

Harwinton Housing Authority – Regular Meeting  
Monday April 15<sup>th</sup>, 2024

**Attendees:** Dan Granda, Kerri Ouellette, Sabrina Janco, and Administrator Danielle DellaVecchia.

Call to order: Dan called the meeting to order at 10:04 am and Sabrina moved to accept.

**Administrators Report:** None.

**Secretary Report:** None.

**Treasure's Report:** Bill Gangloff was not present. No report.

**Old Business:** None.

**New Business:**

Welcomed our guests from the Harwinton Historical Society (HHS) and asked them to write their names on a sign on sheet to record attendance.

HHS members present were: Susan McClen (President), Martha Lecko (Director), Robert Lecko (Director), Bruce Burnett (Director), Elaine Sederquist (Secretary), Bonnie Andrews (Curator), Carol Kearns (Director), Harry Schuh (Treasurer)

- Dan asked Susan McClen (HHS) to lead the meeting since HHS asked for the meeting. Susan McClen (HHS) asked Harry Schu (HHS) to interject. Harry said that HHS does not need renters' insurance.
- The HHS Treasurer asked how we came up with \$1,000 a month. Sabrina and Dan discussed and explained how we had researched prices for square feet of storage, \$ 0.8 per square foot for outside/not heated storage and \$1.0 per square foot for heated/conditioned storage space. The total square footage of the second floor of the Skinner House is approximately 1,400 square feet. This does not include all the utilities, parking, and even usage of the main floor for the meetings that HHS holds in the Skinner house.
- The HHS Treasurer said that they could not afford the rent \$1,000 a month but did not provide a counteroffer.
- Martha Lecko (HHS) interjected and said that a 1985 document (**Exhibit A**) presented by HHS to the Harwinton Housing Authority superseded any legal document after. Martha read out loud the following "...the Harwinton housing authority shall relocate the Lloyd House to property owned by the authority and shall reconstruct the house for presentation as a historic structure, open to the public at reasonable times, for use as a social center and museum". Sabrina and Dan disagreed regarding a 1985 document having more power over the deed from 1986.

- Dan and Kerri discussed their concerns about liability and the need for insurance. Dan said that when the Harwinton Housing Authority met with the HHS upstairs on February 12, 2024, we (Harwinton Housing Authority) were told by Susan McClen that there was no written agreement, which triggered our concern about not having an agreement. HHS presented Harwinton Housing Authority with a rental agreement written/dated July 1, 2006 and amended January 26, 2009 (Exhibit B). Susan did not know about this document's existence.
- Harwinton Housing Authority presented the HHS with (Exhibit C), dated July 8, 1986 and read the following excerpt out loud "Said premises are subject to the restriction that they shall be used solely for elderly housing social center purposes and for rental to non-profit groups, fees for which are to be used solely for the maintenance of said building. Said premises shall not be subdivided. These restrictions shall be considered a covenant running with the land and be of full force and effect for ten calendar years following the opening of said building, after which they shall cease."
- Dan explained that since we have new information, the Harwinton Housing Authority needed time to evaluate. Dan asked Harwinton Housing Authority to consider a motion to suspend the timeline provided to HHS to vacate and keep their rate as is until the Harwinton Housing Authority reviews new information. Sabrina motioned, seconded by Kerri. All voted Yes, motioned passed, as witnessed by the HHS.
- Dan told the HHS board that he would send an email to Susan regarding suspending the timeline provided to HHS to vacate.
- Dan told the HHS board that the Harwinton Housing Authority will review and provide feedback after this meeting.

Meeting adjourned at 10:44 a.m. Motioned by Sabrina and seconded by Kerri. Next meeting will be on May 20, 2024, at 10:00 am.

Respectfully Submitted,

Sabrina Janco

DOCUMENT PROVIDED BY

1985

MARTHA LECKO ON 4/15/2024

HARWINTON HISTORICAL SOCIETY

File No. 1063

Substitute House Bill No. 7760

State of Connecticut  
House of Representatives

The seal of the State of Connecticut House of Representatives is centered between the words "State of Connecticut" and "House of Representatives". It features a shield with a ship (the USS Hartford) and a banner below it with the motto "QUI TRANSTULIT SIBI" (Who transferred to himself).

House of Representatives, May 21, 1985. The Committee on Finance, Revenue & Bonding reported through Representative Emmons of the 101st District, Chairman of the Committee on the part of the House, that the substitute bill ought to pass.

AN ACT CONCERNING PRESERVATION OF THE LLOYD HOUSE IN HARWINTON.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Section 1. Subject to review and approval by  
2 the Connecticut historical commission, the  
3 commissioner of environmental protection is hereby  
4 authorized to convey to the Harwinton housing  
5 authority for a mutually agreed price and subject  
6 to mutually agreed terms and conditions an  
7 abandoned house known as "The Lloyd House" located  
8 on property within the town of Harwinton known as  
9 "The J. Henry Roraback Wildlife Management Area"  
10 which is owned by the state and under the care and  
11 custody of the commissioner of environmental  
12 protection. Upon acceptance of the conveyance, or  
13 as soon thereafter as is practicable, the  
14 Harwinton housing authority shall relocate the  
15 Lloyd House to property owned by the authority and  
16 shall reconstruct the house for preservation as a  
17 historic structure, open to the public at  
18 reasonable times, for use as a social center and  
19 museum. The authority shall endeavor to maintain  
20 and display with the Lloyd House artifacts and

1/2

EXHIBIT A  
FROM HARWINTON HISTORICAL  
SOCIETY APRIL 15, 2024

23 political leader, J. Henry Roraback, and the  
24 Roraback family, who resided summers in Harwinton  
25 for many years during this century.

26 Sec. 2. The Connecticut historical commission  
27 may make a matching grant to the Harwinton housing  
28 authority in an amount not to exceed fifty per  
29 cent of the total cost of relocating and  
30 reconstructing the Lloyd House in accordance with  
31 section 1 of this act or fifty thousand dollars,  
32 whichever is less.

33 Sec. 3. This act shall take effect July 1,  
34 1985.

35 Committee Vote: Yea 33 Nay 0

FISCAL IMPACT STATEMENT - BILL NUMBER SHB 7760

STATE IMPACT Yes, see explanation below.

MUNICIPAL IMPACT None

STATE AGENCY(S) Department of Environmental Protection

EXPLANATION OF ESTIMATES:

Bonding in the amount of \$50,000 is authorized in SB 749,  
for a grant by the Connecticut Historical Commission to the  
Harwinton Housing Authority for a portion of the costs of  
relocating and reconstructing "The Lloyd House".

EXHIBIT A

2/2

LOCATED IN SAFE

# AGREEMENT

PREMISES: The "Skinner House" - Bentley Drive, Harwinton, Connecticut  
 OWNER: Harwinton Housing Authority  
 OCCUPANT: Harwinton Historical Society  
 DATE: July 1, 2006

Whereas the Owner owns the premises known as the "Skinner House" located on Bentley Drive in Harwinton, CT; and

Whereas the Occupant has requested the Owner to allow certain items of personal property (hereafter called the property) to be stored at the premises for an indefinite period of time, and

Whereas the Occupant has requested the Owner to allow the Occupant to use the premises as an office, and

Whereas the Owner has agreed to allow the Occupant use of the premises for office space and storage of the items hereinafter described.

NOW THEREFORE, in consideration of the covenants set forth hereafter, it is AGREED:

1. The Occupant may use the following location(s) for office space and storage: the attic, the northwest and the southwest rooms on the second floor, and items on display throughout the "Skinner House" as described in the "PROPERTY LIST" attached to this Agreement as Schedule A.
2. The Owner shall allow the Occupant to store at the premises the property described on the "PROPERTY LIST" attached to this agreement as Schedule A. From time to time the parties may amend SCHEDULE A in writing, in duplicate, signed and dated by both parties, to reflect changes in the list of items stored on the premises.
3. The Occupant shall vacate the office space and remove all of said property from the premises within sixty (60) days of written notice from the Owner.
4. The Occupant shall use reasonable care in vacating the office and removing the property from the premises and shall restore the premises at Occupant's expense to the premises' original condition in the event of any damage to the premises caused by removal of the property.
5. The Occupant will indemnify and save the owner harmless from any and all liability for personal injury or damage to property, whether owned by the Occupant or the Owner, including court costs and reasonable attorney's fees arising out of the use of the premises for office space or for storage or the presence or activities of the Occupant, its members, invitees, guests, servants, employees and/or independent contractors on the premises.

1/26/2009  
 QCB  
 north  
 southwest room  
 CFB

EXHIBIT B  
 FROM HARWINTON HISTORICAL  
 SOCIETY APRIL 15, 2024

1/2

6. The Occupant shall maintain current adequate property and casualty insurance covering the office space and property. In the event that the Occupant chooses not to maintain current adequate property and casualty insurance covering the office space and property, Occupant waives all claim of insurance by Owner, and will not look to Owner for damages in the event of any loss or damage to the office or property while stored on the premises.
7. The Occupant shall immediately reimburse the Owner for any expense incurred in vacating the office space or removing the property sixty (60) days after written notice to do so, including any storage and transportation fees and all reasonable labor and moving expenses including all reasonable attorney fees and court costs incurred in collecting said expenses.
8. The Occupant shall give reasonable notification to the Owner of the time(s) when the Occupant desires to enter the premises to vacate the office space and remove the property.
9. The Agreement shall not be construed as a lease or as a bailment for hire.
10. The laws of the state of Connecticut shall govern this Agreement.

OWNER: Harwinton Housing Authority

Devin A. Bell Chair

OCCUPANT: Harwinton Historical Society

Eleazer G. Wicke, president HHS

EXHIBIT B

2/10

Exhibit A to an instrument entitled: EASEMENTS, DECLARATION OF COVENANTS, AND DECLARATION OF PRESERVATION RESTRICTIONS, executed on the 8 day of July, 1986, by THE HOUSING AUTHORITY OF THE TOWN OF HARWINTON and THE STATE OF CONNECTICUT, acting by the CONNECTICUT HISTORICAL COMMISSION and made a part thereof.

All that certain piece or parcel of land with buildings and improvements thereon, situated in the Town of Harwinton, County of Litchfield and State of Connecticut and bounded and described as follows:

Commencing at the perimeter of the Jason Skinner House, also known as the Lloyd House and extending twenty-five (25) feet in each direction. Said house is located in the northwest corner of that parcel of property set forth as parcel B on a map entitled "Map Prepared for the Town of Harwinton, Route 118, Harwinton, Connecticut, Scale 1" = 100' Date May, 1984 Sheet No. 1 of 1 Job No. 269 William A. Berglund, Registered Land Surveyor, Torrington, Connecticut", the northwesterly corner of said Jason Skinner House being one hundred eighty-four feet, six inches (184' 6") from the northwesterly concrete monument of said parcel of land, which parcel is more fully described as follows:

Beginning at a concrete monument set June 16, 1983 being the northwesterly corner of the parcel herein conveyed; thence north 88 degrees 45' 40" east 324.29 feet along the southern boundary of property now or formerly of Regional School District No. 10 to a concrete monument; and thence 88 degrees 49' 26" east 672.30 feet along the southerly boundary of property now or formerly the Regional School District No. 10 to a concrete monument set June 16, 1983; thence south 05 degrees 56' 13" east 89.934 feet along the westerly boundary of property now or formerly of the Town of Harwinton to an existing iron pin; thence south 18 degrees 12' 05" east 100.689 feet along property now or formerly of the Town of Harwinton to a point; thence south 21 degrees 45' 05" east 165.630 feet along property now or formerly of the Town of Harwinton to an existing concrete monument; thence north 88 degrees 47' 03" west 289.447 feet along property now or formerly of the Town of Harwinton to an existing concrete monument; thence south 69 degrees 42' 13" west 827.721 feet to a point being the southwesterly corner of parcel (B); thence north 03 degrees 08' 01" west 600.00 feet to the point and place of beginning.

Said premises are subject to the restriction that they shall be used solely for elderly housing social center purposes and for rentals to non-profit groups, fees for which are to be used solely for the maintenance of said building. Said premises shall not be subdivided. These restrictions shall be considered a covenant running with the land and be of full force and effect for ten calendar years following the opening of said building, after which they shall cease.

Said premises are subject to an easement to the Connecticut Light and Power Company set forth in the Harwinton Land Records in Volume 103 at Page 700.

Said premises are subject to any and all provisions of any ordinance, governmental act or regulation, public or private law, including, but not limited to planning and zoning regulations, building regulations and inland and tidal wetland laws.

Said premises are subject to a mortgage from Farmers Home Administration dated May 30, 1986, and recorded in the Harwinton Land Records in Volume 104 at Page 505.

Said premises are subject to taxes on the Town of Harwinton List of October 1, 1986.

EXHIBIT C  
FROM HARWINTON HOUSING  
AUTHORITY APRIL 15, 2004

LAW OFFICES  
FEBBRIOLE AND HERBST

355 PROSPECT STREET

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