



## **REVISED**

BOARD OF ALDERMEN REGULAR MEETING AGENDA  
**THURSDAY, DECEMBER 14, 2023 AT 5:30 P.M. IN AUDITORIUM**  
SHELTON CITY HALL, 54 HILL STREET, SHELTON CT  
*Live-Streamed at [www.cityofshelton.org](http://www.cityofshelton.org)*

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*The Board of Aldermen Regular Meeting will be live-streamed on the City of Shelton's website: [www.cityofshelton.org](http://www.cityofshelton.org). Members of the public may also attend the meeting in person at Shelton City Hall.*

- CALL OF THE MEETING
- PLEDGE OF ALLEGIANCE
- ROLL CALL
- PUBLIC PORTION
- AGENDA ITEMS

### **MINUTES FOR APPROVAL**

#### 1. MINUTES FOR APPROVAL

- 1.1 BOARD OF ALDERMEN SPECIAL MEETING – NOVEMBER 9, 2023
- 1.2 SPECIAL ORGANIZATIONAL MEETING MINUTES – NOVEMBER 21, 2023

#### 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**

### **REPORT OF THE PRESIDENT**

#### **6- LEGISLATIVE – OLD**

- 6.1 ITEMS FROM PUBLIC HEARING
- 6.1 A. NO ITEMS

#### **7 – FINANCIAL BUSINESS – OLD**

- 7.1 NO ITEMS

#### **8 - FINANCIAL BUSINESS - NEW**

- 8.1 DECEMBER STATUTORY REFUNDS
- 8.2 FUNDING FOR SCAG STAND-ON WINDSTORM BLOWER – PARK & REC DEPT.
- 8.3 FUNDING FOR REPLACEMENT OF BOILER ROOM PUMP AT MOHEGAN SCHOOL

*Stephanie D. Johnson*  
2023 DEC 14 P 2:29  
CITY OF SHELTON  
TOWN CLERK

- 8.4 FUNDING FOR MINI-SPLIT A/C SYSTEM REPLACEMENT AT SUNNYSIDE SCHOOL
- 8.5 FUNDING FOR PINE ROCK PARK FIREHOUSE ROOF REPLACEMENT – LOCIP ELIGIBLE
- 8.6 ENDORSEMENT & APPROPRIATION FOR COMMUNITY CONNECTIVITY GRANT PROGRAM
- 8.7 SALE OF PORTION OF THE CITY RIGHT-OF-WAY ABUTTING 74 HARVARD AVENUE
- 8.8 193 HOWE AVENUE, SIDEWALK REIMBURSEMENT REQUEST
- 8.9 FUNDING FOR ENVIRONMENTAL LAND USE RESTRICTIONS SURVEY PROPOSAL
- 8.10 WAIVER OF BID FOR REPAIR OF DRAINAGE CULVERT ON VILLAGE DRIVE**
- 8.11 WAIVER OF BID FOR MILLING AND PAVING OF MALTBY & WOOSTER STREETS
- 8.12 APPROVAL OF GRANT APPLICATION – CT SECRETARY OF STATE REGARDING VOTING
- 8.13 ADOPTION OF NEWTOWN SAVINGS BANK RESOLUTION

**9 – LEGISLATIVE – NEW**

- 9.1 ITEMS TO PUBLIC HEARING
- 9.1 NO ITEMS

**10 - EXECUTIVE SESSION**

- 10.A. REQUEST TO MOVE TO EXECUTIVE SESSION
- 10.1 DEPTULA WORKER'S COMPENSATION
- 10.2 MIKO WORKER'S COMPENSATION
- 10.3 REED VS. CITY OF SHELTON
- 10.4 TAX APPEAL SETTLEMENT

ADJOURNMENT

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### 8.3 FUNDING FOR REPLACEMENT OF BOILER ROOM PUMP AT MOHEGAN SCHOOL

Move to appropriate an amount of \$7,059.46 for the replacement of the boiler room pump at Mohegan School with funding to come from

**American Rescue Funds.**

## 8.4 FUNDING FOR MINI-SPLIT A/C SYSTEM REPLACEMENT AT SUNNYSIDE SCHOOL

Move to appropriate an amount of \$3,774.98 for the replacement of a mini-split A/C System at Sunnyside School with funding to come from **American Rescue Funds.**

**REVISED**

8.10 WAIVER OF BID FOR REPAIR OF DRAINAGE  
CULVERT ON VILLAGE DRIVE

Move, per the recommendation of the Finance Director, to waive the bidding process for the repair of the drainage culvert leading to the headwall in the slope adjacent to 78 Village Drive.

*note: new BID waiver letter attached*



203-924-1555

*new letter*

*City of Shelton  
54 Hill Street  
Shelton, CT 06484*

City of Shelton  
Purchasing Department  
Waiver of Bid

Date: December 7, 2023  
TO: Board of Alderman  
FROM: Paul Hiller, Director of Finance, City of Shelton  
RE: Waiver of Bidding Process regarding Repair of Drainage Culvert to Village Drive

In accordance with Charter Section 7.14.3(d) and the information attached from Brian Roach, Supervisor, Highways and Bridges, dated June 30 2023, a waiver of the bidding process is hereby recommended for Aldermanic consideration. The Highways and Bridges Department made the decision to contract with Brennan Construction due to immediate availability, and to waive the bidding process. No other contractors were immediately available. Please see information attached.

Sincerely

Paul H. Hiller  
Director Of Finance  
City of Shelton

cc: Mark Lauretti, Mayor

## 8.11 WAIVER OF BID FOR MILLING AND PAVING OF MALTBY & WOOSTER STREETS

Move, per the recommendation of the Finance Director, to waive the bidding process for the milling and paving of Maltby and Wooster Streets.

*Note: new Bid waiver letter attached*



203-924-1555

*City of Shelton  
54 Hill Street  
Shelton, CT 06484*

City of Shelton  
Purchasing Department  
Waiver of Bid

Date: December 7, 2023  
TO: Board of Alderman  
FROM: Paul Hiller, Director of Finance, City of Shelton  
RE: Waiver of Bidding Process regarding Milling/Paving of Maltby & Wooster Streets

In accordance with Charter Section 7.14.3(d) and the information attached from Brian Roach, Superintendent, Highways and Bridges Department, dated June 19, 2023, a waiver of the bidding process is hereby recommended for Aldermanic consideration. The Highways and Bridges Department made the decision to contract with Brennan Construction, due to immediate availability and to waive the bidding process. Please see information attached.

Sincerely,

Paul H. Hiller  
Director Of Finance  
City of Shelton

*new  
letter*

cc: Mark Lauretti, Mayor

*motion & backup attached*

### 8.13 ADOPTION OF NEWTOWN SAVINGS BANK RESOLUTION

Move to adopt the following resolution:

1. That the Borrower be and it hereby is authorized to borrow the sum of five million two hundred eighty five thousand and 00/100 - \$5,285,000) – Dollars (the “Loan”) from Newtown Savings Bank (the “Bank”) pursuant to a financing commitment letter from the Bank to the Borrower dated November 29, 2023, as may be amended, and to grant such collateral securing the Loan as may be required by Bank; and it is

2. Further resolved, that the borrower be and it hereby is authorized to execute and deliver all such instruments, documents or agreements as Bank shall reasonably require in order to enable Bank to make said Loan to the Borrower: and it is

3. That the Bank be and hereby is designated a depository of the funds of this Borrower, and the Mayor is authorized to negotiate the terms of and to execute and deliver for and on behalf of the Borrower, each of the instruments, documents and agreements as may be necessary to consummate the Loan and/or as may be necessary or convenient to carry out any of the foregoing resolutions, is hereby authorized to sign, for and on behalf of this Borrower, any and all checks, drafts and other orders with respect to any funds at any time(s) to the credit of this Borrower with the Bank, and/or against any account(s) of this Borrower maintained at any time(s) with the Bank, inclusive of any such checks, drafts and other orders in favor of any of the above designated officer(s) and/or other persons(s), and that the Bank be and hereby is authorized: (a) to pay the same to the debit of any account(s) of this Borrower then maintained with it; (b) to receive for deposit to the credit of this Borrower, and/or for collection for the account of this Borrower, any and all checks, drafts, notes and other instruments for the payment of money, whether or not endorsed by this Borrower, which may be submitted to it for such deposits and/or collection, it being understood that each such item shall be deemed to have been unqualifiedly endorsed by this Borrower, and (c) to receive, as the act of this Borrower, any and all stop-payment instructions (inclusive of any relative agreement) with respect to any such checks, drafts, and other orders as aforesaid and reconciliation(s) of

account when given by any one or more of the officer(s) and/or other person(s) as hereinbefore designated.

4. That Mark A. Lauretti, Mayor, is hereby authorized, for and on behalf of this Borrower, to transact any and all other business with or through the Bank which at any time(s) may be deemed by the said officer(s) and/or other person(s) transacting the same to be advisable, including, without limited the generality of the foregoing authority to: (a) discount and/or negotiate notes, drafts and other commercial paper; (b) apply for letters or other forms of credit; (c) borrow money, with or without security; (d) assign, transfer, pledge or otherwise hypothecate any property of the Borrower; (e) purchase, exchange, sell, or otherwise deal in or with any stocks, bonds and other securities; (f) execute and deliver automated customer services and other agreements relative to performance of various computer services, and (g) in reference to any of the business or transactions referred to in this subdivision make, enter into, execute and deliver to the Bank such negotiable or non-negotiable instruments, indemnity, guaranty and other agreements, obligations as may be deemed by the officer(s) and/or other person(s) so acting to be necessary or desirable.

5. That any and all withdrawals of money and/or other transactions heretofore had in behalf of this Borrower with the Bank are hereby ratified, confirmed and approved, and that the Bank (and any interested third party) may rely upon the authority conferred by this entire resolution unless, and except to the extent that, this resolution shall be revoked or modified by a subsequent resolution of this Board, and until a certified copy of such subsequent resolution has been received by the Bank.

6. That the Bank be promptly notified in writing of any change of any holder or holders of such offices, and that, until so notified and receipt acknowledged by it in writing, the Bank shall be indemnified and saved harmless from any loss suffered or liability incurred by it in continuing to act in pursuance of these resolutions after such change without such notice.



Ms. Lynne Piscitelli  
Assistant Director of Finance  
City Hall  
54 Hill Street, 2<sup>nd</sup> Floor  
Shelton, CT 06484

November 29, 2023

RE: **Proposal Letter – \$5,285,000 Five Year Term Loan**

Dear Ms. Piscitelli:

Thank you for providing Newtown Savings Bank (“Bank”) the opportunity to provide you this Proposal Letter in connection with your request for financing. The Bank is proposing to provide financing in accordance with the following terms and conditions:

**Borrower:** City of Shelton

**Amount:** Up to \$5,285,000.

The City of Shelton retains the right to reduce the total amount borrowed to an amount of at least \$2,650,000, under the same terms.

**Loan Fees:** Waived

**Term:** Up to 5 years

**Interest Rate:** 4.30% fixed

**Repayment:** The loan will be repaid over five years. The first principal payment of \$1,057,000 will be due on December 15, 2024. Thereafter equal annual payments of \$1,057,000 will be due on December 15<sup>th</sup> in each subsequent year with the final payment due on December 15, 2028. Interest payments will be due semi-annually commencing on June 15, 2024.

**Depository Relationship:** Borrower will continue to maintain a depository relationship with the Bank.

**Expenses:** Regardless of whether the Loan closes, Borrower shall be responsible for all costs and expense of underwriting the proposed credit facility, including but not limited to costs for the Bank’s reasonable attorney’s fees.

**Other Conditions:** The Loan agreement, note, and deed, if applicable, that Borrower will execute at the time of closing, will contain certain promises and covenants on Borrower's part, including the

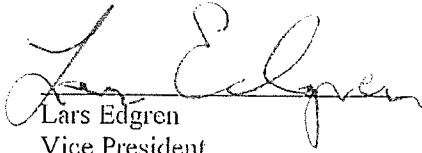
provision that Borrower will pay reasonable attorneys' fees and costs in the event of foreclosure or other action to collect the notes. Furthermore, if the outstanding principal on the Loan remains unpaid after acceleration due to demand or default, or after the Loan matures, interest on such outstanding principal shall accrue at a rate five percentage points in excess of the interest rate which would otherwise be in effect. Additionally, the note will provide for 5% late charges in the event Borrower is ten days' late with any payment due to Bank.

To ensure tax-exempt treatment, the Bank will require a copy of Form 8038 which the City of Shelton would file with the IRS. Please know that the rate that we quote is in anticipation of the Bank being able to treat the interest income as tax-exempt. Furthermore, the note will include a clause that the loan rate will adjust if the form is not completed or is rejected by the IRS. The proposed loan will be booked as a General Obligation of The City of Shelton.

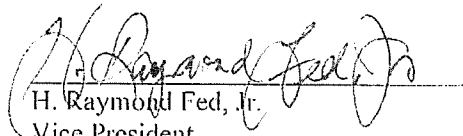
**THIS PROPOSAL LETTER IS AN EXPRESSION OF INTEREST AND IS NOT TO BE CONSIDERED A COMMITMENT.** The terms and conditions of the proposed financing arrangement(s) described herein are delivered to you with the understanding that neither this letter, nor the substance of this letter, shall be disclosed to anyone outside your organization except for those who are in a confidential relationship to you. Newtown Savings Bank reserves its rights to request and require additional information in its sole discretion. If you desire Bank to continue its process of approval, please return a signed copy of this letter as soon as possible in order to allow us to comply with your closing requirements.

We thank you for the opportunity to address your banking needs and look forward to the continuation of our mutually beneficial banking relationship. If you have any questions or wish to discuss the above in further detail, please do not hesitate to contact us at (203) 364-2945 or (203) 364-2941.

Very truly yours,  
NEWTOWN SAVINGS BANK

  
Lars Edgren  
Vice President  
203-364-2945

NEWTOWN SAVINGS BANK

  
H. Raymond Fed, Jr.  
Vice President  
203-364-2941

Accepted and Agreed to:

\_\_\_\_\_  
Mark A. Lauretti, Mayor, on behalf of the  
City of Shelton

Date: \_\_\_\_\_