

**WPA Form 1- Request for Determination of Applicability**  
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

**A. General Information**

**Important:**  
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. Applicant:

David Sorenson \_\_\_\_\_ david.sorenson@comcast.net  
Name E-Mail Address

7M St. \_\_\_\_\_  
Mailing Address

Newburyport \_\_\_\_\_ MA 10950  
City/Town State Zip Code

978-973-3754 \_\_\_\_\_  
Phone Number Fax Number (if applicable)

2. Representative (if any):

W.T. LeRoy Landscape & Design, LLC \_\_\_\_\_  
Firm

Will LeRoy \_\_\_\_\_ wtleroyer@wtleroyer.com  
Contact Name E-Mail Address

14 Winsor Lane \_\_\_\_\_  
Mailing Address

Topsfield \_\_\_\_\_ MA 01983  
City/Town State Zip Code

978-352-5521 \_\_\_\_\_  
Phone Number Fax Number (if applicable)

**B. Determinations**

1. I request the \_\_\_\_\_ make the following determination(s). Check any that apply:  
Conservation Commission

a. whether the **area** depicted on plan(s) and/or map(s) referenced below is an area subject to jurisdiction of the Wetlands Protection Act.

b. whether the **boundaries** of resource area(s) depicted on plan(s) and/or map(s) referenced below are accurately delineated.

c. whether the **work** depicted on plan(s) referenced below is subject to the Wetlands Protection Act.

d. whether the area and/or work depicted on plan(s) referenced below is subject to the jurisdiction of any **municipal wetlands ordinance** or **bylaw** of:

\_\_\_\_\_  
Name of Municipality

e. whether the following **scope of alternatives** is adequate for work in the Riverfront Area as depicted on referenced plan(s).



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**C. Project Description**

1. a. Project Location (use maps and plans to identify the location of the area subject to this request):

7M st \_\_\_\_\_ Newburyport (Plum Island) \_\_\_\_\_  
Street Address \_\_\_\_\_ City/Town \_\_\_\_\_

Assessors Map/Plat Number \_\_\_\_\_ Parcel/Lot Number \_\_\_\_\_

- b. Area Description (use additional paper, if necessary):

\_\_\_\_\_

Existing concrete driveway in front of garage and in front of house

- c. Plan and/or Map Reference(s):

Title \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

2. a. Work Description (use additional paper and/or provide plan(s) of work, if necessary):

See attached scope of work



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### C. Project Description (cont.)

b. Identify provisions of the Wetlands Protection Act or regulations which may exempt the applicant from having to file a Notice of Intent for all or part of the described work (use additional paper, if necessary).

3. a. If this application is a Request for Determination of Scope of Alternatives for work in the Riverfront Area, indicate the one classification below that best describes the project.

- Single family house on a lot recorded on or before 8/1/96
- Single family house on a lot recorded after 8/1/96
- Expansion of an existing structure on a lot recorded after 8/1/96
- Project, other than a single-family house or public project, where the applicant owned the lot before 8/7/96
- New agriculture or aquaculture project
- Public project where funds were appropriated prior to 8/7/96
- Project on a lot shown on an approved, definitive subdivision plan where there is a recorded deed restriction limiting total alteration of the Riverfront Area for the entire subdivision
- Residential subdivision; institutional, industrial, or commercial project
- Municipal project
- District, county, state, or federal government project
- Project required to evaluate off-site alternatives in more than one municipality in an Environmental Impact Report under MEPA or in an alternatives analysis pursuant to an application for a 404 permit from the U.S. Army Corps of Engineers or 401 Water Quality Certification from the Department of Environmental Protection.

b. Provide evidence (e.g., record of date subdivision lot was recorded) supporting the classification above (use additional paper and/or attach appropriate documents, if necessary.)



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## D. Signatures and Submittal Requirements

I hereby certify under the penalties of perjury that the foregoing Request for Determination of Applicability and accompanying plans, documents, and supporting data are true and complete to the best of my knowledge.

I further certify that the property owner, if different from the applicant, and the appropriate DEP Regional Office were sent a complete copy of this Request (including all appropriate documentation) simultaneously with the submittal of this Request to the Conservation Commission.

Failure by the applicant to send copies in a timely manner may result in dismissal of the Request for Determination of Applicability.

Name and address of the property owner:

David Sorenson

Name

7M St

Mailing Address

Newburyport

City/Town

MA

State

01950

Zip Code

Signatures:

I also understand that notification of this Request will be placed in a local newspaper at my expense in accordance with Section 10.05(3)(b)(1) of the Wetlands Protection Act regulations.

Signature of Applicant

Date

Signature of Representative (if any)

8/3/2021

Date





# Proposal

**DAVID SORENSON**  
**7 M ST.**  
**NEWBURYPORT, MASSACHUSETTS 01950**

**Sales:** William LeRoy  
**David Sorenson:7M St.:Install**  
7 M St. Newburyport, Massachusetts 01950

**Est ID:** EST2611503

**Date:** Jun-21-2021

## **Driveway Demo & Re-surface**

Driveway Demo & Re-Surface includes:

**Phase I:** Demolition of concrete driveway

- Demolition and removal of concrete driveway
  - Dump fees

**Phase II:** Base work

- Installation of 3/4in crushed stone (approx 4-6in thick), compacted
- Installation of 3/4in crushed stone drainage trench
  - Approx. 5ft off garage
  - 6in x 2ft x 8ft

**Phase III:** Stone Top Coat

- Installation of 3/4in crushed stone (2in thick)
- Preferably white crushed stone
- Same footprint as existing driveway

### **Notes:**

- All pricing for demo work is considered an estimate and may change depending on the structural integrity of the material being demolition out.

## **Brush Removal and Re-grading**

Brush Removal and Re-grading will be completed in 4 phases:

**Phase I:** Brush removal & grubbing out

- Removal of liliac shrubs
  - Dump fees
- Grubbing out of organic material (16ft x 12ft)
  - 6in in depth
  - some of the material will be re-used for new planting area
- Cutting and removal of timber
  - single piece that sticks into the stone driveway

**Phase II:** Installation and compaction of base materials. (all prep work done in accordance with ICPI specs)

- Installation of 3/4in. crushed stone, approx. 12-18in. thick (compacted)
  - Area that we grubbed out - 16ft x 12in
- Installation of 3/4in. crushed stone, approx. 4-6in. thick (compacted)
  - along front of house to marry grade up to proposed steps

**Phase III:** Stone Top Coat - entire lower driveway and along front of house

- Installation of 3/4in crushed stone (2in thick)
- Preferably white crushed stone
- Approx. 1300sq.ft.

## **Granite Step Installation**

Granite step Installation will be completed in 3 phases:

**Phase I:** Excavation

- Excavate and remove all loose materials to a depth of up to 12" (6" over dig). This provides a setting for the gravel base, which will protect your hardscape from heaving and uneven settling

**Phase II:** Installation and compaction of base materials. (all prep work done in accordance with ICPI specs)

- Installation of 3/4in. crushed stone approx. 12in. thick (compacted)

**Phase III:** Installation of granite steps

- Granite steps - split, rock
- Color - Woodbury granite
- Dimensions
  - Stoop A - 3ft x 3ft landing & 2 - 3ft x 12in steps (plus side fillers)

- Stoop B - 3ft x 3ft landing & 1 - 3ft x 12in steps (plus side fillers)

## **Planting Area (Per conservation Commission) Allowance**

### Planting Area Allowance:

- Installation of 6 beach plum shrubs (2 gallon)

### NOTES:

- Per request of conservation commission, need to plant the same sq.ft. of plant removal

### **GENERAL NOTES:**

- W.T. LeRoyer Landscape & Design, LLC are certified Interlocking Concrete Pavement Contractor
- Estimate is valid for 30 days from date on estimate. A written acceptance via email is fine.
- W.T. LeRoyer Landscape & Design, LLC is responsible for pre-marking and contacting dig safe to have the area of work marked for any underground utilities. Please note that any underground utilities within the scope/layout of the above mentioned work will result in additional labor to locate. If a utility line is within the scope/layout of work additional time will be needed to work around this utility in a safe manner recognized by MA Dept. of Public Safety. This will increase the price of the estimate due to additional labor
- Please note, dig safe does not mark private or un-maintained underground utilities. Therefore, W.T. LeRoyer Landscape & Design, LLC is not responsible for any damage and/or repair that accords to unmarked or private underground utilities.
- Any unforeseen underground issues/obstacles (ex. ledge, buried tanks) or excessive amount of topsoil or organic material (greater than 12in. in depth) may cause an increase in estimated price
- Client is responsible for all permitting, unless otherwise agreed upon by Client and Contract.
- Construction will create dust, W.T. LeRoyer Landscape & Design, LLC will try to manage and/or control dust to the best of our ability
- Due to current circumstances, some materials maybe unavailable and/or have a price change. This will be determined once W.T. LeRoyer Landscape & Design, LLC has a signed contract. At that point we can order materials and make sure the price point has not changed.

### **CHANGE ORDER:**

Client may request modification in the work or extra work after execution of this contract and estimate. Such request shall be made directly to the foreman and/or project manager at W.T. LeRoyer Landscape & Design, LLC. These changes maybe agreed upon verbally or in writing. A written change order will be prepared and submitted to the Client detailing the changes and cost of changes. The cost of all change orders shall be paid 50% upon acceptance and remaining balance upon completion of work described in change order. All change orders are subject to the terms and conditions stated in original contract.

### **PLANTING, PLANT, & LAWN WARRANTY:**

- Trees and Shrubs: All trees and shrubs have an ONE year warranty from the date of installation, provided they

have been cared for properly. The ONE time guarantee begins from the time of planting and includes both plant material (equal to size at purchase) and labor to install. This ONE year warranty becomes void if no automated irrigation system is installed.

- Perennials, grasses, & groundcover: Perennials, grasses, & groundcover are guaranteed for the same-planted season ONLY. This warranty becomes void if no automated irrigation system is installed
- Watering: Contractor highly recommends the installation of an irrigation system for watering of plants and lawn. In such cases where there will be no irrigation system, the Client takes the sole responsibility for watering of the installed plants upon completion of the project. The Client will be given written instructions on watering procedures and the Contractor will "stop by" from time to time to check moisture content of soil.
- Winter Protection: All evergreens, broadleaf evergreens and delicate plants must be burlapped in their first season to validate warranty. The Contractor provides this service at an additional cost.
- Plant Seasonality: Various plants, bushes, shrubs, and trees have ideal times for planting. Planting out of season at the request of Clients will void any warranty for those plants. The Contractor will point out in writing to the Client any requested planting that will void the warranty on those plants so affected by out of season planting. The Client reserves the right to request that plants that cannot be planted with out voiding the warranty be exchanged or planted in the next plantable season without any additional costs being borne by the Client.
- Plant Availability: In some instances, some plants, shrubs, bushes, and trees may not be readily available to procure in time for the required planting period associated with the Contract. In that event, the Contractor will work closely with the Client to provide an approved substitution(s) – subject to availability. The Client will always reserves the right to request plants and related materials that are not locally available.
- Plant Replacement: The Contractor is entitled to up to one(1) year to source, match and replace dead or ill plants (due to scarcity). The Client reserves the right to either a full refund within one (1) year or wait for a suitable replacement. All plant replacements do not come with a warranty.
- Transplanted plant material: The Contractor does not guarantee plant material that has been transplanted on-site. Transplanted plant material is not guaranteed.
- Lawns: All new sod lawns have an ONE year warranty from the date of installation, with an irrigation system installed. All new sod will be Bluegrass, Fescue blend sod is available upon request. New lawns that are under shade are not guaranteed. New lawns are guaranteed to be healthy at the time of installation only. Should new sod be damaged due to animals (pets or wild animals, i.e. raccoons, skunks) the Client will incur all costs for replacement. Hydroseed and/or grass seed lawns are not warranted by Contractor unless noted in contract.
- Weeds: The Contractor shall use it's efforts to minimize any weeds, however, the Contractor shall not be required to inspect or otherwise ensure that there is no weed or other unwanted plant matter upon the Client's property in any soil or root balls/planting container of plant materials, nor shall it provide warranty for the removal of existing weeds.

**HARDSCAPE WARRANTY:**

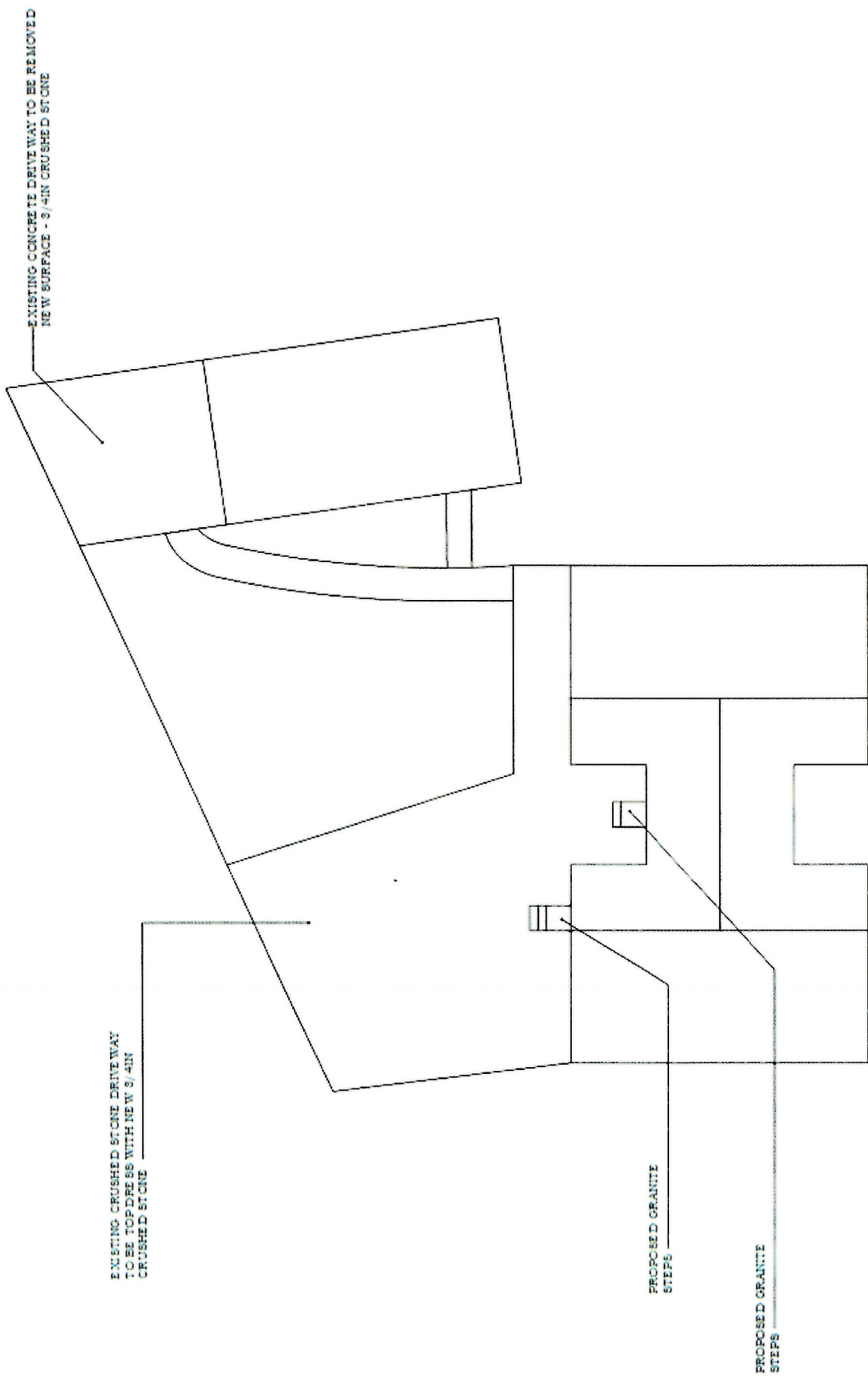
- All structural work will be warranted for 5 years from date of project completion
- All jointing work (poly sand and/or mortar) will be inspected the following year. Warranty of such work is 2 years
- Natural stone products may have natural grains, imperfections and other color changes that can occur once the stone product have been installed and has experienced different weather conditions. W.T. LeRoy Landscape & Design, LLC is not responsible for such changes and will not be responsible for repairing stone at no charge.

**Contractor:** \_\_\_\_\_  
William LeRoy

**Client:** \_\_\_\_\_

**Signature Date:** \_\_\_\_\_  
07/20/2021

**Signature Date:** \_\_\_\_\_



W.T. LEROYER LANDSCAPE & DESIGN, LLC  
 TOPSFIELD, MA 01963  
 WWW.WTLEROYER.COM  
 978-352-5521

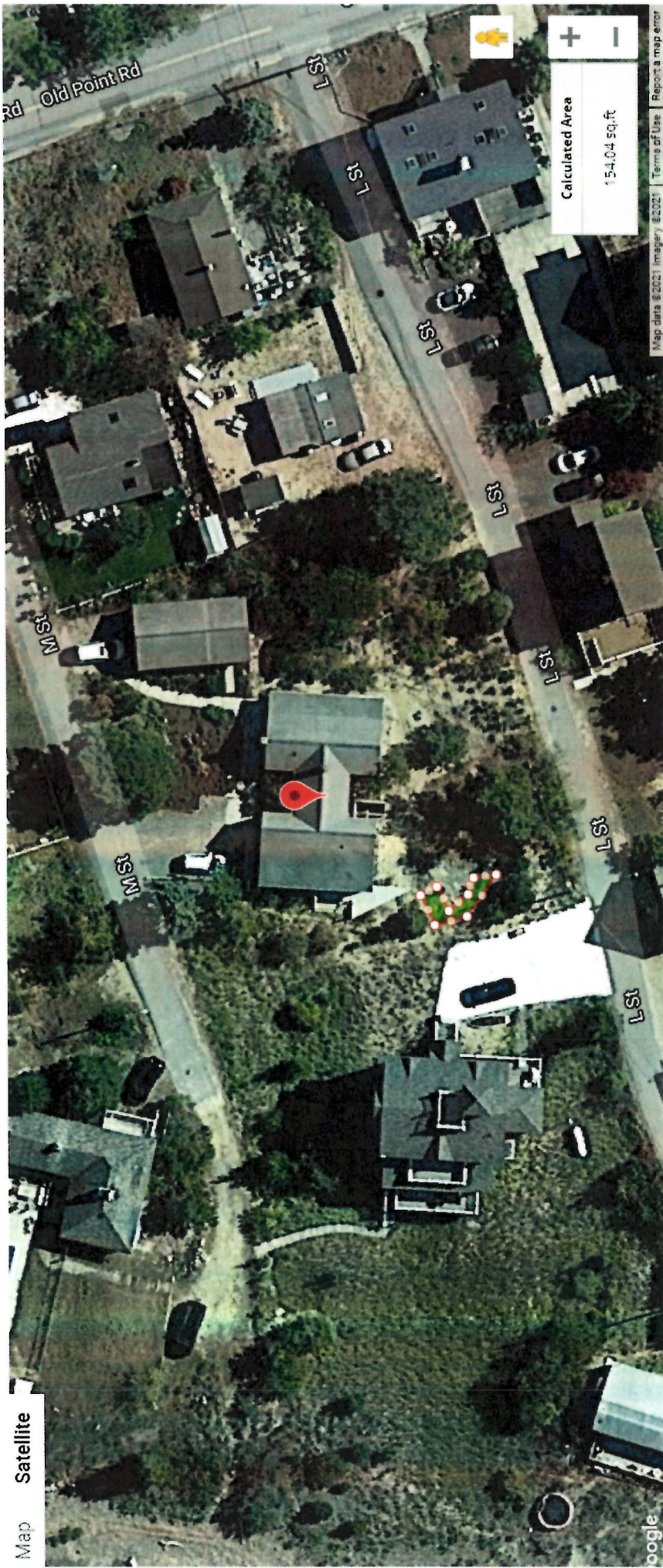
SCALE: 3/16" = 1'  
 DRAWN BY: WTL

**SORENSEN RESIDENCE**  
 781 STREET  
 PLUM ISLAND, MA

REVISIONS

NO.	DATE	DESCRIPTION





Map Satellite

Calculated Area  
154.04 sq.ft

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Calculated Area  
132,54 sq.ft

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