

INLAND WETLANDS
COMMISSION
Telephone (203) 563-0180
Fax (203) 563-0284



TOWN HALL
238 Danbury Road
Wilton, Connecticut 06897

APPLICATION FOR A MINOR REGULATED ACTIVITY

For Office Use Only:

WET# _____	
Filing Fee \$ _____	Wilton Land Record Map# _____
Date of Submission _____	Volume # _____ Page # _____
Date of Acceptance _____	Assessor's Map # _____ Lot# _____

APPLICANT INFORMATION:

Applicant <u>Brian Yovine</u>	Agent (if applicable) <u>Connecticut Permit Services / Corey Jackson</u>
Address <u>140 Catalpa Road</u>	Address <u>P.O. Box 411</u>
<u>Wilton, CT 06897</u>	<u>New Haven CT 06502</u>
Telephone <u>203-223-9106</u>	Telephone <u>203-974-6440</u>
Email <u>brian.yovine.com</u>	Email <u>orders@ctpermit.com</u>

PROPERTY INFORMATION:

Property Address <u>140 Catalpa Road</u>	Site Acreage <u>0.75</u>
Acres of altered Wetlands On-Site <u>0.2</u>	Cu. Yds. of Material Excavated <u>11</u>
Linear Feet of Watercourse <u>190</u>	Cu. Yds. of Material to be Deposited <u>0</u>
Linear Feet of Open Water <u>0</u>	Acres of altered upland buffer <u>0</u>
Sq. Ft. of proposed and/or altered impervious coverage <u>0</u>	Sq. Ft. of disturbed land in regulated area <u>5</u>

APPLICATION REQUIREMENTS:

Is The Site Within a Public Water Supply
Watershed Boundary? NO X YES* _____

Is The Site Within 500 Feet of a Town Boundary?
NO X YES* _____

* If the answer is yes, then the applicant is responsible for notifying the appropriate water authority and/or adjoining community's Wetlands Department. Instructions for notification are available at the office of the commission.

Project Description and Purpose: Install 500 gal U/G LP tank and run gas line for
generator and fireplace

In addition, the applicant shall provide three (3) collated paper copies of the following information as well as an electronic submission via email to mike.conklin@wiltonct.org & elizabeth.larkin@wiltonct.org **

- () A. Written consent from the owner authorizing the agent to act on his/her behalf
- () B. A Location Map at a scale of 1" = 800'
- () C. **A Site Plan showing existing and proposed features**
- () D. Names and addresses of adjoining property owners

****Application materials shall be collated and copies of documents more than two pages in length shall be double sided.**

See Section 7 of the Wetlands and Watercourses Regulations of the Town of Wilton for a more detailed description of applications requirements.

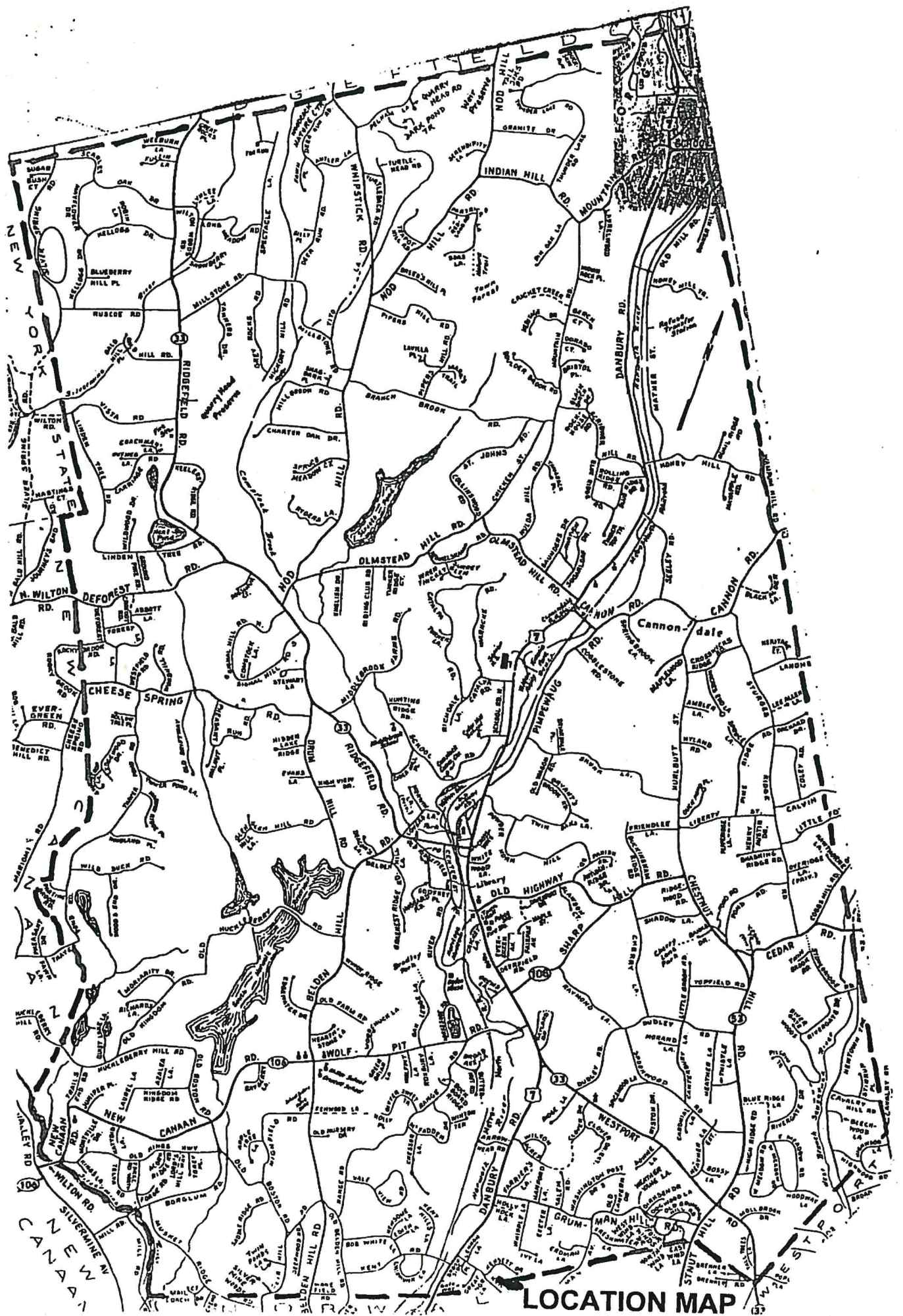
The Applicant or his/her agent certifies that he is familiar with the information provided in this application and is aware of the penalties for obtaining a permit through deception, inaccurate or misleading information.

By signing this application, permission is hereby given to necessary and proper inspections of the subject property by the Commissioners and designated agents of the Commission or consultants to the Commission, at reasonable times, both before and after a final decision has been rendered.

Applicant's Signature:  Corey Jackson Date: 12/13/2021

Agent's Signature (if applicable) _____ Date: _____

60-8	60-10	60-11
SHIPMAN FRANKLIN L III & HAYLEE R	VONA SOFIA	VISNAPUU KULDAR & SANDRA V
125 CATALPA RD	135 CATALPA RD	145 CATALPA RD
WILTON CT 06897	WILTON CT 06897	WILTON CT 06897
60-12	60-23	60-24
AHMED MUSTAQUE & LILAC	YOVINE BRIAN E & SHARON	YOON CHARLES M &
155 CATALPA RD	140 CATALPA RD	124 CATALPA RD
WILTON CT 06897	WILTON CT 06897	WILTON CT 06897
60-46	76-17-1	76-17-8
BAIN JOHN T TRUSTEES & VALERIE J	GISMONDI MICHAEL ANTHONY	STROUP CHRIS C & CATHERINE J K
150 CATALPA RD	38 HUNTING RIDGE LA	119 MIDDLEBROOK FARM
WILTON CT 06897	WILTON CT 06897	WILTON CT 06897



IMPROVEMENT LOCATION MAP

PREPARED FOR

BRIAN E. YOVINE & SHARON YOVINE

WILTON, CONNECTICUT

ALLOWABLE EROSION COVERAGE = 2.5% S.F. = 7% OF 101 ACRES
EXISTING STRUCTURES, REMOVALS & PROPOSED ADDITION EROSION COVERAGE = 2.6% S.F. = 8.3%
OF 101 ACRES

ALLOWABLE SITE COVERAGE = 3.0% S.F. = 12% OF 101 ACRES
EXISTING STRUCTURES, REMOVALS & PROPOSED ADDITION SITE COVERAGE = 6.17% S.F. = 18.1%
OF 101 ACRES

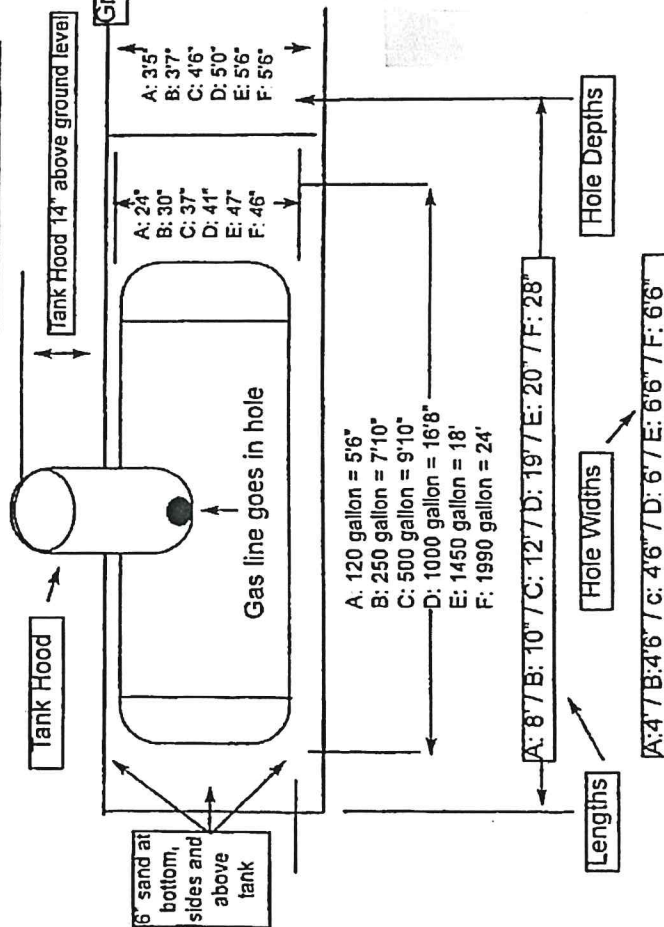
THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 101 AND 102 OF THE NATIONAL MONUMENT ACT, ACT OF OCTOBER 3, 1906 (34 STAT. 225). THE PURPOSE OF THIS MAP IS TO PREPARE A RECORDING PLAT, WHICH WILL BE USED TO DETERMINE THE BOUNDARIES OF THE MONUMENT. THE MONUMENT FIELD DATA WAS NOT RECORDED.

Trench Specs for Underground Propane Line
Trench and sand to be provided by the customer.

The diagram illustrates a trench cross-section with the following layers and components from top to bottom:

- Ground Level:** Indicated by a horizontal line at the top.
- 12" Dirt:** The top layer of the trench.
- Yellow Gas Caution Tap (just under surface):** A tap located just below the top dirt layer.
- 4"-6" under final grade:** A label indicating the depth of the tap.
- 6" Sand:** A layer of sand below the dirt.
- Underground Gas Pipe:** A pipe located below the sand layer.
- 6" Sand:** Another layer of sand below the pipe.
- 12" Dirt:** A second layer of dirt below the sand.
- 6" Sand:** A third layer of sand below the dirt.
- 6" Sand:** A fourth layer of sand at the bottom of the trench.
- Trench is total 24" deep:** A label indicating the total depth of the trench.
- minimum 6" wide:** A label indicating the minimum width of the trench.

1. All tanks must be within 100 feet of driveway so tank can be filled
2. Underground tanks (120-1990 gallon) must be 10 feet away from any structure (a deck is a structure), property line or source of ignition.
3. Excavation specifications for hole see chart above **
4. Hole need 6" of sand in bottom, sides and above tank, hood needs to be 14" above ground.



****IMPORTANT****
Please add 6" to the total depth
when running under driveway
or roadway (Total 30" Deep)

1 Gallon of Propane = 91500 BTU's/Hour
For Every 2' of Length = 1 Cubic Foot of Sand

Joe Borgla
Energy Consultant

jborgla@paracogas.com
203 727 4849
paracogas.com
75 East Aurora Street
Waterbury, CT 06708





Date: 9/21/2021 10:31 AM
Branch Name: WATERBURY
Installation Date:
Account Number: 353330L

Quote #: Q-03916-1
Expires On: 10/5/2021
Referral Source:
Prior ADDs Acct#:
Est. Annual Usage: 50.00

CONNECTICUT COMMERCIAL SUPPLY AGREEMENT

Bill To

NORTHEAST GENERATOR
 625 JOHN ST
 BRIDGEPORT, Connecticut 06604-0000
 United States

Delivery Address

NORTHEAST GENERATOR
 140 Catalpa Rd
 Wilton, CT 06897
 United States

Occupied by: Owner

Landlord Name:

Landlord Phone:

Primary Contact Information

Name: Gary Suslavich
Primary Phone: 2032582177
Alternate Phone:
Email: gsuslavich@northeastgenerator.com

Additional Authorized User

Name:

Installation Scenario(s)

Primary: LP GENERATOR

Additional: --None--

Fuel

PART #	PRODUCT NAME	QTY	UNIT PRICE	DISC (%)	Net Total
FUEL	Propane (for Tank: 500 Gallon Underground (Purchase))	0	\$3.04		\$0.00
70070	Safety and Maintenance Fee/ECC	1	\$9.99		\$9.99
Fuel Subtotal bef. Tax:					\$9.99

Leased Equipment

PART #	PRODUCT NAME	QTY	UNIT PRICE	DISC (%)	Net Total
70114	CT Gross Receipts	1	\$0.00		\$0.00
Leased Equipment Subtotal bef. Tax:					\$0.00

Other Charges

PART #	PRODUCT NAME	QTY	UNIT PRICE	DISC (%)	Net Total
30001	Regulator: First Stage Regulator	1	\$105.00		\$105.00
30003	Regulator: Second Stage Regulator (1st incl. in Bundle, each addl. at charge)	1	\$85.00		\$0.00
60001	Permit: Filing Fee	1	\$150.00		\$150.00
Other Charges Subtotal bef. Tax:					\$255.00

Purchased Equipment

PART #	PRODUCT NAME	QTY	UNIT PRICE	DISC (%)	Net Total
50009	Underground Gas Line Package	1	\$885.00		\$885.00

PART #	PRODUCT NAME	QTY	UNIT PRICE	DISC (%)	Net Total
10501	Tank: 500 Gallon Underground (Purchase)	1	\$3,195.00	10.00	\$2,875.50
50002	Flatrate: Exterior Connection Point of Use (1st Interior OR Exterior Connection incl. in Bundle, each addl. at charge)	1	\$350.00		\$0.00
50003	Flatrate: Underground Gas Line (Per Foot) (25 ft. of combined Gas Line incl. in Bundle, each addl. ft. at charge)	50	\$4.00		\$100.00
70071	Shop Material Fee	1	\$9.99	100.00	\$0.00
Purchased Equipment Subtotal bef. Tax:					\$3,860.50

Services and Fees

PART #	PRODUCT NAME	QTY	UNIT PRICE	DISC (%)	Net Total
90001	Tank Monitor Service	1	\$50.00		\$50.00
Services and Fees Subtotal bef. Tax:					\$50.00

Total bef. Tax:	\$4,175.49
Total Applicable Tax:	\$265.15
Total incl. Tax:	\$4,440.64

	Tax Rate	Taxable Amount	Applicable Tax
Fuel	6.35%	\$0.00	\$0.00
Services/Labor	8.814%	\$209.99	\$13.34
Parts	6.35%	\$3,965.50	\$251.81
CT Generator Tax	8.814%	\$0.00	\$0.00

Job Description:

Purchase and install 1-500 UG tank and run gas line to generator. Safety check and final connect.

Additional Credit Information:

There may be additional charges for repairs or to run additional lines.

Total amount and signed Supply Agreement are due prior to scheduling System Check, Service and/or Delivery.

Environmental fee charged per delivery: \$9.99(plus tax) Tank Monitor reports tank level to you & Paraco - Billed annually.

All renters are required to pay a security deposit equal to 75% of the tank's usage capacity times the quoted price per gallon. \$150.00 minimum fee apply.

Delivery Type:

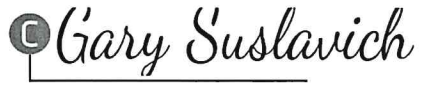
Automatic

Will Call Customers need to monitor propane gas tank gauge and contact Paraco to arrange for a delivery when tank gauge reads 30% to 35%.
Please note that standard delivery times are 3 to 5 business days from requested date. May vary by location.

The Company shall not be liable for any loss sustained by the Customer as a result of the exhaustion of the Customer's supply of LP Gas (propane), and the Customer shall hold harmless the Company from any and all claims arising out of the storage and/or use of LP Gas (propane) or the use, operation, maintenance or repair of LP Gas equipment resulting from negligence of Customer or third party.

The terms and conditions of this AGREEMENT are set forth above and upon the reverse side hereof. In Witness Whereof, the parties here-to have caused this AGREEMENT to be executed the day and year first above written. This services as a credit application and agreement with Paraco Gas. By signing below you agree to allow Paraco to perform credit check upon you as well as to allow Paraco to check your credit references/ employers/landlord. Paraco Gas can cancel your account if any information provided herein is found materially false or if you default on this account.

Customer Signature:

 Gary Suslavich

Print Name:

Gary Suslavich

Date:

9/23/2021

Co-Customer Signature:

Print Name:

Date:

Sales Rep Signature:

 Joe Borgia

Print Name:

Joe Borgia

Date:

9/21/2021

SALE AND PURCHASE

1. Seller agrees to sell Buyer and Buyer agrees to purchase from Seller all the Buyer's annual requirements of Liquefied Petroleum Gas (hereafter called "LP Gas") for (consumption) (resale). Buyer acknowledges that from time to time increases in operating costs and higher prices of LP Gas may cause increased costs to Seller in connection with supplying Buyers LP Gas requirements, and therefore Buyer's agree that Seller may revise said price schedule at any time, or charge one-time fees for operating expenses, and Seller agrees that a revision of said price schedule shall be fair and reasonable at time thereof and shall be fixed by Seller in good faith.

MEASUREMENT

2. Measurement of LP Gas to be sold and purchased under this agreement will be by gallons and Seller shall have the option of determining the method of measurement. Buyer shall be invoiced for actual number of U.S. gallons of liquid corrected to 60°F. 2A. Cylinder Exchange: Measurement of LP Gas to be sold and purchased under this agreement will be grill cylinder, estimated 15 lbs. (3.57 gallons).

DELIVERY

3. Delivery into storage tank(s) at Buyers address set forth in paragraph 1 above shall be considered delivery to Buyer. A copy of the delivery invoice may be left at the Buyer's location even if the Buyer is not present at time of delivery. Buyer grants permission to Seller to access property for deliveries and removal of propane tanks and/or regulators.
4. Buyer to make sure there is a clear path and access to the propane storage tank in order for Paraco to make a delivery. This includes the removal of vegetation, snow, bees/vermin etc to be removed from around the tank.

TERMS OF PAYMENT

5. Payment for LP Gas hereunder shall be made as designated by the Seller, and terms of payment are subject at all times to the control of Seller's credit department. If Buyer's credit is satisfactory to Seller, Buyer shall pay Seller the Total Price set forth in paragraph 1 above and paragraph 10 below within 10 days from the date of invoice. If the credit of the Buyer shall for any cause be deemed unsatisfactory by Seller, Seller shall have the right to require payment in advance before making further deliveries. Buyer agrees to pay finance charges at the prevailing legal rate of interest. Any bounced checks are subject to Seller's prevailing rate and all collection fees are the responsibility of the Buyer.

PERIOD OF CONTRACT

6. This agreement shall become effective on agreement date previously set forth, or on such date prior thereto when Seller shall notify Buyer that installation or modification of LP Gas equipment on Buyer's premises has been completed, and shall continue for a period of one years from such effective date and there after each year, subject, however, to the following rights of termination: (a) by either party at the expiration of the initial one year period or any subsequent yearly period, upon not less than 60 days prior written notice to the other party; (b) by either party after the failure of the other party to fulfill or conform to any of the terms or conditions hereof, upon written notice to the other party, and (c) by Seller pursuant to Paragraph 11 hereof.

REMOVAL

7. Buyer shall pay for cost of removal of leased or loaned equipment including transit and rigging to Seller's plant at Seller's current hourly rate schedule if agreement is terminated before the end of the term or at the time of removal/agreement expires. A restocking fee may also apply.

DAMAGES

8. Failure of either party to fulfill or conform to any of the terms or conditions hereof shall entitle the other party to any remedy available at law or equity, but, since damages which may arise from such failure may be difficult or impossible to determine, such other party shall in any event be entitled to recover no less than current profit rate per month for each calendar month, or major portion thereof, remaining between the date of such failure and the next succeeding date upon which this agreement may be terminated pursuant to the provisions of Paragraph 7 above, which shall constitute the minimum amount of settled and liquidate damage for such failure.

FORCE-MAJEURE-OTHER CONTINGENCIES

9. In the event that either party hereto is hindered, delayed or prevented by an act of God, flood, fire, explosion, war, strike, or other labor disturbances in the performance of this agreement, the obligations of the party affected shall not be liable in damages or otherwise for its failure to perform. Seller's obligation to perform hereunder shall also be subject to delays, embargoes, contingencies of transportation or other cause beyond Seller's control. In addition, if Seller shall be unable to fulfill its contractual obligations to any of its customers, including those to Buyer, because of (a) failure or inability of Seller to obtain sufficient supplies on reasonable terms or (b) diminution or nonexistence of LP Gas supplies as a result of compliance by Seller, voluntarily or otherwise, with any request, order, directive or regulation of the government or of any other governmental officer, agent or representative purporting to act under authority, or with any governmental or industry rationing or supply program, Seller may, at its option (1) reduce its obligations hereunder, while such conditions exist, to the extent necessary in its judgment to apportion fairly among Seller's customers the amount of LP Gas it is able to supply or (2) terminate this agreement upon written notice to Buyer.

TAXES

10. Buyer shall pay all license, permit or inspection fees or taxes imposed upon or in respect to the sale, installation, storage or use of LP Gas sold or LP Gas equipment loaned hereunder.

CONSENT TO COMMUNICATIONS

11. By entering into this Agreement, you consent to the receipt of electronic mail ("e-mail"), text messages, and customer service phone communications (including on-screen notifications and Robo calls) from us regarding (a) Delivery, Service, and potential Billing/Credit collections, and (b) other services and products we believe may be of interest to you. You may opt out of future e-mails, text messages, notifications and phone communications including Robo calls about such products or services, by contacting Customer Service. You may not, however, opt out of receiving communications regarding important information relating to your account or this Agreement.

GENERAL

12. No delay on the part of either party in exercising any if its rights hereunder shall prevent the exercise of such rights at a later date, and any waiver of any breach of this agreement by either party shall not be deemed a waiver of any other subsequent breach thereof.

13. Seller shall not be liable for any loss sustained by Buyer as a result of the exhaustion of Buyer's supply of LP Gas, and Buyer shall hold harmless the Seller from any and all claims arising out of storage or use of LP Gas or the use, operation, maintenance or repair of LP Gas equipment resulting from negligence of Buyer.

14. This agreement supersedes all prior agreements between the parties hereto relating to the delivery point described herein and may not be assigned by Buyer without written consent of Seller.

15. The Buyer agrees to purchase a minimum of amount of storage provided per year at this location. If not, the company has the right to charge a minimum annual requirement charge. Buyers who lease equipment are not subject to minimum annual requirement charges.

15A. Cylinder Exchange: The Propane tanks, cages, advertising material and removable impact protection barriers that are provided and owned by Paraco Gas will remain the sole property of Paraco Gas. The lending, borrowing, unauthorized use or sales of these items without the express written consent of Paraco Gas will be subject to reimbursement at the current replacement value.

16. The Buyer acknowledges that it has filed a Notice of Business Activities Report of Certificate of Authority to do business in New Jersey, if applicable.

17. Seller is not responsible for claims resulting from damage to any unmarked sprinkler, electrical, septic, phone, utility or other underground lines.

18. Buyer acknowledges Company provided material data safety sheets, if applicable.

19. All sales are final.

20. Seller is not responsible for driveway unless Buyer specifies in writing that company is prohibited to use.

21. Buyer authorizes Seller to check credit.

Customer Signature:

 Gary Suslavich

Sales Rep Signature:

 Joe Borgia

Print Name:

Gary Suslavich

Print Name:

Joe Borgia

Date:

9/23/2021

Date:

9/21/2021



ABOVE/ UNDERGROUND TANK INSTALLATION ACKNOWLEDGMENT & WAIVER FORM

Installation Address

140 Catalpa Rd
Wilton, CT 06897

Please review attached diagram.

Paraco makes every effort to perform our installations in a highly professional manner, with special attention to the customer's property. However, by signing this waiver, you agree we cannot be responsible for items listed below:

1. Paraco is not responsible for damage of water/sprinkler lines, electric, tree roots or any others not specifically mentioned that are not clearly marked prior to digging, excavating, or behind interior walls.
2. Paraco cannot be held responsible for any damage to lawn/driveway etc. where work is taking place.
3. Paraco must have clear unobstructed access to the yard for equipment (3' wide opening minimum for trench machine, 8' wide min. for backhoe).
4. Customer is required by State guidelines to test and document the underground tanks cathodic abilities every 3 years.
5. Customer is responsible for removing leftover dirt from trenching and/or tank installation.
6. Appliances should be installed before any gas line work is performed, unless rough piping necessary (Exceptions to be made in writing).

Special Conditions:

Customer responsible for all excavation work and trench work needed.

Customer Signature: 

Print Name: Gary Suslavich

Date: 9/23/2021

Sales Rep Signature: 

Print Name: Joe Borgia

Date: 9/21/2021

Underground Tanks:

Effective January 1, 2011 any UG installed must have cathodic protection installed, and periodic inspections performed (please see below). Excerpt from NFPA 58 (Liquefied Petroleum Gas Code - 2011 Edition) mandates the use of cathodic protection systems on all new underground containers, and shall be tested in accordance with a specific schedule, effective January 1, 2011.

Cathodic Testing

Cathodic protection systems shall be monitored by testing and the results documented. Sacrificial anodes installed shall be tested in accordance with the following schedule:

- Test cathodic protection system, upon installation, unless prohibited by weather conditions, in which case testing must be performed within 180 days after the installation of the system.
- For continued verification of the effectiveness of the system, testing must be performed 12 to 18 months after the initial test.
- Periodic follow-up testing every 3 years or 36 months.
- If the system fails a test, repair the system, test the system and verify the system 12-18 months after the initial test.
- Document test results and retain copies of the two most recent tests.