



**Town of East Hampton**  
 Department of Planning & Zoning  
 20 East High Street, East Hampton, CT 06424  
 (860) 267-7450

**Inland Wetland and Watercourses Agency**  
**Timber Harvest As-of-Right Determination**

Date Received: 8-19-19

Permit Application #: IW-19-039

**Parcel Information**

Street Address of Parcel: ABBEY RD EXT.

Map 6 Block 5 Lot 17 Acreage of Property: 31.6 Acreage of Harvest Area: 31.6

**Applicant**

<b><u>Owner</u></b>	<b><u>Primary Contact</u></b>
Name: <u>DORIS BERNER</u>	Name: <u>Scotland Hdwrds. LLC /o Rod Burgess</u>
Address: <u>P.O. Box #6 Eli Chapman Rd., Moodus, CT. 06419</u>	Address: <u>*117 Zeigler Road, Scotland, CT. 06264</u>
Telephone: <u>(860) 861-3937 (C)</u>	Telephone: <u>(860) 423-1233</u>
Email: _____	Email: _____
Trustee? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Nature of Trust: <u>SEE EXHIBIT "C"</u>	
(Signature)	(Signature)

**This Timber Harvest has been prepared by a State of Connecticut Certified: (Check one)**

Forester OR  Supervising Forest Products Harvester

Forest Practitioner Certificate#: F000004 Phone (860) 423-1233 #: \_\_\_\_\_

Name: Rod Burgess Cell (860) 836-8058 #: \_\_\_\_\_

Address: #11 Boulder Dell Rd. Higganum, CT. 0644, Email: rodburgess@comcast.net

**Timber Harvest Information**

**Property Boundaries:** Bounds are Marked:  Yes  No

**Timber Harvest Boundaries** Marked or Flagged:  Yes  No

Property owners within 100 feet of the harvest area have been notified:  Yes  No

Starting Date of Timber Harvest operations: FALL 2019 Completion Date: "FALL OF 2019"

**Description of Timber Harvest:**  
 Objective: TIMBER HARVEST

Treatment: SELECTIVE

**Amount of Forest Products to be Harvested:**  
~100 MSF Board Feet \_\_\_\_\_ Cords \_\_\_\_\_ Cubic Feet \_\_\_\_\_ Tons

Have the Trees to be Harvested Been Designated?  
 They have been marked with paint at eye level and at ground level. Paint Color (s): \_\_\_\_\_  
 They have not been marked.

**SITE PLAN MUST BE SUBMITTED AT TIME OF APPLICATION**  
 ANY FALSE STATEMENT OR ANY BUILDING PERMITS GAINED BY SUCH STATEMENT WILL RENDER PERMITS NULL & VOID



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**Inland Wetland and Watercourses Agency**  
**Timber Harvest As-of-Determination – Part Two**

**Wetland Area Information**

There are wetlands on the property:  Yes  No  
 The wetlands have been flagged by a certified soil scientist:  Yes  No  
 Wetland Acreage: \_\_\_\_\_ Watercourse Linear Feet: \_\_\_\_\_  
 Soil Types on Site: \_\_\_\_\_ Source and Date of Classification: \_\_\_\_\_

**Regulated Area Disturbance**

Closest Proximity of Timber Harvest Activity to Wetlands or Watercourses: 520 Linear Feet  
 The proximity to the regulated area is:  Up-Gradient  Down-Gradient  Both  
 Will there be any stream crossings?  Yes  No

Check all that apply:

<b><u>Crossings / Clearing</u></b>	<b><u>Erosion and Sedimentation Control</u></b>
<input checked="" type="checkbox"/> Temporary Stream/ Drainage Crossing	<input checked="" type="checkbox"/> Installation of Water Bars
<input type="checkbox"/> Temporary Wetlands Crossing	<input type="checkbox"/> Grading
<input checked="" type="checkbox"/> Removal of Trees in Wetlands	<input type="checkbox"/> Seeding
<input checked="" type="checkbox"/> Removal of Trees in Upland Review Area	<input type="checkbox"/> Other <u>SEE EXHIBIT "B"</u>

**Log Landing Area**

<input checked="" type="checkbox"/> Anti-Tracking Pad	<b><u>Roads</u></b>
<input type="checkbox"/> Curb Cut	New Roads other than skid trails proposed?
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Describe the any other proposed Erosion and Sedimentation Controls, management practices, and mitigation measures that will be used to prevent and minimize impacts to wetlands, watercourses, and/or upland review areas:  
+ SEE EXHIBIT "B"

**As-of-Right Determination Checklist**

Completed As-of-Right Determination Form  
 Site Plan Including:  
 Existing and Proposed Features, with detail and accuracy sufficient to understand the scope of work  
 Location of Wetlands and Watercourses and Upland Review Area for Both

**DEPARTMENT USE ONLY:**

Timber Harvest Determined As-Of Right by IWWA:  Yes  No  
 Proposal is a Regulated Activity and Permit is Required:  Yes  No

**Approved**

(IWWA Chairman) Date: \_\_\_\_\_ (Planning & Zoning Official) Date: \_\_\_\_\_

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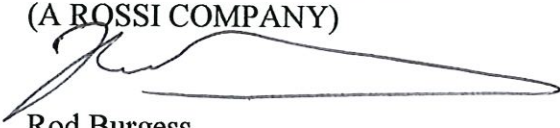


EXHIBIT "B"  
BERNER SELECTIVE TIMBER HARVEST  
CUTTING SCHEDULE / SEDIMENTATION AND EROSION CONTROL PLAN

Scotland Hardwoods (A Rossi Company) plans to conduct a logging operation on approximately 31.6 total acres owned by Doris Berner located off Abbey Road Ext. in East Hampton, Ct.. This land is further identified by the East Hampton Assessors Map #6, Block #5 and Lot #17. A one to three man logging crews operating a log skidder will cut and skid the logs to one main yarding area. From this yarding area a tri-axle log truck will pick up the logs and exit the property via Stagecoach Run Road. Regular working hours are from 8:00 AM to 6:00 PM Monday thru Saturday. The property boundaries have been marked with fluorescent pink flagging and the main skid roads have been identified with blue. Approximately one hundred thousand board feet of sawtimber has been marked for removal. All trees to be removed have been marked with blue paint about 4 feet above the ground and at the base of each stump. Concerning the harvest area, about 70% of the trees 14 inches D.B.H. (diameter at breast height) and larger, will be removed from the property. Oak, Ash, Black Birch, Tulip Poplar, Hard Maple and Hickory represent the species of trees involved with the harvest. All tops concerning the harvested trees will be reduced to within five feet of the ground level. It is estimated that about four to six weeks will be required to complete the project. We hope to start the harvest during the fall of 2019.

Two drainages will have to be crossed concerning the harvest. It is planned to use portable bridges in combination with wood poles and or brush mats concerning the crossings. Upon completion of the harvest waterbars will be installed where necessary on the main skid roads. For further details concerning this activity please refer to Exhibit "A".

Sincerely yours,  
SCOTLAND HARDWOODS  
(A ROSSI COMPANY)



Rod Burgess  
Division Manager  
Forestry Services Division



# EXHIBIT "A"

## BERNER PROPERTY

31.6 TOT. ACRES

### LEGEND

MAIN SKID ROADS

YARDING AREA

DRAINAGE CROSSINGS

ABBAY ROAD EXT.

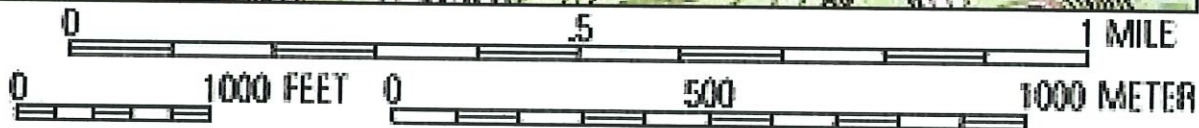
STAGECOACH RUN

PREPARED BY : ROD BURGESS

CT. CERT. FORESTER, CERT. #F000004

DATE : JULY 22, 2019

MN / TN  
14 1/2°





10. Arbitration. In the event of a dispute arising in connection with any matter concerning this Agreement or the obligations of the parties hereunder, the final decision shall rest with arbitrators, one of whom shall be hired by the Seller and another by the Buyer and in case the two shall disagree, they shall hire, at the expense of Seller and Buyer, a third arbitrator, and the decision of the majority of the three arbitrators shall be final. Any demand for arbitration must be made within twelve (12) months of the expiration of the Term of this Agreement.

11. Permits, Approvals and Environmental. Buyer shall have the authority to apply to any local, state or Federal agency having jurisdiction over the timber harvest provided for in this Agreement on behalf of Seller. It shall be the responsibility of the Buyer to obtain such approvals. In the event that the approvals are not obtained, this Agreement shall be null and void and all sums paid by Buyer to Seller shall be refunded by Seller, prorated if the harvest was commenced and timber was removed. In the event that Buyer is prevented by any local, state, federal authority or private person or agency from commencing or completing the timber harvest provided for under this Agreement by reason of an environmental or other condition, this Agreement shall be null and void and all sums paid by Buyer to Seller, prorated if the harvest was commenced and timber was removed, shall be refunded by Seller to Buyer.

12. Assignment. Buyer may not assign its rights and obligations in whole or in part under this Agreement without the prior written consent of Seller.

13. Additional Provisions. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. Exhibits. Label (A, B, C, etc). Exhibit Title  
( A ) PRICE Based on MONTHLY Tickets  
( B ) \_\_\_\_\_ Tax Payer I.D. #  
( ) \_\_\_\_\_  
( D ) \_\_\_\_\_ Forest Practitioner Regulations Disclosure

**BUYER:**  
SCOTLAND HARDWOODS, LLC

Date: 7/22/19

By: Peter Rossi  
Name: Peter Rossi  
Title: President

**SELLER:**

Date: 7/17/2019 ✓

By: Doris A. Berner ✓

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_