Call to Order / Pledge of Allegiance
Alderman Anglace called the meeting of the Board of Aldermen to order at 7:00 p.m. All those present stood and pledged allegiance to the flag.

Roll Call
Alderman John F. Anglace, Jr., President – present
Alderman Lynne Farrell – not present
Alderman John “Jack” Finn – present
Alderman Stanley Kudej – not present
Alderman Noreen McGorty – present
Alderman Jim Capra – present
Alderman Eric McPherson – present
Alderman Anthony Simonetti – present

Administration:
Attorney Thomas Welch, Corporation Counsel

PUBLIC PORTION – No one from the public wished to be heard.

Add-On
Alderman Simonetti MOVED to add the following items to the agenda:

FINANCIAL BUSINESS - NEW

9.8 FUNDING FOR BATTERY OPERATED HYDRAULIC RESCUE EQUIPMENT FOR THE FIRE DEPARTMENT

9.9 FUNDING FOR MINI EXCAVATOR FOR HIGHWAYS & BRIDGES

9.10 CANAL STREET STREETSCAPE IMPROVEMENTS AND ROADWAY RECONSTRUCTION PHASE 2 AGREEMENT

EXECUTIVE SESSION
11.3 SALE OF CITY PROPERTY – 470 HOWE AVENUE

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

Agenda Items
MINUTES FOR APPROVAL

Alderman Simonetti MOVED to waive the reading and approve the following meeting minutes:

1. Regular Full Board Meeting – April 13, 2017
SECONDED by Alderman Capra. A voice vote was taken and the motion passed unanimously.

Minutes can be viewed on the city website: www.cityofshelton.org

5.1  FINANCE COMMITTEE

5.1.1  NO ITEMS

5.2  PUBLIC HEALTH & SAFETY COMMITTEE

5.2.1  NO ITEMS

5.3  STREET COMMITTEE

5.3.1  NO ITEMS

REPORT OF THE MAYOR — None presented.

REPORT OF THE PRESIDENT –

Alderman Anglace: Four volunteers spent five hours at the Belden Center, plus one City Maintenance employee who is hanging pictures, etc. The project is proceeding as slow but steady. The display case is completed, illuminated and it looks real nice.

6.0  LEGAL REPORT

6.1  CORPORATION COUNSEL BILLING

Alderman Simonetti MOVED to authorize a total payment of $2,420.00 to Corporation Counsel Welch, Teodosio, and Stanek, LLC, for services rendered per statement dated May 1, 2017, with funds to come from the following Legal Services Accounts:

<table>
<thead>
<tr>
<th>Description</th>
<th>Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Fees</td>
<td>001-1900-411.30-03</td>
<td>$1,856.25</td>
</tr>
<tr>
<td>Foreclosure Fees</td>
<td>001-1900-411.50-01</td>
<td>$563.75</td>
</tr>
</tbody>
</table>

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

6.2  ASSISTANT CORPORATION COUNSEL BILLING

Alderman Simonetti MOVED to authorize a total payment of $691.95 to Assistant Corporation Counsel Ramon Sous for services rendered per statement dated May 1, 2017, with funds to come from the following Legal Services Accounts:

<table>
<thead>
<tr>
<th>Description</th>
<th>Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Fees</td>
<td>001-1900-411.30-03</td>
<td>$684.75</td>
</tr>
<tr>
<td>Miscellaneous Services</td>
<td>001-1900-411.80-03</td>
<td>$ 7.20</td>
</tr>
</tbody>
</table>

SECONDED by Alderman Capra. A voice vote was made and the motion passed unanimously.
7 LEGISLATIVE - OLD

7.1 ITEMS FROM PUBLIC HEARING
7.1 A – NO ITEMS

8 FINANCIAL BUSINESS OLD

8.1 NO ITEMS

9 FINANCIAL BUSINESS NEW

9.1 MAY STATUTORY REFUNDS

Alderman Simonetti MOVED that the report of the Tax Collector relative to the refund of taxes for a total amount of $23,320.68 be approved and that the Finance Director be directed to make payments in accordance with the certified list received from the Tax Collector with funds to come from the Statutory Refunds Account 001-0000-311.13.00.

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

9.2 CONNECTICUT STATE TRADEMARK REGISTRATION

Alderman Simonetti MOVED to renew the "SHELTON LIFE" Connecticut State trademark for an additional five (5) years and authorize the submission of said renewal application.

Further, authorize Mayor Mark A. Lauretti to execute any and all documents necessary to effectuate same.

Further, allocate the sum of $568.00 to pay for said renewal with funding to come from Contingency General Account #001-9900-900.99-00.

Note: Copy of grant application in Town Clerk’s Office

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

9.3 ADOPTION OF TAX COLLECTOR’S SUSPENSE LIST

Alderman Simonetti MOVED that the tax collector’s suspense list in the amount of $37,641.08 be adopted and transferred from the Grand Lists into Suspense per State Statute Sec. 12-165:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001</td>
<td>$315.86</td>
</tr>
<tr>
<td>2002</td>
<td>$315.86</td>
</tr>
<tr>
<td>2003</td>
<td>$415.28</td>
</tr>
<tr>
<td>2004</td>
<td>$431.00</td>
</tr>
<tr>
<td>2005</td>
<td>$444.15</td>
</tr>
<tr>
<td>2006</td>
<td>$497.72</td>
</tr>
<tr>
<td>2007</td>
<td>$530.22</td>
</tr>
<tr>
<td>2008</td>
<td>$530.22</td>
</tr>
<tr>
<td>2009</td>
<td>$634.44</td>
</tr>
<tr>
<td>2010</td>
<td>$633.08</td>
</tr>
</tbody>
</table>
MAY 11, 2017
BOARD OF ALDERMEN
FULL BOARD MEETING

2011 $ 996.42
2012 $ 1,832.77
2013 $ 9,404.17
2014 $13,068.50
2015 $  7,591.38
Total $37,641.08

SECONDED by Alderman McGorty.

Discussion:

Alderman Anglace: I questioned the small amounts from 2001, 2002, 2003 and 2004. I spoke with the Finance Director, and these primarily represent abandoned trailers and trailer parks. There may have been no family to pick it up. The chances of collecting those are remote. For now, we are transferring them to the suspense list, but ultimately we will have to eat them.

A voice vote was taken and the motion passed unanimously.

9.4 OVEREXPENDITURE FOR ANIMAL CONTROL

Alderman Simonetti MOVED to approve an over-expenditure of the Animal Control Part-time Employees Account #001-2300-519.10.02 through the end of the fiscal year 2016-2017.

SECONDED by Alderman Capra.

Discussion:

Alderman Anglace: This needs some explanation. You know we are doing Derby’s work; they said they need some flexibility with the Derby part of the account to build better experience and know what we are going to spend. The only account that they think that will get impacted is the part time employee account. So that is why they are requesting this. The Finance Director said it should not be all that much, so if you just over expend it at the end of the year we will transfer the difference.

Alderman McGorty: So there does not need to be a limit?

Alderman Simonetti: My question was going to be how much is it?

Alderman McGorty: In our motion we are approving an over expenditure, which is fine but we do not have a dollar amount.

Alderman Alderman: Correct. We are approving the over expenditure, like we do for the Registrar of Voters. We are approving from now, until the end of the year. The anticipation is that it is not going to be big bucks. There will be plenty of money to transfer at the end of the year.

A voice vote was taken and the motion passed unanimously.

9.5 COMCAST/ CANAL STREET EASEMENT

Alderman Simonetti MOVED to approve the Grant of Easement between the City of Shelton and Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC relative to property located around Canal Street.
Further, authorize Mayor Mark A. Lauretti to execute any and all documents necessary to effectuate said Easement.

Discussion:

Atty. Welch: It is a granted easement. On the map there are four separate parcels, or five parcels that the City owns. So we are going to be selling five easements for each parcel because they are all separate tax parcels. You are agreeing to the easement along that whole strip, along the Riverwalk area just off Canal Street. It shows on the map but I just want to let you know that there are four (4) easements there.

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

9.6 267 CANAL STREET - DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Alderman Simonetti MOVED to approve the following resolution:

Whereas, pursuant to Section 32-762 of the C.G.S. the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects;

Whereas, it is desirable and in the public interest that the City of Shelton make an application to the State for $200,000 in order to undertake the 267 Canal Street Assessment Project and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Aldermen

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by Section 32-762 of the C.G.S.

2. That the filing of an application for State financial assistance by City of Shelton in an amount not to exceed $200,000 is hereby approved and that Mark A. Lauretti, Mayor, is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the City of Shelton.

SECONDED by Alderman Capra.

Discussion:

Atty. Welch: This is a standard Economic and Community Development grant that we have with all of the others. 267 Canal Street grant is in the amount of $200,000 for environmental sight assessment.

A voice vote was taken and the motion passed unanimously.

9.7 OVEREXPENDITURE FOR BOARD OF ZONING APPEALS
Alderman Simonetti MOVED to approve an over-expenditure of the Zoning Appeals Board Clerical Steno Fee Account #001-1800-414.50-03 through the end of the fiscal year 2016-2017.

SECONDED by Alderman McGorty.

Discussion:

Alderman Anglace: When the Board of Zoning Appeals has a hearing, they need a court stenographer. They have exhausted the money that is in their budget so for the rest of the year we need to provide that money. When the year comes to an end, we are going to transfer the monies needed. It is an account that we must spend the money in. We do not have a choice.

Alderman McGorty: Where are the funds coming from at the end of the year?

Alderman Anglace: When the Finance Director transfers the money in the last 30 days, the money that is a positive balance we use all of that money. They cannot over expend unless we authorize it. They do not know how many more appeals they are going to get. It can’t be too much because it is until June 30th.

A voice vote was taken and the motion passed unanimously.

9.8 FUNDING FOR BATTERY OPERATED HYDRAULIC RESCUE EQUIPMENT FOR FIRE DEPARTMENT

Alderman Simonetti MOVED to appropriate funding for Holmatro Battery Operated Hydraulic Rescue Equipment in the amount of $75,778 with funding to be provided by bonding pursuant to Section 7.16 of the City Charter.

SECONDED by Alderman McGorty.

Discussion:

Alderman Anglace: Two of them are going to be purchased. One is going to Pine Rock Park and one in White Hills. This decision was made by the Board of Fire Commissioners; the Board of Fire Commissioners gave us this information. My question was where do we put these batteries? Aren’t these going to be expensive? The Fire Chief said they come with extra batteries to begin with. The main batteries cost $377 each, but he said the tool is outstanding because it has such power and allows to get into tight spaces in one hand operation.

A voice vote was taken and the motion passed unanimously.

9.9 FUNDING FOR MINI EXCAVATOR FOR HIGHWAYS & BRIDGES

Alderman Simonetti MOVED to appropriate funding for a mini excavator for Highways & Bridges Department in an amount of $90,474 with funding to be provided by bonding pursuant to Section 7.16 of the City Charter.

SECONDED by Alderman Capra.

Discussion:

Alderman Anglace: This is not the low bidder. It says they all meet specifications. I talked with Paul DiMauro, and he said he doesn’t think they all meet specifications. If they did
meet specifications, the one that they want apparently is new and has systems that can be added to it that the others do not offer. It has a monitor tracking system that has a free lifetime, which the others do not have. They keep track if the operator is abusing the machine, not working, or if the machine is overheating. It also has a grid on it where if someone stole it, it would not operate outside the City of Shelton. He said the one that they have now, it was bought used and they got five years out of it so they got their money’s worth.

Alderman McGorty: It also implicated in the other bids that they did not include maintenance, which adds up.

Alderman Alderman: For your information, available to us in Board of Aldermen bonding between now and the end of the year is probably another $800,000. I am sure that we are going to get some requests from the Mayor here on in.

A voice vote was taken and the motion passed unanimously.

9.10 CANAL STREET STREETSCAPE IMPROVEMENTS AND ROADWAY RECONSTRUCTION PHASE 2 AGREEMENT

Alderman Simonetti MOVED to approve the agreement between the City of Shelton and Mark IV Construction Co., Inc. for the Canal Street Streetscape Improvements and Roadway Reconstruction – Phase 2, with funding to come from Canal Street $1,000,000 Referendum.

Further, authorize Mayor Mark A. Lauretti to execute any and all documents necessary to effectuate said Easement.

SECONDED by Alderman McGorty.

Discussion:

Alderman Anglace: From my understanding, this contract was signed back in November 2016, but for some reason it was never sent to the Board of Aldermen for approval. So we are catching up and formalizing the process.

Atty. Welch: If you remember, we did the grants on the road and in October you approved and paid for the easement we got. We took easements from all of the 3 land owners that are associated with this part of the improvement, and it just was not included. So, we asked for a copy of the approval and we were scrambling to find the approval for the signed contract. That is why it is coming before us. The money is from the project.

A voice vote was taken and the motion passed unanimously.

10 – LEGISLATIVE - NEW

10.1 ITEMS TO PUBLIC HEARING

10.1A AMENDMENT TO ORDINANCE #888 CHIEF OF POLICE CONTRACT

CHIEF OF POLICE CONTRACT AGREEMENT

This Agreement made this day of June, 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 reappoint the Appointee to the position of Chief of Police of the City; and WHEREAS, the Board of Aldermen has ratified said appointment by a majority vote on June _____, 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 June _____, 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 received positive Performance Evaluations, 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;
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:

Public Hearing to be held on May 23, 2017.

10. 2 CITY OF SHELTON FAIR HOUSING AUTHORITY RESOLUTION

Alderman Simonetti MOVED to approve the following Fair Housing Policy Statement:

It is the policy of The City of Shelton to promote fair housing opportunities and to encourage racial and economic integration in all its programs and housing development activities.

Programs funded and administered by this City of Shelton must comply with the provisions of Section 46a-64c of the C.G.S., and with related state and federal laws and regulations that prohibit discriminatory housing practices.

The City of Shelton or any of sub-recipient of The City of Shelton will carry out an affirmative marketing program to attract prospective buyers or tenants of all majority or minority groups, without consideration of race,
MAY 11, 2017
BOARD OF ALDERMEN
FULL BOARD MEETING

creed, color national origin, ancestry, sex, marital status, age, lawful source of income, familial status, sexual orientation, general identity or expression and physical or mental disability in all programs and housing development activities funded or administered by The City of Shelton.

The Building Official Joseph Ballaro is responsible for the enforcement and implementation of this policy. The Building Official may be reached at 203-924-1555, ext. 1358 or j.ballaro@cityofshelton.org.

Complaints pertaining to discrimination in any program funded or administered by this City of Shelton may be filed with the Building Official Joseph Ballaro. The City of Shelton’s Grievance Procedure will be utilized in these cases. Complaints also may be filed with the Commission on Human Rights and Opportunity, Special Enforcement Unit, 25 Sigourney Street, Hartford, CT 06106, Telephone (860) 541-3403.

A copy of this police statement will be given annual to all City of Shelton employees and they are expected to fully comply with it. In addition, a copy will be posted throughout the City of Shelton’s offices.

Revised May 12, 2017.

Date                                         Mark A. Lauretti, Mayor

SECONDED by Alderman McGorty.

Discussion:

Alderman Anglace: As usual, these types of agreements if you look in the second paragraph and in the third paragraph, there are a couple of grammatical errors. The last paragraph is what I have the most problem with: “a copy of this police statement will be given annual to all City of Shelton employees”. There are all grammatical errors. This is ridiculous. Joe Ballaro and his department are the ones that need to comply. As they tell me that the State insists, despite the grammatical errors and despite our questioning this is the statement that they need and want approved. My suggestion is that we approve it with those notations just to let them know that we are not stupid.

A voice vote was taken and the motion passed unanimously.

EXECUTIVE SESSION

11.A REQUEST TO GO INTO EXECUTIVE SESSION

EXECUTIVE SESSION

At approximately 7:35 PM, Alderman Simonetti MOVED to enter into Executive Session to discuss the following items:

11.1 CAPS TAX APPEAL
11.2 HUBYK WORKER’S COMPENSATION
11.3 11.3 SALE OF CITY PROPERTY – 470 HOWE AVENUE

and invited Corporation Counsel Welch to remain in the auditorium during the Executive Session; SECONDED by Alderman Capra. A voice vote was taken and the motion passed unanimously.
RETURN TO REGULAR SESSION

At approximately 7:50 p.m. Alderman Simonetti 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.

11.1 CAPS TAX APPEAL

Alderman McGorty MOVED to approve the resolution in the tax appeal of CAPS and CAPS2, as set forth in the record in the mediation before Judge Zemetis

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

11.2 HUBYK WORKER’S COMPENSATION

Alderman McGorty MOVED to approve of the permanent partial disability rating in the Worker’s Compensation matter of Jon P. Hubyk, as set forth in Dr. Gorleck’s report dated 11/23/16.

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

11.3 SALE OF CITY PROPERTY – 470 HOWE AVENUE

Alderman McGorty MOVED to approve the amendment relative to the contract, regarding the sale of 470 Howe Avenue.

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

ADJOURNMENT

Alderman Capra MOVED to adjourn; SECONDED by Alderman McPherson. A voice vote was taken and the motion passed unanimously.

The meeting adjourned at approximately 7:54 p.m.

Respectfully submitted,

Brittany Gannon

Brittany Gannon, Clerk
Board of Aldermen

Date Approved: ____________________________ By: __________________________
Mayor Mark A. Lauretti