

COMMON COUNCIL MEETING

OCTOBER 5, 1999

Mayor Eriquez will call the meeting to order at 7:30 P.M.

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

Scalzo, McAllister, Arconti, Smith, Boynton, Buzaid, Dean Esposito, Machado, Shuler, Coco, Setaro, John Esposito, Levy, Abrantes, Pascuzzi, Basso, Falzone, Gallagher, Moore, Saracino

PRESENT _____ **ABSENT** _____

PUBLIC SPEAKING

MINUTES – Minutes of the Common Council Meeting held September 8, 1999

CONSENT CALENDAR

1 – RESOLUTION – AIDS Prevention & Needle Exchange Program

2 – RESOLUTION - DRUG ENFORCEMENT GRANT

3 – RESOLUTION – Beaver Street Apartments Cooperative, Inc. Tax Abatement – State of Connecticut

4 - RESOLUTION – Early Reading Grant

5 - RESOLUTION – Storm Drainage Easement – Ford Avenue

6 – RESOLUTION – Replacement of Thorpe Street Extension Bridge

7 – RESOLUTION – Special Contaminated Properties Remediation Insurance Fund

8 – COMMUNICATION – Acceptance of Donation – Police Department

9 – COMMUNICATION – Appointment to the Commission on Person with Disabilities

10 – COMMUNICATION – Donations to the Department of Elderly Services

11 – COMMUNICATION – Donations to the Library

- 12 – COMMUNICATION – Reappropriation of Donated Funds
-
- 13 – COMMUNICATION – Request for Skateboard Park
-
- 14 – COMMUNICATION – Amended Ambulance Budget
-
- 15 – COMMUNICATION – RFC Property II, Inc. Tarrywile Lake
-
- 16 – COMMUNICATION – Water runoff – Great Plain Road
-
- 17 – COMMUNICATION – Tisano Lease with City of Danbury
-
- 18 – COMMUNICATION – Request for a committee to cut brush and overgrowth
-
- 19 – COMMUNICATION – Request for a committee to study the feasibility of extending flood control measures
-
- 20 – COMMUNICATION – Request for a committee to resolve mailings of tax bills
-
- 21 – COMMUNICATION – Request for Extension of Time – Sewer and Water at 22 Clapboard Ridge Road
-
- 22 – COMMUNICATION - Request for Sewer and Water Extension - 304 Federal Road
-
- 23 – COMMUNICATION – Land Grading at 39 Wedgewood Drive
-
- 24 – COMMUNICATION – Excessive Runoff Damage – Weindorf Lane
-
- 25 – COMMUNICATION – Water and Sewer Bills – 4 Division Street
-
- 26 – COMMUNICATION – Windaway Road – Sanitary Sewer Extension
-
- 27 – COMMUNICATION – Reports regarding Halas Farm Request
-
- 28 – COMMUNICATION – Reports regarding Stadley Rough Road - Road Widening Parcels
-
- 29 – COMMUNICATION – 15 Great Plain Road
-
- 30 – COMMUNICATION – Reports regarding Francis Kieras

31 – COMMUNICATION – Blocking of City Right of Way

32 – COMMUNICATION – Contract with Minolta Business Systems, Inc. –
Danbury Board of Education

33 – COMMUNICATION – Lease of 83-85 Balmforth Avenue to CACD for
Parking

34 – COMMUNICATION – Linron Gardens v. City of Danbury (Executive
Session)

35 – REPORT – Request for Sewer and Water Extension – 13 Lakeside Road

36 – DEPARTMENT REPORTS – Fire Marshall, Highways, Health & Housing,
Fire Chief, Department of Elderly Services, Engineering, Public Utilities,
Public Buildings, Police Chief

There being no further business to come before the Common Council a
motion was made by _____ at _____ P.M. for the meeting to
be adjourned.

CONSENT CALENDAR

OCTOBER 5, 1999

3 - Approve Resolution requesting tax abatement from State of Connecticut for Beaver Street Apartment Corporation, Inc. in an amount not to exceed \$31,500

4 - Approve application and Resolution for State Department of Education Early Reading Success grant in an amount not to exceed \$30,000 in 1999-2000 and \$35,000 in 2000-2001

6 - Approve Resolution and First Supplemental Agreement between City of Danbury and Purcell Associates for engineering services in connection with the design and replacement of Thorpe Street Extension Bridge (State Project No. 34-270)

9 - Confirm appointment of Anthony Frank Vitti to the Commission on Persons with Disabilities

12 - Approve reappropriation of \$589 from Elderly Services donations account to Commission on Aging budget for professional services fees and printing and binding

18 - Receive communication regarding cutting of brush across from Putnam Towers, refer the communication to the Parks and Recreation Department to cut the brush and refer the communication to the Chief of Police for action

21 - Approve request for twelve-month extension of time for extension of sewer and water to 22 Clapboard Ridge Road

27 - Approve request of Michael Halas to maintain a parcel of City owned property at 28 Pembroke Road, subject to parties executing a revocable license and other documentation satisfactory to the Office of Corporation Counsel

28 - Receive positive report from City Engineer, approve request for City to accept conveyance of road widening parcels on Stadley Rough Road subject to approval of the Planning Commission

29 - Approve request for reimbursement for water line break at 15 Great Plain Road in the amount of \$807 subject to certification by the Director of Finance

30 - Approve request to reimburse Francis Kieras \$598 for damage resulting from storm drainage on McDermott Street

33 - Approve amendment to lease of 75 Balmforth Avenue to CACD for purposes of parking (83-85 Balmforth Avenue)

35 - Receive positive report regarding request for sewer and water extension at 13 Lakeside Road and approve recommendations and conditions

TO: Mayor Gene F. Eriquez and Members of the Common Council

RE: Minutes of the Common Council Meeting held October 5, 1999

Mayor Eriquez called the meeting to order at 7:30 P.M. The Pledge of Allegiance and Prayer were recited. The members were recorded as:

PRESENT – Scalzo, McAllister, Arconti, Smith, Boynton, Buzaid, Dean Esposito, Machado, Shuler, Pascuzzi, Setaro, John Esposito, Levy, Abrantes, Coco, Basso, Moore, Saracino

ABSENT – Falzone, Gallagher

19 Present – 2 Absent

Mr. Falzone was working

PUBLIC SPEAKING

Fred Hammond, Danbury, spoke on item 1
Lisa Patton, East Lake Road – spoke on item 31
Diane Sanders, 15A Weindorf Lane – spoke on item 24
Mildred Reilly, 2 Ward Drive – spoke on item 24

At 7:55 P.M. Mr. Gallagher arrived and was marked present

MINUTES – Minutes of the Common Council Meeting held September 8, 1999. Mr. Setaro made a motion to accept the minutes as presented and waive the reading as all members have copies which are on file in the Office of the City Clerk for public inspection. Seconded by Mr. Levy. Motion carried unanimously.

CONSENT CALENDER – John Esposito presented the following items for the Consent Calendar:

3 - Approve Resolution requesting tax abatement from State of Connecticut for Beaver Street Apartment Corporation, Inc. in an amount not to exceed \$31,500

4 - Approve application and Resolution for State Department of Education Early Reading Success grant in an amount not to exceed \$30,000 in 1999-2000 and \$35,000 in 2000-2001

6 - Approve Resolution and First Supplemental Agreement between City of Danbury and Purcell Associates for engineering services in connection with the design and replacement of Thorpe Street Extension Bridge (State Project No. 34-270)

9 - Confirm appointment of Anthony Frank Vitti to the Commission on Persons with Disabilities

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29 – Approve request for reimbursement for water line break at 15 Great Plain Road in the amount of \$807 subject to certification by the Director of Finance

30 – Approve request to reimburse Francis Kieras \$598 for damage resulting from storm drainage on McDermott Street

33 – Approve amendment to lease of 75 Balmforth Avenue to CACD for purposes of parking (83-85 Balmforth Avenue)

35 – Receive positive report regarding request for sewer and water extension at 13 Lakeside Road and approve recommendations and conditions

Mr. Levy made a motion that the Consent Calendar be adopted as read. Seconded by Dean Esposito. Motion carried unanimously.

1 – RESOLUTION – AIDS Prevention and Needle Exchange Program

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Department of Public Health Services, through its AIDS Prevention Program, has made grant funds available to full-time health departments to provide HIV health education information and expanded services for the period of July 1, 1998 through June 30, 2000; and

WHEREAS, for fiscal year 1999-2000 grant funding will be increased by \$5,180.00 to a new total of \$187,947.00 requiring no local match, made available to the Danbury Health and Housing Department for its AIDS Risk Reduction Outreach Program, HIV Counseling and Testing Services, with an additional \$1,000.00 to the Needle Exchange Program and its Ryan White Title II Case Management Program for a new total of \$51,000.00 upon approval of a grant application therefore; and

WHEREAS, the Danbury Health and Housing Department will provide these services to the general public with particular attention given to individuals concerned about possible exposure to HIV, serving both residents and non-residents with no restrictions on who may be served.

NOW, THEREFORE, BE IT HEREBY RESOLVED, THAT Gene F. Eriquez, Mayor of the City of Danbury is authorized to apply for said grant and to accept the grant award on behalf of the City of Danbury, if such award is made. Any prior actions of the Mayor regarding this application are hereby ratified.

BE IT FURTHER RESOLVED THAT Mayor Gene F. Eriquez is hereby authorized to make, execute and approve on behalf of the City of Danbury, all contracts/agreements or amendments thereof, which do not require expenditure of City funds, with the State of Connecticut Department of Public Health Services regarding said grant, and to take all actions necessary to accomplish the purposes of these programs.

Mr. Arconti made a motion that the communication be received, the resolution be adopted and the additional money accepted. Seconded by Mr. Buzaid. Motion carried with Mr. Moore and Mrs. Basso voting in the negative.

2 – RESOLUTION – Drug Enforcement Grant

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Office of Policy and Management will make available to the City of Danbury grant funding in the amount of \$471,032.00 pursuant to Public Act 89-390, an act concerning prevention and treatment of substance abuse and enforcement of drug laws; and

WHEREAS, 50% of the funding, or \$235,515.00 is to be designated for law enforcement, 40% of the total amount, or \$188,413.00 is to be applied to drug education, and the remaining 10% or \$47,104.00 is to be used for crime prevention programs; and

WHEREAS, the grant period is effective July 1, 1999 through June 30, 2000 and no local cash match is required;

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Gene F. Eriquez is hereby authorized to apply for said grant on behalf of the City of Danbury to accept the grant award, if made, subject to the terms and conditions established in connection therewith by the State of Connecticut, to execute any contracts/agreements therefore and to take any additional actions necessary to effectuate the purposes hereof.

BE IT FURTHER RESOLVED THAT any past actions of Mayor Gene F. Eriquez to effectuate the purposes of this grant award are hereby ratified.

Mr. Boynton made a motion to receive the communication and adopt the resolution. Seconded by Mr. Shuler. Motion carried unanimously.

3 – RESOLUTION – Beaver Street Apartments Cooperative, Inc. Tax Abatement – State of Connecticut

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, it is desirable and in the public interest that the City of Danbury abate taxes under s8-215 of the Connecticut General Statutes, as amended, on the property owned by Beaver Street Apartments, Inc. located at Beaver Street and Rose Street in Danbury, known as Beaver Street Apartments; and

WHEREAS, the City of Danbury has approved abatement of up to 100% of the real property taxes on the subject property by resolution of the Common Council of the City of Danbury, adopted on October 3, 1973, and has executed a Tax Abatement Assistance Agreement with the State of Connecticut on September 30, 1973; and

WHEREAS, it is necessary to modify the aforesaid Tax Abatement Agreement with the State of Connecticut to reflect a revised tax assessment on the subject property of \$2,257,000; and

WHEREAS, it has been determined that the amount of taxes to be abated on the subject property is not to exceed \$31,500 for the Grand List of October 1, 1998.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY:

1. That the City of Danbury hereby abates up to one hundred percent of the ad valorem taxes applicable to the property described above for a period of not more than forty (40) consecutive years;

2. That the Mayor of the City of Danbury is hereby authorized, directed and empowered in the name of and on behalf of the City of Danbury to execute the Tax Abatement Contract described above and to execute any amendments, revisions and recisions of said contract in the name of and on behalf of the City of Danbury.

3. That the real property taxes abated on the subject property are not to exceed \$31,500 for the Grand List of October 1, 1998;

4. That the Tax Collector of the City of Danbury is hereby directed and empowered to list the total amount of the said lawful abatement into the Rate Book and other records and files, together with the name of the owner against whom such tax so abated was levied and the reason for such abatement and the Tax Collector is further directed to record these facts in her Annual Report in accordance with the provisions of s12-167 of the Connecticut General Statutes as amended;

5. That the Tax Collector of the City of Danbury is also directed to immediately file a certified statement as evidence of said abatement with the Commissioner of the Department of Housing;

6. That the Tax Collector of the City of Danbury is also directed to refund all tax payments received from Beaver Street Apartments, Inc. or its representatives in connection herewith to the extent that said funds are reimbursable by the State of Connecticut through its Department of Economic and Community Development.

The Communication was received and the Resolution adopted on the Consent Calendar.

4 – RESOLUTION – Early Reading Grant

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Danbury Public Library and the Danbury Public Schools are desirous of continuing a joint effort to provide after school and summer reading activities and services for grades K through 5, in the Danbury elementary schools, under the Early Reading Success Grant; and

WHEREAS, the Danbury Public Schools expect to receive a grant from the State Department of Education for the purposes of this program; and

WHEREAS, the Danbury Public Library, as subgrantee, intends to use these funds through June 30, 2001 to establish and maintain a program of reading and activities to benefit these children; and

WHEREAS, the funding to be provided to the Library is not to exceed \$30,000 in 1999-2000 and not to exceed \$35,000 in 2000-2001, with no other match required;

NOW, THEREFORE, BE IT RESOLVED THAT the Danbury Public Library and the Danbury Public Schools be and hereby are authorized to enter into an agreement formalizing the after school and summer reading program and that Mayor Gene F. Eriquez is authorized to execute such document(s) on behalf of the City of Danbury and take such other actions as are required to effectuate The purposes hereof.

The resolution was adopted on the Consent Calendar.

5 – RESOLUTION – Storm Drainage Easement

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, on November 5, 1998, the Common Council authorized an expenditure to alleviate certain drainage problems on Ford Avenue in Danbury; and

WHEREAS, it is necessary and in the best interests of the City of Danbury to acquire interests in and to real property as hereinafter set forth in order to proceed with the work as authorized; and

WHEREAS, eminent domain proceedings will be necessary if the City of Danbury is unable to acquire such interests through negotiations; and

WHEREAS, said properties are as set forth in the exhibit attached;

NOW, THEREFORE, BE IT RESOLVED THAT the Corporation Counsel of the City of Danbury is hereby authorized to acquire said property interests as set forth in the exhibit attached hereto and made a part hereof by April 5, 2000, through negotiation or by eminent domain through the institution of suit against the interested property owner or owners and the holders of mortgages or other encumbrances affecting the properties, if any.

Mr. Setaro made a motion that the communication be received, the resolution adopted and referred to the Planning Commission. Seconded by Mr. Levy. Motion carried unanimously.

6 – RESOLUTION – Replacement of Thorpe Street Extension Bridge

RESOLVED by the Common Council of the City of Danbury:

THAT Gene F. Eriquez, Mayor of the City of Danbury, is hereby authorized to execute the FIRST SUPPLEMENTAL AGREEMENT BETWEEN THE CITY OF DANBURY AND PURCELL ASSOCIATES FOR CONSULTANT ENGINEERING SERVICES FOR THE DESIGN OF THE REPLACEMENT OF THE THORPE STREET EXTENSION BRIDGE (BRIDGE NO. 05097), together with such other documents as may be necessary for the accomplishment of the purposes thereof.

The communication was accepted and the resolution adopted on the Consent Calendar.

7 – RESOLUTION – Special Contaminated Properties Remediation Insurance

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury has acquired the property of the former Mallory Hat Factory through a tax delinquency proceeding; and

WHEREAS, the condition of the buildings has deteriorated and present structural, health, and environmental hazards to the site and the surrounding community; and

WHEREAS, the Environmental Protection Agency has deemed the condition of the asbestos and the smokestack to justify emergency removal status and will remove said asbestos and smokestack in 1999, which will allow the City to demolish the remaining structures; and

WHEREAS, the State of Connecticut Department of Economic and Community Development (DECD) offers low interest (3%) loans through "Special Contaminated Property Remediation and Insurance Fund" (SCPRIF) program for building demolition and site remediation; and

WHEREAS, the City of Danbury intends to restore this site for the purpose of transferring the property, and has determined that the demolition of the structures on the property is a necessary prerequisite for redevelopment of the site; and

WHEREAS, the City of Danbury will be structuring a "property remediation and redevelopment" plan which will involve the reimbursement to the City for its costs under this program at the time of the transfer of the property.

NOW, THEREFORE, BE IT RESOLVED THAT the Common Council of the City of Danbury hereby authorizes the City to make application under the SCPRIF low interest loan program for the demolition of the buildings on the property of the former Mallory Hat Factory on Rose Hill Avenue in the amount of \$350,000.00 and authorizes the Mayor to enter into agreements with the State of Connecticut in connection therewith.

Mr. Boynton made a motion to receive the communication and adopt the resolution. Seconded by Mrs. Abrantes. Motion carried unanimously.

8 – COMMUNICATION – Acceptance of Donation – Police Department

Request from Police Chief Robert Paquette to accept the donation of a training opportunity at the Northeast Child Maltreatment Conference offered by the Danbury Multi-Interdisciplinary Team to Detective Sgt. Shaun McColgan. The estimated value of the donation is approximately \$600.00. Mr. McAllister made a motion to receive the communication, accept the donation and send a letter of thanks. Seconded by Mr. Boynton. Motion carried unanimously.

9 – COMMUNICATION – Appointment to the Commission on Persons with Disabilities

Request from Mayor Eriquez for the confirmation of the appointment of Anthony Frank Vitti to the Commission on Persons with Disabilities for a term to expire March 1, 2000. The appointment was confirmed on the Consent Calendar.

10 – COMMUNICATION – Donations to the Department of Elderly Services

Request from Director of Elderly Services Leo McIlrath for permission to accept donations in the total amount of \$155 for use of the Senior Center. Mrs. Abrantes made a motion to receive the communication, accept the donations, credit the proper line item and send letters of thanks. Seconded by Mrs. Saracino. Motion carried unanimously.

11 – COMMUNICATION – Donations to the Library

Request from Library Director Betsy McDonough for permission to accept donations in the total amount of \$76 to be credited to the Books and Office Supplies line items. Mr. Boynton made a motion to receive the communication, accept the donations, credit the proper line items and send letters of thanks. Seconded by Mrs. Abrantes. Motion carried unanimously.

12 – COMMUNICATION – Reappropriation of Donated Funds

Request from the Department of Elderly Services Director Leo McIlrath for the transfer of funds in the amount of \$589 from the Elderly Services donations

account to the Commission on Aging budget. A certification of funds was attached. The transfer of funds was authorized on the Consent Calendar.

13 – COMMUNICATION – Skateboard Park

Request from SKATE 2000 for a publicly funded skateboard park in Danbury. Mr. Levy asked that this be referred to the Director of Parks and Recreation for a report back within thirty days. Mayor Eriquez so ordered.

14 – COMMUNICATION – Amended Ambulance Budget

Memorandum from Director of Finance Dominic Setaro stated that the City has been notified by BSI as per Section 4.a that they are requesting an amendment to the budget which will go into effect October 1, 1999 regarding the administration of the billing functions previously done in-house by BSI. The proposal would be to subcontract for a company to handle the administration of claims, etc. Mr. Setaro recommends that the Common Council authorize an additional \$31,426 from the Ambulance Fund's Fund Balance to cover the net increase of service. He certified the availability of funds.

Mr. Levy made a motion to receive the communication and authorize the transfer of \$31,426 from the Ambulance Fund's Fund Balance to cover the net increase of service. Seconded by Dean Esposito. Motion carried unanimously.

15 – COMMUNICATION – RFC Property II – Tarrywile Lake

Request from Corporation Counsel Eric Gottschalk asking that the Mayor be granted authority to execute the contract of sale for the purchase of 100 acres west of Tarrywile Lake. Mr. Setaro made a motion to receive the communication and authorize the Mayor to execute the contract of sale, contingent upon approval by the Planning Commission. Seconded by Dean Esposito. Motion carried unanimously.

16 – COMMUNICATION – Water Run-off from Great Plain Road. Mr. Scalzo asked that this be referred to an ad hoc committee, the Superintendent of Public Works and the City Engineer. Mayor Eriquez so ordered and appointed Council Members Arconti, Smith and Basso to the committee.

17 – COMMUNICATION – Tisano Lease with the City. Mr. McAllister asked that this be referred to the Corporation Counsel and the Planning Commission for reports back within thirty days. Mayor Eriquez so ordered.

18 – COMMUNICATION – Request for a committee to cut brush and overgrowth. The communication was received on the consent calendar and referred to the Parks and Recreation Department and the Police Chief for action.

19 – COMMUNICATION – Request for a committee to study the feasibility of extending flood control measures. Mr. Arconti asked that this be referred to the Director of Public Works and the City Engineer for reports back within thirty days. Mayor Eriquez so ordered.

20 – COMMUNICATION – Request for a committee to resolve mailings of tax bills. Dean Esposito asked that this be referred to an ad hoc committee and the Director of Finance. Mayor Eriquez so ordered and appointed Council Members Smith, Scalzo and Moore to the committee.

21 – COMMUNICATION – Request for extension of time for sewer and water at 22 Clapboard Ridge Road. The communication was received and the extension of time granted on the Consent Calendar.

22 – COMMUNICATION – Request for sewer and water extension – 304 Federal Road. Mr. Levy asked that this be referred to an ad hoc committee, the

Superintendent of Public Utilities, the City Engineer and the Planning Commission. Mayor Eriquez so ordered and appointed Council Members McAllister, Smith and Moore to the committee.

23 – COMMUNICATION – Land grading at 39 Wedgewood Drive. Mr. Shuler asked that this be referred to the Superintendent of Public Works and the City Engineer for reports back within thirty days. Mayor Eriquez so ordered.

24 – COMMUNICATION – Excessive runoff damage on Weindorf Lane. Dean Esposito asked that this be referred to the Superintendent of Public Utilities and the City Engineer for reports back within thirty days. Mayor Eriquez so ordered.

25 – COMMUNICATION – Water and Sewer Bills for 4 Division Street. Mr. Levy asked that this be referred to the Superintendent of Public Utilities for a report back within thirty days. Mayor Eriquez so ordered.

26 – COMMUNICATION – Windaway Road Sanitary Sewer Extension. Mr. Setaro asked that this be deferred to public hearing. Mayor Eriquez so ordered.

27 – COMMUNICATION – Reports regarding the Halas Farm request. The request of Michael Halas to maintain a parcel of City owned property at 28 Pembroke Road subject to parties executing a revocable license and other documentation satisfactory to the Office of the Corporation Counsel was approved on the Consent Calendar.

28 – COMMUNICATION – Reports regarding Stadley Rough Road road widening parcels. The positive report from the City Engineer was received and the request for the City to accept conveyance of road widening parcels on Stadley Rough Road was approved subject to Planning Commission approval on the Consent Calendar.

29 – COMMUNICATION – Fifteen Great Plain Road. The request for reimbursement for a water line break at 15 Great Plain Road in the amount of \$807 subject to certification by the Director of Finance was approved on the Consent Calendar.

30 – COMMUNICATION – Reports regarding Francis Kieras. The request to reimburse Francis Kieras for \$598 for damage resulting from storm drainage on McDermott Street was approved on the Consent Calendar.

31 – COMMUNICATION – Blocking of City right of way. Mr. McAllister asked that this be referred to the Zoning Enforcement Officer, the Director of Health, the Superintendent of Public Works and the Chief of Police for reports back within thirty days. Mayor Eriquez so ordered.

32 – COMMUNICATION – Contract with Minolta Business Systems, Inc. and the Danbury Board of Education. Mrs. Abrantes asked that this be referred to an ad hoc committee, the Director of Finance and the Superintendent of Schools. Mayor Eriquez so ordered and appointed Council Members Gallagher, Scalzo and Saracino to the committee.

33 – COMMUNICATION – Lease of 83-85 Balmforth Avenue to CACD for Parking. The amendment to the lease of 75 Balmforth Avenue to CACD for the purposes of parking at 83-85 Balmforth Avenue was approved on the Consent Calendar.

34 – COMMUNICATION – Linron Gardens v. City of Danbury-
WITHDRAWN

35 – REPORT – Request for Sewer and Water Extension – 13 Lakeside Road

Mrs. Smith submitted the following report:

The Common Council Committee appointed to review the request for sewer and water extension at 13 Lakeside Road met on August 10, 1999 at 6:45 P.M. in Room 432 in City Hall. In attendance were committee members Smith, Coco and Basso. Also in attendance were Superintendent of Public Utilities William Buckley, Attorney Thomas Frizzell, Horst Rosentraeger, and Janine and Terry Goodsell.

Mr. Buckley explained how the request could be handled. There are no water or sewer lines on Lakeside Road near this address. The sewer line is on Juniper Ridge and some homes on Lakeside Road have City water. This request could be granted by upgrading existing services. The City would provide the materials and the labor. The combined cost would be \$15,000 for both water and sewer. If the petitioners wanted only one service the cost would be \$10,000. Mr. Buckley stated that there would be an engineering plan from Lakeside Road to Juniper Ridge Road. The City would want the right to have an easement and this would be part of the approval process. Mr. Buckley said that in addition to the normal eight steps, a ninth step would be needed for the easement and a contract with the City so that City personnel could be allowed onto the property.

Mrs. Basso made a motion to approve the process as stated above. Seconded by Mr. Coco. Motion carried unanimously.

The report was received and the recommendations and conditions approved on the Consent Calendar.

36 – DEPARTMENT REPORTS – Fire Marshall, Highways, Health & Housing, Fire Chief, Department of Elderly Services, Engineering, Public Utilities, Public Buildings, Police Chief. Mr. Setaro made a motion to accept the department reports as presented and waive the reading as all members have copies which are on file in the Office of the City Clerk for public inspection. Seconded by Dean Esposito. Motion carried unanimously.

The Mayor extended all committees.

37 – Mr. Setaro made a motion to add item 37 to the agenda, Ridgebury Hills (formerly known as Glenwood Acres) Briar Ridge Road. Seconded by Mr. Levy. Motion carried unanimously.

Request from Attorney Robin Kahn that the terms of the sewer and water extension approval be modified so as to permit the developer of Ridgebury Hills to convey the sewer and water improvements in the subdivision to the City in phases. The phases would consist of such portions of the improvements as are acceptable to the Engineering and Public Works Department and to the Corporation Counsel.

Mr. Setaro made a motion to receive the communication and grant the request to modify the sewer and water extensions to allow the developer to convey the sewer and water improvements in the subdivision to the City phases, to consist of such portions of the improvements as are acceptable to the Engineering, Public Works Department and the Corporation Counsel, which would enable the developer to obtain certificates of occupancy for homes located within the areas conveyed to the City. Seconded by Dean Esposito. Motion carried unanimously.

There being no further business to come before the Common Council a motion was made at 9:22 P.M. by Council Member Shuler for the meeting to be adjourned.

Respectfully submitted,

JIMMETTA L. SAMAHA
Assistant City Clerk



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

INTEROFFICE MEMORANDUM

TO: HON. GENE F. ERIQUEZ
VIA THE COMMON COUNCIL

FROM: DOMINIC A. SETARO, JR.

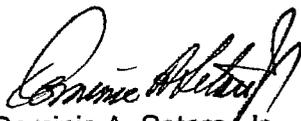
SUBJECT: REVISED RESOLUTION – AIDS PREVENTION & NEEDLE EXCHANGE PROGRAM
GRANTS

DATE: 09/23/99

CC: K. REDENZ, N. C. BUZERAŁ, AND D. TORRES

Attached for your review is a revised resolution that will allow the City of Danbury's Department of Public Health to accept additional funding from the State of Connecticut, Department of Public Health for the AIDS Prevention and Needle Exchange Program Grants. These increases total \$6,180.00 The AIDS Prevention Grant has been increased in the amount of \$5,180 for a total budget of \$187,947. The Needle Exchange Program Grant has been increased by \$1,000 for a total of \$51,000. No local cash match is required.

The Common Council is requested to consider this resolution at its next meeting.


Dominic A. Setaro, Jr.

City of Danbury
LOG #99-131
07/01/98 to 06/30/00
AIDS Program

#2 Contract Budget

City of Danbury, #99-131
BUDGET PERIOD: 07/01/99 to 06/30/00
Contract Period: 07/01/98 to 06/30/00

Budget Summary

Program(s)/Site(s)

- #1: Counseling & Testing Program (C&T)
#2: Health Education/Risk Reduction Program (HE/RR)
#3: Needle Exchange Program (NEP)
#4: Health Care/Social Services (HC/SS)

Category	Program 1	Program 2	Program 3	Program 4	Total
Program Name:	C&T	HE/RR	NEP	HC/SS	
1. Salaries & Wages	28393	76552	40417		145362
2. Fringe Benefits	4916	13551	4945		23412
3. Travel	100	1000	250		1350
4. Training	100	1000	200		1300
5. Educational Materials	300	1950	200		2450
6. Office Supplies	100	1000	100		1200
7. Medical Materials	250	2500			2750
8. Contractual (Sub-Contracts)**				38461	38461
9. Telephone	59	1200	250		1509
10. Advertising	100	800	100		1000
11. Other Expenses (list)					
a. Dues/Fees/Subs		1000	83		1083
b. Equipment	100	400	50		550
c. Printing		500			500
d. Utilities		716	175		891
e. Equip. Maintenance		700	150		850
f. Gasoline		305	100		405
g. Postage	100	400	100		600
h. Disposal	70	70	140		280
i. NEP Supplies			500		500
j. Rent	300	3500	1200		5000
k. Audit	727	2232	1020	768	4747
12. a) Administrative Costs	727	2232	1020	768	4747
12. b) Indirect Costs					
Total DPH Grant	36342	111608	51000	39997	238947
Other Program Income					
Counseling & Testing Fees	2000				

**Complete Sub-contractor Schedule A



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Department of Public Health Services, through its AIDS Prevention Program, has made grant funds available to full-time health departments to provide HIV health education information and expanded services for the period of July 1, 1998 through June 30, 2000; and

WHEREAS, for fiscal year 1999-2000 grant funding will be increased by \$5,180.00 to a new total of \$187,947.00 requiring no local match, made available to the Danbury Health and Housing Department for its AIDS Risk Reduction Outreach Education Program, HIV Counseling and Testing Services, with an additional \$1,000.00 to the Needle Exchange Program and its Ryan White Title II Case Management Program for a new total of \$51,000.00, upon approval of a grant application therefore; and

WHEREAS, the Danbury Health and Housing Department will provide these services to the general public with particular attention given to individuals concerned about possible exposure to HIV, serving both residents and non-residents with no restrictions on who may be served.

NOW, THEREFORE, BE IT HEREBY RESOLVED, THAT Gene F. Eriquez, Mayor of the City of Danbury is authorized to apply for said grant and to accept the grant award on behalf of the City of Danbury, if such award is made. Any prior actions of the Mayor regarding this application are hereby ratified.

BE IT FURTHER RESOLVED THAT Mayor Gene F. Eriquez is hereby authorized to make, execute and approve on behalf of the City of Danbury all contracts/ agreements or amendments thereof, which do not require expenditure of City funds, with the State of Connecticut Department of Public Health Services regarding said grant, and to take all actions necessary to accomplish the purposes of these programs.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Department of Public Health Services, through its AIDS Prevention Program, has made grant funds available to full-time health departments to provide HIV health education information and expanded services for the period of July 1, 1998 through June 30, 2000; and

WHEREAS, for fiscal year 1999-2000 grant funding will be increased by \$5,180.00 to a new total of \$187,947.00 requiring no local match, made available to the Danbury Health and Housing Department for its AIDS Risk Reduction Outreach Education Program, HIV Counseling and Testing Services, with an additional \$1,000.00 to the Needle Exchange Program and its Ryan White Title II Case Management Program for a new total of \$51,000.00, upon approval of a grant application therefore; and

WHEREAS, the Danbury Health and Housing Department will provide these services to the general public with particular attention given to individuals concerned about possible exposure to HIV, serving both residents and non-residents with no restrictions on who may be served.

NOW, THEREFORE, BE IT HEREBY RESOLVED, THAT Gene F. Eriquez, Mayor of the City of Danbury is authorized to apply for said grant and to accept the grant award on behalf of the City of Danbury, if such award is made. Any prior actions of the Mayor regarding this application are hereby ratified.

BE IT FURTHER RESOLVED THAT Mayor Gene F. Eriquez is hereby authorized to make, execute and approve on behalf of the City of Danbury all contracts/ agreements or amendments thereof, which do not require expenditure of City funds, with the State of Connecticut Department of Public Health Services regarding said grant, and to take all actions necessary to accomplish the purposes of these programs.



2

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

INTEROFFICE MEMORANDUM

TO: HON. GENE F. ERIQUEZ
VIA THE COMMON COUNCIL

FROM: DOMINIC A. SETARO, JR.

SUBJECT: RESOLUTION - DRUG ENFORCEMENT GRANT #11

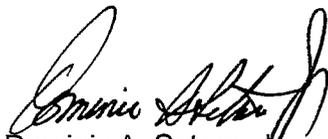
DATE: 09/23/99

CC: K. REDENZ, N. C. BUZERAK,

Attached for your review is a resolution that will allow the City of Danbury's Police to apply for and to accept continued funding from the State of Connecticut, Office of Policy & Management for the Drug Enforcement Grant. This Grant in the amount of \$471,032 will be for the time-period July 1, 1999 through June 30, 2000. An additional local in-kind match of \$12,716 is required for the enforcement portion and will be provided in the Police Department budget.

The State of Connecticut establishes the allocation for this program. The distribution is 50% or \$235,515 for enforcement, 40% or \$188,413 for education and 10% or \$47,104 for crime prevention. The Police Department budgets are attached. The Education budget will be forwarded later.

The Common Council is requested to consider this resolution at its next meeting.


Dominic A. Setaro, Jr.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut of Policy of Management will make available to the City of Danbury grant funding in the amount of \$471,032.00 pursuant to Public Act 89-390, an act concerning prevention and treatment of substance abuse and enforcement of drug laws; and

WHEREAS, 50% of the funding, or 235,515.00 is to be designated for law enforcement, 40% of the total amount, or \$188,413.00 is to be applied to drug education, and the remaining 10%, 47,104.00 is to be used for crime prevention programs; and

WHEREAS, the grant period is effective July 1, 1999 through June 30, 2000 and no local cash match is required;

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Gene F. Eriquez is hereby authorized to apply for said grant on behalf of the City of Danbury, to accept the grant award, if made, subject to the terms and condition established in connection therewith by the State of Connecticut, to execute any contracts/agreements therefore and to take any additional actions necessary to effectuate the purposes hereof.

BE IT FURTHER RESOLVED THAT any past actions of Mayor Gene F. Eriquez to effectuate the purposes of this grant award are hereby ratified.

PROJECT BUDGET ITEMIZATION

Enforcement Education _____ Crime Prevention (entitlement cities only) _____

Applicant: **City of Danbury, Department of Police**

Project Title: **1999-2000FY DRUG ENFORCEMENT PROGRAM**

A. Personnel	Annual Salary	% of time	Grant Funds	Local FUNDS
Det.Sgt.3	55,100	100%	55,100	
Det.P.O.6	49,404	100%	49,404	
P.O.6	47,715	100%	47,715	
P.O.5	47,006	100%	47,006	
P.O.5	47,006	100%	34,290	12,716
			<u>\$233,515</u>	<u>\$12,716</u>
Salaries Total				233,515
Fringe Benefits	(Calculated at _____%)			
All fringes funded by local funds	Fringe Benefits Total			0
Personnel Total				233,515
B. Travel & Training				
N/A				
Travel & Training Total				0
C. Equipment (Description, Quantity & Unit Price)				
N/A				
Equipment Total				0

PROJECT BUDGET ITEMIZATION

Enforcement x Education Crime Prevention (entitlement cities only)

Applicant: City of Danbury, Department of Police

Project Title: 1999-2000 FY DRUG ENFORCEMENT PROGRAM

D. Supplies		
N/A		
Supplies Total		0
E. Consulting & Contractual		
N/A		
Consulting & Contractual Total		0
F. Facilities		
N/A		
Facilities Total		0
G. Other		
<u> ITEM </u>	<u> QUANTITY </u>	<u> UNIT </u>
1.	11	ea. Beeper Service for eleven (11) beepers @ 3.78 @ month x 12 months
		500
2.	2	ea. Cell Phone Service for two (2) cell phones for 12 months of service.
		1,500
Other Total		2,000

Enforcement Funds Requested: 235,515 % of Total: 50%

Education Funds Requested: 188,413 % of Total: 40%

*Crime Prevention Funds Requested: 47,104 % of Total: 10%

*(Entitlement cities only)

TOTAL PROJECT COST: 235,515

Prepared by: Arthur P. Sullo, Captain Title: Administrative Cmdr. Phone: 203-797-453
(Name)

Signature: *Arthur P. Sullo* Date: 9/21/99

INSTRUCTIONS ON NEXT PAGE

PROJECT BUDGET ITEMIZATION

Enforcement _____ Education _____ Crime Prevention (entitlement cities only) x

Applicant: CITY of DANBURY

Project Title: CRIME PREVENTION PROGRAM

A. Personnel	Annual Salary	% of time	
<p>Overtime costs for personnel assigned to the Community Services Division to conduct substance abuse and crime prevention programs. This is to include neighborhood watch, tenant meetings and others. Other programs include Safet Day presentations at the PAL facility and Danbury Fair Mall. Programs will be presented at the request of the community.</p>			
Salaries Total			\$6,604
Fringe Benefits	(Calculated at _____%)		
NONE (covered by City of Danbury)	Fringe Benefits Total		0
Personnel Total			
B. Travel & Training			
<p>Participation at the National Crime Prevention Training Conference. Registration, Housing, Meals. Also regional and local crime prevention seminars.</p>			
Travel & Training Total			\$4,000.00
C. Equipment (Description, Quantity & Unit Price)			
<p>See Attachment "A"</p>			
Equipment Total			\$1,600.00

PROJECT BUDGET ITEMIZATION

Enforcement _____ Education _____ Crime Prevention (entitlement cities only) x

Applicant: City of Danbury

Project Title: Crime Prevention Program

D. Supplies See Attachment "B"	
Supplies Total	\$1,600.00
E. Consulting & Contractual See Attachment "C"	
Consulting & Contractual Total	\$28,500.00
F. Facilities	
Facilities Total	0
G. Other See Attachment "D"	
Other Total	\$4,800.00

Enforcement Funds Requested: _____ % of Total: _____

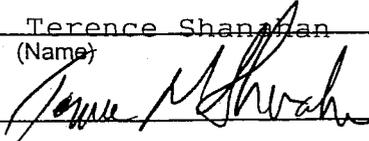
Education Funds Requested: _____ % of Total: _____

*Crime Prevention Funds Requested: 10 % of Total: \$47,104

*(Entitlement cities only)

TOTAL PROJECT COST: _____

Prepared by: Terence Shanahan Title: Lieutenant Phone: 203-797-4577
 (Name)

Signature:  Date: 9/22/99

INSTRUCTIONS ON NEXT PAGE



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut of Policy of Management will make available to the City of Danbury grant funding in the amount of \$471,032.00 pursuant to Public Act 89-390, an act concerning prevention and treatment of substance abuse and enforcement of drug laws; and

WHEREAS, 50% of the funding, or 235,515.00 is to be designated for law enforcement, 40% of the total amount, or \$188,413.00 is to be applied to drug education, and the remaining 10%, 47,104.00 is to be used for crime prevention programs; and

WHEREAS, the grant period is effective July 1, 1999 through June 30, 2000 and no local cash match is required;

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Gene F. Eriquez is hereby authorized to apply for said grant on behalf of the City of Danbury, to accept the grant award, if made, subject to the terms and condition established in connection therewith by the State of Connecticut, to execute any contracts/agreements therefore and to take any additional actions necessary to effectuate the purposes hereof.

BE IT FURTHER RESOLVED THAT any past actions of Mayor Gene F. Eriquez to effectuate the purposes of this grant award are hereby ratified.

DRUG ENFORCEMENT PROGRAM
GRANT APPLICATION
1999-2000

EDUCATION

KEY PERSONS ADDRESS SHEET
Please place behind face sheet and checklist.

PROJECT DIRECTOR - LAW ENFORCEMENT

Name _____
Address _____

Telephone _____ Fax _____
E-mail _____

PROJECT DIRECTOR - EDUCATION

Name Frances Evans
Address 43 Clapboard Ridge Road
Danbury, CT 06811
Telephone 203-797-4743 Fax 203-797-4704
E-mail evansf@danbury.k12.ct.us

PROJECT DIRECTOR - CRIME PREVENTION (entitlement cities only)

Name _____
Address _____

Telephone _____ Fax _____
E-mail _____

FINANCIAL OFFICER

Name _____
Address _____

Telephone _____ Fax _____
E-mail _____

PLEASE PRINT OR TYPE LEGIBLY

PROJECT BUDGET ITEMIZATION

Enforcement _____ Education x Crime Prevention (entitlement cities only) _____

Applicant: Danbury

Project Title: Drug Education, Drug Entitlement (TNT)

Personnel:

D. Foster, Student At Risk (STAR) teacher, works with students demonstrating behaviors of concern who have been referred to the program by staff. Families are closely involved in the program and team with the STAR teacher and any other teachers the student may have. Salary is determined by NEA-Danbury and the Danbury Board of Education as are the benefits.

C. Hall teaches high school drug education, arranges for guest speakers and assembly programs, assists in the general assessment of the drug education program K-12, and collaborates with local groups and agencies. She is endorsed to teach drug education by the State of CT. The other portion of her full time salary is paid from the Title IV monies. Salary is determined by contract as is Mr. Foster's.

S. Ratchford team-teaches the Peer Leadership classes. The remaining .8 FTE of his salary is picked up by the Danbury Public Schools as an English teacher. He is the lead teacher in the team and has been trained in New Jersey for the peer leadership program.

After School Activity Leaders are teachers volunteering to run programs for students after school. They are certified teachers employed by the school system and under contract. The number of hours for each activity is dependent on student interest and facility availability. The hourly rate is determined by contract language and is \$23. /hr.

Substitutes are made available to staff attending workshops, conferences, or visitations that will further the goals and objectives of the drug education program. The cost of a substitute is determined by the contract and includes benefits cost, \$70/day.

Clerical hours are needed every year to assist with the paperwork associated with administering the grant activities. The Project Director has minimal secretarial time, shared with athletics, art, music, family and consumer sciences, and world languages, and thus needs clerical hours when she can't handle the load. Finding quality clerical help during the school day is difficult therefore the rate is set at one of the higher rates in hopes of attracting a retired secretary or a part time person with good skills, \$25/hr.

Administrative (F. Evans) time is built into the grant in order for any overload to be handled by the Project Director when she can find time on a Saturday or during vacations. By contract this is on a per diem basis and includes benefits. The Project Director is Coordinator of Physical Education and Human Development K-12.

Travel & Training:

Registration, meals, mileage, hotel are within what may be covered for staff attending workshops and conferences that are related to the drug education program goals and objectives. Programs attended may include EDCONN, CES, ACES, Planned Parenthood, Drugs Don't Work, Danbury Hospital's Student Assistant Program. Mileage is \$.31. Out of state programs are covered after approval at 50%.

Equipment:

The STAR program at Rogers Park Middle School has been seeking a computer and printer for three years to enhance the student work and the projects students and the teacher try to do. The program works closely with the goals of the drug education and character education programs and integrates the family during its activities. Costs for the Dell computer, HP printer, and the Smart Board were gotten from the Technology Coordinator for the school system as he was pricing purchases for the Business and Technology programs.

Supplies:

The consumables are variable each year and are mostly workshop and office materials. Other supplies are classroom software and teaching materials e.g. Drug eyes, used on a daily basis. Teachers request specific items, usually after previewing their appropriateness for students, for purchase. A large expense expected this year is the potential use of the Johnson Institute's Student View Survey \$2788.

Consulting & Contractual:

Itemized budget sheets from this past year for contractual services by Danbury Hospital's Center for Child and Adolescent Treatment Services's Student Assistance Program and the Hispanic Cultural Society's bilingual drug educator (Community Action Committee of Danbury as fiduciary) that will be repeated this year are attached.

Drugs Don't Work, The School Partnership is a consulting resource for training, parent activities, peer activities, and assessment assistance. Annual fee is \$100.

Community Action Committee of Danbury is the fiduciary for the Hispanic Cultural Society with whom we have collaborated for over ten years. They provide a bilingual drug educator (BDE) who works at Rogers Park Middle School with the students, student groups, parents, and community groups. The BDE collaborates with the student assistance counselor, the STAR teacher, and the other staff to help lessen risk factors at school and in the community and to teach and reinforce resiliency skills for the students and their families.

Danbury Hospital, Center for Child and Adolescent Treatment Services has a well developed Student Assistance Program which provides a full time student assistance counselor for the high school and Alternative High School and the supervision of that counselor. Also provided are supervision for a second student assistance counselor for both middle schools funded through the United Way, professional development programs for all public and private school staff and parents, and additional grant writing for the student assistance program when grants can be found. Because this grant does not cover all the expenses incurred by the Student Assistance Counselors and the students and families they work with and those referred to them the Hospital donates back over \$72,000 of in kind services to us. We continue to look for additional funding, such as the United Way grant, to help defray the program's costs.

Guest speakers are used by drug education teachers, classroom teachers, and building administrators for enhancement of the instruction in drug education, peer leadership, character education, violence prevention, and risk reduction and resiliency skill building. Most guest speakers are available to us at no charge, others charge a fee. We screen these speakers to make sure the cost is worth the appearance(s). Thus far we have been fortunate in our choices. Some of our paid speakers have and will be Mary Ronan, R.N. (\$200. /day), Ginger Katz (\$500. per assembly), and Dan Woog. We try to remain open to new possibilities that will enhance our classroom and school emphasis on positive behaviors and risk reductions.

Facilities:

Sites are rented for trainings of middle school peer mediation groups, peer leadership program participants, character education initiative challenge programs. Each facility is chosen because of past positive use and for availability. The costs of the facility are effected by the number of participants and the calendar date(s) chosen by us. Costs range from \$65. per person and \$350. for a site locally or \$1900.+ for a multi-day out of town site. We use sites such as the Amber Room in Danbury and Camp Hemlocks in Hebron, CT.

JUN 29 1999

To: Fran Evans
From: Liz Jorgensen
June 25, 1999

**Invoice for Services Rendered - Student Assistance Program
Danbury High School**

Time Period - February 1, 1999 - June 21, 1999

1) Student Assistance Counselor - salary and benefits

February 1, 1999 - June 25, 1999

21 weeks X 40 hours per week X \$19.00 per hour = \$ 15,960

Benefits = 26% X \$ 15,960 = \$4149.60

Total = \$ 20, 109.60

2) Clinical Supervisory/ Consultation fees:

21 weeks of supervision for the Student Assistance Program from
2/1/99 - 6/18/99

21 weeks X 3 hours per week X \$75.00 per hour = \$ 4725.00

Total Due = \$ 24,834.60

Please make check payable to:
Danbury Hospital - Student Assistance Services

Mail to : CCATS
196 Osbourne Street
Danbury, CT 06810

Thank You

ACD

The Community Action Committee of Danbury, Inc.
66 North Street Danbury, Connecticut 06810 (203) 744-4700

July 9, 1999

Ms. Francis Evans, Coordinator
Health & Physical Education, K-2
Danbury Public Schools
63 Beaver Brook Road
Danbury, CT 06810

RE: HISPANIC CULTURAL SOCIETY DRUG EDUCATION GRANT 10/1/98-9/30/99

Dear Ms. Evans:

The Community Action Committee of Danbury, Inc. is requesting reimbursement in the amount of \$4851.30 covering the period 3/1/99-6/30/99 for the HCS Drug Education Position. The following is a brief summary of related expenditures.

20 hrs weekly @ 12.45/hr x 17.6 wks. =	\$4382.40
FICA 7.65% x 4382.40 =	335.25
Workman's Comp. .75% x 4382.40 =	32.86
Unemployment 2.3% x 4382.40 =	<u>100.79</u>
	\$4851.30

If there are any questions, please do not hesitate to call.

Sincerely,



Elsie Nicholson
Executive Director

Encl.

PROJECT BUDGET ITEMIZATION

Enforcement _____ Education x Crime Prevention (entitlement cities only) _____

Applicant: Danbury

Project Title: Drug Education, Drug Entitlement (INT)

A. Personnel	Annual Salary	% of time	
D. Foster, Students at Risk Teacher	\$61,139.	1.0 FTE	
C. Hall, Drug Educator.	\$25,897.	.4 FTE	
S. Ratchford, Peer Leadership teacher	\$11,750.	.2 FTE	
After School Activity Leaders	\$28/hr. x 60 hrs.	\$1380. ϕ	
Substitutes	\$70./day x 10 days	\$ 700.	
Clerical	\$25/hr. x 35 hrs	\$ 875.	
Adminstrative per diem +/- 3 days		\$1140.	
Salaries Total			\$101,501.
Fringe Benefits	(Calculated at <u>7.5%</u>)	Fringe Benefits Total	
			\$ 3,402
Personnel Total			\$104,903
B. Travel & Training			
Workshops and conferences such as EDCUNN, Planned Parenthood, Drugs Don't Work, Student Assistance Program, CT Assoc. of Health, Physical Education, Recreation, and Dance, etc. that staff involved with drug education, at risk students, violence prevention, or character education have registration, travel, and other specific associated expenses covered as appropriate to the training. Mileage reimbursement is \$.31 per mile.			
Travel & Training Total			\$4200.
C. Equipment (Description, Quantity & Unit Price)			
1 Dell PC	\$1600.		
1 HP printer	\$ 400.		
1 Smart Board Model SB580	\$1500.		
Equipment Total			\$3500.

PROJECT BUDGET ITEMIZATION

Enforcement _____ Education X Crime Prevention (entitlement cities only) _____

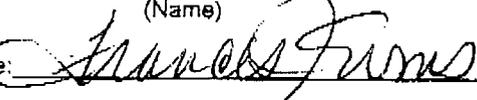
Applicant: Danbury

Project Title: Drug Education, Drug Entitlement (TNT)

<p>D. Supplies Drug education classroom materials, media and curriculum enhancement materials, materials for at risk students and for peer leadership groups. Character education materials are also augmented for schools involved in the character education initiative. Office supplies for the administration of the grant activities are minimal and purchased only when school system funds are not available in a timely manner. Drug education program assessment materials are purchased from this line. The Johnson Institute's Student View Survey is the identified assessment tool identified, \$2788.</p>		
Supplies Total		\$5600.
<p>E. Consulting & Contractual Drugs Don't Work \$ 100. Community Action Council of Danbury \$16,000. Danbury Hospital, Center for Child and Adolescent Treatment Services (SAP) \$45,000. Guest speakers for classrooms and assemblies ex. Mary Ronan Ginger Katz Dan Woog Yellow Dress \$ 4,100.</p>		
Consulting & Contractual Total		\$65,200.
<p>F. Facilities Rental of training sites: Great Hollow Wilderness School, YMCA \$65/person EDCUNN Challenge Program combined with other grant source so specific costs varies. Mediation Center trainings at Amber Room, Danbury \$350.@</p>		
Facilities Total		\$5010.
<p>G. Other</p>		
Other Total		0

Enforcement Funds Requested: _____ % of Total: _____
 Education Funds Requested: \$188,413 % of Total: 40
 *Crime Prevention Funds Requested: _____ % of Total: _____

*(Entitlement cities only) **TOTAL PROJECT COST: \$188,413**
 Prepared by: Frances Evans (Name) Coordinator Physical Education
 Title: and Human Development K12 Phone: 203-797-4743

Signature:  Date: 10/1/99

PROJECT NARRATIVE
Substance Abuse Prevention Education Program Plan

Instructions:

1. List the program objectives for FY1997/1998 below. Program objectives are the desired results of the project.
2. For each objective, compile a Program Plan including participants, activities and budget summary information. Use separate copy of this form for each proposed objective. Please be specific when explaining how per cost/per day/per hour figures used in each program were developed. See Appendix H for a Program Plan example. Appendix I contains definitions of budget summary categories used in the Program Plan.

Municipality

Danbury

Program Objective

To provide staffing to specifically address student' drug education and prevention, intervention, and support needs which includes interaction with parents and community.

Participants

D. Foster, Students at Risk Teacher 1.0 FTE
 C. Hall, Drug Educator .4 FTE
 S. Ratchford, Peer Leadership Teacher .2 FTE
 After School Activity Leaders
 Substitutes

Budget Summary:

Amount

Category A. Personnel

Admin/Supr	\$ 1140.
Teachers	\$99,486.
Educ. Aides	\$
Clerical	\$ 875.
Other	\$
Employ F. Benefits	\$ 3,402.

Category B. Travel & Training

Pupil Trans	\$
Tuition	\$
Travel	\$

Category C. Equipment

	\$
--	----

Category D. Supplies

Instru Supplies (may incl. DARE)	\$
Admin Supplies	\$
Textbooks	\$
Other Supplies (may incl. DARE)	\$

Category E. Consulting & Contractual

In-service	\$
Pupil Services	\$
Field Trips	\$
Parent Activities	\$
Pro/Tech Support	\$
O. Purch. Services	\$

Category F. Facilities

Rented Space	\$
--------------	----

Category G. Other

	\$
--	----

TOTAL FOR OBJECTIVE \$104,903.

See Appendix I for budget category definitions.

Description of Activities

The teachers noted work to reduce risk factors where possible and to promote the learning and practice of positive behaviors and reinforcement of resiliency skills. Hall and Ratchford additionally work with students, parents, and community groups through professional development, regional meetings, and community service projects specific to grant areas.

After school activity leaders work with students after school hours in student identified interest areas to promote positive behavior (non-drug/violent) and reinforcement of resiliency skills through athletic and academic activities.

Clerical assistance to the Project Director to support grant activities.

Project Director per diem for work on grant activities outside the regular school calendar.

Substitutes for staff to attend grant associated trainings and professional development activities.

PROJECT NARRATIVE
Substance Abuse Prevention Education Program Plan

Instructions:

1. List the program objectives for FY1997/1998 below. Program objectives are the desired results of the project.
2. For each objective, compile a Program Plan including participants, activities and budget summary information. Use a separate copy of this form for each proposed objective. Please be specific when explaining how per cost/per day/per hour figures used in each program were developed. See Appendix H for a Program Plan example. Appendix I contains definitions of budget summary categories used in the Program Plan.

Municipality

Danbury

Program Objective

To provide nominal support to staff for local travel and out-of-district professional development needs in the drug education areas.

Participants

Public school staff K-12, parents of public school students.

Budget Summary:

Amount

Category A. Personnel

Admin/Supr	\$
Teachers	\$
Educ. Aides	\$
Clerical	\$
Other	\$
Employ F. Benefits	\$

Category B. Travel & Training

Pupil Trans	\$
Tuition	\$
Travel	\$4200.

Category C. Equipment

	\$
--	----

Category D. Supplies

Instru Supplies (may incl. DARE)	\$
Admin Supplies	\$
Textbooks	\$
Other Supplies (may incl. DARE)	\$

Category E. Consulting & Contractual

In-service	\$
Pupil Services	\$
Field Trips	\$
Parent Activities	\$
Pro/Tech Support	\$
O. Purch. Services	\$

Category F. Facilities

Rented Space	\$
--------------	----

Category G. Other

	\$
--	----

TOTAL FOR OBJECTIVE	\$4200.
---------------------	---------

See Appendix I for budget category definitions

Description of Activities

The Project Director screens all applications from public school staff requesting to attend conferences, workshops, trainings, etc. If the application meets grant parameters and there is Travel and Training money the request is approved in whole or in part. This request is linked with the substitute line item as necessary. If a request is raised for out-of-state programs a phone call is made to the office of Policy and Management for clarification and/or clearance. National Student Assistance Program Convention fees are split with the Safe and Drug Free Schools grant when possible.

PROJECT NARRATIVE
Substance Abuse Prevention Education Program Plan

Instructions:

- List the program objectives for FY1999/2000 below. Program objectives are the desired results of the project.
- For each objective, compile a Program Plan including participants, activities and budget summary information. Use a separate copy of this form for each proposed objective. **Please be specific when explaining how per cost/per day/per hour figures used in each program were developed.** See Appendix H for a Program Plan example. Appendix I contains definitions of budget summary categories used in the Program Plan.

Municipality	Danbury
---------------------	---------

Program Objective	To provide a PC computer and printer to the Students At Risk program at Rogers Park Middle School and a Smart Board for the high school drug education program.
--------------------------	---

Participants	Budget Summary:	Amount
Rogers Park Middle School students and staff in the Students At Risk program. Danbury High School students and staff involved with the drug education program.	<u>Category A. Personnel</u>	
	Admin/Supr	\$
	Teachers	\$
	Educ. Aides	\$
	Clerical	\$
	Other	\$
	Employ F. Benefits	\$
	<u>Category B. Travel & Training</u>	
	Pupil Trans	\$
	Tuition	\$
	Travel	\$
	<u>Category C. Equipment</u>	\$ 3500.
	<u>Category D. Supplies</u>	
	Instru Supplies (may incl. DARE)	\$
	Admin Supplies	\$
	Textbooks	\$
	Other Supplies (may incl. DARE)	\$
	<u>Category E. Consulting & Contractual</u>	
	In-service	\$
	Pupil Services	\$
	Field Trips	\$
	Parent Activities	\$
	Pro/Tech Support	\$
	O. Purch. Services	\$
	<u>Category F. Facilities</u>	
	Rented Space	\$
	<u>Category G. Other</u>	\$
	TOTAL FOR OBJECTIVE	\$3500.
	See Appendix I for budget category definitions.	
Description of Activities		
The Students At Risk program will use the computer and printer for academic work to reinforce their academic focus and thereby their success in school. They will also be able to access the internet for project research activities.		
The Smart Board will be used to enhance classroom instruction for drug education, parent presentations, and in class student projects.		
Expected costs:		
1 Dell PC \$1600.		
1 HP printer \$ 400.		
1 Smart Board Model SB580 \$1500.		

3716.32

PROJECT NARRATIVE
Substance Abuse Prevention Education Program Plan

Instructions:

1. List the program objectives for FY1997/1998 below. Program objectives are the desired results of the project.
2. For each objective, compile a Program Plan including participants, activities and budget summary information. Use a separate copy of this form for each proposed objective. Please be specific when explaining how per cost/per day/per hour figures used in each program were developed. See Appendix H for a Program Plan example. Appendix I contains definitions of budget summary categories used in the Program Plan.

Municipality
 Danbury

Program Objective
 To support the classroom instruction of drug education/violence prevention K-12 and its extension into paren and staff awareness/education in these areas as well as the minimal office supplies needed to support these efforts. Character ed. activities are also supported.

Participants
 Project Director, drug education staff at secondary level and classroom teachers at the elementary level.
 Character education Advisory Council, its consultant, and the involved schools.

Description of Activities
 Purchase for support and enhancement of the drug ed/violence prevention, SAP, and related curricular and parent/staff education programs materials needed.
 As needed assist character education activities with needed materials.

Budget Summary: Amount

<u>Category A. Personnel</u>	
Admin/Supr	\$
Teachers	\$
Educ. Aides	\$
Clerical	\$
Other	\$
Employ F. Benefits	\$
<u>Category B. Travel & Training</u>	
Pupil Trans	\$
Tuition	\$
Travel	\$
<u>Category C. Equipment</u>	
<u>Category D. Supplies</u>	
Instru Supplies (may incl. DARE)	\$ 5600.
Admin Supplies	\$
Textbooks	\$
Other Supplies (may incl. DARE)	\$
<u>Category E. Consulting & Contractual</u>	
In-service	\$
Pupil Services	\$
Field Trips	\$
Parent Activities	\$
Pro/Tech Support	\$
O. Purch. Services	\$
<u>Category F. Facilities</u>	
Rented Space	\$
<u>Category G. Other</u>	
TOTAL FOR OBJECTIVE	\$ 5600.

See Appendix I for budget category definitions.

PROJECT NARRATIVE
Substance Abuse Prevention Education Program Plan

Instructions:

1. List the program objectives for FY1997/1998 below. Program objectives are the desired results of the project.
2. For each objective, compile a Program Plan including participants, activities and budget summary information. Use a separate copy of this form for each proposed objective. Please be specific when explaining how per cost/per day/per hour figures used in each program were developed. See Appendix H for a Program Plan example. Appendix I contains definitions of budget summary categories used in the Program Plan.

Municipality

Danbury

Program Objective

To support the students, staff, and parents in the drug ed./violence ed. areas with material, resources, and programs not available directly through existing school staff/p

Participants

Drugs Don't Work, The School Partnership
CACD-Hispanic Center of Greater Danbury
Danbury Hospital-Student Assistance Program
Consultants/guest speakers as identified for
specific drug/violence prevention
programs

Budget Summary:

Amount

Category A. Personnel

Admin/Supr	\$
Teachers	\$
Educ. Aides	\$
Clerical	\$
Other	\$
Employ F. Benefits	\$

Description of Activities

Drugs Don't Work: professional development,
parent education, consultation support
each year. \$100.

Community Action Council of Danbury (CACD) is
the fiduciary for the Hispanice Ctr.
who provides a drug education trained
bilingual teacher to our staff, SAP,
drug ed. classes, and parents year
round for direct services and for con-
sultation. \$16,000.

Danbury Hospital, Center for Child and Adoles-
cent Treatment Services provide stu-
dent assistance counselors at the
high school and alternative center.
This person works collaboratively with
the SAC at the two middle schools who
is funded out of a different grant.
The counselor works on an hourly basis
part time in the buildings. She is
available during and after school hrs
and is backed up by other counselors
at the Center during off school hours,
vacations, weekends, etc. Staff also
plan, organize and conduct SAP aware-
ness and education programs for staff
and parents. The counselor is a member
of the SAT as needed. \$45,000.

Category B. Travel & Training

Pupil Trans	\$
Tuition	\$
Travel	\$

Category C. Equipment

Category D. Supplies

Instru Supplies (may incl. DARE)	\$
Admin Supplies	\$
Textbooks	\$
Other Supplies (may incl. DARE)	\$

Category E. Consulting & Contractual

In-service	\$
Pupil Services	\$
Field Trips	\$
Parent Activities	\$
Pro/Tech Support	\$ 65,200.
O. Purch. Services	\$

Category F. Facilities

Rented Space	\$
--------------	----

Category G. Other

TOTAL FOR OBJECTIVE	\$ 65,200.
---------------------	------------

See Appendix I for budget category definitions.

Guest speakers to augment classroom instruc-
tion and staff/parent trainings \$4,100.

PROJECT NARRATIVE
Substance Abuse Prevention Education Program Plan

Instructions:

1. List the program objectives for FY1997/1998 below. Program objectives are the desired results of the project
2. For each objective, compile a Program Plan including participants, activities and budget summary information. Use separate copy of this form for each proposed objective. Please be specific when explaining how per cost/per day/per hour figures used in each program were developed. See Appendix H for a Program Plan example. Appendix I contains definitions of budget summary categories used in the Program Plan.

Municipality
 Danbury

Program Objective

To provide off site training and retreat locations for the Peer Leadership and Mediation students and staff during the calendar year. To provide Challenge program activities for K-12 students involved in character education initiatives.

Participants

Two peer leadership teachers and their two classes.
 Middle school students and staff involved in Mediation Center training and implementations
 K-12 students/staff involved with Character Education initiatives.

Budget Summary:

Amount

Category A. Personnel

Admin/Supr	\$
Teachers	\$
Educ. Aides	\$
Clerical	\$
Other	\$
Employ F. Benefits	\$

Category B. Travel & Training

Pupil Trans	\$
Tuition	\$
Travel	\$

Category C. Equipment

	\$
--	----

Category D. Supplies

Instru Supplies (may incl. DARE)	\$
Admin Supplies	\$
Textbooks	\$
Other Supplies (may incl. DARE)	\$

Category E. Consulting & Contractual

In-service	\$
Pupil Services	\$
Field Trips	\$
Parent Activities	\$
Pro/Tech Support	\$
O. Purch. Services	\$

Category F. Facilities

Rented Space	\$ 5010.
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Category G. Other

	\$
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TOTAL FOR OBJECTIVE	\$5010.
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See Appendix I for budget category definitions.

Description of Activities

Peer Leadership students and staff attend trainings and retreats at sites such as Camp Hemlocks, Green Chimney annually to develop bonding as they are trained in the multiple skills needed to promote and model resiliency skills, and community service activities.

Mediation Center students and staff are trained each year to assist with the Zero Tolerance practice at the middle school for violence.

K-12 students and their teachers attend outdoor challenge courses at Great Hollow Wilderness school or EDCUNN as part of character education initiatives in their schools.

PROJECT BUDGET ITEMIZATION

Enforcement _____ Education _____ Crime Prevention (entitlement cities only) x

Applicant: CITY of DANBURY

Project Title: CRIME PREVENTION PROGRAM

A. Personnel	Annual Salary	% of time
<p>Overtime costs for personnel assigned to the Community Services Division to conduct substance abuse and crime prevention programs. This is to include neighborhood watch, tenant meetings and others. Other programs include Safet Day presentations at the PAL facility and Danbury Fair Mall. Programs will be presented at the request of the community.</p>		
Salaries Total		\$6,604
Fringe Benefits (Calculated at _____%)		
NONE (covered by City of Danbury)	Fringe Benefits Total	0
Personnel Total		
<p>B. Travel & Training</p> <p>Participation at the National Crime Prevention Training Conference. Registration, Housing, Meals. Also regional and local crime prevention seminars.</p>		
Travel & Training Total		\$4,000.00
<p>C. Equipment (Description, Quantity & Unit Price)</p> <p>See Attachment "A"</p>		
Equipment Total		\$1,600.00

PROJECT BUDGET ITEMIZATION

Enforcement _____ Education _____ Crime Prevention (entitlement cities only) x

Applicant: City of Danbury

Project Title: Crime Prevention Program

D. Supplies See Attachment "B"	
Supplies Total	\$1,600.00
E. Consulting & Contractual See Attachment "C"	
Consulting & Contractual Total	\$28,500.00
F. Facilities	
Facilities Total	0
G. Other See Attachment "D"	
Other Total	\$4,800.00

Enforcement Funds Requested: _____ % of Total: _____

Education Funds Requested: _____ % of Total: _____

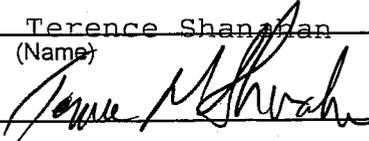
Crime Prevention Funds Requested: 10 % of Total: \$47,104

(Entitlement cities only)

TOTAL PROJECT COST: _____

Prepared by: Terence Shanahan Title: Lieutenant Phone: 203-797-4577

(Name)

Signature:  Date: 9/22/99

INSTRUCTIONS ON NEXT PAGE

Attachment A

Printers for CSD commander and community affairs officer. Vertical files and a projection screen with tripod for CSD community presentations

Total Attachment A

\$1,600.00

Attachment B

Purchase of Substance Abuse brochures and hand out materials	300.00
Printing of local brochures	300.00
Office supplies (including paper, file folders printer ink, printed forms and normal office supplies not listed)	424.00
Service fees for numeric beepers for CSD staff use, 1 year.	576.00
<i>Total Attachment B</i>	<i>1,600.00</i>

Attachment C

Continued funding of the Good friend Program with the addition of parenting classes throughout the community	6,000.00
Funding for the Hispanic Center of Danbury substance abuse prevention program	6,000.00
Continued funding for the "Stand Together--Make A Difference" substance abuse	3,000.00
Funding for Danbury Youth Services substance abuse prevention programs.	5,000.00
Funding for the Danbury P.A.L. Program	5,000.00
Funding for the Exchange Club of Danbury Programs	3,500.00
Total Attachment C	\$28,500.00

Attachment D

Continued funding for annual Substance Abuse Prevention Fair and other city-wide events. Funding to cover costs of tent rental, displays, handout items, promotional items, food for volunteers and associated costs.

3,300.00

Funding for Neighborhood Watch signs and promotional and educational materials; development of slides and overheads explaining the program and related activities. Including city-wide participation in the National Night Out (against crime) program.

1,500.00

Total Attachment D

4,800.00



3

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

OFFICE OF THE TAX COLLECTOR
(203) 797-4541
FAX: (203) 796-1547

CATHERINE A. SKURAT, C.C.M.C.
TAX COLLECTOR

M E M O R A N D U M

DATE: September 7, 1999
TO: Honorable Gene F. Eriquez
Common Counsel Members
FROM: Catherine A. Skurat, Tax Collector
RE: Beaver street Apartments Cooperative, Inc.
Abatement from the State of Connecticut
CC: Eric L. Gottschalk, Corporation Counsel
Dominic A. Setaro, Jr., Director of Finance

Attached please find a resolution for your approval for the Beaver Street Apartments Cooperative, Inc. This is project number 017-44083, and the abatement will be in the amount not to exceed \$31,500.00. This abatement however is subject to State approval of funds for fiscal year 1998-1999.

Upon approval of this resolution, I will need the Mayor's signature on the application for reimbursement. I will keep the original application on file in my office until the resolution has been accepted.

Thank you for your attention to this matter, and if I can be of any further assistance, please do not hesitate to contact me.


Catherine A. Skurat, CCMC



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, it is desirable and in the public interest that the City of Danbury abate taxes under §8-215 of the Connecticut General Statutes, as amended, on the property owned by Beaver Street Apartments, Inc. located at Beaver Street and Rose Street in Danbury, known as Beaver Street Apartments; and

WHEREAS, the City of Danbury has approved abatement of up to 100% of the real property taxes on the subject property by resolution of the Common Council of the City of Danbury, adopted on October 3, 1973, and has executed a Tax Abatement Assistance Agreement with the State of Connecticut on September 30, 1973; and

WHEREAS, it is necessary to modify the aforesaid Tax Abatement Agreement with the State of Connecticut to reflect a revised tax assessment on the subject property of \$2,257,000; and

WHEREAS, it has been determined that the amount of taxes to be abated on the subject property is not to exceed \$31,500 for the Grand List of October 1, 1998.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY:

1. That the City of Danbury hereby abates up to one hundred percent of the ad valorem taxes applicable to the property described above for a period of not more than forty (40) consecutive years;

2. That the Mayor of the City of Danbury is hereby authorized, directed and empowered in the name of and on behalf of the City of Danbury to execute the Tax Abatement Contract described above and to execute any amendments, revisions and rescissions of said contract in the name of and on behalf of the City of Danbury.

3. That the real property taxes abated on the subject property are not to exceed \$31,500 for the Grand List of October 1, 1998;

4. That the Tax Collector of the City of Danbury is hereby directed and empowered to list the total amount of the said lawful abatement into the Rate Book and other records and files, together with the name of the owner against whom such tax so abated was levied and the reason for such abatement, and the Tax Collector is further directed to record these facts in her Annual Report in accordance with the provisions of §12-167 of the Connecticut General Statutes as amended;

5. That the Tax Collector of the City of Danbury is also directed to immediately file a certified statement as evidence of said abatement with the Commissioner of the Department of Housing;

6. That the Tax Collector of the City of Danbury is also directed to refund all tax payments received from Beaver Street Apartments, Inc. or its representatives in connection herewith to the extent that said funds are reimburseable by the State of Connecticut through its Department of Economic and Community Development.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

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2. That the Mayor of the City of Danbury is hereby authorized, directed and empowered in the name of and on behalf of the City of Danbury to execute the Tax Abatement Contract described above and to execute any amendments, revisions and rescissions of said contract in the name of and on behalf of the City of Danbury.
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5. That the Tax Collector of the City of Danbury is also directed to immediately file a certified statement as evidence of said abatement with the Commissioner of the Department of Housing;
6. That the Tax Collector of the City of Danbury is also directed to refund all tax payments received from Beaver Street Apartments, Inc. or its representatives in connection herewith to the extent that said funds are reimburseable by the State of Connecticut through its Department of Economic and Community Development.



4

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

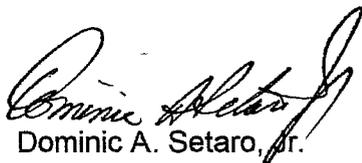
M E M O R A N D U M

DATE: September 9, 1999
TO: Hon Gene F. Eriquez,
via the Common Council
FROM: Dominic A. Setaro, Jr.
RE: Resolution – Early Reading Grant
CC: K. G. Redenz, N. C. Buzerak, and E. McDonough

Attached for your review is a resolution to allow the City of Danbury's Public Library to accept funding from the Danbury Public Schools for an Early Reading Grant. This two-year grant is in the amount of \$30,000 for the year 1999-2000 and \$35,000 for the year 2000-20001. No local cash match is required.

A copy of the paperwork received by this office is attached for your review.

The Common Council is requested to consider this resolution at its next meeting.


Dominic A. Setaro, Jr.

Attach.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Danbury Public Library and the Danbury Public Schools are desirous of continuing a joint effort to provide after school and summer reading activities and services for grades K through 5, in the Danbury elementary schools, under the Early Reading Success Grant; and

WHEREAS, the Danbury Public Schools expect to receive a grant from the State Department of Education for the purposes of this program; and

WHEREAS, the Danbury Public Library, as subgrantee, intends to use these funds through June 30, 2001 to establish and maintain a program of reading and activities to benefit these children; and

WHEREAS, the funding to be provided to the Library is not to exceed \$30,000 in 1999-2000 and not to exceed \$35,000 in 2000-2001, with no other match required;

NOW, THEREFORE, BE IT RESOLVED THAT the Danbury Public Library and the Danbury Public Schools be and hereby are authorized to enter into an agreement formalizing the after school and summer reading program, and that Mayor Gene F. Eriquez is authorized to execute such document(s) on behalf of the City of Danbury and take such other actions as are required to effectuate the purposes hereof.

August 24, 1998

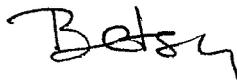
Dear Honorable Council Members,

Danbury Public Library respectfully requests your support for the attached resolution. The resolution calls for the authorization for the library to be a subgrantee in a grant being applied for by the Danbury Public Schools. This Early Reading Success Grant is funded by the Connecticut State Department of Education. As a subgrantee, the Danbury Public Library would receive up to \$30,000 in 1999-2000 and up to \$35,000 in 2000-2001.

The purpose of this grant is to work cooperatively with school personnel to design and provide a series of programs for children, Kindergarten through 5th grade, and their families to encourage reading and visits to the library.

Thank you for your consideration.

Sincerely,



Elizabeth McDonough
Library Director

cc: Mayor Gene F. Eriquez
City Clerk

AGREEMENT
Between
Danbury Public Schools and Danbury Public Library ("Subgrantee")

WHEREAS, the Danbury Public Schools (DPS) and the subgrantee wish to enter into an Agreement to provide after school and summer reading activities and services for K through grade 5, Danbury elementary schools, under the Early Reading Success Grant.

NOW, THEREFORE, the parties agree as follows:

1. TERMS AND LIMITATIONS.

The term of the Agreement shall commence on the last date entered below and terminate on 6/30/01. It is understood by the parties that, in order to fund the after-school and summer reading activities, DPS will receive funds from the Connecticut State Department of Education. If any necessary funds are not made available to DPS, the DPS and/or the Subgrantee have the right to terminate this Agreement by giving written notice that the necessary funds are not available. In such event, DPS will not be obligated to make any payments to any members of the Subgrantee staff or the Subgrantee or families receiving services for any amount exceeding the available funds and no claims will be brought against DPS due to the absence of such funding.

2. BUDGET.

DPS will provide funding in an amount not to exceed \$30,000 for 1999-2000 and not to exceed \$35,000 for 2000-2001 attached as "Exhibit A" for the provision of the services hereunder.

3. DESCRIPTION OF SERVICES.

See attached "Exhibit B".

4. REPORTING REQUIREMENTS.

No reporting requirements need to be submitted by the subgrantee.

DPS may withhold payments if the Subgrantee fails to reasonable comply with any of the conditions of this Agreement, in whole or in part. This Agreement may be modified or amended by written agreement by both parties.

DATE: _____

DATE: _____

Signed: _____
DPS

Signed: _____
Subgrantee

Name: _____

Name: _____

**EARLY READING GRANT 1999-2000
DANBURY, CT.**

**SCHOOL AND PUBLIC LIBRARY PARTNERSHIPS TO IMPROVE PRE-READING
AND READING SKILLS GRADES K-5**

Goal 1 Increase School Children's Participation in the Danbury Library Summer Reading Program by expanding school/library partnerships from 3 elementary schools to 6.

Activities:

1. Joint planning of the Summer Reading Program by school and public library staff.
2. Hold outreach Summer Reading programs at 6 elementary schools. Activities will include participation in the Summer Reading program, checking out books and reading stories to children.
3. Provide transportation from the 6 participating schools to the Summer Reading Program at the Danbury Library once during the summer.
4. Continue to print summer reading program brochures in Spanish and Portuguese.

Evaluating Success:

1. At least 20 children register for the outreach Summer Reading program at each of the six schools.
2. At least 40 children register for the Summer Reading program at each of the six schools

Goal 2 To retain and increase student use of the Danbury Public Library from the 3 schools we partnered with in 1998-99: Roberts Avenue, South Street and Hayestown Avenue.

Activities:

1. Initiate printing copies of Danbury Public Library's monthly calendar to give to each student each month, highlighting children's activities, resources and services
2. Media specialists distribute the calendars and highlight activities to students and encourage participation.
3. Translate into Spanish and Portuguese children's information in the calendar.
4. Target students in these 3 schools to return to the Danbury Library in September for an evening program with parents.
5. Provide the funds for bus transportation to DPL from the 3 schools twice during the school year.
6. Meet with a group of interested teachers to discuss what DPL can do for them and their students.

Evaluating Success:

1. Calendars are distributed and discussed each month by media specialists and students.
2. At least 20% of the student population in each of the three schools attends the September program at the Danbury Library.
3. At least 2 teachers from each school brings their class to DPL or develops a cooperative grant with DPL to benefit their students.

Goal 3 To increase student use of the Danbury Public Library by partnering with 3 new elementary schools in 1999-2000: Park Avenue, Morris Street and Pembroke Avenue.

Activities:

1. Invite students to participate in the November Children's Book Sale by receiving a coupon for a free book and the school providing free bus transportation to the library one evening.
2. Encourage students to visit the library by inviting them to contribute artwork to decorate the library during November.
3. Provide a follow-up program for students and families in March to encourage continued use of the library and greater familiarity with resources and staff.

Evaluating Success:

1. 20 % of the student population in each of the three schools redeems their coupon for a free book.
2. At least 3 art classes from each school participate in decorating the library
3. 25% of the student population in each of the three schools attends the family program in March.

YEAR 2000-2001

Goal 1 Increase School Children's Participation in the Danbury Library Summer Reading Program by expanding school/library partnerships from 6 elementary schools to 9.

Goal 2 To retain and increase student use of the Danbury Public Library from the 6 schools we partnered with in 1998-00: Roberts Avenue, South Street, Hayestown Avenue, Park Ave., Morris St., and Pembroke.

Goal 3 To increase student use of the Danbury Public Library by partnering with 3 new elementary schools in 2000-2001.

EARLY READING GRANT 1999-2001

3 ORIGINAL SCHOOLS	Budget	Grant
Item		
10 months of calendars	3000	4000
translating calendars	660	660
Calendar Posters	600	
Family Day program	700	
Family Day craft	200	200
Family Day posters	110	110
buses for 2 visits from 3 schools	320	320
Total	5590	5290
CHILDRENS BOOKSALE		
Item		
Booksale decorations	300	
Program(s) K-5	600	
Craft activity	200	
3 Buses	160	160
Print coupons		
Print Posters	220	
Kids music etc	300	
Ad in News Times	200	
Total	1980	160
3 MARCH EVENING PROGRAMS		
Item		
Planning Subs	\$0	\$0
Flyer/Poster/Coupon design	\$2,100	\$2,100
Printing flyers/posters/coupon	\$1,100	\$1,100
Translating flyer/coupon	\$55	\$55
Bus Transportation	\$161	\$161
Refreshments	\$250	\$250
Program--Brothers Grinn	\$1,000	\$1,000
Program--Jam Sandwich	\$900	\$900
Tour in Portuguese	\$150	\$150
Handouts/Bumper Sticker	\$475	\$475
Costumed Characters	\$40	\$40
Posting of student library visits/June art supplies	\$300	\$300
Film for 500 photos	\$500	\$500
500 Book Giveaways	\$1,600	\$1,600
Parent Incentive/Pizza	\$1,000	\$1,000
Purchase library books	\$2,000	\$2,000
Total	\$11,631	\$11,631
Activity--SUMMER READING PROGRAM JUNE 2000		
	Cost	
Translate Summer Reading Programs	\$50	\$50
Printing 8000 Summer Reading Programs in English/Span & Port	\$6,054	\$6,054
DPL PT Child Programmer 3 times a week for 2 hours for 8 weeks	\$633	\$633
3 School medias at school once a week for 3 hours for 6 weeks	\$1,350	\$1,350
Bus from 3 schools to DPL once during summer reading program	\$159	\$159

EARLY READING GRANT 1999-2001

Reading Club supplies	\$1,551	\$1,551
Crafts supplies	\$400	\$400
Room Decorations	\$500	\$500
Purchase of circulating books, CDs, magazines etc.	\$2,000	\$2,000
Total	\$12,697	\$12,697
GRANT TOTAL 1999-2000		\$29,778
BUDGET FOR 2000-2001 NOT TO EXCEED \$35,000		



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Danbury Public Library and the Danbury Public Schools are desirous of continuing a joint effort to provide after school and summer reading activities and services for grades K through 5, in the Danbury elementary schools, under the Early Reading Success Grant; and

WHEREAS, the Danbury Public Schools expect to receive a grant from the State Department of Education for the purposes of this program; and

WHEREAS, the Danbury Public Library, as subgrantee, intends to use these funds through June 30, 2001 to establish and maintain a program of reading and activities to benefit these children; and

WHEREAS, the funding to be provided to the Library is not to exceed \$30,000 in 1999-2000 and not to exceed \$35,000 in 2000-2001, with no other match required;

NOW, THEREFORE, BE IT RESOLVED THAT the Danbury Public Library and the Danbury Public Schools be and hereby are authorized to enter into an agreement formalizing the after school and summer reading program, and that Mayor Gene F. Eriquez is authorized to execute such document(s) on behalf of the City of Danbury and take such other actions as are required to effectuate the purposes hereof.



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
(203) 797-4641
FAX (203) 796-1586

PATRICIA A. ELLSWORTH, P.E.
ACTING CITY ENGINEER

September 29, 1999

✓ Gene F. Eriquez, Mayor
✓ Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Eriquez and Common Council Members:

Storm Drainage Easement
Ford Avenue

Enclosed please find copies of the map and legal description prepared by our office for the above noted location. This easement is required for the City to correct the drainage problem which exists in Ford Avenue. At the November 5, 1998 Common Council meeting, the City was authorized to spend up to \$10,000 to correct this drainage problem.

I, therefore, request that the Common Council authorize the Corporation Counsel to take whatever steps are necessary to acquire said easement.

If you have any questions, please give me a call.

Very truly yours,

Patricia A. Ellsworth, P.E.
Acting City Engineer

Encl.

C: William Buckley, Jr., P.E.
Frank Cavagna
Laszlo Pinter, Esq.





RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, on November 5, 1998, the Common Council authorized an expenditure to alleviate certain drainage problems on Ford Avenue in Danbury; and

WHEREAS, it is necessary and in the best interests of the City of Danbury to acquire interests in and to real property as hereinafter set forth in order to proceed with the work as authorized; and

WHEREAS, eminent domain proceedings will be necessary if the City of Danbury is unable to acquire such interests through negotiations; and

WHEREAS, said properties are as set forth in the exhibit attached;

NOW, THEREFORE, BE IT RESOLVED THAT the Corporation Counsel of the City of Danbury is hereby authorized to acquire said property interests as set forth in the exhibit attached hereto and made a part hereof by April 5, 2000, through negotiation or by eminent domain through the institution of suit against the interested property owner or owners and the holders of mortgages or other encumbrances affecting the properties, if any.

STORM DRAINAGE EASEMENT
OAKLAND GLEN LLC A.K.A. FORD AVENUE

Those two pieces or parcels of land being shown as PARCEL "A" containing 4,283 square feet, more or less, and as PARCEL "B" containing 1,522 square feet, more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut and described as follows:

PARCEL "A"

Commencing at a point on the southerly street line of Ford Avenue which point is 202.27 feet, more or less, from the southwesterly corner of the intersection of Tamarack Avenue and Ford Avenue, said point also being the southeasterly corner of land herein described, thence running westerly along the southerly street line of Ford Avenue S. 72° 14' 20" W. a distance of 28.90 feet to a point, thence running westerly through the land of the Grantor N. 63° 58' 13" W. a distance of 19.72 to a point, thence S. 80° 57' 38" W. a distance of 107.81 feet to a point, thence S. 72° 14' 20" W. a distance of 41.62 feet to a point, thence S. 63° 26' 04" W. a distance of 26.74 feet to a point, thence continuing northerly through the land of the Grantor N. 17° 45' 40" W. a distance of 20.24 feet to a point, thence continuing easterly through the land of the Grantor N. 63° 26' 04" E. a distance of 25.19 feet to a point on the northerly street line of Ford Avenue, thence running along the northerly street line of Ford Avenue N. 72° 14' 20" E. a distance of 44.67 feet to a point, thence continuing easterly through the land of the Grantor N. 80° 57' 38" E. a distance of 115.65 feet to a point, thence S. 63° 58' 13" E. a distance of 46.91 feet to the point or place of beginning.

Bounded:

Northerly : By land now or formerly of Michael L. Beardsley and Christine F. Beardsley and by other land of the Grantor a.k.a. Ford Avenue, each in part.

Easterly : By other land of the Grantor a.k.a. Ford Avenue.

Southerly : By land now or formerly of Jean M. and Pauline J. Remond and by other land of the Grantor a.k.a. Ford Avenue, each in part.

Westerly : By Parcel "B"

PARCEL "B"

Commencing at a point on the southeasterly corner of land herein described, said point also being the southwesterly corner of Parcel "A", thence running westerly through the land of the Grantor S. 63° 26' 04" W. a distance of 74.56 feet to a point on the centerline of Padanaram Brook, thence continuing northerly along the centerline of Padanaram Brook N. 26° 33' 56" W. a distance of 20.00 feet to a point on the middle of Padanaram Brook, thence continuing easterly through the land of the Grantor N. 63° 26' 04" E. a distance of 77.66 feet to the northwesterly corner of Parcel "A", thence running southerly along the westerly boundary of Parcel "A" S. 17° 45' 40" E. a distance of 20.24 feet to the point or place of beginning.

Bounded:

Northerly : By other land of the Grantor a.k.a. Ford Avenue.

Easterly : By Parcel " A"

Southerly

& : By other land of the Grantor a.k.a. Ford Avenue.

Westerly

For a more particular description reference is made to a map entitled " Map Showing Proposed Drainage Easement Through The Property of Oakland Glen LLC a.k.a. Ford Avenue To Be Acquired By The City of Danbury Scale 1" = 20' September 9, 1999 " certified substantially correct by Irene H. Despojado, P.E. & R.L.S. # 12050 and which map is to be filed in the office of the Danbury Land Records.

STORM DRAINAGE EASEMENT
OAKLAND GLEN LLC A.K.A. FORD AVENUE

Those two pieces or parcels of land being shown as PARCEL "A" containing 4,283 square feet, more or less, and as PARCEL "B" containing 1,522 square feet, more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut and described as follows:

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Bounded:

Northerly : By land now or formerly of Michael L. Beardsley and Christine F. Beardsley and by other land of the Grantor a.k.a. Ford Avenue, each in part.

Easterly : By other land of the Grantor a.k.a. Ford Avenue.

Southerly : By land now or formerly of Jean M. and Pauline J. Remond and by other land of the Grantor a.k.a. Ford Avenue, each in part.

Westerly : By Parcel "B"

PARCEL "B"

Commencing at a point on the southeasterly corner of land herein described, said point also being the southwesterly corner of Parcel "A", thence running westerly through the land of the Grantor S. 63° 26' 04" W. a distance of 74.56 feet to a point on the centerline of Padanaram Brook, thence continuing northerly along the centerline of Padanaram Brook N. 26° 33' 56" W. a distance of 20.00 feet to a point on the middle of Padanaram Brook, thence continuing easterly through the land of the Grantor N. 63° 26' 04" E. a distance of 77.66 feet to the northwesterly corner of Parcel "A", thence running southerly along the westerly boundary of Parcel "A" S. 17° 45' 40" E. a distance of 20.24 feet to the point or place of beginning.

Bounded:

Northerly : By other land of the Grantor a.k.a. Ford Avenue.

Easterly : By Parcel " A"

Southerly

& : By other land of the Grantor a.k.a. Ford Avenue.

Westerly

For a more particular description reference is made to a map entitled " Map Showing Proposed Drainage Easement Through The Property of Oakland Glen LLC a.k.a. Ford Avenue To Be Acquired By The City of Danbury Scale 1" = 20' September 9, 1999 " certified substantially correct by Ireneo H. Despojado, P.E. & R.L.S. # 12050 and which map is to be filed in the office of the Danbury Land Records.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, on November 5, 1998, the Common Council authorized an expenditure to alleviate certain drainage problems on Ford Avenue in Danbury; and

WHEREAS, it is necessary and in the best interests of the City of Danbury to acquire interests in and to real property as hereinafter set forth in order to proceed with the work as authorized; and

WHEREAS, eminent domain proceedings will be necessary if the City of Danbury is unable to acquire such interests through negotiations; and

WHEREAS, said properties are as set forth in the exhibit attached;

NOW, THEREFORE, BE IT RESOLVED THAT the Corporation Counsel of the City of Danbury is hereby authorized to acquire said property interests as set forth in the exhibit attached hereto and made a part hereof by April 5, 2000, through negotiation or by eminent domain through the institution of suit against the interested property owner or owners and the holders of mortgages or other encumbrances affecting the properties, if any.



6

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT

(203) 797-4641

FAX (203) 796-1586

PATRICIA A. ELLSWORTH, P.E.

ACTING CITY ENGINEER

September 13, 1999

Gene F. Eriquez, Mayor
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Eriquez and Common Council Members:

Replacement of Thorpe Street Extension Bridge
City of Danbury / Purcell Associates First Supplemental Agreement
City Project No. 93-29 State Project No. 34-270

Our department and Close, Jensen and Miller (the State's consulting engineering firm) have successfully negotiated an additional work scope with Purcell Associates, the City's consulting engineer on the above noted bridge. The additional work is relative to the design of a sanitary sewer pumping station to be constructed adjacent to the bridge which pumping station will eliminate the existing sanitary sewer pipe which spans the bridge just above the water level and acts as a debris catcher.

Subsequently, the State of Connecticut Department of Transportation prepared a First Supplemental Agreement to cover this additional design work. Enclosed please find a copy of the September 9, 1999 letter from William R. Stark, Transportation Principal Engineer and a copy of the proposed supplemental agreement.

It is hereby requested that the Common Council authorize Mayor Gene F. Eriquez to sign this First Supplemental Agreement. A Resolution is being prepared by the Corporation Counsel's office and will be forwarded to you under separate cover.

If you have any questions, please feel free to give me a call.

Very truly yours,

Patricia A. Ellsworth, P.E.

Acting City Engineer

Encl.

C: William Buckley, Jr., P.E., with encl.
Eric L. Gottschalk, Esq., with encl.
Dominic Setaro, Jr., with encl.

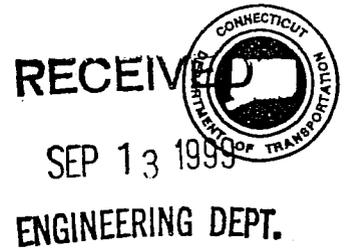




STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone:



September 9, 1999

Ms. Patricia A. Ellsworth, P.E.
Acting City Engineer
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Ms. Ellsworth:

Subject: Federal Local Bridge Program
State Project No. 34-270 in Danbury
Replacement of Thorpe Street Extension Bridge No. 05097
Approval of Supplemental Work Scope

The Department has reviewed your request for approval of the supplemental work scope and fee proposal, as revised on August 27, 1999 by your consultant, Purcell Associates. The supplemental work scope consists of revisions to the construction plans, specifications and cost estimate as well as to one property map to incorporate revisions to the design of the sanitary sewer pump station, including re-orientation of its layout.

The Department hereby approves this supplemental work scope and the negotiated lump sum fee of \$14,565.00 inclusive of associated direct costs for the subject project. A draft supplemental agreement is enclosed for your use. Please submit four (4) complete copies of the fully executed supplemental agreement to Close, Jensen and Miller.

If you have any questions concerning this matter, please call Mr. Joseph C. Cancelliere at (860) 594-3208.

Very truly yours,

William R. Stark
Transportation Principal Engineer
Bureau of Engineering and
Highway Operations

Enclosure

cc: Mr. Sudhir A. Shah, P.E. - Purcell Associates

**FIRST SUPPLEMENTAL AGREEMENT
BETWEEN
THE CITY OF DANBURY
AND
PURCELL ASSOCIATES
FOR
CONSULTANT ENGINEERING SERVICES
FOR
THE DESIGN OF
THE REPLACEMENT OF THE
THORPE STREET EXTENSION BRIDGE (BRIDGE NO. 05097)**

State Project No. 34-270

Federal Project No. BRZ-6034(1)

This First Supplemental Agreement contains () pages including attachments.

THIS FIRST SUPPLEMENTAL AGREEMENT, concluded at _____, Connecticut, this _____ day of _____ 1999, by and between the City of Danbury, acting herein by Gene F. Eriquez, Its Mayor, duly authorized, hereinafter referred to as the Municipality, and Purcell Associates, acting herein by Walter E. Ivers, Jr., P.E., Its President, duly authorized, with an office and place of business at 90 National Drive in the Town of Glastonbury, County of Hartford, and the State of Connecticut, duly authorized to practice professional engineering in Connecticut under the provisions of Section 20-306a of the General Statutes of Connecticut, as revised, hereinafter referred to as the Consulting Engineer.

WITNESSETH, THAT,

WHEREAS, the Municipality has entered into an Agreement dated February 9, 1995, as amended by a First Supplemental Agreement dated January 16, 1996, with the State of Connecticut, Department of Transportation, Bureau of Engineering and Highway Operations, hereinafter referred to as the "State," to participate in the Federal Local Bridge Program as authorized by the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); and

WHEREAS, the Consulting Engineer has entered into an Agreement dated February 3, 1995, with the Municipality, to perform certain professional design services for the design of the Replacement of the Thorpe Street Extension Bridge, hereinafter referred to as the "Original Agreement" and

WHEREAS, certain additional work not covered in the Original Agreement has become necessary as explained in a letter from the Consulting Engineer to the Municipality dated June 10, 1999 a copy of which is attached hereto and hereby made a part of this First Supplemental Agreement; and

WHEREAS, a revised fee proposal was submitted by the Consulting Engineer to the Municipality dated August 27, 1999, a copy of which is attached hereto and hereby made a part of this First Supplemental Agreement; and

WHEREAS, the Municipality has determined that because of Municipal manpower requirements, expertise, completion dates and other factors concerning the Project, retention of engineering consultants for additional design services is warranted; and

WHEREAS, said additional work was approved by the State of Connecticut Department of Transportation in a letter to the Municipality dated September 9, 1999, a copy of which is attached hereto and hereby made a part of this First Supplemental Agreement; and

WHEREAS, the parties hereto desire to revise Schedules A, B, and E of the Original Agreement to incorporate said approved additional work.

NOW, THEREFORE, KNOW YE THAT:

THE MUNICIPALITY AND THE CONSULTING ENGINEER DO MUTUALLY AGREE AS FOLLOWS:

- 1) That Schedule A of the Original Agreement is supplemented by the addition of the following item of work:

5. Supplemental Work Scope No. 1

The Consultant shall perform the additional services required relating to the revised design of the sanitary sewer pump station, including the revisions to one property map, as described in Schedule A-1 attached hereto.

- 2) That Schedule B of the Original Agreement is supplemented by the addition of the following payment item:

5. Supplemental Work Scope No. 1

The lump sum fee payment to the Consultant for work specified in Article 2 and more specifically described in Schedule A, Paragraph 5 shall be \$14,565.

- 3) That Schedule E attached to the Original Agreement is hereby deleted in its entirety and replaced by a revised Schedule E, a copy of which is attached hereto and made a part hereof.

- 4) That all other terms, provisions and conditions of the Original Agreement not specifically amended, modified or deleted herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

WITNESSES:

CITY OF DANBURY

Name: _____ By: _____ (Seal)
Gene F. Enriquez
Mayor

Name: _____ Date: _____

WITNESSES:

PURCELL ASSOCIATES

Name: _____ By: _____ (Seal)
Walter E. Ivers, Jr., P.E.
President

Name: _____ Date: _____

CONNECTICUT CORPORATE ENGINEERING
PRACTICE – CERTIFICATE OF
AUTHORIZATION NO.

PURCELL ASSOCIATES

June 10, 1999

Mrs. Patricia C. Ellsworth, P.E.
 Asst. City Engineer
 City of Danbury
 155 Deer Hill Avenue
 Danbury, CT 08810

Post-it® Fax Note	7671	Date	6/10/99	# of pages	5
To	BOB TURNER	From	LORIN PIPPIN		
Co./Dept.	CJM	Co.	Purcell		
Phone #	5639375	Phone #	6338341		
Fax #	7211202	Fax #	6331062		

Dear Mrs. Ellsworth:

**Re: Federal Local Bridge Program
 State Project 34-270
 Replacement of Thorpe Street
 Extension Bridge**

In accordance with the City's request, we are submitting herewith for your review and approval, our fee proposal for the extra work on the referenced project.

We appreciate the opportunity to provide these additional services to the City on this project and look forward to discussing our proposal with you in the near future.

If you have any questions regarding this submittal, please contact us at your convenience.

Very truly yours,

PURCELL ASSOCIATES

Sudhir A. Shah / lep

Sudhir A. Shah, P.E.
 Vice President

Enclosure

SAS/lep
 (95-155)

cc: Mr. Robert Turner, CJM

CONSULTING ENGINEERS

90 National Drive • Glastonbury, CT 06033 • 860-633-8341 • Fax 860-633-1068

JUN 18 05 01:11PM PORCELL ASSOCIATES P.2

**Replacement of Thorpe St. Ext. Bridge over Kohanza Brook
Danbury
State Project No. 34-270
Scope of Extra Work**

I. Sanitary Pump Station

- A. The original scope of work, incidental to the structure replacement, included the relocation of the existing sanitary sewer and the installation of a new prepackaged buried pump station having a maximum construction cost budget of \$100,000. In compliance with the City's requirements, the scope of work increased, including and the addition of a building structure to house pump station controls and washing facilities. This required additional time in design and preparation of contract documents. The present estimated construction cost for the facility is over \$200,000.**
- B. Revise the current design, including orientation of the wet well, building and piping profiles and details to minimize impacts on the T&M Holding, LLC property (Operation of loading dock).**

II. Property Takes – T&M Holding, LLC

- A. Revise contract documents, including plans, specifications and cost estimate.**
- B. Revise property map in accordance with T&M's requirements. See attached layout and correspondence.**
- C. Prior meetings and coordination with the City and Property Owner.**

III. Watermain

- A. Prepare details and specifications for the relocation of the watermain. The current scope of work includes the pump station and updating the original design documents. The original design did not include provisions for the watermain work.**

CITY OF DANBURY
 Thorpe St. Ext. over Kohanza Brook
 Bridge No. 05097
 Federal Local Bridge Program

CDOT Project No.: 34-270
 PA Project No.: 95-155
 Rev 8/27/99 Date: 07/26/99
 By: LEP

Extra Work

TASK - DESCRIPTION	CLASSIFICATION							Totals
		Project Manager	Project Engineer	Senior Engineer	Engineer	CADD Operator	Clerical	
I. Sanitary Pump Station								
A. Design, Drawings and Specifications		2	10	10	25	20	2	69
B. Revise Design per T&M property		5	15	10	25	30		85
II. Property Take - T&M Holding, LLC								
A. Revise Contract Documents			2	4	16	30		52
B. Revise Property Map			2	4	4	8		18
C. Meetings and Coordination		14	4				2	20
III. Watermain								
A. Design, Details and Specifications		0	0			0	0	0
Total Man-hours		21	33	28	70	88	4	244
Hourly Rate		\$ 36.10	\$ 33.00	\$ 29.50	\$ 20.73	\$ 19.20	\$ 12.40	
Direct Salary		\$ 758.10	\$ 1,089.00	\$ 826.00	\$ 1,451.10	\$ 1,689.60	\$ 49.60	\$ 5,863.40

Total Direct \$ 5,863.40
 BFO&Profit \$ 8,501.93
 Total Fee: \$ 14,365.33
 Direct Cost: \$ 200.00
 Total Cost: \$ 14,565



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone:

September 9, 1999

Ms. Patricia A. Ellsworth, P.E.
Acting City Engineer
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Ms. Ellsworth:

Subject: Federal Local Bridge Program
State Project No. 34-270 in Danbury
Replacement of Thorpe Street Extension Bridge No. 05097
Approval of Supplemental Work Scope

The Department has reviewed your request for approval of the supplemental work scope and fee proposal, as revised on August 27, 1999 by your consultant, Purcell Associates. The supplemental work scope consists of revisions to the construction plans, specifications and cost estimate as well as to one property map to incorporate revisions to the design of the sanitary sewer pump station, including re-orientation of its layout.

The Department hereby approves this supplemental work scope and the negotiated lump sum fee of \$14,565.00 inclusive of associated direct costs for the subject project. A draft supplemental agreement is enclosed for your use. Please submit four (4) complete copies of the fully executed supplemental agreement to Close, Jensen and Miller.

If you have any questions concerning this matter, please call Mr. Joseph C. Cancelliere at (860) 594-3208.

Very truly yours,

William R. Stark
Transportation Principal Engineer
Bureau of Engineering and
Highway Operations

Enclosure

cc: Mr. Sudhir A. Shah, P.E. - Purcell Associates

SCHEDULE A-1

**Replacement of Thorpe St. Ext. Bridge over Kohanza Brook
Danbury
State Project No. 34-270
Scope of Extra Work**

- I. Sanitary Pump Station
 - A. The original scope of work, incidental to the structure replacement, included the relocation of the existing sanitary sewer and the installation of a new prepackaged buried pump station having a maximum construction cost budget of \$100,000. In compliance with the City's requirements, the scope of work increased, including and the addition of a building structure to house pump station controls and washing facilities. This required additional time in design and preparation of contract documents. The present estimated construction cost for the facility is over \$200,000.
 - B. Revise the current design, including orientation of the wet well, building and piping profiles and details to minimize impacts on the T&M Holding, LLC property (Operation of loading dock).
- II. Property Takes – T&M Holding, LLC
 - A. Revise contract documents, including plans, specifications and cost estimate.
 - B. Revise property map in accordance with T&M's requirements. See attached layout and correspondence.
 - C. Prior meetings and coordination with the City and Property Owner.
- III. Watermain
 - A. Prepare details and specifications for the relocation of the watermain. The current scope of work includes the pump station and updating the original design documents. The original design did not include provisions for the watermain work.

SCHEDULE E

MAXIMUM PAYMENT BY THE MUNICIPALITY

(Refer to Article 51)

1. **PAYMENT FOR SURVEY, PRELIMINARY ENGINEERING STUDIES, PRELIMINARY DESIGN, REGULATORY APPROVALS, FINAL DESIGN, BIDDING PHASE SERVICES, DIRECT COSTS, REVIEW OF SHOP PLANS AND CONSTRUCTION DRAWINGS, AND CONSULTATION DURING CONSTRUCTION.**

The total payment contained in Schedules B and C for the work specified under this Agreement, exclusive of Extra Work, shall not exceed NINETY-ONE THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$91,925.00).

2. **EXTRA WORK**

The total payment for Extra Work, as specified in Schedule D, shall not exceed SIX THOUSAND EIGHT HUNDRED SEVENTY DOLLARS AND NO CENTS (\$6,870.00).

3. **MAXIMUM PAYMENT BY THE MUNICIPALITY**

The total payment for the work specified under this Agreement shall not exceed NINETY-EIGHT THOUSAND SEVEN HUNDRED NINETY-FIVE DOLLARS AND NO CENTS (\$98,795.00).



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

Federal Project No. BRZ – 6034(1)
State Project No. 34-270
City Project No. 93-29

Thorpe Street Extension Bridge

That Gene F. Eriquez, Mayor of the City of Danbury, is hereby authorized to execute the FIRST SUPPLEMENTAL AGREEMENT BETWEEN THE CITY OF DANBURY AND PURCELL ASSOCIATES FOR CONSULTANT ENGINEERING SERVICES FOR THE DESIGN OF THE REPLACEMENT OF THE THORPE STREET EXTENSION BRIDGE (BRIDGE NO. 05097), together with such other documents as may be necessary for the accomplishment of the purposes thereof.



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

HEALTH AND HOUSING DEPARTMENT
155 DEER HILL AVENUE

(203) 797-4625
FAX (203) 796-1596

August 31, 1999

The Honorable Mayor Gene Eriquez and Members of the Common Council
155 Deer Hill Avenue
Danbury, Connecticut

Dear Mayor Eriquez and Members of the Common Council :

As you know, the City owned property on Rose Hill Lane (former Mallory Hat Factory) is in need of building demolition and environmental remediation so that it can be transferred for redevelopment. The Health Department is working with the Mayor's Office and the Office of the Corporation Council to find ways to expediently demolish the buildings on the property of the Mallory Hat Factory so that the health and environmental risks on this site can be remedied.

One of the options that we have identified is a low interest loan program, the "Special Contaminated Properties Remediation Insurance Fund" (SCPRIIF) which could provide the capital for building demolition on the site.

I respectfully request the authorization to make application for the SCPRIIF loan for the demolition of the buildings at the Mallory Hat Factory property. Thank you.

Respectfully Yours,

Jack Kozuchowski

Coordinator of Environmental &
Occupational Health Services



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury has acquired the property of the former Mallory Hat Factory through a tax delinquency proceeding; and

WHEREAS, the condition of the buildings has deteriorated and present structural, health, and environmental hazards to the site and the surrounding community; and

WHEREAS, the Environmental Protection Agency has deemed the condition of the asbestos and the smokestack to justify emergency removal status and will remove said asbestos and smokestack in 1999, which will allow the City to demolish the remaining structures; and

WHEREAS, the State of Connecticut Department of Economic and Community Development (DECD) offers low interest (3%) loans through "Special Contaminated Property Remediation and Insurance Fund" (SCPRIF) program for building demolition and site remediation; and

WHEREAS, the City of Danbury intends to restore this site for the purpose of transferring the property, and has determined that the demolition of the structures on the property is a necessary pre requisite for redevelopment of the site; and

WHEREAS, the City of Danbury will be structuring a "property remediation and redevelopment" plan which will involve the reimbursement to the City for its costs under this program at the time of the transfer of the property.

NOW THEREFORE BE IT RESOLVED THAT the Common Council of the City of Danbury hereby authorizes the City to make application under the SCPRIF low interest loan program for the demolition of the buildings on the property of the former Mallory Hat Factory on Rose Hill Avenue, in the amount of \$350,000.00 and authorizes the Mayor to enter into agreements with the State of Connecticut in connection therewith.



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CITY OF DANBURY
DANBURY, CONNECTICUT 06810

DEPARTMENT OF POLICE
120 MAIN STREET

ROBERT L. PAQUETTE, CHIEF
(203) 797-4614

February 14, 1999

MEMORANDUM

To: Elizabeth Crudginton, City Clerk
Members of the Common Council

From: Chief Robert L. Paquette

Subject: **Acceptance of Donation**

Permission is requested to accept the donation of a training opportunity at the Northeast Child Maltreatment Conference offered by the Danbury Multi-Interdisciplinary Team to Det. Sgt. Shaun McColgan.

The Multi-Interdisciplinary Team will pay for all costs associated with the Conference through a recently awarded grant. The estimated value of this donation will be approximately \$600.00 that includes registration fees, hotel costs, and meals.

Robert L. Paquette
Chief of Police

RLP:ks
Attach.

DANBURY POLICE DEPARTMENT

YOUTH BUREAU

INTEROFFICE MEMO

DATE: SEPTEMBER 13, 1999
TO: DET. CAPT. WESTON
CC: CHIEF PAQUETTE
CAPT. WOODS
FROM: DET. SGT. MCCOLGAN
RE: NORTHEAST CHILD MALTREATMENT CONFERENCE,
NOV. 15-17, 1999 - PROVIDENCE, RHODE ISLAND

The Danbury M.I.T. (Multi - Interdisciplinary Team) has made arrangements for training at the above conference. The M.I.T. will pay for all costs associated with the conference, through the grant recently awarded from DCF. Only M.I.T. members are eligible for this paid training, also a condition of the grant. I am a team member and am asking for department approval to attend this three-day conference. Additionally, I am an A.P.S.A.C. (American Professional Society on the Abuse of Children) member and they are one of the conference sponsors. The registration fees, hotel costs, and meals will all be paid for. I am also asking for permission to take a department vehicle and I should probably make it there and back on a tank of gas. At most there may be a small cost for gas.

I would need three days of duty leave to attend. I will also request CTL time for my travel time to and from Providence, Rhode Island (probably no more than eight hours). I estimate that it would cost the department approx. \$600.00 to send one person to this conference, if we had to pay for it ourselves. This is a great opportunity to get some excellent training that would be of great benefit to the department and myself, for FREE !!! It is

INTEROFFICE MEMO

also a great opportunity for me to do some team building interaction and networking, which is necessary for the success of this team.

There is a team meeting on Thursday, Sept. 16th, at which time I have to tell them whether or not I have permission to attend. I am hoping that the answer will be yes. I know that training funds are usually limited and we would probably not be able to afford this training from our budget. I am hoping that we can take advantage of this opportunity to obtain some excellent FREE training that is not normally available or offered by the academy, by this field of experts, due to the costs involved.

Thank you for your consideration of this request.

Respectfully,

A handwritten signature in black ink, appearing to read "S. McColgan", with a long, sweeping underline that extends to the right.

Det. Sgt. Shaun J. McColgan

Enc: 1. Dept. Training Request

2. Conference Information / Workshops / Schedule

ACCREDITATION

This activity has been planned and implemented in accordance with the Essentials and Standards of the Accreditation Council for Continuing Medical Education (ACCME) through the joint sponsorship of Tufts University School of Medicine (TUSM), APSAC, MSPCC and NRCAC. TUSM is accredited by the ACCME to provide continuing medical education for physicians.

Psychologists, Nurses, Social Workers - contact hours/CE credit pending approval.

**NORTHEAST CHILD
MALTREATMENT CONFERENCE**

**Challenging Our Response
to Child Maltreatment:
Intervention, Prevention and More**

Rhode Island Convention Center
Providence, Rhode Island

NOVEMBER 15-17, 1999

NECM CONFERENCE

NOVEMBER 15-17, 1999 • PROVIDENCE, RHODE ISLAND

Tufts University School of Medicine
Office of Continuing Education
136 Harrison Avenue
Boston, Massachusetts 02111

NON PROFIT
U.S. POSTAGE
PAID
PERMIT #1161
BOSTON, MA



Jointly/Co-Sponsored by

MSPCC

Massachusetts Society
for the Prevention of
Cruelty to Children

and

APSAC

American Professional Society
on the Abuse of Children

and

**The Northeast Regional
Children's Advocacy Center**

Supported by the
Office of Juvenile Justice
and Delinquency Prevention
to improve community
response to child abuse
through the development
of Children's
Advocacy Centers.

and

**Tufts University
School of Medicine**



EDUCATIONAL GOAL AND OBJECTIVES

The purpose of this conference is to gather professionals from child maltreatment disciplines who are involved in case management, and to have them share in new developments and approaches that challenge the way professionals currently do business. Participants will have a chance to exchange thoughts and ideas regarding newly tested methods for intervention, prevention and treatment of children and their families.

CONFERENCE THEMES

INVESTIGATION
PROSECUTION

PREVENTIVE INTERVENTION
PREVENTION EFFORTS

CHILD MALTREATMENT
AND THE MEDIA

CHILDREN'S ADVOCACY
CENTERS AND
INTERDISCIPLINARY TEAMS

CHILD MALTREATMENT:
PREVENTION AND
INTERVENTION

ORGANIZATIONS AND
COMMUNITY PARTNERSHIPS

CHILD ABUSE AND MISUSES
OF TECHNOLOGY

PHYSICAL AND MENTAL
HEALTH EVALUATIONS

CHILD ABUSE AND
DOMESTIC VIOLENCE

**ORGANIZATIONS REPRESENTED
ON THE PLANNING COMMITTEE**

- American Academy of Pediatrics*
- American Professional Society
on the Abuse of Children, (APSAC)*
- Children's Justice Act Task Forces,
Northeast States*
- Massachusetts Department
of Social Services*
- Education Development Center, Inc.,
Newton, Massachusetts*
- Hasbro Children's Hospital,
Providence, Rhode Island*
- Massachusetts Society for the
Prevention of Cruelty to Children*
- New England Medical Center,
Boston, Massachusetts*
- Northeast Regional
Children's Advocacy Center,
Philadelphia, Pennsylvania*
- Office of Suffolk County
District Attorney Ralph C. Martin II,
Boston, Massachusetts*
- Suffolk County
Children's Advocacy Center,
Boston, Massachusetts*
- Tufts Health Plan
Waltham, Massachusetts*
- Tufts University School of Medicine,
Boston, Massachusetts*

SCHEDULE AT A GLANCE

SUNDAY, NOVEMBER 14, 1999

6:00-8:00 p.m. Early Registration

DAY ONE - MONDAY, NOVEMBER 15, 1999

7:00-8:30 a.m. Registration and Continental Breakfast
 8:30-9:30 Plenary Speaker
*Howard Dean, MD,
Governor, State of Vermont*
 9:30-10:00 Break
 10:00-11:30 Workshop Session I
 11:30-12:15 p.m. Lunch
 12:15-1:15 Luncheon Speaker
*The Backlash Against
Child Sexual Abuse
Ross Cheit, PhD, JD*
 1:30-3:00 Workshop Session II
 3:00-3:30 Break
 3:30-5:00 Workshop Session III
 5:00-7:00 Reception - Rotunda Room
 at the R.I. Convention Center
Entertainment by John Stirling

DAY TWO - TUESDAY, NOVEMBER 16, 1999

7:30-8:30 a.m. Registration and Continental Breakfast
 8:30-9:30 Plenary Session
*The Child Abuse Backlash
John E.B. Myers, JD*
 9:30-10:00 Break
 10:00-11:45 Panel Discussion
*Child Abuse and the Media
Panelists: Wendy Murphy
Nancy Day*
 11:45-12:30 Lunch
 12:30-1:15 p.m. Luncheon Speaker
Richard Gelles
 1:30-3:00 Workshop Session IV
 3:00-3:30 Break
 3:30-5:00 Workshop Session V
 5:00-7:00 Reception - Rotunda Room
 at the R.I. Convention Center

DAY THREE - WEDNESDAY, NOVEMBER 17, 1999

7:30-8:30 a.m. Registration and Continental Breakfast
 8:30-9:30 Plenary Session
David Finkelhor
 9:30-11:30 Workshop Session VI
 11:30 a.m. Adjourn

CONFERENCE SCHEDULE

10:00-11:30 a.m.

Monday - Nov. 15, 1999

WORKSHOP SESSION I

* **Safeguarding the Child and the Case: Coordinating Therapeutic Services with Criminal Prosecution in a Multidisciplinary Child Abuse Team**

Robert A. Zucco, JD; Ann Marie Tucker, JD; Betty Lamb, MEd

* **Skill Building in Group Problem-Solving**

M. Christine Kenty, PhD

* **Investigation & Prosecution of the Multi-Victim Pedophile Case**

Mary A. Felasco, JD; Kerrie Stanard-Phillips; Daniel Ritchie

* **Establishing and Managing Case Tracking/Case Review Systems: A Panel Presentation**

Sara Kahn; Chris Schoomaker

Conditions Mistaken for Sexual Abuse

Hannah Pressle, RMHS, RN, CS, PNP; Lawrence Ricci, MD

Child Prostitution

Det. Joseph Canibano

Evaluation of On-Site Mental Health Treatment in Child Advocacy Centers

Maggie Dreyer, CSW-R; Stacy C. Stevens, MS

Positive Parenting: Child Abuse Prevention in the Health Care Setting

Robert D. Sege, MD, PhD; Peter Stringham, MD

An Integrated Community Response to Domestic Violence: The "A" Model

Sgt. David Clark; Deborah Parkington, BA

CONFERENCE SCHEDULE

1:30-3:00 p.m.

Monday - Nov. 15, 1999

WORKSHOP SESSION II

* **Conflict or Collaboration? Multidisciplinary Challenges in Responding to Physical Abuse**

Sarah C. Ovenden; Jackie M. Humphreys

* **Case Tracking Initiatives in Multidisciplinary Teams and Child Advocacy Centers: Progress and Process in New York State**

Christine Schoomaker

* **How Not to Help the Defense Attorney in Child Sex Abuse Cases: An Inside View for the Expert and Lay Witness**

Laurence J. Braunstein, JD

* **The Medical Evaluation in the Multidisciplinary Child Abuse Team: Intervention and Criminal Prosecution**

Jack Coyne, MD, FAAP; Robert A. Zucco, JD

Photodocumentation in Child Abuse

Lawrence Ricci, MD

A School-Based Art Therapy Program for Children of Violent Trauma in Baltimore County-Picture

Matthew Reynolds, MS; Anne Quinlan, MA, ATR

* **Collaboration: An Essential Element of Prevention**

Joan Tabachnick, MPPM; David Lovitz, MA;

Christina Kirchner, LSW

Parents Anonymous Re-visited:

The Role of Mutual Help in the Year 2000

Jeanette Atkinson

The Role of Children's Ombudsman Offices: Child Fatality Investigation as a Catalyst for System Change

Lauren D'Ambra, JD; Linda Pearce Prestley, JD

Working with Children who Witness Violence: A Multidisciplinary Approach

Betsy McAllister Groves, MSW, LICSW; Aimee M. Thompson;

Cpt. Robert P. Dunford; Officer Paul Johnston

CONFERENCE SCHEDULE

10:5:00 p.m.

Monday - Nov. 15, 1999

WORKSHOP SESSION III**Practical Aspects of the Multidisciplinary Approach to Investigations**

Det. Michael Schirling

Strategic Planning for Child Advocacy Centers: One Community's Experience

Jane Barker

How Not to Help the Defense Attorney in Child Sex Abuse Cases: An Inside View for the Expert and Lay Witness

Laurence J. Braunstein, JD

Identifying Physical Abuse: Can You Meet the Challenge?

Cindy W. Christian, MD; John Leventhal, MD

EMDR and Children: Adapting Adult Therapy Protocols to Help Traumatized Youth

David Fentress, Ed D

Traumatic Stressors and Family Resilience: Intervention Strategies

Renee Brant, MD

Empowering Non-offending Parents: A Group Model

Ann Marie Tucker, JD; Betty Lamb, MEd

Changing Headlines; Changing Lives

Joyce Strom

The Court Process in Child Abuse CasesRobert H. Kirschner, MD; Robert M. Reece, MD;
Linda Bucci, MS, JD

CONFERENCE SCHEDULE

1:30-3:00 p.m.

Tuesday - Nov. 16, 1999

WORKSHOP SESSION IV**Incorporating Cultural Diversity into the Design, Delivery and Evaluation of Intervention Services for Abused Children**

Joseph Youngblood

Planning for Success: Leveraging Planning and Evaluation Results for Better Programs, Fundraising, and Communications

Allison Fine, MPA

Strategies to Conduct Successful Suspect Interviews in Child Abuse Cases

Sgt. Byron Fassett

Addressing Child Abuse and Domestic Violence: Theory and Practice

Ann Marie Tucker, JD

Sexual Abuse Medical and Mental Health Evaluations: A Multidisciplinary ApproachAmy Tishelman, PhD; Andrea Vandeven, MD, MPH;
Jennifer Smrstik, LCSW**Cultural Considerations in Interviewing Children about Child Abuse**

Lisa Aronson Fontes, PhD

The Play Partnership: Mentoring Healthy Recovery in Abused Children

Sheri P. Katz, PhD; Sandra L. Lawson, RN, MEd

Peace: A Learned Solution (PALS) Project: Intense Intervention Services for Child Witnesses to Domestic Violence

Linda Jeffrey, PhD; John Frisone, PhD; Kathleen A. Owens

Prosecutors' Response to Cases Involving Co-Occurring Domestic Violence and Child Maltreatment

Debra Whitcomb

CONFERENCE SCHEDULE

3:30-5:00 p.m.

Tuesday - Nov. 16, 1999

WORKSHOP SESSION V

Multidisciplinary Collaboration

Charles Wilson, MSSW

Litmus Test or Magic Lasso?

Use of the Polygraph Test in Child Abuse Cases

Theodore Cross, PhD

Patterns of Parenting Dysfunction

in Child Protective Cases

Kerry M. Drach, PsyD; Carol Lynn Kabaroff, PsyD; Diane Loranger, MS

Neglect: Toward a New Classification

Carole Jenny, MD, MBA

Skeletal Imaging in Child Abuse

Paul K. Kleinman, MD

Sibling Sexual Abuse:

Disclosure and Family Denial Processes

Helen Swan

Rethinking Child Abuse Prevention

Randell Alexander, MD, PhD and Sandra Wood, MEd

Child Maltreatment and Domestic Violence

Jennifer Robertson, BA and Jane Oldfield, MSW, LICSW

The Child as a Witness: Factors that Affect Ability to Participate in the Legal Process: Advanced Techniques and Interviewing Strategies

Suzanne M. Bolduc, LICSW; Robin Deutsch, PhD

CONFERENCE SCHEDULE

9:30-11:30 a.m.

Wednesday - Nov. 17, 1999

WORKSHOP SESSION VI

Year Two - Beyond Sain

Deborah Meier, MEd

Establishing CACs Model Variations,

CAC Director's Panel Discussion

Four Programs from Different Structural Orientations

Ann Lynn - Moderator

Child Exploitation and the Internet

Paul C. Graf, MS

Florida Model for Service for Abused Children

Jay M. Whitworth, MD

Medical Issues in Sexual Abuse

Martin Finkel, DO

Healing the Healer: Prevention of Burn Out

John Stirling, MD

Indicators and Impact of How Chronic Neglect

Effects the Child and Family

Kenneth Herman, PhD, JD

The Human Rights of Children:

Child Abuse on an International Scale

Robert H. Kirschner, MD

Healthy Families: Supporting Families and Preventing Child Abuse

Sarita Rogers

Fatal Child Abuse

Lt. Bill Walsh

NORTHEAST CHILD MALTREATMENT CONFERENCE

NOVEMBER 15-17, 1999

GENERAL INFORMATION

Registration Fees

\$250 Early registration (by October 15th)	\$295 (after October 15th)
\$150 Students, Trainees with documentation	\$165 One day fee

Includes continental breakfast each day, coffee breaks, and box lunches on Monday and Tuesday. Please complete and return the registration form with a check payable to Trustees of Tufts College or indicate your Mastercard or VISA information. Registrations are accepted by Fax if registering with a credit card.

Cancellation Policy

In the event of cancellation there will be a \$50 administrative charge. A refund request must be submitted in writing and received by the Office of Continuing Education no later than November 5, 1999. Refund of funds will be made thereafter. No-shows will forfeit refund.

Registration Location and Directions

Registration. Plenary Sessions, Workshop Sessions and Receptions will be held at the Rhode Island Convention Center.

Directions to the Providence, R.I. Convention Center

Route 95 South to the Civic Center Interchange, Exit 22, Downtown Providence. Stay to the left on the ramp, at the end go right. At the light, go right to the R.I. Convention Center Garage.

Reservations

Reservations are reserved at the following hotels. Please indicate that you will be attending the Northeast Child Maltreatment Conference to receive the special rate. The hotels are approximately 15 minutes from T. F. Green Airport. Call the hotel directly to make your reservation.

Holiday Inn 21 Atwells Avenue Providence, RI Phone: (401) 831-3900 Fax: (401) 331-6380 Rate: \$89.00 single/double before October 25, 1999	Providence Biltmore Kennedy Plaza Providence, RI phone: (401) 421-0700 fax: (401) 435-3050 Junior Suite: \$125.00 single/double Superior: \$109.00 single/double Call before October 15, 1999	The Westin Providence One West Exchange St. Providence, RI phone: 1-800-WESTIN-1 Rate: \$130.00 single/double Call before October 25, 1999
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Travel

Airways is the official carrier for the conference.

Discounts are not combinable with other discounts or promotions, and are valid between November 12-20, 1999. Additional restrictions may apply. To obtain discounts, you or your personal travel consultant must call US Airways' Group and Meeting Reservation Office at 1-800-774-7687; 8:00AM-9:00PM, Eastern Time. Refer to Gold File No. 28121130.

Discrimination Policy

The conference does not discriminate when hiring staff, selecting participants, or selecting faculty. Facilities will be made available and be accessible to persons who are physically challenged. This includes the areas in which the conference activities are held, including registration, dining, restrooms, parking spaces, exhibit rooms and meeting rooms.

Liability Policy

In the event this conference is cancelled, the conference is not responsible for any airfare, hotel, or other costs incurred by participants.

Exhibit Information

Limited exhibit space is available for both nonprofit and commercial organizations. For more information and to reserve a space, call (617) 636-6579 as soon as possible.

NORTHEAST CHILD MALTREATMENT CONFERENCE

NOVEMBER 15-17, 1999

REGISTRATION

(Please Print)

Name: _____ Degree: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office Phone: _____ Fax: _____

PLEASE INDICATE YOUR WORKSHOP PREFERENCE FOR EACH SESSION.
(THIS INFORMATION WILL ASSIST US WHEN ASSIGNING SPACES.)

November 15th

Title of preferred workshop

Workshop Session I _____

Workshop Session II _____

Workshop Session III _____

November 16th

Workshop Session IV _____

Workshop Session V _____

November 17th

Workshop Session VI _____

Enclosed please find:

\$250 Early registration (by October 15th) \$295 After October 15th

\$165 One day fee Monday Tuesday Wednesday

\$150 Students, Trainees with documentation

Check (payable to Trustees of Tufts College)

MC VISA Card No. _____ Exp. Date _____

Name of Card Holder _____

Signature of Card Holder _____

Please make check payable to Trustees of Tufts College and mail to:

REGISTRAR, OFFICE OF CONTINUING EDUCATION

TUFTS UNIVERSITY SCHOOL OF MEDICINE

136 Harrison Avenue, Boston, MA 02111

Phone: (617) 636-6579

Fax: (617) 636-0314



9

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511
FAX (203) 796-1666

October 5, 1999

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

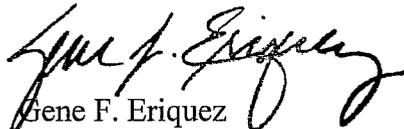
I respectfully request the appointment of Anthony Frank Vitti, (D) of 20 Apple Blossom Lane, Danbury, Connecticut, to the Commission On Persons With Disabilities. Mr. Vitti will fill a vacancy which expires in March, 2000.

Mr. Vitti has been a resident of Danbury for the past thirty-one years. He became disabled as the result of a car accident and has participated in numerous seminars on the disabled since the accident nine years ago.

Mr. Vitti possesses a keen interest in the issues that come before this body and pledges his support and interest to commission issues.

Thank you for your consideration of this appointment.

Sincerely,


Gene F. Eriquez
Mayor



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CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES

COMMISSION ON AGING

Danbury Senior Center
80 Main Street
(203) 797-4686

Municipal Agent
80 Main Street
(203) 797-4687

Mayor Gene F. Eriquez and
Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

September 27, 1999

Mayor Eriquez and Members of the Common Council:

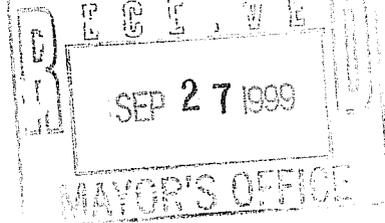
The following donations (\$ 155.00) have been sent to the Department of Elderly Services for the use of the Senior Center.

Senior Network	45.00
Perritt Laboratories	28.00
<u>Perritt Laboratories</u>	<u>82.00</u>
Total:	155.00

Kindly approve of these gifts and transfer them into the line items as requested on the accompanying form.

Respectfully,

Leo McIlrath, Director
Department of Elderly Services



11

September 24, 1999

Mayor Gene F. Eriquez

Danbury City Hall

Dear Mayor Eriquez:

We have received the following donations:

<u>DONOR</u>	<u>AMOUNT</u>
1. Ashwinkumar C. Patel, DBA Laundromat Center, 161 Main St., Apt. 3-D, Danbury 06810	\$51.00
2. Edyce D. Hornig, 6 Hillandale Rd., Danbury 06811	25.00

These need to be credited into: (1) OFFICE SUPPLIES 02-07-101-061200 (7000.5601) and (2) BOOKS line-item #02-07-101-061201 (7000.5661). Please place these items on the agenda for the October Common Council meeting.

Sincerely,


E. McDonough
Director

c: D. Setaro - Director of Finance



12

CITY OF DANBURY

DANBURY, CONNECTICUT 06810
DEPARTMENT OF ELDERLY SERVICES
COMMISSION ON AGING

Danbury Senior Center
80 Main Street
(203) 797-4686

Municipal Agent
80 Main Street
(203) 797-4687

Date: 09/27/99

MEMO TO: Hon. Gene F. Eriquez
via the Common Council

FROM: Leo McIlrath, Director
Elderly Services

RE: Reappropriation of Donated Funds

I hereby request a transfer of funds in the amount of \$589.00 from the Elderly Services donations account to the Commission on Aging budget for the following accounts:

Professional Service Fees - 02-05-167 020100 - 300.00
Printing & Binding - 02-05-167-022000 - 289.00

I have been advised by the Director of Finance that these funds exist in my account, and he will provide you with his certification.


Leo McIlrath

LM/jg

cc: Dominic A. Setaro, Jr.
Director of Finance



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

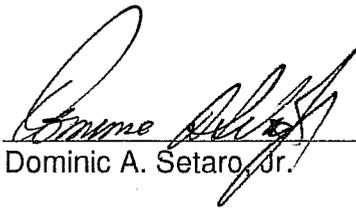
MEMORANDUM

DATE: September 24, 1999
TO: Hon. Gene F. Eriquez via the Common Council
FROM: Dominic A. Setaro, Jr., Director of Finance
RE: Commission on Aging

CERTIFICATION

I hereby certify the availability of \$589.00 to be transferred from the Elderly Services Donations Revenue Account to the Commission on Aging budget to the following accounts:

Professional Services-Fees	02-05-167-020100	\$300.00
Printing & Binding	02-05-167-022000	<u>289.00</u>
Total		\$589.00



Dominic A. Setaro, Jr.

DAS/jgb

September 15, 1999



Skate 2000

Danbury Teens Need
Alternatives

Mayor Gene Eriquez
The Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mayor Eriquez and Members of the Common Council:

A group of Danbury residents have organized to propose the development of a publicly funded skateboard park in Danbury. We look to the Common Council to help support us in our endeavors. We recognize the need for and benefits of a skate park. We believe that our city should at the very *least* aid us by parceling a portion of public land for this use, and at the *most* fund, build and maintain a skate park as it would a tennis court, soccer field, swimming area, playground, baseball diamond, or other general use public area.

Many parks have now opened across the country and few have reported problems or lawsuits. Studies have shown that skating is not inherently dangerous, and certainly poses less of a threat to life and limb than does a public beach or playground equipment. The need for a park will prove itself on the first day of use – there will never be a day when the park will be empty. Downtown merchants will notice a dramatic decrease in skating downtown.

Our group has plans underway to petition the citizens of Danbury for their support. We will research suitable sites in our city that meets our criteria. We will develop a design that will incorporate a walking/roller blading track and a circuit exercise area. Certainly the design could provide for passive recreation and possibly the site could accommodate exhibitions. If the location is a school site, an after school or gym program could be developed. We will also provide the city with whatever information it will need to make this project a reality.

And last, but not least, never forget that skateboarders are your children, and need to be supported in activities that are positive, wholesome, and healthy, and their plight needs to be recognized, no matter how foreign it seems. We look forward to your reply and we trust that we can work together to accomplish our goal. Danbury teens need alternatives.

Sincerely,

Members of SKATE 2000

Deb Dufel, Advisor

Snug Harbor, Danbury

790-1030

cc: Congressman James Maloney
Representative Lew Wallace

Recreational Resource Committee



14

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

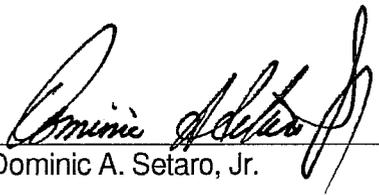
M E M O R A N D U M

To: Hon. Gene F. Eriquez via the Common Council
From: Dominic A. Setaro, Jr., Director of Finance
Date: September 28, 1999
Re: **AMENDED AMBULANCE BUDGET** **CERTIFICATION**

On September 15, 1999, we were notified by BSI as per Section 4.a. of our agreement with them that they are requesting an amendment be made to the budget, which will go into effect October 1, 1999. For some weeks, we have been discussing with BSI a better way to handle the administration of the billing functions that previously were done in-house by BSI. Their proposal would be to subcontract for a company to handle all of the administration of the claims, etc. I am in agreement with their recommendation.

They have asked that the budget be amended by an additional \$45,000, which is the net difference between their in-house cost versus the subcontracting cost. Because the amount is being prorated based on a fiscal year and there is a surplus in one of our line items regarding communications, it would be my recommendation that the Common Council authorize an additional \$31,426 be appropriated from the Ambulance Fund's Fund Balance to cover this net increase for service.

I hereby certify the availability of those funds in the Ambulance Fund's Fund Balance account. Should you need any additional information, feel free to give me a call.


Dominic A. Setaro, Jr.

DAS/jgb



15

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

September 29, 1999

DANBURY, CT 06810

Honorable Gene F. Eriquez Mayor
Honorable Members of the Common Council
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: RFC Property II, Inc.
Proposed property acquisition
Tarrywile Lake

Dear Mayor and Council Members:

As you know, the city has negotiated the purchase of approximately 100 acres west of Tarrywile Lake. Because the land in question is adjacent to Tarrywile Park, the city's intention is to buy this land and preserve it for passive recreation and for uses compatible with open space. In order to facilitate this acquisition, the city applied for and obtained a grant from the State of Connecticut in the amount of \$371,250. Consistent with the ordinance adopted by the Common Council this summer, the balance of the purchase price is expected to come from the Vision 21 bond issue that will be submitted to the voters for their consideration at the November election. In anticipation of that, we have obtained a proposed Contract For Sale from the Seller describing the terms of the transaction. Please consider granting the Mayor authority to execute this contract at your earliest convenience.

On September 14, 1999, I requested a report from the Planning Commission in an effort to have that for you for the October Common Council meeting. However due to a lack of quorum the Planning Commission will not be able to consider this matter until after your meeting. Under the circumstances you may wish to approve the terms of the contract, subject to receipt of a positive report from the planning commission.

Sincerely,

Eric L. Gottschalk
Corporation Counsel

ELG:msm

Enclosures

cc: Joseph Justino, Planning Commission Chairman
Patricia A. Ellsworth, Acting City Engineer

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CONTRACT FOR SALE

RFC Property II, Inc. of 3300 South Parker Road, Aurora, Colorado 80014 (the "Seller") and the City of Danbury of 155 Deer Hill Avenue, Danbury, Connecticut 06810 (the "Buyer"), in consideration of \$10.00 and the promises and covenants of the parties as hereinafter set forth, hereby agree that the Seller will sell and convey to or upon the order of the Buyer and that the Buyer will purchase and accept from the Seller the property hereinafter described on the following terms:

1. **PROPERTY.** The Property (the "Premises") consists of the real estate together with all improvements thereon described in Schedule A attached hereto.

2. **PURCHASE PRICE.** The purchase price for the Premises is Eight Hundred Twenty-Five Thousand and 00/XXX (\$825,000.00) Dollars, and is payable as follows:

(a) In cash or by certified check or bank draft to be delivered at the Closing; \$825,000.00

TOTAL \$825,000.00

3. **TITLE; CONVEYANCE.** The Seller shall convey to the Buyer at the Closing a good and marketable title to the Premises. Such conveyance shall be made by Quit Claim Deed in the usual form according to Connecticut practice. The deed shall be delivered, duly executed to the Buyer at the Closing upon the payment of all sums to be then paid by the Buyer and the Buyer having complied with all other terms and provisions of this Contract and shall be prepared by the Seller at his expense. No State of Connecticut and local real estate conveyance taxes are due in connection with this conveyance because this is a conveyance to a municipality.

If the Seller is unable to convey to the Buyer at the Closing a good and marketable title to or if the Buyer is unable to obtain title insurance on the Premises as aforesaid, the Buyer shall have the option of (a) closing the transaction herein contemplated on the terms herein provided and accepting, in full satisfaction of the Seller's obligation hereunder, such title as the Seller can convey, or (b) canceling this Contract, in which event neither the Seller nor the Buyer shall hereafter have any further duty or liability to the other hereunder except that the Seller shall repay to the Buyer all sums theretofore paid on account of the purchase price without any interest; provided however, that before the Buyer shall have the right to exercise option (b) of this article, if requested by the Seller on or before the Closing date herein designated, the Closing shall be postponed for such period of time not exceeding sixty days as the Seller may request in order to afford the Seller an opportunity to remedy the alleged defect or defects claimed as the basis for such cancellation.

Nothing shall constitute a defect, an encumbrance, lien or exception to title for the purposes of this Contract if the Standards of Title of the Connecticut Bar Association recommends that no corrective or curative action is necessary in circumstances substantially similar to those presented by such defect, encumbrance, lien or exception to title. No attempt by the Seller to cure any alleged defect, encumbrance, lien, or exception to title shall constitute an admission of its validity.

4. **APPORTIONMENTS.** All apportionments shall be calculated in accordance with the custom of the Bar Association of the Town in which the real property is located. On the closing of title, the following shall be apportioned, if applicable, as of that date:

- (a) All taxes including but not limited to property, fire, water use and/or sewer use taxes;
- (b) All assessments including but not limited to water and/or sewer assessments, it being understood that all assessments due and payable subsequent to closing of title whether payable in full or in installments shall be assumed by the Buyer.

Should any such tax, assessment or rate be undetermined on that date, the last determined tax, assessment or rate shall be used for the purpose of the apportionment.

5. **EXCEPTIONS TO TITLE.** The Premises will be conveyed by the Seller and accepted by the Buyer subject to the following:

- (a) Any state of facts which a physical inspection or survey of the Premises might disclose, provided that such survey does not disclose a violation of the applicable zoning regulations;
- (b) Any restrictions and limitations now existing or hereafter imposed by governmental authority, including building regulations, conservation, inland and tidal wetlands regulations, historic district regulations, and zoning and planning rules and regulations of the City of Danbury;
- (c) Any riparian or littoral rights of others, common law or statutory, in or to any stream or other body of water adjoining or passing through the Premises;
- (d) Assessments which may on or after the date hereof be levied against or become a lien on the Premises for any municipal improvement;
- (e) Any easements, restrictions and other encumbrances as may of record appear or as shown on Schedule A, provided the same do not render title unmarketable.

6. **SUMS PAID ON ACCOUNT.** All sums paid on account of this Contract are hereby made a lien on the Premises, but such lien shall not continue after default by the Buyer under this Contract.

7. **CONDITION OF THE PREMISES.** The Buyer represents to the Seller that Buyer has inspected the Premises and is fully satisfied with the condition thereof, that Buyer will

accept the Premises in its present condition, "as is," reasonable wear and tear excepted, and that no representations or warranties of any kind have been made to Buyer by the Seller or on behalf of the Seller regarding the condition of the Premises upon which the Buyer relies, except as set forth herein. The parties hereto intend that the Premises will be conveyed in their present condition "as is" reasonable wear and tear excepted except as may be expressly set forth in this Contract.

8. **FINAL INSPECTION.** The Buyer shall have the right to make a final inspection of the Premises at any reasonable time prior to the Closing.

9. **BROKERAGE.** The parties hereto recognize Goodfellow Ashmore Real Estate ("broker") as the broker who negotiated for the sale of the Premises, and the Seller shall pay such broker the commission of five (5%) percent of the purchase price as agreed upon. The Buyer shall indemnify and save the Seller harmless from any loss or expense, including all costs of defending any claim and including reasonable attorneys' fees, from any commission claimed by any broker or agent, other than the broker named herein, by virtue of alleged dealings had by such claimant with the Buyer or a representative of the Buyer. The Buyer shall be notified promptly of any such claim and may undertake the defense thereof. The provisions of this article shall survive the passage of title and delivery of the deed of conveyance.

10. **DEFAULT.** If the Buyer shall fail to comply with any term of this Contract or anticipatorily breaches this Contract, the Seller shall have the option either:

- (a) To hold and retain all sums of money paid in accordance with this Contract or any modification or extensions thereof, as liquidated damages for the breach of this Contract, whereupon all rights and remedies hereunder shall terminate. The Seller and the Buyer further agree that the aforesaid sum, deemed to be liquidated damages, is based upon the following considerations which the Seller and the Buyer agree would constitute damage to the Seller for any breach by the Buyer because at the time of the execution of this Contract both parties were incapable of an exact determination of amount to wit: the removal of the Premises from the real estate market during the period of this Contract, together with the possibility of obtaining a new buyer at the same purchase price or a greater amount; and the expenses incurred by the Seller, including, but not limited to, attorneys' fees, taxes, mortgage interest, brokers' commissions, and other expenses incidental to the maintenance of the Premises and the inconvenience of relisting the Premises with the same or other brokers, together with additional expenses in its maintenance while the same is on the market. In this case, the Buyer shall immediately return its copy of this Contract to the Seller for cancellation. If this Contract shall have been recorded by either party hereto, the Buyer shall, at its own expense, deliver to the Seller a quit claim deed releasing any and all interest hereunder. If the Buyer shall fail to deliver such a deed to the Seller by the date set for

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the Closing, the Seller shall have the right to commence an action to procure an adjudication of the termination of the Buyer's rights hereunder, in which case the Buyer shall pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorneys' fee; or

- (b) To pursue any remedy available to the Seller in court or otherwise and to recover any damages which may be due the Seller as a result of the Buyer's default. During the pursuit of such remedy the Seller may retain all sums of money paid by the Buyer hereunder to be applied to any judgment received or costs or fees incurred by the Seller as a result of any such suit.

There shall be no duty on the part of the Seller in either case to tender a deed for the Premises to the Buyer prior to retaining the sum or sums as aforesaid, or prior to instituting any legal proceedings.

Written notice of the Seller's exercise of either of these options shall be given by the Seller to the Buyer by certified mail, return receipt requested, directed to the Buyer, or its attorney.

If Seller shall fail to comply with any material term of the Contract or anticipatorily breaches this Contract, the Buyer shall have the right to pursue any remedy available to it in court or otherwise and if appropriate, to recover any damages which may be due to it as a result of the breach or default.

11. CLOSING; DELIVERY OF POSSESSION. The Closing shall take place at the offices of Jones, Damia, Kaufman, Wellman, Borofsky, Stelljes & DePaul, LLC, 301 Main Street, Danbury, Connecticut 06810 on November 5, 1999 at 2:00 p.m. or at such earlier time or at such other place as the parties may agree upon. The Seller will deliver exclusive possession of the Premises, (except as otherwise provided herein) reasonably free from all articles and objects of debris to the Buyer at the Closing.

If at the request, fault or negligence of the Buyer the Closing does not take place within seven (7) days after the date of Closing set forth herein, the Buyer agrees to pay in addition to the Purchase Price set forth in Article 2 a per diem of \$250.00 for each and every day that the Closing is delayed up to a maximum of twenty-one (21) days after the date set forth herein, at which later date time will be of the essence.

12. REFERENDUM CONTINGENCY. This Contract is contingent upon the passing of the City of Danbury bonding referendum, which includes, funding for the purchase of the property subject to this Agreement, and which is scheduled to be held on November 2, 1999. If the aforesaid referendum is approved by the voters of the City of Danbury, then the closing

shall take place at the date, time, and place set forth in Article 11 of this Contract. If the referendum is not approved by the voters of the City of Danbury, then the Buyer shall have until November 17, 1999 to elect to proceed to purchase the subject property which shall be on the same terms and conditions as set forth in this Agreement except that:

- 1) in order to proceed with this transaction, the Buyer shall, on or before November 17, 1999, pay to the Seller the sum of \$24,750.00 as a nonrefundable deposit; and
- 2) the closing shall take place on December 30, 2000 at 2:00 p.m. at the offices of Jones, Damia, Kaufman, Wellman, Borofsky, Stelljes & DePaul, LLC or at such earlier time or at such other place as the parties may agree upon.

If the Seller's named attorney does not receive notice as aforesaid prior to 5:00 p.m. on November 17, 1999 together with payment of the deposit as aforesaid, this Agreement shall be null and void and of no force and effect. If Buyer tenders payment of the nonrefundable deposit and thereafter is in default of this Contract, then Seller may elect and exercise its options under Article 10 of this Contract.

13. SURVIVAL OF RIGHTS. The delivery by the Seller and the acceptance by the Buyer of the quit claim deed shall be deemed to constitute full compliance by the Seller with all the terms, covenants, conditions, representations and agreements contained herein or connected with this transaction; provided however, that any covenants or agreements contained herein which specifically state that certain rights, obligations, or acts of the parties hereto are to exist or be performed after the delivery of said deed, shall survive the delivery of said deed.

14. AFFIDAVITS. The Seller agrees to execute at the time of Closing an affidavit that there are no mechanics' liens outstanding against the Premises and that no one has rendered services and/or materials with respect to the Premises for a period of ninety (90) days immediately preceding the Closing. The Seller shall also execute an affidavit regarding any rights which tenants might have in the Premises and regarding any rights which tenants or any third party might have in the personal property or fixtures being sold with the Premises.

15. SURVEY; SOIL TESTING. The Seller agrees to deliver any plot plan or survey of the Premises which the Seller may have to the Buyer. The Seller agrees to update at the Closing, by affidavit, any plot plan or survey available provided no structural changes have been made on the Premises since the date of said plot plan or survey. The Seller's obligations hereunder are contingent upon the Seller's obtaining an A-2 survey from a duly licensed surveyor in the State of Connecticut of Lot Nos. 9, 10, 11, and 12 as shown on Map No. 1098 on record in the Town Clerk's office of the City of Danbury showing said lots to be in the same form and size as shown on said map without any encroachments thereon and with full and unobstructed frontage and access on and to Terre Haute Road. The Seller shall take immediate action to retain the services of a surveyor for the aforesaid purpose. If the survey is not to the

satisfaction of Seller as set forth herein, then upon such notification by the Seller to the Buyer, this Contract shall become null and void and of no force and effect. This Contract is also contingent upon Seller obtaining a satisfactory report from a soil scientist showing that the above-described lots are not designated, in whole or in part, as wetlands. In such event, upon notification by the Seller to the Buyer, this Contract shall become null and void and of no force and effect.

16. **ASSIGNMENT.** This Contract and the Buyer's rights hereunder may not be assigned by the Buyer, and any purported assignment without such written consent shall be void and of no effect.

17. **RECORDING OF CONTRACT.** It is expressly understood and agreed that this Contract shall not be recorded and that the Buyer, by it, acquires no right, title or interest, either legal or equitable, in the Premises until the Seller shall deliver to the Buyer a quit claim deed thereto as hereinbefore provided. The Buyer shall, in any event, have no right to occupy the Premises until after the Closing thereof.

18. **NOTICES.** If any party desires or is required to give notice to the other in connection with and according to the terms of this Contract, such notice shall be given by hand delivery or by certified mail, return receipt requested, and it shall be deemed given when received. Such notices shall be addressed as follows:

Seller: c/o Michael R. Kaufman, Esq., Jones, Damia, Kaufman, Wellman, Borofsky, Stelljes & DePaul, LLC, 301 Main Street, P.O. Box 157, Danbury, CT 06813-0157

Buyer: Corporation Counsel of the City of Danbury, 155 Deer Hill Avenue, Danbury, CT 06810

19. **TIME LIMITATION.** This Contract is not an offer to sell and is not binding upon the Seller until both the Seller and the Buyer have executed the same. The Seller may terminate the Buyer's rights to purchase hereunder if this Contract is not executed by the Buyer and delivered to the Seller's attorney by October 8, 1999.

20. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the parties. No representations or warranties of any nature have been made by the Seller, and the Buyer has not entered into this Contract in reliance upon any representations or warranties, except such as may be set forth herein. No variations or modifications of or amendments to the terms of this Contract shall be binding unless reduced to writing and signed by all the parties hereto.

21. **SUCCESSION.** This Contract shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

22. **BUILDING LOTS RESERVED BY SELLER.** This Contract is entered into by Seller in reliance on the fact that Lot Nos. H18033, H18034, H18035, and H18036, as shown on Assessor's Map No. H-18, and also shown as Lot Nos. 9, 10, 11, and 12 as shown on Map No. 1098 on record in the Town Clerk's office of the City of Danbury, are valid building lots under the zoning regulations of the City of Danbury. It is expressly understood and agreed by the parties hereto that the aforesaid lots, as more particularly described in Schedule A annexed hereto, are excepted from the conveyance of the Premises and reserved by the Seller for future development and/or sale. The purchase price as set forth in Article 2 hereof was negotiated and agreed to based upon this understanding and agreement. On or before the closing hereof, the Buyer shall arrange for the City of Danbury Tax Assessor to apportion and allocate the taxes for the four building lots being retained by Seller, which apportionment and allocation shall be satisfactory to and approved by Seller and Seller's Counsel.

23. **WATER AND SEWER EXTENSION APPROVAL CONTINGENCY.** This Agreement is expressly contingent upon the Seller receiving all necessary approvals, on terms and conditions satisfactory to Seller, for extension of water and sewer service from the City of Danbury's water and sewer lines or systems to the four lots described in Article 22 of this Agreement. Application for such extensions has been made by Seller to the Common Council of the City of Danbury. If Seller's application as aforesaid is not approved or approved, but on terms and conditions not satisfactory to Seller, then upon notification by Seller to the Buyer, this Contract shall become null and void and of no force and effect.

24. **MUNICIPAL APPROVAL.** The City of Danbury represents that it has obtained all necessary approvals and that the undersigned is duly authorized to enter into this Contract.

IN WITNESS WHEREOF, the parties have set their hands and seals to three counterparts hereof, each of which shall be deemed an original, on _____, 1999.

In the presence of:

RFC PROPERTY II, INC.

By: _____
 Its _____
 Tax ID No. _____

CITY OF DANBURY

By: _____
 Its _____

SCHEDULE "A"

FIRST PARCEL

All that certain piece or parcel of land, located in the City of Danbury, County of Fairfield and State of Connecticut, being shown and designated as Parcel One, Parks Pond, Pond Area Scaled 21.5 +/- Acres and Parcel Two, 60.3 +/- Acres, 81.093 Acres Total on a certain map entitled "Map Prepared for Shelter Rock Corporation, Subsidiary of Ralco Developers, Inc., Terre Haute Road and Tarrywile Lake Road, Danbury, Connecticut, Scale 1" = 100', October 15, 1986, Class A-2 Survey, certified substantially correct by C. James Osborne, Jr., R.L.S. P.C., New Milford, Connecticut" and which map is recorded^{as Map No. 8544} in the Office of the Town Clerk of the City of Danbury to which reference may be had for a more particular description of said premises.

Said premises are more particularly bounded and described as follows: Commencing at a point on the southerly side of Southern Boulevard, which point is the northwest corner of land now or formerly of Rive Levy; thence S 8° 33' 08" W 134.86 feet to a point; thence S 46° 12' E 28.15 feet to a point; thence S 9° 03' 05" W 276.65 feet along the land now or formerly of Terese Siegel to a point; thence continuing along land now or formerly of Siegel the following courses and distances: S 87° 45' 35" E 59.78 feet, N 77° 56' 05" E 54.38 feet, N 65° 54' 35" E 56.34 feet, N 52° 42' 45" E 46.15 feet, N 14° 03' 45" E 52.91 feet and N 32° 30' 00" E 7.07 feet to a point; thence turning and running along land now or formerly of Steven M. and Christine Appell S 64° 03' 00" E 188.46 feet; thence S 47° 14' 00" W 12.00 feet; thence S 36° 18' 29" E 6.23 feet to land now or formerly of Pat J. Larsen; thence turning and running along land now or formerly of Pat J. Larsen, Walter W. and Pat Larsen, Theodore

and Jane E. Bream, Amos Turk, Aloin and Marilyn R. Stark, Raymond J. Lubus, Paul and Germaine E. W. d'Evegne, Francis A. Wilkes, Anthony Z. Pirslin et al, Herbert S. and Sydelle T. Ornstein, Howard R. and Dorothy O. Sanford, Dorothy P. and Edith D. James, Edmond G. Hawley, Richard d'Evegne, Francis d'Evegne, and Paul and Germaine E. W. d'Evegne, the following courses of distances to the land now or formerly of the City of Danbury: S 53° 41' 15" W 76.40 feet, S 05° 30' 15" W 50.64 feet, S 02° 45' 53" W 40.57 feet, S 04° 03' 52" W 37.66 feet, S 29° 03' 34" W 9.42 feet, S 19° 21' 06" E 46.49 feet, S 0° 49' 14" E 59.78 feet, S 26° 50' 25" E 20.12 feet, S 11° 22' 04" E 40.22 feet, S 15° 22' 04" E 17.53 feet, S 31° 49' 24" E 29.60 feet, S 34° 11' 42" E 17.30 feet, S 33° 29' 47" E 43.13 feet, S 38° 28' 54" E 41.72 feet, S 33° 55' 36" E 41.11 feet, S 48° 20' 40" E 21.58 feet, S 56° 44' 00" E 36.00 feet, S 22° 08' 41" E 82.29 feet, S 36° 58' 15" E 18.59 feet, S 19° 24' 25" E 41.24 feet, S 18° 30' 15" E 40.94 feet, S 12° 59' 42" W 50.34 feet, S 47° 22' 39" W 12.32 feet, S 11° 04' 57" E 17.14 feet, S 18° 16' 15" W 45.59 feet, S 25° 48' 12" W 17.36 feet, S 2° 41' 40" E 50.25 feet, S 19° 34' 07" E 33.17 feet, S 35° 31' 17" E 65.58 feet, S 0° 10' 13" E 10.00 feet, S 46° 10' 42" E 7.80 feet, S 29° 46' 26" E 12.00 feet, S 4° 53' 26" W 60.74 feet, S 16° 33' 28" E 55.33 feet, S 30° 43' 09" E 23.63 feet, S 65° 42' 23" E 25.69 feet, S 85° 27' 35" E 17.48 feet, N 83° 00' 20" E 82.12 feet, S 76° 37' 08" E 40.90 feet, S 23° 07' 04" E 51.67 feet, S 35° 03' 15" E 36.97 feet, S 10° 53' 22" E 15.04 feet, S 21° 19' 54" W 33.14 feet, S 2° 46' 21" E 25.30 feet, S 12° 30' 52" E 44.78 feet, S 34° 16' 44" E 50.56 feet, S 12° 56' 37" W 45.24 feet, S 74° 17' 23" W 16.69 feet, S 36° 53' 24" E 44.01 feet, S 14° 21' 38" E 73.44 feet, S 24° 13' 01" E 17.84 feet, S 5° 44' 27" W 43.91 feet, S 6° 44'

34" E 69.53 feet, S 6° 33' 33" E 41.39 feet, S 19° 54' 52" E
 70.31 feet, S 4° 43' 04" E 40.63 feet, S 42° 24' 41" E 10.98
 feet, S 4° 36' 03" E 84.81 feet, S 2° 59' 41" E 80.72 feet, S 0°
 29' 20" E 56.29 feet, N 65° 04' 10" E 20.00 feet, S 5° 17' 13"
 W 27.01 feet, S 21° 15' 15" E 50.54 feet, S 5° 09' 47" W 40.05
 feet, S 22° 31' 20" E 38.11 feet, S 15° 44' 13" E 118.26 feet,
 S 15° 01' 25" E 81.64 feet, S 20° 59' 20" E 104.03 feet, and
 S 42° 07' 11" E 12.44 feet; thence turning and running along
 land now or formerly of the City of Danbury S 59° 33' 01" W
 522.53 feet to a point; thence N 25° 30' 57" W 235.96 feet;
 thence N 13° 26' 57" W 239.29 feet; thence N 20° 20' 57" W
 112.36 feet to a point; thence turning and continuing to run
 along land now or formerly of the City of Danbury the following
 courses and distances: S 62° 55' 14" W 109.44 feet, S 62° 14' 14"
 W 360.47 feet, S 65° 49' 14" W 495.36 feet, S 74° 19' 14" W 689.69
 feet to a point on the easterly side of Terre Haute Road
 so-called, thence turning and running along the said Terre
 Haute Road the following courses and distances: N 18° 12' 17"
 W 76.57 feet, N 40° 59' 32" W 111.29 feet, N 50° 49' 35" W
 34.83 feet, N 30° 17' 47" W 103.08 feet, N 3° 56' 43" E 58.14
 feet, N 11° 28' 55" E 65.31 feet, N 11° 05' 37" W 103.94 feet,
 N 8° 25' 07" E 46.80 feet to a point which point marks the
 southwest corner of land now or formerly of Steinberg et al,
 thence turning and running along land now or formerly of
 Steinberg et al the following courses and distances: N 79° 30'
 28" E 198.76 feet, N 78° 37' 05" E 134.85 feet, N 65° 03' 33"
 E 47.23 feet, N 82° 33' 05" E 133.97 feet, N 79° 33' 57" E 86.50
 feet, N 75° 46' 35" E 205.16 feet, N 78° 30' 49" E 63.77 feet,
 N 76° 20' 29" E 79.55 feet, N 75° 56' 04" E 187.08 feet, N 74°
 00' 17" E 109.14 feet, N 77° 02' 03" E 45.05 feet, N 22° 18'
 09" E 95.55 feet, N 23° 16' 52" W 113.41 feet, N 31° 21' 39"

W 01.72 feet, N 24° 20' 16" W 107.63 feet, N 23° 35' 07" W 102.39 feet, N 55° 37' 27" W 36.96 feet, N 42° 40' 49" W 9.21 feet, N 50° 48' 23" W 78.69 feet, N 55° 12' 48" W 17.20 feet, N 54° 00' 08" W 153.29 feet, N 59° 21' 56" W 28.98 feet, N 64° 57' 38" W 15.84 feet, S 86° 08' 32" W 97.22 feet, S 02° 05' 24" W 220.97 feet, N 66° 54' 58" W 135.92 feet, N 53° 59' 49" W 67.72 feet to a point on the easterly side of Terre Haute Road, so-called, thence turning and running along said Terre Haute Road N 22° 36' 21" E 151.77 feet, N 76° 54' 50" W 24.05 feet, N 2° 35' 30" W 136.18 feet, N 0° 43' 10" E 99.41 feet, N 11° 09' 10" W 63.82 feet to a point, which point marks the southwest corner of land now or formerly of John Denny, thence turning and running along land now or formerly of John Denny, Dorothy L. Talbot, Robert C. and Diane Houston, Donald R. and Nancy Kinkade, Farless C. Fisher, Jr. et ux, John A. and Julie D. Gerth and George E. III and Joyce A. Northrop, the following courses and distances: N 85° 58' 30" 200.37 feet; thence turning and running N 03° 04' 50" W 60.42 feet, thence N 6° 45' 55" E 225.00 feet; thence N 7° 05' 30" E 357.73 feet to a point, which point is on the southerly side of land now or formerly of Mae E. Garofalo; thence turning and running along land now or formerly of Mae E. Garofalo, Walter A. and Lillian D. Stickney, Sidney and Carol A. Eisenberg and F. Michael and Nancy L. Palmer et al, the following courses and distances: N 66° 54' 30" E 96.21 feet, N 01° 00' 30" E 52.82 feet, N 89° 16' 30" E 45.92 feet, N 64° 58' 06" E 47.62 feet, N 75° 44' 50" E 29.28 feet, N 79° 41' 50" E 136.14 feet, N 68° 50' 40" E 91.81 feet, N 01° 54' 20" E 16.46 feet, thence turning and running North 8° 13' 20" W 94.00 feet to a point on the southerly side of Sunset Drive, so-called, thence turning and running along Sunset Drive N 77° 32' 50" E 36.54 feet, thence continuing along Sunset Drive on a curve having a

radius of 73.85 feet a distance of 13.77 feet to a point which point marks the northwest corner of land now or formerly of Paul J. and Germaine E. d'Evegne, Tr., thence turning and running along land of said d'Evegne Tr. S 0° 13' 20" E 99.09 feet, N 01° 54' 08" E 109.50 feet, thence turning and running along land now or formerly of Paul J. and Germaine E. d'Evegne, Tr., Sandra E. Meaker and Stephen T. and Dabette H. Palmer, N 9° 20' 50" E 393.54 feet to a point on the southerly side of Southern Boulevard, thence turning and running along said Boulevard S 66° 59' 50" E 26.05 feet to the point or place of beginning.

Intending hereby to convey the waters of Lake Tarrywile and the land underneath. Together with the dam pipes and the valve located thereon and the right to maintain the dam, which right is set forth in Volume 247 at Page 384 of the Danbury Land Records.

~~Also intending to convey and assign to the Grantee all rights of ownership and enforcement duties of the restrictions as set forth in Volume 218 at Page 113 and Volume 222 at Page 56 of the Danbury Land Records.~~

For title, see deed of Paul d'Evegne and Germaine E.W. d'Evegne to Paul J. d'Evegne, Inc. dated the 4th day of January, 1982 and recorded in Volume 660 at Page 178 of the Danbury Land Records together with a deed of Candlewood Steel and Construction, Inc. to Paul d'Evegne and Germaine E.W. d'Evegne dated the 29th day of November, 1967 and recorded in Volume 455 at Page 441 of the Danbury Land Records.

Said premises are conveyed subject to:

1. Any and all provisions of any ordinance, municipal regulation, public or private law.
2. Taxes due the City of Danbury hereinafter due and payable.
3. The rules and regulations of the Department of Environmental

- Protection of the State of Connecticut pertaining to the dam area.
- 4. The rights of others to use the waters of Lake Tarrywile.
- 5. The right of Paul J. d'Evegne and Germaine E.W. d'Evegne, their heirs and assigns, the right to cross and recross over the passway parcel as shown on the above referenced map to reach the waters of Lake Tarrywile and also for access to Southern Boulevard.
- 6. A utility easement to the Danbury and Bethel Gas and Electric Company now known as the Connecticut Light and Power Company, which easement is dated April 10, 1945 and is recorded in Volume 210 at Page 157 of the Danbury Land Records.
- 7. Subject to an easement to the Southern New England Telephone Company dated September 22, 1950 and recorded in Volume 249 at Page 245 of the Danbury Land Records.

SECOND PARCEL

All that certain piece or parcel of land situated in the City of Danbury, County of Fairfield and State of Connecticut, containing approximately twenty (20) acres, more or less, and situated on Thomas Mountain, so-called, being bounded and described as follows:

Northerly by land now or formerly of Edward H. Ryder; Easterly by land now or formerly of Jatur R. Brush; Southerly by land now or formerly of Ezra P. Bennett; and Westerly by an old road known as Terre Haute Road.

Said premises being more particularly shown and designated as 19.022 Acres as shown on a certain map entitled "Map Prepared for Shelter Rock Corporation, a subsidiary of Ralco Developers, Inc., Terre Haute Road and Tarrywile Lake Road, Danbury, Connecticut, Scale 1" = 100', October 15, 1986", certified substantially correct by C. James Osborne, Jr. and which map is recorded in the Office of the Town Clerk of the City of Danbury to which reference may be had for a more particular description

of said premises.

Said premises are more particularly described as follows: Beginning at a point on the easterly side of Terre Haute Road which point marks the southwest corner of the within described premises thence running the following courses and distances: N 79° 30' 28" E 198.76 feet, N 78° 37' 05" E 134.85 feet, N 65° 03' 33" E 47.23 feet, N 82° 33' 05" E 133.97 feet, N 79° 33' 57" E 86.58 feet, N 75° 46' 35" E 205.16 feet, N 78° 30' 49" E 63.77 feet, N 76° 20' 29" E 79.55 feet, N 75° 56' 04" E 187.00 feet, N 74° 00' 17" E 109.14 feet, N 77° 02' 03" E 45.05 feet, N 22° 18' 09" E 95.55 feet, N 23° 16' 52" W 113.41 feet, N 31° 21' 39" W 81.72 feet, N 24° 20' 16" W 107.63 feet, N 23° 35' 07" W 102.39 feet, N 55° 37' 27" W 36.96 feet, N 42° 40' 49" W 9.21 feet, N 50° 48' 23" W 78.69 feet, N 55° 12' 48" W 17.20 feet, N 54° 00' 08" W 153.29 feet, N 59° 21' 56" W 28.98 feet, N 64° 57' 38" W 15.84 feet, S 86° 08' 32" W 97.22 feet, S 82° 05' 24" W 220.97 feet, N 66° 54' 58" W 135.92 feet, N 53° 59' 49" W 67.72 feet to a point on the easterly side of Terre Haute Road, so-called, thence turning and running along said Terre Haute Road the following courses and distances: S 25° 29' 07" W 16.14 feet, S 9° 54' 03" W 107.54 feet, S 5° 50' 09" W 74.52 feet, S 9° 50' 16" W 175.58 feet, S 36° 52' 12" W 70.00 feet, S 45° 21' 05" W 57.63 feet, S 29° 10' 03" W 123.11 feet, S 22° 22' 48" W 110.31 feet, S 8° 56' 05" W 167.46 feet, S 10° 47' 37" W 230.36 feet, to the point or place of beginning.

Together with all of the grantors right, title and interest in and to the roadway known as Terre Haute Road abutting said premises and to those premises shown and designated as "Parcel 2", 60.3 more or less acres, as shown on the above referenced map. Expressly excepting therefrom all those certain pieces or parcels of land shown and designated as Lot Nos. 9, 10, 11, and 12 on Map No. 1098 on record in the Town Clerk's Office of the City of Danbury, together with the grantor's right to pass and repass over the roadway known as Terre Haute Road or any other roadway abutting said premises.

7

Said premises are subject to:

1. Any and all provisions of any ordinance, municipal regulation, public or private law.
2. Taxes due the City of Danbury.

16

September 15, 1999

Mr. Christopher Setaro
President
Danbury Common Council
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mr. Setaro:

I am writing to ask the council's assistance regarding water runoff on Great Plain Road. A situation has come about whereby runoff from Great Plain Road is putting my property in jeopardy.

I have had preliminary discussions with Mr. Frank Cavagna and his suggestion was that this situation be presented to the Council for recommendation and action.

I thank you for your attention to this matter.

Very truly yours,

Gary D. Renz
8 Eustis Road
Danbury, CT 06811

744-7405

COHEN AND WOLF, P. C.
ATTORNEYS AT LAW

17

HERBERT L. COHEN
(1928-1983)

AUSTIN K. WOLF	DANIEL S. NAGEL
MARTIN F. WOLF	RICHARD J. DI MARCO
RICHARD L. ALBRECHT	DAVID B. ZABEL
JONATHAN S. BOWMAN	MARK A. KIRSCH
IRVING J. KERN	DAVID M. LEVINE
MARTIN J. ALBERT	JOSEPH G. WALSH
STEWART I. EDELSTEIN	DAVID A. BALL
NEIL R. MARCUS	JOCELYN B. HURWITZ
DAVID L. GROGINS	STUART M. KATZ
GRETA E. SOLOMON	MONTE E. FRANK
ROBIN A. KAHN	PATRICIA C. SULLIVAN
RICHARD G. KENT	VINCENT M. MARINO
RICHARD SLAVIN	MAURA T. KEHOE

SPECIAL COUNSEL
G. KENNETH BERNHARD

OF COUNSEL
ROBERT J. ASHKINS
STUART A. EPSTEIN
JACK E. MCGREGOR

1115 BROAD STREET
P. O. BOX 1821
BRIDGEPORT, CONNECTICUT 06601-1821
TELEPHONE (203) 368-0211
FACSIMILE (203) 576-8504

158 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
TELEPHONE (203) 792-2771
FACSIMILE (203) 791-8149

190 MAIN STREET
WESTPORT, CONNECTICUT 06880
TELEPHONE (203) 222-1034

112 PROSPECT STREET
STAMFORD, CONNECTICUT 06904
TELEPHONE (203) 964-9907
FACSIMILE (203) 576-8504

PLEASE REPLY TO _____
WRITERS DIRECT DIAL: (203) _____

Danbury

September 28, 1999

Mr. Joseph DaSilva, Pres.
Danbury Common Council
155 Deer Hill Avenue
Danbury, CT 06810

RE: Tisano Lease with City of Danbury

Dear Mr. DaSilva:

Please be advised that this office represents Tisano Realty, Inc., a tenant of the City of Danbury on two pieces of property located off Backus Avenue by virtue of leases dated and September 9, 1993 and July 21, 1995. The terms of the leases expire on June 30, 2003, and each lease has a five year renewal term, expiring on June 30, 2008.

By this letter I am requesting that the Common Council convene a subcommittee to negotiate the extension of the leases as well as the amount of the rent for the extension periods.

Please place this matter on the agenda of your next meeting.

Very truly yours,



Robin A. Kahn

RAK/dd
cc: William Tisano
Laszlo Pinter

Supt - 1.17.17

Common Council City of Danbury,
155 New Hill Ave.

18

I would like to request a Common Council ad hoc committee to investigate the feasibility of cutting brush and removing overgrowth at the park on Beaver St across from Vietnam Towers. Neighbors have reported that it has become a hang out for drug dealers and prostitutes.

I would ask the Mr. Ryan of Parks and Recreation and Police Chief Paquette attend the meeting.

Pauline R. Basso
Council at Large,
203-748-6328

Honorable Mayor Gene F Enriquez
Honorable Members of the Common Council
City Hall
155 Deer Hill Avenue
Danbury Connecticut 06810

Dear Mayor and Council Members

We request that at the October meeting of the Common Council, that an ad hoc committee be appointed to look into the study and feasibility of extending flood control measures along the following locations in the City of Danbury: Still River (to the areas that do not have such measures currently in place). Blind Brook, and Padanaram Brook. If the committee receives information concerning a brook, river or stream not mentioned that might effect flood control efforts that they be empowered to review that as well.

Sincerely yours,


Paul McAllister JR
2nd Ward

Helena Abrantes
2nd Ward



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

20

October 5, 1999

Honorable Mayor Gene F. Eriquez
Honorable Members of the Common Council

Re: Mailing of Tax Bills

Dear Mayor and Council Members:

A constituent has brought to my attention that there is a problem with tax bills not being mailed to the proper address. When the tax bill is delinquent due to no fault of the taxpayer, the response seems to be that there is nothing that can be done about it.

I request that an ad hoc committee be appointed to see if a resolution to this problem can be achieved.

Sincerely yours,

Mary Smith

Mary M. Smith
Third Ward

CONSULTANTS & ENGINEERS, INC.

9 HARMONY STREET, DANBURY, CT 06810

TELEPHONE (203) 748-1442

FAX No. (203) 798-9984

21

September 28, 1999

Ms. Elizabeth Crudginton
City Clerk
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: Assessor's Lot H11071, 22 Clapboard Ridge Road, Danbury, CT

Dear Ms. Crudginton:

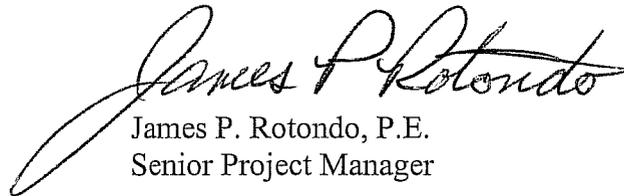
The referenced parcel received an Extension of Sewer and Water from the Danbury City Council which is due to expire. We are submitting an application to extend the extension for an additional twelve months.

This parcel is continuing to have problems with it's well and the facility is currently using bottled water. A contractor has been retained by the Connecticut Department of Mental Retardation and work will commence once approvals are obtained from the appropriate departments.

Thank you for your attention to this matter. Please feel free to call with any additional comments or questions.

Very truly yours,

CONSULTANTS & ENGINEERS, INC.



James P. Rotondo, P.E.
Senior Project Manager

JPR/mlp

enc.

c: W.Lawrence
P. Ellsworth, P.E.
Wm. Buckley, P.E.

COMMON COUNCIL - CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER/WATER

22

Sewer

Water

Name of Applicant:

ABFHAD INVESTORS, LLC

Address:

c/o HOWARD SHERMAN
304 FEDERAL RD BROOKFIELD, CT
06804

Telephone:

740-2266

The undersigned submits for consideration an application for extension of sewer and/or water facilities for property

Located at:

62 FEDERAL RD

Assessors's Lot No.

K11059

Zone:

IL-40

Intended Use:

Retail

Single Family Residential

Office

Multiple Family Development

Mixed Use

Industrial

Number of Efficiency Units _____

Number of 1 Bedroom Units _____

Number of 2 Bedroom Units _____

Number of 3 Bedroom Units _____

Total Number of Units _____



SIGNATURE

9/23/19

DATE

9.22.99

23

TO: Common Council / City Hall

From: Dennis Boyle - resident of Derby.

I would like to speak with someone in your organization regarding a land grading issue that affects my property.

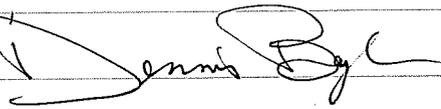
I live @ 39 Wedgewood Drive (off King Street) and have experienced water drainage problems over the past few years.

I believe the problem is caused by an elevated landmass at the edge of my property and the roadway.

My property appears to be the only one in close proximity that has this land configuration and I would like to discuss my situation with you.

Please call me at your earliest opportunity to review this issue and thank you in advance for prompt attention to this matter.

Sincerely,



Home # (203) 778-5016

Work # (203) 335-2177 x14

To: Mayor Gene Eriquez and Members of the Common Council
City of Danbury, 155 Deer Hill Avenue, Danbury, Connecticut 06810

From: David and Diane Sanders
15A Weindorf Lane, Danbury, CT 06810 (203) 792-8857

September 23, 1999

Dear Mr. Mayor and Members of the Common Council,

A large section of our driveway was washed away on September 16, 1999 due to the excessive runoff caused by Hurricane Floyd and is currently impassable. Since there is no other egress, our house is completely inaccessible from the road. Not only a major inconvenience, this also puts us and our property at risk in the case of fire or other emergency. I ask that a representative from the City of Danbury survey the damage.

The City of Danbury Highway Department resurfaced the same section of our driveway in the Spring of 1996 after extensive storm related erosion. Subsequently, in a letter dated July 23, 1996, Superintendent Cavagna expressed his opinion that the fundamental problem was the undersized culvert beneath our driveway - one much smaller than the one currently beneath Ward Drive. Indeed, during Hurricane Floyd, the mismatch proved catastrophic.

In light of the development that continued in El Morro (Olympic and Ole Musket, etc.) and the fact that all runoff from that community is funneled into the stream that passes beneath our driveway, I ask that the City review its acceptance of this culvert. Please also consider that in the Spring of 1996, the Highway Department replaced a crumbled runoff pathway with a new storm drain in Ward Drive and installed a connecting drain pipe that empties directly in front of our culvert. These factors have accelerated erosion around the culvert, and contributed significantly to the demise of our driveway. Other factors that would need clarification, but may have contributed to the erosion over time are: the year that the runoff pathway was added to Ward Drive; the year the old concrete culvert under Ward Drive was replaced with the current larger metal one; the diversion of any underground springs or addition of any curtain drains funneled into the stream during development upstream. Obviously, the culvert beneath our driveway could not be expected to handle the increased capacity.

We would appreciate a contact from the appropriate city office to assess the damage and make repairs or discuss assistance to rectify this problem. Thank you.

Respectfully Yours,



David E. Sanders
cc: Risk Assessment and Highway Department



Diane K. Sanders

Lewis Wallace
25

EVANS & LEWIS
ATTORNEYS AT LAW
93 GREENWOOD AVENUE
BETHEL, CONNECTICUT 06801

KENNETH M. EVANS
DOUGLAS J. LEWIS
ERIC H. EVANS

TELEPHONE (203) 743-7644
FACSIMILE (203) 797-9921

September 9, 1999

City of Danbury Common Council
City Clerk's Office
Town Hall
155 Deer Hill Avenue
Danbury, CT 06810

Re: 4 Division Street (H15262; 33 Division Street (H15310)
Water and Sewer Bills
Owner: Dominic Ferrante

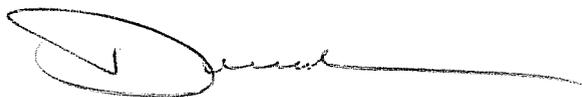
Dear Members of the Common Council:

I represent Mr. Dominic Ferrante who is the owner of the properties as referenced above. In January, 1998, you afforded Mr. Ferrante and I the opportunity to attend your meeting and discuss a problem Mr. Ferrante experienced in his water/sewer bills for the periods 4/96 to 7/96 and 7/96 to 10/96.

At that time Mr. Ferrante had requested a credit to his bills for those periods due to, what we believe was, an inaccurate meter. The suggestion was made, and then implemented, to install a tandem meter to the property, and then to wait and see how the water usage then was reported.

At this time I would like the opportunity to review with the council the water usage for these properties, and to again petition for a credit for the periods in question. By means of a copy of this letter to Mr. William J. Buckley, Jr. and Mr. Lewis J. Wallace, Jr., I am requesting a copy of the City's usage records for the periods 7/97 to date. Thank you.

Very truly yours,



Douglas J. Lewis

cc: Lewis J. Wallace, Jr.
William J. Buckley, Jr., P.E.
Dominic Ferrante

25 - Sep



27

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

September 22, 1999

PLEASE REPLY TO:

DANBURY, CT 06810

Hon. Mayor Gene F. Eriquez
Hon. Members of the Common Council
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: September Agenda – Item No. 25
Halas Farm Request

Dear Mayor and Council:

This office has reviewed the request by Michael J. Halas to maintain a parcel of City owned property at 28 Pembroke Road opposite the FCI on Route 37. We have also received and reviewed Bob Ryerson's positive recommendation toward the proposal.

In the event you decide to allow a private party to utilize City owned property, it is our suggestion that the parties execute a "revocable license", wherein Halas would agree to indemnify and hold harmless the City of Danbury, and would provide insurance coverage sufficient to protect the City during the time Halas' uses this property. The City's Risk Manager will be able to determine what coverage is adequate. Assuming the petitioner is also agreeable to such a license, we will prepare the license agreement as soon as, and in the event you approve the request.

In the event you have any questions in the meantime, please do not hesitate to call.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

c: Eric L. Gottschalk, Corporation Counsel
Robert Ryerson, Director of Parks & Recreation

llp/halas



25 - Sept

**CITY OF DANBURY
PARKS & RECREATION DEPARTMENT**

HATTERS COMMUNITY PARK
7 EAST HAYESTOWN ROAD
DANBURY, CONNECTICUT 06811

ROBERT G. RYERSON, DIRECTOR
TEL. (203) 797-4632
FAX (203) 797-4634

M E M O R A N D U M

TO: Danbury Common Council
FROM: Robert G. Ryerson, Director of Parks & Recreation
DATE: September 14, 1999
RE: Item 25, September Agenda – Halas Family Request

I would recommend the favorable approval of Michael Halas' request to beautify the corner of Barnum Road and Pembroke Road as he has outlined in the letter to Mayor Eriquez.

The signage should be consistent with the Adopt-A-Street/Adopt-A-Park signs throughout the city. I will have Mr. Robert Gentry, who heads the Adopt-A-Street/Park program, contact Mr. Halas about the signage.

Cc; Mayor Eriquez
City Clerk

27- Sept

28



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

DANBURY, CT 06810

September 22, 1999

Honorable Mayor Gene F. Eriquez
Honorable Members of the Common Council
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: September Agenda Item #27
Stadley Rough Road - Road Widening Parcels
Conveyance to City

Dear Mayor and Common Council Members:

Please accept this letter in response to your request for a report concerning the above- referenced item. This matter comes before the Common Council in the form of a request for City acceptance of road widening strips designated as Parcels "X," "Y" and "Z" on the map submitted by the petitioner. These parcels are offered to the City in accordance with a requirement of final subdivision approval, pursuant to the provisions of the Subdivision Regulations of the City of Danbury.

Specifically, Subsection B.5. of Chapter 4 of the Regulations provides that:

Where a proposed subdivision abuts an existing street that does not comply with the right-of-way width requirement, the commission shall require the dedication of half (1/2) of the right-of-way deficit along with all necessary rights to grade as determined by the City Engineer for future road widening. Prior to final approval, the owner shall offer said parcel to the Common Council for acceptance.

Once you have obtained a report from the Acting City Engineer, the decision to accept or reject the offer of these road-widening parcels will be within the discretion of the Common Council. Acceptance of these strips when offered, has, however, been the general rule to be followed unless some unusual condition exists.

In order to comply with the technical requirements of state law, the Common Council should forward a copy of the request to the Planning Commission for a report prior to approval.

If you have any additional questions, please feel free to contact me.

Sincerely,

Eric L. Gottschalk
Corporation Counsel

ELG:msm

cc: Patricia A. Ellsworth, Acting City Engineer



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT

(203) 797-4641

FAX (203) 796-1586

PATRICIA A. ELLSWORTH, P.E.

ACTING CITY ENGINEER

September 23, 1999

Gene F. Eriquez, Mayor
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Eriquez and Common Council Members:

Conveyance to City – Road Widening Parcels
Render's Farm Subdivision
Stadley Rough Road

I have received a copy of Corporation Counsel Eric L. Gottschalk's September 22, 1999 letter to you relative to the August 24, 1999 request by Attorney Paul N. Jaber that the City accept the above noted road widening parcels. In his letter he notes that a report from my office should be obtained. Although this item was not referred to me at the September 8, 1999 Common Council meeting (reference Item 27 of the meeting minutes), I have reviewed the plan showing the road widening parcels.

It is my recommendation that these road widening parcels be accepted by the City.

If you have any questions, please feel free to give me a call.

Very truly yours,

Patricia A. Ellsworth, P.E.

Acting City Engineer

C: William Buckley, Jr., P.E.

Frank Cavagna

Eric L. Gottschalk, Esq.

Paul N. Jaber, Esq.

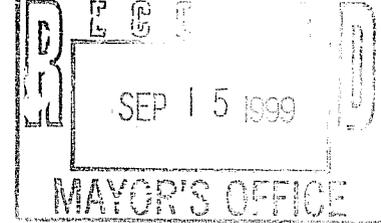




CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810



29

WATER, SEWER, RECYCLING &
SOLID WASTE DEPARTMENTS
(202) 797-4539
FAX: (203) 796-1590

WILLIAM J. BUCKLEY JR., P.E.
SUPERINTENDENT OF PUBLIC UTILITIES

M E M O R A N D U M

DATE: September 14, 1999
TO: Mayor Gene E. Eriquez
FROM: William J. Buckley, Jr., Superintendent
RE: 15 Great Plain Road
CC: Rick Gottschalk, Dominic Setaro, Warren Platz, Bill Coffey

During the week of September 6, 1999 we observed a water break in the vicinity of 15 Great Plain Road. Our inspector advised the homeowner at that location that the break was on their service line. The homeowner then hired Pembroke Pumping Services of 45 Beaver Brook Road, Danbury, CT to make the repair. During the attempted repair it was determined that the break was not the service line belonging to the homeowner but an abandoned line. We cannot determine who owned the old service line since it was cut off in the street and broke at about the center.

I advised Pembroke Pumping at the time not to bill the property owner, since I did not think that would be fair, and to turn the bill over to me. Attached you will find Invoice # 151, dated 9/9/1999 from Pembroke Pumping in an amount of \$807.00. On the invoice there is a detailed list of the time and material involved in making the repair and I would ask that, if you agree, that you forward this to the Common Council for their approval of payment.

Enclosure
WJB:sm
sm/c:/wjbword/15grplain.doc



PEMBROKE PUMPING SERVICES

Invoice

45 Beaver Brook Rd
Danbury, CT 06810

DATE	INVOICE #
9/9/1999	151

BILL TO
City Of Danbury 155 Deer Hill Ave Danbury, CT 06810 Attn: Water Department

CITY OF DANBURY
PUBLIC UTILITIES
SEP 14 1999
Discard Date _____
Permanent _____
File Code _____

P.O. NO.	TERMS	PROJECT
Water	Net 30	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Labor and material to repair broken water line at 15 Great Plain Rd		
8	labor 2 men 10:30-2:30	50.00	400.00
4	Backhoe machine time	75.00	300.00
1	Jackhammer	75.00	75.00
2	3/4" stone 2 ton	16.00	32.00
		Total	\$807.00



30

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

M E M O R A N D U M

To: Hon. Gene F. Eriquez via the Common Council
From: Dominic A. Setaro, Jr., Director of Finance
Date: September 24, 1999
Re: **ITEM #28-COMMON COUNCIL MEETING-SEPTEMBER 8, 1999**
CC: William Buckley **CERTIFICATION #10**

Regarding the recommendation of William Buckley and myself to pay Mr. Francis Kieras \$598 (1/2 of the actual cost), I hereby certify the availability of funds to be transferred from the Contingency to the Highway Department line item, "Equipment Not Classified", Account #02-03-110-069500.

Balance of Contingency	\$301,271
Less pending request	20,000
Less this request	<u>598</u>
Balance	\$280,673

Dominic A. Setaro, Jr.

DAS/jgb



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

WATER, SEWER, RECYCLING &
SOLID WASTE DEPARTMENTS
(203) 797-4539
FAX: (203) 796-1590

WILLIAM J. BUCKLEY JR., P.E.
SUPERINTENDENT OF PUBLIC UTILITIES

M E M O R A N D U M

DATE: September 23, 1999

TO: Christopher Setaro, President Common Council

FROM: *W. Buckley Jr.*
William J. Buckley, Jr., Acting Director of Public Works
D. Setaro
Dominic Setaro, Director of Finance

RE: Item #28 – Common Council Meeting – September 8, 1999

At the September 8, 1999 meeting the above referenced matter was referred to us for a report. In the way of background we submit the following:

Back in the early 1980's the Public Works Department, in order to elevate a flooding problem on McDermott Street, constructed a storm sewer catch basin on McDermott and tied it directly into a sanitary sewer. The sanitary sewer, and the storm sewer catch basin, was located approximately a third of a way down McDermott Street just opposite Prospect Street. The sanitary sewer line traveled from McDermott directly to Sheridan through the backyards and directly adjacent to the home of Mr. Francis Kieras, the person who wrote you the letter relative to the above referenced matter. The tying in of the catch basin to the storm sewer caused the storm sewer to become flooded and on a number of occasions' sewage backed up into Mr. Kieras' house. In an attempt to resolve this matter, we negotiated for an easement on a number of properties, including Mr. Kieras', so that we could tie a separate storm sewer line from McDermott down to Sheridan where Mr. Kieras' house is located. This would eliminate the discharge of storm sewer water into the sanitary sewer, and would eliminate the back up of sewage into Mr. Kieras' house.

The process of requiring an easement took some time and the easements were acquired around 1990. During this time, we have asked the Highway Department to diligently keep the catch basin, which was installed on McDermott, clean of leaves and debris which were one of the causes of the back up of the sanitary sewer, causing



blockage in the sewer as it flowed from McDermott down to Sheridan. This has helped considerably and has resulted in elimination of the major problems that we were experiencing in the 1980's. Unfortunately, the storm sewer piping still has not been installed between McDermott and Sheridan. This is the main objective of the Public Works Department at this time. We are hopeful that with the passage of Vision 21, that this project will be accomplished and completed next year.

Upon review of Mr. Kieras' request, I note that he is looking for the City to give him "some relief" regarding the cost. Keep in mind that should the Kieras' home flood the City's insurance would have to cover that expense since it was the City's action that directly caused this condition. Considering that we would be unable to complete this project, at its earliest, until next year, I would recommend that you consider and authorize us to split the cost of this installation with Mr. Kieras. That would seem reasonable and appropriate, and in the City's best interest. Please find attached the certification of funds. The actual cost of the installation is \$1,195.00 (see attached invoice) and Mr. Kieras has agreed to a 50/50 split.

Enclosure
WJB:sm
sm/c/wjbword/kieras.doc

FROM: FRAN KIERAS CONSTABLE

PHONE NO. :

Sep. 22 1999 10:24AM P2

statement

**PEMBROKE
PUMPING SERVICES, INC.**
48 Beaver Brook Road
DANBURY, CONNECTICUT 06810

DATE	August 30, 1999
ACCOUNT NUMBER	
Repair	

(203) 790-8975 746-1424

Mr. Fran Kieras
74 Sheridan Street
Danbury, CT 06810

Ic

AMOUNT ENCLOSED \$

RETURN THIS PORTION WITH PAYMENT

AMOUNT		
8/30/99	Labor and material to install back flow valve and riser according to proposal dated 7/29/99	\$1,195.00

OFFICIAL CHECK

758607206

Sep 22 1999

PEMBROKE PUMPING SERVICES, INC. 48 BEAVER BROOK ROAD DANBURY, CT 06810

UNION SAVINGS BANK

ONE THOUSAND ONE HUNDRED NINETY FIVE AND 00/100 *****

DRAWER UNION SAVINGS BANK

Walter B. America
SIGNATURE

⑈099248⑈ ⑈102003918⑈ 68000758647836⑈

THIS CHECK IS VOID UNLESS IT IS SIGNED BY THE PERSONAL CASHIER OR BY BOTH CASHIERS TO THE CHECK FOR THE FULL AMOUNT.

Denise Weber
113 Padanaram Road
Danbury, Ct. 06811
203-778-9028
September 7, 1999

Public Works Dept.
Newtown Road
Danbury, Ct 06810

To Whom This May Concern:

I sure hope someone from your dept., can direct me on who to talk with my problem. I live on 113 Padanaram Road, right above my house is a RIGHT OF WAY Road for the City of Danbury. On this "RIGHT OF WAY" is a water valve that feeds the reservoir on our road.

The problem is that person that owns the house above us (115 Padanaram Road) has taken over the CITY road and claimed as his own. BLOCKING this "CITY RIGHT OF WAY" road are at least 4 abandoned vehicles, 2 small bulldozers, 1 mobile trailer, stacks rotted wood, rotted fencing, tires, and numerous other things. My neighbors and I concerned not only for our children but also for the way it looks and what kind of animals it's attracting onto the property. This nightmare has gone on for about 5 years and now the people of Padanaram Road are fed up and want some action.

Please advise me on whom I can talk to or how I can handle this problem. I have talked with many people from the Administrative Department but so far, nothing has been done. This matter cannot wait any longer, yesterday parts of the wall above came down- thank goodness, my kids were inside or else someone would of really gotten hurt. Please forward this letter if need be, I need to take care of this problem a.s.a.p.

I would appreciate any help you could give me in this matter.

Thank you,

Denise Weber
Denise Weber

cc: D.W.

Mayor of Danbury

City Clerk

Health Dept.

Zoning Dept.

Copier Analysis
Minolta vs. Xerox

Total Cost of Base Contract (by year)	Minolta	Xerox	Variance
Year One	\$270,000	\$408,000	(\$138,000)
Year Two	\$349,956	\$408,000	(\$58,044)
Year Three	\$371,424	\$408,000	(\$36,576)
Year Four	\$395,004	\$408,000	(\$12,996)
Year Five	\$395,004	\$408,000	(\$12,996)
Months 59 and 60	\$65,834	\$0	\$65,834
Total Cost of <u>Base Contract</u> (Volume = 22,000,000, excludes paper & staples)	\$1,847,222	\$2,040,000	(\$192,778)
Overage Rate (s) (refer to attached notes)	.0089/copy = 22,000,001 - 24,000,000 (.0085/copy after 24,000,000)	0.0104/copy Fixed after 22,000,000	(\$0.0015) (\$0.0019)
Billing Method	District Pooling (one price)	District Pooling (one price)	
<u>Totally</u> Digital Solution	Yes	No	
Service Support	Full Time Technician on Site	4 Hour Response Time (Average Response 4 hrs.)	
Training	Continous/as required	Continous/as required	
Supplies	Everything except paper & staples	Everything except paper & staples	
Color Units Provided	Yes - 2	No	
Partnership Factors & Donations	75 Laser printers 1 Color printer 12 Digital cameras Will work w/ faculty to devise a term project each semester winner will receive a digital camera 2 Runners up will receive plaques	\$1,000 annual scholarship Field Trips to various sites Career orientation workshops School to Career Program to certify students to be DocuTech and Doculink technicians (see notes on previous donations)	
Product used in School Systems	Yes (See notes attached)	Yes	

Copier Analysis
Minolta vs. Xerox

Equipment provided under lease agreement:	Minolta	Xerox
	28	Dialta 350 digital copier/printers
	21	Dialta 520 digital copier/printers
	1	Minolta MicroPress Server connected to
	3	Dialta 620 Copier/printers
	2	Color Copier/printers
	55	Totally Digital & Networked
		DC 332 SX
		DC 332 S
		Docu Link (5690)
		DC 332
		DC 255 ST
		DC 332 C3
		DC 265 ST
		DC332 SF
		2
		18
		1
		4
		18
		2
		1
		1
		47

Note: the Micro Press makes up 4 units.

Notes:

Minolta is offering a totally Digital Solution and has not changed the configurations they originally proposed. Xerox has reduced their configurations with each revision and is not a totally digital solution .

Minolta will have a ratcheted overage charge based on volume.

Their overage of .0089 is the maximum overage which drops down as our volume goes up. I'm awaiting this schedule (being approved by their corporate personnel) Xerox increased their overage on the "Final" proposal from .0089 to .0104 and it is a fixed rate.

Special Notes:

Minolta equipment although not installed in many Connecticut Public School Systems under the Minolta name, is installed in several CT. school systems under the Pitney Bowes product name and has been written up in a number of commercial consumer journals as very reliable equipt.

Recognizing the Micro Press makes up 4 units, Minolta still offers another 4 add'l units over Xerox.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Danbury Public Schools are looking to replace existing school copiers with Minolta Multi-Functional Digital Copier Systems in all schools; and

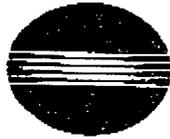
WHEREAS, Minolta Business Systems, Inc. has been selected as the preferred vendor, based on a Request for Proposals issued by the Danbury Public Schools in June 1999; and

WHEREAS, the proposal is for a five (5) year lease with annual payments to Minolta pursuant to a Rental Agreement and payment schedule negotiated by the parties; and

WHEREAS, it is necessary that the City of Danbury, through its Common Council, approve the award and the Agreement in order that the multi year arrangement can be concluded;

NOW, THEREFORE, BE IT RESOLVED THAT THE Superintendent of the Danbury Public Schools be and hereby is authorized to execute a Rental Agreement with Minolta Business Systems, Inc. together with such other requirements and documents as may be necessary pursuant to the requirements of the parties.

SUPPLIER:



MINOLTA BUSINESS SYSTEMS

MASTER AGREEMENT NO.

THIS RENTAL AGREEMENT MAY BE USED AS A MASTER AGREEMENT BETWEEN YOU AND US, AND SHALL GOVERN ANY SCHEDULES, PURCHASE ORDERS OR OTHER INSTRUMENTS ("SCHEDULES") NOW OR HEREAFTER SIGNED BY YOU AND US WHICH REFER TO THIS RENTAL AGREEMENT.

EACH SCHEDULE IN ADDITION TO ANY SPECIAL PROVISIONS IN THE SCHEDULE SHALL BE SUBJECT TO ALL OF THE REPRESENTATIONS, COVENANTS, TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT.

TO THE EXTENT OF ANY CONFLICT BETWEEN THE REPRESENTATIONS, COVENANTS, TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT AND SCHEDULE, THIS RENTAL AGREEMENT SHALL GOVERN.

TERMS AND CONDITIONS

The words YOU and YOUR mean the user of the Equipment. The words WE, US, and OUR refer to the owner of the Equipment.

1. RENTAL AGREEMENT ("AGREEMENT"): We agree to rent to you and you agree to rent from us the Equipment listed on the attached Schedule(s). You promise to pay us the Monthly Minimum Rental ("MMR") shown on the attached Schedule(s), plus the Excess Copy Charge ("ECC") shown on the attached Schedule(s), on copies in excess of the Monthly Copy Allowance ("MCA"). If in any month you make fewer copies than the MCA, you cannot carry over a credit to any other month and are obligated to pay the MMR. You authorize us to insert on the Schedule(s) serial numbers of Equipment when we so determine them. The parties intend this Agreement and the attached Schedule(s) to be a finance lease under Article 2A of the Uniform Commercial Code.

2. TERM AND RENT: The Agreement and corresponding Schedule(s) shall commence on the day that any of the Equipment is delivered to you ("The Commencement Date"). The MMR shall be payable in advance, in the amounts and for the initial term provided on the attached Schedule(s), commencing on the Commencement Date. ECC shall be payable monthly in arrears, as billed. You agree to provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by us. If meter readings are not received in a timely manner, charges may be estimated by us. YOUR OBLIGATION TO PAY THE MINIMUM MONTHLY RENTAL AND OTHER SUMS AND ALL OTHER OBLIGATIONS HEREUNDER SHALL BE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO AN ABATEMENT, SET-OFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY CLAIM THAT YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR EQUIPMENT MANUFACTURER. This Agreement and the attached Schedule(s) are NON CANCELABLE.

3. USE, MAINTENANCE, REPAIR, AND WARRANTIES: We agree to provide Equipment maintenance, during normal business hours, and to provide inspections, adjustments, parts, replacements, drums, developer, toner, and cleaning material required for the proper operation of the Equipment as determined by us. Paper, staples, and/or other copying substances must be separately purchased by you from us or other suppliers at the then current prices. You agree to pay us our then published rates for any repairs requested by you to be performed outside your normal business hours or caused by your negligence or operation of the Equipment not in accordance with accepted procedures established by the manufacturer or us. You agree to provide suitable space and electrical services for the operation of the Equipment as recommended by the manufacturer or us. All parts replaced or installed in the Equipment remain our property. Except for the above maintenance obligation, we are renting the Equipment to you "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT AND THE ATTACHED SCHEDULE(S). We transfer to you for the term of this Agreement and any Schedule(s) all warranties, if any, made by the manufacturer. We are not liable for any modification or rescission of manufacturer warranties. You agree to continue making payments to us under this Agreement and any Schedule(s) regardless of any claims you may have against the manufacturer.

4. ADDITIONAL COVENANTS AND REPRESENTATIONS: You represent, warrant and covenant that (i) you are a state or fully constituted political subdivision or agency thereof; (ii) the execution, delivery and performance by you of this Agreement and any Schedule(s) has been authorized by all necessary acts on your part; (iii) this Agreement and the attached Schedule(s) constitute a legal, valid and binding obligation on you enforceable in accordance with its terms and does not violate any city/town/district, county or state statute, rule, regulation, or other governmental provision; (iv) you will do or cause to be done all things necessary to preserve and keep this Agreement in full force and effect; (v) you have complied with all bidding, hearing and other requirements under all applicable laws, rules and regulations where necessary and by due notification presented this Agreement for approval and adoption as a valid obligation on your part; (vi) you have sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period; (vii) you will be the only entity to own, use and operate the Equipment during the term of this Agreement and any Schedule(s); and (viii) it is your intent to make all payments provided for herein for the full term of this Agreement and any Schedule(s), if funds are legally available. Therefore and in that regard you represent that the need and use of the Equipment is immediate and essential to your proper, efficient and economic operation, which need and uses are not temporary or expected to diminish in the foreseeable future.

5. NON-APPROPRIATION OF FUNDS: In the event no funds are appropriated or are otherwise unavailable in any fiscal period for lease payments due under any Schedule(s), you will immediately notify us of such occurrence and this Agreement and any Schedule(s) shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to you of any kind except for Lease Payments for which funds were appropriated. You agree to return the Equipment to us in compliance with Section 6 of this Agreement. Notwithstanding the foregoing, you agree (i) that you will not cancel this Agreement or any Schedule(s) under the provisions of the section if any funds are appropriated by you or to you for the acquisition, retention or operation of the Equipment or other equipment similar to the Equipment for the then current fiscal period or the next succeeding fiscal period and (ii) that you will not during the initial term (initial, renewal and extended thereof, or for the longest period allowable by law), give priority in the application of funds to any other functionally similar equipment. Upon such non-appropriation of funds, you will provide, upon our request, your counsel's legal opinion confirming the non-appropriation and providing sufficient proof thereof. This section shall survive the termination of this Agreement.

THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE ARE MADE A PART HEREOF.

FULL LEGAL NAME OF USER

BY X

AUTHORIZED SIGNER

TITLE

PRINT NAME

PHONE NO.

DATE

BILLING ADDRESS

CITY

STATE

ZIP

63 Beaver Brook Road
Danbury, CT 06810

MAJOR ACCOUNT MUNICIPAL MASTER COST PER COPY RENTAL AGREEMENT

MAJOR ACCOUNT MASTER STEP COST PER COPY SCHEDULE ADDENDUM A

The excess copy charges for black and white copies and prints are billed twice yearly. The copy meters will be read every six months and the six-month copy overage charge will be billed as follows:

Copy 11,000,000 to 12,000,000	@ \$0.0089 each
Copy 12,000,001 to 15,000,000	@ \$0.0085 each
Copy 15,000,001 plus	@ \$0.00825 each

The excess copy charge for full color copies and prints will also be billed twice yearly. The copy meters will be read the same time as the black and white meters and the six-month overage charge will be billed as follows:

Copy 25,001 plus	@ \$.18 each
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DANBURY PUBLIC SCHOOLS
63 Beaver Brook Road
Danbury, Connecticut 06810
E-Mail: torokj@danbury.k12.ct.us
Telephone: (203) 797-4703
Fax: (203) 790-2875

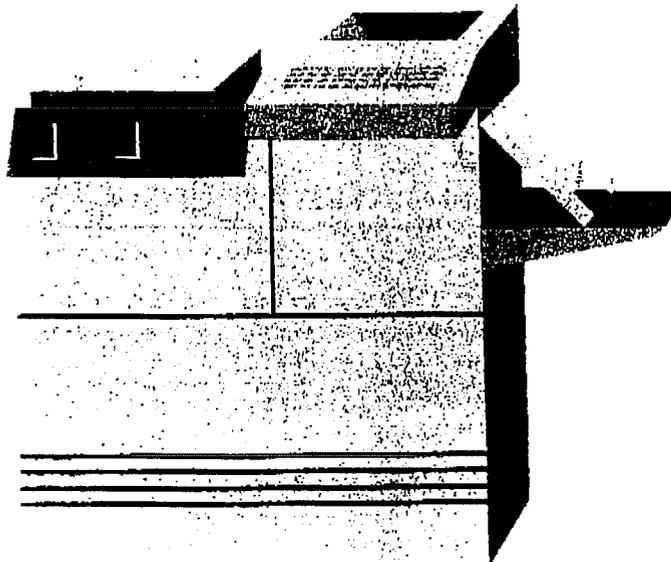
John Torok, Jr.
Director of Finance
and Support Services

TO: RFP Vendors for Full Digital Multifunctional Devices

RE: Pre-RFP Meeting

Date: June 16, 1999

We will hold a Pre-RFP meeting on Monday June 21, 1999 at 2 PM, in the Board Room at the Danbury Public Schools - Beaver Brook Administrative Center, 63 Beaver Brook Road, Danbury, Connecticut. This meeting is not mandatory, however it is recommended all vendors interested in this RFP attend. Valuable information will be communicated.



Danbury Public Schools
63 Beaver Brook Road
Danbury, Connecticut 06810
203-797-4703

REQUEST FOR PROPOSAL ON DISTRICT WIDE

FULL DIGITAL
MULTIFUNCTIONAL DEVICES

(Equipment, Service, Supplies & Training)

DUE DATE:

DAY, JUNE 25, 1999.

TIME: 2:00PM.

NO Exceptions

Section 1.

General Requirements & Conditions.

1.1 Proposals submitted will be accepted in accordance with the notice provided to all bidders. The person, firm or corporation making such proposal shall submit it in a sealed envelope specified: **(3) – Copies.** The envelope or package containing the proposal must be clearly labeled on the face thereof with the name of the person, firm or corporation making such proposal, the date of its proposal submission and the title: " Multifunctional Digital Devices RFP."

1.2 Proposal Submission:

Proposals are to be submitted in TRIPLICATE sealed in the envelope and addressed as follows:

Director of Finance
Danbury Public Schools
63 Beaver Brook Road
Danbury, Connecticut 06810

Title: " Multifunctional Digital Devices"

1.3 Tax Exempt:

The Danbury Public Schools are exempt from the payment of taxes imposed by the Federal and/or State and/or Municipal tax Exemption certificates, if required, will be furnished on forms provided by the vendors.

1.4 Term of Contract:

The term of the contract between the vendor and Danbury Public Schools shall be Five (5) years effective July 1, 1999. equipment, service, supplies and training will expire or be coterminous with the term. All prices quoted must be FIXED for entire duration of the term. The monthly copies and/or copy allowance in the prices quote would be only reconciled on an annual basis. All proposals shall be submitted on the "Pricing Form" contained in this specification package.

1.5 Criteria for Award:

- Award will not be based solely on price. Equipment service, reliability, functionality and the partnership factor will be strongly considered.
- All Vendors are requested to propose on all items in its entirety. The Board of Education reserves the right to make award as a total award in its entirety.
- The Board of Education reserves the right to reject any or all proposals, and waive any requirements or irregularities or parts thereof, if in the judgement of the Board, such rejection is in the best interest of the school district.
- The Board of Education reserves the right to waive an informality or technicality with a specific proposal
- All decisions as to the quality of equipment, services, supplies and training shall be made by the Board of Education and such decision shall be final. On submission of the recommendation/proposal, the Vendors/Bidders shall waive the right to protest on the final decision.
- All Vendors are recommended to submit proposals based on " Full Digital Multifunctional Devices".

1.6 Pre-Request for Proposal Vendor Meeting:

A Pre-Request for Proposal Vendor Meeting will be held on Monday June 21, 1999 at 10:00 AM in the Board Room at Danbury Public Schools, 63 Beaver Brook Road, Danbury, CT 06810. Attendance is not mandatory but is highly recommended.

S/B 2:00 P

Section 2.

Background.

In the past two (2) years, Danbury Public Schools has identified and developed a technology design to lay the foundation for applications that support the District's short-term and long-term educational, administrative, and operational activities. Through a disciplined, detail-oriented process, the district is on an ongoing implementation schedule of its infrastructure design which offers the following benefits. In order to implement the design, this request for proposal incorporates "Full Duty Multifunctional Devices" that are ready to copy, fax, print, scan to increase efficiency, productivity, and functionality. The following are the benefits of the technology design incorporating today's requirements as well as looking ahead.

Educational benefits:

- Cognitive learning skills developed through programs that use educational software, electronic libraries, PC-based simulations and experiments and Internet resources.
- Opportunities for members of the community to use the network and computing and printing resources to develop new skills. With a well-trained school district, the community will have additional opportunities and a competitive advantage for personal and professional growth.

Administrative benefits:

- Management efficiency and process improvements for information and document management. This is accomplished through applications that address student records, electronic student portfolio's, official communications, printing, faxing, and computing requirements.
- Productivity enhancements, cost saving programs, and "Best in Class" practices that administrators learn about using electronic mail and the Internet to communicate with their peers within the district and throughout the country.

Operational benefits:

- Higher levels of service for all network users by implementing network and application standards, network management policies and procedures. This will reduce network support costs.
- Through the use of the network capabilities, centralize digital printing would support the reduction of costs and further enhance district wide productivity.

To help the district realize the full benefits of a network infrastructure, the goal is to design a printing strategy that supports current and future networks and addresses the ever changing educational software applications.

Section 3.

PROPOSALS.

- The district is seeking proposals to replacing its "fleet" of analog copying machines with fully digital multifunctional devices throughout the district. Prices are being requested for the district for leasing, service, supplies (except staples, binding tapes & paper) and training of these devices on a five (5) year term. All prices shall be **FIXED** for the entire term starting July 1, 1999. It is highly recommended that all vendors follow the proposal format and be clear, concise and legible to conform as per the request by the Board of Education.
- The district wide analog copier inventory is listed in the Exhibit A – "Current Equipment Listing"
- The district desires proposals which include either return or pickup of the current equipment listed in Appendix B until and until communicated otherwise and the buyout amount (equipment only) of current leases from July 1, 1999 to November 30, 1999. The buyout amount of the current equipment is listed in the Exhibit A.
- All vendors must submit a proposal for a term of 60 Months which shall be **FIXED** for the entire term. The cost must include all equipment, service, supplies (except staples, binding tapes & paper), lease buyouts, delivery and installation, training (minimum of 2 sessions per device). The pricing in the proposal should read as "ONE COST PER COPY" for the entire district and the "MINIMUM COPY ALLOWANCE" and the "EXCESS COPY CHARGE".
 - "Annual Minimum Copy Allowance per school year: = 24,000,000 copies"
 - "Annual Maximum Copy Allowance per school year: = 26,000,000 copies"
- Vendors must recommend solutions based on the equipment specifications on the "Full Digital Multifunctional Devices" these devices should have the following functionality as a "MINIMUM REQUIREMENT" (Specific details listed in Section 4 "Equipment")
 - Walk up Copying - (all devices)
 - Network Connected - (all devices)
 - Printing Capabilities - (all devices)
 - FAX (Walk-up and LAN Fax) - (in some devices)
 - Scan Services - (in some devices)
- All vendors must submit in writing their warranty and the guarantee on the proposed products and services and network support to implement the recommended solution.

SECTION 4.

EQUIPMENT REQUIREMENTS.

- All listing of the current analog copier and the lease buyout amount (July 1, 1999 – November 30, 1999) are listed in Exhibit A.
- The district is interested in receiving proposals for "**Full Digital Multifunctional Devices**" that is Categorized into FO (4) categories: Please see attached Quantity and Minimum Specification Schedule.
 - CATEGORY A: 30 or better Copies Per Minute
 - CATEGORY B: 60 or better Copies Per Minute
 - CATEGORY C: 120 or better Copies Per Minute
 - CATEGORY D: 9 or better Copies Per Minute -- Full Color Connected Device
- Vendors must include a complete descriptive brochure for each of the equipment categories. A statement of as to durability or overall reliability documents. Also, if any special installation requirements (wiring, ventilation, etc.) are needed.
- Equipment **performance and reliability** is a major concern of district personnel. It should be understood that each vendor must provide a **manufacturer's recommended copy volume per month and the reliability based on number of service calls for the copy volume. In addition, all vendors MUST include in writing their warranty and guarantee replacement of non-performing devices.**
- ~~The Danbury Public Schools reserves the right to alter the composition of the "copier fleet/inventory" if it deems that such change would better meet the needs of the school district.~~
- All vendors are required to submit a sample of their "CPC/ Agreement" and the terms and conditions.
- All replacement digital devices can be proposed as New, Newly Manufactured, and/or Factory Produced New Model. Vendors must offer the same warranty and guarantee as New. Vendors are **NOT** allowed to propose Remanufactured/Refurbished digital devices.
- If quoted materials and/or equipment do not meet the specifications on some or all points, the vendor must outline exceptions in a letter, otherwise, it will be presumed that the vendor/bidder is proposing in accordance to all specifications. Vendor/bidder **MUST** provide in the space outlined the manufacturer and model number of each item quoted.
- All equipment must conform with applicable safety and environmental standards established by Federal, State & Local agencies. The vendor **MUST** provide Material Safety Data Sheet (MSDS sheets) on each of the equipment and supplies quoted.
- ALL FULL DIGITAL MULTIFUNCTIONAL DEVICES **MUST BE** ENERGY STAR APPROVED.

SECTION 4.

EQUIPMENT REQUIREMENTS (Continued....)

MINIMUM REQUIREMENTS

<u>CATEGORY</u>	<u>QTY</u>	<u>COPYING</u>	<u>PRINTING</u>	<u>FAXING</u>	<u>SCANNING</u>
<u>CATEGORY</u> A	28 Units	30 or better CPM Digital Scanner/Feeder 50 sheets Mixed Sized Originals Finisher <u>OR</u> 20 Bin Collating & Stapling up to 50 sheets Bypass tray - 25 sheets 4 paper trays with 3,000 sheets Duplex copying (1:2,2:2,2:1) Paper weight: 16 - 90lb index Envelope tray (up to 20lb) - opt. 400 X 400 dpi resolution Photo mode & Auto. Exposure Variable R/E from 50 - 400% in 1% Max Paper Size 11.0 X 17.0	21 Units 32 MB RAM 2.0 GB HD True Adobe Postscript HP- PCL5e Ethernet - Twisted Pair TCP/IP IPX/SPX Windows NT, 95/98 Micro Soft Office 97	21 Units 14,400 bps CCITT - 3 400X400 dpi 150 Speed dial Network Faxin	21 Units FTP File Transfer TIFF OCR
<u>CATEGORY</u> B	21 Units	60 or better CPM Digital Scanner/Feeder 50 sheets Mixed Sized Originals Finisher <u>OR</u> 20 Bin Collating & Stapling up to 50 sheets Bypass tray - 25 sheets 4 paper trays with 3,000 sheets Duplex copying (1:2,2:2,2:1) Paper weight: 16 - 90lb index 600 X 600 dpi resolution Photo mode & Auto. Exposure Variable R/E from 50 - 400% in 1% Max Paper Size 11.0 X 17.0	21 Units 64 MB RAM 3.0 GB HD True Adobe Postscript HP- PCL5c Ethernet Twisted Pair TCP/IP IPX/SPX Windows NT, 95/98 Micro Soft	NONE	NONE

			Office 97		
CATEGORY C	1 Units	120 or better CPM Digital Scanner/Feeder 100 sheets Finisher /Collating/ Stapling & Thermal Binding Inserts & Covers & Tabs Stapling Up to 70 sheets 3 paper trays with 3,000 sheets Expandable to 5 paper trays Duplex copying (1:2,2:2,2:1) Paper weight: 16 – 100lb index 600 X 600 dpi resolution Photo mode & Auto. Exposure Variable R/E from 50 – 400% in 1% Max Paper Size 11.0 X 17.0	ALL 256 MB RAM (2) - 4.0 GB HD Expand to 9.0 GB 644 MB CD-ROM 20"Color Monitor Keyboard/Mouse Ethernet interface W/(10MB/sec or 100MB/sec) TCP/IP Ether talk IPX/SPX Modem Remote Diagnostic Windows NT, 95/98 Micro Soft Office 97	NONE	ALL 40ppm (black) 600 dpi 100 sheet feeder Scanning Twain & ISIS Bundled software Included
CATEGORY D	1 Units	9 or better CPM – Full Color Auto. Document Feeder – 50 sheets 20 Bin Sorting /Collating 3 paper trays with 750 sheets Manual Duplex (Bypass) Paper weight: 16 – 90lb index 400 X 400 dpi resolution Photo mode & Auto. Exposure Variable R/E from 50 – 400% in 1%	1 Unit 120 MB RAM 6.0 GB HD 400 MHz Postscript Level 2 10-100 Base T Novell IPX/SPX 3x Apple talk / Ether talk TCP/IP SMP LPR Color Calibration	NONE	NONE

Danbury Public Schools
Danbury, Connecticut

Section 5.

PRICING / COST SUBMITTAL FORM.

Name of Person, Firm or Corporation
Submitting the proposal:

Address:

Telephone #:

This is to certify that:

1. The individual, person, or corporation named above is the only one interested in this proposal, and no party has any interest herein.
2. This proposal is submitted without any previous understanding agreement or connection with any other individual, firm or corporation submitting a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
3. The party submitting this proposal has carefully examined the instructions, schedules, appendixes and specification prepared under the direction of the Danbury Board of Education, and will, if awarded contract as a result of this proposal, furnish and deliver at the prices stated herein, all the equipment, lease buyouts, services, supplies, training and other related cost stated for which this proposal is made.
4. The prices listed on the attached documents are exclusive of all Federal, State and Local Taxes.
5. That the individual signing below has reviewed the attached documents and is duly authorized to sign this proposal.

(Authorized Signature)

(Print/ Type Name)

Danbury Public Schools
Danbury, Connecticut

Section 5.

PRICING SUMMARY A-C

COST ANALYSIS.

COST PER COPY*: _____ PER COPY/PRINT

- Includes Minimum: 24,000,000 copies/prints per school year.

Excess Copy Charge: _____ PER COPY/PRINT

- Over & Above Minimum Allowance 24,000,000 copies/prints per school year.

TOTAL COST PER COPY:

- @ 24,000,000 copies/print per school year: _____ PER COPY/PRINT
Total Cost per Fiscal/School Year: \$ _____ PER YEAR
- @ 25,000,000 copies/print per school year: _____ PER COPY/PRINT
Total Cost per Fiscal/School Year: \$ _____ PER YEAR
- @ 26,000,000 copies/print per school year: _____ PER COPY/PRINT
Total Cost per Fiscal/School Year: \$ _____ PER YEAR

* The Cost per Copy/Print MUST include:
A Lease Buyout of: \$ 86,856.25

Section 6.

PRICING SUMMARY D

COST ANALYSIS.

COST PER COPY*: _____ **PER COLOR COPY/PRINT** _____
PER BLACK&WHITE COPY/PRINT

- **Includes Minimum:** 120,000 color copies/prints per school year.
12,000 black & white copy/prints per school year.

Excess Copy Charge: _____ **PER COLOR COPY/PRINT**
_____ **PER BLACK&WHITE COPY/PRINT**

- **Over & Above Minimum Allowance** 120,000 color and 12,000 black & white copies/prints per school year.

TOTAL COST PER COPY :

**Danbury Public Schools
63 Beaver Brook Road
Danbury, Connecticut 06810
(203) 797-4703**

**Amendment
To
Full Digital Multi Functional Devices
(Equipment, Supplies, Service & Training)
Request for Proposal**

****Only those parties who submitted a timely RFP the first time can submit an amended proposal.***

**Due Date:
Friday July 23, 1999
Time: 12:00 Noon**

Danbury Public Schools Full Digital Multifunctional Devices RFP Amendment

This amendment modifies the previous RFP as follows:

Only those parties who submitted a timely RFP the first time can submit an amended proposal.

COST:

The annual cost of equipment, supplies, service, training and excess copies, can not exceed the following budget guideline for year one (current year) \$270,000. (9/1/99 to 6/30/00)

Change the "Pay Off" Value to \$79,000 from the previous figure of \$86,856

IMPLEMENTATION:

We continue to seek a "Full Digital Solution" but in a more economic and cost effective approach over the five year period, guided by the above financial constraints. Assume 20 million impressions over a ten month period (Sept. to June)

We continue to require two color copiers, one at the High School and the second color unit at the Beaver Brook Administrative Center. Assume a total of 5,000 color copies per month or 50,000 color copies annually with regard to minimum color copies per annum.

We continue to feel strongly about our High School (District) copy center being able to produce electronic student portfolio's, being able to perform commercial printing work that we currently send to outside vendors, having scanning, faxing and color capabilities. Scanning, faxing and copying on a single platform device is preferable.

All units must be installed in-place and fully operational by no later than Friday, August 27, 1999.

Assume No scanning & Faxing features on other equipment outside of the HS copy center, at this time. (Except HS copy center)

Everything else remains the same in the original RFP.

The Partnership concept is still very much a requirement.

If you require a copy of the original RFP please contact Pat Zeiss at (203) 797-4719.

DANBURY PUBLIC SCHOOLS
63 Beaver Brook Road
Danbury, Connecticut 06810
E-Mail: torokj@danbury.k12.ct.us
Telephone: (203) 797-4703
Fax: (203) 790-2875

John Torok, Jr.
Director of Finance
and Support Services

Via Fax

TO: Minolta Business Systems, Inc.
Attention: Tina Kelly

RE: Letter of intent for Digital Multifunctional Devices Contract

Date: August 24, 1999

Dear Ms. Kelly:

The purpose of this letter is to confirm our intention to go to contract with Minolta Business Systems, Inc. pursuant to your most recent proposal as outlined below.

It will be a five (5) year contract, blank (boiler plate) copy attached; the contract will include a non appropriations clause.

The base price of the contract is \$ 1,847,222 with a base line volume of 22,000,000 copies annually included. The Overage or excess per copy cost is as follows:

22,000,001 to 24,000,000 = .0089/copy (color = .018/copy above 50,000 copies)
24,000,001 on = .0085/copy

You will provide a dedicated full time service technician on site;

All supplies except paper and staples will be provided under the base contract;
The technician will maintain an inventory of frequently used supplies and no unit will be "Down" for more than two hours.

Training will be provided initially and thereafter as required;

You will provide the following units:
28 Dialta 350 digital copier/printers
21 Dialta 520 digital copier/printers
1 Minolta Micro Press Server
3 Dialta 620 Copier/printers
2 Color Copier/printers

continued next page >>>

Letter of Intent – Minolta Business Systems, Inc., continued

Minolta will donate to the Danbury Public Schools, via it's "Partnership Program with the schools, the following items/services:

75 Pageworks 18L laser printers
12 Dimage Digital Cameras
1 Color Pageworks printer

Minolta will provide a "Buy Out" allowance up to a maximum of \$45,000.

The pricing schedule (base lease) will be as follows:

Months 1 to 10	\$27,000/monthly payment
Months 11 to 22	\$29,163/monthly payment
Months 23 to 34	\$30,952/monthly payment
Months 35 to 46	\$32,917/monthly payment
Months 47 to 58	\$32,917/monthly payment
Months 59 and 60	\$32,917/monthly payment

All other items as discussed and proposed in the final revision RFP.

This is a non-binding letter of intent, the actual consummation of this transaction being subject to and contingent upon the review and approval of the City Corporate Counsel's Office, City Finance Director, Danbury Public Schools Board of Education and the City of Danbury Common Council. Any action taken in reliance on this letter and before the foregoing approvals is at its complete risk and obligation.

Sincerely,

John T. Torok, Jr.
Director of Finance & Support Services

C: Mr. Pinter, Ass't. Corp. Counsel
Mr. Setaro, City Finance Director
Mr. Connors, Schools Superintendent
Mr. Colley, Schools Technology Director
Mr. Rocovich, Minolta Business Systems, Inc.
Mr. Nehls, Minolta Business Systems, Inc.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

September 28, 1999

DANBURY, CT 06810

Hon. Mayor Gene F. Eriquez
Hon. Members of the Common Council
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Lease of 83-85 Balmforth Avenue to CACD for Parking
(Amendment to Present Lease at 75 Balmforth Avenue)

Dear Mayor and Council:

Attached is a proposed Amendment to a lease already approved by you and signed by the parties for property being leased by the City to CACD for their child day care center at 75 Balmforth Avenue.

This Amendment is a lease of a small parcel of land at 83-85 Balmforth to CACD for the purposes of CACD parking cars to be able to access the main CACD site at 75 Balmforth. It is a little over 4200 square feet in size, and has already been approved by the Planning Commission for this purpose. A description and map is attached to the proposed Amendment.

All relevant terms and conditions with respect to the main site will also apply to this site. Kindly consider your approval of this lease amendment at your October meeting. As you know, a two-thirds vote of the entire Council is required for this action.

In the event you have any questions, please do not hesitate to call.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

Attachment

c: Eric L. Gottschalk, Corporation Counsel
Mario RICOZZI, Permit Coordinator
Dominic A. Setaro, Jr., Director of Finance
Randy Skiger, Attorney at Law

llp/83-85

75 BALMFORTH AVENUE
CACD LEASE
JUNE 24, 1999

AMENDMENT TO LEASE

WHEREAS, on June 24, 1999 the parties hereto executed a certain LEASE of the same date for the use of property belonging to the City of Danbury ("LESSOR") at 75 Balmforth Avenue, Danbury, Connecticut by the Community Action Committee of Danbury, Connecticut, Inc. ("LESSEE"):

WHEREAS, the parties are desirous of amending said LEASE:

WITNESSETH

In consideration of the mutual promises contained herein, the parties agree to amend the LEASE
As follows:

THAT, in addition to leasing property located at 75 Balmforth Avenue and which said property is Fully described in "Exhibit A" and "Exhibit B", the parties also agree that the LESSOR shall lease to the LESSEE an additional parcel of property located at 83-85 Balmforth Avenue, which said parcel is more Fully described in "Exhibit C" attached hereto and made a part hereof.

The parties further agree that said "Exhibit C" parcel shall be used by the LESSEE solely for Motor vehicle parking in conjunction with the use of the CACD day care facility at 75 Balmforth Avenue.

In all other respects, the LEASE shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this day of 1999.

CITY OF DANBURY

Gene F. Eriquez, Mayor

COMMUNITY ACTION
COMMITTEE OF DANBURY

Elsie Nicholson, Exec. Director

STATE OF CONNECTICUT)
) ss: Danbury
COUNTY OF FAIRFIELD)

On this the _____ day of _____, 1999, before me, Laszlo L. Pinter, the undersigned officer, personally appeared Gene F. Eriquez, who acknowledged himself to be the Mayor of the City of Danbury, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Laszlo L. Pinter
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss: Danbury
COUNTY OF FAIRFIELD)

On this the _____ day of _____, 1999, before me, _____, the undersigned officer, personally appeared Elsie Nicholson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of the Superior Court
Notary Public

**THE CITY OF DANBURY
BALMFORTH AVENUE and ROWAN STREET**

A certain piece or parcel of land containing 4,235 square feet, more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut and described as follows:

Commencing on an existing iron pipe located at the easterly corner of land herein described, said point being on the westerly street line of Rowan Street, thence running southwesterly along the westerly street line of Rowan Street S. $37^{\circ} 14' 20''$ W. a distance of 49.70 feet to a point at the northeasterly intersection of Balmforth Avenue and Rowan Street, thence running on a curve to the right with a central angle of $107^{\circ} 38' 08''$, a radius of 26.00 feet and a length of curve of 48.84 feet to a point on the easterly street line of Balmforth Avenue, thence running along the easterly street line of Balmforth Avenue N. $35^{\circ} 51' 58''$ W. a distance of 34.42 feet to a point, thence running northeasterly along the southerly boundary line of now or formerly of Booker Connecticut Corporation N. $49^{\circ} 41' 52''$ E. a distance of 66.26 feet to a point, thence running southeasterly along the southerly boundary line of now or formerly of Richard L. Achilles Primary Trust and Mary J. Achilles Primary Trust S. $52^{\circ} 59' 17''$ E. a distance of 52.20 feet to the point or place of beginning.

Bounded:

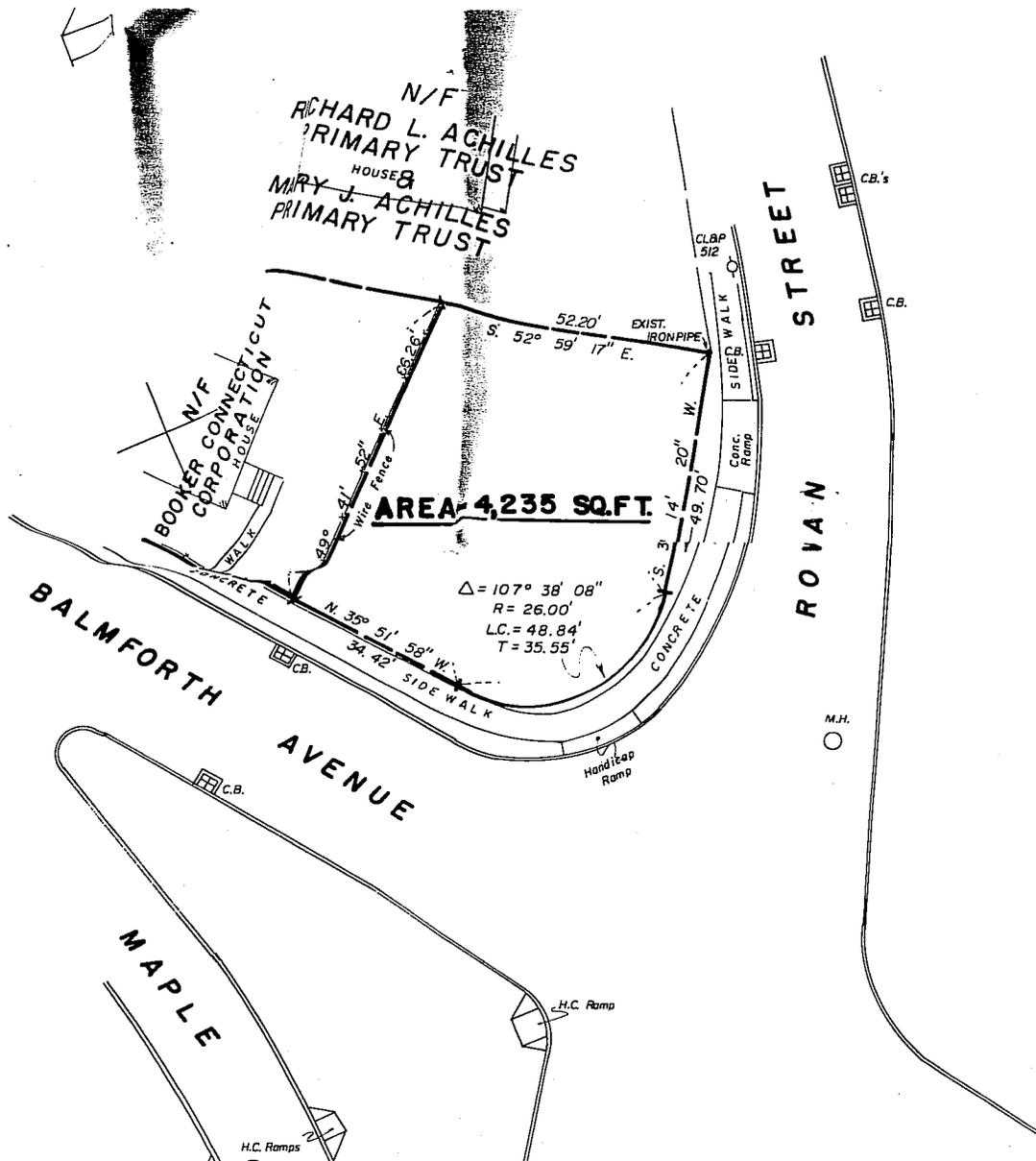
Northerly : By land now or formerly of Booker Connecticut Corporation
and by land now or formerly of Richard L. Achilles Primary
Trust and Mary J. Achilles Primary Trust, each in part.

Easterly : By Rowan Street

Southerly : By Balmforth Avenue and by Rowan Street, each in part.

Westerly : By Balmforth Avenue

For a more particular description reference is made to a map entitled "Map Prepared For The City of Danbury Balmforth Avenue and Rowan St. Danbury, Connecticut Scale 1" = 20' September 24, 1999" certified substantially correct by Ireneo H. Depojado, P.E. & R.L.S. # 12050 and which map is to be filed in the office of the Danbury Land Records.



- NOTES:
1. References made to Map Nos. 4060 and 8057 of the Danbury Land Records.
 2. For Records of ownership please refer to Vol. 1141 Pg. 1006 of the Danbury Land Records.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 5, 1999

Honorable Mayor Gene F. Eriquez
Honorable Members of the Common Council

Re: **Request for Sewer and Water Extension – 13 Lakeside Road**

The Common Council Committee appointed to review the request for sewer and water extension at 13 Lakeside Road met on August 10, 1999 at 6:45 P.M. in Room 432 in City Hall. In attendance were committee members Smith, Coco and Basso. Also in attendance were Superintendent of Public Utilities William Buckley, Attorney Thomas Frizzell, Horst Rosentraeger, and Janine and Terry Goodsell.

Mr. Buckley explained how the request could be handled. There are no water or sewer lines on Lakeside Road near this address. The sewer line is on Juniper Ridge and some homes on Lakeside Road have City water. This request could be granted by upgrading existing services. The City would provide the materials and the labor. The combined cost would be \$15,000 for both water and sewer. If the petitioners wanted only one service the cost would be \$10,000. Mr. Buckley stated that there would be an engineering plan from Lakeside Road to Juniper Ridge Road. The City would want the right to have an easement and this would be part of the approval process. Mr. Buckley said that in addition to the normal eight steps, a ninth step would be needed for the easement and a contract with the City so that City personnel could be allowed onto the property.

Mrs. Basso made a motion to approve the process as stated above.
Seconded by Mr. Coco. Motion carried unanimously.

Respectfully submitted,

MARY M. SMITH, Chairman

JOSEPH COCO

PAULINE BASSO

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COHEN AND WOLF, P. C.
ATTORNEYS AT LAW

HERBERT L. COHEN
(1928-1983)

AUSTIN K. WOLF
MARTIN F. WOLF
RICHARD L. ALBRECHT
JONATHAN S. BOWMAN
IRVING J. KERN
MARTIN J. ALBERT
STEWART I. EDELSTEIN
NEIL R. MARCUS
DAVID L. GROGINS
GRETA E. SOLOMON
ROBIN A. KAHN
RICHARD G. KENT
RICHARD SLAVIN

DANIEL S. NAGEL
RICHARD J. DI MARCO
DAVID B. ZABEL
MARK A. KIRSCH
DAVID M. LEVINE
JOSEPH G. WALSH
DAVID A. BALL
JOCELYN B. HURWITZ
STUART M. KATZ
MONTE E. FRANK
PATRICIA C. SULLIVAN
VINCENT M. MARINO

SPECIAL COUNSEL
G. KENNETH BERNHARD

OF COUNSEL
ROBERT J. ASHKINS
STUART A. EPSTEIN
JACK E. MCGREGOR

1115 BROAD STREET
P. O. BOX 1821
BRIDGEPORT, CONNECTICUT 06601-1821
TELEPHONE (203) 368-0211
FACSIMILE (203) 576-8504

158 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
TELEPHONE (203) 792-2771
FACSIMILE (203) 791-8149

190 MAIN STREET
WESTPORT, CONNECTICUT 06880
TELEPHONE (203) 222-1034

112 PROSPECT STREET
STAMFORD, CONNECTICUT 06904
TELEPHONE (203) 964-9907
FACSIMILE (203) 576-8504

October 5, 1999

PLEASE REPLY TO Danbury
WRITERS DIRECT DIAL: (203) _____

The Honorable Christopher Setaro
President, Danbury Common Council
155 Deer Hill Avenue
Danbury, Connecticut 06810

**Re: Ridgebury Hills (formerly known as Glenwood Acres)
Briar Ridge Road, Danbury, CT**

Dear Mr. Setaro:

This office represents Toll Land XVIII Limited Partnership, the developer of Ridgebury Hills.

By this letter I am requesting that the Common Council modify the terms of its sewer and water extension approval so as to permit the developer to convey the sewer and water improvements in the subdivision to the City of Danbury in phases. The phases would consist of such portions of the improvements as are acceptable to the Engineering and Public Works Departments. This would enable the developer to obtain certificates of occupancy for homes located within the areas in which the water and sewer improvements have been accepted by and conveyed to the City of Danbury.

We would anticipate that the Council's modification of the approval would be conditioned upon the submission of documents that are satisfactory to the Engineering and Public Works Departments and to the Corporation Counsel.

Enclosed for your review is a copy of a letter from Acting City Engineer Patricia A. Ellsworth, which confirms her department's position in this regard. I have been unable to locate a copy of the sewer and water subcommittee's report to the Council regarding the original extension request, but assume that it requires the completion of all sewer and water improvements prior to issuance of certificates of occupancy.

Kindly place this matter on the agenda of tonight's meeting of the Council as an add-on item.

COHEN AND WOLF, P. C.

October 5, 1999
Page 2

Thank you for your consideration of this request.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Robin A. Kahn".

Robin A. Kahn

RAK/mml

Cc: Toll Land XVIII Limited Partnership



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT

(203) 797-4641

FAX (203) 796-1586

PATRICIA A. ELLSWORTH, P.E.

ACTING CITY ENGINEER

October 5, 1999

Gene F. Eriquez, Mayor
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Eriquez and Common Council Members:

Ridgebury Hills (formerly known as Glenwood Acres)
Briar Ridge Road
Sanitary Sewer and Water Main Extensions

This letter is confirming that the Engineering Department and Public Utilities Department of the City of Danbury agree to accept the sanitary sewer and water main extensions within the Ridgebury Hills Subdivision in phases to be agreed upon between our departments and the developer after the departments find the improvements in each phase to be in acceptable conditions, when mapping is acceptable and when the legal documents conveying the improvements are acceptable to the Corporation Counsel.

We have no objection to the Common Council agreeing to the request of Toll Land XVIII Limited Partnership for a modification of the terms and conditions of the Council's grant of approval of the water and sanitary sewer extensions to allow for phased acceptance of the improvements.

If you have any questions, please give me a call.

Very truly yours,

Patricia A. Ellsworth, P.E.

Acting City Engineer

C: William Buckley, Jr., P.E.
Eric L. Gottschalk, Esq.
Robin A. Kahn, Esq.

