



BOARD OF ALDERMEN SHELTON, CONNECTICUT

**PUBLIC HEARING ON ORDINANCES MEETING MINUTES
TUESDAY, MAY 23, 2017**

CALL TO ORDER

Alderman Anglace called the Public Hearing to order at approximately 7:00 p.m. All present recited the Pledge of Allegiance.

ROLL CALL

Alderman John F. Anglace, Jr., President – present
Alderman Eric McPherson, Vice 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 Anthony Simonetti – not present

AGENDA ITEMS:

1. ORDINANCE RESTRICTING THE OPERATION OF A DIRT BIKE, ALL TERRAIN VEHICLE

A. Definitions.

- (i) **All-Terrain Vehicle** means a self-propelled vehicle designed to travel over unimproved terrain.
- (ii) **Dirt Bike** means a two-wheeled Motorized Recreational Vehicle designed to travel over unimproved terrain and not designed for travel on a highway.
- (iii) **Mini-motorcycle** is a vehicle that (1) has no more than three wheels in contact with the ground; (2) has a manufactured seat height of less than 26 inches, measured at the lowest point on top of the seat cushion without the rider; and (3) is propelled by an engine having a piston displacement of less than 50 cubic centimeters.

- (iv) **Motorized Recreational Vehicles (MRV)** means snowmobiles, all-terrain vehicles, dirt-bikes and mini-motorcycles.
- (v) **Snowmobile** means any self-propelled vehicle designed for travel on snow or ice, except vehicles propelled by sail.
- (vi) **Operate** means to control the course of or otherwise use a dirt bike, snowmobile, all terrain vehicle, mini motorcycle, or similar vehicle.

The terms “dirt bike,” “snowmobile,” “all terrain vehicle,” “mini motorcycle” And any motorized recreational vehicles shall not be deemed to include any of the following:

- (1) Any register “motorcycle” as defined in the C.G.S. § 14-1(46);
- (2) Any registered “motor vehicle” as defined in C.G.S. § 14-1(47);
- (3) Any moped that meets Federal Department of Transportation guidelines for use on streets and is approved by the State of Connecticut Department of Motor Vehicles for use on streets, provided, however, the moped is operated pursuant to all applicable state laws, rules and regulations and all other City of Shelton ordinances.
- (4) Any wheelchair or similar mobility assisting device by a person with a physical disability or whose ambulatory mobility has been impaired due to age or physical ailment.
- (5) Any self-propelled snow plow, snow blower or lawn mower when used for the purpose for which it was designed and operated at a speed not to exceed four (4) miles per hour;
- (6) Any vehicle owned or leased by the City of Shelton; and
- (7) Any electric personal assistance mobility device (hereinafter “EPAMD”) that is self-balancing, has two (2) non-tandem wheeled devices, is designed to transport only one (1) person, and has an electric propulsion system that limits the maximum speed of the device to twelve and one-half (12.5) miles per hour or less.

B. Operations.

- (1) It shall be unlawful for any person to Operate a Motorized Recreational Vehicle and/or for any owner of a Motorized

Recreational Vehicle to knowingly permit the operation of his or her Motorized Recreational Vehicle on any street or sidewalk in the City of Shelton or on any public property, including but not limited to school property, playgrounds and parks, within the city.

- (2) It shall be unlawful for any person to ride as a passenger on a Motorized Recreational Vehicle and/or for any owner of a Motorized Recreational Vehicle to knowingly permit any person to ride as a passenger on his/her Motorized Recreational Vehicle operated in violation of subsection (1) above.
- (3) It shall be unlawful for any person to operate a Motorized Recreational Vehicle ride as a passenger on a Motorized Recreational Vehicle, and/or for any owner of a Motorized Recreational Vehicle to knowingly permit its operation on any private property, within the city, without first obtaining the written permission of the property owner if the property is not owned by the operator, passenger, and/or owner of the Motorized Recreational Vehicle.
 - a. It shall be unlawful to operate a Motorized Recreational Vehicle, to ride as a passenger on a Motorized Recreational Vehicle and/or for any owner of a Motorized Recreational Vehicle to knowingly permit its operation on private property before 8:00 a.m. or after 7:00 p.m. on weekdays, or before 9:00 a.m. or after 8:00 p.m. on weekends.
- (4) It shall be unlawful for any person to operate an EPAMD and/or for Any owner of an EPAMD to knowingly permit the operation of his/her EPAMD on any street in the City of Shelton, provided, however, an EPAMD may be operated on any public, sidewalk and/or crosswalk in the city. An operator of an EPAMD shall yield to pedestrians and any wheelchair or similar mobility-assisting device as defined within this section and shall comply with any applicable State of Connecticut laws or regulations.

C. Penalties.

- (1) Any person who operates a Motorized Recreational Vehicle in violation of subsection (b)(1) of this section or is the owner of a Motorized Recreational Vehicle who knowingly permits its operations in violation of subsection (b)(1) of this section, may be fined a sum not to exceed one thousand dollars (\$1,000.00), but not less than five hundred dollars (\$500.00) for a first offense, may be fined a sum not to exceed one thousand five hundred

(\$1,500.00), but not less than one thousand dollars (\$1,000.00) for a second offense, or may be fined a sum not to exceed two thousand dollars (\$2,000.00), but not less than one thousand dollars (\$1,000.00) for any third or subsequent offense.

- (2) Any person who rides as a passenger on a Motorized Recreational Vehicle in violation of subsection (b)(2) of this section, or is the owner of a Motorized Recreational Vehicle who knowingly permits a passenger to ride on his/her motor vehicle in violation of subsection (b)(2) of this section, may be fined a sum not to exceed one thousand dollars (\$1,000.00), but not less than five hundred dollars (\$500.00) for a first offense, may be fined a sum not to exceed one thousand five hundred dollars (\$1,500.00), but not less than one thousand dollars (\$1,000.00) for a second offense, or may be fined a sum not to exceed two thousand dollars (\$2,000.00), but not less than one thousand dollars (\$1,000.00) for any third or subsequent offense.
- (3) Any person who operates a Motorized Recreational Vehicle in violation of subsection (b)(3) of this section, rides as a passenger on a Motorized Recreational Vehicle in violation of subsection (b)(3) of this section, or is the owner of a Motorized Recreational Vehicle who knowingly permits its operation in violation of subsection (b)(3) of this section may be fined a sum not to exceed one thousand dollars (\$1,000.00), but not less than five hundred dollars (\$500.00) for a first offense, may be fined a sum not to exceed one thousand five hundred dollars (\$1,500.00), but not less than one thousand dollars (\$1,000.00) for a second offense, or may be fined a sum not to exceed two thousand dollars (\$2,000.00), but not less than one thousand dollars (\$1,000.00) for any third or subsequent offense.
- (4) Any person who operated a Motorized Recreational Vehicle in violation of subsection (b)(3)a, of this section, rides as a passenger on a Motorized Recreational Vehicle in violation of subsection (b)(3)a, of this section, or is the owner of a Motorized Recreational Vehicle who knowingly permits its operations in violation of subsection (b)(3)a, of this section may be fined a sum not to exceed one thousand dollars (\$1,000.00), but not less than five hundred dollars (\$500.00) for a first offense, may be fined a sum not to exceed one thousand five hundred (\$1,500.00), but not less than one thousand dollars (\$1,000.00) for a second offense or may be fined a sum not to exceed two thousand dollars (\$2,000.00), but not less than one thousand dollars (\$1,000.00) for any third or subsequent offense.

- (5) Any person who operates an EPAMD in violation of subsection (b)(4) of this section, or is the owner of an EPAMD who knowingly permits its operation in violation of subsection (b)(4) of this section, may be fined a sum not to exceed one hundred dollars (\$100.00), but not less than fifty dollars (\$50.00) for a first offense, may be fined a sum not to exceed two hundred dollars (\$200.00), but not less than one hundred dollars (\$100.00) for a second offense, or may be fined a sum not to exceed three hundred dollars (\$300.00), but not less than two hundred dollars (\$200.00) for any third or subsequent offense.
- (6) Any police officer who observes any person in violation of any subsection of subsection (b) of this section may detain such person for purposes of enforcing the provisions of this ordinance and may take the Motorized Recreational Vehicle in question into the custody of the Shelton Police Department, at the owner's expense, pending a disposition of such property by court order or otherwise by law and proof of ownership of such property (i.e., bill of sale).

D. In addition, the City of Shelton shall seize such Dirt Bike, All-Terrain Vehicle Snowmobile or Mini-Motorcycle for a violation of such Ordinance and same shall be forfeited to the City of Shelton. Any Dirt Bike, All-Terrain Vehicle, Snowmobile or Mini-Motorcycle ordered forfeited pursuant to such Ordinance shall be sold at public auction conducted by the City. The proceeds from such sale shall be paid to the City of Shelton Treasurer who shall deposit such proceeds into the General Fund of the municipality.

Discussion:

Alderman Anglace: I think we have worked on this ordinance before.

Alderman McGorty: Yes we have been working on this ordinance since January.

Alderman Anglace: So we have an updated version, so we will take public comment on the updated version.

Alderman Anglace asked three times if anyone from the public wished to be heard.

Alderman Finn: I spoke to Alderman McPherson. I think it is in the ordinance but I am not sure. I would like to see all City emergency services be exempt from this ordinance. What I read in the ordinance is that any vehicle owner leased by the City. We have to remember that Echo Hose Ambulance is separate from the City of Shelton. That is why I am saying all emergency services.

Alderman Anglace: As I pointed out, we will bring that to Counsel's attention. The exception #6 provides that any vehicle that is leased or owned by the City of Shelton,

so as Jack pointed out Echo Hose is separate from the City of Shelton. It is a private organization and we will make sure that comment gets noted in there.

Alderman Anglace MOVED to close the Public Hearing on the Ordinance Restricting the Operation of a Dirt Bike, All Terrain Vehicle and Mini Motorcycle.

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

2. 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 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 provided that the increase shall not exceed three (3%) percent of the then annual salary.

6. This Agreement may be terminated by the Mayor, acting on behalf of the City, for any of the following reasons, to wit:

(a) at any time upon the mutual consent of the parties, or

(b) upon the Appointee's death or disability, or

(c) upon just cause shown. The term “just cause” as utilized herein shall include, but not limited to, the following:

- (i) Failure to perform the duties pursuant to Ordinance;
- (ii) Misconduct;
- (iii) Insubordination;
- (iv) The conviction of a felony;
- (v) Failure to meet State certification requirements;
- (vi) The inability to perform the duties pursuant to this contract due to illness or a physical or mental condition as shown by competent medical evidence, which illness, physical condition or mental condition continues for a period of thirty (30) days.

7. 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:

Alderman Anglace asked three times if anyone from the public wished to be heard.

Discussion:

Alderman Anglace: This is an ordinance because the Charter requires it to be an ordinance. Section 2 of the contract states, in the event if this contract is not renewed at the end of the term, and the initial term is 5 years, if it's not renewed

at the end of the 5-year period and the appointee has not been terminated pursuant to Section 6, the appointee shall be permitted to his former position as Captain in the Shelton Police Department at the rate of pay equal to the current maximum that is set forth in the Merit System, not on Union salary schedule for a Captain as adopted by the Board of Aldermen each year.

Counsel explained the thinking that if the Chief is employed with a contract for 5 years and new administration comes in and the new administration does not want to continue his contract, then the Chief would revert back to Captain position. I believe we have some history where other people have gone back to the Captain position. They wanted to be sure that there was a new administration that would not say that they were not funding the position. They had included a clause in the contract whereby the position would be made available, and it would be funded. Imagine the individual's perspective looking for some job security. My understanding from Counsel is that the term of the contract, during the process of negotiations was sought after was a longer term and the Charter prohibits anything more than 5 years.

Alderman Finn: One question and I can be wrong: Didn't we use to have more than one Captain? We had a Captain overseeing the day shift and a Captain overseeing the night shift. So we will continue to fund two positions for two Captains, and one will remain open at all times in the event the Chief gets demoted back to Captain?

Alderman Anglace: No I do not think that is the intent. I think the intent was that if his contract was not renewed for just cause; just cause is a different matter. If it is, then we would make a Captain position open and he would revert back to that position.

Alderman Finn: I understand what you are saying but we then are still funding two Capitan positions in future budgets.

Alderman McGorty: Did Corporation Counsel indicate that has happened in the past? Did the Captain go from Captain to Lieutenant by contract? Or by demotion?

Alderman Finn: Demotion.

Alderman McGorty: That is a very different scenario.

Alderman McGorty: One minor thing: In the contract it says reappoint the appointee.

Alderman Anglace: That is wrong. I have another version that I left here today. I left it for Theresa because there are a few minor grammatical changes.

Alderman Finn: The Mayor does the appointing; we just approve. I would like to know what the other grammatical errors may be, so once the next full board meeting comes and we approve the contract we will know the correct terminology. We are voting on the contract on Thursday, which will have the correct terminology. Tonight at the Public Hearing, we do not have the correct terminology.

Alderman Anglace: There may be other; they would not be major grammatical errors.

Alderman Finn: Is this the same ordinance that we pass year after year?

Alderman McGorty: No this one is different.

Alderman Anglace: This is the result of negotiations between the appointee, Mayor, Corporation Counsel, and the Administrative Assistant. I was not involved with the negotiations. They have gone back and forth because the Chief wanted certain things and they wanted certain things, and the Charter restricted certain things. The Chief wanted a longer term and the Charter does not allow that. If he was not re-appointed, then he would have job security.

Trish Bruder: That right to step back down from one position to the next is available to all members of the department no matter what position they are in.

Alderman Anglace: Is it in the contract?

Trish Bruder: Yes it is in the contract.

Alderman McGorty: It is not in the existing Chief's contract.

Trish Bruder: That is correct because the prior Chiefs did not think of negotiating that into their contracts. In the Police Contract, every single position if that position gets eliminated by any administration, if the City does not fund Lieutenants anymore then those guys can go back to Sergeant. They do not get fired, they do not get laid off then Lieutenants can go back to Sergeant and Captain can go back to Lieutenant. It does not have to be because of a demotion, but it is because the position is not funded. That right to move back is for everybody. He is saying that if his contract is not renewed, he is not being fired for cause. What is it? Just because someone does not want me in that position. This is a young man that needs to make a living and has two young children. He is a different Chief from Chief Voccolla and Chief Hurliman. He is a young man with a family. That was a big part of the negotiation in the contract.

Alderman McGorty: Contracts are about a position, not a motion.

Trish Bruder: I am just trying to shed a little light on the thinking behind the ability to move back.

Alderman Finn **MOVED** to close the Public Hearing on the Amendment to Ordinance #888 Chief of Police Contract.

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

There being no other speakers, the Public Hearing on Ordinances was closed at 7:25 pm.

ADJOURNMENT

Alderman McGorty **MOVED** to adjourn the Public Hearing on Ordinances Meeting, and **SECONDED** by Alderman Finn. A voice vote was taken and hearing was adjourned.

Respectfully submitted,

Brittany Gannon

Brittany Gannon, Clerk

DATE APPROVED: _____ BY: _____

Mayor Mark A. Lauretti

