

# 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  
Robert Hyder  
Charles Sampson

**Board of Aldermen/Alderwomen Meeting Minutes**  
**Derby City Hall**  
**1 Elizabeth Street, Derby, CT**  
**November 14, 2019**

2019 NOV 18 AM 8:27

**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 Mr. Stan Muzyk.

Mayor Dziekan thanked Ms. Browning for her coat drive. Over 120 jackets were received for the children of Bradley and Irving Schools.

Mayor Dziekan thanked Ms. Browning and Ms. Moran for their service on the Board of Aldermen/Alderwomen.

**3. Roll Call**

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

**4. Adoption of the Agenda**

Mr. Sampson motioned to add item 9.6 Appointment of Keith McLiverty as Interim Finance Director. Discussion/Possible Action. Mr. Hyder seconded and the motion carried.

**5. Public Portion**

Lisa Brailey of 7 Grandview Blvd showed the Board the Christmas ornament she made that will be given to the Connecticut Conference of Municipalities.

Fred Picoski, spoke about the polling place at Irving. He said it was not handicap friendly. Mr. Sill said there is a side entrance that is handicap accessible, but better signage is needed in the future.

Mr. Donofrio said that the polling set up at Bradley was a nightmare. He would like the Board to discuss a location change in the future.

**6. Department Head Reports**

**6.1. Finance Director**

The Board was forwarded the letter of resignation from Mr. Sal Coppola.

The Mayor made the following statement:

Earlier today, I accepted the resignation from the City's finance director, Sal Cappola. I would like to take a moment to thank Sal for his service to the City. We wish him and his family well.

In accordance with section 32 of the city's charter, subject to your approval, I have appointed Keith McLiverty to serve as the interim finance director.

Keith received a Bachelor of Science from Quinnipiac College and a master's degree in finance from the New England Business and Finance College in Boston, Massachusetts.

We have the obligation to ensure that our city is properly managed, and that city business moves forward. I discovered over the past two years that there are too many deficiencies in our local government have gone unaddressed for decades. We can no longer wait. We owe it to the taxpayers to get our house in order, and it all starts with our finance department.

Keith was a central player in creating the 8-point recovery plan that helped minimize the impact to the city's credit rating. He has the most institutional knowledge of where we have been, and I have the confidence that he is the best person for me to work with to create and implement the organizational changes to ensure that no future administration is faced with a budget crisis like I just had to address.

I am requesting a one-year term because December is the busiest time of year. Based on recent budget issues, it also allows sufficient time to close out open budget years while developing the next budget year. I have learned that the rating agencies look for continuity and accountability. Keith will provide the City with both.

Mr. President, I respectfully request that you approve my appoint of Keith McLiverty to the position of interim finance director for a term of one year to commence on Monday, November 18, 2019 at the rate of compensation established in the current year's budget and contingent on the submission of his resignation as treasurer.

Mr. Donofrio asked about the second paragraph of his report regarding missing money. Mr. Sampson stated that the issue had been investigated by the police years ago and was unfounded.

**6.2. Police Department**

DC Todd advised the Board that they are awaiting a quote for the repair of the Atwater Avenue light. They expect it to be very expensive as extensive work is needed.

**6.3. Fire Marshal**

Nothing was discussed.

**6.4. Fire Department**

Mr. Donofrio asked about the bonfire. Mr. Hawks said yes. Mr. Hyder asked if the site was going to be under construction and if they should move the bonfire somewhere else. Mr. McLiverty said construction will not start until after the date of the bonfire.

**6.5. Office of Emergency Management**

Nothing was discussed.

**6.6. Storm Ambulance Corps**

Nothing was discussed.

**6.7. Board of Education**

Nothing was discussed.

**6.8. Public Works**

Mr. Hyder asked that the site be cleaned up soon after the bonfire, because in the past it wasn't cleared until spring.

**6.9. Water Pollution Control Authority**

Nothing significant was discussed.

**6.10. Building Department**

Mr. Sarmiento was absent due to working with relocating the families of a home on Crescent Street.

**6.11. Facilities Inspector**

Nothing was discussed.

**6.12. Parking Division**

Nothing was discussed.

**6.13. Revolving Loan Fund**

Attorney Marino updated the Board on the status of the Benanto loan.

**6.14. Chief of Staff**

Nothing was discussed.

**6.15. Economic Development Liaison**

Nothing was discussed.

**6.16. Treasurer**

Nothing was discussed.

**6.17. Corporation Counsel – Including Planning and Zoning, Labor Counsel, and Outside Counsel**

Attorney Marino advised the Board that the sale of the tax liens should be completed tomorrow.

Also, Travelers Insurance has assigned a lawyer to represent the City. Attorney Marino is advising a one day mediations.

**6.18. Parks and Recreation**

Nothing was discussed.

**6.19. Cultural Commission**

Nothing was discussed.

**6.20. Website Report of tickets for the month**

Nothing was discussed.

**6.21. Athletic Complex Building Committee**

Mr. McLiverty stated that they are finalizing signage and then they should be all done.

**6.22. Field House and Baseball Field Building Committee**

Nothing was discussed.

**6.23. Infrastructure Committee**

**6.23.1. Johnson Control Project Update**

Nothing was discussed.

**6.24. Derby Senior Center**

Ms. DeGennaro said that permission was not granted for the use of the senior center to hold a fashion show by a local business. She was concerned about insurance coverage.

Mr. Sampson motioned to approve the use of the Senior Center for the fashion show contingent upon the business providing insurance coverage. Mr. Sill seconded and the motion carried.

**7. Administrative & Appointments**

**7.1. Approval of Minutes**

**7.1.1. Move to approve minutes from Regular Meeting – October 10, 2019**

Motioned to approve by Mr. Sampson with the following changes: Correct the person who seconded the motion on items 9.4 and 9.5. It should have stated Mr. Hyder, not Mr. Oliwa. Mr. Hyder seconded and the motion carried.

**7.2. Move to approve tax refunds in the amount of \$6,506.71 dated November 1, 2019.**

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

**7.3. Appointments to Boards and Commissions**

**7.3.1. No items this month.**

**8. Committee Reports**

**8.1. Blight Committee**

**8.1.1. No Action Items this Month.**

**8.2. Community Relations**

**8.2.1. No Action Items this Month.**

**8.3. Operations and Procedures**

**8.3.1. No Action Items this Month.**

**8.4. Road Bond Project**

**8.4.1. No action Items this Month.**

**9. New Business**

**9.1. Move to approve sidewalk reimbursement to Mark Pucci at 125 Hawthorne Avenue in the amount of \$882.00 as approved by the Street Commissioner Ed Armeno.**

Motioned to approve by Mr. Sill, seconded by Ms. Moran and the motion carried.

**9.2. Move to approve request of the DHS Senior Class of 2020 to conduct a bonfire at the Picnic Grove on Wednesday, November 27, 2019 pursuant to all State and Local regulations.**

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

**9.3. Move to authorize the Ladies' Guild of Our Lady Queen of the Apostles Parish to post a temporary sign on the permanent structure at the corner of Main Street and the Derby Shelton Bridge from November 15, 2019 to December 9, 2019 for their Annual Cookie Walk.**

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

**9.4. Discussion & Possible action regarding the Derby Fire Department entering into a contract with FirstNet for cellular data.**

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

9.4

including, but not limited to, implied warranties of merchantability or fitness for a particular purpose. In no event shall AT&T be liable for any damages relating to the use or results of the calculator. The quoted rates are estimates of the monthly charges for the identified plans only and are based on the information provided by you. These rates do not include additional devices, features or services. Quoted rates supersede those in the applicable brochures, which are standard published rates, and not the discounted rates quoted herein, based on national, state or local contracts. Rates are subject to change and do not include taxes, fees, overage charges or surcharges. Activation fees, additional deposits and other restrictions may apply.

FirstNet Rate Plans - Agency Paid - Pooled & Unlimited	
Primary Users	<a href="https://www.firstnet.com/firstnetprimary">https://www.firstnet.com/firstnetprimary</a>
Primary Users (State/Local Gov)	<a href="https://www.firstnet.com/firstnetgovprimary">https://www.firstnet.com/firstnetgovprimary</a>
Extended Primary Users	<a href="https://www.firstnet.com/firstnetextended">https://www.firstnet.com/firstnetextended</a>
Extended Primary Users (State/Local Gov)	<a href="https://www.firstnet.com/firstnetgovextended">https://www.firstnet.com/firstnetgovextended</a>

FirstNet Rate Plans - Subscriber Paid	
Subscriber Paid Users	<a href="https://www.firstnet.com/firstnetresponder">https://www.firstnet.com/firstnetresponder</a>

FirstNet Machine-to-Machine Rate Plans	
Primary Users	<a href="https://www.firstnet.com/firstnetprimarym2m">https://www.firstnet.com/firstnetprimarym2m</a>
Primary Users (State/Local Gov)	<a href="https://www.firstnet.com/firstnetgovprimarym2m">https://www.firstnet.com/firstnetgovprimarym2m</a>
Extended Primary Users	<a href="https://www.firstnet.com/firstnetextendedm2m">https://www.firstnet.com/firstnetextendedm2m</a>
Extended Primary Users (State/Local Gov)	<a href="https://www.firstnet.com/firstnetgovextendedm2m">https://www.firstnet.com/firstnetgovextendedm2m</a>

FirstNet Enhanced Push-to-Talk Rate Plans	
Primary Users	<a href="https://www.firstnet.com/epttonlyprimary">https://www.firstnet.com/epttonlyprimary</a>
Primary Users (NASPO)	<a href="https://www.firstnet.com/epttonlyprimarnaspo">https://www.firstnet.com/epttonlyprimarnaspo</a>
Primary Users (NPPGov)	<a href="https://www.firstnet.com/epttonlyprimarnppgov">https://www.firstnet.com/epttonlyprimarnppgov</a>
Extended Primary Users	<a href="https://www.firstnet.com/epttonlyextprimary">https://www.firstnet.com/epttonlyextprimary</a>
Extended Primary Users (NASPO)	<a href="https://www.firstnet.com/epttonlyextprimarnaspo">https://www.firstnet.com/epttonlyextprimarnaspo</a>
Extended Primary Users (NPPGov)	<a href="https://www.firstnet.com/epttonlyextprimarnppgov">https://www.firstnet.com/epttonlyextprimarnppgov</a>

FirstNet Enhanced Push-to-Talk Bolt-Ons	
Primary Users	<a href="https://www.firstnet.com/epttboltonprimary">https://www.firstnet.com/epttboltonprimary</a>
Primary Users (NASPO)	<a href="https://www.firstnet.com/epttboltonprimarnaspo">https://www.firstnet.com/epttboltonprimarnaspo</a>
Primary Users (NPPGov)	<a href="https://www.firstnet.com/epttboltonprimarnppgov">https://www.firstnet.com/epttboltonprimarnppgov</a>

9.4



## Mobility Summary

### Mobility Overview

2019 NOV 13 PM 3:00

- 1 Total Plan
- Unlimited Data
- Jurisdiction: Connecticut
- Contract: NPP Gov

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### Total Cost

Plans \$291.92/mo

Total Monthly Cost \$291.92/mo

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## Mobility Details

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### Plans (1)

#### Unlimited – Primary

#### Included

- Unlimited data
- AT&T Dynamic Traffic Management or First Priority™

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### Access Charges

8 × Data Only Device with Tethering at \$36.49 each \$291.92/mo

Monthly Plan Cost \$291.92/mo

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This information is provided to you for informational purposes only. The terms of the identified plans can be found in the applicable brochures at the links below. AT&T may revise these terms at any time. In the event of a conflict between this information and the applicable business agreement, the applicable business agreement will control. AT&T disclaims all warranties

**9.5. Move to approve contract dated August 28, 2019 between the City of Derby and Liturgical Publications, Inc. to produce a six page monthly newsletter for the Derby Senior Center.**

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

1.5



**PUBLISHING SERVICE AGREEMENT**

This Agreement is made this 28 day of August, 2019 by and between Liturgical Publications Inc (Publisher) and Derby Senior Center, Derby, CT (Customer). The parties agree that the Customer will use Publisher's services as defined in section II below and shall provide copy on a timely basis. In consideration for Publisher providing a complete and continuous publishing service, the Customer agrees to distribute the publication to its members and hereby assigns to Publisher, all its rights to any advertising revenue from the publication. Every attempt will be made to deliver the publication in a timely manner, however, the customer acknowledges that the Publisher cannot be held responsible for delivery exceptions due to weather emergencies, strikes, natural disasters, or acts of God.

- I. **TERM:** This agreement shall commence immediately and shall continue in effect for 3 consecutive Publication Years (each publication year consisting of 12 publications), with the first publication year to begin on the 01 day of December, 2019. The term of this Agreement shall include the initial Publication Year(s) and any subsequent renewal(s) (collectively the "Agreement Term"). The Customer has the option of cancelling this Agreement by giving Publisher a one year written notice. This notice would need to be given to Publisher no later than the anniversary of the start of the agreement.
- II. **SERVICES:** Publisher shall provide to Customer all benefits outlined in the Agreement, provided 24 spaces of advertising sponsorship is maintained at all times during the term of this Agreement; otherwise, Publisher reserves the right to use alternate printing procedures or production methods; modify certain terms and conditions, or terminate this Agreement.  
Absent the existence of factors beyond the control of either party (including without limitation due to acts of God, natural disasters, war or the failure of Internet service providers, other vendors, or shipping carriers and without such party's fault or negligence), Publisher shall deliver the publication to Customer within 7 business days. Publications received after 2pm EST may take an additional business day.
  - A. Publisher shall provide the following publication(s)/services:
    - 12 issues of a(n) 6 page (8.5x11) Newsletter consisting of 4.5 page(s) of content and 1.5 pages of sponsorship (1/2 Pages 2 & and full page 4 and banner on calendar page 5). Quantity published will be 1200 copies per publication. Newsletter will consist of the following: Cover Sheet: Digital 11x25.5 4/4.
  - B. Royalties:
    - For the duration of this agreement Publisher will pay the Customer a profit sharing royalty in an amount equal to 30% of paid advertising revenue in excess of \$7,100 per publication year.
- III. **VALUE ADDED SERVICES:** Provide at no additional cost.
  - A. Customer will have unlimited access to Publisher's LPI Express publication transmission software.
  - B. WeCreate, <https://wecreate.4lpi.com/lpi>, (a \$299/yr value) – our source for content and artwork to help you produce a better publication.
  - C. OurSeniorCenter (<http://ourseniorcenter.com>) - Your publication's presence on the Internet that includes the last twelve issues of your publication online.
- IV. **AGREEMENT:** The contents of this document, including attached exhibits and/or subsequent renewal Agreements, extensions, or revisions constitutes the entire Agreement regarding the subject matter contained herein between Publisher and the Customer. The parties understand and agree to be bound by its terms and conditions. This Agreement shall bind the parties, their successors and assigns. This Agreement is not intended to supersede or modify other agreements.  
Customer agrees to provide Publisher a copy of their vendor list only for solicitation of advertising for the Publication. Publisher agrees to maintain confidentiality of these lists and only use them for contracted services between Publisher and the Customer. Customer also agrees to make available a telephone, Internet connection (if available), and work space for the Publisher's representative during scheduled sponsorship campaign(s). The Customer further agrees to insert a timely pre-sell message into their publication.
- V. **RENEWAL:** Publisher and Customer agree that at any date prior to the expiration of this Agreement, this Agreement may be renewed or revised on terms then mutually agreeable to both parties. If the Customer has not signed a new Agreement with Publisher, or notified Publisher in writing of its decision to non-renew service at least 180 days prior to the expiration of the Agreement Term, the parties agree to then renew this Agreement for such a period and under such terms as are identical to those contained in this Agreement.  
**Prior to replacing the service provided by the Publisher, the Customer agrees to give the Publisher the opportunity to match or exceed any other publisher's offer before entering into an agreement with them.**

**9.6. Move to approve the appointment of Keith McLiverty as interim Finance Director for the term of up to one year to commence on Monday, November 18, 2019 at the rate of compensation established in the current year's budget and contingent on the submission of his resignation as Treasurer.**

Motioned to approve by Mr. Sampson and seconded by Mr. Jim DiMartino.

**Roll Call Vote**

Barbara L. DeGennaro – No	Joseph L. DiMartino - Yes	Jim DiMartino -Yes
Thomas J. Donofrio - No	Evelyn Browning - Yes	Robert Hyder -Yes
Bev Moran - Yes	Ronald M. Sill - No	Charles Sampson - Yes

Motion carried.



**10. Old Business**

**10.1. Move to approve annual contract with A+ Technology & Security Solutions, Inc. for Central Station Monitoring for the City of Derby at J.R. Payden Field House through Nationwide Digital Monitoring Company in the amount of \$420.00 per year.**

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



A+ TECHNOLOGY & SECURITY SOLUTIONS, INC. [www.aplustechnology.com](http://www.aplustechnology.com)  
HEADQUARTERS • 1490 N. Clinton Avenue • Bay Shore, NY 11706 • 631.969.2600  
NEW ENGLAND • 1027 Fairfield Avenue • Bridgeport, CT 06605 • 877.797.6197

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**Central Station Monitoring**

A+ Technology & Security Solutions, Inc. will provide Central Station Monitoring for the City of Derby at the J. R. Payden Field House through Nationwide Digital Monitoring Company and the City of Derby will be billed \$420.00 annually.

Contract Dates;

4/1/2020 through 3/31/2021

**11. Executive Session –**

- 11.1. Collective Bargaining Agreement with City Hall Union – Negotiations**
- 11.2. Collective Bargaining Agreement with Derby Public Library Union – Negotiations**
- 11.3. Workers Compensation Claim from Police Department – Pending Claim**

Mr. Sill motioned to enter into executive session at 7:57 PM and invite Corporation Counsel Marino, Attorney George, and Mr. Baklik, Ms. DeGennaro seconded and the motion carried.

The meeting reopened at 8:47 PM.

**12. Regular Session Action from Executive Session**

- 12.1. Collective Bargaining Agreement with City Hall Union – Discussion & Possible Action**
- 12.2. Collective Bargaining Agreement with Derby Public Library Union – Discussion & Possible Action**

Mr. Sampson tabled items 12.1 and 12.2.

**12.3. Workers Compensation Claim from Police Department – Discussion & Possible Action**

Mr. Sampson motioned to accept the agreement presented for the heart and hypertension claim for Gerald Narowski. Mr. Sill seconded and the motion carried. Mr. Donofrio abstained.

**13. Adjournment**

- 13.1.** Mr. Sill motioned to adjourn at 9:00 PM, Mr. Donofrio seconded and the motion carried.

Respectfully submitted,

Terri Kuskowski

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