

**COMMON COUNCIL MEETING
MARCH 7, 2000**

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

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

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

21 Present 1 ABSENT

PUBLIC SPEAKING

MINUTES – Minutes of the Common Council Meeting held February 1, 2000

CONSENT CALENDAR

1 – ORDINANCE – Panhandling Control

2 – ORDINANCE – Uniform Valuation of Personal Property

3 - RESOLUTION – Downtown Special Services District

4 – RESOLUTION – Danbury Youth Services

5 - RESOLUTION – Before & After School Program

6 - RESOLUTION – Still River Corridor Lease/Linear Park

7 - RESOLUTION – Campaign Finance Reform

8 – RESOLUTION – GE Environmental Stewardship Grant

9 – RESOLUTION – Danbury Railway Museum, Inc.

10 – COMMUNICATION – Reappointments to the Commission on Persons with Disabilities

11 – COMMUNICATION – Reappointments to the Environmental Impact Commission

12 – COMMUNICATION – Donation to the Department of Elderly Services

- 13 – COMMUNICATION – Donation to the Library
-
- 14 – COMMUNICATION – Donation to the Fire Department
-
- 15 – COMMUNICATION – Donation to SeniorNet
-
- 16 – COMMUNICATION – Donation to SeniorNet
-
- 17 – COMMUNICATION – Acceptance of Scholarship – SBHC
-
- 18 – COMMUNICATION – Donation of a used Van
-
- 19 – COMMUNICATION – Donation to the Fire Department
-
- 20 – COMMUNICATION – Donation to Parks and Recreation Department
-
- 21 – COMMUNICATION – Donations to the Millennium Project
-
- 22 – COMMUNICATION – Donations to the Millennium Project
-
- 23 – COMMUNICATION – Reappropriation of Donated Funds
-
- 24 – COMMUNICATION – Request for Funds for Primary
-
- 25 – COMMUNICATION – Damage at Airport – Hurricane Floyd
-
- 26 – COMMUNICATION – Airport Equipment
-
- 27 – COMMUNICATION – Parking at Holy Trinity Orthodox Church
-
- 28 – COMMUNICATION – Fire Department Special Services Account
-
- 29 – COMMUNICATION – Supplemental Appropriation to School Operating Budget from the Premium Stabilization Reserve
-
- 30 – COMMUNICATION – Water and Sewer Application – Lexington Mews
-
- 31 – COMMUNICATION – Report regarding sidewalks on Tamarack Avenue
-
- 32 – COMMUNICATION – Request for Sewer Extension – Huckleberry Lane
-
- 33 – COMMUNICATION – Requests for Numbers on Hull Road
-

34 – COMMUNICATION – Lexington Mews – Old Brookfield Road

35 – COMMUNICATION – Reports regarding 7 Bridle Ridge Road

36 – REPORT – Water Run-Off Problem on Great Plain Road

37 – REPORT & ORDINANCE – Parking of Commercial Vehicles in Residential Zones

38 – REPORT & ORDINANCE – Noise

39 – REPORT & ORDINANCE – District Organization and Operations

40 – REPORT – ArcIce Rink Project

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

42 – REPORT – Request for Sewer and Water Extensions – Larson Drive

43 – REPORT – Late Charges on a Sewer and Water Bill

44 – REPORT – Request for Sewer and Water Extension – Federal Road

45 – REPORT – Request for Sewer and Water Extensions – Shelter Rock Road

46 – REPORT – Habitat for Humanity – Blueberry Lane

47 – DEPARTMENT REPORTS – Fire Chief, Fire Marshall, Police Chief, Department of Elderly Services, Public Works, Engineering, Health and Housing

48 – COMMUNICATION – Insurance and FEMA Reimbursement Reappropriation

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

CONSENT CALENDAR

MARCH 7, 2000

- 3 - Adopt resolution establishing the annual tax levy for the Downtown Special Services District
- 4 - Adopt a resolution to authorize Danbury Youth Services to apply for and accept a State of Connecticut grant in the amount of \$75,000 for Youth and Family Counseling
- 5 - Adopt a resolution to authorize the Board of Education to apply for and accept a State of Connecticut grant in the amount of \$26,368 for the Before and After School Program
- 6 - Adopt a resolution to amend a lease agreement with the State of Connecticut regarding the Still River Greenway Project
- 8 - Adopt a resolution to authorize the Danbury Preservation Trust to apply for and accept a grant in the amount of \$20,800 from the General Electric Fund Environmental Stewardship Grant Program
- 9 - Approve the lease agreement with the State of Connecticut Department of Transportation and the sublease with the Danbury Railway Museum regarding Five railroad passenger coaches
- 10 - Approve the reappointment of Roberto Perez, Iola Gentile, Anthony Vitti and Janet Ross to the Commission on Persons with Disabilities
- 11 - Approve the reappointments of Michael Steinerd and Marcia Kendall to the Environmental Impact Commission
- 15 - Approve the request to apply for a donation of six computers from the Hamden Division/IBM, Inc. for the SeniorNet Program
- 17 - Approve the acceptance of a scholarship from the Center for Disease Control STD Prevention Division of the Massachusetts Department of Public Health To send one City employee to the "Sexually Transmitted Diseases Intensive Training Course" on May 22-24, 2000
- 23 - Approve the transfer of \$344 from the Elderly Services Donations Revenue Account to the Commission on Aging budget as described
- 24 - Approve the transfer of \$16,000 from the excess State Revenue account to the Registrars of Voters account as described
- 28 - Approve the transfer of \$15,000 into the Fire Department Special Services Account
- 30 - Approve the phased in acceptance of water and sewer lines at the Lexington Mews Project
- 31 - Receive the report regarding sidewalks on Tamarack Avenue and take no action at this time
- 34 - Receive the report from the Acting Director of Public Works and the Acting City Engineer regarding the Lexington Mews Project
- 35 - Receive the reports regarding 7 Bridle Ridge Road and deny the request to designate the parcel as surplus
- 39 - Approve the recommendation to adopt the ordinances regarding the Downtown Tax District - Organization and Operations
- 40 - Receive the report regarding the Arc Ice Rink
- 41 - Approve the recommendation to change the road name from Pickett Ridge Road to George Hull Hill Road
- 42 - Approve the recommendation for sewer and water extensions on Larson Drive, to be accepted in a phased in manner
- 43 - Approve the recommendation to deny the request to waive late charges on a sewer and water bill
- 44 - Approve the recommendation for sewer and water extensions at 62 Federal

Road
45 – Approve the recommendation for sewer and water extensions at Shelter Rock Road as described



CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

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

March 7, 2000

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

Attached is a proposed ordinance regarding Panhandling Control.

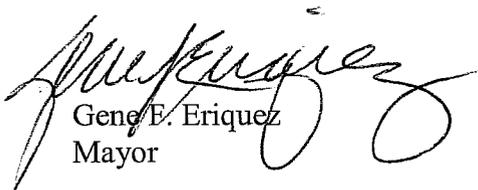
As you are aware, there are "Quality of Life" initiatives before you for consideration that include addressing Commercial Vehicles in Residential Zones, Revisions to the Noise Control ordinance and, now, this ordinance regarding Panhandling Control.

Maintaining and enhancing the quality of life within our city is most important to ensure the viability and livability our residents and businesses expect and deserve. Appropriate legislation that affords greater attention, stricter compliance and enforcement and that which effectively sets a tone within our community is a mechanism employed to achieve "quality of life" goals.

This Panhandling Control ordinance is intended to curtail inappropriate behavior in public places in our city, thereby maintaining and protecting the safety and well being of the public while fostering a harassment-free environment.

Thank you for your consideration of this matter.

Sincerely,


Gene E. Enriquez
Mayor



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CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

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FAX (203) 796-1666

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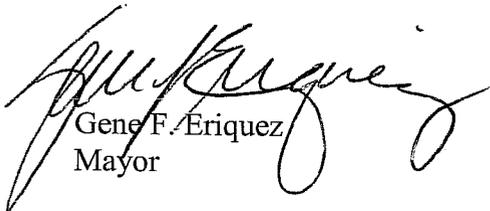
Attached is the proposed ordinance regarding the Uniform Valuation of Personal Property for your review and consideration.

During the State of the City Address I presented this past January, I proposed that we consider the adoption of this ordinance to provide for accelerated depreciation of computer equipment and peripherals. This initiative, now available for municipalities to implement as a result of new State legislation, offers personal property tax relief for businesses. It would keep Danbury in the forefront of providing the business friendly environment that is critically important for our long-term economic vitality.

Recognizing the role that technology plays today in businesses of all sizes and scope, and technology's ability to increase efficiency, effectiveness and profits, I present this proposal for your deliberation.

Thank you for your cooperation.

Sincerely,



Gene F. Eriquez
Mayor

GFE:sr



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

March 2, 2000

PLEASE REPLY TO:

DANBURY, CT 06810

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

RE: Downtown Special Services District

Dear Mayor and Council Members:

Attached please find a resolution establishing the annual tax levy for the Downtown Special Services District in accordance with the provision of Section 19B - 7 of the Danbury Code of Ordinances. This proposed levy upon taxable interests in real property located within the district is derived from the annual district budget adopted pursuant to state and local law.

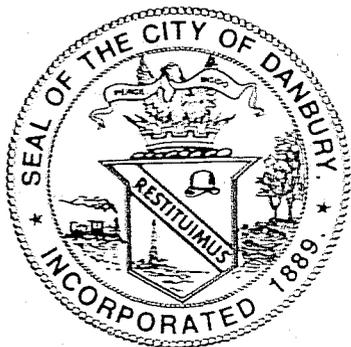
In accordance with Section 7 - 339(d) of the Connecticut General Statutes, it is the obligation of the Common Council to impose the recommendation levy as a municipal levy for the benefit of the district. Please consider the adoption of this resolution in the usual fashion. If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

Eric L. Gottschalk
Acting Corporation Counsel

Attachment

ELG/msm



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

**A RESOLUTION LEVYING THE PROPERTY TAX
FOR THE DANBURY DOWNTOWN SPECIAL SERVICES DISTRICT
FOR THE FISCAL YEAR BEGINNING JULY 1, 2000 AND ENDING JUNE 30, 2001**

SECTION 1. The sum of One Hundred Thirty Five Thousand, Eight Hundred Dollars (\$135,800) representing the gross appropriation for the City of Danbury Downtown Special Services District of One Hundred Thirty Five Thousand, Eight Hundred Dollars (\$135,800) for the fiscal year beginning July 1, 2000 and ending June 30, 2001, and minus indirect revenues of \$-0-, and minus estimated available "Surplus" of \$-0- plus taxes reserved in the amount of \$2,461, is hereby levied and assessed on all taxable interests in real property located within the City of Danbury Downtown Special Services District as set forth on the corrected annual Grand List as of November 1, 1999.

SECTION 2. Accordingly, the General Fund tax rate for the fiscal year beginning July 1, 2000 and ending June 30, 2001 with respect to said property interests within said District shall be as follows:

TAX RATE: 1.946 MILLS

SECTION 3. The taxes levied and assessed herein provided shall be due and payable in four equal installments on July 1, 2000, October 1, 2000, January 1, 2001, and April 1, 2001 except for taxes not in excess of One Hundred Dollars (\$100.00) which taxes shall be paid on July 1, 2000, in accordance with the General Statutes of the State of Connecticut, unless said date shall have lapsed before the effective date of this resolution in which case the Tax Collector shall fix the date as if said date had not been fixed herein as provided by law.

SECTION 4. The Tax Collector shall cause the said taxes above levied and assessed to be inserted on the tax rolls for the fiscal year beginning on July 1, 2000 and ending June 30, 2001.

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

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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 – DANBURY YOUTH SERVICES

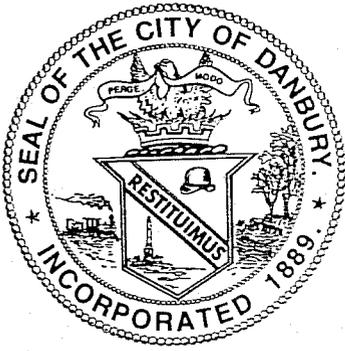
DATE: 02/22/00

CC: K. REDENZ, N. C. BUZERAK

Attached for your review is a resolution that will allow Danbury Youth Services via the City of Danbury to apply for and to accept funding from the State of Connecticut Department of Education. This Grant in the amount of \$75,000 will be used for the Youth and Family Counseling. A local match is required, and will be provided by Danbury Youth Services. A copy of the paperwork received by this office is attached.

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, grant funds in an amount not to exceed seventy thousand dollars (\$75,000) are available from the State of Connecticut department of Education for 2000-01 Youth Services Bureau operations and;

WHEREAS, the continuation of the Youth Services Bureau, for the twenty third year, is deemed to be in the best interest of the City of Danbury.

NOW, THEREFORE, BE IT RESOLVED THAT the actions of Gene F. Eriquez as Mayor of the City of Danbury, in applying for the said funds be and hereby are ratified and that Mayor Eriquez be and hereby is authorized and directed to contract with the State of Connecticut Department of Education for a state cost sharing grant not to exceed \$75,000 for a Youth Service Bureau for the fiscal period commencing July 1, 2000.

BE IT FURTHER RESOLVED THAT the Mayor is authorized to execute any and all documents, applications, or other pertinent instruments to this program.



DANBURY YOUTH SERVICES, INC.

32 Stevens Street, Danbury, Connecticut 06810
(203) 748-2936 • FAX (203) 797-8568

TO: Honorable Gene Enriquez, Mayor
Honorable Members of the Danbury Common Council

FROM: James J. Walsh *JJW*
Executive Director

DATE: February 22, 2000

SUBJECT: Resolution for State of Connecticut
Department of Education (SDE) Grant -in-Aid

Attached please find a draft resolution that will enable our agency, via the City of Danbury, to apply for Connecticut State Department of Education funding for the 2000-01 fiscal year.

The grant, not to exceed \$75,000, will be the twenty third year that we will get funds for the following:
Youth and Family Counseling, Crisis Intervention and Substance Abuse Prevention Programming. We will use part of our City of Danbury appropriation for the local match.

I would appreciate it if this resolution was put on the March or April 2000 consent calendar.

If you have questions, please contact me at 749-2936.

Thank you for your support.

cc: Eric Gotschalk, Corp. Counsel Office
Betty Crudington, City Clerk
Grants Administrator ✓
File Copy

Funded in Part By: •City of Danbury
•CT Dept. of Social Services
•United Way of Northern Fairfield County
•Danbury Board of Education

•CT State Dept. of Education
•Town of New Fairfield
•Union Savings Bank

•CT Dept. of Children & Families
•Town of Bethel
•News-Times Campaign Fund



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

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WHEREAS, the continuation of the Youth Services Bureau, for the twenty third year, is deemed to be in the best interest of the City of Danbury.

NOW, THEREFORE, BE IT RESOLVED THAT the actions of Gene F. Eriquez as Mayor of the City of Danbury, in applying for the said funds be and hereby are ratified and that Mayor Eriquez be and hereby is authorized and directed to contract with the State of Connecticut Department of Education for a state cost sharing grant not to exceed \$75,000 for a Youth Service Bureau for the fiscal period commencing July 1, 2000.

BE IT FURTHER RESOLVED THAT the Mayor is authorized to execute any and all documents, applications, or other pertinent instruments to this program.



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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 - BEFORE & AFTER SCHOOL PROGRAM

DATE: 02/22/00

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

Attached for your review is a resolution that will allow the City of Danbury's Board of Education to apply for and to accept funding from the State of Connecticut Department of Social Services for the Before and After School Grant. This Grant in the amount of \$26,368 will be used for the time period July 1, 1999 thru Jun 30, 2000. No local match is required. A copy of the paperwork received by this office is attached.

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 Social Services had made a grant available in the amount of \$26,368.; and

WHEREAS, these funds, if awarded, would be used for the Before and After School Program for the 1999-00 school year respectively; and

WHEREAS, no local cash match is required.

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez and Mayor of the City of Danbury is hereby authorized to apply for said grants funds and to sign all documents necessary and do all things necessary to effectuate the purposes of said program.

PROGRAM NAME: City of Danbury

BUDGET

FINANCING SUMMARY

034-BAS-10	7/1/99 - 6/30/00	(A) REQUESTED	(B) ADJUSTMENTS	(C) APPROVED
Total State Grant		\$26,368	0	\$26,368
For Amendments Only: Previously approved State Grant Amount of Amendment:				

ITEM / Line #	Subcategory	Line Item Total	Adjustments	Revised Total
1. CONTRACTUAL SERVICES				
1a.	Bed Days			
1b.	Client Advocate			
1c.	Security Deposit			
1d.	Other Unit Rate Costs			
	TOTAL UNIT RATE			
2. CONTRACTUAL SERVICES				
2a.	Accounting			
2b.	Legal			
2c.	Independent Audit			
2d.	Other Contractual Services			
	TOTAL CONTRACTUAL SERVICES			
3. ADMINISTRATION				
3a.	Admin. Salaries			
3b.	Admin. Fringe Benefits			
3c.	Admin. Overhead			
	TOTAL ADMINISTRATION			
4. DIRECT PROGRAM STAFF				
4a.	Program Salaries			
4b.	Prog. Fringe Benefits			
	TOTAL DIRECT PROGRAM			
5. OTHER COSTS				
5a.	Program Rent			
5b.	Consumable Supplies			
5c.	Travel & Transportation	2,000		
5d.	Utilities	16,000		
5e.	Repairs & Maintenance	2,500		
5f.	Insurance	2,500		
5g.	Food & Related Costs			
5h.	Other Project Expenses	3,668		
	TOTAL OTHER COSTS	26,368		
6. EQUIPMENT				
7. PROGRAM INCOME				
7a.	Fees			
7b.	Other Income			
	TOTAL PROGRAM INCOME			
8. TOTAL NET PROGRAM COST		26,368		

**PART III: DEPARTMENT OF SOCIAL SERVICES
BEFORE AND AFTER SCHOOL PROGRAM - C.G.S §17b-737**

1. Description of Service - The contractor agrees to:

- a. provide services to children of school age with activities as described in the Department of Public Health (hereinafter "DPH") regulations as adopted under Sections 19a-79 of the Connecticut General Statutes. Such activities shall include, but not be limited to, physical activities, creative activities, quiet activities, indoor and outdoor play, nutritional snacks, large and small group activities and opportunities for homework.
- b. provide school age child day care services to approximately 500 families and approximately 540 children.

2. Program Administration - The contractor agrees to:

- a. provide services at the following site(s): Mill Ridge Primary, Mill Ridge Intermediate, King Street Primary, King Street Intermediate, South Street Elementary School, Roberts Avenue Elementary School, Pembroke Elementary School, Hayestown Avenue Elementary School, Shelter Rock Elementary School, Park Avenue Elementary School, Stadley Rough Elementary School, Morris Street Elementary School. Great Plain Elementary School is a satellite to Stadley Rough School.
- b. provide services at the above site(s) during the hours of:
7:00A. M. to 8:35 A. M. and/or
3:00P. M. to 6:00 P. M. Mondays through Fridays
when school is in session and/or
7:00A. M. to 6:00 P. M. during school holidays and vacations.
- c. assure that the site(s) has/have personnel sufficient to meet the requirements of Section 19a-79 of the Connecticut General Statutes and its accompanying regulations of DPH.
- d. list its DSS supported vacant, eligible and appropriate child care slots with the resource and referral contractor the department identifies to provide such referral services to Connecticut families requiring child care.

3. Program Review and Evaluation - The contractor agrees to:

- a. annually conduct a self-assessment and report the findings as a part of the final report required by PART III, Section 6.
- b. annually conduct a customer satisfaction survey and report the findings as a part of the final report required by PART III, Section 6.
- c. at least annually, be reviewed by the department.

Department reviews may be performed by an examination of documents and reports, visits to funded sites, visits to sites administered by the contractor but not funded by the department, or by a combination any of the above.

4. Quality Assurance/License Compliance

- a. The contractor shall, as required by law, maintain a valid Child Day Care Center license.
- b. Unless already accredited by a national accreditation program approved by the department, the contractor agrees to participate in events to determine the appropriateness of accreditation by such an accreditation service, including, but not limited to, the National Association for the Education of Young Children, the National School Age Child Care Alliance, or such other accreditation service as may from time to time be authorized by the department. The contractor further agrees, unless it already has and maintains accreditation by a department authorized accreditation service, to become accredited by July 1, 2002.

5. Outcomes and Measures

The contractor agrees to the following outcomes and measures:

Outcome: Children generally interact with each other in positive ways.

Measure: At least 90 % of the participating children are relaxed and involved with each other.

At least 90 % of the participating children show respect for each other (do not ridicule, fear, or reject others.)

At least 90 % of the participating children usually cooperates and works well together.

At least 90 % of the participating children usually discuss their

differences and work toward a solution when problems arise without arguing, fighting, or physical aggression.

Outcome: Children make their own choices and become more responsible.

Measure: At least 80 % of the participating children does as much as possible for themselves.

At least 80 % of the participating children choose what they will do, how they will they do it, and with whom.

At least 80 % of the participating children makes informed and responsible choices.

Outcome: Families are involved in the program.

Measures: At least 80 % of the participating families visits the program.

At least 75 % of the participating family members is oriented to the program.

At least 90 % of the participating families is informed about the program.

At least 100 % of the participating families are encouraged to give input and be involved in the program activities.

Outcome: The parent/guardian maintains or accesses training, education, or employment.

Measure: At least 100 % of the parent/guardian maintained employment or participated in training/educational programs.

6. Programmatic and Statistical Reporting

The contractor shall submit a program narrative (*DSS-2042S, pages 1 and 2*) and statistical report (*DSS-2042S, Program Statistical Report*) to its department regional office contract liaison within thirty (30) calendar days of December 31, 1999. The contractor shall also submit a final program and statistical report within sixty (60) calendar days of June 30, 2000.

7. Financial Reporting

- a. The contractor agrees to submit, to its department regional office contract liaison identified in PART I, on page 1 of this contract, quarterly financial reports (*DSS-304/305*) for the periods July through September and October through December

1999 and January through March 2000 within thirty (30) calendar days of the end of each of the aforementioned quarters.

- b. The contractor agrees to submit, to its department regional office contract liaison identified in PART I, on page 1 of this contract, a final quarterly financial report (DSS-304/305) for the period April 1, 2000 through June 30, 2000 within sixty (60) calendar days of June 30, 1999.

8. Grant-in-aid and Program Budget

- a. The Department shall provide \$ 26,368 as a grant-in-aid to the contractor of for the contract period July 1, 1999 to June 30, 2000.
- b. Of the amount identified in Section 8.a. above, \$ 22,700 shall be restricted to the facility use and program operation costs identified in Section 17-31aa-4 of the Regulations of State Agencies. Those costs are:
 - (1) facility use costs of – maintenance and utilities directly attributable to the program, and;
 - (2) program operation costs of – transportation and liability insurance coverage directly attributable to the program.
- c. The contractor agrees to use its grant-in-aid in accordance with the budget included herein.

9. Payment

- a. The contractor agrees that to receive payment, it shall submit a written request. Said request shall be submitted on a Payment Requisition (W-1270).
- b. The contractor agrees that, as a part of its contract submission, it shall submit a Payment Requisition for one quarter (¼) of the amount set forth in PART III, Section 8.a.
- c. The contractor agrees that all subsequent payment requests shall be submitted on the required form within twenty (20) days of the date the payment is to be received.
- d. The department agrees that payment requisitions will be honored and funds released based on its review of financial reports, the availability of funds, and the contractor compliance with the terms of the contract.
- e. If the contractor is delinquent in any report, by more than thirty (30) days, it shall not be entitled to further payments until the delinquency is corrected.
- f. If the department, upon review of any report or upon examination of any financial

record, determines that under-expenditure or under-utilization of the grant-in-aid is possible, with advance notice to the contractor, it may reduce payments.

10. Budget Revision

- a. The contractor may transfer, within the single program component, funds from one budget category to another with the exception of equipment, without prior notification to or approval of the department so long as:
 1. the amount, by which a single category is increased, does not exceed 15% of the approved amount or \$1,500, whichever is greater.
 2. the transfer applies only to category amounts in the formally approved budget and subsequently approved budget revisions. This flexibility applies separately to each component and is not computed on the composite budget.
 3. the number of people or the percentage of time charged to a job classification is not increased beyond that provided for in Section 10.a.1.
 4. the transfer is not for categories or kinds of expenditures listed in Section 10.b., and,
 5. all transfers made pursuant to this section are reflected on the next submitted financial report.
- b. The department requires that its prior written approval by a formal budget revision be requested and provided if:
 1. the purchase is of an item of equipment not approved in the original budget,
 2. the transfer is one that involves an increase of an approved category amount by more than 15% or \$1,500, whichever is greater,
 3. the transfer is for an increase in compensation for services under a subcontract contract, including third party contracts,
 4. the request is to transfer funds from one component to another,
 5. the request is to transfer budgeted program or food reimbursement income.
- c. The department will respond, within thirty (30) days, to a properly executed budget revision request.
- d. No contractor proposed budget revision shall be submitted more than thirty (30) calendar days after the contract end date. The department, however, may entertain, at any time, a budget revision to increase funding for an audit of the

program.

- e. The final financial report will show all category overruns. Costs incurred after the end of the contract period shall be disallowed, except where the department has expressly provided written approval in advance.



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 Social Services had made a grant available in the amount of \$26,368.; and

WHEREAS, these funds, if awarded, would be used for the Before and After School Program for the 1999-00 school year respectively; and

WHEREAS, no local cash match is required.

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez and Mayor of the City of Danbury is hereby authorized to apply for said grants funds and to sign all documents necessary and do all things necessary to effectuate the purposes of said program.



6

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

March 1, 2000

DANBURY, CT 06810

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

Re: Still River Corridor Lease/Linear Park
Connecticut Department of Transportation
December 1999 Agenda – Item No. 4

Dear Mayor and Council:

Please recall that this matter involves a lease of approximately four (4) acres of land from the State of Connecticut. The land is to be used for the Still River Greenway, in accordance with a request to you from the Coordinator of Environmental Services, Jack Kozuchowski. In December, you approved a resolution authorizing entry into the lease agreement, once the Planning Commission rendered its approval. That approval was granted in January.

We have recently been advised by the State DOT that language in the resolution pertaining to the starting date of the lease term needs revision to conform it to the requirements of the Office of the Attorney General. That revised resolution is attached for your consideration and approval. The changes do not present any meaningful amendments to the earlier approvals or to the intent of this project.

Kindly adopt the attached resolution at your early opportunity.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

Attachment

c: Jack Kozuchowski, Health Dept.
Dominic A. Setaro, Jr., Director of Finance

llp/revise



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, by Resolution dated December 7, 1999 the common council of the City of Danbury authorized Mayor Gene F. Eriquez to enter into an agreement entitled Lease Agreement between the State of Connecticut, Department of Transportation and City of Danbury Still River Corridor City of Danbury No. N/A; and

WHEREAS, pursuant to said Resolution Mayor Gene F. Eriquez signed said Lease Agreement on behalf of the City of Danbury on December 22, 1999; and

WHEREAS, the inception date of the Lease Agreement was incorrectly stated in said Resolution;

NOW, THEREFORE, be it resolved that the action of Mayor Gene F. Eriquez in signing said Lease Agreement to begin March 1, 2000 is hereby ratified and authorized, and further that the authority granted by said Resolution to "execute such other and related documents as may be necessary to accomplish the purposes" of the Lease Agreement is hereby restated and ratified.



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

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

March 7, 2000

Honorable Members of the Common Council
City of Danbury, Connecticut

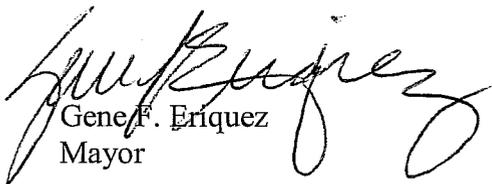
Dear Council Members:

Dear Council Members:

At the request of the Connecticut Citizen Action Group, I submit the attached resolution for your consideration regarding Campaign Finance Reform legislation now before the Connecticut General Assembly.

Thank you for your consideration of this item.

Sincerely,



Gene F. Enriquez
Mayor



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

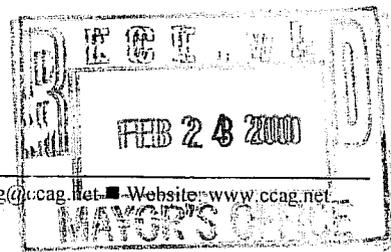
_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS: During this Year 2000 Session of the General Assembly of the State of Connecticut, several proposals regarding Campaign Finance Reform have been submitted for consideration, and

WHEREAS: It is the intent of Campaign Finance Reform legislation to dramatically reduce the influence of special interests, to limit the ever-escalating cost of campaigns, and to return the focus of campaigns to raising issues.

THEREFORE, BE IT RESOLVED that the Common Council of the City of Danbury supports the aforementioned stated purpose of Campaign Finance Reform legislation and encourages the members of the State Legislature to effect the same during this 2000 Year Session.



139 VANDERBILT AVENUE ■ WEST HARTFORD, CT 06110 ■ (860) 947-2200 ■ Fax: (860) 947-2222 ■ E-Mail: ccag@ccag.net ■ Website: www.ccag.net

Dear Mayor Eriquez,

Enclosed is a sample Council Resolution on Campaign Finance Reform. Council President Tom Arconti has been provided a copy and is willing to bring it up in caucus. I believe that with your support this will sail through the Common Council. This would aid in the support at the State Legislature tremendously. The more support we can demonstrate at the local level the less chance that legislators who are undecided or on the fence can jump to the other side. Also I have enclosed an elected leaders pledge. This is part of a national campaign to build support for state reform as well as national. Please call me with any questions regarding the resolution or pledge.

Thank you,

Stacey Zimmerman
Organizer CCAG
PH/FAX (203)744-0763
(203)733-0173

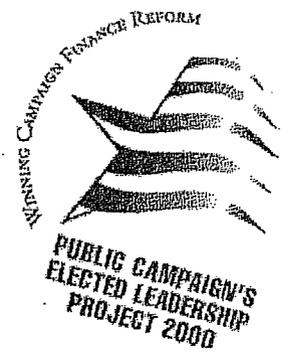
Sample Council Resolution

Whereas we seek to:

- Dramatically reduce the influence of special interests.
- Limit the ever-escalating cost of campaigns.
- Return the focus of campaigns to raising issues

Therefore, be it resolved that we strongly support legislation to establish publicly financed campaigns for state office.

Winning Campaign Finance Reform



America's elected leaders are being overwhelmed by an out-of-control campaign finance system. The cost of running for office escalates with every election. For many office-holders, raising money has become a year-round concern. Many good people can't run for office because they lack access to wealth. Even the most dedicated public servants find they must devote increasing amounts of time to fundraising, with less time available for voters and legislating.

It is time to fundamentally change the way we finance election campaigns. Voters in three states, Arizona, Maine and Massachusetts, recently passed sweeping ballot proposals to establish comprehensive campaign reform. In Vermont, a similar public financing bill passed the legislature with bipartisan majorities in both chambers. Like measures have been introduced in state legislatures from Hawaii to New York as well as in Congress.

Under the basic model, candidates run their campaigns entirely with money from a public fund. To qualify candidates must first meet local ballot access requirements and demonstrate community support by collecting a threshold number of donations. They must then agree to abide by spending limits and to

forgo private contributions. Those who qualify and agree to play by the rules receive a set amount of public money. This system is completely voluntary and, as such, is entirely constitutional. It will stand up in court.

Voters have proven that they support such measures, but serious change in the way we finance major campaigns cannot come without leadership from elected officials themselves. Office-holders know all too well the problems created by the endless money chase. They best understand the campaign realities a new system must address. Their support is essential to passage of this comprehensive reform.

Already, hundreds of elected officials have supported democratically financed elections-type measures in their public statements, with their votes, through legislative testimony, and by sponsoring bills. Public Campaign's Elected Leadership Project aims to boost those numbers dramatically by January 2000. We are working with reform activists in nearly every state across the country to educate elected officials and win their support for this comprehensive reform. We urge all elected officials to sign the support statement below and we welcome you to a new era of politics that will reinvigorate our democracy.

Support Statement

"As an elected official, I am, concerned about the increasing role that money plays in elections. I hereby offer my public support for the establishment nationally of an alternate campaign finance system, one that is both constitutional and voluntary. I also support comprehensive campaign finance reform in the State of Connecticut that includes a voluntary public financing system. Under such a system, candidates agree to limit spending and to forgo private fundraising. In return, qualifying candidates receive a set amount of public funding to run for office."

Signature: _____
Name: _____ **Office Held:** _____
Address: _____
Phone: _____ **E-mail:** _____



CCAG is working with Public Campaign to adopt campaign finance reform that will reduce the influence of special interest money in elections. For more information check out our website at www.ccag.net

Phone: (860) 947-2200

Please Fax To: (860) 947-2222

or Mail: CCAG 139 VANDERBILT AVE.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

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WHEREAS: During this Year 2000 Session of the General Assembly of the State of Connecticut, several proposals regarding Campaign Finance Reform have been submitted for consideration, and

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THEREFORE, BE IT RESOLVED that the Common Council of the City of Danbury supports the aforementioned stated purpose of Campaign Finance Reform legislation and encourages the members of the State Legislature to effect the same during this 2000 Year Session.



8

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 – GE ENVIROMENTAL STEWARDSHIP GRANT

DATE: 02/29/00

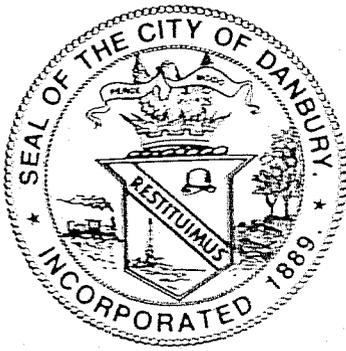
CC: K. REDENZ, N. C. BUZERAK, J. KOZUCHOWSKI

Attached for your review is a resolution that will allow the City of Danbury via the Danbury Preservation Trust to apply for and accept funding from The General Electric Fund Environmental Stewardship Grant Program. This grant in the amount of \$20,800 would be used to promote environmental excellence in the community, especially along the Still River Greenway. 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 City of Danbury has initiated a long term project aimed at the construction of an environmental Greenway along the Corridor of the Still River; and

WHEREAS, the City successfully installed the first section of the Greenway in the fall of 1999 in Commerce Park, resulting in the creation of the first .5 mile trailhead loop and the installation of floodplain and shoreline environmental improvement demonstrations; and

WHEREAS, the Still River Alliance and the Danbury Preservation Trust are striving to sustain the momentum of the successful project initiation to extend the environmental Greenway from Commerce Park to the Danbury – Brookfield border; and

WHEREAS, the General Electric Corporation is offering the opportunity for an Earth Day 2000 Environmental Stewardship Challenge Grant aimed at promoting environmental excellence in communities; and

WHEREAS, the City of Danbury's Still River Greenway Project represents a community environmental initiative aimed at opening the River Corridor for passive recreation and environmental education and historical heritage; and

WHEREAS, the Danbury Health and Housing Department has prepared a grant proposal seeking \$20,800 in funding from the GE Environmental Stewardship Grant Program to subsidize the design of the Still River Museum, the installation of an environmental education trail along the corridor beyond Commerce park and to promote two community celebrations of the River in 2000 and 2001;

NOW, THEREFORE, BE IT RESOLVED that the Common Council authorizes the Danbury Health Department to apply for the grant funds, to support this project and authorizes Mayor Gene F. Enriquez or his designee to accept such funds on behalf of the City and enter into any contractual agreements with the GE Fund program which would allow the execution of this grant.

Impact Statement : GE Fund Environmental Stewardship Challenge Grant Program

“Building the Still River Greenway, Phase II”

Description of Project : The GE Corporation is offers an “Earth Day 2000 “Environmental Stewardship Grant” program, on a national competitive basis. The program is oriented toward subsidizing projects that “promote environmental excellence in our workplaces and our communities”. The Still River Greenway project is a prime candidate for funding, as the GE Capital and the GE Elfun Society provided manpower, materials and support services for the creation of the first section of our Greenway in 1999.

This grant proposal would fund the design of the refurbishment of an existing City owned modular building¹, extending the Greenway Trail form the end of Commerce Park to the Danbury-Brookfield border and to promote community events that celebrate the opening of the Greenway.

The total grant request is 20,800. The budget page from the grant proposal is attached to this Impact Statement. The City of Danbury would be a co-applicant for this grant with the Danbury Preservation Trust, a 501 (c) (3) organization. The City would be the lead agency in administering this grant.

Financial Impact. The sole financial impact to the City is staff time from the Environmental Health Division (EHD). It is estimated that approximately 100 hours of management services from the Coordinator of Environmental and Occupational Health Services would be devoted to directing the project, supplemented by an additional support of 100 man-hours form the staff of Environmental Inspectors from the EHD. There is no cash match required by the Grant guidelines.

Financial Reporting Requirements. At the conclusion of the grant project, there is a single program/financial report which is required. As described to me by the GE Grant Officer, the format of the Final Report is similar to that which we recently completed for the National Fish and Wildlife Grant Project.

Grant Audit/ Administration fees. The grant program disallows internal costs, including the grant audit and administration fees. Therefore, these fees were not included in the budget.

Council Resolution. A Common Council Resolution is needed to apply for and receive this grant. A draft of a resolution is attached to this Impact Statement for your consideration.

¹ The building, which formerly housed the Fire Marshal’s Office has been declared surplus by the Purchasing Department and is dedicated to the function of housing the Still River Museum.

Section VI : Budget

The table, below, indicates the budget that is the subject of this request to the GE Environmental; Stewardship Grant program:

Functional Category	Description of Activity / Service	Budget Amount
Create Environmental Education Trail at Still River Greenway	Materials for Trail Clearing and litter pick-up (weed whacker rental, litter bags, tick spray etc.)	\$ 200.
	Three graphically enriched milestone signs	\$ 1500
	Materials for 25 sign markers keyed to trail brochure (wood, concrete)	\$ 500.
	Materials for benches (wood, concrete)	\$ 300.
	Materials for creating wildlife observation areas at Trail Terminus Bird Sanctuary (nesting boxes, blinds, etc.)	\$ 500.
	Layout design for Environmental Education Trail Brochure	\$ 300
	Production costs for 1000 brochures	\$1000
Design of Still River Museum	Costs for architect services for layout of interior of modular building and refurbishment of exterior	\$10,000
	Electronic equipment for running museum exhibits (TV/VCR, slide projectors etc.)	\$ 4,000
	Production costs for slide show of "Still River Watershed Initiative"	\$ 1000.
Communications/ Community Celebration Events	Public Service advertising for two events at Still River	\$1000.
	Fee for Connecticut Troubadour performance at two events	\$ 500
TOTAL ----->		\$20,800



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

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9

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL
January 31, 2000

PLEASE REPLY TO:

DANBURY, CT 06810

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

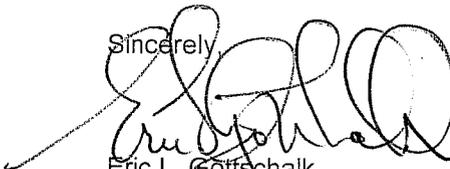
RE: Danbury Railway Museum, Inc.
Railroad Passenger Coach Sublease Agreement

Dear Mayor and Council Members:

The State of Connecticut, Department of Transportation, has offered to lease five railroad passenger coaches to the City for use in conjunction with the operation of the Danbury Railway Museum. We have reviewed the lease and enclose a copy for your consideration.

If you elect to accept this lease, it is anticipated that you will also approve the enclosed sublease, which, subject to the State's approval, would permit the transfer of certain rights and obligations with respect to these rail cars from the City to the Danbury Railway Museum, Inc. Please review the proposal in the usual fashion. We will be available to answer any questions that you may have with respect to the draft.

Sincerely,



Eric L. Gottschalk
Corporation Counsel

ELG/msm

c: Danbury Railway Museum, Inc.

SUBLEASE AGREEMENT FOR
FIVE RAILROAD PASSENGER COACHES
BETWEEN
THE CITY OF DANBURY
AND
THE DANBURY RAILWAY MUSEUM, INC.

THIS SUBLEASE AGREEMENT, concluded at Danbury, Connecticut this _____ day of _____, 2000, is made by and between the City of Danbury, a municipal corporation located in Fairfield County, organized and existing under and by virtue of the laws of the State of Connecticut, acting herein by Gene F. Eriquez, its Mayor, hereunto duly authorized, (hereinafter referred to as the "CITY") and the Danbury Railway Museum, a non profit corporation, organized and existing under and by virtue of the laws of the State of Connecticut, (hereinafter referred to as the "LESSEE").

WITNESSETH: THAT,

WHEREAS, the State has offered to grant said authority pursuant to a "LEASE AGREEMENT BETWEEN THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION AND THE CITY OF DANBURY FOR FIVE (5) RAILROAD PASSENGER COACHES RAIL FILE NO. (34) 7001-MISC-976" a copy of which is attached hereto and incorporated herein, and

WHEREAS, the CITY wishes to grant to the LESSEE a sublease of certain of its rights and obligations under the above referenced agreement and the LESSEE wishes to accept said rights and obligations.

NOW, THEREFORE, KNOW YE:

The CITY does hereby sublease to the LESSEE and its assignees, if any, subject to all the stipulations, restrictions, specifications and covenants herein contained, five (5) railroad passenger coaches, Nos. 1547, 2001, 2012, 2014 and 2015 listed in Schedules A and B attached to the above referenced Lease Agreement, hereinafter referred to as the EQUIPMENT, for use in conjunction with its operation of the Danbury Railway Museum.

In furtherance of the foregoing, and except as otherwise provided herein, the CITY does hereby specifically transfer to the LESSEE, and the LESSEE does hereby specifically accept the rights granted to, and the obligations assumed by, the CITY as set forth in the aforesaid Lease Agreement between the CITY and the State of Connecticut.

The right to inspect the EQUIPMENT for the purpose of verifying compliance with the terms and conditions of the above referenced Lease Agreement between the CITY and State of Connecticut is specifically retained by both the CITY and the State and acknowledged by the LESSEE.

It is understood and agreed by the parties hereto that all obligations assumed by the LESSEE under this Agreement and under the Lease Agreement between the CITY and State of Connecticut referenced herein and attached hereto, shall run in favor of both the CITY and the State of Connecticut, both of which shall have the right to enforce this Agreement according to

the law. Whenever said Lease Agreement permits certain action subject to State consent or approval is obtained first from the CITY and then from the State.

This Agreement may be terminated at any time by the LESSEE upon forty five (45) days official notice, as the same is hereinafter defined, or by the CITY with seventy five (75) days official notice.

Whenever the above referenced Lease Agreement between the CITY and the State of Connecticut requires or permits demands, notices and other communications to or with the State of Connecticut, said demands, notices and communications shall be in writing and contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof. Such demands, notices or communications shall be deemed to have been duly given when delivered in person or mailed United States Postal Service – "Certified Mail" to the addresses recited below. All such demands, notices and communications by or from the LESSEE shall be concurrently given both to the CITY and the State.

If to the Danbury Railway Museum, Inc.:

If to the State of Connecticut:

Commissioner of Transportation
Connecticut Dept of Transportation
P.O. Box 317546
Newington, CT 06131-7546

If to the City:

Gene F. Eriquez, Mayor
155 Deer Hill Avenue
Danbury, CT 06810

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

Signed, sealed and delivered
in the presence of:

CITY OF DANBURY

Gene F. Eriquez, Mayor

LESSEE
DANBURY RAILWAY MUSEUM, INC.



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 offered to lease five railroad passenger coaches to the City of Danbury for use in conjunction with the operation of the Danbury Railway Museum; and

WHEREAS, it is in the best interests of the City of Danbury to execute an agreement to permit such a lease and ultimately effect the utilization of the coaches through the Danbury Railway Museum;

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Gene F. Eriquez be and hereby is authorized to execute an agreement entitled "LEASE AGREEMENT BETWEEN THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION AND THE CITY OF DANBURY FOR (5) RAILROAD PASSENGER COACHES RAIL FILE NO. (34) 7001-MISC-976" and take such other, additional actions as may be necessary in order 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, Department of Transportation, has offered to lease five railroad passenger coaches to the City of Danbury for use in conjunction with the operation of the Danbury Railway Museum; and

WHEREAS, in order to promote the utilization of the passenger coaches the City of Danbury wishes, in turn, to enter into a sublease agreement with the Danbury Railway Museum; and

WHEREAS, said sublease agreement would commit the Danbury Railway Museum to certain rights and obligations originally imposed by the State upon the City of Danbury concerning the use of the coaches;

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Gene F. Eriquez be and hereby is authorized to execute an agreement entitled, "SUBLEASE AGREEMENT FOR FIVE RAILROAD PASSENGER COACHES BETWEEN THE CITY OF DANBURY AND THE DANBURY RAILWAY MUSEUM, INC." and take such other action as may be necessary in order to effectuate the purposes hereof.

NOW, THEREFORE, KNOW YE:

The State does hereby lease to the Second Party, subject to all the stipulations, restrictions, specifications and covenants herein contained, five (5) railroad passenger coaches, Nos. 1547, 2001, 2012, 2014 and 2015, listed in Schedules A and B attached hereto and made a part hereof, hereinafter referred to as the Equipment, for use in conjunction with its operation of the Danbury Railway Museum.

1. The term of this Lease is for a five (5) year period of time commencing April 1, 2000, to and including March 31, 2005, with the Second Party having the right to renew said term by prior written notice to the State for three (3) additional, successive five (5) year periods of time.

2. Upon expiration of the initial term hereof and the Second Party's failure to exercise, in writing, its right to renew, this Lease shall continue to remain in effect on a month-to-month basis until such time as it is cancelled, in writing, by either party hereto or replaced with a subsequent agreement. During said month-to-month basis, all terms and conditions stated herein shall remain in full force and effect.

3. (a) The Equipment is leased to the Second Party for the sole purposes of use, operation and maintenance of the Equipment in accordance with all applicable standards (including, but not limited to, then current Federal requirements) of maintenance, safety, cleanliness, comfort, and service for the protection and convenience of the public using the Equipment.

(b) All equipment shall be maintained by the Second Party, at its sole cost and expense, in good safe working condition and proper repair. The Second Party shall permit the State or its designated agent to inspect all or any part of the Equipment at all reasonable times during the Lease term, and shall make every effort to make or have made the Equipment available for such inspection by the State or its designated agent.

(c) Throughout the term of this Lease, the Second Party must stencil a notice on each rail passenger car leased hereunder indicating clearly that each car is owned by the State.

(d) If the Equipment suffers major damage, from whatever cause, that the Second Party reasonably believes its repair or renovation would be uneconomic, or the engineering life of the Equipment is exhausted, then the Second Party shall promptly notify the State in writing, whereupon this Lease shall terminate and the State shall have the right (a) to recover possession of the Equipment, or (b) require the Second Party to dispose of the Equipment by sale or otherwise and pay to the State the net proceeds, if any, of such sale or other disposition.

4. The Second Party shall pay the State One Dollar (\$1.00) per car, for an aggregate of Five Dollars (\$5.00) per year or part thereof, as rent for the use of the Equipment leased herein.

5. The Second Party agrees that it shall at all times during the term of this Lease employ or cause the Equipment to be employed solely in conjunction with its operation of the Danbury Railway Museum and all costs incurred by the Second Party

hereunder shall be borne by the Second Party. All Equipment shall be operated by the Second Party or its Agent in a safe, careful and proper manner, and in conformity with all laws, ordinances and regulations applicable to the Second Party's operation.

6. All parts and accessories installed on, incorporated in, or attached to, any part of the Equipment leased hereunder and which are in replacement of worn or damaged parts and accessories, or which are required to be placed on any part of the Equipment pursuant to Paragraph 3 hereof shall be considered accessions to such Equipment. Title to such parts and accessories shall, unless the State consents in writing to a different arrangement, be immediately vested in the State, and such parts and accessories shall become subject to all the terms and conditions of this Lease as completely and to the same extent as if they had been components of such Equipment at the time it became originally subject to this Lease. The Second Party may remove and dispose of, or have removed and disposed of, parts of and accessories to any of the Equipment leased hereunder without replacement if the effect of such removal or disposal would not interfere with the use of the Equipment required in Paragraph 3 hereof.

7. Subject to the State's approval, the Second Party may make alterations to the Equipment necessary or desirable for the improvement of its use in conjunction with its operation of the Danbury Railway Museum.

8. (a) This Lease may be terminated at any time by the Second Party upon thirty (30) days official notice, as the same is hereinafter defined, or by the State with ninety (90) days official notice. Upon expiration of said notice period, this Lease shall be null and void and all rights of the Second Party herein shall end and terminate.

(b) The Second Party agrees that dissolution of the operation of the Danbury Railway Museum shall cause the State to immediately, and without notice to the Second Party, recover possession of the Equipment, thereby terminating this Lease. The Second Party shall promptly reimburse the State for any and all costs or expenses of the State (including reasonable attorney's fees) in connection with the recovery or possession of the Equipment pursuant to the provisions of this paragraph.

(c) Further, if the Second Party shall attempt to sell, assign, or dispose of the Equipment or any interest therein (except as herein provided), or if the Second Party defaults in the performance of any of the covenants, conditions or provisions of this Lease and such default continues after reasonable notice to and demand on the Second Party to cure such default, the State may immediately and without notice to the Second Party, recover possession of the Equipment, thereby terminating this Lease. The Second Party shall promptly reimburse the State for any and all costs or expenses of the State (including reasonable attorney's fees) in connection with the recovery or possession of the Equipment pursuant to the provisions of this paragraph.

(d) The parties to this Lease hereby agree that this Lease is a commercial transaction as defined in Connecticut General Statute Section 52-278a(a). The Second party hereby unconditionally waives its right to a notice and hearing under Connecticut General Statutes Sections 52-278a to 52-278g, inclusive, in the event that the State herein shall seek a prejudgment remedy against the Second Party pursuant to Chapter

903a of the Connecticut General Statutes for any default of the Second Party under this Lease.

Subject to Paragraph 3 and Sections (a), (b) and (c) hereof, upon the termination of this Lease, the Second Party shall return the Equipment to the State at such place as the State shall direct in as good condition as exists at the commencement of the term hereof, ordinary wear and tear excepted, and at the Second Party's sole cost.

9. The Second Party assumes and shall pay on demand by the State, any Federal, state or local taxes, assessments, license fees or other charges levied or imposed upon the Equipment, the use or operation thereof or the earnings arising therefrom, or upon the State solely by reason of its ownership or interest therein. The Second Party will at all times keep the Equipment or any part thereof free and clear of all taxes, assessments, license fees or other charges which might in any way affect the title of the State to, or its interest in, the Equipment or result in a lien thereon. The Second Party relinquishes any right to assert or prosecute to judgment, or to have asserted or prosecuted to judgment for its benefit by others, against the State, its agents, officers or employees any claim arising out of any warranty, written, oral, implied or statutory (except as to title and freedom from lien) with respect to the Equipment.

10. The Second Party agrees to defend, indemnify, reimburse and hold the State harmless from any and all claims, demands, suits, judgments or causes of action on account of injury to or death of persons or loss or damage to property which result from the Second Party's performance of this Lease or from any negligent act or omission of the Second Party.

11. The Second Party shall have the right, subject to the requirements of all public authorities having jurisdiction over the Second Party and its operations, to fix its fare and other charges in connection with its use of the Equipment leased hereunder, subject to applicable laws and regulations.

12. The provisions of this Lease and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Connecticut and applicable Federal laws.

13. All demands, notices and other communications hereunder must be in writing and contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof. Such notice(s) shall be deemed to have been duly given when delivered in person or mailed United States Postal Service - "Certified Mail" to the addresses recited below:

If to the State:

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

If to the Second Party:

Hon. Gene F. Eriquez, Mayor
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

14. The Second Party shall not assign this Lease or sublease all or any part of the Equipment leased hereunder without first obtaining the State's written consent thereto. In any event, the Second Party shall remain primarily liable under the terms, conditions and provisions of this Lease.

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

16. Items (1), (9), (11), (12), (13), (14), (15), and (19) of the attached Standard Specifications are hereby deleted in their entirety prior to the execution of this Lease.

17. The Second Party understands and agrees that if at any time during the term of this Lease the required Certificate of Insurance and the rental payment, as described herein, are not received within thirty (30) days of their due date, the State shall have the right to automatically terminate this Lease and immediately recover possession of the Equipment. The State's lack of enforcement of its right to automatically terminate shall not be construed as a waiver of its right to do so.

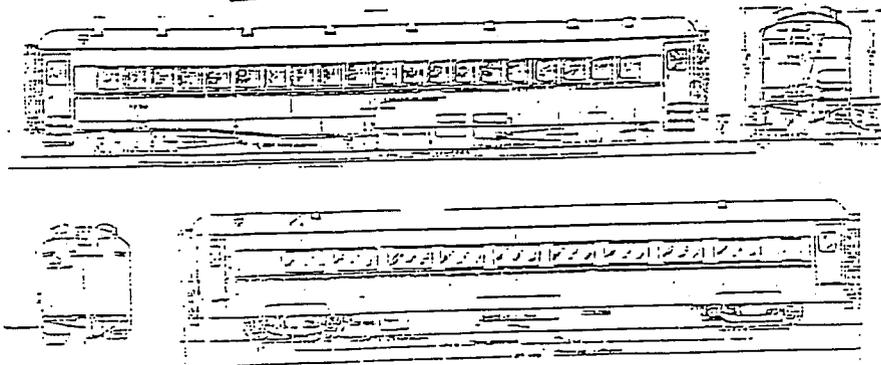
18. The Second Party agrees to pay the State its costs for collecting any rental money that may become due under the terms of this Lease, including, but not limited to, its Attorney's fees and court costs.

19. Parcel of land as referenced in the attached Standard Specifications shall mean the Equipment. _____

SCHEDULE A

<u>Car #</u>	<u>Manufacturer</u>	<u>Year Built</u>	<u>No. of Seats</u>	<u>Remarks</u>
1547	Bethlehem Steel	1927	49	Air Conditioned
2001	Bethlehem Steel	1948	60	Air Conditioned
2012	Bethlehem Steel	1949	57	Air Conditioned
2014	Bethlehem Steel	1949	57	Air Conditioned
2015	Bethlehem Steel	1949	57	Air Conditioned

SCHEDULE B



= Leased to the City of Danbury
#1547, #2001, #2012, #2014 & #2015

SPECIFICATIONS

BUILDER: Bethlehem, Wilmington DATA BUILT: 1927 for
the Reading Company

REBUILDER: Reading Company DATA REBUILT: 1948/49

CLASS: PBT - 2001, 2002. 138,300 lbs.
PBV - 2012, 2014, 2015 138,300 lbs.
PBR - 1547 137,350 lbs.

WEIGHT

CAR BODY: Riveted Steel Sheet

CONTROL TRAINLINE: Standard 27 Pin

BATTERIES: Type SG-25, 32-VDC, 900 AH

LIGHTING: 32 VDC/20KW Spicer drive generator

HEAT: Steam Heat - Vapor Type 955 Regulator 2"
dia. Steam Train Line

AIR CONDITIONING: 2000 series - 7 Ton Safety/Carrier
1500 series - 7 Ton York

TRUCKS: 4 Wheel, General Steel Cast,
2 sets of double coil equalizer
1 set of triple coil booster

BRAKES: UC Double Clasp EBU with Lindstrom Ratchet
Type Handbrakes @ both ends

BEARINGS: 8 inch x 11 inch Timken Roller

WHEELS: 36" Diameter, Type "B"

COUPLER: Sharon Type

TOILET: Microbor, one per car

SEATING: 2001/2002 - 50
2012/2014/2015 - 37
1547 - 49

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

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
James F. Sullivan, Commissioner

Name:

By _____ (Seal)
Harry P. Harris
Bureau Chief
Bureau of Public Transportation

Name:

Date: _____

WITNESSES:

SECOND PARTY
CITY OF DANBURY

Name:

By _____ (Seal)
Gene F. Eriquez
Mayor

Name:

Date: _____

STATE OF CONNECTICUT)
) ss: Newington _____ A.D., 19 _____
COUNTY OF HARTFORD)

Personally appeared for the State, Harry P. Harris, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation, and his free act and deed as Bureau Chief, Bureau of Public Transportation, before me.

My Commission Expires:

Notary Public

STATE OF CONNECTICUT)
) ss: _____ A.D., 19 _____
COUNTY OF)

Personally appeared for the Second Party, Gene F. Eriquez, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the City of Danbury, and his free act and deed as Mayor, before me.

My Commission Expires:

Notary Public

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date: _____

STANDARD RAILROAD LEASE
SPECIFICATIONS & COVENANTS

June 1, 1999

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

- (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 Lease, unless otherwise specified in the Lease.
- (2) The Second Party hereby assumes all taxes, if any, levied or to be levied on said parcel of land for the tax period coincident with the duration of this Lease. A grant-in-lieu of taxes (under Section 12-9a 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 Lease, if such a grant-in-lieu of taxes concerning the said parcel of land is required of the State.
- (3) The Second Party agrees to maintain the said parcel of land in a clean condition, to the satisfaction of the State and to arrange for the orderly use of said parcel of land. 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 said parcel of land or permit unreasonably objectionable smoke, fumes, vapors, or odors to arise above the surface of the said parcel of land and that no accumulation of boxes, barrels, packages, waste paper or other articles shall be permitted in or upon said parcel of land. Ice and snow control of the sidewalks, if any, abutting the said parcel of land shall be the obligation of the Second Party.
- (4) The Second Party agrees that no junk shall be permitted to be stored on the said parcel of land. The term "junk" shall mean old or scrap paper, copper, brass, rope, rags, batteries, papertrash, rubber debris, waste or junked, dismantled, or wrecked automobiles, or parts thereof, iron, steel and other old or scrap ferrous or non-ferrous materials.
- (5) The Second Party shall not sublet or assign the said parcel of land or any part thereof without receipt of prior written approval of the State and the appropriate Federal Regulatory Agency, if required.
- (6) The Second Party shall protect, defend, and hold the State and its officers, agents, or employees completely harmless from and against any and all liabilities, losses, suits, claims, judgements, 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 leased 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 named additional insured party, the following minimum liability insurance policy. 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.

It is further understood and agreed by the parties hereto, that the Second Party 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.

- (7) The Second Party agrees to secure and maintain for the duration of this Lease, 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 said parcel of land 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.
- (a) Insurance providing for a total limit of not less than 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 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.

- (8) The State shall have the right to inspect the said parcel of land 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 an 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 said parcel of land closed to all persons and cleared of all vehicles.
- (9) The Second Party agrees to enhance the aesthetic appearance of said parcel of land 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 parcel of land, 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 on-premises signs, displays, or devices on the said parcel of land, except those signs necessary for the proper control and maintenance of said parcel of land. However, no signs may be erected until written permission is first received from the State.
- (11) The Second Party agrees to surface and grade the said parcel of land 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 Lease, as approved by the State in writing.
- (12) The Second Party agrees to install and maintain at its own expense, fencing or other device suitable to the State, around the said parcel of land, so as to control ingress and egress of vehicles and persons to and from the said parcel of land.
- (13) The Second Party agrees to install and maintain at its own expense, a suitable electrical system for the lighting of said parcel of land if deemed necessary by the State. 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) The Second Party agrees to install and maintain for the duration of this Lease, suitable devices approved by the State for the protection of all piers or pier columns and appurtenances, if any located on the said parcel of land, at no expense to the State.

- (15) The Second Party agrees to install and maintain at its own expense, a suitable drainage system for the purpose of draining surface water from said parcel of land if deemed necessary by the State. Such drainage system on 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 said parcel of land is located, regarding health, nuisance, fire, highways, and sidewalks, so far as the said parcel of land is or may be concerned.
- (17) 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 appropriate Federal Regulatory Agency, if required.
- (18) It is further agreed that at the termination of this Lease for any reason, improvements (including, but not limited to signs, lighting, fences, pier protection devices, paved areas or sidewalks) shall not be removed from said parcel of land, and shall be the property of the State, or at the State's option, the Second Party shall restore the said parcel of land to the same physical condition existing immediately before the execution of this Lease, 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.
- (19) The Second Party shall record this Lease, including any supplements hereto and all renewals thereof, if any, in the land records of the town(s) in which the said parcel of land exists, at no expense to the State, and the recording shall be done immediately upon notification that the fully executed and approved Lease 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 Lease without notice.
- (20) It is further mutually understood and agreed by the parties hereto that this Lease shall not be effective until said Lease 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.

- (21) The Secretary of the State of the State of Connecticut (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 Lease, such appointment to be in effect throughout the life of this Lease including any supplements hereto and all renewals thereof, if any, and six (6) years thereafter, except as otherwise provided by Statute.
- (22) 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, Connecticut Department of Transportation, P.O. Box 317546, Newington, Connecticut, 06131-7546".
- (23) The Second Party, for itself, its representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Land 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 said facilities; (2) in regard to any construction and/or improvements on, over, or under such land 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 subjected to discrimination; (3) the Second Party shall use the land 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 in 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 Lease and to re-enter and repossess said land and the facilities thereof, and hold the same as if said Lease had never been made or issued.
- (24) (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. §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. §§46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§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 he will make good faith efforts to employ

minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(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. §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.

(25) (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 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; (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 result of a 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.

(26) This Lease is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Lease 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 Lease. The parties to this Lease, 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 Lease performance in regard to nondiscrimination, until the Lease is completed or, terminated prior to completion.

The Second Party, as part consideration hereof, agrees that this Lease 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 Lease.

- (27) This Lease is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Lease 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 Lease. The parties to this Lease, 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 Lease performance in regard to listing all employment openings with the Connecticut State Employment Service.
- (28) 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 of this Lease.
- (29) 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 assurance 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.
- (30) 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 DOT-assisted contracts".

(31) 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.

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;
 - (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.
- (32) 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:
 - (1) when the State is to receive such notice -
Commissioner of Transportation
Connecticut Department of Transportation
P. O. Box 317546
Newington, Connecticut 06131-7546;
 - (2) 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.

- (33) It is mutually understood and agreed by the parties hereto that any right of extension of the terms of this Lease 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.
- (34) 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.

(1) 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:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Has not within a three-year period preceding this Agreement been convicted of or had a civil judgement 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;

(c) Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1). (b) of this certification; and

(d) 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.

(2) 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:

(a) 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.

(b) 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.

(35) 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.

- (36) 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.
- (37) "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. § 9601 et seq., the Federal Oil Pollution Act of 1990, 33 U.S.C. § 2701, et seq., the Federal Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq., the Federal Clean Air Act, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the River and Harbors Act of 1899, 33 U.S.C. § 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.

(38) 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.

(39) In addition to Item (6) of these Standard Specifications, 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, cost, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgment, 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.

(40) The Lease, when fully executed by both parties and this "STANDARD RAILROAD LEASE SPECIFICATIONS & COVENANTS", 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 Lease shall be construed as waiving any of the rights of the State under the laws of the 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.

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.

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.

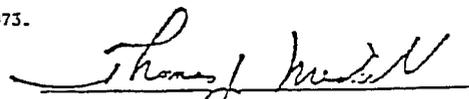
(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting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

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 exclusive 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

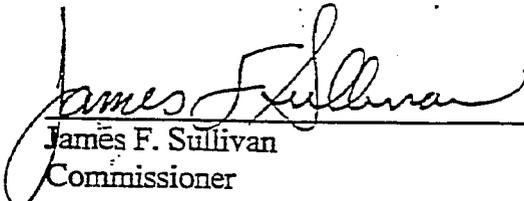
SUBJECT: Code of Ethics Policy

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



STATE OF CONNECTICUT

DEPARTMENT OF REVENUE SERVICES

92 FARMINGTON AVENUE

HARTFORD, CONNECTICUT, 06105

GOVERNMENTAL AGENCY EXEMPTION CERTIFICATE

"I HEREBY CERTIFY: that this agency is exempt pursuant to §12-412(1) of the Connecticut General Statutes, that the tangible personal property described herein which I shall purchase or lease or the service(s) which I shall purchase from:

_____ will be used exclusively by this governmental agency for the purposes for which it is organized and will not be resold. If a sale of meals to this agency is involved, I certify that this agency neither has been nor will be reimbursed in any manner, by donations, sales of tickets or otherwise, by the consumers of the meals for the price of such meals.

Description of property or service(s):

Purchaser State of Connecticut, Department of Transportation
Name of Agency

By _____ Title _____

Address 2800 Berlin Turnpike, P.O. Box 317546
Newington, Connecticut 06131-7546

Dated _____, 19____

at Newington, Connecticut "



10

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

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

March 4, 2000

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

I hereby submit for your confirmation the reappointment of the following individuals to the Commission on Persons with Disabilities with terms to expire March 1, 2003:

Roberto Perez (U)
18 Clearbrook Rd.
Danbury, CT 06811

John Gentile (D)
23 Rose Lane
Danbury, CT 06811

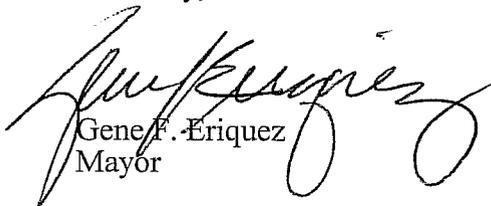
Anthony Vitti (D)
20 Apple Blossom Lane
Danbury, CT 06811

Janet Ross (D)
11 Terra Glen Road
Danbury, CT 06810

Ms Ross, Mr. Vitti, Mr. Perez and Mr. Gentile are active members of the Commission and regularly attend meetings.

Thank you for your consideration of these appointments.

Sincerely,



Gene F. Eriquez
Mayor



CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

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

March 8, 2000

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

I hereby submit for your confirmation the reappointment of the following individuals to the Environmental Impact Commission with terms to expire December 1, 2002:

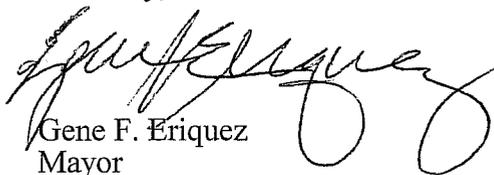
Michael Steinerd (U)
41 Harwood Drive
Danbury, CT 06811

Marcia Kendall (D)
125 Carol Street
Danbury, CT 06811

Ms. Kendall and Mr. Steinerd are active members of the Commission and regularly attend meetings.

Thank you for your consideration of these appointments.

Sincerely,


Gene F. Eriquez
Mayor



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES

COMMISSION ON AGING

12

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

February 18, 2000

Mayor Eriquez and Members of the Common Council:

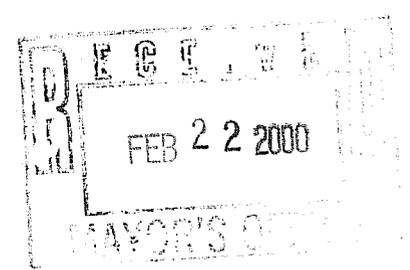
The following donations of \$115.00 have been sent to the Department of Elderly Services for the use of the Danbury Senior Center:

Perritt Laboratories	70.00
Senior Network, Inc.	45.00
<hr/>	
Total:	\$115.00

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

Respectfully,

Leo McClrath



13

February 18, 2000

Mayor Gene F. Eriquez

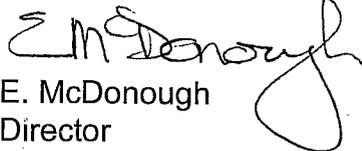
Danbury City Hall

Dear Mayor Eriquez:

We have received a donation from Woman's Club of Danbury-New Fairfield, Inc.; c/o Elizabeth Gemlin, 151 Lake Place South, Danbury 06811 in the amount of \$16.44.

This needs to be credited into BOOKS, line-item 7000.5661. Please place this item on the agenda for the March Common Council meeting.

Sincerely,


E. McDonough
Director

c: D. Setaro - Director of Finance



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

14

Fire Department
19 New Street

Carmen J. Oliver, Chief
(203) 796-1550
Fax (203) 796-1533

DATE: FEBRUARY 16, 2000
TO: MAYOR GENE F. ERIQUEZ &
MEMBERS OF THE COMMON COUNCIL
FROM: CARMEN J. OLIVER, FIRE CHIEF
RE: DONATION

Dear Mayor Eriquez & Members of the Common Council:

I would request the approval of the Common Council to accept a donation of three pallets of shovels and axes from the FCI Danbury. These tools will be used by the Fire and Highway Departments.

If additional information is needed, please contact.

Respectfully yours,

*Carmen J. Oliver
Fire Chief*

CJO/ft

Donation

cc: D.A. Setaro, Jr., Finance Director
E. Crudginton, City Clerk



CITY OF DANBURY

DANBURY, CONNECTICUT 06810
DEPARTMENT OF ELDERLY SERVICES
COMMISSION ON AGING

15

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

February 14, 2000

Mayor Eriquez and Members of the Common Council:

The Department of Elderly Services/ SeniorNet Division wishes to apply for a donation of six new, free IBM computers from the Hamden Division/ IBM, Inc. We have learned of this donation source through the leadership of our SeniorNet program – including several retirees of IBM. These machines would replace six older computers, now housed at the Senior Center.

This proposed grant request does not impact the City of Danbury in any negative way. The computers would be owned outright by the city and be appropriately placed on the city inventory. The total value of these computers is \$5400.00 and the only requirement is that they be used in the SeniorNet program (as long as the same exists.)

SeniorNet has trained 300+ seniors on computers -to date, and has had a most successful first year.

Thank you for your continued support and your anticipated approval of this project.

Leo McIlrath, Director
Department of Elderly Services



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: Dept. of Finance
From: Elderly Services
Re: SeniorNet Fees
Date: 02/14/00

The Department of Elderly Services/ City of Danbury is the recipient of \$100.00 for its "SeniorNet" computer program. A letter requesting approval for this donation will be sent to the Common Council in time for its March meeting.

Respectfully

Leo McIlrath



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

SCHOOL - BASED HEALTH CENTER (SBHC)
DANBURY HIGH SCHOOL
43 CLAPBOARD RIDGE ROAD
DANBURY, CT 06811

(203) 790-2886
(203) 790-2872
FAX (203) 796-1596

DATE: February 22, 2000

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

FROM: Melanie Bonjour, SBHC Coordinator *MB*

THROUGH: William Campbell, Director of Health *WC*

RE: **Acceptance of Scholarship to allow S. M. Levasseur to Attend
CDC Intensive STD Training Course**

I am writing to request your approval of a scholarship which will enable Suzanne Levasseur, SBHC Nurse Practitioner, to attend a "Sexually Transmitted Diseases Intensive Training Course" to be held at the State Laboratory Institute, Boston, Massachusetts, May 22-24, 2000. The training is funded by the Center for Disease Control, STD Prevention Division of the Massachusetts Department of Public Health.

The intent of the training is to offer practitioners working with patients who have sexually transmitted diseases, the knowledge and clinical skills to improve their effectiveness in diagnosing and treating infections and bolster patient compliance through appropriate education.

All travel related expenses will be paid for directly by Ms. Levasseur who will in turn be reimbursed by the Training Institute. Attached is an estimate of travel related expenses. The total cost of attending the three-day conference, including workshop fees, lodging, food, mileage and other incidental expenses, should not exceed \$1,500.

Upon your acceptance of the scholarship and approval for out-of state travel, Ms. Levasseur will proceed with processing the conference registration and confirming travel related arrangements.

Please call me if you should have any questions regarding this request.



Estimated Travel Expense Report

Training: CDC Sexually Transmitted Diseases Intensive Training Course

Location: State Laboratory Institute, Boston, Massachusetts
305 South Street
Room 560
Boston, Massachusetts

Sponsoring Agency: Center for Disease Control, STD Prevention Division,
Massachusetts Department of Public Health

Date: May 22-24, 2000

Training Fee:		\$650
Lodging:	(Holiday Inn – Government Center, Boston MA) \$149.95 per night @ 3 nights	\$450
Mileage:	360 miles round trip x \$.325/mile	\$117
Miscellaneous Fees: (Parking Fees, tolls, etc.)		\$103
Meals:	Approx. \$60.00/day x 3 days	\$180



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES
COMMISSION ON AGING

18

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

February 14, 2000

Mayor Eriquez and Members of the Common Council:

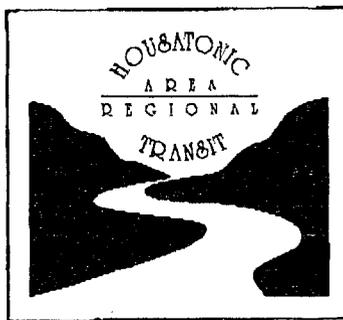
The Department of Elderly Services requests your approval to accept the donation of a used van from HART – the Housatonic Area Regional Transit district. This lift-equipped van, which is in much better condition than the vans currently used at the center, would be at no cost to the city and would replace one of our older vans. It would be housed at the Department of Elderly Services headquarters, at 80 Main Street. The proposed van, if approved, would be owned outright by the city and be appropriately placed on the city inventory.

A copy of the donation letter is enclosed for your perusal.

Thank you for your consideration of this project.

Leo McIlrath, Director
Department of Elderly Services

62 Federal Road
Danbury, CT 06810
Phone (203) 744-4070



www.hartct.org
Fax (203) 744-0764
Email hart@hartct.org

February 8, 2000

Mr. Leo McIlrath
Director of Elderly Services
City of Danbury
80 Main Street
Danbury, CT 06810

Dear Leo:

HART is in possession of a 1994 Dodge/Braun B-350 van, VIN# 2B7KB31Z9RK164201, that we would be pleased to donate to the City Department of Elderly Services. The vehicle is considered surplus due to its age, but is in good condition. The van seats eight passengers and is fully accessible to persons with disabilities. Current mileage on the vehicle is 42,142.

Please let me know if you are interested in this vehicle. I can be reached at 744-4070 x129 if you have any questions.

Sincerely,

Richard Schreiner
Director of Service Development

cc: Eric Bergstrasser, Executive Director



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

19

Fire Department
19 New Street

Carmen J. Oliver, Chief
(203) 796-1550
Fax (203) 796-1533

DATE: FEBRUARY 8, 2000

**TO: MAYOR GENE F. ERIQUEZ &
MEMBERS OF THE COMMON COUNCIL**

FROM: CARMEN J. OLIVER, FIRE CHIEF

RE: CONTRIBUTION

Dear Mayor Eriquez & Members of the Common Council:

Per the attached letter (and check) from A. Peter Damia, I am requesting that the donation of \$25.00 be accepted and put into our Training Courses Account #2010.5320. If additional information is needed, please contact.

Respectfully yours,

*Carmen J. Oliver
Fire Chief*

CJO/ft
Donation

cc: D.A. Setaro, Jr., Finance Director
E. Crudginton, City Clerk

A. PETER DAMIA
BONNIE B. DAMIA

113 CLAPBOARD RIDGE PH. 203-743-3406
DANBURY, CT 06811

51-7223/2211
090088400

2159

DATE 1-29-00

PAY TO THE
ORDER OF

DANBURY FIRE DEPT.

\$ 25.00

Twenty Five and 00/100

DOLLARS

Security features
included.
Details on back.



SAVINGS BANK OF DANBURY

12 Hayestown Avenue
Danbury, Connecticut 06811
(203) 743-9612

MEMO

Bonnie B. Damia

⑆221172238⑆ 090088400⑆

2159

SAFETY PAPER

Danbury Fire Department
19 New Street
Danbury, CT 06811

ATTENTION: Carmen Oliver

Dear Mr. Oliver:

Enclosed please find a contribution to the Danbury Fire Department in appreciation for the prompt and courteous service received from your department.

On Saturday, January 29th, your department responded to a fire alarm called in by our alarm monitoring company. However, there was no fire. A repair was being made to one of our heat sensors.

The response time was excellent and the personnel involved were extremely thorough and polite.

Sincerely,

A. Peter Damia

APD/bbd

Enclosure

RECEIVED
FEB - 2 2000
DIRECTOR'S OFFICE

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

20

February 1, 2000

TO: Gene F. Eriquez, Mayor

FROM: Robert G. Ryerson 
Director, Parks, Recreation & Forestry

RE: Donation – Architectural Services

Enclosed is a letter from Raymond Sullivan of the Sullivan Architectural Group. He is requesting the Common Council's favorable approval to accept the donation of architectural services for improvements to the playing fields at Hatters Park. These improvements are included in the Vision 21 Bond Program.

I recommend acceptance of this very generous donation.

RGR/fl
Enclosure

Jan 26 00 03:17p The Sullivan Group 200 607 710

The
SULLIVAN
Architectural Group

January 26, 2000

Raymond G. Sullivan, A.I.A.
Lewis F. Zurlo, A.I.A.
Peter C. Hart, A.I.A.

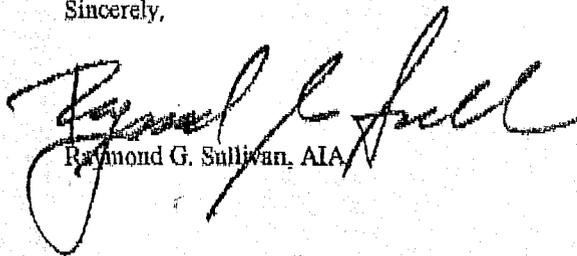
Mr. Robert Guerriera, Vice President, Danbury PAL

Dear Bob:

We are pleased to submit this letter of intent to donate to the Danbury PAL architectural services for the re-construction of the girls' softball fields at Hatters Park. The complex shall include three softball fields, bleachers, fencing and a storage/observation structure. The work will be described in drawing and written specification form, ready to bid. A fee of \$7500.00 for design, drawings and reimbursable expenses would be normal compensation in lieu of our donation of services.

We are happy to be able to provide this assistance to the Danbury PAL. Please call with any questions.

Sincerely,



Raymond G. Sullivan, AIA



21

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

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

March 7, 2000

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

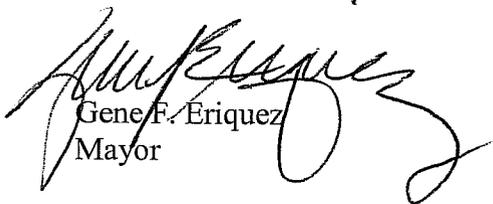
Please accept the attached donation of services rendered by DRC Advertising on behalf of the Danbury Millennium Project and its presentation of the 1st Annual Wild Winter Warm-Up.

DRC Advertising generously offered administrative and production services and materials associated with the promotion and ultimate success of this event.

Please accept this donation with gratitude for the exemplary corporate citizenship displayed by DRC.

Thank you for your consideration of this item.

Sincerely,



Gene F. Enriquez
Mayor

GFE:sr

Attachment

D♦R♦C
ADVERTISING

RECEIVED
FEB 23 2000
INVOICE
MAYOR'S OFFICE

Danbury Mayor's Office
155 Deerhill Avenue
Danbury, CT 06810

Number 3384
Date 02/11/00
Job Number 0-5714
PO# --

Job Name: Wild Winter Warm Up Flyer
Description: PRO BONO SERVICES - DO NOT PAY
Agency Administrative, Production and Material Costs

Description	Amount
Project Management	
Administrative Subtotal:	\$ 248.00 *
	\$ 248.00
Computer Layout Services	
Prepress Service	\$ 756.00 *
Production Subtotal:	\$ 27.00 *
	\$ 783.00
(1) Letter Film Negative	\$ 12.00 *
(2) Letter Color Majestik Prints	\$ 24.00 *
(12) Letter B/W Majestik Prints	\$ 24.00 *
Output Services Subtotal:	\$ 60.00
(1) 9x12 Contact Print	\$ 7.00 *
Photo Services Subtotal:	\$ 7.00
<hr/>	
TOTAL:	\$ 1,098.00

PAYMENT TERMS: PRO BONO

Past due balances are subject to a Finance Charge of 1.5 % per month (18.0 % annual).

tel: 203.743.4611
fax: 203.748.3351

Danbury Executive Tower
Main Street, Suite 203
Danbury, CT 06810



22

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

To: Hon. Gene F. Eriquez via the Common Council
From: Dominic A. Setaro, Jr., Director of Finance
Date: February 23, 2000
Re: **MILLENNIUM PROJECT**

As per previous correspondence regarding the acceptance of donations for the Millennium Project, attached you will find a copy of the following checks representing a donation to the project.

American Red Cross	\$ 25.00
Hispanic Center of Greater Danbury	25.00
Danbury Lodge 1373, Loyal Order of Moose	25.00
Women's Club of Danbury-New Fairfield	25.00
Guy & Deborah Gardiner	25.00
Danbury High School Student Activity Fund	25.00
Lions Club of Danbury	25.00
Chester & Donna Osiecki	25.00
Rotary Club of Danbury, Inc.	25.00
Danbury Fire Fighters Association, Local 801	50.00
Danbury Scott-Fanton Museum & Historical Society	25.00
William J. Noonan	100.00
The Corner Pub, Inc.	100.00
Jacqueline's Restaurant & Bakery	100.00
Kabuki Japanese Steakhouse	100.00
Yesterday's	100.00
E & S. Food Service Corp. (The Sycamore Restaurant)	100.00
Devine Enterprises, Inc. (Two Step's Downtown Grille)	100.00
Ives Restaurant Associates, Inc. (Ciao Café)	100.00
Emerald City Café	100.00
Café on the Green, Inc.	100.00
Pearl Garden Chinese Restaurant	100.00

Should you need any additional information, feel free to give me a call.

Dominic A. Setaro, Jr.

DAS/jgb

American Red Cross
 WESTERN CONNECTICUT CHAPTER
 2 TERRACE PL.
 DANBURY CONNECTICUT 06810

UNION SAVINGS BANK
 BROOKFIELD OFFICE
 200 FEDERAL ROAD
 BROOKFIELD, CT 06804
 51-7224/2211

CHECK NO.

012641

PAY *Twenty-Five Dollars And No Cents**

DATE
 01/20/00

AMOUNT
 *****25.00**

TO THE ORDER OF
 DANBURY MILLENNIUM PROJECT
 OFFICE OF MAYOR
 155 DEER HILL AVE.
 DANBURY CT 06810

[Signature]
 AUTHORIZED SIGNATURE

⑈012641⑈ ⑆221172241⑆ 692 002 188⑈

Hispanic Center of Greater Danbury, Inc.
 87 WEST STREET
 DANBURY, CONNECTICUT 06810

EXPLANATION	AMOUNT
Danb. Millennium Project	25.00

51-7224/2211
 1238

Twenty five and ^{xx}/₁₀₀

DOLLARS

CHECK AMOUNT

TO THE ORDER OF	DESCRIPTION	CHECK NUMBER	\$	CHECK AMOUNT
Danb. Millennium Project	Wild Winter Warm up	1238	\$	25.00

[Signature: Maria Luisa Lowe]

UNION SAVINGS BANK
 BETHEL OFFICE BETHEL, CONNECTICUT 06801

⑈001238⑈ ⑆221172241⑆ 699 006 026⑈

The Chase Manhattan Bank
 Rt. 6 at Payne Road
 Danbury, CT 06810



DANBURY LODGE 1373
 LOYAL ORDER OF MOOSE
 75 BOULEVARD DRIVE
 DANBURY, CT 06810

7861

DATE 1-10-00 51-36678 211

PAY TO THE ORDER OF DANBURY MUSEUM PROJECT

\$ 25.00

Twenty five

fund for stew			
off winter warm			
up			

[Signatures: GOUVERNOR, SECRETARY, TREASURER]

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED

⑈007861⑈ ⑆021100361⑆ 1678001440665⑈

WOMENS CLUB OF DANBURY-NEW FAIRFIELD

1517

51-7224/2211

DATE 1/11/00

PAY TO THE ORDER OF

The Danbury Millennium Project \$25.00
Twenty five Dollars and no/100



UNION SAVINGS BANK
NEW FAIRFIELD OFFICE
24 Route 39 New Fairfield, CT 06812

FOR

Denise M. Candless

⑆221172241⑆ 603 011 788⑈ 1517

HARLAND

GUY G. GARDINER
DEBORAH GARDINER
44 WEDGEWOOD DRIVE
DANBURY, CT 06811-2845

3738

51-110/211
BRANCH 95184

DATE 1-10-2000

PAY TO THE ORDER OF

The Danbury Millennium Project \$25.00
Twenty five and no/100



First Union National Bank
Danbury, Connecticut
R/T 021101108

Performance Banking®

FOR

Danbury Garden Club "Stew Off" Deborah Gardiner

⑆021101108⑆ 10000575524 66⑈ 3738

HARLAND 1998

DANBURY HIGH SCHOOL
STUDENT ACTIVITY FUND

UNION SAVINGS BANK
DANBURY, CT 06811
51-7224/2211

09534

1/10/2000

PAY TO THE ORDER OF The Danbury Millennium Project

\$ **25.00

Twenty-Five and 00/100*****

DOLLARS
Security features included.
Details on back.

The Danbury Millennium Project
Office of the Mayor
155 Deer Hill Avenue
Danbury, CT 06810

John A. Bort
Carol V. Schanze

2/13/00 Stew-Off

MEMO

⑆009534⑆ ⑆221172241⑆ 661 028 510⑈

Lions Club of Danbury
Operating/Convention Acct
PO Box 461
Danbury, CT 06813

First Union Bank
Danbury, CT

51-110 / 211

1042

PAY TO THE
ORDER OF

The Danbury Millennium Proj

Date 1/27/00
\$ 25.00

Twenty five and 00/100

DOLLARS

MEMO

L. P. Meyer

⑆542005259⑆ 8888495017⑈ 1042

CHESTER M. OSIECKI, JR.
DONNA L. OSIECKI
14 EASTVIEW DR, PH. 203-746-5108
NEW FAIRFIELD, CT 06812

51-404/111

3517

Date Jan 10, 2000

Pay to the order of The Danbury Millennium Project

\$ 25.00

Twenty-five and 00/100

Dollars

Security features include: Printed on paper

© EQUIPMENT, INC. • TO REQUESTER 1-800-261-2244 • RAINBOWS

NMBT
ALL THE BANK YOU'LL EVER NEED
CANDLEWOOD OFFICE
100 ROUTE 37
NEW FAIRFIELD, CT 06812-4024

For Polish Club Entry Fee
wild winter warm-up

Chester Osiecki Jr

⑆011104047⑆ 1900880201⑈ 3517

ROTARY CLUB OF DANBURY, INC.

DATE 1-19-00

51-7223/2211

PAY TO THE ORDER OF The Millennium Project
Twenty five and 00/100

\$ 25 -
DOLLARS



SAVINGS BANK OF DANBURY
12 Hayestown Avenue
Danbury, Connecticut 06811
(203) 743-9612

Susan G. Berube

[Signature]

FOR

⑈002039⑈ ⑆221172238⑆ 020003348⑈

Security features included. Details on back.

DANBURY FIRE FIGHTERS ASSOCIATION

LOCAL 801
P.O. BOX 901
DANBURY, CT 06813

51-7224/2211
753017149

3249

DATE 1-21-00

PAY TO THE ORDER OF

Danbury Millennium Project
Fifty Dollars and 00/100

\$ 50 00/100
DOLLARS



UNION SAVINGS BANK
Commerce Plaza Office
71 Newtown Road
Danbury, CT 06810

[Signature]
Lauri Phelps

MEMO 57224 011

⑆22117224⑆ 753 017 149⑈ 3249

SAFETY PAPER

DANBURY SCOTT-FANTON MUSEUM & HISTORICAL SOCIETY, INC.

d/b/a The Danbury Museum & Historical Society
43 Main Street, Danbury, Conn. 06810
Ph. (203)743-5200 Fax. (203)743-1131
Tax Exempt: E4141

UNION SAVINGS BANK
DANBURY, CT 06811
51-7224/2211

2164

1/21/2000

Pay to the Order of

Danbury Millennium Project

\$ **25.00

Twenty-Five and 00/100*****

Office of the Mayor
155 Deer Hill Avenue
Danbury, CT 06810
Attn: Katie Gallagher

TWO SIGNATURES REQUIRED
OVER \$100.00

[Signature]

memo Wild Winter Warm Up Application Fee -

⑈002164⑈ ⑆22117224⑆ 691 000 682⑈

Security features included. Details on back.



WILLIAM J. NOONAN
23 FRANKLIN ST., UNIT 4 PH. 203-778-0870
DANBURY, CT 06810

51-36931
211

N.

310

DATE 2/1/2000

© 1999 CHASE MANHATTAN BANK

Pay to the order of

DANBURY MUSEUM PROJECT

\$ 100⁰⁰/₁₀₀

one hundred and 00/100

DIAMOND Security features included. Details on back.

CHASE The Chase Manhattan Bank
234 Main Street
Danbury, CT 06810

MEMO Will Winterhagen's sponsor

William J. Noonan MP

⑆021100361⑆931000268865⑆ 0310

ANTIQUE

THE CORNER PUB INC.
30 GROVE ST.
RIDGEFIELD, CT 06877
PH. 203-431-3008

51-7253/2211
515001571
DATE 2-4-00

2004

PAY TO THE ORDER OF Danbury Millennium \$ 100.00
One hundred and ⁰⁰/₁₀₀ DOLLARS

Nutmeg Federal Savings & Loan
50 Danbury Road
Ridgefield, CT 06877

Barbara M. Peabody MP

MEMO _____
⑆221172539⑆ 515 001 571⑆ 2004

EXPLANATION	AMOUNT
AD. FOR WILD WINTER WARM-UP	11740

JACQUELINE'S RESTAURANT & BAKERY
138 GREENWOOD AVE.
BETHEL, CT 06801

UNT One Hundred ⁰⁰/₁₀₀

11740
51-36-211
CHECK AMOUNT

DATE	TO THE ORDER OF	GROSS	CHECK NUMBER
1/10	Danbury Millennium Project		11740
	DESCRIPTION		

\$ 100.00

Security features included. Details on back.

THE CHASE MANHATTAN BANK
BETHEL, CT 06801

Jacqueline Gas MP

⑆011740⑆ + ⑆021100361⑆ 5271004805⑆

18951

KABUKI JAPANESE STEAKHOUSE
SAN ENTERPRISES, INC.
P.O. BOX 931
WOODBURY, CT 06798

DATE Feb 4, 2000 51-44/119

PAY TO THE ORDER OF Wild Winter Warm up \$ 100.00
One hundred and ⁰⁰/₁₀₀ DOLLARS

Fleet
21001 Head Office
Hartford, Connecticut 06115

FOR Ad (Donation) Yoko's Hope MP

⑆018951⑆ ⑆011900445⑆ 00069 71931⑆

YESTERDAYS 10-92
39A MILL PLAIN RD.
DANBURY, CT 06811

5983
51-110/211
BRANCH 95188

PAY TO THE ORDER OF Danbury Millennium Project DATE 1/24/00
One Hundred 00/100 \$ 100.00
DOLLARS

FIRST UNION
First Union National Bank
Danbury, Connecticut
R/T 021101108

Ronnie Brown
MP

⑈0000005965⑈ ⑆021101108⑆ 2000018990210⑈

E & S FOOD SERVICE CORP.
D/B/A THE SYCAMORE RESTAURANT
OPERATING ACCOUNT
282 GREENWOOD AVENUE
BETHEL, CT 06801

EXPLANATION	AMOUNT

51-7224/2211
2695
CHECK AMOUNT

One Hundred and 00/100 DOLLARS
DATE 12-00 TO THE ORDER OF The Danbury Millennium Project DESCRIPTION 2695 CHECK NO. \$ 100.00

UNION SAVINGS BANK BETHEL, CT 06801

Paul [Signature]

⑈002695⑈ ⑆22117224⑆ 699 007 715⑈

SECURITY FEATURES: MICRO PRINT BORDERS - COLORED BRICK PATTERN - WATERMARK & CARBON STRIP ON REVERSE SIDE - MISSING FEATURE INDICATES A COPY

DEVINE ENTERPRISES, INC.
D/B/A TWO STEP'S DOWNTOWN GRILLE
5 IVES STREET
DANBURY, CT 06810

UNION SAVINGS BANK
DANBURY, CT 06810
51-7224/2211

6521

PAY TO THE ORDER OF THE DANBURY MILLENEUM PROJECT DATE 1/24/00 AMOUNT \$100.00
One hundred and 00/100

[Signature]
AUTHORIZED SIGNATURE

⑈006521⑈ ⑆22117224⑆ 690 020 606⑈

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

IVES RESTAURANT ASSOCIATES, INC.
 D/B/A CIAO CAFE
 2-B IVES STREET
 DANBURY, CT 06810

UNION SAVINGS BANK
 DANBURY, CT 06810
 51-7224/2211

4651

PAY

One hundred and 00/100

DATE

1/20/00

AMOUNT

\$100.00

TO THE DANBURY MILLENEUM PROJECT
 ORDER
 OF

[Signature]
 AUTHORIZED SIGNATURE

⑈004651⑈ ⑆221172241⑆ 690 020 622⑈

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

06889

EMERALD CITY CAFE
 269 GREENWOOD AVENUE
 BETHEL, CT 06801
 (203) 778-4100

NMBT NEW MILFORD BANK & TRUST
All the bank you'll ever need™
 NEW MILFORD, CT
 51-404/111

1/26'00

PAY TO THE Danbury Millennium Project
 ORDER OF

*****100.00
 \$

One Hundred and 00/100 ***** DOLLARS

Paul Schiavone

MEMO Winter Warm-Up Event

⑈006889⑈ ⑆011104047⑆ 208912 2⑈

SECURITY FEATURES: MICRO PRINT TOP & BOTTOM BORDERS · COLORED PATTERN · ARTIFICIAL WATERMARK ON REVERSE SIDE · MISSING FEATURE INDICATES A COPY

CAFE ON THE GREEN, INC.
 100 AUNT HACK ROAD
 DANBURY, CONNECTICUT 06811

DATE	INVOICE	AMOUNT

51-110/211

7790

PAY *One hundred + 00/100*

CHECK NO.	TO THE ORDER OF	DATE	REFERENCE	CHECK AMOUNT
7790	<i>City of Danbury - Winter Warm Up</i>	1-30-00		100

FIRST UNION FIRST UNION BANK OF CONNECTICUT
 WILTON, CONNECTICUT

Sharon Hyde

⑈007790⑈ ⑆021101108⑆ 20000 251660 24⑈

P

PEARL GARDEN CHINESE RESTAURANT
45 PADANARAM RD. PH. 203-798-1989
DANBURY, CT 06811

1295

2-8-192000

51-110/211

Pay to the order of Danbury Millennium Project \$100.00
One hundred & 00/100 Dollars

Security features included. Details on back.

FIRST UNION BANK OF CONNECTICUT
NORTH ST. SHOPPING CENTER
DANBURY, CT 06811

For _____ *Quat Am Thun* MP

⑆021101108⑆2030244758364⑆ 1295

DESIGNER CHECKS EXECUTIVE MONOGRAM



23

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

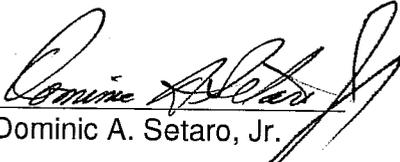
M E M O R A N D U M

DATE: February 23, 2000
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 \$344.00 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	\$244.00
Office Supplies	5002.5601	100.00


Dominic A. Setaro, Jr.

DAS/jgb



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: 02/18/00

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

FROM: Leo McClrath, Director
Elderly Services

RE: Reappropriation of Donated Funds

I hereby request a transfer of funds in the amount of \$344.00 from the Elderly Services donations account to the Commission on Aging budget for the following accounts:

Professional Service Fees – 5002.5311	\$244.00
Office Supplies – 5002.5601	\$100.00

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 McClrath

LM/jg

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



24

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: February 23, 2000
Re: **MARCH 7, 2000 PRIMARY**
CC: Marge Gallo, Jean Natale

CERTIFICATION #19

Per the attached request of Marge Gallo and Jean Natale, Registrars of Voters, I hereby certify the availability of \$16,000 to be transferred from excess State revenues to the following Registrars of Voters accounts:

Part-time Salaries	1060.5040	\$11,310
Outside Services	1060.5334	3,885
Communications	1060.5315	805
Total		<u>\$16,000</u>

State Revenue – State Property in Lieu of Taxes	\$271,554
Less this request	<u>16,000</u>
Balance	\$255,554

Dominic A. Setaro, Jr.

DAS/jgb



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

REGISTRAR OF VOTERS
(203) 797-4550

DATE: February 18, 2000

TO: The Honorable Mayor Eriquez and members of the Common Council

FROM: Marge Gallo/Jean Natale
Registrars of Voters

RE: Request for expenditures for March 7, 2000 Primary

We, the undersigned, respectfully request \$16,000.00 to cover the cost of the March 7, 2000 primary. Our original budget request covered funding for the November 2nd election with a notation that additional funds would be requested if a primary was held.

The breakdown for reimbursement is as follows:

1060.5334...Outside Services	\$ 3,885.00
1060.5040...Part time salaries	11,310.00
1060.5315...Communications	<u>805.00</u>
Total	\$16,000.00

Respectfully submitted,


Margaret Gallo
Registrar of Voters


Jean Natale
Registrar of Voters

Cc: D. Setaro



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 **REVISED**
Date: March 1, 2000
Re: **DAMAGE AT AIRPORT – HURRICAN FLOYD**
CC: Paul Estefan **CERTIFICATION #20**

Per the attached request of Airport Administrator Paul Estefan, I hereby certify the availability of \$11,271 to be transferred from excess State revenues to the following Airport accounts:

Overtime Services	9200.5030	\$ 2,500
Professional Services/Fees	9200.5311	2,771
Maintenance of Airport Field	9200.5511	<u>6,000</u>
Total		\$11,271
State Revenue – State Property in Lieu of Taxes		\$271,554
Less pending request		16,000
Less this request		<u>11,271</u>
Balance		\$244,283

Dominic A. Setaro, Jr.

DAS/jgb



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DANBURY MUNICIPAL AIRPORT
P.O. BOX 2299
DANBURY, CT. 06813-2299

AIRPORT ADMINISTRATOR
PAUL D. ESTEFAN
(203) 797-4624

February 29, 2000

Mayor Gene F. Eriquez
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Dear Mayor;

I am requesting the following monies, which were not re-imbursable by the Federal Emergency Management Agency or our Insurance Company.

Hoyle Tanner & Associates came down in September 1999 to do an analysis of Hurricane Floyd's damage to the Airport. Their report cost us \$2,770.19.

The Airport has received only \$1,000.00, in its budget, for overtime services. To date we have spent the \$1,000.00 and then some. I am requesting an additional \$2,500.00 to complete the winter season.

The Department has spent its entire outside services account on repairs to the runway lights and hazard beacons. I am requesting an additional \$6,000.00 so that I can finish the repairs to Alpha Taxiway Circuit and repair two hazard beacons.

I am requesting a total of \$11,270.19 be added to the airport budget for this fiscal year.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul D. Estefan", written over a horizontal line.

Paul D. Estefan
Airport Administrator

Cc: File/Mayor1



25

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: March 1, 2000
Re: **DAMAGE AT AIRPORT – HURRICAN FLOYD**
CC: Paul Estefan **CERTIFICATION #20**

Per the attached request of Airport Administrator Paul Estefan, I hereby certify the availability of \$11,271 to be transferred from excess State revenues to the following Airport accounts:

Overtime Services	9200.5030	\$ 2,771
Professional Services/Fees	9200.5311	2,500
Maintenance of Airport Field	9200.5511	<u>6,000</u>
Total		\$11,271

State Revenue – State Property in Lieu of Taxes	\$271,554
Less pending request	16,000
Less this request	<u>11,271</u>
Balance	\$244,283

Dominic A. Setaro, Jr.
DAS/jgb



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

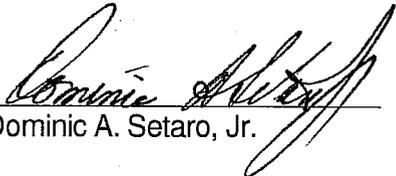
M E M O R A N D U M

To: Hon. Gene F. Eriquez via the Common Council
From: Dominic A. Setaro, Jr., Director of Finance
Date: March 1, 2000
Re: **AIRPORT EQUIPMENT**
CC: Paul Estefan

CERTIFICATION #21

As per the attached request from Airport Administrator Paul Estefan, I hereby certify the availability of \$95,000 to be transferred from excess State revenues to a new Capital line item entitled, "Airport Equipment Replacement".

State Revenue – State Property in Lieu of Taxes	\$271,554
Less pending requests	27,271
Less this request	<u>95,000</u>
Balance	\$149,283



Dominic A. Setaro, Jr.

DAS/jgb



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DANBURY MUNICIPAL AIRPORT
P.O. BOX 2299
DANBURY, CT. 06813-2299

AIRPORT ADMINISTRATOR
PAUL D. ESTEFAN
(203) 797-4624

February 29, 2000

Mayor Gene F. Eriquez
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Dear Mayor;

The 1967 Chevy Dump Truck has been declared, by the Equipment Maintenance Division, as UN-repairable. I am requesting \$95,000.00 to replace this 33-year-old truck here at the airport. We currently need 2 trucks, as a minimum, to plow the airport and we only have one.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul D. Estefan", written over the word "Sincerely,".

Paul D. Estefan
Airport Administrator

Cc: File/mayor



27

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

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

March 7, 2000

Honorable Members of the Common Council
City of Danbury, Connecticut

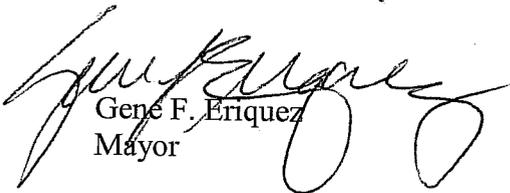
Dear Council Members:

Please be advised that I and staff members recently met with Father Luke Mihaly regarding the parking condition adjacent to the Holy Trinity Orthodox Church. Through the Engineering Department and others, we are exploring the possibility of the temporary use of city-owned land nearby the Church that could be used by parishioners.

As you may be aware, the Church is seeking to sell its property at this location to Western Connecticut State University and construct a new, beautiful church on property they acquired on Joe's Hill Road. Hopefully, a temporary solution to ease the parking condition at their current location can be implemented. I will keep you abreast of this situation.

Thank you for your attention to this matter.

Sincerely,


Gene F. Eriquez
Mayor

Elaine M. Trainor
17 Ernest Road
Brewster, NY 10509
February 9, 2000

Danbury City Hall
Attn: Common Council
155 Deer Hill Avenue
Danbury, CT 06810

Subject: Request for Ad Hoc Committee to Review Parking at Holy Trinity Orthodox Church

Dear Common Council:

I am writing as instructed by your President, John Esposito, to request that an Ad Hoc Committee be established to review parking at Holy Trinity Orthodox Church, located at Eighth and Roberts Avenues in Danbury, Connecticut.

Presently, parking is not permitted at all on Eighth Avenue, and parking on Roberts Avenue is restricted on one side to Sundays and Holidays only. While this restrictive policy may have been necessary in the past, Western Connecticut State University has recently completed the construction of a sizable student parking lot. With ample student parking available elsewhere, I feel it is now necessary to review the parking situation surrounding Holy Trinity.

There are several reasons for my concern, summarized below:

- Our growth potential is severely limited by the restrictive parking policies currently in place. Visitors are unhappy when they can't find adequate parking and do not visit again. Our ability to offer mid-week programs and special events to our members is also restricted by the parking situation.
- We are planning to build a new church in a different location, and are trying to sell the current property. A significant obstacle to selling our property is the lack of parking, which is negatively viewed by potential buyers.

I propose that the Ad Hoc Committee look into the possibility of creating a parking area around Holy Trinity Orthodox Church which would require a special permit or visitor's pass.

I look forward to hearing from you and serving on the committee to review this important issue.

Sincerely,



Elaine M. Trainor
Member, Holy Trinity Orthodox Church
914-279-1044



28

CITY OF DANBURY

DANBURY, CONNECTICUT 06810

Fire Department
19 New Street

Carmen J. Oliver, Chief
(203) 796-1550
Fax (203) 796-1533

DATE: FEBRUARY 23, 2000

TO: GENE F. ERIQUEZ, MAYOR
& COMMON COUNCIL MEMBERS

FROM: CARMEN J. OLIVER, FIRE CHIEF

RE: SPECIAL SERVICE ACCOUNT #2010.5052

CC: DOMINIC A. SETARO, JR., DIRECTOR OF FINANCE

I am requesting \$15,000 be transferred into the Special Services Account #2010.5052 since the unencumbered balance as of February 22, 2000 is \$3,259 and fire watch continues throughout the city.

Due to the cold weather and sprinkler systems freezing throughout the city in January, we need additional funding for the upcoming months.

If further information is needed, please contact.

Carmen J. Oliver, Fire Chief

CJO/ft
SpecialServsTrans

DANBURY PUBLIC SCHOOLS

Administrative Center
63 Beaver Brook Road
Danbury, Connecticut 06810-6211
(203) 797-4701
FAX (203) 790-2875
FAX (203) 830-6560

29

Timothy P. Connors
Superintendent of Schools

March 1, 2000

TO: Mayor Gene Eriquez
Common Council

FROM: Timothy P. Connors

SUBJECT: **SUPPLEMENTAL APPROPRIATION TO SCHOOL OPERATING
BUDGET FROM THE PREMIUM STABILIZATION RESERVE**

As a result of the last audit and due to the establishment of the internal service fund, it is necessary to request a supplemental appropriation from the Common Council for the current year's operating budget in the amount of \$276,000. These revenues are available from the PSR.

We will require \$211,000 for the insurance renewal cost (premium). This renewal amount represents the difference between the anticipated amount budgeted for the current year and the actual renewal amount that was negotiated during the renewal process.

We will also require \$13,000 per month, or \$65,000 in total, for the remainder of this fiscal year from February through June 2000. This amount represents the amount of monthly interest earnings on the insurance reserves that was used to offset a portion of CIGNA's administrative expenses. Now that we are transferring these reserves to the City Finance Department to manage and invest we will no longer have that specific arrangement with CIGNA.

Please consider this as our request to have this matter brought before the Common Council.


Timothy P. Connors

TPC/fm

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
EXTENSION: 3304
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](http://www.chgjlaw.com)
PLEASE RESPOND TO DANBURY OFFICE

*OF COUNSEL

**ALSO ADMITTED IN NEW YORK

***ADMITTED IN PENNSYLVANIA

February 23, 2000

30

VIA HAND DELIVERY

The Honorable Thomas Arconti
President of Common Council
City of Danbury
City Hall
155 Deer Hill Avenue
Danbury, CT 06810

**RE: Phasing of Water and Sewer Application –
Baker Residential L.P. – Lexington Mews**

Dear Mr. Arconti:

Please accept this letter as our request for the Common Council to amend the approval of the Common Council to extend the water and sewer lines for the above premises, which approval took place at the May, 1999 Common Council hearing.

The applicant hereby requests that the installation of the water and sewer lines be phased in accordance with plans to be approved by the City Engineer's Office and the Director of Public Utilities.

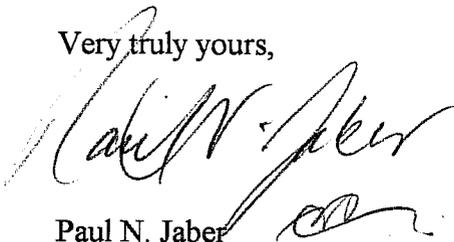
The Honorable Thomas Arconti
President of Common Council

Page 2 of 2

February 23, 2000

Thank you in advance for your cooperation.

Very truly yours,


Paul N. Jaber

PNJ/nd

cc: Mr. John Horton
Baker Residential
485 Washington Avenue
Pleasantville, NY 10570

VIA HAND DELIVERY

Mr. William Buckley
Superintendent
Public Utilities
155 Deer Hill Avenue
Danbury, CT 06810

VIA HAND DELIVERY

Patricia A. Ellsworth
Acting City Engineer
Engineering Department
155 Deer Hill Avenue
Danbury, CT 06810



31

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

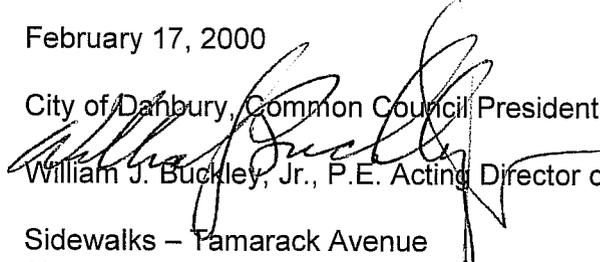
PUBLIC WORKS
(203) 797-4537

ACTING DIRECTOR OF PUBLIC WORKS

M E M O R A N D U M

DATE: February 17, 2000

TO: City of Danbury, Common Council President Thomas Arconti

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

RE: Sidewalks – Tamarack Avenue
(Common Council Item # 20 – February 1, 2000 Meeting)

CC: Mayor Gene F. Eriquez, Patricia Ellsworth, P.E., Frank Cavagna

At your request the Public Works Department of the City of Danbury received the above referenced item. I had Mrs. Patricia Ellsworth, Acting City Engineer, pull out the drawings and provide me with an estimate of the distance involved. Additionally, Mrs. Ellsworth tried to identify areas of steep slopes, property right of way conflicts, and other obstacles. Mr. Frank Cavagna, the Superintendent of Highways, and I drove and walked portions of the site to get an idea as to where a sidewalk might be placed and the problems associated with providing a sidewalk along that length of roadway.

The distance from the corner of Hospital Avenue and Tamarack Avenue measured along Tamarack Avenue, to the traffic light at the intersection of Tamarack Avenue and Hayestown Avenue, is approximately 3,000 feet. Beyond the traffic light, at the intersection of Tamarack Avenue and Hayestown Avenue in both directions, there are sidewalks, likewise, beyond the intersection of Hospital and Tamarack Avenues, in front of the hospital, a sidewalk does exist. There is an existing section of sidewalk along Tamarack Avenue between Dean Street and Virginia Avenue, adjacent to the Gas Light Village Condominium project.

There is no easy way to install a sidewalk along this section of roadway as there are grading, drainage, and other obstacles, not to mention two cemeteries whose property lines seem to extend right out to the road. The road in many places is wider than



it has to be and the double yellow line down its center often favors one side rather than the other, so when we looked at the question as to where a sidewalk might fit, we kept all of these things in mind. Our proposal would be to place a sidewalk along the western side of the roadway. We would put a crosswalk at the traffic light at the intersection of Tamarack Avenue and Hospital Avenue, and likewise we would put a crosswalk, with the required ramps for the handicapped, at the intersection of Hayestown and Tamarack Avenues. The obstacles that we would face would be in the vicinity of the commercial stores on the corner of Tamarack Avenue and Hayestown Avenue. Many of those stores have parking spaces that extend right out to the roadway. It certainly would be a problem to engineer the sidewalk around these situations. However, to keep the sidewalk on that side and not have any intermediate crossing location was in our opinion the best approach. We would also have to locate the sidewalk out into the roadway in the vicinity of the six to eight foot wall adjacent to the cemetery on the west side of the road. While this may seem questionable to you, to us it seems like the best solution because the road cross section at that point is wider than it needs to be and by relocating the double yellow line down the new center, a sidewalk could be placed in that vicinity. This would result in sidewalks being on both side of Tamarack in that area, however, when we looked at keeping the sidewalk on the east side and extending it by the cemetery on the east side, we were very concerned with the location of many of the graves close to the roadway. We just did not think that we could get the sidewalk in on the east side by the cemetery. Again, to propose a crosswalk in the sidewalk in the vicinity of Virginia Avenue to bring the sidewalk over to the west side did not seem to be prudent as we would not want to have people crossing in that area because of the minimal site distance around the curve in the road.

In our attempts to provide you with an estimate, we assumed 3,000 feet of sidewalk, five feet wide, and we estimated the cost of that to be \$10.00 per square foot. This would result in \$150,000 of newly installed sidewalks. Our concern, however, was that this is not the ideal location to put a sidewalk and would require us to acquire property rights and reconstruct a portion of the roadway in the vicinity of the sidewalk between Virginia Avenue and Dean Street. It is our feeling that these additional costs could easily result in the construction project costing us and additional \$10.00 a square foot. This additional \$10.00 would be used for right of way acquisition and the controlling of drainage. If you look at the existing sidewalk, you can see it is covered with ice as a result of little or no drainage considerations being given to its original installation. We also considered that we will need to acquire State Department of Transportation approvals for the section of proposed sidewalk underneath I-84.

In summary, sidewalks could be installed along this section of roadway; however, we estimate the cost of that installation to be in the neighborhood of \$300,000. We did observe walking paths through the cemetery as well as in front of the Motor Vehicle Department. Additionally, on the west side of the road, we observed people walking above the stone retaining wall on cemetery property. If you have any additional questions regarding this report, please do not hesitate to contact me, and as always, I would be more than happy to meet with you to discuss this in further detail.

COMMON COUNCIL - CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER/WATER

32

Sewer

Water

Name of Applicant: Armando DaCunha

Address: 213 White St,
Danbury, Ct. 06810

Telephone: 203-792-4551

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

Located at: lot 50 Huckleberry Lane

Assessors's Lot No. E17021

Zone: RA-40

Intended Use: Retail Single Family Residential
Office Multiple Family Development
Mixed Use
Industrial

Number of Efficiency Units

Number of 1 Bedroom Units

Number of 2 Bedroom Units

Number of 3 Bedroom Units

Total Number of Units

Armando DaCunha
SIGNATURE

2-18-00
DATE

February 28, 2000

Common Council
155 Deerhill Avenue
Danbury, CT 06810

To whom it may concern:

I am writing to request that street numbers be assigned to Hull Road in Danbury. There are several houses that reside on Hull Road, none of which have a street number. It is extremely important to have assigned numbers both for 911 purposes and for delivery service. Almost all delivery companies have a difficult time finding the correct address.

I appreciate your review of this request. Please inform me if this can be accomplished.

Sincerely,

A handwritten signature in cursive script that reads "Kristi Hawthorne". The signature is written in black ink and is positioned above the printed name.

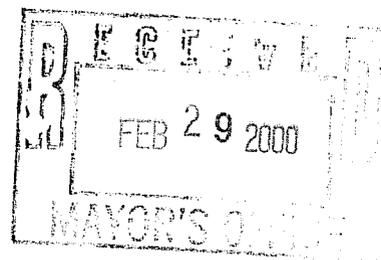
Kristi Hawthorne



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

February 29, 2000

34

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

Dear Mayor Eriquez and Common Council Members:

Lexington Mews – Old Brookfield Road
Sanitary Sewer and Water Main Extensions

This letter is confirming that the Engineering Department and Public Utilities Department of the City of Danbury agree to accept the sanitary sewer and water main extensions within Lexington Mews 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 February 23, 2000 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.





35

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

HEALTH AND HOUSING DEPARTMENT
155 DEER HILL AVENUE
The Honorable Mayor Gene Eriquez
Danbury Common Council
155 Deer Hill Avenue
Danbury, Connecticut

February 17, 2000

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

Dear Mayor Eriquez and Members of the Common Council:

As your requested, I have reviewed the petition of Roderick and Alexandra Edwards that the City declare the property at 7 Bridle Ridge Road, that is currently designated as "open space", as surplus, and consider the sale of this property to them for building a single family home.

I strongly recommend against this petition for the following reasons:

- The application that was submitted to the planning Commission and the Environmental Impact Commission for the development of the Huntington Farms subdivision was submitted with the open space designation. These Commissions evaluated this proposal and eventually approved it, based upon the premise that this lot would remain undeveloped. Allowing the removal of this lot as an open space parcel would undermine the decision of these Commissions, to the extent that keeping some area as open space weighed in on their deliberation process.
- The lot in question is predominately wetland. There is no assurance that the petitioner would get approval from the Environmental Impact Commission to build a house on this property. If the City were to declare this as surplus and sell the lot to them and if the application to EIC were denied, this may be grounds for a legal action by the applicant that the City engaged in a "taking" of the value of the property.
- As expressed by the letter from Pat Ellsworth, the property abuts Margerie Reservoir, and provides an important environmental buffer to this water supply. There is also value of this land to remain as an open space buffer to the wetlands on the site.
- In general, it is a potentially dangerous precedent to relinquish our stock of open spaces. I would highly recommend that you send this application to the City Conservation Commission for their review and recommendation.

Please let me know if you have any questions pertaining to these comments.

Respectfully Yours,

Jack Kozuchowski

Coordinator of Environmental
& Occupational Health Services

cc: Pat Ellsworth, Acting City Engineer
Bill Buckley, acting Director of Public Works





9-5077
Feb

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

February 3, 2000

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
Bridle Ridge Road

At the February 1, 2000 Common Council meeting, the January 24, 2000 request by Roderick Edwards and Alexandra Edwards that the City declare land at 7 Bridle Ridge Road surplus and consider selling the lot to them was forwarded to me for a thirty day report (reference Item 19 of the meeting minutes).

The parcel of land at 7 Bridle Ridge Road is Tax Assessor's Lot No. F05070. The parcel is shown crosshatched on the enclosed copy of a section of the Tax Assessor's map.

When the Huntington Farms Subdivision was approved by the Planning Commission, the lot in question (Tax Assessor's Lot No. F05070) was designated "Open Space" and "to be deeded to the City of Danbury". A copy showing sections of the approved subdivision map is attached for your reference.

At the time this subdivision was approved, it was specifically requested that the open space parcel be deeded to the City instead of being owned by a homeowners association because it abutted City owned land around the Margerie Reservoir and because it was on the Margerie Reservoir watershed.

Therefore, it is the recommendation of the Public Works Department that this land remain City property for protection of the Margerie Reservoir watershed.

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.
Eric L. Gottschalk, with encl.
Jack Kozuchowski, with encl.



Feb 19



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

February 9, 2000

PLEASE REPLY TO:

DANBURY, CT 06810

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

RE: February Council Agenda Item #19
Request to purchase 7 Bridle Ridge Road

Dear Mayor and Council Members:

The above referenced item was referred to the City Engineer and the Director of Environmental Services as well as to this office for reports. I have just received a copy of Mrs. Ellsworth's response to you. As she indicated, this property was carved out of the Huntington Farms subdivision and dedicated for use as open space with the further condition that it be conveyed to the City of Danbury. In addition to the concerns expressed by Mrs. Ellsworth, it is my opinion that the action of the Planning Commission approving the subdivision would prevent the use of the property as a building lot even if the Council decided to sell it. Under such circumstances I do not believe that the petitioners would be inclined to buy.

If you have any additional questions, please contact me.

Sincerely,

Eric L. Gottschalk
Corporation Counsel

ELG/msm



F05071
TC 8125

F05065
TC 8125

F05066
TC 8125

F05070
TC 8125

G05001

MARGERIE
RESERVOIR

F04067
TC 8125
6.77 AC

F05069
TC 8125

F05068
TC 8125

F05067
TC 8125

"7 BRIDLE RIDGE RD.
CITY OF DANBURY

CITY OF DANBURY

F05027

F05074
TC 8125

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F05082
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.61 AC "C"

F05076
TC 8152

F05026

F05029
TC 8807
.49 ACRE

F05030

F05024
TC 3097

F05025
TC 3097

TC 2208

MAP



PLANNING COMMISSION
 CITY OF DANBURY, CONN.
FINAL APPROVAL

HUNTINGTON FARMS

FINAL PLAN
 BARNUM ROAD

REPORT

November 4, 1999

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

Re: **Water Run-off Problem on Great Plain Road**

The Common Council Committee appointed to review the water run-off problem on Great Plain Road met on October 19, 1999 at 7:45 P.M. in Room 432 in City Hall. In attendance were committee members Arconti, Smith and Basso. Also in attendance were Superintendent of Public Utilities William Buckley, the petitioner, Gary Renz and Council Member Dean Esposito, ex-officio.

Mr. Renz gave a history of the run-off problem. Up until 1980 everything was fine until the property next to him was developed. The individual who bought the property decided to fill it in. Water backs up and leaches down over and under the ground. Mr. Buckley pointed out the property and where the problem occurs on a map. Mr. Buckley explained why and how the problem occurs.

Mr. Buckley suggested that the solution to the problem might be to offer the neighbors 70 feet of pipe and let them install it. However, this raises the question as to whether the City should be putting pipe on private property. Mrs. Basso suggested that Mr. Buckley be given the opportunity to offer the pipe to the neighbor. Mr. Renz said that he would be willing to work with the neighbor to install the pipe. Mr. Buckley said that he would like a description of how they plan to install it. Mr. Buckley also stated that there are many more of these problems occurring throughout the City and a solution to them should be looked into.

Mrs. Smith made a motion that the City provide up to \$1,000 worth of pipe and materials to the petitioner for the sole purpose of connecting the drain to the brook, contingent upon agreement of the neighbors. Seconded by Mrs. Basso and passed unanimously.

Respectfully submitted,

THOMAS ARCONTI, Chairman

MARY SMITH

PAULINE BASSO



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 7, 2000

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

Re: Parking of Commercial Vehicles in Residential Zones

The Common Council Committee appointed to review parking of commercial vehicles in residential zones met at 7:30 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Gallagher and Martin Moore. Connie Shuler was absent. Also in attendance were Assistant Corporation Counsel Les Pinter, Zoning Enforcement Officer Wayne Skelly, Mitch Weston from the Police Department and Council Members Arconti, Smith, Furtado, Basso, Scalzo, and Levy, ex-officio and Lynn Waller.

Mr. Gallagher stated that the charge of the committee was to address the concern of parking of commercial vehicles in residential zones and to have the Corporation Counsel prepare proposed ordinance. Mr. Gallagher asked for input from Mr. Weston who said that the Chief of Police had reviewed the proposed ordinance and had no problem with it. Mr. Gallagher then asked for input from Mr. Skelly who stated that zoning controls property lines and this would not work as a zoning regulation.

Discussion centered on how the ordinance was prepared; who determined the hours; would City vehicles be impacted; enforcement; safety issues and whether penalties should be included in the ordinance. Mr. Gallagher stated that all these points are valid and the committee should proceed to a public hearing so all points can be heard.

Mr. Moore made a motion to pass the proposed ordinance to the Common Council as a committee of the whole and then on to a public hearing. Seconded by Mr. Gallagher. Motion carried unanimously.

Respectfully submitted,

MATTHEW GALLAGHER, Chair

CONNIE SHULER

MARTIN MOORE



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

THAT the Code of Ordinances of Danbury, Connecticut is hereby amended by adding a section, to be numbered Sec. 19-34.1 which section shall read as follows:

Sec. 19-34.1 PARKING OF COMMERCIAL VEHICLES IN RESIDENTIAL ZONES

- (a) It shall be unlawful for any person to park or leave standing, commercial vehicles, whether occupied or not, on any street or portion thereof in a residential zone, between the hours of 9:00PM and 6:00AM.
- (b) Commercial vehicles shall include those over three-fourths ton capacity or over ten thousand pounds gross combination weight, whichever is less. Excluded are station wagons, compact type bus vehicles and pick-up trucks used for private transportation.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 7, 2000

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

Re: Noise Ordinance

The Common Council met as a Committee of the Whole on February 28, 2000 in the Common Council Chambers in City Hall immediately following a public hearing.

Assistant Corporation Counsel Les Pinter gave a review of the changes to the existing ordinance. Mr. Gogliettino made a motion to adopt the changes to ordinance 12-14. Seconded by Mr. Levy.

Discussion followed with regard to exemptions to the ordinance, fines, measuring equipment, truck idling, animal noises, and permits for events held in City parks. Mrs. Saracino requested that the committee of the whole be called to address regulation of uses for City parks.

Motion passed with Martin Moore and Mary Saracino voting in the negative.

Respectfully submitted,

THOMAS J. ARCONTI, Chairman

COPY SHOWING DELETIONS AND NEW LANGUAGE

Sec. 12-14. Regulation of Noise.

(a) Statement of Purpose. The purpose of this section is to carry out and effectuate the public policy of the State of Connecticut, the Federal Government and the City of Danbury concerning the regulation of those activities causing measurably excessive noise and noise disturbance within the city limits of the City of Danbury. A second purpose is to protect the safety, health and general welfare of all its citizens as the people have a right to and should be ensured an environment free from excessive noise which may jeopardize their general welfare and quality of life.

(b) Enforcement. In recognition of the rights of free peoples to perform their daily activities without undue governmental interference, enforcement of this section shall be in accordance with specified guidelines indicated and delineated in paragraph (e) herein.

(c) Definitions. The following definitions shall apply in the interpretation and enforcement of this section:

(1) Residential zone. Single family residence zones and multifamily residence zones, as defined by the zoning regulations of the City of Danbury, and all uses associated therewith, either permitted as of right or as specially excepted uses.

(2) Commercial zone. General commercial zones, light commercial zones, neighborhood commercial zones, all as defined in the zoning regulations of the City of Danbury, and all uses associated therewith, either permitted as of right or as specially excepted uses.

(3) Impulse noise. Sound of short duration, usually less than one (1) second, with an abrupt onset and rapid decay.

~~(4)~~(3) Industrial zone. Industrial district, as defined by the zoning regulations of the City of Danbury.

~~(5)~~(4) All other zones not included within subsections (1), (2) and (3) above

~~(6)~~(5) Daytime hours. Hours between ~~8:00~~ 6:30 a.m. and ~~8:00~~ 4:00 p.m., Monday through Saturday, and the hours ~~10:00~~ 9:00 a.m. through ~~8:00~~ 4:00 p.m. on Sundays and holidays.

~~(7)~~(6) Nighttime hours. The hours between ~~8:00~~ 4:00 p.m. and ~~8:00~~ 6:30 a.m., Sunday evening through Saturday morning, except that "night" shall mean the hours between ~~8:00~~ 4:00 p.m. Saturday and ~~10:00~~ 9:00 a.m. on Sunday and holidays.

~~(8)~~(7) Decibel. A logarithmic unit of measurement used in measuring magnitudes of sound. The symbol is dB.

~~(9)~~(8) Motor vehicle. Defined as per section 14-1(30) of the Connecticut General Statutes.

~~(10)~~(9) Noise. Any excessive noise or noise disturbance, the intensity of which exceeds the standards set forth in paragraph (e) of this section.

~~(11)~~(10) Person. Any individual, firm, partnership, association, syndicate, company, trust, corporation, agency or administrative subdivision of the state or other legal entity of any kind.

~~_____ All noise level measurements shall be exact and shall be measured at the time the noise in question is being emitted. All measurements shall be reported and filed with the Danbury Police Department.~~

(5) The general steps listed below shall be followed when preparing to take sound level measurements:

(a) The instrument manufacturer's specific instructions for the preparation and use of the instrument shall be followed.

(b) The sound level meter shall be calibrated before and after each set of measurements.

(c) When measurements are taken out of doors, a wind screen shall be placed over the microphone of the sound level meter as per the manufacturer's instructions.

(d) The sound level meter shall be placed at an angle to the sound source as specified by the manufacturer's instructions at least four (4) feet above the ground. It shall also be so placed as not to be interfered with by individuals conducting the measurements.

(e) Measurements shall be taken at a point that is located about one (1) foot beyond the boundary of the emitter's premises within the receptor's premises. The emitter's premises includes his/her individual unit of land or ground of contiguous parcels under the same ownership, as indicated by public land records.

(6) Noise Levels. It shall be unlawful for any person to emit or cause to be emitted any noise beyond the boundaries of his / her premises in excess of the noise levels established in these regulations.

<u>Receptor's Zone</u>		
<u>Zone</u>	<u>Noise Level</u>	<u>dBA</u>
<u>Residential</u>	<u>Daytime hours</u>	<u>55 dBA</u>
	<u>Nighttime</u>	<u>45 dBA</u>
<u>Commercial</u>	<u>Daytime hours</u>	<u>66 dBA</u>
	<u>Nighttime</u>	<u>62 dBA</u>
<u>Industrial</u>	<u>Daytime hours</u>	<u>70 dBA</u>
	<u>Nighttime</u>	<u>62 dBA</u>

(7) No person shall cause or allow the emission of impulse noise in excess of eighty (80) decibels peak sound pressure level during the nighttime to any residential noise zone. No person shall cause or allow the emission of impulse noise in excess of one hundred (100) decibels peak sound pressure level at any time in any zone.

(f) Exclusions. Maximum noise levels established pursuant to paragraph (e) hereof shall not apply to any noise emitted by or related to:

(1) Natural phenomenon.

(2) Any bell or chime from any building clock, school or church.

~~(12)~~(11)Premises. Any building, structure, land or portion thereof, including all appurtenances, and shall include yards, lots, courts, inner yards and real properties without buildings or improvements owned or controlled by a person.

(13) Property line. That real or imaginary line along the ground surface and its vertical extension which separates real property owned or controlled by any person from contiguous real property owned or controlled by another person, and separates real property from the public right of way.

~~(14)~~(12)Sound. A transmission of energy through solid, liquid or gaseous media in the form of vibrations which constitute alterations in pressure or position of the particles in the medium and which in air evoke physiological sensations, including, but not limited to, an auditory response when impinging on the ear.

~~(15)~~(13)Sound level meter. An instrument to take sound level measurements and which should conform, as a minimum, to the operational specifications of the American National Standards Institute for sound level meters.

~~(16)~~(14)Domestic power equipment. Equipment including, but not limited to, power saws, drills, grinders, lawn and garden tools and other domestic power equipment intended for use in residential areas by a homeowner.

~~(17)~~(15)Construction. Any site preparation, assembly, erection, substantial repair, alteration, or similar action, but excluding demolition, for or of private rights of way, structures, utilities or similar property.

~~(18)~~(16)Emergency work. Any work made necessary to restore property to a safe condition following an emergency, or work required to protect persons or property from exposure to imminent danger.

~~(19)~~(17)Muffler. A device for abating sounds such as escaping gases.

The following acts are specifically prohibited under this paragraph (d):

(d) General prohibition. It shall be unlawful for any person within the City of Danbury to make, continue or cause to be made or continued any loud, unnecessary, unusual or excessive noise, or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the limits of the city as outlined in paragraph (e) herein. The following are acts which are **specifically** prohibited under this paragraph (d):

(1) Truck idling. No person shall operate an engine or any standing motor vehicle with a weight in excess of ten thousand (10,000) pounds, manufacturer's gross vehicle weight (GVW), for a period in excess of ten (10) minutes when such vehicle is parked on a residential premise or on a city street next to a residential premise.

~~———— (1) ——— Blowing horns or whistles or other such devices.~~

~~———— (2) ——— Playing radios, phonographs or other sound systems from which sound emission is cast upon the public streets or parks of the city.~~

~~———— (3) ——— Excessive and measurably loud shouting, singing or other vocal noises.~~

~~———— (4) ——— The keeping of any animal or bird shut up or tied up in any yard, enclosure, stable or other place within the city which, by frequently repeated barking, howling, crying or singing, causes frequent or long continued excessive noise.~~

(3) Any siren, whistle or bell lawfully used by emergency vehicles or any other alarm system used in an emergency situation; provided, however, that burglar alarms not terminating within thirty (30) minutes after being activated shall be unlawful and shall not be excluded hereunder.

(4) Warning devices required by OSHA or other state or federal safety regulations.

(g) Exemptions. The following noises shall be exempt from these regulations subject to special conditions as spelled out:

(1) Noise created as a result of an emergency.

(2) Noise from domestic power equipment such as, but not limited to, power saws, sanders, grinders, lawn and garden tools or similar devices operated during daytime hours.

(3) Noise from snow removal equipment or other equipment or activities specifically licensed or under permit from the City of Danbury, including, but not limited to, parades, sporting events, concerts and fireworks displays.

(4) Any activity undertaken by the city in a governmental capacity.

(5) Noise generated by construction equipment during daytime hours, **it being the express intention of this provision to prohibit the use of construction equipment and machinery before the hour of 7:00 a.m. on Monday through Friday, 8:00 a.m. Saturday and 10:00 a.m. on Sunday.**

(6) Noise created by any aircraft flight operations.

(7) Activities conducted by the State of Connecticut or by the government of the United States.

(h) Penalties. Any persons in violation of any of the provisions of this section should be fined in the amount not to exceed twenty five dollars (\$25.00). Each day such violation continues after the time for correction of the violation has been given in an order shall constitute a separate violation. Notification of violation shall be given at the time of the occurrence of the noise or shortly thereafter in the form of a written notice of violation.

(i) Variance and contracts.

(1) Variances: Any person living or doing business in the City of Danbury may apply to the common council for a variance from one or more of the provisions of this section.

(2) Contracts: Any written agreement, purchase order or contract whereby the City of Danbury is committed to an expenditure of funds in return for work, labor services, supplies, equipment, materials or a combination thereof shall contain provisions to the effect that any equipment or activity which is subject to the provisions of this section will be operated, conducted, constructed or manufactured in accordance with the provisions of this section.

(j) Effect of these provisions. All provisions of the zoning regulations of the City of Danbury which are more stringent than those set forth herein shall remain in full force and effect and shall prevail over inconsistent provisions hereof.

Note: New language is indicated by **BOLD COMBINED WITH UNDERLINING**.

Deleted language is indicated by **~~STRIKETHROUGH~~**.

~~(2)(5)~~ Discharging or exhaust from steam, gasoline or other engine without muffler device.

~~(3)(6)~~ Construction, **demolition**, building operations and or excavation not excepted within the provisions for emergency or other municipal or governmental construction project or **excluded in subsection (g) hereof.**

~~(4)(7)~~ **Excessive** motor vehicle and motorcycle noise, including ~~and limited to~~ horns, discharge of exhaust and noise caused by ~~excessive or~~ reckless driving. All motor vehicles and motorcycles operated within the limits of the city shall, in addition, be subject to the noise standards and decibel levels set forth in the regulations authorized in Section 14-80a of the Connecticut General Statutes.

~~(5)(8)~~ The creation within the city of any excessive noise in the vicinity of any school, institution of learning, church, court, hospital or nursing home while the same is in use which unreasonably interferes with the workings of such institution or which disturbs or unduly annoys patients in the hospital, provided conspicuous signs are displayed at or near such building indicating that the same is a school, institution of learning, church, court, hospital or nursing home. The noise standards relating to this item are set forth in paragraph (e) herein.

~~(6)(9)~~ The construction (including excavation), ~~demolition, alteration or repair of any building within the city, other than during daytime hours as defined in paragraph (c).~~

(e) Noise level measurement procedures and methods. For the purpose of determining noise levels as set forth in this section, the following guidelines shall be applicable:

(1) The Danbury Police Department, as directed by the chief of police, shall enforce the provisions of this section pertaining to the measurement of noise levels and the issuance of notices of violation.

(2) Police personnel designated by the chief of police shall be trained in current sound measurement techniques and principles of sound measuring equipment and instrumentation.

(3) Instruments used to determine sound level measurements shall conform to guidelines for sound level meters as defined and described in paragraph (c) of this section.

(4) The instrument manufacturer's specific instructions for the preparation and use of the instruments shall be followed.

~~(5)~~ The following guidelines shall be used to determine and establish appropriate noise levels beyond the boundaries of his, her or its premises:

Zone	Noise Level	dBA
Residential	Daytime hours	65
	Nighttime	55
Commercial	Daytime hours	75
	Nighttime	75
Industrial	Daytime hours	85
	Nighttime	85

COPY SHOWING DELETIONS AND NEW LANGUAGE

THAT Paragraph (1) of Subsection (b) of Section 19B-6 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

Sec. 19B-6. District organization and operations.

(b) Board of commissioners:

(1) The board of commissioners shall have twelve (12) regular members and ~~two (2)~~ FOUR (4) ex officio members. The commissioners shall be elected at large from the entire district and may include members who are property owners, lessors of property, lessees of property and any employee(s) of the aforesaid categories. A majority of commissioners must at all times be property owners within the district. The board of commissioners is hereby empowered to fill any vacancies which occur on the board of commissioners. The ~~two (2)~~ FOUR (4) ex officio members will be the mayor and the planning director, OR THEIR DESIGNEES, A MEMBER OF THE DANBURY PARKING AUTHORITY SELECTED BY THE AUTHORITY AND A MEMBER OF THE COMMUNITY SERVICES DIVISION OF THE DANBURY POLICE DEPARTMENT SELECTED BY THE POLICE CHIEF.

Note: New language is indicated by CAPITALIZATION COMBINED WITH UNDERLINING except that capitalization is not utilized for the letters in parentheses which indicate subsections.

Deleted language is indicated by ~~strikeout~~.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 7, 2000

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

Re: **Downtown Tax District – District Organization and Operations**

The Common Council met as a committee of the whole on February 28, 2000 in the Common Council Chambers in City Hall immediately following a public hearing.

Mr. Levy made a motion to adopted the ordinance. Seconded by Mr. Scalzo. Motion carried unanimously.

Respectfully submitted,

THOMAS ARCONTI, Chairman



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

March 7, 2000

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

THAT Paragraph (1) of Subsection (b) of Section 19B-6 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

Sec. 19B-6. District organization and operations.

(b) Board of commissioners:

(1) The board of commissioners shall have twelve (12) regular members and four (4) ex officio members. The commissioners shall be elected at large from the entire district and may include members who are property owners, lessors of property, lessees of property and any employee(s) of the aforesaid categories. A majority of commissioners must at all times be property owners within the district. The board of commissioners is hereby empowered to fill any vacancies which occur on the board of commissioners. The four (4) ex officio members will be the mayor and the planning director, or their designees, a member of the Danbury Parking Authority selected by the Authority and a member of the Community Services Division of the Danbury Police Department selected by the police chief.

EFFECTIVE DATE: This Ordinance shall take effect thirty (30) 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 - March 7, 2000
Approved by Mayor Gene F. Enriquez - March 9, 2000

ATTEST: Jimmetta L. Samaha
JIMMETTA L. SAMAHA
Assistant City Clerk



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 7, 2000

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

Re: **Arc Ice Rink Project**

The Common Council met as a Committee of the Whole on February 28, 2000 in the Common Council Chambers in City Hall.

Mayor Eriquez gave a chronological accounting of the project. On October 7, 1999 Arc asked for an extension of January 18, 2000. Arc procured Jerry Zucker who owns 26% of Arc and is actively involved in Arc business. Mr. Zucker has made an offer which will be addressed by Arc tomorrow.

Discussion followed regarding safety of the building, escrow account balances, engineering studies and liens on the property.

Mr. Scalzo made a motion to adjourn at 9:15 P.M.

Respectfully submitted,

THOMAS J. ARCONTI, Chairman



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 7, 2000

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

Re: Change of Name from Pickett Ridge Road to George Hull Hill Road

The Common Council met as a committee of the whole on February 28, 2000 in the Common Council Chambers in City Hall immediately following a public hearing.

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

Respectfully submitted,

THOMAS ARCONTI, Chairman



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

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REPORT

December 7, 1999

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

Re: Change of Name from Pickett Ridge Road to George Hull Hill Road

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.

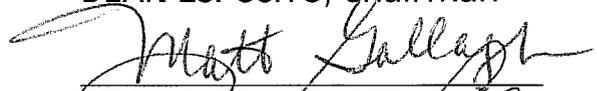
Dean Esposito stated that this request was made by Police Chief Robert Paquette because the road currently has two names. The new computer system at the Police Department cannot handle the two names now in effect. The Chief feels that the name should be changed for safety purposes. The Director of Planning 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.

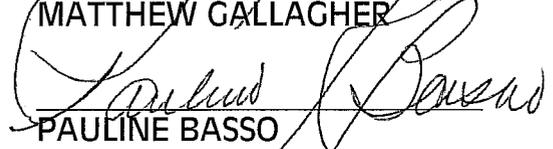
Mrs. Basso made a motion to change the name of Pickett Ridge Road to George Hull Hill Road. Seconded by Dean Esposito. Motion carried unanimously.

Respectfully submitted,

DEAN ESPOSITO, Chairman

A handwritten signature in cursive script that reads "Matt Gallagher".

MATTHEW GALLAGHER

A handwritten signature in cursive script that reads "Pauline Basso".

PAULINE BASSO

CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT				
BERNARD GEORGE M		2 Above Street	5 Well	3 Unpaved		Description		Code	Appraised Value	Assessed Value
BOX 12 W REDDING, CT 06896-0012			6 Septic			RES.		100	91,800	64,300
						RES.		100	184,200	128,900
SUPPLEMENTAL DATA										
Account #		X		VIDEO	X					
TC MAP		Y 1,500		REVIEW	R					
TC LOT		2105								
GIS ID:										
						Total		276,000	193,200	

6034
DANBURY, CT

VISION

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)								
BERNARD GEORGE M		0634/0010	12/28/1979			0		Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
								1999	100	64,300						
								1999	100	128,900						
								Total:		193,200	Total:		249,300	Total:		249,300

EXEMPTIONS			OTHER ASSESSMENTS				
Year	Type/Description	Amount	Code	Description	Number	Amount	Comm. Int.
Total:							

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APPRAISED VALUE SUMMARY	
Appraised Bldg. Value (Card)	118,000
Appraised XF (B) Value (Bldg)	1,900
Appraised OB (L) Value (Bldg)	
Appraised Land Value (Bldg)	91,800
Special Land Value	
Total Appraised Card Value	276,000
Total Appraised Parcel Value	211,700
Valuation Method:	Cost/Market Valuation
Net Total Appraised Parcel Value	276,000

NOTES	
DIRT BASEMENT	

BUILDING PERMIT RECORD								VISIT/CHANGE HISTORY				
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	ID	Cd.	Purpose/Result
									1/13/98	RF	00	Meas. & Listed

LAND LINE VALUATION SECTION																		
B#	Use Code	Description	Zone	D	Frontage	Depth	Units	Unit Price	I. Factor	S.I.	C. Factor	Nbhd.	Adj.	Notes- Adj/Special Pricing	Adj. Unit Price	Land Value		
1	101	Sing Fam.	RA80				2.00 AC	83,160.00	0.54	8	1.00		1.00			89,300		
1	101	Sing Fam.	RA80				0.25 AC	10,000.00	1.00	0	1.00		1.00			2,500		
Total Land Units							2.25 AC										Total Land Value	91,800

CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT				
DAVIDSON FRANK E		4 Rolling	5 Well	3 Unpaved		Description		Code	Appraised Value	Assessed Value
137 STURGES RIDGE RD WILTON, CT 06897 3233			6 Septic			RES.		100	74,100	51,900
						RES.		100	80,200	56,200
SUPPLEMENTAL DATA										
Account #		2993		VIDEO						
TC MAP		Y		REVIEW		R				
TC LOT		2105								
GIS ID:										
						Total		154,300	108,100	

6034
DANBURY, CT

VISION

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	g/u	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)								
DAVIDSON FRANK E		1224/0694	07/07/1998			152,000		Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
								1999	100	51,900						
								1999	100	56,200						
								Total:		108,100	Total:		123,700	Total:		123,700

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EXEMPTIONS			OTHER ASSESSMENTS				
Year	Type/Description	Amount	Code	Description	Number	Amount	Comm. Int.
Total:							

APPRAISED VALUE SUMMARY	
Appraised Bldg. Value (Card)	78,700
Appraised XF (B) Value (Bldg)	1,500
Appraised OB (L) Value (Bldg)	
Appraised Land Value (Bldg)	74,100
Special Land Value	
Total Appraised Card Value	154,300
Total Appraised Parcel Value	154,300
Valuation Method:	Cost/Market Valuation
Net Total Appraised Parcel Value	154,300

NOTES							

BUILDING PERMIT RECORD								VISIT/CHANGE HISTORY				
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	ID	Cd.	Purpose/Result
									12/22/97	DS	00	Meas. & Listed

LAND LINE VALUATION SECTION																
B#	Use Code	Description	Zone	D	Frontage	Depth	Units	Unit Price	I. Factor	S.I.	C. Factor	Nbhd.	Adj.	Notes- Adj/Special Pricing	Adj. Unit Price	Land Value
1	101	Sing Fam.	RA80				0.93 AC	83,160.00	1.06	8	0.90	100	1.00	WET		74,100

CONSTRUCTION DETAIL

SKETCH

Element	Cd.	Ch.	Description
Style/ Type	99		Vacant Land
Model	00		Vacant
Grade			
Stories			
Occupancy			
Exterior Wall 1			
2			
Roof Structure			
Roof Cover			
Interior Wall 1			
2			
Interior Floor 1			
2			
Heating Fuel			
Heating Type			
AC Type			
Bedrooms			
Bathrooms			
Total Rooms			
Bath Type			
Kitchen Style			

Commercial Data Elements			
Element	Cd.	Ch.	Description
Heat & AC			
Frame Type			
Baths/Plumbing			
Ceiling/Wall			
Rooms/Prtns			
% Common Wall			
Wall Height			

CONDO/MOBILE HOME DATA

Element	Code	Description	Factor
Complex			
Floor Adj			
Unit Location			
Number of Units			
Number of Levels			
% Ownership			

COST/MARKET VALUATION

Unadj. Base Rate	10.00
Size Adj. Factor	0.00000
Grade (Q) Index	0.00
Adj. Base Rate	0.00
Bldg. Value New	0
Year Built	0
Eff. Year Built	0
Nrml Physcl Dep	0
Functl Obslnc	0
Econ Obslnc	0
Specl. Cond. Code	
Specl Cond %	
Overall % Cond.	0
Deprec. Bldg Value	0

MIXED USE

Code	Description	Percentage
100	Vacant	100

OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)

Code	Description	L/B	Units	Unit Price	Yr.	Dp Rt	%Cnd	Apr. Value

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value

CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT			
FAHAN PETER & JON P O BOX 76 W REDDING, CT 06896-0076		2 Above Street		3 Unpaved		Description	Code	Appraised Value	Assessed Value
		4 Rolling				RES.	100	700	500
SUPPLEMENTAL DATA									
Account #		9227		VIDEO					
TC MAP		Y							
TC LOT		2105		REVIEW R					
GIS ID:									
						Total		700	500

6034
 DANBURY, CT
VISION

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	w/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)								
FAHAN PETER & JON		0934/0471	10/03/1989				0	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
								1999	100	500						
								Total:		500	Total:		600	Total:		600

EXEMPTIONS			OTHER ASSESSMENTS				
Year	Type/Description	Amount	Code	Description	Number	Amount	Comm. Int.
Total:							

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APPRAISED VALUE SUMMARY	
Appraised Bldg. Value (Card)	
Appraised XF (B) Value (Bldg)	
Appraised OB (L) Value (Bldg)	
Appraised Land Value (Bldg)	700
Special Land Value	
Total Appraised Card Value	700
Total Appraised Parcel Value	700
Valuation Method:	Cost/Market Valuation
Net Total Appraised Parcel Value	700

NOTES

BUILDING PERMIT RECORD								VISIT/CHANGE HISTORY				
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	ID	Cd.	Purpose/Result
									12/22/97	DS	00	Meas. & Listed

LAND LINE VALUATION SECTION																		
B#	Use Code	Description	Zone	D	Frontage	Depth	Units	Unit Price	I. Factor	S.I.	C. Factor	Nbhd.	Adj.	Notes- Adj/Special Pricing	Adj. Unit Price	Land Value		
1	100	Vacant	RA80				0.07 AC	10,000.00	1.00	0	1.00		1.00			700		
Total Land Units							3.049 00	SE									Total Land Value	700

CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT			
VILLANI VINCENT F & GAIL A		2 Above Street		3 Unpaved		Description	Code	Appraised Value	Assessed Value
81 GEORGE HULL HILL RD REDDING, CT 06896-1110		4 Rolling				RES.	100	1,300	900
SUPPLEMENTAL DATA									
Account #		9415		VIDEO					
TC MAP		Y							
TC LOT		2105		REVIEW R					
GIS ID:									
						Total:		1,300	900

6034
 DANBURY, CT

VISION

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	w/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)								
VILLANI VINCENT F & GAIL A		0960/1031	08/27/1990			0		Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
								1999	100	900						
								Total:		900	Total:		1,200	Total:		1,200

EXEMPTIONS			OTHER ASSESSMENTS				
Year	Type/Description	Amount	Code	Description	Number	Amount	Comm. Int.
Total:							

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APPRAISED VALUE SUMMARY	
Appraised Bldg. Value (Card)	0
Appraised XF (B) Value (Bldg)	0
Appraised OB (L) Value (Bldg)	0
Appraised Land Value (Bldg)	1,300
Special Land Value	
Total Appraised Card Value	1,300
Total Appraised Parcel Value	1,300
Valuation Method:	Cost/Market Valuation
Net Total Appraised Parcel Value	1,300

NOTES

BUILDING PERMIT RECORD								VISIT/CHANGE HISTORY				
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	ID	Cd.	Purpose/Result
									12/22/97	DS	00	Meas. & Listed

LAND LINE VALUATION SECTION																	
B#	Use Code	Description	Zone	D	Frontage	Depth	Units	Unit Price	I. Factor	S.I.	C. Factor	Nbhd.	Adj.	Notes- Adj/Special Pricing	Adj. Unit Price	Land Value	
1	100	Vacant	RA80				0.13 AC	10,000.00	1.00	0	1.00		1.00			1,300	
Total Land Units							5.663.00	SE								Total Land Value	1,300

asr130e/List Number /Locations 58450000 to 58450500 /Active/

st	Taxpayer	Cd	D	Location/Map/Vol	Page/Account+Tract+Sub	Assessment Cat Units	Amt	Exemptions	Gross Exmpt	Net
1548	BERNARD GEORGE M BOX 12 W REDDING CT 06896-0012			58450006-8	PICKETTS RIDGE RD	11 1.00	89300	1000 AAA		247,800
				I25012		12 .40	3900	500 CAB		249,300
				634 10		13 2.00	149100			1,500
		99101548		2105	NO	14 1.00	7000			
5592	DAVIDSON FRANK E 137 STURGES RIDGE RD WILTON CT 06897 3233			58450002	PICKETTS RIDGE RD	11 1.00	53600			123,700
				I25038		13 1.00	70100			123,700
		99105592		2105	29					0
6610	FAHAN PETER & JON P O BOX 76 W REDDING CT 06896-0076			58450000	PICKETTS RIDGE RD	11 1.00	600	0		600
				I25048				0		600
				934 471				0		0
		99106610		2105	92			0		
								500		
								500		
								500		
	Owner									
	Yr:	Cd:	Rate:	.00 Min:	.00 Max:	9999.00 \$.00			
7998	THOMAS S NICHOLSON REVOCABLE TRUST P O BOX 71 W REDDING CT 06896			58450000	PICKETTS RIDGE RD	11 1.00	5400			5,400
				I25039						5,400
		99107998		2105	29					0
2483	VILLANI VINCENT F & GAIL A 81 GEORGE HULL HILL RD REDDING CT 06896-1110			58450000	PICKETTS RIDGE RD	11 1.00	1200			1,200
				I25019						1,200
		99122483		2105	94					0



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 7, 2000

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

Re: **Request for Sewer and Water Extension – Larson Drive**

The Common Council Committee appointed to review the request for sewer and water extension on Larson Drive met on February 29, 2000 at 7:00 P.M. in the Third Floor Caucus Room in City Hal. In attendance were committee members Machado, Shuler and Martin Moore. Also in attendance were Superintendent of Public Utilities William Buckley, Attorney Paul Jaber and Jeanne Williamson, engineer for the petitioner.

Mr. Machado cited the positive recommendation of the Planning Commission. Mr. Buckley stated his confidence with the developer and mentioned past experience. Mr. Shuler asked if the project would be built at once or in phases.

Mr. Moore made a motion to recommend to the Common Council approval of the sewer and water extensions on Larson Drive subject to the normal eight steps and an additional ninth step whereby the developer would prepare emergency plans to redirect the sewer line consistent with the public works department approved plans, and a tenth step to recommend phasing of the project according to approved plans by the Public Works Department. The motion was seconded by Mr. Shuler and carried unanimously.

Respectfully submitted,

VAL MACHADO, Chairman

CONNIE SHULER

MARTIN MOORE



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL REPORT

March 7, 2000

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

Re: **Late Charges on a Sewer and Water Bill**

The Common Council Committee appointed to review the late charges on a sewer and water bill met on February 29, 2000 at 6:10 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Abrantes, McAllister and Saracino. Also in attendance was the Director of Public Utilities William Buckley, Corporation Counsel Les Pinter and Director of Finance Dominic Setaro.

The request to refund Ms. Angela Watters was discussed for late charges incurred on a sewer and water bill. Mr. Buckley explained that if the error had been on the part of the City, an adjustment to the bill could have been made, but this was not the case. Attorney Pinter explained the legality of her request and stated that this was an error on the part of the taxpayer and pursuant to the Ordinance, Section 21-38 she was not entitled to this refund.

Mrs. Saracino made a motion to deny the request based on Ordinance Section 21-38. Motion was seconded by Mr. McAllister and passed unanimously.

Respectfully submitted,

HELENA ABRANTES, Chairman

PAUL McALLISTER

MARY SARACINO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 7, 2000

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

Re: **Request for Sewer and Water Extension – Federal Road**

The Common Council Committee appointed to review the request for sewer and water extensions on Federal Road met on February 29, 2000 at 6:35 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members McAllister, Smith and Martin Moore. Also in attendance were Superintendent of Public Utilities William Buckley and Arthur Ratner, Howard Sherman and Al doNascimento for the petitioners.

The petitioners spoke on their plans for the property and showed the committee the areas where the sewer and water lines were to be installed. Mr. Buckley stated that the proposed lines would be connected to an existing line coming from the Alvon apartment complex. Certain easements had been granted and the pipes were more than adequate for the area.

After discussion, Mr. Moore made the motion that the request for sewer and water extensions to 62 Federal Road be approved, provided that the usual eight steps be followed and pending the committee receiving the report of the Planning Commission. Seconded by Mrs. Smith. Motion carried unanimously.

Respectfully submitted,

PAUL McALLISTER, Chairman

MARY SMITH

MARTIN MOORE



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

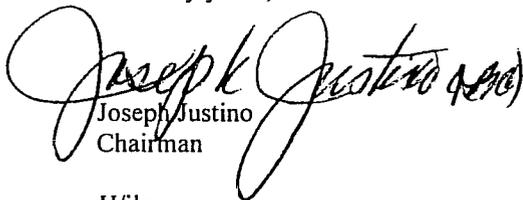
Re: 8-24 Referral - 22 – Request for Sewer and Water Extension – 304 Federal Road

Dear Council Members:

The Planning Commission at its meeting November 3, 1999 motioned for a positive recommendation for the request for sewer and water extension at 304 Federal Road with the stipulation that the extensions are to serve the approved use on the site which is the Sports Recreational site only.

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



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 7, 2000

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

Re: **Request for Sewer and Water Extensions – Shelter Rock Road**

The Common Council Committee appointed to review the request for sewer and water extensions on Shelter Rock Road met on February 7, 2000 at 7:00 P.M. in City Hall. In attendance were committee members John Esposito, Saadi and Basso. Also in attendance were Superintendent of Public Utilities William Buckley, the petitioner Tony Lucera of Benchmark Realty and Jim Rotunda of Consultants and Engineers.

Mr. Esposito read a letter from the Planning Commission motioning a positive recommendation concerning the extension of water and sewer to the applicant's site. Mr. Lucera and Mr. Rotunda gave a presentation with a map of the site showing that the larger portion of the site is in Bethel. Mr. Buckley gave a positive recommendation on both sewer and water extensions.

Mrs. Basso made a motion to recommend approve of the sewer and water extensions subject to the usual eight steps and that the water rate will be 150% of the Danbury rate. The City will own the water lines, but not the sewer lines. Seconded by Mr. Saadi and passed unanimously.

Respectfully submitted,

JOHN ESPOSITO, Chairman

THOMAS SAADI

PAULINE BASSO

SEWER AND WATER EXTENSIONS

1. The Petitioner shall bear all costs relative to the installation of the Sewer and/or Water Connection.
2. The Petitioner shall submit as-built drawings of this extension prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
4. If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the Petitioner conveying to the City of Danbury all right, title, interest and privileges required hereunder, and said Deed shall be held in escrow for recording upon completion of installation.
5. That upon completion, title to said sewer and/or water line within City streets and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.
6. The Petitioners shall convey ownership of and easements to all or such portions of the sewer and/or water lines as the City Engineer's Office determines are of potential benefit to other landowners in the City.
7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended sewer and/or water lines.
8. This approval shall expire eighteen (18) months following the date of Common Council action.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 7, 2000

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

Re: **Habitat for Humanity – Blueberry Lane**

The Common Council Committee appointed to review the proposal by Habitat for Humanity to purchase a lot on Blueberry Lane met on February 15, 2000 at 7:00 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Gallagher and Martin Moore. Joseph Coco was absent. Also in attendance were Assistant Corporation Counsel Les Pinter, Edwin Allan and Bruce Smith from Habitat and Council Members Manny Furtado and Pauline Basso, ex-officio.

Mr. Gallagher asked Mr. Allan to review their proposal for the committee. Mr. Allan stated that the City auctioned off one lot on Blueberry Lane. Two bids were rejected. Habitat's for \$1,000 and another bid of \$1,500. The Mayor suggested that Habitat submit a proposal to the Common Council. Mr. Gallagher asked Mr. Allan to review the mission statement of Habitat for Humanity. Mr. Allan stated that Habitat for Humanity builds homes for people who are willing to invest 400 hours of sweat equity. They provide those people with a mortgage payable to Habitat for Humanity. The homes are usually in the \$70,000 range. Budget counseling is offered.

Mr. Gallagher stated that in the City's last venture with Habitat there were certain deed restrictions placed on the property that were acceptable to the Corporation Counsel's Office. The Planning Department also had a say in the design of the home. Mr. Allan stated that they have a conceptual plan for a colonial home that

would fit into the neighborhood beautifully. Mr. Pinter said that the deed restrictions said that the site plan had to be approved by the Planning Director and that the cost should cover taxes, liens and legal fees.

Mr. Gallagher asked who would decide the amount. Mr. Pinter said that the Common Council would. Mr. Allan stated that Habitat would be prepared to pay between \$3,000 - \$4,000.

Mr. Moore made a motion to recommend to the full Common Council that the City accept Habitat 's offer to purchase the lot on Blueberry Lane, subject to deed restrictions authorized by the Corporation Counsel, for the sum of \$3,000. Seconded by Mr. Gallagher and passed unanimously.

Respectfully submitted,

MATTHEW GALLAGHER, Chair

JOSEPH COCO

MARTIN MOORE



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

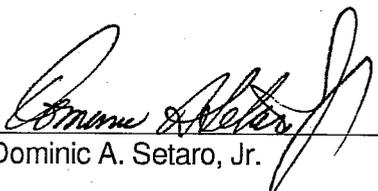
DOMINIC A. SETARO, JR.
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M E M O R A N D U M

To: Hon. Gene F. Eriquez via the Common Council
From: Dominic A. Setaro, Jr., Director of Finance
Date: February 29, 2000
Re: **INSURANCE AND FEMA REIMBURSEMENT REAPPROPRIATION**

We have now received our final reimbursement from both FEMA and our insurance carrier regarding the costs incurred with Hurricane Floyd. We were recently paid \$34,000.46 from our insurance carrier and \$177,423 from FEMA, which represents the portion of the City's insurance deductible not covered by our carrier. At this time, I would recommend that \$209,273.46 of the \$211,423.46 be reappropriated per the attached document. The difference of \$2,150 will be paid directly to volunteer fire companies who received reimbursement for damaged equipment of which no appropriation is necessary. For your information, the total amount of cost reimbursed to the City by FEMA and its insurance carrier is \$534,845.42.



Dominic A. Setaro, Jr.

DAS/jgb

FEMA AND INSURANCE

2/29/00

DESCRIPTION			
FIRE DEPARTMENT	AMOUNT	ACCOUNT	CODE
FIRE HEADQUARTERS TRAILER DAMAGE	950.00	MAINTENANCE OTHER	2010.5549
FIRE HEADQUARTERS FENCE REPAIRS	875.00	MAINTENANCE OTHER	2010.5549
PORTABLE RADIOS	7,500.00	COMMUNICATION EQUIPMENT	2010.5711
JOHNSON OUTBOARD MOTOR FOR BOAT	33.75	EQUIPMENT OTHER	2010.5715
DAMAGED PROTECTIVE CLOTHING	1,028.00	CLOTHING DRY GOODS	2010.5612
CELL PHONE CHARGES	24.95	COMMUNICATION SERVICES	2010.5315
VARIOUS SUPPLIES (EQUIPMENT)	500.00	EQUIPMENT OTHER	2010.5715
HURST POWER TOOL	<u>2,881.00</u>	EQUIPMENT OTHER	2010.5715
SUB TOTAL	13,792.70		
SEWER FUND			
MUFFIN MONSTER SEWAGE TREATMENT PLANT	7,869.08	SEWER EQUIPMENT	9501.5712
SPF 5000 R	5,319.07	SEWER EQUIPMENT	9501.5712
FREIGHT ON BOTH ITEMS	<u>1,384.61</u>	SEWER EQUIPMENT	9501.5712
SUB TOTAL	14,572.76		
AIRPORT			
TOWER TIE DOWN AREA PAVEMENT	70,000.00	NEW CAPITAL LINE	7000.XXX
ELECTRIC LIGHTING SIGNS AND REELS	110,158.00	NEW CAPITAL LINE	7000.XXX
REPAIR FENCE	<u>750.00</u>	MAINTAIN AIRPORT FIELD	9200.5511
SUB TOTAL	180,908.00		
TOTAL	209,273.46		