

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
May 26, 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.

A moment of silence was held for former Mayor Gino S. DiMauro, Jr.

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 correct Item 7.3, 7.4 and 7.5 as they should state "ending" February 28th, Ms. DeGennaro seconded and the motion carried.

5. Public Portion

Fred Picoski asked about which building 182 Derby Avenue was. He spoke about the tax board meeting and said he felt what he said didn't come out right. He believes volunteers should receive the same respect as everyone else. He spoke about Governor Malloy bringing refugees into our state and he asked that the Board fight this until all our veterans are taken care of.

6. Approval of Minutes

6.1. Regular Full Board Meeting –April 28, 2016

Ms. DeGennaro motioned to approve, Mr. Staffieri seconded and the motion carried.

6.2. Special Meeting – May 10, 2016

Ms. DeGennaro motioned to approve with a correction on the second page where it should state that Mr. DiMartino entered the meeting not Mr. Iacuone. Mr. Staffieri seconded and the motion carried.

7. Administrative and Appointments

7.1 Move to approve refund of excess taxes paid in the amount of \$63.36 as recommended by the Tax Collector Denise Cesaroni.

Mr. DiCenso motioned, Mr. Sill seconded and the motion carried.

7.2 Move to approve appointment of Adam Pacheco to the Charter Revision Commission.

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

7.3 Move to approve the re-appointment of Albert Misiewicz as a regular member of the Planning and Zoning Commission for the term beginning March 1, 2016 and ending February 28, 2021.

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

7.4 Move to approve the re-appointment of Glenn H. Stevens as a regular member of the Planning and Zoning Commission for the term beginning March 1, 2016 and ending February 28, 2021.

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

7.5 Move to approve the re-appointment of Tony Szewczyk as an alternate member of the Planning and Zoning Commission for the term beginning March 1, 2016 and ending February 28, 2021.

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

7.6 Move to take up items 13.3 and 14.3 at this time instead of at the end of the meeting.

13.3 Acquisition of Real Property for Burtville Pump Station

Mr. DiCenso motioned to enter into executive session and invite Attorney Welch. Mr. Iacuone seconded and the motion carried at 7:12 PM.

The meeting reopened to the public at 7:18 PM.

14.3 Acquisition of Real Property for Burtville Pump Station

Mr. DiCenso motioned to approve the acquisition of property at 49 Burtville Avenue 0.243 acres for the sum of \$17,000.00 which property is necessary for the construction of the Burtville Avenue Pump Station pending an 8-24 approval and further authorize Mayor Dugatto to execute any and all documents. Mr. DiMartino seconded and the motion carried.

8. Sub-Committee Reports

8.1. Blight Committee

8.1.1. Move to approve the agreement by and between J.P. Morgan Chase Bank and the City of Derby relative to property located at 125 Hawthorne Avenue, Derby, CT.

Motioned by Mr. DiCenso and seconded by Mr. DiMartino.

Mr. DiCenso motioned to amend his motion to add "no later than August 30th." Mr. DiMartino seconded and the motion carried with all in favor.

8.1.1

BLIGHT LIEN AGREEMENT

The parties to this agreement are The City of Derby of 1 Elizabeth Street, Derby, Connecticut 06418 (hereinafter "City") and J.P. Morgan Chase Bank of 1111 Polaris Parkway, Columbus, Ohio, 43240 (hereinafter "Bank");

Whereas, the parties, hereby acknowledge that the property known as 125 Hawthorne Avenue, Derby Connecticut (hereinafter "property"), is the subject of a blight lien of \$72,600.00 pursuant to Sec. 60-4 of the Derby City Code, which fines continue to accrue on a daily basis

Whereas, the Bank hereby agrees to make improvements of the property in order to remedy the blighted condition.

Whereas, the City hereby agrees to accept 25% (\$18,150.00) of the afore-mentioned blight lien of \$72,600.00 on the afore-mentioned property provided that all of the following conditions are met:

1. The Bank within sixty (60) days of entering into this agreement with the City remedies all of the blight conditions including but not limited to the removal of the shed/garage, removal of all debris, replacement of the roof and siding;
2. That the Building Official for the City is permitted to inspect both internally and externally the afore-mentioned property in order to confirm that the improvements have in fact occurred;

8.1.1

3. The Bank will pay the City the sum of \$18,150.00 upon the execution of this Agreement as a full payment of the outstanding blight lien. Upon the completion of the remedies of the blighted conditions, the City will release the blight lien.

Designated Representative

Mayor Anita Dugatto
City of Derby
\\

R

Date:

Date:

F

8.1.2. Update on 182 Derby Avenue.

Attorney Welch updated the board that he received correspondence stating that they have submitted the invoice and have paid for the police services. Mr. Sill asked about the fence that was supposed to be put up. Attorney Welch said he would follow up on that.

8.2. Community Relations

8.2.1. Move to waive the fees for the picnic grove and pavilion for the Derby High School class of 1961 to hold their 55th reunion provided that the security deposit is paid in full.

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

8.2.2. Move to approve the concept of the restoration of the Derby-Shelton Civil War Memorial Monument which will require the City of Derby contributing \$5,000 towards the cost of said renovation, a waiver of bids, and the City entering into a contract with Conserve Art of Hamden, CT and further authorize the filing of a formal application to the Valley Community Foundation for a \$10,000 grant and to request that VCF draft their fund agreement for the City's review.

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

8.3. Operations & Procedures

8.3.1. Move to approve the use of a City Hall meeting room by the Derby Democratic Town Committee and the Derby Republican Town Committee provided there are no scheduling conflicts with other City agencies and which scheduling shall be coordinated through the Town Clerk's office.

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

8.3.2. Move to approve the Animal Control Service Agreement by and between the City of Derby and City of Shelton.

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

**AGREEMENT BY AND BETWEEN
THE
CITY OF SHELTON
AND THE
CITY OF DERBY
ANIMAL CONTROL SERVICES**

July 1, 2016 - June 30, 2017

This Agreement, by and between the City of Shelton (hereinafter referred to as "Shelton"), and the City of Derby, Connecticut (hereinafter referred to as "Derby") provides for the delivery animal control services for the period of July 1, 2016 through June 30, 2017.

Section 1 Animal Control Facility

Shelton shall maintain its current animal control facility which it owns located on Riverdale Avenue, Shelton to administer and enforce the laws relating to dogs and animals in accordance with State Law.

Section 2 Appointment

The City of Shelton has appointed an Animal Control Officer and such assistants are deemed necessary to carry out the activities and responsibilities of its animal control services.

Section 3 Service to Neighboring Communities

Derby has requested that Shelton provide animal control services to its City and Shelton has agreed to provide those services as more fully described in this Agreement.

Section 4 Services to Be Provided

Shelton shall provide the following general and administrative support services for dog and animal control to Derby:

- A. Shelton shall employ and supervise all necessary personnel to perform the services required in this Agreement;
- B. The services to be performed by Shelton shall include:
 - (i) handling of confined, stray, nuisance, sick, injured, or vicious animals;
 - (ii) investigation and enforcement of any cruelty, abandoned or protective custody cases;
 - (iii) handling disputes involving animal complaints;
 - (iv) providing emergency veterinary care or an emergency basis only for domestic animals.
 - (v) investigation of reported bites, quarantine of animals where necessary pursuant to State regulations and statutes.

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- C. Shelton shall cooperate with other agencies in delivering animal services to Derby. It is recognized that the other agencies, such as the Connecticut Department of Agriculture, the Connecticut Humane Society, and State Police, also have animal control and welfare responsibilities and interests. The Animal Control Program shall be cognizant of such overlapping jurisdiction, shall avoid duplication of services, where appropriate, shall provide for coordination, referral and assistance to and among such agencies.
- D. Shelton shall provide such facilities, equipment, and inventory of supplies as are necessary to fully provide the services required herein. Shelton shall maintain all field equipment necessary for its animal control functions in good repair and maintain all current licenses and registrations required by State Law.
- E. Shelton shall outfit its field personnel in its standardized uniforms which clearly identify such person and the Shelton Animal Control Program.
- F. Shelton shall respond to individual citizen requests for information concerning animal control and animal welfare.

Section 5 Consideration to be Paid to Shelton by Derby

In consideration for Shelton's performance of the duties and responsibilities set forth in this Agreement, Derby agrees to pay Shelton the sum of Four Thousand Three Hundred and Seventy-Five (\$4,375.00) Dollars per month for the period of July 1, 2016 through June 30, 2017. Shelton shall have sole authority to prepare an operating budget (including allocations for reasonable and necessary improvements to the facility and the purchase of personal property).

Section 6 Accountability

Shelton shall provide Derby with quarterly reports-concerning the animal control activities performed under this Agreement and such reports shall include the following information for the City of Derby:

- (i) The number of animals picked up in the City of Derby;
- (ii) the number of animals sheltered from the City of Derby;
- (iii) the name and addresses of the individuals receiving notices of violations;
- (iv) the number of investigations in the City of Derby

Section 7 Equipment

Upon the expiration or termination of the Agreement, Shelton shall retain all vehicles, equipment and other capital items used to provide the services set forth herein free of any claim from Derby.

Section 8 Duration of Agreement

This Agreement shall be automatically renewed for additional term of one (1) year unless terminated by any of the parties in accordance with Section 10-C and D.

In the event this Agreement is renewed, all terms and conditions set forth herein shall be applicable during the renewal period except Section 5 which shall be renegotiated by the parties.

Section 9 Miscellaneous Provisions

- A. This Agreement may be amended in whole or in part by mutual agreement of Shelton and Derby.
- B. It is the intention of the parties that the relationship of Shelton to Derby in the course of the performance of its duties pursuant hereto is that of an independent contractor. Nothing contained in the Agreement shall be construed to constitute Shelton as a partner, joint venture, agent or employee of Derby. Shelton, as an independent contractor, shall be solely responsible for the hiring, discipline and management of Shelton employees, and all costs and expenses related thereto, including the payment (and withholding, if required) of all applicable federal, state and local taxes. Shelton and Derby shall not be construed as joint ventures or partners of each other and neither shall have the powers to bind or obligate the other except as set forth in the Agreement.
- C. If, at any time during the term of this Agreement, Shelton, in the reasonable discretion of Derby : (a) has failed materially to provide services required in accordance with this Agreement; (b) has become insolvent; (c) abandons the work; (d) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Agreement other than as provided herein; or (e) repeatedly or materially fails to comply with any other term or condition contained in the Agreement, Derby shall have the right to terminate the Agreement upon ninety (90) days written notice to Shelton. In the event of termination, Derby's payment obligations shall cease as the final date on which services in accordance with this Agreement are performed by Shelton.
- D. Either Shelton or Derby may elect to withdraw from this Agreement by providing written notice to the other parties of its intent to withdraw and the withdrawal shall become effective six (6) months after such written notice is received by the non-withdrawing party (parties). Such withdrawal shall not relieve the withdrawing party of any liabilities of the annual control operation prior to the effective date of this withdrawal.
- E. The waiver by either party of a breach of any provision of this Agreement by the other party shall no operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed,
- F. No part of this Agreement not any rights or obligations hereunder shall be assigned or subcontracted without prior written approval of the parties. This is intended to a restriction on both the right and the power to assign, and any purported assignment not consented to by the parties as herein required shall be void, shall confer no rights on the purported assignee and need not be recognized by the parties. This Agreement shall be binding upon and inure to the benefit of Shelton and Derby and their respective permitted successors and assigns.
- G. The invalidity or unenforceability of any provision hereof shall in no way affect the validity of enforceability of any provision.

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- H. This Agreement shall be governed, construed and enforced in accordance with, the laws of the State of Connecticut
- I. This Agreement contains the entire understanding of the parties and supersedes and replaces any and all previous understandings, written or oral, regarding the subject matter of this Agreement.
- J. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and to the same instrument. Facsimile signatures shall be treated as original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

THE CITY OF SHELTON

BY: *Mal A. Smith*
Mayor
Duly Authorized

Date

Witness

Witness

THE CITY OF DERBY

BY: *Andrew J. Kelly*
Mayor
Duly Authorized

6/2/2016
Date

Ann T. DeCaro
Witness

[Signature]
Witness

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8.3.3. Move to approve the License Agreement by and between the City of Derby and the Derby Cultural Commission relative to the use of the Derby Green for a Farmer's Market.

Motioned by Mr. Gerckens and seconded by Mr. Sill.

Ms. DeGennaro asked Attorney Welch how the Cultural Commission will provide product liability insurance. He said would check with Mr. Rak. Ms. DeGennaro also said there is a date error on the agreement. The term should be 2016 not 2015. Mr. Gerckens motioned to amend his motion, Mr. Sill seconded and the motion carried.

8.3.3

LICENSE AGREEMENT

AGREEMENT made this ___ day of _____, 2016 by and between the City of Derby, 1 Elizabeth Street, Derby, Connecticut (hereinafter "City") and Derby Cultural Commission, with a business address of 1 Elizabeth Street, Derby, Connecticut (hereinafter "Commission").

Whereas, the City is the owner of a certain piece or parcel of land shown and designated on a certain map attached hereto as Exhibit A and known as the Derby Green;

Whereas, the Commission wishes to provide a location for local farmers to sell their produce and accessories which are grown and/or produced on local farms ;

Whereas, in addition to the farmer's produce being offered, the Commission also desires to provide the opportunity for other vendors to participate in the Farmer's Market provided same do not exceed ten (10%) percent of the total number of vendors with the understanding that if the total number of farm vendors does not exceed ten (10) one non-farm vendor will be permitted;

Whereas, the City and the Commission agree that the Derby Green is the proper location for the sale of the produce based upon certain restrictions.

Now Therefore, for One (\$1.00) Dollar and other valuable considerations the parties agree as follows, to wit:

1. The City grants the Commission a license to use the Derby Green only at those times and dates approved by the City of Derby for the uses

8.3.3

described above. The City agrees that the Commission may use the Derby Green on Sundays from 9:00 a.m. to 3:00 p.m. June through October. The Commission may not access the property or use same in any fashion without prior written consent of the City of Derby

2. The License shall be for a term of five (5) months commencing on June 1, 2015 and terminating on October 31, 2016 .

3. The Commission agrees to pay the City the sum of One (\$1.00) Dollar per year for this License.

4. The Commission agrees for itself, successors and assigns to save and hold the City harmless from any loss, cost, damage or expenses resulting from the Commission's use of the premises or any rights granted under the terms of this License Agreement or arising from the Commission's failure to comply with the terms hereof including, without limitation, attorney fees incurred in enforcing the terms of this Agreement.

5. The Commission shall provide product liability insurance in an amount and with a company acceptable to the City which shall insure that the City is named as an additional insured. The cost of said insurance shall be borne by the Commission. A Certificate of Insurance shall be provided to the City annually and the insurance policy and certificate shall provide that no termination of the policy shall be effective until thirty (30) days after written notice is given to the City. If the Commission shall fail to provide for said insurance, the City may terminate this Agreement. Each vendor shall provide product liability insurance in an amount and with a company acceptable to the City. Said insurance policy

8.3.3

shall name the City as an additional insured and certificate holder. The cost of said insurance shall be borne by the vendor. A Certificate of Insurance shall be provided to the City annually and the insurance policy and certificate shall provide that no termination of the policy shall be effective until thirty (30) days after written notice is given to the City. If any vendor shall fail to provide for said insurance, the City may terminate this agreement.

6. This License Agreement may not be assigned and/or transferred in any manner.

7. Notwithstanding to provision of Paragraph 2, this License Agreement will automatically terminate upon the happening of one of the following events: (a) Use of the premises which is not permitted by this License Agreement or (b) Failure to comply with any terms of this License Agreement.

8. The Commission shall insure that the Commission and all of the vendors comply with any and all Federal, State and local laws.

9. This License Agreement and the Commission's use of the premises shall be non-exclusive.

10. The Commission shall remove any and all debris, trash resulting from its use of the property and shall provide any necessary trash receptacles at the Commission's sole cost and expense.

- H. This Agreement shall be governed, construed and enforced in accordance with, the laws of the State of Connecticut
- I. This Agreement contains the entire understanding of the parties and supersedes and replaces any and all previous understandings, written or oral, regarding the subject matter of this Agreement.
- J. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and to the same instrument. Facsimile signatures shall be treated as original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

THE CITY OF SHELTON

THE CITY OF DERBY

BY: *Mal A. Smith*
 Mayor
 Duly Authorized

BY: *Andrew J. Kelly*
 Mayor
 Duly Authorized

 Date

6/2/2016
 Date

 Witness

Ann T. DeCaro
 Witness

 Witness

[Signature]
 Witness

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8.3.4. Move to waive the bids pursuant to Charter Section 66 and approve the contract by and between Pyro Engineering, Inc. and the City of Derby for the fireworks display to be on July 1, 2016.

Motioned by Mr. Gerckens and seconded by Mr. Olenoski. Ms. DeGennaro asked if the rain date was correct. She believed it was July 3rd, not the 2nd. Mr. Gerckens amended his motion to correct the rain date and add that the fire marshal will confirm the shell count. Mr. Olenoski seconded the amendment and the motion carried.

8.3.5. Move to approve the amendments to Ordinance Section 125-4 as presented.

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

8.3.5

§ 125-4. Occupancy permit required.

A. Prior to any person, corporation or entity occupying or offering for occupancy any building or portion of an apartment or dwelling unit in any structure containing ~~three~~ two or more housing units, after a vacancy, an occupancy permit for the apartment or dwelling unit shall be obtained from the Building Official.

B. A permit is not required for any structure occupied by the owner thereof and containing ~~three~~ two or less housing units.

C. A permit is not required for any structure which has been constructed or substantially reconstructed within the ten-year period immediately before the date such occupancy permit would otherwise be required under this section.

8.3.6. Move to authorize the disposal of the Derby Public Library's old computers provided the hard drives are property cleaned and erased.

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



**DERBY
PUBLIC
LIBRARY**

Harcourt Wood Memorial
Established 1902

8.3.6

203-736-1482
203-736-1419 Fax
313 Elizabeth Street
Derby, Connecticut 06418
www.derbypubliclibrary.org

May 3, 2016

Carmen DiCenso, President
Board of Alderman
City of Derby
1 Elizabeth St.
Derby, CT 05418

Dear President DiCenso and Board,

Over the past twelve years, the Derby Public Library has followed a plan of steadily updating both patron and staff computers. As new ones are purchased, any reusable parts of the old ones are removed and then stored in a small storage area. Due to our expanding services, we now need that space for other things. We would like to dispose of these old machines. Since they are all on the City inventory list, we ask for your approval to remove the following items:

Desktop #s:

- 1012
- 1014
- 1037
- 1038
- 1039
- 1040
- 1041
- 1043
- 1045
- 1048
- 1049
- 1332
- 1335
- 1809
- 1814
- 1815
- 1816
- 1817

I would be happy to address any questions you might have. Thank you.

Sincerely,

Cathy Williams
Cathy Williams
Library Director

8.3.7. Presentation not to exceed 5 minutes regarding Johnson Controls Energy Savings Plan.

The Board listened to a brief presentation.

8.4. Road Bond

8.4.1. Update on 2015 Road Bond Project Phase 3

Mr. Sill said that Phase 3 went out to bid and he believes the same company won and they are hoping to finish Phase 3 in July.

9. Department Reports

Mayor Dugatto introduced the Chief of Staff, Leslie Creane and apologized for not forwarding her report ahead of time.

9.1. Board of Education

Mr. Iacuone asked how many pass-throughs they have and if ACES was a pass-through for the summer program. Dr. Conway said they are a regional education service center and the district has partnered with them. Dr. Conway is trying to regionalize services. ACES will take care of the registration for the summer school and tuition will still come to DPS this year. Next year ACES will take over the program for the entire region and we will be providing a location only.

The Board also asked about the fields. Dr. Conway stated he is hoping to hear more in June.

9.2. Cultural Commission

The Board asked about the fireworks. The Mayor stated that the police are working on it and should be reaching out to the Cultural Commission shortly to discuss vendors and the road closures.

9.3. Public Works

Mr. Donofrio stated that St. Mary's Church is conducting a walk on Sunday and asked if DPW could clean up the street.

9.4. Building Department

The board believes the calculation on the report is incorrect. Mayor Dugatto will discuss it with Mr. Sarmiento.

9.5. Facilities Inspectors

Nothing was discussed.

9.6. Fire Marshal

Nothing was discussed.

9.7. Fire Department

Nothing was discussed.

9.8. Office of Emergency Management

Nothing was discussed.

9.9. Parking Division

Nothing was discussed.

9.10. Police Department

Ms. DeGennaro asked LT Froscono to forward a complaint from residence on Cottage Street regarding people parking in the crosswalk.

9.11. Water Pollution Control Authority

Nothing was discussed.

9.12. Finance Director

Nothing was discussed.

9.13. Corporation Counsel Update

Nothing was discussed.

9.14. Storm Ambulance Corp

Nothing was discussed.

9.15. Parks and Recreation

Mr. Sill said people are still driving bikes on the fields. Mr. Olenoski said that Chief Narowski said a camera could be put up. Mayor Dugatto said the police could drive through the area. Lt Froscono said he would discuss that with the police department and see if they could track the dirt bike trails.

9.16. Revolving Loan Fund

Nothing was discussed.

10. Other Committee Reports

10.1. O'Sullivan Island Committee

Mr. Gerckens said that he is coordinating a time for Mr. Dunne to speak with the Board.

10.2. Capital Planning Commission

Nothing was discussed.

10.3. School Building Committee for Roofs

Nothing was discussed.

10.4. Infrastructure Committee

The committee approved going out to bid for Burtville.

11. New Business

11.1. Move to approve the Agreement between the City of Derby and DPZ Partners, LLC for Downtown Derby Revitalization Planning Professional Services and further authorize Mayor Anita Dugatto to execute any and all documents necessary to effectuate the same.

Motioned by Mr. DiCenso, seconded by Mr. Olenoski and the motion carried.

12. Old Business

12.1. No items this month.

13. Executive Session

13.1. Sale of City Property / Water Street, Map 8-7, Lot 23

13.2. Sale of City Property/ Francis Street, Map 8-7, Lot 48

Mr. DiCenso motioned to enter into executive session and invite Attorney Welch. Mr. DiMartino seconded and the motion carried at 8:17 PM.

The meeting reopened to the public at 8:29 PM.

14. Regular Session Action from Executive Session

14.1. Sale of City Property / Water Street, Map 8-7, Lot 23 – Discussion and Possible Action

Mr. DiCenso motioned to approve the sale of the property on Water Street, Map 8-7, Lot 23 to Richard Cretella for \$6,100 pending an 8-24 approval and in accordance with the terms of the bid and further authorize Mayor Dugatto to execute any and all documents. Seconded by Mr. Sill and the motion carried.

14.2. Sale of City Property/ Francis Street, Map 8-7, Lot 48 – Discussion and Possible Action

Mr. DiCenso motioned to approve the sale of the property on Francis Street, Map 8-7, Lot 48 to Richard Lindner for \$18,500 pending an 8-24 approval and that they remedy the blighted conditions within 45 days and pursue the rehabilitation with due diligence and in accordance with the terms of the bid and further authorize Mayor Dugatto to execute any and all documents. Seconded by Mr. DiMartino and the motion carried. Ms. DeGennaro opposed.

15. Adjournment

Motion to adjourn at 8:31 PM by Mr. Sill, seconded by Mr. DiMartino and the motion carried.

Respectfully submitted,

Terri Kuskowski

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