

TOWN OF STONINGTON
SPECIAL TOWN MEETING
July 17, 2018

A Special Town Meeting of the Town of Stonington was called to order at 7:00 p.m. on July 17, 2018 at the Stonington High School auditorium by First Selectman Rob Simmons. Also, in attendance were Selectman John Prue and Selectwoman Kate Rotella. Town Attorney Tom Londregan was also in attendance.

First Selectman Simmons asked all to stand for the Pledge of Allegiance. First Selectman Simmons then asked for nominations for Moderator. Mr. Don Maranell nominated Mr. James O'Boyle and being properly seconded by Mr. Ted Ladwig, Mr. O'Boyle was unanimously elected Moderator of the meeting. Town Clerk, Cynthia Ladwig served as Clerk.

The Moderator announced that the first and second items on the Call were not ready to go forward to a vote at this time and that the items were being removed from the agenda.

There being no objection, the Moderator dispensed with the reading of the Call recorded immediately preceding these pages.

The Moderator asked for a motion to waive the reading of the third item on the Call. Hearing no objection, the Moderator read the Resolution to waive the reading of the third item on the Call.

BE IT HEREBY RESOLVED, That the reading of the Resolution to be presented to this Special Town Meeting under the third item of the Call be waived, and the full text of the Resolution, a copy of which has been made available to all those in attendance at this meeting, be incorporated into the text of this meeting.

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

That there be established for the Town of Stonington a Commission to be known as the Inland Wetlands and Water Courses Commission of the Town of Stonington (hereinafter referred to as "Commission"). Such Commission shall consist of seven (7) five (5) electors of the Town of Stonington (hereinafter individually referred to as "member" and collectively as "members"). The Commission shall promulgate such regulations, in conformity with the regulations promulgated by the Commissioner of Environmental Protection of the State of Connecticut pursuant to Section 5 of Public Act No. 155, as amended by the General Assembly of the State of Connecticut in its June session of 1973 and as that Act may be further amended in the future, as are necessary to protect the wetlands and water courses within the territorial limits of the Town of Stonington.

There shall be two (2) alternate members of the Commission who shall be electors of the Town of Stonington who shall be appointed by the Board of Selectmen as hereinafter provided. Such alternate members shall serve in accordance with the General Statutes of Connecticut and when seated, shall have all power and duties relating to members of the Inland Wetland and Water Courses Commissions as set forth in the General Statutes.

Section 1. Appointments by the Board of Selectmen for regular or alternate membership to the Inland Wetlands and Water Courses Commission, shall be, when this ordinance becomes effective, for the term of three (3) years and until a successor has been appointed and qualified, in accordance with the Connecticut General Statutes and amending those sections of all previous Town of Stonington ordinances which specify other than a three (3) year term.

Section 2. MINORITY REPRESENTATION. Minority representation shall be in accordance with the provisions of the Town of Stonington Charter.

Section 3. No appointee, regular or alternate, shall be eligible to serve concurrently on more than one (1) Inland Wetlands and Water Courses Commission, Planning and Zoning Commission and Zoning Board of Appeals.

~~Section 4. TERM LIMITS. No regular or alternate appointee to the Inland Wetlands and Water Courses Commission shall serve more than two (2) full three (3) year terms in the same capacity (regular or alternate).~~

~~After completing said terms an appointee shall not be eligible for reappointment by the Board of Selectmen for a period of five years.~~

~~In reference to only this section of this ordinance, a partial term (regular or alternate) of two (2) years or more shall be considered a full (3) year term.~~

~~An appointee filling a full regular term at the time this ordinance becomes effective is subject to these term limits. If the appointee's present term is in excess of the specified term limit, then the present term shall be the appointee's last term.~~

~~An appointee filling a full alternate term at the time this ordinance becomes effective is subject to these term limits. If the appointee's present term is in excess of the above specified term limit, then the present term shall be the appointee's last term.~~

Section 5 [4]. The Board of Selectmen shall have published in at least two (2) newspapers having a circulation in the Town of Stonington a notice of impending vacancies on the Inland Wetlands and Water Courses Commission. The Board of Selectmen may, if no application requests for appointment are received after thirty (30) days, reappoint the Commission member whose term has expired to a second full term, provided such member has requested reappointment .

Section 6 [5]. This ordinance shall become effective following an affirmative approval by Town Meeting and fifteen (15) days after publication in at least two (2) newspapers having a circulation in the Town of Stonington.

The Moderator acknowledged First Selectman Simmons to read 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 an Ordinance of the Town of Stonington, Connecticut, deleting term limit requirements and amending the number of members of the Inland Wetlands and Water Courses Commission. A copy of the complete text of the proposed revisions is on file in the Town Clerk's office during normal business hours.

Being properly seconded, the Moderator opened the floor to discussion. Speaking in favor of the resolution was Mr. Ted Ladwig. Speaking in favor of decreasing the membership and against the term limits portion of the Ordinance was Ms. Gail Shea. Ms. Shea made a motion to amend the resolution without the term limit portion being deleted. Motion was seconded. The Moderator asked for a vote on the amendment to the Resolution. Motion did not carry. Mr. Don Maranell spoke in favor of the Resolution and asked that the Bd. Of Selectmen do research to delete term limits from all Land Use Commissions and Mr. David Brown spoke in favor of term limits. Hearing no further discussion, the Moderator called for a vote on the resolution. The Resolution passed overwhelmingly.

The Moderator asked for a motion to waive the reading of the fourth item on the Call. Hearing no objection, the Moderator read the resolution to waive the reading of the fourth item on the Call.

BE IT HEREBY RESOLVED, That the reading of the Resolution to be presented to this Special Town Meeting under the fourth item of the Call be waived, and the full text of the Resolution, a copy of which has been made available to all those in attendance at this meeting, be incorporated into the text of this meeting.

TOWN OF STONINGTON, CT

ILLICIT DISCHARGE AND ILLEGAL CONNECTION ORDINANCE

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Summary

An illicit discharge is defined as any discharge to the municipal separate storm sewer system (stormwater drainage system) that is not composed entirely of stormwater runoff (except for discharges allowed under an NPDES permit or non-polluting flows). These non-stormwater discharges occur due to illegal dumping or illegal connections to the stormwater drainage system. This ordinance provides the Town with the authority to regulate illicit discharges, designates who shall administer and enforce the provisions of this ordinance, and establishes enforcement actions for those persons or entities found to be in noncompliance or that refuse to allow access to their facilities.

Introduction

It is hereby determined that:

Discharges to the municipal separate storm sewer system that are not composed entirely of stormwater runoff contribute to increased nonpoint source pollution and degradation of receiving waters;

These non-stormwater discharges occur due to spills, dumping and improper connections to the municipal separate storm sewer system from residential, industrial, commercial or institutional establishments.

These non-stormwater discharges not only impact waterways individually, but geographically dispersed, small volume non-stormwater discharges can have cumulative impacts on receiving waters.

The impacts of these discharges adversely affect public health and safety, drinking water supplies, recreation, fish and other aquatic life, property values and other uses of lands and waters. These impacts can be minimized through the regulation of spills, dumping and discharges into the municipal separate storm sewer system;

Localities in the State of Connecticut are required to comply with a number of State and Federal laws, regulations and permits which require a locality to address the impacts of stormwater runoff quality and nonpoint source pollution due to improper non-stormwater discharges to the municipal separate storm sewer system;

Therefore, the Stonington Board of Selectman adopts this ordinance for approval at a town meeting, to prohibit such non-stormwater discharges to the municipal separate storm sewer system. The Board firmly believes that the regulation of spills, improper dumping, and discharges to the municipal separate storm sewer system is in the public interest and will prevent threats to public health and safety, and the environment.

If any provision of this ordinance or the application thereof to any person or circumstances is held to be invalid, such invalidity shall not affect other provisions or applications of any other part of this ordinance that can be given effect without the invalid provisions or 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 fifteen (15) days after its passage.

Section 1. General Provisions

1.1. Purpose and Intent

The purpose of this ordinance is to protect the public health, safety, environment and general welfare through the regulation of non-stormwater discharges to the municipal separate storm sewer system to the maximum extent practicable as required by Federal law. This ordinance establishes methods for controlling the introduction of pollutants into the municipal separate

storm sewer system in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this ordinance are to:

- (1) Regulate the contribution of pollutants to the municipal separate storm sewer system by any person;
- (2) Prohibit illicit discharges and illegal connections to the municipal separate storm sewer system;
- (3) Prevent non-stormwater discharges, generated as a result of spills, inappropriate dumping or disposal, to these separate storm sewer systems; and,
- (4) To establish legal authority to carry out all inspection, surveillance, monitoring and enforcement procedures necessary to ensure compliance with this ordinance

1.2. Applicability

The provisions of this ordinance shall apply throughout the Town of Stonington.

1.3. Compatibility with Other Regulations

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation, or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

1.4. Severability

If the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision or clause of this ordinance.

1.5. Responsibility for Administration

The Director of Public Works, hereafter referred to as "the Director", shall administer, implement, and enforce the provisions of this ordinance.

Section 2. Definitions

"Accidental Discharge" means a discharge prohibited by this ordinance, which occurs by chance, and without planning or thought prior to occurrence.

"Clean Water Act" means the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

"Construction Activity" means activities subject to the Connecticut Erosion and Sedimentation Control Act or General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities. These include construction projects resulting in land disturbance. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

"Director" means the Director of Public Works for the Town of Stonington or his/her authorized deputy, agent, or representative.

"Illicit Discharge" means any unpermitted discharge to waters of the state that does not consist entirely of stormwater or uncontaminated ground water except those discharges identified in Section 3.1.1 of this ordinance when such non-stormwater discharges are not significant contributors of pollution to a discharge from an identified municipal separate storm sewer system.

"Illegal Connection" means either of the following:

- a) Any pipe, open channel, drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system, regardless of whether such pipe, open channel, drain or conveyance has been previously allowed, permitted, or approved by an authorized enforcement agency; or

b) Any pipe, open channel, drain or conveyance connected to the municipal separate storm sewer system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

"Industrial Activity" means activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b) (14) or CGS 22a-430b.

"National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit" means a permit issued by the Connecticut DEEP under authority delegated pursuant to 33 USC § 1342(b) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

"Municipal Separate Storm Sewer System" means any facility designed or used for collecting and/or conveying stormwater, including but not limited to any roads with drainage systems, highways, municipal streets, curbs, gutters, inlets, catch basins, piped storm drains, pumping facilities, structural stormwater controls, ditches, swales, natural and man-made or altered drainage channels, reservoirs, and other drainage structures, and which is:

- a) Owned or maintained by the Town of Stonington;
- b) Not a combined sewer; and
- c) Not part of the system that is under the control of the Stonington Water Pollution Control Authority (WPCA).

"Non-Stormwater Discharge" means any discharge to the storm drain system that is not composed entirely of stormwater.

"Person" means, except to the extent exempted from this ordinance, any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the State, any interstate body or any other legal entity.

"Pollutant" means anything that causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; petroleum hydrocarbons; automotive fluids; cooking grease; detergents (biodegradable or otherwise); degreasers; cleaning chemicals; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; liquid and solid wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; silt, sand and/or exposed earth and wastes and residues that result from constructing a building, a road and/or a structure; concrete and cement; and noxious or offensive matter of any kind.

"Pollution" means the contamination or other alteration of any water's physical, chemical or biological properties by the addition of any constituent and includes but is not limited to, a change in temperature, taste, color, turbidity, or odor of such waters, or the discharge of any liquid, gaseous, solid, radioactive, or other substance into any such waters as will or is likely to create a nuisance or render such waters harmful, detrimental or injurious to the public health, safety, welfare, or environment, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish or other aquatic life.

"Premises" mean any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

"State Waters" means any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface and subsurface water, natural or artificial, lying within or forming a part of the boundaries of the State of Connecticut which are not entirely confined and retained completely upon the property of a single person.

"Stormwater Runoff" or "Stormwater" means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

"Structural Stormwater Control" means a structural stormwater management facility or device that controls stormwater runoff and changes the characteristics of that runoff including, but not limited to, the quantity and quality, the period of release or the velocity of flow.

Section 3. Prohibitions

3.1 Prohibition of Illicit Discharges

No person shall throw, drain, or otherwise discharge, cause, or allow others under its control to throw, drain, or otherwise discharge into the municipal separate storm sewer system any pollutants or waters containing any pollutants, other than stormwater. Prohibited discharges would include, but not be limited to, residential, industrial, or commercial wastes, trash, used motor vehicle fluids, pesticides, fertilizers, food preparation waste, leaf litter, grass clippings, or domestic animal wastes.

- (1) The following discharges are exempt from the prohibition provision above provided that they do not contribute to a water quality violation; and such non-stormwater discharges are not significant contributors of pollutants to the municipal separate storm sewer system:
 - uncontaminated ground water discharges including, but not limited to, pumped ground water, foundation drains, water from crawl space pumps and footing drains;
 - irrigation water including, but not limited to, landscape irrigation and lawn watering runoff;
 - residual street wash water associated with sweeping;
 - naturally occurring discharges such as rising ground waters, uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20)), springs, diverted stream flows and flows from riparian habitats and wetlands;
 - water line flushing performed by a public utility; and
 - air conditioning condensation.
- (2) Discharges or flows from firefighting activities (except training), and other discharges specified in writing by the Town of Stonington as being necessary to protect public health and safety are exempt from the prohibition provision above.
- (3) The prohibition provision above shall not apply to any non-stormwater discharge permitted under an NPDES permit or order issued to the discharger and administered under the authority of the State and the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the municipal separate storm sewer system.

3.2 Prohibition of Illegal Connections

The construction, connection, use, maintenance or continued existence of any illegal connection to the municipal separate storm sewer system is prohibited.

- (1) This prohibition expressly includes, without limitation, illegal connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- (2) A person violates this ordinance if the person connects a line conveying sewage to the municipal separate storm sewer system, or allows such a connection to continue.
- (3) Improper connections in violation of this ordinance must be disconnected and redirected, if necessary, to an approved onsite wastewater management system or the sanitary sewer system upon approval of the Stonington Water Pollution Control Authority. Elimination of the identified improper connection shall follow all guidance or timetables specified in the current municipal separate storm sewer system general permit for the State of Connecticut. If what is being discharged is not acceptable to enter into the sanitary sewer system or infiltrate into the ground, then it will have to be discharged in another way that is acceptable to the Town.
- (4) Any drain or conveyance that has not been documented in plans, maps or equivalent, and which may be connected to the municipal storm sewer system, shall be relocated by the owner or occupant of that property upon receipt of written notice of violation from the Town. Such notice will specify a time period within which the relocation of the drain or conveyance is to be completed, that the drain or conveyance be identified as storm sewer, sanitary sewer or other, and that the outfall location or point of connection to the storm sewer system, sanitary sewer system or other discharge point be identified. Results of

these investigations are to be documented by the owner or occupant of that property and provided to the Director.

Section 4. Guidance for Proper Disposal of Vehicle Wash Water

All vehicle washing should be performed in a manner which prevents the direct discharge of washwater that is contaminated or contains detergents to a stream, river, or other surface waterbody. Washwaters should not enter a stormwater catch basin because the vast majority of these storm drains discharge directly to a surface waterbody without treatment.

Vehicle washing should be performed in an area large enough to contain all washwater and allow it to seep into the grass, gravel and/or soil. It is important that the area selected be as far away as possible from on-site or neighboring potable water supplies (wells). For more information on this subject, please refer to the latest Guidance Documents on "Disposal of Vehicle Wash Water" available on the CT Department of Energy and Environmental Protection's website.

Section 5. Guidance for Proper Disposal of Residential Swimming Pool/Hot Tub Wastewater

Disposal of residential swimming pool and/or hot tub wastewater needs to comply with all the latest CT Department of Energy and Environmental Protection (DEEP) regulations and requirements. For more information on this subject, please refer to the Environmental Permitting Section of the CT DEEP's website.

Section 6. Industrial, Commercial or Construction Activity Discharges

Any person subject to an industrial, commercial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the Director prior to allowing discharges to the municipal separate storm sewer system.

Section 7. Access and Inspection of Properties and Facilities

The Director, or his/her designee, shall be permitted to enter and inspect properties and facilities at reasonable times as often as may be necessary to determine compliance with this ordinance.

- (1) If a property or facility has security measures in force, which require proper identification and clearance before entry into its premises, the owner or operator shall make the necessary arrangements to allow access to representatives of the Town.
- (2) The owner or operator shall allow the Director access to all parts of the premises for the purposes of inspection, sampling, photography, videotaping, examination and copying of any records that are required under the conditions of an NPDES permit to discharge stormwater.
- (3) The Director shall have the right to set up on any property or facility such devices as are necessary in his/her opinion to conduct monitoring and/or sampling of flow discharges.
- (4) The Director may require the owner or operator to install monitoring equipment and perform monitoring as necessary, and make the monitoring data available to his/her office. This sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the owner or operator at his/her own expense. All devices used to measure flow and quality shall be calibrated to ensure their accuracy.
- (5) Any temporary or permanent obstruction to safe and easy access to the property or facility to be inspected and/or sampled shall be promptly removed by the owner or operator at the written or oral request of the Director and shall not be replaced. The costs of clearing such access shall be borne by the owner or operator.
- (6) Unreasonable delays in allowing the Director access to a facility are a violation of this ordinance.
- (7) If the Director has been refused access to any part of the premises from which stormwater is discharged, and the Director is able to demonstrate probable cause to believe that there

may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder, or to protect the overall public health, safety, environment and welfare of the community, then the Director may seek issuance of a search warrant from any court of competent jurisdiction.

Section 8. Notification of Accidental Discharges and Spills

Notwithstanding other requirements of law, as soon as any person responsible for a facility, activity or operation, or responsible for emergency response for a facility, activity or operation has information of any known or suspected release of pollutants or non-stormwater discharges from that facility or operation which are resulting or may result in illicit discharges or pollutants discharging into stormwater, the municipal separate storm sewer system, State Waters, or Waters of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release so as to minimize the effects of the discharge.

Said person shall notify the Director no less than 24 hours after the event of the nature, quantity and time of occurrence of the discharge. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the Director within three business days of the phone or in person notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years. Said person shall also take immediate steps to ensure no recurrence of the discharge or spill.

In the event of such a release of hazardous materials, emergency response agencies and/or other appropriate agencies shall be immediately notified.

Failure to provide notification of a release as provided above is a violation of this ordinance.

Section 9. Violations, Enforcement and Penalties

9.1. Violations

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Ordinance. Any person who has violated or continues to violate the provisions of this ordinance, may be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise abated in a manner provided by law.

In the event the violation constitutes an immediate danger to public health or public safety, the Stonington Police Department and/or the Director is authorized to enter upon the subject private property, without giving prior notice, to take any and all measures necessary to abate the violation and/or restore the property. The Director is authorized to seek costs of the abatement as outlined in Section 7.5.

9.2. Notice of Violation

Whenever the Director finds that a violation of this ordinance has occurred, the Director may order compliance by written notice of violation.

A. The notice of violation shall contain:

- (1) The name and address of the alleged violator;
- (2) The address when available or a description of the building, structure or land upon which the violation is occurring, or has occurred;
- (3) A statement specifying the nature of the violation;
- (4) A description of the remedial measures necessary to restore compliance with this ordinance and a time schedule for the completion of such remedial action. It is not the responsibility of the Town to formulate or design any remedial systems.
- (5) A statement of the penalty or penalties that shall or may be assessed against the person to whom the notice of violation is directed; and,

- (6) A statement that the determination of violation may be appealed to the Stonington Board of Selectman by filing a written notice of appeal within thirty (30) days from the date of the written Notice of Violation.

B. Such notice may require without limitation:

- (1) The performance of monitoring, analyses, and reporting required;
- (2) The elimination of illicit discharges and illegal connections;
- (3) That violating discharges, practices, or operations shall cease and desist;
- (4) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;
- (5) Payment of costs to cover administrative and abatement costs; and,
- (6) The implementation of pollution prevention practices acceptable to the Town.
- (7) The reporting of the violation to the Connecticut Department of Energy and Environmental Protection (DEEP) and/or the United States Environmental Protection Agency (EPA).

9.3. Appeal of Notice of Violation

Any person receiving a Notice of Violation may appeal the determination of the Director. The notice of appeal must be received by the Selectman's Office within thirty (30) days from the date of the written Notice of Violation. A hearing on the appeal before the Board of Selectman shall take place within 60 days from the date of receipt of the Notice of Appeal. The alleged violator or his/her designee should be present at the Board of Selectman's meeting to present their case and defend the accusations from the Notice of Violation. The decision of the Board of Selectman shall be final.

9.4. Enforcement Measures after Appeal

If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation or, in the event of an appeal, within 30 days of the decision of the Board of Selectman upholding the decision of the Director, then the Director may enter upon the subject private property and is authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

9.5 Costs of Abatement of the Violation

Within 30 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest to the Board of Selectman objecting to the assessment or to the amount of the assessment within 30 days of such notice. A hearing on the abatement assessment appeal before the Board of Selectman shall take place within 60 days from the date of receipt of the notice of appeal. The alleged violator or his/her designee should be present at the Board of Selectman's meeting to present their case on why the assessment is unfair.

If the amount due is not paid within thirty (30) days after receipt of the notice, or if an appeal is taken, within thirty (30) days after a decision on said appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

Any person violating any of the provisions of this article shall become liable to the Town of Stonington by reason of such violation.

9.6 Civil Penalties - In the event the alleged violator fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten days, or such greater period as the Director shall deem appropriate, after the Director has taken one or more of the actions described above, the Director may impose a penalty not to exceed \$100.00 (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the notice of violation.

9.7 Criminal Penalties - For intentional and flagrant violations of this ordinance, the Director may refer the violation to the United States Environmental Protection Agency (EPA) for enforcement of penalties under Sections 309 and 311 of the Clean Water Act.

9.8 Violations Deemed a Public Nuisance

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this ordinance is a threat to public health, safety, welfare, and environment and is declared and deemed a nuisance, and may be abated by injunctive or other equitable relief as provided by law.

9.9 Remedies Not Exclusive

The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable Federal, State or local law and the Director may seek cumulative remedies.

The Director may recover attorney's fees, court costs, and other expenses associated with enforcement of this ordinance, including sampling and monitoring expenses.

The Moderator acknowledged First Selectman Simmons to read 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 to revise the Ordinance of the Town of Stonington, Connecticut, regarding Illicit Discharge and Illegal Connection into the Town's separate storm sewer system. A copy of the complete text of the proposed Ordinance revisions is on file in the Town Clerk's office during normal business hours.

Being properly seconded, the Moderator opened the floor to discussion. Speaking on the Resolution was Scott Deledda the Town's Engineer. Hearing no further discussion, the Moderator called for a vote on the Resolution. The resolution passed unanimously.

The Moderator asked for a motion to waive the reading of the fifth item on the Call. Hearing no objection, the Moderator read the Resolution to waive the reading of the fifth item on the Call.

BE IT HEREBY RESOLVED, That the reading of the Resolution to be presented to this Special Town Meeting under the fifth item of the Call be waived, and the full text of the Resolution, a copy of which has been made available to all those in attendance at this meeting, be incorporated into the text of this meeting.

PROPERTY FIXED ASSESSMENT AGREEMENT

THIS PROPERTY FIXED ASSESSMENT AGREEMENT (this "Agreement") dated as of _____, 2018, between the TOWN OF STONINGTON (the "Town") a body corporate and politic, constituting a public instrumentality and political subdivision of the State of Connecticut, and MYSTIC APARTMENTS, LLC, (the "Owner") a Connecticut limited liability company having its corporate headquarters at 342 West Shore Avenue, Groton, CT., the owner of certain real property known as "PERKIN'S FARM CAMPUS" located at Jerry Browne Road, Mystic, Connecticut.

WITNESSETH

WHEREAS, §12-65b of the Connecticut General Statutes authorizes a municipality, by affirmative vote of its legislative body, to enter into a written agreement with a party owning or proposing to acquire an interest in, or leasing, real property within such municipality, fixing the assessment of real property and all improvements thereon or therein, and the improvements are for, among other things, residential use; medical/professional office; academic/research facility, and

WHEREAS, the Owner, Mystic Apartments, LLC (hereinafter "Owner"), proposes to develop real property known as the Perkins Farm within the Town (hereinafter "Property") and, together with financial contributions from the State of Connecticut, improve said property at a cost of \$16,335,000 for Phase I and to use the said property as improved for, among other things, residential use; and

WHEREAS, the Owner acknowledges that the land will remain taxable throughout this agreement and the fixed assessment applies only to the improvements that are constructed thereon, and in this respect the present land value is for residential house lots that have been discounted because the roads have not been constructed and therefore when the required deeds

are filed to merge all the residential lots into Phase I a new assessment for the land for Phase I will be made by the assessor; the Owner agrees to complete the transfer of land into Phase I by 10/1/2018.

WHEREAS, said proposed addition and improvements are economically feasible only if a fixed amount of real property taxes is agreed upon for a period of seven years; and

WHEREAS, it is in the best interest of the Town and its taxpayers that the Owner make such acquisition and improvements; and

WHEREAS, in order to induce the Owner to improve said property, make such improvements, in (3) three phases, Phase I Residential Building; Phase II Medical/Professional Building; and Phase III Academic/Research Facility within its borders the Town, at a Town Meeting held July 17, 2018, adopted a resolution approving the fix assessment program described herein, a copy of which is attached hereto as Exhibit A.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the parties hereto agree as follows:

1. The Property. This Agreement affects and pertains to lots owned under the name of Lattizori Development LLC and all improvements thereon or therein or to be constructed thereon or therein, said property being commonly known as Perkins Farm, Mystic, Connecticut (the "Property").
2. Improvements. The Owner agrees that within twelve (12) months of the date of this Agreement they will make improvements thereon or therein at a cost in the amount of \$16,335,000, Phase I and that the proposed use of the Property is for, among other things, residential housing, medical/professional office, academic/research purposes. The Town agrees that the Owner's use of the Property meets the requirements of §12-65b of the Connecticut General Statutes.
3. Fixed Assessment. For the period(s) of seven (7) years for each phase of construction (which shall commence as described in Paragraph 4 below), the percentage of assessment of the Property shall be the added assessment value multiplied by the following percentages:

<u>Year</u>	<u>Percentage</u>
1	7%
2	14%
3	21%
4	28%
5	35%
6	42%
7	49%

The assessor of the Town shall have the sole responsibility to determine the costs and value of the improvements. If said improvements are not made to the property, the Town shall no obligation to provide any tax assessment relief.

4. Commencement and Duration. The seven (7) year period(s) shall commence with the first Grand List date following the date of issuance of a final or temporary Certificate of Occupancy for each phase of the Facility. The first assessment year for Phase I is estimated to begin October 1, 2019;

Additionally, if during the period prior to October 1, 2019 a Certificate of Occupancy is issued for either the completion of the new construction or the addition is occupied for its intended use which results in a prorated assessment; the Owner shall agree to pay the prorated tax to the Town.

Phase II and Phase III will have a different commencement date as agreed to between the Board of Selectmen for the Town and the Owner. The Board of Selectmen and the Owner shall further agree on the costs and value of Phases II and Phases III.

5. Commitment. The Owner shall remain current in the payment of any taxes, (including the list of October 1, 2018) and other obligations owed to the Town and shall be in

compliance with zoning regulations for the property. If the Owner defaults and violates any of the above or fails to meet this obligation by transfer or change of use of the property, the Owner shall be subject to repayment of the abatement provided for herein, plus statutory interest for delinquent taxes, to the Town of Stonington.

6. No Waiver. Nothing contained in this Agreement shall be construed as waiving any right the Owner may have to a future contest or appeal following the seven-year period, in the manner provided by law, any assessment made or tax imposed by any taxing authority with respect to the Property.
7. Condemnation. In the event the Property or any part thereof is taken by condemnation or eminent domain or is damaged or destroyed by fire or other casualty during an applicable seven-year period, the applicable fixed assessment specified in Paragraph 3 shall be adjusted to reflect the diminution of value resulting from such condemnation, eminent domain, fire or other casualty in the manner provided by state and local laws and ordinances.
8. Successors. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto.
9. Amendment. This Agreement may not be amended, modified or terminated except by a writing executed by the parties hereto.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut.
11. Severability. A ruling by any court or administrative body that a portion of this Agreement is invalid or unconstitutional shall have no effect on the other terms hereof which shall remain in full force and effect and binding on the parties hereto.
12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed shall be an original and all of which shall constitute but one and the same instrument.
13. Assignment. This Agreement shall not be assigned except by agreement of the parties.
14. Integration: This Agreement sets forth all (and is intended by the parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties and representations between them with respect to the assessment and imposition of real property taxes on the Property and all Improvements thereto, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, expressed or implied, between the parties with respect to said assessment and taxes other than as set forth herein.
15. Whereas Clauses: The Parties further agree that all of the terms of this Agreement including the "whereas" paragraphs appearing before the numbered paragraphs are contractual and not mere recitals. The foregoing recitals are hereby incorporated into and made a part of the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their respective officer's thereunto as of the date first above mentioned.

Signed, Sealed and Delivered
in the Presence of:

Town of Stonington

By: _____
Robert R. "Rob" Simmons
Title: First Selectman, duly authorized

Mystic Apartments, LLC

By: _____
David Lattizori
Title: Managing Member

The Moderator acknowledged First Selectman Simmons to read the fifth 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 pursuant to Sect. 12-65b of the Connecticut General Statutes, the First Selectman is authorized, on behalf of the Town of Stonington to enter into a property tax assessment agreement with LATTIZORI DEVELOPMENT, LLC of Groton, Connecticut fixing the assessment for the development of property on Jerry Browne Road, Mystic, Connecticut known as the "Perkins Farm Campus". Such agreement shall not exceed seven years. A copy of the complete text of the proposed agreement is on file in the Town Clerk's Office during normal business hours.

Being properly seconded, the Moderator opened the floor to discussion. Speaking in favor of the Resolution was Mr. Ted Ladwig, Dr. Eugene Winchester, Mr. Mike Dickinson from Stone Ridge, Ms. Peggy Roberts, President of the Greater Mystic Chamber of Commerce, Former First Selectman William Brown, Mr. David Lattizori, owner of the property, Mr. Dave Hammond, Chairman of the Economic Development Commission, Mr. Chuck Sneddon, owner of a local jewelry store, Attorney Sal Ritacco, also member of the Economic Development Commission, Mr. Chris Regan, owner of the Olde Mistick Village, Probate Judge Nick Kepple & Mr. Kevin Bowdler. Speaking against the Resolution was Mr. Don Maranell. Mr. Bill Sternberg and Mr. Craig Hansen had questions for the Director of Assessment Marsha Standish. Ms. Standish answered their concerns. Ms. Karen Moore also objected to offering an abatement to a developer when earlier this year the town didn't have the money to fix its \$15,000 mower. Hearing no further discussion, the Moderator called for a vote on the Resolution. The Resolution passed overwhelmingly.

The Moderator asked for a motion to waive the reading of the sixth item on the Call. Hearing no objection, the Moderator read the Resolution to waive the reading of the sixth item on the Call.

BE IT HEREBY RESOLVED, That the reading of the Resolution to be presented to this Special Town Meeting under the sixth item of the Call be waived, and the full text of the Resolution, a copy of which has been made available to all those in attendance at this meeting, be incorporated into the text of this meeting.

RESOLUTION

Be it hereby resolved, that all Town ordinances or parts of ordinances that are in conflict with the terms, conditions and provisions of the Agreement between the Town of Stonington and Ledge Light Health District dated April 18, 2017 are hereby repealed.

I, Cynthia Ladwig, Clerk of the Town of Stonington, do hereby certify this to be a true copy of the resolution duly adopted at the Special Town meeting on July 17, 2018, and that it has not been rescinded, amended or altered in any way, and that it remains in full force and effect.

Dated at Stonington, Connecticut this ____ day of July, 2018.

Cynthia Ladwig
Town Clerk

The Moderator acknowledged First Selectman Simmons to read the sixth item on the Call.

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

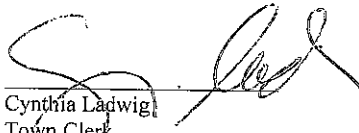
To consider and vote on a Resolution declaring that all Town ordinances or parts of ordinances that are in conflict with the terms, conditions and provisions of the Agreement between the Town of Stonington and Ledge Light Health District dated April 18, 2017 are hereby repealed.

Being properly seconded, the Moderator opened the floor to discussion. Hearing no discussion, the Moderator called for a vote on the Resolution. The Resolution passed unanimously.

Since there was no further business on the Call, the Moderator declared the meeting adjourned at 8:06 p.m.

/s/ Cynthia Ladwig
Clerk of the meeting

Received for record this 18th day of July, 2018.


Cynthia Ladwig
Town Clerk