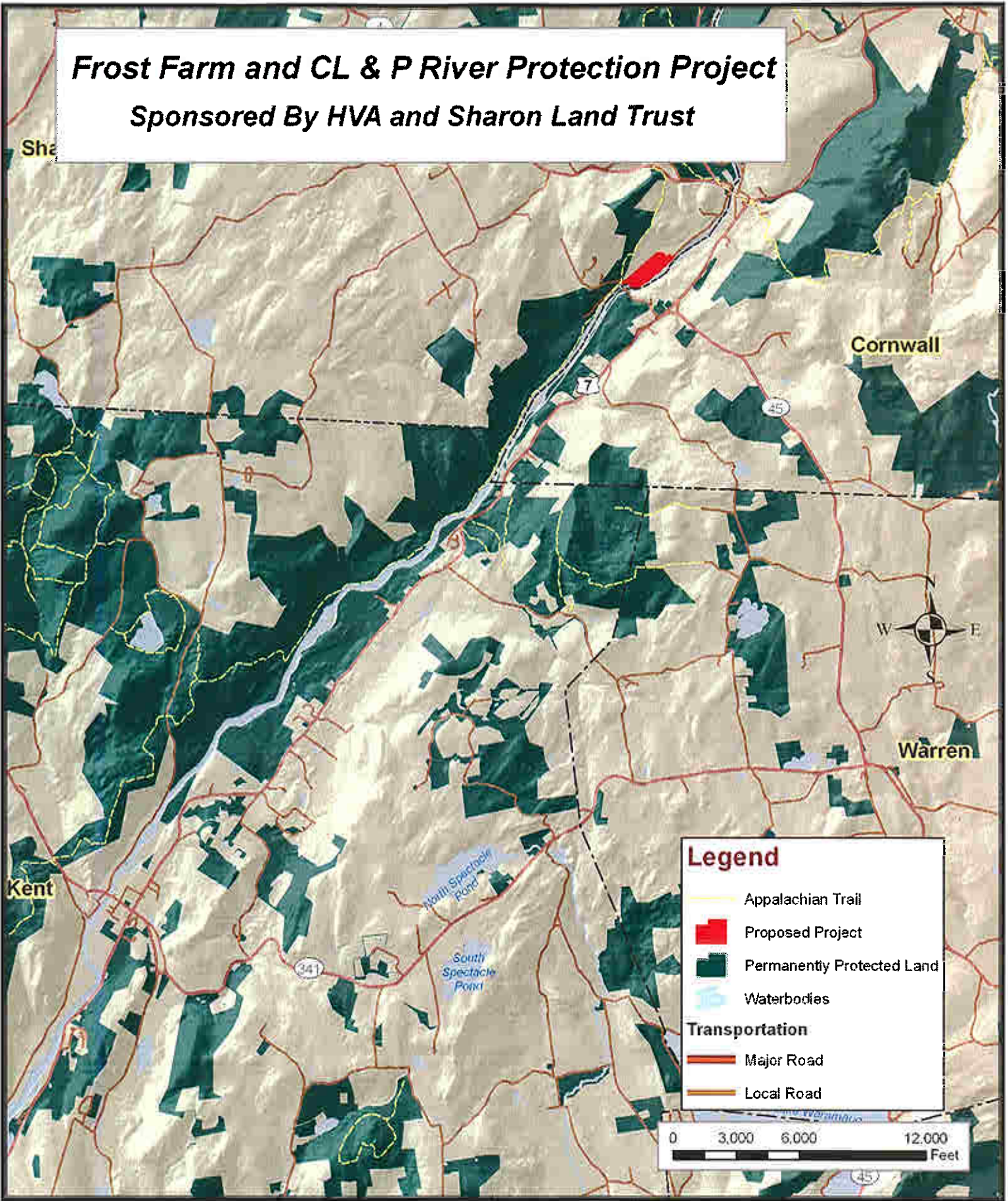
6-19-07

Signature of Sponsor or Sponsor Representative

Date

Elaine E. LaBella,  
Name of Sponsor or Sponsor Representative  
(Type or print clearly)

**Frost Farm and CL & P River Protection Project**  
**Sponsored By HVA and Sharon Land Trust**



Cornwall



Warren

Kent

**Legend**

- Appalachian Trail
- Proposed Project
- Permanently Protected Land
- Waterbodies

**Transportation**

- Major Road
- Local Road



**PART B. PROJECT ABSTRACT** In Litchfield County, Connecticut, every day 45 acres are lost to development. The result is loss of land habitat and degradation of water habitat. Developed riparian shoreline, often lacking vegetative buffers, erodes and dumps sediment into rivers and streams. In addition, development usually restricts public recreation access. Two critical parcels of land will be acquired to counter these trends, in a project proposed by Housatonic Valley Association in partnership with the Sharon Land Trust.

(1) Acquisition of Frost Farm will protect about 20 acres of undeveloped Housatonic riverfront land extending for 2,742 feet along the western shore adjacent to River Road in Sharon. The Sharon Land Trust (SLT) will acquire a conservation restriction over about 15 acres of Housatonic Riverfront, a small island, and open fields with small forested ponds owned by the Frost family.

(2) SLT will acquire the fee interest in the adjacent 4.56-acre undeveloped riverfront parcel owned by the Connecticut Light and Power Company (CL&P). The properties, immediately north of the Appalachian National Scenic Trail (AT) corridor, augment five miles of permanently conserved riverfront on both shores. The purchase of the easement over Frost Farm will require one year from grant award (2010); the CL&P parcel purchase, two (2011). SLT will proceed with the pre-purchase due diligence on both projects in preparation for the closings. Upon notification of grant award, the Land Trust and CL&P have agreed that the parties will sign an option agreement obligating them to complete the transaction upon the resolution of regulatory requirements.

## **PART C. PROJECT NARRATIVE**

### **1.0 GENERAL DESCRIPTION**

#### **1.1 Project Goals and Objectives**

**Goal:** To preserve undeveloped riverfront land that

- A. Geographically complements other protected land,
- B. Preserves land habitat,
- C. Protects shoreline and river habitat, and
- D. Allows the public to enjoy recreational access, in an environmentally responsible manner.

**Objective:** Acquire conservation restrictions, easements, and other protections for two critical riverfront parcels.

#### **Project Benefits Measures:**

##### **PROCESS MEASURE:**

Housatonic Valley Association (HVA), in partnership with the Sharon Land Trust (SLT), will secure legal protections for:

- Approximately 20 acres of undeveloped Housatonic riverfront land which extends for approximately 2,742 feet along the western shore adjacent to River Road in Sharon, Connecticut. The Sharon Land Trust (SLT) will acquire a conservation restriction over about 15 acres of Housatonic riverfront, a small island, and open fields with small forested ponds owned by the Frost family.
- Additionally, SLT will acquire the fee interest in the adjacent 4.56-acre undeveloped riverfront parcel owned by the Connecticut Light and Power Company (CL&P).

##### **PROGRAM MEASURES:**

#### 1. These parcels abut other preserved land, creating a larger protected area, critical for habitat preservation.

Unlinked habitat reduces the geographic range of wildlife, and therefore, the gene pools of endangered species.

The properties are immediately north of the federally-protected Appalachian National Scenic Trail corridor, augmenting five miles of permanently conserved riverfront on both shores owned by the National Park Service, the Connecticut Department of Environmental Protection (DEP), HVA the and the Appalachian Trail Conservancy.

#### 2. Protection of these parcels allow protection of critical habitat

The properties are within the Housatonic Trout Management Area. The undeveloped riverfront on both the east and west shorelines provides buffers against polluted runoff from Route 7, shades the water to the benefit of the fish habitats, provides a significant corridor for wildlife and enhances the aesthetic qualities of the river valley.

- The project partners aim to acquire and protect habitat for species that were harmed by the discharge of hazardous substances, including PCBs, into the Connecticut portion of the Housatonic River environment.
- On the lowest level, protecting the riverfront and upland prevents erosion and clear-cutting from potential development ensures that the river bottom will be shaded and not be silted in, allowing macroinvertebrates to thrive, maintaining the food supply upon which the entire riverine ecosystem depends.

- The floodplain forest and riparian habitat will also be permanently protected for wildlife and waterfowl. The adjacent fields and small forested ponds on the Frost Farm are suitable for breeding amphibians.
- 3. Protection of these parcels ensures continue public recreational access
- The Housatonic Trout Management Area (mentioned above) is visited by fishermen from around the state and around the nation and are part of HVA's state-designated Housatonic RiverBelt Greenway.
- Canoeists and kayakers put into the river just north of the Swift's Bridge site from the CL&P and National Park Service properties. Additionally, this project enhances and augments recreational uses of the Housatonic River.
- Acquisition of the CL&P property, which is adjacent to the AT corridor, will secure new public access for fishing, boating, hiking and wildlife observation.
- In the conservation restriction over the Frost Farm the Frost family has also agreed to include creation of a low impact footpath their riverfront and they plan to use their trail as a catalyst for other neighbors to voluntarily continue the trail northward along the riverfront.

## 1.2 Project Scope and Project Implementation Plan

**Statement of Need:** Litchfield County loses *daily* an estimated 45 acres of land to development. There are large parts of Connecticut that will never again see bobcat or bear. Now the Housatonic Riverfront is being nibbled away. *Our water quality, our wildlife habitat and our unique recreation and scenic assets are in immediate jeopardy.*

Development is far outpacing the best conservation efforts of land trusts and communities. Saving the Housatonic River valley from inappropriate and intrusive development is the best way to maintain the overall health of the river. Our communities have a very small window of opportunity, 20 years or less, to take action to preserve the Housatonic Riverfront before the long contiguous stretches of forest are cut into isolated patches of green which can no longer protect aquatic habitats, provide habitat for birds and amphibians and buffer pollution. We must act now to conserve these properties and enhance the protected corridor extending more than five miles along the Housatonic River

### Project Scope:

**THE LAND TO BE PROTECTED:** This project will ensure that about 2,742 feet of forested Housatonic Riverfront and more than twelve acres of uplands will be protected from development. The Frost Farm has 1,480 feet of frontage, including a 3.4-acre island. The CL&P parcel has 1,262 additional feet of frontage and abuts National Park Service land.

**PARTNERSHIP:** The Land Trust and HVA are community-based and deeply connected to local needs and understand local residents' desire to protect the Housatonic River, a critical component of the region's rural character. Both organizations are well-equipped to identify land that offers critical habitat as well as recreational, agricultural and other conservation value. The Land Trust and HVA have determined that this project is consistent with each organization's overall land protection goals. Preserving natural lands along the Housatonic River and working farmland are top conservation priorities for both organizations.

The Land Trust and HVA have formed a partnership to sponsor this project. Each organization has agreed to certain tasks and responsibilities.

### TASKS AND RESPONSIBILITIES:

#### Ensuring the Project Meets All Requirements:

To prepare for this submission the Land Trust and HVA have researched the following requirements and found that the project meets them:

- a. The Land Trust and HVA determined that the project meets the applicable federal or state requirements, especially the conservation purposes test of IRC §170(h).
- b. The Land Trust and HVA are qualified land conservation organizations according to applicable federal and state charitable trust laws. The Land Trust satisfies any federal, state or local requirements for public benefit.
- c. The Land Trust has inspected the properties and documented the condition of the important conservation values and public benefit of both properties.
- d. The Land Trust commissioned two studies of the conservation values and amphibian habitats on the properties.
- e. The Frost Family and the Land Trust have reviewed the draft easement, which is attached. CL&P and the Land Trust have agreed to a timetable for the Land Trust to purchase the 4.56 acre parcel.

**Easement/Ownership:** The Sharon Land Trust will be the holder of the Frost easement and the owner of the CL&P property and will move the acquisition process through with the landowners. SLT will develop a trail maintenance and stewardship plan for both properties.

**Land Negotiations:** HVA will facilitate negotiations between the land trust and CL&P and provide assistance with any Department of Public Utility Control approvals.

**Trail Creation:** HVA will provide assistance to the land trust and the Frost family to locate and cut the shoreline trail on the two properties and coordinate SLT's trail development with the Trails Committee of the Connecticut Chapter of the Appalachian Mountain Club Trails Committee), which is responsible for the management and maintenance of the Appalachian Trail and the 7,000 acres of Trail corridor land in Connecticut through a Memorandum of Understanding with the National Park Service. The plans will ensure that the trail will not adversely impact the river edge and that the public will be directed away from any sensitive aquatic or terrestrial habitats.

**Trail Stewardship:** SLT will close the transactions and implement the trail and stewardship plans, with HVA providing technical assistance, as needed.

### **Project Implementation Plan:**

**Project Schedule:** Land protection is accomplished within a social, political and legal framework that allows for nonprofit organizations, public funding, tax incentives, and conservation easements. A land trust's ethical obligations extend from the land conservation community to donors and taxpayers, landowners, the land and the community at large. Upon approval of this application the Sharon Land Trust will move the project forward according to the following schedule, ensuring that the transaction will meet all applicable laws and regulations and uphold the public trust.

The purchase of the easement over the Frost property is expected to take twelve months from the time the grant award is received. However, the purchase of the CL&P parcel is governed by several regulatory and statutory requirements which will cause the purchase to close approximately two years from the anticipated time of the release of the grant funds, in 2011. The Land Trust will proceed with the pre-purchase due diligence on both projects in preparation for the closings. Upon notification that this application is approved, the Land Trust and CL&P have agreed that the parties will sign an option agreement which will obligate the parties to complete the transaction upon the resolution of the regulatory requirements. The Land Trust will deposit the funds in an interest bearing escrow account until the transaction is completed.

### **FISCAL YEAR 1, JULY 1, 2008 – JUNE 30, 2009**

#### **Phase 1: Fall, 2008 – Winter, 2008/2009**

- a. Identify the important conservation values of the Frost property to be protected and public benefits served. Document the intended purposes of the easement transaction, the intended uses of the property and the roles, rights and responsibilities of all parties involved in the acquisition and future management of the land under easement.
- b. Prepare the final version of the conservation easement.
- c. Prepare a contingency plan in the event the Land Trust ceases to exist or can no longer steward and administer the easement and/or manage the CL&P property. Secure prior consent of the backup grantee.
- d. Order title search.
- e. Launch fundraising campaign.
- f. Prepare draft option agreement with CL&P
- g. CL&P and the Land Trust sign a one-year option agreement, with provision for extension, for the purchase of the 4.56 acre property in 2011 based on the value to be appraised no earlier than one year prior to the anticipated closing date.

#### **Phase 2: Spring, 2009**

- a. Survey to determine the property boundaries and the definition of the easement area. The survey on the Frost property will contain descriptions of the easement area and ensure the boundary can be identified in the field.
- b. Conduct environmental due diligence for hazardous materials on both properties.
- c. Order two appraisals for Frost property. The appraisals will be in a self-contained format, as defined by USPAP, and will comply with Federal appraisal standards in accordance with the Uniform Appraisal Standards for Federal Land Acquisition (Yellow Book).
- d. Update the valuation of the CL&P parcel.
- e. Complete baseline documentation of the Frost property.
- f. Continue fundraising campaign.

## **FISCAL YEAR 2, JULY 1, 2009 – JUNE 30, 2010**

### **Phase 3: Summer 2009**

- a. Review title reports.
- b. Review environmental reports. If necessary, order additional environmental investigation.
- c. Determine the long-term stewardship and enforcement expenses to monitor and defend the easement.
- d. Prepare stewardship plan. Work with the Frosts, CL&P and the Trails Committee to locate the optimal location for the riverside trail which will link with the AT at the Swift's Bridge site.
- e. Review appraisals and confirm the offer to the Frost family.
- f. Continue fundraising campaign.

### **Phase 4: Fall/Winter 2009/2010**

- a. Complete fundraising campaign.
- b. Approve environmental reports.
- c. Approve stewardship plan. The Land Trust will monitor the easement property annually and provide a site report to the landowner.
- d. Approve the trail plan and flag location for trail cutting in the 2011 season.
- e. Finalize all documents.
- f. Close the easement purchase and record.
- g. Press coverage of the easement signing.
- h. Prepare a contingency plan in the event the Land Trust ceases to exist or can no longer steward and administer the easement and/or manage the CL&P property. Secure prior consent of the backup grantee.

### **Phase 5: Spring, 2010**

- a. Order appraisal for the CL&P property. The appraisal will be in a self-contained format, as defined by USPAP, to comply with Federal appraisal standards in accordance with the Uniform Appraisal Standards for Federal Land Acquisition (Yellow Book).
- b. Complete baseline documentation of the CL&P property.
- c. Review the trail plan with the Sharon Zoning and Wetlands Enforcement officers to determine whether or not local or DEP permits will be required. File the necessary local and DEP applications.
- d. Prepare trail maps, signage and other interpretive information to help the public enjoy the new trail and river access while respecting the rights of the Frosts and other trail neighbors.
- e. SLT monitors the amphibian populations on the Frost farm.
- f. Prepare a long-term management plan for the CL&P property.
- g. Land Trust and HVA work with CL&P to obtain Department of Public Utility Control (DPUC) approval.

## **FISCAL YEAR 3, JULY 1, 2010 – JUNE 30, 2011**

### **Phase 6: Summer/Fall 2010**

- a. Obtain any local or DEP approvals for the trail.
- b. Cut the trail on both properties, with permission from CL&P.
- c. Press coverage of the trail opening.
- b. Review appraisals and confirm the offer to CL&P.
- c. Continue the DPUC approval process

### **Phase 7: Winter2010/Spring 2011**

- a. SLT monitors the amphibian populations on the Frost farm.
- b. Approve management plan.
- c. Obtain DPUC approval.
- d. Finalize all documents.
- e. Close the easement purchase and record.
- f. Press coverage of the acquisition.

### **Major project phases and milestone tasks:**



## **FISCAL YEAR 1, JULY 1, 2008 – JUNE 30, 2009**

### **Phase 1: Fall, 2008 – Winter, 2008/2009**

The milestone tasks for Phase 1 are:

*a. Preparation of the final version of the conservation easement.* The goal is to purchase a conservation easement over the Frost property to protect the riverfront and aquatic habits, ensuring that the river can recover from PCB contamination and provide public access.

*b. Launch fundraising campaign.* SLT's fundraising goal is to provide \$300,000 matching funds for the project; HVA's goal is \$30,000.

*c. Signing the CL&P option agreement.* The goal of this project is to purchase 4.56 acres of property from CL&P to protect the riverfront and aquatic habits, ensuring that the river can recover from PCB contamination and provide public access.

### **Phase 2: Spring, 2009**

The milestone tasks for Phase 2 are:

*a. Survey to determine the property boundaries and the definition of the easement area.* Necessary step for land sale.

*b. Conduct environmental due diligence for hazardous materials on both properties.* Necessary step land sale.

*c. Order two appraisals for Frost property.* Necessary step for any land sale and required by this RSI.

*d. Complete baseline documentation of the Frost property.* Necessary step for any land sale.

## **FISCAL YEAR 2, JULY 1, 2009 – JUNE 30, 2010**

### **Phase 3: Summer 2009**

The milestone tasks for Phase 3 are:

*a. Determine the long-term stewardship and enforcement expenses to monitor and defend the easement.*

Necessary step for any land sale.

*b. Prepare stewardship plan.* Necessary step for any land sale. By acquiring the easement SLT commits itself to enforcement of easement terms in perpetuity, and to building positive landowner and community relationships to support the land trust's conservation programs and enforcement actions. A land trust which fails to do so may eventually lose its credibility and endanger its tax-exempt status as a qualified landholding entity. Sound stewardship practices help ensure that the conservation values protected by conservation easements are sustained over time.

*c. SLT continue monitoring use of the site.*

### **Phase 4: Fall/Winter 2009/2010**

The milestone tasks for Phase 3 are:

*a. Complete fundraising campaign.*

*b. Approve the trail plan and flag location for trail cutting in the 2011 season.*

We will create a sustainable trail surface with minimal disturbance, environmental protection, and aesthetic appeal. As shorelines and wetlands are the most fragile environments accessed by trail, this trail will be constructed to give users a sense of the stream or river habitats while protecting fragile shorelines from trampling, erosion, and pollution from fertilizers, road drainage, and sediments. Native plantings will help buffer the stream from erosion, and a well-engineered trail that does not become muddy or gullied will keep walkers on the trail. If necessary, boardwalks or plank bridging will be installed.

*c. Close the easement purchase and record.*

*d. Press coverage of the easement signing*

### **Phase 5: Spring, 2010**

The milestone tasks for Phase 4 are:

*a. Order appraisal for the CL&P property.* Necessary for any land sale and required by this RSI.

*b. Complete baseline documentation of the CL&P property.* Necessary step for land sale.

*c. Review the trail plan with the Sharon Zoning and Wetlands Enforcement officers to determine whether or not local or DEP permits will be required.* The project sponsors will determine whether applications need to be filed with the Sharon Inland Wetlands and Planning Zoning Commissions as well as with the DEP to cut the river access trail. The sponsors will also consult with the fishing and boating communities to design the trail to meet their needs without compromising the integrity of the riverbank or causing erosion.

d. Prepare trail maps, signage and other interpretive information to help the public enjoy the new trail and river access while respecting the rights of the Frosts and other trail neighbors.

e. SLT monitors the amphibian populations on the Frost farm.

f. Prepare a long-term management plan for the CL&P property. The Land Trust owns a number of properties in fee for conservation purposes and will create a plan to take care of the CL&P property. The plan will ensure the property is managed and the trail maintained to ensure the protection of the conservation values and provide the public opportunities for recreation.

g. Land Trust and HVA work with CL&P to obtain Department of Public Utility Control (DPUC) approval. The sale of land by CL&P is regulated by the DPUC. CL&P is regulated by the DPUC and any property transaction is governed by a number of statutes and agreements, summarized below:

**Sec. 16-50c.** If CL&P intends to sell a contiguous area of unimproved real property containing three acres or more, the company must first notify the DPUC, the Commissioner of Public Health, the Commissioner of DEP and the chief executive officer of the municipality in which such land is situated. The DPUC must hold a hearing on all such land transactions in which the acquisition cost of the parcels involved or the transfer consideration is in excess of fifty thousand dollars.

**Sec. 16-50d** states that within one hundred eighty days after approval by the DPUC of the sale, lease or other disposition of land owned by CL&P the state and the municipality where the land is located may give written notice to the Department and to CL&P by certified mail, return receipt requested, of a desire to acquire such land and each shall have the right to acquire the interest in the land. The state's right to acquire the land is secondary to that of the municipality.

In 1998 the General Assembly passed Public Act 98-28, which restructured the electric industry. The Restructuring Act directs that the costs from constructing nuclear power plants, stranded costs, would constrain the owners of these facilities in a free and unregulated market. The bill provided a mechanism for CL&P and United Illuminating Company to recover these costs from the ratepayers and the proceeds from selling power generating assets. However, the bill also required that stranded costs shall be reduced by the amount of "net proceeds that are above book value received by an electric company for the sale or lease of any real property after July 1998." Conn. Gen. Stat. §16-245e(h)(4) The DPUC reviews the amortization of the stranded costs annually in a Department docket. At this time, the Department and CL&P have calculated that the pay down of stranded costs will occur in 2011.

**Sec. 16-245e.** states that "After the department has calculated the total value of stranded costs for all nuclear generation assets, the department shall (A) reduce such amount by the net proceeds that are above book value realized by an electric company from the sale of nonnuclear generation assets pursuant to subdivision (6) of subsection (b) of section 16-244f, (B) reduce such valuation to reflect the total net proceeds that are above book value realized by an electric distribution company from the sale of any nuclear generation assets pursuant to subsection (c) of section 16-244g, and (C) **reduce such amount by the net proceeds that are above book value received by an electric company for the sale or lease of any real property after July 1, 1998.**" (bold text added)

The company and the land trust will complete the sale in 2011, when the stranded costs are amortized. However, upon approval of this application the company and the Land Trust will sign an option ensuring that the sale will proceed in 2011. The funds appropriated to this transaction will be placed in an interest-bearing escrow account until the sale closes. During the year prior to the closing SLT will complete preparations for the acquisition, as detailed in the project schedule, and will request permission from CL&P to cut the trail linking the Appalachian Trail and the Frost property during the summer prior to the sale.

In 2000 the Consolidated Edison Company sought to acquire Northeast Utilities (NU). The statewide conservation organizations and the DEP were concerned that a new company may not continue NU's conservation stewardship and public access policies and might sell land for development. To ensure that conservation buyers had the opportunity to purchase undeveloped parcels prior to their being widely marketed NU and the DEP signed a Memorandum of Understanding (MOU) in 2004, which is another process governing CL&P land sales. The MOU created a Conservation List of properties the DEP, towns and land trusts deemed important for conservation and a process which provides prior notice to the state and the chief elected official and land trust in the town where a Conservation Listed property is located that the company intends to sell land and gives any of the conservation buyers the chance to negotiate a contract. The Sharon property is on the Conservation List. The Land Trust has secured letters from the DEP and the Town of Sharon indicating that they choose not to acquire the property and defer to the Land Trust.

### FISCAL YEAR 3, JULY 1, 2010 – JUNE 30, 2011

#### Phase 6: Summer/Fall 2010

The milestone tasks for Phase 6 are:

- a. Obtain any local or DEP approvals for the trail.
- b. Cut the trail on both properties with permission from CL&P. The trail will be cut by volunteers according to the trail plan approved by all parties.
- c. Press coverage of the trail opening.
- d. Continue the DPUC approval process.
- e. SLT continue monitoring use of the site.

**Phase 7: Winter 2010/Spring 2011**

The milestone tasks for Phase 7 are:

- a. SLT monitors the amphibian populations on the Frost farm.
- b. Approve management plan.
- c. Obtain DPUC approval.
- d. Close the easement purchase and record.
- e. Press coverage of the acquisition

**2.0 EVALUATION CRITERIA NARRATIVE**

**2.1 Relevance and Applicability of Project**

**2.1.1 Location of Project** The project is located on the west shore of the Housatonic River at River Road, Sharon, Connecticut.

**2.1.2 Natural Recovery Period** This preservation project will continue to provide a recuperation area for natural resources damaged by PCB contamination, includes fish and invertebrates and the protected riverfront, floodplain forest. Permanently protecting forested Housatonic Riverfront and more than twelve acres of uplands will ensure that development will not harm terrestrial or aquatic habitat. And the recreational opportunities which were impacted; fishing, boating, public access, will be expanded

**2.1.3 Sustainable Benefits** The project will provide long-term, self sustaining and comprehensive benefits because it will result in permanent protection measures. The volume of non-point-source pollution from development of housing or commercial lots will never come to Frost Farm. (According to the federal EPA, the #1 threat to river quality and habitat across the country is polluted runoff from the activities of ordinary citizens.) The only recurring human intervention or maintenance will be to keep the trail open and maintain the drainage control measures needed to prevent erosion. With the trail, fishing, boating, and public access will be expanded.

**2.1.4 Magnitude of Ecological Benefits** This project will result in the protection of in nearly 20 acres of amphibian and aquatic habitat. Natural riparian land is critical to aquatic and terrestrial species. Protecting the riverfront and upland prevents erosion and clear-cutting from potential development ensures that the river bottom will be shaded and not be silted in, allowing macroinvertebrates to thrive, maintaining the food supply upon which the entire riverine ecosystem depends.

The project will also preserve the uplands adjacent to the riverfront. The upland acreage is easily developable and the loss of the open land could have a significant detrimental effect on the Housatonic River. As stated in Part 2.1.2, development greatly exacerbates polluted runoff, which is damaging to aquatic life, from macroinvertebrates to top of the food chain predators such as trout, amphibians and waterfowl.

There is a significant kettle pool located on the property. According to a report by Ecological and Environmental Services, Inc. (EECOS) the kettle pond on the Frost Farm is deep enough to expose the water table. The report states that the Frost pond serves two important functions. "The first is that it is part of a defined stratified drift aquifer that is hydraulically connected to the Housatonic River by virtue of the elevations shown on the USGS topographic map...Water levels in the pond may drop seasonally as the river drops due to subsurface water flows and lateral discharge from the aquifer to the river...Protecting a stratified drift aquifer from surface development and the subsequent potential for subsurface pollution is essential for the maintenance of clean water. The state of Connecticut DEP has made stratified drift aquifers a high priority for future land protection efforts."

"The second, and no less important feature of this kettle pond, is that it retains water throughout the spring amphibian spawning season and well into the summer, if not year round... The Frost kettle pond is amply surrounded by shrub and woodland cover in the uplands that provide habitat for the amphibians once they emerge from the pond. Protecting both the woodlands and fields around vernal ponds for obligate amphibian species of frogs and salamanders

has become an objective of many land preservation strategies throughout the country. Woodland amphibians have been on the decline and many populations are endangered as changing land use, climate change, and other vectors such as roads and obstructions to annual migrations limit their chances of breeding success in ancestral pools.”

Also, according to a report by Laurie K. Doss, Science Department Chairperson at Marvelwood School in Kent, Connecticut, the kettle pond and nearby small pools are breeding habitat by amphibians. She found vernal pool obligate (indicator) species breeding in pools 1, 2, & 3. The report also states that the kettle pond probably qualifies as an area of concern under Connecticut’s Comprehensive Wildlife Conservation Strategy (CCWCS) under Habitat 7: Sparsely Vegetate Inland and Wetland.

**2.1.5 Magnitude of Recreational Benefits** The recreational use most impacted by PCB contamination was fishing. This project will provide a high level of recreational benefits, including access for fishing along the trail, boating access at the Swift’s Bridge site on the CL&P parcel, and the opportunity for people to enjoy ant number of passive uses of the riverfront and floodplain forest, such as walking or birdwatching. We plan to use the press, signage and recreational organizations’ websites to publicize the new trail. We propose to monitor the use of the trail for a three-year period to determine if our public outreach is successful.

## **2.2 Technical Merit**

**2.2.1 Technical/Technological Feasibility** The techniques that will be employed are discussed in detail in Part 1.2 Major project phases and milestone tasks:

**2.2.2 Adverse Environmental Impact** The potential adverse environmental impacts are minimal. The most serious potential impact might be erosion and sedimentation from the riverside trail, which will be prevented by carefully siting the trail on stable, dry ground and limiting unrestricted footpaths to the river shore to specifically designed and hardened access points. The SLT will also regularly monitor the trail and repair any damage to the footway, pick up litter, and maintain the signage. Trail construction will not disturb any river sediments.

**2.2.3 Human Health and Safety** We are not aware of any potential adverse effects on human health or safety associated with this project. The SLT will post the DEP fish consumption advisory signs.

**2.2.4 Measurable Results** The SLT will coordinate with other monitoring/evaluations being conducted in the Housatonic watershed, including: HVA’s volunteers shoreline assessment and annual biological monitoring and the Trails Committee’s management of the AT corridor. The SLT will also coordinate with any monitoring conducted by the DEP, Housatonic River Commission, or other public or private conservation organizations.

### **Monitoring Plan:**

1. SLT acquires easement on the Frost farm in 2009
2. SLT will monitor the amphibian populations in the Frost farm kettle pond and pools for three years to measure the number and type of egg masses to determine the health of the amphibian populations. If the studies indicate a decline in populations the SLT will work with the landowner to better support the amphibians.
3. SLT acquires the CL&P parcel.
4. SLT manages the trail on both properties and tracks usage by keeping a register at the Swftt’s Bridge parking turnout and tracking the number of users from signatures in the log book. If usage drops the SLT will use the press and recreational organizations’ websites and improved signage to bring visitors to the site. The SLT will also repair and erosion damage on the trail and keep the area litter free.

**2.3 Project Budget** Refer to, Part D: Project Budget

### **2.3.1 Relationship of Expected Costs to Expected Benefits**

**Environmental:** A great value of this property is that it abuts other preserved land as well as shoreline. (1) Habitat expansion, rather than increase in isolated habitats, has great value to wildlife. Fragmentation of woodland into isolated units minimizes their ecological value; a gap of up to 10 yards is acceptable, but the ability of species to move between woods is critical. (2) Preserving this land preserves a significant stratified drift aquifer, which in the future may serve the town’s water needs.

**Social:** Recreational access will be afforded by a trail. The trail will be maintained by volunteers: these in-kind contributions will, in the long run, outweigh the NRD investment.

**Economic:** Development of areas for human habitation or business, requires engineering for storm-water, sewers, etc. Wild land can manage itself and not pollute waterways.

**2.3.2 Implementation-Oriented** This project directly acquires habitat for impacted fish and invertebrates, floodplain forest and amphibian habitat, and increases recreational uses of the natural resources

**2.3.3 Budget Justification and Understanding** Refer to, Part D: Project Budget

**2.3.4 Leveraging of Additional Resources** Refer to, Part D: Budget Narrative

**2.3.5 Comparative Cost Effectiveness** This criterion has no points associated with it.

**2.4 Socioeconomic Merit** Social merit lies in the facts that (1) residents can be proud that their town is protecting the kind of land that attracts many to move to this area of Connecticut and (2) residents of all ages have environmentally responsible ways to access the river for recreation.

**2.4.1 Community Involvement and Diversity** This is a community based project. The SLT is entirely comprised of local volunteer members who will implement the project. The SLT will coordinate the trail development with the all-volunteer Trails Committee. The amphibian monitoring will be conducted by students from Marvelwood under the direction of Science Department Chairperson Laurie K. Doss. And HVA's shoreline assessments and biological monitoring are also conducted by community volunteers and students from the Housatonic Valley Regional High School under the direction of Caprice Shaw, Water Protection Director.

**2.4.2 Adverse Socioeconomic Impacts** No adverse socioeconomic impacts are associated with the project.

**2.4.3 Coordination and Integration** This project is integrated with two ongoing volunteer efforts at this site: HVA's volunteer stream assessments and biological monitoring and the management of the AT by the Trails Committee. The project is consistent with and achieves the goals of a number of public and private land use and conservation plans:

- Department of the Interior's August, 1979 study: the 41-mile segment of the river from the Massachusetts border and the Boardman Bridge in New Milford qualified as a component of the National Wild and Scenic Rivers System. Of the 41 miles that qualified, the 20.5 miles extending from the Route 341 Bridge in Kent northward to Falls Mountain Road in Canaan were classified as "scenic," with the 20 miles extending from southern Kent to the Boardman Bridge in New Milford classified as "recreational".
- General Assembly in CGS Sec. 22a-36. "The inland wetlands and watercourses of the state of Connecticut are an indispensable and irreplaceable but fragile natural resource with which the citizens of the state have been endowed...The preservation and protection of the wetlands and watercourses from random, unnecessary, undesirable and unregulated uses, disturbance or destruction is in the public interest and is essential to the health, welfare and safety of the citizens of the state."
- *A Call to Farms! A Mid-Decade Look at Connecticut's Agricultural Lands, 2005* by the Working Lands Alliance, notes "Our window of opportunity to protect prime farmland is rapidly closing. Between 1997 and 2002, Connecticut lost over 12% of its land in farms, the highest percentage loss of any state in the U.S."
- *Connecticut Statewide Comprehensive Outdoor Recreation Plan*, which states, "residents enjoy a wide assortment of outdoor recreational activities. They visit state parks and forests, local parks and facilities, privately held properties, and commercial enterprises. During the course of the year, Connecticut's people take part in land-based, water based, and winter activities. The level of participation indicates that the demand for outdoor recreation in Connecticut is high and is increasing."
- The *Conservation and Development Policies Plan for Connecticut, 2005-2010* contains policies that provide the context and direction for state agencies to implement their plans and actions in a manner consistent with the Growth Management Principles. The fourth principle is, "Conserve and Restore the Natural Environment, Cultural and Historical Resources, and Traditional Rural Lands". The *Plan* includes a Locational Guide Map which provides a geographical interpretation of the state's conservation and development policies. The land to be protected is in a Conservation Area, for which the *Plan* recommends: "Plan for the long-term management of lands that contribute to the state's need for food, water and other resources and environmental quality by ensuring that any changes in use are compatible with the identified conservation value".

- This project also helps to achieve the recreation management goals in Section III of the Housatonic River Commission's Housatonic River Management Plan:
  - Promote effective local management of existing recreation facilities and resources for their best use.
  - Preserve the Housatonic River environment and its unique and fragile natural features from over use.
  - Minimize conflicts among various recreational users and promote a balanced blend of uses appropriate to the River environment.
  - Promote education of the general public in the safe and responsible recreational use of the Housatonic River.
- *Sharon Natural Resources Inventory, 2005:*
  - Extend buffer zones around Sharon's wetlands and watercourses and, wherever possible, other critical habitats.
  - Work with the community to inventory and map vernal pools.
  - Work together with environmental and land protection organizations such as Audubon, The Nature Conservancy, Housatonic River Commission, Housatonic Valley Association, Sharon Land Trust, Weantinogue Land Trust, and others to continue to evaluate Sharon's habitats, develop a universal approach to conservation strategies, and identify key areas in need of protection.
  - Institute proactive efforts to identify a acquire key undeveloped and unprotected parcels of land and work with landowners to educate them as to the importance of their property and what may lie in the context of larger nature resource features.

**2.4.4 Public Outreach** This project will a broad variety of recreational opportunities and will involve the community in project funding, implementation, stewardship and usage. The SLT plans to use the press, signage and recreational organizations' websites to publicize the new trail. Both acquisitions will be publicized as well as the opening of the properties for recreational access. We propose to monitor the use of the trail for a three-year period to determine if our public outreach is successful. HVA will helpSLT to print a two-sided 8.5" x 11" two-sided map/brochure showing the trail on one side and information about the PCB's and how landowners can protect the river with buffers on the reverse side.

## **2.5 Applicant Implementation Capacity**

**2.5.1 Technical Capacity of Applicant and Project Team** During the past nine years HVA has taken the lead organizing the state's conservation community to bring NU and the DEP together to conserve a significant portion of the company's undeveloped properties. Because our past involvement with the DPUC regulatory process HVA is uniquely qualified to assist the Land Trust and support the company to obtain approvals. Elaine LaBella, HVA's Director of Land Protection, has been active in open space protection, recreational land use, and education in wilderness ethics for more than 30 years. She joined the HVA staff in January, 1994 to direct HVA's land conservation programs and community outreach. She is also responsible for the stewardship of HVA's 1,000 acres of protected land. Elaine is a state-appointed member of the Natural Heritage, Open Space and Watershed Land Acquisition Review Board. She holds a B.A. degree in Environmental Geography from Central Connecticut State University. She also serves on the Trails Committees of the Connecticut Chapter, Appalachian Mountain Club and the Connecticut Forest and Park Association.

The Sharon Land Trust, founded in the mid 80s, currently protects more than 2,000 acres. It has received five DEP Open Space Grants since the program's inception, completing six projects. The SLT has successfully partnered with the National Audubon Society and the Salisbury Association for two of their acquisitions. The SLT works proactively with landowners to protect important conservation lands based on its acquisition plan. It currently has a \$100,000 land protection endowment to be used if easements must be legally enforced and it has two trained volunteer stewards for each of its preserves.

**2.5.2 Administrative Capacity of Applicant and Project Team** The Housatonic Valley Association is dedicated solely to protecting the Housatonic River and its entire 2,000-square-mile watershed, stretching from the Berkshires in Massachusetts, through western Connecticut and part of eastern New York State, to Long Island Sound. Since 1941, HVA fulfills its mission through research, education, advocacy and technical assistance to communities. HVA is headquartered in Cornwall Bridge, CT with a Berkshire Program office in Lee, MA. HVA has six full-time and six part-time environmental and support staff, and benefits from 90 volunteer field and office hours per week. The organization has more than 1000 acres under conservation easement and has staff and volunteers who will be able to carry out the tasks needed to complete this project.

As stated above, the SLT has been very successful meeting the criteria for DEP grants, is has a proven track record for raising matching funds and is well prepared to defend its easements.

**2.5.3 Project Commitments** Attached are the commitment letters from CL&P and the Frosts.

### 3.0 LAND ACQUISITION PROJECTS

a. Following is a copy of the easement used by the Sharon Land Trust. It is based on the basic easement from the DEP Land Acquisition program.

\_\_\_\_\_ " both of \_\_\_\_\_, Sharon, Connecticut, and their heirs, successors and assigns \_\_\_\_\_ ("Grantor, grant to the SHARON LAND TRUST, INC., a non-profit, tax exempt Connecticut corporation, with an office in the Town of Sharon, Connecticut, its successors and pennitted assigns ("Grantee, in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on a certain parcel of land containing \_\_\_\_\_ acres more or less, located in the Town of Sharon, State of Connecticut and County of Litchfield, said parcel being described in Schedule A, attached hereto, incorporated by this reference and hereinafter called the "Protected Property".

#### RECITALS:

WHEREAS, Grantor, are the owners in fee simple of the Protected Property, which has ecological, scientific, educational and aesthetic value in its present state as a natural area; and

WHEREAS, the Grantee is a non-profit corporation incorporated under the laws of the State of Connecticut as a tax exempt public charity under Sections 501 (c) (3) and 509 (a) (1) of the Internal Revenue Code, qualified under Section 170 (h) of the Internal Revenue Code Federal.D. #06-1069118, to receive qualified conservation contributions, and whose purpose is to prevent the loss of fannland, marshland, streams and ponds, woodlands and meadows, plant and animal life in the town of Sharon and to preserve natural areas for scientific, charitable, educational and aesthetic purposes; and

WHEREAS, the Protected Property is part of a significant natural area in the town of Sharon, which qualifies as a "relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, "as that phrase is used in P.L. 96-541, 26 USE 170(h) (4) (A) (ii), as amended, and in regulations promulgated hereunder; specifically the Protected Property is prime wilderness that is woodland and wetland and worthy of saving in its cunent natural state. The status of this natural site including \_\_\_\_\_ make preservation of the Protected Property as wilderness especially unique particularly in light of the existing, \_\_\_\_\_ ; and

WHEREAS the Protected Property is in part for the scenic enjoyment by the general public and will yield a significant public benefit, specifically, by preventing development of the Protected Property, which would impair the scenic character of the rural landscape and interfere with a scenic panorama that can be enjoyed from Bowne Road along the \_\_\_ feet of the road frontage of the Protected Property. The Protected Property is part wetland and part forested, and the topography is such that the public has visual access to a significant portion of the Protected Property and to adjoining properties and nearby properties also containing

WHEREAS, preservation of the Protected Property is pursuant to clearly delineated federal, state and local governmental conservation policy and will yield a significant public benefit, specifically, (1) in 1963, the Connecticut General Assembly declared "that it is in the public interest to encourage the preservation of fannland, forest land and open space land in order to maintain a readily available source of food and fann products close to the metropolitan areas of the state, to conserve the state's natural resources and to provide for the welfare and happiness of the inhabitants of the state ... " (P.A. 490, 1: C.G.S. § 12-107a), and (2) in 1971, the Connecticut General Assembly passed Public Ad 173 (C.G.S. § 47-42a-§47-42c) which authorizes the creation and enforcement of conservation restrictions, "whose purpose is to retain land or water areas predominantly in their natural, scenic or open condition or in agricultural farming, forest or open space use", and (3) the December, 1995 Sharon Town Plan Update which states the conservation goals of the Town of Sharon's land use policies, including the following "General Goal" : "To preserve and conserve the Town's critical natural resources, maintain its rural quality of life and permit development within this context," (P.3); the following "General Policies" to: Maintain and improve the quality of Sharon's surface waters; Improve the quality and productivity of the forest resource; Maintain Sharon's agricultural resources; Protect fragile area resources from incompatible land uses; and Maintain the rural charader of Sharon." (P.4); and the following "Specific Policies and Recommendations" "to encourage: "The Planning and Zoning Commission to develop incentives for land conservation with both the private and public sedors."(P.5).

WHEREAS, the specific conservation values of the Protected Property are documented in an Easement Documentation Report, prepared by Grantee and signed and acknowledged by the Grantor, establishing the

baseline condition of the Protected Property at the time of this grant and including reports, maps, photographs, and other documentation; and

WHEREAS, the Grantor and Grantee have the common purpose of conserving the above-described conservation values of the Protected Property in perpetuity; and

WHEREAS, the State of Connecticut has authorized the creation of Conservation Restrictions pursuant to Connecticut General Statutes, §47-42a through §47-42c, and Grantor and Grantee wish to avail themselves of the provisions of that law;

NOW, THEREFORE, the Grantor, for and in consideration of the facts above recited and of the mutual covenants, terms, conditions and restrictions herein contained and as an absolute and unconditional gift, (sale) does hereby give, grant, bargain, sell and convey unto Grantee a Conservation Restriction in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth.

1. Purpose. It is the purpose of this Conservation Restriction to assure that the Protected Property will be retained forever predominantly in its natural, scenic, forested, and open space condition; to protect any rare plants, animals, or plant communities on the Protected Property; and to prevent any use of the Protected Property that will significantly impair or interfere with the conservation values or interests of the Protected Property described above. Grantor intends that this Conservation Restriction will confine the use of the Protected Property to such activities as are consistent with the purpose of this Conservation Restriction.

2. Prohibited Uses. Any activity on or use of the Protected Property inconsistent with the purpose of this Conservation Restriction is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited except as provided in paragraph 3 below:

2.1 There shall be no constructing or placing of any building, tennis or other recreational court, landing strip, mobile home, cabin, swimming pool, fence or sign (other than those required by Grantee for appropriate management), asphalt or concrete pavement, billboard or other advertising display, picnic table, fire circle, campground, antenna, utility pole, tower, conduit, line, sodium vapor light or any other temporary or permanent structure or facility on or above the premises.

2.2 There shall be no ditching, draining, diking, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography of the land in any manner.

2.3 There shall be no removal, destruction or cutting of trees, shrubs or plants, planting of trees, shrubs or plants, introduction of non-native animals, or disturbance or change in the natural habitat in any manner.

2.4 There shall be no use of fertilizers or of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides, and there shall be no use of devices commonly known as "bug zappers."

2.5 There shall be no storage or dumping of ashes, trash, garbage, or other unsightly or offensive material, hazardous or toxic substance, material or waste, nor any placement or use of underground storage tanks in, on, or under the Protected Property; there shall be no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, nor shall activities be conducted on the Protected Property or on adjacent property if owned by Grantor which could cause erosion or siltation on the Protected Property.

2.6 There shall be no activities conducted on the Protected Property or on adjacent property if owned by the Grantor, which could reasonably be expected to cause pollution, alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall there be activities conducted on the Protected Property or on adjacent property if owned by the Grantor which would reasonably be expected to be detrimental to water purity, or which could alter the natural water level and/or flow in or over the Protected Property.

2.7 There shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, jet skis, motorized boats or any other type of mechanized vehicles.

2.8 The Protected Property shall not be divided, partitioned, or subdivided, nor conveyed except in its current configuration as an entity as shown on the survey map referred to in Schedule A.

2.9 The Protected Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Conservation Restriction for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations, or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Conservation Restriction shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

3. Grantor's Reserved Rights. Consistent with the foregoing purposes and general prohibitions, the Grantor hereby reserves the following specific rights:

3.1 Retained Rights in General. The right to undertake or continue any activity or use of the Protected Property not prohibited by this Conservation Restriction. Prior to making any change in use of the Protected Property, not expressly permitted by this paragraph 3, the Grantor shall notify the Grantee in writing, in



accordance with paragraph 12 below, of the proposed change, allowing Grantee to determine whether such change would violate the terms of this Conservation Restriction.

3.2 Conveyance of the Property. The right to sell, give, mortgage, lease, or otherwise convey the Protected Property, provided such conveyance is subject to the terms of this Conservation Restriction and written notice is provided to Grantee in accordance with paragraph 12 below.

3.3 Maintenance of Existing Structures. The right to maintain such structures as currently exist on the Protected Property (which may be repaired or replaced, but not expanded, on the same site, in whole or in part), Except that no activities shall take place within seventy-five (75) feet of other watercourses, or within twenty-five (25) feet of wetlands. Any such activities shall be located and maintained so that wetlands and watercourses cannot reasonably be expected to be adversely impacted and shall include reasonable measures to protect wetlands, watercourses, water quality, soil conservation, fish and wildlife habitat

3.4 Prohibited Plants and Pesticides. Notwithstanding the provisions of paragraphs 3.4 above, the following restrictions apply to the entire Protected Property (1) No planting of Japanese barberry (*Berberis thunbergii*), purple loosestrife (*Lythrum salicaria*), multiflora rose (*Rosa multiflora*), Asiatic bittersweet (*Celastrus orbiculatus*), or other alien or invasive plants that Grantee notifies the Grantor in writing may not be planted, and (2) The right to use pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides, is restricted to methods in which the substance can not migrate or spread beyond the local area of application, as applied by hand to individual plants ("spot application"), in accordance with best management practices. No pesticides or biocides, as defined in this paragraph, shall be used within seventy-five (75) feet of watercourses, or within twenty-five (25) feet of wetlands.

3.5 Habitat Protection. With the prior written permission of Grantee, the right to take measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife habitat, or rare or endangered species, including the right to remove and destroy, with reasonable precautions taken to prevent damage to other vegetation and fauna, the following alien and invasive plants: Japanese barberry (*Berberis thunbergii*), purple loosestrife (*Lythrum salicaria*), multiflora rose (*Rosa multiflora*), Asiatic bittersweet (*Celastrus orbiculatus*), and other plants that Grantee notifies the Grantor in writing may be removed.

3.6 Tree Maintenance and Firewood. In all areas of the Protected Property, the right to cut and remove dead or diseased trees for safety purposes only.

3.7 Ponds. New Ponds may be created with the prior written approval of the Grantee and thereafter maintained including dredging, of their inlets and outlets and improvements to the same.

3.8 Compliance. The exercise of any right reserved by Grantor under this paragraph 3 shall be in compliance with applicable federal, state and local law. The inclusion of any reserved right in this paragraph 3 requiring a permit from a public agency does not imply that Grantee takes any position on whether such permit should be issued.

4. Grantee's Rights. To accomplish the purpose of this Conservation Restriction, the following rights are conveyed to Grantee by this Conservation Restriction:

4.1 The right to preserve and protect the conservation values of the Protected Property.

4.2 Right of Entry. The right of the Grantee, its staff, members, employees, agents, consultants, and other representatives to enter the Protected Property at all reasonable times and with prior notice, and if necessary, across other lands retained by the Grantor, for the purpose of; (a) inspecting the Protected Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Restriction; (b) enforcing the terms of this Conservation Restriction; (c) in accordance with paragraph 10, taking any and all actions with respect to the Protected Property as may be necessary or appropriate, with or without order of court, to remedy or abate violations thereof; (d) making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Protected Property by the Grantor; and (e) monitoring and management as described below. No vehicles may enter without approval of the Grantor.

4.3 Monitoring and Management. The right, but not the obligation, to monitor the condition of the rare plant and animal populations, plant communities, and natural habitats on the Protected Property, and to manage them, if necessary, to ensure their continued presence and viability on the Protected Property. Such activities shall be in accordance with management practices of Grantee, which may include but not be limited to mowing, fencing, trapping, and prescribed burning. Any such management activities shall be set forth in a written management plan to be reviewed by the Grantor.

4.4 Enforcement. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Restriction and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to paragraph 10.

4.5 Discretionary Consent. Grantee's consent for activities otherwise prohibited under paragraph 2 above, or for any activities requiring Grantee's consent under paragraph 3 above, may be given under the following

conditions and circumstances. If owing to unforeseen or changed circumstances, any of the activities listed in paragraph 2 are deemed desirable by Grantor and Grantee, Grantee may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, and permission for activities requiring Grantee's consent under paragraph 3, shall be in writing and shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purpose of this Conservation Restriction. Grantee may give its permission only if it determines, in its sole discretion, that such activities (1) do not violate the purpose of this Conservation Restriction and (2) either enhance or do not impair any significant conservation interests associated with the Protected Property. Grantee shall act within sixty (60) days on any request by Grantor for permission. Grantee's failure to act within sixty (60) days shall be deemed to be approval of Grantor's request. Notwithstanding the foregoing, the Grantee and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Restriction or to allow any residential, commercial or industrial structures or activities not provided for above.

5. Access. Nothing contained in this Conservation Restriction shall give or grant to the public a right to enter upon or to use the Protected Property or any portion thereof.

6. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantee shall be named as an additional insured on the Grantor's liability insurance policy. Grantor shall keep the Grantee's interest in the Protected Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

Grantor agrees to release, hold harmless, defend and indemnify Grantee from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees which Grantee may suffer or incur as a result of or arising out of the activities of Grantor on the Protected Property. Grantee agrees to release, hold harmless, defend and indemnify Grantor from any and all liabilities including, but not limited to injury, losses, damages, judgments, costs, expenses and fees which Grantor may suffer or incur as a result of or arising out of the activities of Grantee on the Protected Property.

7. Taxes. The Grantor agrees to pay any real estate taxes or other assessments levied on the Protected Property. If the Grantor becomes delinquent in payment of said taxes or assessments, such that a lien created against the land is to be executed upon, the Grantee, at its option, shall, after written notice to the Grantor, have the right to pay funds to discharge the lien or delinquent taxes or assessments and to purchase and acquire the Grantor's interest in the land by paying funds to discharge said lien and to recover the amount of such payments from Grantor, or to take such other actions as may be necessary to protect the Grantee's interest in the Protected Property and to assure the continued enforceability of this Conservation Restriction. Grantee, at its option, may pay funds to discharge said lien or delinquent taxes or assessments without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the lesser of: (1) the maximum rate allowed by law OR (2) two percentage points over the prime interest rate publicly announced as the base rate on corporate loans at large U.S. money center commercial banks as published by the Wall Street Journal, or in a recognized financial publication designated by the Grantee with written notice of such designation to the Grantor.

8. Title. The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Protected Property in fee simple and has good right to grant and convey the this Conservation Restriction; that the Protected Property is free and clear of any and all encumbrances, other than state herein or of record as of the date of the execution of this Conservation Restriction, including but not limited to, any mortgages not subordinated to this Conservation Restriction, and that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of the this Conservation Restriction.

9. Hazardous Waste. The Grantor covenants and represents that to the best knowledge of Grantor no hazardous or toxic substance, material or waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property.

10. Grantee's Remedies. In the event that the Grantee becomes aware of a violation of the terms of this Conservation Restriction, the Grantee shall give notice to the Grantor, at Grantor's last known post office address, of such violation via certified mail, return receipt requested, and request corrective action sufficient to abate such violation and restore the Protected Property to its previous condition at the time of this grant. Grantor agrees that the Easement Documentation Report shall be deemed to provide objective information concerning the Protected Property's condition at the time of this grant. Failure by the Grantor to cause discontinuance, abatement or such other corrective action as may be requested by Grantee within thirty (30) days after receipt of such notice shall entitle Grantee to bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Conservation Restriction; to require the restoration of the Protected Property to its previous condition; to enjoin such non-compliance by ex parte temporary or permanent injunction in a court of

competent jurisdiction; and/or to recover any damages arising from such noncompliance. Such damages, when recovered, may be applied by the Grantee, in its sole discretion, to corrective action on the Protected Property. If such court determines that the Grantor has failed to comply with this Conservation Restriction, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs and reasonable attorneys fees, in addition to any other payments ordered by such court. If such court determines that the Grantor did not fail to comply with this Conservation Restriction, Grantee shall reimburse Grantor for any reasonable costs of enforcement, including costs of restoration, court costs and reasonable attorneys fees, in addition to any other payments ordered by such court.

**10.1 Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Protected Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period for cure to expire.

**10.2 Failure to Act or Delay.** The Grantee does not waive or forfeit the right to take action as may be necessary to insure compliance with this Conservation Restriction by any prior failure to act and 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 Conservation Restriction.

**10.3 Violations Due to Causes Beyond Grantor's Control.** Nothing herein shall be constructed to entitle the Grantee to institute any enforcement proceedings against the Grantor for any changes to the Protected Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons. In the event of violations of this Conservation Restriction caused by unauthorized wrongful acts of third persons, at Grantee's option, Grantor agrees to assign its right of action to Grantee, to join in any suit, and/or to appoint Grantee its attorney-in-fact for the purposes of pursuing enforcement action.

**11. Parties Subject to Restriction.** The covenants agreed to and the terms, conditions, and restrictions imposed by this grant shall not only be binding upon the Grantor but also its lessees, agents, personal representatives, successors and assigns, and all other successors to Grantor in interest and shall continue as a servitude running in perpetuity with the Protected Property.

**12. Subsequent Transfers.** The Grantor agrees that the terms, conditions, restrictions and purposes of this grant or reference thereto shall run with the land and be a continuing burden on the land. All terms, conditions, restrictions and purposes of this grant or reference thereto will be inserted by Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Protected Property; and Grantor further agrees to notify Grantee of any pending transfer at least thirty (30) days in advance, provided that failure to give such notice shall not affect the validity of any such transfer.

**13. Merger.** The Grantor and Grantee agree that the terms of this Conservation Restriction shall survive any merger of the fee and restriction interest in the Protected Property.

**14. Assignment.** The parties hereto recognize and agree that the benefits of this Conservation Restriction are in gross and assignable, and the Grantee hereby covenants and agrees that in the event it transfers or assigns the restriction it holds under this indenture, the organization receiving the interest will be a qualified organization as that term is defined in Section 170 (h) (3) of the Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder, which is organized and operated primarily for one of the conservation purposes specified in Section 170 (h) (4) (A) of the Internal Revenue Code, and Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which the contribution was originally intended to advance. In the event assignment becomes necessary, the rights and duties hereunder shall be assigned to the following named entities, if they shall qualify as assignees and shall accept assignment, in the following order: (1) The Housatonic Valley Association, Inc. (2) The Weantinogue Heritage Trust, and (3) The Nature Conservancy of Connecticut, Inc.

**15. Amendment.** In the event that unusual and unforeseen circumstances and conditions arise which, in the judgment of Grantor and Grantee, justify the modification of any provision of this Conservation Restriction, Grantor and Grantee by mutual consent may amend such provision, provided that the amendment is not inconsistent with conservation purpose of this restriction; will not result in a net degradation of the conservation values of the property; will not affect the enforceability of the easement; and is accomplished in compliance with any applicable state statutes and with section 170(h) of the Internal Revenue Code of 1986. Any such amendment shall be recorded in the official land records where the Protected property is located. Notwithstanding the foregoing, the Grantee and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Restriction or to allow any residential, commercial or industrial structures or any residential, commercial or industrial activities not provided for above.

**16. Extinguishment.** If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Restriction can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. If any change in conditions ever gives rise to

extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange or involuntary conversion of the Protected Property, shall be entitled to a portion of the proceeds in accordance with paragraph on Proceeds below, subject, however, to any applicable law which expressly provides for a different disposition of proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein,

16.1 Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise for the purposes of this paragraph to a property right, immediately vested in the Grantee, with a fair market value determined by multiplying the then current fair market value of the Protected property unencumbered by this Restriction (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of this Restriction at the time of this grant to the value of the Protected Property, without deduction for the value of this Restriction, at the time of this grant. The values at the time of this grant shall be determined using methods used to calculate the deduction for federal income tax purposes allowable by reason of this grant pursuant to Section 170(h) of the Internal Revenue Code of 1986, as amended. For the purposes of this paragraph the ratio of the value of this Restriction to the value of the Protected Property unencumbered by this Restriction shall remain constant.

17. Eminent Domain. Whenever all or part of the Protected Property is taken in exercise of eminent domain by public, corporate or other authority so as to abrogate the restrictions imposed by this Conservation Restriction, the Grantor and the Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds shall be divided between Grantor and Grantee in accordance with the paragraph 16, and Grantee's proceeds shall be used as specified above. All expenses uncured by the Grantor and the Grantee in such actions shall be paid out of the recovered proceeds.

18. Governmental Regulation. The exercise of any right reserved by Grantor under this Conservation Restriction document shall be in compliance with all applicable federal, state, and local regulations, in addition to complying with the Conservation Restriction document. The inclusion of any reserved right in this document requiring a permit from a public agency does not imply that Grantee takes any position on whether such permit should be issued.

19. Miscellaneous Provisions.

19.1 Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction 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.

19.2 Successors and Assigns. The term "Grantor" shall include the Grantor and the Grantor's heirs, executors, administrators, successors and assigns and shall also mean the masculine, feminine, corporate, singular or plural form of the word as needed in the context of its use. The term "Grantee" shall include the Sharon Land Trust, Inc. and its successors and assigns.

19.3 Re-recording. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; for such purpose, the Grantor appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any necessary instrument on its behalf. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.

19.4 Captions. The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Restriction and shall have no effect upon construction or interpretation.

19.5 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

19.6 Notices. Any notices required in this Conservation Restriction shall be sent by registered or certified mail to the following address or such address as may be hereafter specified by notice in writing:

b. The current valuation for the Frost easement is \$630,000 and the CL&P parcel is \$405,000

c. 1. There is no pending subdivision plan but the Frost family is receiving unsolicited offers from developers.

2. The map showing the property in relationship to adjacent protected land is attached to Part A cover sheets.

3. This is not an historic property.

4. Letters of support are attached.

5. The SLT uses trained volunteers to conduct baseline surveys, monitoring and maintenance.

6. Letters of commitment from the Frosts and CL&P are attached as well as the valuation letter from the appraiser.

7. In Part 1.2 the SLT intends to order appraisals as specified in Part C.1 and C.2.

# YAHOO! MAIL

Print - Close Window

**From:** "George" <devoe@mohawk.net>  
**To:** "Larry Power" <plumcreek498@yahoo.com>  
**Subject:** Frost numbers  
**Date:** Sat, 6 Jan 2007 12:30:55 -0500

Greetings,

The Excel spreadsheet shows five values in the yellow square on the "Comparable Date" tab (the other is the chart). The \$875,000 looks at the 19.69 acres as a whole. Since no sensible "buyer" would look at this as other than the potential for at least two quick lots divided by the house parcel, I have given values for the two sides as well. To the south it is roughly 7.78 acres, to the north 11.91. These add up to \$1,125,000. This reduced by a factor of twenty percent is \$900,000, which is close to the \$875,000. This factor is the Sum of the Parts, or developer's factor. There would be expenses and time factors to subdivide even into two parts, and there would be the need for "profit."

The CL&P parcel came up at \$425,000, and is punished by the 100-Year Flood (presuming it is buildable). The second exhibit creates a punishment factor of (only) \$20,000. This nets the CL&P parcel at \$405,000.

The Chart tab shows that the subject values (yellow triangles) area all above the curve, but not aggressively above.

With best wishes,

*George De Voe*

## Attachments

### Files:

 FrostCL\_PFlood\_exh.doc (157k) [\[Preview\]](#)

62 River Road  
Cornwall Bridge, CT 06754  
June 18, 2007

The Trustee Sub Council for Connecticut Housatonic River Basin  
Housatonic River Basin Natural Resources Restoration Project  
c/o Mr. Michael Powers  
Connecticut Department of Environmental Protection,  
Inland Fisheries Division  
79 Elm Street  
Hartford, CT 06105-5127

Dear Members of the Trustee Sub Council:

This letter confirms that my wife and I have had extensive discussions with Larry Power of the Sharon Land Trust concerning our property. It is our intention to sell a conservation easement on our property at 62 River Road, Sharon, Connecticut to the Sharon Land Trust.

Sincerely,

  
John A. Frost

  
Charlotte G. Frost



**Northeast  
Utilities System**

107 Selden Street, Berlin, CT 06037

Northeast Utilities Service Company  
P.O. Box 270  
Hartford, CT 06141-0270  
(860) 665-5000

June 18, 2007

The Trustee Sub Council for Connecticut Housatonic River Basin  
Housatonic River Basin Natural Resources Restoration Project  
c/o Mr. Michael Powers  
Connecticut Department of Environmental Protection,  
Inland Fisheries Division  
79 Elm Street  
Hartford, CT 06106-5127

Dear Members of the Trustee Sub Council:

This letter is to inform the Trustee Sub Council that The Connecticut Light and Power Company ("CL&P"), a subsidiary of the Northeast Utilities (NU), supports the Sharon Land Trust's efforts to purchase a 4.56 acre property owned by CL&P on River Road in Sharon, Connecticut (the "Property"). The Sharon Land Trust informed CL&P that it seeks to purchase the Property in order to help restore and rehabilitate aquatic and natural resources, and recreational access, along the Housatonic River.

The terms of the proposed sale of the Property would need to be reflected in a mutually acceptable purchase and sale agreement, which must be approved by governmental agencies having jurisdiction over its sale as well as CL&P's Board of Directors.

Sincerely,

Salvatore Giuliano  
Manager-Corporate Property Management  
Northeast Utilities Service Company  
As Agent for CL&P





**TABLE 1 NRD FUNDING BY FISCAL YEARS**  
**Conservation of the Frost and CL&P Riverfront Properties in Sharon, CT**

**Housatonic Valley Association and the Sharon Land Trust**

EXPENSE CATEGORY (See App. A)	FISCAL YEAR			
	FISCAL YEAR 1	FISCAL YEAR 2	FISCAL YEAR 3	FISCAL YEAR 4
A. SALARIES	Housatonic River NRD Funds	Housatonic River NRD Funds	Housatonic River NRD Funds	Housatonic River NRD Funds
Land Protection Director,	2,080	3,120	2080	N/A
Communications Director,	500	0	0	
Finance Director,	300	300	300	
HVA GIS Director,	300	0	0	
B. OVERHEAD AND BENEFITS	540	590	405	
C. CONTRACTED SERVICES	13,000	6,500	0	
D. SUPPLIES, MATERIALS AND EQUIPMENT	1,000	0	0	
E. TRAVEL	175	350	175	
F. PERMIT APPLICATION FEES	200	0	0	
G. LAND ACQUISITION COSTS	300,000 Easement	0	405,000	
H. LAND ACQUISITION FEES	\$1,088	0	2,465	
<b>TOTAL BY FISCAL YEAR</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
	\$319,183	\$10,860	\$410,425	

**GRAND TOTAL (sum of boxes 1+2+3+4)**  
 [This sum is the total NRD fund request and

\$740,468

TABLE 2. PROJECT BUDGET SUMMARY BY TASK AND FUNDING SOURCE

PROJECT TITLE:	Conservation of the Frost and CL&P Riverfront Properties in Sharon, CT							
SPONSOR NAME:	Housatonic Valley Association and the Sharon Land Trust							
TASK <sup>2</sup>	HOUSATONIC RIVER NRD FUNDS	OTHER CONTRIBUTIONS			TOTAL COST BY TASK			
		COMMITTED	NOT COMMITTED					
A. Purchase land and easement.	705,500	0	Land trust to raise 300,000 HVA to raise 30,000	1,035,000				
Land acquisition preparation, negotiation, surveys, appraisals	19,500	5,497	0	24,997				
Trail siting, permitting, cutting, maintenance and public outreach	6,461	3,346	0	9,807				
Baseline surveys, land management, easement monitoring and amphibian monitoring	0	3,585	0	3,580				
State regulatory approvals, HVA travel.	5,954	0	0	5,954				
F.								
G.								
<b>TOTAL BY FUNDING SOURCE</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>				
	702,338	12,428	330,000	<b>GRAND TOTAL</b> 1,044,766				

<sup>2</sup> The listed tasks should correspond with information provided in the Project Implementation Plan.

**PART D PROJECT BUDGET NARRATIVE AND FORMS**

**Budget Narrative.**

**Conservation of the Frost and CL&P Riverfront Properties in Sharon, CT**

**PERSONNEL**

Year 1: Land Protection Director 2% FTE to work with CL&&P to obtain DPUC approval \$1,040  
Finance Director, grant funds management, 1% FTE. \$300

Trail and Public Outreach:

Land Protection Director, 2% FTE to assist with land acquisition, assist land trust to obtain local permits coordinate with the AT management club \$1,040

Communications Director, 2% FTE, for public outreach to publicize the project and put together the trail/educational brochure. \$500

HVA GIS Director, create map for trail brochure and interpretive sign, \$300.

TOTAL YEAR 1 HVA SALARIES: \$3,180

Year 2: Land Protection Director, 3% to work with CL&&P to obtain DPUC approval. \$1,560  
Finance Director, grant funds management, 1% FTE. \$300

Trail and Public Outreach: Land Protection Director, 3% FTE to assist with land acquisition, coordinate with the AT management club \$1,560

TOTAL YEAR 2 HVA SALARIES: \$3,420

Year 3: Land Protection Director, 2% FTE to work with CL&&P to obtain DPUC approval, compiling data and reporting to funder. \$1,040

Finance Director, grant funds management, 1% FTE. \$300

Trail and Public Outreach: 2% FTE to assist with land acquisition, coordinate with the AT management club \$1,040

TOTAL YEAR 3 HVA SALARIES: \$2,380

***Taxes and Benefits***

17% of salaries TOTAL YEAR 1 : TAXES AND BENEFITS: \$540  
Regulatory approval: \$216  
Trail: \$ 324

TOTAL YEAR 2: TAXES AND BENEFITS: \$590  
Regulatory approval: \$295  
Trail \$295

TOTAL YEAR 2: TAXES AND BENEFITS: \$405  
Regulatory approval: \$203  
Trail: \$202

**SUPPLIES**

Year 1: Preparing and photocopying the two-sided 8.5" x 11" handout trail/educational brochure showing the riverfront trail, a history of the PCB contamination and cleanup and how landowners can protect the river with natural buffers. \$1,000

TOTAL YEAR 1 SUPPLIES: \$1,000

**CONSULTANTS**

Year 1: Appraiser. Two Yellow Book appraisals @ \$3,500 each.  
Surveyor. One survey for the Frost property @ \$6,000

TOTAL YEAR 1 CONSULTANT FEES: \$13,000

Year 2: Appraiser. One Yellow Book appraisals @ \$3,500  
One survey for the CL&P property @ \$3,000

TOTAL YEAR 2 CONSULTANT FEES: \$6,500

**TRAVEL**

HVA staff attending meetings in New Britain and Berlin

Year 1: 3 trips to Berlin RT 120 miles each @ \$0.485 (IRS 2007)

TOTAL YEAR 1 TRAVEL: \$175

Year 2: 6 trips to Berlin and New Britain RT 120 miles each @ \$0.485 (IRS 2007)

TOTAL YEAR 2 TRAVEL: \$3350

Year 3: 3 trips to Berlin and New Britain RT 120 miles each @ \$0.485 (IRS 2007)

TOTAL YEAR 3 TRAVEL: \$175

**VOLUNTEERS**

Year 1: Acquisition: Negotiate Frost easement sale. Land Trust president. 50 hours at \$23.90 (Independent Sector, 2005 figure) \$1,195

Stewardship: Prepare Frost baseline documentation. 1 volunteer @ 20 hours at \$23.90 (Independent Sector, 2005 figure) \$478

L. Doss and Marvelwood students monitor and report on amphibian populations. 6 volunteers @ 30 total hours at \$23.90 (Independent Sector, 2005 figure) \$717

Trail preparation. 4 volunteers 20 total hours at \$23.90 (Independent Sector, 2005 figure) \$478

TOTAL YEAR 1 IN-KIND SALARY DONATION: \$2,390

Year 2: Acquisition: Negotiate CL&P sale. Land Trust president. 100 hours at \$23.90 (Independent Sector, 2005 figure) \$2,390

Stewardship: Prepare CL&P baseline documentation. 1 volunteer @ 20 hours at \$23.90 (Independent Sector, 2005 figure) \$478

L. Doss and Marvelwood students monitor and report on amphibian populations. 6 volunteers @ 30 total hours at \$23.90 (Independent Sector, 2005 figure) \$717

Trail preparation Trail cutting. 4 volunteers 50 total hours at \$23.90 (Independent Sector, 2005 figure) \$1,195

Prepare brochure. 1 volunteer 20 hours at \$23.90 (Independent Sector, 2005 figure) \$478

TOTAL YEAR 2 IN-KIND SALARY DONATION: \$5,258

Year 3: Acquisition: Close the CL&P sale. 80 hours at \$23.90 (Independent Sector, 2005 figure) \$1,912

Stewardship: Monitor Frost easement. 2 volunteers @ 20 total hours at \$23.90 (Independent Sector, 2005 figure) \$478

L. Doss and Marvelwood students monitor and report on amphibian populations. 6 volunteers @ 30 total hours at \$23.90 (Independent Sector, 2005 figure) \$717

Trail maintenance. 4 volunteers 50 total hours at \$23.90 (Independent Sector, 2005 figure) 1,195

TOTAL YEAR 3 IN-KIND SALARY DONATION: \$4,302

**PERMIT APPLICATION FEES**

Year 1: Sharon Inland Wetland application fee. \$200

DEP Inland Wetlands and Watercourses fee. \$0

TOTAL YEAR 1 PERMIT APPLICATION FEES: \$200

**EASEMENT/LAND ACQUISITION COSTS**

YEAR 1: Cost of Frost easement: \$630,000 Note: Attached to the Part B Narrative is a property valuation sheet from George DeVoe, the Land Trust's appraiser. The initial value of the property was established to be \$1,125,000 if the land were divided into two lots. The value was then reduced to \$900,000 to account for the costs to a developer for the to obtain subdivision and other local approvals. The general value of the development rights, without a full appraisal, is calculated to be 70 percent of the total value.

YEAR 2: No land acquisition costs

YEAR 3: Cost of CL&P property: \$405,000

**LAND ACQUISITION FEES**

Year 1: Legal fee: \$750

Title search: \$200

Recording fee for easement: Page 1 @ \$43, each additional page @\$5. Approximately 20 pages @ \$138 total

TOTAL YEAR 1 LAND ACQUISITION FEE: \$1,088

Year 2: No land acquisition fees

Year 3: Legal fee: \$1,000

Title insurance: \$1,400

Recording fee for acquisition: Page 1 @ \$43, each additional page @\$5. Approximately 5 pages @ \$63 total

Transfer tax: \$2

TOTAL YEAR 3 LAND ACQUISITION FEES: \$2,465

# Marvelwood School, Advanced Field Studies I

## Frost Property Pools

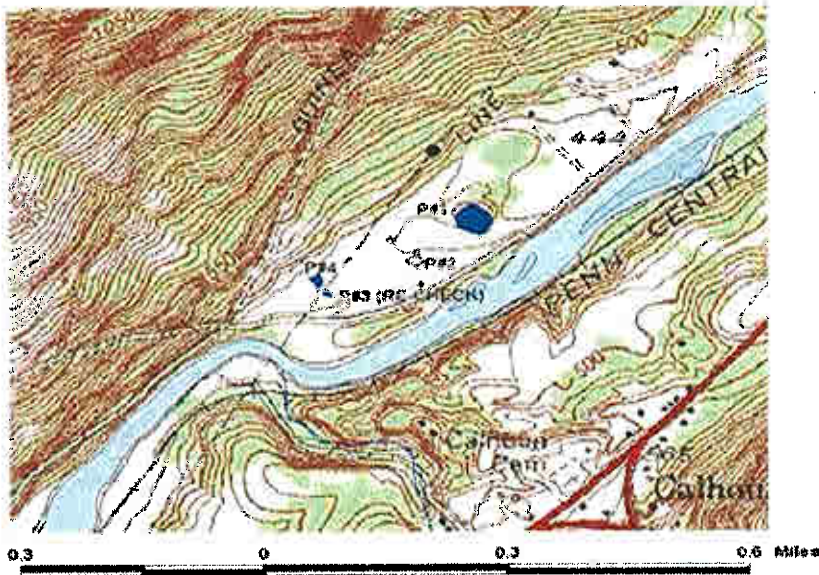
Date(s) Visited: May 4<sup>th</sup> & May 11<sup>th</sup>, 2007

Time: 8:30 am to 10:00 am

Observer(s) Name(s): Ms. Doss, Erin Carlton, Devin Diao, Michael Juster, Joe Brown, & Jon Salamone.

### Topographic GIS Map of Pool Locations

## Location of Frost Pools



### Methodology & Results of Quick Survey of Pools on Property:



Figure 1. Pool #1 (Kettle Pool)



Figure 2. Pool #2 (House Pool A)



**Figure 3. Pool #3 (House Pool B)**



**Figure 4. Pool #4 (Pasture Pool)**

Students used a variety of nets to sample each pool. Since time was a limiting factor for the class, six dips of the net were used in each pool. Students who did not have nets walked around the perimeter of the pool using a GPS unit to make a track log of the pool as well as to look for egg masses from the edges of the pool. Students also turned over logs and rocks around the pool to look for salamanders and wood frogs. Out of the four pools visited, 3 of the 4 pools were either created and/or altered by humans for various purposes. The remaining pool, a kettle pool, retained its natural origin and properties. Regardless of the origin of these pools, many functioned as semi-permanent to permanent vernal pools used as breeding habitat by amphibians. We found vernal pool obligate (indicator) species breeding in pools 1, 2, & 3.

The kettle pool probably qualifies as an area of concern under Connecticut's Comprehensive Wildlife Conservation Strategy (CCWCS) under Habitat 7: Sparsely Vegetate Inland and Wetland. The second date we visited we focused on the small seasonal feeder streams/springs feeding what we called pools 3 & 4. We did find the Dusky Salamander using these areas, which is listed as an important species in the CCWCS report. It would be interesting to study these pools during the early spring amphibian migration as well as in the fall to look for Blue-Spotted, Marbled and possibly Spring Salamanders. Turtle studies would also be interesting given the close proximity of these pools to the river there is the potential for wood turtles. Spotted turtles would be another species to be on the lookout for in and near these pool areas. Snapping turtles have been reported near the pools by the owners of the property. Our time was limited so it is difficult to fully assess the amphibian population given the time restraints and collection methods used.

### Organisms Discovered In Pools

Pool 1 (Kettle Pond)		Pool 2 (House Pool A)	
Wood Frog	10 egg masses	Bullfrog tadpoles	20
Spotted Salamander	> 50 egg masses	Spotted Salamander	4 egg masses
Jefferson Salamander	2 egg masses	Pond Snails	> 50
Pool 3 (House Pool B)		Eastern Newts	> 50 adults
Pickrel Frog egg masses	10 egg masses	Dragonfly Larvae	2
Spotted Salamander	> 25 egg masses	Pool 3 (Pasture Pool)	
Eastern Newts	20 adults	Unknown Tadpoles (no pictures)	~5
		Pickrel Frog egg masses	2
Red lettering identifies organisms as a CCWCS Very Important Species.		Blue lettering identifies organism as a CCWCS Important Species.	

**Pictures of organisms collected:**

**(Note: Multiple Salamander egg mass pictures due to different stages of development and different types (i.e. cloudy vs. non-cloudy egg mass))**



**Pickerel Frog Egg Mass**



**Spotted Salamander EM 1**



**Spotted Salamander EM 2**



**Spotted Salamander EM 3**



**Spotted Salamander EM 4**



**Wood Frog Egg Mass (hatching)**



**Jefferson Salamander Egg Mass**



**Dragonfly larvae and snails**



**Eastern Newt**



**Bullfrog tadpole**

**Organisms Discovered near seasonal stream/spring seepage areas: Dusky Salamander**





# E|E|C|O|S

Ecological and Environmental Consulting Services, Inc.

Larry Powers  
Sharon Land Trust  
P.O. Box 1027  
Sharon, CT 06069

June 4, 2007

Re: Kettle pond on Frost property

Dear Mr. Powers,

In response to your inquiry for some expanded description with regard to the kettle pond on John and Charlotte Frost's property on River Rd. in Sharon, I submit the following:

A kettle pond is formed as a result of earth subsidence in glacially deposited materials generally in the outwash zone of retreating ice sheets. Blocks of remnant glacial ice near the terminal zone become buried in the outwash deposits of stratified drift washing off the ice or out of glacial melt water streams. Insulated by the overburden of sand and gravel, the ice can take centuries to melt but eventually leaves a void into which the earthen materials above eventually collapse. In the case of the pond on the Frost property, the postglacial subsidence resulted in a depression deep enough to expose the water table to the surface. A water table controlled kettle pond has no defined inlet or outlet as is the case here. In general kettle ponds have steeply sloping sides of relatively uniform slope angles such as is the case again with this pond. Perhaps the most celebrated kettle pond in the New England landscape was Walden Pond made famous by the naturalist Henry David Thoreau. Thoreau, himself, even postulated that its name may have derived from the early descriptions of its stone-strewn, sloped shorelines which the earliest settlers in Concord, Massachusetts may have referred to simply as "walled-in pond". Sadly for Mr. Thoreau's legacy and that particular kettle pond, development, a rail line, roads, and a large visitor parking lot have occurred all around it not the least of which was a poorly sited landfill. Several years ago, a major fundraising effort was undertaken to protect the remaining Walden woods from further development. Given all of the above, the Frost's diminutive kettle pond reveals two significant conservation values within the landscape.

Starling Childs, MFS  
Anthony Irving, MES  
Principals

P.O. Box 11  
Norfolk CT 06058  
Telephone & Fax  
(860) 542-5569

25 Honey Hill Lane  
Lyme CT 06371  
Telephone & Fax  
(860) 434-2390

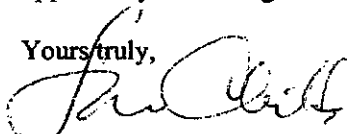
Ecological Inventories  
Wetlands Analysis  
Forestry  
Environmental  
Impact Studies  
Easements  
& Estate Planning

The first is that it is part of a defined stratified drift aquifer that is hydraulically connected to the Housatonic River by virtue of the elevations shown on the USGS topographic map. Looking at the map with a magnifying lens, one sees the depression contour line with the hatch marks around the pond indicating that the pond is below the 420 foot contour interval placing it at roughly the same elevation as the shoreline of the river. Water levels in the pond may drop seasonally as the river drops due to subsurface water flows and lateral discharge from the aquifer to the river. In general, the water found in stratified drift aquifers is naturally filtered and purified as it passes through the porous sandy and gravel rich materials thus ensuring that high quality water discharges to the river or other surface waters. Protecting a stratified drift aquifer from surface development and the subsequent potential for sub-surface pollution is essential for the maintenance of clean water. The state of Connecticut DEP has made stratified drift aquifers a high priority for future land protection efforts.

The second, and no less important feature of this kettle pond, is that it retains water throughout the spring amphibian spawning season and well into the summer, if not year round. As such, it constitutes an ancestral pool that can be relied on from generation to generation by a myriad of woodland amphibians. Fish cannot enter the pond for predation by virtue of no stream connections and breeding amphibians can successfully spawn there regardless of the vagaries of the spring rainfall which often fails to maintain other shallow vernal breeding pools. The Frost kettle pond is amply surrounded by shrub and woodland cover in the uplands that provide habitat for the amphibians once they emerge from the pond. Protecting both the woodlands and fields around vernal ponds for obligate amphibian species of frogs and salamanders has become an objective of many land preservation strategies throughout the country. Woodland amphibians have been on the decline and many populations are endangered as changing land use, climate change, and other vectors such as roads and obstructions to annual migrations limit their chances of breeding success in ancestral pools. There is no doubt that this particular kettle pond with its woodland surrounds is a significant refuge for any number of species of amphibians, and somewhat unique to the floodplains of the Housatonic River corridor.

With all of the above as prologue, it is the opinion of EECOS, Inc. Environmental Consultants that long term protection and preservation of the Frost property including not only the kettle pond but much of the woodland and prime agricultural land around it is a worthwhile and noble effort. Thank you for the opportunity to once again be involved with this process.

Yours truly,



Starling W. Childs, MFS  
Connecticut Certified Forester # F-000100



Connecticut Chapter

The Nature Conservancy  
Northwest Highlands Project  
24 Center Street  
Winsted CT 06098

tel [860] 738-9324  
fax [860] 738-9329  
nature.org

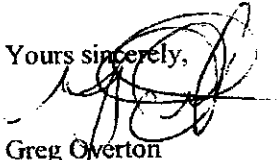
To Whomever it may concern,

The Nature Conservancy Northwest Highlands Program in northwest Connecticut completely supports the efforts of the Sharon Land Trust and their proposal to purchase an easement on the Frost property on River Road in Sharon.

The mission of the Conservancy is to conserve important biological diversity and the habitats on which they require to survive, and the Sharon Land Trust efforts to conserve the important kettle pools on the Frost property fall completely in line with our mission. These pools provide critical habitat for numerous important biological diversity in the area, most notably substantial amphibian populations. Opportunities to protect unique areas such as the kettle pools are few and far between, and the Conservancy applauds and supports Sharon Land Trusts efforts to preserve this land.

The Conservancy has long encouraged the preservation of the Region's open spaces and critical areas, and this Grant Application is certainly in keeping with the goals of the Conservancy in the northwest corner and will be important in maintaining the character and biological vitality of the area.

Yours sincerely,



Greg Overton  
Director, Northwest Highlands Landscape Program  
The Connecticut Chapter of The Nature Conservancy

# HOUSATONIC RIVER COMMISSION

*"to coordinate on a regional basis the local management and protection of the Housatonic River Valley in northwestern Connecticut"*

(860) 868-7341

17 SACKETT HILL ROAD • WARREN, CONNECTICUT 06754

June 15, 2007

The Trustee Sub Council for Connecticut Housatonic River Basin  
Housatonic River Basin Natural Resources Restoration Project  
c/o Mr. Michael Powers  
Connecticut Department of Environmental Protection,  
Inland Fisheries Division  
79 Elm Street  
Hartford, CT 06106-5127

Dear Members of the Trustee Sub Council:

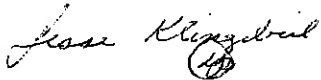
The Housatonic River Commission supports the Housatonic Valley Association (HVA) and Sharon Land Trust's application to protect approximately 20 acres of undeveloped Housatonic Riverfront land which extends for approximately 2,742 feet along the western shore adjacent to River Road in Sharon, Connecticut. The Sharon Land Trust will acquire a conservation restriction over about 15 acres of Housatonic Riverfront, a small island, and open fields with small forested ponds owned by the Frost family. Additionally, the land trust will acquire the fee interest in the adjacent 4.56-acre undeveloped riverfront parcel owned by the Connecticut Light and Power Company (CL&P).

The properties are immediately north of the federally-protected Appalachian National Scenic Trail (AT) corridor, augmenting five miles of permanently conserved riverfront on both shores owned by the National Park Service (NPS), the Connecticut Department of Environmental Protection (DEP), HVA the and the Appalachian Trail Conservancy. The CL&P parcel abuts the AT Swift's Bridge property and is visited by Appalachian Trail hikers, boaters, birders, fishermen and others who enjoy visiting the Housatonic River shoreline.

Protecting the riverfront and upland will prevent erosion and clear-cutting from potential development and ensure that the river bottom will be shaded and not be silted in, allowing macroinvertebrates to thrive, maintaining the food supply upon which the entire riverine ecosystem depends. The floodplain forest and riparian habitat will also be permanently protected for wildlife and waterfowl and the adjacent fields and small forested ponds will remain as suitable for breeding amphibians.

The Housatonic River Commission believes this project will restore and rehabilitate aquatic and natural resources, and recreational access, along the Housatonic River and is pleased to offer our support.

Sincerely,

A handwritten signature in cursive script that reads "Jesse Klingebiel". The signature is written in dark ink and is positioned above the printed name.

Jesse Klingebiel  
Chairman Housatonic River Commission