RIVERS ALLIANCE OF CONNECTICUT
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TO: Sen. Anthony Musto and Rep. Ed Jutila, Chairmen,
and Members of the Committee on Government Administration and Elections
RE: AAC The Conveyance of Certain Parcels of State Land
DATE: March 17, 2014

Rivers Alliance of Connecticut is the statewide, non-profit coalition of river organizations, individuals, and businesses formed to protect and enhance Connecticut's waters by promoting sound water policies, uniting and strengthening the state's many river groups, and educating the public about the importance of water stewardship.

Dear Chairmen Musto and Jutila, and Honorable Members of the GAE Committee:

Thank you for the opportunity to comment on the 2014 Conveyance Act. I may not be able to attend in person, so I will begin with the two sections that I would draw to your attention if testifying in person.

Section 11 is of special interest to Rivers Alliance because it concerns public water supply reservoirs on the campus of Connecticut Valley Hospital in Middletown. These reservoirs and their surrounding Class I and Class II lands could be lost as a public benefit. It is quite likely that the Department of Mental Health or a future property owner may seek to abandon these reservoirs in favor of an alternate source of supply. We believe that in the interest of the residents of the state, and given the regional problems with public water supply, these reservoirs should be maintained in the public trust as viable water sources. They could perhaps be maintained only as backup reservoirs, but we hope that the Department of Public Health will not approve abandonment.

This hope, however, might not be fulfilled. Therefore, in order to preserve these reservoirs and the watershed lands around them, we support the proposal in Section 11 to grant a conservation easement to a non-profit organization. There has been considerable debate recently over whether the legislature has the authority to require the state to grant a conservation easement and even over whether the state has the authority to put an easement on the lands it has purchased. We hope you will find that an easement is legally possible.

An attorney contacted our office about the propriety of conveying an interest in state property to an unnamed organization. I replied that I have seen this before, but our strong preference would be that the grantee be named or at least be defined by mission. The easement could be in favor of a non-profit organization having the mission of land conservation for the benefit of the public.

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Section 8 concerns the conveyance of three small park parcels in East Haddam from the state to the town. The proposed project is, to our understanding, a good idea. But we oppose the language that in effect nullifies part of the deed. It reads:

"(b) Notwithstanding a certain restriction contained in the deed from George Comer to the state of Connecticut, dated July 10, 1935, and recorded on October 17, 1935, in the town of East Haddam Land Records in volume 51, page 509, that the two parcels conveyed in said deed constituting the second and third parcels described in subsection (a) of this section were conveyed for recreational and demonstration purposes, the Commissioner of Energy and Environmental Protection may convey said parcels to the town of East Haddam free of said restriction, provided, if said parcels are so conveyed, the town of Haddam may only use said parcels for open space, recreational, agricultural and municipal purposes. ..."

This kind if language is not unprecedented in the Conveyance Act, however, I do not know if such a conveyance has actually been accomplished. **We oppose using the Conveyance Act to override, alter, or nullify language in a deed governing the acquisition of property by the state.** Legislative alteration of a deed may be blocked under the Contracts Clause of the US Constitution (the crux may be whether a deed is a contract under Connecticut law) or under other law. We hope the Committee will look into this matter in the future. **Meanwhile, it does not appear that deed alteration is needed to accomplish the proposed project.** So we recommend deleting this language.

Section 1 is an amendment of an amendment of special act 07-11. This underscores the frequent difficulty of understanding the import of sections of the Conveyance Act. The property is a quite large piece: 20 acres. It is to move from the Department of Corrections to East Lyme, and the new language permits the town to lease that land for agricultural purposes. **We request that in cases in which the state is conveying land or an interest in land for agricultural purposes that some provision be made in the transfer to require a management plan or other instrument to protect water or other valuable natural resources on the property.** These agricultural conveyances provide an excellent opportunity to promote environment-friendly farming. We would also ask that the potential lessee be identified in some manner, perhaps with a preference for an educational institution or land conservation organization.

Section 2 ff. It would be extremely helpful if conveyance proposals would indicate if the property includes or abuts any significant natural resource, such as headwaters.

Section 5 is an amendment of an earlier act. It is a small land swap involving an individual property owner. **We ask that land-swap language indicate whether or not the swap meets the DEEP criteria for a swap or at least state the purpose of the swap.** As far as I know, this swap is fine on its merits. It has to do with either a driveway or a septic system (or something else).

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Section 6 is vague on the characteristics of the property being conveyed (as is usually the case) and also vague on the purposes. It is to be used "for an animal sanctuary, wildlife preserve or other nature preservation purpose." **As with proposals for agricultural use, we ask that this conveyance include as appropriate stipulations for the protection of any important natural resources on the property, such as prime farmland or cold water streams.** We recommend that the purpose be more precisely defined.

Sec. 7 is very confusing. It concerns the conveyance of a 2.6 acre piece of the American Legion and Peoples State Forest in Barkhamsted. The Act reads, "The town of Barkhamsted shall use said parcel of land and improvement for a senior and community center and related purposes. " One of our members, who is familiar with the charitable intent of the creation of this park, was distressed. The land was not meant to be used for this purpose, he said. However, it seems that the senior center is already in place; the parcel has been leased to Barkhamsted for considerable time; the lease has expired; and DEEP has been slow to renew the lease. **We sympathize with town's impatience, but ask that the possibility of an acceptable lease-renewal be explored, and, also, whether the problem is dealt with by lease or conveyance, that protections be put in place to limit disturbance of the original gift.**

Two comments in closing: It is difficult to figure out what the state's policy is for leases and in many cases the transaction is kept secret for a considerable time (under an FOIA exemption). Second, the 2014 Act is somewhat unusual and simpler in that no pieces are being sold for anything more than a dollar or administration costs.

Thank you for your attention.

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