

City of Derby
Board of Aldermen / Alderwomen

First Ward

Barbara L. DeGennaro
Thomas J. Donofrio
Bev Moran

Second Ward

Joseph L. DiMartino
Evelyn Browning
Ronald M. Sill

Third Ward

Jim DiMartino
Louis Oliwa
Charles Sampson

Board of Aldermen/Alderwomen Meeting Minutes

Derby City Hall

1 Elizabeth Street, Derby, CT

May 9, 2019

1. Call to Order.

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

2. Pledge of Allegiance.

Mayor Dziekan led the Pledge of Allegiance.

A moment of silence was held for Bernard Williamson.

3. Roll Call

The Board of Aldermen / Alderwomen members present were Barbara DeGennaro, Thomas Donofrio, Joseph DiMartino, Evelyn Browning, Charles Sampson, Louis Oliwa, Ronald Sill and Jim DiMartino. Bev Moran was absent.

Bev Moran arrived at 7:10 PM.

4. Adoption of the Agenda

No changes were made.

5. Public Portion

Andrew Baklik – Spoke about the Valley Indy’s pod cast where they addressed E Street flooding. He apologized that he misspoke and said that Mayor Dziekan went door to door. Dr. Conway went door to door. He also wanted to recognize that Danny Rodriguez passed away today and he offered prayers for his family.

Joann Welch – E Street. Stated there was no bulk pick up and the city wouldn’t help. She’s continuing to ask for help from the city. Mayor Dziekan said a dump run was held after the flood. Mr. Welch said that DPW told them they only do dump runs twice a year. Mr. Armeno said a dump run was done specifically for their neighborhood. Ms. Welsh said she paid for her dump run. She’s had a good relationship with Pam and Patty, but they are not getting any help. Mayor Dziekan said the attorneys are working on it and doing as much as they can. She said it’s been 7.5 months and they are all out of money. Attorney Marino said the city is as frustrated as they are and unfortunately, even being a city, the insurance company doesn’t hold that in any standing to move faster. He hopes that the attorney is adding his fees to the cost of everything so the people affected are not taking a hit. Numbers were thrown out, but he’s concerned that isn’t going to cover everyone affected 100%. He asked for quotes with exact numbers be sent to him within the next week or so.

John Fitzgerald spoke regarding 50-52, 54-56, 60-62 E Street. Attorney Marino again stated he needs the adjustor’s numbers.

6. Department Head Reports

6.1. Finance Director

Nothing was discussed.

6.2. Police Department

Mr. Sampson asked there were any hires. LT Sanko said two people were just hired. Ms. Moran asked why no

reports are being received. Mr. Stanko said he will pass along the concerns.

6.3. Fire Marshal

Mr. Donofrio asked if the city was in violation. Mr. Sampson said \$15,000 was allocated for the project, but it costs \$50,000. He will be going before Capital to request the balance.

6.4. Fire Department

Nothing was discussed.

6.5. Office of Emergency Management

Ms. DeGennaro stated that the report was not received until tonight. Mr. Garofalo said the reports received tonight are the reports that were received after he mailed the packets.

6.6. Storm Ambulance Corps

Nothing was discussed.

6.7. Board of Education

Mr. Garofalo stated that this week is national teacher appreciation week and thanked all the teachers that made an impact on his life.

6.8. Public Works

Ms. DeGennaro asked about the gas report. Mr. Armeno said the key fobs were received and he hopes to have the reports back next week. She also stated that on the RT 34 water side there is an entire section of railing down. Mr. Armeno said they just received a pallet of rails and they will begin replacing them shortly. Ms. DeGennaro said that there is garbage on Main Street that has been there for a long time. Mayor Dziekan requested that people contact Public Works to advise them and not wait and address it at these meetings.

6.9. Water Pollution Control Authority

Nothing was discussed.

6.10. Building Department

Mr. Sampson asked about a website request. Mr. Sarmiento said they are addressing it.

6.11. Facilities Inspector

Nothing was discussed.

6.12. Parking Division

Ms. Finn stated that the forms for capital went to all department heads.

6.13. Revolving Loan Fund

Mr. Sampson asked about Benanto Real Estate. Attorney Marino said that the company has no money to go after so if the city were to spend funds to press this issue, but there is no likelihood of recovering the funds. Mr. Sampson asked Attorney Marino to find out what the cost would be to advance this issue so the BOA can make a decision.

6.14. Chief of Staff

Mr. Donofrio asked about the unpaved portion of Roosevelt Drive. Mr. Baklik said there was a pre-construction meeting and they hope to have it done shortly.

6.15. Economic Development Liaison

Mr. Sampson thanked Mr. DiCenso for all his efforts.

6.16. Corporation Counsel – Including Planning and Zoning, Labor Counsel, and Outside Counsel

Nothing was discussed.

6.17. Parks and Recreation

Nothing was discussed.

6.18. Cultural Commission

Mr. Donofrio asked why Marc was appointed. Ms. Cota said he stepped up to assist them. The Board thanked her for her work.

6.19. Website Report of tickets for the month

Mr. Sampson asked about tickets continue to contact the city regarding the Sterling Opera House. Mr. Garofalo said they routinely advise people to contact the mayor's office.

6.20. Athletic Complex Building Committee

Mr. McLiverty stated that the press box will be discussed at a special meeting tomorrow night. He expressed his displeasure with taking additional funds from Ms. Payden. Mr. McLiverty advised the Board that Turco stated they forwarded their findings report to corporation council and that was a lie. Attorney Marino received no such report.

6.21. Field House and Baseball Field Building Committee

Ms. Moran asked about the softball fencing. Mr. Sampson stated that is still in discussion and no decision has been made yet.

Ms. DeGennaro said at the next subcommittee meeting she wants an updated report on the status of the referendum of the sewer. Mr. Garofalo will add that item back onto the agenda for future months.

7. Administrative & Appointments

7.1. Approval of Minutes

7.1.1. Move to approve minutes from Regular Meeting – April 11, 2019

Motioned to approve by Mr. Sampson seconded by Mr. Sill and the motion carried.

7.2. Move to approve tax refunds in the amount of \$3,757.00.

Motioned by Mr. Sampson, seconded by Mr. Joe DiMartino and the motion carried.

7.3. Move to approve the following appointments to the naming committee as recommended by Mayor Richard Dziekan:

7.3.1. Thomas Abel – Effective Immediately – New Appointment – Expires 5/31/21

Richard T. Dunne - Effective Immediately – New Appointment – Expires 5/31/22

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

7.4. Brief presentation by Naugatuck Valley Council of Governments on the NVCOG Wastewater Regionalization Study – Phase 1

Mr. DeCarlo and Mr. Dunne gave a presentation to the Board regarding the study and regional needs.

8. Committee Reports

8.1. Blight Committee

8.1.1. Move to add 188 Elizabeth Street to the Blight List

Motioned to table by Mr. Joe DiMartino, seconded by Sampson and the motion carried.

8.1.2. Move to add 39 Grandview Boulevard to the Blight List

Motioned by Mr. Joe DiMartino, seconded by Mr. Donofrio and the motion carried.

8.1.3. Move to accept \$820.00 as payment in full of reduced blight fees and to remove 17-25 Crescent Street from the Blight List

Motioned by Mr. Joe DiMartino, seconded by Mr. Donofrio and the motion carried.

8.1.4. Move to remove 15 Tenth Street from the Blight List

Motioned by Mr. Joe DiMartino, seconded by Mr. Donofrio and the motion carried.

8.1.5. Move to remove 19-21 Hawkins Street from the Blight List

Motioned by Mr. Joe DiMartino, seconded by Mr. Donofrio and the motion carried.

8.1.6. Move to add 106-108 Hawthorne Avenue to the Blight List

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

8.2. Community Relations

8.2.1. Move to enter into a lease with A Quick Pick Crane Service, Inc. for the parking of a crane at the Municipal Parking Lot on Lower Caroline Street and authorize Mayor Richard Dziekan to execute said agreement \$1,000 per month.

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

NON-EXCLUSIVE STORAGE LICENSE & RELEASE

THIS NON-EXCLUSIVE STORAGE LICENSE & RELEASE (this “**License**”) is made and entered into as of the ___ day of May, 2019 (the “**Effective Date**”) by **THE CITY OF DERBY**, a Connecticut municipal corporation with offices located at 1 Elizabeth Street, Derby, Connecticut 06418 (the “**Licensor**”), in favor of **A QUICK PICK CRANE SERVICE, INC.**, a Connecticut corporation with a business and mailing address at 205 Water Street, Derby, Connecticut 06418 (the “**Licensee**”).

Preliminary Statements

A. Licensor is the fee owner of that certain real property commonly known as the redevelopment parcel on the south side of Main Street, as the same is more particularly identified on **Exhibit A** attached hereto and made a part hereof (the “**Licensor Parcel**”).

B. Licensee has requested access to the Licensor Parcel and permission to store Licensee’s equipment on the area of the Licensor Parcel shown on **Exhibit B**, attached hereto and made a part hereof (the “**License Area**”). The License Area is approximately one hundred twenty-five square feet (125’) by one hundred feet (100’) square feet at the back of Water Street.

C. Licensor is willing to allow Licensee to enter upon the License Area for the limited purpose set forth herein, and to grant this License to Licensee in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated herein by this reference), the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby covenant and agree as follows:

1. Grant of Access. Licensor hereby grants to Licensee a non-exclusive revocable license (a) across, on and over the Licensor Parcel for the sole purpose of access to the Licenses Area and (b) across, on, and over the License Area for the sole purpose of storing Licensee’s Equipment (as hereinafter defined). Licensor shall be under no obligation to provide additional storage space to the Licensee. Licensor makes no representation or warranty concerning the condition of the License Area or the Licensor Parcel. Licensee accepts the License Area in its “as-is” condition, and Licensor shall be solely responsible for the maintenance of the License Area during the terms of this License.

2. Fee; Term; Use.

- (a) The term of this License (the “**Term**”) shall commence upon the date hereof (the “**Commencement Date**”) and shall terminate on the date that is twentyfour (24) months after the date hereof (the “**Termination Date**”) unless sooner terminated by either party in accordance with the terms of this License.
- (b) Beginning upon the Commencement Date and continuing for each month thereafter until the Termination Date, Licensee shall pay to Licensor on the first day of each such month, in advance, the sum of one thousand and 00/100 Dollars (\$1,000.00) (the “**Fee**”).

- (c) Licensee shall use the License Area solely for storage of "Licensee's Equipment," which shall be limited to a 400-ton crane, including its crane boom sections, counter weight trailers and temporary crane. None of Licensee's Equipment will be operated in the License Area, except as may be necessary to relocate Licensee's Equipment to and from the License Area (by traversing the Licensor Parcel). At all times during the Term hereof, the Licensee's Equipment shall remain the property of the Licensee.
- (d) Licensor reserves the right to make use of the License Area and the Licensor Parcel. Any entry made by Licensee or its employees or representatives upon the Licensor Parcel and/or the License Area pursuant to this License shall be conducted so as not to unreasonably interfere with Licensor's use of, or access to, the License Area or the Licensor Parcel. Licensor shall repair and restore any damage to the Licensor Parcel and/or the License Area caused by Licensor and/or any of Licensor's employees, agents, licensees, contractors, subcontractors and/or invitees.
- (e) Licensor reserves the right during the term of this License to impose additional reasonable rules and regulations on the use of the License Area by Licensee.

3. **Indemnification.** Licensee shall comply with all applicable state, federal and local laws and governmental requirements, conditions and restrictions in its use of the License Area. Licensee shall assume all risks of, and liability for, use of the Licensor Parcel and the License Area and shall indemnify and hold harmless Licensor, its agents, employees, contractors, shareholders, officers directors, successors and/or assigns, against all loss, liability, expense, damage, and claim, including, without limitation, attorney's fees and litigation costs, which Licensor may incur arising out of or relating to (i) the breach by Licensee of its obligations under this License, (ii) the use of the Licensor Parcel and/or the License Area by Licensee, its agents, employees, licensees, contractors and subcontractors, or (iii) the exercise of any other rights granted to Licensee hereunder.

4. **Insurance.** Licensee shall, during the term hereof, at its sole cost and expense, maintain the following insurance:

- (a) Commercial general liability insurance, including bodily injury and property damage (in the broadest form available, including without limitation broad form contractual liability, fire legal liability, hazard and completed operations coverage, bodily injury, death or property damage coverage) under which Licensee is named as an insured and Licensor is named as an additional insured as their interests may appear, with combined single limit coverage of no less than TWO MILLION DOLLARS (\$2,000,000.00) with respect to personal injury, and in the amount of ONE MILLION DOLLARS (\$1,000,000.00) with respect to property damage;
- (b) Worker's compensation insurance within the statutory limits covering Licensee's employees working on the License Area; and
- (c) "All-risk" property insurance on a "replacement cost" basis covering all of Licensee's personal property, including without limitation Licensee's Equipment.

All such policies shall contain a clause that such policy and the coverage evidenced thereby shall be primary with respect to any insurance policies carried by Licensor and shall be obtained from responsible companies qualified to do business and legally existing in Connecticut. Licensee agrees to furnish Licensor with certificates evidencing all such insurance prior to the beginning of the term hereof. Licensee shall procure and pay for all renewals of such insurance from time to time prior to the expiration thereof, and Licensee shall deliver to Licensor such renewal policy or a certificate thereof at least thirty (30) days prior to expiration of any existing policy. Each such policy shall be non-cancellable and not materially changed with respect to the interest of Licensor and such additional insureds without at least ten (10) days' prior written notice thereto. All of the foregoing policies shall contain a waiver of subrogation with respect to Licensor.

5. **Notices.** All notices given pursuant to this License shall be in writing and shall be given by personal delivery, by United States mail or United States express mail postage or delivery charge prepaid, return receipt requested, by an established express delivery service (such as Federal Express or United Parcel Service), or by email sent to the person and address designated below. All notices shall be sent to the person and address set forth below:

Licensor: **THE CITY OF DERBY**
1 Elizabeth Street
Derby, Connecticut 06418

With a copy to: Cohen and Wolf, P.C.
657 Orange Center Road
Orange, CT 06417
Attn: Vincent M. Marino, Esq.

Licensee: **A QUICK PICK CRANE & RIGGING SERVICE**
205 Water Street
Derby, CT 06418

With a copy to:

The person and address to which notices are to be given may be changed at any time upon written notice to the other party. All notices given pursuant to this License shall be deemed given upon receipt. For the purpose of this License, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified above, as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this Section, (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

6. Hazardous Materials.

(a) Licensee covenants and agrees (i) that Licensee will not violate any Environmental Laws (as hereinafter defined); (ii) that Licensee will not, intentionally or unintentionally, use, store, generate or dispose of any Hazardous Materials (as hereinafter defined) in, on, at or under the Licensor Parcel or the Licensed Area; (iii) that Licensee will not cause or permit any release, leak, discharge, spill, disposal, or emission of Hazardous Materials in, at, on or under the Licensor Parcel or the Licensed Area; (iv) to give notice to Licensor immediately upon Licensee acquiring any knowledge of the presence of any Hazardous Materials at the Licensor Parcel or the Licensed Area or of any release, leak, discharge, spill, disposal or emission of Hazardous Materials at the Licensor Parcel or the Licensed Area (except as expressly permitted above), with a full description thereof; (v) to give notice to Licensor immediately of any notice of violation or potential violation of any Environmental Laws received by Licensee; and (vi) to promptly comply with any governmental requirements relating to the removal, treatment or disposal of Hazardous Materials caused by or resulting from Licensee's actions, inactions and/or business operations at the Licensor Parcel or the Licensed Area, and provide Licensor with satisfactory evidence of such compliance.

(b) As used in this Section, "Environmental Laws" means any and all present and future federal, state or local laws (whether common law, statute, rule, order, regulation or otherwise), permits, and other requirements of governmental authorities relating in any manner to the environment (land, air and/or water), environmental regulation, contamination, or clean-up, or to any Hazardous Materials.

(c) As used in this Section, "Hazardous Materials" means any hazardous, toxic or harmful substances, wastes, materials, pollutants or contaminants (including, without limitation, asbestos, polychlorinated biphenyls, petroleum products, flammable explosives, radioactive materials, infectious substances or raw materials which include hazardous constituents) or any other substances or materials which are included under or regulated by Environmental Laws

(d) Licensee hereby agrees, in addition to and not in lieu of any other indemnities contained in this License or otherwise provided by law, that Licensee will indemnify, defend, save and hold harmless Licensor and its officers, directors, shareholders, employees, agents, partners, and their respective heirs, successors and assigns (collectively "Indemnified Parties") against and from, and to reimburse the Indemnified Parties with respect to, any and all damages, claims, judgments, penalties, fines, liabilities, loss, costs and expenses (including, without limitation, all attorney's fees and expenses, court costs, administrative costs, costs of appeals, consultant's and expert's fees and expenses), incurred by or asserted against the Indemnified Parties by reason of or arising out of the breach of any representation or undertaking of Licensees under this Section

(e) This indemnification of Licensor by Licensee also includes, but is not limited to, costs incurred in connection with any investigation by Licensor of site conditions from time to time (provided Licensor has a reasonable basis for such investigations) or of any cleanup, remedial, removal or restoration work required by any federal, state or local government agency or political subdivision or considered prudent by Licensor because of any release of Hazardous Materials or breach of this Section 6 by Licensees or any licensee, concessionaire, manager or other party occupying or using the Licensor Parcel or the Licensed Area during the Term hereof.

(f) Licensor is given the right, but not the obligation, to inspect and monitor the Licensor Parcel, the Licensed Area and Licensees' use of the Licensor Parcel and the Licensed Area at any time and without prior notice in order to confirm Licensee's compliance with the terms and the representations set forth in this Section 6.

(g) Licensee agrees to deliver, within fifteen (15) days after request from Licensor, certificates to Licensor expressly stipulating whether Licensee has caused any spill, contamination, discharge, leakage, release or escape of any Hazardous Material in or affecting the Licensor Parcel or the Licensed Area, whether sudden or gradual, accidental or anticipated, or of any other nature, at or affecting the Licensor Parcel or the Licensed Area and whether, to the best of Licensee's knowledge, such an occurrence has otherwise occurred at or affected the Licensor Parcel or the Licensed Area.

7. Default; Termination; Removal of Lessee's Equipment.

(a) This license is revocable and nonexclusive, and either party may terminate this license.

(b) Licensee shall be deemed to be in default of this License upon the happening of the following (individually and collectively, a "Default"):

- i. Licensee fails to perform any of its duties or obligations under this License; or,
- ii. Licensor reasonably determines that Licensee's use of the Licensor Parcel or the Licensed Area is likely to cause material disturbance or interference with the normal business operations of the Licensor or otherwise violate one or more conditions of applicable law or this Agreement.

(c) Upon the happening of a Default, Licensor shall be entitled, in its sole and absolute discretion, to terminate this License.

(d) On the Termination Date or upon earlier termination of this License as provided in Section 7(c), the Licensee shall immediately remove all of Licensee's Equipment from the Licensed Area. If the Licensee fails to remove all of Licensee's Equipment on or before the Termination Date, Licensor shall be permitted to remove all of Licensee's Equipment from the Licensed Area and/or the Licensor Parcel, at Licensee's sole cost and expense.

8. Miscellaneous.

(a) If any provision of this License, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this License, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this License, and each provision of this License shall be valid and enforceable to the fullest extent permitted by law.

- (b) This License shall be construed in accordance with the laws of the State of Connecticut.
- (c) The Section headings in this License are for convenience only, shall in no way define or limit the scope or content of this License, and shall not be considered in any construction or interpretation of this License or any part hereof.
- (d) Nothing in this License shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This License does not create any lease, tenancy right, easement or other right, title or interest in, to or with respect to the Licensor Parcel, or any portion thereof.
- (e) This License shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- (f) This License may be amended or modified at any time by a declaration in writing, executed and acknowledged by all the parties to the License.
- (g) This License may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

10. Attorney's Fees. If either party hereto shall file suit to enforce the obligations of, or remedies against, the other party under this License, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable fees and expenses of its attorneys together with court costs incurred, provided that for the purposes of this License a party shall only be deemed prevailing (and, therefore, entitled to recover its reasonable attorneys' fees and costs) if (i) after the institution or prosecution of such claim, action or proceeding, but before judgment is or can be entered, the other party shall comply with the term, covenant or condition of this Agreement that is in dispute, or (ii) such party obtains a final judgment by a court of competent jurisdiction in its favor. The provisions of this Section 10 shall survive the termination of this License.

[INTENTIONAL LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed as of the day and year first above written.

LICENSOR:

THE CITY OF DERBY

By: _____
Richard Dzekian,
Its Mayor

LICENSEE:

**A QUICK PICK CRANE & RIGGING
SERVICE**

By: _____
George Schrade,
Its President

EXHIBIT A

Legal Description of the Licensor Parcel

EXHIBIT B

License Area

8.2.2. Discussion on the concept of adopting an Ordinance prohibiting the use of single use plastic bags by retail establishments in the City of Derby.

Mr. Sill has been meeting with local businesses to discuss the possibility of this ordinance. Aldi's doesn't use these types of bags and Big Y is beginning to eliminate them already.

8.3. Operations and Procedures

8.3.1. No action items.

8.4. Road Bond Project

8.4.1. No action items.

9. New Business

9.1. Move to adopt a Resolution regarding the initiation of action for the amendment of the Charter of the City of Derby pursuant to Section 7-188 of the Connecticut General Statutes.

Motioned by Mr. Sampson and seconded by Ms. Browning.

Mr. Donofrio feels that with the new election coming up a proper charter revision could not be done. He feels it should be tabled until after election.

Mr. Sampson said this is long overdue and there are changes that should be recognized. The Charter is outdated. For example officers cannot be hired unless they are auxiliaries first. Mr. Donofrio agrees that there are things outdated but they shouldn't have waited until right before the election.

Ms. Moran said she was on the committee last time and they struggled to have people available during the summer. Mr. Sampson said no one is rushing this.

Barbara L. DeGennaro – NO
Joseph L. DiMartino - NO
Jim DiMartino - YES
Thomas J. Donofrio - NO
Evelyn Browning - YES
Louis Oliwa - YES
Bev Moran - NO
Ronald M. Sill - NO
Charles Sampson - YES

5 No / 4 Yes = Motion failed.

~~**9.2. Move to appoint the following members of the Charter Revision Commission pursuant to Section 7-190(a) of the Connecticut General Statutes: Ralph Cappiello (U), Jennifer Desroches (D), Christopher Larocque (D), Anniello D. Malerba, III (D), Gina McKay (U), Sabatino Pollastro, Jr. (R), and James Smey (U).**~~

~~**9.3. Move to adopt resolution, pursuant to Section 7-190(b) of the Connecticut General Statutes, entitled "Direction to the Charter Revision Commission" dated April 11, 2019, waive its reading and incorporate its full text into the permanent record of this meeting.**~~

10. Old Business

10.1. No action items.

11. Executive Session -

11.1. Regional Water Authority - Water Tank Agreement - Strategy and Negotiations

11.2. Brookside Development, LLC v. City of Derby - Pending Litigation

Mr. Sampson motioned to enter into executive session at 8:41 PM and invite Corporation Counsel Marino, Mr. DiCenso, Attorney Schellenberg, and Mr. Baklik. Mr. Sill seconded and the motion carried.

The meeting reopened at 9:06 PM.

12. Regular Session Action from Executive Session

12.1. Regional Water Authority – Water Tank Agreement – Discussion and possible action.

Mr. Sampson motioned for a RFP for the land on Chatfield Street from the entrance of the high school / middle school to Coon Hollow Road for the purpose of a water tank on that property. Mr. Joe DiMartino seconded and the motion carried.

Mr. Sampson motioned to hold a public hearing on June 6th 6:00 pm. Mr. Joe DiMartino seconded and the motion carried.

12.2. Move to approve stipulated agreement in the matter of Brookside Development, LLC v. City of Derby.

Motioned by Mr. Sampson, seconded by Mr. Joe DiMartino and the motion carried.

DOCKET NO. HHB-CV18-6046918-S : **SUPERIOR COURT**
BROOKSIDE DEVELOPMENT LLC : **J. D. OF NEW BRITAIN**
V. : **AT NEW BRITAIN**
CITY OF DERBY : **MAY __, 2019**

MOTION FOR JUDGMENT
IN ACCORDANCE WITH STIPULATION

The parties hereby move that judgment enter in accordance with the stipulation annexed hereto.

THE PLAINTIFF,

THE DEFENDANT,

By: _____
Francis A. Teodosio, Esq.
Teodosio Stanek LLC
375 Bridgeport Avenue
Shelton, CT 06484
Tel: (203) 925-3000
Juris No. 068220

By: _____
Philip C. Pires, Esq.
Cohen and Wolf, P.C.
1115 Broad Street
Bridgeport, CT 06604
Tel: (203) 368-0211
Juris No. 010032

ORDER

The foregoing Motion having been filed with the Court, and the Court having reviewed the Stipulation for Judgment attached thereto, judgment hereby enters in accordance with the Stipulation.

THE COURT

By: _____, Judge

DOCKET NO. HHB-CV18-6046918-S : **SUPERIOR COURT**
BROOKSIDE DEVELOPMENT LLC : **J. D. OF NEW BRITAIN**
V. : **AT NEW BRITAIN**
CITY OF DERBY : **MAY __, 2019**

STIPULATION

The parties in this case hereby stipulate and agree as follows:

1. The property to which this tax appeal applies is known generally as 7 Singer Village Drive (Lot 8 Map11-61) in the City of Derby (the “Property”).

2. Brookside Development LLC (the “Plaintiff”) was the record owner of the Property on October 1, 2017. In accordance with the requirements of law, the Assessor of the City of Derby (the “Assessor”) conducted a town-wide revaluation of real property which first became effective on the grand list of October 1, 2015.

3. The Assessor determined that the assessment of the Property on October 1, 2017 was as follows:

<u>Appraised Value (100%)</u>	<u>Assessed Value (70%)</u>
\$317,000	\$221,900

4. Subsequent to the actions of the Assessor, Plaintiff appealed to the Derby Board of Assessment Appeals (“BAA”), and the BAA did not change the valuation of the Property.

5. Following entry of judgment as agreed to herein, the Property shall be assessed on the List of October 1, 2017, as follows:

<u>Appraised Value (100%)</u>	<u>Assessed Value (70%)</u>
\$307,000	\$214,900

6. The Assessor's records shall be adjusted to reflect the reduced values set forth in Paragraph 5 above on the List of October 1, 2017 and remain in effect for each subsequent tax year until the City's next town-wide revaluation, except for such changes which are or may be permitted by Connecticut General Statutes §§ 12-53a or 12-62.

7. The Plaintiff shall not be entitled to any cash refund of taxes as a result of this Stipulation. Instead, any credit for any overpayment of taxes resulting from the reductions stipulated to herein shall be applied to the real property taxes next due and payable to the City with respect to the Property.

8. A judgment may enter in accordance with this Stipulation, without interest or costs to either party.

**THE PLAINTIFF,
BROOKSIDE DEVELOPMENT, LLC**

**THE DEFENDANT,
CITY OF DERBY**

By: _____
Francis A. Teodosio, Esq.
Teodosio Stanek LLC
375 Bridgeport Avenue
Shelton, CT 06484
Tel: (203) 925-3000
Juris No. 068220

By: _____
Philip C. Pires, Esq.
Cohen and Wolf, P.C.
1115 Broad Street
Bridgeport, CT 06604
Tel: (203) 368-0211
Juris No. 010032

CERTIFICATION OF SERVICE

I certify that a copy of the above was or will immediately be mailed or delivered electronically or non-electronically on May ____, 2019 to all counsel and self-represented parties of record and that written consent for electronic delivery was received from all counsel and self-represented parties of record who were or will immediately be electronically served, as follows:

Teodosio Stanek LLC
375 Bridgeport Avenue
Shelton, CT 06484

Philip C. Pires, Esq.

13. Adjournment

13.1. Mr. Sill motioned to adjourn at 9:07 PM, Mr. Jim DiMartino seconded and the motion carried.

Respectfully submitted,

Terri Kuskowski

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