



TOWN OF KILLINGLY

OFFICE OF THE TOWN MANAGER
172 Main Street
Killingly, CT 06239
Tel: 860 779-5300 Fax: 860 779-5382

PUBLIC HEARING ON ITEM 14(a) at 7:00 PM

Public Hearing – Virtual on WebEx

Phone – 1-415-655-0001

Access Code – 132 838 1209

*****REVISED*****

TOWN COUNCIL MEETING

DATE: Tuesday, February 9, 2021

TIME: 7:00 PM

**PLACE: 172 Main Street, Killingly
(Council Members Only)**

Public can view the meeting on Facebook Live. Go to www.killinglyct.gov click on Facebook Live

1. CALL TO ORDER
2. PRAYER
3. PLEDGE OF ALLEGIANCE TO THE FLAG
4. ROLL CALL
5. ADOPTION OF MINUTES OF PREVIOUS MEETINGS
 - a) Special Town Council Meeting – December 5, 2020
 - b) Regular Town Council Meeting – December 8, 2020
 - c) Special Town Council Meeting – December 12, 2020
 - d) Regular Town Council Meeting – January 12, 2021
6. PRESENTATIONS, PROCLAMATIONS AND DECLARATIONS
 - a) Proclamation recognizing the week of February 20th – 27th as National FFA Week
 - b) Proclamation recognizing February as Black History Month
 - c) Proclamation recognizing February as Teen Dating Violence Prevention and Awareness Month

Visit us at: www.Killingly.org

This institution is an equal opportunity provider and employer.

7. UNFINISHED BUSINESS FOR TOWN MEETING ACTION
8. CITIZEN'S STATEMENT AND PETITION
Pursuant to Governor's Executive Order 7B, all public comment can be emailed to publiccomment@killinglyct.gov or mailed to Town of Killingly, 172 Main Street, Killingly, CT 06239 on or before the meeting. All public comment received prior to the meeting will be posted on the Town's website www.killinglyct.gov.
9. COUNCIL/STAFF COMMENTS
10. APPOINTMENTS TO BOARDS AND COMMISSIONS
11. REPORTS FROM LIAISONS
 - a) Board of Education Liaison
 - b) Borough Council Liaison
12. DISCUSSION AND ACCEPTANCE OF MONTHLY BUDGET REPORTS
 - a) Summary Report on General Fund appropriations for Town government
 - b) System Object Based on Adjusted Budget for the Board of Education
13. CORRESPONDENCE/COMMUNICATIONS/REPORTS
 - a) Town Manager's Report
14. UNFINISHED BUSINESS FOR TOWN COUNCIL ACTION
 - a) Consideration and action on an ordinance to authorize a transfer of \$189,000 from the sale proceeds of 125 Putnam Pike to the Economic Development Trust.
15. NEW BUSINESS
 - a) Consideration and action on a resolution to authorize the Town Attorney to resolve the Alexander's Lake Conservation and Rentals, LLC tax appeal by entry into a stipulated judgement
 - b) Consideration and action on a resolution to authorize the Town Attorney to resolve the Marilyn P. Leader and Richard A. Marone, Co-Trustees of John Louis Leader, Jr. tax appeal by entry into a stipulated judgement
 - c) Consideration and action on a resolution authorizing the Town Manager to sign a temporary land access agreement between the Town of Killingly and Richard Fedor for the use of land at 187 Pratt Road.
16. COUNCIL MEMBER REPORTS AND COMMENTS
17. EXECUTIVE SESSION
 - a) Pending Litigation with Tax Appeals
18. ADJOURNMENT

Note: Town Council meeting will be live streamed on Facebook and televised on Channel 22

AGENDA ITEM COVER SHEET

ITEM: Consideration and action on a resolution authorizing the Town Manager to sign a temporary land access agreement between the Town of Killingly and Richard Fedor for the use of land at 187 Pratt Road.

ITEM SUBMITTED BY: Mary T. Calorio, Town Manager

FOR COUNCIL MEETING OF: February 9, 2021

TOWN MANAGER APPROVAL:



ITEM SUMMARY: Richard Fedor owns land locked property at 93 Pratt Road which is forested. Mr. Fedor is working with the USDA- Natural Resource Conservation Service to execute forestry best management practices on this parcel. Nearly all of the timber to be pulled out of Richard’s forest lot is dead standing wood, a result of the multi-year gypsy moth infestation. Removal of dead standing wood will allow for forest regeneration to occur. All work will be done under the guidance of a CT state certified Forester and executed by a professional logging company. Richard’s forest management plan (attached) identifies approximately 50-80 cords of wood to be removed from 12 acres of his land. They will need access to an old forestry road that runs through the Town’s property on Pratt Road. The staff at the USDA-NRCS have worked with Richard to identify the most reasonable and feasible route, taking into consideration natural resources, topography, and existing clearings; there will be no creation of new roads or trails through Town property. The agreement will allow for a forestry landing to be created on Town land, approximately 50-100 feet off Pratt Road. Improvements to the entrance of this access way and landing from Pratt Road include the deposition of gravel by the entrance, to accommodate the logging equipment. The landing area will temporarily store the 50-80 cords of wood pulled from Richards forest lot. The entire operation will take a maximum of two months, and Richard is required by USDA-NRCS to grade and seed any disturbed areas to prevent soil erosion and re-establish vegetation. Due to Migratory bird and bat restrictions the work will have to be done between August 1, 2021 and March 1, 2022 to prevent take of the concerned species. This project will be monitored by both USDA-NRCS staff and town staff for its compliance with the agreed upon conditions. Mr. Fedor is a Killingly Conservation Commission steward of the Town of Killingly conservation land on Pratt Road and a longtime resident of Pratt Road.

FINANCIAL SUMMARY: There is no cost to the Town for this item

STAFF RECOMMENDATION: Approval of resolution

TOWN ATTORNEY REVIEW: Reviewed

COUNCIL ACTION DESIRED: Action on Resolution

SUPPORTING MATERIALS: Resolution
Temporary Land Use Agreement
Property Map
USDA Conservation Practice Standard

Resolution #21-

**RESOLUTION TO AUTHORIZE THE TOWN MANAGER TO SIGN A TEMPORARY
LAND USE AGREEMENT BETWEEN THE TOWN OF KILLINGLY AND RICHARD
FEDOR FOR THE USE OF LAND AT 187 PRATT ROAD**

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the Town Manager is authorized to execute a temporary land use agreement between the Town of Killingly and Richard Fedor for the use of land at 187 Pratt Road.

KILLINGLY TOWN COUNCIL

Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 9th day of February 2021

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of a resolution adopted by the Killingly Town Council at its duly called and held meeting on February 9, 2021, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect. I further certify that Mary T. Calorio now holds the office of Town Manager and that she has held that office since March 11, 2019.

Elizabeth Wilson, Town Clerk

Date

FOR RECORDING PURPOSES ONLY:

PARTY #1 – Town of Killingly

PARTY #2 – Richard W. Fedor

DOC TYPE – Temporary Land Access Agreement

ADD'L INFO – 187 Pratt Road

GIS MAP # 93, LOT 1

TEMPORARY LAND ACCESS AGREEMENT ACROSS 187 PRATT ROAD
BY AND BETWEEN
THE TOWN OF KILLINGLY AND
RICHARD W. FEDOR

This Land Access Agreement (“Agreement”) dated as of the ____ day of _____, 2021 (“Effective Date”), by and between the Town of Killingly (“Town”), with its primary place of business located at 172 Main Street, Killingly, CT 06239, and Richard W. Fedor (“Mr. Fedor”), with a mailing address of 139 Pratt Road, Killingly, CT 06241, regarding that real estate located at 187 Pratt Road (“Town’s Property”) (GIS MAP 93; Lot 1) as follows;

WITNESSETH:

WHEREAS, Mr. Fedor is an owner of real estate located at 93 Pratt Road (“Fedor Property”) (GIS Map 93, Lot 2) and said real estate is landlocked and an undeveloped forested lot; and

WHEREAS, it is Mr. Fedor’s intent to harvest trees within said Fedor Property and is working with the USDA-Natural Resource Conservation Service (“USDA-NRCS”) to execute forestry best management practices on said real estate; and

WHEREAS, USDA-NRCS, along with Mr. Fedor, taking into consideration the topography, equipment to be used, and distance from Pratt Road have identified the most reasonable route for his forestry activities including, but not limited to, the movement of the harvested trees and wood from Fedor Property to Pratt Road, is an old forestry road that runs through the Town’s Property to Pratt Road; and

WHEREAS, the eastern most end of said old forestry road is a level location along Pratt Road that can be used as a forestry landing area; and

WHEREAS, to remove the harvested wood from the Fedor Property, Mr. Fedor is requesting ingress and egress access across the Town's Property by and between the Fedor Property and Pratt Road proper; and

WHEREAS, the Town wants to encourage proper forestry management throughout the town and encourage forestry owners to work with USDA-NRCS to ensure that best management practices are followed.

NOW THEREFORE, and in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the Town of Killingly and Richard W. Fedor agree as follows:

The Town of Killingly hereby grants Richard Fedor permission to access town owned land to implement a forestry project under the Environmental Quality Incentives Program ("EQIP"). Mr. Fedor also has permission to skid the wood out of Fedor Land using the existing "old forestry road" system and install a landing area on the edge of Pratt Road. The Town further grants Mr. Fedor permission to access the Fedor Property through the Town Property for the life of EQIP contract; however, the time frame of this agreement shall not exceed five (5) years beyond March 31, 2021. Therefore, this agreement shall expire on March 31, 2026, unless extended by both parties by mutual written agreement. Said agreement shall be evidenced by a written, executed agreement by both parties and recorded and said agreement shall be recorded in the Killingly Town Clerk's Land Records in the same manner as the original agreement. Upon the completion of the job, Mr. Fedor, or his logger, shall grade, seed, and install water bars in the skid trails in accordance with those CT DEEP Forestry Best Management Practice specifications that are in place as of the time of the grading, seeding and installation of the water bars.

This agreement is further based upon the following conditions:

1) Some gravel or tailings must be brought in and installed at the landing site along Pratt Road to accommodate the machinery entering and exiting the landing site and the old forestry road; and

2) Upon the completion of this project or the end of this agreement whichever is first in time, the old forestry road used for ingress and egress for the skidding of the wood shall be graded and seeded in the manner described above to prevent soil erosion; and

3) Upon the completion of this project or the end of this agreement whichever is first in time, the landing site must be restored to as good as or better condition as it was prior to the beginning of the project. For example, removal of gravel, and the landing area shall be graded and seeded in the manner described above to prevent soil erosion; and

4) The hours of entry on and to the Fedor Property through the Town Property for the length of this agreement shall be limited to 7:00 am to 5:00 pm Monday through Friday; and 9:00 am to 3:00 pm on Saturday; no entry shall be allowed on Sunday.

5) Mr. Fedor, and/or his logger shall conduct their activities in a professional manner, shall take care to prevent waste or damage to the Town Property, and shall comply with all applicable laws in carrying out their activities on the Town Property. The Town will not materially interfere with the normal operation and activities of the use of the Fedor Property.

6) The old forest road on the Town Property shall be maintained by Mr. Fedor and/or his logger as to allow access to the Fedor Property by emergency vehicles, at all times.

7) The time frame of this agreement shall not exceed five (5) years beyond March 31, 2021. Therefore, this agreement shall expire on March 31, 2026, unless extended by mutual agreement of both parties. Said agreement shall be evidenced by a written and executed agreement between the parties and said agreement shall be recorded in the Killingly Town Clerk's Land Records, in the same manner as this agreement is recorded.

Miscellaneous:

1) **Limited Rights:** This agreement gives Mr. Fedor a license only and, notwithstanding anything to the contrary in this agreement, does not constitute a grant of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the Town Property.

2) **Inspection:** The Town retains its right to inspect both the Fedor Property and the Town Property at any reasonable time to inspect the activities upon and the condition of the Fedor Property and the Town Property and to ensure compliance with the terms and conditions of this agreement. Reasonable time

shall refer to the normal working hours of the Town's Inspectors, and in an emergency such as forest fire, etc.

3) Insurance: Mr. Fedor and/or his logger shall maintain all insurance as required by USDA-NRCS or the state and shall provide the Town with a copy of an insurance binder thereof. The Town shall be named as an additional insured on such insurance and shall be provided with evidence of insurance at any time upon request.

4) Indemnification: The Town does not waive its right to subrogation. To the fullest extent permitted by law, Mr. Fedor, his logger, and all of their subcontractors and agents shall at all times defend, indemnify and hold harmless the Town, its officers, agents, and/or employees from and against any and all claims, demands, damages, losses, judgments, costs, workers' compensation payments; litigation expenses and counsel fees arising out of or alleged to arise out of injuries to the person (including death), or damage to the property, from the performance of this agreement, and any damages resulting from breach of contract that alleged to have been sustained. This indemnification provision shall survive termination of this agreement.

The existence of insurance shall in no way limit the scope of this indemnification. Mr. Fedor further undertakes to reimburse the Town for damages to the Town Property caused by his employees, agents, invitees, subcontractors, or materialmen or by faulty, defective, or unsuitable material or equipment used by him or them.

5) Governing Law: This agreement shall be construed and in accordance with, and governed by, the laws of the State of Connecticut.

6) Counterparts: This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. One originally executed counterpart shall be recorded in the Killingly Town Clerk's Land Records.

7) Exhibits and Attachments: All exhibits and attachments are referenced hereto and incorporated herein and are considered provisions of the agreement as if the information was stated within the body of the agreement.

- Attachment A – GIS MAP of the proposed skid trail through the Town Property; and
- Attachment B – Legal description of the Town Property; and
- Attachment C – Legal description of the Fedor Property; and
- Attachment D – EQIP Contract

8) Notices: All notices and communications which are required or desired to be given by either party to the other under this agreement shall be in writing and shall be (a) hand delivered; (b) sent by US registered or certified mail, postage prepaid, return receipt requested, or (c) sent by a reputable overnight courier service, to the appropriate party at its address set forth below. Notices shall be deemed given when delivered.

To the Town of Killingly:

Attn: Town Manager's Office
Killingly Town Hall
172 Main Street
Killingly, CT 06239

To Richard Fedor:

Mr. Richard W. Fedor
139 Pratt Road
Killingly, CT 06241

9) Early Termination of Agreement: The Town of Killingly shall have the right to early termination of the agreement based upon default by Mr. Fedor hereunder by giving Mr. Fedor 45 day written notification, said notification must state the reason for the early termination of agreement, and shall give Mr. Fedor the ability to correct the reason for early termination if such a correction can be made.

Mr. Fedor shall have the right to early termination of this agreement based upon the completion, or the inability to complete, the proposed forestry work on the Fedor land. Mr. Fedor shall give the Town 30 day written notification. Upon the Town's receipt of the early termination from Mr. Fedor, the Town shall set an inspection date with Mr. Fedor to verify that all restoration work is completed and done to the Town's satisfaction.

If the restoration work is not completed, or is not done to the Town's satisfaction, the Town may request a bond to make sure the cost of the restoration is covered. The bond shall be returned to Mr. Fedor upon the completion of the restoration work to satisfaction of the Town. If Mr. Fedor is unwilling,

or unable to complete the restoration work within a certain agreed upon time, dependent upon the time year, the Town shall keep the bond to cover the costs of the restoration work. In the event there is no bond, or the amount of the bond is insufficient to cover the costs of the restoration work, the Town may pursue all legal remedies available to collect such deficiency or expense.

IN WITNESS WHEREOF, the parties have executed this Temporary Land Access Agreement intending to be legally bound hereby as of the Effective Date, which is the date of the last signature on this agreement which should be the same date listed on the front page of this document.

WITNESSES:

TOWN OF KILLINGLY

Signature

Printed Name

Signature

Printed Name

By: _____
Mary T. Calorio, Town Manager

**STATE OF CONNECTICUT
COUNTY OF WINDHAM**

SS: Town of Killingly

On the ____ day of _____, 2021, before me personally appeared Mary T. Calorio, the Town Manager of the Town of Killingly, the duly authorized signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed as such Town Manager of the Town of Killingly, before me.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal on the day and year first written above.

(SEAL)

Signature

Printed Name

Date My Commission Expires

(signatures continued next page)

WITNESSES:

RICHARD W. FEDOR

Signature

Richard W. Fedor

Printed Name

Signature

Printed Name

**STATE OF CONNECTICUT
COUNTY OF WINDHAM**

SS: Town of Killingly

On the ____ day of _____, 2021, before me personally appeared Richard W. Fedor, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for purposes therein contained and of his own free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal on the day and year first written above.

(SEAL)

Signature

Printed Name

Date My Commission Expires



Fedor Access Agreement

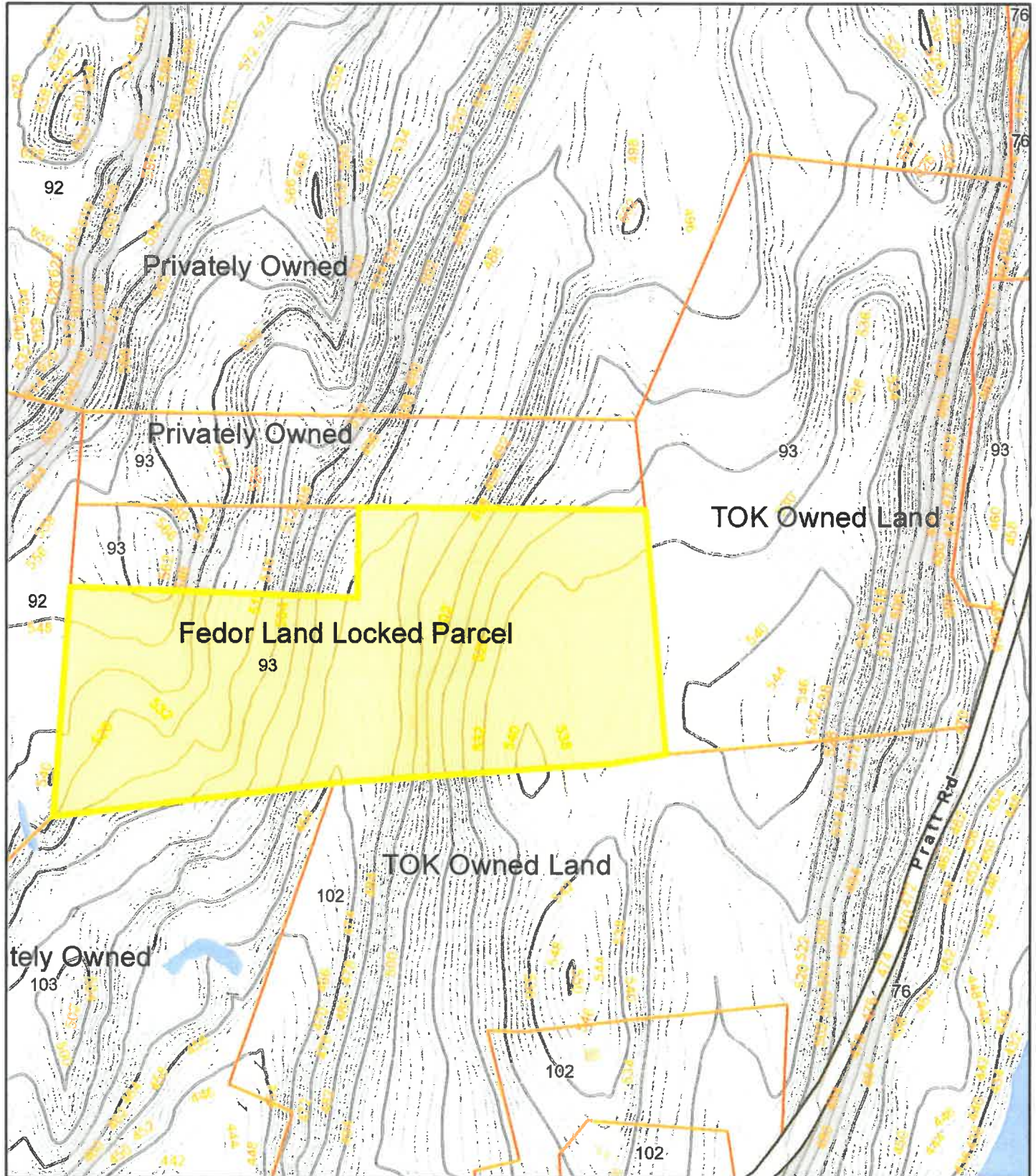
Contours & Abutting Parcel Land Ownership



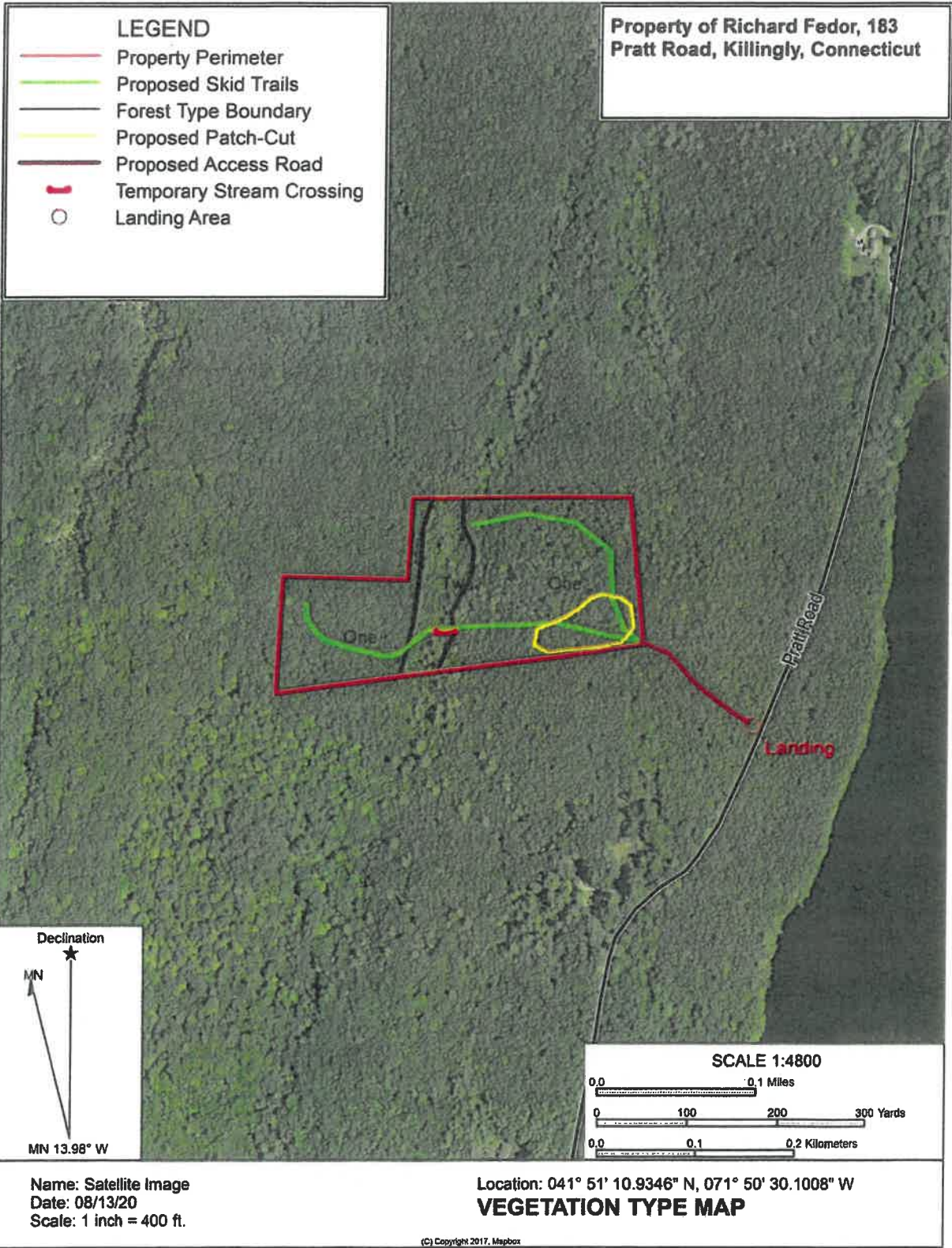
1 inch = 280 Feet



February 8, 2021



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.





Natural Resources Conservation Service
CONSERVATION PRACTICE STANDARD
FOREST TRAILS AND LANDINGS

CODE 655

(ac)

DEFINITION

A temporary or infrequently used route, path, or cleared area.

PURPOSE

This practice is used to accomplish one or more of the following purposes—

- Provide routes for temporary or infrequent travel by people or equipment for management activities
- Provide periodic access for removal and collection of forest products

CONDITIONS WHERE PRACTICE APPLIES

Trails and landings, including skid trails, are applicable on forest land. They typically connect to an access road (see NRCS Conservation Practice Standard (CPS) Access Road (Code 560)).

CRITERIA

General Criteria Applicable to All Purposes

Laws and Regulations. All Federal, state, and local laws, rules and regulations, including local inland wetland agency regulations, governing the construction and use of this practice as well as setbacks to property boundaries shall be followed. Planned work shall comply with all federal, state, and local laws and permit conditions and requirements. The landowner shall obtain all necessary permits prior to construction or any land clearing activities.

Trails and landings will be of a size, gradient, number, and location to accomplish the intended purpose. Avoid locating trails and landings on poorly suited soils of low-bearing strength and sites such as wetlands, riparian areas, critical wildlife habitat, or other environmentally sensitive areas. Locate trails on the contour to the greatest extent possible and incorporate breaks in grade (rolling dips or rolled grades) for trails on slopes. When planning water bars and other erosion control measures, use the Connecticut Department of Energy and Environmental Protection's 2012 Connecticut Field Guide to Best Management Practices for Water Quality While Harvesting Forest Products. Skid logs uphill (with front ends off the ground) as practicable to minimize mechanical displacement of soil. Trails and landings will be set back from water bodies and water courses. Stream crossings, if necessary, will be minimized in size and number. Stream crossings will follow the 2012 guidelines, with temporary timber bridges (timber mats) being the preferred BMP for stream and wetland crossings.

Assure safe ingress and egress from trails and landings to junctions with access roads. Refer to criteria in CPS Access Road (Code 560), for travel ways including logging spur roads needing construction design and possibly surfacing to accommodate frequent, intensive, or repeated vehicular traffic.

Trails and landings must be located and minimized in number and size to reduce adverse onsite and offsite impacts such as accelerated erosion, slope failure, water quality and riparian area degradation,

NRCS reviews and periodically updates conservation practice standards. To obtain the current version of this standard, contact your Natural Resources Conservation Service State office or visit the Field Office Technical Guide online by going to the NRCS website at <https://www.nrcs.usda.gov/> and type FOTG in the search field.

USDA is an equal opportunity provider, employer, and lender.

NRCS, CT
October 2018

stream channel and streambank damage, hydrologic modification, aesthetics, unacceptable damage to advance regeneration or residual growing stock, or fragmentation of wildlife habitat.

Those trails and landings intended or anticipated for management activities in subsequent years must be designated for reuse to minimize the need for new trails and landings and associated site impacts.

Timing and use of equipment must be appropriate for site and soil conditions to maintain site productivity and minimize soil rutting, erosion, displacement, and compaction.

Drainage and erosion control measures must be integrated with trails and landings and located to minimize detrimental effects of concentrated flow, erosion and sedimentation rates both during and after trail/landing use. After usage, stream crossings will be restored and stabilized. Refer to applicable drainage and erosion-sedimentation prediction technology and use NRCS CPSs such as Critical Area Planting (Code 342), Structure for Water Control (Code 587), Stream Crossing (Code 578), and Mulching (Code 484), as well as State forestry best management practices.

CONSIDERATIONS

Consider trail layout relative to the planned silvicultural practices on site, the movement of forest products and access to the subject forest stand for subsequent management activities.

Consider the location of relative to wetlands, seeps, and other sensitive areas, such as cultural resources. Locate and/or relocate trails to move them away from sensitive areas and provide the necessary buffer to the subject resource.

Consider impacts to wildlife from increased fragmentation of the forest stand. Creation of openings can benefit some wildlife species (e.g., early successional and edge species) yet be detrimental to others (e.g., forest interior species).

Trails and landings, particularly after usage, may be utilized and managed for wildlife food and cover plantings. Refer to appropriate criteria in wildlife habitat practice standards, (e.g., CPSs Upland Wildlife Habitat Management (Code 645), and Early Successional Habitat Development/ Management (Code 647)).

Properly located trails and landings of sufficient width and location may be utilized and managed as firebreaks.

Favor native species for revegetating trails and landings. Measures will be used to protect against invasive species. Select plants that according to federal, state, or local regulations are not considered invasive or noxious species. Consult the Connecticut Invasive Plant Working Group's website, <http://cipwg.uconn.edu/> for information on invasive plant species.

PLANS AND SPECIFICATIONS

Specifications for applying this practice must be prepared for each site and recorded using approved specification sheets, job sheets, technical notes, and narrative statements in the conservation plan, or other acceptable documentation.

OPERATION AND MAINTENANCE

Regular and timely inspections for adverse effects will be conducted with trails and landings and associated measures maintained or restored as necessary. Timing will be spelled out in O&M document specific for each site and plan.

Trails and landings utilized and managed as firebreaks will be properly maintained to accomplish this purpose while maintaining acceptable mitigation of other concerns.

Access to trails and landings must be controlled when and where needed for erosion abatement, safety and liability, and reduced maintenance costs. Use NRCS CPS Access Control (Code 472) as needed.

Trails and landings no longer needed may be decommissioned. Use NRCS CPS Road/Trail/Landing Closure and Treatment (Code 654).

REFERENCES

Garland, John J. 1997. Designated Skid Trails Minimize Soil Compaction. Woodland Workbook, Oregon State University Extension Service, EC 1110. Corvallis, OR. <http://ir.library.oregonstate.edu/xmlui/bitstream/handle/1957/13887/ec1110.pdf?sequence=3>.

University of Minnesota. 2013. Broad-based dips. Forest management practices fact sheet: Managing Water Series. <http://www.extension.umn.edu/environment/trees-woodlands/forest-management-practices-fact-sheet-managing-water-series/broad-based-dips/>.