

**COMMON COUNCIL MEETING**

**DECEMBER 7, 1999**

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

**PLEDGE OF ALLEGIANCE**

**PRAYER**

**ROLL CALL**

Levy, Scalzo, Abrantes, McAllister, Arconti, Smith, John Esposito,  
Saadi, Buzaid, Dean Esposito, Machado, Shuler, Coco, Pascuzzi,  
Basso, Furtado, Gallagher, Gogliettino, Michael Moore, Martin Moore,  
✓  
Saracino

\_\_\_\_\_ 20 Present \_\_\_\_\_ Absent

**PUBLIC SPEAKING**

\_\_\_\_\_  
**MINUTES** – Minutes of the Common Council Meeting held November 4, 1999 and the Special Common Council Meeting held December 1, 1999

**CONSENT CALENDAR**

\_\_\_\_\_  
1 – RESOLUTION – Elderly Van Grant

\_\_\_\_\_  
2 – RESOLUTION – Children Learn & Play Grant

\_\_\_\_\_  
3 – RESOLUTION – Safe Kids Grant

\_\_\_\_\_  
4 – RESOLUTION – Still River Corridor

\_\_\_\_\_  
5 – COMMUNICATION – Police Pension Boards

\_\_\_\_\_  
6 – COMMUNICATION – Fire Pension Board

\_\_\_\_\_  
7 – COMMUNICATION – Appointment to the Environmental Impact Commission

\_\_\_\_\_  
8 – COMMUNICATION – Appointment to the Environmental Impact Commission

\_\_\_\_\_  
9 – COMMUNICATION – Property Acquisition – Tarrywile Park

Designation

10 – COMMUNICATION – Donations to the Library

---

11 – COMMUNICATION – Donation of rifles to the Police Department

---

12 – COMMUNICATION – Donation from the Truancy Grant of the Danbury School District to the Police Department

---

13 – COMMUNICATION – Donations to the Department of Elderly Services

---

14 – COMMUNICATION – Reappropriation of Donated Funds

---

15 – COMMUNICATION - Transfer of Funds – Parks and Recreation

---

16 – COMMUNICATION – Uninsured Worker's Compensation

---

17 – COMMUNICATION – Excess Septage

---

18 – COMMUNICATION – Habitat for Humanity – Blueberry Lane

---

19 – COMMUNICATION – Down on the Farm

---

20 – COMMUNICATION – Request for Tax Abatement – Fairway Asset Management

---

21 – COMMUNICATION – Hayestown Heights and Rose Lane

---

22 – COMMUNICATION – White Oak Estates – Extension of Utilities

---

23 – COMMUNICATION – Linron Gardens Condominium Association

---

24 – COMMUNICATION – Drainage Problem – Great Plain Road

---

25 – COMMUNICATION – Ye Olde Road

---

26 – COMMUNICATION – Revised LOCIP Application

---

27 – COMMUNICATION – Sanding of Cooper Road

---

28 – COMMUNICATION – Report from Planning Commission regarding

Ford Avenue

---

29 – COMMUNICATION – Reports regarding Tisano Lease

---

30 – COMMUNICATION – Reports regarding blocking of right of way  
Padanaram Road

---

31 – COMMUNICATION – Reports regarding offer to sell land on  
Beckerle Street

---

32 – COMMUNICATION – Reports regarding request City land on  
Rockwood Lane

---

33 – REPORT – Sewer Line Dispute

---

34 – REPORT – Change of Name from Pickett Ridge Road to George  
Hull Hill Road

---

35 – REPORT – Shac Joseph, 60 West Wooster Street

---

36 – REPORT – Sewer Repair Bill at 112 South Street

---

37 – REPORT – Fieldstone Drive – Road Acceptance

---

38 – REPORT – Drainage Problem at 24 Fairlawn Avenue

---

39 – DEPARTMENT REPORTS – Highway Department, Police Chief, Fire  
Chief, Health and Housing, Fire Marshall, Elderly Services,  
Engineering, Public Utilities, Public Buildings

---

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

TO: Mayor Gene Enriquez and Members of the Common Council

Re: Minutes of the Common Council Meeting held December 7, 1999

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

**PRESENT** – Levy, Scalzo, McAllister, Smith, Saadi, Buzaid, Dean Esposito, Machado, Shuler, Coco, Arconti, John Esposito, Abrantes, Pascuzzi, Basso, Furtado, Gallagher, Gogliettino, Michael Moore, Martin Moore

**ABSENT** – Saracino

20 Present – 1 Absent

Mrs. Saracino was working

### **PUBLIC SPEAKING**

Gerald Daly, 30 Main Street – Chairman of Tarrywile Park Authority – spoke in favor of item 9

Allan Hindin, 256 Great Plain Road – spoke on item 24

**MINUTES** – Minutes of the Common Council Meeting held November 4, 1999 and the Special Common Council Meeting held December 1, 1999. Mr. Arconti made a motion that the minutes be adopted as presented and the reading waived 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.

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

2 - Adopt Resolution to apply for and accept a Children Learn and Play Grant from the State of Connecticut in the amount of \$5,323.40

3 - Adopt a Resolution to apply for and accept a Safe Kids Grant from the State of Connecticut in the amount of \$1,500.00

4 - Adopt a Resolution and approve the lease agreement with the State of Connecticut for the Still River Corridor project, pending the recommendation of the Planning Commission

14 – Approve the transfer of funds in the amount of \$485 from the Elderly Services donations account to the Commission on Aging budget

15 – Approve the transfer of funds in the amount of \$25,000 from the Contingency Account to the Parks and Recreation Department Outside Services line item

21 – Receive the report on Hayestown Heights and Rose Lane and approve the recommendation

22 – Approve the phased acceptance of utility extension for White Oak Estates – Pocono Lane

25 – Accept the offer of \$20,000 from Adam Negri to purchase Lots E17059 and E17060 on Ye Olde Road

28 – Receive the report from the Planning Commission regarding the resolution of Storm Drainage Easement on Ford Avenue and approve its recommendation

29 – Receive the report regarding the Tisano Lease and refer the matter to the Aviation Commission and the Airport Administrator

30 – Receive the reports regarding right of way issues at 115 Padanaram Road

31 – Receive Planning Commission report regarding offer to sell land on Beckerle Street to the City of Danbury and take no action

32 – Receive Planning Commission report regarding request to purchase City land on Rockwood Lane and take no action

33 – Receive report regarding the sewer line dispute on Michaud Road and approve the recommendation

35 – Receive report regarding sewer and water bills at 60 West Wooster Street and approve the recommendation

36 – Receive report regarding sewer repair bill at 112 South Street and approve the recommendation

37 – Receive the report regarding the acceptance of Fieldstone Road and approve the recommendation

38 – Receive the report regarding drainage problem at 24 Fairlawn Avenue and approve the recommendation

Mr. Scalzo made a motion to adopt the Consent Calendar as presented. Seconded by Mr. Buzaid. Motion carried unanimously.

1 – **RESOLUTION** – Elderly Van Grant

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Department of Transportation has made available a grant for the purpose of purchasing a van for use by the Department of Elderly Services; and

WHEREAS, the grant period is the federal fiscal year 2000 and the grant is in the amount of \$35,000.00; and

WHEREAS, no local match is required.

NOW, THEREFORE, BE IT RESOLVED THAT, Gene F. Eriquez, Mayor of the City of Danbury is hereby authorized to apply for the said grant and to sign such documents as are necessary to effectuate the purposes hereof.

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

2 – **RESOLUTION** – Children Learn & Play Grant

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Office of the Attorney General of the State of Connecticut has made funds available to not for profit organizations and governmental agencies to encourage recreational activities and learning by children in Connecticut; and

WHEREAS, current research indicates the importance of emergent literacy skills and brain development during the first three years of life; and

WHEREAS, the Danbury Public Library would use these grant funds to initiate a reading program for toddlers 18 to 24 months old and their caregivers for a year; and

WHEREAS, the Danbury Public Library has made application to the Office of the Attorney General of the State of Connecticut for a grant of \$5,323.40 with no local match required;

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

That all prior acts of authorized personnel of the Danbury Public Library and the Mayor of the City of Danbury in making application for said grant are hereby ratified and that the Mayor of the City of Danbury is hereby authorized to accept grant funds in the amount of \$5,323.40 upon approval of the City's application and to do any and all things necessary to effectuate the purposes thereof, provided, however, that any amendments to said application requiring expenditure of City of Danbury funds must receive prior approval by the Common Council.

The Resolution to apply for and accept a Children Learn and Play Grant from the State of Connecticut in the amount of \$5,323.40 was approved on the Consent Calendar.

3 – **RESOLUTION** – Safe Kids Grant

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut has made available a grant in the amount of \$1,500.00 for the Safe Kids Program; and

WHEREAS, this grant, if awarded, will be used to help prevent injuries and to hold a "Family Safety Day" in May, 2000; and

WHEREAS, the grant term is from January 14, 2000 through June 30, 2000; and

WHEREAS, no local match is required.

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury is hereby authorized to apply for the said grant and to sign such documents as are necessary to effectuate the purposes hereof.

The Resolution to apply for and accept a Safe Kids Grant from the State of Connecticut in the amount of \$1,500 was approved on the Consent Calendar.

**4 – RESOLUTION – Still River Corridor**

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury has proposed the creation of a "linear park" in the Still River corridor in Danbury; and

WHEREAS, the State of Connecticut Department of Transportation, together with the State Office of Policy and Management has agreed to lease the City of Danbury 4.03 acres of land for the purposes of this Project; and

WHEREAS, the term of said Lease Agreement is for five (5) years from the date of its execution, together with two (2) additional five year renewal terms; and

WHEREAS, due to State time constraints, the Agreement must be executed by January 1, 2000, and upon Planning Commission approval, the Agreement is deemed approved; and

WHEREAS, there is no rental fee for the base term of this Lease Agreement; and

WHEREAS, it is in the best interests of the City of Danbury to enter into said Lease in order to accomplish the goals of the linear park concept;

NOW, THEREFORE , BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury, be and hereby is authorized to enter into an agreement entitled 'LEASE AGREEMENT BETWEEN STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION AND CITY OF DANBURY STILL RIVER CORRIDOR, CITY OF DANBURY FILE NO. 34-124-10c FEDERAL AID PROJECT NO. N/A" and to execute such other and related documents as may be necessary to accomplish the purposes hereof.

**5 – COMMUNICATION** – Letter from Mayor Eriquez requesting that two members from the City's legislative body be selected to serve as representatives to the Pre/Post '67 Police Pension Board and to the Post '83 Pension Board as required by City ordinances.

Mr. Arconti made a motion that Harry Scalzo be confirmed to serve as the representative to both the Pre/Post '67 Police Pension Board and to the Post '83 Pension Board. Seconded by Mr. Levy. Mayor Eriquez stated that a motion has been made and were there any other nominations. Mr. McAllister moved that the nominations be closed. Seconded by Dean Esposito. Mayor Eriquez stated that there was a motion on the floor to elect Harry Scalzo. He said I'll try your minds. All in favor – 20 opposed – none. Motion carried unanimously.

**6 – COMMUNICATION** – Letter from Mayor Eriquez requesting that a member of the Common Council be selected to serve as a representative on the Fire Pension Board.

Mr. Machado moved to nominate Warren Levy. Seconded by Mr. Furtado. Motion carried with Mr. Pascuzzi abstaining.

**7 – COMMUNICATION** – Letter from Mayor Eriquez requesting the confirmation of Seth Krate to fill a vacancy on the Environmental

Impact Commission for a term to expire December 1, 2000. Mr. Scalzo made a motion to receive the communication and confirm the appointment. Seconded by Dean Esposito. Motion carried unanimously.

8 – **COMMUNICATION** – Letter from Mayor Eriquez requesting the confirmation of the appointment of Christal Loubriel to fill a vacancy on the Environmental Impact Commission for a term to expire December 1, 2001. Mr. Saadi made a motion to receive the communication and confirm the appointment. Seconded by Mr. Shuler. Motion carried unanimously.

9 – **COMMUNICATION** – Letter from Mayor Eriquez requesting that the Common Council designate 100 acres of land acquired from RFC Property as park property to be administered, operated and maintained by the Tarrywile Park Authority pursuant to the provisions of section 13A-50 of the Code of Ordinances.

Dean Esposito made a motion to receive the communication and designate the 100 acres of land acquired from RFC Property as park property to be administered, operated and maintained by the Tarrywile Park Authority. Seconded by Mrs. Abrantes. Motion carried unanimously.

10 – **COMMUNICATION** – Request from Library Director Betsy McDonough for permission to accept donations from Linda Dillon Iribarren in the amount of \$200 and from Annette Vetre in the amount of \$80.00. Mr. Coco made a motion to receive the communication, accept the donations, credit the proper line items and send letters of thanks. Seconded by Mrs. Basso. Motion carried unanimously.

11 – **COMMUNICATION** – Letter from Police Chief Robert Paquette requesting permission to accept the donation of three M-14 rifles from surplus of the United States Army 1033 Program. Mr. McAllister made a motion to receive the communication, accept the donation and send a letter of thanks. Seconded by Mr. Buzaid. Motion carried unanimously.

12 – **COMMUNICATION** – Letter from Police Chief Robert Paquette requesting permission to accept a donation of \$10,000.00 from the Truancy Grant of the Danbury School District to the Police Department's Police-Youth Community Development Grant. Mrs. Abrantes made a motion to receive the communication, accept the donation, and send a letter of thanks. Seconded by Mrs. Basso. Motion carried unanimously.

13 – **COMMUNICATION** – Request from Director of Elderly Services Leo McIlrath requesting permission to accept class donations in the amount of \$403.00 for the month of October and donations in the amount of \$82.50 for use of the Senior Center. Dean Esposito made a motion to receive the communications, accept the donations, credit the proper line items and send letters of thanks. Seconded by Mr. Furtado. Motion carried unanimously.

14 – **COMMUNICATION** – Request from Director of Elderly Services Leo McIlrath for a transfer of funds in the amount of \$485 from the Elderly Services donation account to the Commission on Aging Budget. A certification of funds was attached. The transfer of funds was authorized on the Consent Calendar.

15 – **COMMUNICATION** – Request from Parks and Recreation Director Robert Ryerson for the sum of \$25,000 to be transferred from the Contingency Account for the removal of hazardous trees. A certification of funds was attached. The transfer of funds in the amount of \$25,000 for the removal of hazardous trees was authorized on the Consent Calendar.

16 – **COMMUNICATION** – Request from Risk Manager Thomas Fabiano for the sum of \$57,475.00 to be transferred from the Contingency Account to the Uninsured Workers' Compensation Account for the award to Retired Police Officer Dallas Vondle. A certification of funds was attached. John Gogliettino moved to accept the correspondence and take the action as requested. Seconded by Mr. Shuler. Motion carried unanimously.

17 – **COMMUNICATION** – Request from Director of Finance Dominic Setaro seeking the authorization of the appropriation of \$224,052 from the Sewer Fund, Fund Balance to the Sewer Fund Outside Services line item for excess septage as per our contract with U. S. Filter. Mr. Levy made a motion to appropriate the sum of \$224,052 from the Sewer Fund, Fund Balance to the Sewer Fund Outside Services line item. Seconded by Dean Esposito. Motion carried 19 yes, 1 absent and Mr. Furtado abstaining.

18 – **COMMUNICATION** – Request from Habitat for Humanity asking to bid on a City owned lot on Blueberry Lane. Mr. Coco asked that this be referred to an ad hoc committee, the Director of Finance, the Director of Habitat for Humanity and the Corporation Counsel. Mayor Eriquez so ordered and appointed Council Members Gallagher, Coco and Martin Moore to the committee.

19 – **COMMUNICATION** – Request from Superintendent of Public Utilities William Buckley for permission to accept a donation of materials from the Kennedy Valve Company for a water line to be installed from Karen Road to the Down on the Farm Property. The estimate value of the donation is \$2,000. Mrs. Abrantes made a motion to receive the communication, accept the donation and send a letter of thanks. Seconded by Dean Esposito. Motion carried unanimously.

20 – **COMMUNICATION** – Request from Fairway Asset Management for property tax abatement for environmental remediation for property at 43 Old Ridgebury Road. The request has been reviewed and approved by Jack Kozuchowski, Coordinator of Environmental & Occupational Health Services. John Gogliettino made a motion to accept the communication and approve the action as requested. Seconded by Mr. Buzaid. Motion carried unanimously.

21 – **COMMUNICATION** – Report from Superintendent of Public Utilities William Buckley concerning cost estimates for doing drainage work and making improvements to Hayestown Heights and Rose Lane in order to render it suitable to be taken over as a City road. The report was received and its recommendations approved on the Consent Calendar.

22 – **COMMUNICATION** – Letter from Corporation Counsel Eric Gottschalk approved the conveyance of sewer and water lines to the City on a phased basis as each section of the White Oak Estates

project on Pocono Lane is completed and approved by the Public Works Department. The phased acceptance of utility extensions for White Oak Estates on Pocono Lane was approved on the Consent Calendar.

23 – **COMMUNICATION** – Request from Attorney Robin Kahn outlining a proposed settlement of a pending dispute between the Linron Gardens Condominium Association and the City of Danbury with regard to water charges. Mr. Arconti asked that this be referred to the Corporation Counsel for a report back within thirty days. Mayor Eriquez so ordered.

24 – **COMMUNICATION** – Request from Dr. Allan Hindin for resolution of a drainage problem on Great Plain Road. Mrs. Abrantes asked that this be referred to an ad hoc committee, and the Director of Public Works. Mayor Eriquez so ordered and appointed Council Members Smith, Dean Esposito and Saracino to the committee.

25 – **COMMUNICATION** – Request from the Purchasing Agent Warren Platz for clarification of the request from Adam Negri to purchase City land on Ye Olde Road. The offer of \$20,000 from Adam Negri to purchase lots E17059 and E17060 on Ye Olde Road was approved on the Consent Calendar.

26 – **COMMUNICATION** – Request from Director of Finance Dominic Setaro asking for approval of a revised list regarding the LOCIP application and authorize transfer with those items as permitted by City Charter in the event final prices differ from the recent estimates. Dean Esposito made a motion that the communication be received and the recommendations approved. Seconded by Mr. Shuler. Motion carried unanimously.

27 – **COMMUNICATION** – Request that Cooper Road be sanded by the City. Mrs. Abrantes asked that this be referred to the Corporation Counsel and the Director of Public Works for reports back within thirty days. Mayor Eriquez so ordered.

28 – **COMMUNICATION** – Report from the Planning Commission issuing a positive recommendation for the resolution for a storm drainage easement on Ford Avenue. The report from the Planning Commission regarding the resolution for a storm drainage easement on Ford Avenue and approval of its recommendations was granted on the Consent Calendar.

29 – **COMMUNICATION** – Reports from the Planning Commission and the Assistant Corporation Counsel regarding the Tisano Lease. The Planning Commission issued a negative recommendation and the Corporation Counsel advised that the lease be referred to the Aviation Commission and the Airport Administrator. The reports were received and the matter referred to the Aviation Commission and the Airport Administrator on the Consent Calendar.

30 – **COMMUNICATION** – Reports from the Health Department, the Chief of Police, the Director of Public Works and the Zoning Enforcement Officer regarding blocking of a right of way on 115 Padanaram Road. The reports were received on the Consent Calendar.

31 – **COMMUNICATION** – Reports from the Planning Commission, the Director of Planning, the City Engineer and the Director of Finance regarding the offer to sell land on Beckerle Street to the City. The reports recommended not purchasing the property. The reports were received on the Consent Calendar and no action taken.

32 – **COMMUNICATION** – Reports from the Planning Commission, the Director of Planning, the Director of Finance, and the City Engineer with negative recommendations. The reports were received on the Consent Calendar and no action taken.

33 – **REPORT** - Sewer Line Dispute

Mrs. Smith submitted the following report:

The Common Council Committee appointed to review a sewer line dispute on Michaud Road met on November 22, 1999 at 7:30 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Smith, Arconti and Moore. Also in attendance were Superintendent of Public Utilities William Buckley, the petitioner William Montesi and Council Member Michael Pascuzzi, ex-officio.

Mr. Montesi began by reviewing one of the letters regarding the dispute. It was decided not to review the entire history of the dispute because there were many people involved during the course of the project and it would be impossible to sort it all out. In an attempt to bring closure to the matter, Mr. Arconti proposed that Mr. Montesi be compensated for out of pocket expenses which total approximately \$1,847.00. Neither Mr. Buckley nor Mr. Montesi was happy with this solution, but concurred it would be a reasonable solution.

A motion was made by Mr. Arconti to reimburse Mr. Montesi in the amount of \$2,000 for the work that was performed and that the funds be included in the total cost of the project and final assessments. The additional \$153 was offered for bushes, etc, for which Mr. Montesi no longer had receipts. Seconded by Mr. Moore and passed unanimously.

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

34 – **REPORT** – Change of Name from Pickett Ridge Road to George Hull Hill Road

Dean Esposito submitted the following report:

The Common Council Committee appointed to review the request to change the name of Pickett Ridge Road to George Hull Hill Road met on November 18, 1999 at 7:35 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Dean Esposito and Pauline Basso. Matthew Gallagher was absent. Also in attendance were Superintendent of Public Utilities William Buckley and Council Member John Esposito, ex-officio.

Dean Esposito stated that Police Chief Robert Paquette made this request because the road currently has two names. The new computer system at the Police Department cannot handle the two

names now in effect. The Chief feels that the name should be changed for safety purposes. The Director of Planning and the Fire Chief concur with the name change. The Planning Commission issues a positive report.

John Esposito was concerned about mailing delivery. He suggested that in the future a representative of the postal service be invited to these meetings. Mr. Buckley noted that there are several other streets in similar situation. Mrs. Basso stated that safety should be the first concern.

Mrs. Basso made a motion to change the name of Pickett Ridge Road to George Hull Hill Road. Seconded by Dean Esposito. Motion carried unanimously.

Dean Esposito asked that this be deferred to public hearing. Mayor Eriquez so ordered.

**35 – REPORT – Shac Joseph, 60 West Wooster Street**

Dean Esposito submitted the following report:

The Common Council Committee appointed to review the request of Shac Joseph of 60 West Wooster Street met on November 18, 1999 at 7:00 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Dean Esposito and Emile Buzaid. Mary Saracino was absent. Also in attendance were Superintendent of Public Utilities William Buckley, Assistant Corporation Counsel Les Pinter, Director of Finance Dominic Setaro and Attorney Elie Coury for the petitioner, as well as Council Members John Esposito and Pauline Basso, ex-officio.

Attorney Coury stated that Shac Joseph is 91 years old and lives alone at 60 West Wooster Street. He has an outstanding sewer and water bill of approximately \$5,000. His only income is approximately \$450-500 per month from Social Security. The taxes accumulated due to a water line break that Mr. Joseph did not know about. Dominic Setaro noted that the property taxes are current and the actual sum of the sewer and water taxes is \$4,700.00. Mr. Coury stated that he will advise Mr. Joseph to get a reverse mortgage from a bank and once he gets the mortgage, the outstanding taxes will be paid. However, it will take him two or three months to get the mortgage. Mr. Buckley asked if Mr. Joseph could pay the current sewer and water charges while he is waiting for the mortgage. It would be approximately \$21 per quarter. Attorney Coury said he would take it up with his client.

Mr. Buzaid made a motion to allow Attorney Coury four months to obtain a reverse mortgage on behalf of Shac Joseph, contingent upon the current taxes being paid. Seconded by Dean Esposito. Motion carried unanimously.

The report regarding sewer and water bills at 60 West Wooster Street was received and its recommendations approved on the Consent Calendar.

**36 – REPORT – Sewer Repair Bill at 112 South Street**

Dean Esposito submitted the following report:

The Common Council Committee appointed to review a sewer repair bill at 112 South Street met at 8:05 P.M. in the Third Floor Caucus Room in City on November 18, 1999. In attendance were committee members Dean Esposito and John Esposito. Mrs. Saracino was absent. Also in attendance were Superintendent of Public Utilities William Buckley, Assistant Corporation Counsel Les Pinter, Director of Finance Dominic Setaro, Mr. and Mrs. King, Frank Shook and Howard Russell.

Dean Esposito gave an overview of the previous meeting held last May. Mr. King gave a synopsis of the history of the problem. He stated that he hired Frank Shook to dig out his property. Mr. Shook informed the committee that he discovered that the pipe was gone and the ground was pulverized. He said that the same thing had occurred at the Botelho property. Mr. Buckley gave an overview of the City's role in the situation. Mr. Buckley and Mr. Shook went over the map of the road and agreed that the City caused the damage.

John Esposito made a motion to pay the claim in the amount of \$6,903.06, pending certification, and that the petitioners sign a release from further claims prior to payment. Seconded by Dean Esposito. The motion carried unanimously.

The report regarding the sewer repair bill at 112 South Street was received and its recommendations approved on the Consent Calendar.

### 37 – **REPORT** – Fieldstone Drive – Road Acceptance

Mrs. Abrantes submitted the following report:

The Common Council Committee appointed to review the road acceptance of Fieldstone Drive met on September 16, 1999 at 6:00 P.M. in Room 432 in City Hall. In attendance were committee members Abrantes and Basso. Also in attendance were Superintendent of Public Utilities William Buckley, City Engineer Patricia Ellsworth and the petitioners.

The committee met to discuss the road acceptance of Fieldstone Drive, which had previously been accepted in a prior committee several years ago. Mr. Buckley explained the situation with Fieldstone Drive and explained that the City would contribute the sum of approximately \$36,000 to bring the road up to required specifications and the road would become a City road. Mr. Buckley stated that the only monies retained from the bond held by the City was \$3,436.57 which would be applied to the work performed and confirmed that this matter was approved in a previous committee meeting several years ago.

A motion was made by Mrs. Basso to recommend to the Common Council the appropriation of approximately \$36,000 to bring Fieldstone Drive to proper specification for the roadway to become a City maintained roadway. If the Vision 21 bond package was approved during the election, the monies would be appropriated from the funds received from the bonds. Ms. Abrantes seconded the motion and the motion carried unanimously.

The report regarding the acceptance of Fieldstone Road was received on the Consent Calendar and its recommendations approved.

### 38 – **REPORT** – Drainage Problem at 24 Fairlawn Avenue

Mr. Arconti submitted the following report:

The Common Council Committee appointed to review the drainage problem at 24 Fairlawn Avenue met in City Hall on August 9, 1999 at 7:30 P.M. and on November 22, 1999 at 7:00 P.M. In attendance at both meetings were committee members Arconti, Coco and Basso. Also in attendance were Acting Director of Public Works William Buckley and the petitioners, Mr. and Mrs. Rubinow. Also in attendance at the November 22<sup>nd</sup> meeting was Council Member Michael Pascuzzi, ex-officio.

The Rubinows experienced flooding damage in their garage and downstairs family room on two occasions in the last two years. It appeared that the flooding was caused by runoff from the road, after the road was repaved in 1997. The Rubinows have lived at this address for more than twelve years and had not experienced any flooding problems prior to the road being paved. They have submitted and collected an insurance claim from the City for the first incident and have an open claim with the City for the second occurrence.

During the course of this year, the City Highway Department has worked on rectifying this problem. They have reshaped and installed new curbing and milled the road pavement directly in front of the petitioner's driveway. In September, the Engineering Department performed a survey of the curb line and gutter on Fairlawn Avenue in front of the Rubinow's home. Mr. Buckley reported that the driveway crown is a good five inches above the gutter line and that the grades appear adequate to allow proper water flow on the roadway. He sees no problem with the road drainage as it now currently exists and believes the runoff problem onto the Rubinow's driveway has been fixed. This appears to be confirmed by the fact that the Rubinows have not experienced any further flooding problems since this work has been performed, including the period from Tropical Storm Floyd.

Mr. Coco moved to recommend that no further action be taken at this time, as it appears the flooding problem caused by the repaving of Fairlawn Avenue has been rectified. The motion was seconded by Mrs. Basso and passed unanimously.

The report regarding a drainage problem at 24 Fairlawn Avenue was received on the Consent Calendar and its recommendations approved.

39 – **Department Reports** – Highways, Police Chief, Fire Chief, Fire Marshall, Health and Housing, Elderly Services, Engineering, Public Utilities, Public Building Maintenance. Mr. Arconti made a motion that the department reports be accepted as submitted and the reading waived 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.

40 – Mr. Arconti made a motion to add item 40, Request for Additional Funding for Police Special Services Account. Seconded by Dean Esposito. Motion carried with Mr. Gallagher voting in the negative.

A request from Chief of Police Robert Paquette for the sum of \$644,468 to be appropriated to the 1999-2000 FY Danbury Police Special Services fund. The funds are later returned to the City as indirect revenue. Mrs. Abrantes made a motion to receive the communication and appropriate the funds. Seconded by Mr. Furtado. Motion carried unanimously.

41 – Mr. Arconti made a motion to add item 41, Report regarding the Windaway Road Sanitary Sewer Extension. Seconded by Dean Esposito. Motion carried with Mr. Gallagher voting in the negative.

Mr. Arconti submitted the following report:

The Common Council met as a Committee of the Whole immediately following a public hearing on December 1, 1999.

Mr. Buckley gave a brief history of the project and recommended approval. Mr. Gogliettino made a motion to approve the sanitary sewer extension for Windaway Road. Seconded by Mr. Gallagher. Motion carried unanimously.

Dean Esposito made a motion to receive the report and adopt its recommendation. Seconded by Mr. Shuler. Motion carried unanimously.

42 – Mr. Arconti made a motion to add item 42, Report regarding the Lake Kenosia Sewer Project. Seconded by Dean Esposito. Motion carried with Mr. Gallagher voting in the negative.

Mr. Arconti submitted the following report:

The Common Council met as a Committee of the Whole immediately following a public hearing on December 1, 1999.

Mr. Machado made a motion to approve the acquisition of the easement so that the project can proceed and to reconfirm all prior approvals. Seconded by Mrs. Abrantes. Motion carried unanimously.

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, Lake Kenosia Associates, LLC has requested that the City of Danbury authorize the extension of public sewer facilities to serve its property at 7 Kenosia Avenue; and

WHEREAS, said project is in the best interests of the City of Danbury; and

WHEREAS, in order to proceed with said project it is necessary to acquire interests in and to real property as hereinafter set forth; and

WHEREAS, eminent domain proceedings will be necessary if the City of Danbury cannot agree with the property owner hereinafter named upon the amount, if any, to be paid for the interests to be so acquired;

NOW, THEREFORE, BE IT RESOLVED THAT the approval of the aforesaid project is hereby confirmed and that the Corporation

Counsel of the City of Danbury is hereby authorized to acquire Sanitary Sewer Force Main Easements from the Lake Place Condominium Association on or before June 1, 2000, either by negotiation or by eminent domain through the institution of suits against said property owner, its successors and assigns and its mortgage holders and encumbrancers, if any. Legal description of the easement areas to be acquired are attached hereto as Exhibit A.

John Gogliettino made a motion to receive the report and adopt its recommendations and approve the resolution. Seconded by Mrs. Abrantes. Motion carried unanimously.

43 – Mr. Arconti made a motion to add item 43 Report and Sewer Use Charge Ordinance. Seconded by Dean Esposito. Motion carried with Mr. Gallagher voting in the negative.

Mr. Arconti submitted the following report:

The Common Council met as a Committee of the Whole immediately following a public hearing on December 1, 1999.

Mrs. Abrantes made a motion to adopt the Ordinance as presented. Seconded by Mr. Shuler. Motion carried unanimously.

Be it ordained by the Common Council of the City of Danbury:

THAT Section 16-32 of the Code of Ordinances of Danbury, Connecticut is hereby amended by adding a subsection designated as 16-32(c), which said subsection reads as follows:

Sec. 16-32. Sewer Use Charges.

(c) For purposes of this section, sewer use charges imposed upon military veterans' posts and organizations that are exempt from federal taxation under Section 501c(19) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, shall be imposed at the residential rates established herein.

Mr. Levy made a motion to receive the report and adopt the Ordinance. Seconded by Mrs. Basso. Motion carried unanimously.

44 – Mr. Arconti made a motion to add item 44 Miry Brook Emergency Protection Project Natural Resources Conservation Services and Connecticut DEP Agreements. Seconded by Mrs. Abrantes. Motion carried with Mr. Gallagher voting in the negative.

Request from City Engineer Patricia Ellsworth that the Common Council adopt a resolution authorizing Mayor Gene F. Eriquez to execute agreements with both the United States Department of Agriculture Natural Resources Conservation Service and the State of Connecticut Department of Environmental Protective relative to the Miry Brook Emergency Watershed Protection Program.

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the United States Department of Agriculture Natural Resources Conservation Services (NCRS) under the Emergency Watershed Protection Program has authorized funding in the

amount of \$100,000.00 to stabilize stream banks and remove debris in the vicinity of the Danbury Municipal Airport, and

WHEREAS, the funds would allow for improvements on both Airport property and abutting private properties and such funding would be used for all construction related expenses; and

WHEREAS, agreements with both the State Department of Environmental Protection and the NCRS must be executed in order to proceed with the improvements; and

WHEREAS, said agreements also require the acquisition of several temporary work easements across portions of property owned by abutting property owners, whose property would be benefited by the project; and

WHEREAS, eminent domain proceedings will be necessary in the event the City of Danbury cannot agree with the owners named in the schedule attached hereto as to the amount to be paid for the interests to be taken in and to the real property described in the Schedule.

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury be and hereby is authorized to execute such agreements as are necessary in order to secure funding for Emergency Watershed Protection Program and enable the improvements authorized.

NOW, THEREFORE, BE IT RESOLVED THAT the Corporation Counsel of the City of Danbury is hereby authorized to acquire the property interests as set forth in Schedule A attached hereto by June 6, 2000 either by negotiation or eminent domain through the institution of suit against the named property owner(s), their heirs, executors, successors and assigns and their respective mortgage holders and encumbrances, if any.

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

Mr. Levy made a motion to receive the communication entitled Miry Brook Emergency Protection Project Temporary Construction Easements and allow the Corporation Counsel to acquire easements and adopt the Resolution. Seconded by Mr. Shuler. Motion carried unanimously.

Mayor Eriquez extended all committees.

There being no further business to come before the Common Council a motion was made at 8:55 P.M. by Mr. Gallagher for the meeting to be adjourned.

Respectfully submitted,

  
JIMMETTA L. SAMAHA  
Assistant City Clerk

ATTEST:

\_\_\_\_\_  
Elizabeth Crudginton  
City Clerk

## CONSENT CALENDAR – December 7, 1999

- 2 - Adopt Resolution to apply for and accept a Children Learn and Play Grant from the State of Connecticut in the amount of \$5,323.40
- 3 - Adopt a Resolution to apply for and accept a Safe Kids Grant from the State of Connecticut in the amount of \$1,500.00
- 4 - Adopt a Resolution and approve the lease agreement with the State of Connecticut for the Still River Corridor project, pending the recommendation of the Planning Commission
- 14 – Approve the transfer of funds in the amount of \$485 from the Elderly Services donations account to the Commission on Aging budget
- 15 – Approve the transfer of funds in the amount of \$25,000 from the Contingency Account to the Parks and Recreation Department Outside Services line item
- 21 – Receive the report on Hayestown Heights and Rose Lane and approve the recommendation
- 22 – Approve the phased acceptance of utility extension for White Oak Estates – Pocono Lane
- 25 – Accept the offer of \$20,000 from Adam Negri to purchase Lots E17059 and E17060 on Ye Olde Road
- 28 – Receive the report from the Planning Commission regarding the resolution of Storm Drainage Easement on Ford Avenue and approve its recommendation
- 29 – Receive the report regarding the Tisano Lease and refer the matter to the Aviation Commission and the Airport Administrator
- 30 – Receive the reports regarding right of way issues at 115 Padanaram Road
- 31 – Receive Planning Commission report regarding offer to sell land on Beckerle Street to the City of Danbury and take no action
- 32 – Receive Planning Commission report regarding request to purchase City land on Rockwood Lane and take no action

33 – Receive report regarding the sewer line dispute on Michaud Road and approve the recommendation

35 – Receive report regarding sewer and water bills at 60 West Wooster Street and approve the recommendation

36 – Receive report regarding sewer repair bill at 112 South Street and approve the recommendation

37 – Receive the report regarding the acceptance of Fieldstone Road and approve the recommendation

38 – Receive the report regarding drainage problem at 24 Fairlawn Avenue and approve the recommendation



# 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 – ELDERLY VAN GRANT

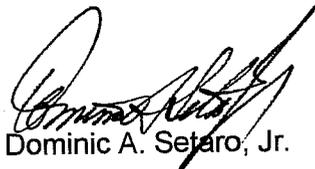
**DATE:** 11/29/99

**CC:** K. REDENZ, N. C. BUZERAK, L. MCILRATH

---

Attached for your review is a resolution that will allow the City of Danbury's Department of Elderly Services to apply for and to accept funding from the State of Connecticut, Department of Transportation. This Grant in the amount of \$35,000 will be used for the purchase of a new van for the Department. No local match is required.

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, Department of Transportation has made available a grant for the purpose of purchasing a van for use by the Department of Elderly Services; and

WHEREAS, the grant period is the federal fiscal year 2000 and the grant is in the amount of \$35,000.00; and

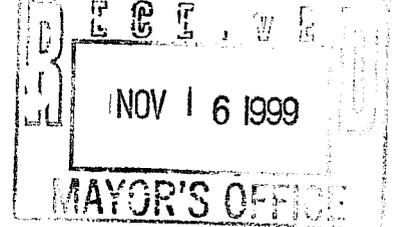
WHEREAS, no local match is required.

NOW, THEREFORE, BE IT RESOLVED THAT, Gene F. Eriquez, Mayor of the City of Danbury is hereby authorized to apply for the said grant and to sign such documents as are necessary to effectuate the purposes hereof.



# CITY OF DANBURY

DANBURY, CONNECTICUT 06810  
DEPARTMENT OF ELDERLY SERVICES  
COMMISSION ON AGING



**Danbury Senior Center**

80 Main Street  
(203) 797-4686

To: Mayor Gene F. Eriquez and  
Members of the Common Council  
From: Leo McIlrath/ Elderly Services  
Re: Van Grant Application/ CT DOT  
Date: 11/15/99

**Municipal Agent**

80 Main Street  
(203) 797-4687

The Department of Elderly Services requests your approval to apply for a \$35,000 grant:

**"Section 5310 - CT DOT Van Grant Program for Elderly and/or Disabled."**

The due date for the grant is January 7, 2000.

**Our department has applied for, and received vans, on two separate occasions in the past. These, too, were funded by government subsidized programs (Section 16- State of Connecticut DOT) and have been of very good service to the Senior Citizens of our city. The funding to supply drivers, fuel and maintenance for the vans currently comes from CDBG funds. Such is the total financial impact on the city. The advantage is comprised of a \$35,000 gift without strings, that occasions a healthy impact on the elderly of our area.**

**We would like to use the proposed van as a replacement for a much older one that spends many of its final days on the City of Danbury's vehicle maintenance lift. It is well overdue for replacement.**

**The details of the grant are being prepared by the Director of HART and myself. The former as well as staff from HVCEO are valuable members of the team that will make this grant application happen in a timely fashion. Equally important are the various department offices of the City of Danbury who will need to study and sign off on this grant. (Mayor, Finance Director, Grants Administrator, Corporation Counsel, Acting Personnel Director, etc.)**

**The complete grant package is currently being submitted to the Grants Administrator/ City of Danbury. Should all meet with the approval of each person having responsibility in the process, a formal request will be made to the Mayor and Common Council.**

Leo E. McIlrath

cc: Dominic Setaro, Jr.



## MEMORANDUM

DATE: November 3, 1999

TO: *Pick* Richard Schreiner, Director of Service Development # 129  
Housatonic Area Regional Transit District

FROM: *Done* David Hannon, Deputy Director

RE: **Section 5310- CT DOT Van Grant Program for Elderly and/or Disabled**

---

Pursuant to our recent discussion, please find enclosed the information provided by CT DOT on the next funding cycle for the Federal Transit Administration's Section 5310 Van Grant Program. As per HVCEO's adopted Unified Planning Work Program for FY-2000 transportation related activities, HART will inform non-profit organizations and eligible local public bodies serving the elderly and/or disabled, of the availability of this competitive grant program. Per our agreement, HART will solicit and evaluate grant applications from qualifying entities for the Section 5310 program and submit its findings and recommendations to HVCEO for prioritization and submission to CT DOT.

Completed applications need to be submitted by the applicant to CT DOT by January 7, 2000 in order to qualify for this funding cycle. Your findings and recommendations as to ranking of applications likely to be submitted to CT DOT need to be received at HVCEO by January 10, 2000 for inclusion in the agenda package for HVCEO's January meeting.

Past HART efforts have been instrumental in securing funding under this program. CT DOT's Van Grant application forms are enclosed. Please copy me with your correspondence on this effort and call me if you have any questions.

Thank you for your assistance.

cc: HVCEO Members (w/o enclosures)  
enclosures:



# 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

Noreen Buzarak, Grantsperson  
City of Danbury  
Danbury, CT 06810

November 29, 1999

Ms. Buzarak:

In reference to the Department of Elderly Services' proposed grant application for a lift-equipped van from the State of Connecticut DOT Section 5310, I wish to state that there is no financial impact on the City of Danbury. The State of Connecticut Department of Transportation requires no cash-match for this equipment.

Respectfully,

A handwritten signature in cursive script, appearing to read "Leo McIlrath".

Leo McIlrath, Director



# 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 Transportation has made available a grant for the purpose of purchasing a van for use by the Department of Elderly Services; and

WHEREAS, the grant period is the federal fiscal year 2000 and the grant is in the amount of \$35,000.00; and

WHEREAS, no local match is required.

NOW, THEREFORE, BE IT RESOLVED THAT, Gene F. Eriquez, Mayor of the City of Danbury is hereby authorized to apply for the said grant and to sign such documents as are necessary to effectuate the purposes hereof.



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 – CHILDREN LEARN & PLAY GRANT

**DATE:** 11/12/99

**CC:** K. REDENZ, N. C. BUZERAK, & E. MCDONOUGH

---

Attached for your review is a resolution that will allow the City of Danbury's Public Library to apply for and to accept funding from the State of Connecticut, Office of the Attorney General to initiate a reading program for toddlers. This "Children Learn & Play Grant" in the amount of \$5,323.40 will be for a one year time-period. No local cash match is required.

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 Office of the Attorney General of the State of Connecticut has made funds available to not for profit organizations and governmental agencies to encourage recreational activities and learning by children in Connecticut; and

WHEREAS, current research indicates the importance of emergent literacy skills and brain development during the first three years of life; and

WHEREAS, the Danbury Public Library would use these grant funds to initiate a reading program for toddlers 18 to 24 months old and their caregivers for a year; and

WHEREAS, the Danbury Public Library has made application to the Office of the Attorney General of the State of Connecticut for a grant of \$5,323.40 with no local match required;

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

That all prior acts of authorized personnel of the Danbury Public Library and the Mayor of the City of Danbury in making application for said grant are hereby ratified and that the Mayor of the City of Danbury is hereby authorized to accept grant funds in the amount of \$5,323.40 upon approval of the City's application and to do any and all things necessary to effectuate the purposes thereof, provided, however, that any amendments to said application requiring expenditure of City of Danbury funds must receive prior approval by the Common Council.



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Office of the Attorney General of the State of Connecticut has made funds available to not for profit organizations and governmental agencies to encourage recreational activities and learning by children in Connecticut; and

WHEREAS, current research indicates the importance of emergent literacy skills and brain development during the first three years of life; and

WHEREAS, the Danbury Public Library would use these grant funds to initiate a reading program for toddlers 18 to 24 months old and their caregivers for a year; and

WHEREAS, the Danbury Public Library has made application to the Office of the Attorney General of the State of Connecticut for a grant of \$5,323.40 with no local match required;

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

That all prior acts of authorized personnel of the Danbury Public Library and the Mayor of the City of Danbury in making application for said grant are hereby ratified and that the Mayor of the City of Danbury is hereby authorized to accept grant funds in the amount of \$5,323.40 upon approval of the City's application and to do any and all things necessary to effectuate the purposes thereof, provided, however, that any amendments to said application requiring expenditure of City of Danbury funds must receive prior approval by the Common Council.

October 26, 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 apply for a grant sponsored by the Office of the Attorney General of the State of Connecticut. This Children Play and Learn Grant would fund the initiation of a year long reading program for caregivers and children between the ages of 18 to 24 months for a total of \$5,323.40.

Thank you for your consideration.

Sincerely,



Elizabeth McDonough  
Library Director

cc: Mayor Gene F. Eriquez  
City Clerk

**I. Project Budget:**

Item	Quantity	Unit Cost + Shipping	Total Cost
Staff (Programmer)	1		\$ 1,080.
Board Books:	180	@ \$5.95	\$ 1,071.
Picture Books:	24	@ \$18.	\$ 432.
Circulation Books:	240	@ \$5.95	\$ 1,428.
Musical Instruments:			
Bells	18	@\$7.95 + \$24.22	\$ 167.32
Tambourines	18	@\$7.95 + \$24.22	\$ 167.32
Lummi sticks	2 sets	@\$26. + \$7.80	\$ 59.80
Drums	4	@ \$9.90 + \$5.54	\$ 45.14
Sand blocks	18	@\$4.15 + \$10.46	\$ 85.16
Bean bags	4 sets	@ 16.50 + \$12.65	\$ 78.65
Puppets	10	@ 7.95 + \$11.13	\$ 90.63
Music cassettes	6	@ 15. + \$12.95	\$ 102.95
Small hulla hoops	2 sets	@ 48.99 + \$ 17.45	\$ 115.43
Boom Box	1	@ \$150.	\$ 150.
Contingencies			\$ 250.
		Total Cost:	\$ 5,323.40

## **II. Timeline:**

Fall of 1999:

1. Interview and hire programmer
2. Order materials and supplies
3. Market and promote new Mother Goose for Toddlers Program to Danbury Community via fliers, on library Web site, in the local newspaper, local radio stations, local cable TV
4. Prepare registration papers
5. Program planning by programmer

Winter of 2000

Registration begins January 8, 2000

Programs would begin mid-January and run for six consecutive weeks.

Spring of 2000

Registration begins March 11, 2000

Programs would begin in late March and run for six consecutive weeks.

Evaluation and Progress Report due May 31, 2000

Summer of 2000

Registration begins June 19, 2000

Programs would begin at the end of June and run for six consecutive weeks.

Fall of 2000

Registration begins September 16, 2000

Programs would begin in October and run for six consecutive weeks.

Final Evaluations and Final Progress Report due November 1, 1999

## **III. Benefits**

- Current research is indicating the importance of emergent literacy skills and brain development during the first three years of life. Danbury Library would like to off a yearlong series of Mother Goose programs for toddlers 18 to 24 months old and their caregivers.
- A Mother Goose program would help toddlers learn how to listen and hopefully grow into inquisitive young children eager to learn.
- The program would model nursery rhyme, reading, singing, finger plays for the parents and caregivers.

**IV. Description of target population and how this project relates to your organization's goals and other activities.**

- A goal of Danbury Library is the affirmation of the potential of every individual. Helping prepare young children for learning and literacy is a primary goal of our children's services.
- Developing projects, which serve our growing diverse community is a current focus of the Danbury Library. There is a need for this program and the library would like to offer this program to its youngest citizens.
- There are over 1,100 babies born in Danbury each year. Danbury is an ethnically diverse community. One-quarter of its families speak a language other than English at home.
- The school-age minority population breakdown follows.  
19% Hispanic, 12% Portuguese, 12% African American, and 10% Asian.
- In the Danbury school system 31% of the children receive reduced price school lunches.

**V. Please indicate if there are other sources on income to fund this project.**

None

**VI. For non-profit organizations only: Attach copy of 501C documentation and latest audit report.**

Copy of the latest City of Danbury Independent Audits Report is attached.



3

# 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 - SAFE KIDS GRANT

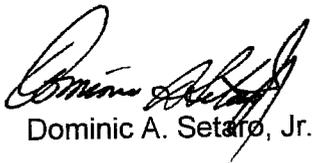
DATE: 11/23/99

CC: K. REDENZ, N. C. BUZERAK, & T. SHANAHAN

---

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 Connecticut Safe Kids Program. This Grant in the amount of \$1,500 will be for the time-period January 14, 1999 through June 30, 2000. No local match is required.

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 has made available a grant in the amount of \$1,500.00 for the Safe Kids Program; and

WHEREAS, this grant, if awarded, will be used to help prevent injuries and to hold a "Family Safety Day" in May, 2000; and

WHEREAS, the grant term is from January 14, 2000 through June 30, 2000; and

WHEREAS, no local match is required.

NOW, THEREFORE, BE IT RESOLVED THAT, Gene F. Eriquez, Mayor of the City of Danbury is hereby authorized to apply for the said grant and to sign such documents as are necessary to effectuate the purposes hereof.



# 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 has made available a grant in the amount of \$1,500.00 for the Safe Kids Program; and

WHEREAS, this grant, if awarded, will be used to help prevent injuries and to hold a "Family Safety Day" in May, 2000; and

WHEREAS, the grant term is from January 14, 2000 through June 30, 2000; and

WHEREAS, no local match is required.

NOW, THEREFORE, BE IT RESOLVED THAT, Gene F. Eriquez, Mayor of the City of Danbury is hereby authorized to apply for the said grant and to sign such documents as are necessary to effectuate the purposes hereof.



**CITY OF DANBURY**  
**DANBURY, CONNECTICUT 06810**

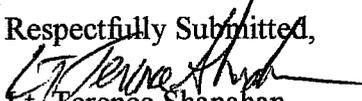
**DEPARTMENT OF POLICE**  
**120 MAIN STREET**

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

**IMPACT STATEMENT**

**TO: Robert L. Paquette, Chief of Police**  
**FROM: Lieutenant Terence Shanahan**  
**Re: Keep Kids Safe Fund**  
**Date: 11/16/99**

Application and acceptance of a grant award (maximum \$1500 per agency) from the KEEP KIDS SAFE FUND will have no impact on the City budget for fiscal year 1999-2000. There is no match requirement, all funds will be expended directly on child safety items.

Respectfully Submitted,  
  
Lt. Terence Shanahan  
Community Services

*OK  
RP*

# Proposed Budget

## Keep Kids Safe Fund

### Narrative:

If funded, the Danbury Police Department plans to utilize its SAFE KIDS grant during our 2<sup>nd</sup> annual "Family Safety Day" at the Danbury Police Activities League (P.A.L.) facility at 35 Hayestown Rd. Danbury. This was a very successful event last year, held in conjunction with Fairfield County Safe Kids, Danbury Hospital, Connecticut Poison Control Center, Connecticut State Police, and many others. It was attended by over 1,000 citizens of Danbury and surrounding towns. Planning is under way for the event, which will be held on Saturday, May 13<sup>th</sup>, 2000.

Once again the Danbury Police Department will coordinate and sponsor this important event, and will conduct its 3<sup>rd</sup> Bicycle Safety Rodeo, where bicycle helmets will be distributed to needy children in our city who do not have them. We will also conduct the very popular infant/child car seat safety check, as we are fortunate to have on our staff two certified child restraint system technicians.

### Budget:

125 Bell Sports helmets @ \$6.99 ea.	\$ 873.75
200 McGruff Bike Safety Coloring Books @ .93 ea.	\$ 186.00
200 McGruff Buckle Up Coloring Books @ .93 ea	\$ 186.00
500 "Lite Sliders" Bicycle Spoke Reflective Strips @ .35 ea	\$ 175.00
250 "McGruff Bike Safety Pencils" @ .312 ea	\$ 78.00
Total:	\$ 1,498.75



4

**CITY OF DANBURY**  
**DANBURY, CONNECTICUT 06810**

**HEALTH AND HOUSING DEPARTMENT**  
**155 DEER HILL AVENUE**

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

November 29, 1999

The Honorable 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, we have been striving to create a 2.2 mile Greenway along the Still River corridor in east Danbury. One of the tasks for establishing this corridor for public access is to execute a lease agreement with the State of Connecticut Department of Transportation, for use of their property on the east side of the River, from White Turkey Road Extension to the Brookfield border across from Stew Leonard's.

I have enclosed the proposed lease agreement, which has been reviewed by the Corporation Counsel (recommending execution of the lease). I have also enclosed a resolution for authorizing the Mayor to enter into this lease agreement. I respectfully request your authorization of this lease agreement, subject to the necessary A24 referral to the Planning Commission. I would appreciate your expedient action on this request, as the State has requested that we execute this agreement by January 4, 2000 due to the issuance of a new lease agreement format on that date. If we do not submit a signed lease agreement to them by that date, we will have to renegotiate the lease, a process that may take several months. Due to this time constraint, I respectfully request your consideration of authorizing this lease agreement at your December meeting, subject to the condition of a favorable recommendation from the Planning Commission on the A24 referral. This will allow me to submit the lease agreement, once the Planning Commission acts on the referral at their December meeting, and meet the State's January 4, 2000 deadline

Thank you for consideration of this request.

Respectfully Yours,

Jack Kozuchowski

Coordinator of Environmental &  
Occupational Health Services



Agreement No.

LEASE AGREEMENT

BETWEEN

STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION

AND

CITY OF DANBURY

STILL RIVER CORRIDOR

CITY OF DANBURY

FILE NO. 34-124-10C

FEDERAL-AID PROJECT NO. N/A

THIS LEASE AGREEMENT ("Agreement"), concluded at Newington, Connecticut, this \_\_\_ day of \_\_\_\_\_, 199\_, by and between the State of Connecticut, Department of Transportation ("State"), James F. Sullivan, Commissioner, acting herein by James F. Byrnes, Jr., Chief Engineer, Bureau of Engineering and Highway Operations, duly authorized, and City of Danbury, ("Second Party"), a municipal corporation, with a mailing address of City Hall, 155 Deer Hill Avenue, Danbury, Connecticut 06810 acting herein by Gene F. Eriquez, its mayor, hereunto duly authorized.

WITNESSETH: THAT,

WHEREAS, the Second Party has requested the use of certain land hereinafter described, to construct and maintain a linear park and to allow pedestrian and bicycle access, and

WHEREAS, the State has the authority pursuant to Section 13a-80a of the Connecticut General Statutes, as revised, to enter into this Agreement with the advice and consent of the Secretary, Office of Policy and Management of the State of Connecticut.

NOW, THEREFORE, KNOW YE:

The State does hereby lease to the Second Party, subject to all the stipulations, restrictions, specifications and covenants herein contained, that land ("Premises") situated in the City of Danbury, County of Fairfield, and State of Connecticut, consisting of a total of 4.03 acres of vacant land referred to as Lease "F" (.157 acres) and Lease "N" (3.875 acres) as shown on the map attached hereto, entitled: "Index Map Showing Sheets 1 Thru 4 of Easements to be acquired in conjunction with Still River Corridor Project, Danbury, Connecticut, Scale 1" = 250', January 22, 1997, Rev. 2-10-99, Prepared By Surveying Associates, P.C., 432 Main St. - Danbury, Connecticut, (203) 792-5510.

All rights of ingress and egress are specifically denied, directly to and from Interstate Route No. 84 and Super Seven, from and to the Premises.

1. The sole purpose of this Agreement is to allow the Second Party to use and maintain the Premises to construct and maintain a linear park and to allow pedestrian and bicycle access.
2. The term of this Agreement is for a five (5) year period of time commencing October 1, 1999, to and including September 30, 2004.
3. The use of the Premises by the Second Party will be for no monetary consideration.
4. The Second Party shall have the right to renew this Agreement for two (2) additional five (5) year periods of time, subject to a review and update of the rental fee, by giving the State official notice, as the same is hereinafter defined.
5. This Agreement may be terminated at any time by either party hereto by giving the other party thirty (30) days official notice, as the same is hereinafter defined, and upon expiration of said notice period, this Agreement shall be null and void and all rights of the Second Party herein shall end and terminate.
6. If the Second Party shall fail to perform or comply with any of the terms and conditions contained in this Agreement, this Agreement shall be deemed to have been breached, and may be terminated at any time by the State by giving the Second Party sixty (60) days official notice, in writing, as the same is hereinafter defined. However, no breach shall result in termination of this Agreement by the State so long as the Second Party shall proceed from the time it received actual notice of the breach to cure the same diligently and in good faith, and providing such cure is accomplished within a reasonable period of time, time being of the essence, not to exceed one hundred twenty (120) days from the time it received actual notice of breach. The State's lack of enforcement of its right to terminate this Agreement shall not be construed as a waiver of its right to do so.
7. The State and the Second Party acknowledge and agree that the Premises is designated for a transportation use under relevant provisions of the Federal Aid Highway Act, as amended, and that all other uses are temporary and subordinate thereto.
8. The Second Party shall install a six (6) foot high, chain-link fence along the lease line, from the Still River to the existing chain-link fence owned by the State.
9. Modification of the existing non-access line to allow pedestrian and bicycle access to trails, and other improvements planned to be made to the Premises by the Second Party will require that the Second Party obtain an Encroachment Permit in accordance with Item 20 of the enclosed Specifications. The Second Party must contact the Special Service Section Chief of our District IV Maintenance Office, at (860) 258-4501 to apply for this permit.
10. The State reserves the right to review and approve all plans prior to any and all construction and site improvements at the Premises. This includes, but is not necessarily limited to, any and all permanent or temporary structures, roadways, site grading, drainage and landscaping. No such construction of site improvements shall commence unless and until the State provides its written approval for same.
11. It is mutually understood and agreed by the parties hereto that when pages -1- thru and including -5- hereof are duly recorded in the land records of the town(s) in which the Premises exist, the said pages are and shall continue to function as a Notice of Lease pursuant to Section 47-19 of the Connecticut General Statutes, as revised.

12. It is mutually understood and agreed by the parties hereto that this Agreement is made subject to each and every specification and covenant, unless specifically deleted herefrom, contained in the "Standard Highway Lease Specifications & Covenants, Connecticut Department of Transportation", dated June 1, 1999, ("Specifications"), which is hereby made an integral part of this Agreement by reference thereto and which shall have full force and effect as if the same was incorporated herein, it being understood and agreed by the parties hereto that the Specifications is and shall remain on file in the offices of the State and of the Second Party identified on page -1- hereof.



Agreement No. \_\_\_\_\_

This Agreement is made with the advice and consent of the undersigned in conformance with Section 13a-80a of the Connecticut General Statutes, as revised.

\_\_\_\_\_  
Secretary  
Office of Policy & Management  
State of Connecticut

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney General  
State of Connecticut

Date: \_\_\_\_\_

STANDARD HIGHWAY LEASE  
SPECIFICATIONS & COVENANTS

Connecticut Department of Transportation  
Bureau of Finance and Administration  
Division of Contract Administration  
Agreements/Negotiations Section

June 1, 1999

- (1) The Second Party shall pay the costs of all water, electricity and other public utilities, if any, supplied to the Second Party under this Agreement, unless otherwise specified in the Agreement.
- (2) The Second Party hereby assumes all taxes, if any, levied or to be levied on the Premises for the tax period coincident with the duration of this Agreement. A grant-in-lieu of taxes (under Section 12-19a of the General Statutes of Connecticut as the same may be amended) shall be assumed by the Second Party for the period coincident with the duration of this Agreement, if such a grant-in-lieu of taxes concerning the Premises is required of the State.
- (3) The Second Party agrees to maintain the Premises in a clean condition, to the satisfaction of the State and to arrange for the orderly use of the Premises. The Second Party further agrees that it shall not permit hazardous or highly inflammable, volatile, or explosive substances to be placed on, under, or over the Premises or permit unreasonably objectionable smoke, fumes, vapors, or odors to arise above the surface of the Premises and that no accumulation of boxes, barrels, packages, waste paper or other articles shall be permitted in or upon the Premises. Ice and snow control of the sidewalks, if any, abutting the Premises shall be the obligation of the Second Party.
- (4) The Second Party agrees that no junk shall be permitted to be stored on the Premises. The term "junk" shall mean old or scrap paper, copper, brass, rope, rags, batteries, paper trash, rubber debris, waste or junked, dismantled, or wrecked automobiles, parts thereof, iron, steel and other old or scrap ferrous or non-ferrous materials.
- (5) The Second Party shall not sublet or assign the Premises or any part thereof without receipt of prior written approval of the State and the Federal Highway Administration, if required.
- (6) The Second Party shall protect, defend, and hold the State and its servants, agents, or employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of the Second Party, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the State. The State shall give to the Second Party reasonable notice of any such claims or actions. The Second Party shall also use counsel reasonably acceptable to the State in carrying out its obligations hereunder. The provisions of this Section shall survive the expiration or early termination of this Agreement, and shall not be limited by reason of any insurance coverage.
- (7) The Second Party agrees to secure and maintain for the duration of this Agreement, including any supplements thereto and all renewals thereof, if any, with the State being named an additional insured party, the following minimum liability insurance policy or policies covering the Premises at no cost to the State, the same being carried with an insurance company or companies satisfactory to the State. Each insurance policy shall state that the insurance company(ies) shall agree to investigate and defend the insured against all claims for damages, even if groundless.

Insurance providing for a total limit of Seven Hundred Fifty Thousand Dollars (\$750,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all

(H)

damages arising out of injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total (or aggregate) limit of One Million Five Hundred Thousand Dollars (\$1,500,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

In conjunction with the above, the Second Party agrees to furnish to the State, only on the form or forms supplied by the State, a Certificate of Insurance (CON-32), fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. It is further understood and agreed by the parties hereto, that the Second Party waives Governmental Immunity (by way of the State's Governmental Immunity) as a defense and shall not use the defense of Governmental Immunity in the adjustment of claims or in the defense of any suit, unless requested by the State.

(8) The State shall have the right to inspect the Premises at any time, and to repair, maintain, improve or reconstruct any State facility and/or its appurtenances. The State shall notify the Second Party by letter of its intention, if possible, stating the time when such work is to be performed. However, if any emergency arises, a phone call from the State shall suffice. The Second Party agrees that upon being notified by the State, the Second Party shall take steps as necessary to have the Premises closed to all persons and cleared of all vehicles.

(9) The Second Party agrees to enhance the aesthetic appearance of the Premises at its own expense, if required by the State, either by the creation of grassed areas and suitable plantings or by some artificial means to beautify said Premises, subject in either case to written approval of the State. If the Second Party elects to utilize the former course of action, the work shall be completed within the next following "planting season."

(10) The Second Party shall not erect signs, displays, or devices on the Premises, unless otherwise specifically allowed in this Agreement, except those signs necessary for the proper control and maintenance of the Premises. However, no signs may be erected until written permission is first received from the State.

(11) If deemed necessary by the State, the Second Party agrees to surface and grade the Premises, as may be required by the State for the maintenance of the hereinabove specified use, at no expense to the State for the duration of this Agreement, as approved by the State in writing.

(12) If deemed necessary by the State, the Second Party agrees to install and maintain, at its own expense, fencing or another device suitable to the State around the Premises, so as to control the ingress and egress of vehicles and persons to and from the Premises.

(13) If deemed necessary by the State, the Second Party agrees to install and maintain, at its own expense, a suitable electrical system for the lighting of the Premises. Such electrical system and the Second Party's installation and maintenance, thereof, shall not interfere with or damage any of the State facility and/or its appurtenances or impede the operation and maintenance thereof.

(14) If deemed necessary by the State, the Second Party agrees to install and maintain for the duration of this Agreement, suitable devices approved by the State for the protection of all piers or pier columns and appurtenances, if any, located on the Premises, at no expense to the State.

(15) If deemed necessary by the State, the Second Party agrees to install and maintain, at its own expense, a suitable drainage system for the purpose of draining surface water from the Premises. Such drainage system or the Second Party's installation and maintenance thereof shall not interfere with or damage any portion of the State facility and/or its appurtenances or impede the operation and maintenance thereof.

(16) The Second Party agrees to comply with and conform to all the laws of the State of Connecticut, and the ordinances and zoning regulations of the Town(s) in which the Premises is located, regarding health, nuisance, fire, highway, and sidewalks, so far as the Premises is or may be concerned.

(17) "Environmental Laws" shall mean and include any federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. section 9601 et seq., the Federal Oil Pollution Act of 1990, 33 U.S.C. section 2701, et seq., the Federal Toxic Substances Control Act, 15 U.S.C. section 2601 et seq., the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. section 6901 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. section 1801 et seq., the Federal Clean Air Act, 42 U.S.C. section 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. section 1251 et seq., the River and Harbors Act of 1899, 33 U.S.C. section 401 et seq., and all rules and regulations of the United States Environmental Protection Agency, or any other state, local or federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.

"Hazardous Substances" shall mean any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.

The Second Party shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, the Second Party shall not store, generate or use any Hazardous Substances at, on, or under the leased property.

(18) All the Second Party's obligations hereunder shall survive this Lease or any other agreement or action, including, without limitation, any consent decree, or order, between the Second Party and the government of the United States or any department or agency thereof, the State and/or the Municipality.

(19) In addition to Item (6) herein above, the Second Party hereby agrees as follows:

The Second Party shall or if the Second Party is one of several lessees, the Second Party and the lessees shall jointly and severally, protect, indemnify, defend, and hold harmless the State and any of its officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, costs, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgement, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees (any of the foregoing being referred to in this Agreement as a "Claim") arising out of, attributable to, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to the Second Party, or (ii) the disposal or alleged disposal of Hazardous Substances (whether intentional or unintentional,

direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to the Second Party.

(20) The Second Party agrees that no improvements as hereinbefore mentioned or other improvements shall be undertaken until written approval is received from the State and the Federal Highway Administration, if appropriate. The Second Party agrees that as an integral part of the process of obtaining the above-mentioned written approval, the Second Party shall apply for, receive and comply with, a Permit or Permits issued by the State in conformance with all pertinent provisions of the current Encroachment Permit Regulations, including amendments thereto. The Second Party shall comply with the applicable provisions of 23 C.F.R., Sections 713.201 to .205 (1988), as amended, which is hereby made a part hereof by reference thereto.

(21) Upon termination of this Agreement for any reason, the Second Party will vacate the Premises, remove all of its personal property from the Premises at its own expense, leaving the Premises in as good or better condition as when it took occupancy, reasonable use expected, and hereby agrees that no relocation benefits of any kind will be paid to the Second Party by the State, time shall be of the essence.

(22) It is further agreed that at the termination of this Agreement for any reason, improvements (including, but not limited to signs, lighting, fences, pier protection devices, paved areas or sidewalks) shall not be removed from the Premises, and shall be the property of the State, or at the State's option, the Second Party shall restore the Premises to the same physical condition existing immediately before the execution of this Agreement, at no expense to the State. In the event the Second Party shall not fulfill this obligation within a reasonable time when requested by the State, the State shall at its option arrange to have the work done and shall bill the Second Party for all expenses incurred. The Second Party shall promptly pay when billed without recourse.

(23) The Second Party shall record this Agreement, including any supplements hereto and all renewals thereof, if any, in the land records of the town(s) in which the Premises exists, at no expense to the State, and the recording shall be done immediately upon notification that the fully executed and approved Agreement is ready to be recorded. Failure of the Second Party to record the document(s) as specified herein, shall be sufficient grounds for the State to terminate this Agreement without notice.

(24) It is further mutually understood and agreed by the parties hereto that this Agreement shall not be effective until said Agreement has been approved by the Secretary, Office of Policy and Management, by the Attorney General and by the State Properties Review Board of the State of Connecticut, where appropriate.

(25) The Connecticut Secretary of the State (including any successor thereto) is hereby appointed by the Second Party as its agent for service of process for any action arising out of or as a result of this Agreement, such appointment to be in effect throughout the life of this Agreement including any supplements hereto and all renewals thereof, if any, and six (6) years thereafter, except as otherwise provided by Statute.

(26) The Second Party shall make all payments to the State by check, made payable to "The Treasurer, State of Connecticut" and addressed to the "Accounts Receivable Unit, Department of Transportation, P.O. Box 317546, Newington, Connecticut 06131-7546."

(27) The Second Party, for itself, its representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Premises that: (1) no person, on the

grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination in the use of the Premises; (2) in regard to any construction and/or improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; (3) the Second Party shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the Agreement and to re-enter and repossess the Premises, and hold the same as if said Agreement had never been made or issued.

(28) (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sec. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

(b) (1) The Second Party agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Second Party that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Second Party further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Second Party that such disability prevents performance of the work involved; (2) the Second Party agrees, in all solicitations or advertisements for employees placed by or on behalf of the Second Party, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Second Party agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commissioner pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information

requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as relate to the provisions of this section and Section 46a-56. If the contract is a public works contract, the Second Party agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the Second Party's good faith efforts shall include but shall not be limited to the following factors: The Second Party's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Second Party shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Second Party shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Second Party shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56, provided if such Second Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Second Party may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Second Party agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

(29) (a) Pursuant to Section 4a-60a of the Connecticut General Statutes; (1) The Second Party agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or worker's representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Second Party agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes; (4) the Second Party agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party which relate to the provisions of this section and section 46a-56 of the general statutes.

(b) The Second Party shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to

fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Second Party shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such Second Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Second Party may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(30) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion.

The Second Party agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the Second Party will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. A copy of said Guidelines is attached and hereby made a part of this Agreement.

(31) This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut State Employment Service.

(32) The Second Party hereby acknowledges and agrees to comply with the CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS entitled "Specific Equal Employment Opportunity Responsibilities," dated March 6, 1998, a copy of which is attached hereto and made a part hereof.

(33) The Second Party assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, subpart E. The Second Party assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Second Party assures that it will require that its covered suborganizations provide assurances to the Second Party that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(34) The State, as the recipient, has agreed with the United States Department of Transportation to include in this Agreement the statements in paragraphs (a) (1) and (2) of Section 23.43 of Part 23 of Title 49, Code of Federal Regulations, which Part 23 is entitled "Participation by Disadvantaged Business Enterprise in Department of Transportation Programs" (which paragraphs (a) (1) and (2) are hereinafter recited verbatim).

"(a) Each recipient shall agree to abide by the statements in paragraphs (a) (1) and (2) of this section. These statements shall be included in the recipient's DOT financial assistance agreement and in all subsequent agreements between the recipient and any subrecipient and in all subsequent DOT-assisted contracts between recipients or subrecipients and any contractor.

(1) POLICY - It is the policy of the Department of Transportation that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Agreement.

(2) DBE OBLIGATION - (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, religion, national origin, or sex in the award and performance of Department of Transportation assisted contracts."

(35) The Second Party hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. ADMIN.-10 Subject: Code of Ethics Policy," March 25, 1999, a copy of which is attached hereto and made a part hereof.

(36) It is mutually understood and agreed by the parties hereto that any official notice from one such party to the other such party, in order for such notice to be binding thereon, shall:

(a) - be in writing addressed to:

(i) when the State is to receive such notice -

Commissioner of Transportation  
Connecticut Department of Transportation  
2800 Berlin Turnpike  
P.O. Box 317546  
Newington, Connecticut 06131-7546;

(ii) when the Second Party is to receive such notice -

the person(s) acting herein as signatory for the  
Second Party receiving such notice;

- (b) - be delivered in person or be mailed United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such notice; and
- (c) - contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "official notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party as well as any document(s) provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "official notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is(are) to be addressed; alternate means of conveying such notice(s) to the particular party; and/or alternate locations to which the delivery of such notice(s) is(are) to be made, provided such subsequent agreement(s) is(are) concluded pursuant to the adherence to this specification.

(37) It is mutually understood and agreed by the parties hereto that any right of extension of the terms of this Agreement specifically granted herein by the State to the Second Party, if any, shall only be exercised by the Second Party by causing notice in the form and manner herein specified, to be received by the State not less than sixty (60) days nor more than one hundred fifty (150) days prior to the effective date of such extension.

(38) Suspended or debarred second parties, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

- (a) The signature on the Agreement by the Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of Federal or State funds:
  - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (ii) Has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a) (ii) of this certification; and

- (iv) Has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- (b) Where the Second Party is unable to certify to any of the statements in this certification, such Second Party shall attach an explanation to this Agreement. The Second Party agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any lower tier subcontracts and purchase orders:
- (i) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (39) The Second Party hereby acknowledges and agrees to comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The attached copy of the "Governmental Agency Exemption Certificate" is hereby made a part hereof.
- (40) The Second Party shall comply with the provisions contained in Section 1-86e of the Connecticut General Statutes, which provides as follows:
- (a) No person hired by the State as a Second Party or independent contractor shall:
    - (1) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;
    - (2) Accept another State contract which would impair the independent judgment of the person in the performance of the existing contract; or
    - (3) Accept anything of value based on an understanding that the actions of the person on behalf of the State would be influenced.
  - (b) No person shall give anything of value to a person hired by the State as a Second Party or independent contractor based on an understanding that the actions of the Second Party or independent contractor on behalf of the State would be influenced.
- (41) This clause applies to those Second Parties who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Second Party represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Second Party to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable

at the option of the State upon notice to the Second Party. The Second Party warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Second party to be in compliance with this Act, as the same applies to performance under this Agreement.

(42) The Agreement, when fully executed by both parties and this "Standard Highway Lease Specifications & Covenants, Connecticut Department of Transportation" together constitute the entire agreement between the parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of the State under the laws of the State of Connecticut.

June 1, 1999

STATE OF CONNECTICUT  
BY HIS EXCELLENCY  
THOMAS J. MESKILL  
GOVERNOR  
EXECUTIVE ORDER NO. THREE

WHEREAS, sections 4-61d (b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services and

WHEREAS, section 4-61e (c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II

Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

III

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex, or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV

The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase order from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V

Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

VI

The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

VII

The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

## VIII

The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51 (d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing or supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements or state or federal law.

## IX

The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

## X

(a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may

(1) Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.

(2) Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the provisions of this Order.

(3) Recommend that criminal proceedings be brought under chapter 939 of the general statutes.

(4) Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

(5) Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.

(6) Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts within a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

## XI

If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

## XII

Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.

## XIII

The labor commissioner may delegate to any officer, agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

## XIV

This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superseded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971.

  
GOVERNOR

GUIDELINES AND RULES  
OF STATE LABOR COMMISSIONER  
IMPLEMENTING GOVERNOR'S EXECUTIVE  
ORDER NO. THREE

---

SEC. 1. PERSONS AND FIRMS SUBJECT TO EXECUTIVE ORDER NO. THREE AND GUIDELINES AND RULES.

a. Every contractor, or subcontractor as defined in Sec. 2 hereof, supplier of goods or services, vendor, bidder and prospective contractor or subcontractor, having ten or more employees as defined in Sec. 3 of these Guidelines, having or entering into or bidding to enter into any type of contractual relationship with the State of Connecticut or any of its agencies, boards, commissions, departments or officers, and if the consideration, cost, subject matter or value of the goods or services exceeds \$5,000.00, shall be subject to the Governor's Executive Order No. Three and these Guidelines and Rules.

b. A copy of the Governor's Executive Order No. Three and of these Guidelines and Rules shall be available to each said contractor, subcontractor, supplier, vendor, bidder and prospective contractor and subcontractor, and the said Executive Order No. Three and these Guidelines and Rules shall be incorporated by reference and made a part of the contract, purchase order, agreement or document concerned. A copy of the Executive Order and of these Guidelines and Rules shall be furnished to a contracting party or bidder on request.

c. All persons, partnerships, associations, firms, corporations and other entities having less than ten employees as defined in Sec. 3 at the time of the bid and execution of the contract and continuing through the performance of the contract are exempt from the provisions of the said Executive Order and these Guidelines and Rules. All contracts, subcontracts, purchase orders and agreements wherein the consideration is \$5,000.00 or less shall be exempt from Executive Order No. Three and from these Guidelines and Rules.

SEC. 2. SUBCONTRACTORS.

As used herein, subcontractors are persons, partnerships, associations, firms or corporations or other entities having contractual relationship with a contractor who in turn has a contract with the State of Connecticut or any of its agencies, boards, commissions or departments. Subcontractors below this tier are exempt from the Executive Order and from these Guidelines and Rules.

SEC. 3. EMPLOYEES.

As used herein, employees are persons working full or part-time irrespective of personnel classification whose wages, salaries, or earnings are subject to the Federal Insurance Contribution Act and/or to Federal Withholding Tax as a matter of law (whether in fact or not any actual withholding occurs in a given case), in an employee-employer relationship at the time of bid, contract execution, or offer or acceptance, and/or during any time thereafter during the existence of the performance period of the contract to the conclusion thereof.

SEC. 4. REPORTS.

a. Prior to the execution of the contract or prior to acceptance of a bid, as the case may be, the contractor, subcontractor, bidder or vendor shall file a report with the State Labor Commissioner, which report shall be complete and contain all of the information therein prescribed. The report shall be on Form E.O. 3-1, a facsimile of which is attached hereto and made a part hereof, or in lieu thereof the contractor, subcontractor, bidder or vendor shall submit a detailed report containing all of the information required in Form E.O. 3-1.

b. The Labor Commissioner may require the filing of additional reports prior to final payment or prior to any renewal or extension of the contract and during the duration of the contract at such times as the Commissioner may, in his discretion, from time to time deem necessary. The Labor Commissioner may require the filing of additional information or reports, and the contractor, subcontractor, bidder or vendor shall furnish said information or reports within the times prescribed by the Labor Commissioner.

c. The Labor Commissioner may, at his discretion, also require timely statistical reports on the number of minority employees employed or to be employed in the performance of the contract, and the Labor Commissioner may define such minority groups or persons.

d. Reports filed pursuant to these Guidelines and Rules in implementation of Executive Order No. Three are not public records subject to public inspection, but may be inspected only by federal and state officials having jurisdiction and authority to investigate matters of this type. All federal and state agencies empowered by law to investigate matters relating to Executive Order No. Three shall have access to these reports for inspection or copying during regular business hours.

e. Any person who wilfully, wantonly or through negligence destroys or permits to be destroyed, alters or allows to be altered after filing, any reports submitted in compliance herewith shall be subject to penalties as prescribed by law.

SEC. 5. MANDATORY CLAUSES IN DOCUMENTS.

a. All contracts shall contain the following provisions verbatim:

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The (contractor), (subcontractor), (bidder), (vendor) agrees, as part consideration hereof, that this (order) (contract) is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

These provisions are in addition to and not in lieu of other clauses required by law.\*.

\* N.B. The above paragraphs contain requirements additional to those set forth in July 16, 1971 directive to state agencies.

b. Every purchase order or like form submitted by a vendor or bidder, as applicable, shall contain the following clause verbatim:

Vendor agrees, as part of the consideration hereof, that this order is subject to the provisions of Executive Order No. Three and the Guidelines and Rules issued by the Labor Commissioner implementing said Order as to nondiscrimination, and vendor agrees to comply therewith.

c. Where preprinted contract forms have been prescribed by federal authority and the rules of the federal agency prohibit the alteration thereof, the compliance officer of the State agency concerned shall submit to the Labor Commissioner a suggested short form or addendum acceptable to the federal agency, and in such cases, after approval by the Labor Commissioner, said clause may be substituted.

SEC. 6. COOPERATION OF STATE AGENCIES, BOARDS AND COMMISSIONS.

Every agency, board, commission and department of the State of Connecticut shall cooperate with the Labor Commissioner in the implementation of Executive Order No. Three and shall furnish such information and assistance as the Labor Commissioner may from time to time request.

SEC. 7. INVESTIGATIONS, COMPLAINTS.

The Labor Commissioner may initiate an investigation upon receipt of a complaint alleging discrimination. The Labor Commissioner may request that an investigation be conducted by the State agency which is the party to the contract in question. Investigations shall be conducted in accordance with acceptable legal standards, safeguarding the rights of all parties involved, and obtaining all of the relevant facts necessary for a complete determination of the issues. If the Labor Commissioner is not satisfied with the investigation or any part thereof he may order it to continue or to proceed further.

SEC. 8. HEARINGS.

The Labor Commissioner or officers designated by the heads of the State agencies, boards and commissions may conduct hearings on complaints filed. Hearings shall be held only after a report of the complaint has been filed with the Labor Commissioner and after a hearing on the complaint has been authorized or directed by the Labor Commissioner. Hearings shall be conducted in accordance with the accepted principles of administrative law. All parties shall be afforded the opportunity to a full, fair, impartial and complete hearing, the opportunity to examine and cross examine witnesses and to be present at all sessions of the hearing. If any party is vulnerable to a charge of a violation of the law, he shall be afforded the opportunity to procure counsel who may be present at the hearing.

SEC. 9. EQUAL EMPLOYMENT OPPORTUNITIES.

All State contracting agencies, employers, and labor unions shall use their best efforts to provide equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers in accordance with section 31-51(d) of the General Statutes

SEC. 10. DUTIES OF CONTRACTING AGENCIES.

All State contracting agencies shall be responsible for compliance with said Executive Order and with all state and federal laws relating to equal employment opportunities. All contracting agencies conducting investigations for the Labor Commissioner pursuant to Executive Order No. Three and these Guidelines and Rules shall report to the Labor Commissioner the action taken or recommended with regard to each complaint filed. Each officer of the executive department, every commissioner, and each executive head of each State agency, board and commission in the executive branch of the State government is expected to assume the responsibility of seeing to complete compliance with the Governor's Executive Order No. Three and shall forthwith take steps to assure and guarantee that there shall be no discrimination within their departments, agencies, boards or commissions in the performance of any state contract or subcontract on the basis of race, creed, color, sex, age, national origin or national ancestry, or in any way in violation of any state or federal law relating thereto.

BY VIRTUE OF THE AUTHORITY VESTED IN ME PURSUANT TO EXECUTIVE ORDER NO. THREE EFFECTIVE JULY 16, 1971, AND THE GENERAL STATUTES OF CONNECTICUT.

Dated at Wethersfield, Connecticut this 19<sup>th</sup> day of Nov., 1971.

*Jack A. Fusari*

JACK A. FUSARI  
LABOR COMMISSIONER

BY HIS EXCELLENCY  
 THOMAS J. MESKILL  
 GOVERNOR

## EXECUTIVE ORDER NO. SEVENTEEN

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all of the services offered.

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

## I

The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

## II

Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

## III

All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.

## IV

Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.

## V

The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.

## VI

The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

## VII

(a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

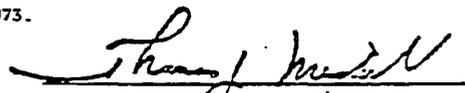
(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

## VIII

If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February, 1973.

  
 GOVERNOR

Specific Equal Employment Opportunity Responsibilities

1. General

- A. Equal Employment Opportunity Requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375, the Railroad Revitalization and Regulatory Reform Act of 1976 and other U.S. Department of Transportation nondiscrimination legislation are set forth in this Required Contract/Agreement Provision. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract (or agreement) and supplement the equal employment opportunity requirements set forth in other related contract provisions.
- B. "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:
- |                |   |
|----------------|---|
| Contractors    | Vendors (where applicable)                |
| Subcontractors | Suppliers of Materials (where applicable) |
| Consultants    | Municipalities (where applicable)         |
| Subconsultants | Utilities (where applicable)              |
- C. The Company will work with the Connecticut Department of Transportation and the federal government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract or agreement.
- D. The Company and all their subcontractors or subconsultants holding subcontract or subagreements of \$10,000 or more on federally-assisted projects and \$5,000 or more on state funded projects, will comply with the following minimum specific requirement activities of equal employment opportunity. The Company will physically include these requirements in every subcontract or subagreement meeting the monetary criteria above with such modification of language as is necessary to make them binding on the subcontractor or subconsultant.
- E. These Required Contract Provisions apply to all state funded and/or federally-assisted projects, activities and programs in all facets of the Connecticut Department of Transportation operations resulting in contracts or agreements.

2. Equal Employment Opportunity Policy

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing as a guide the Connecticut Department of Transportation Affirmative Action Plan Guideline.

3. Equal Employment Opportunity Officer

The Company will designate and make known to the State Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

- A. All members of the Company's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six (6) months thereafter, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable Company official.

- (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable Company official covering all major aspects of the Company's equal employment opportunity obligations within thirty (30) days following their report for duty with the Company.
  - (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate Company official in the Company's procedures for locating and hiring protected class group employee.
- B. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will take the following actions:
- (1) Notices and posters setting forth the Company's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - (2) The Company's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

- A. When advertising for employees, the Company will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- B. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through its EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Company for employment consideration.
- In the event the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, the Company is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)
- C. The Company will encourage its present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in the areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The following procedures shall be followed:

- A. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- B. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

- C. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- D. The Company will promptly investigate all complaints of alleged discrimination made to the Company in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Company will inform every complainant of all of his avenues of appeal.
- E. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference. In conjunction with this contract provision, only the job categories will change in order to be comparable with the job categories utilized by the Company proposing to do business with the Connecticut Department of Transportation. The goals and time tables will remain the same throughout the contract provision.

7. Training and Promotion

- A. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- B. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.
- C. The Company will advise employees and applicants for employment of available training programs and entrance requirements for each.
- D. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Company relies in whole or in part upon unions as a source of employees, it will use its best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through an association acting as agent will include the procedures set forth below:

- A. The Company will use its best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- B. The Company will use its best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin, etc.
- C. The Company is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation and shall set forth what efforts have been made to obtain such information.
- D. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race,

color, religion, sex or national origin, etc. making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Company has a collective bargaining agreement providing for exclusivity referral failed to refer minority employees). In the event the union referral practice prevents the Company from meeting the obligations pursuant to Executive Order 11246, as amended, and these provisions, such Company shall immediately notify the Connecticut Department of Transportation.

9. Subcontracting

- A. The Company will use its best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain a list of applicable Disadvantaged Business Enterprises firms from the Division of Contract Compliance.
- B. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.
- C. The General Contract Provisions entitled "Minority Business Enterprises as Subcontractors" is made part of this document by reference and its requirements are applicable to all entities proposing to do business with the Connecticut Department of Transportation.

10. Records and Reports

For the duration of the project, the company will maintain records as are necessary to determine compliance with the Company's equal employment opportunity obligations and Affirmative Action requirements. Additionally, the company will submit all requested reports in the manner required by the contracting agency.

- A. The number of minority and nonminority group members and women employed in each work classification on the project.
- B. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Companies which rely on whole or in part on unions as a source of their work force).
- C. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
- D. The progress and efforts being made in securing the services of minority and female owned businesses.
  - (1) All such records must be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the U.S. Department of Transportation including consultant firms.
  - (2) If on-the-job training is being required by the "Training Special Provision", the Company will be required to furnish a Monthly Training Report and Supplement Report (1409) for each trainee.

11. Affirmative Action Plan

- A. Contractors, subcontractors, vendors, suppliers, and all other Companies with contracts, agreements or purchase orders completely state funded will submit an Affirmative Action Plan if the contract value is \$5,000 or over.
- B. Contractors, subcontractors, vendors, suppliers, and all other Companies with federally-assisted contracts, agreements, or purchase orders valued at \$10,000 or more will submit an Affirmative Action Plan.
- C. Companies with contracts, agreements, or purchase orders with total dollar value under that which is stipulated in A and B above shall be exempt from the required submission of an Affirmative Action Plan unless otherwise directed by the Division of Contract Compliance.



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

Policy No. ADMIN.-10  
March 25, 1999

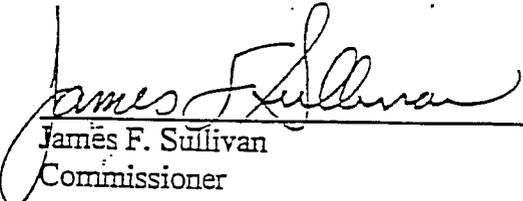
SUBJECT: Code of Ethics Policy

It is the policy of the Department that all employees are to comply with Sections 1-79 through 1-89 of the Connecticut General Statutes, as amended, entitled Code of Ethics for Public Officials.

Any questions concerning the application of the Code of Ethics for specific situations should be directed to the State Ethics Commission.

The Personnel Administrator shall be responsible for issuing periodic updates and/or clarifications of previously released Personnel Memorandums concerning this Code of Ethics Policy as is deemed appropriate.

(This statement supersedes the Commissioner's Policy Statement No. ADMIN.-10, dated November 28, 1994.)

  
James F. Sullivan  
Commissioner



## 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 proposed the creation of a "linear park" in the Still River corridor in Danbury; and

WHEREAS, the State of Connecticut Department of Transportation, together with the State Office of Policy and Management has agreed to lease the City of Danbury 4.03 acres of land for the purposes of this Project; and

WHEREAS, the term of said Lease Agreement is for five (5) years from the date of its execution, together with two (2) additional five year renewal terms; and

WHEREAS, due to State time constraints, the Agreement must be executed by January 1, 2000, and upon Planning Commission approval, the Agreement is deemed approved; and

WHEREAS, there is no rental fee for the base term of this Lease Agreement; and

WHEREAS, it is in the best interests of the City of Danbury to enter into said Lease in order to accomplish the goals of the linear park concept;

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury, be and hereby is authorized to enter into an agreement entitled "LEASE AGREEMENT BETWEEN STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION AND CITY OF DANBURY STILL RIVER CORRIDOR CITY OF DANBURY FILE NO. 34-124-10c FEDERAL-AID PROJECT NO. N/A" and to execute such other and related documents as may be necessary to accomplish the purposes hereof.



5

# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

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

December 7, 1999

Honorable Members of the Common Council  
City of Danbury, Connecticut

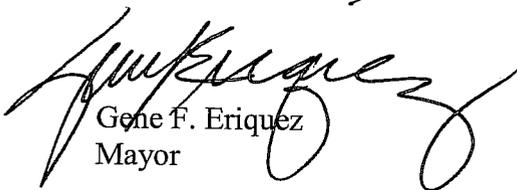
Dear Council Members:

As is required by City ordinances, it is necessary for the Common Council to select two members from our city's legislative body to serve as representatives to the Pre/Post '67 Police Pension Board and to the Post '83 Pension Board.

Accordingly, I respectfully request that you nominate and vote to select one member of the Council to serve on the Pre/Post '67 Board and one for the Post '83 Board.

Thank you for your prompt attention to this matter.

Sincerely,



Gene F. Eriquez  
Mayor

GFE:sr



6

# CITY OF DANBURY

OFFICE OF THE MAYOR  
DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

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

December 7, 1999

Honorable Members of the Common Council  
City of Danbury, Connecticut

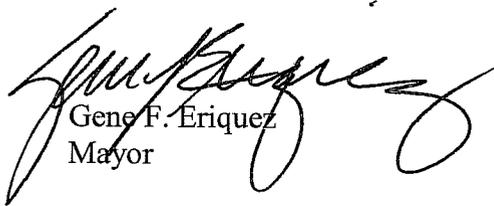
Dear Council Members:

As has been customary and necessary, a member of the Common Council must be selected to serve as a representative on the Fire Pension Board

Accordingly, at the regularly scheduled meeting for December, I respectfully request your action to accept nominations and vote to select a member among you to serve on this panel.

Thank you for your prompt attention to this matter.

Sincerely,



Gene F. Enriquez  
Mayor

GFE:sr



7

# CITY OF DANBURY

OFFICE OF THE MAYOR  
DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

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

December 7, 1999

Honorable Members of the Common Council  
City of Danbury, Connecticut

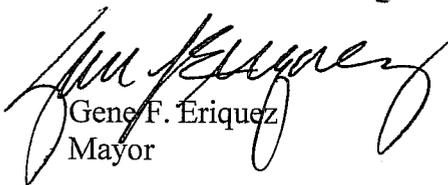
Dear Council Members:

I respectfully request the appointment of Seth Krate, 33 Paul Street, Danbury, to fill a vacancy on the Environmental Impact Commission, a term ending December 1, 2000. Mr. Krate will fill the vacancy created by the election of John Giglietto to the Common Council.

Mr. Krate is a graduate of Wooster School and attended the University of Hartford. He is sales manager at Papertown in Danbury.

Thank you for your consideration of this appointment.

Sincerely,



Gene F. Enriquez  
Mayor



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

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

December 7, 1999

Honorable Members of the Common Council  
City of Danbury, Connecticut

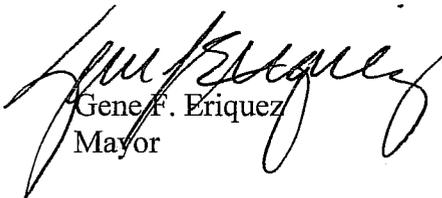
Dear Council Members:

I respectfully request the appointment of Christal Loubriel, 2 Cottage Street. Danbury, to fill a vacancy on the Environmental Impact Commission, a term ending December 1, 2001. This vacancy is created by the election of Manny Furtado to the Common Council.

Ms. Loubriel has served as a regular member of the Zoning Commission and is active throughout the community in a variety of endeavors.

Thank you for your consideration of this appointment.

Sincerely,

  
Gene F. Eriquez  
Mayor



9

# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

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

November 17, 1999

Honorable Members of the Common Council  
City of Danbury, Connecticut

Re: Property Acquisition  
Tarrywile Park Designation

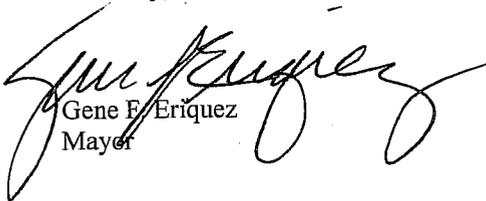
Dear Council Members:

As you are aware, the voters of Danbury overwhelmingly approved the Vision 21 Bond Issue on this past Election Day. Included in the Vision 21 plan was the City's share to match the State of Connecticut grant that was awarded to acquire open space lands adjacent to Tarrywile Park.

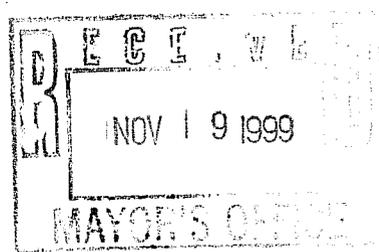
On Friday, November 12, 1999, the City formally acquired approximately 100 acres of land from RFC Property II, Inc.. The property includes Tarrywile Lake, which consists of 21.5 acres, as well as over 78 acres of adjacent land. Because this property shares a common border with Tarrywile Park, it is ideally suited to use as additional park land.

Accordingly, it is my pleasure to recommend to you the designation of this property as park property, to be administered, operated and maintained by the Tarrywile Park Authority pursuant to the provisions of section 13A-50 of the Danbury Code of Ordinances.

Sincerely,



Gene F. Enriquez  
Mayor



November 18, 1999

Mayor Gene F. Eriquez

Danbury City Hall

Dear Mayor Eriquez:

We have received the following donations:

<u>DONOR</u>	<u>AMOUNT</u>
1. Linda Dillon Iribarren, 7 Locust Avenue, 06810, in memory of Lenore Dillon	\$200.00
2. Annette Vetre, 77 Nutmeg Hill Road, Hamden 06514, in memory of Lenore Dillon on behalf of Joe Muldoon, Al Lewis, Phyllis Brunell, Meg Kyle, Sheila Troppe, Dave Calarco, Charlie Pepe, Joyce Listro & Michelle Raccio	80.00

These need to be credited into: (1) CHILDREN'S BOOKS line-item #7000.5660 and (2) BOOKS line-item 7000.5661. Please place these items on the agenda for the December Common Council meeting.

Sincerely,

  
E. McDonough  
Director

c: D. Setaro - Director of Finance



**CITY OF DANBURY**  
**DANBURY, CONNECTICUT 06810**

11

**DEPARTMENT OF POLICE**  
**120 MAIN STREET**

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

November 1, 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 three (3) M-14 rifles from surplus of the United States Army 1033 Program.

Acceptance of these rifles is at no cost to the city and will enhance the capabilities of the Emergency Services Unit.

Robert L. Paquette  
Chief of Police

RLP:ks

RLP:ks



12

**CITY OF DANBURY**  
**DANBURY, CONNECTICUT 06810**

**DEPARTMENT OF POLICE**  
**120 MAIN STREET**

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

November 1, 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 \$10,000.00 from the Truancy Grant of the Danbury School District to the Police Department's Police-Youth Community Development Grant.

This is a model program designed to build positive relations with our youth. I believe that this program can provide a strong foundation for long-term positive police-youth relations that will in turn help us to continue to maintain safe and healthy neighborhoods.

Robert L. Paquette  
Chief of police

RLP:ks  
Attach.  
C: Noreen Buzerak

**DANBURY PUBLIC SCHOOLS**

Administrative Center  
63 Beaver Brook Road  
Danbury, Connecticut 06810-6211  
(203) 797-4725  
FAX (203) 790-2875

**Pupil Personnel Services**

October 22, 1999

Officer Terry Shanahan  
Danbury Police Department  
120 Main Street  
Danbury, CT 06810

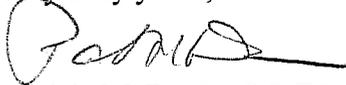
RE: Truancy Grant – Youth Development Activity

Dear Terry,

This letter will serve to inform you that the Truancy Grant awarded the Danbury School District will allocate \$10,000.00 of its funding to cover the salary, supplies, and transportation expenses for middle school students at Rogers Park and Broadview Middle Schools to participate in a weekly Youth Development Program at the P.A.L. Activity Center.

School based and other police officers will work with at-risk youth on homework, recreational activities, and will serve as mentors to these students. These monies will supplement monies received from the State for a similar program. They will allow this valuable after school program to run year round instead of only four months.

Very truly yours,



Patricia M. Doyle, C.S.W.  
Coordinator of Pupil Services

/mgf



13

# CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES

COMMISSION ON AGING

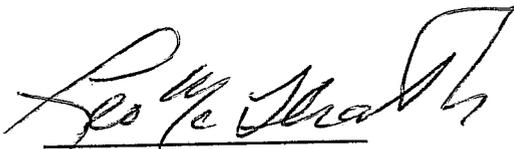
**Danbury Senior Center**  
80 Main Street  
(203) 797-4686

**Municipal Agent**  
80 Main Street  
(203) 797-4687

To: Department of Finance  
From: Elderly Services  
Re: Class Donations to the Senior Center  
Date 11/29/99

Class Donations for the month of October:

Ceramics	43.00
Sketching	84.00
Van	56.00
Exercise	100.00
Line Dancing	89.00
Tai Chi	31.00
<hr/>	
Total:	403.00

  
Leo McIlrath



# 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  
Danbury, CT 06810

November 29, 1999

Mayor Eriquez and Members of the Council:

The following donations have been sent to the Department of Elderly Services for the use of the Senior Center:

The Senior Network, Inc.	52.50
Anonymous Donations	<u>30.00</u>
Total:	<u>82.50</u>

Please approve of these donations and transfer them according to the accompanying form.

Respectfully,

Leo McIlrath, Director



14

# 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: 11/29/99

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

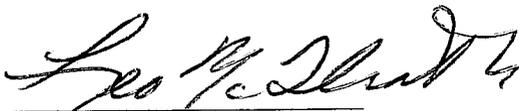
FROM: Leo McIlrath, Director  
Elderly Services

RE: Reappropriation of Donated Funds

I hereby request a transfer of funds in the amount of \$485.00 from the Elderly Services donations account to the Commission on Aging budget for the following accounts:

Professional Service Fees - 02-05-167-020100 (5002.5311) 200.00  
Office Supplies - 02-05-167-040100 (5002.5601) 285.00

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

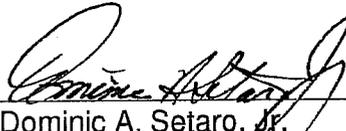
---

**DATE:** November 30, 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 \$485.00 to be transferred from the Elderly Services Donations Revenue Account to the Commission on Aging budget to the following accounts:

Professional Services-Fees	5002.5311	\$200.00
Office Supplies	5002.5601	<u>285.00</u>
Total		\$485.00

  
Dominic A. Setaro, Jr.

DAS/jgb



15

# 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

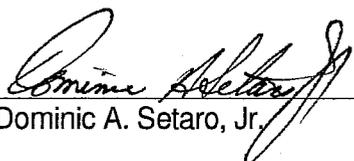
---

**To:** Hon. Gene F. Eriquez via the Common Council  
**From:** Dominic A. Setaro, Jr., Director of Finance  
**Date:** November 29, 1999  
**Re:** **PARKS & RECREATION**  
**CC:** Robert Ryerson **CERTIFICATION #12**

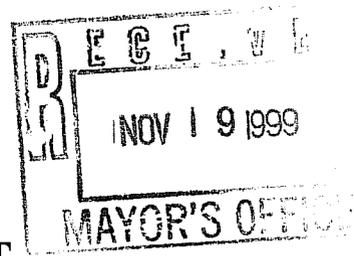
---

As per the attached request from Director of Parks & Recreation Robert Ryerson, I hereby certify the availability of \$25,000 to be transferred from the Contingency Fund to the Parks & Recreation Department's Outside Services line item, Account #7002.5334.

Balance of Contingency	\$298,013
Less pending request	20,000
Less this request	<u>25,000</u>
Balance	\$253,013

  
\_\_\_\_\_  
Dominic A. Setaro, Jr.

DAS/jgb



**CITY OF DANBURY  
PARKS & RECREATION DEPARTMENT**

HATTERS COMMUNITY PARK  
7 EAST HAYESTOWN ROAD  
DANBURY, CONNECTICUT 06811

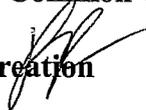
ROBERT G. RYERSON, DIRECTOR  
TEL. (203) 797-4632  
FAX (203) 797-4634

---

**M E M O R A N D U M**

---

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

**FROM:** Robert G. Ryerson, Director of Parks & Recreation 

**DATE:** November 19, 1999

**RE:** Hazardous Trees

---

When Rick Smith retired as the Tree Warden in November 1998, we promulgated a list of hazardous trees. Approximately 150 trees were deemed to be in a hazardous condition and needed removal. As these trees are removed others are added to the list. The list has increased and currently there are approximately 200 trees.

The past several weeks has seen sustained wind conditions. On Election Day, November 2<sup>nd</sup>, the wind conditions caused down trees throughout Danbury. We responded to 30 calls that night to clean trees across roads. Over the next two days we received an additional 29 calls. This work in itself will take 4-6 weeks to complete. In the meantime residents call on a daily basis with concerns about city trees affecting their property.

I am requesting \$25,000 from the contingency fund to be able to seek an outside tree service to remove the most hazardous trees. We estimated that this appropriation would give us 20 to 25 days of work in which 50 to 75 trees will be removed.

In the 1999-00 budget, I will request an annual appropriation of \$50,000 to assist the Forestry Division. The Forestry Division is able to remove 250 of the 450 trees that need attention on an annual basis. The remaining trees can be removed by an outside service.

Cc: Dom Setaro



16

# 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

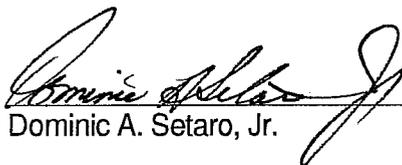
---

**To:** Hon. Gene F. Eriquez via the Common Council  
**From:** Dominic A. Setaro, Jr., Director of Finance  
**Date:** November 29, 1999  
**Re:** **UNINSURED WORKER'S COMPENSATION**  
**CC:** Thomas Fabiano **CERTIFICATION #13**

---

As per the attached request from Risk Manager Thomas Fabiano, I hereby certify the availability of \$57,475 to be transferred from the Contingency Fund to the Uninsured Worker's Compensation line item, Account #8004.5242.

Balance of Contingency	\$298,013
Less pending request	45,000
Less this request	<u>57,475</u>
Balance	\$195,538

  
Dominic A. Setaro, Jr.

DAS/jgb



**CITY OF DANBURY**  
**155 DEER HILL AVENUE**  
**DANBURY, CONNECTICUT 06810-7769**

**DEPARTMENT  
OF FINANCE**

**RISK MANAGER**  
**(203) 797-4619**

Date: November 16, 1999  
To: Dominic A. Setaro, Jr.  
Director of Finance  
From: Thomas Fabiano, Jr.  
Risk Manager  
Re: Uninsured Workers' Compensation

As has been noted in my yearly budget narratives, new awards, under the Heart & Hypertension Statute, will require additional appropriations from the Common Council. The Workers' Compensation Commissioner has made the following award:

Dallas Vondle - Police Officer - Retired                      \$163,592.00

The payment to this individual for FY 99/00 will require additional funding for the Uninsured Workers' Compensation Account No. 8004.5242, in the amount of \$57,475.00.

  
\_\_\_\_\_  
Thomas Fabiano, Jr.

TF/de



17

# 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

---

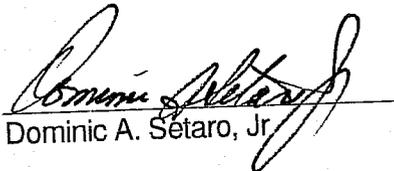
**To:** Hon. Gene F. Eriquez via the Common Council  
**From:** Dominic A. Setaro, Jr., Director of Finance  
**Date:** November 29, 1999  
**Re:** **EXCESS SEPTAGE**  
**CC:** William Buckley

**CERTIFICATION**

---

Per our contract with U.S. Filter, we are required to pay them 65% of excess revenues received resulting from increased septage disposal at the Wastewater Treatment Plant. I have attached for you a copy of the calculations which we are in agreement with. Keep in mind that we base our revenue projections for the budget on 12.6 million gallons and, therefore, the amount due to U.S. Filter of \$224,052 is offset by the excess revenues received. Because these revenues reflect two fiscal years, an appropriation from Fund Balance will be required.

I would request that at its December meeting, the Common Council authorize the appropriation of \$224,052 from the Sewer Fund, Fund Balance to the Sewer Fund, Outside Services line item, Account #9501.5334.

  
Dominic A. Setaro, Jr.

DAS/jgb



17

RECEIVED  
FINANCE DEPT.

OPERATING SERVICES, INC.  
DANBURY WPCP, NEWTOWN ROAD  
DANBURY, CT 06810

NOV 23 1999  
TELEPHONE 203-748-9116  
FACSIMILE 203-748-9146

---

---

**MEMORANDUM**

---

---

**TO:** DOMINIC SETARO, JR., DIRECTOR OF FINANCE, CITY OF DANBURY  
**FROM:** MATT ISLES, PLANT MANAGER *Matt Isles*  
**SUBJECT:** EXCESS SEPTAGE 10/98 - 10/99  
**DATE:** NOVEMBER 15, 1999  
**CC:** R. WOOD, T. STONEHOCKER, W.J. BUCKLEY, JR.

---

I have calculated the USFilter share of the septage disposal revenues to cover 98/99 as follows:

17,954,900	Total septage received 10/98 - 9/99
<u>-12,600,000</u>	Baseline
5,354,900	Excess septage

$5,354,900 / 1,000 = 5,354.9$  thousand gallon loads

$5,354.9 \times 65\% = 3,480.69$  USFilter's share of excess

$3,480.69 \times \$64.37$  per thousand gallons = \$224,052.01 USFilter's dollar share of excess

I am attaching the monthly septage totals for your information. If you need further information or have any questions, please contact me.

attachments

18

**Housatonic Habitat for Humanity**

34 Bailey Avenue  
Ridgefield, CT 06877  
TEL 431-1392  
FAX 431-0253

President  
Common Council  
City of Danbury  
City Hall  
Danbury, CT 06810

November 29, 1999

Re: Habitat for Humanity  
Bid for City-owned lot located at Blueberry Lane

Dear Common Council President,

As I noted in a recent visit with members of the Council, earlier this year, Housatonic Habitat for Humanity submitted an unsuccessful bid to acquire a building lot controlled by the City of Danbury located on Blueberry Lane.

Habitat remains very interested in pursuing the purchase of this property.

To ensure that we proceed on a basis that is financially acceptable to the City of Danbury, I am writing to request that the Council consider appointing a subcommittee to meet with Habitat to further explore terms of a possible re-bid and purchase by our organization. If Habitat were to successfully purchase the Blueberry Lane property, it would be our intention to construct a home on the site and sell it to a deserving family. Habitat's mission is more fully described on the attached.

Soaring land prices in the area make it very difficult for Habitat to accelerate its building plans due to lack of affordable building sites. We appreciate any support the City Council can offer in securing approval of a Habitat bid for the Blueberry Lane lot. Should you have any questions regarding our interest, please contact me at 797-0200.

Thank you.

Respectfully,

*Edwin B. Allen*

Edwin Allen  
Director  
Housatonic Habitat for Humanity

## **Housatonic Habitat for Humanity**

**WHAT WE DO...**Housatonic Habitat is a locally run affiliate of Habitat for Humanity International, a nonprofit Christian housing organization. Habitat works in partnership with people in need, of all races, religions and creeds, to build and renovate affordable housing. Habitat homes are sold at no profit to deserving families in need, with no mortgage interest.

**HOW WE WORK...**Local volunteers and civic groups provide most of the labor, and individual, corporate and private sector-donors provide money, tools, services and materials to build Habitat houses. Carefully selected partner families are required to invest a nominal cash down payment and hundreds of hours of personal labor, or "sweat equity" into building their homes, and the homes of others. Costs of the homes differ, but they are significantly lower than market value. The no-interest mortgage payments go into a revolving fund that is used to build more houses.

**HOW FAMILY PARTNERSHIP WORKS...**Habitat's program is not a "give-away". It is a joint venture in which those who benefit from the housing are involved in the work. Each homeowner family agrees to invest "sweat equity", working beside Habitat volunteers to build homes they will live in. This reduces the cost of the house, increases pride in ownership and fosters positive relationships within the community. As a condition of sale, the difference between the home's market value, and the mortgage amount owed Habitat by the homeowner, would revert to Habitat in the event that the home is sold during the mortgage term.

**HOW LOCAL PROJECTS ARE RUN...**Home projects are led by a local area volunteer Board of Directors. Specialized committees headed by Board members work together with the partnership family, from site preparation to the move-in, and throughout the term of home-ownership. Habitat does not accept government money for home construction or renovation, or for general operating expenses. Where practical, Habitat does accept public funds for acquiring streets, utilities, or land. Habitat also accepts government transfers of property acquired through tax foreclosure.

**HOW PARTNER FAMILIES ARE SELECTED...**Families apply to Habitat and are selected based on their level of need, their willingness to "partner" with Habitat, and their ability to repay the mortgage. Every Habitat project has a non-discriminatory policy of family selection, and neither race nor religion is a factor.

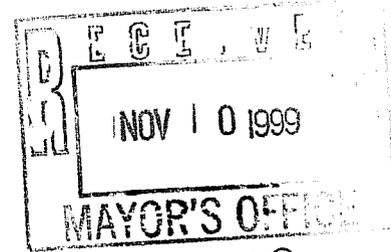
**OUR TRACK RECORD...**During 1995-96, with the support of the City of Danbury, Housatonic Habitat completed and sold its first newly constructed home located on Elm Street. In 1996, following several years of negotiation, we acquired land in Newtown, and in 1997 Habitat succeeded in having the land subdivided to permit construction of two single-family homes. Recently, Habitat's Newtown Building Committee completed construction of one of the houses, and completed foundation and framing work for the second under the direction of a volunteer-contractor. Earlier this year, again with the support of the City of Danbury, Habitat acquired number 20 Rowan Street in Danbury and commenced construction of our fourth house.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810



19

WATER, SEWER, RECYCLING &  
SOLID WASTE DEPARTMENTS  
(203) 797-4539

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

November 8, 1999

Mayor Gene Eriquez  
City Hall  
155 Deer Hill Avenue  
Danbury, CT 01810

RE: Down on the Farm

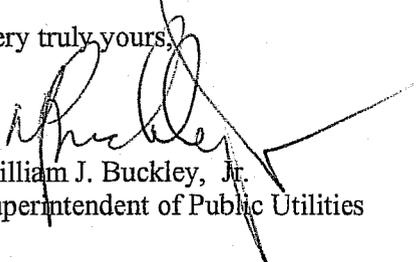
Dear Mayor Eriquez,

Attached you will find a letter dated September 23, 1999 to you subject as above. As you are aware we are trying to get the water line installed from Karen Street to the Down on the Farm complex and we are also trying to get vendors to donate material to the job for us to use. Kennedy Valve Company has offered to donate some material to this water line offsetting our cost. The total cost of the job was originally estimated at \$10,000 and I have estimated the value of the component that they are donating at \$2,000.

Respectfully requested is that you forward this matter to the Common Council for them to authorize me accepting this donation on behalf of the city to utilize the parts, as outlined in their letter, for the water line to the Down on the Farm building. Thank you.

Should you have any questions please do not hesitate to contact me.

Very truly yours,

  
William J. Buckley, Jr.  
Superintendent of Public Utilities

WJB:vs

cc: Dom Setaro  
Rick Gottschalk  
Paul Galvin



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

CITY OF DANBURY

PUBLIC UTILITIES

SEP 23 1999

Discard Date \_\_\_\_\_

Permanent \_\_\_\_\_

File Code \_\_\_\_\_

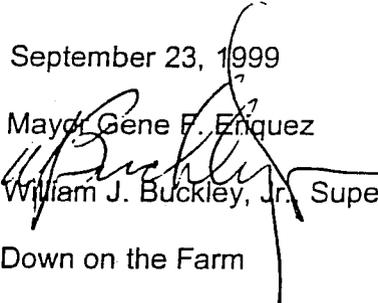
WATER, SEWER, RECYCLING &  
SOLID WASTE DEPARTMENTS  
(203) 797-4539  
FAX: (203) 796-1590

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

---

## MEMORANDUM

---

**DATE:** September 23, 1999  
**TO:** Mayor Gene F. Enriquez  
**FROM:**  William J. Buckley, Jr. Superintendent of Public Utilities  
**RE:** Down on the Farm  
**CC:** Paul Galvin

Attached for your consideration is a letter that I received from the Kennedy Valve Company concerning their donation of material to the Down on the Farm project. It is my estimation that the value of the equipment being donated is about \$2,000.00 and in order for us to accept this I need you to forward this to the Common Council for their standard approval.

Paul Galvin, of my department, has been contacting a number of suppliers in an attempt to get the material, which totals approximately \$10,000.00, needed to provide water service to the Down on the Farm project donated from the various vendors. I will keep you informed on the progress of that approach. In the meantime if you would forward this to the Council for their approval it would be greatly appreciated.

Enclosure

sm/c:/wjbword/downfarm.doc



**KENNEDY VALVE**

Division of McWANE, Inc.

1021 East Water Street

P.O. Box 931

Elmira, New York 14902-0931

Telephone (607) 734-2211

Fax (607) 734-3288

CITY OF DANBU	
SEP 1	
Discard Date	
Permanant	
File Code	

27 August 1999

Mr. William J. Buckley Jr. Supt  
Danbury CT Public Utilities  
155 Deerhill Avenue  
Danbury CT 06810

Dear Mr. Buckley.

It has come to my attention that the City of Danbury has become involved in a charitable project concerning a hospice center. Kennedy Valve would be very interested in helping the city in this endeavor.

Towards that end, Kennedy Valve would be pleased to provide, at no charge, a 5'6" Kennedy K81 Guardian Fire Hydrant per Danbury specifications and a resilient seated gate valve to be placed directly in front of the hydrant. The hydrant would come equipped with all the necessary tools to work on the hydrant. This offer has a list value of well over \$1000 and comes with no strings attached.

Kennedy has had a long relationship with Danbury and we are currently one of two manufacturers specified by your water department. Both products we are offering to donate are the very latest models we manufacture and meet all applicable American Water Works Association Standards and are approved for fire protection by both Underwriters Laboratory and Factory Mutual. The hydrant has been approved and is in use in some of New England's largest cities including Hartford CT, Bridgeport CT, Boston MA and Worcester MA. The gate valve is similarly approved and a list of references can be provided upon request.

I hope you will view this offer in the spirit in which it is tendered. Kennedy Valve views this as an opportunity to provide Danbury with quality products in order that they may do some good work.

I remain available to discuss this proposal with you at your convenience. If you have any immediate questions concerning Kennedy or myself you should feel to contact Mr. Paul Galvin of the Water Dept. I can be reached via voice mail at 1-888-902-7527.

Sincerely,

Brad Whitaker  
District Sales Manager

Waterworks



20

# CITY OF DANBURY

## DANBURY, CONNECTICUT 06810

HEALTH AND HOUSING DEPARTMENT  
155 DEER HILL AVENUE

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

To : Danbury Common Council

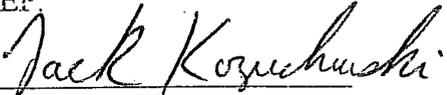
From : Jack Kozuchowski, Coordinator of Environmental & Occupational Health Services

Re : Request from Fairway Asset Management for Property Tax Abatement for environmental remediation of Old Ridgebury Road Property

Fairway Asset Management has submitted an application for a property tax abatement for future costs associated with environmental clean-up, and monitoring for a property on 43 Old Ridgebury Road. As mandated by Section 18-27(c)(2) of the Danbury Code of Ordinances, I have reviewed this application. This report pertains to the eligibility of the proposed activities for qualifying for the reduction of local property taxes associated with these remediation activities. The comments in the right hand column of the table below are based on the criteria set forth in Section 18-27 (b) (1) – (5) of the Danbury Code of Ordinances (as summarized in left column)

Criteria for determining eligibility	Comment on Application
The applicant's property is in need of remediation	The site is a former metal plating operation, which has documented groundwater contamination. Currently, the Department of Environmental Protection has an approved closure plan for remediating the property.
The applicant proposes to conduct or is conducting environmental site assessment, demolition, remediation, or other clean-up activities on the property	See attached letter from Fairway Asset Management
The applicant is prepared to commence said activities promptly.	See attached letter from Fairway Asset Management
The applicant proposes to enter into an agreement with the City Of Danbury specifying the method for documenting costs for each quarter of eligibility	See attached letter from Fairway Asset Management
The amount shall not exceed \$1250 per quarter nor exceed the total property tax due on said property	See approval recommendation, below.

**Approval Recommendation:** I have reviewed the application by Fairway Asset Management and have determined that it is eligible for property tax abatement for the costs associated with the categories listed in the attached table, not to exceed \$1,250 per calendar quarter for a period not to exceed 7 years. I have made this determination on the basis for the need to cleanse the property of groundwater contamination in accordance with the closure plan approved by the DEP.

  
Jack Kozuchowski

cc: Dominic Setaro  
Eric Gottschalk

**Table of Eligible Activities for Tax Abatement for  
Environmental Remediation at 43 Old Ridgebury Road**

Activity / Item	Quarterly Tax Abatement request (not to exceed \$ 1,250.) <sup>1</sup>	Estimated total costs over 7 year remediation period
Cap Maintenance / Inspection		\$ 7,000 (\$1,000 / year)
Quarterly Groundwater Monitoring / Reporting		\$77,700. (\$11,100 / year)
Active Remediation – Design/Implementation		\$170,000. (one time event)
Remediation System – Operation and maintenance		\$ 21,000. (\$ 3,000 / year)

---

<sup>1</sup> If Tax Abatement request is approved, this column is to be completed by the applicant, when submitting the request every quarter for the 7 year period, specifying the cost category of column 3 and providing documentation of the expenses incurred.

FAIRWAY ASSET MANAGEMENT, INC.

70 WEST STREET

DANBURY, CONNECTICUT 06810

TELEPHONE: 203 792-1103

TELECOPIER: 203 798-2472

P.O. Box 1242

DANBURY, CT. 06813

November 23, 1999

Mr. Jack Kozuchowski  
Coordinator of Environmental & Occupational Health Services  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

Dear Mr. Kozuchowski:

I am submitting the enclosed application as a request for property tax abatement in connection with environmental remediation activities that are proposed for correcting the groundwater contamination on the site of 43 Old Ridgebury Road in Danbury. I propose to conduct the activities listed on Table 2 of the attached correspondence from Carrocio-Covil Associates (CCA), which is an approved closure plan by the Department of Environmental Protection (DEP), amounting to \$869,500. Of site remediation and environmental monitoring activities.

However, in the event that CCA's alternate proposal for a "clean closure" is approved by both DEP and the Environmental Protection Agency (EPA), I am also requesting the option of switching to the alternate remediation plan, amounting to \$100,800. In engineering and monitoring costs associated with the activities specified on Table 1 of the CCA submittal.

If the request is approved by the Council, I will propose a written agreement with the City, which would authorize the tax abatement process including details such as the method for determining the amount of the tax abatement to be granted for each quarter. I understand that this application is eligible for no greater than \$1250 per calendar quarter for reimbursement activities incurred during the previous calendar quarter and that in no circumstance will the tax abatement exceed the real property tax due for the quarter of the submittal.

When the property tax abatement request is executed, environmental remediation and monitoring activities will commence promptly and will be completed in accordance with the approximate timeframes listed in the attached schedule. Finally, I agree to complete all work on remediating the site to DEP and EPA standards and will have the property certified as clean, by a Licensed Environmental Professional when complete. I understand that a default by Fairfield Assets Management in completing the work may

FAIRWAY ASSET MANAGEMENT, INC.

70 WEST STREET

DANBURY, CONNECTICUT 06810

Page 2

November 23, 1999

TELEPHONE: 203 792-1103

TELECOPIER: 203 798-2472

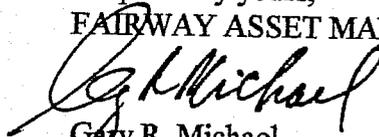
P.O. Box 1242

DANBURY, CT. 06813

result in recapture of any tax previously abated, during the term of the tax abatement agreement, if it is determined by DEP or EPA that remediation activities have been abandoned or have not been performed in accordance with the approved closure plans or designs approved by those agencies. Please let me know if you have any question with regard to this application.

Respectfully yours,

FAIRWAY ASSET MANAGEMENT



Gary R. Michael

President

APPROXIMATE TIMEFRAMES  
FOR CLEAN-UP

GROUNDWATER MONITORING/ REPORTING      MARCH 1, 2000 AND OCTOBER 1, 2000  
EACH AND EVERY YEAR FOR THE NEXT TEN YEARS.

REMEDIATION SYSTEM OPERATION AND MAINTENCE      JUNE 1, 2000 AND NOVEMBER 1 2000  
EACH AND EVERY YEAR FOR THE NEXT TEN YEARS.



21

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

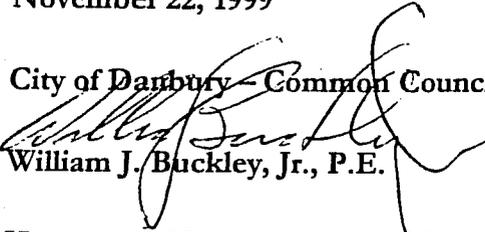
PUBLIC WORKS  
(203) 797-4537

ACTING DIRECTOR OF PUBLIC WORKS

## Memorandum

**Date:** November 22, 1999

**To:** City of Danbury - Common Council

**From:**  William J. Buckley, Jr., P.E.

**Re:** Hayestown Heights and Rose Lane

**cc:** Mayor Gene Eriquez, Patricia Ellsworth, Frank Cavagna

---

At the September 1999 meeting of the Common Council you referred item # 47 to me for a report relative to the above referenced topic. Please be advised that I have reviewed the matter and researched our files concerning cost estimates for doing drainage work and making improvements to Hayestown Heights in order to render it suitable to be taken over as a City of Danbury owned public road. I have reviewed the files and found an estimate prepared by Mr. John A. Schweitzer, Jr., the previous City Engineer, and generally agree with the assumptions made by Mr. Schweitzer in his calculations. The cost for drainage and improvements to the road was calculated to be approximately \$341,500.00

Additionally, at the Common Council meeting you requested that I look at only a portion of the road to make improvements to alleviate the drainage at the upper end. At the point where Hayestown Heights converges with Rose Lane much of the drainage begins up on Horseshoe Drive. We would have to pick up the drainage from Horseshoe Drive, pipe it down to Hayestown Heights and then install some type of drainage system on that westerly side of Hayestown Heights to eliminate the drainage problems there. We would then have to pick up the drainage on that end of Hayestown Heights and bring it down to the existing drainage system on Rose Lane. We would also need to acquire easements for this part of the project and it would leave the section of Hayestown Heights from that location to East Pembroke without a drainage or road solution and in need of improvement. As was indicated at our meeting with the Subcommittee, Patricia Ellsworth and I estimated that amount of work would be approximately 50 to 60% of the cost of Mr. Schweitzer's estimate. Keep in mind that it is always difficult to estimate an easement acquisition cost and we have used a figure of \$100.00 a linear foot in all of these calculations. As you know an easement acquisition, in addition to being difficult to estimate, takes a considerable period of time to acquire

and that time delay could impact the construction cost .

As a final note, as we indicated to the Council Subcommittee, we do not recommend that this be done as a partial project. We can only see that after the western end of the streets problems are resolved, the eastern end would say, "what about us?". I strongly recommend that this project be done in its entirety.

As always, I would make myself available to you should you choose to discuss this matter in greater detail.

WJB/vs

Word/Haynestown Heights



22

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

November 29, 1999

PLEASE REPLY TO:

DANBURY, CT 06810

Honorable Gene F. Eriquez, Mayor  
Honorable Members of the Common Council  
City of Danbury, Connecticut

Re: White Oak Estates – Pocono Lane  
Extension of utilities

Dear Mayor and Council Members:

The Common Council previously approved the extension of utilities to serve the above referenced site. The developers have since determined that the project would benefit from a phased acceptance of the completed facilities. Attorney Paul N. Jaber wrote to you on November 16, 1999, requesting permission for his clients to proceed on that basis and William Buckley and Patricia Ellsworth have indicated to you that they find such an approach acceptable.

Please be advised that this office likewise has no objection to the conveyance of sewer and water lines to the city on a phased basis, as each discrete section is completed and approved by the Public Works Department. Your approval, if you elect to grant the request, should be made contingent upon compliance with the remaining conditions of the original approval.

Please contact me if you have any questions.

Sincerely,



Eric L. Gottschalk  
Corporation Counsel

cc: Patricia A. Ellsworth, Acting City Engineer  
William J. Buckley, Jr., Acting Director of Public Works



# 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

November 22, 1999

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

Dear Mayor Eriquez and Common Council Members:

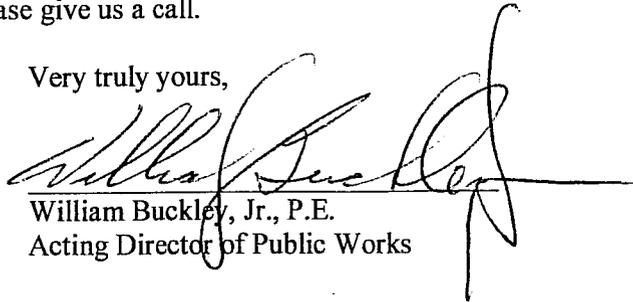
White Oaks Estates – Pocono Lane  
Sanitary Sewer and Water Main Extensions

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 to and within White Oaks Estates in phases to be agreed upon between our departments and the developer after our departments find the improvements in each phase to be acceptable, when mapping is acceptable and when the legal documents conveying the improvements are acceptable to the Corporation Counsel.

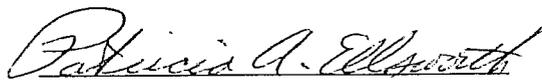
We have no objection to the Common Council agreeing to the November 16, 1999 request from Attorney Paul N. Jaber for a modification of the terms and conditions of the Council's grant of approval of the water and sanitary sewer extensions to allow for phased acceptance of the improvements.

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

Very truly yours,



William Buckley, Jr., P.E.  
Acting Director of Public Works



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

C: Eric L. Gottschalk, Esq.  
Paul N. Jaber, Esq.



COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO  
PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
148 DEER HILL AVENUE, POST OFFICE BOX 440, DANBURY, CONNECTICUT 06813-0440

FRANCIS J. COLLINS  
EDWARD J. HANNAFIN  
JACK D. GARAMELLA  
PAUL N. JABER  
JOHN J. TUOZZOLO\*  
ROBERT M. OPOTZNER\*\*  
E. O'MALLEY SMITH  
THOMAS W. BEECHER  
EVA M. DEFRANCO  
CHRISTOPHER K. LEONARD  
JILL H. O'CONNOR  
GAIL HAMATY MATTHEWS\*\*\*  
LAURA A. GOLDSTEIN  
GREGG A. BRAUNEISEN\*\*

TELEPHONE (203) 744-2150  
3304  
EXTENSION:  
FACSIMILE (203) 791-1126

---

RIDGEFIELD OFFICE:  
24 BAILEY AVENUE  
RIDGEFIELD, CONNECTICUT 06877  
TELEPHONE (203) 438-7403  
FACSIMILE (203) 438-7425

---

INTERNET ADDRESS:  
HTTP://WWW.CHGJTLAW.COM  
PLEASE RESPOND TO DANBURY OFFICE

November 19, 1999

\*OF COUNSEL  
\*\*ALSO ADMITTED IN NEW YORK  
\*\*\*ADMITTED IN PENNSYLVANIA

HAND DELIVER

Honorable Christopher Setaro  
President of Common Council  
City of Danbury  
City Hall  
155 Deer Hill Avenue  
Danbury, CT 06810

**RE: White Oaks Estates Sewer and Water Line Extension**  
**Our File Number: 97-12145-8-P**

Dear Mr. Setaro:

This office represents Empire Development, Inc., the developer of White Oaks Estates, Pocono Lane, Danbury, Connecticut. 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 cluster development to the City in phases. The three phases anticipated are set forth on the attached map. This would enable the developer to obtain Certificates of Occupancy for homes located within the area 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 Department and to the Corporation Counsel.

Honorable Christopher Setaro

-2-

November 19, 1999

In discussions with the Engineering Department and the Public Works Department, I understand that they have no objection to this phasing. The Common Council approved the extension of the water line on March 2, 1999 and the sewer line at its July meeting of 1998.

Thank you for your consideration in this matter.

Yours very truly,



Paul N. Faber

PNJ:mm  
Enclosure

cc: Mr. William Buckley - with enclosure  
Mr. Pat Ellsworth - with enclosure  
Mr. Paul Scalzo - Fax without enclosure

COHEN AND WOLF, P. C.  
ATTORNEYS AT LAW

23

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  
ANN B. MULCAHY

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

November 8, 1999

PLEASE REPLY TO Danbury  
WRITERS DIRECT DIAL: (203) \_\_\_\_\_

Mr. Christopher Setaro, President  
Danbury Common Counsel  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

RE: Linron Gardens Condominium Association

Dear Mr. Setaro:

Please be advised that this office represents Linron Gardens Condominium Association, Inc. On behalf of the Association, I am hereby petitioning the Common Counsel to accept a proposal to settle a pending dispute between the Association and the City with regard to water charges.

By way of background, on or about March 1, 1999 the City issued a utility bill for current and past due water and sewer usage at Linron Gardens Condominium totaling \$52,222.30. The past due sewer and water charges had not been previously billed by the City, apparently because the water meter at the condominium had not been functioning for approximately two (2) years prior to the issuance of the bill.

During the period that the water meter was not functioning properly, the City billed the Association a flat minimum fee for water and sewer usage and the Association paid the flat fee upon receipt of the bills.

After receipt of the \$52,222.30 bill the Association commenced a dialog with the City, through its corporation counsel, in order to attempt to develop a payment plan which would be acceptable to the City as well as feasible for the Association. The Association offered to make an initial payment of \$15,000.00, and to make fifteen (15) consecutive monthly payments of \$2,149.96 through January 1, 2001. This arrangement did not contemplate the payment of interest.

The Water Department has apparently rejected the payment plan because it does not include the payment of interest.

COHEN AND WOLF, P. C.

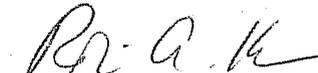
November 8, 1999

Page 2

It is the Association's position that, due to the unusual circumstances the proposed payment plan offers an equitable and reasonable settlement of the matter.

Kindly place this matter on the agenda of the next meeting of the Common Counsel so that I may speak at that time on behalf of my client.

Very truly yours,



Robin A. Kahn

RAK/lr

Cc: Craig Cavazzini

Mary Smith

24

Allen Hindin  
256 Great Plain Rd.  
Danbury, CT 06811-3153

Nov. 4, 1999

The Common Council  
City of Danbury  
155 Deer Hill Ave.  
Danbury, CT 06810

**Members of the Council:**

My wife and I purchased 256 Great Plain Road on Labor Day weekend of 1990. It was to be our dream house on the shore of Candlewood Lake. Constructed in 1985, it had a large deck overlooking the lake and provided west by northwest views all the way to Vaughn's Neck.

The house was built on a sloping piece of property that received run-off from the hill across Great Plain Road, however a series of curtain drains had been installed which provided adequate drainage. Certainly perc tests were passed; a septic was installed and inspected by agents of the city. We, along with several friends, created a great deal of "sweat equity" by cleaning up the lakeside area, building a free-standing garage in which to work on projects and other finishing touches which enhanced our dream. During November 1996, we discovered that the deck and attached garage did not comply with Danbury building code. Working with the building department, we began corrections, some of which have been quite costly. Nonetheless, 256 remained our dream house.

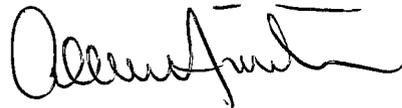
During the Fall of 1996, the City of Danbury re-paved Great Plain Road and installed curbing, which had not previously existed. Shortly thereafter, we began to experience significantly increased water run-off. Curbing provided improved water movement from as south as Lakeview Dr. and changes to northern property, which was not curbed also increased water flow from Wannarest. Drains along Great Plain Rd were not improved or increased in number as part of the paving process. The drain throats, ranging from one and a half to three and a half inches in height often became clogged with debris, much of which moved more freely due to curbs which encouraged water flow along the road. During the heavier downpours, I have noticed that drains not blocked by debris over-flow as well, apparently due to a more efficient flow of water along the road, but without increased drain piping to the lake, these drains are rendered almost useless. Overall since Fall of 1996 re-paving and placement of curbs, 256 has become the drainage site for approximately 2400 feet of Great Plain Road.

A heavy rain during the Spring of the following year resulted in a massive overflow from Great Plain Road. Despite my many attempts to clear drains along the road, approximately eight inches of water accumulated in front of my property, resulting in a rush of run-off which created a trench along the south side of my house. A large mass of mud/debris was deposited in my yard facing the lake. It was then that I first contacted the Danbury Highway Department about the problem of water run-off. I was initially advised that it was my responsibility to keep drains in front of my property clean, after which I can recall several occasion during which I endured bone soaking attempts to maintain clear drains as far as Siboney Terrace. The problems of run-off continued.

The trench is now a scar, approximately four feet across, three feet deep and eighty feet long. My yard is approximately eight inches above where it was prior to paving and curbing Great Plain Road. Drains on our property routinely clog, resulting in a swamp-like yard, washout of our plantings and exposure of footings, recently installed and passed inspection, as part of the process to legalize our deck. A back driveway, off of Shady Knolls, has also washed out, developing ten to twelve inch trenches along its length, rendering it almost impassable. In the past, we used this access to drive elderly relatives and friends down to the lake, avoiding the many steps, which otherwise must be negotiated. Our septic galleys are becoming exposed and occasionally flooded, resulting in slow flushing and no flushing of toilets. The dream has developed some nightmarish characteristics.

During the process of working my way through the various Danbury City Departments, I encountered Engineering and Mr. Bill Buckley, who most recently has visited. Mrs. Smith, a Council member also come to look the situation over and been helpful. I recently noticed that a Council committee has been assigned to study drainage problems along Great Plain Road. Upon inquiry, Mr. Buckley advised me that it did not relate to my property. He did however suggest that he had some ideas as to how to alleviate our proble. He indicated that support for his efforts would have to come from the Council. I respectfully and urgently request that the Common Council consider our plea for relief from this problem, which did not exist prior to paving and placing of curbs, and now threatens our home as well as the property around it. It is urgent that some solution be created before further damage occurs, preferably before Winter sets in. My wife and I are at our wits end.

Sincerely,

A handwritten signature in cursive script, appearing to read "Allen Funt". The signature is written in dark ink and is positioned below the word "Sincerely,".



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

25

WARREN W. PLATZ  
PURCHASING AGENT

(203) 797-4571

---

## M E M O R A N D U M

---

**DATE:** November 22, 1999  
**TO:** Mayor Gene F. Eriquez and Members of the Common Council  
**FROM:** Warren W. Platz, Purchasing Agent *WWP*  
**RE:** Item #26 on the November 4<sup>th</sup> Common Council Agenda: "Request to Purchase Land on Ye Olde Road"  
**CC:** D.A. Setaro, Jr., Director of Finance, L.L. Pinter, Assistant Corporation Counsel

There are two parcels on Ye Olde Road #s E17059 and E17060. The total taxes due on these parcels is \$18,437.94. We had received an offer from Adam Negri to purchase them for \$20,000.00 and it was referred to the Common Council. At the November 4<sup>th</sup> meeting of the Council, the decision was made to rebid these parcels. Because the Board of Awards was uncertain as to what the Council has intended, at the November 17<sup>th</sup> meeting of the Board, it was voted to return this to the Common Council for reconsideration since the offer exceeded the taxes due by \$1,562.06.

Thank you for your consideration of this request.

WWP/bmm

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

RE: Minutes of the November 4, 1999 Common Council Meeting

Mayor Eriquez called the meeting to order at 7:45 P.M. The Pledge of Allegiance and Prayer were recited. The members were recorded as:

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

**ABSENT** – Buzaid, Falzone, Gallagher

17 Present - 3 Absent

### PUBLIC SPEAKING

1. Lynn Waller, 83 Highland Avenue – spoke on item 22
2. Lorraine Seder, 224 Great Plain Road – spoke on item 14
3. Debbie Legg, 215 Great Plain Road – spoke on item 14
4. Margaret Mitchell, 67 Main Street – spoke on item 25

(At 8:00 P.M. Matthew Gallagher arrived and was marked present)

5. Gil Brouillette, 217 Great Plain Road – spoke on item 14
6. Diane Sanders, 15A Weindorf Lane – spoke on item 32

**MINUTES** – Minutes of the Common Council Meeting held October 5, 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 CALENDAR** – John Esposito presented the following items for the Consent Calendar:

2 - Approve application and resolution for Association of School Based Health Centers Husky Outreach grant for school based health center outreach - \$6,275.00

3 - Approve application and resolution for State Local Substance Abuse Prevention Council grant to benefit Stand Together Make a Difference via the City - \$5,675

4 - Approve application and resolution for State Department of Health Services School Based Health Center Continuation Grant in an amount not to exceed \$304,000

Request from Stacey A. Cassidy to purchase lot #B08042 on Rockwood Lane. Mr. McAllister asked that this be referred to the City Engineer, the Planning Commission, the Director of Planning and the Director of Finance for reports back within thirty days. Mayor Eriquez so ordered.

24 - **COMMUNICATION** - Request for Extension of Time - Joe's Hill Road

Request from Peter and Barbara Mulready for an extension of time for the installation of a sewer line at 1 Joe's Hill Road. A twelve-month extension of time was granted on the Consent Calendar.

25 - **COMMUNICATION** - Water Problems at 65 Main Street, Park Place

Request that an ad hoc committee be formed to address flooding problems at 65 Main Street and several lots on Park Place. Mr. Setaro asked that this be referred to an ad hoc committee, the Superintendent of Public Utilities, and the City Engineer. Mayor Eriquez so ordered and appointed Council Members Levy, John Esposito and Saracino to the committee.

26 - **COMMUNICATION** - Request to Purchase Land on Ye Olde Road

Request from Adam J. Negri to purchase lot nos. E17059 and E17060 on Ye Olde Road. The communication was received and the item referred to the Corporation Counsel and the Purchasing Agent to rebid parcels on the Consent Calendar.

27 - **COMMUNICATION** - FAA Agreement with Airport

Revised agreement submitted by the Federal Aviation Administration stating that as of November 3, 1999 the FAA has notified the City that Robinson Van Vuren Associates, Inc. will operate and provide the Air Traffic services at the Danbury Airport Traffic Control Tower. The agreement was approved on the Consent Calendar.

28 - **COMMUNICATION** - Application for Deferral of Assessment Increases - Bedoukian Research

Letter from Director of Planning Dennis Elpern stating that he has reviewed the application for a deferral of assessment increases attributable to construction and improvements submitted by Robert H. Bedoukian on behalf of Bedoukian Research at 27 Augusta Drive. It was determined that the applicant is eligible. Mr. Setaro made a

11/4/99

Adam J. Negri  
P.O. Box 4153  
Danbury, CT. 06813-4153  
(203) 730-9767 Hm.  
(203) 744-7025 ext. 140 Wk.

October 19, 1999

Mayor Gene Eriquez and Members of the Common Council  
City of Danbury  
C/O City Clerk

RE: Lots # E17059 and E17060

Dear Sir and Members of the Common Council,

I have received the bid package offered by the town of Danbury dated May 25, 1999. In this package I would like to purchase the two (2) lots located on Ye Olde Road in Danbury. The lot numbers are as follows E17059 and E17060. I have been lead to believe that these properties are still available and that the town is interested in selling these properties.

Selling these two (2) properties will decrease the City's liability and increase tax revenue. I'm very interested in purchasing these lots, with the intentions of building one (1) building roughly 20,000 square feet or two (2) 10,000 Square foot industrial buildings.

My offer for the two parcels is \$20,000.00. This offer will expire within 45 days from the date of this letter. In the event my offer is excepted I would propose to close before years end.

I look forward to hearing from you on this matter.

Sincerely



Adam J. Negri

cc Warren W. Platz

Adam J. Negri  
P.O. Box 4153  
Danbury, CT 06813-4153

November 18, 1999

(203) 796-1527

Mayor Gene Enriquez and Members of the Common Council  
City Of Danbury  
C/O City Clerk

RE: Lots #E17059 and E17060

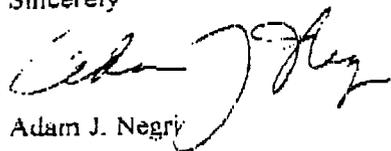
Dear Sir and Members of the Common Council,

It has been brought to my attention by Mr. Warren Platz that my offer for the above mentioned property will be reviewed again by the Common Council in the beginning of December.

I would like to extend my offer beyond the time stated in my October 12<sup>th</sup> letter to the end of December 1999.

I thank you in advance for your efforts regarding this matter. If you have any questions or would like to discuss this matter further please feel free to contact me at (203) 744-7025 ext. 140 wk or (203) 730-9767

Sincerely



Adam J. Negri



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

WARREN W. PLATZ  
PURCHASING AGENT

(203) 797-4571

November 18, 1999

To: File

Re: Board of Awards – Wednesday, November 17, 1999

Attending: K.G. Redenz, Assistant Director of Finance  
L.L. Pinter, Assistant Corporation Counsel  
R.M. Palanzo, Superintendent of Public Buildings (Items 1 & 2)  
W. W. Platz, Purchasing Agent (Item 3)

The Board of Awards convened at 10:02 A.M. in the Purchasing's Conference Room to consider the following:

**"Fire Alarm Inspections – Various Schools"** Mr. Platz reported that the fire alarms in the schools need to be inspected, and that the Fire Marshall's office has told us that it must be done as soon as possible. He said that we originally thought we could ride off of the State contract and have Simplex do the work; however, the State contract includes maintenance, which we don't require, because we will be doing the maintenance in-house. We obtained written quotes for the inspection only and Simplex came in at \$39,329.00, United Alarm came in at \$31,673.60 and Alarm King did not quote. Mrs. Redenz asked if United Alarm had done the system in City Hall and Mr. Palanzo said they had. Mr. Palanzo then moved to award to United Alarm for \$31,673.60. Mrs. Redenz seconded the motion. Attorney Pinter asked if the two companies were bidding on the same number of locations. Mr. Platz said that both companies received the same specifications and Mr. Palanzo added that we were comparing apples to apples. He explained that the difference in price is based on the difference in labor rates that are paid by the companies as well as travel time. He said that Simplex is located in Milford, CT, whereas United Alarm is located in Brookfield. The motion was then carried unanimously.

**"Electrical Contractors for Standby Power Distribution Modifications"** Mr. Platz reported that this is for three locations: Broadview Middle School, Fire Department Headquarters and Danbury High School. Mrs. Redenz asked what this was for and Mr. Palanzo explained that we would be hiring electricians off of our bid list to help us with the redistribution of generator supplied power at various locations so that they will comply with the City's Y2K plan. Mrs. Redenz asked if, after January 1<sup>st</sup>, the electricians would be gone. Mr. Palanzo said that this is a one-shot deal whereby the electricians will leave as soon as the job is done. Mr. Palanzo explained further that we have generators at City Hall, Police Dept., Fire Dept., Broadview Middle School and Danbury High School. Mrs. Redenz asked why the generator at City Hall wasn't included and Mr. Palanzo said it was because this one is automatic and it will be done by us in-house. He said that at the schools we have a 30 KW generator and it supplies a certain number of electrical panels; and the Y2K plan calls for us to maintain the gymnasiums as warming shelters and they weren't on the original panel distribution system from the generators. He explained that we have to hire an electrician to come in to resupply the power so that we can supply the gymnasiums because there is no emergency power in the locations where we need to have it for the Y2K plan or for future disaster plans. He added that we are actually supplying and installing a generator at the War Memorial because that location has been designated by the Mayor as our primary shelter. Mrs. Redenz asked if this was for labor and materials and Mr. Palanzo said it was. Mr. Platz informed the Board that we had done an RFQ for electricians rates, and that there was one requisition for each location; therefore, we would hire three different companies. He said that we would start with the lowest hourly rate and work our way up. Mrs. Redenz asked why we wanted a different company for each location and Mr. Palanzo said so that they can start now and have the work completed in two weeks. Mr. Palanzo also said that time is the key factor here, and that if they cannot promise that the work will be done on time we will go to the next

(Over)

bidder. He then moved to award to the low bidder based on hourly rate and if they cannot meet our time requirements we will go to the next bidder. Mrs. Redenz seconded the motion which was then carried unanimously.

**Bid #04-98-9-05 "Surplus Property - Various Parcels - Rebid"** Mr. Platz reported that this pertains to three locations that were on the original bid: property on Cedar/Pine Trail; property on Fox Den Road and two adjacent parcels on Ye Olde Road. He advised the Board that no offers were received on these parcels at the time of the bid opening ; however, after the bid opening we did receive some offers which were sent to the Common Council for review. The offers we received were: \$1,000.00 from Audra Edele and John Morton for Fox Den Road (taxes owed: \$3,291.85); \$2,200.00 from Suzanne Saunders for Cedar/Pine Trail (taxes owed: \$6,511.43) and \$20,000.00 from Adam Negri for the two parcels on Ye Olde Road (total taxes owed: \$18,437.94). Mr. Platz explained that the September 8<sup>th</sup> meeting of the Common Council approved the sale of the property on Cedar/Pine Trail; however, the offer of \$2,200.00 was not made until October 28<sup>th</sup>. Attorney Pinter said that we should only sell the property for the full amount of the back taxes. Mr. Platz said that he would call Ms. Saunders and try to negotiate a higher price. Mr. Platz then reported that the November 4<sup>th</sup> meeting of the Common Council approved the sale of the property on Fox Den Road for the amount of taxes owed. Mr. Platz said that he contacted Ms. Edele and Mr. Morton and they agreed to a purchase price of \$3,292.00. He added that, also at the November Council meeting they voted to rebid the two parcels on Ye Olde Road. Mr. Platz then moved to approve the sale of the property on Fox Den Road for \$3,392.00. Mrs. Redenz seconded the motion which was then carried unanimously. Mr. Platz also moved to reject the offer of \$2,200.00 for the property on Cedar/Pine Trail and to approach Ms. Saunders about meeting the tax obligation as her offer. Otherwise, the parcel will be rebid in the spring with the other parcels. And, finally, at Attorney Pinter's suggestion, he moved to send Adam Negri's offer of \$20,000.00 back to the Common Council for review because the members of the Council might not have been aware that his offer exceeded the amount of taxes due. Mrs. Redenz seconded the motion which was then carried unanimously.

Having no further business to come before the Board, Mr. Platz asked for a motion to adjourn. Mrs. Redenz made a motion to adjourn. Attorney Pinter seconded the motion which was then carried unanimously. The Board of Awards adjourned at 10:32 A.M.

Respectfully submitted,



Warren W. Platz  
Purchasing Agent

WWP/bmm

c: All Attendees  
Mayor G.F. Eriquez  
B. Schaffer



26

# 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

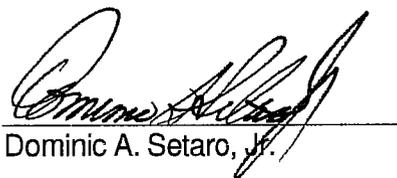
---

**To:** Hon. Gene F. Eriquez via the Common Council  
**From:** Dominic A. Setaro, Jr., Director of Finance  
**Date:** December 1, 1999  
**Re:** **REVISED LOCIP APPLICATION**

---

At its November 1999 meeting, the Common Council authorized you to make application in the amount of \$293,865 to the State of Connecticut for a one-time grant for LOCIP funds. Since that list was approved, we have received revised estimates regarding the purchase of a generator and various electrical modifications to be made. I would request that at its December meeting, the Common Council approve the attached revised list and authorize you to make transfers from within those items, as permitted by City Charter, in the event that final prices differ from the most recent estimates.

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



Dominic A. Setaro, Jr.

DAS/jgb

REVISED 12/1/99

Rebuild/Repave Highways (including Public Buildings Parking Lots)	\$ 29,383
Tarrywile Education Center Sewer Connection	11,500
Year 2K Equipment Purchase and Upgrades, Consulting Fees, Etc.	154,773
Cots for Warming Center	7,025
Two Vehicles for the Health Department	26,000
Portable Radios	5,184
Children's Garden – Tarrywile Park	<u>60,000</u>
Total	\$293,865

---

YEAR 2K BREAKDOWN

Sewage Treatment Plant Upgrade	\$ 62,000
Airport Gates	7,982
Electrical Engineering Consultant	13,400
Generator Purchases and Modifications to Old Generators, etc.	<u>71,391</u>
Total	\$154,773

December 7, 1999

27

Members of the Common Council  
City Hall  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

Re: **Sanding of Cooper Road**

Dear Council Members:

I would like to request that the City of Danbury extend the sanding of Cooper Road. There are taxpayers who have to get to work and families who have to get their children to school.

There is a road off Ball Pond Road named Old Ball Pond Road which the City maintains. This road is not shown on City maps. Cooper Road is on the City maps.

I would appreciate having this matter addressed as the entrance to my home is on Cooper Road.

Sincerely yours.

Ronald A. Clark  
88 Ball Pond Road  
Danbury, Conn. 06811



5 - OCTOBER

28



**CITY OF DANBURY**  
155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

**PLANNING COMMISSION**  
**(203) 797-4525**

November 9, 1999

Common Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

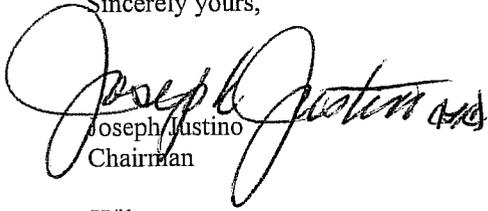
Re: 8-24 Referral – 5 – Resolution – Storm Drainage Easement – Ford Avenue

Dear Council Members:

The Planning Commission at its meeting November 3, 1999 motioned for a positive recommendation for the resolution for storm drainage easement at Ford Avenue.

The motion was made by Mr. Parker seconded by Mr. Malone and passed with “ayes” from Commissioners Parker, Malone, Zaleta, Manuel and Justino.

Sincerely yours,

  
Joseph Justino  
Chairman

JJ/jlc



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

29

PLEASE REPLY TO:

October 26, 1999

DANBURY, CT 06810

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

Re: TISANO Lease  
October Agenda Item No. 17

Dear Mayor and Council:

This will respond to your request for a thirty day report on a request to re-negotiate leases for property owned by the City and adjacent to the north side of the Danbury Municipal Airport. The two properties involved in this lease from Danbury to Tisano are used to park vehicles for access to the strip shopping center located across from the Mall on Backus Avenue.

Attorney Robin Kahn, representing the present tenant and occupant, has requested that the City consider extending the term of the leases, and to consider a change in rent (although no specific rental adjustment is included). This request is somewhat unusual in the sense that both leases still have a number of years to run – the original term(s) to the year 2003 and the option period(s) to 2008.

Inasmuch as both leases were originally considered by the Danbury Aviation Commission in 1993 and 1995 respectively, we advise that you refer the request to that Commission for its review and consideration, with a report back to you. I suggest a referral to the Airport Administrator as well.

In the event you ultimately choose to amend the leases, we can work with counsel to prepare the necessary documents. Please call us in the event you have any further questions.

Very truly yours,

Laszlo L. Pinter  
Assistant Corporation Counsel

c: Paul D. Estefan, Airport Administrator  
Roy Platt, Aviation Chairman  
Robin Kahn, Attorney at Law

llp/tisano

17-OCT



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**PLANNING COMMISSION**  
**(203) 797-4525**

November 9, 1999

Common Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

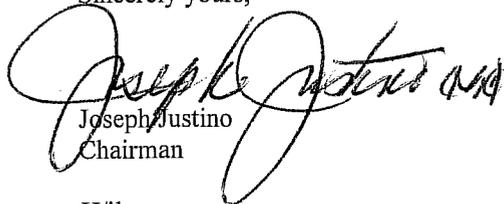
Re: 8-24 Referral – 17 – Tisano Lease – Off Backus Avenue

Dear Council Members:

The Planning Commission at its meeting November 3, 1999 motioned a negative recommendation for the Tisano Lease off Backus Avenue for the reason the Commission feels that it is premature to commence negotiations at this time.

The motion was made by Mr. Parker seconded by Mr. Zaleta and passed with "ayes" from Commissioners Parker, Zaleta, Malone, Manuel, and Justino.

Sincerely yours,

  
Joseph Justino  
Chairman

JJ/jlc

31-OCT

30

CITY OF DANBURY  
HEALTH and HOUSING DEPARTMENT  
155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810  
ORDER OF ABATEMENT

(203)797-4625  
FAX 796-1596

OWNER OR AGENT Andrew And Robyn Jesser

28 Circle Drive

Danbury

CT 06811

LOCATION OF

PROPERTY 115 Padanaram Road

unit: Exterior Area

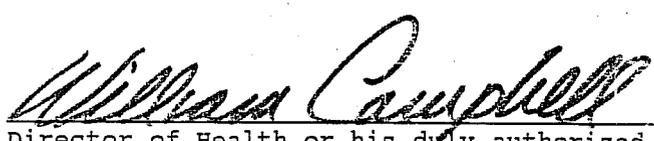
As owner or agent for the above property, you are hereby notified and ordered, in accordance with the provisions of section 10-16 of the Danbury Housing Ordinance to correct conditions found to be detrimental to life or health as listed below, and within the designated time. Failure on your part to comply with this order will make you liable for prosecution.

INSPECTOR Don Melillo

DATE OF INSPECTION 09/23/99

DATE ISSUED 11/02/99 ITEMS: All

TO BE CORRECTED ON OR BEFORE 11/19/99



Director of Health or his duly authorized agent

ITEM	SECTION	SPECIFICATIONS
1	10-3(A)(5)	EXTERIOR: RUBBISH AND DEBRIS IN YARD- old wood, tires, piping metal plates, cable, metal grates, metal railing, plastic sheeting, motor vehicle parts, styrofoam, screens, glass doors, drainage tiles at right side/rear of property.

front of the form 987

TO: Zoning Enforcement Officer

FROM: Health and Housing Department

REF: 115 Padanaram Road (rear of property)  
Danbury, Connecticut

---

UNREGISTERED MOTOR VEHICLE REFERRAL

During the course of an inspection at the above referenced property, unregistered motor vehicles were noted. This is being brought to your attention for whatever action you deem appropriate.

SIGNED: Don Melillo DATE: 10/1/99

INSPECTION REPORT

Request No. 9503045 Observed Use One - Family Rental

Address 115 Padanarom Road Apt. Designation \_\_\_\_\_

Tenant-Lease Holder \_\_\_\_\_ Tenure \_\_\_\_\_

Rent Includes: Heat \_\_\_\_\_ H.W. \_\_\_\_\_ Elec. \_\_\_\_\_ Gas \_\_\_\_\_ Other \_\_\_\_\_

Stove \_\_\_\_\_ Refrig. \_\_\_\_\_ Smoke Detector \_\_\_\_\_ Window Screens \_\_\_\_\_ Door Screen \_\_\_\_\_

No. of Rooms \_\_\_\_\_ No. of Bedrooms \_\_\_\_\_ No. of Persons \_\_\_\_\_

NAME	RELATION	SEX	AGE	DATE OF BIRTH
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

C.A.O./C.A.R. Issued \_\_\_\_\_ Unreg. Motor Vehicle(s)

INSPECTOR(S) D.M.

DATE 9/23/99 TIME 2:50 - 3:02 - 3:40pm

Rubbish at right side/rear of property:  
 old wood, tires, piping, metal plates, cable, metal grates, metal  
 railing, plastic sheeting, m.v. parts, styrofoam, screens, glass doors  
 drainage tiles.



**CITY OF DANBURY**  
**DANBURY, CONNECTICUT 06810**

**DEPARTMENT OF POLICE**  
**120 MAIN STREET**

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

November 5, 1999

MEMORANDUM

To: Jimmetta Samaha, Assistant City Clerk  
Members of the Common Council

From: Chief Robert L. Paquette

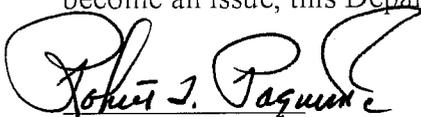
Subject: **Common Council Meeting – October 5, 1999**  
**Item #31**

On November 4, 1999, I viewed the site referenced in the attached letter at 115 Padanaram Road. The roadway in question appears to be an unimproved driveway leading to the main residential structure at 115 Padanaram Road. The roadway is in need of repair and bordered on one side by a poorly constructed stone wall. It is apparent that there are loose stones which periodically become dislodged and fall towards the complainant's property, (113 Padanaram Road).

At the peak of the roadway is a semi-open and level area. In this area the occupants have stored two unlicensed automobiles and a small camping trailer. This is an unpassable area via automobile. I can only assume that to access the reservoir's water valve, an individual must navigate on foot to access the area.

Without having access to the area's plot plans, I would have to surmise that the driveway is owned by the individuals living at 115 Padanaram Road, and that the City has the right to pass and re-pass to access the water valve. I believe the true issue involved in this matter is the unkept and unsightly way the area bordering 113 Padanaram Road is maintained. There is a clear and distinguishable difference between the two properties and residences. I don't believe there is much that can be mandated by the City of Danbury, except a review of the zoning laws as they pertain to the items questioned i.e. storage of unregistered motor vehicles on the property. All the other issues are debatable with respect to who has what right.

My recommendation is that the Zoning Department review the facts as alleged/observed and apply the necessary regulations as they pertain. If enforcement of the regulations become an issue, this Department will support enforcement as deemed legally necessary.

  
Robert L. Paquette  
Chief of Police

31

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:

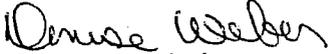
I sure hope someone from your dept., can direct me on who to talk with my problem. I live on 113 Padanaram Road, right above my house is a RIGHT OF WAY Road for the City of Danbury. On this "RIGHT OF WAY" is a water valve that feeds the reservoir on our road.

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 atleast 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

cc: D.W.

Mayor of Danbury

City Clerk

Health Dept.

Zoning Dept.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

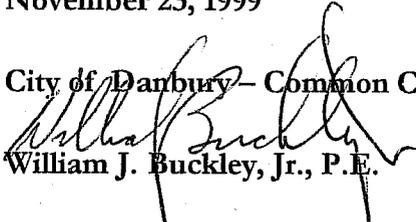
PUBLIC WORKS  
(203) 797-4537

ACTING DIRECTOR OF PUBLIC WORKS

## Memorandum

**Date:** November 23, 1999

**To:** City of Danbury - Common Council

**From:**   
William J. Buckley, Jr., P.E.

**Re:** Item #: 31 - 115 Panadaram Road (Blocking of City Right of Way)

**cc:** Mayor Gene Eriquez, Pat Ellsworth, Frank Cavagna

---

As a result of your request for a report concerning the above referenced item, I visited the site and reviewed some of the history relative to the engineering drawings and easements contained in the City's files. Please be advised that I can see no interference with the City's easement or ability to operate as a result of the activities on the referenced property. While there may be some parked cars and machinery over the easement they do not appear to be any permanent structures or, again, anything that would interfere with our ability to operate our water system.

Should you have any additional questions please do not hesitate to contact me.

WJB/vs

Word/115 Panadaram Rd





# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

## PLANNING & ZONING DEPARTMENT

(203) 797-4525

(203) 797-4586 (FAX)

November 30, 1999

TO: Common Council of the City of Danbury

RE: 115 Padanaram Road – Assessors Lot #F06006

The following is a compendium of action taken regarding complaint on above referenced property:

November 5, 1999 - Inspected property upon receipt of complaint.

November 5, 1999 – Sent letter out notifying property owners of zoning violation.

November 10, 1999 – Inspected site again, no action had been taken to correct violation and no response from property owners.

November 17, 1999 – Notified of change of address for property owners. Sent another letter (copy attached).

November 19, 1999 – Message left in this Department by the property owners confirming receipt of letter.

November 30, 1999 – Inspected site again and construction equipment appears to have been removed.

During the course of our involvement, this Department has been in regular contact with the person who filed the complaint. As of this time, I have not actually been in contact with the property owners.

Sincerely,

Sean Hearty

Assistant Zoning Enforcement Officer





# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

## PLANNING & ZONING DEPARTMENT

(203) 797-4525

(203) 797-4586 (FAX)

November 17, 1999

Andrew & Robyn Jesser  
28 Circle Drive  
Aqua Vista  
Danbury CT. 06811

Re: 115 Padanaram Road – Assessors Lot # F06006 – RA-80 Zone

Attention Property Owners,

It has been brought to our attention that there are multiple abandoned vehicles, construction equipment, trailers and assorted construction debris located at the above reference site. Your property is currently in a Residential Zone. The storage of such items is a violation of the City of Danbury Zoning Regulations. The removal of these items is now required.

Please contact this Department so that an inspection time can be made to verify compliance. Lack of action on your part regarding this letter will result in further legal action by this Department. Thank you for your cooperation in this matter.

Sincerely,

Sean Hearty  
Assistant Zoning Enforcement Officer





# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

PLANNING COMMISSION  
(203) 797-4525

November 23, 1999

Common Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

Re: 8-24 Referral – 19 – Offer to Sell Land on Beckerle Street to the City of Danbury

Dear Council Members:

The Planning Commission at its meeting November 17, 1999 motioned for a negative recommendation for the offer to sell land on Beckerle Street to the City of Danbury as this request has previously been reviewed and denied and circumstances have not changed which would render the property desirable to the City.

The motion was made by Mr. Manuel seconded by Mr. Malone and passed with "ayes" from Mr. Manuel, Malone, and Zaleta.

Sincerely yours,

  
Steve Zaleta  
Vice-Chairman

SZ/jlc

19-nov

31



19 Nov

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DENNIS I. ELPERN**  
**DIRECTOR OF PLANNING**

(203) 797-4525  
(203) 797-4586 (FAX)

## MEMORANDUM

To: Common Council  
City of Danbury

From: Dennis Elpern  
Director of Planning

Date: November 22, 1999

Re: Offer to sell property to the City of Danbury – Stanley Weyman  
Assessor Lot # G10126, Beckerle  
Item 19, November Common Council Meeting

The property offered for sale to the City has previously been offered by the same property owner, most recently in July, 1999. At that time, both the Planning Commission and I recommended against its purchase for various reasons, including potential environmental and drainage issues.

There has been no change in circumstance of which I am aware that would render this site beneficial to the City. Therefore, I again recommend against its purchase.

DIE/sc



iq-nou

# 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

November 10, 1999

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

Dear Mayor Eriquez and Common Council Members:

Offer to Sell Property  
Beckerle Street

At the November 4, 1999 Common Council meeting, the October 26, 1999 offer by Stanley Wayman to sell to the City property at 18-20 Beckerle Street was referred to our office for a thirty day report (reference Item 19 of the Common Council minutes).

This is the same property which was offered to the City by Mr. Wayman in June of 1999. At the August 4, 1999 Common Council meeting, reports were received from City staff and the Common Council determined to take "no action at this time" (reference Item 33 of the August 4, 1999 meeting minutes).

For your reference I am attaching a copy of my July 8, 1999 report to you.

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

Very truly yours,

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

Encl.

C: William Buckley, Jr., P.E.  
Dominic Setaro, Jr.  
Dennis Elpern





# 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

July 8, 1999

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

Dear Mayor Eriquez and Common Council Members:

Offer to Sell Property  
Beckerle Street

At the July 6, 1999 Common Council meeting, the offer by Stanley Wayman to sell to the City property at 18-20 Beckerle Street was referred to our office for a thirty day report ( reference Item 20 of the Common Council minutes ).

Mr. Wayman's property located at 18-20 Beckerle Street is designated as Tax Assessor's Lot G10126. It is located adjacent to City owned property presently used to access the Danbury High School southerly parking lot.

A copy of a section of the Tax Assessor's map showing this lot is enclosed for your reference. According to the Tax Assessor's records ( copy of property card enclosed ), the lot in question is 100 feet wide by 125 feet deep and 0.29 acre in area. There is a trailer set on concrete blocks located on the property. The trailer is served by a well and by City sanitary sewer. If the City decides to consider the acquisition of this property, it should be determined whether Mr. Wayman intends to remove the trailer from the site or include the trailer in the sale. The existing well and sanitary sewer connection would have to be abandoned if a use other than a residence is considered.

On the enclosed copy of the City's topographic map of the area I have shown the parcel of land in question. At the time the map was prepared ( 1965 ), a low area straddled the property line between Mr. Wayman's land and the City's land. This low area seems to fall within a designated wetlands area shown on the enclosed copy of a section of the Environmental Impact Commission's ( EIC ) wetland map. In order to fill this low area to expand the parking lot, permission from the EIC would be required.

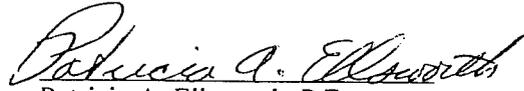
The Tax Assessor's card indicates that this lot is in a RA-20 zone. Input from the Planning and Zoning Department as to whether a parking lot could be constructed in this location should be sought.



It is assumed that the Board of Education is also being given the opportunity to consider this proposal.

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

Very truly yours,



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

Encl.

C: William Buckley, Jr., P.E.  
Dominic Setaro, Jr., with encl.  
Dennis Elpern, with encl.



TAX ASSESSOR  
 CITY OF DANBURY, CONN.  
 COMPILED 1973 — 1974

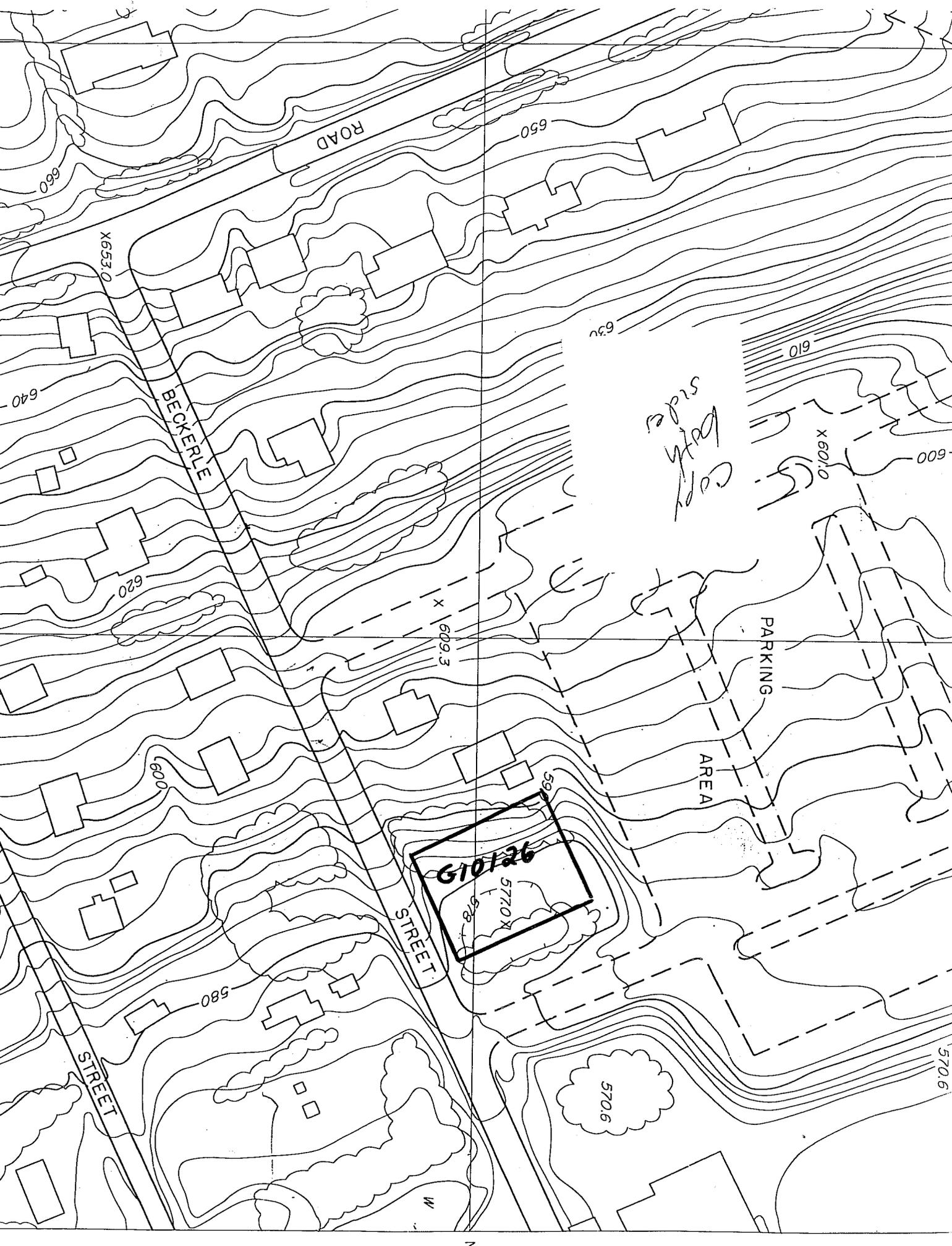
REAL ESTATE RECORD DANBURY, CONNECTICUT

SIDE	CARD	STREET: #						ZONE	AREA	LOT	T. MAP	WATER	SEW
N	7	OWNER:						07-30	1	810126 12-13	3-10	NO	yes 12/11
FRONT	REAR	AV. DEPTH	FIGURE	UNIT PRICE	DEPTH %	PRICE	TOTAL	CORNER INFL.	DEPR.	SOUND VALUE	ASSESSOR'S VALUE	BOARD OF TAX REVIEW	
100	100	125	100	80.00	108.9	5712	5710						
TOTAL VALUE LOT										8700	6100		

PERMITS & DESCRIPTION	COMPLETION DATE	TYPE	FRONT ACRES	REAR ACRES	TOTAL AC.
		HOUSE LOT	@ =	@ =	SUB. TOTAL
		CLEAR OR POND	@ =	@ =	VOL. FACT
		WOODED	@ =	@ =	ACREAGE VALUE
		MARGINAL	@ =	@ =	LAND AND/OR LOT VALUE

BUILDINGS	TYPE	YEAR BUILT	REMOD.	CONDITION	REPLACEMENT COST	DEPR. PHYS. OTHER	SOUND VALUE	ASSESSOR'S VALUE	BOARD OF TAX REVIEW
OUT BLDG.	CONST.	ROOF	FLOOR	O.H.D. STY.	SIZE	AREA	UNIT		

MAIN BUILDING CONSTRUCTION			STY.	DIMENSIONS	SQ. FT.	UNIT	REPLACEMENT	TOTAL VALUE BUILDINGS	TOTAL VALUE LAND & BUILDINGS
TYPE	ROOF SHAPE	FLOORS							6100
ONE FAMILY	GABLE	CEMENT CELLAR							<p>40' TRAILER ON Lot on CB Support</p>
FAMILY	HIP	DIRT CELLAR							
NO. OF ROOMS	FLAT	HARDWOOD							
BSMT.	2ND.	GAMBREL							
1ST.	3RD.	MANSARD							
		DORMERS							
APARTMENTS	FULL DORMER	AS.-RUB. TILE							
STORES									
MOTEL	EXTERIOR WALLS	HEATING							
INDUSTRIALS	CLAPBOARDS	RADIANT							
OFFICES	WD. SHINGLE	HOT WATER							
WAREHOUSE	ASP. SHINGLE	STEAM OR VAPOR							
COMM. BLDG.	ASB. SHINGLE	HOT AIR GRAVITY							
GAS STATION	WD. SIDING	FORCED HOT AIR							
RESTURANT	ASP. SIDING	ELECTRIC							
	ASB. SIDING	UNIT HEATERS							
FOUNDATION	METAL SIDING	AIR CONDIT.							
CONCRETE	COM. BR. VEN.	O-G. BUR.-STOKER							
CON. CIND. BLK.	FACE BR. VEN.	NO HEAT							
BRICK-STONE	SOLID BRICK								
POSTS	STONE ON T-BLK.	PLUMBING							
CELLAR AREA FULL	STUCCO ON FR.	BATH COMPL. 3 FIX.							
PART CELLAR	STUCCO ON C. BLK.	BATH TILED 3 FIX.							
NO CELLAR	STUCCO ON BR.-TILE	TOILET RM. 2 FIX.							
	CON.-CIND. BLK.	T.R. TILED 2 FIX.							
ROOFING	TEXTURE III	W.C.							
SHINGLES	WOOD SHAKES	SINK							
SLATE		URINAL							
TILE	INTERIOR FINISH	BRADLEY							
METAL	PLASTER	SHOWER							
COMP.	WALLBOARD	NO PLUMBING							
BUILT UP	PANEL RMS.	EXTRAS							
	ATTIC ROOMS	SPRINKLER							
	BSMT. ROOMS	ELEVATOR							
	FIREPLACE								
TOTAL REPLACEMENT COST									
DATE		INSPECTOR		REMARKS					
12/15/12									



ROAD

X653.0

BECKERLE

*both  
side  
COP*

PARKING

AREA

**G10126**

577.0 X

STREET

STREET

570.6

570.6

W

N

660

650

630

610

600

640

620

X 609.3

600

590

580

578





# 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:** November 29, 1999  
**Re:** **ITEM #19, BECKERLE STREET, COMMON COUNCIL AGENDA 11/4/99**  
**CC:** William Buckley, Dennis Elpern

---

Regarding the request made to the Common Council on November 4 and the report submitted to the Council dated November 10 by Patricia Ellsworth, I concur with her recommendation.

  
\_\_\_\_\_  
Dominic A. Setaro, Jr.

DAS/jgb



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

23-nov

32

**PLANNING COMMISSION**  
**(203) 797-4525**

November 23, 1999

Common Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

Re: 8-24 Referral – 23 – Request to purchase City land Rockwood Lane (Assessor's Lot No. B08042)

Dear Council Members:

The Planning Commission at its meeting November 17, 1999 motioned for a negative recommendation for the offer to purchase land on Rockwood Lane for the reason that it abuts other City owned land and is within the watershed of West Lake Reservoir.

The motion was made by Mr. Manuel seconded by Mr. Malone and passed with "ayes" from Commissioners Manuel, Malone, and Zaleta.

Sincerely yours,

  
Steve Zaleta  
Vice-Chairman

SZ/jlc



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DENNIS I. ELPERN  
DIRECTOR OF PLANNING

(203) 797-4525  
(203) 797-4586 (FAX)

## MEMORANDUM

To: Common Council  
City of Danbury

From: Dennis Elpern  
Director of Planning

Date: November 22, 1999

Re: Offer of Purchase City-owned Property on Rockwood Lane – Stacey Cassidy  
Assessor Lot #: B08042  
Item 23, November Common Council Meeting

The property for which interest has been expressed is a land-locked, 3.5 acre parcel located to the south of Rockwood Lane. It is adjacent other City-owned property which includes Boggs Pond, a City-reservoir, and is within the West Lake Watershed.

Due to the proximity of the site in relation to existing City-owned land and the environmental sensitivity of the area, I recommend against its sale to Ms. Cassidy.

DIE/sc





# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DOMINIC A. SETARO, JR.**  
DIRECTOR OF FINANCE

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

---

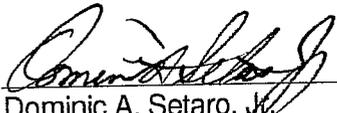
## M E M O R A N D U M

---

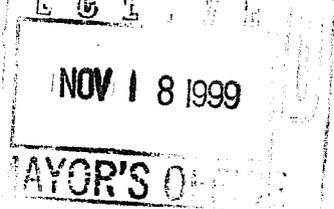
**To:** Hon. Gene F. Eriquez via the Common Council  
**From:** Dominic A. Setaro, Jr., Director of Finance  
**Date:** November 29, 1999  
**Re:** **ITEM #23, ROCKWOOD LANE, COMMON COUNCIL AGENDA 11/4/99**  
**CC:** William Buckley, Dennis Elpern

---

Regarding the request made to the Common Council on November 4 and the report submitted to the Council dated November 15 by Patricia Ellsworth, I concur with her recommendation that the City should retain ownership of this parcel.

  
\_\_\_\_\_  
Dominic A. Setaro, Jr.

DAS/jgb



# 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

November 15, 1999

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

Dear Mayor Eriquez and Common Council Members:

Request to Purchase Property  
Rockwood Lane

At the November 4, 1999 Common Council meeting, the October 22, 1999 letter to the Common Council from Stacey A. Cassidy was forwarded to my office for a report (reference Item 23 of the Common Council meeting minutes).

The lot in question is Tax Assessor's Lot No. B08042. The lot is approximately 3.5 acres in area. The lot is landlocked and is located to the south of Rockwood Lane. Lot No. B08042 abuts the Cassidy property on the north and other City of Danbury property on the south. The City of Danbury property to the south (Tax Assessor's Lot No. B09008) includes Boggs Pond (a City reservoir). A copy of a section of the Tax Assessor's map is enclosed for your reference.

This lot is also on the watershed of West Lake Reservoir. The State of Connecticut has regulations which govern the change of ownership of City watershed property. The proposed change in ownership would require State approval.

Because Tax Assessor's Lot No. B08042 abuts other City of Danbury owned property and because it is on the watershed of West Lake Reservoir, it is recommended that the City retain ownership of this parcel.

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

Very truly yours,

Patricia A. Ellsworth, P.E.

Acting City Engineer

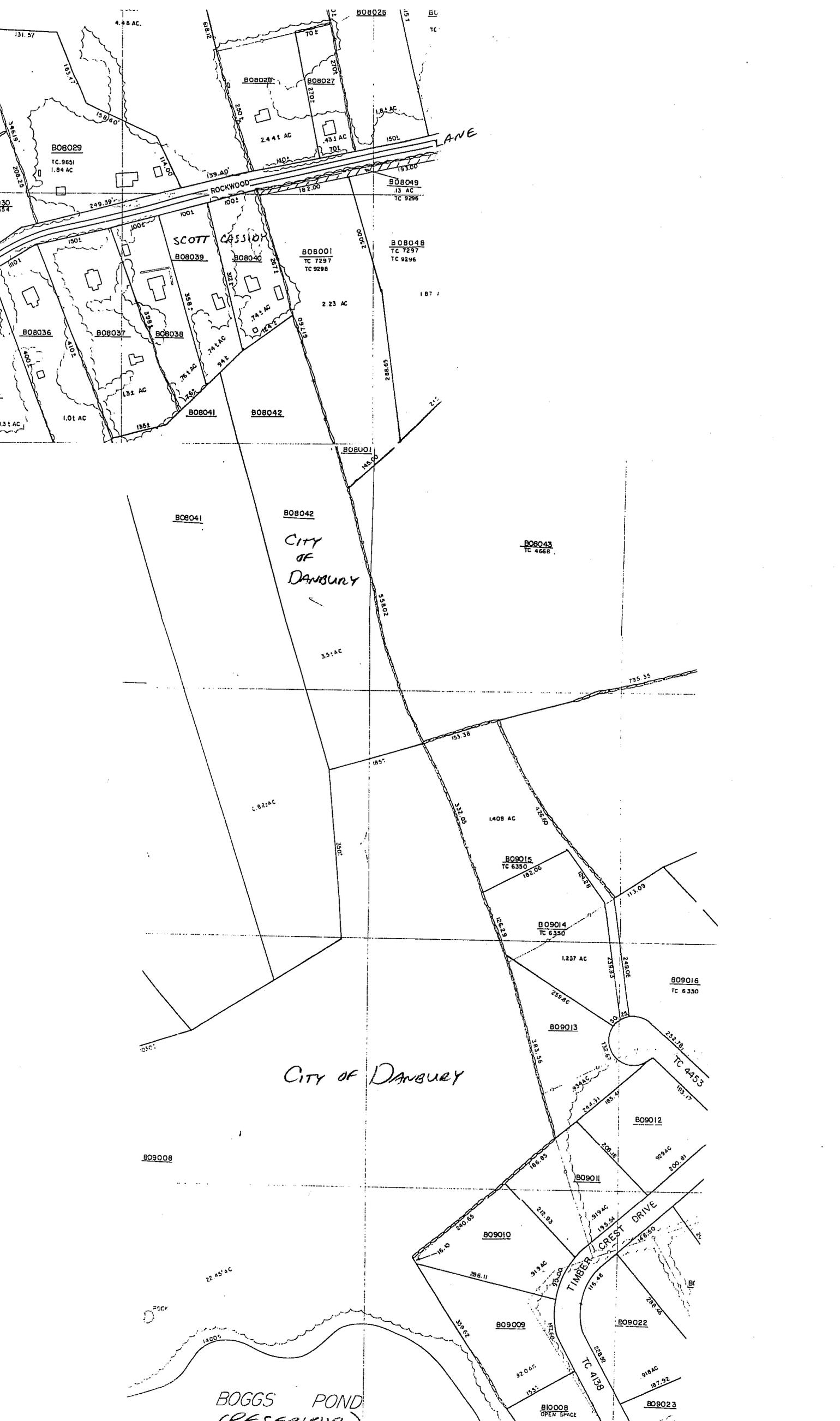
Encl.

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

Dennis Elpern, with encl.

Dominic Setaro, Jr., with encl.





BO8026

BO8029  
TC 9851  
1.84 AC

BO8028

BO8027

BO8049  
13 AC  
TC 9296

SCOTT CASSIDY

BO8039

BO8040

BO8001  
TC 7297  
TC 9298

BO8048  
TC 7297  
TC 9296

BO8036

BO8037

BO8038

2.23 AC

1.31 AC

1.01 AC

1.32 AC

BO8041

BO8042

BO8001  
14.00

BO8041

BO8042

CITY OF DANBURY

33.1 AC

BO8043  
TC 4668

1.82 AC

1408 AC

BO8015  
TC 6350

BO8014  
TC 6350

1.237 AC

BO8016  
TC 6330

CITY OF DANBURY

BO9008

22.45 AC

BO9010

BO8013

BO8012

BO8011

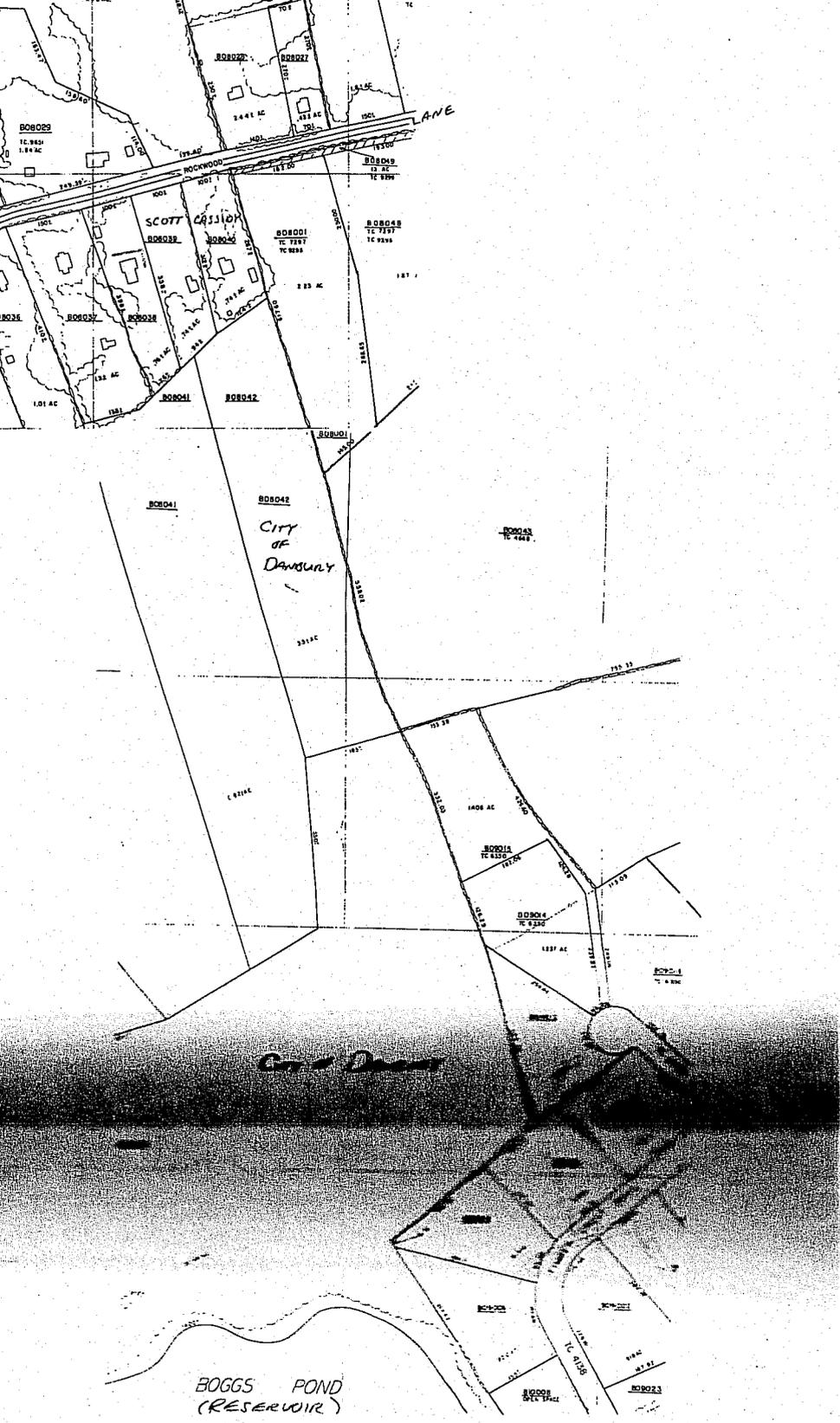
BO9009

BO9022

BOGGS POND (RESERVING)

BO9008  
OPEN SPACE

BO9023



BOGGS POND  
(RESERVOIR)



33

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## REPORT

December 7, 1999

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

### Re: Sewer Line Dispute – Michaud Road

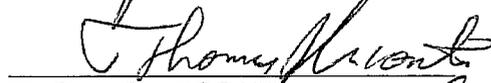
The Common Council Committee appointed to review a sewer line dispute on Michaud Road met on November 22, 1999 at 7:30 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Smith, Arconti and Moore. Also in attendance were Superintendent of Public Utilities William Buckley, the petitioner William Montesi and Council Member Michael Pascuzzi, ex-officio.

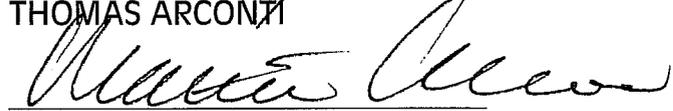
Mr. Montesi began by reviewing one of the letters regarding the dispute. It was decided not to review the entire history of the dispute because there were many people involved during the course of the project and it would be impossible to sort it all out. In an attempt to bring closure to the matter, Mr. Arconti proposed that Mr. Montesi be compensated for out of pocket expenses which total approximately \$1,847.00. Neither Mr. Buckley nor Mr. Montesi was happy with this solution, but concurred it would be a reasonable solution.

A motion was made by Mr. Arconti to reimburse Mr. Montesi in the amount of \$2,000 for the work that was performed and that the funds be included in the total cost of the project and final assessments. The additional \$153 was offered for bushes, etc, for which Mr. Montesi no longer had receipts. Seconded by Mr. Moore and passed unanimously.

Respectfully submitted,

  
MARY M. SMITH, Chairman

  
THOMAS ARCONTI

  
MARTIN MOORE



35

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## REPORT

December 7, 1999

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

Re: **Shac Joseph, 60 West Wooster Street**

The Common Council Committee appointed to review the request of Shac Joseph of 60 West Wooster Street met on November 18, 1999 at 7:00 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Dean Esposito and Emile Buzaid. Mary Saracino was absent. Also in attendance were Superintendent of Public Utilities William Buckley, Assistant Corporation Counsel Les Pinter, Director of Finance Dominic Setaro and Attorney Elie Coury for the petitioner, as well as Council Members John Esposito and Pauline Basso, ex-officio.

Attorney Coury stated that Shac Joseph is 91 years old and lives alone at 60 West Wooster Street. He has an outstanding sewer and water bill of approximately \$5,000. His only income is approximately \$450-500 per month from Social Security. The taxes accumulated due to a water line break that Mr. Joseph did not know about. Dominic Setaro noted that the property taxes are current and the actual sum of the sewer and water taxes is \$4,700.00. Mr. Coury stated that he will advise Mr. Joseph to get a reverse mortgage from a bank and once he gets the mortgage, the outstanding taxes will be paid. However, it will take him two or three months to get the mortgage. Mr. Buckley asked if Mr. Joseph could pay the current sewer and water charges while he is waiting for the mortgage. It would be approximately \$21 per quarter. Attorney Coury said he would take it up with his client.

Mr. Buzaid made a motion to allow Attorney Coury four months to obtain a reverse mortgage on behalf of Shac Joseph,

contingent upon the current taxes being paid. Seconded by Dean Esposito. Motion carried unanimously.

Respectfully submitted,

---

DEAN ESPOSITO, Chairman

---

EMILE BUZOID

---

MARY SARACINO



36

# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## REPORT

December 7, 1999

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

### Re: Sewer Repair Bill at 112 South Street

The Common Council Committee appointed to review a sewer repair bill at 112 South Street met at 8:05 P.M. in the Third Floor Caucus Room in City on November 18, 1999. In attendance were committee members Dean Esposito and John Esposito. Mrs. Saracino was absent. Also in attendance were Superintendent of Public Utilities William Buckley, Assistant Corporation Counsel Les Pinter, Director of Finance Dominic Setaro, Mr. and Mrs. King, Frank Shook and Howard Russell.

Dean Esposito gave an overview of the previous meeting held last May. Mr. King gave a synopsis of the history of the problem. He stated that he hired Frank Shook to dig out his property. Mr. Shook informed the committee that he discovered that the pipe was gone and the ground was pulverized. He said that the same thing had occurred at the Botelho property. Mr. Buckley gave an overview of the City's role in the situation. Mr. Buckley and Mr. Shook went over the map of the road and agreed that the City caused the damage.

John Esposito made a motion to pay the claim in the amount of \$6,903.06, pending certification, and that the petitioners sign a release from further claims prior to payment. Seconded by Dean Esposito. The motion carried unanimously.

Respectfully submitted,

---

DEAN ESPOSITO, Chairman

*John Esposito*

---

JOHN ESPOSITO

---

MARY SARACINO



37

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## REPORT

December 7, 1999

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

Re: **Fieldstone Drive – Road Acceptance**

The Common Council Committee appointed to review the road acceptance of Fieldstone Drive met on September 16, 1999 at 6:00 P.M. in Room 432 in City Hall. In attendance were committee members Abrantes and Basso. Also in attendance were Superintendent of Public Utilities William Buckley, City Engineer Patricia Ellsworth and the petitioners.

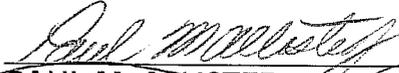
The committee met to discuss the road acceptance of Fieldstone Drive, which had previously been accepted in a prior committee several years ago. Mr. Buckley explained the situation with Fieldstone Drive and explained that the City would contribute the sum of approximately \$36,000 to bring the road up to required specifications and the road would become a City road. Mr. Buckley stated that the only monies retained from the bond held by the City was \$3,436.57 which would be applied to the work performed and confirmed that this matter was approved in a previous committee meeting several years ago.

A motion was made by Mrs. Basso to recommend to the Common Council the appropriation of approximately \$36,000 to bring Fieldstone Drive to proper specification for the roadway to become a City maintained roadway. If the Vision 21 bond package was approved during the election, the monies would be appropriated from the funds received from the bonds. Ms. Abrantes seconded the motion and the motion carried unanimously.

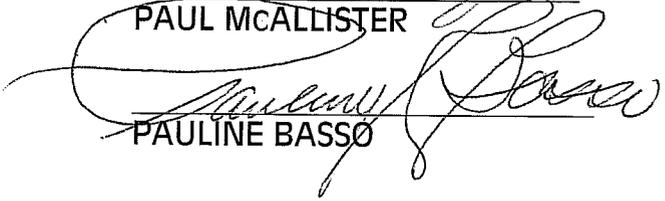
Respectfully submitted.



HELENA ABRANTES, Chairman



PAUL McALLISTER



PAULINE BASSO



38

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## REPORT

December 7, 1999

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

Re: **Drainage Problem at 24 Fairlawn Avenue**

The Common Council Committee appointed to review the drainage problem at 24 Fairlawn Avenue met in City Hall on August 9, 1999 at 7:30 P.M. and on November 22, 1999 at 7:00 P.M. In attendance at both meetings were committee members Arconti, Coco and Basso. Also in attendance were Acting Director of Public Works William Buckley and the petitioners, Mr. and Mrs. Rubinow. Also in attendance at the November 22<sup>nd</sup> meeting was Council Member Michael Pascuzzi, ex-officio.

The Rubinows experienced flooding damage in their garage and downstairs family room on two occasions in the last two years. It appeared that the flooding was caused by runoff from the road, after the road was repaved in 1997. The Rubinows have lived at this address for more than twelve years and had not experienced any flooding problems prior to the road being paved. They have submitted and collected an insurance claim from the City for the first incident and have an open claim with the City for the second occurrence.

During the course of this year, the City Highway Department has worked on rectifying this problem. They have reshaped and installed new curbing and milled the road pavement directly in front of the petitioner's driveway. In September, the Engineering Department performed a survey of the curb line and gutter on Fairlawn Avenue in front of the Rubinow's home. Mr. Buckley reported that the driveway crown is a good five inches above the gutter line and that the grades appear adequate to allow proper

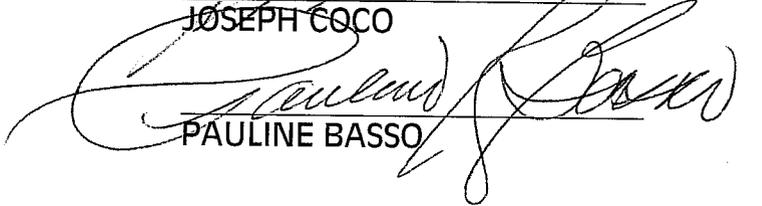
water flow on the roadway. He sees no problem with the road drainage as it now currently exists and believes the runoff problem onto the Rubinow's driveway has been fixed. This appears to be confirmed by the fact that the Rubinows have not experienced any further flooding problems since this work has been performed, including the period from Tropical Storm Floyd.

Mr. Coco moved to recommend that no further action be taken at this time, as it appears the flooding problem caused by the repaving of Fairlawn Avenue has been rectified. The motion was seconded by Mrs. Basso and passed unanimously.

Respectfully submitted,

  
THOMAS ARCONTI, Chairman

  
JOSEPH COCO

  
PAULINE BASSO



**CITY OF DANBURY**  
**DANBURY, CONNECTICUT 06810**

**DEPARTMENT OF POLICE**  
**120 MAIN STREET**

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

---

*Memorandum*

---

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

*From: Robert L. Paquette, Chief of Police*

*Date: 12/01/1999*

*Subject: Additional Funding Appropriation Request for Police Special Services  
2000.5052*

Due to the extremely high demand for contractual Police Special Services from the private sector, I'm requesting that an additional \$644,468 be appropriated to the 1999-2000 FY Danbury Police Special Services fund. The current authorized funding for Special Services is \$425,000 and is now exhausted due to the very high demand for police services.

The funds requested for Police Special Services are later returned to the city as indirect revenue.

Your consideration in the approval of these funds will be appreciated.

Sincerely,

Robert L. Paquette  
Chief of Police

c: Gene, F. Eriquez, Mayor  
Dominic A. Setaro, Director of Finance



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## REPORT

December 7, 1999

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

Re: **Windaway Road Sanitary Sewer Extension**

The Common Council met as a Committee of the Whole immediately following a public hearing on December 1, 1999.

Mr. Buckley gave a brief history of the project and recommended approval. Mr. Gogliettino made a motion to approve the sanitary sewer extension for Windaway Road. Seconded by Mr. Gallagher. Motion carried unanimously.

Respectfully submitted.

  
THOMAS J. ARCONTI  
Chairman



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## REPORT

December 7, 1999

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

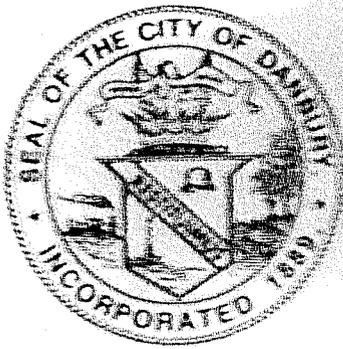
Re: Lake Kenosia Sewer Project

The Common Council met as a Committee of the Whole immediately following a public hearing on December 1, 1999.

Mr. Machado made a motion to approve the acquisition of the easement so that the project can proceed and to reconfirm all prior approvals. Seconded by Mrs. Abrantes. Motion carried unanimously.

Respectfully submitted,

  
THOMAS J. ARCONTI, Chair



## RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A. D. 20

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, Lake Kenosia Associates, LLC has requested that the City of Danbury authorize the extension of public sewer facilities to serve its property at 7 Kenosia Avenue; and

WHEREAS, said project is in the best interests of the City of Danbury; and

WHEREAS, in order to proceed with said project it is necessary to acquire interests in and to real property as hereinafter set forth; and

WHEREAS, eminent domain proceedings will be necessary if the City of Danbury cannot agree with the property owner hereinafter named upon the amount, if any, to be paid for the interests to be so acquired;

NOW, THEREFORE, BE IT RESOLVED THAT, the approval of the aforesaid project is hereby confirmed and that the Corporation Counsel of the City of Danbury is hereby authorized to acquire Sanitary Sewer Force Main Easements from the Lake Place Condominium Association on or before June 1, 2000, either by negotiation or by eminent domain through the institution of suits against said property owner, its successors and assigns and its mortgage holders and encumbrancers, if any. Legal descriptions of the easement areas to be acquired are attached hereto as Exhibit A.

## SCHEDULE A

Sanitary Sewer Force Main Easements  
To Be Acquired From  
Lake Place Condominium Association  
Kenosia Avenue, Danbury, CT

A 1,139 square foot permanent sanitary sewer force main easement commencing at a point on the westerly street line of Kenosia Avenue at the northeast corner of the Grantor's land, thence running South  $14^{\circ} 24' 45''$  West a distance of 70.50 feet to a point, thence running South  $17^{\circ} 09' 45''$  West a distance of 111.00 feet to a point, and thence running South  $21^{\circ} 24' 45''$  West a distance of 77.32 feet to a point all along the westerly street line of Kenosia Avenue, thence running North  $14^{\circ} 59' 37''$  East a distance of 92.58 feet to a point, thence running North  $59^{\circ} 45' 50''$  East a distance of 4.98 feet to a point, thence running North  $21^{\circ} 31' 25''$  East a distance of 59.75 feet to a point, thence running North  $12^{\circ} 13' 35''$  East a distance of 24.51 feet to a point, thence running North  $13^{\circ} 11' 55''$  East a distance of 59.16 feet to a point, thence running North  $03^{\circ} 56' 55''$  West a distance of 9.26 feet to a point, thence running North  $44^{\circ} 27' 55''$  East a distance of 9.68 feet to a point and thence running North  $72^{\circ} 36' 25''$  East a distance of 3.68 feet all along the Grantor's boundary with Lake Kenosia to the point of beginning.

A 1,412 square foot permanent sanitary sewer force main easement commencing at a point on the westerly street line of Kenosia Avenue at the northeasterly corner of an existing sanitary sewer easement, thence running South  $62^{\circ} 47' 55''$  West a distance of 18.16 feet to a point and thence running North  $69^{\circ} 45' 00''$  West a distance of 15.26 feet along said easement to a point, thence running North  $02^{\circ} 16' 16''$  West a distance of 47.99 feet to a point, thence running North  $22^{\circ} 13' 49''$  West a distance of 64.76 feet to a point and thence running North  $67^{\circ} 46' 11''$  East a distance of 2.65 feet all through land of the Grantor to a point on the westerly street line of Kenosia Avenue, thence running South  $27^{\circ} 12' 05''$  East a distance of 119.04 feet along said street line to the point of beginning.

For a more particular description of the sanitary sewer force main easements, reference is made to a map entitled, "Map Showing Sanitary Sewer Force Main Easements To Be Acquired By City Of Danbury From Lake Place Condominium Association Kenosia Avenue Danbury, CT." Scale 1"=40' by Roald Haestad, Inc. July 21, 1999, prepared and declared substantially correct by William S. Andres, P.E./L.S. No. 11665, which is to be filed in 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, Lake Kenosia Associates, LLC has requested that the City of Danbury authorize the extension of public sewer facilities to serve its property at 7 Kenosia Avenue; and

WHEREAS, said project is in the best interests of the City of Danbury; and

WHEREAS, in order to proceed with said project it is necessary to acquire interests in and to real property as hereinafter set forth; and

WHEREAS, eminent domain proceedings will be necessary if the City of Danbury cannot agree with the property owner hereinafter named upon the amount, if any, to be paid for the interests to be so acquired;

NOW, THEREFORE, BE IT RESOLVED THAT, the approval of the aforesaid project is hereby confirmed and that the Corporation Counsel of the City of Danbury is hereby authorized to acquire Sanitary Sewer Force Main Easements from the Lake Place Condominium Association on or before June 1, 2000, either by negotiation or by eminent domain through the institution of suits against said property owner, its successors and assigns and its mortgage holders and encumbrancers, if any. Legal descriptions of the easement areas to be acquired are attached hereto as Exhibit A.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## REPORT

December 7, 1999

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

Re: **Sewer Use Charges Ordinance**

The Common Council met as a Committee of the Whole immediately following a public hearing on December 1, 1999.

Mrs. Abrantes made a motion to adopt the Ordinance as presented. Seconded by Mr. Shuler. Motion carried unanimously.

Respectfully submitted,

  
THOMAS J. ARCONTI  
Chairman



**ORDINANCE**  
**CITY OF DANBURY, STATE OF CONNECTICUT**  
**COMMON COUNCIL**

December 7, 1999

Be it ordained by the Common Council of the City of Danbury:

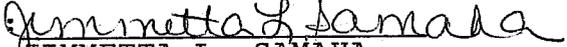
THAT Section 16-32 of the Code of Ordinances of Danbury, Connecticut is hereby amended by adding a subsection designated as 16-32(d), which said subsection reads as follows:

**Sec. 16-32. Sewer use charges.**

(d) For purposes of this section, sewer use charges imposed upon military veterans' posts and organizations that are exempt from federal taxation under Section 501(c)(19) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, shall be imposed at the residential rates established herein.

**EFFECTIVE DATE:** This Ordinance shall take effect thirty days after adoption and publication, as provided by law and section 3-10 of the Charter of the City of Danbury.

Adopted by the Common Council - December 7, 1999  
Approved by Mayor Gene F. Eriquez - December 9, 1999

ATTEST:   
JIMMETTA L. SAMAHA  
Assistant City Clerk



44

# 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

December 2, 1999

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

Dear Mayor Eriquez and Common Council Members:

Miry Brook Emergency Protection Project  
Natural Resources Conservation Services  
and Connecticut DEP Agreements

Subsequent to Hurricane Floyd, the United States Department of Agriculture Natural Resources Conservation Services (NRCS) sent a team to Danbury to evaluate damage along Miry Brook in the vicinity of the airport. The City was recently notified that portions of Miry Brook qualified for debris removal and stream bank stabilization under the "Emergency Watershed Protection Program". The NRCS has been authorized to make \$100,000 worth of improvements on both the airport property and on several private properties immediately upstream of the airport. The NRCS will do all design work, hire the contractor, provide full inspection services, make payments to the contractor and perform a final inspection.

The \$100,000 will be applied entirely to the construction phase. All services related to design are being provided by NRCS at no cost to either the City. The \$100,000 cost is split 75%/25% between the Federal government and the City of Danbury. However, the City's \$25,000 share does not have to be made available "up front" and will be reimbursed by the State of Connecticut DEP under a program administered by its Inland Wetlands Division.

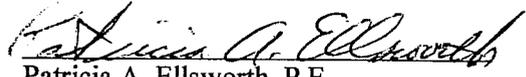
All funds appropriated for this project must be spent by June 15, 2000. Therefore, agreements between the City of Danbury and both NRCS and the State DEP must be executed in the very near future to meet this tight construction schedule. A copy of a sample "Cooperative Agreement" supplied by the NRCS representatives is enclosed for your reference. I am also enclosing copies of the preliminary plan and "Damage Survey Report" also provided by NRCS.

I hereby request that the Common Council add to the agenda of the December 7, 1999 Common Council meeting a resolution authorizing Mayor Gene F. Eriquez to execute agreements with both the United States Department of Agriculture Natural Resources Conservation Service and the State of Connecticut Department of Environmental Protection relative to the Miry Brook Emergency Watershed Protection Project.



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

Very truly yours,

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

Encl.

C: William Buckley, Jr., P.E.  
Laszlo L. Pinter, Esq.  
Dominic Setaro, Jr., with encl.  
Paul Estefan

**DAMAGE SURVEY REPORT**  
**EMERGENCY WATERSHED PROTECTION PROJECT**  
**Danbury, Connecticut**  
*October 18, 1999*

<b>Funds Needed</b>	NRCS: \$90,000 Financial Assistance \$75,000, Technical Assistance \$15,000 Forest Service: 0 CT Department of Environmental Protection and Town of Danbury: \$25,000
<b>Date and Cause of Impairment</b>	Hurricane Floyd, September 16, 1999
<b>Date of Request</b>	October 18, 1999
<b>Members of Investigation Team</b>	Joseph E. Polulech, State Conservation Engineer, NRCS Phillip A. Renn, Water Resources Coordinator, NRCS James Luczak, Civil Engineer, NRCS Paul Estefan, Administrator, City of Danbury Ed Hemstreet, Engineer, CT DEP Kathleen Johnson, Project Coordinator, NRCS
<b>Location of Impairment</b>	Miry Brook Tributary to the Still River City of Danbury Fairfield County, Connecticut
<b>Description of Impairment</b>	Streambank erosion, sediment deposition, and debris accumulation, along Miry Brook has endangered and continues to threaten 9 properties located along an 1100 foot section of watercourse. Deposition and debris are restricting and diverting stream flow causing additional erosion and headcutting.
<b>Kind, Quality, and Cost of Measures</b>	Approximately 500 feet of stream bank will be stabilized with riprap. Debris and deposition will be removed from approximately 1100 feet of watercourse. The estimated construction cost is \$100,000.
<b>Defensibility of Proposed Measures</b>	The threat to five residential lots, three municipal properties, and one commercial property will be eliminated and additional erosion and downstream sediment deposition will be eliminated.
<b>Environmental Impacts</b>	Restoration of approximately 1100 feet of watercourse. Eliminate erosion on private and public property. Significant reduction in sediment delivered to the Still River. Protection of approximately two acres of wetlands and watercourses. Elimination of threat to Danbury Airport, Fire Station, and Miry Brook Road.
<b>Sponsors</b>	City of Danbury
<b>Other Participants</b>	Connecticut Department of Environmental Protection will commit funds for the local share of the construction costs through their emergency watershed protection bonding program.



United States Department of Agriculture  
NATURAL RESOURCES CONSERVATION SERVICE

Connecticut Storrs Office  
16 Professional Park Road  
Storrs, Connecticut 06268-1299  
Phone (860) 487-4011  
Fax (860) 487-4054

Date: 12/3/99

To: PAT ELLSWORTH  
TOWN ENGINEER

From: J.J. LUZZAK 860-487-4025  
DESIGN/CONST ENGR.

Comments: PAT: PLEASE FIND ATTACHED A COPY  
OF THE COOPERATIVE AGREEMENT FOR THE MIRY  
BROOK E.W.P. PROJECT. ~~THE~~ THE O&M PLAN  
IS INCLUDED.

FOUR SIGNED COPIES OF THIS AGREEMENT  
ARE BEING SENT TO THE MAYOR'S OFFICE  
FOR HIS SIGNATURE.

IF YOU HAVE ANY QUESTION, FEEL FREE TO CALL.

THANK-YOU

Number of Pages (Including cover sheet): 7

Agreement No. 67-1106-0-03

**COOPERATIVE AND OPERATION AND MAINTENANCE AGREEMENT  
FOR EMERGENCY MEASURES**

**UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE**

**COOPERATIVE AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_, 1999, by and between the City of Danbury, hereafter called the Sponsor, and the Natural Resources Conservation Service, United States Department of Agriculture, hereafter called NRCS.

**WITNESSETH THAT:**

**WHEREAS**, under the provision of the Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, and 7 CFR 601.1(e)(6)ii, the Sponsor and NRCS agree to a plan that provides for restoration of certain works listed below.

Emergency Stream Restoration and Stabilization – Miry Brook, Danbury, Connecticut.

**NOW THEREFORE**, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

- A. It is agreed that the above described work is to be constructed at an estimated cost of \$100,000.
- B. The Sponsor Will:
1. Provide 25 percent of the cost of constructing the works of improvement described above.
  2. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the works of improvement described above.
  3. Review and approve the plan for the work described above.
  4. Provide certification (sign NRCS-ADS-78) that real property rights have been obtained for installation and a one-year maintenance period for the planned measures.
  5. Upon acceptance of the work by NRCS from the contractor, assume responsibility for operation and maintenance of the constructed works for a one-year period. Specific operation and maintenance requirements are attached to this agreement. Unless the operation and maintenance responsibilities are undertaken, the sponsor may be denied future funding under the emergency watershed protection program.
  6. Comply with the special provisions in Attachment 'A' regarding drug-free workplace requirements, lobbying, responsibility, and clean air and water certification.

7. Upon installation of the emergency protection measures and elimination of the threat, the Sponsor shall take additional action, as needed, to bring the measures up to reasonable standards by other means and/or authority.

C. NRCS Will:

1. Provide 75 percent of the cost of constructing the works of improvement described above.
2. Contract for the construction of the works of improvement, in accordance with Federal Acquisition Regulations.
3. Provide authorized technical services, including but not limited to obtaining basic information; preparation of contracts, drawings, and designs; contract administration; and quality assurance during installation.
4. Arrange for and conduct final inspection of the completed works of improvement with the Sponsor to determine whether all work has been performed in accordance with the contractual requirements. Accept the work from the contractor, notify the Sponsor of acceptance; and turn over the accepted works to the Sponsor.

D. It Is Mutually Agreed That:

1. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to appropriate funds.
2. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reason for the termination, together with the effective date. Payments or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
3. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
4. Activities conducted under this agreement will be in compliance with the nondiscrimination provisions as contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259 and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975), and in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A and B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activities receiving federal financial assistance from the Department of Agriculture or any agency thereof.

UNITED STATES DEPARTMENT  
OF AGRICULTURE, NATURAL RESOURCES  
CONSERVATION SERVICE

CITY OF DANBURY

By: \_\_\_\_\_  
Margo L. Wallace

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

Title: \_\_\_\_\_  
State Conservationist

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This action is authorized at an official  
meeting of \_\_\_\_\_ on  
the \_\_\_\_\_ day of \_\_\_\_\_, 1999,  
\_\_\_\_\_ State of Connecticut.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments: Special Provisions (Attachment 'A')  
Operations and Maintenance Plan

Agreement No. 67-1106-0-03

**EMERGENCY WATERSHED PROTECTION PROJECT  
AUTHORIZED BY SECTION 216, PUBLIC LAW 81-516 (7 CFR 624)  
MIRY BROOK, DANBURY, CONNECTICUT**

**OPERATION AND MAINTENANCE PLAN**

The plan for operation and maintenance for the Emergency Watershed Protection Project on Miry Brook in Danbury, Connecticut will include scheduling, inspection, and performance of maintenance and repairs as described herein:

- A. A formal inspection shall be performed no later than May 1, 2001. In addition, a special inspection shall be held following any major runoff or other event that may seriously damage or adversely affect the proper functioning of the installed works.

The expiration date of this plan shall be May 1, 2001. Copies of the inspection reports shall be provided to the Natural Resources Conservation Service Field Office in Torrington, Connecticut.

- B. Inspection, repair, or maintenance shall include, but may not be limited to, the following:

1. Clearing and Snagging, Deposition and Debris Removal Expiration date of May 1, 2001.
  - a. Remove any trees, snags, and other floatable debris from the watercourse.
  - b. Remove any boulders, sand, or silt deposits which decrease the capacity of the completed works.
2. Riprap, Bedding, and Grout
  - a. Replace any riprap, bedding, or grout which may have been dislodged or removed.
  - b. Install additional riprap, bedding, and grout as necessary.
3. Vegetation
  - a. Cut or remove woody vegetation growing through the riprap.
  - b. Fertilize, lime, or reseed areas which lack good vegetative cover.

- C. Technical assistance is available through the Natural Resources Conservation Service field office (Litchfield County) in Torrington, Connecticut at (860) 626-8258.

## U.S. DEPARTMENT OF AGRICULTURE

---

**CERTIFICATION REGARDING  
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)  
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

---

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 USC 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The regulations were published as Part II of the January 31, 1989 Federal Register (pages 4947-4952). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Alternative I

- A. The grantee certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing a drug-free awareness program to inform employees about:
    - 1. The dangers of drug abuse in the workplace;
    - 2. The grantee's policy of maintaining a drug-free workplace;
    - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - 1. Abide by the terms of the statement; and
    - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

- (e) Notifying the agency within ten days after receiving notice under subparagraph (d) 2. from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking on of the following actions, within 30 days of receiving notice under subparagraph (d) 2. , with respect to any employee who is so convicted:
  - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, county, state, zip code)

---



---



---

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

### Instructions for Certification

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance was placed when the agency determined to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.



## RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the United States Department of Agriculture Natural Resources Conservation Services (NCRS), under the Emergency Watershed Protection Program has authorized funding in the amount of \$100,000.00 to stabilize stream banks and remove debris in the vicinity of the Danbury Municipal Airport; and

WHEREAS, the funds would allow for improvements on both Airport property and abutting private properties and such funding would be used for all construction related expenses; and

WHEREAS, agreements with both the State Department of Environmental Protection and the NCRS must be executed in order to proceed with the improvements; and

WHEREAS, said agreements also require the acquisition of several temporary work easements across portions of property owned by abutting property owners, whose property would be benefited by the project; and

WHEREAS, eminent domain proceedings will be necessary in the event the City of Danbury cannot agree with the owners named in the schedule attached hereto as to the amount to be paid for the interests to be taken in and to the real property described in the Schedule;

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury be and hereby is authorized to execute such agreements as are necessary in order to secure funding for Emergency Watershed Protection Program and enable the improvements authorized;

NOW, THEREFORE, BE IT RESOLVED THAT the Corporation Counsel of the City of Danbury is hereby authorized to acquire the property interests as set forth in Schedule A attached hereto by June 6, 2000, either by negotiation or eminent domain, through the institution of suit against the named property owner(s), their heirs, executors, successors and assigns and their respective mortgage holders and encumbrances, if any.



# 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

December 2, 1999

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

Dear Mayor Eriquez and Common Council Members:

## Miry Brook Emergency Protection Project Temporary Construction Easements

Subsequent to Hurricane Floyd, the United States Department of Agriculture Natural Resources Conservation Services (NRCS) sent a team to Danbury to evaluate damage along Miry Brook in the vicinity of the airport. The City was recently notified that portions of Miry Brook qualified for debris removal and stream bank stabilization under the "Emergency Watershed Protection Program". The NRCS has been authorized to make \$100,000 worth of improvements on both the airport property and on several private properties immediately upstream of the airport. The NRCS will do all design work, hire the contractor, provide full inspection services, make payments to the contractor and perform a final inspection.

One of the City's responsibilities under the proposed agreement with NRCS is the acquisition of temporary construction easements. These easements will be in effect during design and construction and for a one year maintenance period after construction is completed. The proposed easements are shown on a map prepared by the NRCS which map was forwarded to you under cover of my other letter dated December 2, 1999 on this subject.

Temporary construction easements are required on the following properties:

<u>Lot No.</u>	<u>Property Owner/Location</u>
F19002	City of Danbury Miry Brook Road
F19001	Miry Brook Volunteer Fire Company, Inc. Miry Brook Road
F19048	Peter A. Hamilton 54 Miry Brook Road

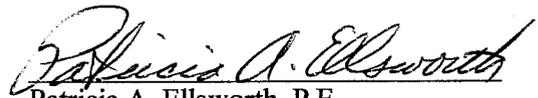


F19094	Helen A Robertine 56 Miry Brook Road
F19051	Steven L. Macko and John L. DeFlumeri 1 Weindorf Lane
F19052	Howard T. Dickens and Pearl R. Dickens 3 Weindorf Lane
F19053	Helen M. Dickens 5 Weindorf Lane
F19090	Kenneth H. Stebbins and Irene F. Stebbins 16 Harwood Drive

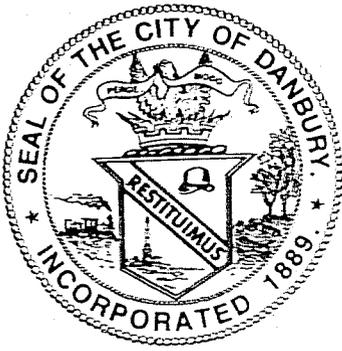
I hereby request that the Common Council add to the agenda of the December 7, 1999 Common Council meeting an authorization allowing the Corporation Counsel's Office to acquire said temporary construction easements.

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

Very truly yours,

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

C: William Buckley, Jr., P.E.  
Laszlo L. Pinter, Esq., with encl.  
Paul Estefan



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the United States Department of Agriculture Natural Resources Conservation Services (NCRS), under the Emergency Watershed Protection Program has authorized funding in the amount of \$100,000.00 to stabilize stream banks and remove debris in the vicinity of the Danbury Municipal Airport; and

WHEREAS, the funds would allow for improvements on both Airport property and abutting private properties and such funding would be used for all construction related expenses; and

WHEREAS, agreements with both the State Department of Environmental Protection and the NCRS must be executed in order to proceed with the improvements; and

WHEREAS, said agreements also require the acquisition of several temporary work easements across portions of property owned by abutting property owners, whose property would be benefited by the project; and

WHEREAS, eminent domain proceedings will be necessary in the event the City of Danbury cannot agree with the owners named in the schedule attached hereto as to the amount to be paid for the interests to be taken in and to the real property described in the Schedule;

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury be and hereby is authorized to execute such agreements as are necessary in order to secure funding for Emergency Watershed Protection Program and enable the improvements authorized;

NOW, THEREFORE, BE IT RESOLVED THAT the Corporation Counsel of the City of Danbury is hereby authorized to acquire the property interests as set forth in Schedule A attached hereto by June 6, 2000, either by negotiation or eminent domain, through the institution of suit against the named property owner(s), their heirs, executors, successors and assigns and their respective mortgage holders and encumbrances, if any.

## Temporary Easement

Tax Assessor Lot No. F19090  
Kenneth H. Stebbins and Irene F. Stebbins - 16 Harwood Drive

A temporary easement and temporary access rights over property as shown on a map entitled "Still River Watershed Town of Danbury, Fairfield County, Connecticut Miry Brook Emergency Watershed Protection Project Land Rights Work Map" which map was prepared by the U.S. Department of Agriculture Natural Resources Conservation Service and is dated 11/99. This map is on file in the office of the City Engineer, Danbury, Connecticut.

The temporary easement is to allow for the use of this lot for construction of improvements related to debris and sediment removal, stream bank stabilization including the installation of rip rap, and minor regrading along the brook. Tree and brush removal as required to allow this work to be accomplished is included. Tree and brush removal will be limited to the minimum amount warranted.

The temporary rights are to access this lot during the design and construction phases as well as the one year maintenance period of the Miry Brook Emergency Watershed Protection Project.

The City of Danbury will be responsible for maintenance of the improvements for one year after construction is completed. When the one year maintenance period is over, this temporary construction easement will no longer be in effect and all maintenance responsibilities for the brook will revert to the property owner.

## Temporary Easement

Tax Assessor Lot No. F19053  
Helen M. Dickens - 5 Weindorf Lane

A temporary easement and temporary access rights over property as shown on a map entitled "Still River Watershed Town of Danbury, Fairfield County, Connecticut Miry Brook Emergency Watershed Protection Project Land Rights Work Map" which map was prepared by the U.S. Department of Agriculture Natural Resources Conservation Service and is dated 11/99. This map is on file in the office of the City Engineer, Danbury, Connecticut.

The temporary easement is to allow for the use of this lot for construction of improvements related to debris and sediment removal, stream bank stabilization including the installation of rip rap, and minor regrading along the brook. Tree and brush removal as required to allow this work to be accomplished is included. Tree and brush removal will be limited to the minimum amount warranted.

The temporary rights are to access this lot during the design and construction phases as well as the one year maintenance period of the Miry Brook Emergency Watershed Protection Project.

The City of Danbury will be responsible for maintenance of the improvements for one year after construction is completed. When the one year maintenance period is over, this temporary construction easement will no longer be in effect and all maintenance responsibilities for the brook will revert to the property owner.

## Temporary Easement

Tax Assessor Lot No. F19052  
Howard T. Dickens and Pearl R. Dickens - 3 Weindorf Lane

A temporary easement and temporary access rights over property as shown on a map entitled "Still River Watershed Town of Danbury, Fairfield County, Connecticut Miry Brook Emergency Watershed Protection Project Land Rights Work Map" which map was prepared by the U.S. Department of Agriculture Natural Resources Conservation Service and is dated 11/99. This map is on file in the office of the City Engineer, Danbury, Connecticut.

The temporary easement is to allow for the use of this lot for construction of improvements related to debris and sediment removal, stream bank stabilization including the installation of rip rap, and minor regrading along the brook. Tree and brush removal as required to allow this work to be accomplished is included. Tree and brush removal will be limited to the minimum amount warranted.

The temporary rights are to access this lot during the design and construction phases as well as the one year maintenance period of the Miry Brook Emergency Watershed Protection Project.

The City of Danbury will be responsible for maintenance of the improvements for one year after construction is completed. When the one year maintenance period is over, this temporary construction easement will no longer be in effect and all maintenance responsibilities for the brook will revert to the property owner.

## Temporary Easement

Tax Assessor Lot No. F19051

Steven L. Macko and John L. DeFlumeri - 1 Weindorf Lane

A temporary easement and temporary access rights over property as shown on a map entitled "Still River Watershed Town of Danbury, Fairfield County, Connecticut Miry Brook Emergency Watershed Protection Project Land Rights Work Map" which map was prepared by the U.S. Department of Agriculture Natural Resources Conservation Service and is dated 11/99. This map is on file in the office of the City Engineer, Danbury, Connecticut.

The temporary easement is to allow for the use of this lot for construction of improvements related to debris and sediment removal, stream bank stabilization including the installation of rip rap, brook realignment and minor regrading along the brook. Tree and brush removal as required to allow this work to be accomplished is included. Tree and brush removal will be limited to the minimum amount warranted.

The temporary rights are to access this lot during the design and construction phases as well as the one year maintenance period of the Miry Brook Emergency Watershed Protection Project.

The City of Danbury will be responsible for maintenance of the improvements for one year after construction is completed. When the one year maintenance period is over, this temporary construction easement will no longer be in effect and all maintenance responsibilities for the brook will revert to the property owner.

## Temporary Easement

Tax Assessor Lot No. F19094  
Helen A. Robertine - 56 Miry Brook Road

A temporary easement and temporary access rights over property as shown on a map entitled "Still River Watershed Town of Danbury, Fairfield County, Connecticut Miry Brook Emergency Watershed Protection Project Land Rights Work Map" which map was prepared by the U.S. Department of Agriculture Natural Resources Conservation Service and is dated 11/99. This map is on file in the office of the City Engineer, Danbury, Connecticut.

The temporary easement is to allow for the use of this lot for construction of improvements related to debris and sediment removal, stream bank stabilization including the installation of rip rap, and minor regrading along the brook. Tree and brush removal as required to allow this work to be accomplished is included. Tree and brush removal will be limited to the minimum amount warranted.

The temporary rights are to access this lot during the design and construction phases as well as the one year maintenance period of the Miry Brook Emergency Watershed Protection Project.

The City of Danbury will be responsible for maintenance of the improvements for one year after construction is completed. When the one year maintenance period is over, this temporary construction easement will no longer be in effect and all maintenance responsibilities for the brook will revert to the property owner.

## Temporary Easement

Tax Assessor Lot No. F19048  
Peter A. Hamilton - 54 Miry Brook Road

A temporary easement and temporary access rights over property as shown on a map entitled "Still River Watershed Town of Danbury, Fairfield County, Connecticut Miry Brook Emergency Watershed Protection Project Land Rights Work Map" which map was prepared by the U.S. Department of Agriculture Natural Resources Conservation Service and is dated 11/99. This map is on file in the office of the City Engineer, Danbury, Connecticut.

The temporary easement is to allow for the use of this lot as a staging area and for construction of improvements related to debris and sediment removal, stream bank stabilization including the installation of rip rap, realignment of the brook and minor regrading along the brook. Tree and brush removal as required to allow this work to be accomplished is included. Tree and brush removal will be limited to the minimum amount warranted.

The temporary rights are to access this lot during the design and construction phases as well as the one year maintenance period of the Miry Brook Emergency Watershed Protection Project.

The City of Danbury will be responsible for maintenance of the improvements for one year after construction is completed. When the one year maintenance period is over, this temporary construction easement will no longer be in effect and all maintenance responsibilities for the brook will revert to the property owner.

## Temporary Easement

Tax Assessor Lot No. F19001  
Miry Brook Volunteer Fire Company, Inc. - Miry Brook Road

A temporary easement and temporary access rights over property as shown on a map entitled "Still River Watershed Town of Danbury, Fairfield County, Connecticut Miry Brook Emergency Watershed Protection Project Land Rights Work Map" which map was prepared by the U.S. Department of Agriculture Natural Resources Conservation Service and is dated 11/99. This map is on file in the office of the City Engineer, Danbury, Connecticut.

The temporary easement is to allow for the use of this lot for construction of improvements related to debris and sediment removal, stream bank stabilization including the installation of rip rap and minor regrading along the brook. Tree and brush removal as required to allow this work to be accomplished is included. Tree and brush removal will be limited to the minimum amount warranted.

The temporary rights are to access this lot during the design and construction phases as well as the one year maintenance period of the Miry Brook Emergency Watershed Protection Project.

The City of Danbury will be responsible for maintenance of the improvements for one year after construction is completed. When the one year maintenance period is over, this temporary construction easement will no longer be in effect and all maintenance responsibilities for the brook will revert to the property owner.

## Temporary Easement

Tax Assessor Lot No. F19002  
City of Danbury - Miry Brook Road

A temporary easement and temporary access rights over property as shown on a map entitled "Still River Watershed Town of Danbury, Fairfield County, Connecticut Miry Brook Emergency Watershed Protection Project Land Rights Work Map" which map was prepared by the U.S. Department of Agriculture Natural Resources Conservation Service and is dated 11/99. This map is on file in the office of the City Engineer, Danbury, Connecticut.

The temporary easement is to allow for the use of this lot as a staging area and for construction of improvements related to debris and sediment removal, stream bank stabilization including the installation of rip rap and installation of a grade control structure and other minor regrading along the brook. Tree and brush removal as required to allow this work to be accomplished is included. Tree and brush removal will be limited to the minimum amount warranted.

The temporary rights are to access this lot during the design and construction phases as well as the one year maintenance period of the Miry Brook Emergency Watershed Protection Project.

The City of Danbury will be responsible for maintenance of the improvements for one year after construction is completed. When the one year maintenance period is over, this temporary construction easement will no longer be in effect and all maintenance responsibilities for the brook will revert to the property owner.