

AGENDA

Regular Meeting

Canton Inland Wetlands and Watercourses Agency

Thursday, March 10, 2016 at 7:00 p.m.

Library Community Center, Room F

40 Dyer Avenue, Canton, CT

CALL TO ORDER:

ROLL CALL:

PUBLIC COMMENT NOT RELATED TO AGENDA ITEM:

OLD BUSINESS:

1. Discussion of Shallot Meadow Subdivision and 188 Bahre Corner Road

NEW BUSINESS:

1. **File #02-16-1135**; 594 Albany Turnpike; Assessor's Map 25; Parcel 1010594; Zone R-2; request to construct a single family home; David and Jacqueline Mott, applicants/owners

OTHER BUSINESS:

1. Approve Minutes of the January 14, 2016 Regular Meeting and February 11, 2016 Regular Meeting
2. Applications Received After Agenda Posted
3. Authorized Agent
4. Any Other Recent Enforcement Issues
5. Staff Report

ADJOURNMENT:

Regular Meeting Minutes
October 1, 2007 at 7:30 p.m.
Library Community Center, 40 Dyer Avenue, Canton, CT.

CALL TO ORDER: The meeting was called to order at 7:34 p.m.

ROLL CALL: Rosemary Aldridge; James Miner; Marc Cerniglia; Bruce Mortimer, Alternate (seated); Michael DiPinto, Alternate (seated); Chuck Latvis, Alternate. **Absent:** Peter Zagorsky; Jack Lilliendahl. **Also Present:** Neil Pade, Town Planner; Jean Kelley, Recording Clerk.

PUBLIC HEARING

1. **File #530;** 185 High Valley Drive; Assessor's Map 3-10; Parcel 73-5; Zone AR-3; Request for two (2) lot Resubdivision; Rick & Erin Wolfson, applicant/owner.

Mr. Pade noted that the applicant failed to provide abutter notifications within the required period of time and recommended that this Public Hearing be cancelled and a new Public Hearing be scheduled for the November 5, 2007 meeting.

MOTION: *Mr. Miner moved to table and reschedule File #530; 185 High Valley Drive; Assessor's Map 3-10; Parcel 73-5; Zone AR-3; Request for two (2) lot Resubdivision; Rick & Erin Wolfson, applicant/owner for the next Regular meeting on November 5, 2007. Mr. Cerniglia seconded.*

VOTE: ALDRIDGE-Yes; MINER-Yes; CERNIGLIA-Yes; MORTIMER-Yes; DIPINTO-Yes

REGULAR MEETING

PUBLIC HEARING ACTIONS:

2. **File #530;** 185 High Valley Drive; Assessor's Map 3-10; Parcel 73-5; Zone AR-3; Request for two (2) lot Resubdivision; Rick & Erin Wolfson, applicant/owner.

This item was tabled and rescheduled for the November 5, 2007 meeting.

OLD BUSINESS:

1. **File #507;** property at the end of Freedom Drive and Dunne Avenue (Takapa Subdivision); Assessor's Map: 6-2; Zone: AR-3; Update on runoff issues; Meehan Group, LLC, applicant/owner.

Ms. Aldridge indicated that there were concerns regarding water run off and stated that she walked the property with Paul Meehan, who agreed to do minor repair to fix the area that had been washed out. Mr. Pade noted that he has the mylars for Ms. Aldridge to sign tonight.

NEW BUSINESS:

1. **File #524;** Bahre Corner Road; Shallot Meadow Open Space Re-subdivision; Assessor's Map 4-5, Lot 105B; Zone AR-3; Request for revision of approved subdivision plans; Estate of Loren Bristol, applicant/owner.

David Whitney, Professional Engineer, representing the applicant, spoke about the property utilizing a map. He noted that Loren Bristol released a 20 foot drainage easement as well as unrestricted rights to drain along the Western property line and William Olson released a right of way he had through the Loren Bristol to his rear land. This release of easements happened after the subdivision was approved and the mylars were filed. Mr. Whitney requested that new mylars be filed showing the easement removed. Ms. Aldridge asked why the easement is no longer necessary, to which Mr. Whitney stated that the road has been moved from its original location which was immediately adjacent to the common property line. Mr. Pade indicated that he spoke with Ken Wassall and he feels that the Town has all the rights it needs since the water runs off onto the wetlands with its discharge point and where it transfers from the property line over to the Olson property is of also of no consequence.

MOTION: *Mr. Cerniglia moved to accept the proposed changes to the subdivision plans to reflect the elimination of the drainage easement as indicated by David Whitney in his letter to the Town Planner on September 18, 2007 for File #524; Bahre Corner Road; Shallot Meadow Open Space Re-subdivision; Assessor's Map 4-5, Lot 105B; Zone AR-3; Request for revision of approved subdivision plans; Estate of Loren Bristol, applicant/owner.* Mr. DiPinto seconded.

VOTE: ALDRIDGE-Yes; MINER-Yes; CERNIGLIA-Yes; MORTIMER-Yes; DIPINTO-Yes

OTHER BUSINESS:

1. Approval of minutes of September 10, 2007.

Ms. Aldridge indicated that the minutes were not received by Commission members and asked that they be tabled to next month's meeting.

MOTION: *Mr. Cerniglia moved to table the minutes of September 10, 2007 to the next Regular meeting on November 5, 2007.* Mr. Miner seconded.

VOTE: ALDRIDGE-Yes; MINER-Yes; CERNIGLIA-Yes; MORTIMER-Yes; DIPINTO-Yes

MOTION: *Mr. Cerniglia moved to add "Staff Report" to the agenda every month.* Mr. Mortimer seconded.

VOTE: ALDRIDGE-Yes; MINER-Yes; CERNIGLIA-Yes; MORTIMER-Yes; DIPINTO-Yes

Mr. Pade indicated that he will request a presentation be made at the November 5, 2007 Planning meeting from a representative of the Connecticut Affordable Housing. Discussion ensued relative to the Muni property.

ADJOURNMENT:

MOTION: *Mr. Cerniglia moved to adjourn at 8:05 p.m.* Mr. Miner seconded.

VOTE: ALDRIDGE-Yes; MINER-Yes; CERNIGLIA-Yes; MORTIMER-Yes; DIPINTO-Yes

Rosemary Aldridge, Chairman

Peter Zagorsky, Secretary

Jean Kelley, Recording Clerk

Date Approved

**DAVID F. WHITNEY
CONSULTING ENGINEERS, LLC**

21 Arch Road
P. O. Box 1605
Avon, Connecticut 06001

David F. Whitney, P.E.

Telephone: (860) 673-8412
Facsimile: (860) 673-8413
Email: dfwengineers@sbcglobal.net

September 18, 2007

Mr. Neil S. Pade, AICP
Director of Planning and Community Development
Canton Town Hall, Land Use Office
4 Market Street, P.O. Box 168
Collinsville, CT 06022-0168

Re: "Shallot Meadow"
12-Lot Open Space Subdivision
Bahre Corner Road
Canton, CT
Lynn Bristol, Executrix
Estate of Loren S. Bristol,
applicant/owner

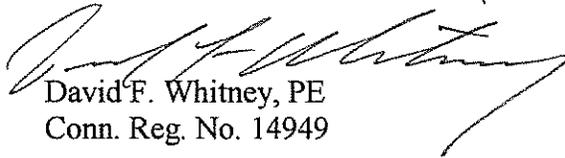
Dear Mr. Pade:

On behalf of Lynn Bristol, I would like to request that the above-referenced project be included as an item on the agenda of the Canton Planning Commission at its next meeting on Monday, October 1, 2007. The purpose for this request is to revise the approved subdivision plans presently on file at the Town Hall; specifically, to remove a 20'-wide drainage easement shown on the adjacent property of William and Lynn Olson. Subsequent to the filing of the mylars for Shallot Meadow, there was a cross-release of easements between William Olson and Loren S. Bristol, and this 20'-wide drainage easement no longer exists. It is my understanding that the release of this easement has no impact on the proposed road design or the ability of the Town of Canton to accept ownership of the road upon completion. Therefore, we would request that the Canton Planning Commission approve this modification to the approved plans.

Attached with this letter please find a portion of the record subdivision plan that indicates the previous location of the 20' drainage easement that has now been removed. Also included with this letter are five sets of revised plans with the easement removed (Two sheets in each set are site plans from my office, and four sheets in each set are subdivision plans from Nascimbeni and Jahne Surveyors, PC). Please do not hesitate to call my office if you have any questions or if you need any additional information.

Thank you for your consideration in this matter.

Sincerely,


David F. Whitney, PE
Conn. Reg. No. 14949

cc: Lynn Bristol
Gervais Jouvin
Atty. Robert Webber
Atty. Joseph Hourihan
Rosemary Aldridge, Chair P.C.
Kenneth Wassall, PE
File: #04-15

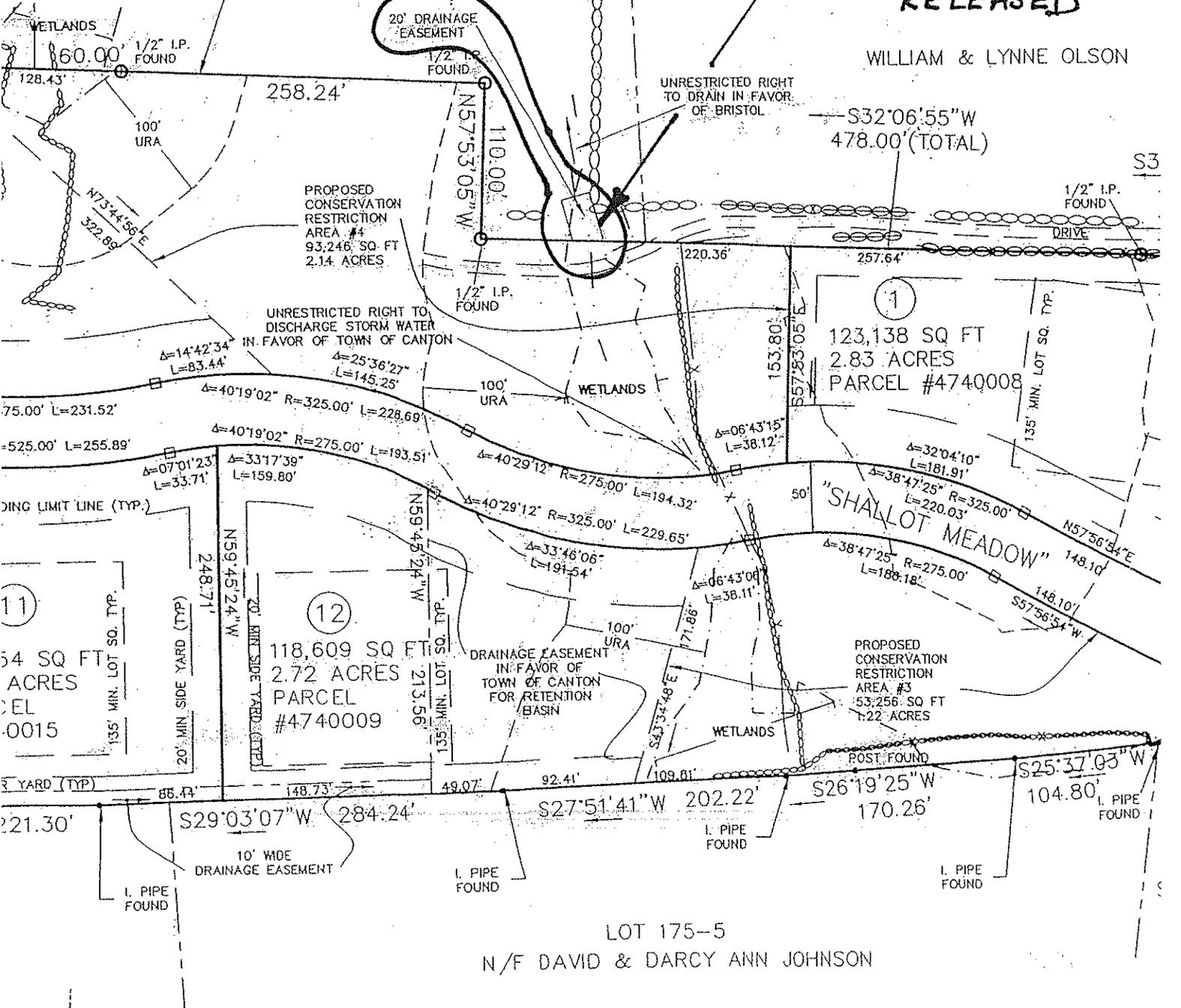
WILLIAM & LYNNE OLSON

AGRICULTURAL OPEN SPACE AREA
137,170.2 SQ. FT.
OR 3.15 ACRES

N59°51'40"W
349.71'

20' DRAINAGE EASEMENT THAT HAS BEEN RELEASED

WILLIAM & LYNNE OLSON



LOT 175-5

N/F DAVID & DARCY ANN JOHNSON

TERMINATION OF EASEMENTS

THIS Termination of Easements is made and entered into this 29th day of June, 2005, by and between William and Lynne Olson of Canton, Connecticut (hereinafter "Olson") and Loren Bristol of Avon, Connecticut (hereinafter "Bristol");

WITNESSETH:

WHEREAS, by Easement Agreement I dated February 25, 1993 and recorded in Volume 189 at Page 639 of the Canton Land Records ("Easement Agreement I"), Olson gave and conveyed certain easements and rights as more particularly described in Easement Agreement I to Bristol; and

WHEREAS, by Easement Agreement II dated February 25, 1993 and recorded in Volume 189 at Page 647 of the Canton Land Records ("Easement Agreement II"), Bristol gave and conveyed certain easements and rights as more particularly described in Easement Agreement II to Olson; and

WHEREAS, Bristol and Olson now desire to release, discharge and terminate both of said easements in their entirety;

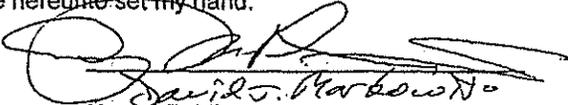
NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Olson and Bristol, Olson and Bristol agree as follows:

1. Easement Agreement I dated February 25, 1993 and recorded in Volume 189 at Page 639 of the Canton Land Records is, as of the date hereof, of no force and effect and the rights and obligations thereby created are released and discharged, as if said Easement Agreement I had never been executed and recorded.
2. Easement Agreement II dated February 25, 1993 and recorded in Volume 189 at Page 647 of the Canton Land Records is, as of the date hereof, of no force and effect and the rights and obligations thereby created are released and discharged, as if said Easement Agreement II had never been executed and recorded.
3. The provisions of this Agreement shall extend to notes regarding an unrestricted right to drain on subdivision maps 2608 and 2608A filed in the Office of the Canton Town Clerk.

STATE OF CONNECTICUT)
) ss. Canton
COUNTY OF HARTFORD)

On June 28, 2005, before me, the undersigned, personally appeared Lynne Olson, Signer and Sealer of the foregoing instrument, and acknowledged the same to be her free act and deed.

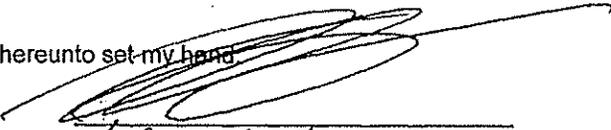
In witness whereof, I have hereunto set my hand.


David S. Markow
Notary Public
~~My Commission Expires:~~
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss. Canton
COUNTY OF HARTFORD)

On June 29, 2005, before me, the undersigned, personally appeared Loren Bristol, Signer and Sealer of the foregoing instrument, and acknowledged the same to be his free act and deed.

In witness whereof, I have hereunto set my hand.


L. ALLEN R. HAMPTON, JR.
~~Notary Public~~
~~My Commission Expires:~~
Commissioner of the Superior Court

RECEIVED FOR RECORD AT CANTON, CT
06-30-05 AT 11:10am
ATTEST LINDA SMITH, TOWN CLERK

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EASEMENT AGREEMENT II

THIS AGREEMENT made and entered into this 25th day of February 1993 by and between Loren Bristol of the Town of Avon, County of Hartford, and State of Connecticut ("Grantor") and William Olson and Lynn Olson of the Town of Canton, County of Hartford, State of Connecticut ("Grantee").

WHEREAS, Grantor is the owner of the property known as Parcel B as described on Exhibit A hereto ("Parcel B");

WHEREAS, Grantee is the owner of the property known as Parcel A as described on Exhibit B hereto ("Parcel A");

WHEREAS, Grantor and Grantee have agreed to burden Parcel B as the Servient estate with certain easement rights for the benefit of Parcel A with the intent that such easement rights shall run with the land and be binding upon Parcel B, Grantor and Grantor's heirs, successors, assigns and successors in title, and inure to the benefit of Parcel A, Grantee and Grantee's heirs, successors, assigns and successors in title.

NOW THEREFORE, in consideration of Ten (\$10.00) Dollars in hand paid, the mutual promises contained herein, and other valuable consideration received, Grantee and Grantor do hereby, by and on behalf of themselves, their heirs, successors, and assigns, covenant and agree as follows:

1. Grant of Easement/Easement Area.

Grantor does hereby grant unto Grantee, its successors and assigns:

A fifty (50') foot easement, in favor of Parcel A, upon, under and through Parcel B for the purposes of granting Parcel A access to Bahre Corner Road from the rear portion of Parcel A. Said access shall be via a proposed future roadway to be established on Parcel B as part of a proposed future subdivision. The location of such easement shall be subject to subdivision approval for Parcel B and the approval of the Town of Canton. For purposes of this easement, the rear portion of Parcel A is that portion of the herein conveyed premises lying generally Southwesterly of the Southwesterly wetland limits as shown on the Map referenced on Exhibits A and B (the "Map").

The fifty (50') foot easement is conveyed together with and subject to the following rights and obligations:

(i) Grantee shall take any and all action as may be reasonably necessary to ensure and maintain full lateral support

D 4-0225/93 (10:30am)
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of Parcel B, without the need for engineered devices upon the remainder of Parcel B, to the extent that activities undertaken in connection with the easement cause or could cause a deterioration of lateral support integrity of Parcel B. In addition, Grantee shall not cause or permit the exercise of any rights granted pursuant to the easement to interfere with the reasonable use and occupancy of the remainder of Parcel B.

(ii) Grantor reserves unto Grantor and Grantor's heirs, successors and assigns the full, absolute and unconditional right to use and enjoy the full privileges of ownership to all of Parcel B, including the easement. Grantor reserves, in particular and without limitation, the right to construct, use, replace reconstruct, and maintain utilities in the easement area, and to utilize the easement for ingress and egress to any portion of Parcel B by foot, vehicle or otherwise provided the same do not unreasonably interfere with Grantee's use of the easement.

(iii) At such time as the easement area may be improved for highway purposes, Grantee shall, at its sole cost and expense, keep and maintain that portion of the easement area serving Parcel A only in good condition and repair. Grantee shall at its own cost and expense, keep and maintain such improvements in such portion of the easement area free of rubbish, and keep such portion free of obstruction, snow and ice. Grantor shall have no obligation whatsoever with respect to the easement. In particular, Grantor shall have no obligation to trim trees, or warn or notify Grantee of the existence of conditions which may affect the easement.

(iv) Grantee will use the easement only in accordance with the terms hereof and in full compliance with all federal, state or local laws, rules, regulations, consents, orders and other applicable governmental acts or requests.

(v) The rights and obligations contained herein shall run with the land and be binding upon Parcel B, Grantor and Grantor's heirs, successors, personal representatives, fiduciaries, assigns and successors in title and shall inure to the benefit of Parcel A, Grantee and Grantee's heirs, successors, personal representatives, fiduciaries, assigns and successors in title. Grantee agrees, and by acceptance of title herein such successors agree, to cause its and their invitees, servants, employees, guests, agents and family to assume and comply with Grantee's obligations herein.

2. Entire Agreement.

This Easement Agreement (including any Exhibits attached hereto) contains the entire agreement by and between the parties concerning this transaction, and supersedes any and all

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previous agreements, written or oral, between said parties and concerning this transaction.

3. Modification.

There may be no modification of this Easement Agreement except in writing, and signed by the parties hereto.

4. Severability.

It is understood and agreed by the parties that if any part, term or provision of this Easement Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions or provisions of this Easement Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Easement Agreement did not contain the particular part, term or provision held to be invalid, illegal, or in conflict with the applicable law.

5. Waiver.

No waiver of any breach of any agreement or provision contained in this Easement Agreement shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision contained in this Easement Agreement. No extensions of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

6. Connecticut Law Governs.

This Easement Agreement shall be governed by, interpreted under, and construed and enforced exclusively in accordance with the provisions hereof and the laws of the State of Connecticut applicable to agreements made and to be performed wholly within the State of Connecticut. Each of the parties hereto consents, submits and agrees to the full jurisdiction of the Connecticut courts in any manner arising out of the Easement Agreement.

7. Drafting Roles.

The parties agree that each has played a material role in the negotiation and drafting of this Easement Agreement, and that the document shall not be construed against any party merely because of that party's role in the drafting thereof.

8. Title.

The rights and easements granted herein are conveyed subject to: 1) any and all provisions of any ordinance, municipal

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regulation, or public or private law; 2) declarations, restrictions covenants, encumbrances, easements of record; 3) any state of facts an accurate survey or personal inspection of Parcels A and B might reveal; 4) conservation areas and easements as shown on the Map described on Exhibits A and B hereto (the "Map") and as of record may appear; and 5) an unrestricted right to discharge storm water in favor of the Town of Canton as shown on the Map.

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this on the date first above mentioned.

Signed, sealed and delivered in the presence of :

GRANTOR:

Mary G. Moore
MAY G. MOORE

Loren Bristol
Loren Bristol

GRANTEE:

Paul V. Knopf
PAUL V. KNOPF

William Olson
William Olson

Mary G. Moore
MAY G. MOORE

AS TO BOTH
Lynne Olson
Lynne Olson

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STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

ss. Hartford

February 25, 1993

On this the 25th day of February 1993, before me, the undersigned officer, personally appeared Loren Bristol, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, as his free act and deed.

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



Richard P. Kenzie Commissioner of the Superior Court
Notary Public

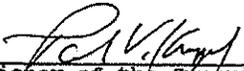
STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

ss. Hartford

February 25, 1993

On this the 25th day of February 1993, before me, the undersigned officer, personally appeared William Olson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, as his free act and deed.

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



Paul V. Knapp Commissioner of the Superior Court
Notary Public

D 4-02/25/93 (10:30am)
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EXHIBIT A

A certain piece of land known as Parcel B, on a Map entitled "MAP OF LAND OWNED BY RICHARD A. OLSON & JANE O. BRISTOL, BAHRÉ CORNER ROAD, CANTON, CONNECTICUT SCALE 1" = 100' DATE JUNE, 1992 SHEET 1 of 1 M92-06, REVISED NOV. 1992 ADD CONSERVATION & DRAINAGE EASEMENTS," and prepared by Nascimbeni & Jahne Surveyors P.C. (the "Map"), which Map has been recorded in the Canton Town Clerk's Office prior to the date hereof ("Parcel B").

CMM/CNM/37033.1

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EXHIBIT B

A certain piece of land known as Parcel A, on a Map Entitled "MAP OF LAND OWNED BY RICHARD A. OLSON & JANE O. BRISTOL, BAHRÉ CORNER ROAD, CANTON, CONNECTICUT SCALE 1" = 100', DATE JUNE, 1992 SHEET 1 of 1 M92-06, REVISED NOV. 1992 ADD CONSERVATION & DRAINAGE EASEMENTS," and prepared by Nascimbeni and Jahne Surveyors, P.C.- (the "Map"), which Map has been recorded in the Canton Town Clerk's Office prior to the date hereof ("Parcel A").

RECEIVED FOR RECORD AT CANTON, CONN.
ON 2-26-93 AT 9:03 A.M.
ATTEST: BARNEY C. VECCHIETAL TOWN CLERK

CHM/CHM/37033.1

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EASEMENT AGREEMENT I

THIS AGREEMENT made and entered into this 25th day of February 1993 by and between William Olson and Lynne Olson of the Town of Canton, County of Hartford, and State of Connecticut ("Grantor") and Loren Bristol of the Town of Avon, County of Hartford, State of Connecticut ("Grantee").

WHEREAS, Grantor is the owner of the property known as Parcel A as described on Exhibit A hereto ("Parcel A");

WHEREAS, Grantee is the owner of the property known as Parcel B as described on Exhibit B hereto ("Parcel B");

WHEREAS, Grantor and Grantee have agreed to burden Parcel A as the Servient estate with certain easement rights for the benefit of Parcel B with the intent that such easement rights shall run with the land and be binding upon Parcel A, Grantor and Grantor's heirs, successors, assigns and successors in title, and inure to the benefit of Parcel B, Grantee and Grantee's heirs, successors, assigns and successors in title.

NOW THEREFORE, in consideration of Ten (\$10.00) Dollars in hand paid, the mutual promises contained herein, and other valuable consideration received, Grantee and Grantor do hereby, by and on behalf of themselves, their heirs, successors, and assigns, covenant and agree as follows:

1. Grant of Easement/Easement Area.

Grantor does hereby grant unto Grantee, its successors and assigns:

a. A temporary, non-exclusive, unobstructed easement, for passage only, by foot, motor vehicle or otherwise, upon, under and through an existing logging roadway on Parcel A. Said easement shall terminate at such time as there shall be a driveway or road from Bahre Corner Road to that portion of Parcel B which is the southerly boundary of Conservation Easement B as shown on the Map referenced in Exhibits A and B hereto (the "Map"). Grantee shall have no maintenance obligations with respect to this temporary easement but shall be responsible to repair any damage caused by Grantee or its invitees.

b. A twenty (20') foot drainage easement, unrestricted rights to drain into the wetlands area on Parcel A, an unrestricted right to drain into Parcel A for purposes of future roadways (public or private) and

Termination V. 388 P. 218

D 3-02/25/93 (10:33am)
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maintenance, fill and slope rights necessary for driveway and possible future road construction, all as more particularly shown on the Map (All of the foregoing being hereinafter referred to as the "Rights and Easements").

The Rights and Easements are conveyed together with and subject to the following rights and obligations:

(i) Grantee shall take any and all action as may be reasonably necessary to ensure and maintain full lateral support of Parcel A, without the need for engineered devices upon the remainder of parcel A, to the extent that activities undertaken in connection with the Rights and Easements cause or could cause a deterioration of lateral support integrity of Parcel A. In addition, Grantee shall not cause or permit the exercise of any rights granted pursuant to the Rights and Easements to interfere with the reasonable use and occupancy of the remainder of parcel A.

(ii) Grantor reserves unto Grantor and Grantor's heirs, successors and assigns the full, absolute and unconditional right to use and enjoy the full privileges of ownership to all portions of Parcel A subject to Grantees rights under these Rights and Easements.

(iii) Grantee shall have a perpetual easement over, under and through Parcel A for the limited purpose of constructing, using, replacing, reconstructing and maintaining any pipes, culverts, ditches, or other improvements located within the areas of the Rights and Easements. Grantee shall repair, replace and restore any condition to Parcel A so damaged as a result of this easement to the reasonable satisfaction of Grantor as soon as reasonably practicable.

(iv) Grantee will use the Rights and Easements only in accordance with the terms hereof and in full compliance with all federal, state or local laws, rules, regulations, consents, orders and other applicable governmental acts or requests.

(v) The rights and obligations contained herein shall run with the land and be binding upon Parcel A, Grantor and Grantor's heirs, successors, personal representatives, fiduciaries, assigns and successors in title and shall inure to the benefit of Parcel B, Grantee and Grantee's heirs, successors, personal representatives, fiduciaries, assigns and successors in title. Grantee agrees, and by acceptance of title herein, such successors agree, to cause its and their invitees, servants, employees, guests, agents and family to assume and comply with Grantee's obligations herein.

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RFG/MDM/34184.1

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2. Entire Agreement.

This Easement Agreement (including any Exhibits attached hereto) contains the entire agreement by and between the parties concerning this transaction, and supersedes any and all previous agreements, written or oral, between said parties and concerning this transaction.

3. Modification.

There may be no modification of this Easement Agreement except in writing, and signed by the parties hereto.

4. Severability.

It is understood and agreed by the parties that if any part, term or provision of this Easement Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions or provisions of this Easement Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Easement Agreement did not contain the particular part, term or provision held to be invalid, illegal, or in conflict with the applicable law.

5. Waiver.

No waiver of any breach of any agreement or provision contained in this Easement Agreement shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision contained in this Easement Agreement. No extensions of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

6. Connecticut Law Governs.

This Easement Agreement shall be governed by, interpreted under, and construed and enforced exclusively in accordance with the provisions hereof and the laws of the State of Connecticut applicable to agreements made and to be performed wholly within the State of Connecticut. Each of the parties hereto consents, submits and agrees to the full jurisdiction of the Connecticut courts in any manner arising out of the Easement Agreement.

7. Drafting Roles.

The parties agree that each has played a material role in the negotiation and drafting of this Easement Agreement, and

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that the document shall not be construed against any party merely because of that party's role in the drafting thereof.

8. Title.

The rights and easements granted herein are conveyed subject to: 1) any and all provisions of any ordinance, municipal regulation, or public or private law; 2) declarations, restrictions covenants, encumbrances, easements of record; 3) any state of facts an accurate survey or personal inspection of Parcels A and B might reveal; 4) conservation areas and easements as shown on the Map described on Exhibits A and B hereto (the "Map") and as of record may appear; and 5) an unrestricted right to discharge storm water in favor of the Town of Canton as shown on the Map.

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this on the date first above mentioned.

Signed, sealed and delivered in the presence of :

GRANTOR:

Paul V. Knopf
Paul V. Knopf

William Olson
William Olson

Richard A. Olson
Richard A. Olson

Lynne Olson
Lynne Olson

GRANTEE:

Mary G. Moore
Mary G. Moore

Loren Bristol
Loren Bristol

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STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

ss. Hartford

February 25, 1993

On this the 25th day of February 1993, before me, the undersigned officer, personally appeared Loren Bristol, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, as his free act and deed.

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



Commissioner of the Superior Court
Notary Public
Richard P. Lentz

D 3-02/25/93 (10:33am)
RPG/MDJ/34184.1

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EXHIBIT A

A certain piece of land known as Parcel A, on a Map Entitled "MAP OF LAND OWNED BY RICHARD A. OLSON & JANE O. BRISTOL, BAHRÉ CORNER ROAD, CANTON, CONNECTICUT SCALE 1" = 100', DATE JUNE, 1992 SHEET 1 of 1 M92-06, REVISED NOV. 1992 ADD CONSERVATION & DRAINAGE EASEMENTS," and prepared by Nascimbeni and Jahne Surveyors, P.C. (the "Map"), which Map has been recorded in the Canton Town Clerk's Office prior to the date hereof ("Parcel A").

CMM/CMM/37033.1

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EXHIBIT B

A certain piece of land known as Parcel B, on a Map entitled "MAP OF LAND OWNED BY RICHARD A. OLSON & JANE O. BRISTOL, BAHRÉ CORNER ROAD, CANTON, CONNECTICUT SCALE 1" = 100' DATE JUNE, 1992 SHEET 1 of 1 M92-06, REVISED NOV. 1992 ADD CONSERVATION & DRAINAGE EASEMENTS," and prepared by Nascimbeni & Jahne Surveyors P.C. (the "Map"), which Map has been recorded in the Canton Town Clerk's Office prior to the date hereof ("Parcel B").

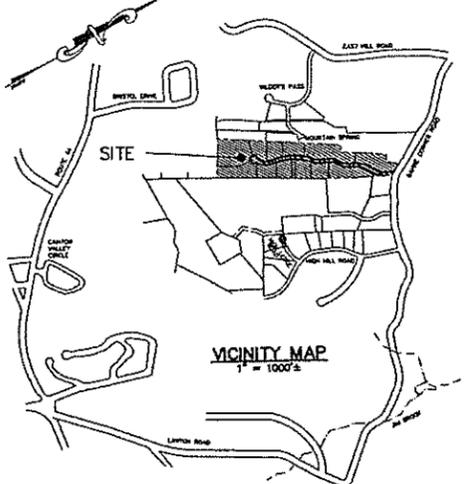
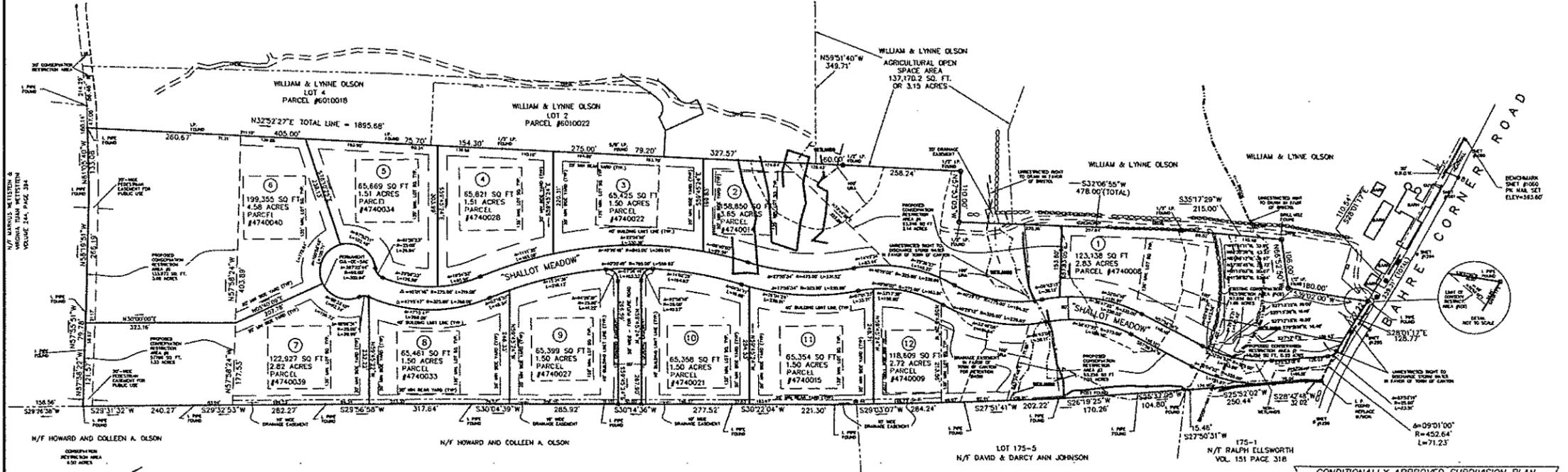
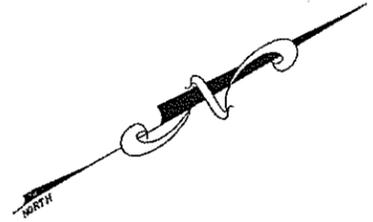
RECEIVED FOR RECORD AT CANTON, CONN.
ON 2-26-93 AT 9:02 A.M.
ATTEST: ROBERT C. PROSPECTAL TOWN CLERK

CHM/CHM/37033.1

UTILITY STATEMENT
UNDERGROUND UTILITY, STRUCTURE AND FACILITY LOCATIONS DEPICTED AND NOTED HEREON HAVE BEEN COMPILED, IN PART, FROM RECORD MAPPING SUPPLIED BY THE RESPECTIVE UTILITY COMPANIES OR GOVERNMENTAL AGENCIES, FROM PARCEL TESTIMONY AND FROM OTHER SOURCES. THESE LOCATIONS MUST BE CONSIDERED AS APPROXIMATE IN NATURE. ADDITIONALLY, OTHER SUCH FEATURES MAY EXIST ON THE SITE, THE EXISTENCE OF WHICH ARE UNKNOWN TO NASCIMBENI & JAHNE. THE SIZE, LOCATION AND EXISTENCE OF ALL SUCH FEATURES MUST BE FIELD DETERMINED AND VERIFIED BY THE APPROPRIATE AUTHORITIES PRIOR TO CONSTRUCTION.
CALL BEFORE YOU DIG 1-800-922-4455.

AT 10
#2676 e 12:10pm

MAP REFERENCES:
"MAP OF LAND OWNED BY RICHARD A. OLSON & JANE O. BRISTOL, BAHRE CORNER ROAD, CANTON, CONNECTICUT, SCALE: 1" = 100', JUNE 1992, D.W.G. M 02-06, BY NASCIMBENI & JAHNE SURVEYORS, P.C., LAST REVISION MAY, 1993.
"RESUBDIVISION PLAN PREPARED FOR HOWARD & COLLEEN A. OLSON BAHRE CORNER ROAD, CANTON, CONNECTICUT, SCALE: 1" = 40', SEPT. 1995 SHEET 1 OF 2 REVISED 8/12/96" NASCIMBENI & JAHNE SURVEYORS, PC
"RESUBDIVISION PLAN PHASE II PREPARED FOR HOWARD & COLLEEN A. OLSON BAHRE CORNER ROAD & HIGH LEDGE ROAD CANTON, CONNECTICUT, SCALE: 1"=100', DEC. 2002 SHEET 1 OF 2" NASCIMBENI & JAHNE SURVEYORS, PC
"DATA ACCUMULATION PLAN OPEN SPACE SUBDIVISION PREPARED FOR WILLIAM & LYNNE OLSON BAHRE CORNER ROAD CANTON, CONNECTICUT SCALE 1"=100' JUNE 2003 SHEET 1 OF 2 REVISED 11/6/2003" NASCIMBENI & JAHNE SURVEYORS, PC
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- NOTES:**
1. THIS SURVEY HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-300b-1 THRU 20-300b-20 AND THE "STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 26, 1996.
IT IS A DATA ACCUMULATION PLAN.
BOUNDARY DETERMINATION CATEGORY-ORIGINAL SURVEY BASED ON A DEPENDENT RESURVEY.
EXISTING BOUNDARY DETERMINATION CATEGORY-RESURVEY BASED ON A DEPENDENT RESURVEY.
SURVEY CONFORMS TO HORIZONTAL ACCURACY CLASS A-2.
 2. PROPERTY IS IN ZONE AR-3.
 3. HORIZONTAL DATA BASED ON ASSUMED COORDINATES.
 4. VERTICAL DATUM BASED ON USC & GS DATUM.
 5. LOTS TO BE SERVICED BY INDIVIDUAL LEACHING SYSTEMS AND PRIVATE SUBSURFACE WELLS.
 6. IRON PIN MARKERS TO BE SET AT ALL PROPERTY CORNERS AND STREET LINE MONUMENTS TO BE SET AS NOTED, BY DEVELOPER.
 7. OLD EASEMENT AGREEMENT 1 & 2 BETWEEN OLSON & BRISTOL, VOL. 189, PAGE 639 AND VOLUME 189, PAGE 647, RELEASED ON JUNE 29, 2005.
 8. DEED REFERENCE VOLUME 189, PAGE 635.
 9. TOTAL AREA OF RESUBDIVISION=30.18 ACRES.
 10. PROPERTY IS NOTED AS PARCEL B ON MAP REFERENCE NO. 1.
 11. THE LIMITS OF THE WETLANDS SOILS WERE DELINEATED IN THE FIELD IN 1992 & 2004 BY KENNETH C. STEVENS, JR., SOILS SCIENTIST (SOILS SCIENCE & ENVIRONMENTAL SERVICES, INC. CHESHIRE, CT) AND LOCATED BY NASCIMBENI & JAHNE SURVEYORS, PC.

NOTE:
PROPOSED CONSERVATION RESTRICTION ON AREA #3 REPLACES EXISTING CONSERVATION EASEMENT "A", ("A" TO BE ELIMINATED).

OPEN SPACE DONATIONS
TOTAL AREA OF SITE = 30.18 ACRES
REQUIRED OPEN SPACE (30%) = 9.05 ACRES
EXISTING CONSERVATION RESTRICTION AREA #1 = 1.09 ACRES
PROPOSED CONSERVATION RESTRICTION AREA #2 = 0.25 ACRES
PROPOSED CONSERVATION RESTRICTION AREA #3 = 1.22 ACRES
PROPOSED CONSERVATION RESTRICTION AREA #4 = 2.14 ACRES
PROPOSED CONSERVATION RESTRICTION AREA #5 = 3.08 ACRES
PROPOSED CONSERVATION RESTRICTION AREA #6 = 1.33 ACRES
TOTAL = 9.11 ACRES

Original ink on Map by Nascimbeni & Jahne Surveyors, P.C.

CONDITIONALLY APPROVED SUBDIVISION PLAN
APPROVED CONDITIONALLY BY THE PLANNING COMMISSION OF THE TOWN OF CANTON, CONNECTICUT AT ITS MEETING ON 11.7.05
AND SIGNED BY CHAIRMAN _____ DATE _____
SECRETARY John G. ... DATE _____ AND
DELIVERED TO THE APPLICANT ON DATE 8-11-06
THIS PLAN IS CONDITIONALLY APPROVED IN ACCORDANCE WITH SECTION 8-2C OF THE CONSTITUTION OF THE STATE OF CONNECTICUT AND THE ACTUAL CONSTRUCTION, COMPLETION AND UTILIZATION OF THE PROPOSED PROJECT SHALL BE THE RESPONSIBILITY OF THE APPLICANT. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF CONNECTICUT. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF CONNECTICUT. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF CONNECTICUT.
VOLUME _____ AT _____
PAGE _____ OF _____
ALL WORK IN CONNECTION WITH THIS SUBDIVISION MUST BE COMPLETED IN ACCORDANCE WITH C.G.S. SECTION 8-2C BY 11.15.10

TOWN OF CANTON, CONNECTICUT
PLANNING COMMISSION
FILE NO. 04-05-905
APPROVED 11-14-05
DATE: _____
SIGNED: _____
CHAIRMAN OR SECRETARY

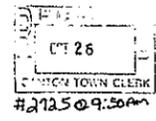
PROPERTY OWNER AND APPLICANT:
LOREN BRISTOL
APPROVED BY THE PLANNING COMMISSION OF THE TOWN OF CANTON AT ITS MEETING ON DATE _____ AND SIGNED BY CHAIRMAN _____ DATE _____ SECRETARY _____ DATE _____ AND DELIVERED TO THE APPLICANT ON DATE _____
IN ACCORDANCE WITH STATE STATUTE 8-2C ALL WORK IN CONNECTION WITH THIS SUBDIVISION MUST BE COMPLETED BY: _____

REVISIONS:	SHALLOT MEADOW DATA ACCUMULATION PLAN		
	OPEN SPACE RESUBDIVISION PREPARED FOR LOREN S. BRISTOL		
	BAHRE CORNER ROAD CANTON, CONNECTICUT		
	SCALE 1"=100'	DATE JUNE, 2005	SHEET NO. 1 OF 1
	M-04-70B		



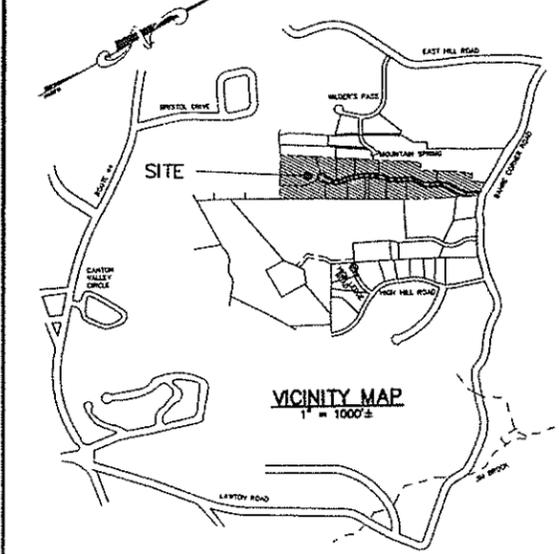
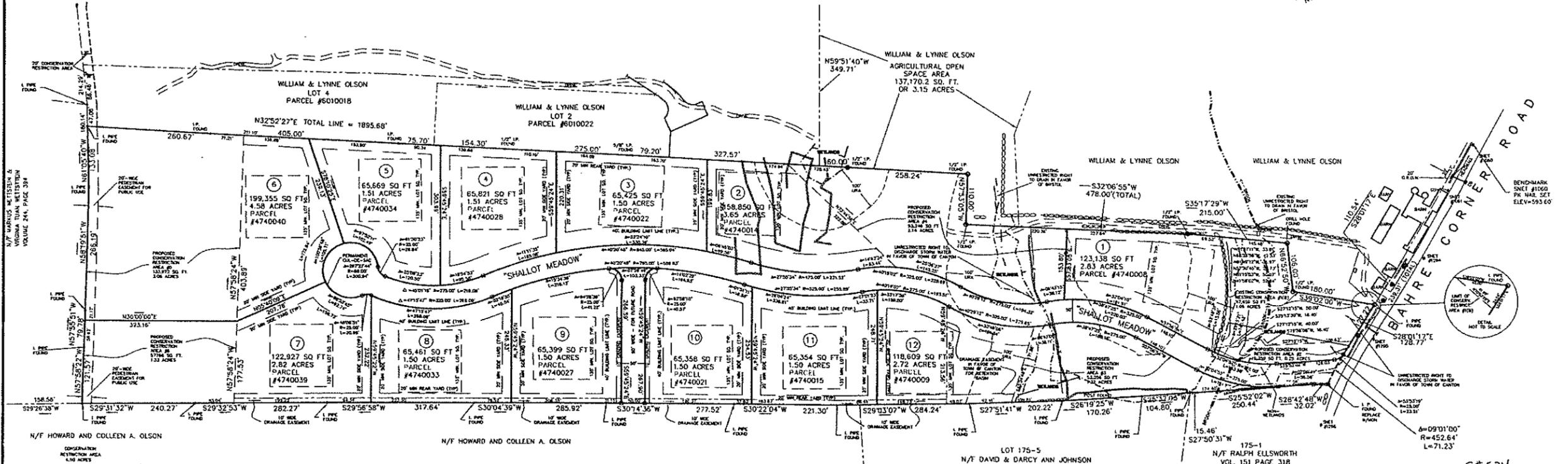
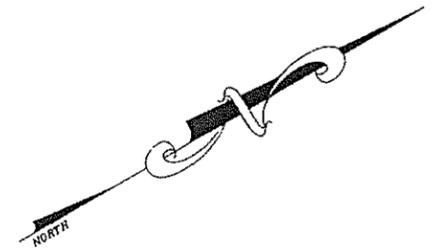
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MAP REFERENCES:

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Table with 2 columns: Description and Area. Includes 'OPEN SPACE DONATIONS', 'TOTAL AREA OF SITE = 30.18 ACRES', and 'REQUIRED OPEN SPACE (30%) = 9.08 ACRES'. Lists conservation areas #1 through #6 with their respective areas.

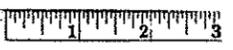
Original ink on Mylar by Nascimbeni & Jahne Surveyors, P.C.

CONDITIONALLY APPROVED SUBDIVISION PLAN. APPROVED CONDITIONALLY BY THE PLANNING COMMISSION OF THE TOWN OF CANTON, CONNECTICUT AT ITS MEETING ON 8-6-07 AND SIGNED BY CHAIRMAN, [Signature] SECRETARY, [Signature] DATE 10-23-07 AND DELIVERED TO THE APPLICANT ON DATE 10-26-07.

Approval stamp from the Planning Commission of the Town of Canton, Connecticut, dated 8-6-07, signed by Chairman and Secretary.

TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON. [Signature] NASCIMBENI & JAHNE SURVEYORS, P.C. 220 WEST MAIN STREET AVON, CONNECTICUT

SHALLOT MEADOW DATA ACCUMULATION PLAN. OPEN SPACE RESUBDIVISION PREPARED FOR LOREN S. BRISTOL. BAHRE CORNER ROAD CANTON, CONNECTICUT. SCALE 1"=100'. DATE JUNE, 2005. SHEET NO 1 OF 1. M-04-70B





TOWN OF CANTON

4 Market Street
PO Box 168
Canton, CT 06019

Land Use Department
(860) 693-7856
(860) 693-7884 (fax)

**CANTON TOWN HALL
LAND USE OFFICE**

FEB 11² 2016

DATE OF RECEIPT IN OFFICE

OFFICE USE ONLY		
FILE #: <u>02-16-1135</u>	FEE AMOUNT: <u>\$160.00</u>	CASH / <u>CHECK</u> <u>6053</u>
DATE SUBMITTED: <u>2/12/16</u>		

INLAND WETLANDS AND WATERCOURSES AGENCY (IWWA)
PERMIT APPLICATION

APPLICATION FEE: \$160.00 (includes \$60.00 State Surcharge)
Please make checks payable to "Town of Canton"

**THIS APPLICATION CANNOT BE APPROVED UNTIL ALL REQUIRED INFORMATION IS PROVIDED
AND ANY ADDITIONAL REQUIRED APPROVALS ARE OBTAINED.**

PLEASE PRINT LEGIBLY

Property Address: 594 Albany Turnpike

Assessor's Map: 25 Parcel: 1010594 Zone: AR-2 Lot Size: 1.5 Acres

Land Record Reference to Deed Description: Volume: 0419 Page: 0764

Property Owner: David + Jacque Mott Phone: 860-798-5242

Applicant/Agent: _____ Phone: _____

Mailing Address: 18 Juniper Ln West Hartford CT 06117

Email Address: JacqueDave@Comcast.net

Contractor/Consultant: _____ Phone: _____

Mailing Address: _____

Email Address: _____

Describe existing uses: Existing undeveloped residential lot

Describe proposed activity/purpose: Construction of a single family home

Describe how wetlands and watercourses will be disturbed: No wetlands or watercourse will be disturbed. Our home will sit just outside the 100' line. The deck and walkout basement will be built into the existing slope just inside the boundary and well away from the river.

Quantify earthwork in regulated area: Volume: 10 cubic yards
Depth: 2 feet
Slope: 2:1 (existing)

Total area of materials moved/removed/disturbed: 2600 sqft Percent of total area: 11

SIGNIFICANT ACTIVITY INFORMATION

Complete this portion if your proposal is considered to be significant pursuant to Section 2.1 cc of the Canton IWWA Regulations. If you consider that your activity is not a Significant Activity, proceed to the signature page. All others complete this application in full. (Final determination of significance is reserved to the Wetlands Agency).

1. Describe further the general character of the land in sufficient detail to characterize the wetlands and watercourses, including soil types. Refer to any plans that may be enclosed: _____

2. State the function that the wetlands/watercourses currently serve and the effect that the proposed activity may have on that function. Those functions should include surface and ground water quality, flood control, and wildlife habitat: _____

3. State in more detail or by specific locations, depths to which removal or deposition operations are proposed and the percent of slope, including kinds of materials removed and/or deposited and sides of channels or excavations resulting from removal or filling operations: _____

4. State manner in which material will be removed or deposited and /or in which any structure will be erected, and/or use carried out, including a description of the nature of the use proposed: _____

5. State the anticipated time and sequence of construction and length of construction period(s): _____

6. List (or attach on a separate sheet) the titles of site plans, drawings, and cross-sections, with latest revision dates and any other reports that are part of this application and are accompanying this form: _____

7. List (or attach on a separate sheet) all abutting property owners and downstream and down -gradient property owners as may be required. Give both names and addresses: _____

8. Identify previous permits or certificates for existing activities on the property giving name and current address and phone number of the permit holder, dates of issuance and expiration of the permit, and the agency file number: _____

SUBMIT PLANS IN THE FOLLOWING FORMATS ONLY:

1. 24" x 36"
2. 18" x 24"
3. 12" X 18"

Attach a site plan scaled at sufficient detail to show existing and proposed conditions, including maximum building areas relative to regulated areas, measures proposed to mitigate potential adverse impacts and a listing of soil types.

If considered a significant activity, you may be required to attach maps at prescribed scales showing the location of proposed activities, adjacent lands and regulated areas, upstream/downstream areas, property lines, roads and drives, existing buildings and utilities, topography, published and or found soil survey types, wetlands limits, watercourses and buffer areas, existing open space lands and private/public conservation easements, and types of vegetative cover. Consult the regulations for details.

Discuss why this proposal was chosen over any alternatives. List all alternatives (use separate sheet if necessary): See Attached

OWNER'S CONSENTING SIGNATURE:

The undersigned, as owner of the property, hereby consents to necessary and proper inspections of the property that is subject to this application by agents of the Canton Inlands Wetlands and Watercourses Agency at reasonable times, both before and after a final decision has been issued by this Agency.

David Mott
Signature

Feb 12, 2016
Date

APPLICANT'S SIGNATURE:

The undersigned is familiar with all of the information provided in this application and is aware that any permit obtained through deception, or inaccurate or misleading information, is subject to revocation. The applicant further understands that any violation of any provision of a permit may result in orders to cease and desist from any and all work at the site. If an agent's name has been specified as the primary contact person on the front of this application, the applicant authorized that agent to act on his/her behalf before the Canton Inland Wetlands and Watercourses Agency in matters regarding this application.

David Mott
Signature

Feb 12, 2016
Date

REQUEST FOR WAIVERS
(Per IWWA Regulations effective 09/01/11)

In accordance with Section 7.11 of the Canton Inland Wetlands and Watercourses Agency Regulations, a request is made that the following application requirements be waived (check those section numbers requested for waiver):

Section 7.4d (The geographical location and description of the land in sufficient detail to allow identification of the properties, the wetlands, the watercourses, the area to be disturbed – waiving only identification of soil types and wetland vegetation)

Section 7.4e (3) (The purpose and description of the activity, proposed E&S controls management practices, mitigation measures – waiving only identification of measures to restore, enhance and create productive wetland or watercourse resources)

Section 7.4 g (Site plan on a scale of at least 1" = 40' showing proposed activity, existing and proposed conditions relating to wetlands and watercourses, associated or inevitable activity that may impact wetlands or watercourse)

Section 7.4 h (Names and addresses of land owners within 100 feet of property boundary) N/A if significant impact activity determined or public hearing called.

Section 7.4m (Any other information the Agency deems necessary)

Section 7.5 f (Analysis of chemical or physical characteristics of any fill material)

The undersigned, as owner or duly authorized applicant, has reviewed the above information provided to the Canton Inland Wetlands and Watercourses Agency and certifies it is true and correct to the best of his/her knowledge and belief.

David Mott
Signature

Feb 12, 2016
Date

JACQUE L. MOTT
DAVID B. MOTT
18 JUNIPER LANE
WEST HARTFORD, CT 06117

6053
51-7219/211
48

Feb 2, 16
Date

Pay to the Order of Town of Canton \$ 160
one hundred sixty 00/100 Dollars

Security
Deposit on
Back

Peoples United
Bank

peoples.com

INWA

[Signature]

For ~~David B. Mott~~

⑆ 221172186⑆ 0480340143⑆ 6053

MP

VEILLETTE STEPHEN F &
6 MOHAWK DR
CANTON, CT 06019

DAVIS BETH C
4 MOHAWK DRIVE
CANTON, CT 06019

VAN DINE GAIL L
596 ALBANY TPKE
CANTON, CT 06019

MOTT DAVID &
18 JUNIPER ROAD
WEST HARTFORD, CT 06117

SMITH LYNNE R
P O BOX 685
CANTON, CT 06019



Farmington Valley Health District

95 River Road, Suite C • Canton, CT 06019 • Phone (860) 352-2333 • Fax (860) 352-2542

Avon • Barkhamsted • Canton • Colebrook • East Granby • Farmington • Granby • Hartland • New Hartford • Simsbury

FOR ENGINEERED PLANS

David & Jacque Mott

01/29/2016

NAME OF OWNER

DATE

18 Juniper Lane , West Hartford, CT 06117

MAILING ADDRESS OF OWNER

Plans for property located at 594 Albany Turnpike

Canton

STREET

TOWN

were submitted by J. Green, PE

and reviewed by

staff members of the Farmington Valley Health District.

The Plan Dated: 12/18/2015

Revision Date: 01/22/2016

is hereby APPROVED subject to conditions noted below and contained in the attached Plan Review.

NOTES:

- 1) A LICENSED SEPTIC INSTALLER MUST OBTAIN A "PERMIT TO CONSTRUCT" FROM THIS OFFICE BEFORE BEGINNING THE SEPTIC SYSTEM INSTALLATION.
- 2) A FOUNDATION "AS-BUILT" MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF A SEPTIC PERMIT WHEN REQUIRED.

Reviewed by:

Signature

Dianne Harding

Name

Chief Sanitarian

Title

Date review sent: 1-29-16

NOTE: Approvals are NOT TRANSFERRABLE and are valid for 1 year.



Farmington Valley Health District

95 River Road, Suite C • Canton, CT 06019 • Phone (860) 352-2333 • Fax (860) 352-2542

Avon • Barkhamsted • Canton • Colebrook • East Granby • Farmington • Granby • Hartland • New Hartford • Simsbury

REVIEW OF PLANS FOR A SEWAGE DISPOSAL SYSTEM AT:

594 Albany Turnpike, Canton

TO David & Jacque Mott

FROM Dianne Harding

DATE PLAN RECEIVED 01/28/2016

ENGINEER J. Green, PE

DATE PLAN REVIEWED 01/29/2016

PLAN DATED 12/18/2015

REVISION DATE 01/22/2016

DESIGN SPECIFICATIONS

No. of Bedrooms 3

Area of Special Concern? No

No. of employees/gallons per day n/a

Septic tank capacity 1250 gallons.

Bedrock Depth no

Design Percolation Rate 1-10 min/inch.

Fill Required? No

Type of leaching system Geomatrix GST 6236

Groundwater at no

Size of leaching system 498 sq ft.

Curtain Drain? No

MLSS Required n/a ft.

MLSS Provided _____ ft.

Other _____

NOTE: An electrical permit is required for pump systems.

ACTION TAKEN

Approval Granted

Approval Granted with Conditions (see below)

COMMENTS FOR CONSTRUCTION

1. Septic system must be staked out by a L.S.
2. Place risers on septic tank inlet & outlet openings to within 12" of grade.

COPIES: (X) ENGINEER (X) OWNER () BUILDER (X) INSTALLER (X) BLDG. INSP.



Steven Bristol

Arborist Lic. No. 62677

P. O. Box 77 - Canton Center, CT 06020
860 - 693 - 0143 steve@bristol-tree.com

Customer: David & Jacque Mott
18 Juniper Lane
West Hartford, CT. 06117

Job Location: 594 Albany Tpke Canton
Home: 860-232-7157 Cell: 860-798-5242
E-mail: jacquedave@comcast.net

Job # 16-003

Cost

Description of Work

Estimate for tree work:	
Inspect the trees that are on the property and advise if any works needs to be done to promote their future health.	
A. The 3 large oak trees that are located along the top of the bank and are tagged with pink ribbons are going to suffer major root damage form the excavation for the foundation and this is also going to affect their ability to keep from tipping over and uprooting in a storm when the conditions are windy with wet ground. These should be removed prior to digging for the foundation.	
B. The hemlock trees that are located in the same area are infested with the wooly adelgid insect and are going to be a continuing problem so should be removed. This insect causes the tree to loose it's needles and the tree will decline and within several seasons will ultimately die.	
C. The leaning maple tree that is located along the river bank is uprooted and is being held up by the birch tree and should be removed.	
D. The remaining trees that are on the property appear to be in good health, some need pruning to remove old broken hanging branches and unwanted sucker growth, I would recommend grinding out the stumps where the trees are being removed andreplant with low growing bushes to help stabilize the bank against any erosion.	

Subtotal: _____
6.35% Sales Tax: _____
Total: _____

Payment is due upon completion of work

Notes: _____

Septic Info: To be located on the property before any work is to be performed.

(1) Removal Specifications		(2) Stump Removal		(3) Pruning Specifications	
<input checked="" type="checkbox"/>	Cut low with saw.	<input type="checkbox"/>	Grind stump 4"-24" below grade.	<input type="checkbox"/>	Thin.
<input checked="" type="checkbox"/>	Haul away all brush and chips.	<input type="checkbox"/>	Grind surface roots.	<input type="checkbox"/>	Deadwood prune.
<input type="checkbox"/>	Cut all wood 16"-18" leave near work area.	<input type="checkbox"/>	Grind area to distance of _____ from edge of stump.	<input type="checkbox"/>	Repair storm damage.
<input type="checkbox"/>	Haul away all wood over _____ diameter.	<input type="checkbox"/>	Clean up stump grinding debris.	<input type="checkbox"/>	Elevate/raise up.
<input checked="" type="checkbox"/>	Haul away all wood.	<input type="checkbox"/>	Replace hole with fresh topsoil.	<input type="checkbox"/>	Clear wires.
<input type="checkbox"/>	Leave all wood in large sections.			<input type="checkbox"/>	Clear building.
<input checked="" type="checkbox"/>	Rake area clean.			<input type="checkbox"/>	Reduce height.

<input checked="" type="checkbox"/>	Crane	<input checked="" type="checkbox"/>	Aerial Bucket	<input checked="" type="checkbox"/>	Chipper/Truck	<input checked="" type="checkbox"/>	Bobcat/Truck	<input checked="" type="checkbox"/>	Large Stumper	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Topsoil	<input checked="" type="checkbox"/>	Plywood	<input checked="" type="checkbox"/>	Min. Manpower	<input type="checkbox"/>	Max. Manpower	<input type="checkbox"/>	Small Stumper	<input type="checkbox"/>
	Date Received		Date Estimated		Date Called		Date Confirmed		Date Scheduled	
			2/3/2016							

A 50% Deposit is required at acceptance of this Proposal and balance is due upon Completion.

Please sign and return!! Accepted: _____ Date: _____

TREE CARE...OR TREE REMOVAL
THE CHOICE IS YOURS

"WE GUARANTEE OUR WORK TO YOUR SATISFACTION"

MDC







LEGEND

X 000.0	EXISTING SPOT ELEVATION
--- 000	EXISTING INDEX CONTOUR
- - - 000	EXISTING MINOR CONTOUR
--- 000	PROPOSED INDEX CONTOUR
- - - 000	PROPOSED MINOR CONTOUR
=====	SEDIMENTATION CONTROL FENCE
~ ~ ~ ~ ~	TREE LINE/CLEARING LIMITS
○	DEEP HOLE TEST
○	PERCOLATION HOLE TEST
-----	100' UPLAND REVIEW AREA
-----	BUILDING RESTRICTION LINE
-----	EASEMENT LINE
-----	EDGE OF WATER
-----	STOCKADE FENCE
○	PROPERTY CORNER FOUND
○	MDC MANHOLE
W	WATER MAIN (48"-TYPE UNKNOWN)
WC	WATER CONNECTION (1" COPPER)
FD	FOUNDATION DRAIN (4" PVC)
ETCS	ELECTRIC, TELEPHONE AND CABLE SERVICE

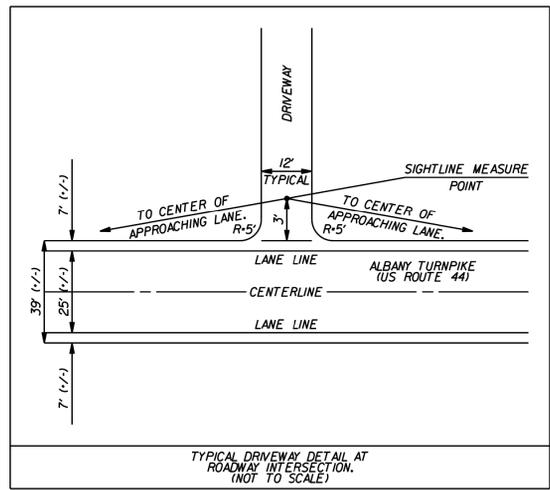
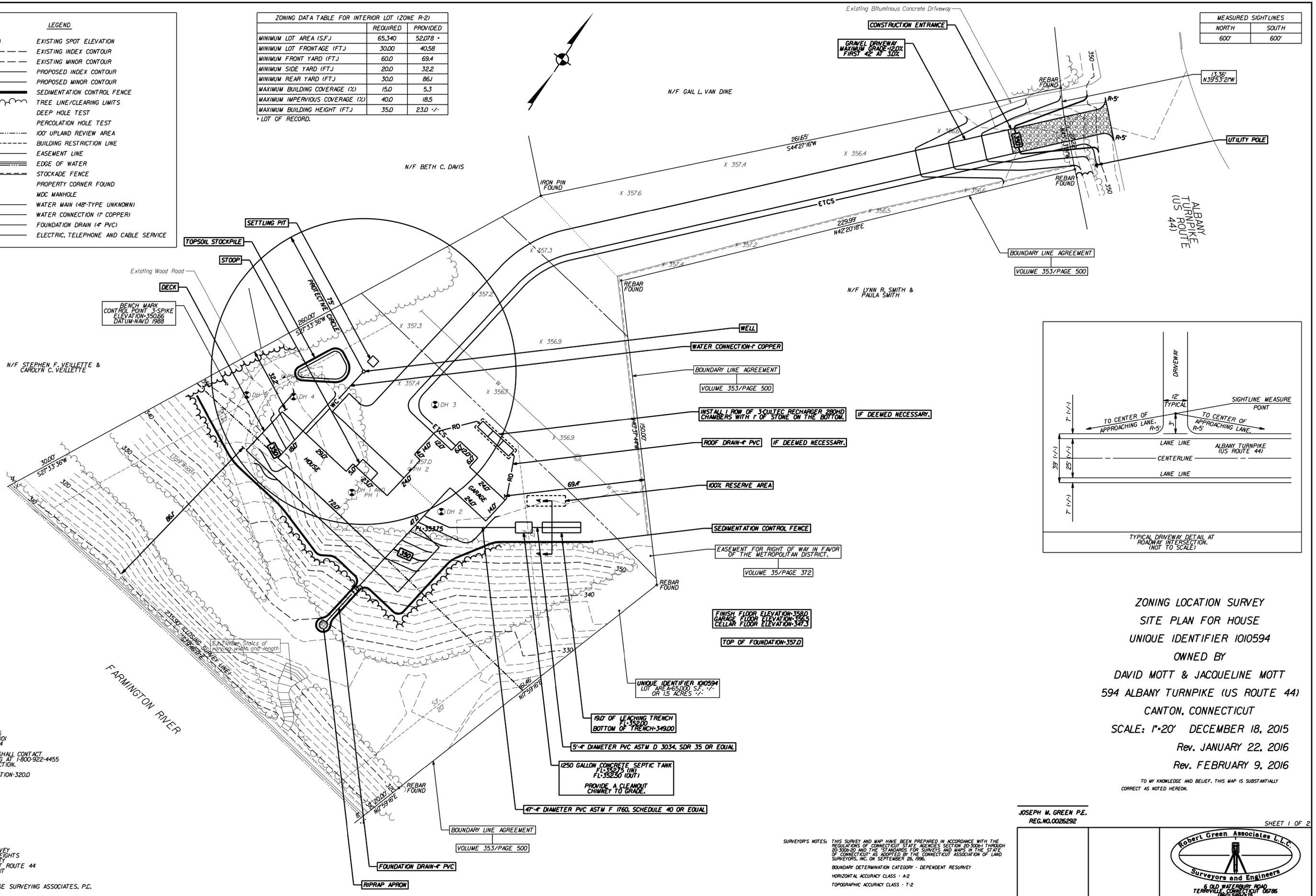
ZONING DATA TABLE FOR INTERIOR LOT (ZONE R-2)

	REQUIRED	PROVIDED
MINIMUM LOT AREA (S.F.)	65,340	52,078 *
MINIMUM LOT FRONTAGE (FT.)	30.00	40.58
MINIMUM FRONT YARD (FT.)	60.0	69.4
MINIMUM SIDE YARD (FT.)	20.0	32.2
MINIMUM REAR YARD (FT.)	30.0	86J
MAXIMUM BUILDING COVERAGE (%)	15.0	5.3
MAXIMUM IMPERVIOUS COVERAGE (%)	40.0	18.5
MAXIMUM BUILDING HEIGHT (FT.)	35.0	23.0 +/-

* LOT OF RECORD.

MEASURED SIGHTLINES

NORTH	SOUTH
600'	600'



ZONING LOCATION SURVEY
 SITE PLAN FOR HOUSE
 UNIQUE IDENTIFIER 1010594
 OWNED BY
 DAVID MOTT & JACQUELINE MOTT
 594 ALBANY TURNPIKE (US ROUTE 44)
 CANTON, CONNECTICUT
 SCALE: 1"=20' DECEMBER 18, 2015
 Rev. JANUARY 22, 2016
 Rev. FEBRUARY 9, 2016

NOTES:
 ZONE R-2
 ASSESSORS MAP 25
 ASSESSORS BLOCK 101
 ASSESSORS LOT 594
 THE CONTRACTOR SHALL CONTACT
 CALL BEFORE YOU DIG AT 1-800-922-4455
 PRIOR TO CONSTRUCTION.
 BASE FLOOD ELEVATION 320.0

MAP REFERENCE:
 DEPENDENT RESURVEY
 OF LOT 5 CASEY HEIGHTS
 PATRICK J. FLAHERTY
 ALBANY TURNPIKE CT ROUTE 44
 CANTON, CONNECTICUT
 APRIL 2005
 SCALE: 1"=40'
 PREPARED BY HODGE SURVEYING ASSOCIATES, P.C.

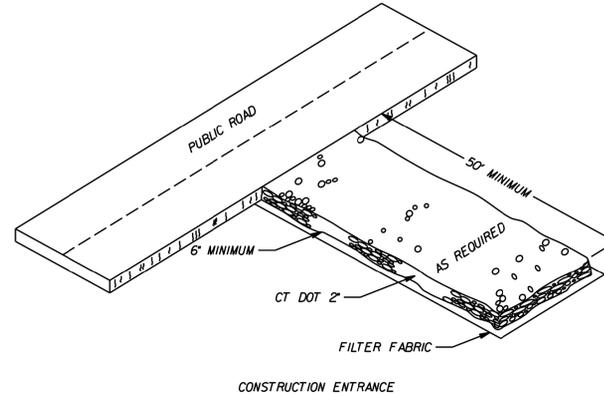
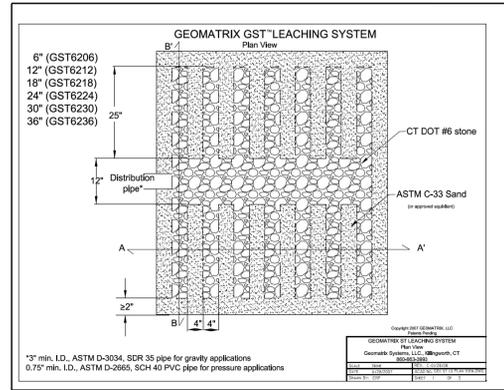
SURVEYOR'S NOTES: THIS SURVEY AND MAP HAVE BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTION 20-300b THROUGH 20-300d-20 AND THE STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 26, 1996.
 BOUNDARY DETERMINATION CATEGORY - DEPENDENT RESURVEY
 HORIZONTAL ACCURACY CLASS - A-2
 TOPOGRAPHIC ACCURACY CLASS - T-2

JOSEPH M. GREEN P.E.
 REG. NO. 0026292



SEPTIC NOTES

1. MINIMUM SEPARATION FROM WELL TO SEPTIC SYSTEM - 75'.
2. ALL MATERIAL NOT REQUIRED FOR GRADING WILL BE REMOVED.
3. THE CONSTRUCTION ENTRANCE PAD SHALL BE CONSTRUCTED AT THE DRIVEWAY LOCATION, NO OTHER AREA WILL BE ACCEPTABLE.
4. THE PROPOSED SEPTIC SYSTEM IS IN THE SAME GENERAL AREA OF THE TEST HOLES OBSERVED.
5. THERE ARE NO EXISTING WELLS WITHIN 75' OF THE PROPOSED SEPTIC SYSTEM.
6. THERE ARE NO APPARENT SOURCES OF POLLUTION WITHIN 75' OF THE PROPOSED WELL ON ADJACENT LOTS.
7. CONTOURS IN THE AREA OF THE PROPOSED ACTIVITY WERE FIELD SURVEYED.
8. PROVIDE A CLEANOUT CHIMNEY FOR SEPTIC TANK TO APPROXIMATELY 12" BELOW GRADE.
9. THERE ARE NO HOUSES OR STRUCTURES WITHIN 15' OF THE PROPERTY.
10. ALL SEPTIC FILL MATERIAL USED SHALL BE CLEAN COARSE GRAVEL WITH LESS THAN 5% PASSING THE #200 SIEVE.
11. SYSTEM IS TO BE STAKED BY SURVEYOR OR ENGINEER BEFORE INSTALLATION.
12. INSTALL ONE ROW OF 190 FT OF 36" HIGH BY 62" WIDE GST 6236. SYSTEM TO BE INSTALLED LEVEL AT THE GRADES SHOWN. 190 FT OF 36" HIGH BY 62" WIDE GST 6236 AT 26.2 SF/FT = 497.8 SF.



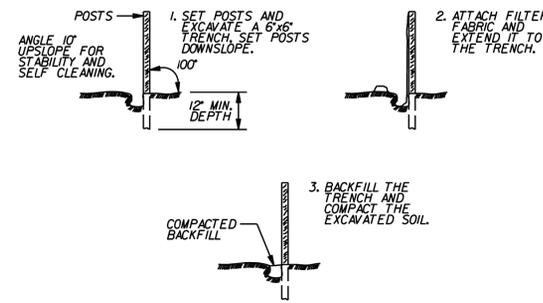
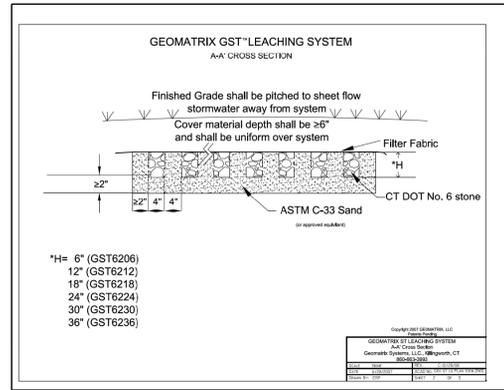
DEEP HOLE DATA (3-18-08 AND 10-30-15)

DEEP HOLE 1	DEEP HOLE 2	DEEP HOLE 3
0-5"	0-10"	0-12"
BROWN SANDY LOAM	LIGHT BROWN LOAM	BROWN SANDY LOAM
5-10"	10-21"	12-25"
YELLOW/BROWN SANDY LOAM	YELLOW/BROWN SANDY LOAM	YELLOW/BROWN SANDY LOAM
10-86"	21-87"	25-85"
GRAVEL	GRAVEL	GRAVEL
NO MOTTLING	NO MOTTLING	NO MOTTLING
NO WATER	NO WATER	NO WATER
NO LEDGE	NO LEDGE	NO LEDGE
ROOTS TO 44"	ROOTS TO 82"	ROOTS TO 42"

DEEP HOLE 4	DEEP HOLE 5
0-5"	0-5"
TOPSOIL	TOPSOIL
5-32"	5-25"
BROWN COARSE SANDY LOAM	BROWN COARSE GRAVEL
32-90"	25-90"
LIGHT BROWN COARSE GRAVEL	LIGHT BROWN COARSE GRAVEL
NO MOTTLING	NO MOTTLING
NO WATER	NO WATER
NO LEDGE	NO LEDGE
ROOTS-N/A	ROOTS-N/A

RECOMMENDED CONSTRUCTION SEQUENCE FOR SEPTIC SYSTEM

1. REMOVE TREES, BRUSH, ROOTMAT AND TOPSOIL FROM AREA OF SYSTEM, BEING CAREFUL NOT TO COMPACT UNDERLYING SOIL.
2. SCARIFY SOIL IN SEPTIC AREA, CONTACT THE SANITARIAN FOR AN INSPECTION AND UPON APPROVAL, PLACE FILL AT 6" - 8" LIFTS TO GRADE.
3. INSTALL SEPTIC SYSTEM AND HAVE INSPECTED BY HEALTH DISTRICT PRIOR TO COVERING TRENCHES.
4. COVER WITH TOPSOIL, MULCH AND SEED.



PLACEMENT AND CONSTRUCTION OF A SYNTHETIC FILTER BARRIER

PERCOLATION HOLE DATA (3-17-08, 5-19-14 AND 10-30-15)

DEPTH-36"	DEPTH-22"	DEPTH-38"
PERCOLATION HOLE 1	PERCOLATION HOLE 2	PERCOLATION HOLE 3
PERCOLATION RATE-	12.22	9.05
0-100 MINUTES/INCH	4 1/2"	6 1/4"
	12.32	9.10
	16"	9"
	12.38	9.15
	19"	10 3/8"
	12.48	9.20
	DRY	12"
		9.25
		13"
	PERCOLATION RATE-	9.30
	0-100 MINUTES/INCH	DRY
		PERCOLATION RATE-
		0-100 MINUTES/INCH

CONSTRUCTION SEQUENCE

1. INSTALL SEDIMENTATION CONTROL SYSTEMS.
2. CUT AND REMOVE ALL TREES AND STUMPS IN AFFECTED AREA.
3. INSTALL STONE CONSTRUCTION ENTRANCE PAD.
4. STOCKPILE TOPSOIL - IF TOPSOIL TO REMAIN GREATER THAN 30 DAYS, IT SHALL BE SEEDED.
5. EXCAVATE FOR HOUSE CONSTRUCTION.
6. POUR CONCRETE.
7. BACKFILL AND ROUGH GRADE.
8. HOUSE CONSTRUCTION ABOVE GRADE.
9. INSTALL SEPTIC SYSTEM, DRILL WELL.
10. FINAL GRADING, TOPSOIL AND SEED, DRIVEWAY CONSTRUCTION.
11. CLEAN-UP AND LANDSCAPING.

FILL SPECIFICATION GUIDELINES

THE FILL SHALL NOT CONTAIN ANY MATERIAL LARGER THAN THREE INCHES.
 UP TO 45% OF THE DRY WEIGHT OF THE REPRESENTATIVE SAMPLE MAY BE RETAINED ON THE #4 SIEVE. (THIS IS THE GRAVEL PORTION OF THE SAMPLE.)
 THE MATERIAL THAT PASSES THE #4 SIEVE IS THEN REWEIGHED AND THE SIEVE ANALYSIS STARTED.
 THE REMAINING SAMPLE SHALL MEET THE FOLLOWING GRADATION CRITERIA:

SIEVE	WET SIEVE	DRY SIEVE
No. 4	100	100
No. 10	70-100	70-100
No. 40	10-50	10-75
No. 100	0-20	0-5
No. 200	0-5	0-2.5

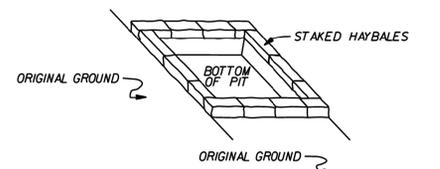
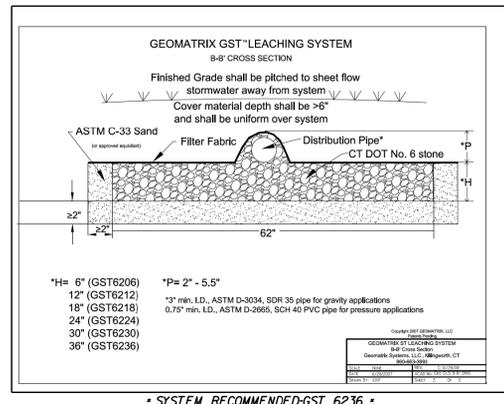
* PERCENT PASSING THE No. 40 SIEVE CAN BE INCREASED TO NO GREATER THAN 75% IF THE PERCENT PASSING THE No. 100 SIEVE DOES NOT EXCEED 10% AND THE No. 200 SIEVE DOES NOT EXCEED 5%.

MLSS DETERMINATION

HYDRAULIC GRADIENT • > 15.0%
 RESTRICTIVE LAYER • > 60'
 HF • MLSS NEED NOT BE CONSIDERED
 FF • 15
 PF • 12
 MLSS • HF x FF x PF
 MLSS PROVIDED • MLSS NEED NOT BE CONSIDERED

DESIGN DATA

NUMBER OF BEDROOMS • 3
 SEPTIC TANK • 1250 GALLON (GARBAGE GRINDER)
 LEACHING REQUIRED • 495.0 SF
 LEACHING PROVIDED • 497.8 SF
 FINISH FLOOR • 358.0
 GARAGE FLOOR • 356.5
 CELLAR FLOOR • 347.3

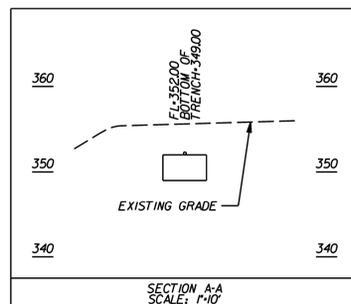


VOLUME BASED ON SINGLE FLUSHING OF ENTIRE WELL CAVITY AT 300'. IF SETTLING PIT BECOMES FILLED WITH SLUDGE DRILLING OPERATION SHALL CEASE AND PIT WILL BE CLEANED OR EXPANDED. AT NO TIME WILL WATER OR SLUDGE EXCEED A DEPTH OF 1/2'.

SETTLING PIT

ASTM C-33 SAND SPECIFICATIONS

SIEVE	PERCENT PASSING
3/8"	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	5-30
No. 100	0-10
No. 200	0-5



DEEP HOLES 1, 2, AND 3 AND PERCOLATION HOLE 1 WERE PERFORMED BY SHANNON ENGINEERING ASSOCIATES, INC.

JOSEPH M. GREEN P.E.
 REG. NO. 0026292

SHEET 2 OF 2



MISCELLANEOUS NOTES & DETAILS
 FOR
 SITE PLAN FOR HOUSE
 UNIQUE IDENTIFIER 1010594
 OWNED BY
 DAVID MOTT & JACQUELINE MOTT
 594 ALBANY TURNPIKE (US ROUTE 44)
 CANTON, CONNECTICUT
 SCALES: AS NOTED DECEMBER 18, 2015
 Rev. JANUARY 22, 2016
 Rev. FEBRUARY 9, 2016

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.



DRAFT MINUTES

Regular Meeting

Canton Inland Wetlands and Watercourses Agency

January 14, 2016 at 7:00 p.m.

Community Center, Room F

CALL TO ORDER – The regular meeting of January 14, 2016 was called to order at 7:05 p.m.

PRESENT – David Sinish, Al Bombassei, Robert Bahre and David Shepard arrived at 7:45 p.m.

ABSENT – Richard Van de Bogart

ALSO PRESENT – Assistant Town Planner Emily Anyzeski and Recording Secretary Loren Kiefer

PUBLIC COMMENT NOT RELATED TO AGENDA ITEM – None

MOTION: D. Sinish made a motion to amend the agenda to consider new business item number 1 before old business item number 1. R. Bahre seconded the motion, which passed unanimously 3-0-0.

NEW BUSINESS

1. File 12-15-1132; 133 East Mountain Road; Assessor's Map 23; Parcel 2490133; Zone R-3; Request for perimeter pond maintenance for removal of existing cattails; Northeast Diving Services, applicant; Robert and Kathleen Hollis, owners – Mr. & Mrs. Hollis were present along with a representative from Northeast Diving. This is the first occurrence in over 50 years for the property to be dredged. Northeast Diving stated that actual dredging should not be needed, and that the project is actually pond maintenance to extract up to 15-foot deep invasive species by using amphibious excavator or a modified excavator using DEEP approved, and environmentally friendly fluids. Tarps will be laid down to contain and dry out the cattails, roots and phragmites pulled out of the pond. There will be up to 300 yards of wet material pulled out. There are arrangements for a local organic farm to retrieve the removed sediment. Northeast Diving said there is easy access around the perimeter of the pond. The primary work zone will be at the southern end of the pond. The root system must be taken out. There will be exposure to the dam; therefore, the property will be accessible for possible State of CT access and inspection. There is a 100 foot edge; the materials will be placed on the downhill of the property in order to avoid re-rooting back into the property. There will be a silt fence put into place, with a solid turbidity curtain around the outward structure with a floating boom surrounding it. No material will be taken off-site by Northeast Diving. Once the extracted materials dry out, it will be 20 to 40 inches thick. Recent testing of the soil and muck tested clean and positive, with no leaching from a septic. The proposed end-date of this project will be by February-end, 2016. During the spring in April of 2016, there will be a return with divers to follow up with a potato rake to extract any further growth.

MOTION: D. Sinish moved to approve File 12-15-1132; 133 East Mountain Road; Assessor's Map 23; Parcel 2490133; Zone R-3; Request for perimeter pond maintenance for removal of existing cattails; Northeast Diving Services, applicant; Robert and Kathleen Hollis, owner, with the following conditions:

- a. Additional silt fence installed downstream of the dam;
- b. Turbidity curtain placed around the outlet structure; and
- c. All fueling will be done in a separate location.

A. Bombassei seconded the motion, which passed unanimously 3-0-0.

57 **OLD BUSINESS**

58
59 **1. File 11-15-1131; 110 Albany Turnpike; Assessor’s Map 36; Parcel 1010110; Zone B;**
60 **Construction of a new gravity retaining wall; W/S Peak Canton Properties, LLC c/o Denise**
61 **Robidoux, applicants; W/S Peak Canton Properties, LLC c/o WS Asset Management, Inc.,**
62 **owners** – Ms. Robidoux and Mr. Emile Pierides of BL Companies confirmed a site-walk had taken
63 place on January 5, 2016, with Mr. Shepard and Mr. Bahre; a quorum was not present for the site-
64 walk. Mr. Pierides stated that there will be a plan to have a drain at both the top and the bottom of the
65 wall. The top drain does not currently show on the plan. A splash pad will be placed at the bottom to
66 avoid any possible erosion. There will be 6 to 8 inches of crushed stone in between the walls. A crane
67 will be placed and stay at the base of the work zone, and used to move materials in and out of the
68 work zone. The materials will be stock-piled at the back of the parking lot. At this time, there is only
69 the one wall that needs to be remedied. The other existing walls on the property may need periodic
70 caps replaced, but not a new wall. The work will be completed within a two-year term, with actual
71 construction not starting until September of 2016.

72
73 **MOTION:** D. Sinish moved to approve File 11-15-1131; 110 Albany Turnpike; Assessor’s Map 36;
74 Parcel 1010110; Zone B; Construction of a new gravity retaining wall; W/S Peak Canton Properties,
75 LLC c/o Denise Robidoux, applicants; W/S Peak Canton Properties, LLC c/o WS Asset Management,
76 Inc., owners, with the following conditions:

- 77
78 a. Granting of waiver 7.4D;
79 b. Splash pads at both outlet pipes;
80 c. Add a curtain drain to the plan, to be located on the patio surface (as a buried pipe with stone on
81 top);
82 d. Add absorbent pads when the excavator needs to be re-fueled;
83 e. Add a construction note for the excavator to go up and down only once, except for repairs; and
84 f. All materials need to be on-site before work starts.

85
86 D. Shepard seconded the motion, which passed unanimously 4-0-0.

87
88 **OTHER BUSINESS**

89
90 **MOTION:** D. Shepard made a motion to amend the agenda to review other business item number 4,
91 Shallot Meadow Subdivision, to be considered as item number 1. Mr. Bombassei seconded the motion,
92 which passed unanimously 4-0-0.

93
94 **1. Any Other Recent Enforcement Issues**

- 95
96 a. **Shallot Meadow Subdivision** – Ms. Anyzeski outlined a complaint made about the subdivision’s
97 development of dirty water spreading from Lot #7 which is currently under construction. There are
98 3 or 4 layers of erosion under Lot #7. There is currently no runoff into the road. A silt fence needs
99 to be reinforced with hay bales for erosion control. The pond is being leached into since the
100 plunge pool is not catching the sediment. Mr. French was present who stated that the issue is the
101 dirty water which is spreading, and encroaching on Bill Olsen’s property despite the trench that
102 was constructed to prevent this. Lot #7 is the very steepest lot on the subdivision and it is the last
103 lot being developed. Once completed this April with landscaping, there will no longer be an issue
104 with runoff of muddy water on this 30-foot steep lot. Mr. French further stated that Bill Olsen has
105 had a culvert on his property; however, the culvert had never been installed by Mr. Olsen. The
106 culvert may have prevented the spreading of dirty water. D. Shepard stated that there is no
107 current evidence of a systemic problem. The silt fence should be tightened up and bring in
108 additional hay bales. E&S should be reinforced to ensure the current system remains intact to
109 avoid any further issues.

- 112 b. **Mills Pond Damming Activity** – Ms. Anyzeski mentioned that a complaint had been made on
113 January 7, 2016. A beaver dam may be broken up in pieces, a portion at a time since beavers
114 inhabit the dam. Town property and residential property will be disrupted with possible flooding.
115 D. Shepard stated that the activity at the location needs guidelines and proper notice provided to
116 perimeter properties. It was noted that Mr. Bob Martin had sought prior guidance from the DEEP;
117 however, an application should be made by Bob Martin before any further activity takes place.
118

119 **2. Approval of Minutes of December 10, 2015**

120
121 **MOTION:** D. Shepard approved December 10, 2015 as amended. Mr. Bahre seconded the motion,
122 which passed unanimously 4-0-0.
123

124 **3. Applications Received After Agenda Posted** – None

125
126 **4. Authorized Agent** –

- 127
128 a. **File 01-16-1133AA; 88 Simonds Avenue; Assessor's Map 30; Parcel 4820088; Zone R1;**
129 **Removal of trees within the Upland Review Area, northeast of the gravel parking lot; Town**
130 **of Canton, applicant/owner** – There were six large pines that were located at the northern part
131 of the lot, they were not in good health and have been removed. There are pending
132 improvements to the parking surface including arranging the parking farther away from the
133 wetlands side.
134

135 **5. Freedom of Information (FOI) Class; February 3, 2016 at 7:00 p.m.** – Ms. Anyzeski mentioned a
136 reminder to all who are interested, to attend the meeting to be held in Room F of the Canton
137 Community Center, and not at the Town Hall as previously noted.
138

139 **6. Plan of Conservation and Development (POCD) Review** – Committee packets contain items for
140 review.
141

142 **7. Staff Report** –

- 143
144 a. Authorized Agent Status – Ms. Anyzeski confirmed that she has completed the DEEP training
145 and is now qualified to be an Authorized Agent.
146 b. Abutters notice – The Town of Simsbury sent an abutters notice regarding 63 Woodchuck Hill
147 Road. The applicant at this address is requesting approval for the repairs and improvements for
148 an existing drainage system. Ms. Anyzeski announced that February 2, 2016, is the date of the
149 upcoming meeting with the Conservation Commission. Ms. Anyzeski ensured that notices will be
150 sent to abutting landowners.
151 c. Ms. Anyzeski seeks recommendations on how to proceed at 115 Wright Road regarding
152 replacement of a collapsed pipe. The question was proposed as to whether or not to submit this
153 as an Authorized Agent application for maintenance. D. Shepard stated that the pipe and water
154 flow is not intermittent and this item requires an application.
155

156 **ADJOURNMENT** – **MOTION:** D. Shepard moved to adjourn the meeting at 10:08 p.m. D. Bahre
157 seconded the motion, which passed unanimously 4-0-0.
158

159 Respectfully Submitted,
160 Loren Kiefer, Recording Secretary
161



DRAFT MINUTES

Regular Meeting

Canton Inland Wetlands and Watercourses Agency

February 11, 2016 at 7:00 p.m.

Library/Community Center, Room F

CALL TO ORDER – The regular meeting of February 11, 2016 was called to order at 7:15 p.m.

PRESENT – David Shepard, David Sinish, Al Bombassei, Robert Bahre and Richard Vandebogart

ABSENT – None

ALSO PRESENT – Assistant Town Planner Emily Anyzeski and Recording Secretary Loren Kiefer

PUBLIC COMMENT NOT RELATED TO AGENDA ITEM – None

OLD BUSINESS

1. **Discussion of Shallot Meadow Subdivision and 188 Bahre Corner Road** – Ms. Anyzeski has visited the site and stated that there has been improvement with the erosion control. A second complaint has been made, whereby this subject has been revised in order to include 188 Bahre Corner Road. In attendance representing Jouvin Home Builders, was attorney Robert Reeve who spoke on behalf of Mr. Jouvin. Attorney Reeve stated that there is an unrestricted right to drain. Mr. Reeve further stated that Mr. George Wallace of the DPW also viewed the area after the initial complaint, and during a recent substantial rain event he had concluded that there is no obstruction and that the storm water system is functioning as it should. David Whitney, site engineer, spoke on the current storm drain and the design of Shallot Meadow Rd. Mr. Whitney described the source of water drainage as being from area acreage. There is a 32-inch drainage twin pipes used which pick up 65 acres of drainage. There is also a detention basin which is located on the eastern side along with 3 watersheds. The development's southwestern area has a sediment forebay to allow sediment to settle and stop an overflow. Mr. Whitney expressed that the storm water system is functioning properly. The old farm road does not have a culvert, and perhaps should, which would have prevented the water overflow. The basin had been built as according to plan.

MOTION: Mr. Shepard made a motion that there is no action needed at this time, since all evidence has been presented and determined that the drainage system is functioning as it should. Mr. Sinish seconded the motion, which passed unanimously 4-0-0; Mr. Bahre opted for recusal.

MOTION: Mr. Shepard made a motion to move the second complaint to item number 1 under new business – 188 Bahre Corner Road. Mr. Sinish seconded the motion, which passed unanimously 4-0-0; Mr. Bahre opted for recusal.

NEW BUSINESS

1. **Shallot Meadow Subdivision and 188 Bahre Corner Road** – Overflow of water drainage onto abutting property. Attorney David Markowitz was present to discuss the second complaint placed by Mr. Olsen. Attorney Markowitz addressed the unrestricted right to drain. The Shallot Meadow Subdivision has an easement on it extended from 188 Bahre Corner Road. Due to a change in ownership of the subdivision, there was no completion of an original motion with the IWWA, but it may have been handled with a separate town commission. The amount of water drainage has changed since pre-development. There is a rock wetland which receives the majority of the overflow, but it

56 cannot sustain the post-development flow of water. Attorney Markowitz stated that a resolution would
57 be likely if a culvert were to be installed under the old farm road.

58
59 **MOTION:** Mr. Shepard moved to continue the discussion with the following conditions:

- 60
61 a. Committee site walk scheduled for 8:00am, Tuesday, March 1, 2016, at the 2nd culvert, Shallot
62 Meadows.

63
64 Mr. Bombassei seconded the motion, which passed unanimously 4-0-0; Mr. Bahre opted for recusal.

65
66 D. Shepard requested a committee break from the meeting at 9:08 p.m., which reconvened at 9:13 p.m.

- 67
68 2. **Pre-Application Review; 50 Old River Road; Assessor's Map 34; Parcel 4060050; Zone MCPF; discussion of redevelopment concepts for the Town Garage; Town of Canton, applicant/owner**
69 – Bob Martin, DPW, made a presentation of the proposed multi-uses of this site, dating from the 2012
70 proposed use of the site, the current use of the site, and the proposed future use of the site. A
71 proposed use of the site could increase the river access, enhance the picnic area, enhance the ball
72 field, and propose a new access road. George Wallace, DPW, spoke on behalf of the regulations
73 involved including the current DPW facility structure needing a full renovation including adding a new
74 boiler, roofing and other possible improvements. The DEEP was consulted and suggested that if a
75 salt shed were added as a 25-square foot building, the flood level should be elevated up to 299 feet.
76 The river walk pathway could be altered. The old horse barn would remain in place, and used to add
77 proposed bathrooms and storage. The site drainage would be controlled by creating a divide to avoid
78 drainage into the river. There will be an oil and water separator system in place with a grease trap
79 and water pollution control. If needed, the parking lot could be arranged to drain into the ball field. The
80 roadway surface will be primarily gravel.

- 81
82
83 3. **File 02-16-1134; 10 East Hill Road; Assessor's Map 30; Parcel 2430010; Zone MCPF; request to perform periodic maintenance to beaver dams to prevent flooding; Town of Canton, applicant/owner**
84 – Bob Martin, DPW, spoke on behalf of the beaver dams creating various levels of
85 rising water. Continued periodic maintenance is an option to keep the dams at bay, or, removal of a
86 dam when a culvert is blocked and a situation arises that hinders a property or creates a water
87 overflow onto a road. Some areas of concern include Atwater Street, 21 Dowd, Mills Pond, and High
88 Valley which may need removal of the dams in the near future. Mr. Martin requests the flexibility to
89 act on a necessary dam removal, along with a report of proposed activity to the IWWA, in order to
90 drain the area to a safe, non-damaging water level. Mr. Martin requests a possible chainsaw, if
91 needed on rare occasion.

92
93
94 **MOTION:** Mr. Shepard moved to approve File 02-16-1134; 10 East Hill Road; Assessor's Map 30;
95 Parcel 2430010; Zone MCPF; request to perform periodic maintenance to beaver dams to prevent
96 flooding; Town of Canton, applicant/owner, with the following conditions:

- 97
98 a. Town of Canton can use manpower only, including picks and chainsaws but no heavy equipment,
99 anywhere in town where the beaver dams are a threat to town property or private infrastructure
100 b. Lower water levels to a safe, non-damaging level
101 c. DPW will notify the authorized agent or IWWA chair, within 48 hours before the work is done
102 d. Approval is for five years

103
104 Mr. Bahre seconded the motion, which passed unanimously 5-0-0.

105
106 **OTHER BUSINESS**

- 107
108 1. **Approval of Minutes of January 14, 2016 Regular Meeting** – Tabled
109
110 2. **Appointment of Ms. Emily Anyzeski as the Town of Canton IWWA Authorized Agent**

111

112 **MOTION:** Mr. Shepard moved to approve the appointment of Ms. Emily Anyzeski as the Town of
113 Canton IWWA Authorized Agent. Mr. Sinish seconded the motion, which passed unanimously 5-0-0.
114

115 **3. Applications Received After Agenda Posted – None**

116
117 **4. Authorized Agent –**

- 118
119 **a. Discussion of Mott’s Residence, 594 Albany Turnpike –** The property is for sale and has
120 numerous constrictions. Within the upland review area, a corner of a deck which runs along the
121 one level house will be taken down. Also to be removed are several residential trees. The intent is
122 to clean up the property where there is dead vegetation and not a deliberate attempt to create a
123 view of the river. There is nothing in the wetlands area. Erosion controls are being put into place.
124 The property owners are working with an engineer. It is a steep lot with digging to take place. The
125 deck is 86 feet from the Farmington River. An application is being made for the work is in
126 process.
127

128 **5. Any other recent enforcement issues – None**

129
130 **6. Staff Report – None**

131
132 **ADJOURNMENT – MOTION:** D. Shepard moved to adjourn the meeting at 11:18 p.m. Mr. Bahre
133 seconded the motion, which passed unanimously 5-0-0.
134

135 Respectfully Submitted,
136 Loren Kiefer, Recording Secretary
137