

City of Derby

Board of Aldermen

First Ward

Barbara L. DeGennaro
Thomas J. Donofrio
Stephen M. Iacuone

Second Ward

Joseph L. DiMartino
Arthur T. Gerckens
Ronald M. Sill

Third Ward

Carmen T. DiCenso, President
Peter M. Olenoski, Jr.
Tony Staffieri

Board of Alderman Meeting Minutes
Aldermanic Chambers, City Hall
1 Elizabeth Street, Derby, CT
February 25, 2016

1. Call to Order.

Mayor Dugatto called the meeting to order at 7:00 PM.

2. Pledge of Allegiance.

Mayor Dugatto led the Pledge of Allegiance.

3. Roll Call.

Mayor Dugatto requested roll call.

The Board of Aldermen present were Ms. DeGennaro, Mr. Donofrio, Mr. Iacuone, Mr. DiMartino, Mr. Gerckens, Mr. Sill, Mr. DiCenso, Mr. Olenoski, and Mr. Staffieri.

4. Additions, Deletions, Corrections and Adoption of Agenda

Mr. DiCenso motioned to move item 11.2 to a new 7.3, delete items 13.2 and 14.2, and remove item 11.3 and send it to the Operations and Procedures Committee. Mr. DiMartino seconded and the motion carried.

5. Public Portion

Marc Garofalo – asked the Board to note that Helen Dripchak passed away this week. She was the first female city clerk and worked at city hall from 1949-1988.

A moment of silence was held.

Richard Dziekan – Spoke about the Hops Company. He asked the board to look into the lighting issues. He also said that cars are parking behind Adams and on Marshal Lane where there are no sidewalks. He's concerned it will turn into a frat house. He's all for business in town, but it is a residential area and wants to keep it safe.

6. Approval of Minutes

6.1. Regular Full Board Meeting –January 28, 2016

6.2. Special Joint Meeting – February 16, 2016

Ms. DeGennaro motioned to table items 6.1 and 6.2, Mr. DiMartino seconded and the motion carried with all in favor.

7. Administrative and Appointments

7.1 Move to approve refund of excess taxes paid through February 18, 2016 in the amount of \$508.72.

Motioned by Mr. Sill, seconded by Ms. DeGennaro and carried with all in favor.

7.2 Move to approve appointment of Bruce Sill to the Parks and Recreation Commission.

Motioned by Mr. Staffieri, seconded by Mr. DiMartino and the motion carried.

7.3 Move to authorize the return of tax monies, \$4,748.75, to Newtown Bank as it was erroneously paid regarding 130 Main Street.

Attorney Teodosio stated that the property was condemned and due to a bank error, the property taxes were paid twice.

Motioned by Ms. DeGennaro, seconded by Mr. Olenoski and the motion carried.

8. Sub-Committee Reports

8.1. Blight Committee

8.1.1. Move to place property known as 226 Derby Avenue on the blight list.

Motioned by Mr. DiCenso, seconded by Mr. Donofrio and carried with all in favor.

8.2. Community Relations

8.2.1. Move to authorize the Boys and Girls Club to use the greenway on April 17th for their annual 5K walk commencing at 7:00 am to 12:00 pm subject to providing evidence of insurance satisfactory to the city and contacting the Fire Department, Police Department, and EMS.

Motioned by Mr. Sill, Mr. Staffieri seconded and the motion carried.

8.2.2. Move to authorize the Shelton Knights of Columbus Bernardo Counsel #1350 to use the greenway on April 23rd for their annual 5K walk commencing at 8:00 am to 11:00 am subject to providing evidence of insurance satisfactory to the city and contacting the Fire Department, Police Department, and EMS.

Motioned by Mr. Sill, Mr. Staffieri seconded and the motion carried with all in favor.

8.2.3. Move to install a street light on pole number 1211 Hawthorne Avenue.

Motioned by Mr. Sill, seconded by Mr. DiMartino and the motion carried.

Mr. Staffieri asked if they were low or high intensity and said he would like a high intensity light. Mr. DeFala said he would make that request.

8.3. Operations & Procedures

8.3.1. Move to approve agreement between Michaud Accavallo Woobridge & Cusano, LLC and the City of Derby and to authorize Mayor Anita Dugatto to execute said agreement.

Moved by Mr. Gerckens and seconded by Mr. Olenoski.

Mr. DiCenso asked if this is something that should go out to bid. Attorney Welch said that it does have to go out to bid. Mr. McLiverty said it was just an extension of a previous contract. Attorney Welch said that it has to go out to bid. Mr. McLiverty said they will do an RFQ. Mr. Gerckens and Mr. Olenoski withdrew their motion.

8.3.2. Move to authorize the placement of temporary signs, which signs are subject to all other rules and regulations of the City of Derby, on the following city property:

- Fence located at Elizabeth and Main Street
- Corner of Main and Bridge Street
- Island at Cedric and Hawthorne
- On corner near BJ's at beginning of Greenway
- In front of Irving School
- In front of Bradley School

Moved by Mr. Gerckens and seconded by Mr. Olenoski.

The Board discussed the locations. Mr. Sarmiento stated that the first two locations are State right of ways and signs cannot be placed there.

Mr. Gerckens amended his motion to remove the fence at Elizabeth and Main. Mr. Olenoski agreed to the change and the motion carried.

8.3.3. Move pursuant to Charter Section 66 to adopt the following regulations relative to the purchase of any work, undertaking, supply or supplies or expenditure of funds when required pursuant to said section: Bid Form, Form Contract which may be revised and amended subject to Corporation Counsel approval, and Non-Collusion Affidavit.

Motioned by Mr. Gerckens and seconded by Mr. Olenoski.

Ms. DeGennaro asked Attorney Welch about discounts for contractors that pay taxes in the city and if a resolution had been drafted. Attorney Welch said they couldn't change the charter by an ordinance. They would have to, for example, adopt a resolution waiving bids up to 10,000, and then they could go out to bid with a 10% discount. Ms. DeGennaro asked Attorney Welch to review Section 66.

The motion carried. Ms. DeGennaro abstained.

City of Derby
Finance Department
1 Elizabeth Street
Derby CT 06418
203-736-1450

Bid Requirements

This sheet is designed for your assistance and guidance when submitting your proposal of a bid to the City of Derby. Return all bids to the above address.

Number of Copies:

All submitted bids should have **no less than two sealed copies** when submitting to the Finance Committee. Since some departments require more, please make sure you follow the departments specification's.

Non-Collusion Affidavit: (submit as page two of submitted bid)

Pricing:

Bid should be submitted on your letterhead unless a pricing sheet is included within the specifications. All bids shall be honored for no less than 90 days from bid opening date, bid extension date or clarification of contracts.

Insurances/Bonding: (page three of submitted bids)

The City requires Bid Bond of five (5% of the amount of the bid or a bank check drawn to the Treasurer of the City in the amount of five (5%)) of the bid for all projects and must be a part of your submittal. Upon award and contract issuance, the City may require a payment and performance bond in the amount of the contract which shall be binding upon the awarding, with a surety or sureties satisfactory to the City, for the protection of persons supplying the labor or materials in the prosecution of the work provided. The successful contractor shall be required to furnish with their bid a **Certificate of Insurance acceptable to the City, naming the City as an additional insured. Tax Bonds:** All non-resident contractors are required to post a Guaranty Bond (form AU-766 or Cash Bond (AU-72) in the amount required by the state. This bond will secure payment for applicable taxes payable to the State with regard to the project.

Prevailing Wages:

Under the Davis-Beacon Act, all construction projects for public works, prevailing wage schedules must be part of any and all specifications. Construction Projects that are considered are remodeling, refurbishing, rehabilitation, alterations or repair(s) whose value exceeds \$100,000 and projects for new construction where values exceed \$400,000.

For questions on prevailing wage, visit the Department of Labor's web page at www.CTDOL.State.CT.US

Waiver or Rejection of Bids:

The City's Finance Committee reserves the right to reject any and all bids in whole or in part, or to waive any informality or technicalities regarding said proposals; or to accept any proposal or part thereof deemed to be in the best interest of the City of Derby. Please be advised that if you are awarded a project from the City of Derby **do not** start work without a signed Purchase Order or Agreement. Both are legal documents engaging you to carry out the projects specifications. Carrying out a project without one of these documents in place can result in your lost time and revenue.

Please have your insurance carrier reference bid number on all Certificates of Insurance

- **Specifications supersede bid requirements above**

If this project is state funded and is 50,000 dollars or more, state set asides 4a-60, 4a-60a, 4a-60g, 46a-68b-46a-68f will apply

Suspension and Debarment.

The City will not enter into contracts with parties that have been debarred, suspended or excluded from Federal assistance programs per 2 CFR part 180 and part 1532 and 40 CFR part 31.35

Further, the bidder is required to verify that the bidder, or its principals, as defined at 49 CFR 19.995, or affiliates, as defined at 49 CFR 29.40 and 29.945.

The bidder is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City if it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

AGREEMENT

THIS AGREEMENT, entered into on this _____ day of _____, 20____ by and between the **CITY OF DERBY** (hereinafter referred to as the "**CITY**") and _____ (hereinafter referred to as the "**CONTRACTOR**");

WHEREAS, the **CITY** desires to _____

NOW, THEREFORE, **CITY** and the **CONTRACTOR** for the consideration of One (\$1.00) Dollar and other valuable consideration and under the terms and conditions hereinafter set forth, hereby agree as follows, to wit:

1. The **CITY** hereby engages the **CONTRACTOR** and the **CONTRACTOR** hereby agrees to _____
2. Additional work shall be performed by the **CONTRACTOR** only with the specific authorization of the **CITY** under a written amendment to this Agreement.
3. The **CONTRACTOR** covenants and agrees that it will perform its services under this Agreement in accordance with the highest standards and best practices of its trade.
4. In performing the services required under this Agreement, the **CONTRACTOR** shall conform to all applicable provisions of Federal, State and local laws and regulations including all environmental matters.
5. The **CONTRACTOR** shall indemnify, defend and save harmless the **CITY** for any damages, claims, actions and losses arising either directly or indirectly from the work performed by the **CONTRACTOR** or his subcontractors. The provisions of this paragraph shall survive the expiration or termination of this Agreement and shall in no way be limited by reason of any insurance coverage.

6. The **CONTRACTOR** shall provide the **CITY** with evidence of insurance coverage of a type and in the amounts required by the Contract Documents and naming the **CITY** as an additional insured if the **CITY** so requires. All insurance shall be taken out and maintained at no cost or expense to the **CITY** and the **CONTRACTOR** shall be responsible for the full amount of any deductible. A Performance Bond and a Payment Bond, each in the amount of \$_____ shall be presented to the **CITY** prior to commencing the performance of any work under this agreement. The Performance Bond shall be released upon the City's final acceptance of the Project.
7. In providing the services required under this Agreement, the **CONTRACTOR** shall meet with **CITY** officials/representatives as often as reasonably necessary and shall be available upon request.
8. The City of Derby may terminate any Agent/Purchase Order at any time for any reason. Said termination shall not give rise to any claim against the City for damages or for additional compensation.
9. Nonappropriation: If the **CITY** fails to appropriate the funds required by this Agreement or fails for two consecutive months to make the payments required hereunder, the Agreement shall be deemed terminated and of no further force and effect, and the **CONTRACTOR** shall retain all sums previously deposited as liquidated damages, provided the **CITY** shall pay **CONTRACTOR** any amounts due for services rendered as of the date of termination.
10. The **CITY** shall compensate the **CONTRACTOR** _____

11. The **CONTRACTOR** shall not assert any claim arising out of any act or omission by any agent, officer or employee of the **CITY** in the execution or performance of this Agreement.
12. The **CONTRACTOR** shall commence work on this project within ten (10) calendar days after issuance of a Notice to Proceed by the **CITY** or the **CITY's** designated representative. All work shall be completed by the **CONTRACTOR** in accordance with the schedule detailed _____
13. All work performed by the **CONTRACTOR** shall be subject to inspection and acceptance by the **CITY**.
14. The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the

General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public work project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.

15. Pursuant to Connecticut General Statutes Section 49-41a, the **CONTRACTOR**, within thirty (30) days after payment by the **CITY**, shall pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the **CONTRACTOR** and paid by the **CITY**. In addition, the **CONTRACTOR** shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty (30) days after such subcontractor receives a payment from the **CONTRACTOR** which encompasses labor and materials furnished by such subcontractor.
16. Pursuant to Connecticut General Statutes Section 49-41b, the **CITY** shall withhold five (5%) percent from any periodic payment or final payment until the work required herein has been completed and accepted by the **CITY**.
17. The **CONTRACTOR** acknowledges the execution of the Non-Collusion Affidavit which was submitted as part of the bid documents and reaffirms the statements provided for therein.
18. The Contractor agrees that the City of Derby, the State of Connecticut, agencies of the Federal Government, or any other authorized representatives, shall, until the expiration of three (3) years after the final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such contractor, involving transactions related to the contractor.

The period of access and examination described above, for records which relate to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expenses in relation to the performance of the contract to which exception has been taken by the City, State or Federal government or any of their duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

19. Pursuant to Connecticut General Statutes Section 31-52a, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to the residents of the state who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states.

CITY OF DERBY

CONTRACTOR

By _____

By _____

Anita Dugatto
Mayor

Contractor

**SCHEDULE A
CONTRACT DOCUMENTS**

NON-COLLUSION AFFIDAVIT

CITY OF DERBY
1 ELIZABETH STREET
DERBY CT 06418

State of (_____)
County of (_____)

I state that I am the _____ of _____
(Title) (Name of Firm)

And that I am authorized to make this affidavit on behalf of my firm, its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of the proposal.

I state that:

- (1) The price and the amount on this proposal has been arrived at independently and without consultation, communication, or agreement with any other bidder/proposer.
- (2) Neither the price(s) nor the amount of this proposal and approximate price(s) nor approximate amount of this proposal has been disclosed to any other firm or person who is a bidder/proposer and that no disclosure of these items will be made prior to proposal openings.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal , or to submit any intentionally higher or non competitive proposal.
- (4) Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices to the attached Bid or for any other Bidder, or to fix any overhead, profit of cost element of the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Derby, owner, or any person interested in the proposed Contract.
- (5) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complimentary or other noncompetitive proposal.
- (6) I state that _____ understands and acknowledges
(Name of Firm)

That all representations of this affidavit are material and important, and will be relied on by the City of Derby in awarding a contract for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Derby of the true facts relating to the submission of proposals/bids of this contract.

Signature of Proposer

Sworn and subscribed before this ___ day of _____, 20__

(Notary Public) My Commission Expires: _____

8.4. Road Bond

8.4.1.No Action Items.

9. Department Reports

9.1. Board of Education

The report was not discussed.

9.2. Cultural Commission

The report was not discussed.

9.3. Public Works

Mr. DiMartino said they really need to look into the cobblestone road. Mr. DeFala said they are continuing to get complains of slip and fall issues and they are having difficulty plowing the road.

9.4. Building Department

Mr. Sarminento introduced Robert Michalak as the new assistant building official. Mr. Sarmiento said he is looking into online permits and will be bringing that information to the Board soon.

9.5. Facilities Inspectors

The report was not discussed.

Mr. Sarmiento stated that notices have been sent out to the Hops Company regarding lighting and they do have permits for all the work they are doing.

9.6. Fire Marshal

The report was not discussed.

9.7. Fire Department

Thanked the Board for their support over the last month.

9.8. Office of Emergency Management

The report was not discussed.

Mr. Staffieri asked about the person who took over for Charlie Sampson and expressed concern that the person has all the training he needs. Mayor Dugatto said that his replacement has been working with Mr. Sampson and will be taking some training course.

9.9. Parking Division

Mr. Olenoski asked if the meters are maxing out at 2000 quarters. Mayor Dugatto said that is just when they are picked up. Mr. Olenoski asked about upgrading the system and the Mayor stated they are looking into it. Mr. Donofrio asked if they have any full time employees in the Parking Division. Mayor Dugatto said they are trying to scale back the hours for an employee who is scheduled part time, but is working full time hours.

9.10. Police Department

Ms. DeGennaro asked about the cars parked on Marshall Lane. DC Todd stated that he would look into it. Mr. Olenoski asked about the new communication project. DC Todd said they are working

with Shelton regarding an MOU.

9.11. Water Pollution Control Authority

Mr. Gerckens said the Infrastructure Committee was supposed to meet after the joint meeting. He asked if the Roosevelt pump station was in the flood way and he believed they were going to talk about it at the next meeting. Mayor Dugatto said it was not discussed. Mr. Iacuone said they are waiting for the state to review it.

9.12. Finance Director

The report was not discussed.

9.13. Corporation Counsel Update

The report was not discussed.

9.14. Storm Ambulance Corp

No report was received.

9.15. Parks and Recreation

No meeting was held.

9.16. Revolving Loan Fund

There was nothing discussed.

10. Other Committee Reports

10.1. O'Sullivan Island Committee

No meeting was held.

10.2. Capital Planning Commission

No meeting was held.

Mr. Olenoski asked about when they are going to select the committee members. Mayor Dugatto said next month they will be elected.

10.3. School Building Committee for Roofs

The report was not discussed.

10.4. WPCA Infrastructure Committee

The report was not discussed.

11. New Business

11.1. Move to approve Partners in Education Memorandum of Understanding between the Derby Board of Education, City of Derby, and Post University.

Motioned by Mr. DiCenso, seconded by Mr. Sill and the motion carried with all in favor.

Ms. DeGennaro asked if Attorney Welch reviewed the document. Attorney Welch said that the original form had the BOE and City of Derby listed as the authorized signer. He had the document altered to include the Board of Aldermen.

**Partners in Education
Memorandum of Understanding
Between the Derby Board of Education and Post University**

March , 2016

The intent of this memorandum is to outline the understanding between the Derby Board of Education ("BOE"), the City of Derby ("City") and Post University to provide access to educational benefits as a means of improving employee recruitment, retention, and qualifications.

The following is a general description of the activities undertaken by the two parties to achieve these objectives:

1. Post University will provide access to a variety of undergraduate and graduate degree programs that meet the needs of residents and employees of the BOE/City and their dependents. Individuals will have the flexibility and convenience of a) taking accelerated degree program courses online, at any of Post University's Regional Locations in Connecticut or a combination of both; or b) enrolling at Post University's traditional, four year main campus in Waterbury, Connecticut.
2. The Derby BOE and Post University will work together to define ways that employees, their dependents and residents can earn college credit toward a degree for educational activities undertaken at the City.
3. Post University also will work with the BOE and City employees, their dependents and residents to accept the transfer of credits earned at the other accredited higher education institutions or through employee development trainings offered at the City.
4. The BOE and City will have access to the Career Services department Post University in which they can submit job postings as well as utilize the internship program.
5. Post University will collaborate with the BOE in the creation and distribution of information on educational benefits and degree program options afforded to employees through this partnership Post University will then produce all promotional materials. The BOE will have the right to review and approve the content of all written and online promotional materials prior to publication and distribution.
6. Partnership materials and activities will include, but are not limited to:
 - A website landing page and a link from your company website to the landing page.
 - A document that lists which educational activities qualify for Post University credit and indicates how much credit will be awarded.

- Emails to agreed-upon lists of employees describing the program with links to relevant website content minimally on a quarterly basis. Email content will be produced by Post University and reviewed by the BOE. Emails that are distributed to employees will include a cc to a designated Post University contact(s).
- Regularly scheduled opportunities for interested individuals or groups or employees to meet with a Post University representative to learn about these educational benefits.
- Inclusion of the BOE and City as a Post University Partner in Education participant on the University's website.
- Inclusion of a link to the landing page on the BOE and City Intranet and/or the employee page of the external websites.
- Other mutually agreed upon promotional materials and/or opportunities may include:
 - Webinars
 - Lunch and learns
 - Flyers
 - Submission of articles to organization newsletter
 - Brochures
- Posters
- Payroll stuffers
- In-service/professional development programs
- Materials for inclusion in employees' benefits packages

7. Post University will offer 15 percent tuition grant to individuals taking undergraduate and graduate courses at Post University. This offer is extended to employees of the BOE, City, immediate family members (including spouses and children) as well as all residents of the City. This tuition grant cannot be combined with other scholarships or discounts offered by Post University. Employees and residents who are enrolled in classes prior to the signing of the Memorandum of Understanding can apply the tuition grant for their remaining coursework. It will not go towards classes taken prior to the signing of the Memorandum of Understanding.
8. Post University will encourage your academically and professionally qualified employees to submit their credentials for evaluation and selection as an adjunct professor with Post University.
9. The above outlines the intent of the BOE/City and Post University and will be followed by action plans when needed that detail the steps required to accomplish these objectives. The Memorandum of Understanding shall remain in effect unless either party provides a 30-day prior written notice. The parties agree to work together under the conditions described above.

For: Post University

For: the City of Derby

For: the City of Derby

 David Higley
 Chief Marketing Officer
 Date:

 Honorable Anita Dugatto
 Mayor, City of Derby
 Date:

 Dr. Matthew J. Conway, Jr.
 Superintendent
 Date:

~~11.2. Move to authorize the return of tax monies erroneously paid regarding 130 Main Street.
 Motioned by, seconded by and the motion carried.~~

~~11.3. Review of purchase request regarding 13 South Division Street (redemption pending).
 Moved to Operations and Procedures Committee.~~

11.4. Discussion of possible formation of a task force with City of Ansonia for shared services between cities of Derby and Ansonia. Discussion / Possible Action
 Mr. McLiverty discussed the task force, whose purpose would be to determine if the two cities could share services for efficiency and cost savings.

The mayor will recommend a member from each board and then vote on it at the next Board of Aldermen meeting.

11.5. New member appointment(s) to the Infrastructure Committee for the WPCA Facility and Sanitary Sewer System Project in accordance with the referendum. Discussion/ Possible Action.
 Ms. DeGennaro motioned to appoint Bill Marcucio to the Infrastructure Committee to replace Rich Stankye, Mr. Sill seconded and the motion carried.

11.6. Move to approve lease for Public Works truck.
 Motioned by Mr. DiCenso. Per recommendation by Attorney Welch, Mr. DiCenso amended his motion and moved to approve the master installment purchase agreement relative to the Public Works truck and authorize Mayor Dugatto to execute any and all documents to effectuate the agreement upon corporation counsel approval.

Mr. DiMartino seconded and the motion carried. Ms. DeGennaro opposed.

11.7. Move to approve request from TEAM, Inc. to place a sign on Main Street Fence at Intersection of Elizabeth Street for the Men Who Cook Fundraiser.
 No action taken. Mr. DiCenso said TEAM needs to contact Mr. Sarmiento to discuss the location.

12. Old Business

12.1. No items this month.

13. Executive Session

13.1. Retiree / Personnel Matter – Andrew Mancini

~~**13.2. Sale of City Property at Francis Street (Map 8-7, Lot 48)**~~

13.3. Derby Public Library – Pending litigation.

Mr. DiCenso motioned to enter into executive session at 8:01 PM and invite Attorneys Welch and Teodosio. Mr. Olenoski seconded and the motion carried.

The meeting reopened at 8:25 PM.

14. Regular Session Action from Executive Session

14.1. Retiree / Personnel Matter – Andrew Mancini

Mr. Sill moved to approve the MOA as presented and authorize Mayor Dugatto to execute said document. Mr. DiMartino seconded and the motion passed with all in favor.

MEMORANDUM OF AGREEMENT

1/ /16

CITY OF DERBY - ANDREW MANCINI

This agreement is entered into this __ day of January, 2016, by and between Andrew Mancini ("employee") of 10 Prindle Avenue, Derby, Connecticut 06418, and the City of Derby ("Derby") a municipal corporation within the State of Connecticut and provides as follows:

On or about, November 28, 2006, the parties hereto entered into an "Award by Stipulation for Full and Final Settlement" (copy attached as Schedule A).

Under the terms of said settlement, in particular subsection (f) on page 3, the parties agreed that the employee was to be entitled to continued "...health insurance coverage as that coverage is defined and provided for under ...[CBA]... including but not limited to, the payment of Blue Cross 65 when the claimant reaches the age of 65."

Employee is now 65 years of age or older and there arises an issue between the parties as to the interpretation of the above language.

In order to resolve the issue, the parties agree that retroactive to July 1, 2015 employer shall pay directly to employee the lesser of six hundred dollars (\$600.00) or the total annual cost of all physician prescribed medically necessary medications.

Commencing on January 1, 2016 and the 1st of each month thereafter employee shall be entitled to the lesser of one hundred dollars (\$100.00) or that month's total cost of all physician prescribed medically necessary medications. Employee shall be paid to the monthly amount, if he within sixty days of paying such cost, he provides employer with a copy of the prescription, and receipt indicating payment of cost.

This agreement is final and shall not be modified in anyway.

Parties acknowledge and anticipate that health cost variables affecting this agreement will change over the course of time, but such change will not affect this agreement.

Employee acknowledges that:

- He has been advised to consult an attorney before signing this Agreement and that he has had an opportunity to consult with an attorney of his choice;
- He has reach this Agreement in its entirety, understand its terms and knowingly and voluntarily consent to its terms and conditions;
- He has had the opportunity to consider the Agreement for at least 21 days and have elected to sign in on the date noted blow; to the extent that this Agreement differs in any way, whether material or not, from any proposal previously communicated, verbally or in writing, to you, you have had sufficient time to consider this Agreement, and he waives any right he may have to additional time to review it; and
- This Agreement will become effective on the eight day following the day he executes it ("Effective Date"). He may revoke this Agreement at any time prior to its Effective Date by giving written notice to the City of Derby.



ANDREW MANCINI

2/3/16

DATE

ANITA DUGATTO, MAYOR

DATE

~~14.2. Sale of City Property at Francis Street (Map 8-7, Lot 48)~~

15. Adjournment

Motioned to adjourn at 8:26 PM by Mr. Sill, seconded by Mr. DiMartino and carried with all in favor.

Respectfully submitted,

Terri Kuskowski

These minutes are subject to the Board's approval at their next scheduled meeting.