

**Lukas Pond  
Old County Road  
Windsor Locks, CT**

**Application and Supportive Data  
for an  
Application to the**

**Inland Wetlands and Watercourses Commission**

**PREPARED BY**

**ED LALLY AND ASSOCIATES, INC.  
111 PROSPECT HILL ROAD  
WINDSOR, CONNECTICUT**

**March 2026**





TOWN OF WINDSOR LOCKS  
 INLAND WETLAND & WATERCOURSE AGENCY  
APPLICATION FOR PERMIT / NOTIFICATION OF PROPOSED ACTIVITY

DATE OF APPLICATION: March 1, 2026

PROPERTY ADDRESS: 177 Old County Road

ASSESSOR'S MAP# 49 BLOCK# 125 LOT# 19

Please see the attached 8½" X 11" Key Plan for the Property Location

PROJECT DESCRIPTION AND PURPOSE: A development of 41 single-family homes incorporating LID practices served by a private road with public sanitary sewer and water design, a stormwater management system utilizing retention, detention, absorption, particle separators and water quality units together with controls on the application of pesticides, herbicides, fungicides and fertilizers and a conservation easement to minimize environmental impacts and protect the environment into the future.

ALTERNATIVE DESIGNS CONSIDERED: Several. All with increased environmental impacts.

Please see plan set titled: "LUKAS POND - MFSD SITE PLAN & SPECIAL USE PREPARED FOR F & L CONSTRUCTION, LTD. 177 OLD COUNTY ROAD WINDSOR LOCKS, CONNECTICUT SCALE: 1 IN = 30 FT MARCH 1, 2026 BARRESI ASSOCIATES, LLC" and associated reports and attachments for detailed information on this proposal.

DESCRIPTION OF LAND: Please see the EXISTING CONDITIONS plan. The site is mostly wooded with rolling to steep topography and contains 15.963 acres of MFSD zoned land including a 60' right-of-way pledged for public use along the western boundary of the property. The Natural Resources Conservation Services website shows that site soils consist of following: Windsor Loamy Sand 0-3% (15.0%), Windsor Loamy Sand 3-8% (15.4%), Windsor Loamy Sand 8-15% slopes (52.7%), Hinckley Loamy Sand 15-45% (15.6%), Windsor Urban Land Complex 0-8% (0.8%) and Udorthents- Urban Land Complex (0.6%). An intensive soils survey of the Site performed by SSES in 2014 and updated in 2025 indicates that the site contains 1.72 acres of wetlands including the silted a 10,900 sf silted in man-made pond, 394 feet of watercourse to the west of the proposed area of development, 506 feet of rip-rap lined ditch/watercourse above the pond and 162 feet of watercourse below the pond. Most of the site is vegetated in mature woods except for the area around the abandoned house and accessory structures, which consists of brush and saplings. Please see the SSES, Inc. report for a more detailed soils description.

**APPLICANT / OWNER INFORMATION:**

NAME: F & L Construction, LTD. 860-214-75-454  
38 Russell Road c/o ed@edlally.com  
East Granby, CT 06026

X ATTACH NAMES & MAILING ADDRESSES OF ADJACENT PROPERTY OWNERS

ARE YOU APPLYING FOR ANY OTHER PERMITS? Not at this time.

**SELECT AND MARK APPROPRIATE SECTION (s)**

- I. Activities for which no permit is required by Windsor Locks Inland Wetlands and Watercourses Commission.
- A. The following operations and uses in inland wetlands and watercourses are permitted as of right (section 4.1 of the regulation):
- 1. Grazing, farming, nurseries, gardening and harvesting of crops and farm ponds three (3) acres or less.
  - 2. Construction of a residential home for which a Building Permit has been issued prior to July 1, 1987 (Attach copy of valid Building Permit).
  - 3. Boat anchorage or mooring.
  - 4. Use incidental to maintenance and enjoyment of property presently use for residential purposes (containing a dwelling), such property is equal to or smaller than the largest minimum lot size as required by the Town of Windsor Locks Planning and Zoning Regulations.
  - 5. Construction and operation by a water company of a dam, reservoir or other facility necessary for the impounding, storage and withdrawal of water in connection with public supplies.
- B. The following operations and uses in inland wetlands and watercourses are permitted as non-regulated, provided they do not disturb the natural and indigenous character of the wetland or watercourse (Section 4.2 of the regulations):
- 1. Conservation of soil, vegetation, water fish or wildlife.
  - 2. Outdoor recreation.

- C. The proposed activity or use of the property will not affect or alter wetlands or watercourses (documentation may be required in accordance with the Town of Windsor Locks Inland Wetland Regulations.)
- D. The use or activity legally existed as of the effective date of the Town of Windsor Locks Inland Wetland and Watercourses Regulations or before July 1, 1974 whichever date is earlier, and does not involve new, additional or expanded activity in a wetland or watercourse ( provide full documentation.)
- E. The proposed activity or use is on land which is the exclusive jurisdiction of a State or Federal Agency (provide documentation.)

II. Activities For Which A Permit May Be Required By The Windsor Locks Inland Wetlands And Watercourses Commission:

- A. Activities within 40 feet of a wetland involving filling, excavation, dredging, clear cutting, grading and excavation, removal or deposition of material, obstruction, construction, alteration or pollution or any other alteration or use which may negatively impact a wetland or wetland system.
- B. Activities within 80 feet of a watercourse involving filling, excavation, dredging, clear cutting, grading and excavation, removal or deposition of material, obstruction, construction, alteration or pollution or any other alteration or use which may negatively impact a watercourse or watercourse system.
- C. Activities beyond 40 feet from a wetland or 80 feet of a watercourse involving filling, excavation, dredging, clear cutting, grading and excavation, removal or deposition of material, obstruction, construction, alteration or pollution or any other alteration or use which may negatively impact a wetland or watercourse.

III. Activities for which a permit is required by the Windsor Locks Inland Wetlands And Watercourses Commission:

- Activities in wetlands or watercourses involving filling, excavation, dredging, clear cutting, grading and excavation, removal or deposition of material, obstruction, construction, alteration or pollution within or any other alteration or use of a wetland or watercourse.

**AUTHORIZATIONS AND CERTIFICATIONS:**


a. I/we hereby authorize the commissioners and agents of the Windsor Locks Inland Wetlands Agency to inspect the subject property at reasonable times, both before and after the final decision has been made regarding this application or request.

b. I/we hereby certify that, if a portion of the subject property is located within 500 feet of the boundary of an adjoining municipality, I/we have caused written notice of the proposed activity to be sent to the Inland Wetlands and Watercourses Agency of such municipality by certified mail, return receipt requested, on the date that I/we submitted this application to the Town of Windsor Locks.

c. I/we hereby certify that I/we am/are familiar with the information included in this application and am/are aware that the law provides that any person who commits, takes part in, or assists in any violation of any provision of Sections 22a-36 through 22a-45, inclusive, of the Connecticut General Statutes, including regulations adopted by the Commissioner of Environmental Protection and ordinances and regulations of the Town of Windsor Locks through its Inland Wetlands Agency, shall be assessed a civil penalty of not more than one thousand dollars for each offence. I/we further certify that I/we am/are aware that it is a violation of law to obtain a wetlands permit or ruling through deception or through inaccurate or misleading information.

The undersigned warrants the truth of all statements contained herein according to the best of his/her knowledge and belief:

**APPLICANT**

**Name:** F & L Construction LTD. **Signature:**  **Date:** 3/1/26

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Any "permit" issued under this section for the development of property for which an approval is required under Section 8-3, 8-25, or 8-26 of the Connecticut General Statutes shall be valid for five (5) years. (Site Plan Review by PZC or Subdivision Plan Approval by PZC for example).

Any "permit" issued under this section for any other activity shall be valid for three (3) years.

Unless a permit is renewed by the Agency, the permit shall expire if the activity authorized therein is not initiated within one (1) year from the date the permit was issued.

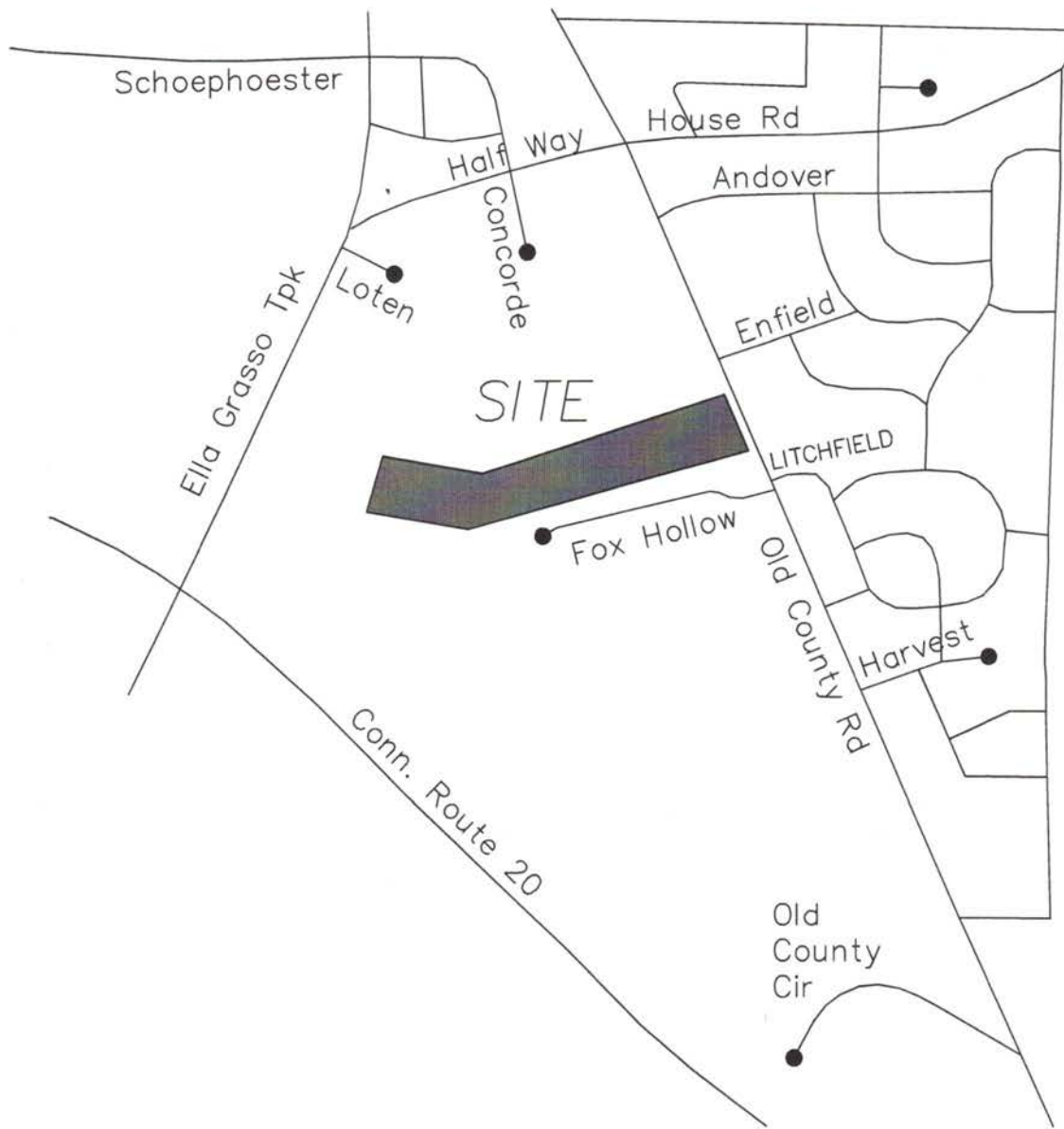
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To be completed by the Authorized Agent for the Inland Wetland and Watercourses Commission

_____ Approved by IWWC	Date _____	Vote _____ - _____
_____ Denied by IWWC	Date _____	Vote _____ - _____
_____ No Jurisdiction/No Impact	Date _____	Initial _____

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KEY MAP

SCALE: 1" = 1000'

LUKAS POND – SITE PLAN & SPECIAL USE

PREPARED FOR

F & L CONSTRUCTION LLP, LLC

177 OLD COUNTY ROAD

WINDSOR LOCKS, CONNECTICUT

List of Abutting Property Owners

# LUKAS POND

## 177 OLD COUNTY ROAD

### LIST ABUTTERS OF ABUTTING PROPERTY OWNERS FROM TOWN OF WINDSOR LOCKS GIS

DAVID W SHAW  
97 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

GHAIDA AL-JERMOZI  
69 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

ARMANDO MATIAS  
15 HUNTER RIDGE  
WINDSOR, CT 06095

LAUREN N WELTI  
111 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

DEBORAH GRIGGS  
3 ADAMS RD  
BLOOMFIELD, CT 06002

JHAARON WALLACE  
37 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

BARBARA MALDONADO  
75 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

DIANE BRADY  
7 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

THOMAS MARKS  
71 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

KATHLEEN OCONNOR  
186 OLD COUNTY ROAD  
WINDSOR LOCKS, CT 06096

JENNIFER L OGRADY  
85 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

CLAIRE TESTONI  
494 LITCHFIELD DRIVE  
WINDSOR LOCKS, CT 06096

KIMBERLY A CHMURA  
176 OLD COUNTY ROAD  
WINDSOR LOCKS, CT 06096

PATRICIA WASHINGTON - GEDDES  
67 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

JEREMY STEBEN  
43 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

WENDALL T & KATHLEEN T TRUMAN  
175 OLD COUNTY RD  
ENFIELD, CT 06096

HIT PORTFOLIO I OWNER LLC  
11325 RANDOM HILLS RD STE 360  
FAIRFAX, VA 22030

IZUMI GROUP LLC  
27 ELLA GRASSO TURNPIKE  
WINDSOR LOCKS, CT 06096

PAIGE THOMPSON  
53 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

ALBERT G HALBERSTADT  
33 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

RUSLAN VASYLIV  
93 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

BRIAN P LEWIS  
95 FOX HOLLOW RD  
WINDSOR LOCKS, CT 06096

GLORIA J BERRY  
15 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

MICHELLE R DOUCETTE  
51 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

JAMES W FEARON  
91 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

JESSICA M DEWEY  
31 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

LPRI ELLA GRASSO LLC  
4 COPLEY PL STE 4105  
BOSTON, MA 02116

JORDAN STEIN  
113 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

HERMAN W JONES  
103 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

VERNON E & BURDA DONNA J GECKLER  
41 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

KEVIN CONNELLY  
17 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

DENNIS J & SANDRA V TOUCHETTE  
79 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

ROBERT DIPASQUALE JR  
45 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

MICHAEL WELTI  
109 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

MEGHAN E KIRCHHOF  
81 FOX HOLLOW RD  
WINDSOR LOCKS, CT 06096

FREDERICK & BRENDA L PRESS  
87 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

EMILY C DOW  
65 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

NANCY S WHITMORE  
57 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

TIMOTHY SWISTAK  
107 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

GABRIELLE E MACARI  
190 OLD COUNTY RD  
WINDSOR LOCKS, CT 06096

JESSICA CHRISTIE  
172 OLD COUNTY RD  
WINDSOR LOCKS, CT 06096

DOUGLAS B & KRISTINE B COSCINA  
15 FOSTER DR  
ELLINGTON, CT 06029

PHILLIP & SANDRA GOODSSELL  
21 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

JOHANNA NUNEZ  
101 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

VERNON E GECKLER  
39 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

DAYNALIS ORTIZ  
27 FOX HOLLOW  
DR WINDSOR LOCKS, CT 06096

JEAN A PUGLIESE  
25 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

THOMAS H & MARY M MCGRORY  
63 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

MARJORIE A DISCHLER  
29 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

ANNE NORRIS  
182 OLD COUNTY RD  
WINDSOR LOCKS, CT 06096

JOHNNY C & EDWARD BARNES  
89 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

ETHEL E SADLER  
49 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

DOUGLAS W NICHOLSON  
55 FOX HOLLOW DR  
WINDSOR Locks, CT 06095

TAMARA RILEY  
83 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

MOULIKKUMAR DAHYABHAI PATEL  
5 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

BRIDJETTE & BRANDYN NEALS  
59 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

STACEY CAPRON  
77 FOX HOLLOW  
WINDSOR LOCKS, CT 06096

DEBORAH KLINE  
105 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

TROY R & KAREN E PETERSON  
9 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

RODOLFO & SHIRLEY K ANGEL  
99 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096  
JORGE CECILIO-RIVERA  
73 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

SHARON A KING  
35 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

JOSEPH MURKOWICZ  
72 GREENFIELD DR  
WINDSOR LOCKS, CT 06096

MARIE T PUGLIESE  
23 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

ROSE MARTINS  
1 FOX HOLLOW DR  
WINDSOR LOCKS, CT 06096

KENNETH PONTE JR & KATHRYN ROSE SEARS  
61 FOX HOLLOW DRIVE  
WINDSOR LOCKS, CT 06096

SUSAN A MOSKITES  
498 LITCHFIELD DRIVE  
WINDSOR LOCKS, CT 06096



# Town of Windsor Locks

## Inland Wetlands and Watercourse Commission

MONTH, DAY, YEAR

Dear Sir or Madam:

Please be advised that the Inland Wetlands and Watercourse Agency of the Town of Windsor Locks has before it an application concerning a property in the vicinity of your property.

The Inland Wetlands and Watercourse Agency will hold a Public Hearing during their regular meeting scheduled to start at **TIME** on **MONTH, DAY, YEAR** in the Town Hall at 50 Church Street, Windsor Locks, Connecticut to review an Application for a Permit from the Inland Wetlands and Watercourses Commission to impact wetlands soils and discharge storm water in conjunction with the construction of Lukas Pond, an age restricted community proposed for 177 Old County Road, Windsor Locks.

The Inland Wetlands and Watercourse Agency will be pleased to receive written communications from you regarding this matter and invites you to attend the Public Hearing, at which time you may speak on the application.

You may send your written correspondence to:

Inland Wetlands and Watercourse Commission  
Attn: Wetlands Agent  
Town Hall  
50 Church Street  
Windsor Locks, CT 06096





## Statewide Inland Wetlands & Watercourses Activity Reporting Form

Please complete and mail this form in accordance with the instructions.  
If completing by hand - please print and use the [pdf version](#).  
Incomplete or incomprehensible forms will be mailed back to the municipal inland wetlands agency.

### PART I: Must Be Completed By The Inland Wetlands Agency

- DATE ACTION WAS TAKEN: year: [Click Here for Year](#) month: [Click Here for Month](#)
- CHOOSE ACTION TAKEN (see instructions for code): [Click Here to Choose a Code](#)
- WAS A PUBLIC HEARING HELD (check one)? yes  no
- NAME OF AGENCY OFFICIAL VERIFYING AND COMPLETING THIS FORM:  
(type name) \_\_\_\_\_ (signature) \_\_\_\_\_

### PART II: To Be Completed By The Inland Wetlands Agency Or The Applicant

- TOWN IN WHICH THE ACTIVITY IS OCCURRING (type name): Windsor Locks  
does this project cross municipal boundaries (check one)? yes  no   
if yes, list the other town(s) in which the activity is occurring (type name(s)): \_\_\_\_\_, \_\_\_\_\_
- LOCATION (click on hyperlinks for information): [USGS quad map name](#): Windsor Locks or [quad number](#): \_\_\_\_\_  
[subregional drainage basin number](#): 4300-53
- NAME OF APPLICANT, VIOLATOR OR PETITIONER (type name): LLP, LLC
- NAME & ADDRESS OF ACTIVITY / PROJECT SITE (type information): 177 OLD COUNTY ROAD  
briefly describe the action/project/activity (check and type information): temporary  permanent  description: Private road & storm system for 41 homes meeting 2024 Connecticut Stormwater Quality Manual & DEEP erosion controls.
- ACTIVITY PURPOSE CODE (see instructions for code): B
- ACTIVITY TYPE CODE(S) (see instructions for codes): 1, 2, 10, 12
- WETLAND / WATERCOURSE AREA ALTERED (see instructions for explanation, type acres or linear feet as indicated):  
wetlands: 0.71 acres open water body: \_\_\_\_\_ acres stream: 398 linear feet
- UPLAND AREA ALTERED (type acres as indicated): 1.84 acres
- AREA OF WETLANDS / WATERCOURSES RESTORED, ENHANCED OR CREATED (type acres as indicated): 1.02 acres

DATE RECEIVED:

### PART III: To Be Completed By The DEEP

DATE RETURNED TO DEEP:

FORM COMPLETED: YES NO

FORM CORRECTED / COMPLETED: YES NO



# LUKAS POND

## Project Description, Methodology and Summary

### GENERAL

The applicant is proposing a Multiple Family Special Development (MFSD) development of 41 detached single-family homes under condominium ownership served by public water, public sewers, a private drainage system and a private road located at 177 Old County Road. The site is predominantly wooded and contains a silted-in man-made farm pond fed by a stream draining undeveloped and residential properties to the northeast of the site situated along Old County Road. The pond discharges to a small brook which drains onto the Fox Hollow Condominium development to the south. Strawberry Meadow Brook runs from the north to and through the site just to the west of its center and receives runoff from developed sites along the east side of Ella Grasso Turnpike, the Concord Landing Condominium site and developed and undeveloped land along both sides of Old County Road. Sheet flow from adjacent undeveloped properties to the north also flow across the northerly boundary of this site and drain into both the small brook and Strawberry Meadow Brook.

### PROPERTY DESCRIPTION

Please see the EXISTING CONDITIONS plan. The site is mostly wooded with rolling to steep topography and contains 15.963 acres of MFSD zoned land including a 60' right-of-way pledged for public use along the western boundary of the property. The Natural Resources Conservation Services website shows that site soils consist of following: Windsor Loamy Sand 0-3% (15.0%), Windsor Loamy Sand 3-8% (15.4%), Windsor Loamy Sand 8-15% slopes (52.7%), Hinckley Loamy Sand 15-45% (15.6%), Windsor Urban Land Complex 0-8% (0.8% and Udorthents- Urban Land Complex (0.6%). An intensive soils survey of the Site performed by SSES in 2014 and updated in 2025 indicates that the site contains 1.72 acres of wetlands including the silted a 10,900 sf silted in man-made pond, 394 feet of watercourse to the west of the proposed area of development, 506 feet of rip-rap lined ditch/watercourse above the pond and 162 feet of watercourse below the pond. Most of the site is vegetated in mature woods except for the area around the abandoned house and accessory structures, which consists of brush and saplings. Please see the SSES, Inc. report for a more detailed soils description.

### SPECIAL CONCERNS

Of special concern is that development of this property will not increase the flow onto the Fox Hollow Condominium development, which has a long history of storm water drainage problems and related erosion issues. Of additional concern is the total flow into the existing stream crossing the site and the total of all flows leaving the property. Since the site proposed for development makes up such a small percentage of each of the overall drainage areas discharging to these two areas of concern, it is difficult to create a large impact on the total flow reaching the Fox Hollow Condominium development or the existing stream crossing the site, however, by controlling the flows off the site through the use of Low Impact

Development (LID) design techniques, retention and infiltration of road runoff, retention and infiltration of roof water runoff and discharge of non-direct connected impervious surfaces to lawn and wooded areas, the proposed design flows are reduced to these areas of concern and the requirements of the 2024 Connecticut Stormwater Quality Manual are met.

### **EXISTING POND**

Restoration previously approved by the Town Inland Wetlands and Watercourses Commission and the Town Planning and Zoning Commission for the small man-made farm pond and the adjacent areas, consisting of silt and debris removal and enlarging and deepening the pond, are also proposed for this project. Replacement of the dysfunctional pond outlet is proposed, and the pond will provide some Water Quality Volume (WQV) and for the retention and detention of storm water flows so that the completed project will meet the requirements of the 2024 Connecticut Stormwater Quality Manual.

### **SOILS TESTS**

Deep tests were conducted throughout the site at the time of the previously approved application to determine soil types and the potential for onsite retention and absorption. The majority of the tests encountered medium sand at depth with a few tests encountering fine to very fine sand and silty sand and the water table, where encountered, was generally in excess of 60 inches deep, indicating that most areas were satisfactory for the installation of shallow retention/absorption systems.

### **SOILS DATA**

Site soils data taken from the USDA Web Soil Survey (based on data generated by the National Cooperative Soil Survey) are found in the report. It can be seen that, with the exception of the areas of wetlands soils adjacent to the small brook feeding the man-made farm pond, the man-made farm pond itself and areas adjacent to Strawberry Meadow Brook in the westerly portion of this site, most of the soils are Windsor Loamy Sand and Hinckley Loamy Sand, soils with high absorption and high rates of water conductivity. More refined soils data has been developed by Soils Science and Environmental Services, Inc. who did their initial detailed soils and site examination and analysis in 2003 with an extensive reexamination and update in 2020 and a third analysis in 2025 and 2026. Their report will be submitted separately to the Town Staff and the Commission.

### **RAINFALL DATA**

The 24-hour rainfall rates utilized in this revised report were taken from NOAA Atlas 14 Volume 10 Version 3 for the exact location of the project: 177 Old County Road, Windsor Locks, CT as shown in the rainfall data "POINT PRECIPITATION FREQUENCY ESTIMATES".

### **DRAINAGE AREA MAPS & DATA**

A Pre-Development - Existing Conditions drainage area map has been prepared of the on and off-site drainage areas under existing pre-development conditions. A separate Post-Development - Proposed Conditions drainage area map has been prepared of the on and off-

site drainage areas under proposed post-development conditions. The total of the drainage areas shown on the Pre-Development - Existing Conditions drainage area map exactly matches the total of the areas shown on the Post-Development - Proposed Conditions drainage area map. These DRAINAGE AREA MAPS are found in the DRAINAGE AREA MAPS section of this report, and full-sized copies of these Drainage Area Maps have been submitted to the Town's Engineering Consultant.

A DRAINAGE AREA spread sheet defining the characteristics of each drainage area including total area, surface area by type and hydraulic flow pattern data has been prepared and is found in the DRAINAGE DATA section of this report. The hydraulic flow paths of area 1 (Pre-Development Conditions) and that of Area 11 (Post-Development - Proposed Conditions) have been separated into two segments due to the significantly difference in the segments of the flow paths. No evidence of channelized flow was found on this site related to these flow paths.

The area of the 28.5 roofs that drain to drain to QPA or Qualified Pervious Area are listed within each drainage area and the area of the 12.5 roofs that drain to StormTech SC-740 plastic retention/absorption systems are included at the end of the chart and are not included in the drainage areas that drain to the Storm System or to adjacent watercourses because these areas do not drain to the Storm System or to adjacent watercourses. These roof areas are included at the bottom of the spread sheet to demonstrate that all areas included under pre-development conditions are also included under post-development conditions.

### ROOF DRAINAGE

Low Impact Development (LID) techniques have been utilized in the design of the roof drainage systems to insure that, where possible, roofs downspouts discharge to splash blocks which spread the roof runoff onto adjacent lawn areas graded to disperse the storm water runoff over lawn and wooded areas of sufficient size to provide filtration and absorption, thereby removing pollutants and reducing the storm water flow created by the roofed areas. 28.5 of the 41 house roofs utilize this method of LID to minimize impacts on adjacent properties, wetlands and watercourses. The lawn and wooded areas downgradient of these houses are labeled as QPA or Qualified Pervious Area and notes on the plans and requirements in the Homeowners Association documents prohibit the establishment or construction of any impervious areas in a QPA without Permit from the Planning and Zoning Commission of the Town of Windsor Locks.

The 12.5 roofs that could not take advantage of this LID methodology utilize underground retention/absorption systems to retain and absorb 100% of the rainfall runoff from the roofs up to and including the runoff from a 25-year design storm. Each system will consist of the installation of a StormTech SC-740 plastic chamber set in a stone filled excavation. The excavation will be lined with a geo-technical fabric to prevent the infiltration of fines into the stone and eliminate any related compromise of the system's function.

Accordingly, the 2024 Connecticut Stormwater Quality Manual requirements for addressing WQV from the roofs of every building were addressed by retention/absorption systems serving all homes that did not provide a QPA and the associated filtration and absorption. This will capture and reduce pollutants and significantly reduce or eliminate excess stormwater flow. This results in the WQV from all areas being appropriately addressed except for those areas draining directly to the road drainage system, consisting of the road pavement, paved driveways and parking areas, sidewalks and the adjacent lawn areas consisting primarily of front lawns.

### **RETENTION/ABSORPTION SYSTEMS ALONG THE ROAD PROVIDING WQV**

To maximize and localize the treatment of the required WQV, each pair of catch basins are hydraulically separated from the main storm drainage line running along the road by an overflow weir and are cross connected by an 18" diameter perforated HDPE pipe laid flat and set in stone, all wrapped with geotechnical fabric. The catch basin not adjacent to the main storm drain (generally on the opposite side of the street) is connected to three plastic StormTech SC-740 underground retention/absorption units set in stone via an 18" diameter perforated HDPE pipe laid flat and set in stone, all wrapped with geotechnical fabric.

Storm water runoff from the upgradient areas will run into the two catch basins, which have 4' deep sumps, and will then drain, via hooded inlets and hooded outlets, into the connected 18" diameter perforated HDPE pipe set in stone and the three plastic StormTech SC-740 underground retention/absorption units set in stone. Upon the storm waterflow entering the system, absorption into the sandy soils will start and will increase as the water rises until the level of water reaches the top of the stone around the StormTech SC-740, which elevation is the same as the elevation of the top of the stone around the 18" perforated HDPE pipe and the elevation of the overflow weir. At that time, the WQV of the retention/absorption system is fully utilized and storm water will overflow the weir and run downgradient in the storm system, eventually reaching the reconstructed man-made farm pond where additional WQV will be provided.

The effective WQV of these retention/absorption systems at each set of catch basins has been calculated as the volume of the voids in the 18" perforated pipes, the volume of the void in the StormTechSC-740 units, the volume in the catch basins above the flowline of the 18" perforated HDPE pipe and below the overflow weir and the volume of the voids in the stone surrounding the system. The total WQV provided at each set of catch basins is more than indicated on the CALCULATE WQ VOLUMES spreadsheet due to the volume of stormwater removed from the retention/absorption system by infiltration into the surrounding soils during the time it takes the runoff from the WQV storm to fill the retention/absorption system. Unfortunately, the dynamic WQV runoff generated by a true 1.3" rainfall event is significantly less than the required static WQV calculated via the 2024 Connecticut Stormwater Quality Manual formula. Accordingly, the actual volume of runoff from a true 1.3" rainfall event and the volume of the WQV absorbed by the retention/absorption systems had been ignored and the static WQV calculated by the State formula has been used throughout this analysis and report.

## RETENTION/ABSORPTION SYSTEM AT THE CUL-DE-SAC

Much more than 100% of the WQV required at the catch basin at the cul-de-sac (#141) is provided by a retention/absorption system consisting of a length of 48" diameter perforated HDPE set in stone and wrapped with a geotechnical fabric to prevent the intrusion of silt and sediment and the reduction of capacity over time. A Barracuda® Hydrodynamic Separator is proposed between catch basin #141 and the retention/absorption system to allow easy access for cleaning and maintenance and to reduce the pollutant load on the downgradient retention/absorption system. This retention/absorption system has been designed to retain and absorb 100% of the storm water runoff from all design storms draining to the cul-de-sac including the 100-year design storm, thereby ensuring no increase in the discharge to the brook draining from the north and running through our site just to the west of the proposed developed area.

The roofs draining to this brook are non-DCIA as they all drain to sandy soils which will either be planted to lawn or remain covered with existing vegetation. The HydroCAD analysis shows the total discharge to the subject brook from the area of the proposed cul-de-sac and adjacent homes during a 25-year design storm under existing conditions to be 0.08cfs and under proposed conditions to be 0.07cfs. Flows for the 100-year design storm are 0.45cfs and 0.39cfs, respectively. There is no increase in flow anticipated from this area during any design storm as these flows are essentially identical.

Should there be a slight increase in runoff from the roof areas during an intense design storm due to saturation of the lawns and adjacent vegetated areas, this small increase in flow will reach the brook well before the time of the peak storm flow occurs in the brook because the time of concentration in the brook to the point of the cul-de-sac discharge is close to an hour while the time of concentration from the area of the cul-de-sac 16.6 minutes under proposed conditions.

## ADDITIONAL WATER QUALITY UNITS

There are three separate sections to the proposed drainage system: east of the low point in the proposed road, the central system immediately west of this low point, and the area at the cul-de-sac. A Barracuda® Hydrodynamic Separator is proposed within each drainage system to further reduce pollutant loads on downgradient wetlands and watercourses. The location of each Barracuda® Hydrodynamic Separator is proposed to provide easy access for cleaning and maintenance and to provide efficient pollutant removal. The Barracuda® Hydrodynamic Separator treating stormwater runoff on the easterly portion of the drainage system is proposed just before the storm drainage system drains into the reconstructed man-made pond. The Barracuda® Hydrodynamic Separator treating stormwater runoff from the central portion of the drainage system is proposed just before the storm drainage system drains into the reconstructed manmade pond and the location of the Barracuda® Hydrodynamic Separator at the cul-de-sac is proposed between this catch basin and the retention/absorption system, close to the road for easy access and maintenance.

## WATER QUALITY VOLUME

To protect this site and adjacent properties, wetlands and watercourses from the discharge of sediment and pollutants, the project will meet the requirements of the 2024 Connecticut Stormwater Quality Manual which requires the installation of structural and non-structural measures to remove and reduce pollutants. To determine the required WQV for these remaining areas, we refer to the

"The Water Quality Volume (WQV) concept is based on the "first flush" principle, which assumes that most pollutants in stormwater runoff are conveyed in the initial portion of a storm event. As such, the WQV is the volume of runoff generated by the water quality storm. The water quality storm is defined as the 90th percentile rainfall event (accounting for 90 percent of all 24-hour storms on an average annual basis). The runoff volume associated with the 90th percentile rainfall depth roughly corresponds to the volume of runoff that is infiltrated in a natural condition and thus should be managed on-site to restore and maintain pre-development hydrology for duration, rate, and volume of stormwater flows. Prior to this update, the water quality storm was defined as the 1-inch storm. This version of the Manual replaces the previous 1-inch water quality storm with an updated 90th percentile rainfall depth of 1.3 inches." ( Underline and bold added".

The Manual requires addressing "WQV", which is defined as "volume of runoff generated by the water quality storm". which updated in the Manual to be the runoff a rainfall depth of 1.3 inches. The manual goes on to provide a formula to be used to calculate WQV. The Manual states:

The WQV is calculated using the following equation:

$$WQV = \frac{(P)(R)(A)}{12}$$

where:

WQV = water quality volume (cubic feet)

P = 1.3 inches (90th percentile rainfall event)

R = volumetric runoff coefficient =  $0.05 + 0.009(I)$

I = post- development impervious area (percent) after application of non-structural LID site planning and design strategies and before application of structural stormwater BMPs

A = post-development total drainage area of site or design point (square feet)

The 2024 Connecticut Stormwater Quality Manual states that the WQV is the volume of runoff generated by the water quality storm and that the water quality storm has a rainfall depth of 1.3 inches, however the WQV equation yields a WQV significantly higher than that calculated by applying a dynamic 1.3" rainfall event to any number of drainage areas requiring QWV retention. Additionally, while all WQV retention/absorption systems rely on absorption over time to drain the system, the State formula does not calculate or provide for the WQV provided through absorption while the system is filling to its required volume.

Accordingly, since a dynamic calculation is not acceptable due to the significantly greater WQV calculated by the formula and since, the formula does not recognize the WQV provided by absorption during filling of the retention/absorption systems, this analysis will utilize the

2024 Connecticut Stormwater Quality Manual formula in calculating required and provided WQV even though the results of this approach are extremely conservative.

### CALCULATE REQUIRED AND PROVIDED WQ VOLUMES

Utilizing the data for the drainage areas draining to each catch basin from the DRAINAGE AREA spread sheet, a separate CALCULATE WQ VOLUMES spreadsheet was created to calculate the required WQV at each pair of catch basins along the road using the formulas and methodology specified in the 2024 Connecticut Stormwater Quality Manual.

The CALCULATE WQ VOLUMES spread sheet calculates the required WQV at each storm inlet and shows the WQV provided by each retention/absorption system. WQV provided includes only the WQV provided by the retention/absorption systems and no credit has been taken for the treatment of DCIA provided by the Barracuda® Hydrodynamic Separators provided at each point of discharge from the storm drainage system.

The difference between the total required WQVs and the total provided WQVs is the deficiency that is unable to be provided within the roadway drainage system due to the concentration of underground utilities including sewer and water laterals, underground electric cable and phone/internet services, roof runoff retention/absorption system and the topography of otherwise unencumbered land. The percentage of the required WQV that has not been satisfied by the provided WQV along the road is the same as the percentage of total DCIA that remains as untreated DCIA. The provided WQV is 67% of the required WQV. Accordingly, 67% of the DCIA has been treated and 33% remains untreated. Total DCIA is 72,249 sf and untreated is therefore 33% or 24,172 SF

A minimum of 2" of runoff from the untreated DCIA is required in the static pool of the proposed manmade pond. This yields a required volume of the static pool of 4,029 cubic feet. This deficiency in required WQV will be provided by using a wet pond with a forebay, the volume of which will not be considered as a portion of the volume necessary to treat DCIA, and a permanent pool (physical storage volume) of at least 2"x Untreated Directly Connected Impervious Area (DCIA). The proposed reconstructed man-made pond will have a forebay with an initial depth of 5.5 feet and an initial volume of 7,485 cubic feet and a static pool with a depth of 8 feet and a static volume of 50,599 cubic feet, or more than 12 times the required volume to treat the previously untreated DCIA. This significant excess volume with aid in removing pollutants from the project flow and the storm water discharged from Area 39.

### REDUCTION OF POLLUTANTS

To reduce the pollutants created by chemical pesticide/herbicide and fertilizer applications to ornamental plantings and lawn areas within the project, the applicant has adopted the "Lukas Pond Condominium Integrated Ornamental and Turf Pest Management Program". No reduction in calculation of required or provided Water Quality Volume has been taken due to the implementation of this plan but the decrease in initial pollutants resulting from application of the plan will result in a more efficient removal of the pollutants that do exist.

## WASTES & LITTER

The project will also be subject to the "Construction Waste & Litter Control Plan". The owner adopts these strict "WASTE CONTROL" and "NO LITTER" policies which will be required of all Contractors and Tradesmen, and the "Waste, Recycling & Litter Control Plan" which the owner adopts together with the strict "WASTE CONTROL" and "NO LITTER" policies which will be provided to each purchaser with an admonition to work with their neighbors to keep Lukas Pond clean and beautiful. Since these are an offer to the Wetlands Commission and the Planning Commission of restrictions on the function and activities within this property, they are enforceable by same on all future owners and residents.

## EXISTING STORMWATER FLOW FROM NORTHEAST

The brook that transects the site flowing from northeast to southwest receives the stormwater runoff from the abutting property immediately to the north as well as from 192.76 acres of land lying generally to the east of Ella Grasso Turnpike, south of Elm Street, west of Southwest Avenue and north of Fairfield Drive developed to commercial, industrial and residential uses. This drainage area is shown as AREA 39 on a plan prepared by Windsor Locks Stormwater Consulting Services titled: "Windsor Locks Catchment Basins Hydraulic Connectivity with Transmissive and Impervious Areas". This plan shows the location of catch basins within this area but has no other information concerning the drainage system. Area 39 is defined as containing 196.72 acres with 73.36 (37%) of Impervious Catchment Area and 123.36 acres (63%) of Transmissive Catchment Area (pervious areas). The storm drainage system draining Area 39 discharges through a 48-inch diameter corrugated metal pipe approximately 450 feet northeasterly of our northerly property line. This pipe is virtually flat; however, it is assumed that it was designed and initially installed with some pitch.

The storm drainage system, from the high point at the far reach of the system, following primarily local streets to the 48" diameter outlet, is 3600+- feet in length. The elevational difference between the drainage pipe at the upper reaches of Area 39 (FL = 157+-) to this culvert (FL 136+-) is 21 feet. Approximately 3' is lost to matching crowns, yielding a total drop along the piping of 18 feet yielding an average pitch of 0.5%. Since larger pipes are usually laid flatter than smaller pipes found in the upper reaches of a watershed, a pitch of 0.25%, the average between the 0.0% pitch measured in the field and the average slope in the drainage system, has been utilized for the 48 " pipe in these calculations.

To determine the sheet flow portion of the time of concentration for this drainage system, an area of rear yards between the rear of house #18 Halfway House Road and 427 Denison Street as shown on the Town GIS mapping was examined. This area, typical of much of the area, drains from a high point in the rear yards toward Halfway House Road, contains approximately 0.4 acres, has a slope of approximately 0.006 and a flow length of 240 +- feet, yielding a time of sheet flow of 42.5 minutes.

To determine the piped flow portion of the time of concentration, it was assumed that the average pipe in the drainage system is 24 inches in diameter and is a concrete pipe. A 24" concrete pipe @ 0.50% has a cross-sectional area of 3.14 sf, a capacity of 17.33 cfs, and a

flow velocity of 5.5 fps. This velocity is the same for a pipe flowing full or a pipe flowing half full. Assuming that this is the average flow velocity throughout the storm yields a travel time along the 3,600 feet of pipe of 655 seconds or 10.9 minutes for a total time of concentration of 53.4 minutes.

The current Subdivision Regulations, and several pre-existing Subdivision Regulations, require the use of a 25-year design storm for drainage systems serving residential areas. Accordingly, it is assumed that the existing drainage system serving Area 39 system was designed for a 25-year storm and the contributing pervious and impervious areas yield a design flow that equals or approaches the maximum capacity of the existing 48" diameter metal pipe. A 48" diameter metal pipe at 0.25% has a full barrel capacity of 37.35cfs, however, that is not its maximum capacity, which the HydroCAD model calculates at 40.17cfs (108% of Manning's capacity).

Most of the watershed of Area 39 is quite flat and most of the front portions of the roofs and virtually all the rear portions of the roofs drain onto rather large sandy flat lawns, resulting in these roof areas being non-directly connected impervious areas (non-DCIA). As such, these non-DCIA roofs and flat lawn areas contribute little to the storm water runoff from the site and, in order to create a HydroCAD model of Area 39 representing actual flow conditions, the calculated time of concentration of 53.4 minutes was held and sub-catchment S48 was created with the directly connected impervious areas and pervious areas provided by the Windsor Locks Stormwater Consulting Services document titled: "Windsor Locks Catchment Basins Hydraulic Connectivity with Transmissive and Impervious Areas" reduced proportionally to the point where the calculated flow from sub-catchment S48 causes a flow in the 48" metal pipe equal to the maximum hydraulic capacity of a 48" diameter metal pipe. Sub-catchment S39 in the HydroCAD model is created to provide a flow during a 25-year design storm equal to the discharge from the existing 48" diameter CMP flowing at maximum capacity, which flow would equal the flow from Area 39 during a 25-year design storm as described above. Any increase in the area of Sub-catchment S48 results in the HydroCAD software stating that a volume of water is retained above the inlet of the 48" diameter metal pipe.

The possibility of additional head on the storm drainage system creating a pressure flow situation, yielding a higher discharge from the 48" pipe was considered, however, due to inlet control restrictions on flow, some head is required to reach full barrel flow and any additional head would cause the storm water to rise above the tops of the catch basins and pond at the many low points within Area 39 drainage area. Accordingly, Area 39 has been modeled to produce the afore mentioned 40.17cfs during a 25-year design storm and the HydroCAD model and software will automatically calculate flows for the other design storms being examined.

#### **METHODOLOGY OF DRAINAGE CALCULATIONS**

The attached study utilizes this rainfall data and SCS TR20 methodology and HYDROCAD software to determine the rates of storm water flow pre-development and post-development conditions. A computer model of the pre-development conditions and a second computer

model of the post-development conditions were created to analyze the entire site and all upgradient drainage areas under existing and proposed conditions. The 2, 5, 10, 25, 50 and 100-year design storm events were routed through the models to determine the pre-development and post-development rates of storm water runoff.

### SUMMARY

The application of LID (Low Impact Design) to the roof areas results in most roofs being considered non-directly connected impervious areas (non-DCIA, draining to lawn and other vegetated areas). The retention/absorption systems provided for the balance of the roofs provide more than 100% of the WQV (Water Quality Volume) required for these roofed areas. The storm water runoff from areas draining directly to the road drainage system (the road pavement, paved driveways and parking areas, sidewalks and the adjacent lawn areas consisting primarily of front lawns) are directed to a retention/absorption system proposed at each pair of catch basins and an additional retention/absorption system proposed at the cul-de-sac. These systems treat, in total, 67% of the required WQV for this development. A Barracuda® Hydrodynamic Separator is proposed within each drainage system to further reduce pollutant loads on downgradient wetlands and watercourses, however, no credit against the required QWV has been taken for the installation of these units.

The balance of the required WQV is provided by a permanent pool in the reconstructed man-made pond. The provided WQV is 67% of the required WQV, therefore 67% of the DCIA has been treated and 33% remains untreated. Total DCIA is 72,249 sf, therefore 33% of the untreated DCIA is 24,172 SF. The proposed reconstructed man-made pond will have a static pool with a static volume of 50,599 cubic feet, or more than 12 times the required volume to treat the previously untreated DCIA. This significant excess volume with aid in removing pollutants from the project flow and the storm water discharged from areas outside of the Lukas Pond development draining to the reconstructed man-made pond. Accordingly, the requirements of the 2024 Connecticut Stormwater Quality Manual are more than met by this proposal.

The two existing streams crossing the site create a significant challenge to the design of appropriate storm water management infrastructure as the areas draining to these two streams is almost 40 times the total area proposed for development. The significant retention/absorption systems have a large impact on the more frequent storms, reducing the flows from the 2-year design storm by just over 50% and the 10-year design storm by just over 33%. Other storms are more difficult to reduce because almost all the storm water flow originates off site and drains onto our property, however these storms will experience a post-construction reduction in flow. Of equal importance is the reduction in sediments in the storm flow provided by the large forebay in the new manmade pond and the WQV treated in the oversized permanent pool in the reconstructed man-made pond.

Existing and Proposed Flows are as Follows:

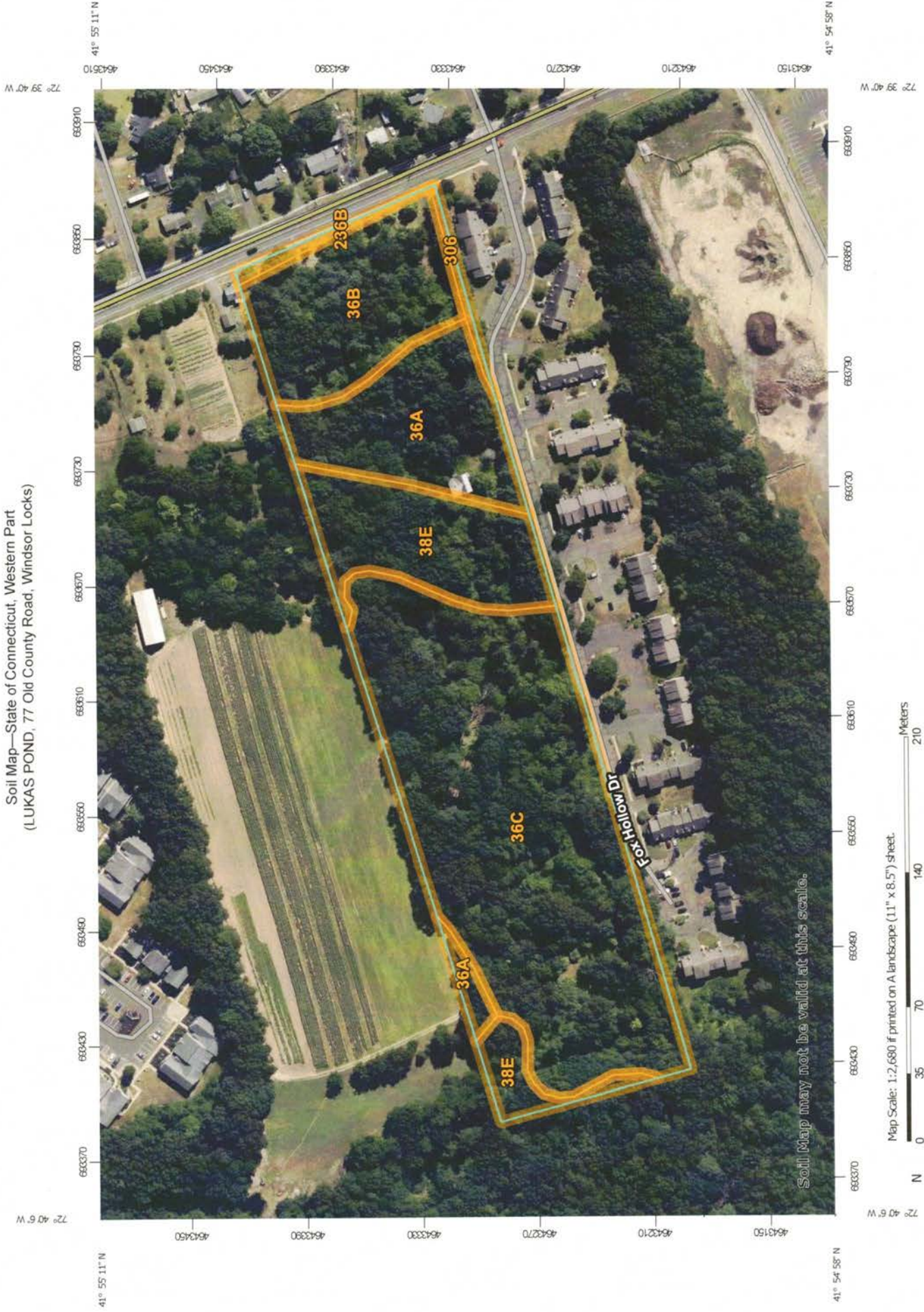
Storm	Existing Flow (cfs) From this Site	Proposed Flow (cfs) From tis Site
2	4.95	2.41
5	14.21	8.37
10	24.77	16.57
25	40.51	32.73
50	41.70	39.12
100	45.81	40.64

To control the Quality of the Storm Water Runoff during construction, the plans show the installation of temporary sedimentation traps with perforated risers prior to the discharge of stormwater to wetlands, watercourses, or to adjacent areas. Additionally, just prior to the discharge from each section of the storm drainage system, a Barracuda® Hydrodynamic Separator, positioned to allow easy access and cleaning, is installed to remove additional sediment and pollutants. The proposed STORMWATER INSPECTION AND MAINTENANCE protocol and the LUKAS POND STORMWATER SYSTEM / WETLANDS MAINTENANCE CHECK LIST will ensure proper inspection, identification of minor situations prior to their becoming major problems and protect the wetlands and watercourses.

This study demonstrates that the site has been designed to minimize concentrated flows, reduce peak flows, minimize soil erosion, maximize absorption by the soil and increase retention in the existing man-made farm pond and meet the 2024 Connecticut Stormwater Quality Manual while allowing reasonable development of the site.



Soil Map—State of Connecticut, Western Part  
(LUKAS POND, 77 Old County Road, Windsor Locks)



Soil Map may not be valid at this scale.

Map Scale: 1:2,680 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 18N WGS84

## MAP LEGEND

 Area of Interest (AOI)	 Spoil Area
 Soils	 Stony Spot
 Soil Map Unit Polygons	 Very Stony Spot
 Soil Map Unit Lines	 Wet Spot
 Soil Map Unit Points	 Other
<b>Special Point Features</b>	 Special Line Features
 Blowout	<b>Water Features</b>
 Borrow Pit	 Streams and Canals
 Clay Spot	<b>Transportation</b>
 Closed Depression	 Rails
 Gravel Pit	 Interstate Highways
 Gravelly Spot	 US Routes
 Landfill	 Major Roads
 Lava Flow	 Local Roads
 Marsh or swamp	<b>Background</b>
 Mine or Quarry	 Aerial Photography
 Miscellaneous Water	
 Perennial Water	
 Rock Outcrop	
 Saline Spot	
 Sandy Spot	
 Severely Eroded Spot	
 Sinkhole	
 Slide or Slip	
 Sodic Spot	

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: State of Connecticut, Western Part  
Survey Area Data: Version 2, Aug 30, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 14, 2022—Oct 6, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
36A	Windsor loamy sand, 0 to 3 percent slopes	1.9	15.0%
36B	Windsor loamy sand, 3 to 8 percent slopes	1.9	15.4%
36C	Windsor loamy sand, 8 to 15 percent slopes	6.6	52.7%
38E	Hinckley loamy sand, 15 to 45 percent slopes	1.9	15.6%
236B	Windsor-Urban land complex, 0 to 8 percent slopes	0.1	0.8%
306	Udorthents-Urban land complex	0.1	0.6%
<b>Totals for Area of Interest</b>		<b>12.5</b>	<b>100.0%</b>





# SOIL SCIENCE AND ENVIRONMENTAL SERVICES, INC.

545 Highland Avenue • Route 10 • Cheshire • Connecticut • 06410 • (203) 272-7837 • Fax (203) 272-6698

## SOIL REPORT

TO: Ed Lally & Associates  
111 Prospect Hill Road  
Windsor, CT 06095-1675

SSS Job No. 03-321-CT-WLK-1  
Client Job No. \_\_\_\_\_  
Site Inspection Date July 14, 2003

PROJECT TITLE AND LOCATION 177 Old County Road, Windsor Locks, CT

PROJECT DESCRIPTION: *Inland wetland identification and classification of soils*

### METHOD FOR IDENTIFICATION OF MAP UNITS

#### Wetlands

- Field marking (flagging) for survey.*  
 *Field plotting on* Topographic Map, scale: 1"=100', contour: 2 ft.  
 *Field plotting on aerial photography.*

#### Non Wetland Soils

- High intensity field identification by Soil Scientist.*  
 *Medium intensity identification from USDA, Soil Conservation Service Soil Maps.*

### METHOD OF SOIL IDENTIFICATION

- Spade and Auger*  
 *Deep test pits (backhoe)*  
 *Other* \_\_\_\_\_

### SOIL MOISTURE CONDITION

- Dry*  *Moist*  *Wet*

Frost Depth \_\_\_\_\_ in.

Snow Depth \_\_\_\_\_ in.

*The classification system of the National Cooperative Soil Survey, USDA, Soil Conservation Service and the County Identification Legend were used in this investigation. The investigation was conducted by the undersigned Certified Soil Scientist.*

*All wetland boundary lines established by the undersigned Soil Scientist are subject to change until officially adopted by local, state or federal regulatory agencies.*

Respectively submitted by

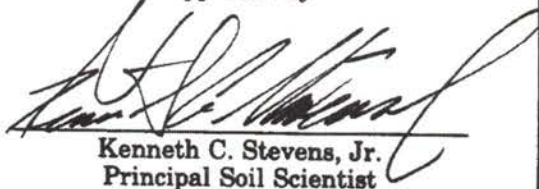
SOIL SCIENCE AND ENVIRONMENTAL SERVICES, INC.

  
Soil Scientist

Field Investigator

Thomas W. Pietras

Approved by

  
Kenneth C. Stevens, Jr.  
Principal Soil Scientist

See attached page(s)

# SOIL REPORT *continued*

PROJECT TITLE: 177 Old County Road, Windsor Locks, CT

## MAPS/PLANS TRANSMITTED TO CLIENT

- Sketch location of Wetlands and other Soil Types.  
 None

## NUMBERING SEQUENCE OF WETLAND BOUNDARY LINE MARKERS

1 THRU 30; 31 THRU 48; 49 THRU 58; 59 THRU 69; 100 THRU 130/30

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## SUMMARY SOIL DESCRIPTIONS

### Wetland Soils

Rumney sandy loam (Ru). This is a poorly drained, moderately coarse over coarse textured, friable over loose alluvial soil developed on floodplains. In 1979, this soil was reclassified in CT to the Rippowam fine sandy loam.

Walpole loam (Wc). This is a poorly drained, medium over coarse textured, friable over loose glacial fluvial (outwash) soil.

### Non-Wetland Soils

Made land (Ma). This is a well to moderately well drained, disturbed soil that has had two feet or more of its original soil surface excavated or filled.

Sudbury fine sandy loam (Ss). This is a moderately well drained, moderately coarse over coarse textured, friable over loose glacial fluvial (outwash) soil.

Windsor loamy fine sand (Wv). This is an excessively drained, moderately coarse over coarse textured, loose glacial fluvial (outwash) soil.

For further information about the soils, refer to Soil Survey of Hartford County, Connecticut.

Calculate Wetlands Fee

# LUKAS POND

Old County Road

## Calculate Wetlands Fee

### List of Disturbances

Location	Area
Wetlands and 80' Upland Review Area at western brook	
Impact to	
Watercourse	112 sf
Adjacent Wetlands	546 sf
80' Regulated Area	10,560 sf
Total Impact this Location	11,218 sf
Wetlands and 80' Upland Review Area at Road Crossing and Pond	
Impact to	
Wetlands at Silted in Man-made Pond	10,857 sf
Rip-rap channelized brook upstream of Pond	700 sf
Wetlands upstream of Pond	15,244 sf
Brook and Wetlands downstream of Pond	4,748 sf
80' Regulated Area	69,440 sf
Total Impact this Location	100,989 sf
Total Impact this project	112,207 sf

Impacts to the Rip-rap channelized brook, the Silted in man-made Pond and the Brook and Wetlands downstream of Pond were previously made, however, these areas will be impacted with this proposal to reconstruct the pond and its outlet and to stabilize the area.

	Area	Fee
Base Fee	\$150	\$150
Schedule A Fee		
Disturbance of a Regulated Area including Regulated Uplands		
First 1,000 sf of disturbance	\$75/1000 sf	1,000 \$75
Disturbance over 1,000 sf up to 5,000 sf	\$20/1000 sf	4,000 \$80
Disturbance over 5,000 sf	\$14/1000 sf	107,207 \$1,501
State Fee is \$60	\$60	\$60
Total Wetlands Fee		\$1,866

**Lukas Pond  
Old County Road  
Windsor Locks, CT**

**Integrated Pest Management Control Plan  
Construction Wastes and Litter Control Plan  
Wastes, Recycling and Litter Control Plan**

**PREPARED BY**

**ED LALLY AND ASSOCIATES, INC.  
111 PROSPECT HILL ROAD  
WINDSOR, CONNECTICUT**

**March 2026**



# Lukas Pond Condominium Integrated Ornamental and Turf Pest Management Program

March 2026



Adapted from the  
State of Connecticut  
Department of Energy & Environmental Protection  
Pesticide Management Program  
79 Elm Street  
Hartford, CT 06106

The Department of Energy & Environmental Protection has developed a model plan with the assistance of the University of Connecticut Cooperative Extension Service and the Connecticut Agricultural Experiment Station to assist with the development of comprehensive integrated pest management programs at state departments, agencies and institutions as outlined in Connecticut General Statutes Section 22a-66l.

Ed Lally and Associates, Inc. has adapted this plan for use by Lukas Pond Condominium Association, Inc.

Integrated Pest Management (IPM) is defined as the use of all available pest control techniques including judicious use of pesticides, when warranted, to maintain a pest population at or below an acceptable level, while decreasing the unnecessary use of pesticides.

The primary goal of IPM is to reduce the amounts of pesticides applied by using alternative methods of pest control which may include structural maintenance, sanitation and mechanical or biological control. These methods will help to eliminate conditions that are favorable to pest infestation, making their survival more difficult.

Please consult with your landscape pest control provider, University of Connecticut Cooperative Extension Service or the DEEP Pesticide Management Program for technical assistance if needed.

Section 22a-66l of the Connecticut General Statutes states:

(d) The Commissioner of Environmental Protection may provide model pest control management plans which incorporate integrated pest management for each appropriate category of commercial pesticide certification which it offers. The commissioner shall, within available resources, notify municipalities, school boards, and other political subdivisions of the state of the availability of the model plans for their use. The Commissioner of Environmental Protection shall consult with any state agency head in the development of any such plan for properties in the custody or control of such agency head.

(e) The Commissioner of Environmental Protection, in consultation with the Commissioner of Public Health, shall adopt regulations in accordance with the provisions of chapter 54 establishing requirements for the application of pesticides by any state department, agency or institution. Such regulation shall include provisions for integrated pest management methods to reduce the amount of pesticides used. Notwithstanding the provisions of this section and any regulations adopted under this section, a pesticide may be applied if the Commissioner of Public Health determines there is a public health emergency or the Commissioner of Environmental Protection determines that such application is necessary for control of mosquitoes.

(f) The Commissioner of Environmental Protection shall develop and implement a program to inform the public of the principles of integrated pest management and to encourage its application in private properties.

Lukas Pond Condominium Association, Inc. shall contact the Commissioner of Environmental Protection on an annual basis during March to request a copy of the Department of Environmental Protection's current Model Pest Control Management Plan and shall adopt the current version, modified as this version has been, as the Lukas Pond Condominium Association, Inc. Integrated Pest Management Plan in place of this plan.

## **Integrated Pest Management Plan**

### **Lukas Pond Condominium Association, Inc.**

#### **Ornamental & Turf Program**

The Lukas Pond Condominium Association, Inc. property at 77 Old County Road, Windsor Locks, will be inspected by a State Certified Pesticides Applicator (SCPA) annually for the purpose of identifying areas of pest infestation (weed, insect & disease) on the property, making recommendations for corrective measures that should be implemented and developing a comprehensive integrated pest management (IPM) plan. The IPM plan shall utilize all methods of pest control, which may include modifying cultural practices, monitoring for pest populations, mechanical and biological control, and the judicious use of pesticides. If possible, pesticides will not be applied on a routine basis; however, they may be used as a tool to maintain pest populations at or below an acceptable level while maintaining plant health and aesthetic quality.

The selection of pesticides that may be used will be based on a pre-determined hierarchy that will utilize least toxic products as first choice. Whenever practicable, biological controls such as predatory insects, beneficial nematodes or microbial pesticides will be used. Proper implementation of this program will reduce the volume, toxicity, and frequency of application of pesticides and other chemicals, thereby reducing negative environmental impact and the risk of potential exposure of building occupants and visitors to the grounds who may be sensitive to their use.

The SCPA and the MANAGER of the Lukas Pond Condominium Association, Inc. property shall meet to discuss areas that have been problematic or sensitive. (e.g.: wet, shady and/or high traffic areas or areas where there is a history of high pest pressure) Areas that are sensitive to pesticide use will also be discussed. (e.g.: wetlands storm water retention area, grassland bird habitat, areas within 150 feet of a wetlands or watercourse, etc.)

Once these areas have been identified, the SCPA and the MANAGER will discuss various pest control options and determine the speed of control necessary as well as threshold/action levels based on pest population, species, plant health and aesthetic considerations.

The SCPA will submit recommendations for corrective measures in writing to the MANAGER specifying action that should be taken by the facility (e.g.: correct drainage/runoff problems, modify irrigation schedules, change mowing height, etc.) prior to the application of any pesticides. The MANAGER is responsible for scheduling and coordinating maintenance activities at the facility and will act on the recommendations as soon as possible. The MANAGER will report in writing which recommendations will not be followed and state the reason if no action is to be taken. Otherwise, all IPM methods that are recommended will be followed.

Pest control services will be supervised and performed by State Certified individuals whose names and certification numbers will be recorded on all IPM Monitoring and Pesticide Application records. The IPM program will start on April 1 of each year with a service call to the SCPA and an inspection of the project. Subsequent service calls will be performed as needed, depending upon pest pressure. Service calls will be scheduled with the MANAGER and involve a visual inspection of potential problem areas, with the assistance of monitoring devices where appropriate and application of pesticides where pest populations exceed threshold levels.

Records will be completed by the SCPA and forwarded to the MANAGER at the conclusion of each service call and will include written recommendations of corrective measures that need to be made by building maintenance personnel.

The certified supervisor will monitor/scout the project on a regular basis between April 1 and September 30. Additional monitoring may be required during peak periods (June-August) to monitor for weeds and diseases. Off-season (October-March) monitoring may also be scheduled on an as needed basis.

All pest problem areas and written recommendations for structural, sanitary, or procedural modifications will be recorded on "**Ornamental & Turf Pesticide Application Record /Monitoring Report**" forms. These forms will be kept in a file that will be maintained in the office of the MANAGER. Additional records that will be maintained in the SCPA's file will include a copy of this plan, copies of all water sample analysis reports, a diagram indicating the placement of all pest monitoring devices and copies of the pesticide product label information provided at the time of contract by the SCPA.

*\*\*\*The certified supervisor shall conduct a follow up inspection to confirm the presence of the pest(s) and verify damage level estimates prior to any widespread application of pesticide if the landscape/pest control technician (LPCT) has identified weed, insect, and/or disease infestation.\*\*\**

The LPCT will review IPM Monitoring Forms provided by the SCPA at the beginning of each service call. The Forms will be maintained in the MANAGER's office and will serve as a tool to facilitate communication between all personnel and the LPCT. All pest sightings should be reported in the IPM Monitoring Forms and should include specific information as to the location and type of pest, if known. Whenever possible, a sample will be provided to the SCPA or the LPCT for identification purposes.

## TURF PLAN

Best management practices will be implemented at all times in an effort to maintain turf health and appearance. Turf will be mowed to a 2"- 3" height or as high as possible on a weekly/bi-weekly basis. Mowing should be done when the grass is dry to avoid spread of turf diseases. Mower blades should be maintained with sharp cutting edges to avoid excessive wounding and stress of the turf-grass.

Upon implementation of the IPM program, prior to the application of any fertilizer or pesticides, soil samples will be collected by the LPCT and analyzed to assess soil fertility and pH. Soil samples will also be collected and analyzed annually to assess soil fertility and pH. Annual sampling will be performed in late fall or early spring after the frost has left the ground. Amendments will be made to the soil as recommended by the analysis reports. Proper soil pH and fertility will help to prevent many turf-grass diseases and promote plant vigor, thereby reducing the occurrence of insect and weed invasion.

When practicable, organic low or no phosphorous fertilizers may be used, otherwise, fertilizer with 50% slow-release nitrogen shall be utilized. Fertilizer should be applied no later than October 15. Late fall applications of lime will be avoided, if possible, to reduce the risk of snow

mold. Over-fertilization may result in an increase of some plant diseases, more frequent mowing, increased thatch layer and risk of leachate into groundwater in some circumstances.

Watering may be done once a week to moisten soils to a depth of 6" between the hours of 5:00 am and 8:00 am. The second-best time to water is late evening/early morning after the dew has fallen. Watering in the evening is not recommended on hot, humid nights because it may increase the occurrence of diseases. Necrotic ring spot and summer patch may be prevented by keeping the upper soil layers moist.

A thatch layer up to 1/2-3/4 inches thick is beneficial. An excessive layer is undesirable because it will block moisture, fertilizers, and/or pesticides from reaching the root zone of the turf. Over-development of thatch can be prevented by reducing fertilizer applications and maintaining proper soil pH. If de-thatching is necessary, it will be done mechanically during the spring or late summer (September) when grasses are actively growing and can recover quickly.

Fertilizer applications should be performed when grasses are actively growing, usually late May/early June and late August/early September. Fertilizer applications will not exceed 2-2 1/2 pounds of nitrogen per 1000 square feet per year unless soil sample analysis reports indicate a necessity to amend the soil.

### **Turf Insects**

Visual inspection of the turf areas will be done monthly, April through September, by the SCPA to monitor for evidence of chinch bug, sod webworm, billbug, and/or other destructive turf pests. Additional sampling may be performed to confirm the presence of these pests and/or White Grubs.

Applications of insecticide to turf areas will be limited done as a spot treatment instead of a broadcast treatment in an effort to preserve populations of beneficial insects and nematodes. Pesticide application will be considered if monitoring indicates the following pest populations or up to 20% damage can be anticipated.

1) White Grubs	10 Larvae/square foot
2) Chinch Bug	30-50 Nymphs or adults/sq ft or when damage is evident
3) Sod Webworms/Cutworms	Treat only when damage is evident
4) Hyperodes Weevil (annual bluegrass weevil)	Tolerance
5) Black turfgrass ataenius	Tolerance
4) Ticks	Tolerance

Properly selected contact insecticides can be applied to control Japanese beetle, European chafer, Masked chafer, Oriental beetle and/or Asiatic garden beetle or other beetle species during late August/early September when larvae are present.

Properly selected contact insecticides will be applied to control chinch bug, billbug and sod webworm when damage is evident. (Damage periods occur during hot, dry weather - late June/July/early August).

## **Weed Control**

A lawn area that is properly managed should produce dense, thick turf-grass, which ideally will help to prevent invasive weed species from getting established. Some weed growth should be anticipated, and tolerated to some degree. Widespread applications of broadleaf herbicides will not be performed unless weed species have invaded greater than 33% of the entire turf area. Spot applications will be performed to small areas on an as needed basis.

Properly selected herbicides may be applied as a spot application to control annual and perennial broadleaf weeds in the turf. The same product(s) may be applied when and if a widespread application of pesticides is deemed necessary.

Over seeding the area in late summer/early fall with improved turf-grass and raising the mower height during the growing season will help to prevent crabgrass encroachment. A properly selected herbicide may be applied as a post-emergent crabgrass control only when cultural practices have failed and providing that the area is not widespread. This will prevent problems with soil erosion in areas where the crabgrass has been killed off. A properly selected pre-emergent herbicide may be applied the following season to help prevent redevelopment of crabgrass. A properly selected herbicide may be applied as a spot application to control invasive annual grasses. The same product(s) may be applied when and if a widespread application of pesticides is deemed necessary.

The SCPA will perform a complete re-evaluation of any area requiring a broad application of pesticide to assess and re-implement proper cultural practices to maintain turf density and vigor.

## **Disease Management**

Pesticide applications for control of turf diseases will be performed only if evidence of disease has been found and significant areas (**10-15% of the total turf area**) of permanent damage can be anticipated and all proper cultural practices have been employed. The SCPA will discuss pest control options with the **MANAGER** to determine the appropriate course of action.

## **FLOWER BEDS & FORMAL LANDSCAPING**

Best management practices will also be followed for the care and management of all flowerbeds and ornamental plantings. Insect and disease resistant plant varieties will be selected for planting in any flowerbeds and/or formal landscaping areas whenever possible. The LPCT will visually inspect plants for insect and/or disease infestation prior to planting. Plants found to have any infestation will be rejected in an effort to eliminate damage on a large scale. Plants will be planted at the proper depth to avoid plant stress. Mulch will be placed in all garden areas and around individual trees and shrubs. Mulch materials will be placed at sufficient depth to reduce weed growth and help to retain moisture. Mulch placement will also be placed to provide a buffer area to eliminate mechanical damage, which may result from use of string trimmers or mechanical edgers.

Foundation plantings and vines will be trimmed at least 12" away from the building to eliminate

rodent harborage and access to the building and allow for monitoring of rodent activity.

The LPCT will remove and dispose of dead and dying vegetation from plants and plant beds to prevent spread of disease. Leaves will also be raked away to prevent accumulation and development of rodent harborage. Branches and plant material will be properly disposed of at the end of each day that work has been performed.

### **Ornamental Insect Control**

Visual inspections will be conducted during routine maintenance activities and pest monitoring traps will be utilized, where appropriate, to indicate the presence of harmful pests. Wherever pest activity is found and if practicable, infested plant(s) or branches will be washed off using a strong stream of water or removed and properly disposed of.

In an effort to preserve beneficial and predatory insects, pesticides will be applied only on an as needed basis. Application of pesticide may be considered if it is anticipated that pest activity will result in unacceptable levels of damage to ornamental plants. For this facility, up to 15% damage or defoliation to ornamental plants will be considered acceptable.

Pesticide application will be limited to only the infested area(s). General applications of pesticides will not be done. Bio-insecticides, insecticidal soaps, dormant oil or summer oil will be utilized if possible.

The timing of each application will be based first on whether the pest is present and causing damage, the pest life cycle and at what stage the pest is most vulnerable to pesticides. Preventive pesticide applications may be performed only to areas where the previous year's monitoring has shown evidence of insect pests, which may over-winter on ornamental plants.

### **Weed Control**

Hand weeding will be performed in flower gardens and areas of ornamental plantings to minimize application of herbicides. A properly selected herbicide may be applied as a pre-emergent weed control in annual flowerbeds and ornamental shrub gardens. Pre-emergent weed control may also be used in perennial flower gardens where pesticide labeling allows. A properly selected herbicide may be used for post-emergent spot applications

### **Disease Management**

Pesticide applications for control of ornamental diseases will be performed if evidence of disease has been found and significant areas (15% or greater) of permanent damage can be anticipated and all proper cultural practices have been employed.

Preventive pesticide applications may only be performed when the previous year's monitoring has indicated a likelihood of disease or if certain plant species, prone to disease problems, are present. Preventive applications should be made only to specific problem areas

The SCPA will discuss pest control options with the MANAGER to determine the appropriate course of action.

## PESTICIDE PLAN

Pesticides may be applied if pest populations exceed an acceptable level. Priority is given to those pesticides having the lowest toxicity, taking into consideration the method and frequency of application and the risk of exposure to building occupants. Whenever practicable, biological pest control such as predatory insects, beneficial nematodes or microbial pesticides will be utilized. Pesticides selected for possible use are as follows:

**First Choice** (*Products having the lowest toxicity and/or least risk of exposure based on the formulation, method, and frequency of application.*)

**Second Choice** (*Products having moderate toxicity and/or risk of exposure based on the formulation, method, and frequency of application.*)

**Third Choice** (*Products having moderate to high toxicity and/or risk of exposure based on the formulation, method, and frequency of application.*)

**Use of any third choice pesticide product requires written approval of the MANAGER prior to application.**

The SCPA shall submit a list of chemicals anticipated to be utilized during the upcoming year to the Supervising Environmental Analyst, Pesticide Management Program, State Department of Environmental Protection, 79 Elm Street, Hartford, CT, (860-424-3369) who will provide a rating of these chemicals from best to worst, based upon toxicity and/or least risk of exposure based on the formulation, method, and frequency of application.

An appraisal of this IPM program will be conducted annually by the SCPA and the MANAGER. A determination will be made as to the effectiveness of the program and revisions will be made to correct potential problems.

## IPM Monitoring Form

Supervisor (SCPA): \_\_\_\_\_

Certification Number: \_\_\_\_\_

Performer (LPCT): \_\_\_\_\_

Certification Number: \_\_\_\_\_

**Ornamental Checklist**

Area	Host Plant	Size	Stage	Pest	Stage	Damage Site	Damage Level	Natural Enemies	Control Action

**Key to Codes:**

<b>Host Plant Size:</b>	<b>Host Plant Stage:</b>	<b>Pest Stage:</b>	<b>Damage Site:</b>	<b>Damage Level:</b>	<b>Natural Enemies:</b>	<b>Action:</b>
<1 ft. Seedling = 1	seedling = 2	egg = 1	bark = 1	none (0%) = 0	rare = 1	no action = 1
1-3 ft. Tall = 2	budding = 3	early instar = 2	bud = 2	trace (<5%) = 1	few = 2	mechanical = 2
3-6 ft. Tall = 3	flowering = 4	late instar = 3	flower = 3	light (5-10%) = 2	common = 3	cultural = 3
6-8 ft. Tall = 4	fruiting = 8	pupa = 4	fruit = 4	moderate (10-30%) = 3	abundant = 4	biological = 4
>8 ft. Tall = 5	leafing out = 9	adult = 5	foliage = 5	heavy (30-90%) = 4		chemical = 5
	mature = 10	damage or	miner = 6	total damage (100%) = 5		
	dormant = 11	past damage = 6	borer = 7			
			roots = 8			
			dieback = 9			
			gall = 10			

**Turf Checklist**

**Recommendations**

<b>Turfgrass Species Present</b>	Kentucky Bluegrass _____ Tall Fescue _____ Perennial Ryegrass _____ Fine Leaf Fescue _____ Other: _____	
<b>Lawn Establishment</b>	Age: _____ Seed: _____ Sod: _____ Sun: _____ Shade: _____	
<b>Thatch Accumulation</b>	_____ <1/2" _____ 1/2 to 1" _____ >1"	
<b>Turf Density</b>	Thick (TK) Thin (TN) Moderately Thick (MTK) Sparce (SP)	
<b>Turf Color</b>	Dark Green (DG) Light Green (LG) Yellow Green (YG) Turf Dormant (TD)	
<b>Soil</b>	Texture: _____ Depth: _____ Condition: _____	
<b>Weeds</b>	Dandelion _____ Crabgrass _____ Plantain _____ Oxalis _____ Spurge _____ Knotweed _____ Ground Ivy _____ Yellow Nutsedge _____ Other: _____	
<b>Insects</b>	_____ Avg.No./Sq. Ft. _____ Avg.No./Sq. Ft. _____ Avg.No./Sq. Ft. _____ Avg.No./Sq. Ft.	
<b>Disease</b>	Affected Species: _____ %Area of Turf Infected _____ Disease: _____ Affected Species: _____ %Area of Turf Infected _____ Disease: _____	
<b>Cultural Practices</b>	Mowing: _____ Watering: _____	

Comments:





# Construction Waste & Litter Control Plan

## Lukas Pond

The OWNER hereby adopts strict "WASTE CONTROL" and "NO LITTER" policies which will be required of all CONTRACTORS and TRADESMEN.

Contractors and Tradesmen will be sensitized to the importance of their relationship with the environment and local regulations, especially as it related to litter and recycling, and instructed not to litter and to recycle properly.

- Concrete Truck Washout will only occur in the designated Concrete Truck Washout Areas
- Concrete Truck Washout shall be contained where the waste can solidify and water can evaporate
- Weekly inspections of the Washout Areas shall be conducted to assess remaining capacity
- All site and building demolition material shall be immediately placed in construction dumpsters
- No fluid wastes and no prohibited material may be placed in a construction dumpster
- Full dumpsters shall be removed from the site prior to their overtopping
- All litter on site, without regard to its source, shall be collected daily and disposed of properly
- All waste construction material and debris shall be picked up daily and deposited in a dumpster
- Sediment shall be removed as required elsewhere and disposed of in an appropriate location

All waste materials and wastewater shall be disposed of in accordance with Local, State and Federal Law.

# Waste, Recycling & Litter Control Plan

## Lukas Pond

The OWNER hereby adopts strict "WASTE CONTROL" and "NO LITTER" policies which will be provided to each purchaser with an admonition to work with their neighbors to keep Lukas Pond clean and beautiful.

Purchasers will be sensitized to the importance of their relationship with the environment and local regulations, especially as it related to litter and recycling, and instructed not to litter and to recycle properly.

### Homes

- Recycling containers will be provided by the Town of Windsor Locks.
- Recycling shall occur within each of the dwellings and stored in recycling containers.
- Recycling containers shall be stored out of sight from the road or other dwellings.
- Household waste containers will be provided by the Town of Windsor Locks.
- Separation of household waste from recycled materials shall occur within each of the dwellings and stored in household waste containers.
- Household waste containers shall be stored out of sight from the road or other dwellings.
- No toxic chemical, waste oil or other prohibited material shall be placed in any recycling or household waste container.
- Homeowners Association will patrol the grounds and remove litter from roads and common areas.
- Homeowners Association will notify owners of Dwellings that require litter removal from their Exclusive Use Areas.

All waste materials and wastewater shall be disposed of in accordance with Local, State and Federal Law.

**Stormwater System/Wetlands Maintenance Check List**  
**Stormwater Inspection and Maintenance**

# Lukas Pond

## STORMWATER INSPECTION AND MAINTENANCE

Reference is made to plans approved by the Town of Windsor Locks Planning and Zoning Commission and the Town of Windsor Locks Inland Wetlands and Watercourses Commission titled "LUKAS POND PREPARED FOR F & L CONSTRUCTION LIMITED 177 OLD COUNTY ROAD WINDSOR LOCKS, CONNECTICUT", herein after called the "Plan", which is expressly made a part hereof and, as approved by the TOWN, provides for on-site stormwater management practices within the confines of the property.

As a requirement of said approvals, F & L CONSTRUCTION LIMITED, the Owner, and in due time, the Lukas Pond Homeowners Association, Inc., shall

Install and maintain all of the aforesaid Stormwater Management Facilities to Town specifications pursuant to the approved Plan.

Conduct inspections and maintenance to ensure proper performance of the Storm Management Facilities as follows:

- 1) Paved Area Surface Cleaning
  - a) All paved areas shall be swept annually between April 1st and July 1st.
- 2) Catch Basins
  - a) All catch basin rim areas and sumps shall be kept clear of sediment, trash, and debris.
  - b) All catch basins shall be inspected annually between May 1st and September 15th and sumps shall be cleaned when the depth of accumulated material exceeds 1 foot.
  - c) Accumulated sand, dirt and debris shall be disposed of off-site in a proper manner.
- 3) Rip-Rap Inlets and Outlets
  - a) Inspected semi-annually after substantial rainfall events.
  - b) Cleared of all sediment deposits and invasive plant species.
  - c) Damage and deterioration of the area shall be repaired immediately.
- 4) Pond
  - a) Shall be inspected semiannually
  - b) Undercut or eroded areas shall be repaired within 30 days of documentation.
  - c) Invasive vegetation shall be removed when encountered.

- 5) Drainage System
  - a) Inspect Drainage system upon installation
    - i) Clean as necessary to remove debris, silt and sediment
  - b) Inspect every 6 months during first year of operation.
  - c) Adjust subsequent inspection interval based on previous observations of sediment accumulation.
  - d) Site or surrounding site conditions may require more inspections and maintenance
  - e) Conduct Catch Basin, Yard Drain and Manhole cleaning when inspection shows maintenance is required.
- 6) Material Disposal
  - a) Owners are responsible for complying with all federal, state, and local regulations when disposing of material collected from the storm water quality unit. Water and sediment from cleanout procedures shall not be dumped into sanitary sewer.
- 7) The OWNER agrees to permit the Town Engineering Consultant, or his/her representative, to enter the property at reasonable times and in a reasonable manner for the purpose of inspection.
- 8) Inspection programs by the Town Engineering Consultant may be established on a reasonable basis: including but not limited to:
  - a) Routine inspections
  - b) Random inspections
  - c) Inspections based upon complaints or other notice of possible violations
  - d) Joint inspections with other agencies
  - e) Performance inspection under environmental or safety laws.
- 9) Records of all inspections
  - a) Shall be kept on the form titled; "Lukas Pond Stormwater System/Wetlands Maintenance Checklist"
    - i) Copies shall be kept by the Owners/Lukas Pond Homeowners Association, Inc.
  - b) Records of all maintenance and repairs to the stormwater management facilities shall be kept
    - i) Copies shall be kept by the Owners/Lukas Pond Homeowners Association, Inc.
  - c) Copies shall be provided to the Town Engineering Consultant upon request.

# Lukas Pond Stormwater System / Wetlands Maintenance Check List

Date of Inspection \_\_\_\_\_

Time of Inspection \_\_\_\_\_

Days since Previous Rainfall \_\_\_\_\_

Depth of Previous Rainfall \_\_\_\_\_

Name of Inspector (print) \_\_\_\_\_

Signature \_\_\_\_\_

Maintenance Item	Satisfactory	Unsatisfactory	Comments
<b>Pond and Outlet</b>			
outlet clear of debris	_____	_____	_____
embankment erosion	_____	_____	_____
invasive vegetation	_____	_____	_____
embankment stability or bulging	_____	_____	_____
at water edge	_____	_____	_____
around outlet	_____	_____	_____
animal borrows	_____	_____	_____
adequate water depth	_____	_____	_____
sediment reducing volume	_____	_____	_____
<b>Barracuda® Hydrodynamic Separator</b>			
<b>At MH 119</b>			
Structurally stable	_____	_____	_____
Inlet and outlet clear of debris	_____	_____	_____
Clean of accumulated sediment	_____	_____	_____
<b>Barracuda® Hydrodynamic Separator</b>			
<b>Near CB 139</b>			
Structurally stable	_____	_____	_____
Inlet and outlet clear of debris	_____	_____	_____
Clean of accumulated sediment	_____	_____	_____
<b>Barracuda® Hydrodynamic Separator</b>			
<b>At CB 141</b>			
Structurally stable	_____	_____	_____
Inlet and outlet clear of debris	_____	_____	_____
Clean of accumulated sediment	_____	_____	_____
<b>Headwall 120</b>			
Structurally stable	_____	_____	_____
Inlet clear of debris	_____	_____	_____
Any erosion	_____	_____	_____
Excessive sediment	_____	_____	_____

Endwall 121

Structurally stable	_____	_____	_____
Outlet clear of debris	_____	_____	_____
Any erosion	_____	_____	_____
Excessive sediment	_____	_____	_____

Flared End 140

Outlet clear of debris	_____	_____	_____
Erosion	_____	_____	_____
Excessive sediment	_____	_____	_____

Endwall 143

Endwall structurally stable	_____	_____	_____
Outlet clear of debris	_____	_____	_____
Erosion	_____	_____	_____
Excessive sediment	_____	_____	_____

Yard Drain 104

Inlet clear of debris	_____	_____	_____
Erosion	_____	_____	_____
Excessive sediment	_____	_____	_____

Yard Drain 109

Inlet clear of debris	_____	_____	_____
Erosion	_____	_____	_____
Excessive sediment	_____	_____	_____

Yard Drain 113

Inlet clear of debris	_____	_____	_____
Erosion	_____	_____	_____
Excessive sediment	_____	_____	_____

All Catch Basins (note number/location on separate sheet)

Top structurally sound	_____	_____	_____
Grate structurally sound	_____	_____	_____
Inlet clear of debris	_____	_____	_____
Sump with debris	_____	_____	_____
Excessive sediment in sump	_____	_____	_____

Manholes at Catch Basins (note number/location on separate sheet)

Top structurally sound	_____	_____	_____
Weir structurally sound	_____	_____	_____
Inlet clear of debris	_____	_____	_____
Sump with debris	_____	_____	_____
Excessive sediment in sump	_____	_____	_____





## CONSERVATION EASEMENT AGREEMENT

THIS INDENTURE made this **DAY, MONTH, YEAR**, by and between F&L Construction, Ltd., a Connecticut corporation with an office in East Granby, Connecticut, acting herein by Lawrence Pelletier, President, duly authorized, hereinafter called "Grantor", and the Town of Windsor Locks, a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut, hereinafter called "Grantee";

WITNESSETH:

WHEREAS, the Grantor is the Owner of real property, hereinafter described, situated in the Town of Windsor Locks, County of Hartford and State of Connecticut, which Grantee, acting through its Inland Wetlands and Watercourses Commission (hereinafter called "IWWC") has determined it would be in the public interest to retain, maintain and conserve in its natural state; and

WHEREAS, the Grantee, acting through the IWWC, has determined that the maintenance and conservation of the said property of the Grantor can best be accomplished by the securing by Grantee of a Conservation Easement over, across, and upon the said property of the Grantor; and

WHEREAS, the Grantor is willing, in consideration of One (\$1.00) Dollar, receipt of which is hereby acknowledged, to grant to said Grantee the easement and covenants as hereinafter expressed concerning said property, which easements and covenants shall become effective immediately, thereby providing for the property's maintenance and conservation in accordance with this agreement.

NOW, THEREFORE, said Grantor does hereby give, grant, bargain, sell and confirm unto said Grantee, its successors and assigns forever, the right, privilege and authority to perpetually preserve, protect, limit, conserve and maintain the land hereinafter described in its present condition in accordance with this agreement. All covenants contained herein are deemed to run with the land and shall be binding on the Grantor, its successors and assigns.

The premises subject to this Conservation Easement Agreement, hereinafter called "Conservation Easement", are described on Schedule A, attached hereto and made a part hereof.

### I. Prohibited Activities

Grantor covenants and agrees to prohibit and refrain from the following activities under, over or upon the Conservation Easement area:

- A. The construction or placing of buildings, signs, billboards or other advertising, or other structures on or above the ground;
- B. The dumping or placing of soil or other substances or materials as landfill, or the dumping of trash, ashes, waste, rubbish, garbage, junk or unsightly or offensive materials;
- C. The excavation, dredging or removal of loam, peat, gravel, soil, rock or other

substances;

- D. The mowing, removal or destruction of trees, shrubs, or other vegetation, the destruction of wildlife or its habitat, the application of pesticides or herbicides, or any other activity or use which, in the sole discretion of the IWWC, is or may be detrimental to drainage, flood control, water quality, water conservation, erosion control, soil conversion, wildlife or the maintenance of the land and water in their natural condition;
- E. The planting or introduction of any non-native or exotic species of vegetation.

## II. Permits

- A. The Grantee, acting through the IWWC or its successors or assigns may permit, subject to the requirements of its regulations and state statutes, the following activities:
  - 1. The removal of dead trees and dead brush from said premises in a manner acceptable to the IWWC;
  - 2. The pruning and thinning of live trees and brush on said premises in a manner acceptable to the IWWC;
  - 3. The modification of this agreement to allow a prohibited or regulated activity to occur, subject to Subsection IIB below, but such modification may be permitted only after a public hearing and a demonstration by the applicant of need for such activity. Such modification shall not include permission to construct a building, swimming pool, parking area or roadway.
- B. Application by the Grantor for any such approval or modification shall be made to the IWWC, or its successor, and shall be in accordance with the procedure and requirements established by that Commission, or its successor, in effect at the time.
- C. The Grantor herein reserves for itself, its successors and assigns the right to use the Conservation Easement area for any and all purposes which are in keeping with the intent of this Conservation Easement Agreement and which shall in no way endanger the maintenance and conservation of the Conservation Easement area in its natural state. Such uses may include the walking, running, and/or other passive recreation and/or the walking of domestic household pets.

## III. Warranties

Grantor further covenants and agrees as follows:

- A. Before commencement of site work on any property of the Grantor, which contains or is adjacent to the Conservation Easement, the Easement boundaries are to be permanently marked with iron pins in such a manner as to clearly designate such boundaries.
- B. The Grantor hereby grants the Grantee the right to access the property for the purposes of installing and maintaining markers identifying the boundaries of the Conservation Easement area.
- C. The Grantor hereby grants the Grantee the right at all times to have representatives of the Grantee inspect the Conservation Easement area following reasonable notice to Grantor or current occupant.

#### IV. Enforcement

- A. If it is determined by the Grantee or its agent that a violation of this Agreement exists, the following shall occur:
1. The violator shall be ordered to cease and desist from and prevent any activity, which, in the opinion of the Grantee or its agent is in violation of this Conservation Easement Agreement.
  2. Within 15 days of such order and after appropriate notice, the IWWC or its successor, shall hold a hearing for the purpose of determining if the cease and desist order shall continue;
  3. If it is found by the IWWC that the terms of this Conservation Easement Agreement have been violated, the IWWC shall take such steps as it deems necessary including issuance of an order that the violator restore the Conservation Easement area as nearly as possible to its natural state which restoration may include but need not be limited to:
    - a. replanting with trees, shrub or other appropriate vegetation acceptable to the IWWC;
    - b. removal of any debris, trash, garbage, ashes, waste, rubbish, silt, unsightly or offensive material;
    - c. removal of any unauthorized buildings, signs, billboards or other advertising, or other structures on or above ground;
    - d. replacement and maintenance of erosion controls;
    - e. replacement of any Conservation Easement boundary markers that have been removed or disturbed.
- B. Restoration shall be at the sole expense of the violator and shall be done in accordance with plans and schedules approved by the IWWC. If, in the opinion of the IWWC, such restoration does not proceed as approved and ordered by the IWWC, then the Grantee may proceed to complete such restoration and the cost thereof shall be borne by the violator. In addition, the violator shall be responsible for all costs and expenses incurred by the Grantee including, but not limited to, expenses for investigation by Grantee's representatives and for Grantee's attorneys' fees to enforce this Agreement. The Grantee may file a Notice of Lien for such expenses against any property of the violator found within the Town of Windsor Locks and such property shall be subject to execution as though for unpaid taxes.
- C. If either the Grantor or any other person is found to have violated this Agreement, the IWWC, or its successor, following notification to the violator and the violator's opportunity to be heard, can levy a daily fine until full restoration has been achieved and certified by the IWWC or its successor.

This Agreement shall be binding upon the Grantor and its heirs, successors and assigns. The remedies set forth herein shall be cumulative and shall not bar the Grantee or any other party from exercising any other remedy which may be available. TO HAVE AND TO HOLD the above-granted rights, privileges or authority unto said Grantee, its successors and assigns forever, to its and their own proper use and behoove.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of this DAY, MONTH, YEAR.

In the Presence of:

F&L Construction, Ltd.

\_\_\_\_\_

By \_\_\_\_\_

Lawrence Pelletier  
It's President

\_\_\_\_\_

STATE OF CONNECTICUT }  
} ss. East Granby  
COUNTY OF HARTFORD }

DAY, MONTH, YEAR

Before me, personally appeared Lawrence Pelletier, known to me to be President of F&L Construction, Ltd. and that he, as such President, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such President, and the free act and deed of said F&L Construction, Ltd.

\_\_\_\_\_  
Commissioner of the Superior Court



**DECLARATION OF RESTRICTIONS & PROTECTIVE  
COVENANTS AND HOMEOWNERS ASSOCIATION  
DATED MONTH DAY, YEAR**

**LUKAS POND  
WINDSOR LOCKS, CONNECTICUT**

THE PURPOSE OF THIS DECLARATION IS TO DECLARE AND TO PROVIDE RESTRICTIONS ON THE DWELLINGS AND THE SURROUNDING LAND AT LUKAS POND, A DEVELOPMENT OF 41 SINGLE-FAMILY DETACHED HOMES AND THE 15.693 ACRES OF LAND THEY ARE SITUATED ON COMPRISING LUKAS POND AT 177 OLD COUNTY ROAD, WINDSOR LOCKS, CONNECTICUT.

THIS DECLARATION made this XX day of MONTH, YEAR, by F&L Construction, Ltd., a Connecticut company with offices in the Town of East Granby, County of Hartford and State of Connecticut (hereinafter referred to as "Developer") to wit:

WHEREAS, Developer is the owner of LUKAS POND comprising 41 single-family detached homes with street addresses along the private road known as Lukas Pond of 1, 2, 3, 5, 6, 7, 8, 10, 11, 12, 15, 17, 19, 20, 21, 23, 24, 25, 28, 29, 31, 33, 35, 40, 42, 44, 46, 48, 51, 52, 53, 54, 55, 56, 60, 61, 62, 63, 64, 65, and 70, (hereinafter collectively referred to as the "Units" or each individually as the "Unit") and the surrounding land comprising 15.693 acres (the "Site") located at 177 Old County Road in the Town of Windsor Locks, County of Hartford and State of Connecticut, as shown on maps entitled: "LAYOUT PLAN 1..." and "LAYOUT PLAN 2 LUKAS POND PREPARED FOR F & L CONSTRUCTION, LTD. 177 OLD COUNTY ROAD WINDSOR LOCKS, CONNECTICUT SCALE: 1 IN = 30 FT MARCH 1, 2026 BARRESI ASSOCIATES, LLC" revised through "MONTH DAY, YEAR PER TOWN APPROVAL" which map is on file in the Windsor Locks Town Clerk's Office to which reference may be had for a more particular description of the units.

WHEREAS, Developer desires to place certain restrictions upon the Units and the surrounding land, defined below, which restrictions shall run with the land and be binding upon all purchasers of the Units, their heirs, executors, administrators, successors and assigns.

NOW, THEREFORE, Developer, for the benefit of itself, its successors and assigns, and in order to create a uniform plan of development, and for the purposes of carrying out the purpose above explained and in consideration of these premises, does hereby make known, publish, declare, covenant and agree that all Units shall hereafter be subject to the following covenants and restrictions, which shall be real covenants running with the land and binding upon all purchasers, owners and mortgagees and any purchasers, owners or mortgagees of any portion of the same, their heirs, executors, administrators, successors and assigns.

FIRST: The owner of any Unit, as the same may change from time to time, shall, by virtue of such ownership, become and remain a member of the "Lukas Pond Homeowners Association, Inc." (the "Association") for the entire period of said ownership. Members shall be required to pay an initiation fee of Three Hundred (\$300.00) Dollars from the new owner of each Unit upon its transfer from the Developer and the annual financial assessments of Unit owners assessed by the

Association as shall be determined by its Board of Directors, which financial payments, if unpaid, shall constitute a lien on the Unit of the owner or owners who have failed to pay the same. Any such financial assessments shall never exceed the amount set forth in Section 47-215(3) of the Connecticut General Statutes, as amended.

SECOND: These restrictions and covenants shall be binding upon all parties and all persons claiming under them as hereinbefore set forth, for a period of thirty (30) years from the date of recording of this Declaration after which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by two-thirds (2/3) of the then-owners of the Units, is recorded agreeing to terminate or amend said covenants in whole or in part. Notwithstanding anything contained in this paragraph, the FIRST, SECOND, THIRD, FORTH, FIFTH and NINETEENTH paragraphs shall remain in full force and effect in perpetuity and can only be amended by the Developer or the Association in accordance with the by-laws established for the Association, which are attached hereto as Schedule A and made a part hereof. In addition, any such amendments to the FIRST, SECOND, THIRD, FORTH, FIFTH, and NINETEENTH paragraph made by the Association shall require approval of the Planning and Zoning Commission of the Town of Windsor Locks.

THIRD: If the parties bound by said covenants, or any of them, or their heirs, executors, administrators, successors and assigns, shall violate any of said covenants, it shall be lawful for any other person or persons owning any Unit or the Town of Windsor Locks to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him, her or them from doing so or to recover damages or other dues for such violation. All legal expenses, attorneys' fees and other costs incurred by the Unit owner(s) or by said Town who does successfully prosecute such proceedings at law against the violator shall be paid in full by said violator. Said expenses, attorneys' fees and other costs, if unpaid, shall constitute a lien on the Unit of the violator who has failed to pay the same.

FOURTH: The owner of each Unit shall permitted to install and maintain private ornamental landscaping and/or flower beds within 5' of the front and/or sides of the foundation of their Unit and are permitted to install and maintain private vegetable and/or ornamental landscaping and/or flower beds within 20 feet of the rear of the foundation of their unit (the "Private Area") except where topography, utilities or existing vegetation prevent such use. The owner of each Unit shall be responsible for the maintenance of and snow removal from: any walkways serving the Unit; the individual driveway serving the Unit from the gutter of the road to the Unit; any parking areas immediately adjacent or a part of said driveway. The owner of each Unit shall be responsible for the year-round maintenance of the Private Area, driveway parking area and walks appurtenant to said Unit to a standard of maintenance substantially equivalent to that of the average of the two (2) adjoining units and the two (2) Units most nearly opposite therefrom across the road, but this covenant shall not be construed to require the owner of any Unit to match any special plantings or landscaping on any adjoining or opposite unit. Units 1, 2, 3, 5, 6, 7, 8, 10, 11, 12, 15, 20, 24, 28, 31, 33, 35, 40, 42, 51, 53, 55, 60, 61, 62, 63, 64, 65 and 66 have roof gutter systems and downspouts discharging to large precast splash blocks draining onto dedicated pervious areas consisting of lawn and other vegetated areas in such a manner as to create and maintain sheet flow over the largest area possible, known as a Dedicated Pervious Areas. All Dedicated Pervious Areas, shown as DPA on the approved plans and the exhibits attached hereto, shall remain pervious and no impervious area shall be installed or constructed on a DPA without permit from the Planning and Zoning Commission and, if in an area regulated by the Inland Wetlands Commission, without a

permit from that Commission. The Unit owner shall be responsible for maintenance and proper function of said down spouts and splash blocks serving said Unit. No Unit owner shall cause interference with or disruption to the sheet flow of storm water runoff from any roof area. Units 15, 17, 19, 21, 23, 25, 29, 44, 46, 48, 52, 54 and 56 have roof gutter systems discharging to an individual retention/infiltration system with downspouts discharging via an air gap (a 6" vertical space) between the downspout and the pipe leading to the retention/infiltration system to ensure proper operation of the downspout during storms of unexpected exceptionally high rainfall intensity. The maintenance and proper function of said downspouts and the individual retention/infiltration system is the responsibility of the Unit owner.

FIFTH: The Association shall be responsible for the year-round maintenance of all lawns, landscaping, natural vegetation and the road, sidewalks along the road, shared parking spaces along the road, drainage system, and snow removal from roads. Other areas of the Site not within the Private Areas which shall be maintained by the owners of the Units.

SIXTH: No Unit shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Unit or Private Area other than the initially constructed single-family dwelling and private garage.

SEVENTH: No noxious or offensive activity shall be carried on or upon any Unit or Private Area nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

EIGHTH: No structure of a temporary character, trailer, tent, shack, garage, barn or other out-building shall be used on any Unit or Private Area at any time as a residence, either temporarily or permanently.

NINTH: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Unit or Private Area, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

TENTH: No sign of any kind shall be displayed to the public view by the owner or others on any Unit or Private Area except one (1) sign of not more than six (6) square feet advertising the Unit for sale or rent, subject to compliance with any provisions which may be contained in the zoning ordinances of the Town of Windsor Locks.

ELEVENTH: No Private Area shall be used or maintained as a dumping area for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers, including containers for recycling when applicable. No waste or other incinerators are permitted. All other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

TWELFTH: For as long as a Developer owns a Unit, the Developer, or its duly appointed designee, reserves the right to order the modification, replacement, or removal of any appurtenances or accessories (including, but not limited to, antennas, fences, lights, gates and signs) installed on any Unit or Private Area and visible from the road or another Unit or Private Area, which, in its sole discretion, are not in keeping with the surroundings.

THIRTEENTH: Only casual repair of registered motor vehicles shall be permitted on the Lots. No unregistered motor vehicles may be parked on any Unit or Private Area unless it is housed within the garage.

FOURTEENTH: No exterior radio antennas shall be permitted, nor shall exposed exterior block chimneys or exterior metal chimneys with a length of over four (4) feet be permitted on any Unit or Private Area.

FIFTEENTH: No exterior light shall be placed on a Unit or Private Area which projects light above the horizontal plane of the top of the light fixture or creates light trespass on an adjacent Unit or Private Area.

SIXTEENTH: No healthy trees, bushes or vegetation over 4 inches in diameter and no limbs of any healthy trees, bushes or vegetation over 4 inches in diameter may be pruned, cut, damaged, killed or removed from the Site, except as shown on the approved Plans and, except as approved in writing by the Windsor Locks Planning and Zoning Commission.

SEVENTEENTH: If a tree, a portion of a tree or other vegetation falls or otherwise moves by force of nature from the Site. To or upon any Unit or Private Area, the tree, portion of a tree, or other vegetation becomes the property and responsibility the owner of said Unit or Private Area. The Association shall be responsible for pruning or maintaining trees or vegetation located on the Site but not for or for cleaning up debris, branches or trees that fall from the Site onto any Unit or Private Area.

EIGHTEENTH: The use of the Site, not including the areas of Units or Private Areas, is restricted to passive recreation. The use of ATV's, snowmobiles, dirt bikes, motorcycles, cars, trucks or any other type of motor vehicle or any other type of motorized equipment on the Site is strictly prohibited except for vehicles licensed and registered for highway travel which may use the road, shared parking areas and the individual driveways.

NINETEENTH: Neither the Developer, the owner of a Unit, an individual, company or other entity shall apply any pesticide, fertilizer, herbicide, fungicide, or other chemical materials of any kind on any part of the Site or the Private Areas except in complete conformance with the procedures and requirements of the Lukas Pond Condominium Integrated Ornamental and Turf Pest Management Program.

Invalidation of any of the covenants herein contained by Judgment or court order shall in no manner affect any of the other provisions, which shall remain in full force and effect.

**THE TOWN OF WINDSOR LOCKS, AS A THIRD PARTY BENEFICIARY OF THIS DECLARATION, AND/OR ANY UNIT OWNER, CAN ENFORCE THESE RESTRICTIONS ON THE OWNER OF ANY OTHER UNIT.**

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of this DAY, MONTH, YEAR.

In the Presence of:

\_\_\_\_\_

F&L Construction, Ltd.

By \_\_\_\_\_

Lawrence Pelletier

It's President

\_\_\_\_\_

STATE OF CONNECTICUT }

} ss. East Granby

COUNTY OF HARTFORD }

DAY, MONTH, YEAR

Before me, personally appeared Lawrence Pelletier, known to me to be President of F&L Construction, Ltd. and that he, as such President, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such President, and the free act and deed of said F&L Construction, Ltd.

\_\_\_\_\_

Commissioner of the Superior Court