



05-31-17A10:21 RCVD

TOWN OF CROMWELL
INLAND WETLANDS AND WATERCOURSES AGENCY
41 WEST STREET, CROMWELL, CT 06416

RECEIVED FOR FILING
5-31 2017 at 10:21AM.
TOWN CLERK'S OFFICE
CROMWELL, CONN.

Dee Loungoghe, Int.
TOWN CLERK

REGULAR MEETING
7:00 WEDNESDAY, JUNE 7, 2017
ROOM 224
CROMWELL TOWN HALL, 41 WEST STREET

AGENDA

1. Call to Order
2. Roll Call
3. Seating of Alternates:
4. Approval of Agenda:
5. Approval of Minutes:
 - a. May 3, 2017
6. Development Compliance Officer Report:
 - a. Status of On-going Projects
 - b. Status of Existing Cease and Desist Orders
7. Town Planner Report:
8. Public Comments:
9. New Business:
 - a. Show Cause Hearing for 3 Twin Oaks Drive. Richard J. & Dina C Gondon Trustees are the Owners.
 - b. Application #17-06: Request to conduct regulated activities (disturbance for the construction of a building) within the Upland Review Area at 186 Shunpike Road. JPG Partners, LLC is the Applicant and John C. and Sybil C. Martin Executrix of the Estate of Helen M. Ewald is the Owner.
 - c. Application #17-05: Request to conduct regulated activities (disturbance and placement of fill for the construction of a driveway) within the Regulated Inland Wetlands at 63 Willowbrook Road. Bruce Rutgeron is the Applicant and Marie Klimaszewski is the Owner.
10. Commissioners' Comments and Reports:
11. Adjourn

Lu Caraccio Asst
TOWN CLERK

TOWN OF CROMWELL
INLAND WETLANDS AND WATERCOURSES AGENCY
REGULAR MEETING
7:00 PM WEDNESDAY MAY 3, 2017
ROOM 224 CROMWELL TOWNHALL 41 WEST STREET
MINUTES AND RECORD OF VOTES

Present: Chairman Joseph Corlis, Wynn Muller, G. Alden Nettleton, Amanda Drew and William Yeske

Absent: None

Also Present: Director of Planning and Development Stuart Popper, Liaison to Town Council Thomas Tokarz

1. Call To Order

The meeting was called to order by Chairman Corlis at 7 p.m.

2. Roll Call

The presence of the above members was noted. John Whitney was present but not seated.

3. Seating of Alternates

NONE

4. Approval of Agenda

A motion to approve the agenda was made by Wynn Muller and Seconded by Amanda Drew. *All in favor; motion passed.*

5. Development Compliance Officer Report

Mr. Curtin was not present. Mr. Popper offered to direct any questions that the Agency may have to Mr. Curtin. There were no questions.

6. Town Planner Report

Mr. Popper stated that the previous clerk, Linda Imme, has resigned and that Julie Petrella was clerking for the Agency.

Mr. Popper updated the Agency as to the progress of improvements made by ShopRite, that there was tenant activity at County Line Drive, that Planning and Zoning had recently approved the site plan application for Two Men and a Truck, and that there was some interest in the Field Road property.

7. Public Comments

There were no public comments at this time.

8. New Business:

- a. Application #17-04: Request to Dredge and Expand a Farm Pond at 76 Nooks Hill Road. John C. Whitney is the Applicant and John C. and Christine V. Whitney are the Owners.

Mr. Popper clarified to the Agency that the applicant's proposed activity was allowed by right. However, he had asked the applicant to submit a formal application so that it could be heard and there would be a formal record.

John C. Whitney presented the application. He began by showing a picture of the farm pond as of 1939 and stated that it had been dredged once since that time, more than fifty years ago. He wanted to dredge the pond so that it would be deeper and hold more water to pump for irrigation. The island of the pond was approximately 150 feet by 150 feet and the pond was approximately 70 feet by 50 feet. He wanted to increase its size to approximately 100 feet by 70 feet.

Mr. Muller asked for clarification as to whether the applicant was restoring the original dimensions or expanding the pond, as dredging is a matter of right but expanding is not. The applicant stated that he was more concerned with increasing the depth of the pond. He did not know the original size of the pond. Ms. Drew asked about the timeframe for action which the applicant stated would be the fall when the pond was drier. Mr. Yeske stated that he was ok with the proposed plan and wanted to know what the issue with the Russell farm had been and how that differed from the present application. Mr. Popper responded by saying that the Agency hadn't been notified until after the work had been done and it was more of an enforcement issue regarding the deposit of the spoils in the upland review area. The applicant stated that he planned to spread the dredged material as topsoil and in the fields. Mr. Wynn clarified that the previous discussion had concerned the Ruske farm, not the Russell farm.

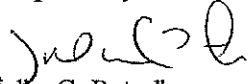
Mr. Popper stated that no formal action needed to be taken and that an advisory opinion could be issued for the record. The presentation was so that the Agency was formally notified and asked that the applicant notify the Agency as to when the work would begin. Mr. Muller made a motion to approve the application as an activity that can be done as of right. It was seconded by Ms. Drew. *All were in favor; motion passed.*

9. Commissioner's Comments and Reports:

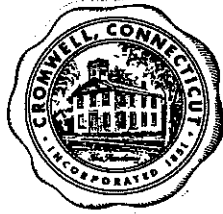
NONE

10. **Adjourn:** Motion to adjourn at 7:11 p.m. by Amanda Drew; Seconded by G. Alden
Nettleton. *All in favor; Motion passed.*

Respectfully Submitted,



Julie C. Petrella
Recording Clerk



Town of Cromwell
Office of the Mayor
Nathaniel White Building
41 West Street
Cromwell, CT 06416

April 26, 2017

John Whitney
76 Nooks Hill Road
Cromwell, CT 06416

Dear Mr. Whitney,

I am pleased to advise you that at their meeting of April 25, 2017, the Town Council appointed you to the Inland Wetlands and Watercourses Agency as a full member. Your term will expire December 2019.

Congratulations, and thank you for serving our community in this way.

Thank you again. I am looking forward to working with you.

Sincerely,

Enzo Faienza
Mayor

Copy: Joan Ahlquist, Town Clerk
Chairman I/W ✓

Memo

To: Inland Wetland Agency

From: Fred Curtin

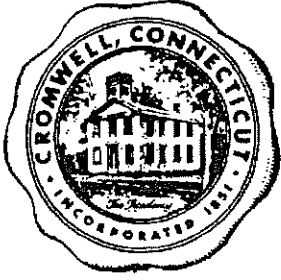
Date: May 31, 2017

Re: 3 Twin Oaks Drive

On or about May 9, 2017, two trees were cut within the "Tree Preservation Easement" on Twin Oaks Drive.

Two of the trees were 17" and 24" in caliber (see pictures) which is a violation of this agreement placed on this Subdivision by the Inland Wetland Agency.

The homeowner has been issued a Cease and Desist order which will be heard on June 7, 2017. You may uphold my decision to replant the 17" and 24" trees, withdraw it, or modify the order.



TOWN OF CROMWELL
PLANNING & ZONING
41 WEST STREET, CROMWELL, CT 06416

May 31, 2017

Richard & Dina Gondon, Trustees
3 Twin Oaks Drive
Cromwell, CT 06416

Re: 3 Twin Oaks Drive
Cromwell, CT

CEASE AND DESIST ORDER
SHOW CAUSE HEARING

You have cut two trees within the "Tree Preservation Easement Agreement", Vol.701, page 279, Section "I" Prohibitions, the removal of trees 14" or more in caliber.

You are hereby ordered to appear in front of the Inland Wetland Agency meeting on June 7, 2017 at 7:00 p.m. in Room 224/5, here in the Town Hall to explain why you have cut these trees and how you are going to replace the 17" and 24" trees that were cut.

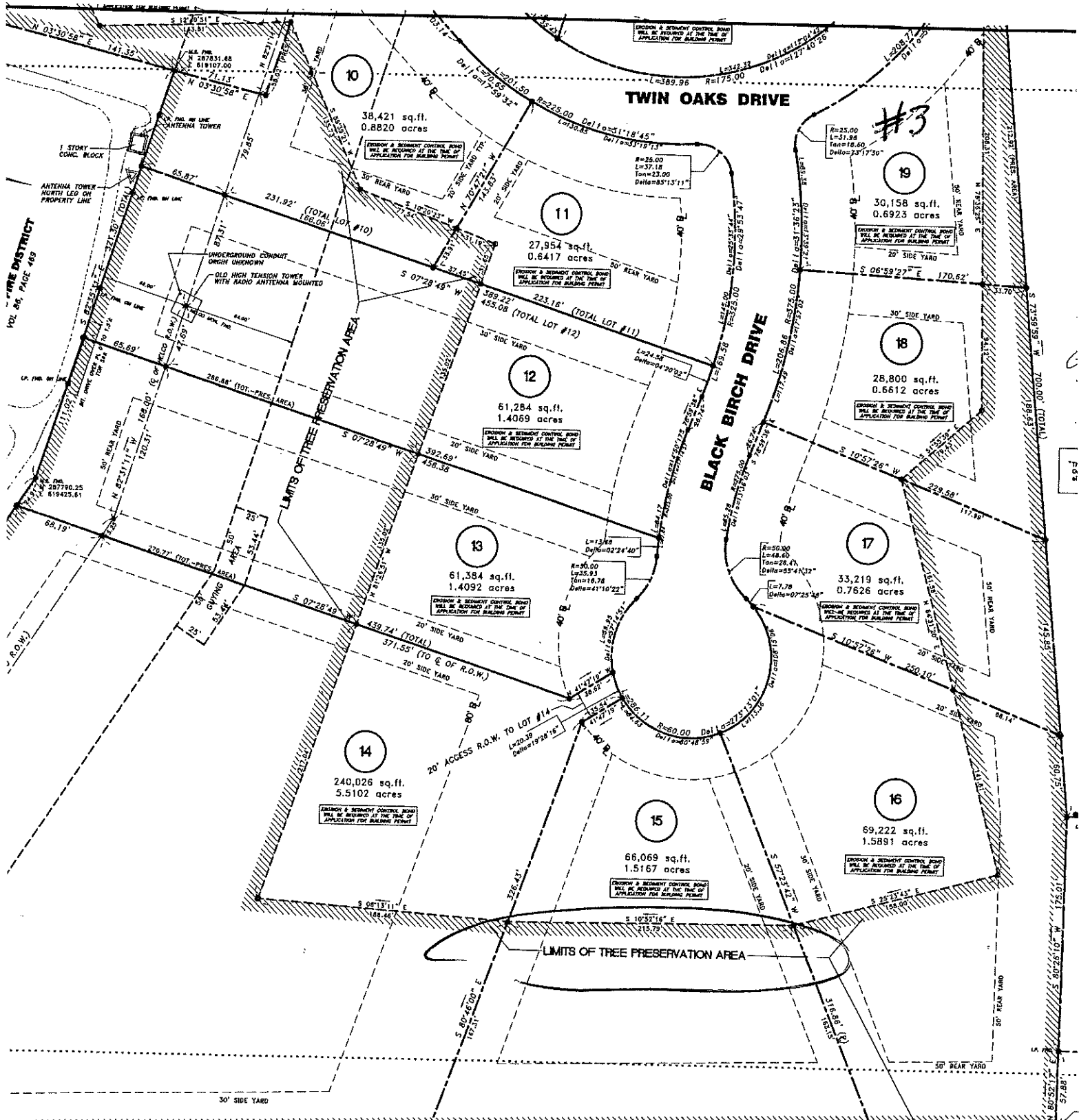
At the meeting the Agency will hear and take information on this Cease and Desist order.

The Agency will make a Decision and finding and may uphold the order, Release the order, or Modify this order.

This order is issued under Sections 22a-36 to 22a-45 inclusive of the Connecticut General Statutes as amended.

Fred Curtin
Wetland Enforcement Officer
Town of Cromwell

c: Anthony J. Salvatore, Town Manager
Stuart B. Popper, Town Planner
Inland Wetland Agency



10
38,421 sq.ft.
0.8820 acres

11
27,954 sq.ft.
0.6417 acres

19
30,158 sq.ft.
0.6923 acres

18
28,800 sq.ft.
0.6612 acres

12
61,284 sq.ft.
1.4059 acres

17
33,219 sq.ft.
0.7626 acres

13
61,384 sq.ft.
1.4092 acres

14
240,026 sq.ft.
5.5102 acres

15
66,069 sq.ft.
1.5167 acres

16
69,222 sq.ft.
1.5891 acres

N/F
MARSHALL GARDNER
VOL. 321, PAGE 102
#181 SHUNPIKE

N/F
CURTIS H. ROGGI
VOL. 268, PAGE 24
#131 SHUNPIKE

N/F
DOROTHY M. LEMBO
VOL. 321, PAGE 99

BUSINESS ZONE
N 11°49'34"W
E 618891.31
LIMIT OF WETLANDS AS DELINEATED BY ED PAWLAK, SOIL SCIENTIST AREA = 3,040 sq.ft.

RIC
20'
20'
IN PER

1214

Received 4/21 1999 at 11:40 A.M.
Recorded in Cromwell, Conn.
By Luis Casaregola Act.
Town Clerk

TREE PRESERVATION EASEMENT AGREEMENT

Vol. 701 Page 279

The purpose of this Easement is to protect trees of a defined caliper.

It is the responsibility of the property owner to be fully aware of all of the conditions contained in this Easement Agreement as expressed below. The Town of Cromwell will vigorously enforce the conditions established herein.

THIS INDENTURE MADE this 20th day of April, 1999 by and between **PREMIER BUILDING & DEVELOPMENT, INC.**, a Connecticut corporation having its principal office in the Town of Wethersfield, County of Hartford and State of Connecticut (hereinafter called "Grantor") in favor of the **TOWN OF CROMWELL**, a municipal corporation having its territorial limits within the County of Middlesex and State of Connecticut (hereinafter called "Grantee"):

WITNESSETH:

WHEREAS, the Grantor is the owner of real property, hereinafter described, situated in the Town of Cromwell, County of Middlesex and State of Connecticut, which Grantee, acting through its Inland Wetlands and Watercourses Agency, has determined would be in the public interest, to the extent reasonably possible, to retain, maintain and conserve all trees fourteen (14) inches or more in caliper at thirty-six (36) inches from ground level, now or hereinafter existing in their natural state; and

WHEREAS, the Grantee, acting through its Inland Wetlands and Watercourses Agency, has determined that the maintenance and conservation of trees upon a certain portion of said property of the Grantor can be best accomplished by the securing by Grantee of an Easement over, across, and upon that certain portion of said property

of Grantor as is hereinafter described in Schedule A incorporated herein; 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 tree maintenance and preservation.

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 under this Easement Agreement to perpetually preserve, protect, limit, conserve and maintain the trees of fourteen (14) inches or more in caliper in their present natural condition. All covenants contained herein are deemed to run with the land.

I. PROHIBITIONS

GRANTOR FURTHER COVENANTS AND AGREES TO PROHIBIT AND REFRAIN FROM THE FOLLOWING ACTIVITIES WITHIN THE "TREE PRESERVATION AREA" AS SHOWN ON SCHEDULE A:

The removal or destruction of trees fourteen (14) inches or more in caliper as measured at thirty-six (36) inches from ground level.

II. EXCEPTIONS

NOTWITHSTANDING ANY OF THE FOREGOING PROVISIONS:

1. The Grantee, acting through its Inland Wetlands and Watercourses Agency, or its successor, shall upon written application of the Grantor, permit the removal of dead trees over fourteen (14) inches in caliper.

2. The Grantee, acting through its Inland Wetland and Watercourses Agency, or its successor, may upon written application of the Grantor, permit the pruning, thinning or removal of live trees fourteen (14) inches or more in caliper.

Application by the Grantor for any approval provided for hereunder shall be made to the Inland Wetland and Watercourse Agency or its successor, and shall be in accord with the procedures established by the Inland Wetlands and Watercourse Agency, or its successor, in effect at that time.

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

The Grantor herein reserves to Grantor 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 Easement Agreement and which shall in no way endanger the maintenance and conservation of trees fourteen (14) inches or more in caliper.

III. INSPECTION OF EASEMENTS

GRANTOR FURTHER COVENANT'S AND AGREES AS FOLLOWS:

The Grantor hereby grants the Grantee the right to have a qualified representative of the Town inspect the Easement Area following reasonable notice to current Grantor or occupant.

IV. FINDING OF VIOLATION

1. If it is determined by the Inland Wetlands and Watercourses Agency or its successor, a violation of this Easement Agreement exists, the Grantor shall be ordered to cease and desist from and prevent any activity which, in the opinion of the Inland Wetlands and Watercourses Agency, or its successor, is in violation of this Easement Agreement.

2. Within sixty (60) days of such order and after appropriate notice, the Inland Wetlands and Watercourses Agency shall hold a hearing for the purpose of determining if the cease and desist order shall continue.

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

- a. replanting with one or more trees of a size acceptable to the Inland Wetlands and Watercourses Agency.
- b. replacement and maintenance of appropriate erosion controls.

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 professional engineer, and approved by the Inland Wetlands and Watercourses Agency, or its successor.

4. If either the Grantor or any other person on the Grantor's property is found to have violated this Easement Agreement, Inland Wetland and Watercourses Agency, or its successor, can exercise its discretion, in accordance with applicable Town of Cromwell Ordinances, and following notification to the Grantor and the Grantor's opportunity to be heard concerning a Finding of Violation, and to levy a daily fine until full restoration has been achieved and certified by the Inland Wetland and Watercourses Agency or a duly appointed Agency.

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

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

849 Tree
cutting Tree Conserv.
3 Trees Oak DR

2017/05/10 13:14



17' Tree
within Tree Conserv
3 Towns C&E DA

2017/05/10 13:15





Property Camp
3 Team OAK PA

2017/05/10 13:17

Wetland Permits Report

Appl#	Date	Applicant	Project Name	Location	Description of Request	Status
16-01	2/26/16	Town of Cromwell	Raymond Place drainage improvement project	Watrous Park	Conduct regulated activities within upland review area in Watrous Park	Work in Progress
16-02	5/19/16	John Hagel	Expand kitchen area and portion of existing deck within 1,000 sq ft of upland review	12 Sachem Drive	Expect kitchen area and portion of existing deck within 1,000 sq ft of upland review	Work Complete
16-03	6/27/16	Arcadis U.S. Inc.	To gain access to areas needed to perform environmental testing	79 River Road	To gain access to areas needed to perform environmental testing	Work Complete
16-04	7/06/16	Town of Cromwell	Geotechnical/environmental borings along path of future road from Main St. to River Road	204 Main Street	Geotechnical/environmental borings along path of future road from Main St. to River Road	Work Complete
16-05	8/12/16	Southington 11, LLC	Clearing of land to gain view of CT River	4 Riverside Drive	Clearing of land to gain view of CT River	Work Complete
16-06	8/26/16	Anthony Salvatore	Clean and maintain man-made farm pond	4 Ledge Road and 74 North Road	Clean and maintain man-made farm pond	No Activity
16-07	10/17/16	Indigo Land Design	Emergency repair of culvert and parking lot in the Upland Review	36 Shunpike Road	Emergency repair of culvert and parking lot in the Upland Review area	Work Complete

**TOWN OF CROMWELL
INLAND WETLANDS AND WATERCOURSES AGENCY
APPLICATION TO CONDUCT REGULATED ACTIVITY**

Street: 186 Shunpike Road	Map/Block/Lot: Map 25; Lot 2F
Address:	Volume/Page: Volume 1558, Page 158
Applicant: JPG Partners, LLC	Owner: Estate of Helen Ewald c/o Sybil Martin, Executrix
Address: 110 Court Street, Suite 1 Cromwell, CT 06416	Address: 16 Chatfield Road, Derby, CT 06418
Phone: (860)632-7090	<p><i>I hereby consent to the Applicant acting as my agent for the purpose of this application. I hereby permit the members and agents of the Agency to inspect the subject land both before and after a final decision has been issued.</i></p> <p>Signature:</p>
Parcel ID #: 11600700	

Reason for the Proposed Wetland or Upland Review Area Disturbance (not a description of the project, but an explanation of why this disturbance is necessary to complete the project):
There is no proposed wetland or upland review area disturbance associated with this project.

Area of Wetland Impacted by this Project (in square feet or acres): 0 (zero)
Area of Upland Review Area Impacted by this Project (in square feet or acres): 0 (zero)

Description of Alternative Methods Considered, and Justification for Method Chosen:	
No alternative methods were considered since the proposed project does not impact any inland wetland or upland review areas.	

Certification of Notice to Neighboring Municipalities	
Is any portion of the wetland or watercourse impacted by this application within 500' of Rocky Hill, Berlin, or Middletown?	Yes / <input checked="" type="checkbox"/> No Not Applicable
Has a copy of this application been sent to the Rocky Hill, Berlin, or Middletown municipal Inland Wetlands and Watercourses Agency?	Yes / <input checked="" type="checkbox"/> No Not Applicable
Has a copy of the plans been sent to the Rocky Hill, Berlin, or Middletown municipal Inland Wetlands and Watercourses Agency?	Yes / <input checked="" type="checkbox"/> No Not Applicable

I, the undersigned, hereby certify that the information presented as part of this application is to the best of my knowledge, true and accurate and that should such information be proved to be inaccurate or misleading, any permit issued on the basis of this information may be revoked.

[Signature]
Applicant's Signature

5/9/17
Date of Submission

Patrick Saw
Printed Name

The Cromwell Inland Wetlands and Watercourses Agency has detailed environmental information on many of the wetland areas in town. The applicant is strongly encouraged to request a copy of this information.

JPG Partners, LLC
110 Court Street Suite 1
Cromwell, CT 06416

May 9, 2017

Cromwell Inland Wetlands Commissions:

After speaking with Mr. Popper we concur with his opinion that although we have depicted all grading activities and improvements outside of the 100 foot upland review area it is likely that there could be some minor intrusion into the upland review area as a result of construction activities. This intrusion would most likely occur at the northeast corner of Building #2 and near the small turnaround area.

It is our opinion to acknowledge the potential/probable intrusion and acquire a permit rather than be faced with a cease and desist order during construction. As a result, we have calculated that there could be as much as 2,000 square feet of temporary disturbance and therefore we have included an additional \$10.00 within the application fee as indicated by line item 4 of the fee schedule.

JPG Partners LLC

TOWN OF CROMWELL
INLAND WETLANDS AND WATERCOURSES AGENCY

APPLICATION TO CONDUCT REGULATED ACTIVITY

Street	Map/Block/Lot:
Address: <u>63 Evergreen Rd</u>	Volume/Page:
Applicant: <u>Bruce Rutgeron</u>	Owner: <u>Marie Klimaszewski</u>
Address: <u>85 Coles Rd Cromwell Ct 06416</u>	Address: <u>161 Evergreen Rd Cromwell CT 06416</u>
Phone: <u>860 759 4523</u>	I hereby consent to the Applicant acting as my agent for the purpose of this application. I hereby permit the members and agents of the Agency to inspect the subject land both before and after a final decision has been issued.
Parcel ID #:	
	Signature: <u>Marie Klimaszewski</u>

Reason for the Proposed Wetland or Upland Review Area Disturbance (not a description of the project, but an explanation of why this disturbance is necessary to complete the project):

To provide access to garden plot from Evergreen Rd.

Area of Wetland Impacted by this Project
(in square feet or acres):

Area of Upland Review Area Impacted by this Project
(in square feet or acres):

Description of Alternative Methods Considered, and Justification for Method Chosen:

Certification of Notice to Neighboring Municipalities	
Is any portion of the wetland or watercourse impacted by this application within 500' of Rocky Hill, Berlin, or Middletown?	Yes / No Not Applicable
Has a copy of this application been sent to the Rocky Hill, Berlin, or Middletown municipal Inland Wetlands and Watercourses Agency?	Yes / No Not Applicable
Has a copy of the plans been sent to the Rocky Hill, Berlin, or Middletown municipal Inland Wetlands and Watercourses Agency?	Yes / No Not Applicable

I, the undersigned, hereby certify that the information presented as part of this application is to the best of my knowledge, true and accurate and that should such information be proved to be inaccurate or misleading, any permit issued on the basis of this information may be revoked.

Bruce Rutgeron
Applicant's Signature

3/13/17
Date of Submission

Bruce Rutgeron
Printed Name

The Cromwell Inland Wetlands and Watercourses Agency has detailed environmental information on many of the wetland areas in town. The applicant is strongly encouraged to request a copy of this information.

Hoffman Farm Fence Line

Frontier Pk # 263

Evergreen Rd.

Garden Plot

Driveway 10ft x 125ft

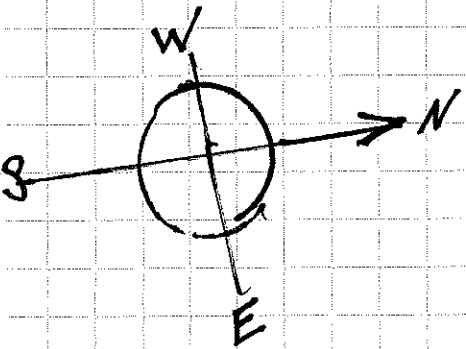
Hoffman Farm Fence Line

Willow Brook

No excavation of soil material
10 yards of 1/2" stone material to be
laid over existing area for driveway

3-27-17 Bruce Rutgeron

1/4 inch = 10ft



Evergreen Rd.

Willowbrook Rd.