

Dr. Michael Klemens, Chairman
Town of Salisbury Planning and Zoning Commission
P.O. Box 548
Salisbury, Ct. 06068

Re: Wake Robin Inn-Special Permit Application submitted by Aradev, LLC, Serena Granbery
(now joined by 53 Wells Hill LLC)

Dear Dr. Klemens,

I thought that it might be helpful for the Commission to have the outline of my concerns as noted in my comments made at the August 26, 2025 Public Hearing. I would like to express my appreciation for the courtesies you extended to me in allowing me to speak twice and in excess of the three minute limitation in order to express all of my concerns.

The summation is as follows:

A. 53 WELLS HILL ROAD

1. This property is no longer owned by Serena Granbery but has been conveyed to an entity known as 53 Wells Hill LLC for the sum of \$720,000.00.
2. 53 Wells Hill, LLC is a different legal entity from Aradev, LLC, one of the applicants here and different legal entity from Wake Robin, LLC, the owner of the property on which the Wake Robin Inn operates.
3. Section 213.5 is the section of the Salisbury Planning and Zoning regulations (hereinafter "the Regulations") that allows a hotel in the RR-1 Zone with a special permit but states that "The following additional standards and specific requirements apply: a. Minimum lot size shall be 10 acres; b. Frontage and Access. The property containing a hotel must have 150 feet of frontage on and be accessed from a Connecticut State Highway."
4. The Regulations define Lot as follows: "LOT. A plot or parcel of land under the same ownership occupied or capable of being occupied by only one principal building and the accessory buildings or uses customarily incidental to it, including such area, yards and dimensions as are required by these Regulations. In the case of public,

institutional, commercial or industrial buildings, a group of buildings under the same ownership may be considered as occupying the same lot”

5. The real estate located at 53 Wells Hill Road has not been merged with the current Wake Robin Inn property and, therefore, its inclusion as part of this special permit application must be viewed in light of whether or not it meets the standards and requirements stated in section 213.5 of the Regulations.
6. In short, it does not. It is less than 3 acres in size and does not have any frontage on or access to a Connecticut State Highway.
7. The applicant states that this property was once part of the Wake Robin Inn real estate and therefore should be considered as part of the Wake Robin Inn property. The same argument could be made for the property located at 33 Wells Hill Road which was part of the Wake Robin Inn property until it was sold by Jane B. Hunter, the then owner of the Wake Robin Inn to Mr. and Mrs. John C. Bohlman in October of 1941. This property continues to exist as a separate lot with a single family dwelling on it. If the applicant acquires this property in the future in an effort to expand its operations under its stated theory that property which was once part of the Wake Robin Inn property can properly be included in a Special Permit Application for a hotel, another residential unit could disappear from the housing stock inventory converting the same to use as transient housing. I believe that following this theory and losing the two existing dwelling units on 53 Wells Hill Road is in contravention of the desires for increased housing opportunities voiced in the latest Plan Of Conservation and Development which states in part “We must redouble our efforts to create a broad diversity of housing available to people of lower and modest incomes, as well as the significant population of seniors who wish to age in place.” Accepting the applicant’s position with regard to 53 Wells Hill Road results in an expansion of commercial activity further into a residential zone.
8. Similarly, if the Commission accepts the applicant’s acquisition theory, you should be aware that part of the current Wake Robin Inn property was acquired by a deed from Hazel Cowles who sold 3 acres of her 17 acre lot to the Wake Robin Inn, Incorporated in November of 1956 by Warranty Deed recorded in the Salisbury Land Records in Volume 77 at page 137. I am concerned that if the applicant acquires the remaining acreage of this lot and if the Commission follows the applicant’s current theory, a new Special Permit Application could be submitted for the development of that property as part of the overall Wake Robin Inn expansion which would greatly expand the reach of commercial activity even deeper into the residential zone.
9. At the May 6, 2024 Public Hearing at which the adoption of what is now Section 213.5 was presented (pertinent portions of the transcript of such meeting are attached and highlighted for ease of reference), Dr. Klemens stated “So That’s why

there are so many of the regulations that are impacted by the proposed change but ultimately the objective was looking at, we have at least 2, non-conforming hotels in town and this change would help to legitimize those uses. It also aids in clarifying what constitutes an accessory use to a hotel or motel and therefore it does somewhat impact the hotels and motels in our commercial districts.” A short time later in the Public Hearing Dr. Klemens stated “Not to say that down the road someone could buy up a bunch of properties and merge them but really, this is right now this really is pretty much the 2 hotels that we have. The Interlaken and the Wake Robin. That’s pretty much bringing them out of non-conformity and into conformity. And of course, we can’t spot zone. Its bad to create a regulation that basically encompasses everything. Though I think in reality there is not gonna be, I’d be very surprised, if we got another 10 acre parcel, amalgamated. Another sewer on a state highway. I think that a pretty pretty high part (sic- bar).”

Clearly the intent of the new regulation was to bring two non-conforming hotels into conformity and there was absolutely no discussion of the possibility of it allowing the Interlaken or the Wake Robin to expand further into the residential zones in which they sit.

10. I do not think that a reasonable interpretation of the intent of this Regulation and the reasonable application of this Regulation to the Application now pending would allow 53 Wells Hill Road to be a part of this Application. It would set a dangerous precedent for the future. Once the precedent is set, Salisbury Planning and Zoning Commissioners in the future may find themselves powerless to reject such Special Permit Applications.

B. MINIMUM LOT AREA

1. Section 301.1 of the Regulations states, “Calculation of Lot Area: The calculation of minimum lot area in all zones shall not include the area of a water, sewer, power or similar utility easement or an easement of access or private right of way for access.”
2. The Class A-2 survey done by Arthur Howland and Associates and made part of the application package shows the Wake Robin parcel noted as “Parcel One” as comprising 11.280 acres.
3. This acreage calculation does not, however meet the requirements of section 301.1 as it fails to deduct from the gross area the area of the various easements which encumber the property.

4. The map notes a CL&P easement which is shown on map 2781 as filed in the Town Clerk's office and states that the easement area consists of 0.636 acres.
5. The map shows a 25 foot wide easement from the Wake Robin Inn improved driveway to lands of Hawley but makes no calculation of the easement area.
6. The map shows the location of an abutter's bituminous driveway (at 110 Sharon Road) but makes no calculation of its size.
7. The deed to Wake Robin LLC notes Rights of Way across the property as set forth in deeds recorded in the following volumes and pages of the Salisbury Land Records: Volume 40/590; Volume 42/375; Volume 52/72; Volume 58/17 and Volume 74/515 all of which deeds are incorporated herein by reference. The location and area of these easements on Wake Robin Inn property are not shown or calculated.
8. There is the area on which the cell tower sits which the applicant's plans show as containing 10,000.00 square feet. This is similarly not deducted to calculate the minimum lot area.
9. Finally, there is an above ground sewer line which was mentioned in the last hearing but no area of easement for the WPCA for the above ground or subterranean lines serving the motel units or the hotel proper is calculated. No easement is recited in the deed, but the WPCA should be contacted about whether or not it holds an easement and, if so, what the width and length of the same is.
10. In short, without these calculations, the applicant cannot demonstrate that the Wake Robin Inn lot meets the 10 acre minimum area requirement as set forth in section 213.5 of the Regulations.

C. CONNECTICUT LIGHT AND POWER COMPANY d/b/a EVERSOURCE ENERGY-
ELECTRIC DISTRIBUTION EASEMENT RESTRICTIONS

1. Attached you will find a copy of the Electric Distribution Easement on the Wake Robin Inn property recorded in the Salisbury Land Records in Volume 271 starting at page 951. I have highlighted the language that I think is important in the context of my last concern. You will note that it references a map (map 2781 as noted above) and states clearly that ".....no additional building, structure, or other improvement or obstruction shall be located upon the Easement Area, and there shall be no excavation, filling, flooding or grading of, and there shall be no permanent parking of vehicles or planting of trees or shrubbery upon the Easement Area within five (5) feet from any facilities or appurtenance installed to provide services to any structures erected on the Property.....".
2. The Commission cannot enforce this restriction, of course, but the applicant has not demonstrated that the proposed improvements do not violate the terms of the Easement which gives Connecticut Light and Power Company the right to" Remove and dispose of any of the aforesaid made or installed in violation of the

above and restore said land to its prior condition.” Perhaps the proposed improvements are in harmony with the clear terms of the Easement, but without demonstrating that, the applicant is asking the Commission to approve a Special Permit to make alterations to the structures and the land that may be in violation of the Easement terms and therefore cannot be built. I think that the applicant should be required to do so.

Thank you for your time and consideration of these concerns.

Mark J. Capecelatro

Klemens: We have another public hearing. Marty ?

Martin Whalen: Reads the Legal Notice

Klemens: Thank you Marty. I think I'm gonna start by having the land use Director, maybe explain because I think how we got here, I don't even know if there's, I think its actually its our amendment so I think Abby,

Abby Conroy: Sure, and just as a matter of process we are obligated to refer any amendments to the Northwest Council of Government.

Klemens: It would be really nice, if the Northwest Council of Government could know how to spell our town's name

Abby: they had a _____ turn around, I have never seen a turnaround as quickly as they did. So I'll take that over no response.

Klemens: Yes I agree with you. But hopefully, hopefully they'll know how to spell. Okay.

Abby: Which way, which we've been dealing with.

So for the members of the public that aren't aware, but I know this commission is fully aware, there are a lot of things in our regulations that are outdated or multiple definitions of uses, somethings there's contradicting terms, and they're all intertwined so that when you pull one thread to make a simple change you have to unravel this letter and make more than just one simple change. So that's why there are so many of the regulations that are impacted by the proposed change but ultimately the objective was looking at, we have at least 2, non-conforming hotels in town and this change would help to legitimize those uses. It also aids in clarifying what constitutes an accessory use to a hotel or motel and therefore it does somewhat impact the hotels and motels in our commercial districts. We also, somewhat recently had an application for a hotel in the commercial district and we discovered that essentially the hotel definition called for a single lobby. We know that in a lot of our more rural communities hotels sometimes have cottages and outbuildings and so they didn't really meet that definition. Additionally, motel was characterized essentially by a long building with a single door side by side where you pull a car up directly in front. So we wanted to clarify those uses to a more modern day standard. Attached to our referral to the Northwest Hills Counsel of Government was the following explanation which I have on the screen right now. It merely identifies the changes that we are making. So for example, section 205.1 in table of uses for residential zones, we would allow hotels in the RR-1 zone by special permit only. Because we were making a change to the table of uses, we were also proposing eliminating the RR-1(b) zone, which no longer exists in town. So that is just a matter of cleaning up the table. We also note that at some point during comprehensive rewrites over the years, the LA zone completely dropped off the table of uses. So again, because we were proposing changes to the table of uses, we've simply brought the uses that were in the last adopted regulations that had LA zone in the table of uses and carried those permit types over.

We also separated hotel and motel within these tables. Currently they are on the same line. Because they are defined as different uses, we separated those into their own row. But we did not propose any changes to the permit mechanism. That is site plan, special permit, etc. We also include a new section 213.5 which introduces specific criteria under which a special permit for hotel use may be pursued in residential zones. There remain no special use standards for hotels or motels in the rural enterprise, commercial and industrial zones. We didn't feel like we wanted to open that can of worms. So we didn't.

Table parking requirements we also looked at because we recognize that a hotel that has its own restaurant very likely some of those people who are staying within the hotel are also going to be patrons at the restaurant, therefore we did not feel that you needed to have the strict number of parking spaces as called for for each use. So you don't need to have the number of spaces called for sole restaurant use and then solely hotel use. So I provided an example of how that might look and included some clarification as to what considerations the commission might look at when they're determining if they're sufficient parking proposed for a use. And then also we revised the definitions for hotel and motel. Making the distinction between the two uses and providing examples of customary and incidental facilities.

Klemens: Abby, would you explain to the public because you know the very specific performance. So I'm not going to have hotels popping up, I think the 10 acre, the state road. Could you go over that please?

Abby: Correct, yes, so as I noted currently the commercial districts we were not proposing any changes to what the permanent mechanisms are. But where we are considering to allow hotel uses. Its required by special, that the obtain a special permit and there are minimum requirements including a lot size of 10 acres, frontage and access, they must be at least 150 feet of frontage on and be accessed from a Connecticut State Highway. And then water and sewer service. The property must be served by public water and sewer. So you can't be a septic system or a well. You have be tied into the public drinking water supply and the public sewer system.

Klemens: So just to ___ any fears, the hotels are gonna pop up everywhere those of you know the town they're not many properties that are going to meet that, that definitions. Not to say that down the road someone could buy up a bunch of properties and merge them but really, this is right now this really is pretty much the 2 hotels that we have. The Interlaken and the Wake Robin. That's pretty much bringing them out of non-conformity and into conformity. And of course we can't spot zone. Its bad to create a regulation that basically encompasses everything. Though I think in reality there is not gonna be, I'd be very surprised, if we got another 10 acre parcel, amalgamated. Another sewer on a state highway. I think that a pretty pretty high part

State Tax \$0.00
Local Tax \$0.00

Convey Fee \$0.00

VOL 271 PG 951
09/12/2023 12:30:55 PM
5 Pages
EASEMENT
Patricia Williams, Town Clerk
Town of SalisburyReturn Recorded Document to:
Tina Antolino
Eversource Energy
Real Estate Department
107 Selden Street
Berlin, CT 06037

File No. W21195

Enclosures

ELECTRIC DISTRIBUTION EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, WAKE ROBIN, LLC, a Connecticut limited liability company, with a mailing address of 106 Sharon Road, Lakeville, CT 06039 hereinafter called Grantor, hereby grants to THE CONNECTICUT LIGHT AND POWER COMPANY d/b/a EVERSOURCE ENERGY, a specially chartered Connecticut corporation with offices in Berlin, Connecticut, its successors and assigns, hereinafter called Grantee, until the occurrence of the events described in the condition hereinafter set forth, a non-exclusive obligation, right and easement to construct, maintain, replace, relocate, remove and rebuild on, across, over and under the land hereinafter described on the Map and identified thereon as "CL&P Easement Area" ("Easement Area"), an underground electric distribution system consisting of guys, braces, wires, cables, conduits, above ground transformers, transformer pads, pedestals, meters, fixtures and other appurtenances useful for providing electric service (including wires, cables and conduits running from the systems, transformers and pedestals to any structures erected on such Grantor's lands) all as shown on the Map; the obligation and right to provide electric service by means of the same; and the right to enter and to cross such Grantor's lands for the purpose of inspecting, maintaining or removing same, after reasonable advance notice to Grantor, and to the extent necessary, and the right, after consultation with the Grantor, to trim and keep trim, such trees or shrubbery as in the judgment of the Grantee are necessary to maintain its services. By way of clarification, Grantee's obligations include, without limitation, providing electrical service to the buildings shown on, and in accordance with, the Map, and shall remove any overhead wires.

NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, having an address of 1025 Lenox Park Blvd, BE 3rd floor, Atlanta GA, 30319, its successors and assigns ("Tenant"), has leased of a portion of the Grantor's property which is included in the Easement Area, pursuant to certain Option and Lease Agreement dated as of April 10, 2020 ("Lease") between Grantor as Landlord, and Tenant, which Lease is referenced in that certain Statutory Notice of Lease dated as of November 23, 2020, recorded in Volume 262, Page 820, with the Salisbury, Connecticut, Land Records, which leased portion is described therein as the "Premises". ("Leased Premises"). Tenant joins in this Easement for the purposes set forth herein, to the extent it relates to the Leased Premises and/or the Tenant, so long as the Lease is in effect, including any amendments and extensions thereof.

Said Easement Area is located on the Grantor's' lands ("Property") on the east side of Sharon Road in the Town of Lakeville, Connecticut, as more particularly described on, and identified as "CL&P Easement Area" a map entitled "Easement Map Depicting Easement Area to be Granted to The Connecticut Light and Power Company d/b/a Eversource Energy Across the Property of WAKE ROBIN, LLC, 104 & 106 Sharon Road, Lakeville, CT" Scale: 1" = 30', Date: 12-8-2021, File No. W21194, Prepared by Northeast Survey Consultants" which map has been on or will be filed in the office of the town clerk of said Town of Lakeville, Connecticut. ("Map").

The Grantor and Tenant each agrees, Tenant with respect to the Easement Area which is part of the Leased Premises, and Grantor with respect to the remainder of the Easement Area, except with the written permission of the Grantee, that, except those improvements shown on the Map, and except as set forth herein, which include existing buildings, lighting systems, driveway, parking and paved areas, grease trap, and other improvements and structures existing on the Easement Area, and substitutions therefor or additions thereto within the Easement Area, ("Permitted Improvements"); (i) no additional building, structure, or other improvement or obstruction shall be located upon the Easement Area, and there shall be no excavation, filling, flooding or grading of, and there shall be no permanent parking of vehicles or planting of trees or shrubbery upon the Easement Area within five (5) feet from any facilities or appurtenance installed to provide services to any structures erected on the Property, except and (ii) nothing shall be attached, temporarily or permanently, to any property of the Grantee installed by virtue of this easement. The Grantee may, without liability to the Grantor or Tenant and at the expense of the Grantor as it relates

to the Property other than the Leased Premises, and Tenant s it relates to the Leased Premises, remove and dispose of any of the aforesaid made or installed in violation of the above and restore said land to its prior condition. In the event of damage to or destruction of any of said facilities of the Grantee by the Grantor, Tenant or agents or employees thereof, all costs of repair or replacement shall be borne by the party causing such damage or destruction. Notwithstanding anything to the contrary herein, each of Grantor and Tenant is liable to Grantee only as to its own acts or inactions and not to the acts or inactions of the other party. Grantor, its successors, assigns and/or agents, shall contact Call Before You Dig prior to commencing installation or repair of said Permitted Improvements.

Notwithstanding anything to the contrary herein, by accepting this Easement:

- (a) Grantee acknowledges that Grantor operates a seasonal inn on Grantor's Property between May 1 and November 1 of any calendar year. Accordingly, as set forth in the Lease, Grantee agrees to the following language, except in the case of an emergency: Grantee shall not interfere with the use and enjoyment of the remainder of Grantor's Property, and no construction shall occur before 8 AM or after 5 PM, or on Saturdays, Sundays or holidays and which construction and installation will not emit noise, odor, dust or debris which materially adversely affects the operation of the Grantor's Property including the inn. Construction shall occur, weather permitting, after November 1 and before April 30th, time being of the essence, unless specifically authorized by Grantor writing.
- (b) The Grantee, by acceptance of this instrument, agrees that, upon request of the Grantor or Tenant, and upon execution and delivery to the Grantee of rights and easements acceptable to the Grantee, it will relocate at the expense of the Grantor as to the Property except the Leased Premises, and of the Tenant, as to the Leased Premises, any part of said electric distribution system which the Grantor or Tenant may so reasonably request as to be relocated, provided that such relocation is practicable and consistent with sound engineering principles, including any removal and relocation of such system improperly located due to incorrect street and property line locations furnished by the Grantor as to the Property except the Leased Premises, and by the Tenant as to the Leased premises,, and their respective agents or employees.
- (c) In exercising its rights hereunder, Grantee will make all reasonable efforts to avoid to avoid interference with, or adversely affecting any other utility systems within or affecting the Easement Area or Property, including without limitation, any telephone, lighting and drainage systems. Any mitigation of any drainage system on the Property affected by Grantee's misuse of its rights hereunder, shall require the prior written approval of Grantor before implementation.

The Grantee further agrees, by acceptance of this instrument, that as long as and to the extent that the electric distribution system, together with all appurtenances, located on, or appurtenant to the Easement Area as shown on the Map, are used to provide electric service, the Grantee will repair, replace and maintain such facilities at its own expense (except as otherwise provided herein) and in connection with any repair, replacement or maintenance of said system the Grantee shall promptly restore the Property to substantially the same condition as existed prior to such repair, replacement or maintenance, provided, however, that such restoration shall not include the following: any structures, other improvements or plantings made by the Grantor contrary to the provisions of this easement.

Any notices given pursuant to this instrument shall be in writing and shall be deemed to have been properly given when served personally, or one (1) business day after sending by nationally recognized overnight courier, including USPS express mail, postage pre-paid, addressed as hereinafter provided. All such notices to the Grantee shall be addressed as follows:

Manager, T&D ROW and Survey Engineering
Eversource Energy
107 Selden Street
Berlin, CT 06037

or at such other address and addresses to the attention of such officer or other person as Grantee may from time to time designate by written notice to Grantor and Tenant.

All notices to Grantor shall be addressed as follows:

Between May 1 and November 1 of any year:

Wake Robin, LLC
106 Sharon Road
Salisbury, CT 06039
Attn: Shaffin Shariff

Between November 1 and the following March 31 of any year:

Wake Robin, LLC
c/o Michael Loftus
PO Box 912
Dunedin FL 34697

All notices to Tenant shall be addressed to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: CT2246; Cell Site Name: Lakeville Sharon Road (CT)
Fixed Asset No.: 12676423
c/o AT&T Tower Asset Group
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

or at such other address and addresses to the attention of such officer or other person as Grantor or Tenant may from time to time designate by written notice to Grantee and the other party. If any portion of the above described land upon or under which said facilities or appurtenances thereto shall be located, is now or hereafter becomes a public street or highway or a part thereof, permission, as set forth in Section 16-234 of the General Statutes of Connecticut relating to adjoining landowners, is hereby given to the Grantee and to its successors and assigns, to use that portion of the land for the purposes and in the manner above described.

Any right herein described or granted, or any interest therein or part thereof, may be assigned to any communication, signal company or any other contractor of the Grantee, by the Grantee, and the Grantor and Tenant each hereby agrees to and ratifies any such assignment and agrees that the interest so assigned may be used for the purposes described therein for communication or signal purposes; provided such assignee assumes the obligations of Grantee hereunder. The Grantor reserves unto itself, its successors and assigns, the right, at its election, to grant further utility easements in common with the Easement granted herein to Grantee to construct, maintain, replace, relocate, remove and rebuild, on across, over and under, the Easement Area such utilities and rights as may be required by Grantor. Such rights shall include but not be limited to the right of ingress and egress and such other rights as are granted herein. Grantor's granting of further utility easements in common with Grantee shall not interfere with Grantee's rights herein.

The words "Grantor", "Tenant" and "Grantee" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

IN WITNESS WHEREOF, each of the Grantor and Tenant has hereunto caused (set) hand(s) and seal(s) to be affixed as of this 6th day of March, 2023.

Signed, sealed and delivered in the presence of:

WAKE ROBIN, LLC

Stephanie K Voutsinas
Print Name: Stephanie K. Voutsinas

By: Michael B Loftus
Michael B. Loftus
Its Manager

Quelam Tran
Print Name: Quelam Tran

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF Pinellas) ss. Largo

On this day of March 6, 2023 before me, Stephanie K. Voutsinas, the undersigned officer, personally appeared Michael B. Loftus, who acknowledged himself to be a Manager of WAKE ROBIN, LLC, a manager-managed limited liability company, who acknowledged himself to be the person whose name is subscribed to the within instrument and acknowledged that he, being duly authorized to do so, executed the same for the purposes therein contained by signing the name of the limited liability company by himself as Manager.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Stephanie K Voutsinas
Notary Public – Seal Required
My Commission Expires: 7/23/23



Witness [Signature]
Print Name: Rachelle
MARK REEVES

NEW CINGULAR WIRELESS PCS, LLC
By: [Signature]

Witness
Print Name: [Signature]
Mike Jones

STATE OF Connecticut)
COUNTY OF Hartford) ss. Avon

On this 2nd day of MARCH 2023 before me, Jason D. Conception, the undersigned officer, personally appeared Rachelle Lewis for NEW CINGULAR WIRELESS PCS, LLC who acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as their and said Grantors' free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Jason D. Conception
Notary Public — Seal Required
My Commission Expires: 3/31/2027

