

6.2.1

AUGUST 2025 REFUNDS  
TO BE APPROVED

NAME	REQUESTOR	ADDRESS	DESCRIPTION	BILL NUMBER	TYPE	REASON	AMOUNT
BENEDEK ZOLTAN L	TAXPAYER	30 ATWATER AVE, DERBY, CT 06418-1410	634814	2024-03-50775	MV	OVERPAYMENT	(\$98.84)
DIAZ MOISES A	TAXPAYER	172 HAWTHORNE AVE, DERBY, CT 06418-1152	310156	2024-03-52366	MV	OVERPAYMENT	(\$18.80)
ELIA GIORDANO REAL ESTATE LLC	TAXPAYER	26 HEDGEFIELD CT, ORANGE, CT 06477	44 SMITH ST	2024-01-1260	RE	OVERPAYMENT	(\$27.00)
ENTERPRISE FM TRUST	LEASING CO	2281 BALL DR, SAINT LOUIS, MO 63146-8603	7061323	2023-03-52826	MV	OVERPAYMENT	(\$431.92)
EVANCOVITCH CAROL	TAXPAYER	65 INDIAN AVE, DERBY, CT 06418	65 INDIAN AVE	2023-01-1303	RE	OVERPAYMENT	(\$3,016.61)
FIRST NATIONAL BANK OF AMERICA	TAXPAYER	ATTN: NATASHA MIRELES- MOREY, 241 EAST SAGINAW ST, EAST LANSING, MI 48823	3 DANIELLE COURT	2023-01-1464	RE	OVERPAYMENT	(\$46.10)
HART GAVIN R	TAXPAYER	33 ROOSEVELT DR, APT 207, DERBY, CT 06418- 1668	354597	2024-03-53827	MV	OVERPAYMENT	(\$8.11)
HILL DONNA A	TAXPAYER	95 HILLCREST AVE, DERBY, CT 06418-2232	351018	2024-03-53956	MV	OVERPAYMENT	(\$62.32)
HONDA LEASE TRUST	LEASING CO	11675 GREAT OAKS WAY SUITE 200, ALPHARETTA, GA, 30022	599116	2024-03-54015	MV	OVERPAYMENT	(\$122.94)
NISSAN INFINITI LT LLC	LEASING CO	PO BOX 254648, SACRAMENTO, CT 95865	422691	2023-03-56495	MV	OVERPAYMENT	(\$249.91)
RIVERSIDE PROPERTIES LLC	TAXPAYER	219 MOOSE HILL RD, OXFORD, CT 06478	131429	2024-03-57503	MV	OVERPAYMENT	(\$186.68)
SISBARTRO RONALD & CARLENE	TAXPAYER	56 WOODVALE RD, WEST HAVEN, CT 06516	12 GRANDVIEW BLVD	2023-01-3667	RE	OVERPAYMENT	(\$2,912.11)
WEIDLER KIMBERLY	TAXPAYER	33 SMITH ST, 1FL, DERBY, CT 06418-1215	173729	2023-03-59458	MV	OVERPAYMENT	(\$212.16)
DIORIO GIOVAN G	TAXPAYER	5 FOX RUN LN, NEWTOWN, CT 06470	10 BANK ST	2024-17-1397	CF	OVERPAYMENT	(\$7.91)
ROTONDO JOHN & CORETTI MICHAEL	TAXPAYER	94 CRABAPPLE RD, TRUMBULL, CT 06611	295 ROOSEVELT DR	2024-17-3426	SU	OVERPAYMENT	(\$660.26)
WARRICK TODD	TAXPAYER	233 DERBY AVE, UNIT 613, DERBY, CT 06418	613 BEAU VIEW HGHTS	2024-07-5233	SU	OVERPAYMENT	(\$171.05)
							(\$8,232.72)



6.3.3

**STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
BUREAU OF HIGHWAY OPERATION**

**TOWN: Derby  
Re: CT Route 34 Pedestrian Safety  
Improvements.**

**Date: August 20, 2024**

To: Tory Sidoti, PE  
Associate Transportation Engineer

Email: [tsidoti@slrconsulting.com](mailto:tsidoti@slrconsulting.com)

From: Mr. Aron Steeves  
Special Services Manager  
359 South Main Street  
Thomaston, CT 06787



This office has reviewed the plans submitted *entitled*, "CT Route 34 Pedestrian Safety Improvements Derby Connecticut State Project No. 0170-3513, MMI Project No. 1560-134" prepared by Milone & MacBroom (SLR) last revised 8/2024 and have no further comment.

**THE PROPOSED PROJECT SHALL NOT START WITHIN THE DEPARTMENT OF TRANSPORTATION'S RIGHT OF WAY UNTIL AN ENCROACHMENT PERMIT HAS BEEN SECURED. TO OBTAIN AN ENCROACHMENT PERMIT, PLEASE COMPLETE THE FOLLOWING STEPS.**

An encroachment permit will be issued upon receipt of the following:

1. Proof of City/Town approval.
2. A completed encroachment permit application (State form PMT-1 Rev 10/18)
3. A bond (State form CLA-5 Rev. 8/00) in the amount to be determined upon the submittal of a cost estimate for all work within the State right of way in the owners/contractors name.
4. A Certificate of Insurance requiring Bodily Injury Liability and Property Liability of \$1,000,000.00 each Accident or Occurrence and Aggregate of \$2,000,000.000.
5. A check or money order in the amount of \$100.00 made payable to the "Treasurer, State of Connecticut."
6. 2 sets of stamped approved plans.

The referenced plan set will satisfy the Office of Maintenance for the encroachment permit for a period of two years from the date of this letter. Should a permit not be issued within the two year period additional review will be required.

Should you have any questions please contact Mr. Ronald Ferris of the Office of Permits at 203 591-3627.



**CAPITAL REQUESTS**

Department	Item	Actuals		Estimate		Requested				TOTAL
		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029			
City Hall & Town Clerk	Annual request to preserve, maintain & access the permanent records of the City of Derby	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 120,000	
	City Hall Security System		\$ 26,479						\$ 26,479	
	Additional Security Cameras at the BOE		\$ 12,486						\$ 12,486	
	Video equipment upgrades for City Hall Chambers		\$ 7,146						\$ 7,146	
	Traffic Lights				\$ 75,000				\$ 75,000	
									\$ 241,111	
Public Works	Large Dump Trucks (2 Trucks)	\$ -	\$ -	\$ 560,000	\$ -	\$ -			\$ 560,000	
	Sweeper		\$ 70,000	\$ -					\$ 70,000	
	Hazardous Tree Removal		\$ 15,700						\$ 15,700	
	Sidearm Mower			\$ 200,000					\$ 200,000	
	Mason Dump Trucks				\$ 100,000	\$ 100,000			\$ 200,000	
	Road Repavement	\$ 2,208,909	\$ -	\$ 1,713,557					\$ 3,922,466	
									\$ 4,968,166	
Police	Police Vehicles	\$ 132,500	\$ 69,578	\$ -	\$ 130,000	\$ 145,000	\$ 145,000	\$ 622,078		
	Recall Recorder Replacement	\$ -	\$ -	\$ 17,000		\$ -		\$ 17,000		
	eSignature Software			\$ 2,800				\$ 2,800		
	CAD/RMS Upgrade				\$ 175,000			\$ 175,000		
	Exchange Server Software Upgrade					\$ 9,000		\$ 9,000		
	E-Ticket					\$ 22,000		\$ 22,000		
	UPS Batteries			\$ 9,000	\$ 3,500			\$ 12,500		
	Subtotal Police							\$ 860,378		
Board of Education	Tree Removal	\$ 12,000	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 52,000		
	Field Lights				\$ 100,000			\$ 100,000		
	Chiller			\$ 358,000				\$ 358,000		
	Window Film				\$ 230,000			\$ 230,000		
	Badge System				\$ 140,000			\$ 140,000		
	Security Fencing - Irving				\$ 170,850			\$ 170,850		
	Security Fencing - Bradley				\$ 236,430			\$ 236,430		
	Security Fencing - DHS/DMS				\$ 200,000			\$ 200,000		
	Paving - Bradley Back Parking Lot			\$ 150,000				\$ 150,000		
	Paving - DHS Back Parking Lot			\$ 180,000				\$ 180,000		
	Irving Landscape				\$ 6,250	\$ 6,250	\$ 6,250	\$ 18,750		
	DHS/DMS Landscaping				\$ 18,750	\$ 18,750	\$ 18,750	\$ 56,250		
	Maintenance Van					\$ 45,000		\$ 45,000		
	Plumbing				\$ 25,000	\$ 25,000	\$ 25,000	\$ 75,000		
	HVAC Building Ventilation - Bradley				\$ 3,000,000	\$ 3,000,000		\$ 6,000,000		
	HVAC Building Ventilation - DHS				\$ 5,300,000	\$ 5,300,000		\$ 10,600,000		
Subtotal BOE							\$ 18,612,280			
Derby Public Library	HVAC			\$ 400,000				\$ 400,000		
	Update Library Security System and add cameras				\$ 100,000			\$ 100,000		
	Ext & Int Windows and casements *lead certified				\$ 250,000			\$ 250,000		
	Push button ADA doors (Main entrance on Exterior and Interior doors and Children's Entrance/Exit door)				\$ 23,000			\$ 23,000		
	Replace carpet and subfloor 3 floors vs. hardwood *easier to clean Childrens & Lower Level w/ tiled carpet Main Floor w/ hardwood vs waterproof laminate Community Space and Upper Level w/ hardwood and waterproof laminate flooring					\$ 100,000	\$ 250,000	\$ 250,000		

**RECEIVED**

By Office of Derby Town Clerk Marc J. Garofalo, MPA, MMC, MCTC at 12:55 pm, Jul 25, 2025

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**Final Capital Projects List for 24-25 FY**

Department	Item	\$ Amount	LOCIP Eligible
City Hall	City Hall Security System	\$ 26,479	Yes
	Annual request to preserve, maintain & access the		
Town Clerk	permanent records of the City of Derby	\$ 20,000	No
City Hall	Additional Security Cameras at the BOE	\$ 12,486	Yes
City Hall	Video equipment upgrades for City Hall Chambers	\$ 7,146	Yes
Public Works	Sweeper	\$ 70,000	No
Public Works	Hazardous Tree Removal	\$ 15,700	Yes
Fire	Fire House - 74 Cottage St.	\$ 76,110	Yes
Parks & Recs	Basketball Hoops Replacement	\$ 6,796	Yes
Parks and Rec	New fencing for Little League Field	\$ 5,500	Yes
Parks & Recs	Resurfacing of Baseball Infields - Clay	\$ 9,161	Yes
Police	Police Vehicle	\$ 69,578	No
Total		\$ 318,956	

**RECEIVED**

By Office of Derby Town Clerk Marc J. Garofalo, MPA, MMC, MCTC at 12:55 pm, Jul 25, 2025

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Mayor's Recommended Capital Items for Bond Referendum

Department	Item	\$ Amount
Public Works	Large Dump Trucks (2 Trucks)	\$ 560,000
Board of Education	Chiller	\$ 358,000
Library	HVAC	\$ 400,000
Storm Ambulance	Rescue Truck	\$ 1,500,000
Fire	Fire Engine Replacement (1 Truck) <i>Engine 12 - Storm</i>	\$ 1,500,000
Fire	Replacement of Public Safety Radio System	\$ 550,000
	Contingency (Inflation)	\$ 132,000
Total		\$ 5,000,000

Fire

*Additional Fire Engine  
Replacement - Eng 13  
East End*

*1,500,000*

*6,500,000*

**RECEIVED**

By Office of Derby Town Clerk Marc J. Garofalo, MPA, MMC, MCTC at 12:56 pm, Jul 25, 2025

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8.3

July 22, 2025

Mr. George Kurtyka  
President  
Board of Aldermen/Alderwomen  
City of Derby  
1 Elizabeth St.  
Derby, CT 05418

Dear President Kurtyka and Board,

The Derby Public Library has continued a plan of steadily updating both staff and public computers. As new ones are purchased, any reusable parts of the old ones are removed and then stored in a small storage area. We would like to dispose of these old machines. While some are on the City inventory list, others are not however were purchased at some time in the past using City funds. I ask for your approval to remove the following items:

Derby Inventory #'s:

4	DELL OPTIPLEX 3020	Desktop PCs	10 PCs, 3 Laptops, 14 Monitors
1	DELL OPTIPLEX 3040	Desktop PCs	
5	HP ELITEDESK 705	Desktop PCs	
3	Lenovo ThinkPad	Laptops	
5	NEC AS 191	Monitor	
4	NEC AS 192	Monitor	
2	NEC AS 195VX+	Monitor	
1	HPL1901	Monitor	
1	DELL	Monitor	
1	NEC 52V	Monitor	
1	APC	Battery Backup	
TBD	Keyboards		
TBD	Mice		

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

Sincerely,

Marianne P. Smertiuk  
Library Director

cc: D. Gleason, President, Library Board of Directors



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**Marc Garofalo**

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**From:** johnwalshderby@comcast.net  
**Sent:** Monday, August 4, 2025 8:02 AM  
**To:** Marc Garofalo  
**Subject:** RE: Plaques  
**Attachments:** Birmingham Green.jpg; Civil War.pdf

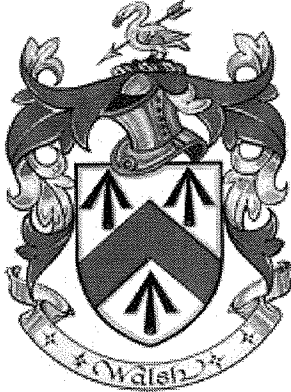
Marc,

We will be looking to place the 8”X10” plaques for Civil War Monument and for the Birmingham Green mounted on stones and embedded on concrete bases into the ground alongside the sidewalk near the monument and entrance to the Green. The Birmingham Green was previously mounted on a stake on the Yudkin fountain, but that was not suitable.

Thanks,

Jack

John J. Walsh  
31 Eighth Street  
Derby, CT 06418  
(203) 734-3142







## War of the Rebellion Monument

Kellogg Post 26 of the Grand Army of the Republic dedicated this Quincy granite pedestal on July 4, 1878, to honor Union heroes. A collaboration between Derby and Huntington, the monument was expanded five years later with a bronze Union soldier statue (by Maurice J. Power Bronze Foundry) and three plaques—one listing 43 names of the fallen. Four West Point Foundry cannons encircle the monument. In 2018, restoration efforts added a fourth plaque listing 40 additional names, made possible by the tireless fundraising efforts of local attorney Jamie Cohen.

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## BIRMINGHAM GREEN HISTORIC DISTRICT

Around 1834/1837 this land was marked by the British engineer John Clewes as a public space to be used by all the residents of Birmingham borough. An 1845 deed specified that "The Commons was designated to remain forever a "Public Green" on the condition that the citizens of the town build a fence to keep sheep and residents off its grass."

Ownership was transferred to the town in 1852 thereby confining use of the land to military or public activities. The Public Green was added to the National Register of Historic Places in 2000.

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**RESOLUTION - 81425-1**  
**RE: ASSISTANCE AGREEMENT**  
**DEVELOPMENT IN SUPPORT OF ASSESSMENT ACTIVITIES**  
**AT PROPERTY LOCATED AT CAROLINE STREET**  
**PARCEL IP 835**

RESOLVED that Mayor Joseph DiMartino be and hereby is authorized to execute on behalf of the City a proposal from the Department of Economic and Community Development in support of the City of Derby to undertake assessment activities at the property located at Caroline Street – Parcel ID 835 (Parcel 836 is owned by the State).

Amount -  
\$200,000.00



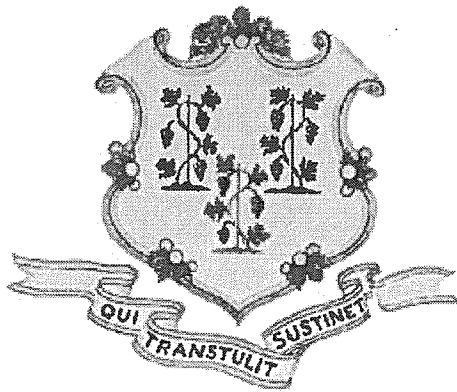
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# State of Connecticut

Governor Ned Lamont

## Department of Economic and Community Development

Commissioner Daniel O'Keefe



### Financial Assistance Proposal

To

City of Derby

For

O'Sullivan's Island Assessment Project

Round 21

Caroline Street Parcel ID 835 & 836, Derby, Connecticut

06418

June, 2025



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June 26, 2025

Joseph DiMartino  
Mayor  
City of Derby  
1 Elizabeth Street  
Derby, CT 06418

Hon. Mayor DiMartino:

The Department of Economic and Community Development is pleased to submit a proposal for assistance in support of the City of Derby's plans to undertake assessment activities at the property located at Caroline Street - Parcel ID 835 & 836. The following pages contain a project description and supporting details of a financial assistance package developed jointly between your staff and ours as a preliminary step to developing an Assistance Agreement (DECD contract).

This proposal represents Governor Lamont's continuing commitment to support Connecticut's municipalities and we are pleased to have an opportunity to work with you on this project. The success of your project and your community are important to us.

Our staff will continue to be available to you and your staff throughout the duration of the project. If you have any questions concerning this proposal, please contact Almariet Roberts, your Project Manager, at [Almariet.Roberts@ct.gov](mailto:Almariet.Roberts@ct.gov).

Sincerely,

Matthew Pugliese  
Deputy Commissioner

**Agreed and Accepted By:**

City of Derby

\_\_\_\_\_  
Joseph DiMartino, Mayor

\_\_\_\_\_  
Date

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Administration	\$10,000
Assessment	\$190,000
<b>Total</b>	<b>\$ 200,000.00</b>

The DECD shall not be bound until a contract (the "Assistance Agreement") that contains all approvals required by law is executed in accordance with all applicable State procedures.

**ENVIRONMENTAL COMPLIANCE**

**Connecticut Environmental Policy Act**

Disbursement of state funds may be subject to the completion of the appropriate Connecticut Environmental Policy Act ("CEPA") review of project activities. If project analysis and review under the provisions of CEPA is necessary, then DECD will contract a professional engineering/planning firm experienced in preparing CEPA documents, using funds appropriated to the project. Said firm shall work at the direction of the DECD in assessing the project activities in accordance with CEPA (C.G.S. Sec. 22a-1 and R.C.S.A. Sec. 22a-1a-1 to 22a-1a-12).

Demolition or major alteration of any facility (i.e. building or structure) or site listed or eligible to be listed on the National or State Register of Historic Places as determined by the State Historic Preservation Office, is subject to CEPA.

**Environmental Condition of the Real Property**

As determined by DECD, the environmental site assessments, survey, reports and remedial action plans will be prepared for real property subject to project activities. A professional firm licensed to practice in the State of Connecticut shall prepare the reports. The scope of investigations and report shall conform to the applicable Department of Energy and Environmental Protection ("DEEP") laws and regulations, and the applicable American Standards for Testing Materials document standards. Copies of all reports shall be made available to DECD.

If the Applicant and/or other parties for the subject properties within the project area have conducted Environmental Site Assessments, copies of such documents must be submitted to DECD.

**CONSTRUCTION COMPLIANCE**

*This clause is template language and not applicable as long as funds are not used for remediation/ abatement/ demolition work.*

The below construction compliance terms and conditions are not applicable to this project since the current scope of the project is limited to assessment-only activities. This clause, though not applicable, has been included as part of the template form.

The DECD requires submission of project design documents, specifications, construction documents and cost estimates and other documents outlined in Schedule A. All submissions are subject to review, comment, and/or approval by the Office of Brownfields and Capital Projects and/or the Office of the DECD Commissioner.

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**Project Financial Statements**

The Applicant shall provide a cumulative Statement of Program Cost and a Detailed Schedule of Expenditures to the Commissioner in the approved DECD project statement format as outlined in the most current Accounting Manual located at <http://www.ct.gov/ecd/cwp/view.asp?a=1096&q=249670>. This information will be required to be provided within ninety (90) days after the expiration date of the Project Financing Plan and Budget or earlier as determined by the Commissioner. Further information, such as supporting documentation (i.e. copies of invoices, cancelled checks, contracts etc.) for the expenditures charged may be requested from the applicant, as necessary.

**Project Progress Reporting**

The Applicant shall submit project milestone and progress reports acceptable to the DECD with each payment request or at any time as requested by the DECD Project Manager. The reports will be due upon request, and will be required to be provided until the expiration of the Project Financing Plan and Budget.

**REQUIRED DOCUMENTS**

The Applicant must provide the following required documents prior to contract closing. No financial assistance agreements will be signed by DECD until all required documents have been received, which include the following:

- Environmental reports -Submitted – on DECD files

**PROJECT START/END DATE**

For purposes of this proposal this project will have a start date of June 12, 2025 and any eligible Applicant project expenditures after that date will be permitted as part of the project. The end date of the project will be determined by the most recently approved Project Financing Plan and Budget.

**EXPIRATION**

The Applicant must accept this proposal no later than 30 calendar days after the date of proposal. In the event the DECD does not receive the acceptance of this proposal by the aforementioned date, the offer will be considered null and void and withdrawn.

**INSTANCES OF DEFAULT**

If funding for the project is approved, the Assistance Agreement between DECD and the Applicant may be subject, but not limited to the following default provisions: breach of agreement, misrepresentation, receivership or bankruptcy, condemnation or seizure, lack of adequate security, violation of terms in other project documents. In addition to repayment in full of the funding, DECD's remedies may include, but not be limited to, the ability to collect an additional 5% in liquidated damages on the total amount of financial assistance, and to charge a 15% per annum rate of interest on financing provided.

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workplace, all of which are incorporated into and are made a part of this Proposal as if they had been fully set forth in it.

- c. This Proposal may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04; and (3) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Proposal as if fully set forth in it.

#### **WITHDRAWAL OF FINANCIAL ASSISTANCE PROPOSAL**

Notwithstanding any other provisions of this Proposal, the State, in its discretion, may elect to withdraw this proposal and withhold payment of funds if:

- The Applicant shall have made to the State any material misrepresentation in the project data supporting the funding request, in the application or any supplement thereto or amendment thereof, or thereafter in the agreement, or with respect to any document furnished in connection with the project; or
- The Applicant shall have abandoned or terminated the project, or made or sustained any material adverse change in its financial stability and structure, or shall have otherwise breached any condition or covenant, material or not, in this proposal and/or thereafter in the agreement.

#### **ADDITIONAL TERMS AND CONDITIONS**

The Applicant acknowledges that the obligation of DECD to provide the financial assistance set forth herein is subject to the normal State approval process, including but not limited to approval by the State Bond Commission, and may be subject to review and approval of any documentation by the Attorney General as to form and substance.

The State financial assistance will be subject to the standard terms and conditions established by DECD for financial assistance under C.G.S. Sec. 32-763. The Applicant will enter into an Assistance Agreement with the State of Connecticut, acting through DECD, which will contain but not be limited to provisions of this proposal, and set forth the terms and conditions of the state financial assistance, and will execute and/or deliver such other documents, agreements, and instruments as DECD may require in connection with the State financial assistance or any required security.

This proposal is not a contract by the State of Connecticut or the Applicant. The State shall not be bound until a contract has all approvals required by law, and is executed in accordance with all applicable State procedures.

#### **SPECIAL CONDITIONS**

The Applicant acknowledges that State Funding will be released by the DECD to the Applicant,

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## DECD CONTACTS

**Project Manager (Contracts):** Your Project Managers are responsible for coordinating all aspects of the project as it moves forward. Please consider the Project Managers as your main points of contact throughout the life of your project for questions. The Project Managers will also be responsible for project monitoring and payment reimbursements. Your Project Managers will be available in a limited capacity for advice on environmental, technical, project-scope, and contractor/consultant selection aspects of the project. Please copy your Project Managers on all project-related emails.

**Contact: Almariet Roberts**

Email: [Almariet.Roberts@ct.gov](mailto:Almariet.Roberts@ct.gov)

**Contact: Preston Piper**

Email: [Preston.Piper@ct.gov](mailto:Preston.Piper@ct.gov)

**Deputy Director:** Your Director is also available to you at any time for issues pertaining to all aspects of your project.

**Contact: Binu Chandy**

Phone #: 860.500.2454

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**NEXT STEPS**

The enclosed documents, accompanying this financial assistance proposal, must be completed and returned to DECD within thirty (30) calendar days of acceptance of this assistance proposal.

- \* Application (already on file)
- \* Project Financing Plan and Budget
- \* Certified Resolution

Please return the signed acceptance letter and initialed Client Obligation Checklist to:

**Almariet Roberts @ Almariet.Roberts@ct.gov>**

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- Subcontractors and Suppliers Release or Waiver of Liens
- Consent of Surety Company to Final Payment (AIA G707)
- Consent of Surety to a Reduction in or Partial Release of Retainage at 50% project completion, if applicable: (AIA form G707A) Requires DECD concurrence.
- Final Application and Certificate for Payment (AIA form G702, and continuation sheet G703)

If the contractor has provided Contractor's Affidavit of Release of Liens (AIA form G706A) and lien waivers from major subcontractors and suppliers, a contractor may request the balance of retainage. If these documents are not provided, retainage cannot be paid until 91 days after the date on the Certificate of Substantial Completion.

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7. Report on Compliance and on Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

If a program-specific audit is to be performed, the DECD *Consolidated Audit Guide for DECD Programs* must be followed <https://portal.ct.gov/-/media/DECD/OFR/DECD-Audit-Guide-January-2019.pdf?la=en>.

State Single Audit Regulation Sec. 4-236-28, states, "In cases of continued inability or unwillingness to have a proper audit conducted of a program in accordance with these regulations, **state agencies** shall consider appropriate sanctions concerning the program including but not limited to:

- (a) withholding a percentage of awards until the audit is completed satisfactorily;
- (b) withholding or disallowing overhead costs; or
- (c) suspending state awards until the audit is completed".

Any nonstate entity, which fails to have the audit report filed on its behalf within six months after the end of its fiscal year or within the time granted by the cognizant agency, may be assessed a civil penalty of not less than \$1,000 but not more than \$10,000.

While these are strong measures and in most instances not needed, they define the measures that state agencies and OPM may take to ensure that those grantees receiving state financial assistance submit timely and appropriate audit reports.

In summary, as a grantee of a DECD program, please file the following documents as applicable with DECD and OPM by the dates indicated:

**File the following with the state grantor agency – [DECD, Office of Financial Review, 450 Columbus Boulevard, Hartford, CT 06103-1843]:**

- *Complete Audit Reporting Package* if your entity is subject to filing a *State Single Audit* (must be submitted within 30 days of completion but no later than the filing period deadline),  
OR
- *State Single Audit Exemption Notification Form* if your entity is exempt from filing a *State Single Audit* (submit as soon as possible after fiscal year end but no later than six months after your fiscal year end)

**File the following with your cognizant agency – [OPM, Intergovernmental Policy Division, Municipal Finance Services, 450 Capitol Avenue - MS-54MFS, Hartford, CT 06106]:**

- *Auditor Notification Form* (submit no later than thirty days before the end of the fiscal year of the entity to be audited)
  - <https://portal.ct.gov/-/media/OPM/IGP/munfinsr/forms/Appointment-of-Auditor-Form-4-22-19.docx>

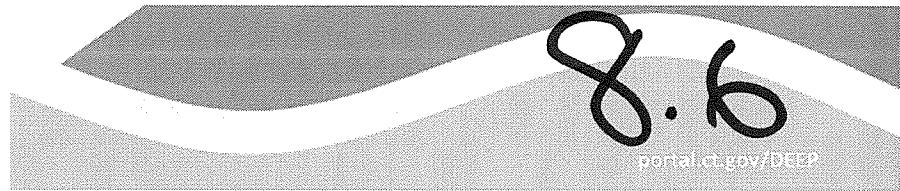
8.6

**RESOLUTION - 81425-2**  
**RE: DEEP CERCLA (ROUND 2) GRANT**

RESOLVED that Mayor Joseph DiMartino be and hereby is authorized to execute on behalf of the City of Derby a Personal Services Agreement with the State of Connecticut for financial assistance to complete work as described above in the amount of \$156,000.

IT IS FURTHER RESOLVED that Mayor Joseph DiMartino is authorized to sign on behalf of The City of Derby a Personal Services Agreement for financial assistance for the DEEP CERCLA (Round 2) grant for the assessment of alternatives for O'Sullivan's Island in Derby.





March 28, 2025

Mr. Roger Salway  
Economic Development Director  
City of Derby  
1 Elizabeth Street  
Derby, CT 06418

Subject: Round 2 DEEP's CERCLA 128(a) Grant Program – O'Sullivan's Island, Derby, CT

Dear Mr. Salway,

Congratulations! The Connecticut Department of Energy and Environmental Protection's (DEEP) Remediation Division is pleased to award the City of Derby a grant in the amount of \$156,000.00 in response to your application for funding under DEEP's CERCLA 128(a) Grant Program Round 2 for the O'Sullivan's Island project.

The grant will be used by the City of Derby to conduct data gap assessment, remedial investigations, and master planning for the approximately 20-acre site, which is a peninsula located at the confluence of the Housatonic and Naugatuck Rivers in Derby (hereinafter "Project Site"). The assessment work will entail: 1) a comprehensive data gap analysis and environmental assessment, including reviewing existing data and developing a scope of work to address data gaps identified; installing soil borings and monitoring wells; collecting and analyzing soil and groundwater samples; 2) developing a master plan that includes floodplain engineering support, stormwater management and climate adaptation strategies, field investigations, public engagement, meetings, and developing a conceptual plan; and, 3) drafting a Remedial Action Plan. Such activities will enable the City of Derby to facilitate the preservation of open space with sustainable recreational amenities that are resilient to climate impacts and accessible to underserved populations. Formal enrollment into a DEEP Cleanup Program is not required for assessment grant recipients under this program.

As the next step, a DEEP project manager will work with you/your staff to develop a draft Assistance Agreement Contract (Contract). This draft Contract will outline the key terms of the grant funding as well as any conditions that the City of Derby must fulfill prior to accessing the funds, in accordance with [EPA's Subaward Policy](#) dated November 12, 2020. DEEP expects to deliver the draft Contract for your review in the next few months.

Upon delivery of the final DEEP Contract through DocuSign, please execute and return to us to indicate your acceptance of all terms and conditions of the award. The DEEP contracting process typically takes 6-8 weeks. **PLEASE NOTE: any work completed prior to the final execution of the Contract will not be eligible for reimbursement.**

8.6

R. Salway  
DEEP CERCLA 128(a) Grant Program Round 2  
O'Sullivan's Island, Derby, CT

We have been working hard to refine and improve the contracting process. To assist us in making this an easier and timelier process for everyone and to meet certain conditions outlined below, please confirm the following:

- That you have provided us the name and email address of the authorized signatory for your contract. You will be receiving your contract via DocuSign and this email address is required. This is NOT necessarily the name of the project manager or applicant.
- If you are not currently registered with Secretary of State as an entity eligible to do business in Connecticut, we recommend starting that process. This can take some time and we cannot complete the review and approval of your contract until your organization is registered. Municipalities and quasi-municipal entities are exempt from this requirement. Here's a link to get you started or to check your organization's status. [Online Business Search](#).

Also, to avoid delays in executing the final contract please submit the following required documents as soon as possible:

- Resolution: A resolution on official letterhead and signed by a corporate official/secretary (a Municipality should also include their official Seal on the letter) naming the individual authorized to execute on behalf of the (Municipality or Entity) a Personal Services Agreement with the State of Connecticut for financial assistance (Name of Grant) to complete a project (Name of Project awarded).
- Insurance: DEEP will require a Certificate of Insurance ("COI") for all contracts. As a recipient of an award, Grantee agrees that while performing any service specified in this Grant, the Grantee shall maintain sufficient insurance (liability and/or other) according to the nature of the service to be performed, so as to "save harmless" DEEP and the State of Connecticut from any insurable cause whatsoever. This also includes a copy of the declaration page and the additional insured endorsement. An updated COI will need to be submitted each year the contract is in effect.
- Ownership: Please provide us written confirmation that you are the owner of the Project Site OR that you have permission by way of an agreement, easement or similar instrument to perform all work relating to this award at the Project Site.

CERCLA 128(A) Grant Program funding was awarded to DEEP by the EPA under the Bipartisan Infrastructure Law (BIL)/Infrastructure Investment & Jobs Act (IIJA). The grant represents the EPA's and DEEP's continuing commitment to protect human health and the environment while

8.6

R. Salway  
DEEP CERCLA 128(a) Grant Program Round 2  
O'Sullivan's Island, Derby, CT

supporting Connecticut's municipalities and not-for-profit entities in their efforts to remediate blighted properties across the state. While DEEP appreciates there is some uncertainty with respect to the status of federally awarded grants, it is important to keep in mind these funds were appropriated by Congress under duly adopted statutory authority and fully obligated. Therefore, DEEP is cautiously optimistic that the funding is secure. In the event that this interpretation is subject to change and if the federal funds become unavailable, DEEP is prepared to seek alternative actions to proceed with this important work or to temporarily suspend until additional sources of funding can be secured. We will apprise you of any changes concerning your award promptly.

Please expect an email with an invitation to a kick-off virtual meeting with DEEP staff. If you have any questions regarding this award please contact Amanda Limacher, DEEP's Brownfields Coordinator, at [amanda.limacher@ct.gov](mailto:amanda.limacher@ct.gov).

Our staff will be available throughout the duration of the project, and again, congratulations on the grant award.

Sincerely,



Katie S. Dykes  
Commissioner  
Connecticut Department of Energy & Environmental Protection

CC: Amanda Limacher, Brownfields Coordinator, DEEP



8.8

8.9

**Marc Garofalo**

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**From:** Brian Hall  
**Sent:** Monday, August 11, 2025 2:14 PM  
**To:** Marc Garofalo  
**Cc:** Mayor Joseph DiMartino  
**Subject:** Fire Marshall Truck Request  
**Attachments:** Fire Marshall Truck Quotes.pdf

Hi Marc,

Summary/History

Attached are some quotes for a new truck that the Fire Marshall has been looking at. He will likely go with the cheaper Ford, but he will also need around \$19k to outfit with all the extra equipment installation required. We received a \$47k check from the insurance company in 24-25 FY, that we recognized as Revenue and it flowed through to the Fund Balance.

Actions Needed from BOA

- Bid Waiver approval to purchase the attached Ford truck from Shaker's Family Ford Dealership for \$47,132.
- Use of 25-26FY Fund Balance for up to \$67k in total to purchase the truck and services needed to equip the truck.

While it is possible the BOAT may be able to cover all or some of this amount from the working balance, I am requesting the ability to use the fund balance to cover this if necessary. Please let me know if you have any questions or need anything else.

Thanks,  
Brian



8.8 - 8.9

Preview Order 1050 - V 2L - 4x4 STX SuperCrew: Order Summary Time of Preview: 07/22/2025 17:23:24 Receipt: NA

Dealership Name: Shaker's Family Ford

Sales Code: F13241

Dealer Rep.	Edward Shaker	Type	Fleet	Vehicle Line	F-150	Order Code	1050
Customer Name	City of Derby	Priority Code	K2	Model Year	2025	Price Level	565

DESCRIPTION	MSRP	INVOICE	DESCRIPTION	MSRP	INVOICE
F150 4X4 SUPERCREW STX - 145	\$51230	\$48925	3.55 RATIO REGULAR AXLE	\$0	\$0
145 INCH WHEELBASE	\$0	\$0	6650# GVWR PACKAGE	\$0	\$0
TOTAL BASE VEHICLE	\$51230	\$47557	JOB #2 ORDER	\$0	\$0
OXFORD WHITE	\$0	\$0	FRONT LICENSE PLATE BRACKET	\$0	\$0
STX CLOTH 40/CON/40	\$0	\$0	50 STATE EMISSIONS	\$0	\$0
BLACK	\$0	\$0	20" ALLOY DARK CARBONIZED GRAY	\$0	\$0
EQUIPMENT GROUP 200A	\$1535	\$1397	PRICE CONCESSION INDICATOR	\$0	\$0
STX SERIES	\$0	\$0	REMARKS TRAILER	\$0	\$0
LED FOG LAMPS	\$0	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0	\$-1368
EXTENDED RANGE 36GAL FUEL TANK	\$0	\$0	FUEL CHARGE	\$0	\$13
2.7L V6 ECOBOOST	\$0	\$0	PRICED DORA	\$0	\$0
ELEC TEN-SPEED AUTO TRANS	\$0	\$0	ADVERTISING ASSESSMENT	\$0	\$0
275/60R20 BSW ALL-TERRAIN	\$0	\$0	DESTINATION & DELIVERY	\$2195	\$2195
TOTAL BASE AND OPTIONS				MSRP	INVOICE
STX MID DISCOUNT				\$54950	\$51162
STX 2.7L DISCOUNT				\$-2000	\$-1820
TOTAL DISCOUNT				\$-3000	\$-910
TOTAL				\$-3000	\$-2730
				\$51960	\$48432

ORDERING FIN: QK754 END USER FIN: QK754

INCENTIVES

Acc. Code ID :10 Contract/Ref # :23-4345 Bld Date :08/28/24 State : CT

DISCOUNTS:  
\$-3600.00

Customer Name:  
Customer Address:

City of Derby  
Municipality Price = 47,132.00

Customer Email:

Customer Phone:

9.8 + 8.8



# 2025 SIERRA 1500 ELEVATION (3VL)

EXTERIOR: SUMMIT  
INTERIOR: JET BLACK

## STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

### OWNER BENEFITS

- 3 YEAR / 36,000 MILE\* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR / 100,000 MILE\* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT
- WHICHEVER COMES FIRST
- \*SEE GMC.COM OR DEALER FOR TERMS, DETAILS & LIMITS

### SAFETY & SECURITY

- GMC PRO SAFETY
- \*AUTOMATIC EMERGENCY BRAKING
- \*FORWARD COLLISION ALERT
- \*FRONT PEDESTRIAN BRAKING
- \*LANE KEEP ASSIST W/LANE DEPARTURE WARNING

- \*FOLLOWING DISTANCE INDICATOR
- \*INTELLIBEAM-AUTO HIGH BEAM
- HD REAR VISION CAMERA
- TIRE PRESSURE MONITORING WITH TIRE FILL ALERT

### PERFORMANCE & MECHANICAL

- AUTO LOCKING REAR DIFF
- AUTOTRAC TRANSFER CASE
- STABILITRAK W/ TRAILER SWAY CONTROL & HILL START ASSIST
- BRAKE PAD MONITORING
- TRAILERING PACKAGE
- ALL-SEASON TIRES

### CONNECTIVITY & TECHNOLOGY

- 13.4" DIAG COLOR TOUCH SCREEN
- GMC PREMIUM INFOTAINMENT SYSTEM W/GOOGLE BUILT-IN COMPATIBILITY
- WIRELESS ANDROID AUTO & WIRELESS APPLE CARPLAY FOR COMPATIBLE PHONES
- 8 YEARS ONSTAR BASICS
- SEE ONSTAR.COM FOR TERMS

- SIRIUSXM RADIO CAPABLE, TRIAL INCLUDED WITH SUBSCRIPTION SOLD SEPARATELY
- 12.3" DIAG DIGITAL DRIVER INFORMATION CENTER
- KEYLESS OPEN & START
- REMOTE START
- THEFT-DETERRENT SYSTEM
- REAR SEAT REMINDER

### INTERIOR

- DUAL ZONE CLIMATE CONTROL
- REAR HVAC VENTS
- FRONT 40/20/40 BENCH SEATS WITH UNDERSEAT STORAGE
- HEATED FRONT SEATS
- 10 WAY DRIVER POWER SEAT
- REAR 60/40 FOLDING BENCH SEAT
- STEERING WHEEL, WRAPPED AND HEATED
- MANUAL TILT AND TELESCOPING STEERING COLUMN

### EXTERIOR

- CORNERSTEP REAR BUMPER
- LED CARGO AREA LIGHTING
- POWER ADJUSTABLE HEATED MIRRORS
- LED FOG LAMPS
- REAR-WINDOW DEFOGGER
- FRONT RECOVERY HOOKS

MANUFACTURER'S SUGGESTED RETAIL

**STANDARD VEHICLE PRICE \$52,300**

### OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

GVWR 7,000 LBS. (3,175 KG)  
REAR AXLE 3.42 RATIO  
20" PAINTED HIGH GLOSS BLACK ALUMINUM WHEELS

TOTAL OPTIONS \$  
TOTAL VEHICLE & OPTIONS \$52,300

## EPA DOT Fuel Economy and Environment



Gasoline Vehicle

**Fuel Economy**

**17** MPG  
combined city/hwy

**17** MPG  
city

**18** MPG  
highway

**5.9** gallons per 100 miles

SIERRA 4WD

Standard pickup trucks range from 12 to 87 MPG. The best vehicle rates 140 MPGe.

**You spend \$6,000 more in fuel costs over 5 years** compared to the average new vehicle.

## GOVERNMENT 5-STAR SAFETY RATING

**Overall Vehicle Score** ★ ★  
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

**Frontal Crash** Driver ★ ★  
Passenger ★ ★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

**Side Crash** Front seat ★ ★  
Rear seat ★ ★

Based on the risk of injury in a side impact.

8.8 + 8.9



Date/Time: Aug 4, 2025 03:07 PM  
Buyer: Brian Lampart  
Phone: C: (203) 650-4912  
Address: 1 Elizabeth St,  
Derby, CT 08418

Salesperson: Tyrell Walker

2025 GMC Sierra 1500, Body Type: Extended Cab Pickup G5331

Color: Summit White, 69 Miles VIN:1GTRUJEK1SZ290128

Cash	Balance Due
\$ Down	
\$0	\$48,222

MSRP/Retail	\$54,495.00
Discount	\$3,495.00
Selling Price	\$51,000.00
Government Fees	\$375.00
Proc/Doc Fees	\$599.00
Subtotal (Selling Price +	\$52,222.00
Rebates	\$4,000.00
Total Balance Due	\$48,222.00
Total Savings + Rebates	\$7,495.00

X  
\_\_\_\_\_  
Customer Signature

X  
\_\_\_\_\_  
Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*With approved credit. This is for Presentation purposes only, final numbers will be presented in the Business Office.*



9.1

**Re: Battery Project on portion of 80 Pine Street, Derby, CT**

Dear Sirs and Madams,

This Landowner Consent Form certifies that Green Derby LLC (“Green Derby”) is authorized to file for an application to deploy a dispatch-able battery system (the "Battery Project") for electrical interconnection of an existing distributed generation facility (the “Existing Facility”) with United Illuminating (known as “UI”), and apply for all relevant and applicable landfill use permits, including those required by the Connecticut Department of Energy and Environmental Protection ( the “CT DEEP”), and to bid into the Connecticut Non-Residential Renewable Energy Solutions Program (the “CT NRES”) for the purposes of the Battery Project.

**WHEREAS**, the Battery Project is to be located on a portion the Derby landfill, Parcel No. 25-5-1 property owned by the City of Derby CT (the “City” or “Derby”) located at 80 Pine Street, Derby CT 06418.

**WHEREAS**, the City is working exclusively with Green Derby on a proposal to install the Battery Project,

**WHEREAS**, the City and Green Derby are currently working together to finalize appropriate site control documents.

**City of Derby**

**By:** \_\_\_\_\_

**Name: Joseph DiMartino**

**Title: Mayor**

**Date: August 14, 2025**

