MEMORANDUM

FORMAL ACTIONS & RECOMMENDATIONS #2 MEETING OF 07-22-21

To: Conservation Commission/Inland Wetlands and Watercourses Agency

From: Tom Mocko, Environmental Planner

Re: Application of James D. Jusko for: an inland wetlands and watercourses permit to construct an outlet channel from a farm pond (to be constructed) to an existing watercourse and to remove existing culverts (beneath a driveway turnaround) within said watercourse and re-establish a stable section of watercourse; a declaratory ruling that the proposed 0.65-acre farm irrigation pond is permitted as of right; and to modify an existing conservation easement agreement in order to allow a proposed 12-foot-wide grassed farm road to be established, used and maintained to cross a 50-foot wide conservation easement area – 14.5 acres of residential and farmland property at 150 Chatham Hill Road – Clint Webb & Associates, LLC, Environmental Consulting – Clark Land Surveying, LLC – Rich Snarski, New England Environmental Services, Soil Scientist – Sebastian Amenta, P.E.

LOCATION: Please see the location map provided on the next page of this memorandum.

PROPOSAL: To obtain a wetlands permit in order to: remove the existing culverts under the driveway turnaround used by the residents of #524 Matson Hill Road; and construct a stable outlet channel from the proposed farm pond and connecting to the downgradient existing stone-lined watercourse. Also, to obtain a declaratory ruling that the proposed farm pond is permitted as of right (pursuant to Section 4.1.a of the Town's wetlands regulations. The recently submitted plan also incorporates recommended restoration plantings (shrubs and herbaceous) for the land areas that will not become an apple orchard or the pond or the stone-lined outlet channel. Lastly, the proposal seeks a modification to the existing conservation easement agreement in order to allow a 60-foot length of 12-foot wide temporary haul road (to relocate the some 23,000 cubic yards of soil material from the excavated pond uphill to the house construction area) that will be topsoiled and seeded to then become the permanent 12-foot wide, grassed farm road/orchard access.

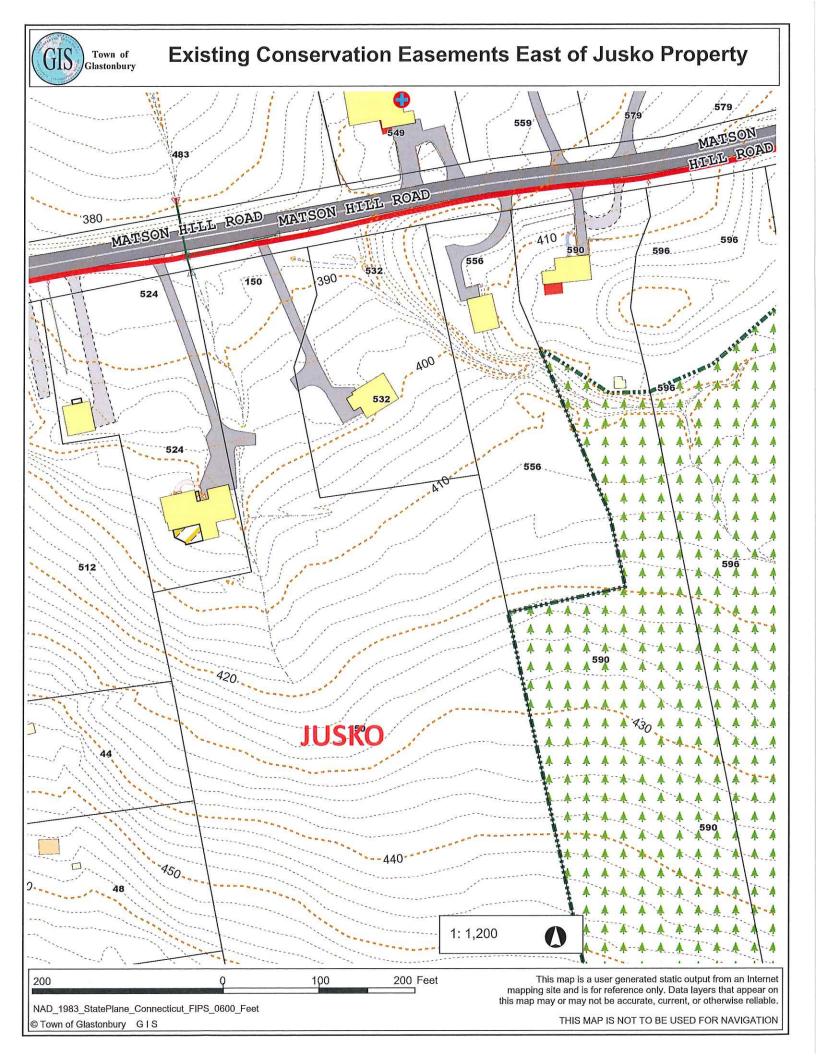
Please review the materials within your packet and a staff review will be forthcoming next week.

Aspects I plan to cover are:

- Pursuing a conservation easement over the wetland area in the northeast corner;
- Suggested wording to modify the existing conservation easement agreement (i.e. Section II EXCEPTIONS) that will allow the temporary haul road and the longer-term farm road; and
- Draft motions and recommended conditions of approval

My supplemental review memorandum will be emailed to all commissioners.

TM:gfm



COVER SHEET TO BE LEGIBLY COMPLETED AND SUBMITTED ALONG WITH ALL OTHER APPLICATION MATERIALS (Parts I, II, II and IV as applicable)

1.	Applicant's name: James D. Jusko Title of project: Stream Channel Construction & Culvert Pipe(s) Removal			1.00 18		
2.						
3.	Address or descriptive location of proposed project or regulated activity: 150 Chatham Hill Road					
4.	Please check/indicate all that apply with regard to the application being submitted:					
	Circumstance application for only	check	requirements			
	a regulated activity	X	complete Part I			
. *	 application also involves a proposed subdivision, special permit or planned 	v 9		2		
	area development		complete Part II			
	 application also involves a "significant" impact activity (see definition) application for renewal 		complete Part III			
	or time extension for or amendment to an issued permit		complete Part IV			
5.	Certification by applicant					
Se	By my signature I hereby certify to	hat:				
* a	 the applicant is familiar with all of the information provided in the application and is aware of the penalties for obtaining a permit by deception or by inaccurate or misleading information; and the Agency members and their designated agents are authorized to inspect the property, at reasonable times, both before and after a final decision has been issued, and after completion of the project. 					
Signa	ture(s) of Applicant(s):		Date:			
~	Sa San		07/08/2021			
		processory.				

C. Webb & Associates, LLC Environmental Consulting Services

July 6, 2021

Attn: Tom Mocko
Environmental Planner
Community Development –
Planning & Environmental
Town of Glastonbury
2155 Main Street
Glastonbury, CT 06033

RE: Proposed Construction of a Stream Channel in a Forested Wetland to Connect the Proposed Irrigation Pond to the Existing Channel at 150 Chatham Hill Road.

Dear Mr. Mocko:

The following narrative describes all the activities associated with the proposed stream channel and the removal of two existing culvert pipes on the subject site.

Proposed Project Description

The proposed project includes the construction of a manmade stone lined stream channel from the pond outlet to an existing stream channel located at the southeast corner of the Donnelly property. The existing stream between the southeast corner of the Donnelly and the two existing culvert pipes was reconstructed last fall and this area is included in this application. Also included in the proposed activity is the removal of these two culverts and the restoration of this portion of the stream channel. Flows from this stream channel flow into a culvert under Matson Hill Road. Attached to this application is a hydrologic and hydraulic analysis that was prepared to properly size the stone channel at the outlet of the proposed pond and to insure that there would be no impact to the capacity of the existing culvert under Matson Hill Road. These proposed activities are presented on the attached site plan.

The proposed channel from the pond to the existing channel will be constructed with a two (2) foot wide natural stone bottom, approximately one & half (1.5) feet deep with 3 to 1 seeded side slopes (see cross-section on site plan).

The removal of the 2 culverts, the new channel construction and the previously installed existing channel will have a total 5,020 sf of direct wetland impact. However, while the impacts associated with the proposed project represent direct wetland impacts, the wetland resource is not removed from the site's environment but rather being converted to a watercourse wetland resource.

Proposed erosion and sedimentation controls and other BMP measures are identified on the site plan. In addition, we have included on sheet 2 of the site plan the lists of recommended shrub and herbaceous plants for the proposed restoration of the disturbed wetland areas on the subject site as a means of formalizing this plan. Also shown on plan is the proposed shrub and seeding layout locations.

Section T Certifications:

- a. No portion of this property is located within 500 feet of an adjoining municipality.
- b. No traffic to this project will use an adjoining municipality to enter or exit the site.
- c. No sewage or water drainage from the project site will flow through or impact an adjoining municipality.
- d. No water runoff from the project site will impact streets or other property within an adjoining municipality.

Please feel free to contact me at (860) 680-5598 with any questions or comments.

Regards,

Clinton L. Webb, Jr.

Senior Environmental Planner C. Webb & Associates, LLC

Clist Webb



NEW ENGLAND ENVIRONMENTAL SERVICES

Wetland Consulting Specialists Since 1983

May 27, 2021

Mr. Todd Clark, L.S. Clark Land Surveying, LLC 126 Tunxis Road Bristol, CT 06010

> Re: 532 Matson Hill Road Glastonbury, Connecticut

Dear Mr. Clark:

I delineated the wetland boundary at 532 Matson Hill Road in the Town of Glastonbury on March 11, 2020. The majority of the wetlands were forested except the lawn wetland area near the house and the pond.

I reviewed the site on May 18, 2021. The forested wetlands were cleared and the wetlands were seeded with Winter Rye. The following herbaceous plant species were growing in the wetlands:

- 1. New York Fern
- 2. Cinnamon Fern
- 3. Marsh Fern
- 4. Sensitive Fern
- 5. Christmas Fern
- 6. Jewelweed
- 7. Jack-in-the Pulpit
- 8. Skunk Cabbage

Several Witch Hazel and Spicebush shrubs remain in the wetland. Stones were placed in the intermittent watercourse along the northern property line.

If you have any questions, feel free to contact me.

Respectively Submitted,

New England Environmental Services

R. Richard Snarski

Registered Professional Soil Scientist

Professional Wetlands Scientist #1391

Consulting Botanist

RRS/srh

May 20, 2021

C.Webb & Associates, LLC. P.O. Box 452 Norfolk, CT 06058

RE: H&H REPORT

150 CHATHAM HILL ROAD, SOUTH GLASTONBURY, CT

Dear Mr. Webb:

As requested, we have performed a hydrologic and hydraulic analysis of the discharge flow rates of the proposed pond on the subject property. The property sits at the head waters of Roaring Brook and the outflow of the pond discharges into a channel which crosses Matson Hill Road. Stream Stats modeling indicates the entire watershed of Roaring Brook crossing Matson Hill Road is approximately 0.09 square miles or approximately 58 acres. The watershed area leading to the new pond is approximately 20 acres.

Based on the modeling we have prorated the pond discharges based on the ratio of the two watersheds. The flow from the pond is approximately 34 % of the total watershed crossing Matson Hill Road. The flow from the pond (assuming full pond) can vary from approximately 4 cfs for the 2 year to 23 cfs for the 100-year storm. A discharge channel 2 foot wide at the bottom can easily handle all storm events based on the natural slope of the land.

The 24-inch pipe at Matson Hill Road is more then adequate to handle these flows.

I have appended the stream stats reports with the flow details.

Please contact me if you have any questions or require any additional information at 860-620-3673.

Sincerely,

Sebastian A Amenta P.E. #12339

Schorten a Cimb

1166 Woodruff Street Southington, CT 06489



79 Elm Street • Hartford, CT 06106-5127

www.ct.gov/deep

Affirmative Action/Equal Opportunity Employer

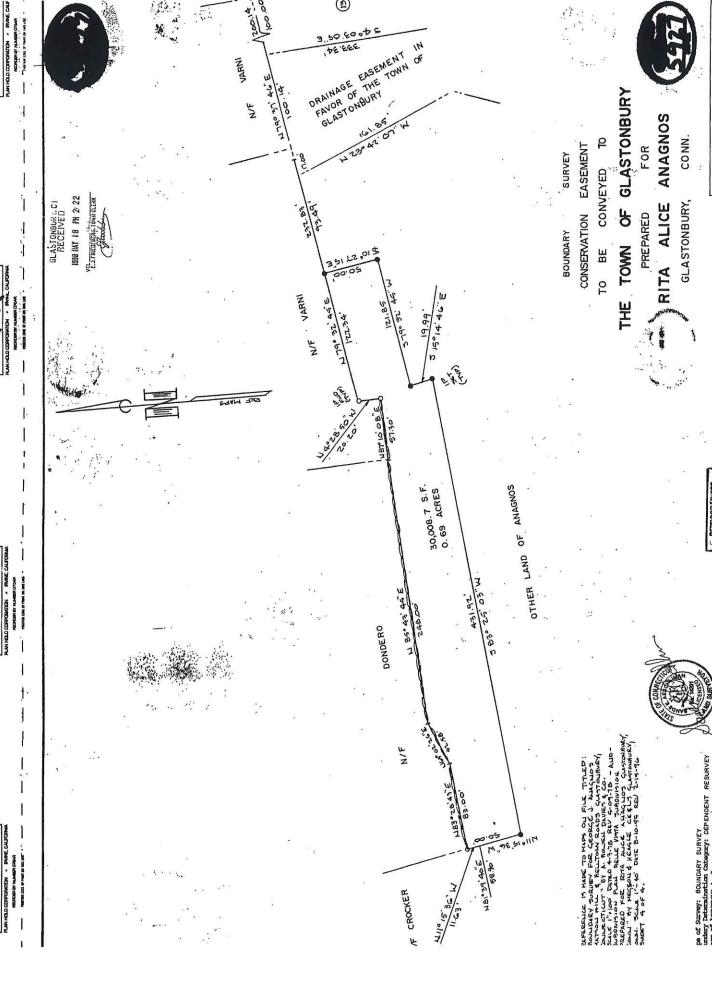
Statewide Inland Wetlands & Watercourses Activity Reporting Form

Please complete and mail this form in accordance with the instructions on pages 2 and 3 to:

DEEP Land & Water Resources Division, Inland Wetlands Management Program. 79 Elm Street, 3rd Floor, Hartford, CT 06106

Incomplete or incomprehensible forms will be mailed back to the inland wetlands agency.

	incomplete of incomprehensible forme will be mailed beautiful and invalid required			
PART I: Must Be Completed By The Inland Wetlands Agency				
1.	DATE ACTION WAS TAKEN: year: month:			
2.	ACTION TAKEN (see instructions, only use one code):			
3.	WAS A PUBLIC HEARING HELD (check one)? yes ☐ no ☐			
4.	NAME OF AGENCY OFFICIAL VERIFYING AND COMPLETING THIS FORM:			
	(print name) (signature)			
PART II: To Be Completed By The Inland Wetlands Agency Or The Applicant				
5.	TOWN IN WHICH THE ACTION IS OCCURRING (print name): Town of Glastonbury			
	does this project cross municipal boundaries (check one)? yes 🔲 no 🗵			
	if yes, list the other town(s) in which the action is occurring (print name(s)):			
6.	LOCATION (see instructions for information): USGS quad name: Glastonbury or number:			
	subregional drainage basin number: 4009			
7.	NAME OF APPLICANT, VIOLATOR OR PETITIONER (print name): James D. Jusko			
8.	NAME & ADDRESS / LOCATION OF PROJECT SITE (print information): 150 Chatham Hill Road, Glastonbury, CT			
	briefly describe the action/project/activity (check and print information): temporary permanent X description:			
9.	ACTIVITY PURPOSE CODE (see instructions, only use one code):			
10.	ACTIVITY TYPE CODE(S) (see instructions for codes): 2, 4, 10,			
11. WETLAND / WATERCOURSE AREA ALTERED (must provide acres or linear feet):				
	wetlands: 0.12 acres open water body:acres stream:linear feet			
12.	UPLAND AREA ALTERED (must provide acres): 0.00 acres			
13. AREA OF WETLANDS / WATERCOURSES RESTORED, ENHANCED OR CREATED (must provide acres): acres				
DATE RECEIVED: PART III: To Be Completed By The DEEP DATE RETURNED TO DEEP:				
FC	DRM COMPLETED: YES NO FORM CORRECTED / COMPLETED: YES NO			



(E)

AESCHLIMAN LAND SURVEYING GLASTONBURY, CT 06033 (860) 659-4881

FOCED LINE SYTLAG

Scale 1" = 40' . . | Map'No. 98043-2 Date 4-13-98 Recorded on

VOL. 1166 PAGE 92

CONSERVATION EASEMENT AGREEMENT

The purpose of a Conservation Easement is to protect in perpetuity significant natural features and to minimize the environmental impact of activities associated with land development within the Town of Glastonbury.

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

THIS INDENTURE made this 13th day of May , 1998, by and between RITA ALICE ANAGNOS, of the Town of Glastonbury, County of Hartford, and State of Connecticut, hereinafter called "GRANTOR", and the TOWN OF GLASTONBURY, a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut, hereinafter called "GRANTEE".

WITNESSETH:

WHEREAS, the Grantor is the owner of real property, hereinafter described, situated in the Town of Glastonbury, County of Hartford, and State of Connecticut, which Grantee, acting through its Conservation Commission, has determined would be in the public interest to retain, maintain and conserve in its natural state; and

WHEREAS, the Grantee, acting through its Conservation Commission, 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 conservation easement over, across, and upon the said property of Grantor; and

WHEREAS, the Grantor is willing, in consideration of One Dollar (\$1.00), receipt of which is hereby acknowledged, and of possible reduction by Grantee of real property taxes on said property, 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 conservation easement agreement to perpetually preserve, protect, limit, conserve and maintain the land hereinafter described in its present natural condition. 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, successor, or assign, of a Certified Copy of the Conservation Easement Agreement. Failure of said Grantor to provide such notice shall not constitute any waiver of Grantee's rights herein.

NO CONVEYANCE TAX COLLECTED

TO A STONE OF THE PARTY OF THE

Said premises subject to this Conservation Easement Agreement, hereinafter called "THE CONSERVATION EASEMENT AREA" are described as follows:

Are situated on the Northerly portion of land of Rita Alice Anagnos, as shown on a map entitled: "BOUNDARY SURVEY CONSERVATION EASEMENT TO BE CONVEYED TO THE TOWN OF GLASTONBURY PREPARED FOR RITA ALICE ANAGNOS GLASTONBURY, CONN. AESCHLIMAN LAND SURVEYING 345 BELL STREET GLASTONBURY, CT 06033 (860) 659-4881 DATE 4-13-98 SCALE 1" = 40' MAP NO. 98043-2", which map will be filed in the Town Clerk's Office in the Town of Glastonbury to which reference may be had.

Said "PRIVATE CONSERVATION EASEMENT AREA" is more particularly bounded and described in Schedule A attached hereto and made a part hereof.

Said premises are delineated on the above referred to map, which is on file in the Glastonbury Land Records.

I. PROHIBITIONS

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

- The construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above ground;
- 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;
- The excavation, dredging or removal of loam, peat, gravel, soil, rock or other substances in such a manner as to affect the surface or the quantity of ground or surface waters;
- 4. The removal or destruction of trees, shrubs, or other vegetation, the destruction of wildlife or its habitat, the application of pesticides or herbicides, 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 in their natural condition;
- 5. The conduct of any of the foregoing activities in such proximity to The Conservation Easement Area that their result could be detrinental to drainage, flood control, water quality, erosion control, soil conservation or wildlife in The Conservation Easement Area; and

6. The removal or disturbance of The conservation Easement Area temporary stakes prior to permanent marking, permanent iron pins or boundary markers, or any other field identifications of The Conservation Easement Area boundaries.

II. EXCEPTIONS

NOTWITHSTANDING ANY OF THE FOREGOING PROVISIONS:

- 1. The Grantee, acting through its Conservation Commission, or its successor, may upon written application of the Grantor, permit the construction, reconstruction, maintenance and repair within said premises of above-ground and below-ground public or private utilities, including sanitary sewer and/or water lines, subject to (a) demonstration of the need for the proposed activity within said premises and (b) environmental review of the siting and proposed methods of installation and maintenance of such utilities.
- The Grantee, acting through its Conservation Commission, or its successor, shall upon written application of the Grantor, permit the removal of dead trees and dead brush from said premises in a manner acceptable to the Conservation Commission.
- 3. The Grantee, acting through its Conservation Commission, or its successor, may upon written application of the Grantor, permit the pruning and thinning of live trees and brush on said premises. Application by the Grantor for any approval provided for hereunder shall be made to the Conservation Commission, or its successor, and shall be in accord with the procedures established by the Conservation Commission, or its successor, in effect at that time.

The Grantee agrees, by acceptance hereof, to release automatically such Conservation Easement Agreement as though this instrument had never been executed by Grantor, should, at any time, said premises by 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 Conservation Easement Agreement and which shall in no way endanger the maintenance and conservation of the above-described premises in their natural state.

III. <u>IDENTIFICATION AND INSPECTION OF CONSERVATION EASEMENTS</u> GRANTOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. Before commencement of site work on any property of the Grantor which contains or is adjacent to a Conservation Easement Area, Conservation Easement boundaries are to be marked with oak stakes labeled "Conservation Easement" with waterproof ink and tied with red flags. These note: The natural state of this easement area was an orchard in which has simply been annaintained

stakes are to be located at each change of boundary direction and at every 100 foot interval on straightaways. Stakes are to remain in place until easement boundary markers are installed. All Conservation Easement corners shall be permanently marked with iron pins which protrude from ground surface not more than one inch and such pins shall not contain sharp edges.

- The Grantor hereby grants the Grantee the right to access the property for the purpose of installing and maintaining markers identifying the boundaries of The Conservation Easement Area.
- The Grantor hereby grants the Grantee the right to have a qualified representative of the Town inspect The Conservation Easement Area following reasonable notice to current Grantor or occupant.

IV. FINDING OF VIOLATION:

- If it is determined by the Conservation Commission or its successor, that
 a violation of this Conservation Easement Agreement exists, the Grantor
 shall be ordered to cease and desist from and prevent any activity which,
 in the opinion of the Conservation Commission, or its successor, is in
 violation of this Conservation Easement Agreement.
- Within 60 days of such order and after appropriate notice, the Conservation Commission shall hold a hearing for the purpose of determining if the cease and desist order shall continue.
- If the Grantor is found to have violated the terms of this Conservation
 Easement Agreement, the Grantor agrees, among other things, to restore
 The 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 Conservation Commission;
- (b) removal of any debris, trash, garbage, ashes, waste, rubbish, silt, 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 erosion and sediment controls; and
- (e) replacement by a land surveyor of any Conservation Easement Area markers which have been removed or disturbed.

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 Conservation Commission, or its successor.

 If either the Grantor or any other agent, servant or employee of the Grantor or any other person who is a successor in interest to the Grantor

or any other person on the Grantor's property is found to have violated a Conservation Easement Agreement, the Conservation Commission, or its successor, can exercise its discretion, in accordance with applicable Town of Glastonbury 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 Conservation Commission or a duly appointed Agency.

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

IN WITNESS WHEREOF, the Grantor has hereunto set or caused to be her hand and seal the day and year first aforementioned.

Signed, Sealed and Delivered

T (n	
in the Presence of: Villam Denalis William D. Bumster Jahet K. Ciccaglione John D. O'LFNIK BARBARA S. WHITE	GRANTOR GRANTOR GRANTOR GRANTOR GRANTOR GRANTOR GRANTOR GRANTEE - TOWN OF GLASTONBURY TOWN MANAGER RICHARD J. JOHNSON
STATE OF CONNECTICUT)	
: Wethe	rsfield May 13 , 1998
COUNTY OF HARTFORD)	
Personally appeared,	RITA ALICE ANAGNOS , signer and sealer of
the foregoing instrument and a	acknowledged the same to be her free act and de-
before me.	William J. Bumster Commissioner of the Superior Court
STATE OF CONNECTICUT)	A 3
: Glast	onbury May 14, 1998
COUNTY OF HARTFORD)	
Personally appeared,	RICHARD J. JOHNSON , signer and sealer of

the foregoing instrument and acknowledged the same to be his free act and des

as such Town Manager, before me.

My Commission Expires:

SCHEDULE "A"

"THE CONSERVATION EASEMENT AREA" is shown on a map entitled: "BOUNDARY SURVEY CONSERVATION EASEMENT TO BE CONVEYED TO THE TOWN OF GLASTONBURY PREPARED FOR RITA ALICE ANAGNOS GLASTONBURY, CONN. AESCHLIMAN LAND SURVEYING 345 BELL STREET GLASTONBURY, CT 06033 (860) 659-4881 DATE 4-13-98 SCALE 1" = 40' MAP NO. 98043-2", which map will be filed in the Town Clerk's Office in the Town of Glastonbury to which reference may be had, and being more particularly bounded and described as follows:

Beginning at a point, which point marks the Southwest corner of land now or formerly of Dondero, as shown on said map, and the Northwest corner of land now or formerly of Anagnos, as shown on said map; thence running N 83° 28' 43" E, along land now or formerly of Dondero, as shown on said map, 83.00 feet to a point; thence running N 65° 02' 26" E, along land now or formerly of Dondero, as shown on said map, 42.58 feet to a point; thence running N 85° 43' 45" E, along land now or formerly of Dondero, as shown on said map, 248.00 feet to a point, which point marks the Southeast corner of land now or formerly of Dondero, as shown on said map, and the Southwest corner of land now or formerly of Varni, as shown on said map; thence running N 87° 10' 08" E, along land now or formerly of Varni, as shown on said map, 57.30 feet to a point; thence running N 4° 28' 50" W, along land now or formerly of Varni, 20.20 feet to an iron pin; thence running N 79° 32' 45" E, along land now or formerly of Varni, as shown on said map, 122.34 feet to a point; thence running S 10° 27' 15" E, along other land of Anagnos, as shown on said map, 50.00 feet to a point; thence running S 79° 32' 45" W, along other land of Anagnos, as shown on said map, 121.85 feet to a point; thence running S 15° 14' 46" E, along other land of Anagnos, as shown on said map, 19.99 feet to an iron pin; thence running S 83° 25' 03" W, along other land of Anagnos, as shown on said map, 431.92 feet to a point; thence running N 11° 15' 36" W, along other land of Anagnos, as shown on said map, and land now or formerly of Crocker, as shown on said map, partly by each, in all 50.00 feet to the point and place of beginning.

> GLASTONBURY.CT RECEIVED 1998 HAY 18 AN 8-10

E. J. I RIEGE BERG. TURN CLERK