

**BOARD OF ALDERMEN**  
**OPERATIONS & PROCEDURES SUBCOMMITTEE SPECIAL MEETING**

**MARCH 22, 2018 – 5:00 P.M.**

**JOAN WILLIAMSON ALDERMANIC CHAMBERS**

**MINUTES**

Chair Barbara L. DeGennaro called the special meeting to order at 5:02 p.m. All rose and pledged allegiance to the flag.

**Roll Call**

Present: Barbara L. DeGennaro, Charles Sampson, Beverly Moran

Also Present: Andrew Baklik, Chief of Staff

Philip Hawks, Fire Marshal

Louise Pitney, Registrar of Voters (D)

John Kowarik, Registrar of Voters (R)

Carlo Sarmiento, Building Official

Marc J. Garofalo, Town & City Clerk

Pamela Gagliardi, Administrative Assistant to Mayor Dziekan

Salvatore Coppola, Finance Director

Vincent Marino, Corporation Counsel

**ADDITIONS, DELETIONS, CORRECTION TO THE AGENDA**

As it is a Special Meeting there are no additions, deletions or corrections to the agenda.

**A MOTION** was made by Mr. Sampson with a second by Ms. Moran to adopt the agenda as presented. **Motion carried.**

**PUBLIC PORTION**

Ms. DeGennaro asked three times if anyone wished to address the committee. Hearing no requests...

**A MOTION** was made by Ms. DeGennaro with a second by Mr. Sampson to close the public portion. **Motion carried.**

**APPROVE MINUTES OF THE FEBRUARY 20, 2018 OPERATIONS & PROCEDURES SPECIAL MEETING**

**A MOTION** was made by Mr. Sampson with a second by Ms. Moran to approve the Minutes of the February 20, 2018 Special Meeting. **Motion carried.**

**PROPOSED ORDINANCE, CITY OF DERBY CODE, ENTITLED "RENTAL ACCOUNTABILITY ACT" AS APPLIES TO ZONING CODE VIOLATIONS WITHIN THE CITY OF DERBY.**

**DISCUSSION/POSSIBLE ACTION AND RECOMMENDATION TO THE FULL BOARD OF ALDERMEN**

Ms. DeGennaro said Atty. Marino is here this evening to answer any questions. Atty. Marino said this was presented at a department head meeting a couple of months ago. He explained that this has been very successful for the City of Ansonia and the Rental Accountability Act that is in the packet this evening is modeled after Ansonia's. It basically gives the City additional ammunition to go after "bad actors" and they would have to pay for displaced tenants. The City would also be able to levy fines above and beyond Planning & Zoning fines. Ms. DeGennaro said she feels that this draft is a little all over the place. She said if she contacts someone to rent for her how would they know if they are or aren't in compliance – how can the City hold them responsible. Atty. Marino said that Ansonia is the only community in the State that has something like this. Ms. DeGennaro said that New Haven and Milford also has it. Atty. Marino said Derby needs to see if we want to get into this position – do we infuse ourselves into a civil process. He said Ansonia has never had it challenged. They feel it's been a successful tool. Atty. Marino said the City can tailor it to make it more appropriate. Mr. Sarmiento said its working in Ansonia because those people are now coming here. Ms. DeGennaro said she feels that under section (a) paragraph 1 and 2 need to be reviewed. Mr. Sampson said he would pretty much be for this; however he noted that paragraph 2 would be hard to uphold. Atty. Marino also noted that the Finder's Fee is another point – it encourages whistle blowing – we would have to establish a line item for that fee. Mr. Sampson said he feels that (a) paragraph 2 and the Finder's Fee need to be further explored. Mr. Sarmiento said the cost of displaced tenants is also high - \$4,000 per family under the Uniform Relocation Act. The committee will see if there are other towns that may have something like this and Atty. Marino will re-work section (a) paragraphs 1 & 2 and come back for next month to discuss.

**A MOTION** was made by Mr. Sampson with a second by Ms. Moran to **TABLE** this item until next month's meeting. **Motion carried.**

**REVIEW OF CITY OF DERBY CODE, CHAPTER 186, VEHICLES AND TRAFFIC, ARTICLE IX "BOAT RAMP", SECTION §186-51 "BOAT RAMP TRAILER PERMIT", SECTION §186-52 "FEE STRUCTURE", SECTION §186-53 "PERMIT APPLICATION" AND SECTION §186-54 "VIOLATION." – DISCUSSION/POSSIBLE ACTION AND RECOMMENDATION TO THE FULL BOARD OF ALDERMEN/ALDERWOMEN**

Ms. DeGennaro said she placed this item on tonight's agenda noting that she doesn't feel there's a problem with the Ordinance as it's written. There was a discussion last year regarding enforcement down at the boat ramp. Ms. DeGennaro said there are a lot vehicles down at the ramp and she's not sure if they have permits and she doesn't believe that any signs have been installed. It was noted that Derby residents don't get charged for permits. Mr. Garofalo said one person has come in for a permit and last year there were none. He said there are no signs indicating that permits are required. Mr. Sampson said he believes that is State property and questioned how we could enforce anything. It was noted that there has been a lot of discussion regarding the

entire permit process and also whether to have the permit placed on the car or the trailer. Mr. Garofalo said there will be more demand as the weather changes and no one will come for a permit if there is no signage stating that they must obtain a permit. Mr. Sampson suggested speaking to Public Works about the signs and noted that we can't enforce anything if it's not properly posted. Ms. Finn will review the past minutes when the boat ramp was discussed and present them at the next meeting.

**A MOTION** was made by Ms. Moran with a second by Mr. Sampson to **TABLE** this item until next month's meeting. **Motion carried.**

**REQUESTS FOR SALARY INCREASES FROM FIRE MARSHAL'S OFFICE FOR THE DEPUTY FIRE MARSHALS AND FIRE INSPECTORS, THE REGISTRAR OF VOTERS OFFICE, AND PARKS & RECREATION EMPLOYEES. DISCUSSION/POSSIBLE ACTION AND RECOMMENDATION TO THE FULL BOARD OF ALDERMEN/ALDERWOMEN**

Ms. DeGennaro said this item and the next item go together. She said she placed this on the agenda as she has received requests from the Fire Marshal, Registrar of Voters and Parks & Recreation. She explained that what happened two years ago the Aldermen received one request and employees that are not Union or have a contract would come to the Board of Aldermen to seek raises. Ms. DeGennaro said in 2015 the Board of Aldermen started discussions again and nothing happened. The Aldermen received a list of all employees in 2015 noting who was Union, Non-Union and those under Contract. There have been individuals who leave the City and then look for unused personal time, vacation, sick. Mr. Hawks said since he started full-time he has always had a contract until the previous administration stopped the practice and refused to renew his contract. He informed the committee that by State Statute he is considered a life-time employee. Mr. Hawks said he has been with the City since 1996 and in 22 years has received a raise of \$839.00. The Deputy Fire Marshals currently receive \$4,339.00 per year and he would like to see that increased to \$5,500.00 per year. Mr. Hawks said one of his marshals resigned last year and he was also able to decrease some line item amounts. With those changes he will be able to incorporate the new rate and not ask the Board of Apportionment & Taxation (BOAT) for an increase.

Ms. Pitney said there is something in the Charter that states her office can only get an increase in the 2<sup>nd</sup> year of their four year term. Ms. DeGennaro said she recalls former Corporation Counsel Tom Welch looking into this matter. She told Ms. Pitney that she can always propose it to the BOAT. Ms. DeGennaro said she believes there may have been an agreement that raises would be given in accordance with City Hall Union increases. Ms. Moran suggested meeting with Corporation Counsel to have this matter hashed out once and for all. Mr. Garofalo believes that would make the most sense. Ms. DeGennaro said we also need to get an updated list from Finance of all employees – union, non-union, contract, etc... Mr. Baklik said he thinks that would help immensely in finally coming up with one set rule on how this is handled. Mr. Sampson said he's sure other cities grapple with this and suggested seeing how they handle this. Ms. DeGennaro said we're not a rich city but we need to look at the compensation from other cities of comparable size and what their payment scale is. Mr. Baklik said he could find this information out through the Connecticut Conference on Municipalities

(CCM.) Ms. Pitney asked if she should prepare her budget without an increase. Mr. Hawks said he put in the amount with an asterisk noting pending Board of Aldermen approval on the amount. Ms. DeGennaro suggested to Ms. Pitney that she do the same.

**A MOTION** was made by Mr. Sampson with a second by Ms. Moran to **TABLE** item (9) requests for salary increases from the Fire Marshal's Office for the Deputy Fire Marshals and Fire Inspectors, the Registrar of Voters Office, Parks and Recreation Employees and item (10\*) review of past practice and policy of wage, stipend, and salary increases for non-union, non-contractual City employees until next month. **Motion carried.**

**REVIEW OF PAST PRACTICE AND POLICY OF WAGE, STIPEND, AND SALARY INCREASES FOR NON-UNION, NON-CONTRACTUAL CITY EMPLOYEES. DISCUSSION/POSSIBLE ACTION AND RECOMMENDATION TO THE FULL BOARD OF ALDERMEN/ALDERWOMEN**

**\*SEE ACTION TAKEN ON PREVIOUS ITEM.**

**CLASS ACTION LAWSUIT REGARDING THE OPIOID EPIDEMIC AND PROPOSED RETAINER AGREEMENT FROM VENTURA LAW AND BRANSTETTER, STRANCH AND JENNINGS, PLLC. DISCUSSION/POSSIBLE ACTION AND RECOMMENDATION TO THE FULL BOARD OF ALDERMEN/ALDERWOMEN**

**AGREEMENT TO PROVIDE LEGAL SERVICES – OPIOID LITIGATION**

**The Parties:** This Agreement to provide legal services is hereby entered into between the City of Derby, referred to as "CLIENT" and Ventura Law and Branstetter, Stranch & Jennings, PLLC, referred to collectively as "ATTORNEYS."

**Scope of Representation:** The CLIENT is hereby hiring the ATTORNEYS to pursue all legal claims, which the CLIENT may have arising out of the opioid epidemic, including but not limited to legal claims against the opioid manufacturer(s), distributor(s) or other third parties responsible for opioid related municipal damages. The ATTORNEYS will take all action necessary for the representation of this claim including performing a full investigation of the CLIENT's damages, hiring experts, and commencing all necessary legal action(S) or proceedings.

**Legal Fees:** The CLIENT that the ATTORNEY's fee for the legal services provided pursuant to this agreement will be twenty five percent (25%) of any gross settlement or recovery. This amount will be calculated before the deduction of any liens, costs, and expenses. The CLIENT authorizes the ATTORNEYS to deduct the legal fees from any recovery received in the case. IF THERE IS NO RECOVERY, THE CLIENT SHALL NOT BE RESPONSIBLE FOR ANY LEGAL FEES RELATED TO THIS CASE.

**Costs and Expenses:** In the event there is a recovery, the CLIENT shall be responsible for reimbursing the ATTORNEYS for the reasonable costs and expenses incurred on the CLIENT's behalf during the course of the representation. All costs and expenses will be advanced by the ATTORNEYS and then deducted from the CLIENT's settlement or

award at the conclusion of the case. Costs may include (but not be limited to) court fees, investigation expenses, expert witness fees, and any other costs which deemed necessary for effectively pursuing the CLIENT's claim. The ATTORNEYS may also obtain financing for some or all of the costs, and in that event, the CLIENT agrees to pay the actual costs and interest expenses incurred for borrowing those funds. IF THERE IS NO RECOVERY, THE CLIENT SHALL NOT BE RESPONSIBLE FOR ANY COSTS RELATED TO THIS CASE.

**Association with Co-Counsel:** The ATTORNEYS may associate additional Co-Counsel if deemed necessary by them to effectively pursue the CLIENT's claim. Regardless of the number of Co-Counsel involved, the overall legal fee will be the same as if the CLIENT has hired one law firm (25%) and the ATTORNEYS will divide any legal Fees amongst them based upon the percentage of work performed. All ATTORNEYS involved will assume joint legal responsibility for the case.

### **ACKNOWLEDGMENT**

#### **CLIENT:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

#### **ATTORNEYS:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
VENTURA LAW

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
BRANSTETTER, STRANCH & JENNINGS, PLLC

Ms. DeGennaro asked why would the City want to enter into a retainer agreement in an action that has not started yet and what type of action – it's a class action – how is it going to benefit us as a City. Atty. Marino said basically if you're being sued or if you want to sue someone the way you retain a lawyer is through a Retainer Agreement. The opioid epidemic has become a problem throughout the state as well as the country and there are firms throughout the country who have started a process toward bringing an action against the pharmaceutical companies to try to seek reimbursement for the several municipalities for costs that have been incurred. There's no guarantee that the City is going to get a penny out of this. There's an analysis that would still have to be performed by the retained law firm to see what the costs, if any, have been borne by the community and then based upon those costs when compared against other communities if there is a resolution in settlement or judgment with money coming in from a large pot. Those monies would be shared by the constituent clients of that (inaudible.) So there's no cost to the municipality up front and there's no cost to the municipality should the lawsuit be not successful. If we do not participate and if there's ever a recovery 25% would go to the law firm, 75% to the City. They're going to look at

EMS prior calls, Police calls for people who have overdosed ambulance transportation costs. They're also going to look at Special Education costs from people who are knowingly forming an addiction (inaudible.) Atty. Marino said that a lot of municipalities have signed on for this. Mr. Baklik said they gave a very thorough presentation and he feels it's a win-win. He noted that Ansonia and Danbury has signed on.

**A MOTION** was made by Mr. Sampson with a second by Ms. Moran to recommend to the full Board of Aldermen/Alderwomen the Class Action Lawsuit regarding the opioid epidemic and proposed retainer agreement from Ventura Law and Bransletter, Stranch and Jennings, PLLC. **Motion carried.**

**ADJOURNMENT**

**A MOTION** was made by Ms. Moran with a second by Mr. Sampson to adjourn the meeting at 5:58 p.m. **Motion carried.**

Respectfully submitted,



Patty Finn  
Recording Secretary

**THESE MINUTES ARE SUBJECT TO APPROVAL BY THE BOARD OF ALDERMEN OPERATIONS & PROCEDURES SUBCOMMITTEE AT THEIR NEXT MEETING.**