

**BOARD OF ALDERMEN**  
***PUBLIC HEARING***  
***ORDINANCES***

**TUESDAY, August 23, 2005, 7:00 PM**  
**IN the AUDITORIUM**  
**AT SHELTON CITY HALL**  
**54 HILL STREET, SHELTON, CT**

**AGENDA**

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- ❖ **CALL OF THE MEETING**
- ❖ **PLEDGE OF ALLEGIANCE**
- ❖ **ITEM:**

- 1. Conservation Easement Ordinance**
- 2. Amendment to Ordinance #672 – Application Fees for the Board of Zoning Appeals**
- 3. Amendment to Ordinance #777 – Chief of Police Contract**

**ADJOURNMENT**

# 1. CONSERVATION EASEMENT

## PROPOSED

### PROTECTION OF CONSERVATION EASEMENT ORDINANCE

#### BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SHELTON:

**WHEREAS**, the Board of Aldermen of the City of Shelton desires to protect conservation easements established by either grant to the City of Shelton or as set forth in approved Subdivision Maps:

**NOW, THEREFORE, RESOLVED** by the Board of Aldermen, that the following Regulation be adopted as an Ordinance of the City of Shelton:

1. No person shall undertake any of the following activities within a Conservation Easement that has been granted to the City of Shelton without the express, written consent of the Board of Aldermen after consultation and advice of the City's Conservation Commission:
  - (a) Removal or cutting of trees or other vegetation;
  - (b) Filling of wetlands;
  - (c) Dumping or disposing of solid, liquid, organic or inorganic waste or debris, including bottles, broken glass, cans waste paper, or other rubbish and lawn clippings;
  - (d) Erection or construction of any structure;
  - (e) The parking or storage of any vehicles or vessels (whether or not licensed or registered with the State of Connecticut), or storage of any other personal property not belonging to the City of Shelton;
  - (f) The fencing off or enclosing any portion of the Conservation Easement except as expressly set forth in the appropriate Land Use approval or grant to the City of Shelton;
  - (g) Allowing the encroachment of: private or commercial buildings; accessory structures; or yard area unless expressly set forth in the appropriate Land Use approval or grant to the City of Shelton.

Nothing herein shall prevent the owner of said premises from the removal of "invasives" as said term is defined by the Department of Environmental Protection and subject to the written permission of the City of Shelton's Conservation Officer.

2. Any person or entity in violation of any provision of this Ordinance which refuses to rectify the situation within ten (10) days after notification of such offense shall result in a fine of \$100 for each offense in addition to any other

penalty or enforcement mechanism provided by State or Federal law. Each violation of this Article shall be a separate violation, and each day of each individual violation shall be considered a separate violation. The citation hearing procedures set forth in City Ordinance No. 583 (Code Section 1-11.1) shall be applicable to any violation of this Article.

3. In addition to the foregoing penalty described in Paragraph 2, any person who removes trees and/or vegetation from a conservation easement shall pay the City of Shelton the cost to replace said trees. The cost shall be determined by valuing the cost to replace the identical tree that was removed, i.e. age, height and width.

4. All conservation easements granted to the City shall be in the following form: (see attached) and approved by the Office of the Corporation Counsel. The Grantor shall provide the City with a Certificate of Title indicating that there are no encumbrances on the property.

**2. APPLICATION FEES FOR BOARD OF ZONING APPEALS**

**PROPOSED**

**AMENDMENT TO ORDINANCE # 672**

**APPLICATION FEES FOR BOARD OF ZONING APPEALS**

**BE IT HEREBY ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SHELTON that pursuant to Section 8-1C of the Zoning Statutes, that the schedule of application fees for the Zoning Board of Appeals shall be:**

<b>Residential .....</b>	<b>\$160.00</b>
<b>Commercial .....</b>	<b>\$360.00</b>

**This change to become effective October 1, 2005.**

### **3. CHIEF OF POLICE CONTRACT**

#### **PROPOSED**

#### **Chief of Police Contract**

#### **AGREEMENT**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_ 2005 by and between the **CITY OF SHELTON** (hereinafter referred to as "the City") and \_\_\_\_\_ (hereinafter referred to as "Appointee").

#### **WITNESSETH**

WHEREAS, Appointee has applied to the City of Shelton for appointment to the position of Chief of Police; and

WHEREAS, pursuant to Section 6.9.2.2 of the City Charter and pursuant to ordinance, the Mayor of the City has determined to appoint 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 \_\_\_\_\_, 2005; 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 \_\_\_\_\_, 2005;

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 two (2) year from March 1, 2006, provided that this contract may be extended by the Mayor, in the Mayor's sole discretion, acting on behalf of the City, for an additional period of 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 \_\_\_\_\_ (\$XXXXXXXX) Dollars. And during the second year of this agreement of this period an annual base salary of \_\_\_\_\_ (\$XXXX). If the contract is extended, the salary may be increased at the sole discretion of the Mayor, provided that the increase shall not exceed three (3%) percent of the then annual salary.

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 \_\_\_\_\_ (x) weeks paid vacation during the contract year and if the contract is extended for a full year, the Appointee shall be entitled to an additional \_\_\_\_\_ (x) weeks vacation. If the contract is extended for less than a year, the vacation shall be pro-rated during the extension period. 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" of eight (8%) percent per annum of the salary set forth herein to be deposited into an annuity program of the Appointee's choice.
- (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 first year of the contract and if the contract is extended, not less than sixty (60) days prior to the end of that

term. 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 objections determined by the Mayor and communicated to the Chief at the commencement of the contract and at the commencement of any extension thereof, if any. 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 objections of the first year of this Agreement shall include, but not be limited to, the following:

- a.**
- b.**
- c.**
- d.**
- e

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.

\_\_\_\_\_

Appointee

\_\_\_\_\_

THE CITY OF SHELTON

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

BY \_\_\_\_\_

Date: \_\_\_\_\_