



TO: Sen. Steve Cassano and Rep. Ed Jutila, Chairmen,  
And the Members of the Government Administration and Elections Committee

Testimony from Rivers Alliance of Connecticut  
Public Hearing, Monday, March 16, on  
H.B. No. 6998 AAC THE CONVEYANCE OF CERTAIN PARCELS OF STATE LAND.

*Rivers Alliance of Connecticut is a statewide non-profit organization, founded in 1992, as a coalition of river organizations, other conservation non-profits, individuals, and businesses working to protect and enhance Connecticut's rivers, streams, aquifers, lakes, and estuaries. We promote sound water policies and water stewardship through education and assistance at the local, regional, and state levels.*

Thank you for the opportunity to remark on this bill. As you may know, Rivers Alliance is a member of the ad hoc State Lands Working Group, which has been meeting with state officials on ways to protect state conservation lands better and to bring more clarity to the annual Conveyance Act. This year's Act is more detailed and more consistent in the information given in each section than in the past. However, it still poses many complicated questions. And it is difficult if not impossible to get answers when there is so little time between the release of the language and the public hearing. The bill first began to circulate on Thursday, March 12; on the weekend, of course, most town halls are closed. So there was almost no time for research. Therefore the following comments are necessarily tentative.

I will start with the last two sections, having had some experience with small rock and gravel mining operations.

**Sections 14 and 15 should not go forward until and if they can be shown to provide fair compensation to the public and to protect water and other natural resources.** These are earth-mining deals that, on the basis of the available information, will be harmful to the environment and not financially beneficial to the public. To understand the finances requires an estimate of the value of the materials being removed. This is not given, but good quality gravel and rock are expensive. If the state is providing access, the state should be negotiating for a greater return, for example, a royalty by the ton or the cubic yard.

In all sections of the Act, the conveyances are subject to the approval of the state Properties Review Board, but this Board does not believe it has the authority to question the wisdom of the conveyances. As I understand it, the Board only reviews that the paperwork complies with what legislators have ordered.

**Under Section 15, in exchange for a ten-year easement across state lands in Plainfield and Killingly, the state will get \$20,000 and Plainfield will get 48 acres, *after* they have been mined. This possibly is worse than peanuts, depending on the condition of the land and property values once the work is finished. What's in it for the people of Connecticut? Will the state and Plainfield get a mark-down on the materials they have allowed the excavator to take? What is Plainfield going to do with the 48 stripped acres? Will they remain open space or what?**

Gravel and rock mining are always destructive of aquifers and natural surface-water flows. The best gravel is typically alongside a river, in this case the Quinebaug. Permits to mine should limit what can be taken from where and how much must be left. Different sites have different geological and ecological features that need protection. The land should not be excavated all at once; the work should go cell by cell, with sequenced restoration of the mined-out cells. Noise, dust, and fuel spills can be problematic. The site often becomes dangerous. Special conditions are proper if blasting will be done. If the state is providing access and thus enabling the mining, it should also set protective conditions.

The Quinebaug River is impaired with erratic flows and contamination; nevertheless it is used for recreation. The aquifer alongside it is an important resource. The proposed bill gives no information on the classification of the groundwater or surface waters on or near the properties discussed. However, given the federal and state effort to protect this region (the Last Green Valley), encouragement of mining is probably not appropriate.

**The provisions in Section 14** hint as to the impact the mining will have on state waters. In exchange for three parcels totaling about 46 acres in Brooklyn and Canterbury, the company wants the kind of conditions described here below in connection with the second parcel.

*"The second parcel is approximately 6.5 acres and is located generally southerly of the Quinebaug River and abutting other land of the state on the northeast and southwest, and the conveyance of said parcel is contingent upon (1) the reservation of riparian rights by Rawson Materials to continue its diversion of the Quinebaug River in association with the washing of earthen materials, (2) two fifty-foot permanent easements granted by the state over said parcel for the purpose of accessing said river for the diversion of water, and (3) a written waiver of the setback requirements for the removal of earthen materials."*

Is this proposal for diversion rights and setback exemptions even legal? (Presumably, yes, because it's in the Conveyance Act, which voids all other statutory standards. Each section of the Act begins with *"Notwithstanding any provision of the general statutes.."*).

**Please also consider the status of the roads (or driveways) requested in the Act.** The roads will be 2,500 feet and 3,000 feet respectively. DEEP and possibly the towns can set conditions, but there should be some indication in the Act of the kind of conditions that would be appropriate. For example, the route of the driveway should avoid wetlands, plants of concern, significant habitat, walking trails, and the like. Shared road use and maintenance is always tricky. Who will be the approved users of the road (only the mine operator or also customers? also the public? on foot? on ATVs?); how many truck trips per day; size of loads; days and hours of operation; dust control; responsibility and rights re road maintenance, and trespassing, and

dumping; etc.? Should the road be consistent with town driveway conditions, such as access and turnaround for emergency services? Are there neighbors to be considered?

It is simply not clear who will benefit and who will lose what under the arrangements in Sections 14 and 15. It is not clear if and how water resources and air quality are supposed to be protected.

Here follow comments and questions on earlier sections.

**Section 1** addresses the transfer of **6.95 acres in New Haven** at 470 James Street from the state DOT to the City of New Haven. The property is evidently contaminated, and when this conveyance was first proposed (in 2014), it looked like a fair deal for the state. The state was explicitly relieved of any duty to clean up the contamination. This year's bill, amends last year's language and reverses the course on liability; the state is required to do the cleanup prior to the conveyance. A new feature is that the Department of Economic and Community Development (DECD) must give approval for the conveyance to go forward. It is not clear what exactly the DECD would be approving: the future uses of the land? the contract for the clean-up? the cost of the cleanup? or something else? The permitted uses are to be: "municipal purposes, including the relocation of public service departments, and for economic development purposes." If the City does something else with the property, it will revert back to the state. This is a highly desirable clause and is present in all sections.

This reportedly is a beneficial project, but questions include: what's on the property now; who is responsible for the original contamination; what exactly is the role of DECD; what's the estimated cost of the cleanup?

**Section 2** deals with **5 acres in New Haven** at 101 College 47 Street, bounded by Church Street, Martin Luther King Jr. Boulevard, 48 College Street and South Frontage Road. It is a DOT right of way and is being conveyed to New Haven "for economic development purposes."

**Section 3** deals with **three parcels in Milford** under the custody of DEEP; two are less than an acre and one is 3.51 acres. The proposed uses are: "municipal purposes, including to ensure public access to open space and to the Milford Animal Control Shelter, to mitigate parking demand, to promote public health and safety by ensuring emergency access and to create coastal retreat areas to enhance storm resiliency." That sounds harmless, but here's the analysis from Eric Hammerling at CFPA:

*"... would convey 4+ acres of Silver Sands State Park to the town of Milford for "municipal purposes" and the price of \$0. DEEP had previously refused the town's request to establish an exclusive parking area only for town residents, and so the town asked for the areas in question to be taken from Silver Sands and be given to Milford. Silver Sands is one of the state's most beautiful beaches, and has been the beneficiary of millions of dollars of rehabilitation work utilizing state funds over the past few years."*

**Section 4** deals with the transfer of a Department of Education baseball stadium in Stamford to the city for recreational purposes. It's about 6.6 acres, part of the J.M. Wright Technical School.

**Section 5 deals with 2.5 acres in Farmington on Rte. 4** under custody of DOT to be conveyed to the town for economic development purposes. It was acquired from Parsons Properties. The location is described with reference to a survey map. The section is unusual in that it allows Farmington to sell or lease the land, which is usually forbidden. It sounds as if something is already in the works for this property. What would that be? Who will benefit from this conveyance? Who will the eventual owner or lessor be?

**Section 6 conveys the Fort Nathan Hale Park Pier located on the New Haven Harbor** to the City of New Haven for recreational purposes.

**Section 7 directs the Military Department to convey to the borough of Naugatuck a National Guard Armory.** The property is 3.5 acres at 607 Rubber Ave. It shall be used for educational, parking, or recreational purposes. (Quite a list -- covers almost everything.) What is the value of this building? Is it historic?

**Section 8 would convey over 100 acres of the Centennial Watershed Forest to the town of Fairfield for \$0.** (Most of the conveyances this year are essentially free.) DEEP owns the land; Aquarion Water Company apparently holds conservation easements on this property; The Nature Conservancy works in partnership with DEEP and Aquarion on the land management of the Centennial Watershed Forest. Reportedly, none of these parties were given notice of the conveyance. **We believe all proposed conveyances should be prominently noticed locally.**

**Section 9 is a mystery set in Stafford.** It reads. "The State of Connecticut shall release all rights to a right-of-way easement over a parcel, as first recorded in a warranty deed dated April 8, 1940, in Volume 73 at page 515 of the town of Stafford Land Records and rerecorded in a warranty deed dated October 21, 1954, in Volume 92 at page 489 of said Land Records. The State Treasurer shall execute and deliver any instrument necessary to effect such release."

**Section 10** concerns about a third of an acre in **New Britain**. The agency in charge is DECD, which is transferring the property for open space. No address is given although the deed is referenced.

**Section 11** transfers about a third of an acre in **New Milford** from DOT to the town for open space. It is on the Danbury Rd (Rtes 7 and 202). Not clear if it provides access or frontage.

**Section 12** concerns 7.29 acres in **Portland** to be conveyed from DOT to the town. No description of what's there now. It's to be used for recreation and tourism. Hmmm.

**Section 13** conveys eight DOT parcels (about 10 acres) to **East Hartford** for "development."

**When there is no information on the present condition and uses of a property, nor specific information on what is planned for it, the public and most legislators usually have no way of knowing whether a conveyance is prudent and ethical or not.**

Thank you very much for your attention.

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