



Town of
North Stonington, Connecticut

SPECIAL TOWN MEETING

A special town meeting of the electors and citizens qualified to vote in town meetings of the Town of North Stonington, Connecticut, will be held on the date indicated at the time and location noted below for the following purposes:

LOCATION: North Stonington Elementary School Multi-Purpose Room

DATE: November 14, 2016

TIME: 7:00 p.m.

1. Shall the Town of North Stonington enter into the Solid Waste Management Service Agreement, 4th Amendment with the Southeastern Connecticut Regional Resources Recovery Authority?
2. Shall the Town of North Stonington approve the estimates and recommendations of the Board of Finance with respect to the annual Budget including General Government, Capital, and Redemption of Debt for fiscal year July 1, 2016 through June 30, 2017, in the amount of \$ 6,017,093 and make specific appropriations and authorize expenditures in connection therewith as appear advisable?
3. Shall the Town of North Stonington adopt an Ordinance concerning the maintenance of private easements and rights-of-way?
4. Shall the Town of North Stonington adopt an Ordinance concerning private roads approved for Town Maintenance?
5. Pursuant to Section 7-7 of the General Statutes of Connecticut, to adjourn said special town meeting question 2, 3 & 4 at its conclusion and to submit the resolutions as presented this notice to vote upon voting machines or paper ballots between the hours of 6:00 A.M. and 8:00 P.M. on 28th day, November, 2016.

Dated at North Stonington this 1st day of November, 2016.

BOARD OF SELECTMEN


Shawn P. Murphy



Nicholas H. Mullane, II


Mark S. Donahue

Southeastern Connecticut Regional Resources Recovery Authority (SCRRRA)

Solid Waste Disposal Plan for Southeastern Connecticut

Extending its membership with SCRRRA provides the Town of North Stonington with these Benefits:

1. Price Stability:

SCRRRA has provided its member communities with a stable tipping fee at or below \$60 for 16 consecutive years and currently enjoys the most favorable rate in the state. By extending the MSA North Stonington will continue to receive the benefit of SCRRRA' subsidized rate. Additionally, North Stonington will continue to have a local place to deliver its garbage utilizing its existing delivery resources.

2. Value of services (at no additional cost):

In the last year SCRRRA has provided services to the Town of North Stonington with the following direct economic benefit:

Transfer Station Support - \$21,979	Hazardous Household Waste Collection - \$8,256
Wood Grinding Service - \$ 7,225	Municipal Hazardous Waste Collection - \$0

3. Regionalized Benefits:

Removed from the waste stream and included in the tip fee:

- Grinding of green waste, producing mulch for public works departments and citizenry.
- Annual hazardous material collection for residents.
- Semi-Annual hazardous material collection for municipal government operations and schools.
- Removal and processing of tires, recycling of fluorescent bulbs, Freon, oil, oil filters, oily debris, antifreeze, propane tanks, mattresses, paint and electronics.
- In addition: Programs for schools and youth organizations that focus on recycling, marine debris and environmental stewardship.
- Recycling program coordination, negotiation, at cost sale of composting equipment.
- Clear Stream Recycling Containers for events.
- Representation of the Southeast region at the State Legislature, Department of Energy & Environment.
- Assisting towns in meeting requirement of the State Comprehensive Material Management Strategy requirements.
- SCRRRA fulfills town's statutory responsibility for municipal solid waste planning (22a-227).

Contractual Timeline:

Nov 1985	Municipal agreements (MSA) are executed; Contract signed with operating company; 30 year Bonds were issued.
Feb 1992	Plant begins operation; 25-year power purchase agreement with CL&P goes into effect.
Dec 2012	Extension of MSA's to Feb 2017.
Jan 2013	SCRRRA begins negotiation of new service contract with Operating Company.
Nov 2015	SCRRRA Bonds are retired, power purchase agreement continues for 15 months, the contract with service provider extends to Feb 2017.
Feb 2017	Purchase power agreement expires, market rate goes into effect, and renegotiated service contract begins.

Next Step for North Stonington:

Execute contract extension to February 2027 - **Due Date: December 2016.**

Sec. 18-8. - Maintenance of private easements and rights-of-way.

- (a) *Residential real property.* All residential land and buildings, but does not include property owned by the State of Connecticut or the Town of North Stonington.
- (b) *Benefited property or property that benefits.* Includes residential real property burdened by an easement or right-of-way, the owner of which residential real property uses such easement or right-of-way.
- (c) *Easement or right-of-way.* A right to use adjoining property that transfers with the land.
- (d) The owner of any residential real property that benefits from an easement or right-of-way, the purpose of which is to provide access to such residential real property, shall be responsible for the cost of maintaining such easement or right-of-way in good repair and the cost of repairing or restoring any damaged portion of such easement or right-of-way. Such maintenance shall include, but not be limited to, the removal of snow from such easement or right-of-way.
- (e) If more than one residential real property benefits from such easement or right-of-way, the cost of maintaining and repairing or restoring such easement or right-of-way shall be shared by each owner of a benefited property, pursuant to the terms of any enforceable written agreement entered into for such purpose. In the absence of such agreement, the cost of maintaining and repairing or restoring such easement or right-of-way shall be shared by each owner of a benefited property in proportion to the benefit received by each such property.
- (f) Notwithstanding the provisions of subsections (d) and (e) of this section, any owner of a benefited property who directly or indirectly damages any portion of the easement or right-of-way shall be solely responsible for repairing or restoring the portion damaged by such owner.
- (g) If any owner of a benefited property refuses to repair or restore a damaged portion of an easement or right-of-way in accordance with subsection (f) of this section, or fails, after demand in writing, to pay such owner's proportion of the cost of maintaining or repairing or restoring such easement or right-of-way in accordance with subsection (e) of this section, an action for specific performance or contribution may be brought in the Superior Court against such owner by other owners of benefited properties, either jointly or severally.
- (h) In the event of any conflict between the provisions of this section and an agreement described in subsection (e) of this section, the terms of the agreement shall control.

Sec. 18-9.- Private roads approved for Town maintenance.

- (a) *Private road.* A road on privately-owned property open to public passage that has not been given to or accepted by a government entity
- (b) This section shall govern the manner in which the Town may provide certain maintenance to private roads.
- (c) The Board of Selectmen shall perform a level of maintenance for the following private roads equivalent to that which was previously provided by the Town of North Stonington Highway Department through longstanding past practice, as reflected herein:

<i>Private Road</i>	<i>Miles</i>	<i>Type</i>	<i>Level of Maintenance</i>
Armstrong Pentway	.41	unimproved	occasionally provide material; plow and sand after all accepted roads
Avery Lane	.03	improved	surface patching/paving; regularly plow and sand
Billings Road Ext.	.11	unimproved	grading; regularly plow and sand
Cedars Road	.62	unimproved	regularly plow and sand
Cranberry Bog Rd.	.52	unimproved	grading; regularly plow and sand
Patricia Avenue	.60	unimproved	grading; regularly plow and sand
Princess Lane	.31	improved	surface patching/chip sealing; regularly plow and sand
Wrights Road	.50	unimproved	grading; regularly plow and sand

- (d) Maintenance above and beyond the foregoing, including but not necessarily limited to private road reconstruction, drainage work, and tree and brush removal, shall not be the responsibility of the Town. Owners of property shall continue to be responsible for any maintenance and repairs over and above that provided by the Town under this section.
- (e) Structural deterioration which may cause the said road to cease to be passable will be the responsibility of the owners, and the Town may require that said road be upgraded to passable condition before maintenance may continue.
- (f) Nothing in this section shall be construed to modify or change any requirements established by the Planning and Zoning Commission and/or included in the Town of North Stonington Zoning Regulations.



Town of
North Stonington, Connecticut

Date: November 2, 2016

To: Norma Holliday, Town Clerk

From: Board of Selectmen

Re: Adjournment of Questions from the November 14, 2016, Special Town Meeting to Referendum

Dear Mrs. Holliday:

Please be advised that the Board of Selectmen at their November 1, 2016, meeting agreed to send question(s) 2, 3, & 4, from the Special Town Meeting to be held on November 14, 2016, to a referendum vote. The questions will be adjourned to a referendum to be held on November 28, 2016.

You may refer to the attached copy of the resolution for the details of the scheduled vote. Thank you for your anticipated cooperation in this matter.

Robin D. Roohr
Selectmen's Secretary

/rdr



Town of
North Stonington, Connecticut

Town of North Stonington
REFERENDUM
November 28, 2016

RESOLVED, that the Board of Selectmen submit to the voters at a referendum to be held **Monday, November 28, 2016, between the hours of 6:00 a.m. and 8:00 p.m.**, in the manner provided by Section 7-7 of the General Statutes of Connecticut, Revision of 1958, as amended, the resolutions below, to be placed upon the voting machines under the following headings:

Shall the Town of North Stonington adopt an Ordinance concerning the maintenance of private easements and rights-of-way?

Shall the Town of North Stonington adopt an Ordinance concerning private roads approval for Town Maintenance?

Shall the Town of North Stonington approve the estimates and Recommendations of the Board of Finance with respect to the annual Budget including General Government, Capital, and Redemption of Debt for fiscal year July 1, 2016 through June 30, 2017, in the amount of \$ 6,017,093 and make specific appropriations and authorize expenditures in connection therewith as appear advisable?

All questions will be followed by a "YES or NO" response.

Approved by the Board of Selectmen at their November 1, 2016 meeting.