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 Boy Scout Troop 55 leading the Pledge of Allegiance to the flag:

Troop 55:

Ken McGovern, Assistant Scoutmaster
Ken Wieler, Advancement Chair

Scouts:

Kenny McGovern
Evan Wieler
Michael Camiglio
Joseph Ciccone

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 – not present
Alderman Jim Capra – present
Alderman Anthony Simonetti – present

Administration:

Attorney Ramon Sous, Assistant Corporation Counsel


PUBLIC PORTION

Michael Lawrence, Vice President Shelton Police Union, 41 Kaleas Way, Beacon Falls

The Police Union is here tonight to support Chief Shawn Sequeira, for the next Police Chief of Shelton. We support the Chief, we look forward on working with him. Our door is always open; I already know he has an open door policy but the police union is more than happy to be working with the next Police Chief, Shawn Sequeira. Thank you.

Judson Crawford, 8 Jordan Avenue

With the hiring of the new Finance Director at the Board of Education, you as members of the Board of Aldermen have already approved the budget for 2017/2018. The amount that the Board of Education put in for the Finance Director was $153,859. It seems that you have passed this budget. I have not heard anything about what his pay scale is going to be. With passing this budget, what is the rulings if they raise that figure?

Alderman Anglace: Mr. Crawford, this is not your first time up here. You know that we do not respond, we do not answer questions. You can say whatever you want for the record but we do not respond. That question sounds like it is better asked for the Board of Education, then of us.

Judson Crawford: Thank you.

John Hubyk, Shelton Police Detective, 439 Candee Road, Naugatuck, CT

I am confirming with what Mike Lawrence had said. I just want to say that I support Chief Shawn Sequeira. He came to us in somewhat of a tumultuous time; there were several wrinkles that needed to be ironed out in the department. He was faced with some situations that were a true test at the beginning. I just want to say that he got us accredited, and he got through all of the trials and tribulations that were handed to him and he did very well. Thank you.

Agenda Items

MINUTES FOR APPROVAL

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

1. Regular Full Board Meeting – May 11, 2017
2. Public Hearing on Ordinances – May 23, 2017
3. Special Meeting – May 25, 2017

SECONDED by Alderman Finn. 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 – None presented.

6.0  LEGAL REPORT

6.1  CORPORATION COUNSEL BILLING

Alderman McPherson MOVED to authorize a total payment of $4,216.25 to Corporation Counsel Welch, Teodosio, and Stanek, LLC, for services rendered per statement dated June 1, 2017, with funds to come from the following Legal Services Accounts:

<table>
<thead>
<tr>
<th>Description</th>
<th>Account Number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Fees</td>
<td>001-1900-411.30-03</td>
<td>$96.25</td>
</tr>
<tr>
<td>Foreclosure Fees</td>
<td>001-1900-411.50-01</td>
<td>$4,120.00</td>
</tr>
</tbody>
</table>
SECONDED by Alderman Finn. A voice vote was taken and the motion passed unanimously.

6.2 ASSISTANT CORPORATION COUNSEL BILLING

Alderman McPherson MOVED to authorize a total payment of $627.00 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:

| Legal Fees          | 001-1900-411.30-03 | $627.00 |

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

7 LEGISLATIVE - OLD

7.1 ITEMS FROM PUBLIC HEARING

7.1 A – ORDINANCE RESTRICTING THE OPERATION OF A DIRT BIKE, ALL TERRAIN VEHICLE AND MINI MOTORCYCLE

Alderman McPherson MOVED to adopt the proposed Ordinance Restricting the Operation of a Dirt Bike, All Terrain Vehicle and Mini Motorcycle 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 Simonetti.

Discussion:

Alderman Finn: At the Public Hearing I made the recommendation that the emergency services be exempt from this ordinance. Echo Hose is separate from the City; their vehicles are not owned by the City of Shelton. The Fire Departments have all-terrain vehicles and they use them as well. They have separate incorporations for all fire services, and they are not a part of the City. They buy them with their own money. Also if you recall in the last snowstorm, there were various Fire Department personnel pulling out their snowmobiles to assist the residents of Shelton, so that is why I am still looking to have it added on that emergency services shall be exempt from this ordinance.

Alderman Anglace: Clarification: Are you looking to exempt emergency services personnel, or City emergency services personnel? You have private people that come into town that have nothing to do with us.

Alderman Finn: I am looking to have City of Shelton emergency service personnel to be exempt from this ordinance.
Alderman Finn MOVED to make an amendment to have City of Shelton emergency services personnel be exempt from this ordinance.

SECONDED by Alderman McPherson. A voice vote was taken and the amendment to the ordinance passed unanimously.

Alderman Anglace MOVED to adopt the main motion as amended.

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

Public Hearing held on May 23, 2017

ORDINANCE RESTRICTING THE OPERATION OF A DIRT BIKE, ALL TERRAIN VEHICLE AND MINI MOTORCYCLE

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 that 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.

7.1_B AMENDMENT TO ORDINANCE #888 CHIEF OF POLICE CONTRACT

Alderman McPherson 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 Simonetti.

Discussion:

Alderman Finn: When I did my own homework and spoke to various individuals in the community, I have learned for myself of what the Chief has done over the course of time that he has been with the City. I have one question: The new contract for the Chief says 5 years. The old contract for Joel Hurliman was 3 years, and there being an additional one, 2-year period extension after that. My question is why 3 years to 5 years? I know the person is no more qualified for the position.

Alderman Anglase: That is the proposed contract that we have in front of us tonight, for Chief Shawn Sequeira.
Alderman Finn: The old contract for Joel Hurliman said a period from March 1, 2015 and the contract may be extended, at the Mayor’s sole discretion acting on behalf of the City, for two additional one years. My question is why the difference between what Joel Hurliman was receiving and what the new Chief will be receiving?

Alderman Anglace: That is a fair question. By definition, a contract is in negotiations. Chief Hurliman negotiated his contract, he signed off on it and we approved it. Chief Sequeira negotiated his contract with the City, and it is before us now for approval for ratification. One has nothing to do with the other.

Alderman Finn: It was based on the individual.

Alderman Anglace: It is based upon what the individual negotiates with and what the City accepts. That is what is proposed before us, and we are asked to ratify what is before us. What happened under Chief Siraco and Chief Voccola, or under any other chief has no bearing on this contract. This is strictly the document that is before us. You certainly did make a good observation. The contract term is limited to five years by the City Charter. Chiefs of Police can also be appointed under State Statutes which can give them a life appointment. Ours seriously restricts that so you can understand the back and forth.

Alderman Finn: Thank you. I was not here for the Public Hearing, as I was recovering from surgery.

A voice vote was taken and the contract is so declared as ratified unanimously.

Alderman Anglace: Now I would like to read into the record what was sent to me electronically late today from Alderman Noreen McGorty:
“John, I am unable to attend the meeting tonight. However, if I were able to be there I would vote against the contract for the Police Chief. I do not believe that the terms are in the best interest for our tax dollars. This is not personal, and I want to reiterate that I voted to ratify Shawn as Chief at the previous meeting. Lastly, I would like state formally that I am concerned about retaliation from the Police Department based on my position, on this matter. It will not be tolerated. Thank you”.

Regards,
Noreen

Public Hearing held on May 23, 2017

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 be 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: ____________________

8 FINANCIAL BUSINESS OLD

8.1 NO ITEMS

9 FINANCIAL BUSINESS NEW

9.1 JUNE STATUTORY REFUNDS

Alderman McPherson MOVED that the report of the Tax Collector relative to the refund of taxes for a total amount of $13,372.13 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 Simonetti. A voice vote was taken and the motion passed unanimously.

(Supporting documentation from the Tax Collector is on file with the Board of Aldermen Clerk or Town Clerk’s Office.)

9.2 FUNDING FOR RELOCATION OFLIGHTS ON CANAL STREET
Alderman McPherson MOVED to appropriate an amount of $4,000 for the relocation of street lights on Canal Street with funding to come from Contingency General Account #001-9900-900.99-00.

SECONDED by Alderman Simonetti.

Discussion:

Alderman Finn: The Maintenance Department is going to be moving the lights. Where are they moving the lights to? What lights are being moved?

Alderman Anglace: They are moving the lights around Canal Street. The lights are currently positioned right at the curb and they have had several incidents where cars had hit into the lights and knocked them down. We had to replace the whole thing. They are moving into the lawn to avoid that.

Alderman Finn: That is where it should have gone in the first place.

Alderman Anglace: Right, exactly.

Alderman Capra: What part of Canal Street?

Alderman Anglace: Where the pavilion is.

A voice vote was taken and the motion passed unanimously.

9.3 SUNNYSIDE SCHOOL ROOF REPLACEMENT AGREEMENT

Alderman McPherson MOVED to rescind any and all agreements for the replacement of the Sunnyside Roof Project previously passed by the Board of Aldermen.

Further move to approve the agreement between the City of Shelton and Young Developers, LLC for the replacement of Sunnyside School Roof and authorize Mayor Mark A. Lauretti to execute any and all documents necessary to effectuate the same.

SECONDED by Alderman Simonetti.

Discussion:

Alderman Simonetti: This is planned to be done this summer, completed in September before they start school?

Alderman Anglace: That is my understanding.

Alderman Simonetti: I just want to make sure that was on the record.
Alderman Finn: I had a comment on Facebook that one of the residents said they could have probably built a new school in the time that we are putting a new roof on the school.

A voice vote was taken and the motion passed unanimously.

9.4 2017 NEIGHBORHOOD ASSISTANCE TAX CREDIT PROGRAM

Alderman McPherson MOVED to approve the three proposals for the Neighborhood Assistance Tax Credit Program as submitted by the Community Development Director and authorize the proposals to be submitted to the State of CT Department of Revenue Services.

- SHELTON ECONOMIC DEVELOPMENT CORPORATION $15,000
- BOYS & GIRLS CLUB OF LOWER NAUGATUCK VALLEY $50,000
- JUNIOR ACHIEVEMENT OF WESTERN CONNECTICUT, INC. $25,000

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

10 – LEGISLATIVE - NEW

10.1 ITEMS TO PUBLIC HEARING

10. 1A NO ITEMS

EXECUTIVE SESSION

11.A REQUEST TO GO INTO EXECUTIVE SESSION

EXECUTIVE SESSION

At approximately 7:25 PM, Alderman McPherson MOVED to enter into Executive Session to discuss the following items:

11.1 ANTI-BLIGHT – 11 & 15 INDEPENDENCE DRIVE – LOT 53 & LOT 85
and invited Assistant Corporation Counsel Ramon Sous to remain in the auditorium during the Executive Session; SECONDED by Alderman Simonetti. A voice vote was taken and the motion passed unanimously.

**RETURN TO REGULAR SESSION**

At approximately 7:55 p.m. Alderman Finn MOVED to return to Regular Session; SECONDED by Alderman Simonetti. A voice vote was taken and the motion passed unanimously.

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

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**11.1 ANTI-BLIGHT – 11 & 15 INDEPENDENCE DRIVE – LOT 53 & LOT 85**

Alderman McPherson MOVED to authorize the Mayor, Corporation Counsel, and Assistant Corporation Counsel to take whatever legal action they determine necessary, regarding 11 & 15 Independence Drive, Shelton, CT.

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

SECONDED by Alderman Finn.

Following the vote on this motion, the public portion will reconvene to allow for any additional public commentary.

A voice vote was taken and the motion passed unanimously.

**CONTINUATION OF PUBLIC PORTION:**

*John Esposito, 5 Lexington Court*

I want to thank you for the opportunity to voice. My concern is and it is disturbing to me that over 50 years and also through a development in the area, it was well recognized that this area of the property was deemed undevelopable. It could not be developed because of this waste material that is buried there. For twenty years as I was married, it was deemed or understood as open space. Everyone was comfortable with that when we went into the neighborhood; it was very transparent by Toll Brothers with what that space was. People accepted that and made decisions to purchase their homes, and we
went forward with that. The disturbing part now it is exposed and knowledge of what is there. If I was to reflect and go back twenty years knowing what I see today, probably the majority of the people would not have purchased a property because of the unknown. Now that it is a done deal and is exposed, it is a matter of doing the right thing not fifty years ago but the right thing today. I realize that it was reflected by counsel that it is all business. I do not think as the body that we have elected to manager our city, that it should be looked at as business. It should be looked at what is the right thing to do for the environment, what is the right thing to do for the neighborhood, what is the right thing to do for the taxpayers who put you there and are probably paying for you. Not because a contractor made a mistake and because the contractor has financial burden of his mistake. I feel bad; I made mistakes in my life and I had to suck them up and it is what it is. The right thing to do is whatever has been exposed today, to be cleaned up and disposed of properly and to have the property put back into natural condition, whether it is going to be built, left open which is a decision that needs to be made. Thank you.

Chris Matowski, 12 Lexington Court

For the record, I would just like to say that because the amount of product that was pulled out of the ground, we know that it was rubber. It was shredded rubber, which poses a lot of risks. Some people say there it does not pose a risk, but it poses as a fire hazard. I contacted the Fire Chief, and he is also concerned about the amount of product there. It has the odor already; the health hazards we do not know. If it is not deemed hazardous, then why can’t we get rid of it? It must be somewhat hazardous. But without being hazardous, it does pose a risk. Again, 30+ years in the fire service, my father was a fireman in Shelton, in the 70s. Some of you still remember the days when we buried that stuff at the landfill down on Route 110 and we had fires for weeks. We do not want fires for weeks on this property because it would be a bad thing. I think it is urgent to not go through summer to go through a dry period when this stuff starts to dry out and cause more problems for the neighbors than what has already occurred.

Rob Lesko, 1 Lexington Court

I am on the corner of Independence Drive and Lexington Court. I just want to say that there was an email today and there were certain officials that were on the email. As neighbors, we wanted the site tested. The testing came back with no anomalies and no contamination, so therefore it is going to the next step which is going to take well into the summer. If it is not contaminated and no anomalies, we want this stuff out of here so why can’t the city dispose of this properly? Also like John had said, to put it back to open space or do whatever they want to do with it: develop it but we have the test results. They came in today which we wanted one month ago. We finally got those and I do not know if the blight is going to be lifted? There are so many emails going back and forth, and as Chris says that we want this stuff removed. It is not contaminated; I do not know if DEEP is going to approve this to re-bury it. It should not be reburied, but it should be removed. If anyone of you wanted to take a ride down there, which you probably already had, but it is a disaster. We are here as neighbors that would like to get a resolution and know of some dates of when this stuff is going to be cleaned up. Thank you.
Joe Hopkins, 19 Independence Drive
I am in the new section that was built a few years ago, that is behind the main road so I am abutting a property in question. It is about 80 feet from my front door, this pile of garbage. A few years ago, we spent one year building my home and a great deal of time and money was spent. It was supposed to be our dream home but now it is turning into a nightmare. I would like the waste to be removed from the property as well. I am not quite sure what type of leverage that we do have besides speaking publically like this. I do not see that it is any good for the environment, whether it is toxic or not. It is still garbage, and my wife and I prefer not to live next to a garbage dump whether it is buried or not. I spoke with people at Wetlands, people on DEEP and nobody seems to think that it has any benefits to the environment by being in the ground over there. Whether they deem it is okay to put back or not, I just want to voice my concerns about it. Whatever it takes to get it out of there. I know that there is a meeting next week at Wetlands and hopefully they do not allow it to go back into the ground within that buffer zone. It also has to go through DEEP so hopefully they deny it. That is all I have to say,

Donna Morrison, 12 Independence Drive
I live directly across the street of the lot that is in question. I actually just moved into the neighborhood around last July; two months before this construction occurred. I have three small children, two relatively small. I am concerned about the huge gaping open water that is across the street. I feel like that is a safety hazard for kids. I am worried about the mosquitoes. I also noticed rodents in my yard, large rats, and I think that is a safety hazard. So I am really in support of moving all of the dirt, garbage and rubber from our property as soon as possible. Thank you.

David Barry, 9 Lexington Court
I agree with everything that has been said here. What I am looking for, it has been at least 7 or 8 months. There were dates and a plan that we had put in place for that garbage to be taken away. When that sun starts to hit it and the bug infestation starts to come, the smells starts to reek around the neighborhood and it will only get worse. Please have a sense of urgency at this point because it has been ample time.

Steven Gould, 20 Lexington Court
I second everything that has been said thus far. I feel that it should have been buried in the first place, around 50 years ago. Our environmental laws and interest was not as high as it is today, and I cannot see reburying the problem. I would like to see it moved also. It is an eyesore, and there are going to be issues that are going to develop as a result of the summer going on. We do not know what the 90-degree temperatures are going to do, so please take action to remove this mess. Thank you.

Lynn Gould, 20 Lexington Court
I want to bring up another subject that no one has mentioned yet: that is our property values. This situation is affecting our property values when you drive into the neighborhood; it looks just terrible. I would like to have it removed as soon as possible.

Alderman Anglace: To summarize what I think I heard: urgency, act with dispatch. I think that is the action that the board has taken this evening to authorize the city legal team and administrative teams to get on it and do whatever they can, as quickly as they can. I think that is the best that we can tell you right now. The rest remains in their hands.

John Esposito: I just want to clarify that. I think that the environment, the health of the people is foremost. Obviously the concerns of the peoples’ investments and then lastly, if in fact there is nothing else ahead of that is the cost because as I mentioned earlier, what irritated me and I probably got more emotional of this comment versus the problem was that counsel representing the contractor referred to it as a business problem. He neglected to even discuss or have any kind of concern to the people, the environment, the health and safety; which was disturbing. I hope the power that you possess that have given you, to take that on to any litigation and course of action on these individuals. I do not want to hurt anyone, but at the end of the day I do not want to get hurt and I do not think anyone else in this room wants to get hurt. More importantly, the generations that are in that neighborhood today of future generations.

Alderman Anglace: I certainly appreciate your thoughts and getting your thoughts on record.

Alderman Simonetti MOVED to close the continuation of the public portion. SECONDED by Alderman McPherson. A voice voice was taken and the motion passed unanimously.

ADJOURNMENT

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

The meeting adjourned at approximately 8:11 p.m.

Respectfully submitted,

Brittany Gannon

Brittany Gannon, Clerk
Board of Aldermen