

BOARD OF ALDERMEN
PUBLIC HEARING
ORDINANCES

TUESDAY, NOVEMBER 29, 2005, 7:00 PM
IN the AUDITORIUM
AT SHELTON CITY HALL
54 HILL STREET, SHELTON, CT

AGENDA

- ❖ **CALL OF THE MEETING**
- ❖ **PLEDGE OF ALLEGIANCE**
- ❖ **ITEM:**

1. **AMENDMENT TO ORD. #794 - Conservation Easement Ordinance**

ADJOURNMENT

1. AMENDMENT TO ORD. # 794 – CONSERVATION EASEMENT ORDINANCE

PROPOSED AMENDMENT

**PROTECTION OF CONSERVATION
EASEMENT ORDINANCE**

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF
SHELTON:**

WHEREAS, the Board of Aldermen of the City of Shelton desire to protect conservation easements established by either grant to the City of Shelton or as set forth in approved Subdivision Maps:

NOW, THEREFORE, RESOLVED by the Board of Aldermen, that the following Regulation be adopted as an Ordinance of the City of Shelton:

1. No person shall undertake any of the following activities within a Conservation Easement that has been granted to the City of Shelton without the express, written consent of the Board of Aldermen after consultation and advice of the City's Conservation Commission:

- (a) removal or cutting of trees or other vegetation;
- (b) filling of wetlands;
- (c) dumping or disposing of solid, liquid, organic or inorganic waste or debris, including bottles, broken glass, cans waste paper, or other rubbish and lawn clippings;
- (d) erection or construction of any structure;
- (e) the parking or storage of any vehicles or vessels (whether or not licensed or registered with the State of Connecticut), or storage of any other personal property not belonging to the City of Shelton;
- (f) the fencing off or enclosing any portion of the Conservation Easement except as expressly set forth in the appropriate Land Use approval or grant to the City of Shelton;

- (g) allowing the encroachment of: private or commercial buildings; accessory structures; or yard area unless expressly set forth in the appropriate Land Use approval or grant to the City of Shelton.

Nothing herein shall prevent the owner of said premises from the removal of "invasives" as said term is defined by the Department of Environmental Protection and subject to the written permission of the City of Shelton's Conservation Officer.

2. Any person or entity in violation of any provision of this Ordinance which refuses to rectify the situation within ten (10) days after notification of such offense shall result in a fine of \$100 for each offense in addition to any other penalty or enforcement mechanism provided by State or Federal law. Each violation of this Article shall be a separate violation, and each day of each individual violation shall be considered a separate violation. The citation hearing procedures set forth in City Ordinance No. 583 (Code Section 1-11.1) shall be applicable to any violation of this Article.

3. In addition to the foregoing penalty described in Paragraph 2, any person who removes trees and/or vegetation from a conservation easement shall pay the City of Shelton the cost to replace said trees. The cost shall be determined by valuing the cost to replace the identical tree that was removed, i.e. age, height and width.

4. All conservation easements granted to the City shall be in substantially the following form: (see attached) and approved by the Office of the Corporation Counsel. The Grantor shall provide the City with a Certificate of Title indicating that there are no encumbrances on the property.

CONSERVATION EASEMENT

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

THAT, _____, (hereinafter referred to as the "Grantor"), for the consideration of One (\$1.00) Dollar and other valuable consideration, received to its full satisfaction of the **CITY OF SHELTON**, a municipal corporation organized and existing by virtue of the law of the State of Connecticut, located in the County of Fairfield and State of Connecticut (hereinafter referred to as the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby give and grant a perpetual conservation easement to the **CITY OF SHELTON**, its successors and assigns, the premises described in Schedule A attached hereto and made a part hereof. Said Conservation Easement shall preclude the Grantors, their successors and assigns, from undertaking any activity on the parcel prohibited in the City of Shelton's "Protection of Conservation Easement Ordinance" which shall include but not be limited to clearing vegetation, excavating, filling, dispersing fertilizers or pesticides, or constructing buildings or other improvements on the land described in Schedule A; or in any manner disturbing the land.

The Grantor, their successors and assigns, specifically agree and understand that the Conservation Easement granted herein is subject to the restrictions and penalties of the City of Shelton's Protection of Conservation Easement Ordinance.

TO HAVE AND TO HOLD the easement herein conveyed unto the Grantee and the Grantee's successors and assigns forever, to their own proper use and behoof.

IN WITNESS WHEREOF, _____ has hereunto caused these presents to be signed and duly authorized this ____ day of _____, ____ .

In the Presence of:

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Personally appeared _____, Signer and Sealer of the
foregoing, who acknowledged the same to be his/her free act and deed, before me.

Commissioner of the Superior Court

Notary Public

My Commission Expires: _____