

MEMORANDUM

**AGENDA ITEM 2
APRIL 13, 2023 MEETING**

To: Conservation Commission/**Inland Wetlands and Watercourses Agency**

From: Suzanne Simone, Environmental Planner **88**

Date: April 5, 2023

Re: **IWWA Permit Application: Single Family House and Fill in Wetlands
119 Ledgewood Drive**

Review Documents:

Site Plan Set, March 10, 2023

2002 Approved Site Plan with Notes

Application Forms and Narrative

2007 Signed and Recorded Conservation Easement

Engineering Department Review, March 31, 2023

Soil Scientist Report, Undated

Proposal

The applicant seeks a permit for the construction of a single family residence on an existing lot and permit after-the-fact for deposit of fill in a wetland, located within an existing conservation easement area.

Review

Site Description

The parcel totals .79 acres in the Residence AA Zone. The Agency issued a permit for construction of a single family residence in 1996. The lot remained undeveloped and the permit expired. The Agency issued a new permit in 2002 for the same plan and renewed the permit for an additional two years in 2007. The permit is now expired.

The property is encumbered by a conservation easement, the agreement was filed on the land records in 2007. The conservation easement envelops the wetland and watercourse, covering the northern portion of the parcel. The conservation easement is shown on the site plan, and is not viewable on the town gis system.

The proposed house location is depicted to be within eight feet to the existing conservation easement area.

The 2002 approved site plan with agency motions and staff reports are included in this packet for the Agency's review.

Changes Since 2002 IWWA Permit Approval and 2007 Permit Renewal
Fill in Wetland

The applicant's engineer reports that a portion of the wetland area contained within the conservation easement has been filled. The application narrative states the depth of fill between six inches to two feet. The applicant's soil scientist provided a report on the site conditions using the 2006 soil delineation as a reference.

Encroachment into Conservation Easement Area

A portion of the conservation easement has been encroached upon with removal of vegetation, deposit of fill and the establishment and maintenance of lawn. The site plan locates the filled area and not the cleared/lawn encroachment. The area of lawn encroachment is not calculated in the application material. The deposit of fill within the conservation easement is listed as a prohibition in the easement document, and the filling of a wetland requires a permit from the Agency. The proposed development plan is silent on the restoration of portion of the encroached conservation easement maintained as lawn.

Placards identifying the boundary of the conservation easement were not observed in the field on April 4, 2023. The proposal does not identify where placards are to be installed.

State-Listed Species

The property is *not* identified as an area of interest in the December 2022 edition of the Natural Diversity Database. No further action is required.

Water Quality and Drainage

The 2002 IWWA permit required a caveat be placed on the land records identifying this lot will be wet due to high seasonal ground water. The proposed plan does not contain information of the impact of fill upon the wetland area and associated site drainage.

Application Time Frame

Date of Receipt: March 16, 2023

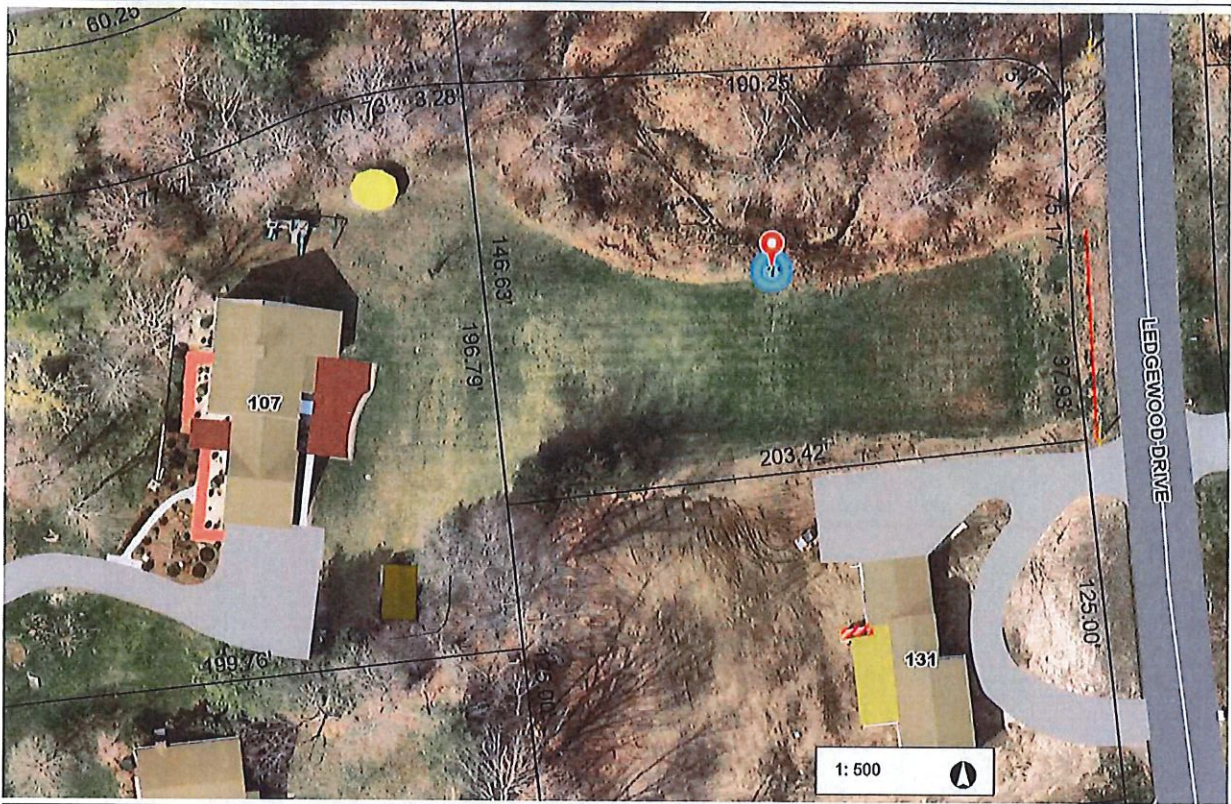
Mandatory Action Date: May 20, 2023, therefore decision by/at the May 11, 2023 regular meeting.

The Mandatory Action Date can be extended voluntarily by the applicant, or if the Agency calls for a public hearing to be opened no later than the May 11, 2023 meeting.

Town GIS 2022 aerial view: 107 Stonepost Rd (left) owns the lot at 119 Ledgewood Dr.



Town of Glastonbury GIS



83 0 42 83 Feet
NAD_1983_StatePlane_Connecticut_FIPS_0600_Feet
© Town of Glastonbury GIS

This map is a user generated static output from an Internet mapping site and is for reference only. Property boundaries and other data layers that appear on this map may or may not be accurate, current, or otherwise reliable. The Town of Glastonbury and the mapping company assume no legal responsibility for the information contained in this data.
THIS MAP DOES NOT REPRESENT A LEGAL BOUNDARY DETERMINATION.

Photo 1, April 4, 2023: Looking west from Ledgewood Drive. Two of the three stakes identifying the southern boundary of the conservation easement, with encroachment of lawn. 107 Stonepost Rd (parcel owner) in background.



Photo 2, April 4, 2023: Edge of conservation easement marked by labeled stake.



Photo 3, April 4, 2023: Area of fill in wetland area. Invasive garlic mustard sprouting (foreground).



Photo 4, April 4, 2023: Watercourse flowing from under Ledgewood Dr into conservation easement.



**TOWN OF GLASTONBURY
INLAND WETLANDS AND WATERCOURSES AGENCY
APPLICATION FOR PERMIT**

**APPLICANT: AMER & CARRIE SKOPIC
PROJECT: PLOT PLAN – 119 LEDGEWOOD DRIVE**

PART II.D. – SOIL SCIENTIST'S REPORT

GENERAL

This property is located on the west side of Ledgewood Drive with an address of 119. It is a vacant lot, 0.658 acres in size and consisting of mostly lawn area with a small wooded strip along the northerly boundary. It generally slopes down in an east to west direction. The front of the lot is approximately at elevation 282 and the rear approximately at elevation 266 with most slopes falling between 4 and 6%. The lot is terraced slightly with two short steeper lifts. The wetland on the property is located along the entire northerly boundary and is adjacent to a small perineal watercourse. It was originally delineated in 2006 related to a previous plot plan for house construction for a house that was never constructed.

SOILS

Wetland

The wetland boundaries on this property were delineated with the aid of a Dutch Hand auger in 2006. The soil profiles were examined along the wetland boundary to determine the limits of the poorly drained soils. Blue flagging numbered WL T1 through WL 13 was used to demarcate the boundaries and are depicted on the plan.

More recently, the site was examined in relationship to the new proposal and it was determined a portion of the wetland has been filled since the original delineation. The site was surveyed to determine the limits of fill. This is also depicted on the plan. Based on aerial mapping, this appears to have been done several years ago.

The NRCS Web Soil Survey depicts the wetland soils west of the site to be of the Raypole silt loam Series. The NRCS Official Soil Series Description is as follows:

Raypol Series

The Raypol series consists of very deep, poorly drained soils formed in loamy over sandy and gravelly outwash. They are nearly level to gently sloping soils in shallow drainage ways and low-lying positions on terraces and plains. Slope ranges from 0 to 5 percent. The soils have a water table at or near the surface much of the year. Permeability of the Raypol soils is moderate in the surface layer and subsoil and rapid or very rapid in the substratum.

Upland

The mapped upland soils of the site are in the Hartford sandy loam series. However, it appears filling and disturbance within the lot has buried the original soil horizons. The NRCS Official Soil Series Description is as follows:

Hartford Series

The Hartford series consists of very deep, somewhat excessively drained soils formed in sandy glacial outwash. They are nearly level to strongly sloping soils on plains and terraces. Slope ranges from 0 to 8 percent. Saturated hydraulic conductivity is high in the surface layer and subsoil and high or very high in the substratum.

**TOWN OF GLASTONBURY
INLAND WETLANDS AND WATERCOURSES AGENCY
APPLICATION FOR PERMIT**

**APPLICANT: AMER & CARRIE SKOPIC
PROJECT: PLOT PLAN – 119 LEDGEWOOD DRIVE**

PART II.F – WETLANDS/WATERCOURSES REPORT

GENERAL

This property is located on the west side of LedgeWood Drive with an address of 119. It is a vacant lot, 0.658 acres in size and consisting of mostly lawn area with a small wooded strip along the northerly boundary. The wetland on the property is located along the entire northerly boundary and is adjacent to a small perineal watercourse. It was originally delineated in 2006 related to a previous plot plan for house construction for a house that was never constructed.

TOPOGRAPHY, PHYSICAL FEATURES & GEOLOGY

The topography of the site slopes down in an east to west direction. The front of the lot is approximately at elevation 282 and the rear approximately at elevation 266 with most slopes falling between 4 and 6%. The lot is terraced slightly with two short steeper lifts.

According to the “Surficial Geologic Map of The Glastonbury Quadrangle, Hartford and Middlesex Counties, Connecticut” this area consists of Roaring Brook Deposits consisting of yellowish-brown to light reddish-brown sand and gravel deposits.

VEGETATION, ECOLOGICAL COMMUNITIES & WATERCOURSE CHARACTERISTICS

A majority of the property is manicured lawn with a small wooded strip along the northerly boundary. The fill area is vegetated with brush and scrubby shrub. A small perineal watercourse originates in the north easterly corner of the property and runs westerly across the lot and eventually meandering to the south converging with other watercourses. These eventually lead to Roaring Brook more than 3000 feet away.

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.

Said premises subject to this Conservation Easement Agreement, hereinafter called "THE CONSERVATION EASEMENT AREA" are described and delineated as follows: Exhibit A attached hereto and made a part hereof.

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

1. The construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above ground.
2. The dumping or placing of soil or other substance or material as landfill, or dumping of trash, ashes, waste, rubbish, garbage, junk, or unsightly or offensive materials.
3. The excavation, dredging or removal of loam, peat, gravel, soil, rock, or other substances in such a manner as to affect the surface or the quantity or quality 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 detrimental to drainage, flood control, water quality, erosion control, soil conservation or wildlife in The Conservation Easement Area.
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.

2. The Grantee, acting through its Conservation Commission or its successors, 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 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 the Conservation Easement Agreement and which shall in no way endanger the maintenance and conservation of the above described premises in their natural state.

III. IDENTIFICATION AND INSPECTION OF CONSERVATION EASEMENT AREAS

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 stakes are to be located at each change of boundary direction and 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.

2. 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.

3. 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

1. 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.

2. 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.

3. 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 Area as closely as possible to its 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, or unsightly or offensive material.

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

d) emplacement and maintenance of soil erosion and sedimentation controls.

e) replacement by a land surveyor of any Conservation Easement Area markers which have been moved 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.

4. If either the Grantor or any other person on the Grantor's property is found to have violated this 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 his 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 proper use and be hoof.

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

Signed, Sealed and Delivered
In the Presence Of:

Charles F. Monzeglio
Gabriel J. Pons

CHARLES F. MONZEGLIO TRUST- GRANTOR

By: Charles F. Monzeglio

Jolanda R. O'Brien
Richard J. Johnson

TOWN OF GLASTONBURY- GRANTEE
Town Manager Richard J. Johnson

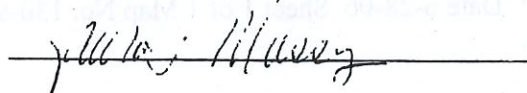
By: Richard J. Johnson

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

ss: Glastonbury

March 20, 2007

Personally appeared Charles F. Monzeglio Jr., Signer and Sealer of the foregoing Instrument and acknowledged the same to be his free act and deed, before me.



Commissioner of the Superior Court

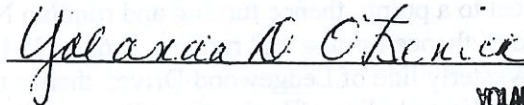
Notary Public, my commission expires 4/31/2012

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

ss: Glastonbury

March 26, 2007

Personally appeared, Richard J. Johnson, Signer and Sealer of the foregoing Instrument and acknowledged the same to be his freed act and deed as such Town Manager of the Town of Glastonbury, before me.



YOLANDA D. OLENICK
NOTARY PUBLIC

Notary Public, my commission expires SEPTEMBER 30, 2011

EXHIBIT A

Map entitled "Lot 63 Ledgewood Drive prepared for Charles Monzeglio, Glastonbury, Conn. Megson & Heagle Civil Engineers & Land Surveyors, LLC 81 Rankin Road Glastonbury, Conn. 06033 Phone (860)-659-0587 CK. BY: JLH DRW. BY: SAM Scale 1" = 20' Date 6-28-06 Sheet 1 of 1 Map No. 130-95-1P", more particularly described as follows:

Beginning at a point in the Westerly line of Ledgewood Drive marking the Northeasterly corner of land now or formerly of Charles F. Monzeglio Trust and the Southwesterly line of land now or formerly of the Town of Glastonbury, thence turning in a Northwesterly direction on an arc of a curve with a Δ of $90^{\circ} 00' 00''$ $R=20.00'$, $T= 20.00'$, a distance of 31.42 feet to a point; thence running $N 89^{\circ} 01' 00''$ W along the Northerly line of land now or formerly of Charles F. Monzeglio Trust and the Southerly line of land now or formerly of the Town of Glastonbury, 190.11 feet to a point marking the Northwesterly corner of land now or formerly of Charles F. Monzeglio Trust, thence turning and running $S 02^{\circ} 46' 30''$ E along the Westerly line of land now or formerly of Charles F. Monzeglio Trust and the Easterly line of land now or formerly of Kevin J. and Elizabeth B. Dalton 54.63 feet to a point; thence turning and running $S 69^{\circ} 00' 00''$ E a distance of 99.00 feet to a point; thence turning and running $N 87^{\circ} 13' 25''$ E a distance of 74.41 feet to a point; thence turning and running $N 62^{\circ} 23' 40''$ E a distance of 44.71 feet to a point in the Westerly line of Ledgewood Drive; thence turning and running $N 00^{\circ} 59' 00''$ E along the Westerly line of Ledgewood Drive a distance of 42.13 feet to the point or place of beginning.