



**Town of North Stonington  
Board of Selectmen Meeting  
Zoom Meeting  
May 25, 2021  
6:00 PM**

Public will be able to attend the meeting via Zoom with the following link:

<https://us02web.zoom.us/j/86445005101>

Or via Zoom App-Enter Meeting ID: 864 4500 5101

Or listen only via telephone by calling 646 558 8656 and enter Meeting ID: 864 4500 5101

**AGENDA**

1. Call to order/Roll Call
2. Public Comments on Agenda and Non-Agenda Items\*
3. Tax Relief Program Discussion
4. Review of Transfer Station
5. Speed Hump Update
6. FY 2022 Budget Discussion
7. Discussion of Budget Timeline
8. 298 Norwich Westerly Road Update
9. Solar Update - Route 184
10. Review/Award of Tanker Bids
11. GEI Water Quality Monitoring Agreement
12. North Stonington Map
13. Covid-19 Update
14. Appointments
  - a. Tax Collector
  - b. Sustainability Committee
  - c. Juvenile Review Board
15. Grants Update
16. Selectman's Expense Line Discussion
17. Minutes
  - a. April 27, 2021
  - b. May 3, 2021 Special Meeting
  - c. May 20, 2021 Special Meeting
18. Public Comments on Agenda Items\*
19. Adjournment

\*The Board of Selectmen respectfully requests that public comments do not exceed two (2) minutes per person in respect for everyone's time.

## 12-129n Local-Option Tax Relief Program for Elderly and Totally Disabled Persons

Allows towns to provide additional tax relief with respect to the permanent residence of an elderly or totally disabled person. The additional benefit provided by a town whose legislative body has voted to allow this tax relief can be granted only if a person meets certain income limits. The town's legislative body sets these income limits, which may be higher than those in effect for state-mandated tax relief programs. An application together with proof of income received in the previous calendar year must be filed with the assessor of the claimant's town of residency on or before the assessment date. A town's legislative body also determines the amount of tax relief for this program. A Holocaust victim settlement (also known as Holocaust reparations) is not counted as income for this program, pursuant to §1-11. Veterans' disability payments do not count as income for this program, pursuant to §12-81l.

To qualify for tax relief under §12-129n, an applicant or his spouse must, as of the October 1<sup>st</sup> assessment date:

- (1) Have been a taxpayer of the town for at least one year prior to receiving a benefit;
- (2) Be the record owner of, or hold life use in the real property in which he resides.  
Property held in trust for a qualified elderly or totally disabled person is also eligible for this tax relief program. In the case of a married couple, either the husband or wife may own or hold life use in the property for which tax relief under §12-129n is claimed, or may be the person for whom the property is held in trust.
- (3) Meet one of the following requirements:
  - (A) Be 65 years of age or older; or
  - (B) Be the surviving spouse of taxpayer who had been receiving tax relief from the town, under §12-129n, at the time of his death; or
  - (C) Be receiving permanent total disability benefits from one of the following:
    - (i) The Social Security Administration
    - (ii) A federal, state or local government retirement or disability plan (including that provided by the Railroad Retirement Act) and any government-related teacher's retirement plan, containing qualification requirements comparable to those of the Social Security Administration.

Section 12-129n allows towns that grant additional tax relief under §12-129n to file liens against the property for which the relief is granted. In some cases, the filing of such a lien is required. In such cases, the lien encompasses the amount of tax relief that exceeds 75% of the property tax liability.

## 12-170v Local-Option Elderly Tax Relief for Homeowner 70 Years Old or Older

Allows a town's legislative body to vote to provide tax relief to a qualified elderly person for that person's permanent residence, in addition to any other tax relief benefit the

homeowner receives under §12-129b, §12-170aa or §12-129n. To qualify, an applicant or his spouse must:

- (I) Have been a resident of Connecticut for at least one year.
- (II) Be either the record owner of, or hold life use in the real property in which he resides. Property held in trust for a qualified elderly or totally disabled person is also eligible for this tax relief program. In the case of a married couple, either the husband or wife may own or hold life use in the property for which tax relief under §12-129n is claimed, or may be the person for whom the property is held in trust.
- (III) Be 70 years of age or older as of December 31<sup>st</sup> prior to filing an application, or be the surviving spouse, aged 62 or older, of a taxpayer receiving a benefit under this program at the time of his death;
- (IV) Meet the income limits that govern the Elderly and Totally Disabled Persons Tax Relief Program under §12-170aa; and
- (V) Meet any asset limits the town providing this tax relief program may impose.

#### §12-170w Local – Option Tax Deferral To an Elderly of Disabled Homeowner

A homeowner must file an application between February 1<sup>st</sup> and May 15<sup>th</sup>, together with proof of income received in the previous calendar year, with the assessor of the town of residency. The assessor prescribes the application form and may grant a filing extension, to August 15<sup>th</sup>, in case of illness or incapacitation as evidenced by a physician's or advanced practice registered nurse's certificate. After initial approval, the homeowner must file an application biennially.

The assessor notifies the town's tax collector of approved applications and the tax collector determines the maximum tax for a qualified homeowner. The maximum tax is the lower of the amount for the first assessment year a homeowner qualifies or for any subsequent assessment year. While an approved homeowner's property tax can decrease, it cannot increase over the amount the tax collector determines for the first assessment year for which the homeowner qualifies.

This local-option program's benefit to a qualified homeowner takes the form of a tax deferral or abatement, rather than an exemption, since the grand list is filed before an approved homeowner's property tax is known (i.e., after a mill rate is established). The amount of the benefit is the difference between the property tax based on the net assessment and the amount the homeowner actually pays. The town may establish a lien for the total amount of benefits a homeowner receives, plus interest applicable to the total unpaid taxes these benefits represent, at a rate the town determines. Such a lien has priority in the settlement of a persons' estate.

12-81 (b) Effective date for exemption of property acquired by certain institutions

Allows a town to provide, by ordinance, that the effective date of an exemption under subdivisions (7) to (16), inclusive, and subdivision (18), (27) and (29) of section §12-81, is the date of a property's acquisition.

#### 12-81 (c) Local-Option Disabled Person's Motor Vehicle

Adopted - Local-Option Allows a municipality to adopt an ordinance providing an exemption with respect to a motor vehicle that accommodates the owner's disability. Available for a new or retrofitted motor vehicle that accommodates a disability of the owner's child. A parent or guardian of a disabled child may qualify. Also, an ambulance – type vehicles that are used exclusively to transport medically incapacitated individuals for no charge; or any property owned by a nonprofit ambulance company.

RFP: Tanker/Pumper Sale  
Bid Opening: 2:00pm May 14, 2021

**Attendees:**

Christine Dias, Administration & Finance Officer

Bidder Information		Bid
Company:	New England Fire Equipment & Apparatus Corporation	\$ 46,501.00
Contact:	James Feehan, President	
Address:	10 Stillman Road, North Haven, CT 06473	
Phone:	203-234-5678	
Email:		
Company:		
Contact:		
Address:		
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May 10, 2021  
Proposal Number 1803357



Consulting  
Engineers and  
Scientists

Mr. Michael Urgo  
First Selectman  
Town of North Stonington  
40 Main Street  
North Stonington, CT 06359

**RE: Proposal to Perform Water Quality Monitoring  
North Stonington Landfill, Transfer Station and Highway Garage  
North Stonington, Connecticut**

Dear Mr. Urgo:

GEI Consultants, Inc. (GEI) is pleased to submit the following proposal for water quality monitoring services at the North Stonington Solid Waste Landfill and Transfer Station located at 215 Wintechog Hill Road and the Town of North Stonington (the Town) Highway Garage located at 11 Wyassup Road, North Stonington, Connecticut. This proposal is for services to be provided during the Town's Fiscal Year 2021 and Fiscal Year 2022 beginning July 1, 2021 and ending on June 30, 2023.

**Scope of Work**

The scope of work presented herein addresses three items per the Town's permit requirements:

**Landfill Permit Required Quarterly Monitoring and Sampling [Permit No. 158-1-L]**

- Conduct Quarterly Groundwater and Surface Water Monitoring and Sampling
- Prepare Quarterly Reports and submit to the Connecticut Department of Energy and Environmental Protection (CT DEEP)
- Prepare an Annual Report and submit to the CT DEEP

**Highway Garage and Transfer Station Stormwater Monitoring and Sampling [Permit Numbers GSI001476 & GSI001477]**

- Conduct Analytical and Visual Stormwater Sampling
- Prepare and Submit Stormwater Monitoring Reports (SMRs) to CT DEEP

A detailed description of these tasks is provided in the following sections.

**Landfill Permit Required Quarterly Monitoring and Sampling [Permit No. 158-1-L]**

This task includes providing labor and materials necessary to continue the quarterly groundwater and surface water monitoring program at the North Stonington Landfill. Specifically, the monitoring program consists of the collection of groundwater samples from two on-site groundwater monitoring wells (MW-2 and MW-3), one water supply well (MW-1 [Dog Pound Well]; designated as upgradient by the 1984 solid waste Permit No. 158-1-L), and the collection of surface water samples from three surface water sampling points (SW-1, SW-2, and SW-3). All laboratory glassware, sampling tools, and equipment will be provided by GEI.

For purposes of this proposal, the monitoring program will be performed for a period of two years (eight quarters). Based on North Stonington's November 28, 1984 solid waste permit (Permit No. 158-1-L; issued by CT DEEP), sampling events and their respective reporting deadlines are summarized in the table below:

<b>Sampling Event</b>	<b>Month</b>	<b>Quarterly Reporting Due</b>
1 <sup>st</sup> Quarter	January	March 1 <sup>st</sup>
2 <sup>nd</sup> Quarter	April	June 1 <sup>st</sup>
3 <sup>rd</sup> Quarter	July	September 1 <sup>st</sup>
4 <sup>th</sup> Quarter	October	December 1 <sup>st</sup>

### **Groundwater and Surface Water Sampling**

Static depth to groundwater measurements in monitoring wells (MW-2 and MW-3) will be taken at each sampling event with a depth to water meter before sampling. The monitoring wells will be sampled utilizing the low-flow sampling procedures described in the CT DEEP's *Site Characterization Document; September 2007* (revised 2010). MW-1 [Dog Pound Well] will be accessed by a spigot from within the dog pound. During our prior contract with the Town, GEI coordinated with the Highway Department to access the decommissioned dog pound to turn on the well pump that feeds the outside spigot for sampling. The spigot will be turned on and purged for 15 minutes before collecting a sample in appropriate containers. MW-1 is a supply well, and given the configuration of the system, it is not feasible to get an accurate static water level measurement from this well.

Groundwater and surface water samples will be submitted to Complete Environmental Testing (CET) located in Stratford, Connecticut for chemical analysis. The samples will be analyzed for the following parameters: total dissolved solids (TDS), total suspended solids (TSS), alkalinity, biological oxygen demand (BOD), chemical oxygen demand (COD), ammonia, nitrate, chloride, total iron, and total manganese. Surface water samples from SW-1, SW-2, and SW-3 will be laboratory filtered for dissolved iron and manganese concentrations. Groundwater samples from monitoring wells (MW-2 and MW-3) will also be analyzed for volatile organic compounds (VOCs) by the United States Environmental Protection Agency (EPA) Method 8260 and the groundwater from the one domestic well (MW-1 [Dog Pound Well]) will be sampled for VOCs by EPA method 524.2.

### **Quarterly Reporting**

Results from each monitoring quarter will be provided in separate letter reports to the Town of North Stonington. The reports will include sampling locations, dates of sampling, analytical parameters, and analytical results. Copies of the quarterly monitoring reports will also be forwarded to the CT DEEP Solid Waste Division (as required in the November 28, 1984 solid waste permit). The Town of North Stonington will be responsible for forwarding copies of the results to the local health department.

### **Annual Report**

The Annual Monitoring report will summarize changing trends in leachate concentrations or constituents; impacts on adjacent surface waters; changes in plume location; changes in groundwater levels; and impacts to groundwater quality. Analytical data results will be compared to cleanup standards established by the CT DEEP and Connecticut Department of Public Health (CTDPH) Public Drinking Water Quality Regulations (CGS Section 19-13-B102) and Action Level List for Private Wells. The annual summary report will include figures, tabulated list of monitoring data, graphs showing the trends of parameters, and a depth to groundwater analysis.



Recommendations for additional monitoring or modifications to the existing monitoring program will also be made, if necessary. Upon completion, the two copies of the annual summary report will be submitted to the Town of North Stonington and one copy will be provided to the CT DEEP's Solid Waste Division (as required in the November 28, 1984 solid waste permit).

In accordance with the Permit, the Annual Monitoring Summary Report is due December 1st of every year.

### **Highway Garage and Transfer Station Stormwater Monitoring and Sampling [Permit Numbers GSI001476 & GSI001477]**

The scope of services for these tasks will include stormwater sampling and regulatory reporting to the CT DEEP.

The sampling will be conducted in general accordance with CT DEEP's *General Permit for Discharge of Stormwater Associated with Industrial Activity, October 1, 2011 (Modified December 3, 2013* [General Permit]), the sampling requirements per the 1984 solid waste Permit No. 158-1-L, and the stormwater pollution prevention plans (SWPPPs) for the Town of North Stonington Highway Garage (Permit No. GSI001476) and Transfer Station (No. GSI001477). As noted in the most recent contract, GEI has been unable to locate the SWPPPs for the Highway Garage and Transfer Station through the CT DEEP, and we recommend that the Town obtain copies of the permits from the original consultant.

#### ***Stormwater Sampling***

This task includes providing all labor and materials necessary to collect a water sample from each stormwater outfall at the Highway Garage and Transfer Station. Samples will be collected during a storm event which occurs within at least a 72-hour period without measurable rain. Stormwater grab samples will be collected within 30 minutes into the storm event, if possible. It is assumed that GEI will have access to the sites at any time to accommodate this weather dependent schedule.

Information consisting of the date, start-time of the discharge, sampling time, magnitude of the storm event, and the time elapsed since the previous storm event will be collected during each sampling event.

Two types of stormwater samples will be collected as part of this scope: visual assessment and analytical samples.

#### **Visual Assessment Samples**

Visual assessment samples will be collected from a representative stormwater discharge into a clean clear glass jar. Stormwater samples will be collected on a quarterly basis during the following periods:

<b>Sampling Event</b>	<b>Quarterly Period</b>
1 <sup>st</sup> Quarter	January 1 to March 31
2 <sup>nd</sup> Quarter	April 1 to June 30
3 <sup>rd</sup> Quarter	July 1 to September 30
4 <sup>th</sup> Quarter	October 1 to December 31

Each visual assessment sample will be examined in a well-lit area for the following water quality characteristics:

- Color
- Odor
- Clarity
- Floating, suspended or settled solids
- Foam
- Oil sheen
- Other obvious indicators of stormwater pollution

The visual assessment results will be made available to the Town. The visual assessment results are not required to be submitted to CT DEEP. However, if the visual assessment sample(s) indicates the control measures for the facility are inadequate or are not being properly operated and maintained, the Town is required to review the SWPPP and implement measures to improve stormwater quality.

### **Analytical Samples**

One representative stormwater sample will be submitted for laboratory analysis from the outfall sample locations at the Town Highway Garage. The sample will be collected twice a year within the sampling periods specified in the General Permit and SWPPPs: April 1 to September 30 and October 1 to March 31.

As of 2018 monitoring at the Transfer Station demonstrated compliance with the analytical suite provided below. As a result, the analytes listed below no longer require monitoring:

<b>Stormwater Monitoring Analytical Parameters</b>	
Total Oil and Grease	Nitrate as Nitrogen
pH	Total Copper
Chemical Oxygen Demand	Total Lead
Total Suspended Solids	Total Zinc
Total Phosphorous	Aquatic Toxicity
Total Kjeldahl Nitrogen	

In accordance with the General Permit guidelines, the only required analyses for the Highway Garage is total suspended solids (TSS). The results from within this monitoring period may demonstrate compliance with TSS, such that future analysis will not be required. Chloride and total cyanide are required to characterize run-off from road salt piles at the Highway Garage if road salt is being stored on site. This proposal includes the costs to analyze these three parameters.

Each stormwater sample will be placed into laboratory-preserved bottles delivered to and analyzed by CET in Stratford, Connecticut.

### **Report Preparation**

GEI will prepare and submit annual SMRs for the Highway Garage and submit the reports to the CT DEEP in accordance with the General Permit and the SWPPPs. Laboratory data reports will accompany each SMR submittal.

## Fee and Schedule

The work will be billed on a time-and-materials basis (in accordance with the enclosed fee schedule and standard conditions for engagement). Estimated costs are provided in the cost estimation table below. GEI will invoice monthly for services rendered and will manage the budget to the FY totals as presented below. Due to the nature of the sampling requirements and the timing of the activities, there will be monthly variability in GEI's invoices, but we will deliver the services described herein in accordance with the fiscal year annual budgets.

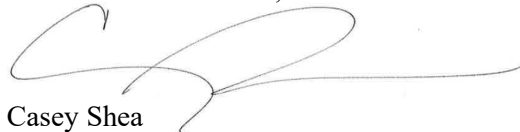
GEI will not conduct services without written authorization to proceed. Therefore, if this proposal is acceptable to the Town of North Stonington, we request that you provide authorization prior to the start of FY 2021 (July 1, 2021).

<b>Task 1: Landfill Permit Required Monitoring</b>		
	<b>FY 2021</b>	<b>FY 2022</b>
Labor (8 Quarterly Groundwater and Surface Water Events)	\$4,265	\$4,265
Laboratory Analysis (8 Quarters)	\$4,600	\$4,600
Direct Costs (Mileage, Field Equipment, and Materials)	\$1,235	\$1,235
Reporting (8 Quarterly Letters & 2 Annual Reports to CT DEEP)	\$2,535	\$2,535
<b>Task 1 Total</b>	<b>\$12,635</b>	<b>\$12,635</b>
<b>Task 2: Stormwater Monitoring (Highway Garage + Transfer Station)</b>		
	<b>FY 2021</b>	<b>FY 2022</b>
Labor (8 Visual Sample Events 4 Analytical Sample Events)	\$2,795	\$2,795
Laboratory Analysis (4 Quarters)	\$250	\$250
Direct Costs (Mileage, Field Equipment, and Materials)	\$500	\$500
Reporting (2 Annual SMR Reports to CT DEEP)	\$1,820	\$1,820
<b>Task 2 Total</b>	<b>\$5,365</b>	<b>\$5,365</b>
<b>Fiscal Year Total Estimated Cost</b>	<b>\$18,000</b>	<b>\$18,000</b>
<b>TOTAL Authorization Request FY 2021, FY 2022</b>	<b>\$36,000</b>	

We appreciate the opportunity to continue to provide these services to you. If you concur with the services described herein, please return a signed copy of this Agreement to us for our files. If you have any questions, please feel free to contact us.

Sincerely,

GEI CONSULTANTS, INC.



Casey Shea  
Environmental Compliance Manager



Christopher T. Gordon  
Project Scientist

### Enclosures

CTG/DBT/ah H:\WPROC\Project\Town of North Stonington\North Stonington Water Quality Monitoring\Proposals\2021-2023 Landfill Proposal\FY 2021-2023 NStonington Proposal.doc

## STANDARD PROFESSIONAL SERVICES AGREEMENT

### 1. AGREEMENT

This Agreement is made and entered into by and between

Town of North Stonington, 40 Main Street, North Stonington, CT 06359 and  
GEI Consultants, Inc., 455 Winding Brook Drive, Suite 201, Glastonbury, CT 06033

By this Agreement, the parties do mutually agree as follows:

### 2. SCOPE OF SERVICES

GEI shall perform the services described herein and in **Exhibit A**.

### 3. EFFECTIVE DATE

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

### 4. FORCE MAJEURE

- a) Force Majeure "Event of Force Majeure" means an event beyond the control of GEI and CLIENT, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods, epidemics, war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of GEI or its subcontractors.
- b) Neither CLIENT nor GEI shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either CLIENT or GEI shall give written notice to the other upon becoming aware of an Event of Force Majeure.

### 5. COMPENSATION

- a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B** but in no event later than thirty (30) days of CLIENT's receipt of invoice.
- b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.
- c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI, and will reference GEI's invoice number.
- d) Interest will accrue at the rate of 1% per month of the invoiced amount in excess of thirty (30) days past the invoice date, or as otherwise provided in **Exhibit B**.
- e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

### 6. PERFORMANCE STANDARDS

- a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other representations and no warranties, either express or implied, regarding the services provided hereunder.
- b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.

- c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.
- d) CLIENT agrees to look solely to the manufacturer or provider to enforce any warranty claims arising from any equipment, materials or other goods provided as a component of GEI's services.

## 7. INSURANCE

- a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.
- b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.

## 8. ALLOCATION OF RISKS

- a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
- b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project, or this Agreement, will not exceed the total compensation received by GEI under the specific applicable project and/or task order, or Fifty Thousand Dollars (\$50,000) whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.
- c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

## 9. CONFIDENTIALITY

- a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data, or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.
- b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

## 10. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use

and occupancy of the project. Any use of Project Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT's sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

#### 11. TERMINATION AND SUSPENSION

- a) This Agreement may be terminated by CLIENT for any reason upon ten (10) days written notice to GEI.
- b) This Agreement may be terminated by GEI for cause upon thirty (30) days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.
- d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT's labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.
- e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within sixty (60) days following invoice date, by providing written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

#### 12. DISPUTE RESOLUTION

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

#### 13. GENERAL CONSIDERATIONS

- a) Authorized Representatives. The following individuals are authorized to act as CLIENT's and GEI's representatives with respect to the services provided under this Agreement:

For CLIENT:	Mr. Michael Urgo
	Town of North Stonington
	_____
	_____
For GEI:	Mr. Casey Shea, Mr. Chris Gordon, Mr. David Terry
	_____
	_____

- b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between CLIENT and GEI.
- c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party's Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.

- e) Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.
- f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.
- g) Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) Headings. The headings used in this Agreement are for general reference only and do not have special significance.
- i) Certifications. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- j) Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder. CLIENT shall indemnify and hold GEI harmless from any claims by any third parties that arise from the CLIENT's release of any Project Documents by CLIENT.

**14. ADDITIONAL PROVISIONS**

- a) If Field Services are provided under this Agreement, the additional provisions included in **Exhibit D** shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, sample collection, or sample testing.
- b) If the services of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.
- c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.
- d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.
- e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit H** shall apply.

**15. EXHIBITS**

The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A, Scope of Services and Schedule
- Exhibit B, Payment Terms
- Exhibit C, Insurance
- Exhibit D, Special Provisions for Field Services
- ~~Exhibit E, Special Provisions for Services of Licensed Site/Environmental/Remediation Professionals~~
- ~~Exhibit F, Special Provisions for Engineering Design Services~~
- ~~Exhibit G, Special Provisions for Opinions of Probable Construction Costs~~
- ~~Exhibit H, Special Provisions for Construction Services~~

(Check all that apply; strike all that do not apply)



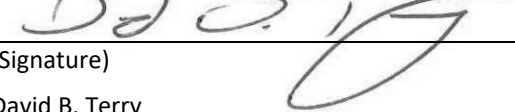
**16. ACCEPTANCE**

The parties hereto have executed this Agreement as of the dates shown below.

**For CLIENT:**

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**For GEI:**

By:   
\_\_\_\_\_  
(Signature)  
David B. Terry  
\_\_\_\_\_  
(Print Name)  
Vice President  
\_\_\_\_\_  
(Title)  
May 11, 2021  
\_\_\_\_\_  
(Date)



## **STANDARD PROFESSIONAL SERVICES AGREEMENT**

### **EXHIBIT A**

#### **Scope of Services and Schedule**

See accompanying proposal dated May 11, 2021.



**STANDARD PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT B**

**Payment Terms**

See accompanying proposal dated May 11, 2021.

**FEE SCHEDULE**

<u>Personnel Category</u>	<i>Hourly Billing Rate</i> \$ per hour
Staff Professional – Grade 1	\$ 79
Staff Professional – Grade 2	\$ 89
Project Professional – Grade 3	\$ 110
Project Professional – Grade 4	\$ 137
Senior Professional – Grade 5	\$ 168
Senior Professional – Grade 6	\$ 210
Senior Professional – Grade 7	\$ 210
Senior Consultant – Grade 8	\$ 210
Senior Consultant – Grade 9	\$ 210
Senior Principal – Grade 10	\$ 210
-----	
Senior Drafter and Designer	\$ 121
Drafter / Designer and Senior Technician	\$ 110
Field Professional	\$ 110
Technician, Word Processor, Administrative Staff	\$ 95
<u>Office Aide</u>	<u>\$ 95</u>

These rates are billed for both regular and overtime hours in all categories.

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

**OTHER PROJECT COSTS**

**Subconsultants, Subcontractors and Other Project Expenses** - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

**Field and Laboratory Equipment Billing Rates** – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

**Transportation and Subsistence** - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

**PAYMENT TERMS**

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

## STANDARD PROFESSIONAL SERVICES AGREEMENT

### EXHIBIT C

#### Insurance

GEI will carry the following types and amounts of insurance:

- A. Worker's Compensation and Employer's Liability (statutory):
  - 1. In accordance with the laws of the state(s) in which services are performed.
  
- B. Commercial General Liability (CGL) Insurance:
  - 1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
  - 2. Including explosion, underground drilling excavation, and collapse hazards.
  - 3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.
  
- C. Comprehensive Automobile Insurance:
  - 1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
  - 2. Includes all owned, nonowned, and hired vehicles used in connection with the services under this Agreement.
  
- D. Professional Liability Insurance:
  - 1. \$1,000,000 per claim and in aggregate.

## STANDARD PROFESSIONAL SERVICES AGREEMENT

### EXHIBIT D

#### Special Provisions for Field Services

- A. Right of Entry. CLIENT agrees to furnish GEI with right-of-entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in **Exhibit B**.
- B. Underground structures. CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work and shall indemnify and hold GEI, its subconsultants and employees harmless from all claims, losses or damages arising from GEI's services involving subsurface exploration.
- C. Presence of Hazardous Materials. If unanticipated hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, and terms and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated without cause and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.
- D. Disposal of Samples and Wastes Containing Regulated Contaminants. In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the Agreement, GEI will, at CLIENT's expense and as CLIENT's appointed agent, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and/or agent and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples. Further, CLIENT agrees to look solely to any transport or disposal entity in the event any claim, cause of action or damages arise from GEI's activities a bailee or agent of CLIENT under this provision.
- E. Contribution of Hazardous Materials. CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria and viruses, and

by-products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous, or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.

## STANDARD PROFESSIONAL SERVICES AGREEMENT

### EXHIBIT E

#### Special Provisions for Services of Licensed Site/Environmental Professionals

For services under this Agreement that require the engagement of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) registered with and subject to the laws and regulations promulgated by the state in which the services are provided (collectively the LSP/LEP/LSRP Program), the following will apply:

- A. Under the LSP/LEP/LSRP Program, the LSP/LEP/LSRP owes professional obligations to the public, including, in some instances, a duty to disclose the existence of certain contaminants to the state in which the services are provided.
- B. CLIENT understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP/LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of CLIENT, the licensed professional is bound by law to comply with the requirements of the LSP/LEP/LSRP Program. CLIENT recognizes that the licensed professional is immune from civil liability resulting from any such actual or alleged conflict.
- C. CLIENT agrees to indemnify and hold GEI harmless from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP/LSRP Program.

## STANDARD PROFESSIONAL SERVICES AGREEMENT

### EXHIBIT F

#### Special Provisions for Engineering Design Services

- A. Design Without Construction Phase Services. CLIENT understands and agrees that if GEI's services under this Agreement include engineering design and do not include Construction-Related Services, then CLIENT:
1. Assumes all responsibility for interpretation of the construction Contract Documents.
  2. Assumes all responsibility for construction observation and review.
  3. Waives any claims against GEI that may be in any way connected thereto.

For purposes of this Agreement, Construction-Related Services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction-phase services.

- B. Use of Documents.
1. The actual signed and sealed hardcopy construction Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.
  2. All documents including drawings, data, plans, specifications, reports, or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.
  3. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. GEI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. GEI may, at its sole discretion, add wording to this effect on electronic file submissions.
  4. CLIENT waives any and all claims against GEI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the electronic files. CLIENT agrees to indemnify and hold harmless GEI, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages, or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of electronic files.



## **STANDARD PROFESSIONAL SERVICES AGREEMENT**

### **EXHIBIT G**

#### **Special Provisions for Opinions of Probable Construction Costs**

GEI's Opinions of Probable Construction Cost provided under this Agreement are made on the basis of GEI's experience and qualifications, and represent GEI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since GEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, GEI cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by GEI.

If CLIENT wishes greater assurance as to probable construction costs, CLIENT agrees to employ an independent cost estimator.

## STANDARD PROFESSIONAL SERVICES AGREEMENT

### EXHIBIT H

#### Special Provisions for Construction Services

In accordance with the scope of services under this Agreement, GEI will provide personnel to observe the specific aspects of construction stated in the Agreement and to ascertain that construction is being performed, in general, in accordance with the approved construction Contract Documents.

- A. GEI cannot provide its opinion on the suitability of any part of the work performed unless GEI's personnel make measurements and observations of that part of the construction. By performing construction observation services, GEI does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including: methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and any other applicable federal, state, or local laws or regulations.
- B. In consideration of any review or evaluation by GEI of the various bidders and bid submissions, and to make recommendations to CLIENT regarding the award of the construction Contract, CLIENT agrees to hold harmless and indemnify GEI for all costs, expenses, damages, and attorneys' fees incurred by GEI as a result of any claims, allegations, administrative proceedings, or court proceedings arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions or recommendations concerning the award of the construction Contract. This paragraph will not apply if GEI is adjudicated by a court to have been solely negligent or to have actually engaged in intentional and willful misconduct without legitimate justification, privilege, or immunity; however, CLIENT will be obligated to indemnify GEI until any such final adjudication by a court of competent jurisdiction.



TOWN OF NORTH STONINGTON  
APPLICATION FOR BOARDS AND COMMISSIONS, ETC.

RECEIVED

2021 MAY -3 P 2:46

TOWN CLERKS OFFICE  
NORTH STONINGTON CT

Please return the completed application to the Town Clerk, 40 Main Street, North Stonington CT 06359 or email to [townclerk@northstoningtonct.gov](mailto:townclerk@northstoningtonct.gov)

BOARD, COMMISSION, etc.: Sustainability Committee  
NAME: Toula Balestracci  
ADDRESS: 26 Cedar Drive, North Stonington, CT 06359  
PHONE NUMBER: 860-514-2929  
EMAIL ADDRESS: emailtoula@gmail.com  
PARTY AFFILIATION (if any): Democrat

Background information which you feel might be relevant to your application:

I have served on a couple of committees and volunteer when I can. I can make a positive contribution to the Sustainability Committee.

Why are you interested in this Board/Commission/etc.:

North Stonington should be proactive and mindful of the sustainability of our town.

It's important that we all volunteer and serve when possible.

Have you attended any of the meetings of the Board/Commission/etc.:

The initial discussion

Please list all local community organizations in which you are actively involved or hold membership:

EDC and the School Repurposing Committee (past)

Chair of NSDTC (present)

Do you have any time constraints that would limit your participation or attendance on this

Board/Commission/etc.:

no

11/14/2019



TOWN OF NORTH STONINGTON  
APPLICATION FOR BOARDS AND COMMISSIONS, ETC.

Please return the completed application to the Town Clerk, 40 Main Street, North Stonington CT 06359  
or email to [townclerk@northstoningtonct.gov](mailto:townclerk@northstoningtonct.gov)

BOARD, COMMISSION, etc.: Sustainability Comm.tee  
NAME: CRAIG FASULLO  
ADDRESS: 108 CEDARS ROAD  
PHONE NUMBER: 804 239 3233  
EMAIL ADDRESS: DRFASULLO@GMAIL.COM  
PARTY AFFILIATION (if any): N/A

Background information which you feel might be relevant to your application:

SOMEWHAT KNOWLEDGABLE IN  
TOPIC OF SUSTAINABILITY  
NARRAL  
PRIOR EDUCATION IN A RESOURCE MANAGEMENT

Why are you interested in this Board/Commission/etc.:

GENERAL INTEREST IN THE SUBJECT  
I DESIRE TO BE INVOLVED  
IN HELP.

Have you attended any of the meetings of the Board/Commission/etc.:

NO

Please list all local community organizations in which you are actively involved or hold membership:

NONE

Do you have any time constraints that would limit your participation or attendance on this  
Board/Commission/etc.:

YES

a.p.✓



TOWN OF NORTH STONINGTON  
APPLICATION FOR BOARDS AND COMMISSIONS, ETC.

RECEIVED

Please return the completed application to the Town Clerk, 40 Main Street, North Stonington, CT 06359 or email to [townclerk@northstoningtonct.gov](mailto:townclerk@northstoningtonct.gov)

2021 MAY 4 A 8:01

BOARD, COMMISSION, etc.: Sustainability Committee

NAME: Alexis Kahn

ADDRESS: 307 Wyassup Rd. North Stonington, CT 06359

PHONE NUMBER: 401-862-1661

EMAIL ADDRESS: akahn@chelseagroton.com

PARTY AFFILIATION (if any): Democrat

TOWN CLERK'S OFFICE  
NORTH STONINGTON CT

Background information which you feel might be relevant to your application:  
I served as a volunteer to help the Town of North Stonington compile its application for the Sustainable CT initiative in 2019, which led to the successful achievement of the bronze certification level. In 2020, I again served as a volunteer for the Town to complete the application for silver certification for Sustainable CT.

Why are you interested in this Board/Commission/etc.:  
I believe this Committee will enable us as a Town to be more proactive in our collective sustainability efforts, and collaborate effectively to further drive the various areas championed by Sustainable CT. I believe the initiatives we will be able to spearhead through this Committee will make the Town not only a great place to live but one that will serve as an example to many other CT towns and communities.

Have you attended any of the meetings of the Board/Commission/etc.:  
Exploratory Sustainability Committee meeting on 4/22/2021.

Please list all local community organizations in which you are actively involved or hold membership:  
Fairview: Inspired Lives Planning Committee member  
Volunteer at Horses Healing Humans  
Board Member of Chelsea Groton Foundation

Do you have any time constraints that would limit your participation or attendance on this Board/Commission/etc.:  
I work during regular business hours but my schedule can occasionally be flexible.



TOWN OF NORTH STONINGTON  
APPLICATION FOR BOARDS AND COMMISSIONS, ETC.

RECEIVED

Please return the completed application to the Town Clerk, 40 Main Street, North Stonington CT 06359 or email to [townclerk@northstoningtonct.gov](mailto:townclerk@northstoningtonct.gov)

2021 APR 01 A 8:17

BOARD, COMMISSION, etc.: Sustainable Connecticut, North Stonington

NAME: Patricia Turner

ADDRESS: 37 Main Street, North Stonington

PHONE NUMBER: 860-535-1541

EMAIL ADDRESS: jmt.pst@gmail.com

PARTY AFFILIATION (if any): D

TOWN CLERK'S OFFICE  
NORTH STONINGTON CT

Background information which you feel might be relevant to your application:  
I have lived at my present address since 1982 and have kept aware of town business. I have served on the Conservation Commission. I am stepping town as town chair of Avalonia land Conservancy to spearhead a Pollinator Pathway Project in town.

Why are you interested in this Board/Commission/etc.:  
I believe Sustainable CT is a great idea. I want to see North Stonington continue in the many directions defined by Sustainable CT/

Have you attended any of the meetings of the Board/Commission/etc.:  
Yes

Please list all local community organizations in which you are actively involved or hold membership:  
NS Historical Society board, NS Garden Club board, Town Committee of Avaonia Land Conservancy, NS Assistant Registrar of Voters

Do you have any time constraints that would limit your participation or attendance on this Board/Commission/etc.:  
I may be away most of August. I will be awy 3 weeks September/October.

✓  
A.C.



TOWN OF  
**NORTH STONINGTON, CT**

**Juvenile Review Board**



May 10, 2021

Mike Urgo

40 Main Street

North Stonington, CT 06359

Dear First Selectman Urgo,

Two positions will be vacated on the Juvenile Review Board (JRB) effective May, 2021. The positions are one (1) at-large member for a three (3) year term and one (1) alternate at-large member for a one (1) year term.

I am submitting Larry Chappell for reappointment to the JRB for the at-large three (3) year position and Cheryl Biekert to be reappointed to the JRB for the at-large one (1) year position.

Very Truly Yours,

Joseph Gross

Chairperson

CC: Bob Carlson

Nita Kincaid



**Town of North Stonington  
Board of Selectmen Meeting  
Zoom Meeting  
April 27, 2021  
6:00 PM**

Public will be able to attend the meeting via Zoom with the following link:

<https://us02web.zoom.us/j/85271719715>

Or via Zoom App-Enter Meeting ID: 852 7171 9715

Or listen only via telephone by calling 646 558 8656 and enter Meeting ID: 852 7171 9715

**DRAFT MINUTES**

1. Call to order/Roll Call: 6pm, First Selectman Urgo, Selectwoman Kincaid, Selectman Carlson, Planning & Zoning Officer Juliet Hodge and Administration & Finance Officer Christine Dias in attendance.
2. Public Comments on Agenda and Non-Agenda Items\*
3. Solar Litigation and Scientific Testimony
  - a. First Selectman Urgo discussed the Planning & Zoning Officer Juliet Hodge provided an update on the solar project on New London Turnpike. Expert testimony is required by the Siting Council for the upcoming public hearing on June 8<sup>th</sup>. Robert Russo has provided a soil analysis and will likely attend the public hearing.
  - b. Motion by Selectman Carlson to approve the Selectman's Expenses in the amount up to \$2,500 for Solar Litigation and Scientific Testimony, 2<sup>nd</sup> by Selectwoman Kincaid. Motion approved 3-0-0.
4. 96 Button Road - Conservation Commission Discussion
  - a. Conservation Commission Chairman Bill Ricker discussed the current policy of monitoring for 96 Button Road and the suggested changes to the attorney general's wording through a Friendly Suit. The town attorney will review the changes and provide feedback before final submission to the attorney general.
  - b. Motion by First Selectman Urgo to approve the suggested changes as presented by the Conservation Commission as it relates to 96 Button Road, 2<sup>nd</sup> by Selectman Carlson. Motion approved 2-0-1 (Selectwoman Kincaid abstained).
5. SHPO Historic Restoration Fund Grant



- a. Planning & Zoning Officer Juliet Hodge provided an update on the resolution and two grants for the John Dean Gallup House. Discussion followed.
  - b. Motion by Selectman Carlson to approve the SHPO Historic Restoration Fund Grant as presented, 2<sup>nd</sup> by Selectwoman Kincaid. Motion approved 3-0-0.
6. SHPO Survey and Planning Grant
  - a. Motion by Selectwoman Carlson to approve the SHPO Survey and Planning Grant as presented, 2<sup>nd</sup> by Selectwoman Kincaid. Motion approved 3-0-0.
7. 113 Pendleton Hill Road Well
  - a. First Selectman Urgo discussed the PWS Offer of Service Form to a New Water System/Water Company for 113 Pendleton Hill Road. Planning & Zoning Officer Juliet Hodge provided an explanation of the form as a formality due to the intended use of a well on the property.
  - b. Motion by Selectman Carlson to approve a sign off on the form, 2<sup>nd</sup> by Selectwoman Kincaid. Motion approved 3-0-0.
8. Education Center Sub-Committee Update
  - a. Selectman Carlson provided an update from the Education Center Sub-Committee. The board discussed bringing to the Planning and Zoning Board a request to use the property as an educational facility.
  - b. Motion by Selectman Carlson to empower First Selectman Urgo to send a letter to Planning and Zoning requesting a change in the facility use, 2<sup>nd</sup> by First Selectman Urgo. Motion approved 3-0-0.
9. Tax Collector Vacancy Update
  - a. Motion by First Selectman Urgo to add agenda item "Tax Collector Vacancy Update", 2<sup>nd</sup> by Selectman Carlson. Motion approved 3-0-0.
  - b. First Selectman Urgo provided an update regarding the vacant position of Tax Collector at Town Hall.
10. Traffic Commission Discussion Items
  - a. The Traffic Commission Sub-Committee made recommendations to the Board of Selectmen regarding the parking space on Miller Road and the tree on Legend Wood Road. Selectman Carlson requested an update on speed humps, it was requested that the Board of Selectmen bring the issue to the Traffic Commission Sub-Committee for further discussion.
11. FY2022 Budget Discussion
  - a. The Board of Selectmen discussed the budget and timeline.
12. Selectman's Expense Line Policy Discussion

- a. The Board of Selectmen discussed a draft policy regarding line item B1.06: Selectmen's Expenses. Future agendas will include a line item to discuss any purchases over \$100.
- b. Motion by Selectwoman Kincaid to approve the policy with the amendment that mileage is an exception to the rule, 2<sup>nd</sup> by Selectman Carlson. Motion approved 3-0-0.

#### 13. 2020 State DERA Grant Extension

- a. First Selectman Uργο provided an update regarding the submitted extension request for the 2020 DERA Grant Extension. DEEP approved an extension until next year, 2022.

#### 14. Tax Relief Program Discussion

- a. The Board of Selectmen discussed potential tax relief programs for the elderly and disabled as suggested by the Board of Finance. The board looks to continue discussions and asks that the Town's Assessor Darryl DelGrosso is in attendance at the next regular Board of Selectmen meeting to further explain impacts on taxpayers.

#### 15. Future Special Meeting Date Discussion

- a. The Board of Selectmen will hold a special meeting to call for a Town Meeting regarding the budget once it is moved forward by the Board of Finance.

#### 16. Minutes

- a. March 23, 2021 Meeting
  - i. Motion by Selectman Carlson to approve minutes as presented, 2<sup>nd</sup> by Selectwoman Kincaid. Motion approved 3-0-0.
- b. March 26, 2021 Special Meeting
  - i. Motion by Selectman Carlson to approve minutes as presented, 2<sup>nd</sup> by Selectwoman Kincaid. Motion approved 3-0-0.
- c. April 1, 2021 Special Meeting
  - i. Motion by Selectman Carlson to approve minutes as presented, 2<sup>nd</sup> by Selectwoman Kincaid. Motion approved 3-0-0.
- d. April 6, 2021 Special Meeting
  - i. Motion by Selectman Carlson to approve minutes as amended, 2<sup>nd</sup> by First Selectman Uργο. Motion approved 3-0-0.

#### 17. Public Comments on Agenda Items\*

#### 18. Adjournment

- a. Motion by Selectman Carlson to adjourn at 7:58 pm, 2<sup>nd</sup> by Selectwoman Kincaid. Motion approved 3-0-0.

\*The Board of Selectmen respectfully requests that public comments do not exceed two (2) minutes per person in respect for everyone's time.

Respectfully submitted,

Bailey Talbott



**Town of North Stonington  
Board of Selectmen Special Meeting  
Zoom Meeting  
May 3, 2021  
7:30 PM**

Public will be able to attend the meeting via Zoom with the following link:

<https://us02web.zoom.us/j/84668834176>

Or via Zoom App-Enter Meeting ID: 846 6883 4176

Or listen only via telephone by calling 646 558 8656 and enter Meeting ID: 846 6883 4176

**DRAFT MINUTES**

1. Call to order/Roll Call: 7:30 pm, First Selectman Uργο, Selectwoman Kincaid, Selectman Carlson and Administration & Finance Officer Christine Dias in attendance.
2. Call for Town Meeting
  - a. The Board of Selectmen discussed moving the budget to a Town Meeting as one or two questions. Those interested in attending can do so either virtually or in-person. Pre-registration is required for those interested in attending via Zoom and must register by Noon on Monday, May 10.
  - b. First Selectman Uργο read the call for a Town Meeting; please see the attachment for the full call. Motion by Selectwoman Kincaid to approve the call as read, 2<sup>nd</sup> by Selectman Carlson. Motion approved 3-0-0.
3. Adjournment
  - a. Motion to adjourn by Selectman Carlson at 7:39 pm, 2<sup>nd</sup> by Selectwoman Kincaid. Motion approved 3-0-0.

Respectfully submitted,

Bailey Talbott



*Town of North Stonington  
North Stonington, Connecticut*

Warning is hereby given to the electors and those entitled to vote at town meetings of the Town of North Stonington that the Annual Town/Budget Meeting shall be held at the following location on the date and time indicated for the purposes of transacting the business set forth below:

Location: North Stonington Wheeler School Gymnatorium, 297 Norwich Westerly Road &  
via Zoom: [https://us02web.zoom.us/webinar/register/WN\\_lcn68c3gRg2GfPu4vaMX8A](https://us02web.zoom.us/webinar/register/WN_lcn68c3gRg2GfPu4vaMX8A)  
Webinar ID: 850 8937 0811

Date: May 10, 2021

Time: 6 PM

For the purpose of verifying registered voters, those wishing to attend the meeting online and vote online will need to pre-register through the link provided by 12pm on May 10. Those who have the capability for online access are encouraged to attend virtually. In person attendance will be available following COVID-19 guidelines.

1. 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 Operating: \$5,178,341; Redemption of Debt: \$1,382,949; and Capital: \$252,253; for fiscal year July 1, 2021 through June 30, 2022, in the total amount of \$6,813,543?
2. Shall the Town of North Stonington approve the estimates and recommendations of the Board of Finance with respect to the annual Board of Education budget for fiscal year July 1, 2021 through June 30, 2022 in the amount of \$14,371,465?

Notice of Referendum

Resolved, the Board of Selectmen, pursuant to its authority under Connecticut General Statutes, Section 7-7, hereby removes the questions to be considered at the May 10, 2021 Annual Town Meeting cited in the prior resolution, to a referendum to be held on May 17, 2021, the hours for voting at said referendum shall be established by vote at the May 10, 2021 Town Meeting, said hours are recommended by the Board of Selectmen to be 6:00am-8:00pm.

BOARD OF SELECTMEN

Robert A. Carlson

Michael A. Urgo

Nita B. Kincaid



**Town of North Stonington  
Board of Selectmen Special Meeting  
Zoom Meeting  
May 20, 2021  
12:00 PM**

Public will be able to attend the meeting via Zoom with the following link:

<https://us02web.zoom.us/j/82627721171>

Or via Zoom App-Enter Meeting ID: 826 2772 1171

Or listen only via telephone by calling 646 558 8656 and enter Meeting ID: 826 2772 1171

**DRAFT MINUTES**

1. Call to order/Roll Call: 12:02pm, First Selectman Urgo, Selectman Carlson, Selectwoman Kincaid, and Administration & Finance Officer Christine Dias in attendance.
2. 298 Norwich Westerly Road Rental RFP Discussion
  - a. The Board of Selectmen discussed an RFP for the Education Center at 298 Norwich Westerly Road. Edits to the document were discussed, acceptable uses: lease or purchase or lease to purchase will be added to section two in the first sentence and contact information will be added to section three.
  - b. Motion by Selectman Carlson to approve the RFP as amended, 2<sup>nd</sup> by Selectwoman Kincaid. Motion approved 3-0-0.
3. Adjournment: Motion by Selectman Carlson to adjourn at 12:10pm, 2<sup>nd</sup> by Selectwoman Kincaid. Motion approved 3-0-0.

\*The Board of Selectmen respectfully requests that public comments do not exceed two (2) minutes per person in respect for everyone's time.

Respectfully submitted,

Bailey Talbott