



# City of Ansonia

253 Main Street  
Ansonia, Connecticut 06401

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*cut*  
TOWN AND CITY CLERK  
ANSONIA, CONNECTICUT

## ANSONIA BOARD OF ALDERMEN MEETING AGENDA

February 13, 2024

7:00 PM

Join Zoom Meeting

<https://us06web.zoom.us/j/82329903761?pwd=wxtSO5ZLL0SfC1g4ez7RcFDvoQ0rNM.1>

Meeting ID: 823 2990 3761

Passcode: 619229

one tap mobile

+13052241968, 82329903761# US

+13092053325, 82329903761# US

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSIDERATION OF PREVIOUS MINUTES

PUBLIC SESSION

PUBLIC OFFICIAL SESSION

FINANCIAL REPORTS

- a. Finance Committee
- b. BOAT Recommendations
- c. Request for Refunds

MONTHLY REPORTS

ACCIDENTS AND CLAIMS

COMMUNICATION

1. Shawn Venson, a resident of Ansonia and Co-Chair of the Dr. Martin Luther King Brotherhood Awards, has requested approval to name the Middle School gymnasium after Mr. Marvin H. Franks.

	2. John P. Marini, City Corporation Counsel Re: Distribution of Settlement proceeds, PLH Vineyard Sky, et al. v. Ansonia
	3. President Joshua Shuart, Chairman of Ansonia Fire Commission Re: Disposition of Fire Equipment
RESIGNATIONS	Historical Commission- Mr. Daniel Bosques
RESOLUTION	Resolution authorizes the Board of Education to apply for a grant for the Full Roof Replacement Project at the Ansonia High School.
APPOINTMENTS	See Mayor's Letter: February 7, 2024
ORDINANCE	Penalty for work without 1. Zoning permit 2. Traffic Protection
NEW BUSINESS	
OLD BUSINESS	Acceptance of Proposal to Negotiate Potential WPCA Sale Re: Aquarion Water Company (see online)
EXECUTIVE SESSION	1. Claim No. 12-23-1049 Re: Frances Quinones requests reimbursement for a rental car and gas expenses.  2. Diaz V. City of Ansonia- pending litigation, assessment appeal  3. Proposed Easement Re: United Illuminating (Disposition of City Property).
ACTION ON EXECUTIVE SESSION ITEMS IF ANY	
ADJOURNMENT	

#### NOTICE TO THE PUBLIC

To ensure ADA Compliance please call (203)-736-5900 48 hours prior to the meeting.

**ANSONIA LAND USE DEPARTMENT  
MONTHLY REPORT**

**I. Activity for January 2024**

	<b>Blight</b>	<b>Zoning</b>	<b>Building</b>	<b>Wetlands</b>
Complaints	28	0		
Investigations/Inspections	28	3	48	0
Remediated/Resolved Blight Cases				
Total Service Requests closed	30			
Blight Appeal Hearings	0			
Illegal Apartment Complaints		3	0	
Illegal Apartment Shutdowns		0	0	
Clean and Liens	0			
Active Cases	75			

21 FEB -9 PM 12:52  
TOWN AND CITY CLERK  
*Debra Bank*  
ANSONIA CONNECTICUT

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**II. Permits Issued**

Zoning: 17 Building: 43 Electric: 30 HVAC: 8 Plumbing: 8 Demolition: 2  
Wetlands: 0 Planning & Zoning: 0

**III. Revenue July -January 2024**

Building	\$95,029.16
Electric	45,237.44
HVAC	18,380.26
Plumbing	11,875.32
Demolition:	2,760.00
Zoning	21,154.74
Planning & Zoning	5,550.00
Wetlands	160.00
Maps & Copies:	40.09
Blight Enforcement:	547,797.12
Relocation Fees	0
<b>TOTAL REVENUE:</b>	<b>\$747,984.13</b>

**IV. Revenue January 2024**

\$1,701.72
8,795.00
1,548.20
981.50
615.00
2,360.00
0
0
0
21,301.24
0
<b>\$37,302.66</b>

**LIBRARY BOARD REPORT Feb. 2024**

**CHILDREN'S LIBRARIAN REPORT: JEN SHUART**

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TOWN AND CITY CLERK  
ANSONIA, CONNECTICUT

**JANUARY EVENTS:**

**1/2 TAKE AND MAKE: PAPER PEOPLE SELF-PORTRAIT DOLLS**

**1/2 HEDGEHOG SCAVENGER HUNT AVAILABLE**

**1/8 STORYTIME FOR THE LITTLES**

**1/9 STORYTIME FOR THE BIGS**

**1/10 HEAD, SHOULDERS, KNEES AND TOES YOGA**

**1/11 TAYLOR SWIFT FRIENDSHIP MAKING**

**1/16 STORYTIME FOR THE BIGS**

**1/18 LEGO CLUB**

**1/22 STORYTIME FOR THE LITTLES**

**1/24 HEAD, SHOULDERS, KNEES AND TOES YOGA**

**1/25 READING TO JULIE THE THERAPY DOG**

**1/29 STORYTIME FOR THE LITTLES**

**1/30 STORYTIME FOR THE BIGS**

**ACKNOWLEDGEMENTS:**

**ISABELLA VITERI FROM ANSONIA MIDDLE SCHOOL IS INTERESTED IN ORGANIZING A BOOK DRIVE FOR THE CHILDREN'S AND TEEN ROOM, WITH THE HELP OF MRS. SANTIAGO, AS PART OF A SERVICE PROJECT FOR THE NATIONAL HONOR SOCIETY.**

**UPDATES:**

**1/2 THE ANSONIA LIBRARY IS REGISTERED TO PARTICIPATE IN THE CT ALL READS PROGRAM FOR MIDDLE SCHOOL AND TEENS**

**1/15 JEN SHUART IS REGISTERED FOR THE CT LIBRARY CONSORTIUM CONFERENCE HELD IN APRIL IN MYSTIC, CT**

**1/30 THE DATE SET FOR TOY LIBRARY GRAND OPENING IS FEB 21ST AT 11 AM (SEE ATTACHED INVITE) A SCHOOL READINESS CLASSROOM FROM PRENDERGAST SCHOOL WILL BE AT THE LIBRARY FOR THE TOY LIBRARY GRAND OPENING, WHICH WAS FULLY FUNDED BY A GRANT FROM TRAVELING TOYS, INC.**

**1/30 THE RESULTS FROM THE CT STATE LIBRARY REPORT FOR FY2023 HAVE BEEN COMPUTED AND THE STATISTICS ON HOW THE ANSONIA LIBRARY SERVED PATRONS IS ATTACHED BELOW.**

**COMMUNITY OUTREACH:**

**1/2 937 FAMILIES CURRENTLY SUBSCRIBE TO THE NEWSLETTER**

**1/11 5 TAB VOLUNTEERS FOR TAYLOR SWIFT BRACELET MAKING**

**1/19 JEN SHUART VISITED 4 SCHOOL READINESS PREK CLASSROOMS AT PRENDERGAST SCHOOL**

**1/25 JEN SHUART ATTENDED PRENDERGAST SCHOOL'S FAMILY LITERACY NIGHT FOR A PJS AND STORYTIME AND LIBRARY CARD REGISTRATION EVENT**

**1/31 THERE ARE CURRENTLY 49 HIGH SCHOOL STUDENTS REGISTERED FOR THE TEEN ADVISORY BOARD.**

**1/31 952 FAMILIES CURRENTLY SUBSCRIBE TO THE NEWSLETTER**

**PROFESSIONAL DEVELOPMENT:**

**1/8 JEN SHUART AND JENN LESTER PARTICIPATED IN SESSIONS 6, 7, AND 8 OF THE CT STATE LIBRARY BEBS: BUILDING EQUITY BASED SUMMERS INITIATIVE.**

**SESSION 6 OF THE CT STATE LIBRARY BEBS: HOW TO REACH THE COMMUNITY WITH FOCUSED AND STRENGTH-BASED QUESTIONS FOR CONVERSATIONS AS WELL AS ASSESSING WHAT CAN BE LEARNED AND APPLIED FROM THESE CONVERSATIONS AND WHAT THE NEXT STEPS WE CAN TAKE TO MOVE FORWARD.**

**SESSION 7: HOW WHITE SUPREMACY IS DEFINED AND WHAT DOES SUCCESS IN SUMMER SERVICES LOOK LIKE?**

**SESSION 8: LOOKING AT SUCCESS: WHAT DOES SUCCESS LOOK LIKE AND HOW IS IT MEASURED?**

**1/10 JEN SHUART ATTENDED THE CT LIBRARY CONSORTIUM MEETING: STRATEGIES FOR BUDGETS**

**1/17 JEN SHUART ATTENDED THE CT LIBRARY CONSORTIUM MEETING: GETTING STARTED WITH THE CLC ORIENTATION: FINDING SHORTCUTS WITHIN THE CLC**

**1/23 JEN SHUART ATTENDED THE CT LIBRARY CONSORTIUM MEETING: CHILDREN'S ROUND TABLE: SUMMER READING**

**1/31 JEN SHUART ATTENDED THE ONLINE COMPUTER LIBRARY CENTER'S MEETING: BUILDING AUTHENTIC RELATIONSHIPS WITH UNDERSERVED COMMUNITIES**

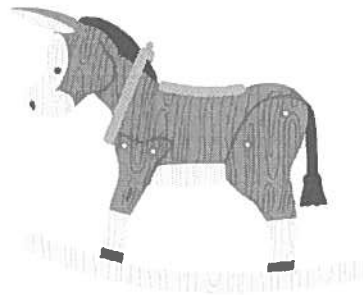
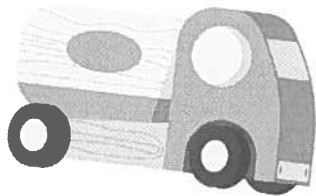
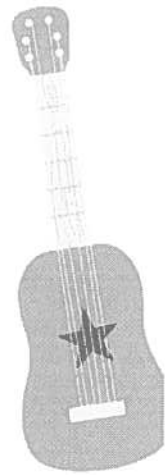
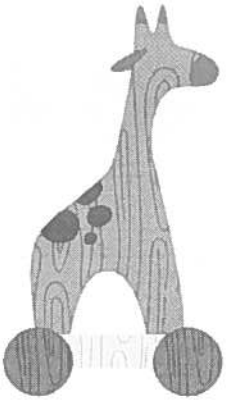
**JEN SHUART  
CHILDREN'S LIBRARIAN  
ANSONIA LIBRARY  
AN-JSHUART@BIBLIO.ORG  
203-922-3104**



PLEASE JOIN US FOR THE  
GRAND OPENING OF THE

## ANSONIA LIBRARY'S TOY LIBRARY

WEDNESDAY,  
FEBRUARY 21  
@ 11 AM  
IN THE CHILDREN'S ROOM

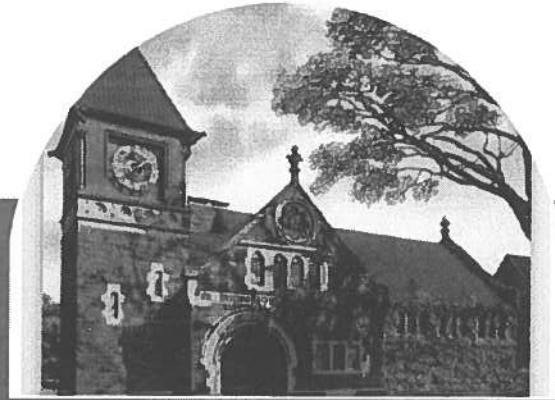


**YOU ARE INVITED TO THE TOY LIBRARY GRAND OPENING! A PRENDERGAST PREK SCHOOL READINESS CLASSROOM WILL JOIN US AS PART OF THEIR FIELD TRIP TO THE LIBRARY AND WE WOULD LOVE TO HAVE YOU JOIN US FOR THE UNVEILING OF THIS NEW RESOURCE THAT THE LIBRARY IS OFFERING TO THE RESIDENTS OF ANSONIA.**



## Ansonia Library

At A Glance | FY2023



**28,600**  
LIBRARY VISITS

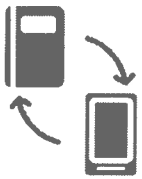
1.51 visits per resident



**182** IN-PERSON & VIRTUAL PROGRAMS

4,141 in-person & virtual program attendees

10,920 reference questions answered



**27,016** ITEMS CIRCULATED

1.43 physical & electronic items borrowed per resident



**2** PUBLIC COMPUTERS

1,184 public computer uses



**\$459,359** ANNUAL OPERATING INCOME

\$24.28 per resident

98% of all municipal revenue is used to support the public library



*"I have lived in New York City, Greenwich and West Hartford, CT and the children's programming there is a distant second to programs organized at Ansonia Library."*

**ELIZABETH SCHENKER**  
Ansonia Library Patron

Statistics from "Connecticut's Public Libraries: A Statistical Profile, 2022-2023" by the Connecticut State Library.





**THE ANSONIA LIBRARY AT PRENDERGAST SCHOOL'S FAMILY LITERACY NIGHT: LIBRARY CARD REGISTRATION, FOLLOWED BY AN INTERACTIVE STORYTIME IN PAJAMAS.**



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24 FEB -6 AM 10:27

*Elizabeth S. Lynch*  
TOWN AND CITY CLERK  
ANSONIA, CONNECTICUT

City of Ansonia

# TAX COLLECTOR'S REPORT: JANUARY 2024

Prepared by: Johanna Figueroa, CCMC, Tax Collector

[jfigueroa@ansoniaact.org](mailto:jfigueroa@ansoniaact.org)

# Table of Contents

Page 1 Cover Page

Page 2 Table of Contents

Page 3 Collection Analysis

Page 4 Bill Type Analysis By Dollar Collected

Page 5 Bill Type Analysis By Percentage

Page 6 Problem Accounts

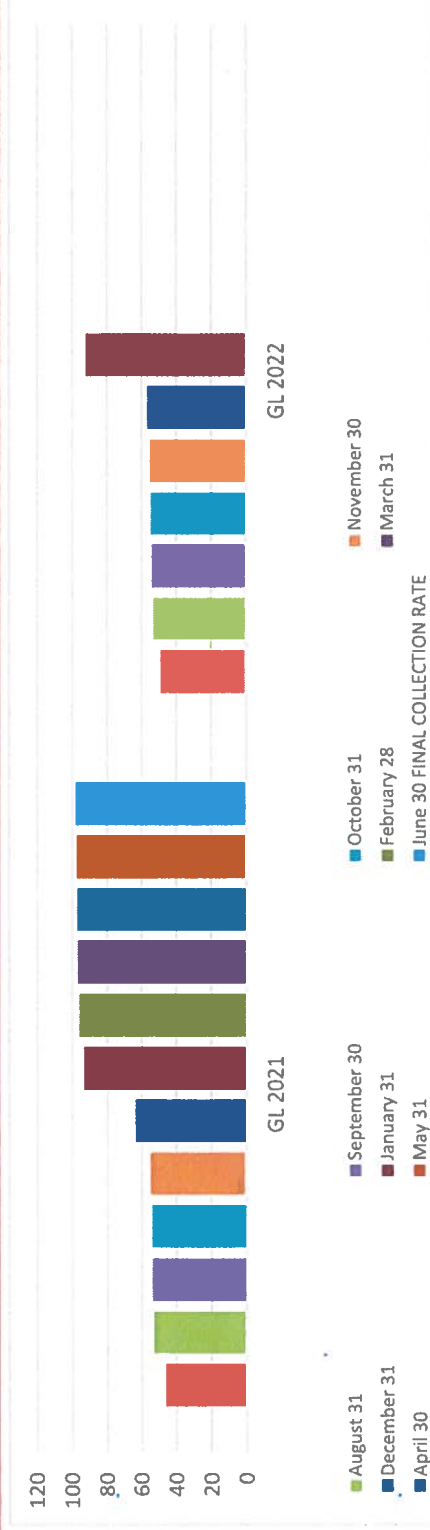
Page 7 Online VS In-Person

Page 8 Budget Projection VS Revenue Collected (all bill types)

Page 9 Fifteen Year Collection Analysis

**JANUARY 2024**

GL 2021		GL 2022	
MONTH	FISCAL 22/23	FISCAL 23/24	
July 31		45.82	48.59
August 31		52.91	53.01
September 30		53.68	53.78
October 31		54.04	54.4
November 30		54.64	54.94
December 31		62.94	56.52
January 31		93.12	<b>92.04</b>
February 28		95.87	
March 31		96.73	
April 30		97.1	
May 31		97.32	
<b>June 30 FINAL COLLECTION RATE</b>		<b>97.96</b>	



As of January 31, 2024, the percentage of total collection for the grand list 2022 is **92.04%**.

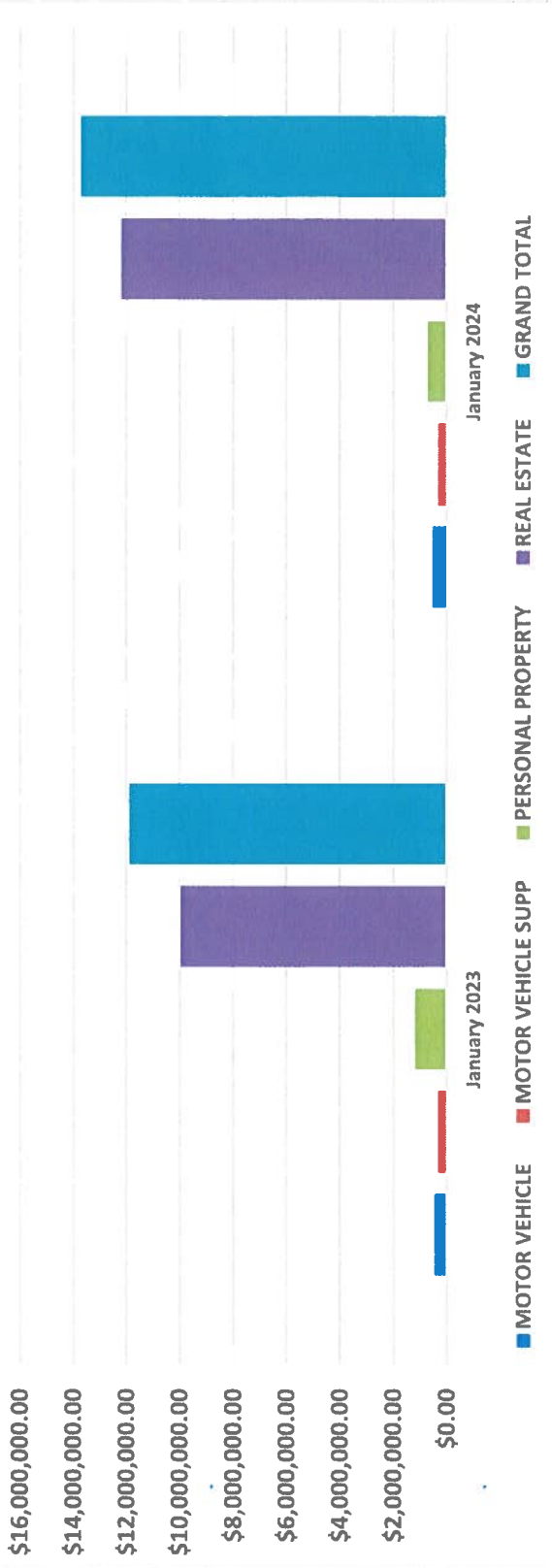
As of February 5, 2024, the percentage of total collection for the grand list 2022 is 94.59%.

February 28, 2023 was 95.87%.

**JANUARY 2024**

MONTH	MOTOR VEHICLE	MOTOR VEHICLE SUPP	PERSONAL PROPERTY	REAL ESTATE	GRAND TOTAL
January 2023	\$448,059.05	\$313,327.18	\$1,156,138.73	\$9,963,670.69	\$11,881,195.65
January 2024	\$516,895.55	\$294,866.90	\$693,349.19	\$12,210,315.19	\$13,715,426.83

**REVENUE COLLECTED**



Compared with the prior year, the dollar amount collected increased for motor vehicle and real estate, and decreased for motor vehicle supp, and personal property. Of our current \$38,639,440.21 adjusted tax levy, the total revenue collected (not including interest, liens or fees) is \$35,880,587.58 (includes back taxes and suspense).

Total back tax and suspense collected \$317,588.49 Total current tax collected \$35,562,999.09.

**JANUARY 2024**

MONTH	MOTOR VEHICLE	MOTOR VEHICLE SUPP	PERSONAL PROPERTY	REAL ESTATE
January 2023	81.58%	97.78%	54.29%	95.13%
January 2024	78.79%	88.21%	51.36%	95.12%



Compared with the prior year, the percentages of revenue decreased for all bill types. Motor vehicle (-2.79%), motor vehicle supp (-2.93%), personal property (-9.57%), and real estate (-.01%).

# Problem Accounts

\*Total does not include interest, liens, or fees\*

Total \$ 1,598,321.25

<u>Name</u>	<u>Address</u>	<u>Reason of Problem</u>	<u>Tax Dollars</u>
Marcucio John N	34.5 Benz St aka 341/ Benz St	Bankruptcy	\$15,262.85
	34 Benz St Rear	Bankruptcy	\$29,557.06
Thomas Larry & Angela	40 Eills St	City Foreclosing	\$23,513.80
Sponheimer Trustee	OS LaRovera Terr	Title Error	\$37,945.30
Ansonia Copper & Brass Inc	75 Liberty St	City Foreclosing	\$765,648.82
Zelanin, Russell	72 Myrtle Ave	Bankruptcy	\$35,159.28
Heusser Frank & Dolores M	27 Prindle Ave	Bankruptcy	\$37,897.64
Ansonia Copper & Brass	7 Riverside Dr	City Foreclosing	\$602,990.76
Heusser Frank & Dolores M	142 Wakelee Ave	Bankruptcy	\$50,345.74

**Any prior problem accounts that are no longer listed have been warranted with a Marshal.**

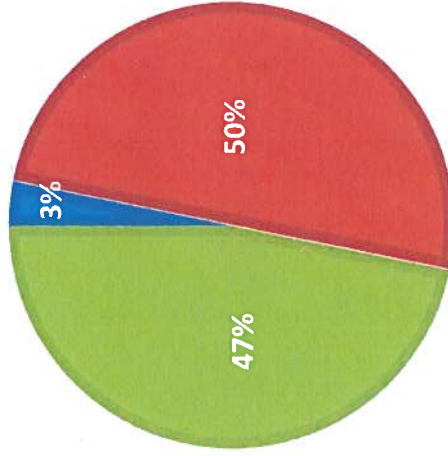
### ONLINE VS IN-PERSON\* COLLECTION

\*In-person collection includes but not limited to: lien assignments, cash, checks, mail, collection agency, lockbox, electronic filing, tax sales, online payments.

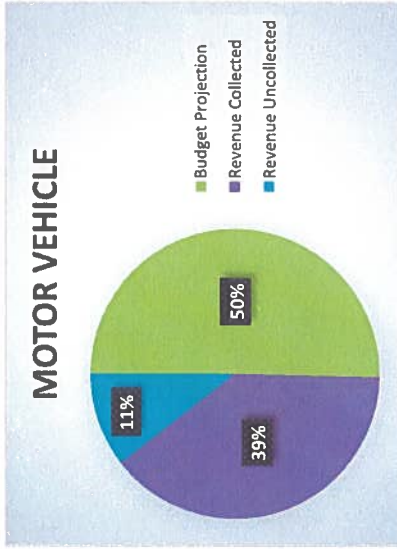
ONLINE VS IN-PERSON	TOTAL RECEIVED
Total Accounts Online = <b>1316</b>	<b>\$878,890.02</b>
Total Accounts In-person = <b>7881</b>	<b>\$13,828,249.73</b>
Difference = <b>6565</b>	<b>\$12,949,359.71</b>

### ONLINE VS IN-PERSON

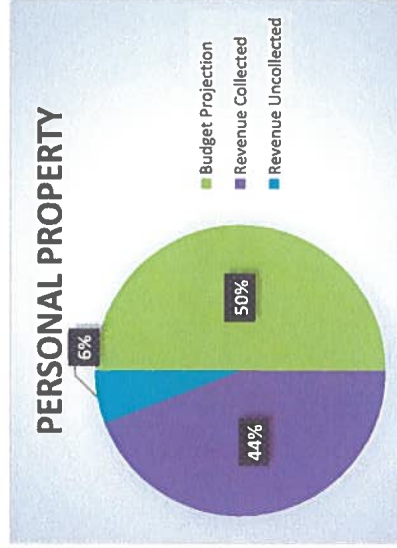
■ Total Accounts Online = 1316   ■ Total Accounts In-person = 7881   ■ Difference = 6565



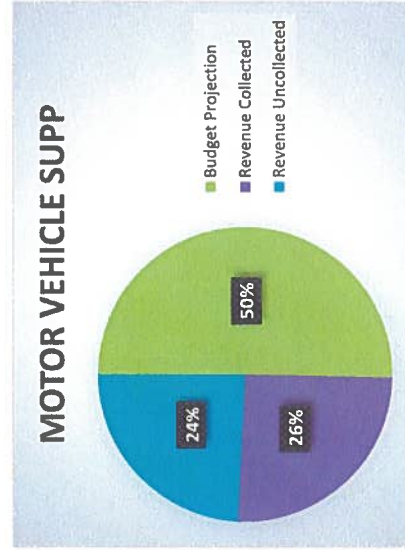
MOTOR VEHICLE	TOTAL
January 2024	
Budget Projection	\$4,874,019.53
Revenue Collected	\$3,780,367.76
Revenue Uncollected	\$1,017,798.66



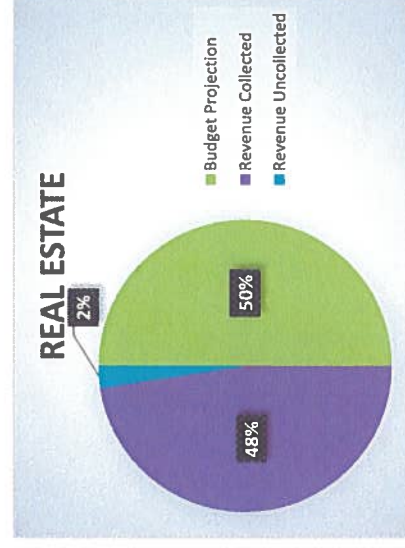
PERSONAL PROPERTY	TOTAL
January 2024	
Budget Projection	\$2,214,212.23
Revenue Collected	\$1,951,284.91
Revenue Uncollected	\$260,802.70



MOTOR VEHICLE SUPPLEMENTAL	TOTAL
January 2024	
Budget Projection	\$587,089.13
Revenue Collected	\$297,265.29
Revenue Uncollected	\$281,512.99



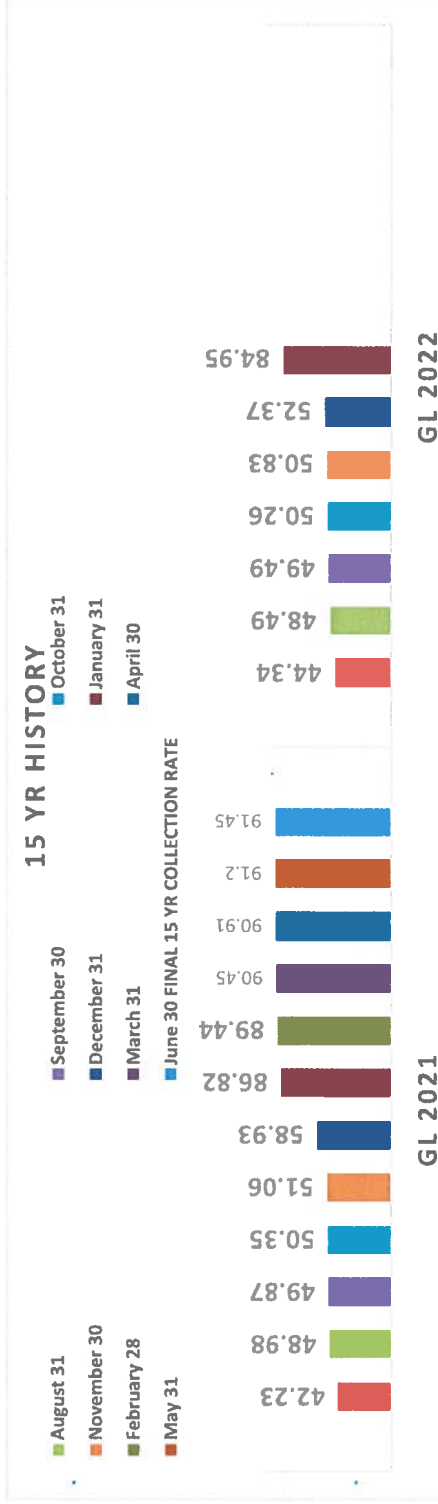
REAL ESTATE	TOTAL
January 2024	
Budget Projection	\$31,101,322.71
Revenue Collected	\$29,534,081.13
Revenue Uncollected	\$1,516,326.77





**JANUARY 2024**

MONTH	GL 2021		GL 2022	
	FISCAL 22/23		FISCAL 23/24	
July 31		42.23		44.34
August 31		48.98		48.49
September 30		49.87		49.49
October 31		50.35		50.26
November 30		51.06		50.83
December 31		58.93		52.37
January 31		86.82		<b>84.95</b>
February 28		89.44		
March 31		90.45		
April 30		90.91		
May 31		91.2		
<b>June 30 FINAL 15 YR COLLECTION RATE</b>		<b>91.45</b>		



As of January 31, 2024, the percentage of total collection for the grand list 2022 is **84.95%**.

As of February 5, 2024, the percentage of total collection for the grand list 2022 is 87.28%.

February 28, 2023 was 89.44%.



COMMUNICATION #1 - 2/13/2024

Shawn Venson  
Co-Chair, Dr. Martin Luther King Brotherhood Awards Black History Program

February 7, 2024

Honorable David S. Casetti, Mayor  
City of Ansonia

Mr. Richard Bshara  
Chair, Board of Education  
City of Ansonia

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CITY CLERK  
ANSONIA, CONNECTICUT

Dear Mayor Casetti and Mr. Bshura:

I am writing to you on behalf of the Dr. Martin Luther King Jr. Brotherhood Awards Black History Program Committee and as a lifelong resident of the Ansonia community with a heartfelt request. As a proud member of this community and an advocate for honoring those who have made significant contributions to our school and its students, I would like to propose naming the middle school gymnasium after Mr. Marvin H. Franks in part as recognition of his many years of service to the students of Ansonia. On February 24, 2024, the Dr. Martin Luther King Jr. Brotherhood Awards Committee will honor Mr. Franks with this year's award for his service and commitment to Ansonia Public Schools.

Mr. Franks was the first certified African American teacher in the Ansonia Public Schools where he taught for 40 years before his retirement in 2010. During his tenure as a teacher in Ansonia he taught at Willis Grammar School and developed many programs, including the Multi-Cultural Program, Science Cub, Chess Club, and a Homework Club. Mr. Franks was also nominated as Teacher of the Year in Ansonia in 1984, 1985, and 1986. During his lengthy career, he was heavily involved in athletics. In the 1970s as the basketball coach for the freshmen and JV teams at O'Brien Technical High School. He organized the girls' and boys' intramural basketball teams, the freshman boys' basketball team which was undefeated under his leadership in the 1980s. In addition, Mr. Franks was the varsity softball coach for Ansonia High from 1984-2000. His teams made 11 state tournament appearances including the finals when they lost by a score of 1-0. His history as a pre-eminent softball coach is noted through winning the Naugatuck Valley League Championship in 1993, a silver medal in 1996, and a gold medal in 1997 during the Nutmeg State Games.

Mr. Marvin Franks dedicated forty years of his life to Ansonia Public Schools as a teacher as both a beloved basketball coach and an inspirational teacher. His impact on our school community extends far beyond the basketball court or the classroom. He was not only committed to fostering athletic excellence but also to instill values of teamwork, discipline, and perseverance in all of his students.

During his tenure, Mr. Franks led his teams in basketball and softball to numerous victories, instilling a sense of pride and sportsmanship in Ansonia public schools and the community as a whole. Moreover, he touched the lives of countless students through his dedication to teaching and mentorship, shaping them into responsible and successful individuals.

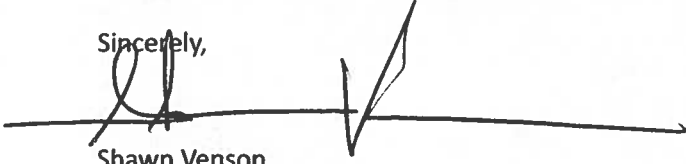
Naming the middle school gymnasium after Mr. Marvin H. Franks would serve as a lasting tribute to his legacy and the positive impact he had on generations of students in Ansonia and the state of

Connecticut. It would also inspire current and future students to emulate his example of excellence, integrity, and service.

I believe that renaming the middle school gymnasium in Marvin H. Frank's honor would not only be a fitting tribute but also a meaningful way to preserve his memory for years to come. I kindly request that you consider this proposal and initiate the necessary steps to make it a reality.

Thank you for your attention and consideration in this matter. I am available to discuss this further and provide any additional information or support needed to move forward with this initiative.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shawn Venson', is written over a horizontal line. The signature is stylized and includes a large, sweeping flourish that extends to the right.

Shawn Venson

Ansonia Resident and

Co-Chair of the Dr. Martin Luther King Brotherhood Awards Black History Program

COMMUNICATION #2 - 2/13/2024



## City of Ansonia

253 Main Street  
Ansonia, Connecticut 06401

RECEIVED FOR FILE

26 FEB -9 PM 12:52

*Deane Baur*  
TOWN AND CITY CLERK  
ANSONIA, CONNECTICUT

Dr. Joshua Shuart  
President  
Ansonia Board of Aldermen

February 9, 2024

Re: **Settlement Funds Distribution, PLH Vineyard Sky, et al. v. Ansonia**

President Shuart:

As you know, last year the Board of Aldermen authorized settlement of a federal lawsuit commenced against the City of Ansonia by the developers of a solar farm on 31 Benz Street. The solar development was approved by the State Siting Council – over the City’s objection – and therefore does not fall under the jurisdiction of the City’s local land use boards. The lawsuit was commenced over the City’s refusal to allow the developer to tie into the City’s storm water sewer system without adequate assurance that the developer would follow all protocols established and approved by the siting counsel.

As the result of a mediation in this matter conducted on September 13, 2023, the City and developer agreed upon terms – authorized by the Board of Aldermen and recommended by independent mediator Roy L. De Barbieri – to resolve the claim in a manner that protects Ansonia residents while allowing the solar project to proceed as directed by the State Siting Council.

Specifically, the settlement achieves the following for the City and its residents:

- **A \$40,000 settlement to the City**, which the Mayor’s office hereby recommends be distributed to all homeowners directly impacted by the solar development. A list of all residents abutting, and/or directly facing without impediment, the solar project on 31 Benz and the developer’s property at 135 Hill Street, has been assembled and attached hereto as EXHIBIT A. *It is recommended that the one-time settlement proceeds be evenly apportioned to this list of homeowners.*
- **A yearly PILOT payment (payment in lieu of taxes)** on otherwise untaxable solar equipment, payable to the City by the developers relative to 31 Benz Street in the amount of \$15,000 per year for the first 10 years, \$9,000 per year for the second ten years, and \$12,000 per year thereafter. *Importantly, solar panels are otherwise not taxable under Connecticut law.*

- **Preservation of a portion of the Hill Street property (approximately one third of the property abutting Sharyl Drive) to be permanently dedicated to the City as open space.**
- **The installation of a fixed-knot game fence as a perimeter fence for the solar facilities, in addition to the row of arborvitae trees required by the Siting Council plan, to mitigate the visual impact on abutting properties.**
- **Payment to the City of a \$180,000 tax credit, upon the operation of the proposed solar facilities.**
- **An agreement by developer to remediate any/all blighted conditions on the residential property located on the Benz property.**

The settlement agreement is attached as EXHIBIT B, for your reference.

Please let this letter serve as a formal request, on behalf of the Mayor's Office, that the Board of Aldermen vote to disperse the \$40,000 in settlement funds to the homeowners identified in EXHIBIT A, as recommended above.

Sincerely,



John P. Marini  
Corporation Counsel

Attachments

**EXHIBIT**

**A**

## SOLAR FARM ABUTTERS

### Adjacent to 31 Benz St. only

1 White Oak  
3 White Oak  
5 White Oak  
7 White Oak  
9 White Oak  
11 White Oak  
15 White Oak  
17 White Oak  
19 White Oak  
9 Benz St.  
41 Benz St.  
16 Shortell Dr.  
18 Shortell Dr.  
20 Shortell Dr.

### Across the street from Solar Farm

16 Benz Street  
18 Benz Street  
20 Benz Street  
22 Benz Street  
24 Benz Street  
26 Benz Street  
28 Benz Street  
32 Benz Street  
34 Benz Street  
36 Benz Street  
38 Benz Street  
40 Benz Street

### Adjacent to 135 Hill St.

150 Myrtle Ave.  
131 Hill St.  
5 Shortell Dr.  
11 Shortell Dr.  
13 Shortell Dr.  
15 Shortell Dr.  
17 Shortell Dr.  
22 Shortell Dr.  
21 White Oak  
23 White Oak



# EXHIBIT B

## SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") dated as of September 13, 2023 is among (i) PLH Vineyard Sky LLC ("PLH"), (ii) Ecos Energy LLC ("Ecos"), (iii) Allco Finance Limited ("Allco"), (iv) Windham Solar LLC ("Windham"), (v) Vineyard Sky Farms Corp ("VSF" and collectively with Allco, PLH, Ecos and Windham the "Settling Parties") and (iv) the City of Ansonia (the "City"). The Settling Parties and the City are also referred to collectively herein as the "Parties" and individually as a "Party."

**WHEREAS**, PLH is the owner of 31 Benz Street in the City, which VSF and Allco are lessees (the "Benz Street Property");

**WHEREAS**, VSF is the owner of 135 Hill Street in the City (the "Hill Street Property and together with the Benz Street Property, the "Properties");

**WHEREAS**, on June 21, 2021, the State of Connecticut Siting Council ("CSC") approved the petition of Windham for the construction, maintenance, and operation of an aggregate of 1.99 megawatts (MWs) of solar photovoltaic electric generating facilities located at 31 Benz Street in the City (together the "Benz Street Facilities");

**WHEREAS**, VSF desires to develop a 0.99MW solar facility at the Hill Street Property (the "Hill Street Facility" and together with the Benz Street Facilities, the "Solar Facilities")

**WHEREAS**, the City has notified PLH of a purported blight violation at 31 Benz Street (the "Blight Dispute") and has filed a lien on the property at 31 Benz Street in connection therewith (the "Lien"), both of which PLH disputes;

**WHEREAS**, on November 5, 2021, VSF filed an application for a zoning permit to clear the trees at 135 Hill Street (the "Clearing Application") and, as of the date hereof, the City has not processed the Clearing Application;

**WHEREAS**, on December 6, 2021, Ecos filed an application for a building permit to connect 31 Benz Street to the City's stormwater sewer system (the "Stormwater Application" and together with the Clearing Application, the "Applications") and, as of the date hereof, the City has not processed the Stormwater Application;

**WHEREAS**, the Parties have resolved all outstanding issues between them, including with respect to the development of the Solar Facilities at the Properties, the Blight Dispute, the Lien and the Applications, and as such wish to memorialize their mutual understandings in this Agreement and stipulate as to certain conditions, as further set forth below.

**THEREFORE**, in consideration of the mutual promises and representations below, and intending to be legally bound, the Parties hereby agree as follows:

1. Commencing in the year which the Benz Street Facilities achieve commercial operation, PLH will make annual payments to the City in the following amounts per year in lieu of any real or personal property taxes that may otherwise be due with respect to the Benz Street

Property (including the Solar Facilities and any personal property and equipment located at the Benz Street Property): (i) \$15,000 per year for the first 10 years, (ii) \$9,000 per year for the second ten years and (iii) \$12,000 per year for years 21 and beyond, subject to the As-Built Adjustment. Commencing in the year which the Hill Street Facility achieves commercial operation VSF will make annual payments to the City in the following amounts per year in lieu of any real or personal property taxes that may otherwise be due with respect to the Hill Street Property (including the Solar Facilities and any personal property and equipment located at the Hill Street Property): (i) \$15,000 per year for the first 10 years, (ii) \$9,000 per year for the second ten years and (iii) \$12,000 per year for years 21 and beyond, subject to the As-Built Adjustment. If any of the Solar Facilities are built in part on both the Benz Street Property and the Hill Street Property, the stated amount for such facility will be apportioned to each property based on the MW size of the project located on such property (the "As-Built Adjustment"). For the avoidance of doubt, any additional residential structures built on the 31 Benz Street or Hill Street Properties will not be subject to the foregoing tax arrangement and will be separately taxed by the City.

2. Within 4 weeks of the date hereof, Ecos agrees to make a commercially reasonable good faith effort to cure any blighted conditions on the property. Within 3 months hereof, Ecos agrees to demolish the dilapidated garage subject only to the availability of a contractor to perform such work. Ecos agrees to use commercially reasonable good faith efforts to hire such contractor on a timely basis to meet the deadline.

3. Within fifteen (15) days of the satisfaction of the City's obligations under paragraph 4, Allco will make a one-time payment to the City in the amount of \$40,000.

4. The City agrees to the following:

- a. The City agrees that there has is no blight violation at either of the Properties, hereby withdraws all Blight violations, and agrees to promptly discharge the Lien placed on the Benz Street Property by the City;
- b. The City agrees that the Facilities can tie into the City Stormwater system and that each of the Applications shall be promptly approved without further condition and in any event no later than October 1, 2023; provided that with respect to the Stormwater Application, the permit shall reflect that the City shall have the right to inspect the stormwater system in the immediate vicinity within 7 days of the date hereof and if the City determines that the stormwater system in the immediate vicinity needs repair, Ecos agrees that it will not tie into such system for a period of 2 months following such determination;
- c. The City agrees to send a letter to DEEP indicating its approval of the Stormwater Application no later than November 15, 2023;
- d. The City agrees to send a letter(s) to the Siting Council no later than November 15, 2023, supporting the Hill Street and Benz Street Facilities; which Solar Facilities may be in any configuration provided that such facilities are designed within the clearing limits depicted on Exhibit A hereto; and
- e. The City agrees to issue of all City required permits to authorize the construction of two small roof-mounted solar facilities on the house and new garage on the Benz Street

property no later than two weeks after a complete application is submitted to the City, and contingent on such application meeting the City's existing standards and guidelines concerning such applications.

5. The City will support the development of the Solar Facilities. This means that the City will not participate in any proceeding at the state or local level, whether in the court system or any administrative proceeding, contested or otherwise, unless such participation is to support all aspects of the Solar Facilities, and confirm such support via letter to the Siting Council on or after November 15, 2023, as the Settling Parties shall reasonably request.

6. The City will have all necessary permits and other approvals and releases of easements issued in order to implement the purposes and requirements of this Agreement; including, but not limited to an easement (if necessary) to bury underground wires and conduit under the "old town road" that divides the Properties. If the "old town road" is owned by the State, the parties shall work in good faith to obtain the necessary easement.

7. From and after the date hereof, the Settling Parties shall at all times comply with any and all Construction Sequences approved by the Siting Council relative to the Hill Street and Benz Street Facilities.

8. Settling Parties agree to use a fixed-knot game fence as the perimeter fence for the Solar Facilities, to be installed by, and at the cost of, the Settling Parties.

9. Ecos agrees to enter the Facilities into Connecticut's contingent virtual net metering program with either Ansonia as the host customer or an agricultural host (who would allocate virtual net metering credits to Ansonia) on the same terms and conditions as the agreement with Westport attached hereto as **Exhibit B** provided that there is projected to be sufficient available virtual net metering credits for the Facilities. For the avoidance of doubt, Ecos makes no guarantees as to whether there will be capacity in the program or whether Ansonia will be accepted into it. Both parties agree to work in good faith to complete the application to the program on a timely basis. Ecos' agreement in this paragraph is contingent on the United Illuminating Company restoring the renewable energy credit contracts to full 15-year contracts from the estimated commercial operation date or some time after such commercial operation date.

10. Subject to the Facilities achieving commercial operation, Ecos will dedicate the land indicated on **Exhibit A** as land to be dedicated to the City as open space land in perpetuity.

11. Subject to the Facilities achieving commercial operation and receipt of the Low-Income Community bonus investment tax credit (the "Tax Credit") for both Facilities, Ecos will pay the Town \$180,000. For the avoidance of doubt, this payment will be apportioned if not all 3MW are built. For example, if only 2MW are built and achieve commercial operation, the Town shall receive \$120,000 upon the receipt of the Tax Credit. The City agrees to cooperate fully with the application process that is made to the Internal Revenue Service.

12. Nothing in this Agreement shall be interpreted as a waiver of the City to charge the Settling Parties with established permit and application fees other than with respect to the Stormwater Application.

13. With respect acts or conditions arising from and after the date hereof, nothing in this Agreement shall be interpreted as preventing the City from enforcing its Building, Zoning and/or Blight Codes on the Hill Street and Benz Street Facilities, subject to the authority of the Connecting Siting Council.

14. The Settling Parties and the City agree to file within 15 days of full execution of this agreement, a motion or other stipulation that would terminate the claims against the City in the litigation in Federal District Court for the District of Connecticut entitled *PLH Vineyard Sky LLC et al. v. City of Ansonia et al.*, Case No. 3:23-cv-00833-KAD.

15. The Settling Parties, on the one hand, and the City, on the other hand, completely, unconditionally, finally and forever release and discharge the other, and their respective employees, attorneys, agents, officers and directors of and from any and all liability, rights, demands, claims, obligations, causes of action, actions, suits, controversies, debts due, sums of money, interest, attorney's fees, and damages of every kind, nature and description whatsoever, both known and unknown, which may exist as of the effective date of this Settlement Agreement related to the Properties.

16. Each of the Parties represent and warrant that they have the power to enter into, execute, deliver and carry out the terms of this Agreement and to perform their respective obligations under this Agreement and all such actions have been duly authorized by all necessary proceedings on their part.

17. This Agreement is governed by Connecticut law.

18. Each Party agrees to do or cause to be done such further acts and things, and to deliver or cause to be delivered such additional agreements, consents, and instruments, as is reasonably required to carry into effect the purposes of this Agreement and the transactions contemplated hereby.

19. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument and shall be binding upon the person executing the same. This Agreement may be executed by a signature page delivered by telecopier or by a PDF file via email, in which case the party so executing this Agreement shall promptly thereafter deliver its originally executed signature page (but the failure to deliver an original shall not affect the binding nature of such Party's signature).

20. This Agreement may be amended only by a writing specifically referring to this Agreement that is dated after the date hereof and signed by or on behalf of each of the Parties

hereto. Any waiver of any party's rights is effective only if in writing signed by such Party and any such waiver shall be effective only for the specific matter waived and shall not be deemed to apply to any other conduct, provision or other matter. No amendment or waiver of any provision of this Agreement by oral communication or course of dealing shall be effective.

21. Any Party hereto may file this Agreement with any agency or court.

[SIGNATURE PAGES TO FOLLOW]

Dated this <sup>13</sup> [ ]<sup>th</sup> day of September 2023.


**PLH VINEYARD SKY LLC**

By:   
Michael Melone, Esq.


**ECOS ENERGY LLC**

By:   
Michael Melone, Esq.


**ALLCO FINANCE LIMITED INC.**

By:   
Michael Melone, Esq.

**VINEYARD SKY FARMS CORP.**

By:   
Michael Melone, Esq.

**WINDHAM SOLAR LLC**

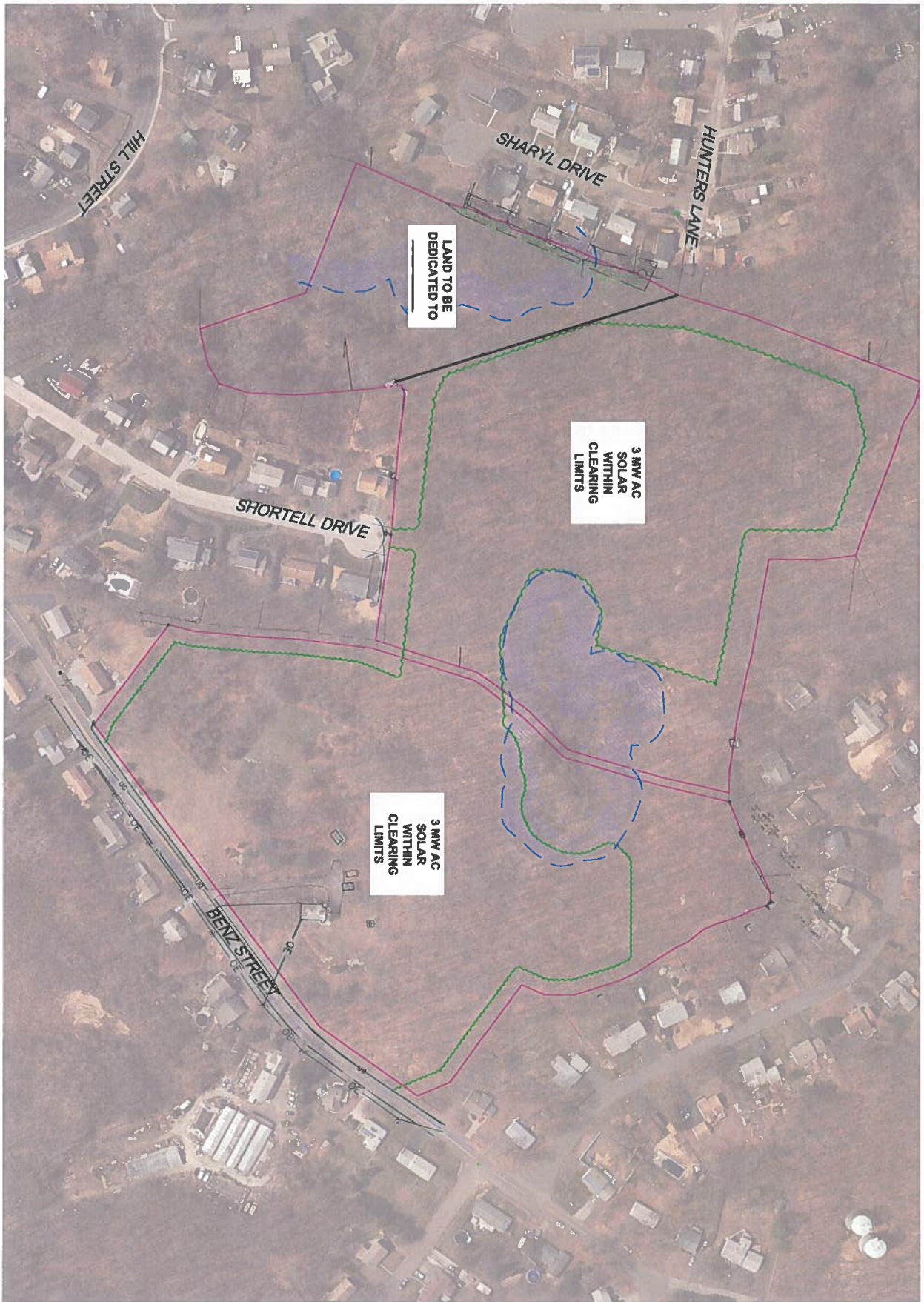
By:   
Michael Melone, Esq.

Dated this 13<sup>th</sup> day of September 2023.

**THE CITY OF ANSONIA**

By: 





COMMUNICATION #3 - 2/13/2024



## City of Ansonia

253 Main Street  
Ansonia, Connecticut 06401

RECEIVED FOR FILE

26 FEB -9 PM 12:52

*ant* *Wanda Burt*  
TOWN AND CITY CLERK  
ANSONIA, CONNECTICUT

February 9, 2024

At the last regular monthly meeting, held January 31, 2024, the members of the Ansonia Fire Commission discussed a communication from Department Fire Chief Alex Horjatschun. This letter is attached. Commission members voted unanimously in favor of the request, and to further to send it to the Board of Aldermen for consideration. As noted in the Chief's letter, these items are no longer utilized by AFD, but since this is city equipment, we seek to have the authorization to discard, move to the fire museum, or redistribute elsewhere in the city (if desired).

Best regards,

Josh Stuart, Chairman  
Ansonia Fire Commission



# City of Ansonia

253 Main Street  
Ansonia, Connecticut 06401

1/31/24

Attention Fire Commission:

I am seeking permission to dispose of outdated Ansonia Fire Department equipment that is no longer used by our members. The age of this equipment makes it obsolete as parts can no longer be serviced, repaired, or replaced. We are seeking to transfer items numbered #1 through #6 to the Ansonia Fire Museum. As for items #7 through #9, if there are any other departments within the city that would like to take ownership may do so otherwise, they will be disposed of

The items that should be disposed are the following:

1. Hurst portable power unit (Simo Power Unit) #363R217-1, Serial #00123234
2. Hurst spreader rescue tool, Serial #109085
3. Hurst cutter rescue tool, Serial #N4655
4. Hurst Ram tool, Serial #4115M
5. Hurst Ram tool, Serial #9976M
6. Hurst hydraulic hose, one length of red hose, one length of blue hose
7. Homelight 3" Trash pump, Model 195432, Serial #00926364
8. Homelight 3" Trash pump, Model 195432, Serial # missing, City of Ansonia Property Bar Code #002889
9. Maco air cascade bottle filling station equipment, includes a diesel generator, four steel cylinder bottles, brackets, fill station controls, manuals, and spare parts. No serial number available

Respectfully,

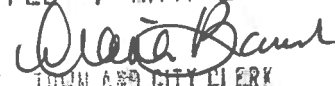


Alex Herjatschun  
Fire Chief

RESIGNATION

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26 FEB -7 AM 11:27

*cut*   
TOWN AND CITY CLERK  
ANSONIA, CONNECTICUT

February 7, 2024

Dear City of Ansonia,

It is with great regret that I have to inform you that I am resigning from my duties to the Historical and Historic District Commissions in the City of Ansonia, effective immediately. There are personal health and family issues that require me to make this decision.

As mentioned in the January 2024 Historical Commission meetings, I am committing to helping with the current Essay Contest. I plan to help judge the essays along with Jennifer Bosques and Jenn Shuart.

Sincerely,



Daniel L. Bosques

RESOLUTION #1 - 2/13/2024

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21 FEB -9 PM 12:56

*Carole Deane Paul*  
TOWN AND CITY CLERK  
ANSONIA, CONNECTICUT

Item #3 for January 18, 2024

**Ansonia High School**

**Resolved**, that the Ansonia Board of Aldermen authorizes the Ansonia Board of Education to apply to the Commissioner of Education and to accept or reject a grant for the FULL Roof Replacement Project at the Ansonia High School.

**Resolved**, that the Ansonia School Building Commission is hereby established as the building committee for the Roof replacement project at the Ansonia High School.

**Resolved**, that the Ansonia Board of Aldermen hereby authorizes the preparation of schematic drawings and outline specifications for the Roof replacement project at the Ansonia High School.

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The 2 Funding Resolutions Required for the High School Roof Replacement Project

The Ansonia Board of Aldermen hereby authorizes the expenditure of 100% of the project revenues or \$5,025,000 to complete the Ansonia High School Roof Replacement Project.

The Ansonia Board of Aldermen hereby authorizes the financing of the local share up to or \$1,708,000 of the Ansonia High School Roof Replacement Project cost.



APPTS

David S. Cassetti  
Mayor

# City of Ansonia

OFFICE OF THE MAYOR  
CITY HALL  
253 Main Street  
Ansonia, Connecticut 06401

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24 FEB -7 AM 11:27

*David Cassetti*  
OFFICE: (203) 736-5900  
FAX: (203) 734-3853  
E-mail: [dcassetti@ansoniacct.org](mailto:dcassetti@ansoniacct.org)

February 7, 2024

Board of Aldermen:

Pursuant to my powers under the City Charter and Code, I hereby submit the following appointments:

### BOARD OF ASSESSMENT APPEALS (2-YRS)

Michelle Libby (U)  
256 North State St  
Ansonia, CT 06401

Term expires: 11-30-26  
Re-appointment

John Maloney (R)  
P.O. Box 69  
Ansonia, CT 06401

Term expires: 11-30-26  
Re-appointment

Gary Cassetti (D)  
102 Root Ave  
Ansonia, CT 06401

Term expires: 11-30-26  
Replacement: Florence Camilleri

Brian Laskey (R)  
16 Hull St  
Ansonia, CT 06401

Term expires: 11-30-26  
Replacement: Susan Nargi

### HISTORICAL COMMISSION (2-YRS)

John Maloney (R)  
P.O. Box 69  
Ansonia, CT 06401

Term expires: 11-30-26  
Replacement: Daniel Bosques

Michelle Libby (U)  
256 North State St  
Ansonia, CT 06401

Term expires: 11-30-26  
Re-appointment

Thomas P. Clifford III (D)  
10 S Westwood Rd  
Ansonia, CT 064010

Term expires: 11-30-26  
Re-appointment

Bartholomew Flaherty (D)  
28 Pinecrest Ave  
Ansonia, CT 06401

Term expires: 11-30-26  
Re-appointment



---

**David S. Cassetti, Mayor**

**NOTICE TO THE PUBLIC**

**To ensure ADA Compliance please Call (203)-736-5900 48 hours prior to the meeting.**

ORDINANCE # 1 - 2/13/2024

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Cert. *Debra Bank*

**NEW ORDINANCE**

Commencement for work for which a zoning permit is required prior to issuance of a zoning permit shall be punishable by a fine of two hundred fifty dollars (\$250.00) each day that said work continues. Fees assessed under this section may be liened against the property upon which said work occurs. This ordinance shall take effect March 1, 2024 and shall not be applied retroactively to work commenced prior to that date.

TOWN AND CITY CLERK  
MIDDLETOWN, CONNECTICUT



ORDINANCE #2 - 2/13/2024 RECEIVED FOR FILE

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*out*  
TOWN AND CITY CLERK  
ANSONIA, CONNECTICUT

**REVISED ORDINANCE**

Sec. 24-29. - Traffic protection.

The following applies to construction, excavation, power line installation/repair, telephone line installation/repair, cable installation/repair and/or any other activity in which a public roadway is being excavated or obstructed. It shall be the duty of every permittee, construction company or utility company under this article to make certain that the security of the travelling public is safeguarded and its rights are not unreasonably curtailed. If any excavation or obstruction shall be left upon any highway at night it shall be marked by flares, lanterns, lights, flashing beacons or other warning devices approved by the Public Works Director or Chief of Police. engineer. If the work performed on or under the highway/roadway shall make the travelled portion dangerous for the movement of vehicles, a watchman or a sufficient number of flagmen or a police officer(s) shall be assigned by the permittee, construction company or utility company to direct traffic. The Chief of Police shall designate specific streets/roadways wherein it will be mandatory that such police traffic protection be secured. For other Streets/Roadways that are not determined to need mandatory police traffic protection, the determination as to whether or not police protection is required at such site for the activities described herein shall be decided on a case-by-case basis by the Chief of Police or in his/her absence, a respective designee. The cost of all watchmen, flagmen or police officers shall be the responsibility of the permittee, construction company or utility company. In the event the work of the permittee, construction company or utility company requires the closing of a public highway for any period of time, notice shall be given in writing to the police department and the director of public works or his/her designated representative twenty-four hours in advance, unless emergency circumstances exist. Any street/roadway that is required to be closed shall require police traffic protection for the duration of the closure, regardless of whether the street had a mandatory police traffic protection designation or not. The Chief of Police or Public Works Director may determine the need for closing the highway and may require the work or work method be so altered as to provide for traffic flow if the closing of the street is not acceptable. The director or his agent shall provide written notice to the police and fire departments in advance of closing any public highway. Any permittee, construction company or utility company who leaves an excavation in an unsafe condition or abandons a street opening shall be liable for all costs incurred by the city to correct such conditions.

These regulations shall not apply to construction/excavation being completed by the Connecticut Department of Transportation or the Ansonia Public Works Department. Those agencies shall be allowed to use their own flagmen as an option to direct traffic.