



*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 a Special Town 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: Wheeler Middle High School, 297 Norwich Westerly Road

Date: October 8, 2019

Time: 7 PM

1. Shall the Town of North Stonington be authorized to negotiate the sale of the property located at 163 Wintechog Hill Road for the development of affordable housing?
2. Shall the Town of North Stonington have permission to lease up to 20 acres of land on Town-owned parcels on Wintechog Hill Road to build photovoltaic systems for a solar project?
3. Shall the Town of North Stonington adopt an Ordinance titled "Land Acquisition Fund" and for the Town Clerk to be allowed to publish an abbreviated version of the legal ad regarding the Notice of Passage of the Land Acquisition Fund ordinance?
4. Shall the Town of North Stonington invest \$40,000 with Avalonia Land Conservancy for the purchase of a permanent open space parcel on Puttker Road from the Land Acquisition fund?
5. Shall the Town of North Stonington empower the First Selectman to enter into a contract with the Connecticut Department of Emergency Services and Public Protection for the services of two (2) Resident Troopers for a term of three years July 1, 2019-June 30, 2022?
6. Shall the Town of North Stonington as approved by the Board of Finance approve an additional appropriation in the amount of \$101,749 for LoCIP projects?

Robert A. Carlson

BOARD OF SELECTMEN

Michael A. Uργο

Nita B. Kincaid

**TOWN OF NORTH STONINGTON  
REQUEST FOR QUALIFICATIONS/PROPOSALS  
RFQ/RFP #19-WINT-AHP**

**AFFORDABLE HOUSING DEVELOPMENT AND SALE OF A PORTION OF TOWN  
PARCEL OFF WINTECHOG AND WRIGHTS ROAD**

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## LEGAL NOTICE

### TOWN OF NORTH STONINGTON REQUEST FOR QUALIFICATIONS/PROPOSALS RFQ/RFP #19-WINT-AHP

#### AFFORDABLE HOUSING DEVELOPMENT AND SALE OF A PORTION OF TOWN PARCEL OFF WINTECHOG AND WRIGHTS ROAD

The Town of North Stonington is seeking a non-profit affordable housing development firm/team to build and manage quality affordable housing based in part on existing design concepts, pro-forma, and septic feasibility studies, on a 10acre portion of Town owned land generally known as 163 Wintechog Hill, and more fully described in this RFQ.

Respondents are required to submit five copies and one electronic copy of their affordable housing development proposal, purchase price proposal, and qualification statements in a sealed envelope by no later than Friday November 8<sup>th</sup>, 2019 at 2:00 p.m. in the Office of the First Selectman, Old Town Hall, 40 Main Street, North Stonington, CT 06359. Late submittals will be rejected. All submittals should be labeled with RFQ number and title.

A short list of respondents may be selected for interviews with a Town appointed selection committee. The awarded respondent will enter into a Purchase and Sale/Development Agreement on a Town approved form, subject to due diligence and regulatory approval periods.

The complete RFQ/RFP documents may be obtained at the Office of the First Selectman or may be accessed from the Town of North Stonington's website at [www.northstoningtonct.gov](http://www.northstoningtonct.gov) and the Connecticut Department of Administrative Services State Contracting Portal. Questions regarding the RFQ may be directed, in writing only, to Juliet Hodge, Planning, Development & Zoning Official at [jhodge@northstoningtonct.gov](mailto:jhodge@northstoningtonct.gov) with a copy to the Administration and Finance Officer, Christine Dias at [cdias@northstoningtonct.gov](mailto:cdias@northstoningtonct.gov).

The Town of North Stonington reserves the right to reject any or all proposals; or to waive defects in same, if it deems such to be in the best interest of the Town. The Town of North Stonington is an affirmative action, equal opportunity employer.

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Michael Uργο, First Selectman

## **II. OVERVIEW**

### **A. The Town of North Stonington**

The Town of North Stonington is a rural town in New London County covering 55 square miles. Named for the stony character of the hilly countryside, North Stonington was incorporated in 1807. Farms, mills, tanneries, iron works and cottage weaving contributed to a prosperous and renowned mercantile center in the 1800s. Changing times have left dairy farming and construction as the principal industries. Residents cherish the strong agricultural history, historic homes and villages as well as the natural resources that give North Stonington its unique and rural character.

North Stonington is primarily a rural, residential community with a strong network of State Roads and Highways providing easy access Providence and Boston to the north and New Haven and New York to the south along the I-95 Corridor as well as Hartford and other larger towns to the west along the Route 2 Corridor.

This median age is 48, and the median household income is approximately \$84,000. As of the latest Census, the population was 5,293 with nearly 2,200 households. North Stonington's housing stock is almost entirely comprised of detached, single-family homes spread through-out town, with two denser neighborhoods located in the southern portion of town, and one mobile home park off Route 184 just before the Stonington Border.

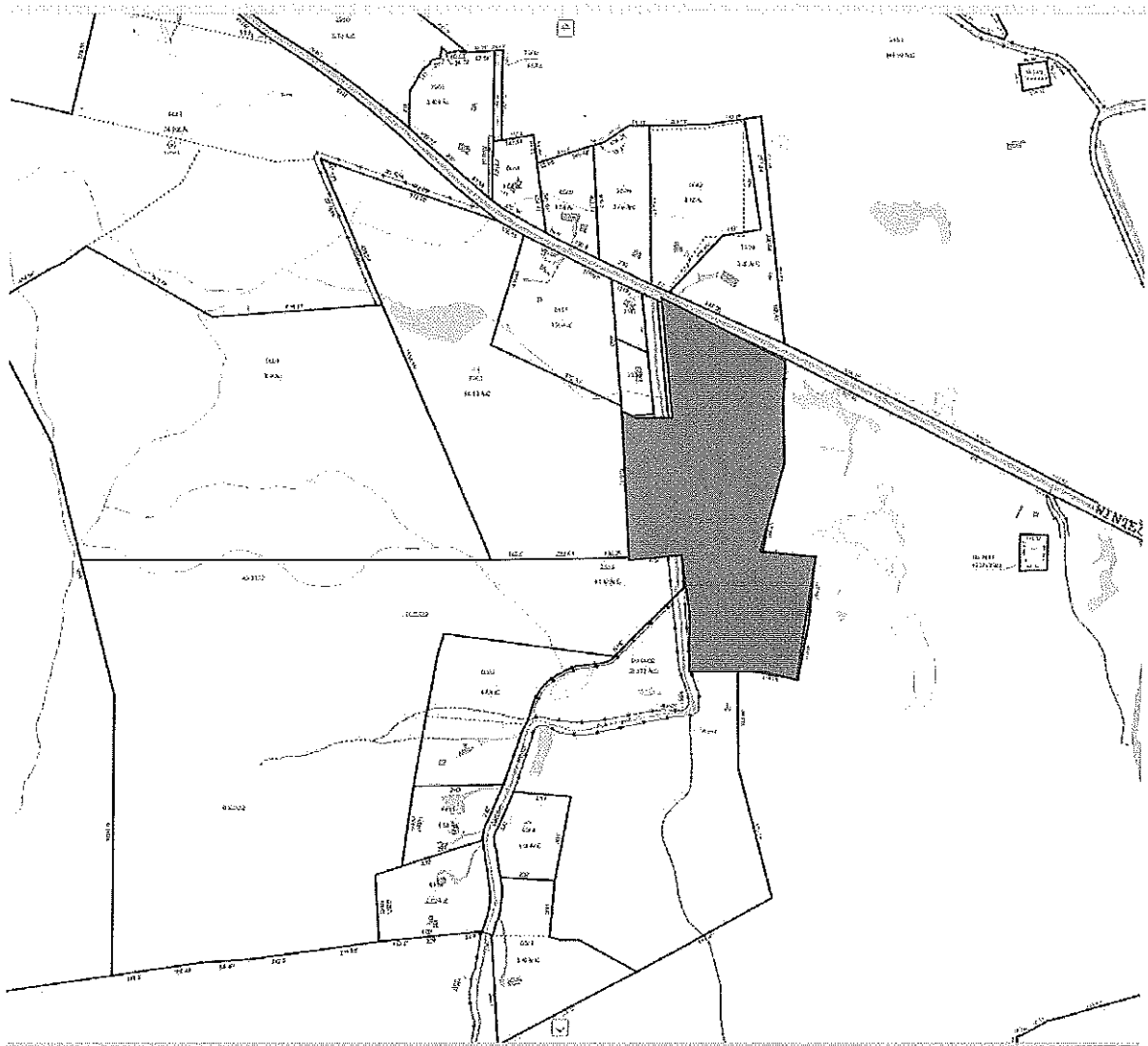
North Stonington's schools are currently being renovated and are designated as "Schools of Distinction." The Center for Emergency Services was completed last year and the Recreation Department now operates from the former firehouse across the street.

(For more information about the Town, see North Stonington Plan of Conservation and Development, adopted December 12, 2013 available on the Town's website)

### **B. Project Site**

In 2008, several parcels of land off of Wintechog Hill and Wrights Road totaling 108 acres were donated to the Town with affordable housing given as a possible use. An additional 8 acres was acquired in 2015. It is these 8 acres, together with small portions of the larger 108 acres that form the 10 acre "project site" which is the subject of this RFP. The property is bordered by mostly undeveloped woodland with a few residential homes dispersed throughout the area. Wrights Road bisects the town property and provides access to several of these private residences located at the south end of the road.

The following parcels will be associated with this project: 163 Wintechog Hill Rd., Tax Map #93, Lot #6737 and a portion of #99-0002 and #93-2332 to form a 10.71-acre in the R-80 (Rural Residential Zone), after Lot Line Adjustment is complete. (See Attachment 1 for Tax Map and Property Cards)



### **C. General Project Overview**

The Town seeks an experienced non-profit, affordable housing development team meeting the qualifications described in this RFQ/RFP that have demonstrated their ability to design, build and manage quality affordable housing projects. The Town seeks proposals that demonstrate an understanding of the intent for this project as described herein.

At the end of the evaluation process, which may include interviews and review of RFP fee proposals, the selection committee will recommend a developer(s) to the Board of Selectmen for execution of the Purchase and Sale/Development Agreement, subject to applicable regulatory approvals and developer due diligence.

The Wintechog Hill property will be offered "as is" to the selected developer(s) who shall have full responsibility for obtaining all required approvals for their project and conducting due diligence, including environmental studies, site survey, environmental remediation, if needed,

site preparation, permits and any other predevelopment costs. Developer/owner shall be responsible for applicable property tax liabilities.

#### **D. Project History**

This project is the result of a nearly 10-year effort carried out by the North Stonington Affordable Housing Committee and Planning and Zoning Commission, staff, UCONN students, and hired consultants. The following work was completed.

- In 2012, UCONN Students were “hired” to look at the 108 Town-owned parcels on Wintechog Hill and create concept plans for the development of housing and other low impact uses. A copy of select conceptual plans are attached hereto. (See Attachment 2)
- The North Stonington Affordable Housing Committee was awarded a Phase I Pre-development grant from the Department of Housing to conduct a feasibility study for an Incentive Housing Zone on the town-owned parcels totaling 108 acres off of Wintechog Hill Road in North Stonington.
- Study was completed May, 2015 by Milone & MacBroom, Inc. (MMI). A copy of Report is attached hereto. Engineering and survey mapping of the property and the preferred location of potential housing is set forth in the Report. (See Attachment 3)
- In 2013, the Town acquired an additional 8 acres – located at 163 Wintechog Hill. (See Map p4)
- In 2017, Town funds were allocated to complete a “ground-proofed” conceptual plan of affordable housing for the eastern portion of the site. MMI were hired to do the work – building on their feasibility study. Several concept plans were presented. (See Attachment 4)
- In 2018, The Town of North Stonington retained Eastern Connecticut Housing Opportunities (ECHO) to undertake financial modeling of various affordable housing development alternatives for a portion of the property, as shown in MMI’s conceptual drawings. ECHO recommended doing the project in two phases. (See Attachment 5)
- MMI revised the conceptual plans based on the findings of the pro-forma and the addition of the 8-acre parcel. (See Attachment 6)
- In June 2019, the Planning and Zoning Commission voted to recommend that the residents decide at a Town Meeting whether or not to proceed with the project.

All previous plans, reports and conceptual drawings are attached.

#### **E. Affordable Housing in North Stonington**

North Stonington is a rural community that lacks the city and urban infrastructure and transit oriented design of urban and suburban communities. However, through the formation of an affordable housing committee and the dedication of town planning staff and volunteers, the Town strives to create opportunities that will facilitate housing options.

Though less than 2% of the Town’s housing is considered “qualified affordable” per State Statute 8-30g, efforts have been consistent to diversify the housing type and create opportunities for the

development of affordable housing. In 2008, The Board of Selectmen established the Affordable Housing Advisory Committee to investigate opportunities and strategies for the development of affordable housing and providing a range of housing opportunities – in ways that match the scale and character of North Stonington. A Housing Needs Report was completed in 2008. [https://www.northstoningtonct.gov/sites/northstoningtonct/files/uploads/ns\\_ahc\\_report.pdf](https://www.northstoningtonct.gov/sites/northstoningtonct/files/uploads/ns_ahc_report.pdf)

This committee evolved into the formal North Stonington Affordable Housing Committee still active today. A comprehensive Housing Plan was adopted in 2012. The guiding principles of the plan are still relevant today. New housing opportunities should enhance the community, be well planned, and be located in appropriate places.

Key findings from community input into the housing plan and an analysis of conditions and trends were:

- Residents identified a need and support for the expansion of housing choices.
- North Stonington is **overinvested** in single family houses, leaving few opportunities for those who need or desire other housing options.
- Housing prices grew at a much greater pace than income, creating a **gap** in what is affordable.
- North Stonington severely **lags** in creating qualified affordable housing.

From the Affordable Housing Committee, a housing non-profit group, *Keeping North Stonington Affordable (KNSA)*, formed to enable the pursuit of grants and other sources of funding that the town otherwise would not be able to obtain, for the purpose of acquiring land or houses for the development of affordable-housing projects in town.

The Town also has adopted several new Zoning regulations which in a variety of ways allow, or provide incentives for affordable housing development.

#### **F. North Stonington's Housing Goals and Objectives with Respect to Project**

The 2012 Housing Plan, prepared by the North Stonington Affordable Housing Committee and Planimetrics, Inc. (available in the office of the Town Planner and on the Town Website [https://www.northstoningtonct.gov/sites/northstoningtonct/files/uploads/ns\\_housing\\_plan.pdf](https://www.northstoningtonct.gov/sites/northstoningtonct/files/uploads/ns_housing_plan.pdf)) identifies a substantial need for affordable housing especially for rental units suitable for young adults wishing to stay in town and seniors looking to downsize. Residents and Committee members expressed a desire to control the density and appearance of any community-driven affordable housing project in order to end up with a project that fit the character of town and the parcel on which it was situated.

##### **Development Parameters:**

1. **Unit Size:** The project may include a range of unit sizes. Proposals shall explain the basis for the proposed mix. Town recognizes that the type of units and range of affordability will be determined in part by the sources of available funding/ programs.
2. **Design:** The project shall consist of at least five (5) buildings with individual wells and a shared septic system with a maximum of fifty-five (55) bedrooms. The project shall conform

to the design context of a rural neighborhood to the maximum extent feasible and shall maximize sustainability and compatibility with the natural environment.

3. **Affordability Requirements:** Project shall be mixed income with a minimum of 75% of the units available to households earning a range of incomes meeting the definition of affordable as determined by the State of Connecticut Department of Housing.
4. **Length of Affordability Term:** The term affordability will be at least forty years (or as determined by funding program).

### **III. SUBMISSION OF DEVELOPMENT CONCEPT AND QUALIFICATION STATEMENTS**

Five copies of the affordable housing development proposal, including any supporting materials with one cover letter with an original signature from a principal or executive director of proposer must be submitted. If proposer consists of a team of several entities, an authorized representative of each entity shall sign the cover letter. All application materials must also be submitted electronically.

#### **Submissions shall include the following:**

1. **Statement of Interest:** Provide a statement of proposer's interest in development of the project; highlights of qualifications; proposer's understanding of the objectives of the RFQ/RFP; and a brief description of the project team.
2. **Applicant Qualifications:** Describe the entities and key personnel on the proposer's team; CV's for lead personnel, and a brief description of similar projects completed by the team in the past ten years. Highlight any affordable housing development experience with location and photographs, describe the number of units and other detail about the units, and describe the economics of the project including funding sources.
3. **Project Description:** Provide a narrative description of the general development concept proposed addressing the goals of this RFQ/RFP. This narrative should include such elements as unit mix, target clientele, sustainability, financing plan, etc.
4. **Estimated Project Schedule:** Provide a project development schedule through completion including acquisition, permits, design, construction, and tenant selection.
5. **Financial Capacity and Project Feasibility:** Describe the general terms the applicant proposes for land transfer. Describe in general terms an analysis of the projects financial feasibility including construction costs, operating income, expenses, and other relevant information.
6. **Property Management Experience:** Provide a list of housing developments that the proposer currently manages including project location, number of units, and number of affordable units.
7. **Company Information:** Provide a brief summary of its company, including the following information:
  - Name of company and parent company, if any;



- Any prior name(s) by which the company was known and the years during which such name(s) was used;
  - Name(s) of any subsidiary or other company owned or controlled by the company;
  - Identify company's primary areas of service;
  - Address of principal office and office from which the Project will be managed;
  - Legal form of ownership. If a corporation, where incorporated; and if a limited liability company or partnership, where formed. Include statement that the entity is legally authorized to do business in CT; and
  - Evidence of any required licenses to conduct business, including any relevant professional licenses.
- 8. Default and Litigation:** Have you ever failed to complete any work awarded to you? Have you ever been declared to be in default on a contract? If so, when, by whom, where and why? Describe any pending litigation or arbitration proceedings in which your firm may be involved, including the nature and amount of any claims against you, the status of the proceeding and if concluded, the outcome.
- 9. Affidavit:** Include in proposal submission of the affidavit required in Section VII.
- 10. Offer:** Amount proposer is willing to pay for the property.

#### **IV. METHOD OF SELECTION/CRITERIA FOR AWARD**

##### **A. Method of Selection:**

1. Review of Qualifications/Short List: RFQ/RFPs to be received and opened by the Committee pursuant to the requirements of the RFQ/RFP. The Selection Committee ("Committee") will review and evaluate the statements of qualifications and proposed development concept received from the Respondents. Based upon such review, a short list will be developed by the Committee.
2. Schedule Interviews to be conducted by the Committee.
3. Committee will review purchase price or lease rental terms included in the RFP. The awarded respondent will be required to enter into a Purchase and Sale/Development Agreement, subject to due diligence and regulatory time periods.

##### **B. Criteria:** The Respondents will be evaluated on its qualifications by the Committee authorized by the Town using the following criteria:

- The content and quality of the response and its responsiveness to the terms, conditions, goals, objectives and instructions in the RFQ.
- The ability and capacity of the Respondent to provide the services.

- The character, integrity, reputation and experience of the Respondent/principals assigned to the project.
  - The quality and satisfaction of any previous services performed for the Town, if any
  - The financial resources available to provide the insurance and bond requirements and to design, construct and manage the project
  - The eventual development and fee proposal (RFP).
4. **Recommendation to Board of Selectmen:** Based on the results of the review of the statements of qualifications, fee proposals, interviews, if conducted and other provided supplemental information, the Committee will select a firm to recommend to the Board of Selectmen (BOS). The Committee will present their decision to the BOS and if acceptable, the BOS will vote to award and execute a Purchase and Sale/Development Agreement, in a form acceptable to the Town Attorney.

**V. TIMELINE OF THE RFO/RFP PROCESS**

The following timeline has been tentatively established:

Statements of Qualifications and Development Concept Due	11/8/2019
Optional preliminary interviews with respondents to discuss Concepts	Completed by 11/18/2019
Short list selected	11/20/2019
Interviews of short list firms:	Completed by 12/6/2019
Selection/Recommendation of Firm: (by selection committee and BOS)	12/16/2019
Enter into Purchase and Sale/Development Agreement: (condition - Town meeting approval and CGS 8-24 mandatory referral and public hearing as may be required by Statute)	1/6/2020

All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained or referenced in this RFQ must be made on or before noon on Tuesday October 29th, 2019 and shall be delivered in writing, or by email to Juliet Hodge, Planning, Development & Zoning Official at [jhodge@northstoningtonct.gov](mailto:jhodge@northstoningtonct.gov), with a copy to the Administration and Finance Officer [cdias@northstoningtonct.gov](mailto:cdias@northstoningtonct.gov). Questions and answers will be posted on the town’s website [www.northstoningtonct.gov](http://www.northstoningtonct.gov) by November 1<sup>st</sup>, 2019.

No phone calls will be accepted. Addendums will be issued in response to inquiries and posted on the Town website and the Connecticut Department of Administrative Services State Contracting Portal. It is the respondents' responsibility to monitor these websites.

## VI. GENERAL TERMS AND CONDITIONS

- A. **TERMS AND CONDITIONS:** A prospective Respondent must be willing to adhere to the terms and conditions of this request, including the following:
1. Ownership of Documents — All qualification statements submitted in response to this Request for Qualifications and Proposals (RFQ/RFP) are to be the sole property of the Town and subject to the provisions of Section 1-200 et seq. of the Connecticut General Statutes (re: Freedom of Information).
  2. Ownership of Subsequent Products — Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ/RFP is to be the sole property of the Town unless stated otherwise in the RFQ/RFP or contract.
  3. Timing and Sequence — Timing and sequence of events resulting from this RFQ/RFP will ultimately be determined by the Town.
  4. Oral Agreements — The Town will not be responsible for any alleged oral agreement or arrangement made by a Respondent with any agency or employee.
  5. Amending or Canceling Requests — The Town reserves the right to amend or cancel this RFQ/RFP prior to the due date and time, if it is in the best interest of the Town to do so.
  6. Rejection for Default or Misrepresentation — The Town reserves the right to reject the proposal of any Respondent that is in default of any prior contract or for misrepresentation.
  7. Clerical Error-The Town reserves the right to correct inaccurate awards resulting from its clerical error.
  8. Rejection of Qualification Statements - Qualification statements are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFQ/RFP.
  9. Changes to Qualification Statements - No additions or changes to the original qualification statement will be allowed after submittal.
  10. Contract Requirements — A formal agreement will be entered into with the Respondent. The contents of the proposal submitted by the successful Respondent and the RFQ/RFP will become part of any contract award.
  11. Rights reserved to the Town — The Town reserves the right to award in part, to reject any and all qualification statements in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the Town will be served.
  12. Withdrawal of Qualification Statements — Negligence on the part of the Respondent in preparing the qualification statement confers no right of withdrawal after the time fixed for the acceptance of the qualification statement.
  13. Assigning, Transferring of Agreement — The successful Respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, its

rights, title or interest therein or its power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town.

14. Cost of Preparing Qualification/Proposal Statements — The Town shall not be responsible for any expenses incurred by the organization in preparing and submitting a qualification statement. All qualification statements shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

**VII. AFFIDAVIT**

NON-COLLUSIVE/NON-CONFLICT AFFIDAVIT OF RESPONDENTS FOR: RFQ/RFP  
RFQ/RFP #19-WINT-AHP

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

1. the bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;
2. the contents of the bid have not been communicated by the bidder and its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid;
3. no Selectman or other officer or employee or person whose salary is payable in whole or in part from the Town of North Stonington, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof; and
4. bidder has read the North Stonington Code of Ethics, on file with the Town Clerk and which is available on the Town website <https://www.northstoningtonct.gov/sites/northstoningtonct/files/uploads/codeofethics.pdf> and he/she agrees on his/her behalf and on the behalf of his/her firm/company that he/she and his/her firm/company are in compliance with the Code with respect to this bid. Bidder further warrants that they will continue to comply with the North Stonington Code of Ethics with respect to their obligations under this bid and possible future contract award.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of North Stonington to consider the bid and make an award in accordance therewith.

Legal Name of Bidder: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_



2. Shall the Town of North Stonington have permission to lease up to 20 acres of land on Town-owned parcels on Wintechog Hill Road to build photovoltaic systems for a solar project?

## Land Acquisition Fund Ordinance:

### Fund created; purpose.

- A. Pursuant to the provisions of Connecticut General Statutes, § 7-131r, the Town of North Stonington does hereby create a special fund for the acquisition of land for open space or municipal use. The fund shall be known as the "Land Acquisition Fund." Such fund shall not lapse at the end of the municipal fiscal year.

### Sources of funding.

- A. There shall be deposited in said fund, annually, an amount, not to exceed the amount which would be generated by the imposition of a tax of two mills against the property subject to tax in such municipality pursuant to Chapter 203 of the Connecticut General Statutes, as may be appropriated by the municipality.

### Expenditures from fund.

- A. The continuation of the Land Acquisition Fund shall be perpetual, notwithstanding that from time to time said fund may be left with a zero balance or shall be unfunded.
- B. Expenditures shall be made from the Land Acquisition Fund only in accordance with the following procedures and requirements:
  1. Said expenditures shall be made exclusively for the appraisal, acquisition, and preservation costs relating to parcels of land or easements, interests or rights therein, the use of which includes the retention of the parcel in its natural condition or the protection of natural resources for passive recreational or agricultural purposes or other municipal use by the Town of North Stonington.
  2. Contributing to the cost of land acquisition by not-for-profit organizations when consistent with, and furtherance of the purposes set forth in the created ordinance set forth in (above) Fund created purpose, Sec A.
  3. Any expenditure is subject to a favorable review by the Planning and Zoning Commission pursuant to Connecticut General Statutes §8-24 and approval by the Board of Selectmen, Board of Finance and Town Meeting.

### Fund Transition Implementation.

- A. Transition of current fund known as "Town Land Acquisition Fund" , along with its current balance as of date of approval of this ordinance, will be transferred into the created fund referenced above and will follow provisions herein.



**CONTRACT BETWEEN THE STATE OF CONNECTICUT DEPARTMENT OF  
EMERGENCY SERVICES AND PUBLIC PROTECTION, DIVISION OF STATE  
POLICE AND THE**

**TOWN OF:** North Stonington

**TOWN ADDRESS:** 40 Main Street  
North Stonington, CT 06359

**FOR THE SERVICES OF RESIDENT STATE POLICE TROOPERS**

**TOWN FEIN#:** 06-6002055 **AGREEMENT NUMBER:** 2000/295

**CONTRACT PERIOD: July 1, 2019 to June 30, 2022**

In consideration of the North Stonington (hereinafter the "Town"), acting through its Chief Executive Officer (hereinafter the "Town CEO"), duly authorized, paying all costs pursuant to Connecticut General Statutes Section 29-5, as may be amended, and other good and valuable consideration, the Department of Emergency Services and Public Protection ("DESPP"), Division of State Police (hereinafter the "State Police"), acting through its Commissioner, duly authorized, hereby agrees to provide the Town with the services of two (2) Resident State Police Trooper(s) during the above-referenced contract period.

This Contract is subject to the following additional terms and conditions:

**I. Law Enforcement Operations and Activities**

**A. Authority Over Police Operations.**

The Town hereby delegates to the State Police the authority to supervise and direct the law enforcement operations of appointed constables and police officers in the Town as set forth below.

1. Except for terms and conditions that conflict with the Town's obligations under the Connecticut Municipal Employee Relations Act (hereinafter "the MERA") and/or are contained within any collective bargaining agreement between the Town and the town police officers' or constables' collective bargaining representative, all town police officers and constables shall be subject to applicable provisions of the current Resident State Trooper Program Administration and Operations Manual of the Department of Emergency Services and Public Protection (hereinafter the "Manual").
2. The Town shall promptly advise the State Police in writing of any terms and conditions of the current Manual which the Town reasonably believes conflict with any provision of any collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative and shall provide a copy of any such agreement to the State Police.



3. During collective bargaining, the Town shall attempt to negotiate terms and conditions consistent with the performance standards and other provisions of the Manual.

**B. Patrol Activities and Assignments**

The Resident State Police Supervisor or Trooper, as applicable, assigned to each Town shall be solely responsible for making all patrol and special activity assignments for Town police officers or constables, including the law enforcement duties to be performed, taking into consideration the needs of the Town after consultation with the Town CEO, sound police practices, and any rights of the Town police officers or constables as specified in any collective bargaining agreement between the Town and the constables'/officers' collective bargaining representative and the Town's obligations under the MERA.

Prior to submission, the Town shall confer with the relevant Troop Commander regarding anticipated grant applications related to law enforcement activities including as examples, DOT enforcement initiatives, equipment, or technology. The DESPP Grant Unit is available as a resource to assist the Town with the application process. It is understood that the Town, and not a Trooper, shall be the sole signatory on grant applications. Additionally, the Town shall be responsible for compliance with all grant terms and conditions and shall administer said grant funds in accordance with any grant approval. Any law enforcement technology or equipment purchases resulting from grant approvals shall be compatible with DESPP State Police systems and subject to DESPP official policies in accordance with the technology interoperability identified in Section I, paragraph E below.

**C. Investigative Methods**

The use of investigative methods, including but not limited to the conduct of all criminal investigations, application for and execution of all arrest and search warrants, use of force, vehicular pursuits, related activities, and reporting procedures, in the Town shall be in accordance with the provisions of the Manual.

1. Serious crimes, serious injury crimes and most complex incidents that involve in-depth, follow-up investigation, crime scene processing, seizure of evidence, application for and execution of search warrants, and out-of-town investigative work shall be conducted by the Resident State Police Supervisor or Trooper, as applicable, by State Police personnel assigned to the area State Police Troop, respective State Police major crime unit or any other State Police investigative unit deemed appropriate by the State Police. The State Police may, in its sole discretion, make exceptions to this policy on a case-by-case basis. A serious or complex investigation may be assigned to a town police officer or constable by the State Police after taking into consideration the nature of the case, requirements of the investigation, shift resources, response time, and the experience and training of the Town police officer or constable.
2. Every effort will be made by the State Police to allow a Town police officer or constable to remain involved in self-initiated, serious criminal investigations to the extent consistent with sound law enforcement investigative principles and practices

**D. Reports and Records**

All police investigative records generated by Town officers shall be the property of DESPP State Police and shall be prepared, formatted and submitted to DESPP State Police in the manner approved by DESPP State Police. No paper records may be stored at the resident trooper location. The Town shall respond to any Freedom of Information requests for such records by informing the requester that such records are under the sole custody and control of DESPP State Police. The Town may direct requests for motor vehicle accident reports to the Troop for processing in accordance with DESPP State Police policy.

All police investigative records generated by Town officers shall comply with the retention requirements of the regulations adopted by the State Librarian under the authority of section 11-8 of the Connecticut General Statutes and shall comply with the record storage requirements outlined by the Department of Administrative Services, Bureau of Enterprise Systems & Technology.

The Town shall be responsible for providing network connection interoperability and technological compatibility to DESPP State Police Records Management System in accordance with the requirements of DESPP State Police. The Town shall be responsible for and shall fully ensure interoperability of the records management system and the initiatives impacting such technology systems between the Town and DESPP State Police.

**E. Technology**

The Town shall be responsible for and shall ensure interoperability of information technology systems and initiatives impacting technology systems between the Town and DESPP State Police.

In order to fully support interoperability, the Town shall inform DESPP State Police of all anticipated technology purchases and initiatives related to law enforcement technologies before the Town purchases and/or acts on vendor agreements. Such technologies include, but are not limited to, body-worn cameras, license plate readers, drones, recording devices, and electronic defense weapons.

DESPP State Police shall respond to the Town whether the technology and/or initiative proposed can be interfaced with DESPP State Police technology systems and/or whether the technology or initiative is compatible with the DESPP State Police technology systems and covered by a DESPP official policy. Compatibility shall include, but not be limited to connectivity, storage, retrieval, security and system to system communication.

It is understood that the Town shall incur any costs associated with interfacing, connecting, storing, retrieving and/or creating the proposed technology system and/or initiative. If Town purchases technology or equipment that is not compatible with DESPP systems or is not covered by an official DESPP policy, the Town accepts all liability for such technology or equipment.

To ensure interoperability and compatibility between the technologies, the Town shall identify an information technology liaison to serve as a technical contact to address technical changes and/or upgrades relating to law enforcement technologies. DESPP must be able to access and record all technology and associated data and electronic storage, including electronic communications, in a timely manner on a 24/7 basis. DESPP must be able to download and/or make copies of such data at any time.

**F. Telecommunications**

The Town shall follow all DESPP State Police procedures regarding use, access and maintenance of State Police supplied telecommunications equipment and technology. If the Town operates its own radio system and dispatch function, Town police officers/constables, when dispatched to respond to an incident by such dispatch center, shall immediately notify the Troop State Police dispatch center of the incident to which they are responding.

**G. Chain of Command**

Resident State Police Supervisors or Troopers, where applicable, shall directly supervise the law enforcement operations of all Town police officers or constables. The Town CEO of a resident trooper town shall have reasonable, direct access to the area State Police Troop Commander, the Resident Trooper Supervisor and Resident State Police Troopers for regular and on-going communications regarding law enforcement in the Town.

1. In the absence of the assigned Resident State Police Supervisor or Trooper, where applicable, the chain of command for Town police officers or constables shall progress to the area State Police Troop Commander, or their duly assigned on-duty shift supervisor, and to the State Police District Commander.
2. The intent of this contract is to provide positive direction for the working relationship between Town police officers/constables and State Police personnel. All significant conflicts between Town police officers/constables and State Police personnel shall be referred to the next senior officer in the State Police chain of command.

**H. Use of Police Canines by Town Police Officers/Constables**

The use of Town police canines by Town police officers/constables shall be consistent with State Police policies and procedures. Towns electing to use

alternative programs for training and certification or recertification of police canines shall assume all costs and liabilities associated with such programs. In the event a Town police canine is employed in a manner inconsistent or contrary to policies and procedures of DESPP, the Town assumes all liability for any injuries or damages caused thereby.

**I. Overtime**

The State Police retains the right to make overtime assignments of State Police personnel in accordance with the prevailing State Police collective bargaining agreement and state law. Overtime assignments in the Town that require State Police services outside the scope of this contract and Connecticut General Statutes Section 29-5 such as those that fall within the scope of Connecticut General Statutes Section 7-284 shall be assigned in accordance with the prevailing State Police collective bargaining agreement and paid for by the Town in accordance with the prevailing rates for private contractor extra duty overtime assignments. This provision is intended to apply only to overtime performed by State Police personnel and is not intended to limit the rights of local officers or constables under any applicable local collective bargaining agreement.

**J. Administrative Responsibility**

1. The Town shall retain administrative responsibility for its personnel, including but not limited to, ensuring compliance with entry level standards for newly hired police officers or constables and training and certification requirements established by the Police Officer Standards and Training Council (POSTC) in accordance with the provisions of Connecticut General Statutes Section 7-294a *et seq.* and associated Regulations of Connecticut State Agencies or as otherwise required by law, compensation for services rendered, hours or shifts to be worked, and provisions of uniforms and equipment.

- i. Resident State Police Supervisors or Troopers, as applicable, shall cooperate with the Town by scheduling Town police officers and constables so as to enable them to meet these requirements in a timely manner.

**2. Administrative Investigations/Discipline**

All misconduct or performance issues on the part of Town police officers or constables which cannot reasonably be resolved through counseling or the issuance of a Performance Observation Report by the Resident State Police Supervisor or Trooper, if applicable, and which may warrant the imposition of discipline, however minor, or the need for additional remedial training, shall be promptly reported to the Town CEO. The Town CEO shall be kept apprised of any counseling or the issuance of any Performance Observation Reports.

- i. Allegations of misconduct on the part of Town police officers or constables which cannot reasonably be resolved through counseling or the issuance of a Performance Observation Report by the Resident State Police Supervisor or Trooper, if applicable, and which may warrant the imposition of discipline, however minor, shall be investigated by the State Police in a manner consistent with the provisions of the Manual and with any collective bargaining agreement between the Town and the

constables'/officers' collective bargaining representative. The State Police may recommend the imposition of appropriate disciplinary measures and/or remedial training for Town police officers/constables. Imposition of discipline, if any, upon Town police officers/constables, or assignment for additional training to remedy performance deficiencies on the part of Town police officers/constables, shall be the responsibility of the Town.

### **3. Evaluations**

In accordance with its obligations under the MERA and consistent with the terms of any collective bargaining agreement between the Town and constables' or police officers' bargaining representative, the Town shall implement a work performance evaluation system for all of the Town's police officers or constables. Such work performance evaluations shall be issued at least annually.

- i. The Town recognizes that evaluations are: 1) an effective supervisor's tool; and 2) that they identify superior or substandard work performance.
- ii. Consistent with the terms of any collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative, the Resident State Police Supervisor or Trooper, if applicable, and DESPP shall provide recommendations to the Town CEO concerning the periodic evaluation of the work performance of Town police officers or constables.
- iii. The Town shall make the final disposition on all work performance evaluations. Copies of completed work performance evaluations shall be filed in each Town police officer's/constable's official personnel files which shall be available to Resident State Police Supervisors and Troopers, as applicable, upon request.

## **II. Payment for Services Rendered**

### **A. Costs and Schedule of Payments**

The Town agrees to reimburse the State Police in accordance with CGS 29-5, as may be amended, for the cost of compensation, maintenance and other expenses, including reasonably necessary overtime costs and fringe benefits for its assigned Resident State Police Supervisor or Trooper(s) in accordance with the following:

1. The State Police shall invoice the Town on an annual basis, in arrears, for the accrued costs of services rendered under this Contract with the exception of overtime which shall be invoiced on a quarterly basis, in arrears.
2. The Town shall pay the State Police for the invoiced costs of services rendered under this Contract within thirty (30) days of receipt of each invoice. If the Town disputes all or a portion of a pending invoice, it shall be the responsibility of the

Town CEO to notify the State Police in writing before payment is due.

3. The State Police shall have the right to assess a late fee in the amount of five percent (5%) of the unpaid balance of each invoice for which undisputed amounts remain unpaid after sixty (60) days. In calculating unpaid amounts, partial payments shall first be applied to the oldest outstanding balances, and then to each successive outstanding balance until fully paid.
4. Fringe benefit rates consist of the following components:
  - i. Social Security (FICA)-Federally established rate
  - ii. Medicare-Federally established rate
  - iii. Retirement-Office of State Comptroller's established rate
  - iv. Medical and Group Life Insurance-DESPP established rates
  - v. Unemployment Compensation-Office of the State Comptroller's established rate
  - vi. Workers Compensation- Office of the State Comptroller's established rate

These rates are established on an annual basis based on the State of CT's Fiscal Year (FY) and notification of these rates will be provided to the Resident Trooper Towns via an annual Fringe Benefit Rate Notification Letter from DESPP.

### **III. Risk of Loss and Indemnification**

- A. The Town assumes the risk of loss for any and all activity involving full or part-time Town constables, municipal police officers, other municipal employees providing police services, law enforcement officers providing police services pursuant to a mutual aid agreement with the Town, and Town police canines, and hereby agrees to hold harmless the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents and employees, from any cause or action arising out of the activity of such full or part-time Town constables, police officers or other municipal employees providing police services, or if applicable, the activity of any town police canine, and to indemnify the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents and employees, from any liability resulting from the same.

The Town shall hold harmless and indemnify the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents, and employees, from any liability resulting from a cause or action founded either upon

*respondeat superior* or supervisory liability arising from the acts or omissions of full or part-time Town constables, police officers or other municipal employees providing police services, or, if applicable, the activity of any town police canine, made pursuant to a provision of the collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative, that is in conflict with a provision of the Manual.

Additionally, the Town shall hold harmless and indemnify the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents, and employees, from any liability resulting from any cause or action founded either upon *respondeat superior* or supervisory liability arising from the acts or omissions of a constable or officer that has refused or failed to comply with the provisions of the A&O Manual.

1. For the period covered by this Contract, the Town will insure itself and its employees with a \$1,000,000.00 combined single limit police professional liability or law enforcement liability insurance policy, or its equivalent, naming the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents and employees, as an additional insured with respect to any liability for acts of Town constables, municipal police officers or other municipal employees providing police services, law enforcement officers providing police services pursuant to a mutual aid agreement with the Town, or, if applicable, the activity of any town police canine or equipment/technology not covered under official DESPP policy, and submit a certificate of insurance (or self-insurance) to the Department of Emergency Services and Public Protection prior to the effective date of this Contract.
2. It is understood and agreed by the parties that each Resident State Police Supervisor or Trooper, as applicable, exercising their police power or performing services pursuant to this Contract is an employee of the State of Connecticut and not of the Town and that, except to the extent limited by law, the State of Connecticut, and not the Town, is responsible for such Resident State Police Supervisor or Trooper's actions while in the performance of their assigned duties.

#### **IV. Notices**

Any written notices required under this Contract shall be delivered as follows:

If to the Town:

Name  
Street  
City/Town, Connecticut

If to the Department of Emergency Services and Public Protection:

Commissioner  
Department of Emergency Services and Public Protection 1111  
Country Club Road  
Middletown, CT 06457-9294

**V. Governor's Executive Orders**

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. This agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Reilly, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Reilly, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

**VI. Amendment**

This Contract may be amended by formal written amendment signed by the Parties. Any amendment to modify DESPP State Police staffing at the Town shall comply with its collective bargaining notice requirements.

**VII. Termination**

This Contract shall remain in full force and effect for the entire term of the Contract period stated above unless sooner terminated by either the Town or the DESPP State Police by providing thirty (30) days prior written notice of its intent to terminate the Contract.

**THE DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION**

By: \_\_\_\_\_ (Date)  
James C. Rovella  
Commissioner  
Duly Authorized Pursuant to C.G.S. Section 4-8

**TOWN OF**

By: \_\_\_\_\_ (Date)  
Title: \_\_\_\_\_  
Duly Authorized



Town of North Stonington									
Local Capital Improvement Plan (LoCIP)									
FY 2019-2020 through FY 2023-2024									
	Estimated 2018-2019	Estimated 2019-2020	Estimated 2020-2021	Estimated 2021-2022	Estimated 2022-2023	Estimated 2023-2024			
LoCIP Beginning Balance with State of Connecticut	\$ 97,478	\$ 97,773	\$ 71,931	\$ 46,931	\$ 4,931	\$ 2,931			
Estimated Funding from the State of Connecticut	\$ 57,900	\$ 49,158	\$ 48,000	\$ 48,000	\$ 48,000	\$ 48,000			
LoCIP Fund Balance with State of Connecticut	\$ 155,378	\$ 146,931	\$ 119,931	\$ 94,931	\$ 52,931	\$ 50,931			
Proposed Projects and Estimated Values									
Lower Wyassup Road						\$ 15,000			
Replacement of all Town metal guardrails		\$ 40,000	\$ 60,000						
Town Road linestriping	\$ 11,205		\$ 13,000		\$ 15,000				
Milltown Rd resurfacing	\$ 46,400								
Hollowell Rd resurfacing		\$ 35,000							
Button Rd Resurfacing				\$ 90,000	\$ 35,000				