

REGULAR MEETING MINUTES
Tuesday, March 3, 2026, 7:00 PM

EAST LYME INLAND WETLANDS AGENCY

East Lyme, 108 Pennsylvania Avenue, East Lyme, Connecticut
Upper-Level Conference Room 1

CHAIR: Kristen Chantrell
VICE CHAIR: Don Phimister
SECRETARY: Phyllis Berger

INLAND WETLANDS AGENT: Gary A. Goeschel II
RECORDING SECRETARY: Vacancy

CALL TO ORDER:

Chairwomen Chantrell called the meeting to order at 7:00PM and observed roll call.

Present: Kristen Chantrel, Chair; Don Pfmister, Vice Chair; Ryan Williams; and John Vilcheck, Alternate

Absent: Phyllis Berger, Secretary; Doreen Rhein; Leonard Salter, and Carlo Lombardo, Alternate

I. PLEDGE OF ALLEGIANCE

The Pledge was observed.

II. ADDITIONS TO THE AGENDA

There were no additions to the agenda.

III. PUBLIC DELEGATIONS - Public Delegations is the time when members of the public are invited to speak to the Commission about certain matters, issues or concerns related to approved wetland permits and in-house proposals or general topics of discussion are open to comment. Agenda items, referrals, applications subject to a decision by the Commission, a public hearing, or in litigation may not be discussed. The members of the Commission will not directly answer questions or make comments during delegations.

Don Danilla, 24 Pattagansett Drive: Spoke on behalf of the Pattagansett :Lake Association in regard to the clearing and on-going site work occurring at the 3-Lot Subdivision located off of Heritage Road (see Statement Attached). He spoke of several unresolved questions particularly who will enforce the Conservation Easement (attached) and oversee the installation of the rain gardens etc...

Mick Byrne, 158 Upper Pattagansett Drive: As a concerned neighbor he wanted to know how the Agency will monitor what happens in the Conservation Easement as there is clearing on-going and the Ease Lyme Land Trust cannot be reached as it has no real on-line presence and its worth noting that their mailing address is 370 Round Hill Road, Glastonbury, CT an not East Lyme.

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G. Goeschel, Inland Wetlands Agent: Advised the Agency the Conservation Easement can be staked and he would request Mr. Lemieux of Nova Construction to stake the limits of the Conservation Easement.

Ann Ciccelo, Ex-Officio: Advised the Agency that the history behind the subject parcel is long and complicated.

G. Goeschel, Inland Wetlands Agent: Explained a brief history of how the inland wetlands were conveyed to the East Lyme Land Trust for the purposes of Conservation thus enabling the developer to circumvent the statutory requirement that the Inland Wetlands Agency review any subdivision of land that contains inland wetlands or watercourses on it.

IV. PUBLIC HEARINGS

A. Application of the Town of East Lyme Inland Wetlands Agency; for a comprehensive revision of the East Lyme Inland Wetlands Regulations, Sections 1 through 20
(Continued from February 3, 2026 Meeting)

G. Goeschel, Inland Wetlands Agent: Explained he made the edits and corrections that were identified at the February meeting. He further stated copies of the revised document were not in the Agency's meeting packet and brought the draft up on the overhead display for the discussion.

K. Chantrell, Chair: Opened the floor for public comment.

D. Danilla: Stated he wrote comments on the House Bill regarding riparian buffers and hopes the regulations are amenable to the state regulations.

K. Chantrell, Chair: Recommend they continue the public hearing to the April 10, 2026 meeting where they would look to close the hearing and vote on the regulations.

V. ACCEPTANCE OF MINUTES

A. Regular Meeting Minutes of February 3, 2026

Motion (1): Don Pfirmister moved to approve the minutes of February 3, 2026.

Seconded By: Ryan Williams

Vote: Unanimous

VI. EX-OFFICIO REPORT –

Ann Cicchiello: Indicated she was advised by DPW the CT DOT would not allow the school buss to be parked in the proposed commuter lot or the current temporary commuter lot. The BOS have been deliberating nearly twenty (20) hours on the budget and Capital

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Improvement Plan. She recommends and is working on establishing a School Bus Working Group with stakeholders from Board of Ed, DPW, Park & Recreation, and Planning & Zoning.

VII. NEW BUSINESS

A. Pattagansett Lake Association Applicant; State of Connecticut Owner; Application to perform hydro-raking at and/or around Lake Pattagansett.

G. Goeschel introduced the application and indicated that while the Agency has approved this application in the past without necessarily the State of Connecticut's (Land Owner) authorization, the applicant needs to contact the CT DEEP, request and obtain written authorization to make the application. As the application is just being received and the Agency has 65-days to either schedule a public hearing or render a decision but, the item must remain on the Agency's Agenda for 15-days before the Agency may take any action on the application.

As such, the Agency tabled and discussion to the next regularly scheduled meeting.

B. John Paul Abarca Applicant; Nelly Abarca, Owner; Application for the construction of a single-family family-dwelling and appurtenances associated with a 1-lot Resubdivision of Land at 46 Brainerd Road, Niantic, Tax Assessor's Map#7.4, Lot# 20.

John Paul Abarca of 15 Sunsett Drive, Old Lym, CT, Applicant: Present an overview of the propose resubdivision. He indicated that Nelly Abarca through a lot-line revision with the neighbor acquired additional land which would allow her to meet the lot area requirements for a resubdivision to create one (1) building lot. He explained the overall topography and the location of the proposed home relative to the on-site Inland Wetlands and indicated the propose house location is really the only location where a house could be situated to comply with all both Zoning and the Health Codes

G. Goeschel noted the application is just being received and the Agency has 65-days to either schedule a public hearing or render a decision but, the item must remain on the Agency's Agenda for 15-days before the Agency may take any action on the application.

As such, the Agency tabled and discussion to the next regularly scheduled meeting.

VIII. PENDING APPLICATIONS

IX. OLD BUSINESS

X. REPORTS

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A. Chairman's Report

B. Inland Wetlands Agent Report

i. Administrative Issued Permits

ii. Enforcement -

- a. NOTICE OF VIOLATION** – 9 Rocco Drive, Assessor's Map #44.0, Lot #19-5,
East Lyme, Connecticut – Darrell Vanwagner, Respondent

C. Correspondence

It was noted there would be a discussion on Protection Public Water at the East Lyme Public Library on March 7, 2026

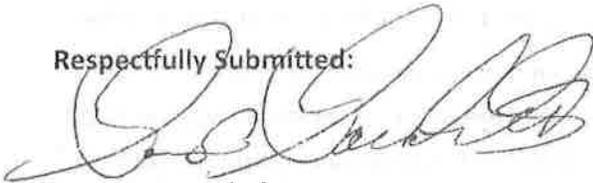
XI. ADJOURNMENT

Motion (2): Don Pfmster, moved to adjourn the meeting.

Seconded By: Ryan Williams

Vote: Unanimous

Respectfully Submitted:



**Gary A. Goeschel II,
Director of Planning/
Inland Wetlands Agent**

NOTE

Changes to the law allow that anyone wishing to petition for a public hearing on an application may submit a petition with 25 signatures to the Inland Wetlands Agency or its agent within 15 days of the date of receipt. Applications are available for review by the public in the Land Use Department during regular business hours.

Statement of Donald Danila to the East Lyme Inland Wetlands Agency – March 3, 2026

Good evening. My name is Donald Danila. I reside at 24 Pattagansett Drive, East Lyme, and am an appointed member of the East Lyme Commission for the Conservation of Natural Resources. However, tonight I am appearing as a member and on behalf of the Board of Directors of the Pattagansett Lake Association (PLA). I have the Board's full approval of these remarks and will provide a written copy of my text with the Recording Secretary following my presentation.

The Issue

The PLA is concerned about clearcutting and ongoing site work at a three-lot subdivision located off Heritage Road, East Lyme Assessor's Map #35.0 — a development referred to throughout most town records as "Lakeside Point." This project, approved by our Planning Commission on April 8, 2025, appears to have proceeded without formal review by this Agency — and we believe it should not have.

Procedural Concerns

The Planning Commission's approval included a condition that "*no site work shall commence until all applicable conditions are satisfied.*" Yet the project's own record raises questions about Inland Wetlands Agency (IWA) jurisdiction. In a March 6, 2025 memorandum, Planning Director Gary Goeschel noted that the applicant had not applied to the IWA for a determination and concluded that "procedurally it appears the Subdivision Application is deficient."

The applicant's attorney disputed the presence of inland wetlands on the property, and subsequent letters from applicant Stephen Harney offered further arguments that Lakeside Point falls outside this Agency's purview. We are not positioned to resolve those legal arguments. But we note that the Conservation Easement filed with the town on October 28, 2025 designates a 0.39-acre shoreline area that was conveyed to the East Lyme Land Trust, plus a separate 1.42-acre Conservation Easement Area. Mr. Harney stated these lands contain no inland wetlands or watercourses — yet these parcels sit on or near the lakeshore. Again, we find it puzzling why Lakeside Point has not come before you.

A Matter of Jurisdiction

The IWA's own stated jurisdiction covers "*all activities that may have an impact on a wetland or watercourse*" within a "**300-foot Upland Review Area.**" I need not remind you that your jurisdiction includes cutting of trees, stumping, grading, and grubbing. There is no reasonable question that Lakeside Point falls within the 300-foot upland review area. My review of this Agency's recent minutes providing your reviews and findings shows that far less impactful projects have gone through a formal review and approval process. I cite for example, a single-family home and 20 by 20-foot dock on Gorton Pond that was approved in April 2025 with ten conditions imposed. Lakeside Point has not undergone the same scrutiny.

Unresolved Oversight Questions of Interest

Beyond the IWA jurisdiction issue, the PLA has specific concerns about whether key commitments made for Lakeside Point during the Planning Commission process will be honored and enforced. These should also have been brought before this Agency and include:

- **Stormwater management:** The applicant's engineer (May Engineering, report of March 28, 2025) recommended rain gardens and permeable pavers to be used. Will these be required and verified?
- **Invasive species:** The applicant's environmental consultant REMA Ecological Services recommended proactive control of invasive plant species, a conservation seeding plan, and two years of monitoring. The current lakeshore is free of invasive plant species. Will these conditions be enforced?
- **Fertilizer and herbicide use and lawn care:** REMA recommended adherence to PLA guidelines regarding lawn care and use of chemicals. We support this and would be pleased to offer guidance to future homeowners.
- **Riparian buffer:** The Conservation Easement appears to have ambiguous language, which could allow for hand-clearing of brush and trees up to 6" in diameter within the Conservation Easement area. It would also allow the placement of septic reserve leaching areas within this zone. We are concerned these provisions could result in the removal of significant vegetation and the encroachment of septic infrastructure close to the lake, thereby reducing the riparian buffer and allowing for increased nutrient inputs.

Who is responsible for overseeing compliance with these commitments? We do not have a clear answer.

Current Site Conditions

We discovered an IWA application dated October 17, 2025, which lists the East Lyme Land Trust as the property owner. This document was not filed by the original applicants, but by Rich Lemieux/Nova Developers LLC, the entity now conducting the clearing. We find no record that this application was ever formally reviewed by this Agency during its monthly meeting.

This past fall and winter, residents near Pattagansett Lake have heard and observed significant clearing tree clearing and other activities on this property. Some of us have walked across the ice to view the Lakeside Point shoreline. Substantial clearing of trees and shrubs has occurred and appears to be continuing. Whether this work is consistent with East Lyme's inland wetlands regulations remains unknown because no formal permit proceeding ever occurred.

Conclusion

Lakeside Point is located within the largest remaining undeveloped shoreline area of Pattagansett Lake — a significant natural resource for the Town of East Lyme. We are genuinely puzzled as to how this development has proceeded without formal IWA review and approval. We are grateful for this opportunity to bring this matter to your attention and urge the Agency to assert its jurisdiction and provide the oversight that this project requires.

Thank you for your attention.

Geraghty, Bonnano & McCormick, LLC
P.O. Box 231
38 Granite Street
New London, CT 06320

VOL: 1129 PG: 57
INST: 00002873

CONSERVATION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the **EAST LYME LAND TRUST, INC.** ("Grantor") for the consideration of One Dollar (\$1.00) and other valuable consideration received to our full satisfaction of the **EAST LYME LAND TRUST, INC.**, ("Grantor"), do give, and grant, and convey unto the Grantee, it's successors and assigns forever, the following;

A Conservation Easement to have all the force and effect for a "Conservation Easement" as defined by Section 47-42a of the Connecticut General Statutes for the purpose of retention of the hereinafter described land predominantly in its present natural and open condition in perpetuity.

The land subject to this Conservation Easement consists of those portions of the land located in the Town of East Lyme, County of New London, and State of Connecticut, which is designated as;

A) "Conservation Easement Area" consisting of 1.42 ± acres/61,800 ± S.F. on a map entitled "**LAKE FRONT POINTE SUBDIVISION**", East Lyme, Connecticut sheets 1- 7, prepared by **GERWICK-MEREEEN LAND SURVEYORS**, and dated March 22, 2023, revised thru 3/31/2025 filed in the East Lyme Land Records at Drawer 8 # 452 thru and including Drawer 8 #458 and;

B) Land Conveyed to the East Lyme Land Trust, Inc. consisting of 0.34 +/-acres identified on a map entitled "**PLAN SHOWING PARCEL TO BE CONVEYED TO EAST LYME LAND TRUST PROPERTY OF PORT SIDE HOLDINGS, INC. AND ENGLISH HARBOUR CAPITAL PARTNERS, LLC TENANTS IN COMMON OFF HERITAGE ROAD EAST LYME, CONNECTICUT DATED MARCH 3, 2025**" filed in the East Lyme Land Records at Drawer 8 # 438.

EXCEPTING THE HOMEOWNERS OF THE LOTS IN LAKE FRONT POINTE SUBDIVISION THERE SHALL BE NO PUBLIC ACCESS RIGHTS WHATSOEVER TO THE PROPERTIES SUBJECT TO THIS CONSERVATION EASEMENT.

1. There shall be no buildings, camping accommodations, mobile homes, patios, decks, porches, or other structures except as specifically permitted below;
2. There shall be no filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock minerals or other materials, nor any change in the topography of the land in any manner, except as specifically permitted below;

NO CONVEYANCE TAX RECEIVED
KAREN MILLER GALBO
EAST LYME, CT TOWN CLERK

3. There shall be no removal, destruction or cutting of trees or plants, spraying with biocides, herbicides, or their agents inimical to plant, animal or insect life, grazing of domestic or farm animals, or disturbance of change in the natural habitat in any manner, except as specifically permitted below;
4. There shall be no dumping of ashes, trash, garbage, other unsightly or offensive material, and no changing of the topography through the placing of soil or other substances of material such as land fill or dredging spoils, except as specifically permitted below;
5. There shall be no manipulation nor alteration of natural water courses, shores, marshes, or other water bodies or activities or uses detrimental to water purity, except as specifically permitted below;
6. There shall be no operation of motorized vehicles, including snowmobiles, dune buggies and all-terrain vehicles; and
7. There shall be no construction, improvement, or upgrading of roads, driveways, parking areas, cart paths, or footpaths except as necessary to maintain existing footpaths in the current condition or specifically permitted below.

The provisions of the preceding restrictions notwithstanding, the following uses and activities by Grantors, and their heirs, successors and assigns, and any work or activity otherwise prohibited by the preceding restrictions which is reasonably necessary or appropriate in connection with such uses or activities otherwise not be prohibited by this Conservation Easement or considered inconsistent with the intent of this grand and are specifically permitted;

- a. The removal of dead, diseased, or damaged trees or other vegetation when such removal is necessary for reasons of safety, to control the spread of disease, or to control obnoxious plant growth such as cat brier, poison ivy, wild grape, oriental bittersweet, or other invasive species, and when such activities are conducted in a manner which will otherwise not be harmful to the remaining plant life; and
- b. Activities associated with an approved inland wetlands permit, such as, but not limited to, wetland mitigation or enhancement, stormwater management, or stormwater discharges.
- c. The use of the area for drainage and drainage structures.
- d. The Placement of "Reserve Leaching Areas" for onsite septic system(s) provided that to the extent such area is required to be put into service an alternative area of a like amount will be required to be

dedicated to the East Lyme Land Trust or their successors subject to the Conservation Easement Protections identified herein.

- e. Hand Cutting and removal of brush, Mountain Laurel and similar vegetation and trees with 6" or less caliper provided no stump removal shall occur.
- f. The construction and use of a pathway to the Pattagansett Lake shoreline provided;
- The pathway shall not exceed ten (10) feet in width.
 - The pathway shall be covered in pervious pavers or washed stone.
 - The proposed pathway location shall be examined by an environmental consultant who will certify in writing that no protected species will be impacted by the pathways construction and use.
 - The proposed pathway will require a permit from the Town of East Lyme Inland Wetland Agency or its Agent.

Reserving to the grantor the right to use the servient tenements for any purposes not inconsistent with the restrictions herein granted.

This grant for Conservation Easement is intended to encompass the powers and rights granted pursuant to Sections 47-42a through 47-42c of the Connecticut General Statutes as they may be amended from time to time, and the Grantee is hereby granted the right, in a reasonable manner and at reasonable times, to enforce by proceedings of law or in equity the covenants herein above set forth, including, but not limited to, the right to require restoration of the Conservation Easement area substantially to its condition immediately prior to any violation of the restrictions herein contained. The failure of the Grantee to act in any one or more instances to enforce such rights shall not act as a waiver or forfeiture of its rights to take action as may be necessary to insure compliance with the covenants and purposes of this grant; provided, however, nothing herein shall be construed to entitle the Grantee to institute any enforcement proceedings against the Grantors or the owners of the servient tenements for any changes to the Conservation Easement area due to causes beyond the control of the Grantor's or the owners of the servient tenements, such as changes caused by fire, flood, storm, earthquake, insect infestation, wildlife damage, or the unauthorized wrongful acts of third parties.

In the event that the Grantee becomes aware of an event or circumstance of noncompliance with the terms and conditions herein set forth, the Grantee shall give notice of such event or circumstances of noncompliance by certified mail, return receipt

requested, to the owner of the servient tenement of the property involved at his last known address, such notice to contain a request for corrective actions reasonable required to abate such even or circumstances of noncompliance and restore the conservation Easement area to substantially its previous condition.

Failure by the owner of the servient tenement to whom notice has been given to cause discontinuance or abatement or to undertake such other action as may be reasonably requested by the Grantee within thirty (30) days after receipt of notice shall entitle the Grantee to bring an action at law equity in a court of competent jurisdiction to enforce the terms of the conservation Easement to require the restoration of the Conservation Easement area to substantially its previous condition, to enjoin such noncompliance by appropriate temporary or permanent injunction and/or to seek to recover damages arising from such noncompliance. Such damages, when and if removed shall be applied by the Grantee first to any necessary corrective action on the Conservation Easement area, then to other damages incurred by the Grantee and arising from such noncompliance. Such damages, when and if recovered shall be applied by the Grantee first to any necessary corrective action of the Conservation Easement area, then to other damages incurred by the Grantee and arising from such noncompliance.

If a court of competent jurisdiction determines that an owner of the servient tenement has failed to comply with the terms and conditions of this Conservation Easement, the owner shall reimburse the Grantee for any reasonable cost of enforcement, including court costs and reasonable attorney's fees. If such court determines that such owner was in compliance with the terms and conditions of this Conservation Easement the Grantee shall reimburse such owner for court costs and reasonable attorney's fees, in addition to any other payments ordered by such court. The Grantors, for themselves, their heirs, successors and assigns, hereby waive any defense of laches with respect to any delay by the Grantee, its successors and assigns, in actions to enforce any restriction to exercise any rights under this grant.

This instrument shall be recoded on the land records to the Town of East Lyme and shall be governed by the laws of the State of Connecticut. In the event that any provisions of clause of this instrument conflicts with any applicable law, such conflict shall not affect other provisions of this instrument which can be given effect without the conflicting provision, and, to this end, the provisions hereof are declared to be severable

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on this 28 day of October, 2025.

Witnessed by:

EAST LYME LAND TRUST, INC.

Barbara Germani
Barbara Germani

Anthony S. Wozniak
Anthony S. Wozniak

By: Arthur Carlson
Arthur Carlson
Its President, duly authorized

STATE OF CONNECTICUT

COUNTY OF ~~NEW LONDON~~

HARTFORD)

ss: Manchester

On this 28 day of October, 2025, before me, the undersigned officer, personally appeared Arthur Carlson, as President of the East Lyme Land Trust, Inc., Inc., known to me (or satisfactorily proven) to be the persons whose name is transcribed to the foregoing document and acknowledged same to be her free act and deed, and the free act and deed of the company, before me.

Michele A. Firetto

Notary Public
My Commission Expires

MICHELE A. FIRETTO
Notary Public, Connecticut
My Commission Expires Dec. 31, 2027

The East Lyme Land Trust, Inc. hereby acknowledges acceptance of the foregoing conveyance;

Signed, Sealed and Delivered
In the presence of;

EAST LYME LAND TRUST, INC.

Balco G
Bartora Cerman

By: *Arthur Carlson*
Arthur Carlson- Its President
Duly authorized

Anthony S. Wank
Anthony S. Wank

STATE OF CONNECTICUT :
HARTFORD:
COUNTY OF NEW LONDON :

ss. ~~New London~~ Manchester

The foregoing instrument was acknowledged before me this 28 day of October, 2025
by Arthur Carlson, President of the East Lyme Land Trust, Inc., a State of Connecticut
Corporation, on behalf of the corporation

Michele A. Firetto
NOTARY

MICHELE A. FIRETTO
Notary Public, Connecticut
My Commission Expires Dec. 31, 2027

RECEIVED FOR RECORD
Dec 19, 2025 09:33:59A
Karen Miller Galbo
TOWN CLERK
EAST LYME, CT