

TOWN OF SOUTH WINDSOR AGENDA

**PLANNING & ZONING COMMISSION
PUBLIC HEARING/REGULAR MEETING**

**TUESDAY, FEBRUARY 8, 2022
VIRTUAL ONLINE MEETING 7:00 PM**

(Please call the Planning Department, 860-644-2511, ext. 2253 if you will be absent)

To view this meeting, please tune into Channel 16 if your provider is Cox Cable, or go to either: gmedia.swagit.com/live or live stream on Facebook at www.facebook.com/SouthWindsor

WEBEX Conference Call-In Number: 855-925-2801

Meeting Code: 6758 (Call-In Instructions on Page 2)

PLEDGE OF ALLEGIANCE

PUBLIC HEARING / Webex Conference ONLINE MEETING 7:00 PM

The public is welcome to email comments to planningzoningcomments@southwindsor-ct.gov or to call in through the above referenced WEBEX call-in number. Please see Page 2 of this agenda for information on how to participate by phone at the meeting.

1. **Appl. 21-55P, McGuire Road Associates LLC dba Hartford Truck Equipment** - request for a zone change of 7.3 acres from Rural Residential (RR) zone to General Commercial (GC) zone, for property located at 542 King Street (Cont. from 1/11/22)
2. **Appl. 22-01P, 25 Talbot Lane Site Plan**- request by UW Vintage Lane II,LLC for site plan approval for a 359,640 sq ft distribution facility on 30.37 acres of property, on property located at 5, 25 Talbot Lane, 475 and 551 Governor’s Highway (southerly side of Governor’s Highway, easterly side of Talbot Lane), I zone

REGULAR MEETING

PUBLIC PARTICIPATION:

The public is welcome to email comments to planningzoningcomments@southwindsor-ct.gov or to call in through the above referenced WEBEX call-in number. Please see Page 2 of this agenda for information on how to participate by phone at the meeting.

NEW BUSINESS: Discussion/Decision/Action regarding the following:

BONDS: Callings/Reductions/Settings

MINUTES: 1/25/22

OLD BUSINESS: *see page 3*

APPLICATIONS OFFICIALLY RECEIVED:

1. **Appl. 22-07P Evergreen Walk, LLC Multifamily Text Amendment** – request to amend Specific Requirements for Multifamily Residential Use in the Buckland Gateway Development Zone - including Section 4.2.15 A.2.e to increase the number of units permitted to 365 units; and modify Section 4.2.15 A.2.c to modify the criteria for achieving the required 2:1 residential to commercial ratio for mixed use developments within this zone
2. **Appl. 22-08P Evergreen Walk, LLC** – request to modify the Evergreen Walk General Plan of Development in accordance with Section 4.2.15 D.2 and a special exception to Section 4.2.15 D.1 for an 165 unit residential development, for a portion of 151 Buckland Road [within "Evergreen Walk"] known as Unit 7C, and being approximately 2,000 feet west of Buckland Road and 1,000 feet north of Smith Street, Buckland Road Gateway Development Zone
3. **Appl. 22-09P Simmons Soccer Field T&C-** request for a renewal of a 2 year temporary and conditional permit (Section 2.13.a) to create two soccer fields, associated parking and temporary lights, at 225 West Road (southwesterly corner of West Road and Sullivan Avenue), GC zone

OTHER BUSINESS:

CORRESPONDENCE / REPORTS:

ADJOURNMENT:

How to participate through the WEBEX Conference Call:

Call-in Number: **855-925-2801**

Meeting Code: **6758**

1. When you call the phone number, you will hear welcome to public input.com and it will ask for the code. Type the code in. The message repeats if you do not enter the code right away.
2. You will hear, Welcome to the meeting line for "Planning and Zoning Commission Public Hearing/Regular Meeting", you are joining with your microphone muted, for more options press star.
3. It is not on the menu, but during the public input portion of the meeting, pressing *3 will show you want to speak and you will be entered into a queue. When it is your turn to speak, you will hear a voice announcement. While in the queue, you are in the waiting room and will hear the meeting audio. For more options press *.
4. When your speaking time is through, you will hear a message, Thank you for speaking you are now muted, you can request to speak again by pressing *3

Please Note: Application information, including mapping, can be found at:

<https://www.southwindsor-ct.gov/planning-department/pages/planning-and-zoning-commission-applications>

OLD / PENDING BUSINESS – APPLICATION STATUS

^ IWA/CC pend'g; * IWA/CC Granted; @ IWA/CC Denied; # ZBA pend'g; ! ZBA Granted; +Staff Approval pend'g

APP.	REC.		PH on	ACT by
		PZC Sponsored Text Amendment- Add Section 1.4 Residential Moratorium on Single Family Subdivision and Special Exception Permits for Housing to Article 1 Introductions/Districts.	1/25/22 continued to 2/15/22	
21-55P	12/14/21	McGuire Road Associates LLC dba Hartford Truck Equipment - request for a zone change of 7.3 acres from Rural Residential (RR) zone to General Commercial (GC) zone, for property located at 542 King Street	1/11/22; continued to 2/8/22	
22-01P	1/11/22	25 Talbot Lane Site Plan- request by UW Vintage Lane II, LLC for site plan approval for a 359,640 sq ft distribution facility on 30.37 acres of property, on property located at 5, 25 Talbot Lane, 475 and 551 Governor's Highway (southerly side of Governor's Highway, easterly side of Talbot Lane), I zone.	On 2/8/22	3/17/22
22-02P	1/11/22	Hartford Truck Equipment Landscape Berm- request for site plan approval for a landscape berm, on property located at 542 King Street, currently RR zone (pending GC zone).		3/17/22
22-03P	1/11/22	Kathy Kerrigan – request for a text zoning text change to add language to put in place an immediate one-year Moratorium for the proposal of any on New Warehouse/Distribution Centers to allow for zoning regulation changes to be put in place to address public concerns	Tentatively 3/8 (By 3/17)	
22-06P	1/25/22	Peoples Bank – request for site plan approval for a 2,000 sf bank, located on Unit 5a (southwesterly corner of Buckland Road and Cedar Ave), on property located at 151 Buckland Road, Buckland Gateway Development Zone		3/31/22
22-07P	2/8/22	Evergreen Walk, LLC Multifamily Text Amendment – request to amend Specific Requirements for Multifamily Residential Use in the Buckland Gateway Development Zone - including Section 4.2.15 A.2.e to increase the number of units permitted to 365 units; and modify Section 4.2.15 A.2.c to modify the criteria for achieving the required 2:1 residential to commercial ratio for mixed use developments within this zone	TBD (by 4/14/22)	
22-08P	2/8/22	Evergreen Walk, LLC – request to modify the Evergreen Walk General Plan of Development in accordance with Section 4.2.15 D.2 and a special exception to Section 4.2.15 D.1 for an 165 unit residential development, for a portion of 151 Buckland Road [within "Evergreen Walk"] known as Unit 7C, and being approximately 2,000 feet west of Buckland Road and 1,000 feet north of Smith Street, Buckland Road Gateway Development Zone	TBD (by 4/14/22)	4/14/22
22-09P	2/8/22	Simmons Soccer Field T&C- request for a renewal of a 2 year temporary and conditional permit (Section 2.13.a) to create two soccer fields, associated parking and temporary lights, at 225 West Road (southwesterly corner of West Road and Sullivan Avenue), GC zone		4/14/22

January 23, 2022

Mr. Bart Pacekonis, Chairman
Planning and Zoning Committee
Town of South Windsor
1540 Sullivan Avenue
South Windsor, CT 06074

Re: Zoning Change & Site Plan Application
Hartford Truck Equipment
542 King St
South Windsor

Dear Mr. Pacekonis and Committee Members,

My name is Robert Russak. I live at 545 King Street, South Windsor, directly across from the property that Hartford Truck Equipment wants to change from residential to commercial. I am completely and absolutely opposed to the zoning change and the proposal by Hartford Truck Equipment. I am 74 years old and believe the change will negatively impact the value of my property at a time in my life where I need it to be the highest value possible. I believe that it will be difficult to sell my home for the value it is now worth if Hartford Truck Equipment is located and operating across the street. I also believe I will be negatively impacted by the noise and light pollution that will occur directly across the street from my home if the application is approved. I believe there is also a potential increase in traffic should Hartford Truck Equipment ever use King Street as an entrance and/or exit point and am concerned about the future usage of the property if it is zoned commercial should Hartford Truck sell the property at some point.

Because my property is one that will be directly impacted by the requested zoning change and proposal, I urge you take my statement very seriously and deny Hartford Truck Equipment's application.

I would be happy to discuss this matter further with the Planning and Zoning Committee. Because I have medical conditions that make it unwise to attend any public meetings during the pandemic, I can not attend any Planning and Zoning Committee meetings in person. I am also unfamiliar with the use of Zoom so cannot attend virtually. However, I would be happy to speak to the Committee by phone should you wish to do so. Please call me at 860-291-0709.

Sincerely,



Robert M. Russak
545 King Street
South Windsor, CT 06074

Ret to:
Alter & Pearson, LLC
PO Box 1530
Glastonbury, CT 06033

PRIVATE CONSERVATION EASEMENT AGREEMENT

The purpose of a Private Conservation Easement is to protect in perpetuity significant natural features and to minimize the environmental impact of activities associated with land development of the premises herein encumbered.

It is the responsibility of the property owner to be fully aware of all of the conditions contained in the Private Conservation Easement Agreement as expressed below.

THIS INDENTURE made this _____ day of _____, 2022, by and between **McGuire Road Associates LLC**, a Connecticut limited liability company located in the Town of South Windsor, County of Hartford and State of Connecticut, hereinafter called "Grantor", and **Town of South Windsor**, a municipal corporation, hereinafter called "Grantee".

WITNESSETH:

WHEREAS, the Grantor is the owner of real property, hereinafter described, situated in the Town of South Windsor, County of Hartford and State of Connecticut, and the Grantee is a municipal corporation, and the Grantor and the Grantee have determined that it would be in their interest to retain, maintain and conserve an area as open space in perpetuity once it has been improved by installation of a landscape and buffering plan as approved by the South Windsor Planning and Zoning Commission; and

WHEREAS, the Grantee has determined that the maintenance and conservation of the said property of the Grantor can best be accomplished by the securing by Grantee of a private conservation easement over, across and upon the said property of the Grantor; and

WHEREAS, the Grantor is willing, in consideration of ONE DOLLAR (\$1.00), receipt of which is hereby acknowledged, to grant to said Grantee the easement and covenants as hereinafter expressed concerning said property, thereby providing for its maintenance and conservation.

NOW, THEREFORE, said Grantor does hereby give, grant, bargain, sell and confirm unto said Grantee, its successors and assigns, forever, the right, privilege and authority as a private conservation easement agreement to perpetually preserve, protect, limit, conserve and maintain the land hereinafter described in the open space and buffer condition, all as more particularly approved by the South Windsor Planning and Zoning Commission. All covenants contained herein are deemed to run with the land.

Said Grantor further covenants and agrees to provide notice by certified mail to the last known address of any person or entity who hereafter shall have any possessory interest in the subject property, including but not limited to any tenant, heir, successor or assign, of a certified copy of the

Private Conservation Easement Agreement. Failure of said Grantor to provide such notice shall not constitute any waiver of Grantee's rights herein.

Said premises subject to this Private Conservation Easement Agreement are located on the northerly side of King Street "PRIVATE CONSERVATION EASEMENT AREA", shown as "PROPOSED BUFFER/CONSERVATION EASEMENT 3.3 ACRES" on a certain map or plan entitled:

" _____" being recorded as Map No. _____ in the South Windsor Land Records to which reference may be had for a more particular description thereof.

I. PROHIBITIONS

GRANTOR FURTHER COVENANTS AND AGREES TO PROHIBIT AND REFRAIN FROM THE FOLLOWING ACTIVITIES UNDER, OVER OR UPON THE BUFFER/CONSERVATION EASEMENT AREA:

1. The construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above-ground, except for a minimum six feet (6') high fence for screening as shown on said map or plan and as approved by the South Windsor Planning and Zoning Commission;
2. The dumping or placing of soil or other substance or material as landfill, or dumping of trash, ashes, waste, rubbish, garbage, junk, or unsightly or offensive materials;
3. The excavation, dredging or removal of loam, peat, gravel, soil, rock or other substances in such a manner as to affect the land surface or the quantity or quality of ground or surface waters;
4. Upon completion of the construction of the proposed berm and screening as shown on the approved plan, the removal or destruction of trees, shrubs or other vegetation, the destruction of wildlife or its habitat, or any other activity or use which is or has the potential for being detrimental to drainage, flood control, water quality, erosion control, soil conservation, wildlife or the land and water areas or to the landscape conditions established pursuant to the plan approved by the South Windsor Planning and Zoning Commission;
5. The conduct of any of the foregoing activities in such proximity to the Buffer/Conservation Easement Area such that the result could be detrimental to drainage, flood control, water quality, erosion control, soil conservation or wildlife in the Buffer/Conservation Easement Area; and

II. EXCEPTIONS

NOTWITHSTANDING ANY OF THE FOREGOING PROVISIONS:

1. The Grantee, shall be permitted to undertake the construction, reconstruction, maintenance and repair within said premises of the fencing to be installed, the landscape materials to be installed, the storm water drainage facilities existing or to be installed, any above-ground and below-ground public or private utilities, including sanitary sewer and/or water lines, and including the removal of invasive species of plants, subject to review by the Town Planning Staff to reasonably determine (a) the need for the proposed activity within said premises; and (b) an environmental review of the siting and proposed methods of installation and maintenance to be utilized. Any installation or maintenance activities shall require the replacement and restoration of any disturbed areas in a timely manner upon completion of the approved work.

2. The Grantee, acting by its Planning Staff, shall, upon written application of the Grantor, permit the removal of dead trees and dead brush from said premises.

3. The Grantee, acting by its Planning Staff, may, upon written application of the Grantor, permit the pruning and thinning of live trees and brush on said premises.

The Grantee agrees, by acceptance hereof, to release automatically such Buffer/ Conservation Easement Agreement as though this instrument had never been executed by Grantor, should, at any time, said premises be condemned by some dominant government authority.

The Grantor herein reserves for itself, its successors and assigns the right to make use of the above-described premises for any and all purposes which are in keeping with the stated intent of this Private Conservation Easement Agreement and which shall in no way endanger the maintenance and conservation of the above-described premises as a buffer/open space buffer/conservation area.

III. FINDING OF VIOLATION

1. If it is determined by the Grantee, or its successor, that a violation of this Private Conservation Easement Agreement exists, the Grantor shall be ordered to cease and desist from and prevent any activity which, in the opinion of the grantee, or its successor, is in violation of this Conservation Easement Agreement.

2. If the Grantor is found to have violated the terms of this Private Conservation Easement Agreement, the Grantor agrees, among other things, to restore the Private Conservation Easement Area(s) as closely as possible to its (their) natural state. Such restoration shall include but need not be limited to:

a. replanting with trees, shrubs or other appropriate vegetation acceptable to the Grantee, acting by its Planning staff;

b. removal of any debris, trash, garbage, ashes, waste, rubbish, silt, or unsightly or offensive material;

c. removal of any unauthorized buildings, signs, billboards, or other advertising, or other structures on or above-ground;

d. emplacement and maintenance of soil erosion and sediment controls; and

Restoration shall be at the expense of Grantor and in accordance with plans developed by a qualified professional such as a landscape architect, land surveyor or a professional engineer, and approved by the Grantee, or its successor.

The foregoing Private Conservation Easement Agreement shall be permanent and binding upon the Grantor and its successors and assigns, except as hereinbefore set forth, and inure to the benefit of the Grantee, its successors and assigns.

TO HAVE AND TO HOLD the above-granted rights, privilege or authority unto said Grantee, and its successors and assigns, forever, to it and their own proper use and behoof.

IN WITNESS WHEREOF, the Grantor hereunto has set its hand and seal the day and year first aforementioned.

Signed, Sealed and Delivered
in the presence of

GRANTOR: MCGUIRE ROAD ASSOCIATES LLC

_____ BY: _____

Its Member, duly authorized

STATE OF CONNECTICUT:

: ss. South Windsor _____, 2022

COUNTY OF HARTFORD

:

Personally appeared _____, duly authorized member of McGuire Road Associates LLC, as aforesaid, signer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of the limited liability company, before me.

Peter Jay Alter
Commissioner of Superior Court

Record and Return to:
Peter Alter
PO Box 1530
Glastonbury, CT 06033

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

THIS DECLARATION made this _____ day of _____, 2022, by and between **McGuire Road Associates LLC**, a Connecticut limited liability company located in the Town of South Windsor, County of Hartford and State of Connecticut, hereinafter called "Owner", and the **Town of South Windsor**, a municipal corporation, hereinafter called "Grantee".

to wit:

WHEREAS, Owner is the owner of 542 King Street, in the Town of South Windsor, County of Hartford and State of Connecticut, being also shown as " _____ " ("Property") on a certain map or plan entitled: " _____ ", to which reference may be had for a more particular description thereof;

WHEREAS, Owner has been required by the Town of South Windsor Planning and Zoning Commission to place certain restrictions and covenants upon the Property for the benefit of the Town of South Windsor and its residents, which restrictions shall run with the land and be binding upon the Owner and its successors and assigns; and

NOW THEREFORE, Owner, for the benefit of Town of South Windsor, and its successors and assigns, for good and valuable consideration, does hereby make known, publishes, declares, covenants and agrees that the Property shall hereafter be subject to the following covenants and restrictions, which shall be real covenants running with the land and binding upon all purchasers, owners and mortgagees and any purchasers, owners or mortgagees of any portion of the same, their heirs, executors, administrators, successors and assigns.

FIRST: These restrictions and covenants shall be binding upon the Owner and all persons claiming through the Owners as hereinbefore set forth, and shall run with the land and be binding upon the Owner and its successors and assigns as permanent restrictions and protective covenants.

SECOND:

Invalidation of any of the covenants herein contained by judgment or court order shall in no manner affect any of the other provisions which shall remain in full force and effect.

THIRD: The following covenants and restrictions shall apply to the Property:

- a. The Town of South Windsor shall have the right to enforce this restrictive covenant through the judicial process as it deems necessary and appropriate to ensure continued compliance by the Owner.

- b. The Owner of the Property, its successors and assigns herein agree that no building shall be erected on the Property that exceeds twenty-eight feet (28') in height at its highest point even if the Zoning Regulations of the Town of South Windsor would otherwise allow a taller building (up to forty feet (40') is currently allowed). In the event that the Owner of the Property, or any entity or person claiming through the Owner shall violate this restrictive covenant, and the Town of South Windsor seeks to enforce this restrictive covenant through a judicial process, then the Owner of the Property if it is found to have violated the restrictive covenant shall be liable to the Town of South Windsor for any and all expenses incurred including reasonable legal fees and expenses incurred, in enforcing this covenant.

IN WITNESS WHEREOF, the Owner hereunto has set its hand and seal the day and year first aforementioned.

Signed, Sealed and Delivered
in the presence of

OWNER: MCGUIRE ROAD ASSOCIATES LLC

BY: _____

Its Member, duly authorized

STATE OF CONNECTICUT:

: ss. South Windsor _____, 2022
COUNTY OF HARTFORD :

Personally appeared _____, duly authorized member of McGuire Road Associates LLC, as aforesaid, signer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of the limited liability company, before me.

Peter Jay Alter
Commissioner of Superior Court

DRIVEWAY ACCESS AGREEMENT

McGuire Road Associates, LLC, a Connecticut limited liability company, acting herein by Blake Bannon, duly authorized, (the "Grantor"), for a valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to Steven J. St. Jarre, of 574 King Street in the Town of South Windsor, County of Hartford and State of Connecticut, (the "Grantee"), the right to utilize an existing driveway access from King Street, located in the northeasterly corner of 542 King Street for the purpose of gaining ingress and egress from King Street to the rear portion of the Grantee's property at 574 King Street. The Grantee shall have this right of driveway access for so long as the Grantee is the title owner of 574 King Street and resides therein. Upon the termination of the Grantee's ownership, this Driveway Access Agreement shall terminate and shall not be transferable to any subsequent owner of 574 King Street.

The Grantee shall have the right to reasonably maintain the driveway, shall be solely responsible for clearing the driveway of ice, snow or other impediments and may, at the Grantee's sole option, lay down crushed stone or other material for sub-base and/or crushed stone or gravel for the top surface of the driveway.

The Grantor hereby reserves the right to use the driveway for all reasonable purposes, that, in the reasonable opinion of the Grantor, (i) do not materially interfere with the exercise of any of the rights herein granted and (ii) do not create a hazard.

The Grantor, by its granting of said access rights, and the Grantee, by its acceptance of same, hereby acknowledge, covenant and agree for themselves and their respective heirs, successors and assigns as follows:

- (a) the right of access granted herein is intended to be a personal right for the benefit of the Grantee only for so long as he is the owner of 574 King Street and resides therein and shall not be a transferable right or agreement to any subsequent owner, or tenant, without the prior written consent of the Grantor;
- (b) the Grantee shall not erect any building or structure on, place or store any materials on, obstruct, excavate, fill or flood the driveway area, or otherwise use the driveway in any manner that, in the reasonable opinion of the Grantor (i) may materially interfere with the property rights of the Grantor and/or (ii) may create a hazard;
- (c) the Grantee shall not permit any third parties to utilize said driveway;

The Grantee by acceptance and use of the driveway access hereby agrees and shall indemnify and hold the Grantor harmless from any loss, cost, injury, damage, claim or expense as may arise as a result of the Grantee's making use of the driveway as provided herein.

This Agreement is made by the Grantor and Grantee to provide the right to the Grantee to utilize the existing driveway located on 542 King Street for access to the rear of his property at 574 King Street and for no other purpose.

IN WITNESS, WHEREOF the Grantor, intending to be legally bound hereby, has duly executed this Agreement on this the ____ day of _____, 2022.

Signed and witnessed in the presence of:

Grantor:
McGuire Road Associates, LLC

Witness 1 _____
Print Name:

By: _____
Name:

Witness 2 _____
Print Name:

ACKNOWLEDGEMENT

STATE OF CONNECTICUT

ss: _____

COUNTY OF _____

On this the ____ day of _____, 2022, before me, the undersigned officer, personally appeared _____, who acknowledged that he signed this document on behalf of McGuire Road Associates, LLC as his free act and deed, being duly authorized to act on behalf of McGuire Road Associates, LLC, the for its stated purpose.

In witness, whereof, I hereunto set my hand and official seal.

Notary Public -- My Commission Expires: _____
Commissioner of the Superior Court

Contents Noted, Accepted and Approved.

Steven J. St. Jarre

Dated: _____

RELEASE OF RIGHTS OF INGRESS AND EGRESS

**To All People to Whom These Presents Shall Come, Greeting:
KNOW YE, THAT**

MCGUIRE ROAD ASSOCIATES LLC, (hereinafter, the “**Releasor**”), of the Town of South Windsor, County of Hartford and State of Connecticut does hereby release and terminate any and all rights of ingress and egress which it may have as the owner of **542 King Street** over a certain private driveway located on property known as 542 King Street, intending hereby to terminate any and all rights of ingress and egress from 542 King Street to King Street in the Town of South Windsor by way of said private driveway currently owned by McGuire Road Associates LLC.

IN WITNESS WHEREOF, MCGUIRE ROAD ASSOCIATES LLC, has caused this Release to be signed and sealed on the ____ day of _____, 2022.

Witnesses:

MCGUIRE ROAD ASSOCIATES LLC

By: _____

Acknowledgment

STATE OF CONNECTICUT }
 } ss. November __, 2022
COUNTY OF HARTFORD }

Personally appeared _____, duly authorized member of **MCGUIRE ROAD ASSOCIATES LLC** as aforesaid, Signer and Sealer of the foregoing instrument, and acknowledged the same to be his and its free act and deed.

Notary Public
My commission expires:
Commissioner of the Superior Court

RELEASE OF RIGHTS OF INGRESS AND EGRESS

**To All People to Whom These Presents Shall Come, Greeting:
KNOW YE, THAT**

EDWARD T. SUNDERLAND III, (hereinafter, the “**Releasor**”), of the Town of South Windsor, County of Hartford and State of Connecticut does hereby release and terminate any and all rights of ingress and egress which he may have as the owner of **37 McGuire Road** over a certain private driveway located on property known as 542 King Street, intending hereby to terminate any and all rights of ingress and egress from 37 McGuire Road to King Street in the Town of South Windsor by way of said private driveway currently owned by McGuire Road Associates LLC.

IN WITNESS WHEREOF, Edward T. Sunderland, III, has caused this Release to be signed and sealed on the ____ day of _____, 2022.

Witnesses:

Edward T. Sunderland, III

Acknowledgment

STATE OF CONNECTICUT }
 } ss. November ___, 2022
COUNTY OF HARTFORD }

Personally appeared **Edward T. Sunderland, III**, as aforesaid, Signer and Sealer of the foregoing instrument, and acknowledged the same to be his free act and deed.

Notary Public
My commission expires:
Commissioner of the Superior Court

Mr. Bart Pacekonis, Chairman
Planning & Zoning Commission
1540 Sullivan Avenue
South Windsor, Ct 06074

Re: Zone Change & Site Plan Applications

Hartford Truck Equipment
542 King Street
South Windsor

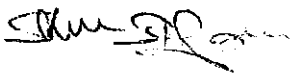
Dear Chairman Pacekonis:

My name is Steve St. Jarre of 574 King Street. I am in support of the zone change and site plan applications of Hartford Truck Equipment directly next to my home and lot, which are residentially zoned. I have met with Blake and Derek Brannon, and with their engineer, and like what they are proposing to protect me and my neighbors, and to protect our property values.

This includes a large berm (over a thousand feet long) and over three acres of buffering with evergreen trees and fencing along King Street and behind my house and other homes. They will do that immediately, before they extend their operations. It also includes a commitment to building lower profile buildings, and to allow me to continue using a driveway over their land which is very convenient to me. This driveway will be permanently closed to commercial trucks, another plus for me and my King Street neighbors.

Finally, I hope you and the Commission will allow Blake and Derek to grow their clean business along Route 5 and help to keep my taxes low.

Steve St. Jarre - December 29, 2021



Edward T. Sunderland III
1464 Main St.
South Windsor, Connecticut 06074

January 3, 2022

Bart Pacekonis, Chairman
Planning & Zoning Commission
1540 Sullivan Avenue
South Windsor, Ct 06074

Re: Zone Change & Site Plan Applications
Hartford Truck Equipment
542 King Street
South Windsor, Connecticut

Dear Chairman Pacekonis,

I am writing you to express my unqualified support for the zone change and landscape/buffer site plan applications of McGuire Road Associates that are now before the PZC. I do so as the long-term owner of a 2.11 acre parcel in the Rural Residential Zone at 37 McGuire Road which directly abuts the area of the zone change, and also as the owner of a residence on Main Street.

One reason for this support is that the applicants, Derek and Blake Brannon, have engaged Design Professionals and their landscape architects to design a 3.3 acre landscaped buffer along King Street and behind or beside residential abutters, which will benefit all of their neighbors and preserve property values. It is a robust design, containing an expansive earthen berm, fencing and large number of evergreen trees, and which will be in a permanent conservation easement. It will screen the operations of Hartford Truck Equipment, as well as many other existing commercial enterprises on Route 5. The King Street neighborhood will be protected and remain residential in character.

A second reason is that while they are seeking a 7.39 acre zone change, only four acres, or 55%, will actually be used by Hartford Truck Equipment, and the balance will be maintained by the applicants in a natural state along their King Street frontage (after buffer improvements are completed).

My third reason is that they are willing to abandon the existing commercial access drive through the subject property to King Street. As requested, I have also agreed to abandon my interest in that commercial driveway. It will become part of the buffer landscaping. This too will help their neighbors.

My final reason for supporting these applications is that I want to encourage Derek and Blake to continue to grow their thriving business along Route 5 in South Windsor, which provides a valuable service to regional businesses and enjoys a wonderful reputation.

Sincerely,



Edward T. Sunderland III

Appl #21-36P, 25 Talbot Lane Distribution Facility Site Plan

February 8, 2022
Planning Department Report

1. Request for site plan approval for a 359,640 sq ft distribution facility (including approximately 6,000 sf of office space) on 30.37 acres of property, combining properties located at 5 and 25 Talbot Lane, 475 and 551 Governor's Highway, I zone. As the Commission is aware, a similar size building was proposed and subject of a denial in December of 2021.
2. As with the previous application, the intended use is offices and warehouse space for a distribution facility. There is no known tenant at this time and there is no outdoor storage proposed with this application. The applicant has provided a fiscal impact analysis addressing the potential benefits of this type of project to the town, traffic study, environmental report, etc.....
3. Maximum impervious coverage allowed is 65%; 55.4% proposed. Proposed building will be 40 feet in height. Front yard setback for the building is about 95 feet, 35 feet required. Side yard setback minimum is 10 feet; 240 feet is proposed. The parking requirement for this building is 318 spaces; 318 spaces have been provided. The proposal also includes 10 EV Charging stations (including 2 handicap spaces) and 24 EV ready spaces.
4. There are 54 loading docks shown servicing this facility and 59 trailer spaces. These loading docks and spaces are located on the westerly side of the building as well as a parking area for approximately 30 tractor trailers to queue. The regulations prohibit loading docks from facing the public highway and activities must be screened from the roadway. These docks do not face Governor's Highway and the applicant is proposing a six-foot berm with plantings along the site's frontage to screen the activities. We would recommend the applicant is incorporate a screening fence along the property boundary on the westerly side of the site to screen views into the parking area.
5. There are two access drives servicing the site. The primary access off of Talbot Lane will be a full-service drive for the trucks and the Governor's Highway access will be for employees. There is a driveway around the building; however it is gated off from through traffic. Other signage being added include "No Parking, Standing or Queuing" along Talbot Lane frontage, and "No Idling" signs posted periodically throughout the western parking areas and along the building.
6. A traffic study has been submitted and reviewed by the staff. The findings indicate that the road network can accommodate the anticipated increase in traffic and that there are no improvements necessary at this time. With the previous application, the Police Department has requested that a sign be added directly across from the gated entrance stating "Trucks are required to turn left". Staff would request that the study be updated to reflect the changes reflect changes in the plans (number of parking spaces, trailer spaces, etc).

7. Office of State Traffic Administration approval is required; and OSTA has full jurisdiction over traffic signals and road improvements on State roads. The traffic engineer indicated that OSTA has reviewed their traffic study, however a final certificate has not been issued by the State. The final plans submitted shall reflect any requirements of the State's approval.
8. With the original application, staff had also suggested pursuing a "Traffic Calming Study" along Governor's highway and had requested an area be identified for site line easements, grading easements and potential future ROW in the vicinity of the Governor's Highway site drive to accommodate potential road improvements made by the town. We would make that same request with this application.
9. This property is adjacent to industrially zoned property to the west and northwest and residentially zoned property to the east, southeast and northeast. A 50-foot buffer is required along the residential zone line. The applicant's proposal is to leave the first 50 feet untouched and then construct a 6-foot-high berm with buffer plantings in the next 50 feet along the southerly and easterly side of the property. Cross-sections of the buffer have been provided. As suggested previously, interplantings within the 50-foot buffer area would ensure growth over time within the required buffer area.
10. All proposed lighting are full cutoff fixtures. The lighting includes wall paks as well as 25' poles in the employee parking areas and throughout the parking areas.
11. The applicant has provided a colored elevation. They intend to have both a free standing and building signage. It should be noted that only one free standing sign is allowed (the plans reflect signage at both entrances). Landscaping has been included along the site's frontage and throughout the parking areas meeting our interior parking landscaping requirements.
12. There are no sidewalk or pathways shown on the plans and the current sidewalk plan does not call for any sidewalk along this stretch of Governor's Highway. Staff had requested the road ROW be graded so that in the future a pathway or sidewalk could be installed.
13. With the original proposal, the applicant had offered pursuing a pathway from the southern end of the site through the Town open space to provide a connection to the existing walking trail created as a part of the Constitution Landing industrial subdivision.
14. Architectural and Design Review Committee reviewed this project on September 1 and will be reviewing additional elevations and materials at a future meeting. The applicant returned to ADRC on 10/21/21 to review changes to the building elevations as well as building materials and colors. The committee was pleased to see the relocation of the loading docks and that the building now addressed the road with the office component. They forwarded a favorable review of the project.
15. A 60 ft. wide X 12 ft. tall wooden wall to mitigate sound shall be constructed at the southern end of the loading dock area in the area presented by the applicant. The applicant shall comply with all state and local noise ordinances
16. The facility operator and operator's security services shall monitor and enforce compliance with all state and local idling ordinances. No idling signs shall be posted on site in areas

visible to truck drivers. The applicant shall utilize the State CT DEEP model design for such signage.

17. The site is served by public water and sewer. Water Pollution Control Authority approval is required.
18. The Fire Marshal's office has reviewed the revised layout and have not expressed any concerns; the police have also review the revised layout.
19. There are areas of regulated wetlands on the site. The IWA/CC approved this application on Nov 3, 2020 requiring bonds in the amount of \$50,000 for establishment and maintenance of erosion and sediment controls, and \$100,000 for the installation of stormwater structures and wetland mitigations measures. The mitigation area to be held for three growing seasons to ensure proper establishment. The applicant did approach the IWA with a new application, however they were advised a new application was not warranted. A modification to the existing approval has been submitted and will be heard by the IWA/CC on 2/2/22.

If this application is approved, the planning department requests the following modifications:

- A deed combining all four properties into one building lot shall be submitted. The property address shall be known as 25 Talbot Lane.
- Evergreen trees and/or bushes shall be interplanted within the 50-foot buffer area to enhance the screening of the site and maintain buffer screening over time subject to staff approval.
- The facility operator and operator's security services shall monitor and enforce compliance with all state and local idling ordinances. No idling signs shall be posted on site in areas visible to truck drivers. The applicant shall utilize the State CT DEEP model design for such signage.
- The conservation 40-foot easement shown to include the berm and landscape area shall include language requiring the maintenance of the plantings in perpetuity to achieve the required buffer screening requirements of Section 6.2.4 B.
- Site line easements, grading easements and potential future ROW shall be shown on the plans in the vicinity of the Governor's Highway site drive to accommodate potential road improvements that the town may consider in the future.
- If the use for this facility changes from a warehouse/distribution facility, the applicant is to return to the Planning and zoning Commission for further approval of the use.
- Grading along Governor's Highway shall be able to accommodate a future five-foot sidewalk.