CALL TO ORDER/PLEDGE OF ALLEGIANCE

Mayor Mark A. Lauretti called the Special Meeting of the Board of Aldermen to order at 6:30 pm in the auditorium. All those present rose and pledged allegiance to the Flag of the United States of America.

ROLL CALL

Alderman John F. Anglace, Jr., President – present
Alderman Eric McPherson, Vice President - present
Alderman Lynne Farrell - present
Alderman John “Jack” Finn- present
Alderman Stanley Kudej - present
Alderman Noreen McGorty - present
Alderman Jim Capra - present
Alderman Anthony Simonetti - present

ALSO IN ATTENDANCE

Mayor Mark A. Lauretti

AGENDA ITEMS

1. ADOPTION OF THE BUDGET FOR FISCAL YEAR 2017-2018

Alderman Anglace moved to approve the following resolution:
1. ADOPTION OF THE BUDGET FOR FISCAL YEAR 2017 - 2018

Be it resolved by the Board of Aldermen of the City of Shelton, in accordance with Section 7.6 of the Charter, that the budget documents submitted by the Mayor on March 22, 2017 and further modified by the Board of Apportionment and Taxation, be adopted subject to the following amendments/adjustments and that they be accepted as the official budget and mill rate for the City of Shelton for Fiscal Year 2017 - 2018.

2017 - 2018 BOARD OF ALDERMAN CHANGES TO BOARD OF A&T’S BUDGET

<table>
<thead>
<tr>
<th>Department</th>
<th>Account Name</th>
<th>Account #</th>
<th>Increase</th>
<th>Decrease</th>
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<tbody>
<tr>
<td>Public Safety</td>
<td>Part Time Employees</td>
<td>001-2000-519.10-02</td>
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<tr>
<td>Fire Marshal</td>
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<td>Building Department</td>
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<td>Highways &amp; Bridges</td>
<td>Communications Maintenance</td>
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<td>Highways &amp; Bridges</td>
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<tr>
<td>Dept of Public Works</td>
<td>Meeting, Travel, Conf</td>
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<tr>
<td>Sanitation</td>
<td>Full Time Employees</td>
<td>001-3900-714.10-01</td>
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<tr>
<td>Sanitation</td>
<td>Part Time Employees</td>
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<tr>
<td>BOE</td>
<td>Board of Education</td>
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<tr>
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<tr>
<td>Library</td>
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<td>Debt Service</td>
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<td>Community Development</td>
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<tr>
<td>Miscellaneous</td>
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<tr>
<td>Outside Agencies</td>
<td>Christian Counseling</td>
<td>001-6500-412.80-96</td>
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<td>Outside Agencies</td>
<td>Celebrate Shelton</td>
<td>001-6500-414.81-37</td>
<td>$2,000</td>
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<table>
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<th>Department</th>
<th>Account Name</th>
<th>Account #</th>
<th>Increase</th>
<th>Decrease</th>
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</thead>
<tbody>
<tr>
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<td>Current Levy</td>
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<td></td>
<td>$22,326</td>
</tr>
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</table>

**NET EFFECT**

TOTAL EXPENDITURE** INCREASES** $1,021,684

TOTAL EXPENDITURE** DECREASES** $1,066,326

NET DECREASES TO A&T BUDGET $22,326

Resulting in a total budget of **$123,308,705** for fiscal year beginning July 1, 2017. The mill rate shall be established at **$22.21** mills with a collection date for fiscal year 2017 - 2018 to be July 1, 2017 and January 1, 2018 for personal property taxes less than $5,000 and July 1, 2017 and January 1, 2018 for personal property taxes equal to or greater than $5,000 and July 1, 2017 for the Motor vehicle tax with the exception of those that carry their own collection date as determined by statute under motor vehicle supplement. Any tax under $5 will be waived. Also be it resolved that the Board of Alderman accepts in principal the Capital Improvements Program as submitted by the Board of A&T.

SECONDED by Alderman McPherson. A voice vote was taken and the motion passed unanimously.
2. RATIFICATION OF APPOINTMENT OF CHIEF OF POLICE

Alderman Anglace MOVED to ratify the appointment of Shawn Sequeira as Chief of Police to be effective July 1, 2017.

SECONDED by Alderman Simonetti.

Discussion:

Alderman McGorty: Can someone just confirm that this individual met all the requirements listed in the job description?

Mayor Lauretti: We wouldn’t be at this point if that weren’t the case.

Alderman McGorty: So yes?

Mayor Lauretti: Yes.


A voice vote was taken and the motion passed unanimously.

3. AMENDMENT TO ORDNANCE #888 CHIEF OF POLICE CONTRACT

Alderman Anglace MOVED to adopt the amendments to Ordinance #888 “Chief of Police Contract” which is included by reference. Further, move that this ordinance be published in summary form with a full copy available for review in the office of the City Town Clerk.

SECONDED by Alderman McPherson.

Discussion:

Alderman McGorty: Move that the chairman appoint a committee in accordance with Section 4.7.4 of the Charter to further examine this contract with administration.
SECONDED by Alderman Simonetti.

Discussion:

Alderman Anglace: I just want to clarify something. Section 4.7.4 states that not later than the next regular meeting following the Public Hearing, the Board shall consider the proposed Ordinance together with any amendments that may be offered thereto, and the Board shall either reject or pass such Ordinance with or without such amendments except that the Board may table said ordinance until its next regular meeting in order to permit further study and investigation. At such next regular meeting the Board shall consider the proposed Ordinance together with such amendments as shall be proposed and shall reject or pass such Ordinance with our without amendments. So it goes to the next meeting which would be June 8th. So this is actually a tabling action that will result in a vote on June 8th.

Alderman McGorty: Okay.

Mayor Lauretti: It’s not a tabling action as there is a motion on the floor. If you want to table then there should be a motion to table.

Alderman Anglace: Okay Noreen. Would you care to refine your motion to table?

Mayor Lauretti: She didn’t make the motion, you made the motion.

Alderman Finn: Excuse me, Mr. Mayor but the alderwoman did make a motion.

Mayor Lauretti: There is a motion and a second on the floor and then there is discussion.

Alderman Finn: So now we need a new motion.

Mayor Lauretti: And we have a motion and a second on the floor.

Alderman Finn: Now we need a motion to table it then.

Mayor Lauretti: Alright, motion to table?

Alderman Capra: SECONDED.
Alderman Anglace: You withdraw yours.

Mayor Lauretti: No. There is a motion on the floor to table. All in favor?

Voice vote is inaudible. Mayor Lauretti asks for a roll call vote.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alderman Capra</td>
<td>Alderman Farrell</td>
</tr>
<tr>
<td>Alderman Anglace</td>
<td>Alderman McPherson</td>
</tr>
<tr>
<td>Alderman McGorty</td>
<td>Alderman Simonetti</td>
</tr>
<tr>
<td>Alderman Finn</td>
<td></td>
</tr>
<tr>
<td>Alderman Kudej</td>
<td></td>
</tr>
</tbody>
</table>

A roll call vote is taken and motion to table the ordinance passes 5-3.

CHIEF OF POLICE CONTRACT

AGREEMENT

This Agreement made this _______ day of _____, 2017 by and between the CITY OF SHELTON (hereinafter referred to as “the City”) and SHAWN R. SEQUEIRA (hereinafter referred to as “Appointee”).

WITNESSETH

WHEREAS, pursuant to Section 6.9.2.3 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 ________, 2017; 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 ______, 2017;

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 five (5) years from July 1, 2017. The City, acting by the Mayor and the Board of Aldermen, may grant the Appointee an additional five (5) year term and extend this Contract provided same is made not later than sixty (60) days from the termination date of this Contract.

In the event that this Contract is not renewed at the end of the term for an additional five (5) year period, and the Appointee has not been terminated pursuant to Section 6, the Appointee shall be permitted to return to his former position as Captain in the Shelton Police Department at a rate of pay equal to the Current Maximum as set forth in the Merit System Non-Union Salary Schedule for a Captain as adopted by the Board of Aldermen each year. The City agrees that a Captain position will be made available and/or not be eliminated. This paragraph will not be applied in the event that the Contract with the employee is extended beyond the initial five (5) year term and will thereafter be null and void.
3. In consideration of the annual salary hereinafter set forth, the Appointee agrees to act as the Chief of Police for the 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, and the “Job Description – Title: 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. Notwithstanding the foregoing, the Chief of Police may hold outside employment that does not interfere with his duties as Chief of Police and that is approved by the Mayor, in the Mayor’s sole discretion.

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

5. In consideration thereof, the City hereby agrees to pay the Appointee as compensation for his services during the first year of this Agreement an annual base salary of One Hundred Twenty Thousand ($120,000.00) Dollars. Each year the salary may be increased at the sole discretion of the Mayor provide 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. Benefits:

(a) The Appointee shall be entitled to four (4) weeks paid vacation during the contract year.

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

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

(d) The Appointee shall be assigned the use of a vehicle as determined by the Mayor to be used for all activities associated with the performance of the Appointee’s duties pursuant to this Agreement,
Including emergency response/circumstances on a 24/7 basis which shall permit the personal use of said vehicle while in the State of Connecticut. Out-of-state personal travel must approved by the Mayor.

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 in accordance with State statute.

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. By the execution hereof the Appointee agrees that termination of his employment as the result of the expiration of the term or any 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 conduct a Performance Review of the Chief of Police within ninety (90) days but not less than sixty (60) days prior to the expiration of the each year of the contract. Either the Mayor or the Chief of Police may initiate more frequent discussions of the Chief’s performance if either deems such discussion appropriate. The annual Performance Review shall be in accordance with established guidelines, criteria, goals and objectives determined by the Mayor and communicated to the Chief at the commencement of the contract and at the commencement of each year. The basis of the Performance Review shall be reasonably related to the goals and objectives of the City for the year in question. The goals and objectives of this Agreement shall be determined each year by the Mayor in consultation with the Chief.

The Performance Reviews 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 by an Amendment
to the Ordinance 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.

16. The City shall provide all of the required uniforms and equipment for the Chief
of Police.

17. The Appointee may terminate this Contract at any time provided Appointee
provides the City with sixty (60) days notice prior to termination.

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

WITNESS:

__________________________
SHAWN R. SEQUEIRA – Appointee
Date: ______________________

__________________________
THE CITY OF SHELTON

BY _________________________
MARK A. LAURETTI, Mayor
Date: _________________________
4. **REQUEST TO GO INTO EXECUTIVE SESSION**

**EXECUTIVE SESSION**

At approximately 6:38 pm, Mayor Lauretti MOVED to enter into Executive Session to discuss the following item:

**SALE OF CITY PROPERTY – 470 HOWE AVENUE**

SECONDED by Alderman Finn. A voice vote was taken and the motion passed unanimously.

**RETURN TO REGULAR SESSION**

At approximately 6:45 p.m. Mayor Lauretti MOVED to return to Regular Session; SECONDED by Alderman McGorty. A voice vote was taken and the motion passed unanimously.

It was noted that no votes were taken in Executive Session.

4. **SALE OF CITY PROPERTY – 470 HOWE AVENUE**

Alderman Anglace MOVED to amend the contract for the sale of 470 Howe Avenue to remove the requirement of interest made for the purchase of the building. SECONDED by Alderman Simonetti.

A voice vote was taken and the motion passed unanimously.

**ADJOURNMENT**

Mayor Lauretti MOVED to adjourn at approximately 6:50 pm. SECONDED by Alderman Simonetti. A voice vote was taken and the motion PASSED unanimously.

Respectfully Submitted,

Theresa Adcox
Board of Aldermen, Clerk

DATE APPROVED: ____________________ BY: ____________________________

Mark A. Lauretti
Mayor, City of Shelton