CALL TO ORDER/PLEDGE OF ALLEGIANCE

Alderman Anglace called the meeting of the Board of Aldermen to order at 7:02 p.m. All those present rose and pledged allegiance to the Flag of the United States of America.

ROLL CALL

Alderman John F. Anglace, President - present
Alderman Stanley Kudej - present
Alderman John “Jack” Finn - present
Alderman Anthony Simonetti - present
Alderman John Papa - present
Alderman Noreen McGorty - present
Alderman Lynne Farrell - present
Alderman Eric McPherson – not present

Also Present:
Tom Welch, Corporation Counsel

• PUBLIC PORTION

Alderman Simonetti commented that it was nice to see Alderman Papa back.
“We missed you and we’re glad you’re back.”

AGENDA ITEMS

Alderman Papa moved to add 10.1.A Proposed Ordinance – Signs on City Property/Poles to the agenda. Alderman Kudej seconded the motion. No discussion. All were in favor. Motion PASSED unanimously.
MINUTES FOR APPROVAL

Alderman Papa moved to waive the reading and approve the following meeting minutes:

1. REGULAR FULL BOARD MEETING – MARCH 12, 2015
2. PUBLIC HEARING ON ORDINANCES – MARCH 24, 2015

Alderman Simonetti seconded the motion. No discussion. All were in favor. Motion PASSED unanimously.

5.1  FINANCE COMMITTEE
5.1.1 ADDITIONAL FUNDING FOR RIVERWALK LIGHTING PROJECT – LOCIP ELIGIBLE

Alderman Kudej moved, per the recommendation of the Finance Committee, to add the purchase of additional lighting for downtown Riverwalk project to the Capital Improvement Plan with funding in the amount of $34,670 to come from LOCIP. Alderman Simonetti seconded the motion. No discussion. All were in favor. Motion PASSED unanimously.

5.1.2 FUNDING FOR RENOVATION OF NIKE SITE/HIDE OUT RESTROOMS – LOCIP ELIGIBLE

Alderman Kudej moved, per the recommendation of the Finance Committee, to add the renovation of the Nike Site/Hide Out restrooms to the Capital Improvement Plan with funding in the amount of $15,000 to come from LOCIP. Alderman Finn seconded the motion. No discussion. All were in favor. Motion PASSED unanimously.

5.2  PUBLIC HEALTH & SAFETY COMMITTEE
5.2.1 NO ITEMS

5.3  STREET COMMITTEE
5.3.1 NO ITEMS

REPORT OF THE MAYOR

REPORT OF THE PRESIDENT

6 – LEGAL REPORT
6.1 CORPORATION COUNSEL BILLING

Alderman Papa moved to authorize a total payment of $3,534.20 to Corporation Counsel, Welch, Teodosio, Stanek & Blake, LLC, for services rendered per statement dated April 2, 2015 with funds to come from the following Legal Services Accounts:
Professional Services - 001-1900-411.30-01 $ 
Legal Fees - 001-1900-411.30-03 $ 756.25
Foreclosure Fees - 001-1900-411.50-01 $ 2,777.95
Miscellaneous Fees - 001-1900-411.80-03 $ 
Court Costs - 001-1900-411.80.84 $ 

Alderman Simonetti seconded the motion. No discussion. All were in favor. Motion PASSED unanimously.

7 – LEGISLATIVE – OLD
7.1 ITEMS FROM PUBLIC HEARING
7.1 A AMENDMENT TO ORDINANCE #848 CONTRACT CHIEF OF POLICE

Alderman Papa moved to adopt the amendments to Ordinance #848 Contract Chief of Police which is included by reference.

Further, move that this ordinance be published in summary form with a full copy available for review in the office of the City Town Clerk.

Public Hearing was held March 24, 2015.

Be it ordained by the Board of Aldermen of the City of Shelton:

The attached proposed contract is adopted and approved by the Board of Aldermen for the position of the Chief of Police.

CHIEF OF POLICE CONTRACT AGREEMENT

This Agreement made this _____ day of March, 2015 by and between the CITY OF SHELTON (hereinafter referred to as “the City”) and Joel W. Hurliman (hereinafter referred to as “Appointee”).

WITNESSETH
WHEREAS, pursuant to Section 6.9.2. of the City Charter and pursuant to ordinance, the Mayor of the City has determined to reappoint the Appointee to the position of Chief of Police of the City; and

WHEREAS, the Board of Aldermen has ratified said appointment by a majority vote on March __________, 2015; and

WHEREAS, the Charter of the City of Shelton provides that the Chief of Police shall be retained pursuant to a contract approved by the Board of Aldermen by Ordinance; and

WHEREAS, the form of this contract has been approved by the Board of Aldermen by ordinance adopted on March ____, 2015;

NOW THEREFORE, the City and the Appointee agree as follows, to wit:

1. The City hereby retains the Appointee and the Appointee hereby agrees to act as Chief of Police of the City of Shelton upon the terms and conditions hereinafter set forth.

2. The City hereby retains the Appointee for the position of Chief of Police for a period of three (3) years from March 1, 2015, provided that this contract may be extended by the Mayor, in the Mayor’s sole discretion, acting on behalf of the City, for two (2) additional one (1) year periods which extension, if made, shall be made not later than sixty (60) days prior to the termination date of this contract.

3. In consideration of the annual salary hereinafter set forth, the Appointee agrees to act as the Chief of Police for the term (or, if extended, the extended term) set forth in paragraph 2 and shall perform such duties as are required by the Charter of the City of Shelton, the Ordinances of the City of Shelton specifically, but not limited to, the Ordinance entitled “Job Description – Chief of Police,” a copy of which is attached hereto and incorporated herein by reference,
and such other duties as may be prescribed by the Mayor during the term of this Agreement. The Appointee agrees to perform faithfully all of his duties as Chief of Police of the City of Shelton and his sole employment shall be as Chief of Police of the City.

4. During the period of employment under this contract, the Appointee shall devote a minimum of forty (40) hours per week to the position but the hours shall be flexible as determined by the Mayor or as may be required to fulfill the duties of this Agreement.

5. In consideration thereof, the City hereby agrees to pay the Appointee as compensation for his services during the first year of this Agreement an annual base salary of One Hundred Six Thousand Three Hundred Twenty Five ($106,325.00) Dollars. Each year the salary may be increased at the sole discretion of the Mayor.

6. This Agreement may be terminated by the Mayor, acting on behalf of the City, for any of the following reasons, to wit:

   (a) at any time upon the mutual consent of the parties, or
   (b) upon the Appointee’s death or disability, or
   (c) upon just cause shown. The term “just cause” as utilized herein shall include, but not limited to, the following:

      (i) Failure to perform the duties pursuant to Ordinance;
      (ii) Misconduct;
      (iii) Insubordination;
      (iv) The conviction of a felony;
      (v) Failure to meet State certification requirements;
(vi) The inability to perform the duties pursuant to this contract due to illness or a physical or mental condition as shown by competent medical evidence, which illness, physical condition or mental condition continues for a period of thirty (30) days.

7.  

(a) The Appointee shall be entitled to five (5) weeks paid vacation per the contract year. The Appointee shall be entitled to such holidays as are set forth in the Merit System or in the Police Contract. The Appointee shall make his choice within ten (10) working days after execution of the Contract. Holidays are set forth on Schedule B.  

(b) Appointee shall be entitled to health insurance and Associated benefits as set forth in Ordinance #566. 

(c) Appointee shall, in addition to the salary, receive a pension contribution to the Municipal Employees Retirement Fund pursuant to Connecticut General statute as applicable.

(d) The Appointee shall be assigned the use of a vehicle as determined by the Mayor to be used for all activities associated with the performance of the Appointee’s duties pursuant to this Agreement.

8. The Chief of Police shall be reimbursed for reasonable out
of-pocket expenses incurred in the performance of his duties pursuant to this Agreement. Vouchers for such expenses shall be processed monthly and submitted to the Administrative Assistant of the City for approval.

9. The Appointee agrees to have a comprehensive medical examination once each year by a physician chosen by the City at the expense of the City. A statement from the examining physician certifying to the ability of the Appointee to perform the duties pursuant to this Agreement shall be provided pursuant to this Agreement. Said statement shall be placed in the Appointee’s personnel file.

10. The Appointee acknowledges, agrees and understands that this is a limited term contract and that there is no guaranteed right to reappointment at the end of the term or at the end of any extension of the original term. By the execution hereof the Appointee agrees that termination of his employment as the result of the expiration of the term or the extended term, does not and shall not constitute a “dismissal” within the meaning of Section 7-278 of the Connecticut General Statutes. The Appointee understands, acknowledges and agrees that under the terms of the Charter of the City of Shelton that the Appointee is not a Merit System employee and has no rights under the Merit System of the City of Shelton and that the rights of the Appointee are limited by the terms of this contract.

In addition thereto, for the consideration set forth herein and in the event that it should be determined that the aforesaid statute, Section 7-278, or any ordinance of the City of Shelton, or any provision of the Charter of the City of Shelton, should provide additional rights to the Appointee, the Appointee hereby knowingly waives any such rights.

11. The Mayor shall evaluate the Chief of Police within ninety (90) days but not less than sixty (60) days prior to the expiration of the each year of the contract.
Either the Mayor or the Chief of Police may initiate more frequent discussions of the Chief’s performance if either deems such discussion appropriate. The annual evaluation shall be in accordance with established guidelines, criteria, goals and objectives determined by the Mayor and communicated to the Chief at the commencement of the contract and at the commencement of each year. The basis of the evaluation shall be reasonably related to the goals and objectives of the City for the year in question. The goals and objectives of this Agreement shall be determined each year by the Mayor in consultation with the Chief.

The evaluations are for the information and guidance of the parties but the evaluation process shall not confer any right on the Appointee to a further extension. Any further extension shall be governed by the other provisions of this Agreement.

12. The provisions of this Agreement supersede all of the provisions of any and all prior written and oral agreements. The parties agree that this Agreement represents the entire agreement between the parties in respect to the employment of the Chief of Police.

13. This Agreement may be amended and/or modified at any time by mutual agreement; provided, however, that any modification and/or amendment must be in writing, must be approved by the Board of Aldermen of the City of Shelton, and must be executed by both parties hereto.

14. If any provisions of this Agreement shall be declared void or unenforceable by any court or administrative body of competent jurisdiction, the balance of the Agreement shall continue in all respects to be valid and enforceable, provided,
however, that if any provision of paragraph 10 is deemed to be invalid, or inapplicable, the contract and the appointment shall be deemed to have been void ab initio.

15. This agreement shall be construed according to the laws of the State of Connecticut.

**IN WITNESS THEREOF**, the parties hereto have set their hands and seals the day and year hereinafter set forth, and to a duplicate of the same tenor and date.

WITNESS:

________________________________________  ______________________________________

________________________________________  JOEL W. HURLIMAN –Appointee

Date: March __, 2015

THE CITY OF SHELTON

BY ______________________

MARK A. LAURETTI, Mayor

Date: March __, 2015

Alderman Simonetti seconded the motion. No discussion. All were in favor. Motion PASSED unanimously.

7.1 B AMENDMENTS TO THE CODE OF ORDINANCE CHAPTER 16 ARTICLE II SECTION 1627.1 COMMERCIAL VEHICLE PARKING

Alderman Papa moved to adopt the amendments to the Code of Ordinance Chapter 16 Article II Section 16-27.1 Commercial Vehicle Parking.

Further, move that this ordinance be published in summary form with a full copy available for review in the office of the City Town Clerk.
Public Hearing was held March 24, 2015.

Chapter 16 Article II

Sec. 16-21 Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Operator shall mean the person operating or in control of a vehicle on a public highway.

Parking shall mean the standing of a vehicle whether occupied or not upon a highway or upon land areas devoted by the parking authority of the city to the standing of vehicles, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers, or loading or unloading merchandise or when stopped for any traffic regulations, traffic signs or signals.

Vehicle shall mean any device used for conveyance, drawing or other transportation of persons or property, whether on wheels or runs or otherwise, when on a public highway, except those which are operated upon rails or tracks.

(Comp. Ords. 1975, 16.1(1))

Cross references: Definitions and rules of construction generally, 1-2.

Sec. 16-27.1 Commercial Vehicle Parking.

a. For purposes of this section, “commercial vehicle” means:

1. Any vehicle requiring a commercial drivers license (“CDL”).
2. Any motor vehicle which exceeds a gross weight rating in excess of six thousand (6000) pounds or has two (2) rear axles or more.
3. A vehicle, with the exception of those used and housed at approved school or house of worship, designed to transport sixteen (16) or more passengers, including the driver.
4. A “semi-trailer” which is any trailer type vehicle designed and used in conjunction with a motor vehicle so that some part of its own weight and load rests on or is carried by another vehicle.
5. A “tractor” or “truck tractor” which is a motor vehicle designed and used for drawing a semitrailer.
6. A “tractor-trailer unit” which is a combination of a tractor and a trailer or a combination of a tractor and a semi-trailer.
7. A "trailer" which is any rubber-tired vehicle without motive power drawn or propelled by a motor vehicle.
8. A "truck" which is a motor vehicle designed, used or maintained primarily for the transportation of property.
9. A “commercial trailer” is any nonmotorized vehicle, whether attached or not attached to a motor vehicle, used in the conduct of a business to transport freight, materials or equipment.
10. A “camp trailer” is any trailer designed and used exclusively for camping or recreational purposes.
11. A “utility trailer” is any trailer designed and used to transport personal property, materials or equipment whether attached or not attached with a gross vehicle weight rating (GVWR) of ten thousand (10,000) pounds or less.
12. A “camper” is any motor vehicle designed or permanently altered in such a way as to provide temporary living quarters for travel, camping or recreational purposes.

b. No commercial vehicle shall be parked on a city street or in a public right-of-way longer than one (1) hour, unless said commercial vehicle is actively engaged in the delivery of the specified commercial service, and the parking of such commercial vehicle is necessary to carry out the delivery of services at a specified address within said zone.

For a first violation of this ordinance, a written warning shall be issued. For subsequent violations of this ordinance, a ninety-nine dollar ($99.00) fine shall be imposed for each violation that the vehicle(s) is so parked. Each hour shall be an additional violation. In addition, said vehicle(s) may be towed and impounded at the driver's and/or owner's expense.

(Ord. No. 830, 1-3, 9-13-07)

Alderman Simonetti seconded the motion. No discussion. All were in favor. Motion PASSED unanimously.

8 – FINANCIAL BUSINESS – OLD
8.1 NO ITEMS

9 – FINANCIAL BUSINESS – NEW
9.1 APRIL STATUTORY REFUNDS

Alderman Papa moved that the report of the Tax Collector relative to the refund of taxes for a total amount of $32,797.96 be approved and that the Finance Director be directed to make payments in accordance with the certified list received from the Tax Collector with funds to come from the Statutory Refunds Account 001-0000-311.13.00. Alderman Simonetti seconded the motion. No discussion. All were in favor. Motion PASSED unanimously.

9.2 ADOPTION OF TAX COLLECTOR’S SUSPENSE LIST
Alderman Papa moved that the tax collector’s suspense list in the amount of $74,126.25 be adopted and transferred from the Grand Lists into Suspense per State Statute Sec. 12-165:

<table>
<thead>
<tr>
<th>Grand List</th>
<th>Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>1997</td>
<td>$1,846.04</td>
</tr>
<tr>
<td>1998</td>
<td>$2,092.66</td>
</tr>
<tr>
<td>2009</td>
<td>$494.41</td>
</tr>
<tr>
<td>2010</td>
<td>$10,731.14</td>
</tr>
<tr>
<td>2011</td>
<td>$28,365.17</td>
</tr>
<tr>
<td>2012</td>
<td>$30,596.83</td>
</tr>
</tbody>
</table>

Total: $74,126.25

Alderman Kudej seconded the motion. No discussion. All were in favor. Motion PASSED unanimously.

9.3 AMENDMENTS TO AGREEMENT BETWEEN CITY OF SHELTON & SILVER PETRUCELLI & ASSOCIATES – SCHOOL SECURITY UPGRADES

Alderman Papa moved to approve the amendments to the agreement by and between the City of Shelton and Silver Petrucelli & Associates relating to change orders for professional services for security upgrades to exterior doors at Mohegan School, Elizabeth Shelton School and Long Hill School at a cost not to exceed $27,900 and professional services related to the creation of an exterior entrance vestibule at Long Hill School at a cost not to exceed $7,900 with total funding in the amount of $35,800 to be provided by bonding pursuant to Section 7.16 of the City Charter. Further, authorize Mayor Mark A. Lauretti to execute any and all documents necessary to effectuate same.

Alderman Kudej seconded the motion. No discussion. All were in favor. Motion PASSED unanimously.

9.4 PENSION FUND FEES

Alderman Papa moved to approve an amount of $7,500 as payment to the United States Treasury on behalf of the Money Purchase Pension Plan with $5,000 for the Voluntary Correction Program compliance fee and the remaining $2,500 for the
Application for a Determination Letter with funding to come from Contingency General Account # 001-9900-900.99-00. Alderman Kudej seconded the motion. No discussion. All were in favor. Motion PASSED unanimously.

9.5 MAYBECK PROPERTY PURCHASE

Alderman Papa moved to appropriate the sum of $100,000 as the second deposit for the Maybeck property purchase with funding to be provided by bonding pursuant to Section 7.16 of the City Charter. Alderman Simonetti seconded the motion. All were in favor. Motion PASSED unanimously.

9.6 FUNDING FOR HANDICAPPED- ACCESSIBLE DOORS AT THE SENIOR CENTER – LOCIP ELIGIBLE

Alderman Papa moved to add the installation of handicapped-accessible doors at the Senior Center to the Capital Improvement Plan with funding in the amount of $29,900 to come from LOCIP. Alderman Finn seconded the motion. No discussion. All were in favor. Motion PASSED unanimously.

10 – LEGISLATIVE – NEW
10.1 ITEMS TO PUBLIC HEARING
10.1 PROPOSED ORDINANCE - SIGNS ON CITY PROPERTY/POLES

Date to be announced for a Public Hearing

WHEREAS, throughout the City of Shelton there has been a proliferation of signs placed on City property without the City’s permission or consent;

WHEREAS, throughout the City of Shelton there has been a proliferation of signs placed on telegraph, telephone, electric light or power poles which is a violation of Connecticut General Statutes 23-65;

WHEREAS, the Board of Aldermen finds that the codification and prohibition of signs on City property without permission or on utility poles will benefit the health, safety and welfare of the residents of the City of Shelton.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SHELTON:

A. Signs on City Property:
1. No person, firm, corporation or company shall place, install, construct or store on City property any sign without written permission of the City of Shelton.

2. The City shall have the right to immediately remove any sign that is placed, installed, constructed or stored on City of Shelton property.

B. Signs on Telephone Poles:

   No person, firm, corporation or company shall affix to a telegraph, telephone, electric light or power pole a playbill, picture, notice, advertisement or other similar thing.

C. Penalty:

   1. A violation of either Subsection A or B by an agent or employee of such person, firm, company or corporation shall be deemed to be the act of such person, firm, company or corporation, and such person or any member of such firm or any officer of such corporation or company, as the case may be, shall be subject to the penalty herein provided, unless such act is shown to have been done without his knowledge or consent.

   2. A violation of this section shall be subject to a fine of $50.00 for the first offense, $100.00 for the second offense and $250.00 for the third and each subsequent offense. Each sign shall be considered a separate offense.

   3. A citation for a violation of this ordinance may be issued by the Shelton Police Department or the Planning and Zoning Administration, Zoning Enforcement Officer or Anti-Blight Officer.

10.2 AMENDMENT TO STEPPING STONES CONCESSION AGREEMENT

Alderman Papa moved to amend the Concession Agreement by and between the City of Shelton and Stepping Stones, Inc. Further, authorize Mayor Mark A. Lauretti to execute any and all documents necessary to effectuate same.

Alderman Finn seconded the motion.

Alderman Anglace: What we’ve done here is extended the lease. It is straight 2% increases per year.

All were in favor. Motion PASSED unanimously.

11 - EXECUTIVE SESSION

11.A. REQUEST TO MOVE TO EXECUTIVE SESSION

President Anglace asked for a motion to move to executive session. Alderman Finn made the motion. Alderman Kudej seconded the motion. No discussion. All were in favor.
11.1 HOFFMAN VS. CITY OF SHELTON

Alderman Anglace moved to approve the permanent partial disability rating as presented in the workers compensation matter of John Hoffman. Alderman Finn seconded the motion. Motion PASSED unanimously.

ADJOURNMENT

A motion was made by Alderman McGorty at 7:22 p.m. to adjourn the meeting. The motion was seconded by Alderman Finn. All were in favor.

Respectfully Submitted,

K. Anglace
Acting Clerk, Board of Alderman

DATE APPROVED: ____________________ BY: ___________________________________

Mark A. Lauretti
Mayor, City of Shelton