



BOARD OF ALDERMEN
SHELTON, CONNECTICUT
PUBLIC HEARING MINUTES
TUESDAY, MARCH 24, 2015

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Alderman Anglace called the Public Hearing 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

Alderman Lynne Farrell

Alderman Eric McPherson

Alderman John "Jack" Finn

Alderman Noreen McGorty

Alderman Stanley Kudej

AGENDA ITEMS

1. AMENDMENT TO ORDINANCE #848 CONTRACT CHIEF OF POLICE

Alderman Anglace shared with the Board and the public some late changes made to the proposed ordinance after sitting with Tom Welch.

- Typo: should be 6.9.2 (no last 2)
- Pg. 2, none attached
- Pg. 4, at the bottom: #7A should be "appointed ... per contract year" not "appointed ... during contract year".
- Pg. 5, Clarification: in #7A at the bottom "the appointee shall ... contract choice". The holidays off must either follow the Meritt System or the police contract. The appointee must choose within 10 days.
- Pg. 6, #11 should be, "The mayor's contract"
- Pg. 7, #12 should be, "the provisions of (not if).

- Pg. 7, #13, “disagreement ...too” was changed in the proposed ordinance to “must hold public hearing”.

Alderman Anglace asked if anyone from the public wished to speak. No one did.

ORDINANCE #848
Contract Chief of Police
Approved by the Board of Aldermen of

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 Finn made a motion to close the Public Meeting on this item.
Alderman McPherson seconded the motion.

There was no discussion. All were in favor.

2. AMENDMENTS TO THE CODE OF ORDINANCE CHAPTER 16 ARTICLE II
SECTION 16-27.1 COMMERCIAL VEHICLE PARKING

- The (ordinance) numbers that are missing have no changes to them.
- Section Sec. 16-27.1, 12,000 gross weight rating was changed to 6,000.
- Pg. 2, 16-21, A Commercial Vehicle Means:
- #4-12, changed to “a semi-trailer which is done in paragraph 5-12.

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 twelve thousand (~~12,000~~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 means 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 means a motor vehicle designed and used for drawing a semitrailer.
6. A “tractor-trailer unit” which means a combination of a tractor and a trailer or a combination of a tractor and a semi-trailer.
7. A “trailer” which means any rubber-tired vehicle without motive power drawn or propelled by a motor vehicle.
8. A “truck” which means a motor vehicle designed, used or maintained primarily for the transportation of property.
9. A “commercial trailer” means 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” means any trailer designed and used exclusively for camping or recreational purposes.

11. A “utility trailer” means 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” means 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 ~~in any residential zone, as defined in the City of Shelton Zoning Regulations~~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.

c. 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 Anglace asked if anyone from the public wished to speak.

Alderman Kudej:

We’re against overnight parking of big trucks. These trucks travel across country. Where do we direct them to park if they can’t park on the street?

Alderman McPherson:

They can park in the Commuter lots or the lot by the Farmer’s Market. Ninety percent of the people wouldn’t know where to park and we’d be fining them the next day.

Alderman Anglace:

When a commercial vehicle parks for more than one hour and they’re actively loading or unloading, working, that’s not parking and that’s not a violation. If not, each hour is an additional violation and it could be towed. That could be costly. This affects mostly the second ward.

Alderman Kudej:

People have been leaving their vehicles for weeks on end.

Alderman McPherson:

A good example is on Howe Avenue, across from the gas station. There’s an 18 wheeler parked on the sidewalk for days.

Alderman Anglace:

This is a good job of strengthening and clarifying the ordinance.

Alderman Kudej:

We have people that just abuse the law to no end. I'm worried about the poor guy that's new to the town or passing through. We have to let them know.

Alderman Anglace:

I don't think that we're the only municipality with parking ordinances. If we encounter an issue we can go back and amend the ordinance.

Judson Crawford
8 Jordan Avenue
Shelton, Ct. 06484

Mr. Crawford addressed the Board.

Terminology came from the City of Shelton zoning regulations. Does that mean no tractor, person driving a tractor CDL license cannot park on Howe Avenue for more than one hour unless it states here he is delivering to a store? I've seen a truck parked for more than one hour and it has not been moved.

Alderman Finn made a motion to close the Public Meeting on this item.
Alderman McPherson seconded the motion.

There was no discussion.
All were in favor.

4. ADJOURNMENT

A motion to adjourn was made by Alderman Finn at 7:22 pm. The motion was seconded by Alderman Farrell. All were in favor.

Respectfully Submitted,

K. Anglace
Acting Clerk, Board of Alderman

DATE APPROVED: _____ BY: _____

Mark A. Lauretti
Mayor, City of Shelton