



Atty. Thomas indicated that his client has been going through this for over two years. He has been writing letters to the Planning & Zoning Commission. Two years ago, the BOA and the City Engineer's Office got involved because of the wall that was built, which had to be cut down, because it blocked out the line of sight. His client has been very upset because of the amount of re-grading work that was done.

Atty. Thomas commented that the Commission has heard him on another matter that they really need to address this issue of your permits and what is done in respect to people re-grading. As far as landscaping, he showed the Commission an enlarged map made probably 3 to 4 years before. So actually, they could look at the property before the re-grading began. For 20 or 30 years, his client lived next to a piece of property that was relatively level and fully grassed – no wall up, nothing. A small portion of that property drained in their direction very slightly. He referenced the map and added that this was not an engineering site plan. This was done by a surveyor. He read the comments of the engineer. It is not an engineering site plan; it has no soil erosion sediment control on it. He has some serious concerns about the soil erosion control. There basically is none except for one little area.

Using a map of the property, he showed the highest point on this piece of property and explained that it dropped down to Frank Drive. So they can appreciate this, he showed some photographs that his client has been taking for three years. He pointed to two photos taken in June 2009 and indicated that it was not a minor re-grading for landscape. He stated that they were gigantic piles that were brought up onto the property.

He showed his client's fence and a picture of the property looking out toward the wall, toward Lisa Drive, and pointed out the large size of the piles that were there. This material has been graded onto the property so there is no way that this property owner could return it, and they aren't asking for that, to the original state, because he put all this soil on it.

For the purposes of what they are looking at here, he wanted to point out a couple of things. They did have an engineer take a look briefly at the plan; unfortunately, he was away and only got to sit down with one of the engineers. After the March 2010 rain event, which was a major event, his client contacted him because in 20 or so years, he never had water going across his driveway like it was.

Atty. Thomas stated that he went and took a look at it – the water came around the wall, went down the driveway, but in the back corner there was nothing. Basically, what he saw was that this person had built a wall that amounts to a dam for the water. The water then ran along the dam, however, there was a tracked road. His client thought it was from ATV's. It caused ruts and created a berm along his property from about the end of the wall to the back. This berm directed the water down but the water that made it inside the little berm went around the wall and across his driveway. In prior years before all this, there would be some water because of the elevations that would generally flow and spread across the entire area into grass and trees to be absorbed.

So what has happened is - this action on the person has done two things. Number one, if you go on this plan, assuming it is correct, even now, the high point is somewhere in here at the house and the property should go down this way. He pointed to specific areas on the site map and explained that in looking down Frank Drive, it goes down. He pointed to the different elevations and the location of a wall where he identified an area of it as a retaining wall. He showed a picture from the street, down the driveway, to show how low it is. He compared it to a photo taken earlier to show how the driveway used to come in.

He indicated that this whole area of the property had been built up. He stated that it was leveled, so instead of falling this way – he really has no idea whether it sits level because to him it appears to be pitched a little bit toward that corner. He referenced again the photos of the enormous piles of fill that were spread around that backyard.

He showed photos taken today when he went out there. Going down as low as he could go, he noticed, and based on conversations with the engineer, the soil erosion sediment control was nothing more than a flat baggie stapled to a couple of posts. Up in the front it does appear to be into the soil a bit but then it rises up from the soil. It is totally inadequate and there is nothing on the submitted plan that shows a soil erosion sediment control plan. Two things that happened in the rainstorm of August 22<sup>nd</sup>, right at the end of the fence and before the baggie began, the water came rushing down but there was no berm because there had been grading.

Atty. Thomas indicated that the water then rushed into his client's property and through here, he could see the path, in addition the water came all the way to the backyard, and the area shown as dry in the March photo, was now full of water. August 22<sup>nd</sup> was a rainstorm, not an enormous rain event though. The water went all the way behind the soil erosion sediment control, tracked down and went into their yard.

Atty. Thomas stated that even if you assume that the person at 44 Lisa Drive did not increase the surface water, what he did do is dam half the boundary; thereby, compressing the amount of water pointing, having a point discharge. The same way if you had a wide river and put it through a canyon – it began to rush.

He believes that if someone had truly put it on a map, the pre-existing topos (from before there was anything) you would find that only 1/3 of this property drained this way, the rest of it would drain down toward Frank Drive. Based on his discussions with an engineer and based upon the assumption that the wall will stay up, he thinks that a swale needs to be begun right at the end of the wall with a slight berm along his client's property. The swale, and he knows he's not an engineer, should be something like 12 -14 feet in width and maybe a foot in depth so that it picks up the water that flows back here, picks up any water that flows from this way and takes it toward the back. He commented that, as they can see from the topographical map, the water normally ran toward the property in the rear.

Atty. Thomas indicated that the property in the rear is owned by a family member. All these trees were cut down on their property. That water can then be dissipated however they want. He assumes that property will be graded, top soiled and seeded, but an engineer has to develop it so that it prevents the water from going on to his client's property. He thinks that is probably the simplest and probably least expensive way. There should be an appropriate soil erosion sediment control plan because what is there today, the high point is way over by the trailer and the retaining wall by Frank Drive. When looking at the property as it is today, he thinks that if they have an appropriate swale, and an appropriate soil erosion and sediment control plan, the water will be picked up, put into the back and disseminated into the boundary line as it was before

Chair Parkins asked if they took out the trees between the two properties as well.

Atty. Thomas responded yes, all those trees except one on the very end are gone. They aren't his client's trees though. He showed where there was a line of trees on the site map.

Chair Parkins asked if that was the boundary, the property line.

Atty. Thomas responded yes, he used the wall and the UI pole to determine the boundary on the map. He showed where it slopes down substantially to where the row of trees were cut down, to a maturely grassed area that would absorb it. He is sure that there are things that an engineer could suggest to disseminate the water or pitch the water more so that basically it goes into the backyard and is absorbed into the ground water. But now they have a situation – this used to go rapidly down toward Frank Drive, but now it is really a retaining wall.

Atty. Thomas commented that at prior meetings there had been a discussion that there was no drainage in the wall. He noticed today when he was driving down Frank Drive, that drainage holes were placed at the bottom of the wall and there are two drains now cut into the wall. He noted that there are two drains cut into the four feet of fill used to fill that sloping area that went from 405-406 to 398. There was a pretty good slope down to there but now it is built up.

Comm. McGorty stated that he appreciated Atty. Thomas wanting to redirect the water from his client's property, but the problem he has is that it is being redirected toward another property.

Atty. Thomas responded yes.

Comm. McGorty stated that the proper approach would be to redirect it toward Frank Drive because it will create another problem – for another neighbor.

Atty. Thomas responded that he understands that - it is his parents – he understands that but he's trying to propose something that is the least expensive alternative. But if they make that person take that soil out of there – take it out - and if they do it toward Frank Drive, they are going to have to have something in that wall...

Comm. McGorty commented that he knows what the old topos looked like and what the grade change has been and how significant it has been, but he's not so concerned about doing it on the cheap. He doesn't know who the neighbors are or who's behind there but...

Atty. Thomas responded that it was his parents.

Comm. McGorty indicated that his parents don't need a problem either but he thinks that there is probably a better way to do it than dump it back at the parent's house.

Atty. Thomas responded that certainly not on behalf of his clients is he going to object something like that. The issue with his client is that for 20 some odd years, through big and little rainstorms, he never had ponding like this and he never had water coming across his driveway. The two things that were done by the filling with these enormous piles of dirt and the building of the wall were possibly to redirect or expand the watershed going to his client. That watershed had 213 feet of well landscaped, well-grassed, tree'd property to flow across and absorb into the ground. A dam is basically built almost half way across now funneling the water and compacting it into this area. If nothing is done, the rear flooding is the problem.

His proposal is to protect his client, because that is what he is here for. Number #1 is to have a soil erosion sediment control plan. Also, Number #2, their position is that there is a possible suggestion to have an engineer look at this to protect his client. If the Commission's concern is to recreate as best as possible

and take all he has done and put it against the retaining wall and take that out – then they will have to deal with the issues of putting drainage into that wall. Because if water is dumped against that wall, it is all going to run down the wall, pile up against this wall, run out and still go to the same place.

Atty. Thomas stated that his proposal protects his client and he's sure an engineer could develop it so that it dissipates across mature lawn and is absorbed into the soil. He is concerned about protecting his client. He knows that they can't return it to the way it was for 24 years. He isn't going to be ridiculous and say get rid of the wall. He thinks that an engineer has to do it, there has to be a bond and there has to be appropriate soil and sediment erosion control.

Comm. Harger asked if there were sewers up around that area.

Atty. Thomas responded no, his client has a septic in the backyard.

Comm. Harger asked if he was getting stuff off the gutters and leaders as well as the surface water.

Atty. Thomas responded that gutters and leaders could be connected up to dry wells as far as he knows.

Comm. McGorty added that there are sewers on the road.

Atty. Thomas responded that he thought she meant sanitary sewer. Yes, he's sure that they have drainage in the road. He's sure that is what the City Engineer was concerned about – redirecting more water toward the road.

Comm. Harger stated that there was a drainage system put up where Frank went into storm sewage and a lot of those had water from the roofs (inaudible)...

Atty. Thomas responded that they could certainly have curtain drains; again, an engineer would have to analyze that – that would be some major stuff. The amount of soil that was dumped on this was a substantial amount. What he's just trying to do is make sure that his client is protected as much as possible. If this Commission wants to take it to a different level, he has no problem with it, as long as his client is protected.

Chair Parkins commented that she is concerned that the water used to go out to Frank Drive or whatever is on the other side of that wall and now it is going to be going onto another property, if they put a swale in as recommended. She would find it hard for this Commission to approve something that is going to dump water onto somebody else's property just to alleviate this property.

Atty. Thomas responded that his point was that an engineer may be able to develop more along in here. This was a survey and he indicated on the map that the solid lines were proposed elevations – 406, 405 - which are trying to direct the water away. According to the engineer, those lines have to meet up and the proposed topo has to blend into an existing topo – it can't just go off into thin air. Neither one of them blends into the topo line at 406 - it just ends at his client's boundary.

Atty. Thomas indicated that an engineer would have to possibly design a swale to bend around the water – he is concerned about his client. He reiterated that in the pre-existing condition everything ran downhill. There is a substantial drop off - he carried the lines out to 397 -so between 404 (inaudible).

Atty. Thomas indicated that his client realizes that back in the corner where he abuts this property, there is a small watershed where water will flow onto his property, but it is stabilized.

Chair Parkins indicated that they would turn the attention to the Applicant, and ask him if he'd be willing to install such a swale to direct the water.

**John Lichvar, 44 Lisa Drive, Shelton addressed the Commission.** Mr. Lichvar indicated that about 1 ½ to 2 years ago he was contacted by the Zoning Enforcement Officer, Tom Dingle, and he explained that the complainant at 40 Lisa Drive had an issue with water coming onto his property. They discussed the concerns about piles of topsoil that were in front of his house. He said that he had no dirt or topsoil brought into his property. Everything that was there was scraped from where the stone wall was and scraping from the original property which was somewhat of a wavy nature and he was trying to improve the lawn itself.

Mr. Lichvar stated they had talked about the property next door, and that is his parents have lived there for about 32 or 33 years. In that time, he has also maintained the property of an elderly woman who is a family friend who lived at 44 Lisa Drive. So he has cut the lawn and maintained the landscaping there for 25 years or so. There was never a water issue and there was never standing water anywhere in the yard whatsoever.

Mr. Lichvar indicated that he can appreciate Atty. Thomas's assertions. Although, he hasn't been there in the last 30 years; he can assure you that aside from a small portion of water that drains onto Frank Drive, the majority, about 90% of the water from the backyard of 44 Lisa Drive drains onto the backyard property which is his parents at 22 Frank Drive. They receive all the water in any kind of a rainstorm. The grade has not changed one iota by the complainant's property. He can prove that because two years ago he had a canine fence installed around the perimeter of the property. The canine fence is an electronic fence with a wire that is dug into the ground 3 – 5 inches under the surface of the existing soil. In the process of him scraping the topsoil and reseeding his lawn, he was able to expose that cable which was initially installed. It is plain to see that he went 3 to 5 inches below where the original grade was and that was done by professionals at Canine Fence Company which is a national company. The Commission can ask Canine Fence Company if they installed it 3 to 5 inches below the grade. When he scraped the soil, he exposed that wire which is evident and right next to the property.

Mr. Lichvar commented that in 25 years, the complainant never noticed the topography or never paid attention because no work was being done, but now it has been brought to his attention that there is water flow onto his property. But his house and property is considerably lower than that property. When Thomas Dingle initially called him and told him of the complainant's complaints he was quite concerned; as a responsible neighbor and property owner he doesn't want to cause any trouble. He observes the golden rule and wouldn't want anyone doing anything to him that would harm or cause any concern to his property. Thomas Dingle took no action whatsoever. He simply stated to him that he needed to have a silt fence put up around the fill piles or to seed them. He has conceded to seed the piles of grass. If anyone has been there in the last couple of years, the piles have continued to be seeded with grass to keep them from eroding onto anyone's property. Thomas Dingle noted to him that it was apparent to him, and he's a professional, and the engineer he hired also said, that there was absolutely no run-off going onto the property of the complainant. It was all going downhill to 22 Frank Drive, his parent's property. Anytime there is a significant rainstorm, they have a significant amount of water on their property. He believes that they understood this when they purchased the

property and they never complained. It is just an issue that you have to deal with because of the topography of the property.

Mr. Lichvar stated that when Thomas Dingle contacted him the first time, he told him that there was no enforcement to be done because there was no water. He experimented himself and let a hose run right next to their property lines and the water runs right to 22 Frank Drive and nothing goes to 40 Lisa Drive whatsoever.

Thomas Dingle contacted him again 6-8 months later, which he thinks was early this spring, referencing the complainant's concern about water on his property. Again, Mr. Dingle told him that it was not an issue and there was no way that any water could come onto his property. He wanted him to continue along and seed as soon as possible just to alleviate any concerns that the complainant has about potential water issues that don't exist.

The engineer that he hired looked at his property and said it was impossible. Aside from the 20-30 feet from his house to his yard, he has a downward slope coming from his property line toward his home. So, obviously a significant storm would bring water toward his house but that is run-off from his own property and not his whatsoever. Again, he didn't bring any soil, aside from the work that he was doing on the stone walls and he never had an intention of putting that soil back onto the actual lawn. Dirt was piled up against the stone wall to make an elevated shrubbery and flower bed along the whole length of the stone wall. Nothing was going to be elevated. There was no reason for it being elevated and if anyone was to come in and look, they could see that it is natural from how the house stands, where the foundations are – you can tell that nothing was elevated aside from that small amount on Frank Drive which is approximately 10% – 12% of the backyard property. All the flow went to the backyard and not toward Frank Drive. There was a large hill and a large tree that can be shown on City maps and the southwest corner of his property of which was even higher than what the stone wall is now. Between the driveway and the large tree is where any of the water could have drained over to Frank Drive.

Mr. Lichvar indicated that being a good neighbor, he appreciates his concern and he really doesn't want an ongoing problem with the gentleman. He understands his unfounded animosity toward him, but to prevent any sleepless night on his part, he told Rick Schultz that he would be willing to extend his stone wall the length of the properties to divide them. That would eliminate any concern on his part regarding any water from his property going onto their property.

Chair Parkins commented that - not if it's going underneath the wall it's not.

Mr. Lichvar responded that there's a foundation on the wall and anyone could come there and see that there is no drainage. That is one of the reasons that he didn't put holes in the wall because he didn't want to drain it onto his property. All the water drains away from the stone wall, that is where it was to be landscaped, into a drywall or into pipes leading away from his house. That is where the gutters are concerned.

Chair Parkins responded that she can appreciate his comments but, unfortunately, they cannot confirm or deny the conversations that he had with Mr. Dingle. The fact remains is that he has had piles of dirt out there for years so as far as being a good neighbor – that is something that your neighbor's have had to look at for a long time. When she went out there, it appeared to her that there had been massive grading going up to that stone wall and that stone wall was becoming a retaining wall. So if he has changed the course, if he has changed the grading and the water used to go down and now it is going down in a different direction – naturally, there is going to be water that is going down

onto your neighbor's property. So whether he brought in extra fill or didn't bring in extra fill is not the...

Mr. Lichvar responded that the grade she is speaking of is completely on the other side of the property.

Chair Parkins commented that if the property used to go like this – and now it goes like this –

Mr. Lichvar responded that it hasn't changed whatsoever; his home to the backyard is a mild slope going to the back of the property.

Chair Parkins indicated that she can't confirm because there were no contours that were issued on that. Your old driveway was well below the wall so she doesn't see how that grade didn't change – but that being said, the fact remains that there has been a lot of grading work done out there.

Comm. McGorty asked if they had any topo maps to compare the old versus the current state.

Chair Parkins asked if he'd be willing to finish this work and assure that there is no more water.

Mr. Lichvar responded that as he just mentioned, he is going to extend that stone wall and that would obviously prevent any water from going onto his property. And aside from that, any kind of berm could be eroded over time and they could be facing this problem again in the future. He spoke to the City Engineer and he said that it was nothing that the City was involved in; it was simply a civil matter and there was no enforcement that needed to be taken by the City Engineer's Office.

Mr. Schultz indicated that he wanted to make a statement. He stated that the Commission is at a crossroads with the property owner. If the Commission does not feel comfortable lifting the Stop Work Order tonight, he is going to recommend that they take legal action and look for a judge. If the Commission feels that all parties can work together to satisfy it, they are going to want a bond. He is suggesting that they start at least \$1,000. The Commission may want more.

Mr. Schultz directed his comments to Mr. Lichvar and stated - If he is not willing to post a bond, then they want to know now because every time he has talked to him, he didn't want incur any of these expenses for the plans. So they want him to be forthright and say that he'll finish the job by October 15<sup>th</sup> – weather permitting. He has to put in the appropriate swales to direct the water and it has to go to his parent's property.

Thirdly, he asked Mr. Lichvar if he would be willing to post a bond in the amount imposed by the Planning & Zoning Commission. The stone wall on Frank Drive has turned into a retaining wall. The City of Shelton can always take legal action against him if that turns into a problem. The City Engineer's report is very vague, but that is by design, because he knows that there is a potential civil matter here; they also know that you want to finish your grade. He told Mr. Lichvar that he didn't have severe topography on his property but he disturbed a large area and a large area equates to potential problems. So those are the three issues that he has to say "yes" or "no" to the Commission – that he is going to maintain sediment erosion control; grade it accordingly and add the proper swales to direct the water away; and he'll post a bond in the amount determined by the Commission.

Mr. Lichvar responded that he had no problem with that whatsoever. He is just saying that just to avoid any litigation in the future, he is going to extend that stone wall to prevent any potential water, existing or not existing, from disturbing the property owner because he doesn't want to face any future trouble.

Mr. Schultz added as a side note, that they are doing the Sign Regulations tonight. The next major provision is the Earth Removal. It is so vague, the landscaping provisioning – his Staff authorized this work not knowing the ramifications until he got involved and brought it to the Commission's attention – and, obviously, it is significant.

Chair Parkins indicated that sediment and erosion control should be there now. They should not have to be having to ask for that now – you are a landscaper, you should know that should be there.

Mr. Lichvar responded that there is a silt fence there and that is exactly what he told me to put – either a silt fence or hay, and he decided to put the silt fence.

Mr. Schultz asked if it was maintained, because he was not up there today.

Mr. Lichvar responded absolutely. Well, they are disputing that...

Comm. McGorty commented that from the photos, it looks like it is airborne in spots where it should be to the ground.

Mr. Schultz addressed Mr. Lichvar and stated, John, you have to convince the Commission now or they are going to go to court because Staff can't continue and the Commission doesn't want to continue.

Mr. Lichvar responded that he wasn't exactly sure what they wanted him to do aside from saying that he would be willing to put a permanent structure there. The swale is not a big deal whatsoever but something a little more permanent would probably be in order to allay his concerns.

Chair Parkins responded that he should start with the swale because it is the easiest and most quick remedy. She told Mr. Lichvar to start with the swale, to direct the water off of his property. If he wants to continue the stone wall to make it permanent, that's fine, she doesn't think that there would be any further action by them.

Mr. Lichvar commented that he has always wanted to comply with the Commission but...

Chair Parkins indicated that it may take him a year to get the stone wall so they need this to be remedied.

Comm. Sedlock asked what the time duration was from the swale versus the construction of the stone wall.

Mr. Lichvar responded that he'd need to call before they dig, they may give him permission this Saturday to excavating for the foundation for the stone wall, and it is probably a two week job. It is probably about 40 feet.

Comm. Sedlock responded fine, two week job, then the berm will be put in this week, and he can start excavating ...

Mr. Lichvar commented that the swale can be put in instantly – a swale is pretty much a trench in the ground with gravel in it.

Atty. Thomas indicated that he wanted them to understand something – he never said that Mr. Lichvar changed the grade on his client's property because he did not do that. When he was out there in March, the interesting thing is that there was a berm, whether it was an unintentional berm - because there were obvious tracks like a vehicle went up and down and it piled it up right along the edge of the property. What happened there was that there was not a berm up by the wall so the water hit the wall, came around the wall and went across his client's property. As long as he complies with whatever fence and wall regulations that the Commission has, they can't stop what he does on his own property. The two most immediate concerns are soil erosion and sediment control and something to prevent the water.

Chair Parkins stated that they trust that Mr. Lichvar can get the soil erosion in tomorrow and get that check to them tomorrow before the 6 inches of rain that is being predicted.

Comm. Sedlock added that he'll have to get it in by midnight tonight because it is supposed to start raining at 12:00a.m.

Mr. Lichvar reiterated that he does have a silt fence, if they are complaining that it is a little bit old, the stakes just need to be put into the ground another inch or two and then possibly a few rocks to be placed on the actual fiber part of the fence to keep it anything from getting underneath it.

Comm. Sedlock asked Mr. Lichvar if he had stated that he was a landscaper.

Mr. Lichvar responded yes.

Comm. Sedlock commented then he should know how to install it properly and he should just do it. Put the berm in there so that, maybe the Commission would feel a little bit differently about what is going on here.

Mr. Lichvar responded that it was never brought to his attention in the past, ever.

Chair Parkins asked him if he thought he could get this completed by October 15<sup>th</sup> – the grading, this job done by October 15<sup>th</sup> – that is a little more than two weeks away.

Mr. Lichvar responded that it really depends upon the rain. The rain is an issue when you are seeding. He doesn't want to do a job seeding and then the seed doesn't come up.

Mr. Schultz commented that it's fair because they meet on the 12<sup>th</sup> and if there are weather delays, the Commission will know because he'll report on it the 12<sup>th</sup>.

Chair Parkins informed Mr. Lichvar that they are asking him to try to get this completed by the 15<sup>th</sup>. They meet again on the 12<sup>th</sup>. If there have been torrential rains, they will give him an extension on that. Also the performance bond, she asked the Commissioners if they would like him to come forward with \$1,000.

Mr. Schultz indicated that Staff recommended at least \$1,000.

Comm. Harger stated that she'd like to see more.

Comm. Pogoda commented that Rick would know better.

The Commissioners discussed the amount of the bond and agreed upon \$2,500.

Mr. Schultz asked Mr. Lichvar if he would be able to submit \$2,500 cash bond.

Mr. Lichvar responded that he'd like to receive something in writing.

Mr. Schultz stated that he has all the forms.

Mr. Lichvar commented that he'd like it in writing – stating all the requirements that they are asking of him. He'd like something on paper that he can rely on – something concrete.

Mr. Schultz responded yes and indicated that he prepared a draft motion. He read the draft motion to lift the Stop Work Order and authorize the completion of the filling and grading work at 44 Lisa Drive in accordance with the grading plans prepared by Fuller Engineering & Land Surveying dated 8/27/10 and by incorporating the swale along the property of 40 Lisa Drive subject to the following: maintain sediment erosion control and posting at \$2,500 Performance Bond (cash).

**End of Tape 1A 7:48 p.m.**

Mr. Lichvar asked who it was payable to.

Mr. Schultz responded payable to the City of Shelton. He can coordinate with him.

Comm. Pogoda asked if he wanted to put anything in there about the wall.

Comm. Spinelli commented that he didn't think that they had any jurisdiction over the wall.

Mr. Schultz responded that the wall is an as of right thing.

Chair Parkins asked for a motion on this.

**On a motion made by Joe Sedlock seconded by Virginia Harger, it was unanimously voted to lift the Stop Work Order and authorize the completion of the filling and grading work at 44 Lisa Drive in accordance with the grading plans prepared by Fuller Engineering & Land Surveying dated 8/27/10 and by incorporating the swale along the property of 40 Lisa Drive subject to the following: maintain sediment erosion control and posting at \$2,500 Performance Bond (cash).**

Mr. Lichvar commented that it wasn't a problem, before the week is up. He asked if there was any paperwork to show that the Stop Work Order has been lifted.

Mr. Schultz responded that he would send it certified mail.

Mr. Lichvar asked if he had any problem with him starting the work.

Mr. Schultz responded that he could as soon as he posted the bond. He told Mr. Lichvar to come to the P&Z Office tomorrow if the weather permitted. He'd like him to concentrate on the sediment erosion.

Mr. Lichvar responded that he can make sure that the silt fence is properly installed today. It is dark but with a flashlight, it will work. He understands that they are looking at a considerable amount of rain. The swale is really just an hour or two.

Chair Parkins told Mr. Lichvar to see Rick in the morning with the \$2500 and he'll get the paperwork for him.

Mr. Lichvar thanked the Commission.

**B. 838 BRIDGEPORT AVENUE (SIERRA SUITES HOTEL):  
REQUEST FOR RELEASE OF SITE BOND.**

Mr. Schultz indicated that this would have to be tabled because the Sierra Suites has not done the work yet. They have to replace some dead evergreens but they got delayed.

**On a motion made by Virginia Harger seconded by Thomas McGorty, it was voted (5-0) to table the request for release of site bond at 838 Bridgeport Avenue (Sierra Suites Hotel). Comm. Spinelli abstained from voting.**

**PUBLIC HEARING**

**PROPOSAL OF THE SHELTON PLANNING & ZONING COMMISSION TO AMEND SECTION 44: SIGNS BY RE-WRITING THE ENTIRE SIGN REGULATIONS**

Chair Parkins asked the P&Z Commission Secretary, Virginia Harger, to read the call of the hearing.

Comm. Harger read the Call of the Hearing and the correspondence.

**\*See attached letter to Richard Schultz dated July 28, 2010 from the Valley Council of Governments Regional Planning Commission, David Alder, Senior Regional Planner**

**\*See attached letter to Richard Schultz dated August 13, 2010 from the South Central Connecticut Regional Planning Commission, Brian Cummings, Vice Chair**

**\*See attached e-mail correspondence from Vice President/General Manager Tony Lafo, American Signs of New Haven, CT dated August 17, 2010 to Richard Schultz**

**\*See attached letter to Chairperson Ruth Parkins dated August 27, 2010 from the Greater Bridgeport Regional Planning Agency, Acting Executive Director, Brian Rizzoli?**

Chair Parkins asked anyone wishing to address the Commission to sign in on the sign in sheet and the names will be called in order. She indicated that she wanted to take a moment to recognize the Zoning Subcommittee chaired by Tony Pogoda and for the many hours that they put into rewriting these sign regulations over the past couple of years. They have had many work sessions, with Staff as well. This has always been a high priority of the Commission. It is set forth in the 2008 Plan of Conservation and Development. The sole purpose for these regulations is to establish comprehensive sign standards that will properly regulate signs while maintaining a healthy and attractive business environment. He asked Staff to guide them through some of the major points and then they will open it up to comments from the audience.

Mr. Schultz indicated that he would first like to list the Commission's exhibits:

the 2006 Plan of Conservation and Development and the draft Sign Regulations dated 6/5/09 and revised 4/9/10. He stated that he would be referring to the draft Regulations and he'll go through all 15 pages and highlight relevant issues. When he is finished they can go to the podium to relay any comments, questions or concerns to the Commission.

Mr. Schultz read the 44.1 Purpose section of the sign regulations:

*"It is the purpose of these sign regulations to permit signs that do not confuse or obstruct the visibility necessary for traffic safety or otherwise endanger public health and safety, create an attractive business climate and to enhance the physical appearance of commercial areas and to preserve and enhance the overall aesthetics of the community."*

Mr. Schultz referenced Section 44.2.1 Sign the last sentence *"Indoor signs placed in windows and intended to be viewed from outside the building should also be considered "signs" for the purpose of the Regulations."*

He clarified that the City has a lot more retail establishments, in particular, liquor establishments, and they are dealing with the coverage of the window space and that is something that is in the Regulation as well.

Mr. Schultz referenced Page 3, Section 44.3.1 Permits, the last sentence *"A change to a new name shall not be deemed to be a change but will require administrative approval of a permit. Normal maintenance shall not be deemed to be a change."*

He clarified that if there is a change of ownership and they are just changing the façade of the sign, then they can come in and Staff will authorize that.

Mr. Schultz referenced Page 4, Section 44.3.5 Non-Conforming Signs. He added that, obviously, if these regulations are adopted then they will create non-conforming signs. He read the 2<sup>nd</sup> sentence *"No non-conforming sign shall be altered or changed unless such sign is made conform to these regulations."*

Mr. Schultz indicated that Staff and the Commission will use its common sense and discretion to work with the property owner but the intent is to replace non-conforming signs. In particular, the box signs, he and Chair Parkins recently went to a quorum with the owners of Shelton Square and they were kind enough to work with all the tenants. One of the tenants had an old box sign that they were able to remove and replace with channel letters.

Mr. Schultz referenced Page 5, Section 44.4.2 of Sign Prohibitions, *"Except those permitted subject to the provisions of Paragraph 44.9, any portable signs not attached either to a building or the ground (such as sandwich signs) and located within such public street right of way shall be removed within ten (10) days after written notification from the ZEO."*

He stated that this was a new provision that they'd be allowing these portable signs that tell the public about special events. He added that temporary signs are prohibited – always will be, always have been – especially, in the state right-of-way and in city right-of-way. They will get into the portable, the last provision in the regs, they still have to be on private property. They are allowing it, but it has to be on private property.

If the street is a State or Federal Highway then the State DOT would be notified and they remove the signs to the Orange Maintenance Garage on Route 34. If it is in a City right-of-way, it goes to Highways & Bridges. Individuals are made aware because they are usually given a notice. At the quorum, Staff was advised that they should add a provision. They now have characters, live

characters, people dressing up in costumes and/or wearing signage, and they've asked that to be included. So that is something that he'll advise to the Commission.

He referenced Page 8, Paragraph (e) "*In Commercial or Industrial Districts, temporary window signage is permitted as set forth below.*" In Paragraph 1 "*Paper and/or other temporary signs that are affixed to a window or door announcing sales or special features shall not occupy more than 50% of the area of said window and/or door provided that the total area of such temporary and permanent window signs does not exceed 65% of said window area.*"

Mr. Schultz explained that is something that the Commission is trying to tell the business owners that is their objective. If you have doors as well, no more than 65% of the total window area can be covered. They believe that is a fair and reasonable regulation. They will probably hear from people if the meeting continues.

He referenced Paragraph (f) "*On a lot where the premises are for sale or for rent, one temporary real estate sign not exceeding two square feet per side for a residential property or nine square feet in area per side for a non-residential property.*"

Mr. Schultz indicated that he has heard that should be increased to at least 3 square feet per side. They have been advised that real estate signs are generally 3 x 3. So that is something that he'd like to bring to the Commission's attention. It goes on to state 9 square feet for non-residential, that is for commercial and industrial properties. Mr. Schultz told the audience to feel free to comment on this issue tonight.

He referenced Paragraph (h) Seasonal signs for Farms and Forestry. He recommends two signs not exceeding 12 square feet. Mr. Schultz indicated that he had not contacted the farmers yet. He emphasizes that in the event that it does become an issue. Also, the ground signs are being relaxed as to the placement. Currently, it is 10 feet from the property line or the street line. They are relaxing that to 5 feet.

Also at the quorum, they were asked to include government sanctioned signs for projects that should be exempt as well as federal government and State of Connecticut signs. He provided the example of the federal signs that indicate that federal funds are being provided such as the DEP, EPA, State of Connecticut, by the Governor, etc.

On Page 10 Free Standing Signs under 44.6.1 this is where you can extend to within 5 feet of the street line. There are some very wide right-of-ways especially on 714 Bridgeport Avenue. The Commission has been asked to relax that. He's sure that it will be commented on tonight.

Mr. Schultz referenced 44.6.1 Paragraph (a) "*The sign shall be supported by a free-standing, self-supporting structure that is erected on the ground and is not attached to a building. If elevated, said structure shall have two or more supporting uprights which are visually proportional to the sign they support.*"

Mr. Schultz stated that they are trying to get away from pole signs – a singular upright structure. The Commission believes that is in keeping with the theme for the entire community architecturally, and aesthetically it is more pleasing.

He referenced 44.6.1 Paragraph (b) "*The free-standing sign shall identify the Center and/or the names of the businesses occupying the lot and shall include*

*the street address number at least four inches in size.*" He indicated that was for 911 purposes.

He referenced 44.6.1 Paragraph (c) *"No free-standing elevated sign shall exceed a height of fifteen (15) feet as measure from the average ground elevation within 20 feet of the sign structure to the top of the sign."*

Right now it is 20 feet so it is a reduction in height from 20 to 15 feet. It was suggested that there be flexibility in the architectural element of that sign – the sign itself be held at 15 feet and (inaudible).

He referenced 44.6.1 Paragraph (d) *"Each free-standing sign shall not exceed a sign area of 40 square feet for a face and 80 square feet for the total..."*

Mr. Schultz indicated that is consistent with where they are right now. They have several older automobile dealerships that were granted variances back in the 70's and the 80's. Back then taller and bigger was better. He thinks that they've learned that is not necessary and aesthetics are more important.

He referenced 44.6.1 Paragraph (e) *"All signs shall be at least five feet from any street line and ten feet from any property line other than a street line. No sign shall be located within fifty feet of the boundary of a Residence District."*

Mr. Schultz referenced 44.6.2 Wall Signs *"Wall signs shall include all permanent window signs, which window signs shall not occupy more than 25% of the glass area of any window. The total surface area of all signs attached to or mounted on a building and designed to be viewed from the same side of the building plus permanent window signs shall not have an aggregate area greater than 10% of the area of such wall(s)."*

He indicated that is consistent with what they have right now.

He referenced 44.6.2 Paragraph (a) *Each sign must be attached to a wall or façade of a building.*" Mr. Schultz clarified that they don't allow roof-mounted signs.

He referenced 44.6.2 Paragraph (c) *"No such awning, canopy or sign projection shall occur within eight feet vertical clearance of the ground."* He indicated that was so that you don't hit it.

Mr. Schultz referenced 44.6.2 Paragraph (d) *"A single tenant building may have up to two wall signs provided they are not the same wall."* He clarified that if they have two sides of a building that is being leased, they can attach one sign for each wall.

He referenced 44.6.2 Paragraph (e) *"A single tenant may have up to two wall signs provided they are not the same wall."* He indicated that they are spelling everything out because right now at the Commission meetings they are spending way too much time talking about signs. The purpose of having 15 pages in the Regulations is to be complete, comprehensive and to explain to the residents, the public and the business owners what is expected and what is expected to be submitted as part of your application.

Mr. Schultz indicated that they are spelling out what can be covered on the wall and on the inside of the window - that is something new – this is on the second floor. He referenced 44.6.2 Paragraph (f) *"In addition to allowable wall signs, each unit occupancy above the first floor may display a sign on the inside of one window serving said unit of occupancy, provided that no such sign shall exceed an area of six square feet or 25% of the area of said window, whichever is less."*

Mr. Schultz stated that on Page 13, Section 44.6.3 Projecting or Hanging Signs, they are starting to see a lot more of them in downtown Shelton. That is something that the Commission likes to see and it has worked out well.

He explained that 44.6.4 Blade Signs are the type of sign used by Danny O's and he showed an example.

*"The maximum vertical dimension of such sign shall not exceed 8 feet and the maximum sign area of each face shall not exceed 16 square feet."* He explained that they really tailored this for Danny O's.

He referenced page 14, 44.7.1 Overall Signage Design Plan and explained that this is something unique and as they know, Shelton has Planned Development Districts. They want the applicant, at the time that the Detailed Development Plans are submitted to have a complete sign plan. It is better for the applicant, it is better for the Commission, and it is better for the individual tenants that come in.

Mr. Schultz recalled the first major shopping center in Shelton in 1980, Shelton Square, every single tenant had to come in and he'll never forget the Chairman and the Vice Chairman pulling their hair out. It took an hour for each tenant because they had to come up with colors, font size types of signage back then they had box signs and now they are seeing more channel letters. Fortunately, most occupants are now going with the channel letters.

Mr. Schultz referenced 44.7.2 Free standing Signs in PDDs and USCs *"identification of the premises and not more than six (6) tenants located therein and are of consistent and uniform design."* He commented that is a bone of contention, they will hear about that tonight. Split Rock has ten – that grew from four. The whole premise is that the Commission believes that the major tenants should be shown on the major signs that are facing the street and the medium-sized tenants - not the smaller tenants, but they heard from them at the quorum loud and clear that they want the exposure.

There is a good example across from Sikorsky on River Road, a directory sign with 25 tenants on it – it just doesn't work – there needs to be a middle road on that, and hopefully, they can find that.

The last page, page 15 directional signs these are additional signs that are permitted with multiple tenants, like in a shopping center and they are allowing an area of 16 square feet and up to 12 feet in height. They have shopping centers where there are 6 tenants to the left of the main drive and six tenants to the right, so they can have a directional sign to the left with arrows and a directional sign to the right.

Mr. Schultz indicated that he would read Section 44.9 Special Events verbatim because it is something that is near and dear to every business owner in Shelton. The subcommittee spent a lot of time on this, going back and forth, not allowing it, then permitting it and eventually allowing it.

*"Notwithstanding other provisions of this Section to the contrary, the Commission or its authorized agent may approve a sign permit authorizing temporary signs, announcing special events such as but not limited to sidewalk sales, holiday sales events, clearance sales, going-out-of-business sales, etc. Such temporary signs may include free-standing portable signs and other special advertising devices including plaques, banners, pennants, streamers and balloons, but specifically excluding inflatable figures."*

Mr. Schultz added that this Commission will include living people in costumes.

*“ Said temporary signs announcing special events shall be limited to a total of not more than 60 days in any calendar year and not more than 30 consecutive days during any one event. Notwithstanding the above, the Commission may also permit such special advertising devices for new businesses provided they are in place for one period of not more than thirty (30) days in duration.”*

Mr. Schultz emphasized clearly that it can't go in the State right-of-way and it can't go in the City right-of-way. State right-of-way is prohibited by law, as well as the City right-of-way. It is a public safety issue. As much as business owners want it out there and have the exposure, it is a liability. As a side note, the BOA is considering a separate sign ordinance that will deal with signage in the right-of-way in public places like Huntington Green, etc.

There is a lot of text, 15 pages, and the Commission and Staff wants to hear from the business community.

Chair Parkins asked if there were any comments from the other Commissioners.

Comm. Harger asked about the signs for public events like Concert on the Green.

Mr. Schultz indicated that they want to add a provision for that under Special Events. As everyone knows, in Huntington Center, the Green has been used for community wide events. That has worked well. Sometimes it has grown to non-profit organizations and that is not the intent. The intent for the Huntington Green, at least in the eyes of this Commission, because Parks & Rec regulates it, is for community-wide events. He provided other examples such as Riverwalk and special events at the High School.

Comm. Harger asked about Meadow Street (inaudible)

Mr. Schultz commented that the intersection going to the High School and the Intermediate School, and Exit 13 – that's a State highway, they can't sanction that. Staff will always use its discretion. If it is for a play, obviously they will use their discretion because it is viewed by a lot of motorists. They'll need to incorporate that as well.

Comm. Spinelli asked about Tag Sale events and if that would be 44.9 Special Events. There are so many tag sale signs on the weekend – it looks pretty raunchy sometimes.

Mr. Schultz responded that he didn't go in that direction but that is something that they may want to include. Because, as Comm. Spinelli stated, that gets out of control and most of those signs go outside of the private property.

Comm. Spinelli commented that they are in public, they are in the right-of-way, and it makes it a public health or safety issue with these tag sale signs that are left as well.

Mr. Schultz added that they even have the real estate signs. If it's an interior lot and they put an A-frame sign on the corner of the street. If it is on the weekend, they will use their discretion; but, if people call in to the office and say that they can't see, then he has to call the realtor and ask them to move it.

Comm. Sedlock asked about the real estate signs and if there was a standard real estate sign.

Chair Parkins responded that she thinks they'll hear from about that tonight. Mr. Schultz added that they heard about that at the quorum on Friday.

With no further questions or comments from the Commission, Chair Parkins opened the hearing for anyone from the public wishing to state comments or concerns.

**Bill Purcell, President, Greater Valley Chamber of Commerce, 900 Bridgeport Avenue, Shelton addressed the Commission.** Mr. Purcell stated that he was here this evening on behalf of the Chamber and representing some of the members of the business community who were with them last Friday.

Mr. Purcell commended the P&Z for the many months of research and study of the best practices of other communities around this State and the country. He thanked them for keeping the late hours that they do. He stated that from the Chamber's perspective, the overall intent of this amendment is sound and laudable, that is, to create an attractive business environment, and to establish some criteria for encouraging uniformity and design. This is an evolving process, particularly given its non-conforming provision, it will take time to achieve the desired end, and above all to protect the public health and safety of the community and its residents. All of those have to be balanced and he knows that they share this, as a Chamber President, the desire to support the growth and success of the business community, especially in these challenging times. Signage is a key element of one's marketing strategy and in the general sense, if they are to encourage and allow businesses into our community, they need to give them the tools to promote themselves. So that is very important.

He wanted to credit the P&Z Chair, Ruth Parkins and Rick Schultz for coming out and meeting with members of the business community last Friday. They hosted a public quorum, invited the business community by letter. He worked hard and literally walked the streets of the downtown and Bridgeport Avenue.

Mr. Purcell stated that as he already shared with them that everybody has a story about their business and about their signage. He told the Commission who had been present at the quorum. There was a cross section of the development community, the developers of Shelton Square that were referenced as a shining example of taking these principles and applying them in the redesign of their development. He continued that also present were Split Rock, by extension Crabtree, White Hills, and a couple of the developers from the Downtown area as well. They also had the hospitality industry, the retail industry, architects and their own SEDC with Jim Ryan and company who have been champions for the downtown development for the last 25 years. There was a spirited discussion about many of these points. He just wanted to hit on a couple not to preempt those that will follow him.

Mr. Purcell indicated that the first would be the regulation of the window signs. This is certainly a new area, getting into the insides of their businesses with the provisions not to exceed 50% coverage. There was some discussion about that, particularly in retail where companies are forever announcing their daily and weekly specials. So there is some concern about that, and perhaps, the most concern is about how you are going to regulate it. Regulating it is a tough one.

Mr. Purcell indicated that there had been a discussion around the free-standing signs in PDD's and the maximum of six signs. That could be problematic. Rick has mentioned this, the notion of encouraging developers to highlight the major tenants; perhaps, at the expense of the smaller tenants. He has heard things like "what am I, chopped liver? I can't get the name of my business out on the monument sign?" "They don't know I'm here...how will they ever know I'm here." and "I've made an investment of my life savings." So he thinks that needs to be addressed and he's sure that some of the speakers that follow will

come up with ways to accommodate the desire of those businesses to have that exposure.

They talked about real estate signs and the real estate industry is here. He isn't sure what the standard is. There is a shingle on his building that is about 9 square feet and that is the commercial standard that seems to fit within their description. He thinks that there was issue with the 2 feet square for residential and he's sure that will be tweaked.

Mr. Purcell indicated that he wanted to talk about the process. They had about 25 people at this meeting last week – they invited the world but businesses are busy, they would love to come but they just can't break away. There is a lot to digest here – 15 pages. Many of those who were present asked if they could have some time to absorb this and see what it means for their company, and maybe have their counsel take a look at it and get back to them. It was suggested by Atty. Thomas who astutely pointed out that they should keep this process open and perhaps let this evening be the formal announcement that you're moving to adopt these provisions. And to give businesses an opportunity to reflect on these provisions and then write to you, call, email, fax or whatever the case may be and keep it open over a reasonable period of time. They will continue and they can look to us as allies in reaching out and continuing to inform the business community. He just sent them an e-mail, and pretty widely letting people know, and since then the document has become available on the internet, so they've encouraged the businesses to read it, be informed and respond accordingly. He thanked the Commission.

**Atty. Dominick Thomas, 315 Main Street, Derby, CT addressed the Commission.**

Atty. Thomas indicated that his main focus was the PDD area but there are a few other comments that he made at the meeting that he wants to follow up on. They are lawyerish comments.

He pointed out there was a definition for blade signs but no definition for hanging signs. Yet when you get to the commercial district signs later, there is both hanging and blade. The reason that he is saying this to them is because the hanging signs are limited very, very much. He referenced Page 13 44.6.3 Projecting or Hanging Signs "...not to exceed two square feet in area..." He indicated that he has represented a couple people who have had signs, he gave a Chiropractic sign as an example of a blade sign that would be OK, but if it is a hanging sign, it is non-conforming because it is not 2 square feet (2'x1').

He gave another example with the sign "Marks of Design" and indicated that he didn't know whether that was being called a blade sign or a hanging sign because they don't define hanging signs under the definitions. They create another category later on. This is going to be an issue especially with the downtown area.

Atty. Thomas referenced under non-conforming signs, an issue that they need to address is what they are going to do when a non-conforming sign is damaged as a result of a storm, fire or when it rots. They can take the position that they want the sign, it has rotted, it's been damaged – and that person comes in and says that they want to replace the sign exactly as it is, but with a different material that is more durable. When people want to do that with a non-conforming sign, they need to make a decision and let Staff know how it's going to be treated. Is it under normal maintenance or are you going to say no, sorry, your non-conforming sign has to be replaced. He thinks that is more significant in the non-catastrophic situation where the sign just wears out. He just thinks it is something that they need to look at.

Atty. Thomas referenced 44.4.6 and commented that the fourth line "*...or is deemed to be a nuisance or annoyance to the residents or occupants of the premises or of any other building or premises*" was something that he called lawyer litigation language. He doesn't know if it's an issue – the real key of that section is that it is a safety section. They don't want any sign that is obstructing anything.

Atty. Thomas referenced Section 44.4.12 about banning LED lighting. He recalled a seminar he attended recently and in the area of lights and illuminated signs – the LED, because of it is an energy saving thing, it is becoming a fad that they are probably going to have to address in the future.

Atty. Thomas indicated that in regard to the farmer Section 44.5.1 Paragraph (h) "*...the product advertised must be grown on the lot upon which the sign is erected unless the lot is in a commercial zone that allows such sales.*" He commented that he is a big summertime purchase-from-the-farm person. The farm stand that he goes to in Woodbridge, they have some products that come from other farms or orchards. So he thinks it is a little bit too restrictive.

Atty. Thomas referenced Section 44.5.2 Paragraph (b) regarding Special Exception Use and asked about the use of that term because it would include restaurants. He asked what they meant by that because a Special Exception is required for a restaurant in a commercial zone. He didn't think the Commission would want to limit restaurants to a 4 x 4 sign. He asked if by Special Exception Use did they mean some of those uses that are farther in their Special Exception thing, like daycare centers.

Mr. Schultz responded yes, like daycares, cemeteries, etc.

Atty. Thomas commented that they should define the Special Exception Use. It just confused him because he has to get Special Exceptions when it is a food...even if it isn't a PDD.

Atty. Thomas indicated that in the PDD area, he had two comments. In the 44.7.1 Overall Signage Design Plan, he thinks that is very helpful. But one thing they ought to consider in looking at this from the perspective of a PDD, such as Crabtree. He thinks that in looking at it, they need to tell them when they want the sign design plan. Do they want it at the initial concept plan or do they want it in the final site development plans. He thinks it is more appropriate in the final site development plans.

The other thing is that he thinks they have a regulation that permits PDD's of 10,000 square feet in downtown Shelton which is a very good regulation. They could have a single use tenant coming in to try to develop something in accordance with the PDD. He thinks they'll want to give themselves some kind of flexibility, if that is the case, that it's in downtown Shelton, they still have their absolute control over PDD but whether or not they want to make that a single use and go through the expense with an architecturally designed sign especially if it is a pre-existing building. They might want to look at some flexibility for the downtown PDD area.

Atty. Thomas referenced 44.7.2. Free Standing Signs in PDDs and USCs – and Bill brought this up too. It is actually the smaller people that are complaining and he isn't telling them that they need to go out and allow in the PDD the sign that is (inaudible). He relayed a phrase from someone whose name he didn't mention that "a business without a sign is a sign of no business." He knows that the philosophy is that everyone knows where Split Rock is; that is not the case. The best example he can give is that the Commission has total control in a PDD and he thinks that they can look at each situation individually.

**End of Tape 1B 8:35 p.m.**

Atty. Thomas indicated that he wanted to discuss 828 – the sign there is Hotel Sierra and the Bank. When they went to do the Bank, the Hotel Sierra people called up the two restaurants. And the two restaurants said “no, they don’t want a ground sign...” because the two restaurants are up front and don’t have to worry about a sign. He indicated that at Crown Point Center, the second building built with the six tenants – those tenants have never complained about the sign because that building is up front. People in 514, way in the back have a problem. He thinks that when they are going through the process, and with most of the developers and major projects with a lot of tenants would have no problem agreeing to architectural and landscaping requirements to put a signage in.

For example, Split Rock, those people all wanted to go in. Three 2-sided architectural brick signs that included the people that were on it that were in a landscaped area. That is the kind of power they have in a PDD but he wouldn’t artificially limit it to 6 tenants or anything of that nature because they may get a project that has 14 tenants and that developer may come in and propose the ability to put all 14 signs up but in a nice architectural landscaped manner in the front that blends in. They might not like it and they may think it needs to be different, but what he is saying is that don’t put a number in there – you still have your control. The point of the PDD is a case by case basis. Your PDD is the best example of form-based zoning in the State. Form based zoning is that they are going to make decisions based on the site.

Atty. Thomas commented that they have that power so there is no need for them to put that in there, because it’s impact is on the smaller businesses and that is where it hurts. Split Rock, as an example, most people know that Outback is there even though it is in the back. But people driving from the hotel looking for a deli they might very well miss it because Split Rock happens to be topographically challenging. So what he is saying is that they have the discretion, so there is no need to put 6 in there – do it on a case by case basis. If the developer wants to put everybody in – they will come in – with an appropriate, architecturally and landscaped area to provide appropriate signage.

**Jim Guarrera, 23 Old Dairy Lane, co-owner of Carey and Guarrera Real Estate, Shelton addressed the Commission.** Mr. Guarrera complimented the Commission that he thinks it is long overdue in getting some consistency with signs. One of the things that they always had a difficulty with in their company was the little stick in signs at the end of the street pointing up the street saying “House for Sale” so that owner at the end of the cul-de-sac could get some recognition for his home. If they did away with something like that and they did it universally, then they don’t have a problem with that.

Mr. Guarrera indicated that he did have a problem with the size of the sign. He happens to have a long Italian last name, and if they go with a 1 x 2 sign, his name won’t fit on the sign. They also have to get a (203) in there for their phone number. There is just not enough room. A 1 x 2 sign doesn’t cut it. Their existing sign is 2 x 3, similar to the billboard, it hangs horizontally versus vertically and it is pretty much the standard in the industry in this area. Down the line in Westport and Weston, they are smaller. Just as an aside, everyone knows that the real estate market is not what it was three years ago. He indicated that in their 21 years of tracking buyers, 10% of the buyers come from an initial phone call off of a sign. That is a standard in the industry and a standard here in Shelton. They have to protect not only the aesthetics of this community but also the constituents who are trying to get their homes sold as well.

MR. Guarrera commented that there was no mention of political signs in this at all and coming down from Old Dairy Lane he counted - and he likes Jason Perillo and Dan Dibecella - but there were 201 political signs from Old Dairy Lane to City Hall. Aren't they a temporary sign and wouldn't they also have to fall under the same regulations. Has that been addressed at all?

Comm. Pogoda responded that it has been addressed but that is something that the BOA are going to be handling because political signs can be very touchy as to when they get put in, how soon before an election do they get put in, etc. Chair Parkins added that there is a gentleman's agreement between the two political parties that political signs are not supposed to be placed in City right-of-ways or State right-of-ways. Obviously they need to be reminded and people putting who are out putting up the signs may not be aware of it. So that is a message that needs to get out to both political parties. In terms of people putting the signage on their own property, it is sort of a constitutional issue, if you will, freedom of speech and expression.

Mr. Guerrero asked if he could put "Vote Carey and Guerrero Real Estate for your listing..." on each property and that might be a political right of that person.

Mr. Guerrero commented that his only other comment was in regard to Rick's mentioning that he hadn't gone to the farmers yet, and he wanted to know Terry Jones' opinion of some of these seasonal signs.

Mr. Schultz responded that as they can see, they really concentrated on the business community because that makes up most of Shelton. The Chair is going to indicate that they are going to keep the public hearing open and other groups need to be contacted.

Mr. Guerrero asked if all the existing signs would be grandfathered.

Mr. Schultz responded absolutely, unless they are illegal.

**Pat Carey, 6 Blueberry Lane, Shelton, addressed the Commission.** Mr. Carey indicated that he was mainly there to dispel the rumor that he is the one that proposed the smaller real estate signs to get his name off of it. Mr. Carey stated that they have been in business for 22 years in town. The signs have always been 2 x 3. They haven't changed them, sometimes they are made of various materials - sometimes metal, sometimes wood - wherever they get the best deal. He asked the Commission to consider keeping the real estate signs the same size. Especially in this economic climate, to ask any real estate company to take in all of their signs, get rid of them and reorder all new signs. It is a major expense - thousands and thousands of dollars and obviously, as they are aware, this is probably the worst real estate market he's ever seen in over 31 years.

Mr. Carey continued to say that the signs have always been 2 x 3. They do have riders that go below them. The only complaint he has ever received about a real estate sign since they opened in Shelton in the fall of '88 was that it was too close to the road and blocking the view for people pulling out of an intersection. Mr. Carey indicated that since then, what they have done is work with a sign company, Sugar Mountain out of Naugatuck. They make sure that any sign that they install is back a good amount from the street and they have never had that problem again. Mr. Carey asked the Commission for their consideration in keeping the signs the same size as they have been.

**James Oram, 181 Division Avenue, Shelton, addressed the Commission.** Mr. Oram indicated that he was the Chairperson for the Citizen's Advisory Board

in Shelton. They had the opportunity to receive a copy of the draft sign regulations. Their members had gotten the copies but have not been able to have a meeting yet to discuss the regulations in general. If this remains open, it might be helpful to let their members involved. He thinks the primary driver here is the business community – these are the people that rely on these signs for their life blood so that is very important.

Mr. Oram congratulated the Commission on standardizing their process, it will make their lives, and everyone's lives in the end, a lot easier. He thinks it is a great move and with some of the fixes and tweaks they are seeing here tonight, he thinks that it will mean a lot to the community.

Mr. Oram indicated that their Board, and in their meetings over the last 25 years, from time to time, sign discussions do come up. Generally, those involve blinking signs, flashing signs, waving signs and inflatable gorillas, etc. but it does drive home the fact that there is a need to get something like this down. With input from the business community, they would also share this at their meeting on the 3<sup>rd</sup> Wednesday of October. They will add this to their agenda and see if they can add anything constructive. The Citizen's Advisory Board is open to the public as well.

**Carl Thorsen, 183 Grove Street, Shelton addressed the Commission.**

Mr. Thorsen indicated that he was with William Raveis Real Estate and President-Elect of Valley Association of Realtors. He agrees with Jim and Pat that the 2 x 3 sign is basically standard, some of them are a little bit smaller. However, going with anything smaller could also create a traffic issue if someone is trying to get the name and phone number down. If it is 2 x 1, you would slow down and stop in the street.

By the same token, he thinks that if a sign is at an interior lot, it has to point in, there's a lot on the inside, it's not the person who owns the property – that's fine. He thinks that there should be a uniform thing, that if its not pointing to an interior lot, if there is public access by the street, they shouldn't have signs all over the place. They should be on the property or on an interior lot pointing to it.

Mr. Thorsen commented that he thought there should be some mention of the political signs. A gentleman's agreement is fine but they should have something in there that political signs should go up no more than 30 days before an election or something like that. He also thinks that they should be limited. He asked if it was freedom of speech issue – he has a homeowner that wants to sell a house and they want to let everyone know about it – can they put 20 signs out in front of their house with their price and everything else. They shouldn't be able to because it is not to the public's benefit. Some houses have ten signs in the front about politics. There should be some limit there.

Mr. Thorsen added that he would also like to see that sign riders are allowed. They provide the agents name, phone number, "sale pending," etc.

**Larry Bourque, 25 Millbrook Road, Shelton addressed the Commission.**

Mr. Bourque indicated that he works for the ABC Sign Corporation. In regards to free standing signs, if a site is allowed to have a sign that is 15 feet high and is 40 square feet, he thinks that limiting that sign to only 6 tenants is unrealistic and unfair. They do want a street address number that is at least 4 inches high, he thinks that is good, because it is a size that is very visible. If they kept the copy on that 40 square foot sign to letters and numbers that are no smaller than 4 inches, than he thinks that should be allowed.

Mr. Bourque commented about a remark from a previous speaker regarding the look of a sign, it might also depend on how many tenants they could get on there. He knows that they don't like the sign at Oronoque Shopping Center but they have to admit that the sign at Huntington Center where they use all white backgrounds with just black lettering (inaudible) – and this is typical of other communities too, they really aren't supposed to say what color can be on signs but in negotiations, standardized colors such as black on white are usually agreed on. If a standardized color is used, he thinks that it should be allowed to have more than 6 tenants on a sign.

Mr. Bourque referenced Page 12, Paragraphs (d) and (e), and commented about the difference in signs mentioned in those two paragraphs because it might be significant. A single tenant building can have a sign that is up to 10% of the area of the wall. He provided an example of a stand-alone building and that has a frontage of 30 feet, it could easily measure to be 20 feet from the ground to the 2<sup>nd</sup> story window, and that would be 600 square feet for that wall. Ten percent would allow them to have a sign of 60 square feet up to a max of 80. But in the next paragraph (e) it discusses mixed or multi-tenant buildings – a storefront in such a building has a storefront of 30 feet long – there it says they can only have one square foot per linear foot of their frontage so they can only have 30 square feet for their sign. He thinks that they need to look at that as to why a retail business in a multi-tenant building can have only 30 square feet while a business in a stand-alone building could have 60 square feet. Maybe it could be adjusted to one or the other.

**Jim Cormier, 354 Summerfield Circle, Shelton addressed the Commission.** Mr. Cormier indicated that was the owner of Century 21 Enterprise Realty. His colleagues before him did represent that most of the real estate signs around here are 2 x 3 which is 6 square feet. They grow a little bit with the name riders. The name riders are typically 6"x 3' that is 1 ½ square feet. If they have a "Sale Pending," or "Reduced," sign or anything like that than they just add another 1 ½ square feet to that. So for a regular sign that you'd usually see, they now have 9 square feet with the addition of the two hanging riders. He thinks that is something that they should consider when they are determining the real size of the signs.

Mr. Cormier added that Century 21 is a franchise and as such there are certain size restrictions that he already has to put on his signs so if he had to redo all his signs, a considerable cost comes into play because knocking it down and installing it in that size means that he has to have them custom made. He can't get them through a normal sign manufacturer because of the sign restrictions he has to have the Century 21 logo a certain amount bigger than the name of the company. There are a number of other restrictions that wouldn't be applicable to other independent real estate agencies that would be to those with a franchise arrangements such as Century 21. It does include quite a few other realtors around the State.

Mr. Cormier wanted some clarification about the "Open House" signs and if they would be included in Section 44. 9.

Mr. Schultz responded that they would have to include that provision.

Mr. Cormier asked if he could just request that it be put in there with the other things listed like banners, pennants, etc. because there are going to be a significant number of the "open house" signs.

Mr. Cormier indicated that the last thing he wanted to address was something Atty. Thomas mentioned in 44.6.3 Hanging or Projecting Signs. He indicated that in Paragraph (b) it states that one sign should not exceed 2 square feet in

area. As an example, Century 21 Enterprise has been there 21 years, he's only been there 3 ½ - but the signs hanging out in the front of it are 2x3, that's 6 square feet. Most of the signs out there are 2 x 3 so he really thinks that needs to be adjusted. That is a 6 square foot sign and (inaudible). He thanked the Commission.

Comm. Sedlock asked what the total amount for their standard size would be – with everything added on.

Mr. Cormier responded yes, it is generally 2x3 but with the name riders...

Chair Parkins asked what they were looking to add on from an industry perspective – a typical sign for the agency itself, an agent identifier and (inaudible) – possible “sale pending” – would two max be sufficient (inaudible)

Connie ? (inaudible) commented that once in a great while they might need three – the sign identifying the agency, the name rider, sale pending rider and a sign such as “land” or something descriptive stating that it is not a house.

Comm. Harger asked if there is an agent name and then a “sale pending” sign, isn't that a moot point.

Connie ? responded that a sign company wouldn't automatically know and to remove one, they could lose them to put the other one up (inaudible).

Mr. Cormier added that another example would be if there were two people co-brokering on one property – so they could have an agency identifier sign, one realtor name rider, below it another realtor name rider and then a third “sale pending” rider.

Chair Parkins asked if they didn't think that was too much information, such as for a person driving by it and trying to grasp all that information – it is a safety issue. It is the same thing that they talk about with the monument signs with the names of 60 different people listed on it. A person would have to stop driving to read it.

Mr. Cormier responded that would be up to them in their discussion – they could limit it to two riders - but not including the square footage would overlook what the standard practice of the industry is.

**Chris Bacoulis, 35 Country Walk, Shelton addressed the Commission.**

Mr. Bacoulis indicated that he was the owner of the Valley Association of Realtors in Shelton and the Higgins Group in Trumbull. Mr. Bacoulis commented about the smaller signs, 2 x 1, 2 square foot ones, are used in New Canaan and Weston but there are no company logos on them. It just says “For Sale By Broker/ Phone Number” but they do color code them and it makes them stand out. He reiterated previous comments in regard to the expense of taking down old signs and replacing them with new ones. Mr. Bacoulis stated that it would be very costly for everyone.

Chair Parkins responded that was not the intent.

Mr. Bacoulis indicated that his are about 18"x24" so it would be good if they could come to some kind of agreement on that. He added that 2 riders would be good start in addition to the regular sign.

Chair Parkins asked how deep the riders were.

Mr. Bacoulis responded that theirs 6"x24" bar sign– 1 ½ square feet. But some are bigger if the agent has a picture on the rider and it could be 8 inches.

Comm. McGorty asked for clarification as to why the name identification of the agent was necessary on the rider. If he is looking for a house, he isn't going to buy it because he loves that agent.

Mr. Bacoulis responded that some people do. Agents work hard to get their business, it's a brand builder for them. They work for a company, but they are independent contractors. If people keep seeing their name over and over again it indicates that person is good and has a good reputation.

There was a discussion between the Commissioners and the Realtors about the importance of having an individual agent's name listed on the sign so that they will receive that business from any prospective buyers calling in to the agency.

Chair Parkins asked if there was anyone else wishing to address the Commission on the draft Sign Regulations. There was no one. She indicated that they appreciated all the feedback. She indicated that it was very valuable and helpful to them. As she mentioned earlier, it was a compilation of a lot of regulations that were used to help draft these and the things being brought to their attention were very valid points. They do plan on keeping the public hearing open - not only to be able reach out to additional people but also as they start making changes to make sure that the changes are made out there in the public as well , so that they are not just changed and then put into effect without people having a chance to comment on them. There is no timeframe for them on this.

Mr. Schultz stated that there is no timeframe unless the Commission initiates it by State statute. Staff will advise the business community and other interested parties when the public hearing date will be. The Commission meets again on October 12<sup>th</sup>. He will post it on the City's website, Valley Chamber of Commerce and they will get the word out.

**On a motion made by Anthony Pogoda seconded by Thomas McGorty, it was unanimously voted to keep the public hearing open for the Proposal of the Shelton Planning & Zoning Commission to amend Section 44: Signs.**

#### **ADJOURNMENT**

**On a motion made by Anthony Pogoda seconded by Virginia Harger, it was unanimously voted to adjourn at 9:06 p.m.**

Respectfully submitted,

Karin Tuke  
Recording Secretary, Planning & Zoning Commission