

TOWN OF STONINGTON  
VIRTUAL SPECIAL TOWN MEETING  
March 13, 2021

The first Virtual Special Town Meeting of the Town of Stonington was called to order at 10:00 a.m. on Saturday, March 13, 2021 at the Stonington Town Hall by First Selectman Danielle Chesebrough. Also, in attendance virtually were Selectwomen June Strunk and Deb Downie.

First Selectman Chesebrough asked all to stand for the Pledge of Allegiance. She then explained how the Town Meeting would proceed.

**PARTICIPATION:** The meeting is being held virtually through the WebEx platform. Residents are invited to join via computer using the link provided or through audio on a phone line. Residents wanting to comment during the meeting must join either via the WebEx link or by dialing in on the phone line. The meeting is also being streamed to Facebook for those wanting to watch, but not comment.

**COMMENTS:** Residents joining on their computers via the WebEx link will click on participants then click "raise hand button" located next to your name on the screen. The host will call upon you to speak.

Residents who have dialed in via phone line will press \*3 to "raise your hand". When it is your turn to speak you will hear a prompt telling you to press \*6 to unmute your line. At that time, you are able to speak in the meeting. Dial: 1-408-418-9388 Enter Access Code: 129 137 9372#

**VOTING:** Drive-up/walk-up voting will commence immediately following the virtual review of all items for voting consideration at Stonington Town Hall, 152 Elm Street, Stonington, CT. Voting will conclude at noon. Electors and citizens qualified to vote in Town Meetings will be able to vote without leaving their vehicles or may walk up to vote. Please bring proper identification as you will need to be verified by the Town Clerk's office. Once verified, you will receive a paper ballot to complete.

**RESULTS:** The virtual portion of the Special Town Meeting will reconvene after all of the votes have been tallied and the Town Clerk will announce the results of each item.

First Selectman Chesebrough asked for nominations for Moderator. Selectwoman Deb Downie nominated Mr. Ted Ladwig and being properly seconded by Selectwoman June Strunk, Mr. Ladwig was unanimously elected Moderator of the meeting. Town Clerk, Cynthia Ladwig, served as Clerk.

There being no objection the Moderator dispensed with the reading of the Call recorded immediately preceding this page. The Moderator stated that if there was no objection, he would dispense with the reading of the full text of the First Item on the Call and the full text of the Resolution would be incorporated into the minutes of this meeting. Hearing no objection, the Moderator read the abbreviated text of the First Item on the Call.

**BE IT HEREBY RESOLVED BY THE LEGAL VOTERS OF THE TOWN OF STONINGTON IN LAWFUL MEETING DULY ASSEMBLED:**

To consider and vote on a resolution to adopt an Ordinance of the Town of Stonington, Connecticut, revising the Stonington Harbor Management Plan including revising the Slow-No-Wake Ordinance in Stonington Harbor and establishing a Slow-No-Wake Ordinance at Sandy Point. Motion to approve was

made by First Selectman Danielle Chesebrough and seconded by Selectwoman Deb Downie.

The Moderator opened the floor to discussion. Speaking on the Resolution were Stonington Harbormaster Eric Donch and Peter Victoria.

The Moderator reminded all in attendance that no vote would be taken until after all items on the Call were discussed.

The Moderator stated that if there was no objection, he would dispense with the reading of the full text of the Second Item on the Call and the full text of the Resolution would be incorporated into the minutes of this meeting. Hearing no objection, the Moderator read the abbreviated text of the Second Item on the Call.

BE IT HEREBY RESOLVED BY THE LEGAL VOTERS OF THE TOWN OF STONINGTON IN LAWFUL MEETING DULY ASSEMBLED:

To consider and vote on a resolution to revoke prior debt authorizations for closed Town Construction projects, capital projects and renovation projects.

Motion to approve was made by First Selectman Danielle Chesebrough and seconded by Selectwoman Deb Downie.

The Moderator opened the floor to discussion. Hearing none, the Moderator reminded all in attendance that no vote would be taken until after all items on the Call were discussed.

The Moderator stated that if there was no objection, he would dispense with the reading of the full text of the Third Item on the Call and the full text of this Resolution would be incorporated into the minutes of this meeting. Hearing no objection, the Moderator read the abbreviated text of the Third Item on the Call.

BE IT HEREBY RESOLVED BY THE LEGAL VOTERS OF THE TOWN OF STONINGTON IN LAWFUL MEETING DULY ASSEMBLED:

To consider and vote on a resolution to revise and modify the Town of Stonington's Street Construction Ordinance to establish insurance minimums, require performance bonds and add indemnification language.

Motion to approve was made by First Selectman Danielle Chesebrough and seconded by Selectwoman Deb Downie.

The Moderator opened the floor to discussion. Hearing none, the Moderator reminded all in attendance that no vote would be taken until after all items on the Call were discussed.

The Moderator stated that if there was no objection, he would dispense with the reading of the full text of the Fourth Item on the Call and the full text of the Resolution would be incorporated into the minutes of this meeting. Hearing no objection, the Moderator read the abbreviated text of the Fourth Item on the Call.

BE IT HEREBY RESOLVED BY THE LEGAL VOTERS OF THE TOWN OF STONINGTON IN LAWFUL MEETING DULY ASSEMBLED:

To consider and vote on a resolution authorizing the Town to enter into a Municipal Loan Agreement with Connecticut Light & Power Company, d/b/a Eversource Energy, to effectuate the installation of energy efficient products at the

Stonington Schools District Office, Stonington High School, and Stonington-Pawcatuck Middle School.

The Moderator opened the floor to discussion. Hearing none, the Moderator reminded all in attendance that no vote would be taken until after all items on the Call were discussed.

With no other items before the Town Meeting the Moderator recessed the meeting at 10:25 a.m. to allow for electors and citizens qualified to vote in Town Meetings to come to Town Hall to vote by paper ballot without leaving their vehicles until noon. The Moderator reminded people to bring proper identification as they will need to be verified by the Town Clerk's Office upon entering the Town Hall parking lot.

Voting commenced and continued until 12:00 noon.

A total of 99 ballots were cast. The Town Clerk's Office tallied the votes. The Moderator reconvened the meeting at 12:25 pm and read the results as follows:

First Resolution:	Yes – 89	No – 9
Second Resolution:	Yes – 83	No – 5
Third Resolution:	Yes – 84	No – 4
Fourth Resolution:	Yes – 89	No – 5

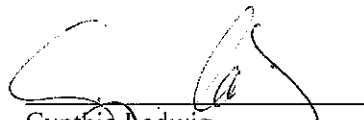
The Moderator declared that all Resolutions were approved.

At this time the Moderator recognized the First Selectman for remarks. First Selectman Chesebrough thanked all those who participated in the first Virtual Town Meeting.

There being no further business on the Call, the Moderator adjourned the Town Meeting at 12:28 p.m.

/s/ Cynthia Ladwig  
Clerk of the meeting

Received for record this 22<sup>nd</sup> day of March, 2021.

  
Cynthia Ladwig  
Town Clerk

# STONINGTON HARBOR MANAGEMENT Ordinances

TO BE ADOPTED AS TOWN ORDINANCES

*Draft*

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Original Adopted: Oct. 9, 2012  
Effective: November 3, 2012  
Revised: **November**, 2020

Stonington Harbor Management Commission

**XXXX**, 2020

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# **I The Ordinance**

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## **Article 1: General Provisions**

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### **SECTION 1 TITLE**

This Ordinance shall be known as the Stonington Harbor Management Ordinance.

### **SECTION 2 SHMC JURISDICTIONS**

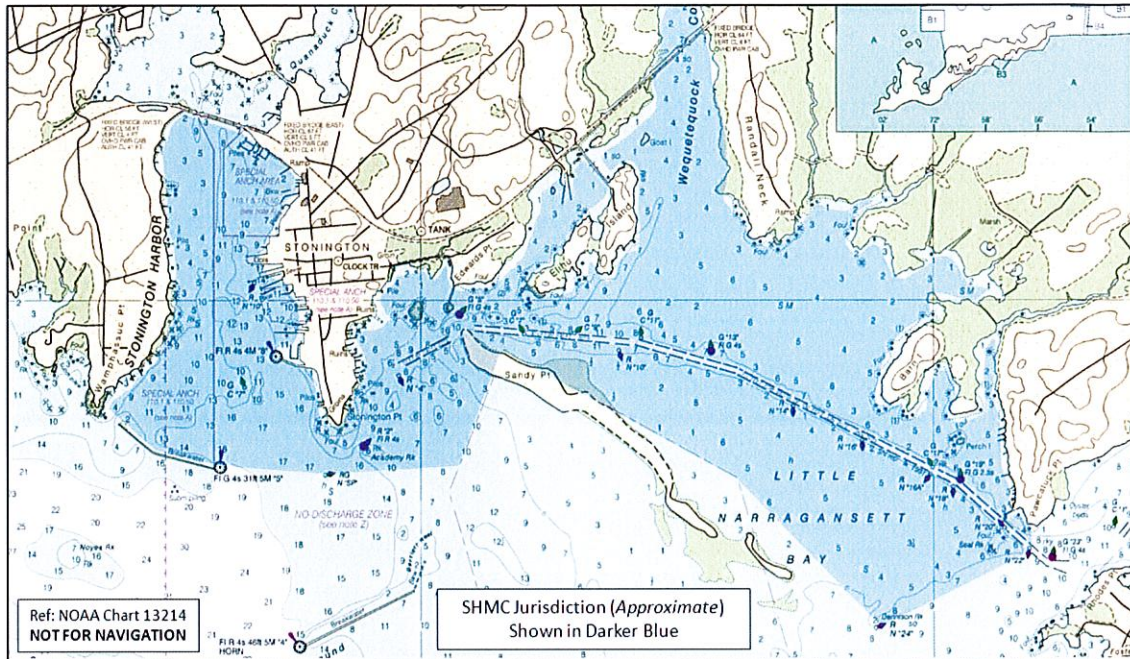
Unless otherwise provided, each provision of this Ordinance shall apply to:

**A.** All waters lying east of Wamphassuc Point, south of the Conrail (AMTRAK) railroad embankment and the shoreline eastward to the Borough of Stonington, west of the western shoreline of the Borough of Stonington and north of the westerly breakwater and of a line between its eastern end and the red and green nun buoy RG N "SP" lying south of Stonington Point, which waters are herein defined as "Stonington Harbor;" and to:

**B.** All waters lying east of the eastern shoreline of the Borough of Stonington and north of a line running from the aforesaid red and green nun buoy RG N "SP" easterly to the Connecticut-Rhode Island border, thence following the state border north-easterly, thence south-easterly and south-south-easterly to red nun buoy RN "24" (Dennison Rock); thence north-easterly to red nun buoy RN "22"; thence northerly to the southernmost tip of Pawcatuck Point and to encompass all aforementioned waters, which includes Wequetequock Cove and portions of Little Narragansett Bay.

### **SECTION 3 AREA CHART**

Figure I below shows the waters to which this Ordinance applies.



**Figure I - SHMC Jurisdiction**

**SECTION 4 INVALIDITY OF PROVISIONS**

Should any provision or provisions of this Ordinance be held invalid or inoperative, the remainder shall continue in full force and effect as though such invalid or inoperative provisions had not been determined.

**SECTION 5 HARBOR MANAGEMENT FUND**

In accordance with Sections 22a-113l and 22a-113s of the Connecticut General Statutes, a Stonington Harbor Management Fund is hereby established to provide for the costs of administering the Stonington Harbor Management Plan.

Within the limits of Connecticut State Statute, the Stonington Harbor Management Commission (the "Commission") shall propose fee schedules for a mooring or anchorage, fines levied under the provisions of this ordinance or any other activity within the scope of this Ordinance.

The Harbor Master or Deputy Harbor Master shall collect all mooring related fees and deposit them into the harbor management account maintained by the Town of Stonington and administered by the Harbor Management Commission. Fines collected under this ordinance shall be collected by the Town of Stonington. The harbor management account shall be used for the maintenance, safety and improvement for the public of the waters under the jurisdiction of the Harbor Management Commission and for expenses for personnel, equipment, and services directly related to the function of the Harbor Management Commission or the Harbor Master or the Deputy Harbor Master. All expenditures shall require the approval of the Harbor Management Commission with payment orders to be signed by a Selectman and the Town Treasurer.

No member of the Harbor Management Commission shall receive compensation from the Fund for services, but may be reimbursed for any necessary expense. No Town or Borough tax revenues shall be used in administering this Plan.

## **Article 2: Safety and Traffic Control**

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### **SECTION 1 DEFECTIVE OR DANGEROUS CONDITIONS**

In accordance with CT General Statute 15-11a, whenever any vessel within the jurisdiction is found by a duly authorized harbor master to be defective or damaged so as to be unsafe or dangerous to persons or property, the environment, or safe navigation, it shall be rendered safe or no longer dangerous by the owner within twenty-four hours of the affixing of a visible notification sticker or it will be removed under the direction of the duly authorized harbor master or a duly authorized representative of the municipality and stored in a suitable place. Disposal of the vessel by the Commission shall be pursuant to CT General Statutes 15-11a (f).

### **SECTION 2 TRAFFIC CONTROL AUTHORITY AND VESSEL SPEED**

The Harbor Master shall have all authority as provided under the laws of the State of Connecticut with particular reference to Connecticut General Statutes Chapter 268 Section 15-154 and Chapter 263 Section 15-1 et seq. The Harbor Master may control waterborne traffic in any portion of the waters of a harbor or marine facility under his jurisdiction by use of authorized State regulatory markers, signals, orders, or directions any time preceding, during, and after any race, regatta, parade, or other special event held in any portion of the waters of a harbor or marine facility within the SHMC jurisdiction or at any time when the Harbor Master deems it necessary in conformity with State and Federal statutes and regulations in the interest of safety of persons and vessels or other property. The operation of any vessel within the harbor or adjacent SHMC jurisdiction area shall not violate the provisions of CGS Sections 15-140k through 15-140n which addresses reckless operation and operation of a vessel while under the influence of intoxicating liquor and drugs.

The Slow No Wake (SNW) Ordinance in Stonington Harbor is provided in Annex A

The Slow No Wake (SNW) Ordinance at Sandy Point is provided in Annex B

## **Article 3: Harbor Use Regulations**

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### **SECTION 1 ENFORCEMENT AUTHORITY**

The Stonington Harbor Master, Deputy Harbor Master and Stonington Police Department (SPD) shall enforce the provisions of this Ordinance. The Harbor Master or Deputy Harbor Master shall

document any alleged violators of ANNEX A: SLOW NO WAKE ORDINANCE IN STONINGTON HARBOR and ANNEX B: SLOW NO WAKE ORDINANCE AT SANDY POINT and provide supporting documentation to the Stonington Police Department for follow up. All uniformed officers of the Stonington Police Department shall have the authority to enforce the provisions of this Ordinance.

## **SECTION 2 PENALTIES**

Any person who violates any provision of this Ordinance shall, upon conviction thereof, be punished by a fine in accordance with Connecticut General Statutes.

Any violation of this ordinance shall be a municipal infraction and is punishable by a fine not to exceed \$100.00 and shall be imposed for each violation thereunder as provided under Connecticut General Statutes Section 7-148. Each day of violation shall be considered a separate offense and subject to separate citations. A fine not to exceed \$100.00 shall be imposed for each offense. Nothing in this section shall preclude the imposition of a greater penalty as provided for under Federal statutes or the laws of the State of Connecticut or for prosecution for violations of any other relevant Federal State or local statute law or regulation.

## **SECTION 3 LIABILITY**

Any person using Stonington jurisdictional waters or its maritime facilities shall assume all risk of personal injury or loss of life and all risk of damage or loss to their property. Both the Town of and Borough of Stonington assume no risk on account of fire, theft, Act of God, or damage of any kind to vessels within the area under the jurisdiction of this Ordinance, nor responsibility for personal injury or loss of life within the same area.

## **SECTION 4 SWIMMING AND UNDERWATER SCUBA**

Swimming and recreational scuba diving are prohibited in all Coast Guard designated channels and fairways. Scuba Diving is also prohibited north of a line extending from the west breakwater (green navigational aid #5) to the end of the inner breakwater (red navigational aid #8). However scuba diving for the maintenance of boats on moorings or for harbor maintenance (by permission of the Harbor Master) is permitted. Exceptions may be made by permission of the Harbor Master and with due considerations for safety.

## **SECTION 5 WATER SPORTS**

Recreational towing activities including, but not limited to, water skiing, tubing and wakeboarding are prohibited within Stonington Harbor, and within the waters north of a line running from red and green buoy "SP" thence to buoy "2" thence to the northwest tip of Sandy Point, and thence to Edwards Point. See Figure V.

## **SECTION 6 FIXED FISHING GEAR**

In Accordance with Regulations of Connecticut State Agencies 26-142a-3a, Area-gear restrictions:

(d) No fixed commercial fishing gear shall be set at any time within any navigable channel as indicated by United States Coast Guard channel markers or within any fairway as designated by an approved harbor management plan adopted under Chapter 444a of the General Statutes. No fixed fishing gear shall be set in any mooring area as designated by an approved harbor management plan adopted under Chapter 444a of the General Statutes during the period May 1 through October 15. For the purposes of this section, fairway is defined as a harbor channel which is not marked by United States Coast Guard channel markers but is designated as a navigation channel in an approved harbor management plan; mooring area is defined as an area in which vessels are commonly moored with permanent mooring tackle, and fixed commercial fishing gear means the following: gill nets anchored or tied in a fixed position; trap nets; fyke nets; pound nets; and the buoys of fish pots, eel pots, or lobster pots including those set by holders of the personal use lobster license.

## **SECTION 7 THE USE OF VESSEL AS ABODE**

The use of vessels or floating homes/offices in Stonington jurisdictional waters as permanent or long-term (greater than 10 days) abodes is specifically prohibited. Sleeping aboard vessels is allowed as a secondary use to the vessel's principal commercial or recreational use. Temporary exceptions to this regulation for unusual circumstances may be allowed at the discretion of and by permission of the Harbor Master.

## **SECTION 8 COORDINATION WITH TOWN, BOROUGH, AND STATE AGENCIES**

Pursuant to Sec. 22a-113p of the Connecticut General Statutes, any Town or Borough commission or board that is considering a proposal that affects the real property on, in or contiguous to the waters within the jurisdiction of the SHMC shall notify the Commission in writing within 15 days of receipt of the proposal and at least thirty-five days prior to the taking of final action on the proposal. At the request of this Commission, a copy of the proposal under consideration shall be forwarded to this Commission for review and a recommendation. Overriding of an unfavorable recommendation from the Commission must be by a two-thirds vote. The proposal shall be acted upon by the Commission within thirty-five days after initial receipt of notification of the proposal from any Town or Borough commission or board. Failure of the Commission to submit a recommendation will be deemed to be approval of the proposal.

## **SECTION 9 SANITATION**

The waters within the jurisdiction of the Commission are a No Discharge Zone defined in accordance with Sec 312 of the Federal Clean Water Act by Connecticut General Statute. Included is the discharge of any refuse, waste, debris, petroleum product or by-product, paint, varnish, or treated or untreated sewage.

**SECTION 10 NOISE ABATEMENT**

No persons shall operate occupy or leave a vessel in such manner as to constitute an audible nuisance This prohibition includes but is not limited to operating a motor boat without an adequate muffler as in Accordance with Regulations of the 2012 Connecticut General Statutes Section 15-129 Connecticut General Statutes Section 15.

**SECTION 11 SETTLEMENT OF DISPUTES**

Any dispute arising over the use of the jurisdictional waters as defined in this ordinance, with the exception of Annex A and Annex B shall be settled by the Commission in a regular or special meeting. The Complainant shall request in writing such a meeting from the Chairman of the Commission. Citations issued by the Stonington Police Department or other authorized organizations for Annex A and Annex B SNW violations and challenged may be settled through the court system.

**Article 4: Mooring, Anchoring, and Securing Of Vessels**

**SECTION 1 PLACEMENT OF MOORINGS**

Placing any mooring in the waters of the harbor without a permit from the Harbor Master is prohibited. Vessels shall not be moored so that they come closer than fifty feet to the north side of the west breakwater. Unpermitted moorings shall be removed by the Harbor Master within 14 days after written notification to the owner, provided the owner can be identified. Removal of unpermitted moorings shall be at the owner's expense. If the owner is unknown, removed equipment shall be treated as lost property and disposed of by the Harbor Master.

**SECTION 2 PRIVATE MOORINGS**

Private moorings shall be used by the holders of the permits for those moorings. That is, the moorings shall not be rented or leased (only approved commercial moorings may be rented or leased) nor shall they be left unused for more than sixty consecutive days between July 1 and September 30 without consulting the Harbor Master. The Harbor Master may decline to renew permits for unused moorings.

The registered permit holder for any private mooring must be the majority owner of the vessel registered to the said mooring. In the case of a vessel of joint ownership, a notarized statement of ownership of the vessel shall be required as proof of majority ownership by the mooring holder (forms are available from the Harbor Master.)

Mooring permits will not be issued for a Floating Home/Office as defined in Article 6: Definitions

Occasional use of private moorings by guests of the permit holder and mooring vacancies during cruises or boat repairs are allowed. Protracted vacancies caused by delays between selling a permitted boat and acquiring a new boat, or by such circumstances as illness of the permit holder

or temporary absence from the Stonington area may be allowed by the Harbor Master. These situations should be discussed with the Harbor Master as they arise.

At the request of a permit holder who is facing one of the situations described in the previous paragraph, the Harbor Master may issue a temporary permit (not to exceed six months) for use of a vacant mooring. The standard mooring permit application must be submitted to the Harbor Master for review and approval. If approved, the permit shall be marked "TEMPORARY" to indicate that it is not a permanent permit. If the Harbor Master approves temporary use of a private mooring, the holder of the temporary permit must assume all liability in writing. The Harbor Master shall consider the waiting listing List when he/she issues temporary permits.

### **SECTION 3 COMMERCIAL MOORINGS**

Approved commercial moorings may be rented or leased by the authorized lessee. Commercial moorings may not be placed in the harbor without the proper Army Corps of Engineers and Connecticut Department of Energy and Environmental Protection permits and with Harbor Master placement.

### **SECTION 4 SPECIAL PURPOSE MOORINGS**

Special purpose moorings are intended to provide access to the water for the general public via a bona fide boating oriented non-profit organization. Moorings of this type will be approved by the Commission at its discretion for a period of one year.

The "Application for Mooring Permit", described in Article 4, Sect 5 (below), shall be followed with the following:

- The standard mooring permit application shall be submitted to the Harbor Master who shall forward it to the Commission for review and consideration for approval.
- A detailed description of each element of the selection criteria described below, shall accompany the application.
- The permit shall be issued in the name of the person or designated principal of the entity.
- The Commission shall use the following criteria for initial permit approval as well as subsequent re-evaluations.
  - Mooring availability,
  - Provides access to the water for the general public.
  - Promotes use of the water for recreational, educational or research use.
  - Person/entity is not for-profit organization.
  - Intended/actual use.

Applications shall be submitted and re-evaluated each year. Special Purpose Moorings shall not be used for any purpose other than that specified on the mooring permit application.

## **SECTION 5 APPLICATION FOR MOORING PERMIT**

A. New Applications. Effective on the date this ordinance is adopted, any person who has a Connecticut Safe Boating Certificate at the time of the application may apply for a mooring permit. The waiting list application form (Annex C) should be submitted to the Harbor Master with any processing fee established by the Commission. Application forms are available at the Town Clerk's office, Borough Clerk's office, and from the Harbor Master. Applications shall be placed on the waiting list in the order of receipt by the Harbor Master.

B. Renewal Applications and Fees. The intent of the waiting list renewal process is to ensure the timely assignment of newly available moorings to waiting list applicants. The procedure annually validates applicant interest and ensures current applicant contact data to expedite Harbor Master communication with applicants. A modest annual fee for remaining on the Waiting List is required to offset the associated administration costs.

Waiting list applications are valid for one year and must be renewed annually for the following year. Waiting list renewal applications will be sent to current waiting list in September of each year. The applicant shall return the completed and signed renewal application with the stated fee to the Harbor Master postmarked no later than the date designated on the application. Failure to renew by that date shall result in the applicant's removal from the waiting list.

The applicant will be notified, using registered and regular mail with delivery tracking or certificate of mailing, of removal from the waiting list and may apply for reinstatement to the former position on the list by contacting the Commission by December 31. The new waiting list will be published in January to reflect the changes effected by the renewal process.

C. Mooring Permit Renewal Process. Mooring permits are valid for a period not to exceed one year. All mooring permits expire on December 31st. Applicants must complete the renewal process by March 31st. The Harbor Master, in January of each year, shall send a renewal application to persons who are eligible for mooring permit renewal for the upcoming season.

The renewal applicant shall:

- Review and, if necessary, make changes to the information provided on the application.
- Sign the application.



- Enclose a copy of the applicant's current Connecticut boat registration number or Connecticut certificate of number,
- Include the appropriate application fee,
- Include the majority ownership affidavit if required,
- Return the renewal application and associated documentation to the Harbor Master.

Completed applications must be post marked by March 31st for the upcoming season. Failure to renew shall result in loss of mooring permit. The Harbor Master shall acknowledge receipt of completed paper work electronically or by mail.

#### D. Restrictions.

- There is a restriction of one permit per person including the littoral-type permit (See also Article 4, Section 6E – Shorefront Property Owner Moorings).
- Mooring permits are not transferable.
- Spouses are considered joint permit holders.

E. Mooring Permit Fee. The Stonington Harbor Management Commission shall establish a fee schedule for a permit for a mooring location or any other activity within the scope of the Stonington Harbor Management Plan. The fee schedule shall be within the limits set by the CT General Statute 22a-113s, and will be published annually by September 1. If a revised schedule is not set by September 1, the previous fee schedule shall govern until so approved. The schedule will be posted in the office of the Town Clerk for Stonington and for Stonington Borough.

### SECTION 6 ALLOCATION OF MOORING SPACES

A. General Assignment Factors. All mooring locations shall be determined by the Harbor Master, with due consideration to vessel size, draft, water conditions, and other relevant factors, such as coastal resource protection.

B. Previous Mooring Holders. Mooring locations shall first be allocated to those owners of registered moorings in the harbor provided they have met all the required provisions of the Stonington Harbor Management Ordinance. The Harbor Master may assign current mooring holders to a new location in order to optimize the use of mooring space within Stonington Harbor.

C. Relocation Applications. A permit holder who applies to relocate his mooring shall be given such priority as the Harbor Master may deem appropriate.

D. Waiting List. When a mooring space becomes available, it shall be offered to the senior applicant on the mooring waiting list, subject to the constraints contained in these regulations. If

the available mooring space is not suitable to accommodate the senior applicant's vessel or specific needs, it shall be offered to the next senior qualified applicant. The senior applicant shall retain his or her place on the waiting list. The Harbor Master shall continue efforts to provide a suitable mooring space for the senior applicant. If the senior applicant voluntarily passes an offer of a mooring, he will retain his position on the waiting list for one year.

**E. Shorefront Property Owners Moorings.** Shorefront property owners within the jurisdiction are entitled to littoral moorings. The owner of private shorefront property on Stonington Harbor or within the SHMC jurisdiction shall have precedence over the waiting list applicants when applying to the Harbor Master for a mooring permit within Stonington Harbor. A shorefront property owner may hold only one mooring. A littoral mooring permit becomes invalid when the owner sells the shorefront property if the permit was issued after October 9, 2012. The Harbor Master shall reassign the mooring at his discretion. The former property owner may apply to the waiting list for a new mooring.

**F. Commercial Moorings.** Commercial moorings shall be limited to a maximum of 35 percent of the total deep draft moorings in the harbor. This percentage may be modified by the Harbor Management Commission.

## **SECTION 7 MOORING RECORDS**

**A.** The Harbor Master shall keep a detailed record of each mooring, its location, and the owner's name, home address, email address, telephone number(s), date mooring was set, and for private and public access moorings, the name, length, Connecticut registration number or Connecticut certificate of number, mooring inspection report, and type of boat to be attached thereto.

**B.** The Harbor Master shall maintain in a public place a waiting list for moorings which will include the original dates of all permit applications, and a list of assigned moorings with permittee names. Both lists shall be updated semi-annually.

## **SECTION 8 TRANSIENT ANCHORAGE**

**A.** Vessels may remain in the transient anchorage area for a period not to exceed nine (9) consecutive days except in cases of special circumstances and after notification of and approval by the Harbor Master.

**B.** Vessels shall be properly and securely anchored.

**C.** Vessels shall not be left unattended for more than 24 hours. A vessel's operator shall not leave the immediate area without notifying the Harbor Master and providing a ship keeper for the vessel.

D. No transient vessel shall anchor inside the Commercial and Private Mooring areas shown on Figure III (a), which are reserved for permitted moorings.

#### **SECTION 9 SECURE BERTHING, MOORING, AND ANCHORING OF VESSELS.**

It shall be the responsibility of the owner of the vessel, and where applicable, of marine facility operators, to assure that a vessel is properly secured and to provide for periodic inspection, maintenance, and replacement of such equipment at reasonable intervals as determined by the Harbor Master.

#### **SECTION 10 MOORING SPECIFICATIONS**

Minimum specifications for mooring tackle are provided in Annex D.

#### **SECTION 11 MOORING INSPECTION**

Inspection of mooring tackle shall be required every three (3) years on a rotating schedule established by the Harbor Master. When issuing mooring permits, the Harbor Master shall notify those mooring permit holders who are required to have mooring inspections performed during that calendar year. The inspection documentation form (available from the Harbor Master) must be completed in full and be signed by an inspection contractor authorized by the Harbor Master (list provided with the inspection documentation form) and returned to the Harbor Master in the calendar year in which it applies. Failure to provide a signed copy of the required mooring inspection documentation shall result in non-renewal of the mooring permit for the following season.

Mooring inspections may be required by the Harbor Master when circumstances arise that lead the Harbor Master to question the safety of the mooring. In such instances, the Harbor Master shall notify those mooring permit holders who are required to have a mooring inspection performed before the mooring is deemed usable.

#### **SECTION 12 WINTER MOORING STICKS**

Winter mooring sticks shall be removed by June 30th and replaced with the mooring permit owner's properly marked mooring ball, in accordance with the ground tackle requirements stated herein. Winter mooring sticks remaining past June 30th may be removed (contracted out) by the Harbor Master at the expense of the mooring permit holder. Winter Mooring Sticks shall not be placed in the Harbor before October 1st. Winter sticks (spars) shall be lettered with the mooring number and mooring holder's name, and shall be attached directly to the chain so the upper end is clearly visible above the water at all times.

**SECTION 13 STORM PRECAUTIONS:**

Owners are expected to add reasonable scope, weights, and extra anchors in anticipation of storm conditions. Prompt return to usual mooring provisions shall be completed within seven (7) days after a storm.

**Article 5: Review and Modification of The Harbor Management Plan**

**SECTION 1 REVIEW OF HARBOR MANAGEMENT PLAN**

Section 22a-113m of Connecticut General Statutes provides for an annual review of the Harbor Management Plan by the Harbor Management Commission and by the Commissioners of Energy and Environmental Protection and the Connecticut Port Authority. The Commission shall conduct its review during the boating season, prior to Labor Day. As part of the review, the Commission shall hold a public workshop to receive comments and recommendations concerning all aspects of management of Stonington Harbor and the other waters under its jurisdiction. The review shall include the administration of mooring regulations, mooring permit fees, and the operation of commercial moorings.

**SECTION 2 MODIFICATION OF HARBOR MANAGEMENT PLAN**

Modifications to the Stonington Harbor Management Plan shall be made in accordance with Connecticut General Statute's 22a-113m – Harbor management plan. A copy of the plan shall be forwarded to the U.S. Army Corps of Engineers for review, comments and recommendations. Such plan shall be submitted for approval to the Commissioners of Energy and Environmental Protection and the Connecticut Port Authority. Said commissioners shall act on the plan not more than sixty (60) days after submission of such plan. Upon approval by said commissioners, the plan may be adopted by ordinance by the legislative body of each municipality establishing the commission (Town of Stonington and the Borough of Stonington). The ordinance shall specify the effective date of the plan. A modification to the plan may be proposed at any time and shall be approved in the same manner as the plan.

## **Article 6: Definitions**

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Anchoring: to secure a vessel temporarily to the bottom of a water body by dropping an anchor or anchors or other ground tackle from a vessel.

Berth: space for a single vessel alongside a pier, finger float, or other structure.

Buffer: an open water area between the shore and a designated mooring area.

Channel: a water area officially marked and maintained to permit unobstructed movement of vessels.

Commercial Mooring: a mooring that is rented or leased or available for rental or lease.

Deep Draft: A minimum depth of 4 feet at mean low water.

Distress: a state of disability or of present or obviously imminent peril which, if unduly prolonged, could endanger life or result in serious property damage.

Emergency: a state of imminent or proximate danger to life or property in which time is of the essence.

Fairway: a locally-designated water area reserved for unobstructed movement of vessels.

Floating Home/Office: A floating building or structure constructed on a float, barge or raft, no longer principally intended for or generally capable of safe navigation, as determined by the Harbor Master, but principally used as an abode or place of business.

Harbor Facility: an area or structure providing private or public access to the water.

Harbor Management Act: the legislation contained within the State of Connecticut General Statutes, Sections 22a-113k through 22-113t and as may be amended.

Harbor Management Commission: the local municipal commission established under and carrying out the responsibilities authorized by the Connecticut Harbor Management Act.

Harbor Master: an official appointed by the Governor of the State of Connecticut to administer a harbor, in this case Stonington Harbor, in accordance with the Connecticut General Statutes. The Harbor Master shall enforce the Harbor Management Ordinance.

Littoral Mooring: Littoral refers to the intertidal zone, the area that is above water at low tide and under water at high tide. "Littoral mooring" is one assigned to a landowner whose property abuts the intertidal zone.

Majority Owner: In the case of a vessel owned by multiple persons, one person must be a larger share owner than any of the other owners.

May: "may" is permissive. See "Shall".

Moor: to secure a vessel to a mooring.

Mooring: a device or system incorporating mooring tackle intended for long term use by which vessels are secured to the bottom of a water body.

Mooring Buoy: a floating device designed to mark a mooring.

Mooring Tackle: the hardware and cordage used to secure a moored vessel.

Open Water: a water area designated in the Water Use Plan where moorings and structures are restricted in order to preserve the area for navigation, natural resource, or public recreational purposes.

Private Mooring: any mooring that is not a commercial mooring.

Public Access: an area where the public has free access from the land to either a view of the water or the water itself.

Public Area: all areas of the harbor except those areas under specific government lease to private parties or owned privately.

Shore: the part of the land in immediate contact with a body of water, including the area between high and low water lines.

"Shall": "shall" is mandatory. See "May".

Special Purpose Mooring: Special purpose moorings are designated moorings that provide access to the water for the general public via a bona fide boating oriented non-profit organization.

State: the State of Connecticut.

Structure: a dock, pier, piling, breakwater, groin, seawall, and combinations thereof.

Transient Anchorage: an area designated for the exclusive short-term use of commercial and recreational vessels.

Underway: the condition of a vessel that is not anchored, moored, made fast to the shore, nor aground.

Vessel: every description of watercraft, other than a seaplane on water, used or capable of being used as a means of transport through the water, as defined in CGS Section 15-127.

Wharfing Out: The erection of a wharf upon land by the landowner whose property abuts the littoral/intertidal area.

## **Annex A: Slow-No-Wake Ordinance IN STONINGTON HARBOR**

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### **ORDINANCE OF THE TOWN OF STONINGTON, CONNECTICUT, PROVIDING FOR A SLOW-NO-WAKE (SNW) ZONE IN STONINGTON HARBOR.**

**WHEREAS**, the body of water commonly known as Stonington Harbor is located within the territorial limits of the Town of Stonington (hereinafter “Town”); and

**WHEREAS**, the Connecticut General Statutes section 15-136 provides that the Town, by ordinance, may make local regulations respecting the operation of vessels on any body of water within the Town’s territorial limits; and

**WHEREAS**, the Town desires to protect the health, safety and welfare of its boating citizens and guests by regulating the operation and speed of vessels within Stonington Harbor.

**NOW THEREFORE, BE IT HEREBY ORDAINED BY THE LEGAL VOTERS OF THE TOWN OF STONINGTON IN LAWFUL TOWN MEETING DULY ASSEMBLED THAT:**

**Section 1.** The ordinances of the Town of Stonington be amended by adding a section to read as follows:

(A) No motorboat, including by statutory definition sailing vessels with auxiliary motors, shall be operated in excess of Slow-No-Wake within that area of Stonington Harbor that is bounded to the north by the railroad causeway; bounded east and west by land; and bounded south by a line beginning at fixed red navigation aid #8, thence running in a southwesterly direction to green navigation buoy #7, thence running south to fixed green navigation aid #5, thence running along the breakwater in a westerly direction, thence running west from the westernmost point of the breakwater to the southernmost point of Wamphassuc Point. For the purposes of this section, the definition of motorboat shall be as defined in CGS Section 15-127. The definition of Slow-No-Wake shall be as defined in RCSA Sec. 15-121-A1.

(B) No person shall operate a vessel in excess of Slow-No-Wake within the Slow-No-Wake zone described in subsection (A) of this ordinance, except for the purpose of aiding a mariner in distress. In no case shall the wake produced by a vessel be such that it creates a danger of injury to persons, or will damage vessels or structures of any kind.

**Section 2.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**Section 3.** If any provision of this ordinance or the application thereof is held to be invalid such invalidity shall not affect other provisions or applications of any other part of this ordinance which can be given effect without the invalid provisions of applications; and to this end the provisions of this ordinance and the various applications thereof are declared to be severable.

This Ordinance shall become effective following: (1) approval by Town Meeting; (2) fifteen (15) days after publication in a newspaper having a substantial circulation within the Town of Stonington; and



(3) sixty (60) days after submission of this Ordinance to the Commissioner of the Department of Environmental Protection, provided the Commissioner does not disapprove of said Ordinance within said sixty (60) days.

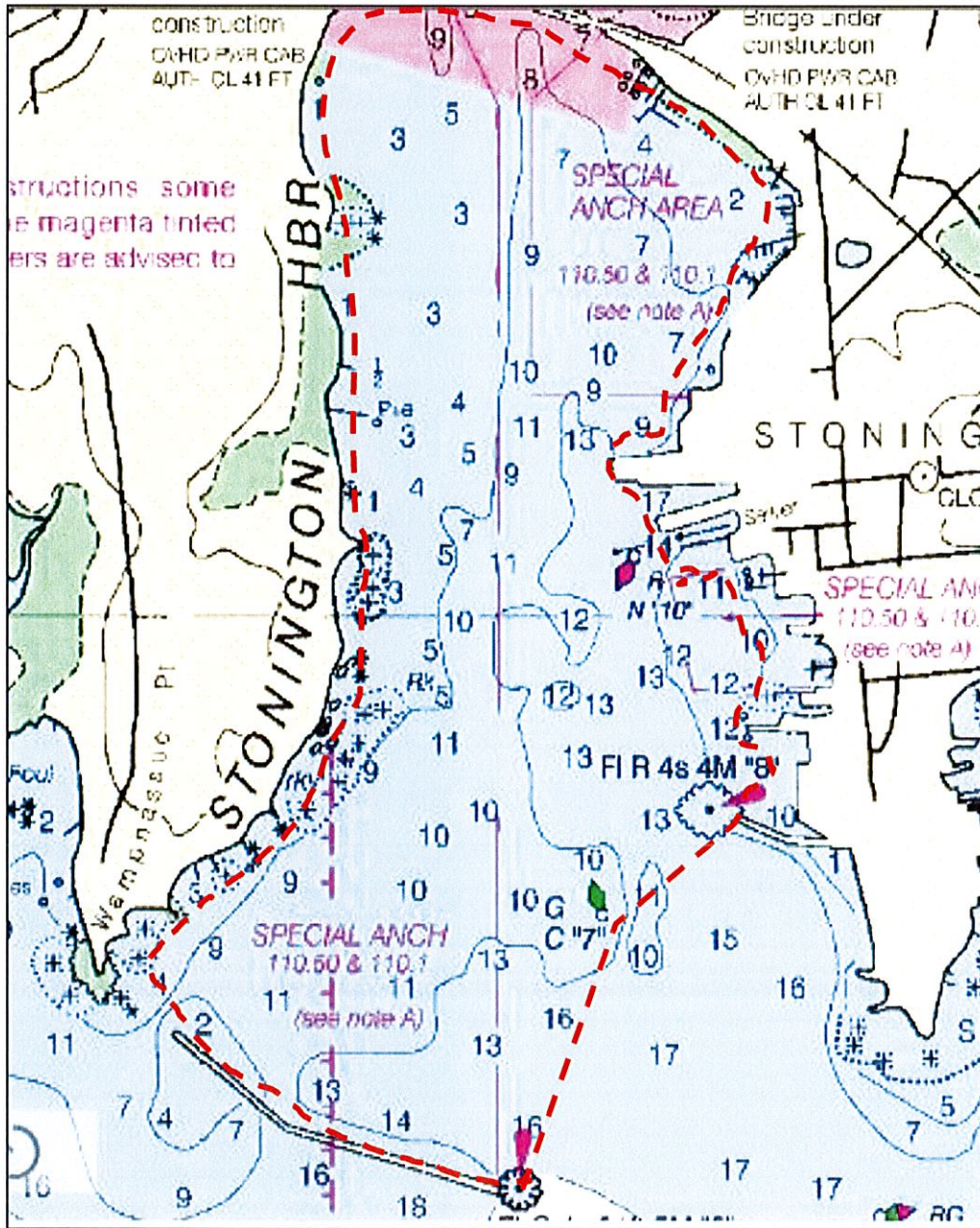


Figure II - Slow-No-Wake Zone in Stonington Harbor

Adopted – March 21, 2011

Effective – April 9, 2011

## **Annex B: Slow-No-Wake Ordinance at Sandy Point**

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### **ORDINANCE OF THE TOWN OF STONINGTON, CONNECTICUT, PROVIDING FOR A SLOW-NO-WAKE ZONE AT SANDY POINT.**

**WHEREAS**, the body of water between Stonington Point and the Pawcatuck River which encompasses a portion of the island commonly known as Sandy Point is located within the territorial limits of the Town of Stonington (hereinafter "Town"); and

**WHEREAS**, the Connecticut General Statutes section 15-136 provides that the Town, by ordinance, may make local regulations respecting the operation of vessels on any body of water within the Town's territorial limits; and

**WHEREAS**, the Town desires to protect the health, safety and welfare of its boating citizens and guests by regulating the operation and speed of vessels transiting to and from the Pawcatuck River Area.

**NOW THEREFORE, BE IT HEREBY ORDAINED BY THE LEGAL VOTERS OF THE TOWN OF STONINGTON IN LAWFUL TOWN MEETING DULY ASSEMBLED THAT:**

**Section 1.** The ordinances of the Town of Stonington to be amended by adding a section to read as follows:

(A) No motorboat, including by statutory definition sailing vessels with auxiliary motors, shall be operated in excess of Slow-No-Wake around the northern end of Sandy Point, in the area described as follows: From Sandy Point due south of Green 'C-9' to Green 'C-9' thence NW to the southern tip of Elihu Island thence generally west to the southern tip of Edwards Point then along the rock groin on the southern tip of Edwards Point to a point half way between Red 'N-4' and Green 'C-5' (N 41° 19' 52.0" , W 071° 53' 58.0") thence east to Sandy Point. For the purposes of this section, the definition of motorboat shall be as defined in CGS Section 15-127. The definition of Slow-No-Wake shall be as defined in RCSA Sec. 15-121-A1.

(B) No person shall operate a vessel in excess of Slow-No-Wake within the Slow-No-Wake zone described in subsection (A) of this ordinance, except for the purpose of aiding a mariner in distress. In no case shall the wake produced by a vessel be such that it creates a danger of injury to persons, or will damage vessels or structures of any kind whether in the channel, beached, or anchored nearby.

**Section 2.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**Section 3.** If any provision of this ordinance or the application thereof is held to be invalid such invalidity shall not affect other provisions or applications of any other part of this ordinance which can be given effect without the invalid provisions of applications; and to this end the provisions of this ordinance and the various applications thereof are declared to be severable.

This ordinance shall become effective following: (1) approval by Town Meeting; (2) fifteen (15) days after publication in a newspaper having a substantial circulation within the Town of Stonington; and (3) sixty (60) days after submission of this ordinance to the Commissioner of the Department of Energy and Environmental Protection, provided the Commissioner does not disapprove of said ordinance within said sixty (60) days.

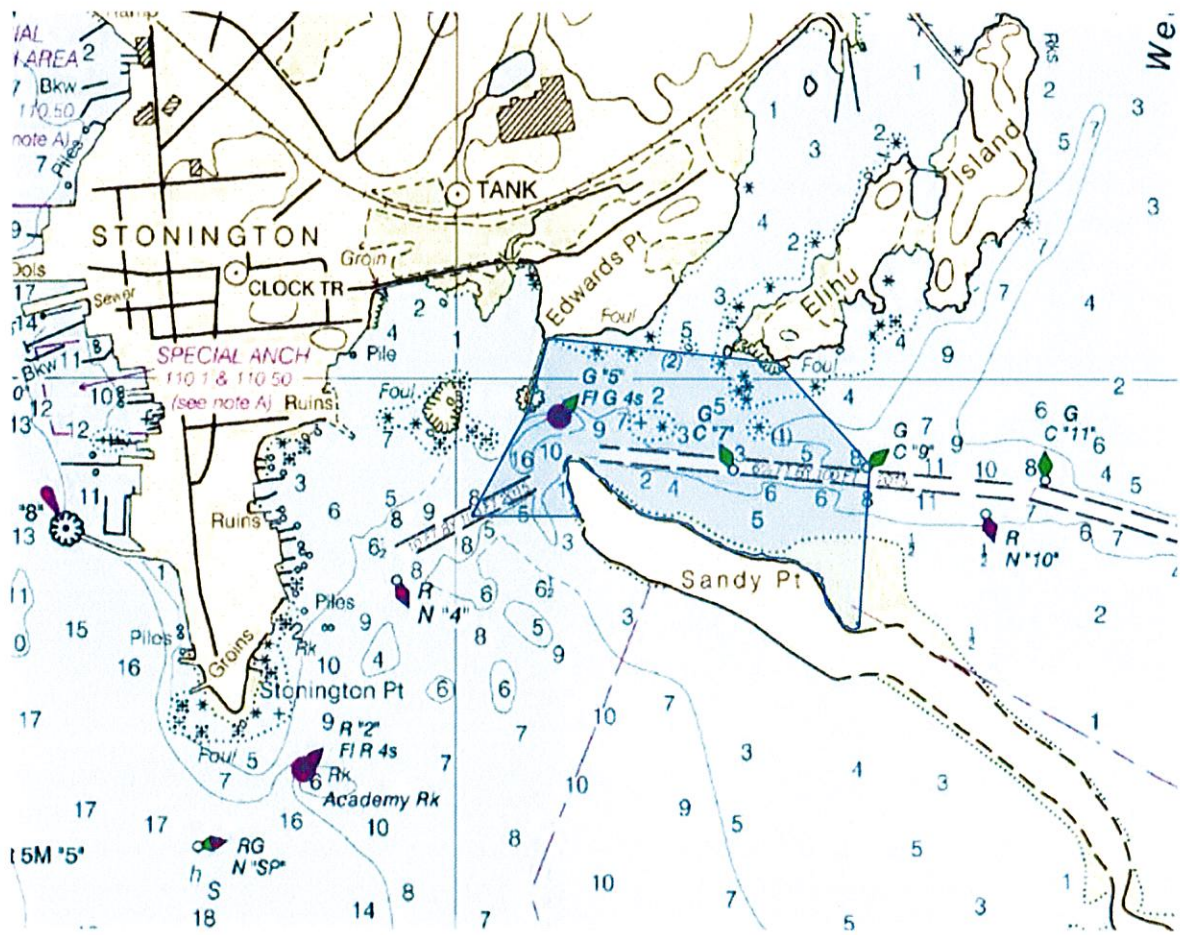


Figure III - Slow-No-Wake Zone at Sandy Point

Adopted –

Effective –



## **Annex D: Mooring Tackle Specifications**

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The following mooring tackle specifications are minimum recommendations to be followed when placing a mooring in Stonington Harbor or its' adjacent jurisdiction. It should be understood that no minimum standard would assure absolute protection for all vessels at all locations under all conditions. The Stonington Harbor Management Commission recognizes that particular conditions may necessitate a stricter requirement or allow a relaxation of these standards on a case by case basis.

Alternative mooring tackle allowed includes pyramid anchors and helical screw in anchors. Note that bottom type varies and includes sand, mud and rocks. It is suggested you work out a mooring plan with your mooring provider for your location and ask for Harbor Master review.

The mooring permittee may request, or the Harbor Master may require, deviation from these minimum standards on consideration of the following factors: location of the mooring, including factors such as wind and wave exposure, water depth, proximity to shore, structures or other moorings; type of vessel to be moored including factors such as bulk, windage, and draft; and type of mooring tackle, including adequate substitution of mooring type and chain weight.

No standards can assure adequate protection from severe coastal storms with associated winds and waters. However, the following specifications are offered as a compilation of research based on marine engineering studies, neighboring harbor commissions and marina usage in Southern New England.

Vessel Length	Mushroom Weight		Bottom Chain		Top Chain		Pennant
	(Sail) Lbs	(Power) Lbs	Length	Diameter	Length	Diameter	Diameter
15'	200	200	15'	3/4"	20'	3/8"	5/8"
20'	300	300	15'	3/4"	20'	1/2"	5/8"
25'	400	500	15'	3/4"	20'	1/2"	5/8"
30'	500	600	15'	3/4"	30'	1/2"	3/4"
35'	600	800	20'	1"	30'	1/2"	3/4"
40'	800	1000	20'	1 1/8"	40'	3/4"	7/8"
45'	1000	1500	20'	1 1/8"	40'	3/4"	1"

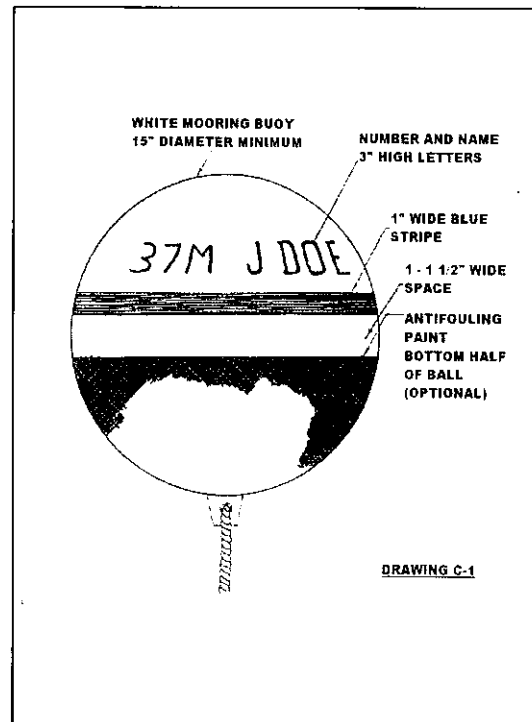
**Table I – Mooring Tackle Specifications**

Notes:

(1) Lengths are maximums for each set of tackle specifications. For vessels greater than 45', boat owners shall get approval of Harbor Master for proposed tackle.

(2) Top chain lengths are maximums for boats moored. Total length of top chain shall be at least 2 1/2 times the depth of water at high tide, up to the maximums shown above.

(3) Mooring buoys shall be a minimum of 15 inches in diameter, white with a clearly visible blue band midway between the top of the buoy and the waterline. Mooring buoys shall be lettered with the mooring designation number, as assigned by the Harbor Master, and mooring holder's surname. See Figure VII.



**Figure III – Mooring Buoy Lettering**

(4) Anchor weights and tackle sizes (diameters) are minimums. They may exceed the above figures, but the total scope of chain may not be exceeded without approval of the Harbor Master. Bottom chain length shall be not less than the water depth, for ease of shackle inspection.

Additional

Requirements

(Refer to Figure VIII below.)

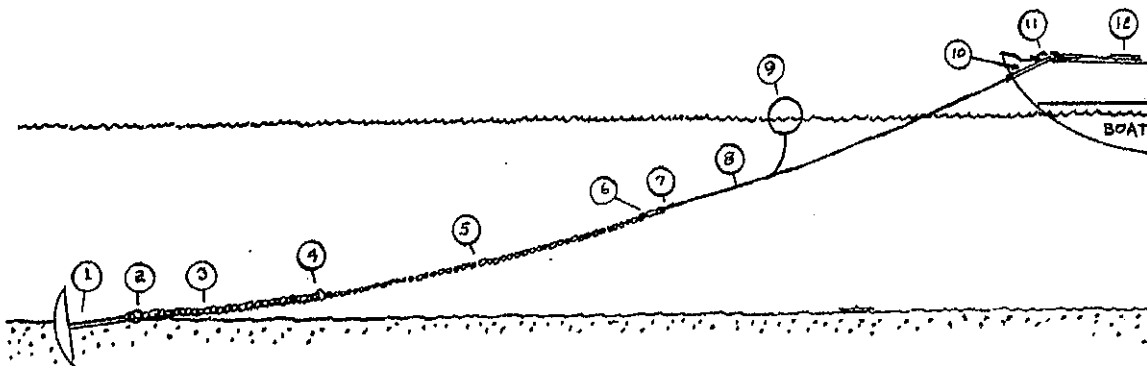
1. All shackles shall be seized. Seizing material shall not promote electrolysis.
2. Chafing gear shall be used.
3. Adequate and properly secured chocks are required.
4. Two pennants are preferred and shall be shackled to the chain. Wire shall not be used for pennants. Pennant length should be 2 1/2 times the vertical distance from the bow chock to the water, plus the distance from the bow chock to the mooring cleat or post.

5. Only systems designed for the anchoring of vessels may be used for moorings.
6. Mid-chain weights or anchors shall not be used as regular tackle, but are encouraged during storm conditions. They shall be removed promptly afterward so as to ensure proper swing.
7. The proposed ground tackle as a whole must be acceptable to the Harbor Master.

No representation of adequacy is made by this section or by the Harbor Master's acceptance of proposed tackle.

**LEGEND**

1. MUSHROOM ANCHOR
2. SHACKLE OR SHACKLES
3. BOTTOM CHAIN
4. SHACKLE
5. TOP CHAIN
6. SWIVEL
7. SHACKLE WITH THIMBLE EYESPLICED IN PENDANT
8. PENDANT (DOUBLE PENDANT PREFERRED)
9. MOORING BUOY
10. CHAFING GEAR
11. CHOCK
12. EYESPLICE IN PENDANTS OVER CLEATS



**TYPICAL MOORING** SCHEMATIC ONLY. NOT TO SCALE.

Figure VI – Typical Mooring Showing Ground Tackle





**RESOLUTION**

**BE IT RESOLVED BY THE LEGAL VOTERS OF THE TOWN OF STONINGTON IN  
LAWFUL MEETING DULY ASSEMBLED:**

**WHEREAS**, the Town of Stonington (hereinafter "Town") has, in the past, approved certain debt authorizations for various Town construction projects, capital projects and renovation projects (hereinafter collectively referred to as "Projects"); and

**WHEREAS**, said Projects have been closed out and completed for amounts less than the total debt authorizations approved by the Town; and

**WHEREAS**, the Town wishes to revoke the balances of the authorized debt that was unused and unnecessary for the Projects.

**NOW THEREFORE BE IT RESOLVED:**

That the Town of Stonington hereby revokes the unused debt authorizations for the following Projects in the following amounts –

Mystic Middle School:	\$220,276.00
Mystic Treatment Plant Design:	\$2,500,000.00
High School Building Project:	\$990,965.00
Sewer Odor Control:	\$75,000.00
Various Capital Project – 2004:	\$85,000.00
WPCA Renovations:	\$50,000.00

<i>Project</i>	<i>Authorized</i>	<i>Bonds Issued</i>	<i>Est. or Rec'd Grants/ Paydowns</i>	<i>Debt Authorized but Unissued</i>			
				<i>General Purpose</i>	<i>Schools</i>	<i>Sewers</i>	<i>Total</i>
Mystic Middle School.....	\$ 9,135,000	\$ 5,720,000	\$ 3,194,724	\$ -	\$ 220,276	\$ -	\$ 220,276
Mystic Treatment Plant Design.....	6,351,000	2,711,800	1,139,200	-	-	2,500,000	2,500,000
High School Building Project.....	39,700,000	28,275,000	10,434,035	-	990,965	-	990,965
Sewer Odor Control.....	2,175,000	2,100,000	-	-	-	75,000	75,000
Various Capital Projects-2004.....	800,000	700,000	15,000	85,000	-	-	85,000
WPCA Renovations.....	1,055,000	425,000	580,000	-	-	50,000	50,000
<b>Totals.....</b>	<b>\$ 59,216,000</b>	<b>\$ 39,931,800</b>	<b>\$ 15,362,959</b>	<b>\$ 85,000</b>	<b>\$ 1,211,241</b>	<b>\$ 2,625,000</b>	<b>\$ 3,921,241</b>

TOWN OF STONINGTON

ORDINANCE RE: PERMITS TO WORK OR EXCAVATE IN OR UNDER STREETS OR HIGHWAYS IN TOWN OF STONINGTON. (The Town)

BE IT ORDAINED BY THE LEGAL VOTERS OF THE TOWN OF STONINGTON IN LAWFUL TOWN MEETING DULY ASSEMBLED THAT THE FOLLOWING ORDINANCE BE ESTABLISHED:

**Section 1. Permit Required**

No person, firm, partnership, corporation, association or other entity shall make any excavation, tunnel or engage in any digging or breaking up on, in or under any street, highway, public way or place within the limits of the Town of Stonington without first having obtained a permit from the Public Works Department.

Deleted: Superintendent of Highways and Bridges

**Section 2. Insurance Requirements**

No such permit shall be issued unless and until the applicant therefore has filed with the Town of Stonington a Certificate of Insurance (COI) which includes all specified coverages with the specified limits as listed below, and names the Town of Stonington as an additional insured under the General Liability, Auto Liability and Umbrella policies. General liability and umbrella liability coverage shall be on a primary, non-contributory basis and include a per-project aggregate clause. The Contractor is also required to provide a copy of said policy or such policy endorsements as listed in the COI, to the Town, following these requirements. Such policy coverages shall protect the Town from potential losses arising from any claim, liability, cost, or damage that may inure to the Town as a result or because of the making existence, or manner of guarding the work and construction of any such excavation and the quality of work having to do with the restoration of the subject roadway. Coverage is required to be placed with carriers approved to conduct business in the State of Connecticut, and maintaining A.M. Best ratings of at least A-/VII or better.

Insurance Requirements w/ Specified Limits		Minimum Limit
General Liability	Each Occurrence	\$1,000,000
"	General Aggregate	\$2,000,000
"	Products/Completed & Operations Aggregate	\$2,000,000
"	Personal Injury	\$1,000,000
"	Damage to Property	\$ 300,000
"	Medical Expense/per Person	\$ 10,000
Auto Liability	Combined Single Limit	\$1,000,000
"	Each Accident	\$1,000,000
"	Aggregate	\$1,000,000
Umbrella	Each Occurrence	\$5,000,000
"	Aggregate	\$5,000,000
Workers' Compensation and Employer's Liability	WC Statutory Limits	
"	EL Each	\$ 500,000
"	EL Disease Each Employee	\$ 500,000
"	EL Disease Policy Limit	\$ 500,000

**Section 3. Performance Security/Bond Requirements**

No permit shall be issued unless and until the applicant provides the Town with a Performance Bond in an amount equal to at least one hundred percent (100%) of the estimated cost of restoring the ground and laying of the pavement as required under this Ordinance, said cost to be estimated by the Director of Public Works. This bond shall remain in force for one (1) year to insure the proper restoration of the ground and laying of the pavement as required under this Ordinance if necessary, and the compliance with the provision of this article requiring the control of dust and mud and the protection of the public by barricades, lights, temporary ramps, railings, covers, roadways, walks and approaches.

Deleted: Superintendent of Highways and Bridges

The Surety on such a bond shall be satisfactory to the Town and the cost of the same shall be borne by the Contractor. Prior to the starting of any work, the bonds must be approved by the Town and be in the Town's possession. The bonds must be from a surety company licensed and approved to do business in the State of Connecticut and shall remain in effect for one year or through the guarantee period, whichever is longer.

Deleted: Owner

**Section 4. Indemnification/Waiver of Subrogation**

**Waiver of Subrogation:**

The Contractor will require all insurance policies in any way related to the work and secured and maintained by the Contractor to include clauses stating it (and its insurance carrier(s)) will waive all rights of recovery, under subrogation and otherwise, against the Town of Stonington. The Contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of the Town enumerated in this section.

Deleted: [redacted]

Deleted: [redacted]

Deleted: [redacted]

Deleted: [redacted]

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**Indemnification/Hold Harmless:**

The Contractor shall indemnify, defend, and hold harmless the Town of Stonington from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the Town arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

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**Section 5. Work Standards**

All excavation and work performed must comply with the Planning and Zoning subdivision regulations, Town of Stonington Technical Standards for Land Development and Road Construction, Rules for Excavation Activity and any applicable town, state or federal law, including but not limited to the highway specifications of the Town of Stonington and of the State of Connecticut.

**Section 6. Restoration of Surface**

Any person, firm or corporation, making an excavation or tunnel, in or under any public street, highway or any other public place within the limits of the Town shall restore the surface thereof to its original condition or better in accordance with Town Standards. Said work must be approved and accepted by the Department of Public Works.

Deleted: Superintendent of Highways and Bridges.

## Section 7. Utilities

Utility companies (CL&P, SNET, Cable T.V., C.A.W., W.W.D., Pequot Gas, etc.) must file with the Secretary of State a bond, with surety to save harmless any person injured due to their negligence unless the Secretary of State dispenses with the requirement by a showing of proof of solvency. Utility companies are required to file a certificate issued by the Secretary of State, that such bond had been filed or proof of solvency has been furnished. When such certificate is filed utility companies shall be exempted from bond and insurance requirements but must obtain excavation permits for all proposed underground work. The permit application must indicate the contractor performing work for the utility.

## Section 8. Call Before You Dig

Section 16-345 thru 355 of the Connecticut General Statutes describes contractor responsibility with respect to any proposed excavation, discharge of explosives or demolition at or near the location of any public utility facility. The contractor should call 1-800-922-4455 or otherwise notify the Department of Public Utility Control or central clearing house of such act at least 48 hours, excluding Saturdays, Sundays, and holidays of said excavation explosion or demolition, but not more than one month before commencing same.

## Section 9. Authority of Superintendent of Highways and Bridges

The Department of Public Works shall, from time to time inspect all uses of any public street, highway or other public place in the Town and all excavations and tunnels being made therein coming within the regulations of the article for the purpose of enforcing the provisions of the article. Adequate notice shall be given to him before the work of refilling any such excavation or tunnel commences. Adequate notice shall be determined and defined by the Department of Public Works when the permit is issued.

## Section 10. Violation and Penalties

Any person, firm or corporation, violating any of the provisions of this article, sections 1, 4, 5, 7 & 8, shall be fined not less than fifty dollars (\$50.00) nor more than one thousand dollars (\$10,000.00) for each offense, and a separate offense shall be deemed committed on each and every day during or on which a violation occurs or continues. The Department of Public Works shall decide if any violation occurs and determine the amount of the fine.

This ordinance shall become effective fifteen (15) days after publication in a newspaper having a circulation in the Town of Stonington.

Adopted March 2, 1987, Effective March 30, 1987  
Revised November XX, 2020, Effective December xx, 2020

**Deleted:** (a) All excavated material determined unsuitable for backfill by the Superintendent of Highways and Bridges shall be removed from the site and replaced with suitable material approved by the Superintendent of Highways and Bridges.¶

¶  
(b) All backfill and gravel sub-base, if any, shall be thoroughly compacted in one (1) foot layers by means of roller, rammers, plate of pneumatic tampers or such methods as are approved by the Superintendent of Highways and Bridges.¶

¶  
(c) If the excavation or opening has necessitated an opening in pavement, the refill shall be properly made so that the surface pavement can be re-laid in the same manner and thickness and character as the surrounding pavement.¶

¶  
(d) Temporary pavement of bituminous concrete must be used when available or cold patch shall be laid for minimum period of one (1) month before permanent pavement is re-laid.¶

¶  
(e) Before permanent pavement is replaced on an excavated area, a shoulder at least six (6) inches wide shall be excavated along the top of an excavation slope to the full depth of pavement so that new pavement will rest on six (6) inches of undisturbed material. Asphalt emulsions shall be painted on the edges where the new pavement binds to the old.¶

¶  
(f) Where resurfacing of street pavement cannot be made to conform with the original pavement, the Superintendent of Highways and Bridges may permit a different resurfacing but, in any event, it shall not be less than two and one half (2 1/2) inches of bituminous concrete on ten (10) inches of gravel.¶

**Deleted:** Superintendent of Highways and Bridges

**Deleted:** Superintendent of Highways

**Deleted:** Superintendent of Highways



February 17, 2021

Mr. Anderson,

See the financial summary for the combined LED Lighting upgrade at **Stonington High School, Middle School and District Office.**

**These projects are combined on this summary into a single project.**

**Combined Project Details:**

Payback Electric Savings:	4.48 years
Payback <u>with</u> Maintenance Savings:	3.85 years
Annual Electric Savings:	<b>(\$131,877.06)</b> – Estimated Electric Cost Savings
Annual Maint. Savings:	<b>(\$ 21,640.00)</b> – x 5-years based on Warranty <i>(Estimated Maintenance Savings Calc used is \$5.00 x 4328 fixtures. Standard calc is \$20.00 per fixture)</i>
<b><u>Total Combined Savings:</u></b>	<b>(\$153,517.06)</b> - Annual Electric & Maintenance
Combined Project Cost:	\$842,486.88 – Includes Prevailing Wage on High School
Approved Incentive:	<b>(\$251,150.23)</b> – All 3 projects combined
Net Balance after Incentive:	\$591,336.65 – Financed on Electric Bills at 0%
Monthly Payments:	\$ 12,319.51 – 48 months
Monthly Electric Savings:	<b>(\$10,989.76)</b> - Average monthly savings for 12 months
Monthly Maint Savings:	<b>(\$ 1,803.33)</b> - Average monthly savings over 12 months
<b>Combined Monthly Savings:</b>	<b>(\$12,793.09)</b> - Mthly Estimated Electric / Maintenance

Earthlight Technologies, LLC  
92 West Rd  
Ellington, CT 06029

p: (860) 871-9700  
f: (860) 871-9439  
earthlighttech.com

**\*The average combined monthly savings EXCEEDS the 4-year monthly payment by \$473.58 per month for all 4 years. This is all income or a decrease in monthly costs.**

**That equals \$5,682.96 per year, or \$22,731.84 for 4 years.**

**Once paid in full in 4 years you will see an additional \$153,517.06 for the 5<sup>th</sup> year totaling: \$176,248.12 - 5 year Electric and Maintenance savings**

**\*The Warranty for these 3 projects is 5 years 100% Material and Labor which includes lifts, transportation and all material needed to make repairs.**

**\*Lifetime Calculations of LED Fixtures and components is 13+ years.**

**\*Expected Life span of LED Fixtures & components is 50,000 – 100,000 hours or 15 – 25 years in a school application.**



**John A. Smith**  
[e.smith@earthlighttech.com](mailto:e.smith@earthlighttech.com)

**w.** [www.earthlighttech.com](http://www.earthlighttech.com)

**a.** 92 West Road, Ellington, CT 06029

**o.** 860.871.9700 ext: 133

**c.** 860.428.9828







## MUNICIPAL LOAN AGREEMENT

Name of Borrower:	
Principal Place of Business:	
Project Name:	
Project Number:	

### Section 1 Loan Agreement

THIS LOAN AGREEMENT: (the 'Agreement') is by and between the Connecticut Light and Power Company, doing business as Eversource Energy ('Eversource'), 107 Selden Street, Berlin, Connecticut 06037, in its capacity as manager of the Connecticut Energy Efficiency Fund ('CEEF') and ('Borrower'). Eversource and Borrower are each individually referred to as a 'Party' or collectively as 'Parties' in this Agreement. This Agreement consists of a customer application, a loan agreement, executive summary letter, and a customer assessment.

#### WHEREAS:

- a. Borrower desires to participate in the Municipal ('Municipal') Program offered by Eversource;
- b. Borrower desires to receive an incentive from the Municipal Program ('Municipal Program Incentive') to assist with the cost of installation of energy efficiency products or services at Borrower's facility as more fully described in the Customer Application Agreement;
- c. Borrower has selected a contractor to perform the installation of the Energy Efficiency Project from Eversource's list of pre-approved contractors ('Contractor');
- d. Borrower desires to obtain financing for the Energy Efficiency Project; and
- e. Eversource agrees to provide financing to the Borrower in accordance with this Agreement.

THEREFORE, in consideration of the foregoing and the mutual benefits and detriments described herein, the Parties acknowledge their understandings as follows:

#### 1. Loan:

- a. Borrower agrees to install the Energy Efficiency Project in accordance with the Customer Application Agreement, Executive Summary Letter, and Customer Assessment.
- b. Borrower or Borrower's Contractor will provide Eversource with written notification of the completion of installation of the Energy Efficiency Project.
- c. Eversource may perform a post-installation inspection and verification of the Energy Efficiency Project.
- d. Upon completion of Section 1 (a) through (c) and execution of this Agreement, Eversource agrees to advance to the Borrower's Contractor, the full amount agreed upon by the Borrower and the Contractor for completion of the Energy Efficiency Project ('Total Energy Efficiency Project Cost').
- e. Borrower agrees to pay to Eversource the Total Energy Efficiency Project Cost minus the Municipal Program Incentive ('Loan Amount') as set forth in Section 2.

#### 2. Payment:

- a. Borrower promises to pay to the order of Eversource in accordance with the terms of this Agreement (see Section 2).
- b. Borrower agrees and understands that the Loan Amount and the Monthly Payment will appear on either Borrower's monthly electric bill as a separate line item or a separate bill from the utility company entitled 'C&LM Loan Monthly Fee'.
- c. Borrower agrees and understands the Monthly Payment is payable according to the terms stated on Borrower's bill, which includes a one (1%) percent late fee if the Monthly Payment is not paid in full by the specified due date.
- d. Borrower agrees and understands that the first Monthly Payment will be due on the first bill upon which it appears following the execution of this Agreement.

**3. Interest:** Borrower understands that interest will not be applied under this Agreement.

**4. Default:** Borrower agrees and understands that the occurrence of any of the following events shall be a "Default".

- a. The nonpayment when due of any payment hereunder.
- b. Borrower becomes insolvent or shall suffer or consent to or apply for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property or shall fail to pay its debts when they become due, or shall make a general assignment for the benefit of creditors or any petition be filed by or against the Borrower under any provision or any bankruptcy or insolvency statute.
- c. The reorganization, dissolution, merger, consolidation, liquidation, sale of assets or equity interests in Borrower.
- d. Any statement or document (including Customer Application Agreement, Executive Summary Letter or Customer Assessment) provided by Borrower or its Contractor to Eversource in connection with this Agreement or any representation or warranty made by Borrower or its Contractor under this Agreement shall prove to be incorrect, false, or misleading in any material respect when furnished or made.
- e. The death of any individual Borrower or guarantor.

**5. Cure for Default for Borrower's Failure to Make Timely Payments:** In case of Default due solely to Borrower's failure to make timely payment as called for in this Agreement, Borrower may cure said Default by making full payment of any Monthly Payments overdue under this Agreement, including any fees, as described in Section 6 below.



Customer Name:  
Project Name:

**6. Late Payment Fees:** Borrower agrees and understands that if the Monthly Payment stated on Borrower's bill is not paid in full by the specified due date, a one percent late fee will be applied.

**7. Acceleration:**

- a. Borrower agrees and understands that in the instance of Default under Section 4, upon fifteen (15) days written notice to Borrower from Eversource, the entire Loan Amount (including any fees) will be due and payable immediately.
- b. Borrower agrees and understands that in the case of Default under section 4(b), acceleration is automatic.

**8. Eversource's Legal Remedies:**

- a. Borrower agrees and understands that upon Default, Eversource will pursue any and all legal remedies, including, but not limited to, collections action.
- b. Borrower agrees and understands that in the instance of Default, Borrower is responsible for all collection-related costs, including, but not limited to, attorneys fees and court costs.

**9. Joint and Several Liability:** Borrower agrees and understands that if there is more than one Borrower, each Borrower shall be jointly and severally liable for the balance.

**10. Independent Contractor:** Borrower agrees and understands that Contractor is an independent contractor and is not affiliated in any way with Eversource or its affiliates or with the State of Connecticut or any of its regulatory bodies in any capacity.

**11. Warranties:** Borrower agrees and understands that Eversource is not affiliated with the Contractor, is not involved in the construction or installation of the Energy Efficiency Project makes no warranties, expressed or implied, regarding the Municipal Program Project and any part of the construction or installation thereof.

**12. Tax Liability:** Borrower agrees and understands that Eversource is not responsible for any tax liability, if any, imposed on Borrower as a result of Borrower's participation in the Municipal Program and that Borrower has consulted with its own tax counsel as to any tax effect.

**13. Energy Savings:**

a. Borrower agrees and understands that Eversource does not warranty that the Borrower's actual savings will occur at the level projected in the Executive Summary Letter and Customer Assessment prepared by Contractor for Borrower and further agrees that energy efficiency construction involves factors that are impossible to predict such as changes in facility usage, operating hours, equipment, weather, or many other factors which may impact the Borrower's future electric energy use or cost. **BORROWER ACKNOWLEDGES THAT THE ACTUAL ELECTRICAL ENERGY SAVINGS MAY BE LESS THAN THE SUM ADVANCED FOR THE ENERGY EFFICIENCY PROJECT PURSUANT TO THIS AGREEMENT.**

b. Customer, Participant, and Contractor/Arranger acknowledge and agree that any and all payments, benefits and/or credits associated with or applicable to any Eversource customer's participation in the program that is the subject of this Agreement in connection with the ISO New England, Inc. Forward Capacity Market ('FCM') or any currently existing or successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of Eversource as applicable. Customer, Participant, and Contractor/Arranger hereby assign to Eversource, as applicable, all of their right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by Eversource, as applicable, to evidence the same. FCM means the market for procuring capacity pursuant to ISO-NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the FCM, or any successor or replacement market/capacity procurement process. In accordance with the Department of Public Utility Control's ('DPUCs') September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) – 2007 Revisions, (as supplemented by the Department February 11, 2010 decision in Docket No. 05-07-19RE02), neither Customer nor Participant nor Contractor/Arranger is eligible to receive or retain any Class III conservation credits or any and all environmental credits or benefits in connection with the program that is the subject of this Agreement and Contractor hereby acknowledges and agrees to the same. Contractor further acknowledges and agrees that such credits shall be retained by Eversource for the benefit of its customers through the CEEF. The Customer, Participant, and Contractor/Arranger agrees to execute any and all documents and/or instruments as requested by CEEF Manager to evidence such assignment. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by Eversource Effective Date of shall be the allocation in effect (per the applicable DPUC decision) on the Agreement and/or Letter of Agreement.

**14. Elimination and/or Reduction of CEEF:** Eversource Customer agrees and understands that payment under this Agreement derives from the Municipal Program, which while administered by Eversource is funded through a charge on customer bills and other sources. Customer also agrees and understands that Eversource is and shall not be responsible for any costs or damages incurred by Customer in the event that funding for energy efficiency programs, including but not limited to the Municipal Program, is reduced or eliminated by the State of Connecticut, whether by the Governor, the Legislature, the Department of Public Utility Control, or preempted or otherwise affected by the action of the federal government of the United States of America.

**15. Indemnification:** Borrower shall indemnify, defend and hold harmless Eversource, its parent, directors, officers, employees and agents (including, but not limited to, its affiliates, contractors, and employees), from and against all liabilities, damages, losses, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement, including, but not limited to the wrongful or negligent acts or omissions of the Contractor.

**16. Amendment:** This Agreement may be modified or amended only by a writing executed by the Parties.

**17. Third Parties:** In no event shall this Agreement be deemed to give any rights or entitlements to any third party, including Contractor and that this Agreement is solely for setting forth the understandings and obligations of the Parties.

**18. Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of laws principles and shall be subject to all applicable laws governing the subject matter hereof.

**19. Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.



Customer Name:  
Project Name:

**20. Notices:** Notices required by this Agreement shall be addressed to the other Party, including the other Party's representative at the addresses noted below:

**Eversource Energy Efficiency:**  
Eversource  
107 Selden Street  
Berlin, CT 06037  
Attn: Energy Efficiency  
Consultant \_\_\_\_\_

**With a copy to:**  
Eversource Service Company  
Legal Department  
107 Selden Street  
Berlin, CT 06037

Any notice, request, consent or other communication required or authorized under this Agreement to be given by one Party to the other Parties shall be in writing. It shall either be personally delivered, or mailed, return receipt requested, or by overnight carrier. Any such notice, request, consent or other communication shall be deemed to be given when delivered. Routine communications concerning the Agreement or other matters as expressly agreed to by the Parties shall be exempt from the requirements of Section 20 and may be made in any manner agreed to by the Parties.

**21. Complete Agreement:** This Agreement shall constitute the complete agreement between the Parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the Parties. No change to the Agreement shall be binding upon the Parties unless made in writing and signed by both Parties.



Customer Name:  
Project Name:

**Section 2**

Project Name			Project Number CT		
Name of Borrower			Principal Place of Business		
Total Project Cost \$	Incentive \$	Loan Amount \$	Monthly Payment \$	No. of Months	Customer Unfinanced Balance / Buydown* \$

**Please note:** If the Borrower sells the business, and there is a remaining balance on the loan, the Borrower will continue to be responsible for the loan unless this loan is specifically referenced in the purchase and sale agreement, and the purchaser has specifically agreed to assume the remaining balance of this loan. Please contact Eversource for more information.

*By my signature below, I certify that I have read, understand and agreed to the terms of this agreement.*

Signature of Authorized Representative of Borrower			Signature of Authorized Representative of Contractor		
Name of Customer (print)			Name of Signer (print)		
Date of Signature			Date of Signature		
Customer Title (print)			Title of Signer (print)		
Federal Tax ID or Social Security Number			Federal Tax ID or Social Security Number		
Service Street Address			Contractor Street Address		
Service City, State & Zip Code			City, State & Zip Code		
Billing Street Address			Contractor Phone Number		
Billing City, State & Zip Code			<input type="checkbox"/> Contractor verified customer's ID <b>Please indicate Billing Preference below (required):</b> <input type="checkbox"/> Include Loan on Monthly Electric Bill <input type="checkbox"/> Bill Separately		
Customer Electric Billing Account Number					
Customer Email Address					

Accepted Eversource:

Authorized Eversource Representative Signature	Date
Print Name	Title

\*Customer unfinanced balance to be paid at completion of project.

---

## Acceptance Agreement

92 West Road  
Ellington, CT 06029  
860-871-9700

Date: 1/06/2021

Customer ID #: EO19-0641 /  
CT20-189307

**Customer Bill To:**

Stonington Board of Education (Stonington District Office)  
40 Field Street  
Pawcatuck, CT 06379

Prepared by: Earthlight Technologies

Description	Amount
Project Cost	\$ 99,884.38
Tax (Exempt)	\$ 0.00
Subtotal	<u>\$ 99,884.38</u>
Approved Incentive	\$ 23,763.60
<b>Total Net Cost</b>	<b>\$ 76,120.78</b>

**Terms and Conditions**

Terms: Customer agrees to assign Eversource LOA incentive to Earthlight Technologies Inc. 92 West Rd Ellington, CT 06029. Customer agrees to authorize required utility documents before, during and after post inspection to ensure prompt release of funds. Customer understands that incentive is based on current agreed scope of work. If scope changes and incentive drops due to reduction in savings, customer be responsible for any balance not covered by the final incentive.

Utility incentive will be released to contractor by utility upon completion and /or post inspection of install. Customer to complete and submit financing document at completion of install.

Warranty: All work shall be completed in a workmanlike manner according to standard professional practices. Earthlight warrants their services for a period of (3) year and per manufacturer's warranty on any parts. Products supplied by Earthlight will be per manufacturer's standard warranty terms. Any disputes concerning price, quality or warranty of work performed will be resolved between Customer and Earthlight directly. Any alteration or deviation from specifications above involving extra costs may be executed only upon written orders and will become an extra charge over and above this proposal price. Our workers are fully covered by Workman's Compensation Insurance.

**Limitation of Liability:** In no event shall Earthlight be liable for damages caused by Customer's failure to perform its obligations under this Proposal Agreement, or for claims, damages, or actions against the Customer by any other party. Earthlight shall have no obligations as to any equipment, which is

subjected to misuse, negligence, accident, or alteration by Customer or any third party. Any costs or repairs outside those specified in this agreement deemed necessary by any third party including but not limited to building codes, trade or industry groups, or regulations imposed by any local, state, or federal regulations including zoning restrictions will be billed separate to this contract. IN NO EVENT SHALL Earthlight BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, CUSTOMER'S LOSS OF USE, REVENUE OR PROFIT.

**Indemnity:** Customer agrees to release, indemnify, defend and hold harmless Earthlight, their contractors, officers, agents and employees from and against all costs, claims, damages and liability arising out of or relating to products and activities of negligent or intentional acts or omissions of Customer or third parties relating thereto, or injury caused thereby.

**Acceptance of Proposal & Service Delivery:** We will contact you to arrange for services and complete the project per above prices, specifications and accepted conditions upon your acceptance. Payment will be made as outlined above. This Proposal specifying terms and conditions of this job must be signed prior to the pricing of this proposal taking effect or initiation of services.

Acceptance

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the customer agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

All material is guaranteed to be specific. All work to be completed in a substantial workman-like manner according to specifications submitted, per standard practices. Any alteration or deviation from above specification involving additional cost will be executed only upon additional written orders and will become an additional extra on the project. All agreements contingent upon strikes, accidents or delays beyond our control.

**Acceptance of Proposal**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

**Signature** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Date of Acceptance** \_\_\_\_\_

## Acceptance Agreement

92 West Road  
Ellington, CT 06029  
860-871-9700

Date: 1/06/2021

Customer ID #: EO19-0640 /  
CT20-167729

**Customer Bill To:**

Stonington Board of Education (Stonington High School)  
70 Field Street  
Pawcatuck, CT 06379

Prepared by: Earthlight Technologies

Description	Amount
Project Cost	\$ 668,577.64
Prevailing Wages	\$ 77,646.98
Tax (Exempt)	\$ 0.00
Subtotal	<u>\$ 668,577.64</u>
Approved Incentive	\$ 205,554.80
<b>Total Net Cost</b>	<b>\$ 463,022.84</b>

**Terms and Conditions**

Terms: Customer agrees to assign Eversource LOA incentive to Earthlight Technologies Inc. 92 West Rd Ellington, CT 06029. Customer agrees to authorize required utility documents before, during and after post inspection to ensure prompt release of funds. Customer understands that incentive is based on current agreed scope of work. If scope changes and incentive drops due to reduction in savings, customer be responsible for any balance not covered by the final incentive.

Utility incentive will be released to contractor by utility upon completion and /or post inspection of install. Customer to complete and submit financing document at completion of install.

Warranty: All work shall be completed in a workmanlike manner according to standard professional practices. Earthlight warrants their services for a period of (3) year and per manufacturer's warranty on any parts. Products supplied by Earthlight will be per manufacturer's standard warranty terms. Any disputes concerning price, quality or warranty of work performed will be resolved between Customer and Earthlight directly. Any alteration or deviation from specifications above involving extra costs may be executed only upon written orders and will become an extra charge over and above this proposal price. Our workers are fully covered by Workman's Compensation Insurance.

**Limitation of Liability:** In no event shall Earthlight be liable for damages caused by Customer's failure to perform its obligations under this Proposal Agreement, or for claims, damages, or actions against the Customer by any other party. Earthlight shall have no obligations as to any equipment, which is

subjected to misuse, negligence, accident, or alteration by Customer or any third party. Any costs or repairs outside those specified in this agreement deemed necessary by any third party including but not limited to building codes, trade or industry groups, or regulations imposed by any local, state, or federal regulations including zoning restrictions will be billed separate to this contract. IN NO EVENT SHALL Earthlight BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, CUSTOMER'S LOSS OF USE, REVENUE OR PROFIT.

**Indemnity:** Customer agrees to release, indemnify, defend and hold harmless Earthlight, their contractors, officers, agents and employees from and against all costs, claims, damages and liability arising out of or relating to products and activities of negligent or intentional acts or omissions of Customer or third parties relating thereto, or injury caused thereby.

**Acceptance of Proposal & Service Delivery:** We will contact you to arrange for services and complete the project per above prices, specifications and accepted conditions upon your acceptance. Payment will be made as outlined above. This Proposal specifying terms and conditions of this job must be signed prior to the pricing of this proposal taking effect or initiation of services.

Acceptance

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the customer agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

All material is guaranteed to be specific. All work to be completed in a substantial workman-like manner according to specifications submitted, per standard practices. Any alteration or deviation from above specification involving additional cost will be executed only upon additional written orders and will become an additional extra on the project. All agreements contingent upon strikes, accidents or delays beyond our control.

**Acceptance of Proposal**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

**Signature** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Date of Acceptance** \_\_\_\_\_



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## Acceptance Agreement

92 West Road  
Ellington, CT 06029  
860-871-9700

Date: 1/06/2021

Customer ID #: EO19-0642 /  
CT20P00064983

**Customer Bill To:**

Stonington Board of Education (Stonington-Pawcatuck Middle School)  
40 Field Street  
Pawcatuck, CT 06379

Prepared by: Earthlight Technologies

Description	Amount
Project Cost	\$ 74,024.86
Tax (Exempt)	\$ 0.00
Subtotal	<u>\$ 74,024.86</u>
Approved Incentive	\$ 21,831.83
<b>Total Net Cost</b>	<b>\$ 52,193.03</b>

**Terms and Conditions**

Terms: Customer agrees to assign Eversource LOA incentive to Earthlight Technologies Inc. 92 West Rd Ellington, CT 06029. Customer agrees to authorize required utility documents before, during and after post inspection to ensure prompt release of funds. Customer understands that incentive is based on current agreed scope of work. If scope changes and incentive drops due to reduction in savings, customer be responsible for any balance not covered by the final incentive.

Utility incentive will be released to contractor by utility upon completion and /or post inspection of install. Customer to complete and submit financing document at completion of install.

Warranty: All work shall be completed in a workmanlike manner according to standard professional practices. Earthlight warrants their services for a period of (3) year and per manufacturer's warranty on any parts. Products supplied by Earthlight will be per manufacturer's standard warranty terms. Any disputes concerning price, quality or warranty of work performed will be resolved between Customer and Earthlight directly. Any alteration or deviation from specifications above involving extra costs may be executed only upon written orders and will become an extra charge over and above this proposal price. Our workers are fully covered by Workman's Compensation Insurance.

Limitation of Liability: In no event shall Earthlight be liable for damages caused by Customer's failure to perform its obligations under this Proposal Agreement, or for claims, damages, or actions against the Customer by any other party. Earthlight shall have no obligations as to any equipment, which is

subjected to misuse, negligence, accident, or alteration by Customer or any third party. Any costs or repairs outside those specified in this agreement deemed necessary by any third party including but not limited to building codes, trade or industry groups, or regulations imposed by any local, state, or federal regulations including zoning restrictions will be billed separate to this contract. IN NO EVENT SHALL Earthlight BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, CUSTOMER'S LOSS OF USE, REVENUE OR PROFIT.

Indemnity: Customer agrees to release, indemnify, defend and hold harmless Earthlight, their contractors, officers, agents and employees from and against all costs, claims, damages and liability arising out of or relating to products and activities of negligent or intentional acts or omissions of Customer or third parties relating thereto, or injury caused thereby.

Acceptance of Proposal & Service Delivery: We will contact you to arrange for services and complete the project per above prices, specifications and accepted conditions upon your acceptance. Payment will be made as outlined above. This Proposal specifying terms and conditions of this job must be signed prior to the pricing of this proposal taking effect or initiation of services.

Acceptance

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the customer agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

All material is guaranteed to be specific. All work to be completed in a substantial workman-like manner according to specifications submitted, per standard practices. Any alteration or deviation from above specification involving additional cost will be executed only upon additional written orders and will become an additional extra on the project. All agreements contingent upon strikes, accidents or delays beyond our control.

**Acceptance of Proposal**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

## Acceptance Agreement

92 West Road  
Ellington, CT 06029  
860-871-9700

Date: 12/11/2020

Customer ID #: EO19-0640 /  
CT20-167729

### Customer Bill To:

Stonington Board of Education  
70 Field Street  
Pawcatuck, CT 06379

Prepared by: Earthlight Technologies

Description	Amount
Project Cost	\$ 668,577.64
Prevailing Wages	\$ 77,646.98
Tax (Exempt)	\$ 0.00
Subtotal	<u>\$ 668,577.64</u>
Approved Incentive	\$ 205,554.80
<b>Total Net Cost</b>	<b>\$ 463,022.84</b>

### Terms and Conditions

Terms: Customer agrees to assign Eversource LOA to Earthlight Technologies Inc. 92 West Rd Ellington, CT 06029. Customer agrees to authorize required utility documents before, during and after post inspection to ensure prompt release of funds. Customer understands that incentive is based on current agreed scope of work. If scope changes and incentive drops due to reduction in savings, customer be responsible for any balance not covered by the final incentive.

### Payment Terms:

- 50% deposit at time of signing - \$231,511.42
- 40% Material on Site - \$185,209.13
- 10% Upon completion of install - \$46,302.28

Warranty: All work shall be completed in a workmanlike manner according to standard professional practices. Earthlight warrants their services for a period of (3) year and per manufacturer's warranty on any parts. Products supplied by Earthlight will be per manufacturer's standard warranty terms. Any disputes concerning price, quality or warranty of work performed will be resolved between Customer and Earthlight directly. Any alteration or deviation from specifications above involving extra costs may be executed only upon written orders and will become an extra charge over and above this proposal price. Our workers are fully covered by Workman's Compensation Insurance.

Limitation of Liability: In no event shall Earthlight be liable for damages caused by Customer's failure to perform its obligations under this Proposal Agreement, or for claims, damages, or actions against the Customer by any other party. Earthlight shall have no obligations as to any equipment, which is

subjected to misuse, negligence, accident, or alteration by Customer or any third party. Any costs or repairs outside those specified in this agreement deemed necessary by any third party including but not limited to building codes, trade or industry groups, or regulations imposed by any local, state, or federal regulations including zoning restrictions will be billed separate to this contract. IN NO EVENT SHALL Earthlight BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, CUSTOMER'S LOSS OF USE, REVENUE OR PROFIT.

Indemnity: Customer agrees to release, indemnify, defend and hold harmless Earthlight, their contractors, officers, agents and employees from and against all costs, claims, damages and liability arising out of or relating to products and activities of negligent or intentional acts or omissions of Customer or third parties relating thereto, or injury caused thereby.

Acceptance of Proposal & Service Delivery: We will contact you to arrange for services and complete the project per above prices, specifications and accepted conditions upon your acceptance. Payment will be made as outlined above. This Proposal specifying terms and conditions of this job must be signed prior to the pricing of this proposal taking effect or initiation of services.

**Acceptance**

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the customer agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

All material is guaranteed to be specific. All work to be completed in a substantial workman-like manner according to specifications submitted, per standard practices. Any alteration or deviation from above specification involving additional cost will be executed only upon additional written orders and will become an additional extra on the project. All agreements contingent upon strikes, accidents or delays beyond our control.

**Acceptance of Proposal**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date of Acceptance \_\_\_\_\_



**LETTER OF INTENT**

March 1, 2021

Town of Stonington - Softball Field Lights  
26 Spellman Drive  
Southington, CT 06378

Re: Energy Efficiency Project – EO20-0681-0682

Dear Danielle Chesbrough,

Earthlight looks forward to working with you and the Town of Stonington - Softball Field Lights locations on your energy efficiency project. This letter shall confirm our mutual understanding of the general scope of the work. Earthlight will follow up with Energy Efficiency proposal setting forth, the specific terms and conditions of our business relationship.

**1. Project Description**

Total Project Cost - \$ 57,807.63 Estimated Utility Incentive - \$ 11,446.80 Net Cost - \$ 46,360.83

Earthlight is proposing to install high performance lighting **Terms: Customer agrees to assign the LOA incentive for Town of Southington, Softball Field Lights to Earthlight Technologies Inc. 92 West Rd Ellington Ct. 06029. Customer agrees to complete all Eversource paperwork for financing and incentive to be paid to contractor upon completion of project.**

See attached for more detail specifications and financial summaries.

**2. Local Utility Company Energy Efficiency Incentive Program**

An important aspect of the project is the dollar amount of energy incentive that may be offered by your local utility company. To qualify, Earthlight will be preparing, on your behalf, certain documents, including engineering data, drawings, descriptions, spreadsheets, and other company-requested documentation. Your input regarding the current and future energy demands of your business is critical, as the utility company will use it for calculating the amount of incentive your projects are eligible for. The utility company will inform us of the amount, if any, by issuing a Letter of Acceptance (LOA). Upon receipt, Earthlight and Town of Stonington - Softball Field Lights will meet to finalize the project's specific energy efficiency measures. This Letter of Intent may be terminated at any time by either party. Further, neither party has any legal obligations to each other until the Purchase Agreement is fully executed.

<b>Understood &amp; Accepted:</b>	By service provider: <u>Earthlight Technologies LLC</u>
<b>By client:</b> _____	Name: _____
<b>Title:</b> _____	Title: _____
<b>Date:</b> _____	Date: _____
<b>Signed:</b> _____	Signed: _____

# Town of Stonington – Softball Field Preliminary

26 Spellman Dr Stonington, CT 06379

March 1, 2021



Prepared for

Danielle Chesbrough  
(860) 535-5050

Prepared by

John Smith  
Earthlight Technologies LLC  
92 West Road  
Ellington, CT 06029  
(860) 428-9828





## Energy Efficiency Project - Project Financial Summary

March 1, 2021

RE: Energy Project

EO20-0681-0682

Stonongton Softball Field Lights

### EO Program Highlights:

The Energy Opportunity program offers turnkey proposals for materials and labor, eliminating multiple quotes. Clients have access to financial incentives to buy down the cost of energy efficiency projects and financing through Eversource's partners.

**Earthlight Technologies offers a 3 year Labor and 5 year Material Warranty.**

### Cash Flow Analysis

	kWh rate	0.1450
Annual Energy Savings		28,617 kWh
Annual Gas Savings		
Annual Cost Savings		\$4,149.47
<b>Total Annual Cost Savings</b>		<b>\$4,149.47</b>

### Key Financials

Incentive Percentage: **20%**

### Project Cost Analysis

Project Cost		\$ 57,807.63
CT Tax (6.35%)	+	
Total Project Cost		\$ 57,807.63
Conservation Incentive	-	<b>\$ 11,446.80</b>
<b>Net Total Customer Cost</b>		<b>\$ 46,360.83</b>

### Financing Analysis

Financed Amount		\$ 46,360.83
Interest Rate		0.00%
Term (Months)		48
Monthly Payment		\$ (965.85)
Monthly Savings		<b>\$ 345.79</b>

Net Cashflow per Month \$ (620.06)

### Energy Conservation Measures

#### High-Performance Lighting

- Occupancy Sensors
- High Performance Lighting ✓
- Photocells

#### Energy -Efficient HVAC

- Tune Up
- Programmable Thermostats
- Heating and AC Upgrades

#### Energy -Efficient Refrigeration

- Open Refrigeration Night Covers
- Refrigeration Controls
- High Efficiency ECM Motors
- Vending Machine Controls

#### Additional Energy -Efficient Measures

- Air Compressors
- Premium Motors & VFDs
- Pipe Insulation, Spray Valves, Low-Flow Showerheads, or Aerators

### Green Factor

This project is equivalent to:

<b>1,018</b>	Gallons of oil not burned or
<b>26,487</b>	Pounds of CO2 emissions avoided or
<b>12,377</b>	Pounds of coal not burned or
<b>3</b>	Homes provided with power for 1 year or
<b>50,206</b>	Miles driven by an average passenger vehicle per year





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## Energy Efficiency Project – Project Measures line by line

Date: February 26, 2021

Re: Energy Project EO21-1025

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Name: Town of Stonington – Softball Field

26 Spellman Dr Stonington, CT

Earthlight Technologies, LLC  
92 West Rd  
Ellington, CT 06029

p: (860) 871-9700  
f: (860) 871-9439  
earthlighttech.com





## Fixture Detail

Totals		30	48,838	30	20,220	\$0	\$0	\$0	\$0	\$0	\$0						
Area		Proposed Solution															
Room	Existing	Watts	Qty	Burn	kWh	Proposed	Watts	Qty	% Red.	Burn	kWh	Ctrl Qty	Rebates	Energy	HVAC	Maintenance	
EO2021StoningtonSoftball / New Area																	
Tall Poles	MH-MH1500-1/ Flood-Meglit-Open - no lens-Truntron	1615.0	20	1,008	32,558	750W ASD SPORTS LIGHT FLOOD	753.0	20	0	1,008	15,180	0	\$0	\$0	\$0	\$0	
Short Poles	MH-MH1500-1/ Flood-Meglit-Open - no lens-Truntron	1615.0	10	1,008	16,279	500W ASD SPORTS LIGHT FLOOD	500.0	10	0	1,008	5,040	0	\$0	\$0	\$0	\$0	
<b>Totals</b>			<b>30</b>		<b>48,838</b>			<b>30</b>			<b>20,220</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	



DRAFT





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## Energy Efficiency Project – Cut Sheets

Date: February 26, 2021

Re: Energy Project EO21-1025

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Name: Town of Stonington – Softball Field

26 Spellman Dr Stonington, CT

- New LED lamps and Fixtures