

**COMMON COUNCIL MEETING**

**August 1, 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, Gogliettino, Michael Moore, Martin Moore, Saracino

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

**PUBLIC SPEAKING**

**MINUTES** – Minutes of the Special Common Council Meeting held July 3, 2000 and the Common Council Meeting held July 6, 2000

**CONSENT CALENDAR**

- 1 – ORDINANCE – Governmental Entities Review and Evaluation
- 2 – RESOLUTION – Tarrywile Park – Open Space and Watershed Land
- 3 – RESOLUTION – Union Savings Bank Foundation
- 4 – RESOLUTION – School Based Health Center
- 5 – RESOLUTION – Main Street North Streetscape Improvement Project
- 6 – COMMUNICATION – Appointment as Public Works Director
- 7 – COMMUNICATION – Appointment as Personnel Director
- 8 – COMMUNICATION – Appointment of Two Part-Time Attorneys
- 9 – COMMUNICATION – Appointments and Promotions in the Police Department
- 10 – COMMUNICATION – Appointment to Position of Police Officer
- 11 – COMMUNICATION – Reappointments to the Conservation Commission
- 12 – COMMUNICATION – Reappointments to the Fair Rent Commission
- 13 – COMMUNICATION – Reappointment to the Parking Authority

- 14 – COMMUNICATION – Donation to the Department of Elderly Services
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- 15 – COMMUNICATION – Donations to the Department of Elderly Services
- 
- 16 – COMMUNICATION – Reappropriation of Donated Funds
- 
- 17 – COMMUNICATION – Review of China Conference
- 
- 18 – COMMUNICATION – Insurance Funds
- 
- 19 – COMMUNICATION – Airport Trees
- 
- 20 – COMMUNICATION – Water Fund Shortfalls
- 
- 21 – COMMUNICATION – Ice Rink – Appropriation of Escrow Funds
- 
- 22 – COMMUNICATION – Water and Sewer Funds Reappropriation
- 
- 23 – COMMUNICATION – Request for Sewer and Water Extensions – East Hayestown Road
- 
- 24 – COMMUNICATION – Report regarding Sanitary Sewer and Water Main Extensions – Benedict Avenue
- 
- 25 – COMMUNICATION – Combination of Wooster Hose and Citizens Hose
- 
- 26 – COMMUNICATION – Water Main Upgrade – Fifth Avenue
- 
- 27 – COMMUNICATION – Ta'Agan Point Water Company
- 
- 28 – COMMUNICATION – Report regarding offer of Purchase or Lease for property on Garamella Boulevard
- 
- 29 – REPORT – Request for Sewer Extension – 83 Newtown Road
- 
- 30 – REPORT – Request for Sewer and Water Extension on Shelter Rock Road
- 
- 31 – REPORT – Agreement with Danbury Hospital/Interfaith Social Action Corp.
- 
- 32 – REPORT – Regional Safe Home for Children
- 
- 33 – REPORT – St. Peter's Cemetery
- 
- 34 – DEPARTMENT REPORTS – Public Works, Fire Chief, Police Chief, Health and Housing, Fire Marshall, Department of Elderly Services
-

## **CONSENT CALENDAR – August 1, 2000**

- 3 - Adopt the Resolution to allow the City of Danbury to apply for and accept a grant in the amount of \$12,300 from the Union Savings Bank Foundation to purchase appliances for Elmwood Hall
- 4 – Adopt the Resolution to allow the City of Danbury Department of Health and Housing to apply for and accept additional funding in the amount of \$102,040 from the State of Connecticut Department of Health Services for the School Based Health Center
- 11 – Confirm the reappointment of Tori Stepanov, Frank Klecha and Levi Newsome to the Conservation Commission
- 12 – Confirm the reappointment of Barbara Chianese, Sylvia Esposito and Steve Gillotti to the Fair Rent Commission
- 13 – Confirm the appointment of Jeffrey Carrine to the Parking Authority
- 16 – Approve the transfer of funds in the amount of \$318 from the Elderly Services donation account to the Commission on Aging budget as described
- 20 – Approve the transfer of funds in the amount of \$47,530 from the Water Fund, Fund balance to the Water Fund accounts as described
- 22 – Approve the reappropriation of \$107,266.44 to the Water Fund and \$41,903.50 to the Sewer Fund as described
- 24 – Approve the extension of sewer and water lines on Benedict Avenue
- 26 – Approve the upgrade of the water main on Fifth Avenue, pending the Planning Commission recommendation
- 28 – Receive the report and take no action at this time
- 32 – Receive the report and approve the recommendation to table the request until further information is received

Motion to  
move to ?

# 21

**COMMON COUNCIL ROLL CALL**

<u>NAME</u>	<u>YES</u>	<u>NO</u>
WARREN LEVY	✓	
HARRY SCALZO	✓	
PAUL McALLISTER	✓	
MARY SMITH		✓
THOMAS SAADI		✓
EMILE BUZOID	✓	
DEAN ESPOSITO		✓
VALDEMIRO MACHADO	✓	
CONNIE SHULER	✓	
JOSEPH COCO		✓
THOMAS ARCONTI		✓
JOHN ESPOSITO		✓
HELENA ABRANTES		✓
MICHAEL PASCUZZI		✓
PAULINE BASSO		✓
MANNY FURTADO		✓
MATTHEW GALLAGHER	✓	
JOHN GOGLIETTINO	✓	
MICHAEL MOORE		✓
MARTIN MOORE		✓
MARY SARACINO	12 1	13



# CITY OF DANBURY

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

PLEASE REPLY TO:

July 21, 2000

DANBURY, CT 06810

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

Re: Review and Evaluation of Governmental Entities -- Ordinance Revision §2-176

Dear Mayor and Council Members:

Please find enclosed a proposed ordinance revision that incorporates the results of the recently completed review of governmental entities. The Redevelopment Agency, the Housing Site Development Agency, the Flood and Erosion Control Board and the Tarrywile Park Authority were each re-established for a period of five years.

Please consider the adoption of this amendment in the usual fashion, following a public hearing. If you have any questions, please let me know.

Sincerely,

Eric L. Gottschalk  
Corporation Counsel

Ordinanc/2-176let



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# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

June 28, 2000

PLEASE REPLY TO:

DANBURY, CT 06810

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

RE: Tarrywile Park  
Open Space and Watershed Land  
Acquisition Grant Agreement

Dear Mayor and Council Members:

Last fall the City of Danbury acquired approximately 100 acres of land adjacent to Tarrywile Park. That acquisition was accomplished with the understanding that the city would be reimbursed for a portion of the purchase price. The state has now forwarded a proposed Grant Agreement to us for your consideration. We have reviewed that agreement and find it to be in order. Further, as part of this transaction the State of Connecticut will require the city to grant a Conservation and Public Recreation Easement over the property to the State.

In order to finalize matters the Common Council must adopt the attached resolution authorizing the Mayor to execute both the Grant Agreement and the Conservation Easement. Copies of these documents are attached for your review. If you find them in order, please adopt the resolution in the usual fashion. We will be available to answer any questions that you may have.

Sincerely,



Eric L. Gotschalk  
Corporation Counsel

Enclosure

Council\Tarrywile Grant



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

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

**RESOLVED** by the Common Council of the City of Danbury:

THAT Mayor Gene F. Eriquez be and hereby is authorized to execute on behalf of the City of Danbury a Grant Agreement under the Open Space and Watershed Land Acquisition Program with the State of Connecticut for financial assistance to acquire and manage open space land pursuant to Section 7-131d of the Connecticut General Statutes.

# OPEN SPACE AND WATERSHED LAND ACQUISITION GRANT AGREEMENT

## CITY OF DANBURY

### TARRYWILE LAKE AND HILLSIDE PROPERTY OSWA-22

#### KNOW ALL THESE MEN BY THESE PRESENTS:

**THIS AGREEMENT**, is made between the CITY OF DANBURY a municipal corporation having its territorial limits within the County of Fairfield, State of Connecticut, specially chartered under the laws of the State of Connecticut after this called "Municipality" or "Contractor", and the STATE OF CONNECTICUT, acting herein by its Commissioner of Environmental Protection duly authorized under the provisions of Connecticut General Statutes (CGS) Section 22a-6(a)(2) and Section 7-131d, hereinafter referred to as the "Commissioner" or "State".

**WHEREAS**, The City of Danbury, has purchased land for open space purposes and has applied for and received a grant to assist in the purchase of open space as described in Connecticut General Statutes (CGS) Section 7-131d and;

**WHEREAS**, The City of Danbury, in consideration for the provision by the State of financial assistance to purchase open space, desires to grant a perpetual conservation easement as defined in Connecticut General Statutes Section 47-42a and public access easement on land purchased by the City of Danbury, for purposes of open space, conservation, watershed protection and/or passive outdoor recreation.

**NOW, THEREFORE**, in consideration of the mutual promises contained, and in assigning a perpetual conservation and public access easement to the State.

1. The State agrees to make a grant to the Municipality, in the he amount not to exceed Three Hundred Fifteen Thousand dollars (\$315,000.00) for purposes described in this Agreement. The payments of any and all sums pursuant to this Agreement are conditioned upon, and in consideration for, the Municipality meeting its obligations under the terms of the Agreement.

2. Upon approval of this agreement by the Attorney General as to form, the Municipality shall grant to the State of Connecticut with warranty covenants a conservation easement in form and content set forth in Exhibit C of this Agreement dedicating said land to conservation purposes and restricting the use of said land for such purposes except as otherwise approved by the Commissioner of Environmental Protection or his successor in accordance with the General Statute 7-131d of the State of Connecticut. The restriction will run with the land in favor of the State of Connecticut and will be binding upon the Municipality and its successors and assign. The acquisition of land and the recording of the conservation easement as described shall be completed within six months from approval of this agreement by the Attorney General as to form.

3. The land which the Municipality, owns or will own, on which the permanent conservation easement will be placed is more fully described on Exhibit B, which is hereby incorporated as part of this Agreement. At the time of the grant of the conservation easement and restriction to the State, said land shall be free of all encumbrances except those set forth in Exhibit B.

4. The Municipality will erect a permanent plaque or sign on said property within 6 (six) months after the recording of the deed of purchase of land using grant funds, acknowledging that said property is a public recreational facility and that said property received a grant from the State of Connecticut administered through the Department of Environmental Protection, Open Space and Watershed Land Acquisition Program.

5. It is agreed and understood that the Municipality may charge the public, being any resident of any municipality, state, country or nation, a reasonable fee for use of the property. Said fees will be subject to approval by the Commissioner.

6. The Municipality agrees to properly and efficiently operate and maintain the project area after acquisition and provide assurance of such operation and maintenance as may be required by the Commissioner of Environmental Protection.

7. The Municipality agrees to comply with Connecticut General Statue Section 4-60, nondiscrimination and affirmative action and Section 4a-60a, non discrimination on the basis of sexual orientation provisions, attached as Exhibit A which is hereby incorporated as part of this Agreement.

8. The Municipality agrees that it will have its financial records audited at the close of the fiscal year and provide that audit to the Commissioner, all in accordance with Connecticut General Statutes Section 7-396a and Sections 4-230 through 4-236, and any applicable Regulations which are or may be promulgated.

9. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or the noncompliance with said Executive Order No. Three, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made part hereof. The parties agree to abide by said



# EXHIBIT A

## CONNECTICUT GENERAL STATUTES

**SECTION 4a-60** (a) Every contract which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor 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 contractor 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 contractor 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 contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action - equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractors' commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor 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 contractor as relate to the provisions of this section and Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make a good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For purposes of this section, "minority business enterprises" means any small contractor or supplier of material 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 the subsection (a) of Section 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 effort" 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.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor'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 contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into an order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempt by regulations or orders of the commission. The contractor 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 non compliance in accordance with Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor 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.

**SECTION 4a-60a** (a) Every contract to which the state or political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) the contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the ground 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 contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor 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 contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor 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 contractor 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 contractor which relate to the provisions of this section and Section 46a-56.

(b) The contractor shall include the provisions of section (a) 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 contractor shall take such action with respect to any 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 contract becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor 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.

## EXHIBIT B

The land upon which permanent conservation will be placed by the City of Danbury is described further by means of the following property descriptions.

### FIRST PARCEL

All that certain piece or parcel of land, located in the City of Danbury, County of Fairfield and State of Connecticut, being shown and designated as Parcel One, Parks Pond, Pond Area Scaled 21.5 +/- Acres and Parcel Two, 60.3 +/- Acres, 81.893 Acres Total on a certain map entitled "Map Prepared for Shelter Rock Corporation, Subsidiary of Ralto Developers, Inc., Terre Haute Road and Tarrywile Lake Road, Danbury, Connecticut, Scale 1" = 100' October 15, 1986, Class A-2 Survey, certified substantially correct by C. James Osborne, Jr., R.L.S., P.C., New Milford, Connecticut" and which map is recorded as Map No. 8544 in the Office of the Town Clerk of the City of Danbury to which reference may be had for a more particular description of said premises.

Said premises are more particularly bounded and described as follows: Commencing at a point on the southerly side of Southern Boulevard, which point is the northwest corner of land now or formerly of Rive Levy, thence S 8° 33' 08" W 134.86 feet to a point, thence S 46° 12' E 28.15 feet to a point, thence S 9° 03' 05" W 276.65 feet along the land now or formerly of Terese Siegel to a point, thence continuing along land now or formerly of Siegel the following courses and distances: S 87° 45' 35" E 59.78 feet, N 77° 56' 05" E 54.38 feet, N 65° 54' 35" E 56.34 feet, N 52° 42' 45" E 46.15 feet, N 14° 03' 45" E 52.91 feet and N 32° 30' 00" E 7.07 feet to a point, thence turning and running along land now or formerly of Steven M. and Christine Appell S 64° 03' 00" E 188.46 feet; thence S 47° 14' 00" W 12.00 feet; thence S 36° 18' 29" E 6.23 feet to land now or formerly of Pat. J. Larsen, thence turning and running along land now or formerly of Pat. J. Larsen, Walter W. and Pat Larsen, Theodore and Jane E. Bream, Amos Turk, Aloin and Marilyn R. Stark, Raymond J. Lubus, Paul and Germaine E. W. d'Evegne, Francis A. Wilkes, Anthony Z. Pirslin et al, Herbert S. and Sydelle T. Ornstein, Howard R. and Dorothy O. Sanford, Dorothy P. and Edith D. James, Edmond G. Hawley, Richard d'Evegne, Francis d'Evegne, and Paul and Germaine E. W. d'Evegne, the following courses of distances to the land now or formerly of the City of Danbury: S 53° 41' 15" W 76.40 feet, S 05° 30' 15" W 50.64 feet, S 02° 45' 53" W 40.57 feet, S 04° 03' 52" W 37.66 feet, S 29° 03' 34" W 9.42 feet, S 19° 21' 06" E 46.49 feet, S 0° 49' 14 E 59.78 feet, S 26° 50' 25" E 28.12 feet, S 11° 22' 04" E 48.22 feet, S 15° 22' 04" E 17.53 feet, S 31° 49' 24" E 29.60 feet, S 34° 11' 42" E 17.30 feet, S 33° 29' 47" E 43.13 feet, S 38° 28' 54" E 41.72 feet, S 33° 55' 36" E 41.11 feet, S 48° 20' 40" E 21.58 feet, S 56° 44' 00" E 36.00 feet, S 22° 08' 41" E 82.29 feet, S 36° 58' 15" E 18.59 feet, S 19° 24' 25" E 41.24 feet, S 18° 38' 15" E 40.94 feet, S 12° 59' 42" W 50.34 feet, S 47° 22' 39" W 12.32 feet, S 11° 04' 57" E 17.14 feet, S 18° 16' 15" W 45.59 feet, S 25° 48' 12" W 17.36 feet, S 2° 41' 40" E 58.25 feet, S 19° 34' 07" E 33.17 feet, S 35° 31' 17" E 65.58 feet, S 0° 18' 13" E 10.00 feet, S 46° 10' 42" E 7.80 feet, S 29° 46' 26" E 12.00 feet, S 4° 53' 26" W 60.74 feet, S 16° 33' 28" E 55.33 feet, S 30° 43' 09" E 23.63 feet, S 65° 42' 23" E 25.69 feet, S 85° 27' 35" E 17.48 feet, N 83° 00' 20" E 82.12 feet, S 76° 37' 08" E 40.90 feet, S 23° 07' 04" E 51.67 feet, S 35° 03' 15" E 36.97 feet, S 10° 53' 22" E 15.04 feet, S 21° 19' 54" W 33.14 feet, S 2° 46' 21" E 25.30 feet, S 12° 38' 52" E 44.78 feet, S 34° 16' 44" E 50.56 feet, S 12° 56' 37" W 45.24 feet, S 74° 17' 23" W 16.69 feet, S 36° 53' 24" E 44.01 feet, S 14° 21' 38" E 73.44 feet, S 24° 13' 01" E 17.84 feet, S 5° 44' 27" W 43.91 feet, S 6° 44' 34" E 69.53 feet, S 6° 33' 33" E 41.39 feet, S 19° 54' 52" E 70.31 feet, S 4° 43' 04" E 40.63 feet, S 42° 24' 41" E 10.98 feet, S 4° 36' 03" E 84.81 feet, S 2° 59' 41" E 80.72 feet, S 0° 29' 28" E 56.29 feet, N 65° 04' 10" E 20.00 feet, S 5° 17' 13" W 27.01 feet, S 21° 15' 15" E 50.54 feet, S 5° 09' 47" W 40.05 feet, S 22° 31' 28" E 38.11 feet, S 15° 44' 13" E 118.26 feet, S 15° 01' 25" E 81.64 feet S 20° 59' 20" E 104.03 feet, and S 42° 07' 11" E 12.44 feet, thence turning and running along land now or formerly of the City of Danbury S 59° 33' 01" W 522.53 feet to a point, thence N 25° 38' 57" W 235.96 feet; thence N 13° 26' 57" W 239.29 feet, thence N 28° 28' 57" W 112.36 feet to a point; thence turning and continuing to run along land now or formerly of the City of Danbury the following courses and distances: S 62° 55' 14" W 109.44 feet, S 62° 14' 14" W 360.47 feet, S 65° 49' 14" W 495.36 feet, S 74° 19' 14" W 689.69 feet to a point on the easterly side of Terre Haute Road so-called, thence turning and running along the said Terre Haute Road the following courses and distances: N 18° 12' 17" W 76.57 feet, N 40° 59' 32" W 111.29 feet, N 50° 49' 35" W 34.83 feet, N 30° 17' 47" W 103.08 feet, N 3° 56' 43" E 58.14 feet, N 11° 28' 55" E 65.31 feet, N 11° 05' 37" W 103.94 feet, N 8° 25' 07" E 46.80 feet to a point which point marks the southwest corner of land now or formerly of Steinberg et al, thence turning and running along land now or formerly of Steinberg et al the following courses and distances: N 79° 30' 28" E 198.76 feet, N 78° 37' 05" E 134.85 feet, N 65° 03' 33" E 47.23 feet, N 82° 33' 05" E 133.97 feet, N 79° 33' 57" E 86.58 feet, N 75° 46' 35" E 205.16 feet, N 78° 30' 49" E 63.77 feet, N 76° 20' 29" E 79.55 feet, N 75° 56' 04" E 187.08 feet, N 74° 00' 17" E 109.14 feet, N 77° 02' 03" E 45.05 feet, N 22° 18' 09" E 95.55 feet, N 23° 16' 52" W 113.41 feet, N 31° 21' 39" W 81.72 feet, N 24° 20' 16" W 187.63 feet, N 23° 35' 07" W 102.39 feet, N 55° 37' 27" W 36.96 feet, N 42° 40' 49" W 9.21 feet, N 50° 48' 23" W 78.69 feet, N 55° 12' 48" W 17.20 feet, N 54° 00' 08" W 153.29 feet, N 59° 21' 56" W 28.98 feet, N 64° 57' 38" W 15.84 feet, S 86° 08' 32" W 97.22 feet, S 82° 05' 24" W 220.97 feet, N 66° 54' 58" W 135.92 feet, N 53° 59' 49" W 67.72 feet to a point on the easterly side of Terre Haute Road, so-called, thence turning and running along said Terre Haute Road N 22° 36' 21" E 151.77 feet, N 76° 54' 50" W 24.85 feet, N 2° 35' 30" W 136.18 feet, N 0° 43' 10" E 99.41 feet, N 11° 09' 10" W 63.82 feet to a point which point marks the southwest corner of land now or formerly of John Denny, thence turning and running along land now or formerly of John Denny, Dorothy L. Talbot, Robert C. and Diane Houstan, Donald R. and Nancy Kinkade, Farless C. Fisher, Jr. et ux, John A. and Julie D. Gerth and George E. III and Joyce A. Northrop, the following courses and distances, N 85° 58' 30" 200.37 feet, thence turning and running N 03° 04' 50" W 60.42 feet, thence N 6° 45' 55" E 225.00 feet; thence N 7° 05' 30" E 357.73 feet to a point which point is on the southerly side of land now or formerly of Mae E. Garofalo; thence turning and running along land now or formerly of Mae E. Garofalo, Walter A. and Lillian D. Stickney, Sidney and Carol A. Eisenberg and F. Michael and Nancy L. Palmer et al, the following courses and distances: N 66° 54' 30" E 96.21 feet, N 81° 00' 30" E 52.82 feet, N 89° 16' 30" E 45.92 feet, N 64° 58' 06" E 47.62 feet, N 75° 44' 50" E 29.28 feet, N 79° 41' 50" E 136.14 feet, N 68° 50' 40" E 91.81 feet, N 81° 54' 20" E 16.46 feet, thence turning and running North 8° 13' 20" W 94.00 feet to a point on the southerly side of Sunset Drive, so-called, thence turning and running along Sunset Drive N 77° 32' 50" E 36.54 feet, thence continuing along Sunset Drive on a curve having a radius of 73.85 feet a distance of 13.77 feet to a point which point marks the northwest corner of land now or formerly of Paul J. and Germaine E. d'Evegne, Tr., thence turning and running along land of said d'Evegne Tr. S 8° 13' 20" E 99.09 feet, N 81° 54' 08" E 109.50 feet, thence turning and running along land now or formerly of Paul J. and Germaine E. d'Evegne, Tr., Sandra E. Meeker and Stephen T. and Babette H. Palmer, N 9° 20' 50" E 393.54 feet to a point on the southerly side of Southern Boulevard, thence turning and running along said Boulevard S 66° 59' 50" E 26.05 feet to the point or place of beginning.

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

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

Said premises are conveyed subject to:

1. Any and all provisions of any ordinance, municipal regulation, public law.
2. Taxes due the City of Danbury hereinafter due and payable.
3. The rules and regulations of the Department of Environmental Protection of the State of Connecticut pertaining to the dam area.
4. The rights of others to use the waters of Lake Tarrywile.
5. The right of Paul J. d'Evegne and Germaine E.W. d'Evegne, their heirs and assigns, the right to cross and recross over the passway parcel as shown on the above referenced map to reach the waters of Lake Tarrywile and also for access to Southern Boulevard.
6. A utility easement to the Danbury and Bethel Gas and Electric Company now known as the Connecticut Light and Power Company, which easement is dated April 18, 1945 and is recorded in Volume 218 at Page 157 of the Danbury Land Records.
7. Subject to an easement to the Southern New England Telephone Company dated September 22, 1950 and recorded in Volume 249 at Page 245 of the Danbury Land Records.

#### SECOND PARCEL

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

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

Said premises being more particularly shown and designated as 19.822 Acres as shown on a certain map entitled "Map Prepared for Shelter Rock Corporation, a subsidiary of Ralto Developers, Inc., Terre Haute Road and Tarrywile Lake Road, Danbury, Connecticut, Scale 1" = 100', October 15, 1986", certified substantially correct by C. James Osborne, Jr. and which map is recorded in the Office of the Town Clerk of the City of Danbury to which reference may be had for a more particular description of said premises.

Said premises are more particularly described as follows:

Beginning at a point on the easterly side of Terre Haute Road which point marks the southwest corner of the within described premises thence running the following courses and distances: N 79° 30' 28" E 198.76 feet, N 78° 37' 05" E 134.85 feet, N 65° 03' 33" E 47.23 feet, N 82° 33' 05" E 133.97 feet, N 79° 33' 57" E 86.58 feet, N 75° 46' 35" E 205.16 feet, N 78° 30' 49" E 63.77 feet, N 76° 20' 29" E 79.55 feet, N 75° 56' 04" E 187.08 feet, N 74° 00' 17" E 109.14 feet, N 77° 02' 03" E 45.05 feet, N 22° 18' 09" E 95.55 feet, N 23° 16' 52" W 113.41 feet, N 31° 21' 39" W 81.72 feet, N 24° 20' 16" W 187.63 feet, N 23° 35' 07" W 102.39 feet, N 55° 37' 27" W 36.96 feet, N 42° 40' 49" W 9.21 feet, N 50° 48' 23" W 78.69 feet, N 55° 12' 48" W 17.20 feet, N 54° 00' 08" W 153.29 feet, N 59° 21' 56" W 28.98 feet, N 64° 57' 38" W 15.84 feet, S 86° 08' 32" W 97.22 feet, S 82° 05' 24" W 220.97 feet, N 66° 54' 58" W 135.92 feet, N 53° 59' 49" W 67.72 feet to a point on the easterly side of Terre Haute Road, so-called, thence turning and running along said Terre Haute Road the following courses and distances: S 25° 29' 07" W 16.14 feet, S 9° 54' 03" W 107.54 feet, S 5° 50' 09" W 74.52 feet, S 9° 50' 16" W 175.58 feet, S 36° 52' 12" W 70.00 feet, S 45° 21' 05" W 57.63 feet, S 29° 10' 03" W 123.11 feet, S 22° 22' 48" W 110.31 feet, S 8° 56' 05" W 167.46 feet, S 10° 47' 37" W 230.36 feet, to the point or place of beginning.

Together with all of the grantors right, title and interest in and to the roadway known as Terre Haute Road abutting said premises and to those premises shown and designated as "Parcel 2", 60.3 more or less acres, as shown on the above referenced map.

## EXHIBIT C

### CONSERVATION AND PUBLIC RECREATION EASEMENT AND AGREEMENT

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

**WHEREAS**, The City of Danbury holds title to a total of 100 acres of real property formerly of RFC Property II, Inc. of 3300 South Parker Road, Aurora, Colorado.

**WHEREAS**, in addition to its value as a natural area, said property is also a scenic resource of the State of Connecticut and can provide significant aesthetic recreational opportunities for the general public;

**WHEREAS**, the preservation of the above mentioned land and water resources will yield a significant public benefit for passive recreation, watershed protection, open space protection, access to the natural resource and public enjoyment and education.

**WHEREAS**, the anticipated use of the land by the City of Danbury is consistent with the DEP's conservation and preservation interests, and the City of Danbury has a shared interest with DEP in seeing that these conservation-minded practices continue;

**WHEREAS**, the State of Connecticut has established The Protected Open Space and Watershed Land Acquisition Grant Program to provide grants to municipalities and nonprofit land conservation organizations to acquire land or permanent interests in land for open space and watershed protection and to water companies, as defined in Connecticut General Statutes Section 25-32a, to acquire and protect land which is eligible to be classified as Class I or Class II land, as defined in Connecticut General Statutes Section 25-37c, after acquisition;

**WHEREAS**, all lands or interests in land acquired under The Protected Open Space and Watershed Land Acquisition Grant Program shall be preserved in perpetuity predominantly in their natural and scenic and open condition for the protection of natural resources while allowing for recreation consistent with such protection and, for lands acquired by water companies, allowing for the improvements necessary for the protection or provision of potable water;

**WHEREAS**, a permanent conservation easement, as defined in Connecticut General Statutes Section 47-42a, shall be executed for any property purchased with grant funds through The Protected Open Space and Watershed Land Acquisition Grant Program and which conservation easement shall provide that the property shall remain forever predominately in its natural and open condition for the specific conservation, open space or water supply purpose for which it was acquired;

**WHEREAS**, the conservation easement shall be in favor of the State acting through the Commissioner of Environmental Protection.

**WHEREAS**, such conservation easement shall include a requirement that the property be made available to the general public for appropriate recreational purposes, the maintenance of which recreational access shall be the responsibility of the grantee.

**WHEREAS**, The City of Danbury and the State of Connecticut agree that limited public recreation on said property can be provided without significant impact to the natural resources on said property, conservation of those resources having been the primary reason for its acquisition by the City of Danbury.

**NOW, THEREFORE**, The City of Danbury a municipal corporation having its territorial limits within the County of Fairfield, and State of Connecticut, (the "Grantor"), for One Dollar and other good and valuable consideration received to its full satisfaction of the STATE OF CONNECTICUT, a sovereign, (the "Holder") and in consideration of the mutual covenants, terms, conditions and restrictions herein contained, for itself and its successors and assigns, do hereby give, grant, bargain, sell, convey and confirm in perpetuity unto the HOLDER and its successors or assigns forever with Warranty Covenants, a Conservation and Public Recreation Easement in perpetuity, of the nature and character and to the extent hereinafter set forth, over property situated in the City of Danbury, County of Fairfield, State of Connecticut, (the "Protected Property"), as described in Schedule A.

1. Purpose. It is the purpose of this Conservation and Public Recreation Easement to assure that the Protected Property will be retained forever predominantly in its natural, scenic, forested, and/or open space condition, and to provide opportunities for public recreation on the Protected Property, while preventing any use of the Protected Property that will significantly impair or interfere with the conservation values or interests of the Protected Property, described above. It is the intent of this easement that any management activities or alterations of the natural landscape or provision for access or recreation shall be consistent with the conservation purposes above.

2. Development Rights and Restrictions. No building, residential dwelling, structure, parking lot, driveway, road or other temporary or permanent structure or improvement requiring construction shall be placed upon the Protected Property except as provided hereinbelow, the following reservations to be consistent with the conservation and public recreation purposes above:

a) Grantor reserves the right to maintain existing unpaved driveways, footpaths and other minor surface alterations; to excavate and fill as necessary to accomplish permitted building, recreational and silvicultural activities, and to construct, maintain and reconstruct additional unpaved footpaths or minor, roofless rustic improvements necessary or appropriate to assure safe passage, prevent erosion, or to enhance or protect the natural habitat.

b) \_\_\_\_\_  
\_\_\_\_\_

c) All rights reserved herein by the Grantor may only be exercised subject to all applicable governmental permits and approvals required by law. Nothing herein shall commit the Holder to grant any such approval or permit.

d) Grantor reserves the right to manage and monitor the Protected Property for rare and endangered species, such activities including, but not limited to:

1) The rerouting or closing of trail segments or public access points that pose a substantial threat to protected species, provided that a system of public access trails remains open to the public at all times;

2) The right to grant access to the site for research;

3) Use of the property for educational and outreach purposes, including limited attendance walks and on-site stewardship training programs.

Grantee agrees that the activities or uses contemplated above shall not unreasonably interfere with the use of the Protected Property by the general public. All rights not specifically granted are hereby reserved by Grantor.

3. Provision of Public Recreation. The Grantor agrees to allow the public access to the Protected Property for passive recreational purposes and to use such trails or other facilities as they may exist or be developed, or where such use is permitted by the Department of Health on Class I and Class II Watershed Land. The public shall be defined as any resident of any municipality, state, country or nation. The Grantor may develop passive recreational facilities and support facilities for those passive activities on the Protected Property if none exists. Passive recreation shall be defined as recreational trail usage (non-motorized), recreational activities which do not require a formalized delineated playing field or area, picnicking, fishing, hunting, non-motorized boating and environmental education.

Grantor agrees to develop and maintain \_\_\_\_\_  
\_\_\_\_\_

4. Other activities. No commercial, industrial, quarrying, or mining activities are permitted on the Protected Property.

5. Water Protection and Waste Disposal. The use of chemical herbicides, pesticides, fungicides, fertilizers and other agents must be limited to prevent any demonstrable adverse effect on wildlife, waters, and other important conservation interests to be protected by this Easement.

It is forbidden to dispose of or to store rubbish, garbage, debris, abandoned equipment, parts thereof, or other unsightly, offensive, toxic or hazardous waste material on the Protected Property except that vegetative waste may be composted, and other waste generated by permitted uses on the Protected Property may be stored temporarily in appropriate containment for removal at reasonable intervals, subject to all applicable local, state, and federal laws and regulations.

The Grantor covenants and represents that, to the best of Grantor's knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property.

6. Costs and Taxes. Grantor acknowledges that the Holder has no possessory rights in the Protected Property, nor any responsibility or right to control, maintain, or keep up the Protected Property. Grantor is responsible to pay and discharge when due all property taxes and assessments and to avoid the imposition of any liens that may impact Holder's rights hereunder. Grantor is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Protected Property and will, to the fullest extent permitted by law, defend, release, relieve, hold harmless, and indemnify Holder, its officers, directors, agents, and employees therefrom and from any claims for damages which arise therefrom, except for harm caused by the negligent act or misconduct of Holder, or as may arise out of its workers' compensation obligations. This provision shall not be construed as a waiver of sovereign immunity.

Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), and shall furnish Holder with satisfactory evidence of payment upon request. In order to assure the continued enforceability of this Conservation Easement. Holder is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the lesser of two (2) percentage points over the prime rate of interest from time to time announced by Chemical Bank of New York or the maximum rate allowed by law. Holder shall have the right to place a lien on property of the Grantor in the event that the payment is not reimbursed to Holder within thirty (30) days.

7. Subdivision Limitation and Subsequent Transfers. The Protected Property must remain as an entity in a single ownership, and may not be divided, subdivided, partitioned or otherwise separated into parcels or lots.

Grantor agrees that the terms, conditions, restrictions, and purposes of this grant or reference thereto will be inserted by Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Protected Property; and Grantor further agrees to notify Holder or any pending transfer at least thirty (30) days in advance.

8. Miscellaneous.

a) Grantor represents that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property. The rights of the Holder to enforce the terms, restrictions and covenants created under this easement shall not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien, regardless of any subsequently placed mortgage or lien.

b) If any provision(s) of this Conservation and Public Recreation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation and Public Recreation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

c) Any uncertainty in the interpretation of this Conservation and Public Recreation Easement should be resolved in favor of conserving the Protected Property in its natural and scenic state.

d) If this Easement is extinguished by court order, or the powers of eminent domain, the proceeds of any taking or sale of the unrestricted property shall be divided between Grantor and Holder in the same proportion as the value of their respective interests, so calculated, as of the date of this grant, excepting any part of such proceeds attributable to improvements to the Protected Property made after the date of this grant. Holder will use such proceeds for its conservation purposes.

9. Remedies and Enforcement.

a) This Conservation and Public Recreation Easement granted hereby constitutes a conservation restriction on the Protected Property in favor of the Holder and its successors and assigns pursuant to Section 47-42a of the Connecticut General Statutes, as amended. Pursuant to Section 47-42b of the Connecticut General Statutes, as amended ("C.G.S.") this Conservation and Public Recreation Easement shall not be unenforceable on account of lack of privity of estate or contract or lack of benefit to particular land. Pursuant to Section 47-42c C.G.S., this Conservation and Public Recreation Easement may be enforced by injunction or proceedings in equity, or in any other manner permitted by law. It is further agreed by the parties that the Public Recreation Easement granted hereby may be enforced at law or in equity.

b) The failure or delay of the Holder, for any reason whatsoever, to enforce this Conservation and Public Recreation Easement shall not constitute a waiver of its rights and Grantor hereby waives any defense of laches, prescription, or estoppel.

c) Grantor is not responsible for injury to or change in the Protected Property resulting from "acts of God" so called, such as, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. If a Court (or other decision maker chosen by mutual consent of the parties) determines that this Conservation and Public Recreation Easement has been breached, Grantor will reimburse Holder for any reasonable costs of enforcement, including court costs, reasonable attorneys' fees, and any other payments ordered by such Court.

d) The terms and conditions of said easement hereinabove set forth shall be binding upon and inure to the benefit of the Holder and its successors or assigns. However, said Conservation and Public Recreation Easement shall not entitle the Holder or its successors or assigns to any right of entry or use of the Protected Property except as provided herein and for periodic inspections in a reasonable manner and at reasonable times to ensure compliance with the conservation and recreation purposes above.

e) The captions herein have been inserted solely for convenience of reference, are not a part of this Conservation Easement, and shall have no effect upon construction or interpretation.

10. Notices. Any notice to Holder required hereunder must be made by certified mail, return receipt requested, addressed to:

State of Connecticut  
Department of Environmental Protection  
Office of the Commissioner  
79 Elm Street  
Hartford, CT 06106

or such other address as may be furnished in writing.

Any notice to Grantor required hereunder must be made by certified mail, return receipt requested, addressed to each of the following:

City of Danbury  
City Hall  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

or such other address as may be furnished in writing.

Any notices to Holder or requests for Holder consent, required or contemplated hereunder, must include, at a minimum, sufficient information to enable the Holder to determine whether proposed plans are consistent with the terms of this Conservation and Public Recreation Easement and the conservation and recreation purposes hereof.

TO HAVE AND TO HOLD the above granted and bargained Conservation and Public Recreation Easement unto the said Holder and its successors and assigns forever.

AND THE GRANTOR, its successors and assigns does COVENANT with the Holder that it will WARRANT AND DEFEND the Protected Property to the said Holder and its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it.

IN WITNESS WHEREOF, the parties hereto have set their hands.

CITY OF DANBURY

WITNESS

Signature  
Name in print

\_\_\_\_\_  
Gene Eriquez                      Date  
Mayor  
Duly Authorized

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

STATE OF CONNECTICUT    )  
  )  
COUNTY OF FAIRFIELD    )

SS. CITY OF DANBURY



The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by Gene Eriquez, Mayor of the City of Danbury, Fairfield County and State of Connecticut

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires \_\_\_\_\_

The forgoing Conservation Easement is accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by David K. Leff, Deputy Commissioner, Department of Environmental Protection, Pursuant to Connecticut General Statute 7-131d(e).

STATE OF CONNECTICUT

WITNESS

Signature  
Name in print

\_\_\_\_\_  
David K. Leff                      Date  
Deputy Commissioner  
Department of Environmental Protection

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

STATE OF CONNECTICUT    )  
  )  
COUNTY OF HARTFORD    )

SS. CITY OF HARTFORD

SEAL

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by David K. Leff, Deputy Commissioner, Department of Environmental Protection, State of Connecticut for the State of Connecticut.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires \_\_\_\_\_

**STATUTORY AUTHORITY**  
Connecticut General Statutes  
Section 7-131d(e)

**Approved as to form**  
**Richard Blumenthal**  
**Attorney General**

\_\_\_\_\_  
By: William B. Gundling                      Date  
Associate Attorney General

## SCHEDULE A

The land upon which permanent conservation will be placed by the City of Danbury is described further by means of the following property descriptions.

### FIRST PARCEL

All that certain piece or parcel of land, located in the City of Danbury, County of Fairfield and State of Connecticut, being shown and designated as Parcel One, Parks Pond, Pond Area Scaled 21.5 +/- Acres and Parcel Two, 60.3 +/- Acres, 81.893 Acres Total on a certain map entitled "Map Prepared for Shelter Rock Corporation, Subsidiary of Ralto Developers, Inc., Terre Haute Road and Tarrywile Lake Road, Danbury, Connecticut, Scale 1" = 100' October 15, 1986, Class A-2 Survey, certified substantially correct by C. James Osborne, Jr., R.L.S., P.C., New Milford, Connecticut" and which map is recorded as Map No. 8544 in the Office of the Town Clerk of the City of Danbury to which reference may be had for a more particular description of said premises.

Said premises are more particularly bounded and described as follows: Commencing at a point on the southerly side of Southern Boulevard, which point is the northwest corner of land now or formerly of Rive Levy, thence S 8° 33' 08" W 134.86 feet to a point, thence S 46° 12' E 28.15 feet to a point, thence S 9° 03' 05" W 276.65 feet along the land now or formerly of Terese Siegel to a point, thence continuing along land now or formerly of Siegel the following courses and distances: S 87° 45' 35" E 59.78 feet, N 77° 56' 05" E 54.38 feet, N 65° 54' 35" E 56.34 feet, N 52° 42' 45" E 46.15 feet, N 14° 03' 45" E 52.91 feet and N 32° 30' 00" E 7.07 feet to a point, thence turning and running along land now or formerly of Steven M. and Christine Appell S 64° 03' 00" E 188.46 feet; thence S 47° 14' 00" W 12.00 feet; thence S 36° 18' 29" E 6.23 feet to land now or formerly of Pat. J. Larsen, thence turning and running along land now or formerly of Pat. J. Larsen, Walter W. and Pat Larsen, Theodore and Jane E. Bream, Amos Turk, Aloin and Marilyn R. Stark, Raymond J. Lubus, Paul and Germaine E. W. d'Evegne, Francis A. Wilkes, Anthony Z. Pirslin et al, Herbert S. and Sydelle T. Ornstein, Howard R. and Dorothy O. Sanford, Dorothy P. and Edith D. James, Edmond G. Hawley, Richard d'Evegne, Francis d'Evegne, and Paul and Germaine E. W. d'Evegne, the following courses of distances to the land now or formerly of the City of Danbury: S 53° 41' 15" W 76.40 feet, S 05° 30' 15" W 50.64 feet, S 02° 45' 53" W 40.57 feet, S 04° 03' 52" W 37.66 feet, S 29° 03' 34" W 9.42 feet, S 19° 21' 06" E 46.49 feet, S 0° 49' 14 E 59.78 feet, S 26° 50' 25" E 28.12 feet, S 11° 22' 04" E 48.22 feet, S 15° 22' 04" E 17.53 feet, S 31° 49' 24" E 29.60 feet, S 34° 11' 42" E 17.30 feet, S 33° 29' 47" E 43.13 feet, S 38° 28' 54" E 41.72 feet, S 33° 55' 36" E 41.11 feet, S 48° 20' 40" E 21.58 feet, S 56° 44' 00" E 36.00 feet, S 22° 08' 41" E 82.29 feet, S 36° 58' 15" E 18.59 feet, S 19° 24' 25" E 41.24 feet, S 18° 38' 15" E 40.94 feet, S 12° 59' 42" W 50.34 feet, S 47° 22' 39" W 12.32 feet, S 11° 04' 57" E 17.14 feet, S 18° 16' 15" W 45.59 feet, S 25° 48' 12" W 17.36 feet, S 2° 41' 40" E 58.25 feet, S 19° 34' 07" E 33.17 feet, S 35° 31' 17" E 65.58 feet, S 0° 18' 13" E 10.00 feet, S 46° 10' 42" E 7.80 feet, S 29° 46' 26" E 12.00 feet, S 4° 53' 26" W 60.74 feet, S 16° 33' 28" E 55.33 feet, S 30° 43' 09" E 23.63 feet, S 65° 42' 23" E 25.69 feet, S 85° 27' 35" E 17.48 feet, N 83° 00' 20" E 82.12 feet, S 76° 37' 08" E 40.90 feet, S 23° 07' 04" E 51.67 feet, S 35° 03' 15" E 36.97 feet, S 10° 53' 22" E 15.04 feet, S 21° 19' 54" W 33.14 feet, S 2° 46' 21" E 25.30 feet, S 12° 38' 52" E 44.78 feet, S 34° 16' 44" E 50.56 feet, S 12° 56' 37" W 45.24 feet, S 74° 17' 23" W 16.69 feet, S 36° 53' 24" E 44.01 feet, S 14° 21' 38" E 73.44 feet, S 24° 13' 01" E 17.84 feet, S 5° 44' 27" W 43.91 feet, S 6° 44' 34" E 69.53 feet, S 6° 33' 33" E 41.39 feet, S 19° 54' 52" E 70.31 feet, S 4° 43' 04" E 40.63 feet, S 42° 24' 41" E 10.98 feet, S 4° 36' 03" E 84.81 feet, S 2° 59' 41" E 80.72 feet, S 0° 29' 28" E 56.29 feet, N 65° 04' 10" E 20.00 feet, S 5° 17' 13" W 27.01 feet, S 21° 15' 15" E 50.54 feet, S 5° 09' 47" W 40.05 feet, S 22° 31' 28" E 38.11 feet, S 15° 44' 13" E 118.26 feet, S 15° 01' 25" E 81.64 feet S 20° 59' 20" E 104.03 feet, and S 42° 07' 11" E 12.44 feet, thence turning and running along land now or formerly of the City of Danbury S 59° 33' 01" W 522.53 feet to a point, thence N 25° 38' 57" W 235.96 feet; thence N 13° 26' 57" W 239.29 feet, thence N 28° 28' 57" W 112.36 feet to a point; thence turning and continuing to run along land now or formerly of the City of Danbury the following courses and distances: S 62° 55' 14" W 109.44 feet, S 62° 14' 14" W 360.47 feet, S 65° 49' 14" W 495.36 feet, S 74° 19' 14" W 689.69 feet to a point on the easterly side of Terre Haute Road so-called, thence turning and running along the said Terre Haute Road the following courses and distances: N 18° 12' 17" W 76.57 feet, N 40° 59' 32" W 111.29 feet, N 50° 49' 35" W 34.83 feet, N 30° 17' 47" W 103.08 feet, N 3° 56' 43" E 58.14 feet, N 11° 28' 55" E 65.31 feet, N 11° 05' 37" W 103.94 feet, N 8° 25' 07" E 46.80 feet to a point which point marks the southwest corner of land now or formerly of Steinberg et al, thence turning and running along land now or formerly of Steinberg et al the following courses and distances: N 79° 30' 28" E 198.76 feet, N 78° 37' 05" E 134.85 feet, N 65° 03' 33" E 47.23 feet, N 82° 33' 05" E 133.97 feet, N 79° 33' 57" E 86.58 feet, N 75° 46' 35" E 205.16 feet, N 78° 30' 49" E 63.77 feet, N 76° 20' 29" E 79.55 feet, N 75° 56' 04" E 187.08 feet, N 74° 00' 17" E 109.14 feet, N 77° 02' 03" E 45.05 feet, N 22° 18' 09" E 95.55 feet, N 23° 16' 52" W 113.41 feet, N 31° 21' 39" W 81.72 feet, N 24° 20' 16" W 187.63 feet, N 23° 35' 07" W 102.39 feet, N 55° 37' 27" W 36.96 feet, N 42° 40' 49" W 9.21 feet, N 50° 48' 23" W 78.69 feet, N 55° 12' 48" W 17.20 feet, N 54° 00' 08" W 153.29 feet, N 59° 21' 56" W 28.98 feet, N 64° 57' 38" W 15.84 feet, S 86° 08' 32" W 97.22 feet, S 82° 05' 24" W 220.97 feet, N 66° 54' 58" W 135.92 feet, N 53° 59' 49" W 67.72 feet to a point on the easterly side of Terre Haute Road, so-called, thence turning and running along said Terre Haute Road N 22° 36' 21" E 151.77 feet, N 76° 54' 50" W 24.85 feet, N 2° 35' 30" W 136.18 feet, N 0° 43' 10" E 99.41 feet, N 11° 09' 10" W 63.82 feet to a point which point marks the southwest corner of land now or formerly of John Denny, thence turning and running along land now or formerly of John Denny, Dorothy L. Talbot, Robert C. and Diane Houston, Donald R. and Nancy Kinkade, Farless C. Fisher, Jr. et ux, John A. and Julie D. Gerth and George E. III and Joyce A. Northrop, the following courses and distances, N 85° 58' 30" 200.37 feet, thence turning and running N 03° 04' 50" W 60.42 feet, thence N 6° 45' 55" E 225.00 feet; thence N 7° 05' 30" E 357.73 feet to a point which point is on the southerly side of land now or formerly of Mae E. Garofalo; thence turning and running along land now or formerly of Mae E. Garofalo, Walter A. and Lillian D. Stickney, Sidney and Carol A. Eisenberg and F. Michael and Nancy L. Palmer et al, the following courses and distances: N 66° 54' 30" E 96.21 feet, N 81° 00' 30" E 52.82 feet, N 89° 16' 30" E 45.92 feet, N 64° 58' 06" E 47.62 feet, N 75° 44' 50" E 29.28 feet, N 79° 41' 50" E 136.14 feet, N 68° 50' 40" E 91.81 feet, N 81° 54' 20" E 16.46 feet, thence turning and running North 8° 13' 20" W 94.00 feet to a point on the southerly side of Sunset Drive, so-called, thence turning and running along Sunset Drive N 77° 32' 50" E 36.54 feet, thence continuing along Sunset Drive on a curve having a radius of 73.85 feet a distance of 13.77 feet to a point which point marks the northwest corner of land now or formerly of Paul J. and Germaine E. d'Evegne, Tr., thence turning and running along land of said d'Evegne Tr. S 8° 13' 20" E 99.09 feet, N 81° 54' 08" E 109.50 feet, thence turning and running along land now or formerly of Paul J. and Germaine E. d'Evegne, Tr., Sandra E. Meeker and Stephen T. and Babette H. Palmer, N 9° 20' 50" E 393.54 feet to a point on the southerly side of Southern Boulevard, thence turning and running along said Boulevard S 66° 59' 50" E 26.05 feet to the point or place of beginning.

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

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

Said premises are conveyed subject to:

1. Any and all provisions of any ordinance, municipal regulation, public law.
2. Taxes due the City of Danbury hereinafter due and payable.
3. The rules and regulations of the Department of Environmental Protection of the State of Connecticut pertaining to the dam area.
4. The rights of others to use the waters of Lake Tarrywile.
5. The right of Paul J. d'Evegne and Germaine E.W. d'Evegne, their heirs and assigns, the right to cross and recross over the passway parcel as shown on the above referenced map to reach the waters of Lake Tarrywile and also for access to Southern Boulevard.
6. A utility easement to the Danbury and Bethel Gas and Electric Company now known as the Connecticut Light and Power Company, which easement is dated April 18, 1945 and is recorded in Volume 218 at Page 157 of the Danbury Land Records.
7. Subject to an easement to the Southern New England Telephone Company dated September 22, 1950 and recorded in Volume 249 at Page 245 of the Danbury Land Records.

#### SECOND PARCEL

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

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

Said premises being more particularly shown and designated as 19.822 Acres as shown on a certain map entitled "Map Prepared for Shelter Rock Corporation, a subsidiary of Ralto Developers, Inc., Terre Haute Road and Tarrywile Lake Road, Danbury, Connecticut, Scale 1" = 100', October 15, 1986", certified substantially correct by C. James Osborne, Jr. and which map is recorded in the Office of the Town Clerk of the City of Danbury to which reference may be had for a more particular description of said premises.

Said premises are more particularly described as follows:

Beginning at a point on the easterly side of Terre Haute Road which point marks the southwest corner of the within described premises thence running the following courses and distances: N 79° 30' 28" E 198.76 feet, N 78° 37' 05" E 134.85 feet, N 65° 03' 33" E 47.23 feet, N 82° 33' 05" E 133.97 feet, N 79° 33' 57" E 86.58 feet, N 75° 46' 35" E 205.16 feet, N 78° 30' 49" E 63.77 feet, N 76° 20' 29" E 79.55 feet, N 75° 56' 04" E 187.08 feet, N 74° 00' 17" E 109.14 feet, N 77° 02' 03" E 45.05 feet, N 22° 18' 09" E 95.55 feet, N 23° 16' 52" W 113.41 feet, N 31° 21' 39" W 81.72 feet, N 24° 20' 16" W 187.63 feet, N 23° 35' 07" W 102.39 feet, N 55° 37' 27" W 36.96 feet, N 42° 40' 49" W 9.21 feet, N 50° 48' 23" W 78.69 feet, N 55° 12' 48" W 17.20 feet, N 54° 00' 08" W 153.29 feet, N 59° 21' 56" W 28.98 feet, N 64° 57' 38" W 15.84 feet, S 86° 08' 32" W 97.22 feet, S 82° 05' 24" W 220.97 feet, N 66° 54' 58" W 135.92 feet, N 53° 59' 49" W 67.72 feet to a point on the easterly side of Terre Haute Road, so-called, thence turning and running along said Terre Haute Road the following courses and distances: S 25° 29' 07" W 16.14 feet, S 9° 54' 03" W 107.54 feet, S 5° 50' 09" W 74.52 feet, S 9° 50' 16" W 175.58 feet, S 36° 52' 12" W 70.00 feet, S 45° 21' 05" W 57.63 feet, S 29° 10' 03" W 123.11 feet, S 22° 22' 48" W 110.31 feet, S 8° 56' 05" W 167.46 feet, S 10° 47' 37" W 230.36 feet, to the point or place of beginning.

Together with all of the grantors right, title and interest in and to the roadway known as Terre Haute Road abutting said premises and to those premises shown and designated as "Parcel 2", 60.3 more or less acres, as shown on the above referenced map.



3

# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

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

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

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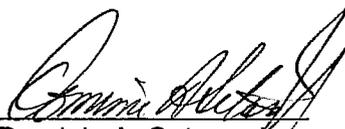
## M E M O R A N D U M

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**DATE:** July 25, 2000  
**TO:** Hon Gene F. Eriquez,  
via the Common Council  
**FROM:** Dominic A. Setaro, Jr., Director of Finance  
**RE:** **Resolution – Union Savings Bank Foundation**  
**CC:** K. G. Redenz, L. McIlrath

Attached for your review is a resolution that will allow the City of Danbury Department of Elderly Services to apply for and accept funding in the amount of \$12,300.00 from the Union Savings Bank Foundation to purchase appliances for Elmwood Hall. There is no local cash match.

Attached is a copy of the grant application for your review. The Common Council is requested to consider this resolution at its next meeting.

  
Dominic A. Setaro, Jr.

Attach.



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

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

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Union Savings Bank Foundation, Inc. has made funding in the amount of \$12,300.00 available to the City of Danbury for the purposes of purchasing kitchen appliances for Elmwood Hall; and

WHEREAS, this grant requires no local match;

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Gene F. Eriquez be and hereby is authorized to apply for and to accept said grant funds for the purposes proposed, and to execute such documents as may be required to effectuate the purposes thereof.

**GRANT APPLICATION FORM**

**Organization** Dept. of Elderly Services/ City of Danbury

**Organization Tax ID#** \_\_\_\_\_

**Name of Contact** Leo E. McIlrath

**Position** Director

**Address** 80 Main Street

**City** Danbury,

**State** CT **Zip** 06810

**Telephone** (203) 797-4686 **Fax** 796-1645 **email** \_\_\_\_\_

**Amount Requested** \$12,300.00

**Purpose of Organization** The work on behalf of the Older Citizens of Danbury and Greater Danbury, providing a number of appropriate activities, programs and services which are geared to their maintaining a well-integrated life. These include Outreach, Information and Referral; Education and Leisure-Time Activities; Benefits and Emotional Counseling; Intercultural & Intergenerational Activities; Volunteer Opportunities.

**(Please attach sheet if necessary)**

**Description of the program in need of funding** We are adding an addition to the Danbury Senior Center - "Elmwood Hall." In order to cut the cost of the new facility -we are seeking funds to offset the kitchen appliances cost. These include: Commercial Stove, Refrigerator, sinks, serving table, etc. This kitchen will provide for a meal site for senior citizens (both nutrition and social services will be included.)

**(Please attach sheet if necessary - No longer than one page)**

**Please attach a copy of a budget for the program in need of funding.**

(Enclosed)

**Please attach a copy of your most recent financial statement.**

(Enclosed)

**Please attach a list of Board of Directors.**

( Commission on Aging - Enclosed)

**Mail request to:  
Union Savings Bank Foundation, Inc.  
P.O. Box 647  
Danbury, CT 06813-0647**



4

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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

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

---

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

---

**DATE:** July 25, 2000  
**TO:** Hon Gene F. Eriquez  
via the Common Council  
**FROM:** Dominic A. Setaro, Jr., Director of Finance  
**RE:** **Resolution – School Based Health Center**  
**CC:** K. G. Redenz, W. Campbell

Attached for your review is a revised resolution that will allow the City of Danbury Department of Health and Housing to apply for and accept additional funding in the amount of \$102,040 (for a total of \$406,040) from the State of Connecticut, Department of Health Services. There is no local cash match. The grant term is for two separate one-year periods. The amount of \$202,000 is for the time-period July 1, 1999 through June 30, 2000. The second year will be July 1, 2000 through June 30, 2001 for \$204,040.

Attached is a copy of the project budget for your review. The Common Council is requested to consider this resolution at its next meeting.

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

Attach.

**Budget Period:** 7/01/00 to 6/30/01

Contract Period: 07/01/99 to 06/30/01

Program: School-Based Health Centers  
Danbury High School and Broadview Middle School

Category	Amount
<b>Personnel:</b>	
<b>1. Name &amp; Position: M. S. Bonjour, Clinic Coordinator</b>	
Calculation: 17.5 hrs/wk @ \$23.46/hr x 53 wks (Incl. 1 week sick pay required by City)	\$21,759
Fringe Benefit: FICA 7.65% x \$21,759 = \$1,665.00 W/C .30/100 * \$21,759 x .425034 = \$28.00 (x 20% anticipated rate increase during FY 2000/20001) = \$5.60 Medical (Family) \$883.95 x 6 months = \$5,304.00 Life .51/1000 * \$21,759 x 12 month = \$133.00 Disability .42/100 of annual salary \$92.00 Public Liability 3.585/1000 total expenditures = \$731.00	\$7,960       \$731
<b>2. Name &amp; Position: J.M. Harrison, Nurse Practitioner #1</b>	
Calculation: 18 hrs/wk x \$35.14/hr x 44wks	\$27,831
Fringe Benefit: FICA 7.65% x \$27,831 = \$2,129.00 W/C 4.13/100 * \$27,831 * .425034 = \$489.00 (x 20% anticipated rate increase during FY 2000/2001) = \$98.00	\$2,716
<b>3. Name &amp; Position: S.M. Levasseur, Nurse Practitioner #2</b>	
Calculation: 30 hrs/wk @ \$35.14 x 44 wks	\$47,912
Fringe Benefit: FICA 7.65% x \$47,912 = \$3,665 W/C 4.13/100 * \$47,912 * .425034 = \$814.00 (x20% anticipated rate increase during FY 2000/2001) = \$163.00	\$4,642
<b>4. Name &amp; Position: R.A. Williams, Medical Assistant #1</b>	
Calculation: 30 hrs/wk @ \$15.23/hr x 44 wks	\$20,373
Fringe Benefit: FICA 7.65% x \$20,373 = \$1,559.00 W/C .30/100 * \$20,104 * .425034 = \$26.00 (x 20% anticipated rate increase during FY 2000/2001) = \$5.00	\$1,590
<b>5. Name &amp; Position: Medical Assistant # 2 (To Be Appointed)</b>	
Calculation: 25 hrs/wk @ \$15.23/hr x 44 wks	\$16,753
Fringe Benefit: FICA 7.65% x \$16,977 = \$1,299.00 W/C .30/100 * \$16,753 * .425034 = \$21.00 (x 20% anticipated rate increase during FY 2000/2001) = \$4.00	\$1,324
<b>6. Name &amp; Position: S. Y. Tredennick, Social Worker #1</b>	
Calculation: 13 hrs/wk @ \$24.59/hr x 44 wks	\$14,065
Fringe Benefit: FICA 7.65% x \$14,065 = \$1,076.00 W/C 4.13/100 * \$14,065 * .425034 = \$247 (x 20% anticipated rate increase during FY 2000/2001) = \$50.00	\$1,373

7. Name & Position: Social Worker #2 (To Be Appointed)	
Calculation: 12 hrs/wk @ \$24.95/hr x 44 wks	\$13,412
Fringe Benefit: FICA 7.65% x \$13,412 = \$1,026.00	\$1,300
W/C 4.13/100 *\$13,412 * .425034 = \$228.00	
(x 20% anticipated rate increase during FY 2000/2001) = \$46.00	
8. Travel	
9. Training	
10. Educational Materials	
11. Office Supplies & Furnishings	\$1,000
12. Medical Materials/Supplies	\$1,017.40
13. Contractual (Subcontracts)***	
a) Medical Director, Dr. John H. Gundy, MD	\$6,160
b) Social Work Consultant	\$2,960
c) Laboratory Services	\$1,000
14. Telephone	In-Kind
15. Advertising	
16. Dues & Subscriptions	
17. Other Expenses (List Below)	
a) Grant Administration Fee @ 2% grant total	\$4,080.80
b) Audit Fee @ 2% grant total	\$4,080.80
18.	
19. Indirect Costs	
<b>Total DPH Grant</b>	<b>\$204,040</b>
Other Program Income: \$3,000 Billing Revenue	

\*\*\* Complete Subcontractor Schedule A

Contract Budget Summary #1

Budget Justification Schedule B  
City of Danbury 2000-137  
Budget Period: 7/1/00 to 6/30/01

Contract Period: 07/01/99 to 06/30/01

Program: School Based Health Centers - Danbury High School and Broadview Middle Schools

Line Item (Description)	Amount	Justification including Breakdown of Costs
<b>Personnel:</b> M.S. Bonjour, Clinic Coordinator	\$21,759	17.5 hrs/wk @ \$23.46/hr x 53 wks (includes one-week sick pay benefit)
<b>Fringe Benefit</b>	\$7,960 \$731	Total salary charged to grant x approx. 36.58% FTE rate Public Liability 3.585/1000 of total expenditures
<b>Personnel:</b> J.M. Harrison, Nurse Practitioner #1	\$27,831	18 hrs/wk @ \$35.14/hr x 44 wks
<b>Fringe Benefit</b>	\$2,716	Total salary charged to this x approx. 9.75% PTE rate
<b>Personnel:</b> S.M. Levasseur, Nurse Practitioner #2	\$47,912	30 hrs/wk @ \$35.14/hr x 44 wks
<b>Fringe Benefit</b>	\$4,642	Total salary charged to grant x 9.75% PTE rate
<b>Personnel:</b> R.A. Williams, Medical Assistant #1	\$20,373	30 hrs/wk @ \$15.23/hr x 44 wks
<b>Fringe Benefit</b>	\$1,590	Total salary charged to grant x 8% PTE rate
<b>Personnel:</b> To Be Appointed; Medical Assistant #2	\$16,753	25 hrs/wk @ \$15.23/hr x 44 wks
<b>Fringe Benefit</b>	\$1,324	Total salary charged to grant x 8% PTE rate
<b>Personnel:</b> S.Y. Tredennick, Social Worker #1	\$14,065	13 hrs/wk @ \$24.59/hr x 44 wks
<b>Fringe Benefit</b>	\$1,373	Total salary charged to this grant x approx. 9.75% PTE rate
<b>Personnel:</b> To Be Appointed; Social Worker #2	\$13,412	12 hrs/wk @ \$24.95/hr x 44 wks
<b>Fringe Benefit</b>	\$1,300	Total salary charged to grant x approx. 9.75% PTE rate
<b>Office Supplies &amp; Furnishing</b>	\$1,000	Table for SW office @ Middle School (approx. \$500); misc. expend. Sup. incl. paper, diskettes, folders, etc.
<b>Medical Materials/Supplies</b>	\$1,1017.40	Misc. expendible med. Supplies incl. topical dressings, ointments, syringes, otc medications, etc.
<b>Contractual Services:</b> Dr. John H. Gundy, MD SBHC Medical Director	\$6,160	2 hrs. consultation services per week x \$70/hr x 44 weeks
<b>Contractual Services:</b> To Be Determined; Social Work Consultative Services	\$2,960	2 hrs./wk @ \$45/hr x 44 weeks
<b>Contractual Services:</b> Danbury Hospital Dept. of Pathology	\$1,000	Miscellaneous Laboratory Procedures- 25 tests @ approximately \$40 each
<b>Grant Administration Fee</b>	\$4,080.80	2% charged to grant total per contract year
<b>Audit Fee</b>	\$4,080.80	2% charged to grant total per contract year

**Subcontractor Schedule A-Detail**

City of Danbury 2000-137

Budget Period: 7/01/00 to 6/30/01

Program: School-Based Health Centers - Danbury High School and Broadview Middle School

Contract Period: 07/01/99 to 06/30/01

Provide the Following Detail for each Subcontractor listed in Summary:

#1

Subcontractor Name: Dr. John H. Gundy, MD

Address: 300 Federal Road, Brookfield, Connecticut 06804

Telephone: (203) (775 - 1118)

Select One: A  Budget Basis B  Fee-for-Service C  Hourly Rate

Indicate One:  MBE  WBE  Neither

Line Item	Amount
Consulation Services to clinic medical staff as SBHC Medical Director 2 hrs/week x \$70.00/hr x 44 weeks	\$6,160
Total Subcontract Amount:	\$6,160

#2

Subcontractor Name: Danbury Hospital Department of Pathology Labs

Address: 24 Hospital Avenue, Danbury, Connecticut 06810

Telephone: (203) (731 - 8012)

Select One: A  Budget Basis B  Fee-for-Service C  Hourly Rate

Indicate One:  MBE  WBE  Neither

Line Item	Amount
Miscellaneous Laboratory test procedures - 25 tests @ approximately \$40/test	\$1,000
Total Subcontract Amount:	\$1,000

**Subcontractor Schedule A-Detail**

City of Danbury 2000-137

Budget Period: 7/01/00 to 6/30/01

Program: School-Based Health Centers - Danbury High School and Broadview Middle School

Contract Period: 07/01/99 to 06/30/01

Provide the Following Detail for each Subcontractor listed in Summary:

#3

Subcontractor Name: To Be Determined

Address: Telephone: ( ) ( - )

Select One: A  Budget Basis B  Fee-for-Service C  Hourly Rate

Indicate One:  MBE  WBE  Neither

Line Item	Amount
Consulation Services to social work staff 2 hrs/week x \$45.00/hr x 44 weeks	\$2,960
Total Subcontract Amount:	\$2,960

#4

Subcontractor Name:

Address:

Telephone: ( ) ( - )

Select One: A  Budget Basis B  Fee-for-Service C  Hourly Rate

Indicate One:  MBE  WBE  Neither

Line Item	Amount
Total Subcontract Amount:	

**Contract Budget Summary #1 Subcontractor Schedule A-Summary**

City of Danbury 2000-137

Budget Period: 7/01/00 to 6/30/01

Contract Period: 07/01/99 to 06/30/01

Program: School-Based Health Centers - Danbury High School and Broadview Middle School

	Name	Indicate One			Amount
		MBE	WBE	N/A	
1.	Dr. John H. Gundy, MD	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$6,160
2.	Danbury Hospital Pathology Labs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$1,000
3.	Social Work Consultant (TBD)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$2,960
4.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Total</b>					\$10,120



# 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 Health Services has notified the Department of Health and Housing of the City of Danbury of the City's eligibility to apply for a School Based Health Center Continuation Grant in an amount not to exceed \$406,040; and

WHEREAS, the grant term will cover a two year period of July 1, 1999 through June 30, 2000 for \$202,000 and a second year July 1, 2000 to June 30, 2001 for an additional \$204,040 with no local match required; and

WHEREAS, the State's purpose in providing these funds is to enable the City's Health and Housing Department to provide the age appropriate accessible and affordable medical and mental health care services of Danbury High School students.

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury is hereby authorized to apply to the State of Connecticut Department of Health Services for said grant funds and to accept the award if offered; and

BE IT FURTHER RESOLVED THAT Mayor Gene F. Eriquez is hereby authorized to take any and all actions necessary to effectuate the purposes hereof.



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

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

August 1, 2000

Honorable Members of the Common Council  
City of Danbury, Connecticut

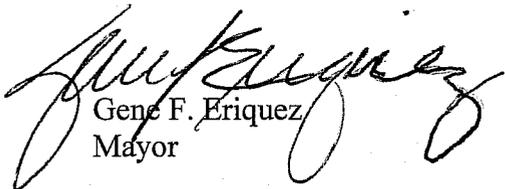
Dear Council Members:

Attached is a Resolution for your consideration that will forward the Main Street North Streetscape Improvement project.

As you know, we have secured over \$1.1 million in federal funds and have allocated our local share through Vision 21 proceeds to begin and successfully complete this exciting project.

Thank you for your consideration.

Sincerely,



Gene F. Eriquez  
Mayor



## RESOLUTION

**CITY OF DANBURY, STATE OF CONNECTICUT**

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

**RESOLVED** by the Common Council of the City of Danbury:

Federal Project No. TEA-1034 (101)  
State Project No. 34-302  
City Project No. 98-08

**PROJECT:** Main Street North TEA-21 Streetscape Project

THAT, Gene F. Eriquez, Mayor of the City of Danbury, be and hereby is authorized to sign the agreement entitled "AGREEMENT BETWEEN THE STATE OF CONNECTICUT AND THE CITY OF DANBURY FOR THE DEVELOPMENT OF CONTRACT PLANS, SPECIFICATIONS AND ESTIMATES FOR THE MAIN STREET NORTH STREETScape UTILIZING FEDERAL FUNDS UNDER THE ENHANCEMENT COMPONENT OF THE SURFACE TRANSPORTATION PROGRAM", together with such other supplemental or related and necessary documents as may be necessary for the accomplishment of the purposes thereof.

Agreement No.

AGREEMENT  
BETWEEN THE STATE OF CONNECTICUT  
AND  
THE CITY OF DANBURY  
FOR THE  
DEVELOPMENT OF CONTRACT PLANS, SPECIFICATIONS AND ESTIMATES  
FOR THE  
MAIN STREET NORTH STREETScape  
UTILIZING FEDERAL FUNDS UNDER THE  
ENHANCEMENT COMPONENT OF  
THE SURFACE TRANSPORTATION PROGRAM

State Project No. 34-302

Federal-aid Project No. TEA-1034(101)

THIS AGREEMENT, concluded at Newington, Connecticut, this     day of     , 2000, by and between the State of Connecticut, Department of Transportation, James F. Sullivan, Commissioner, acting herein by James F. Byrnes, Jr., Chief Engineer, Bureau of Engineering and Highway Operations, duly authorized, hereinafter referred to as the State, and the City of Danbury, City Hall, 155 Deer Hill Avenue, Danbury, Connecticut 06810, acting herein by Gene F. Eriquez, Mayor, hereunto duly authorized, hereinafter referred to as the Municipality.

WITNESSETH, THAT,

WHEREAS, the Municipality has requested that design activities be undertaken in conjunction with the construction of the Main Street North Streetscape, hereinafter referred to as "improvements," and

WHEREAS, said improvements include, but are not limited to, granite curbing, sidewalk, decorative pavers, landscaping and ornamental lighting, located within the CT Route 53 right-of-way, starting at Kennedy Avenue ending at Downs Street, herein identified as State Project No. 34-302 and Federal-aid Project No. TEA-1034(101), hereinafter referred to as the Project, and

WHEREAS, the Transportation Equity Act for the 21<sup>st</sup> Century of 1998 provides funding authorization "for Federal-aid highways, highway safety programs, and transit programs, and for other purposes," and

WHEREAS, the Project is eligible for funding under the Surface Transportation Program (STP) as defined in Title I, Section 1108 of the Act, and

WHEREAS, Public Act No. 99-181 of the Connecticut General Statutes, as revised, provides that, "(a) The commissioner may enter into agreements for the acceptance and expenditure of funds concerning federal surface transportation urban program roadways or facilities and eligible federal surface transportation rural collector roadways or facilities with the United States Secretary of Transportation or local officials, or both, to develop plans and establish programs for, and construct improvements on or to such roadways or facilities using appropriations made to the Department of Transportation by the General Assembly and apportionments to the Department of Transportation by said Secretary of Transportation under the provisions of the Transportation Equity Act for the 21<sup>st</sup> Century, all amendments thereto and all applicable federal regulations.", and

NOW, THEREFORE, KNOW YE THAT:  
THE MUNICIPALITY SHALL:

- (1) Designate an individual to act as liaison with the State and consultant(s) to provide for the proper interchange of information concerning the Project. The signatory of this Agreement or successor will be considered the liaison unless other provisions are made. The liaison will be responsible for coordination with municipal agencies, monitoring consultant progress and assuring that prime consultant(s) conform to disadvantaged business enterprise requirements.
- (2) Design the Project to standards acceptable to the State and the Federal Highway Administration and within the designated time frame established for the Project.
- (3) Use the "Consultant Selection, Negotiation and Contract Monitoring Procedures for Town administered Project", dated February 1992, to retain or employ assistants or consultants for the development of the required plans, specifications, estimates and other project information, reports, statements, studies and environmental permit applications. Written documentation of procedures utilized for retention, employment or selection of such assistants and/or consultants shall be provided to the State.
- (4) Submit to the State for review, before execution, any proposed agreements between the Municipality and consultant(s), to affirm compliance with State and Federal requirements. Written approval of all agreements, supplements to agreements, and extra work claims pertaining to the Project will be obtained from the State before work is authorized by the Municipality.
- (5) Agree that no reimbursable costs may be incurred by the Municipality in conjunction with consultant agreements or supplements to consultant agreements prior to the State's written approval.

The Municipality shall also insure that the burden, fringe, overhead and profit on any consultant agreement shall not exceed One Hundred Fifty Percent (150% - for Home Office), One Hundred Twenty-five Percent (125% - for Field Office), and One Hundred Sixty-five Percent (165% - Environmental) of salary costs. Also, the maximum hourly rate for principals in any consultant agreement shall not exceed Thirty-five Dollars (\$35.00) per hour including burden, fringe, overhead

and profit. Travel (mileage) costs shall be reimbursed in accordance with the latest State Travel Regulations - State Managers limiting amounts. These maximum allowable costs as well as other parameters established for consultant agreements which must be complied with, when applicable, are contained in Office of Policy and Management's General Letter No. 97-1, dated November 21, 1996, which is incorporated herein by reference hereto. Computer Aided Design and Drafting (CADD) will be reimbursed through the overhead rate only.

(6) Pay for professional engineering services or other assistance in developing the construction contract plans, specifications, estimates, specialized reports and preliminary right-of-way activities for the Project. Approved expenditures will be reimbursed by the State under the provisions of Articles (8), (18) and (25) of this Agreement.

(7) Agree, in the event municipal equipment is used to obtain test pit or other information for the development of plans, specifications and estimates, that equipment rates, based on a municipal audit acceptable to the State, will be used for billing. In the absence of acceptable municipal rates, the State's rates acceptable to the Federal Highway Administration, for the year of use will be used. In the absence of acceptable State rates, rates developed by the Federal Emergency Management Agency (FEMA) for the year of use will be employed.

(8) Submit invoices (Form CLA-3), municipal certification of the invoices, supporting payroll data, and direct cost charges for expenses incurred for maximum periods of sixty (60) days during active design periods of the Project. Each voucher submitted for payment will be accompanied by a progress report certified by the Municipality of the phase of work and percentage of work completed for the invoice period. Municipal costs shall be limited to actual payroll, fringe benefits associated with payroll and approved direct cost charges for the Project. A listing of all municipal personnel, including titles, salaries or rates of pay, and fringe benefit factor will be provided to the State by the Municipality prior to the start of work for all municipal personnel to be assigned to engineering activities on the Project.

(9) Acknowledge and agree to comply with "Agreements with Goals, Special Provisions, Disadvantaged Business Enterprises as Subcontractors for Federal Funded Projects," dated December, 1996, insofar as preliminary engineering work is concerned, a copy of which is attached hereto and made a part of this Agreement.

(10) Reimburse the State for all expenditures incurred by the State on the Project in the event the Project is canceled by the Municipality without "good cause". However, the Municipality may request cancellation of the Project, and if determined by the State and the Federal Highway Administration to be justifiable and with "good cause", Federal participation in expenditures will be provided up to the percentage of acceptable work complete to the approved date of cancellation. A shift in municipal priorities or lack of municipal funding are considered to be within the control of the Municipality and will not be considered as "good cause."

- (11) Conduct a public involvement program in compliance with State requirements.
- (12) Submit to the State for review any plans, specifications, estimates, and other information developed for the Project by municipal engineering forces or by its consultant. Design submittals will be in accordance with the Consultant Engineers Manual of the Department of Transportation, as revised.
- (13) Permit the State and Federal Highway Administration to review, at any time, all work performed under the terms of this Agreement.
- (14) Issue an appropriate order to any utility to readjust or relocate or remove its utility facility located within the Municipal right-of-way and shall take all necessary legal action provided under Section 7-148 of the Connecticut General Statutes, as revised, to enforce compliance with the issuance of such order.
- (15) Assume full legal responsibility for the accuracy of all products of its work or that of its consultant or other assistants under this Agreement and shall so indicate by having the signature and the Connecticut Professional Engineer's Seal of the Municipal Engineer and/or its Consultant Engineer in charge of the work performed under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents.

In addition, the title sheet(s) of all plans and/or documents will be signed by the authorized individual within the Municipality responsible for receipt of "official notices."

- (16) Agree that the State, on written notice, may suspend, postpone, abandon, or terminate this Agreement, and such action shall in no event be deemed a breach of contract. Such suspension, postponement, abandonment, or termination may come about for the convenience of the State or may become necessary as a result of the Municipality's and/or its consultant's failure to render to the State's satisfaction the services required under this Agreement, including the progress of work on such services. Upon receipt of written notification from the State that this Agreement is to be terminated, the Municipality and/or its consultant shall immediately cease operations on work being performed under this Agreement and shall assemble all material that has been prepared, developed, furnished, or otherwise obtained under the terms of this Agreement. Said materials shall include, but not be limited to, documents, plans, computations, drawings, notes, records and correspondence. The State shall review this material and will determine the amount of acceptable work performed under the terms of this Agreement. The Municipality agrees to accept the State's evaluation of the percent of work completed to the date of suspension, postponement, abandonment or termination.
- (17) Comply with the provisions contained in Exhibit A entitled "Administrative and Statutory Requirements", dated November 15, 1999, a copy of which is attached hereto and hereby made part of this Agreement.

THE STATE SHALL:

(18) Use apportionments made available to the State under the Enhancement component of the Surface Transportation Program to reimburse the Municipality for the Federal share of participating Project costs. Eighty percent (80%) of the certified amount expended by the Municipality and approved by the State as participating Project costs under the terms of this Agreement will be reimbursed by the State.

(19) Provide services which may include, but not be limited to, engineering reviews, cost estimates, public hearing assistance, contract development, and liaison with other governmental agencies that may be necessary for proper development of the Project.

THE STATE AND MUNICIPALITY MUTUALLY AGREE:

(20) That final payments will be based on a post-engineering audit performed by the State using the percentages set forth in Articles (18) and (25) of this Agreement. The Municipality is also required to perform an audit in accordance with Article (12) of Exhibit A.

(21) To enter into agreements relative to acquisition of rights-of-way, construction, and utility adjustments with municipally-owned facilities as are necessary to complete the Project.

(22) That this Agreement shall terminate when one of the following conditions is met:

- a. Upon satisfactory completion of the conditions stated herein.
- b. Upon mutual consent of the Municipality, the State and the Federal Highway Administration.
- c. Upon written notice from the State that the Agreement is terminated including cancellation or termination by the State Labor Commissioner under the terms of this Agreement.

(23) That any official notice from one such party to the other such party, in order for such notice to be binding thereon, shall:

(a) Be in writing addressed to:

I) When the State is to receive such notice:

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

ii) When the Municipality is to receive such notice:

Mayor  
City Hall  
155 Deer Hill Avenue  
Danbury, Connecticut 06810;

- (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(ies) 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(ies); 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.

- (24) (a) That additional work authorized, in writing, by the State that results in an accumulative fee of less than ten percent (10%) of the "Estimated Municipal Cost", which cost is identified under Article (25) of this Agreement, shall be reimbursed under the terms of this Agreement.
- (b) That additional work authorized, in writing, by the State that results in an accumulative fee of ten percent (10%) or more of the total "Estimated Municipal Cost", which cost is identified under Article (25) of this Agreement, shall be reimbursed under a supplemental agreement.

(25) That the preliminary engineering cost estimate for the Project is as follows:

State Project No. 34-302	Federal-aid Project No. TEA-1034(101)
A. Estimated Municipal Cost .....	\$174,900
B. Estimated Federal Share (80% of A) .....	\$139,920
C. Estimated Municipal Share (20% of A) .....	\$34,980
D. Estimated Reimbursement to the Municipality (80% of A) .....	\$139,920

The maximum amount of reimbursement to the Municipality under the terms of this Agreement is One Hundred Thirty-nine Thousand, Nine Hundred Twenty Dollars (\$139,920), unless revised under the provisions of Article (24) of this Agreement.

(26) That the State will assume no liability for payment under the terms of this Agreement until the State has received Federal authorization to proceed with the preliminary engineering phase of the Project and the Municipality is notified in writing by the State that said Agreement has been approved by the Attorney General of the State of Connecticut.

Agreement No.

IN WITNESS WHEREOF, the parties hereto have 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)  
James F. Byrnes, Jr.  
Chief Engineer  
Bureau of Engineering and  
Highway Operations

\_\_\_\_\_  
Name:

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

CITY OF DANBURY

\_\_\_\_\_  
Name:

By \_\_\_\_\_ (Seal)  
Gene F. Eriquez  
Mayor

\_\_\_\_\_  
Name:

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

APPROVED AS TO FORM:

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

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

AGREEMENTS WITH GOALS  
SPECIAL PROVISIONS  
DISADVANTAGED BUSINESS ENTERPRISES  
AS SUBCONTRACTORS FOR FEDERAL FUNDED PROJECTS

December, 1996

NOTE: For the purpose of this Special Provision, "Contractor" is construed to mean consultant, second party or any other entity doing business with Connecticut Department of Transportation (CONNDOT), excluding construction contractors. Certain requirements and procedures stated in this Special Provision are applicable prior to the execution of the agreement. When the contractor is a CONNDOT certified Disadvantaged Business Enterprise (DBE), the set-aside percentage (Section III A) and the requirements in this Special Provision do not apply. However, if there is an intent to subcontract, the contractor will make every "good faith" effort to provide an equitable opportunity for DBE contractors to compete.

I. GENERAL

- A. The contractor shall cooperate with the Connecticut Department of Transportation (CONNDOT) and the Federal Government in implementing the required contract obligations concerning Disadvantaged Business Enterprise (DBE) utilization on this contract in accordance with Section 106C of the Surface Transportation Assistance Act of 1987, as amended (Pub. L 100-17) and 49 C.F.R. Part 23, as revised. The contractor shall also cooperate with CONNDOT and the Federal Government in reviewing the contractor's activities relating to this provision. If the contractor is a CONNDOT certified Disadvantaged Business Enterprise, the contract set-aside requirements of this Special Provision do not apply. This Special Provision is in addition to all other equal opportunity employment requirements of this contract.
- B. The contractor shall designate a liaison officer who will administer the contractor's DBE program. Upon execution of this contract, the name of the liaison officer shall be furnished to the Office of Contract Compliance of CONNDOT, in writing.
- C. For the purpose of this Special Provision, DBE(s) intended to be used to satisfy the set-aside requirements must be certified by CONNDOT's Office of Contract Compliance as a Disadvantaged Business Enterprise (DBE).
- D. If the contractor allows work designated for DBE participation required under the terms of this agreement and required under Paragraph III C to be performed by other than the approved DBE organization prior to concurrence, CONNDOT will not pay the contractor for the value of the work performed by organizations other than the DBE designated.
- E. If the contractor is unable to achieve the specified agreement goals for DBE participation, the contractor shall submit written documentation to CONNDOT's initiating unit indicating his good faith efforts to satisfy goal requirements. Documentation is to include but not be limited to the following:
  1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by DBE(s) in order to increase the likelihood of achieving the stated goal.
  2. A detailed statement, including documentation of the efforts made to contact and solicit agreements with DBE(s) on CONNDOT's approved DBE certification list, including the names, addresses, dates and telephone numbers of each DBE contacted, and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.
  3. For each DBE that submitted a subcontract proposal, which the contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.
  4. Documents to support contacts made with CONNDOT requesting assistance in satisfying the agreement specified or adjusted DBE percentage requirements.
  5. Document other special efforts undertaken by the contractor to meet the defined goal.
  6. In the event of an increase in the agreement total, the contractor will be subject to the same requirements as in 1, 2 and 3 above.
- F. Failure of the contractor to have at least the specified or adjusted percentage of this agreement performed by DBE(s) as required in Paragraph III-A will result in the reduction in agreement payments to the Contractor by an amount determined by multiplying the final agreement value by the specified or adjusted percentage required in Paragraph III-A and subtracting from that result, the dollar payments for the work actually performed by DBE(s). However, in instances where the contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted percentage to the satisfaction of CONNDOT, no reduction in payments will be imposed.
- G. All records must be retained for a period of three years following completion of the agreement and shall be available at reasonable times and places for inspection by authorized representatives of CONNDOT and Federal agencies.
- H. Nothing contained herein, is intended to relieve any contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this agreement.

II. DEFINITIONS: (49 C.F.R. Part 23, Subpart A, C & D NOTE: Where these definitions are inconsistent with the definitions of Section 23.5 of this Part, these definitions control for purposes of Subpart D. The definitions of Section 23.5 control for all other purposes under Part 23.

- A. "Disadvantaged Business Enterprise" (DBE) means a small business concern:
  1. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
  2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

EXHIBIT A

ADMINISTRATIVE AND STATUTORY REQUIREMENTS

THE MUNICIPALITY AGREES:

(1)(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 management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes Section 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 Municipality agrees and warrants that in the performance of the contract such Municipality 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 Municipality 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 Municipality 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 Municipality that such disability prevents performance of the work involved; (2) the Municipality agrees, in all solicitations or advertisements for employees placed by or on behalf of the Municipality, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission, (3) the Municipality agrees to provide each labor union or representative of workers with which such Municipality has a collective bargaining agreement or other contract or understanding and each vendor with which such Municipality has a contract or understanding, a notice to be provided

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by the Commission advising the labor union or workers' representative of the Municipality's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment, (4) the Municipality agrees to comply with each provision of this section and Connecticut General Statutes Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes Sections 46a-56, 46a-68e and 46a-68f; (5) the Municipality 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 Municipality as relate to the provisions of this section and Section 46a-56. If the contract is for a public works contract, the Municipality agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the Municipality's good faith efforts shall include but shall not be limited to the following factors: The Municipality'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 Municipality shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Municipality 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 Municipality 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 Connecticut General Statutes Section 46a-56, provided if such Municipality becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Municipality 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 Municipality 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

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or amended from time to time during the term of this contract and any amendments thereto.

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

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

(3) That this Agreement is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, this Agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

(4) That this Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting

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agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut State Employment Service.

(5) The Municipality agrees that the attached "Policy Statement, Policy No. Administrative 19, dated September 1, 1999, Subject: Policy on D.B.E.'s, is hereby attached and made a part of this Agreement. The State advises the Municipality that failure to carry out the requirements set forth in this policy statement shall constitute a breach of contract and may result in termination of this Agreement by the State or such remedy as the State deems appropriate.

(6) To acknowledge and agree 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.

(7) To acknowledge and agree 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.

(8) That suspended or debarred consulting engineers, 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 of the time of contract award or commencement of work.

1. The signature on the Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality 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

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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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b. 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 Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Agreement.

The Municipality 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 the proposal, that neither it nor its principals are 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.

(9) To comply with the Regulations of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21), issued in implementation of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d - 2000d-4, and Appendix "CR" attached hereto, both of which are hereby made a part of this Agreement.

(10) That during the terms of this Agreement, including any extension thereof, the Municipality shall indemnify and save harmless the State, its officers, agents, and employees from all claims, suits, action, damages, and costs of every name and description resulting from or arising out of operations conducted by the Municipality under this Agreement, including any supplements thereto, or project-related work

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conducted prior to the execution of this Agreement, and that such indemnification shall not be limited by reason of any insurance coverage.

(11) To not use the defense of Governmental Immunity in the adjustment of claims or in the defense of any suit, unless requested by the State. The Municipality retains the right to use its Governmental Immunity against any party other than the State.

(12) To comply with the following audit requirements in conjunction with the Project herein described:

(a) FEDERAL SINGLE AUDIT: Each Municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$300,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$300,000 shall be exempt for such fiscal year.

(b) STATE SINGLE AUDIT: Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$100,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) Sections 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a Program audit; 2) less than \$100,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the audit report must be in accordance with government auditing standards (1994 Revision) issued by the Comptroller General of the United States.

The audit report shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable.

The audited Municipality shall provide supplementary schedules with the following program/grant information: the program/grant number, ConnDOT project number, Federal project number, phase and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the audit report. Federal and State programs/grants should be listed separately. (See attached schedule entitled "Supplementary Program Information" for format.)

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Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local Funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by the Connecticut Department of Transportation must be reconciled and resolved immediately

Except for those projects advertised by the State, the audited Municipality shall retain all records for seven (7) years after issuance of the project's certification of acceptance or three (3) years after receipt of the final Federal payment, whichever is later, provided there is no pending litigation. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books, computations, contractor's payrolls, EEO/AA records/reports, and any other project related records. The audited Municipality must obtain written approval from the appropriate division within the Connecticut Department of Transportation prior to destruction of any records and/or documents pertinent to this Agreement.

The Municipality shall require that the workpapers and reports of the independent CPA be maintained for a minimum of three (3) years from the date of the Audit Report.

The State requires the right to audit or review any records/workpapers of the entity or municipality and the CPA pertaining to the Agreement.

(13) Certification for Federal-Aid Contracts-(For contracts exceeding \$100,000)

The Municipality certifies, by signing and submitting this Bid, Agreement, Contract, Proposal, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement,

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and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

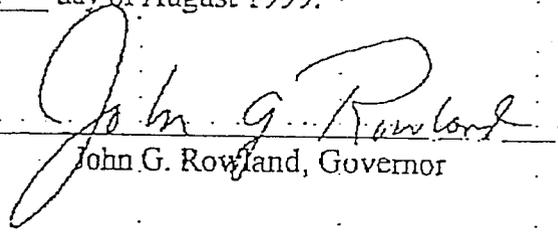
This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Municipality also agrees by submitting his/her/its Bid, Agreement, Contract, Proposal that he/she/it shall require that the language of this Certification be included in all lower tier subcontractors which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

(14)(a) That pursuant to Section 4a-60a of the Connecticut General Statutes, (1) The Municipality agrees and warrants that in the performance of the contract such Municipality 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 Municipality agrees to provide each labor union or representative of workers with which such Municipality has a collective bargaining agreement or other contract or understanding and each vendor with which such Municipality 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 Municipality's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Municipality 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 Municipality agrees to provide the Commission on

3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.
4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor.
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.
7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take effect immediately.

Dated in Hartford, Connecticut this 4th day of August 1999.

  
\_\_\_\_\_  
John G. Rowland, Governor

Filed this 4th day of August 1999



  
\_\_\_\_\_  
Susan Bysiewicz, Secretary of the State

SEC. 5. MANDATORY CLAUSES IN DOCUMENTS.

a. All contracts shall contain the following provisions verbatim:

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

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

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

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

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

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

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

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

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

SEC. 7. INVESTIGATIONS, COMPLAINTS.

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

SEC. 8. HEARINGS.

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

SEC. 9. EQUAL EMPLOYMENT OPPORTUNITIES.

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

SEC. 10. DUTIES OF CONTRACTING AGENCIES.

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

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

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

*Jack A. Fusari*

JACK A. FUSARI  
LABOR COMMISSIONER

## VIII

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

## IX

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

## X

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

- (1) Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.
- (2) Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the provisions of this Order.
- (3) Recommend that criminal proceedings be brought under chapter 939 of the general statutes.
- (4) Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
- (5) Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.

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

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

## XI

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

## XII

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

## XIII

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

## XIV

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

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

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

  
GOVERNOR

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 Municipality which relate to the provisions of this section and section 46a-56 of the general statutes.

(b) The Municipality 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 Municipality 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 Municipality becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Municipality 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.

(15) That this clause applies to those municipalities who are or will be responsible for compliance with the terms of the Americans Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Municipality represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Municipality 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 Municipality. The Municipality 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 Municipality to be in compliance with this Act, as the same applies to performance under this Agreement.

(16) That with respect to all operations the Municipality performs and all those performed for the Municipality by subcontractors, the Municipality and subcontractors shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

SUPPLEMENTARY PROGRAM INFORMATION

FEDERAL

FEDERAL PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	FEDERAL PROJECT NO.	PHASE (1) (PE,ROW,CONST,CE)	EXPENDITURES (BY PHASE) (2)
/				

(1) PRELIMINARY ENGINEERING(PE), RIGHTS OF WAY(ROW), CONSTRUCTION(CONST)  
CONSTRUCTION ENGINEERING(CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE  
PROGRAM/GRANT EXPENDITURES.

STATE

STATE PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	PHASE (1) (PE,ROW,CONST,CE)	EXPENDITURES (BY PHASE) (2)

(1) PRELIMINARY ENGINEERING(PE), RIGHTS OF WAY(ROW), CONSTRUCTION(CONST)  
CONSTRUCTION ENGINEERING(CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE  
PROGRAM/GRANT EXPENDITURES.

STATE OF CONNECTICUT

BY HIS EXCELLENCY

THOMAS J. MESKILL

GOVERNOR

EXECUTIVE ORDER NO. SEVENTEEN

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

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

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

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

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

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

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

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

I

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

II

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

III

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

IV

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

V

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

VI

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

VII

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

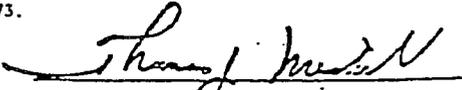
(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting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

VIII

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

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

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

  
GOVERNOR



# CONNECTICUT DEPARTMENT OF TRANSPORTATION

## POLICY STATEMENT

Policy No. ADMIN. - 19  
September 1, 1999

SUBJECT: Policy on D.B.E.s

The Department of Transportation is committed to an effective implementation of a D.B.E. Program as defined in Title 49, Code of Federal Regulations, Part 26, and includes the following objectives:

- (a) To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- (b) To create a level playing field in which D.B.E.s can compete fairly for DOT-assisted contracts;
- (c) To ensure that the Department's D.B.E. Program is narrowly tailored in accordance with applicable law;
- (d) To ensure only firms that fully meet this part's eligibility standards are permitted to participate as D.B.E.s;
- (e) To help remove barriers to the participation of D.B.E.s in DOT-assisted contracts; and
- (f) To assist the development of firms that can compete successfully in the marketplace outside the D.B.E. Program.

The Director of Contract Compliance has been designated as the D.B.E. Liaison Officer. In that capacity, the Director of Contract Compliance is responsible for implementing all aspects of the D.B.E. Program. Implementation of the D.B.E. Program is accorded the same priority as compliance with all other legal obligations incurred by the Connecticut Department of Transportation in its financial assistance agreements with the U.S. Department of Transportation.

As part of the requirements for Title 49, Code of Federal Regulations, Part 26, effective immediately, I am directing the following be included in all federal-aid contracts, all financial assistance agreements, and in all subcontracts.

For all agreements with contractors, subcontractors, consultants, cities, towns, and all recipients of state or federal-assistance funds:

- 1) The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

In addition to the above, all financial agreements shall also contain the following statement:

- 2) The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its D.B.E. Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's D.B.E. Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq).

(This statement supersedes the Commissioner's Policy Statement No. ADMIN. - 19, dated February 9, 1994).



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James F. Sullivan  
Commissioner



CONNECTICUT DEPARTMENT OF TRANSPORTATION  
**POLICY STATEMENT**

Policy No. ADMIN.-10  
March 25, 1999

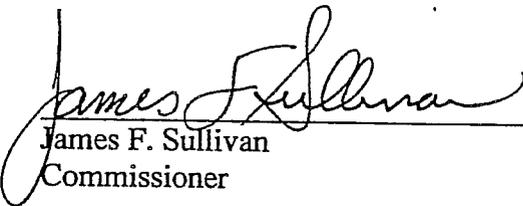
SUBJECT: Code of Ethics Policy

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:

City of Danbury  
155 Deer Hill Ave  
Danbury, CT 06810

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):

Agreement between the State Of Connecticut and the City of Danbury for the development of contract plans, specifications and estimates for the Main Street North Streetscape utilizing Federal funds under the Enhancement Component of the Surface Transportation Program.

Purchaser State of Connecticut, Department of Transportation  
**Name of Agency**

By \_\_\_\_\_ Title Chief Engineer / Bur. Of Engin. & Hwy. Op.

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

Dated \_\_\_\_\_, 20\_\_\_\_

at Newington, Connecticut ”

During the performance of this Agreement, the Second Party, for itself, its assignees and successors in interest agrees as follows:

(1) Compliance with Regulations: The Second Party shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The Second Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Second Party shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Second Party for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Second Party of the Second Party's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The Second Party shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation or the appropriate Federal Agency directly involved therewith, to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Second Party is in the exclusive possession of another who fails or refuses to furnish this information, the Second Party shall so certify to the Connecticut Department of Transportation, or the appropriate Federal Agency directly involved therewith, if appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Second Party's noncompliance with the nondiscrimination provisions of this Agreement, the Connecticut Department of Transportation shall impose such sanctions as it or the appropriate Federal Agency directly involved therewith, may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Second Party under the Agreement until the Second Party complies, and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The Second Party shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Second Party shall take such action with respect to any subcontract or procurement as the Connecticut Department of Transportation or the appropriate Federal Agency directly involved therewith, may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a Second Party becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Second Party may request the Connecticut Department of Transportation to enter into such litigation to protect the interests of the State of Connecticut, and, in addition, the Second Party may request the United States to enter into such litigation to protect the interests of the United States.



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

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

August 1, 2000

Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

Pursuant to the Charter of the City of Danbury, I hereby notify you that I have appointed William J. Buckley, Jr. as Director of Public Works.

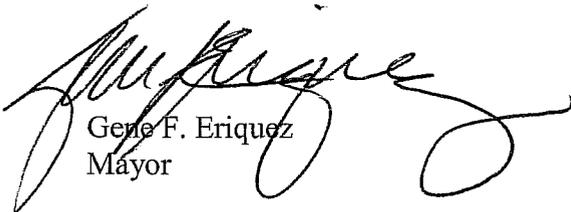
As you know, Mr. Buckley has assumed the position of City Engineer and has previously held the position of Assistant Director of Public Works. As a Professional Engineer, Mr. Buckley brings nearly 20 years of experience with the City of Danbury to these new assignments.

Prior to joining the City in 1981, Mr. Buckley served the State of Connecticut Department of Public Health for 6 years as a Professional Engineer. In addition to professional affiliations, he is a veteran of the U.S. Army.

Mr. Buckley holds a Bachelor of Science in Civil Engineering from the University of New Hampshire and is a licensed Professional Engineer in the State of Connecticut.

The City of Danbury is fortunate to bring the experience and expertise Mr. Buckley possesses to this position.

Sincerely,



Gene F. Eriquez  
Mayor

GFE:sr



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

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

August 1, 2000

Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

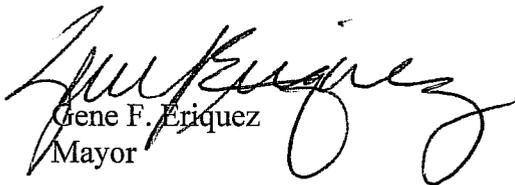
I hereby submit for your confirmation the appointment of Ms. Lynne A. Beardsley as Director of Personnel.

Ms. Beardsley possesses the experience, education and training necessary to assume this important position within the City of Danbury. I am delighted that she has agreed to join our City's management team in this capacity and, with confidence, believe that she will most effectively address the various goals and objectives of the Personnel Department and those related to all departments of the City.

Attached you will find Ms. Beardsley's resume for your perusal.

Thank you for your cooperation.

Sincerely,

  
Gene F. Enriquez  
Mayor

Lynne A. Beardsley  
12 Windwood Road  
Brookfield, Connecticut 06804  
(203) 740-7370/e-mail: LYNABSM@aol.com

## EMPLOYMENT

### 1997-Present: Town of Brookfield – Brookfield, CT

#### Personnel Director/Grants Administrator:

Human Resource Generalist, in charge of all Human Resource functions for the Town, including but not limited to: recruitment, interviewing, and placement of all exempt and non-exempt positions (approx. 150); maintaining HR data base; working with managers, employees, and the four Bargaining Units (Unions) on employee relations issues; developing and presenting trainings for supervisors relating to "effective management", and for employees/supervisors on HR related topics; Union/Contract Negotiations; Administrator of employee benefits (*i.e. Health Ins., LTD, FMLA, COBRA, Pension, etc.*); Workers Comp. Coordinator for both the Town and the Board of Education; ADA Coordinator; Safety Committee Chairperson; processing of all employee payroll changes; responsible for submitting Federal/State HR Reports (*i.e. OSHA, EEOC, etc.*); and the development, implementation and administration of Personnel Policies and Programs. Grants Administrator: write, administer, and coordinate grant projects for Town Commissions and Departments.

### 1996-1997: Head Start – Danbury, CT

#### Director:

Administer all personnel functions (recruit, interview, hire, train, supervise, evaluate, etc), for a staff of 60+; Supervise program operations for a federal/state/city funded, comprehensive pre-school program, for 290 low income children and families; Fiscal Management; Grant Writing and Administration of multiple federal/state/ city/private funding sources; Maintain all specified "Federal/State Program Performance Standards"; Program Development; Staff Training/Development; Liaison to Board of Directors; Community/Public Relations; as well as serving as a member of the Legislative Committee for the CT Head Start State Association.

### 1994-1996: Danbury Youth Services, Inc. – Danbury, CT

#### Acting Executive Director: (While Exec. Dir. was on Extended Medical Leave)

Responsible for: Management of the agency and the 15 programs provided by DYS; Supervision of staff and interns, to include all personnel functions; Fiscal Management; Public Relations (to include networking with local, state, federal and private funding sources, as well as other social service agencies); Liaison to Board of Directors; Program Development; Grant Writing/Administration of multiple funding sources and Fund Raising.

#### Planner:

Responsibilities included: Youth and Family Program Development; Standards Manager for the After Care/Re-Entry Program; EEO Officer; Tracking Programmatic Statistics (to insure contractual compliance); Quarterly and Annual Program Reports; Agency Press Releases and Agency/Program Brochures; Coordination of Administrative Services; participation in the development of the administrative function of programs, procedures, and activities; and Grant Writing.

Pg. 2 of Resume: Lynne A. Beardsley-12 Windwood Road, Brookfield, CT 06804 / (203) 740-7370

### EMPLOYMENT (Con't)

1988-1994: Danbury/Torrington JTPA (Job Training Partnership Act)  
Offices in Danbury and Torrington CT

CETO Coordinator (Coordinated Education and Training Opportunities) and Case Manager

Responsible for management and supervision of Program Operators receiving CETO Grant Funding from the State Dept. of Education (*Grants Administration*); Contracting of Service Providers; Program Monitoring; Program Development; Supervision of the Case Management System and Supervision of Program Counselors; Agency Public Relations/Events Coordination; Grant Writing; Budgeting/Fiscal Management of Programs; Liaison to the Board of Directors; State and Local Agency Networking; Coordinator of the State Mandated "Area Collaborative", comprised of Representatives from: Private Sector, Educational, State, and Social Service Agencies.

### EDUCATION

1988 University of Connecticut; West Hartford, CT  
Attended the Graduate School of Social Work

1982-1985 State University of New York at Buffalo; Buffalo, New York  
Bachelors Degree in Education; Concentration in English.

### Related Course Work/Training:

- Human Resources and the Law - AMA (*American Management Association*)
- Sexual Harassment/Hostile Environment. CT Certified Trainer - CCM (*CT Council of Municipalities*)
- Effectively Dealing with Employee Attitude Problems - AMA
- Effective Communication Skills - AMA
- CT Public Employers and The Law - CONPELRA (*CT. Public Employers & Labor Relations Association*)

REFERENCES: *Excellent references furnished upon request.*



8

# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

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

August 1, 2000

Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

Attached you will find correspondence that outlines the course of action Corporation Counsel Eric L. Gottschalk and I propose to take to provide more efficient and comprehensive legal services to city departments, agencies, boards and commissions while containing overall legal costs.

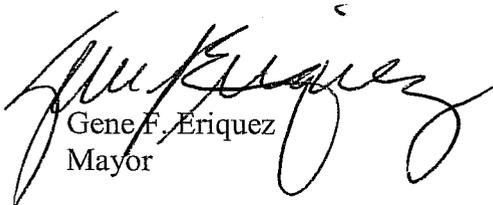
Accordingly, I hereby submit for your confirmation the appointment of two part-time Assistant Corporation Counsels that will work internally within the Office of Corporation Counsel.

I present Attorney Robin Edwards Otto and Attorney Grace M. Sciré to you for confirmation. Both attorneys have had experience working with the City in the capacities noted in Mr. Gottschalk's letter. I believe their experience and devout interest in serving the City in these positions will be of great benefit in reducing legal costs while ensuring greater legal representation that affords us the opportunity to more effectively address the workload within that office.

As noted, noted funds contained within the budget of the Office of Corporation Counsel will be sufficient to establish these part-time services.

Thank you for your cooperation.

Sincerely,



Gene F. Enriquez  
Mayor

GFE:sr





# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

July 26, 2000

PLEASE REPLY TO:

DANBURY, CT 06810

Honorable Mayor Gene F. Eriquez  
City Hall  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

Re: Part Time Assistant Corporation Counsel Positions

Dear Mayor Eriquez:

Over the last several years the compensation rates charged by attorneys as well as their overall fees have increased steadily. As a result, during that time we have had no alternative but to request increases in the budget for the office of the Corporation Counsel. Since this trend is likely continue, I consider it my responsibility to suggest ways in which the city might deal with this problem. One way to stabilize our legal expenses is through the appointment of additional in-house staff. In my opinion, such an approach has many benefits that go beyond cost containment. Clearly there are certain efficiencies to be achieved; we could eliminate many fixed costs that drive up the price of legal services, we could add greatly to the flexibility of the office; we could enhance our ability to provide overlapping specialization and streamlined service to all departments of the city.

I am grateful that you share that vision and delighted that you have chosen to select two outstanding candidates for the position of part-time Assistant Corporation Counsel. It is my distinct pleasure to formally recommend to you the appointment of attorney Robin Edwards Otto and attorney Grace M. Sciré to these positions. It is my recommendation that the city offer these appointments with the understanding that each attorney will be assigned a range of duties to be performed during a twenty-one hour work-week.

Attorney Robin Edwards Otto has been in private practice in Danbury for fourteen years, most recently associated with the firm of Pinney, Payne, Van Lenten, Burrell, Wolfe and Dillman specializing in municipal and financial matters. She has been a member of a number of professional organizations and most notably held the position of President of the Danbury Bar Association in 1999. She is a Danbury native and has a young son named Kyle.

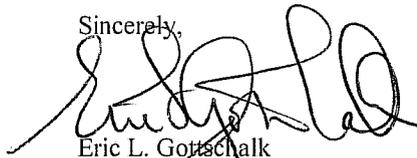
Attorney Grace M. Sciré has been a solo practitioner in Danbury for twelve years. She too has been a member of several professional and community organizations including service as the Chairman of the Danbury Commission for Persons with Disabilities for eight years and Founder of the Housatonic Valley ADA Coalition. She lives in Danbury with her son Douglas who attends school at Danbury High.

Honorable Mayor Gene F. Eriquez  
July 26, 2000  
Page Two

Upon your appointment and Common Council confirmation, I am certain that in the very near future the city will begin to see measurable cost savings. Funds that would otherwise be paid to private firms will now be applied to compensation for practitioners who have chosen to work right here at city hall. Their compensation rates, it should go without saying, will be significantly less than those paid for outside services for matters other than litigation.

I look forward to working with these fine attorneys and as always, if you have any questions I would be pleased to answer them.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric L. Gottschalk", written over the typed name.

Eric L. Gottschalk  
Corporation Counsel



9

# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

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

August 1, 2000

Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

I hereby submit for your confirmation the following promotional appointments and assignments within the Danbury Police Department:

### Promotional Appointments

1. Deputy Chief: Captain Mark C. Rosato  
170 S. Pinnacle Way  
Danbury, CT

Captain Rosato is a 23-year veteran of the Department. He was promoted to Sergeant in 1984, to Lieutenant in 1990 and to the position of Captain in 1991. He is a 1998 high honors graduate of the FBI National Academy sanctioned by the University of Virginia, is a 1968 graduate of Danbury High School and attended the University of Connecticut. Captain Rosato ranked first on the Civil Service eligibility list for this position.

1. Captain: Lieutenant Robert J. Myles, III  
238 Second Hill Road  
New Milford, CT

Lieutenant Myles is a 13-year veteran of the Police Department. He was promoted to Sergeant in 1994 and to the position of Lieutenant in 1997. He is a graduate of Brookfield High School and attended Western Connecticut State University. He has served as Assistant Commander of the Emergency Services Unit and was the Department's Y2K Coordinator. Lt. Myles ranked first on the Civil Service list for this position.



RECYCLED  
PAPER

2. Captain: Lieutenant Terrance Shanahan  
126 Taylor Road  
New Milford, CT

Lieutenant Shanahan is a 13-year member of the Department. He was promoted to Sergeant in 1994 and to the position of Lieutenant in 1997. He is a graduate of Newtown High School and Western Connecticut State University with a Bachelor of Science degree in Criminal Justice Administration. Currently, he is studying to obtain a Master's degree. Lt. Shanahan has been the Commanding Officer of the Community Services Division and the Crisis Negotiations Team. He ranked second on the Civil Service list for this position.

1. Lieutenant: Sergeant Shaun I. McColgan  
30 MacBean Drive  
New Fairfield, CT

Sergeant McColgan is a 10-year veteran of the Police Department. He was promoted to the position of Sergeant in 1997. He is a U.S. Navy veteran and attended John Jay College. Sgt. McColgan has served as a Supervisor in the Youth Bureau, as a Crisis Negotiator and as President of the Connecticut Chapter of the American Professional Society on the Abuse of Children. He ranked first on the Civil Service list for Lieutenant.

2. Lieutenant: Sergeant Thomas P. Wendel  
81 South Lakeshore Drive  
Brookfield, CT

Sergeant Wendel is a 21-year veteran of the Department. He has served as a Detective in the Special Investigations Division and was promoted to Sergeant in 1988. A graduate of Danbury High School, Sgt. Wendel attended Southern Connecticut and Western Connecticut State Universities. He is a Crisis Negotiator and a member of the Connecticut State-Wide Special Olympics Committee. Sgt. Wendel ranked second on the Civil Service list for this position.

3. Lieutenant: Sergeant Peter F. Gantert  
9 Old Bridge Road East  
New Fairfield, CT

Sergeant Gantert is a 13-year member of the Police Department. He was appointed Sergeant in 1997. A graduate of New Fairfield High School, Sgt. Gantert has served as a member of the Emergency Services Unit and was instrumental in the establishment of the Department's Bicycle Patrol Unit, one of two officers to begin the program in the Community Services Division. Sgt. Gantert ranked third on the Civil Service list for Lieutenant.

1. Sergeant: P.O. Jeffrey A. Lagarto  
6 Candleview Drive  
Sherman, CT

Officer Lagarto is a 12-year member of the Department. He is a graduate of Danbury High School and attended Western Connecticut State University. He has served as a Patrol Officer, as a member of the Bicycle Patrol and as an Evidence Technician. Officer Lagarto ranked first on the Civil Service list for Sergeant.

2. Sergeant: P.O. Rory R. DeRocco  
94 Green Pond Road  
Sherman, CT

Officer DeRocco is a 12-year veteran of the Department. A graduate of Sachem High School on Long Island, New York, he has served as a member of the Emergency Services Unit and as a Field Training Officer. Officer DeRocco ranked second on the Civil Service list for this position.

3. Sergeant: P.O. George E. Chelso, Jr.  
127 Tower Road  
Brookfield, CT

Officer Chelso is a 17-year veteran of the Police Department. He is a graduate of Brookfield High School and attended Western Connecticut State University. Subsequent to service in the Uniformed Patrol Division, Officer Chelso has served as an Evidence Technician with the Investigations Division for several years. He ranked third on the Civil Service list for the position of Sergeant.

#### Assignments

1. Detective Police Officer: P.O. Rachel M. Nolan  
59 Hospital Avenue  
Danbury, CT

Officer Nolan has been a member of the Police Department for four years. She is a graduate of Naugatuck High School and of Western Connecticut State University with a Bachelor of Science degree in Criminal Justice and Law Administration. She is currently enrolled in a Master's program. Previously, she was assigned to the Patrol Division, now to the Community Services Division as a member of the Bicycle Patrol Unit. Officer Nolan ranked first for assignment as Detective on the Civil Service list for this post.

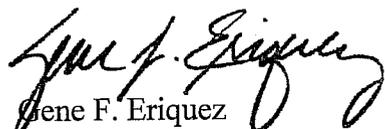
2. Detective Police Officer: P.O. Julio A. Lopez, Jr.  
26 Flintlock Drive  
Danbury, CT

Officer Lopez is a 10-year veteran of the Department. He is a graduate of Danbury High School and attended Western Connecticut State University. Officer Lopez has been assigned to the Community Services Division as a member of the Bicycle Patrol Unit. He has served as a member of the Emergency Services Unit, as a member of the Police Dive Team and as a Field Training Officer. Officer Lopez ranked second on the Civil Service list for this assignment.

These officers are the recipients of letters of commendation and awards for their exemplary police service.

Thank you for your consideration of these promotional appointments and assignments.

Sincerely,

  
Gene F. Eriquez  
Mayor

GFE:kgg



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

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

August 1, 2000

Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

I hereby submit for your confirmation the appointment of the following individual to the position of Police Officer within the Danbury Police Department.

Scott Clark  
P.O. Box 132  
Ridgefield, CT 06877

Mr. Clark has been a Police Officer with the Ridgefield Police Department since June 1, 1974. He is the recipient of the Exceptional Service Award citations, helped create the K-9 Unit for the department and served as a Special Response Team member.

A graduate of the Connecticut Police Academy, Mr. Clark has extensive experience in both the uniform patrol and investigative operations of police service.

Mr. Clark has successfully completed all the requirements for appointment through the Civil service process and the Police Lateral Entry Hiring Program of the City.

Thank you for your consideration of this appointment.

Sincerely,



Gene F. Eriquez  
Mayor

GFE:sr



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

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

August 1, 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 Conservation Commission with terms to expire July 1, 2003:

Tori Stepanov (U)  
24-6 Rose Lane  
Danbury, CT 06811

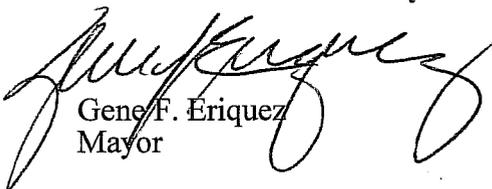
Levi Newsome (D)  
10 Terra Glen Rd.  
Danbury, CT 06811

Frank Klecha (D)  
22 Beaver Brook Road  
Danbury, CT 06810

Ms. Stepanov, Mr. Newsome and Mr. Klecha are active members of the Commission and regularly attend meetings. Additionally, Mr. Klecha serves as the Commission Chairman.

Thank you for your consideration of these appointments.

Sincerely,



Gene F. Eriquez  
Mayor



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# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

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

August 1, 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 Fair Rent Commission with terms to expire July 1, 2003:

Barbara Chianese (R)  
10 South Street-63  
Danbury, CT 06810

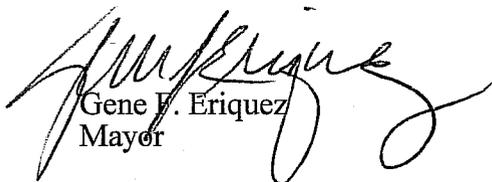
Sylvia Esposito (D)  
6 South Meadow Street  
Danbury, CT 06811

Steve Gillotti (R)  
96 East Liberty Street  
Danbury, CT 06810

Ms. Chianese, Ms. Esposito and Mr. Gillotti are active members of the Commission and regularly attend meetings. Mr. Gillotti serves as the Commission Chairman.

Thank you for your consideration of this appointment.

Sincerely,

  
Gene F. Eriquez  
Mayor



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# CITY OF DANBURY

OFFICE OF THE MAYOR  
DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

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

August 1, 2000

Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

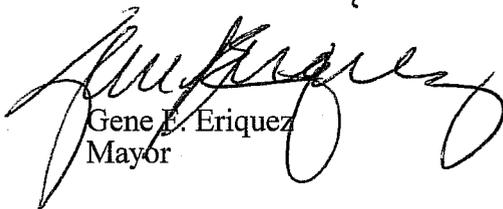
I hereby submit for your confirmation the reappointment of the following individual to the Parking Authority with a term to expire July 1, 2005:

Jeffrey Carrine (D)  
4 Blueberry Lane  
Danbury, CT 06810

Mr. Carrine is an active member of the Authority and regularly attends meetings.

Thank you for your consideration of this appointment.

Sincerely,



Gene F. Eriquez  
Mayor



14

# CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES  
COMMISSION ON AGING

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

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

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

July 24, 2000

Mayor Eriquez and Members of the Common Council:

The Department of Elderly Services requests your approval to accept a new indoor/outdoor Ping Pong table, from the Brookside Rest Home, to be used at the Danbury Senior Center.

The value of this donation is \$450.00.

The Seniors have already begun to make use of the gift, as could be seen from the enclosed article in the 07/22/00 NewsTimes article.

Respectfully,

A handwritten signature in cursive script that reads "Leo McIlrath".

Leo McIlrath



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# CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES

COMMISSION ON AGING

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

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

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

July 24, 2000

Mayor Eriquez and Members of the Common Council:

The following donations (\$100.00) were sent to the Department of Elderly Services to be used for the Danbury Senior Center.

Get Away Tours	- 50.00
Second Home/Ashlar Mgmt.	- 25.00
Heritage Hgts. Convalescent Home	- 25.00
<u>Total:</u>	<u>100.00</u>

Please transfer these to the line item as requested on the accompanying form.

Respectfully,

*Leo McIlrath*  
Leo McIlrath



# CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES

COMMISSION ON AGING

14

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

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

Date: 07/24/00

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

FROM: Leo McIlrath, Director  
Elderly Services

RE: Reappropriation of Donated Funds

I hereby request a transfer of funds in the amount of \$318.00 from the Elderly Services donations account to the Commission on Aging budget for the following accounts:

Office Equipment – 5002. 5701      \$318.00

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

  
Leo McIlrath

LM/jg

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



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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

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

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

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**DATE:** July 25, 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 \$318.00 to be transferred from the Elderly Services Donations Revenue Account to the Commission on Aging budget to the following account:

Office Equipment	5002.5701	318.00
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\_\_\_\_\_  
Dominic A. Setaro, Jr.

/jgb

TO: Office of the City Clerk  
FROM: Pauline Basso  
DATE: July 25, 2000  
RE: Review of China Conference

---

In June the Mayor represented the City of Danbury on a trip to China. This trip was organized by the United States Conference of Mayors and the China Association of Mayors.

I, along with some of my colleagues on the Council, have been approached with various questions regarding this trip. I believe that the Council should be privy to any and all accords, associations, or commitments that were made. In addition, the Council should fully understand the nature of the trip and its benefits for the City of Danbury. The best forum for a meaningful question-and-answer format would be a committee of the Common Council.

Please place this on the Common Council's August agenda for consideration.

If you have any questions, I can be reached at 748-6328.

Thank you.

*Pauline Basso*  
Minority Leader



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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

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M E M O R A N D U M

---

**To:** Hon. Gene F. Enriquez via the Common Council  
**From:** Dominic A. Setaro, Jr., Director of Finance  
**Date:** July 7, 2000  
**Re:** INSURANCE FUNDS

**CERTIFICATION #7**

---

On June 8, bids for the City's worker's compensation, fire, liability, and excess liability insurance were opened. A review of those bids indicated that there were substantial increases in all areas, but mostly in the area of worker's compensation. Our previous yearly cost for worker's compensation, which included the Board of Education, was \$545,000, and the bid received was for \$1,260,000. Since we only received one bid for worker's compensation for a fully insured program and other agents had expressed an interest, we attempted to rebid the compensation insurance. Those bids were reopened on June 28.

Once again, we received only one bid for the same amount, which was from our current carrier, CIRMA. When we compare our budget for 2000-2001 to the actual bids, we are \$211,487 short.

I hereby certify the availability of \$211,347 to be transferred from the Contingency to the following accounts:

Worker's Compensation	Account #8008.5243	\$166,324
Automobile Insurance	Account #8008.5808	17,263
Public Liability	Account #8008.5810	<u>27,760</u>
Total		\$211,347
Balance of Contingency		\$769,963
Less this request		<u>-211,347</u>
Balance		\$558,616

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

Dominic A. Setaro, Jr.

DAS/jgb



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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

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## MEMORANDUM

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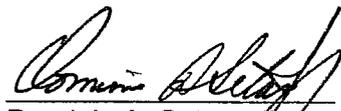
**TO:** Hon. Gene F. Eriquez, via the Common Council  
**FROM:** Dominic A. Setaro, Jr., Director of Finance  
**RE:** AIRPORT TREES  
**DATE:** July 26, 2000

**CERTIFICATION #8**

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Per the attached request from Airport Administrator Paul Estefan, I hereby certify the availability of \$18,700 to be transferred from the Contingency to the Airport line item, Professional Services, Account #9200.5311. Should you need any additional information, feel free to give me a call.

Balance of Contingency	\$769,963
Less pending request	-211,347
Less this request	<u>- 18,700</u>
Balance	\$539,916

  
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

July 05, 2000

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

Dear Mayor,

I have reviewed the previous request I made to you and the Common Council for \$50,250.00. I have worked out the following dollar amount with Karen Frink of Hoyle Tanner and Associates \$18,700.00. This would allow us to have them identify the trees and have them here three times during the trimming work.

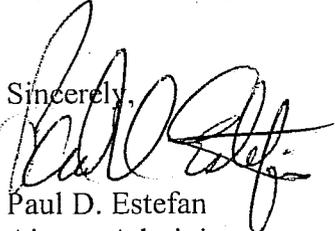
I have spoken to Bob Ryerson Director of Parks and Recreation /Forestry. He feels that his department can handle our request to trim the trees.

The items that I deleted at this time were the zoning issues and I feel that we can pick them up at a later date.

I have enclosed a copy of Hoyle Tanners and Associates newest proposal for your review and consideration.

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

Sincerely,

  
Paul D. Estefan  
Airport Administrator

CC: Attorneys Gottschalk & Pinter  
Finance Director Setaro



20

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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

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

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

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**To:** Hon. Gene F. Eriquez via the Common Council  
**From:** Dominic A. Setaro, Jr., Director of Finance  
**Date:** July 14, 2000  
**Re:** **WATER FUND SHORTFALLS** **CERTIFICATION**

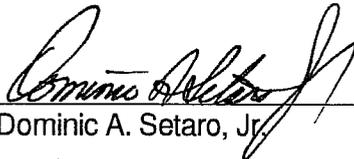
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Because of the increase in insurance costs due to the recent bids received, along with the retirement of an employee who is entitled to receive compensation for unused sick days, a transfer will be needed in the amount of \$47,530.

I hereby certify the availability of \$47,530 to be transferred from the Water Fund, Fund Balance to the following Water Fund accounts:

9806.5025	Operation Labor	\$20,801
9810.5243	Worker's Compensation Insurance	17,642
9810.5813	Property Insurance	<u>9,087</u>
	Total	\$47,530

I request that the Common Council approve this transfer at its next meeting.

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

DAS/jgb



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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

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

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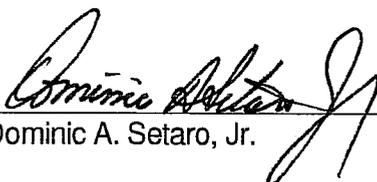
**To:** Hon. Gene F. Eriquez via the Common Council  
**From:** Dominic A. Setaro, Jr., Director of Finance  
**Date:** July 18, 2000  
**Re:** **ICE RINK – APPROPRIATION OF ESCROW FUNDS CERTIFICATION**

---

On June 6, 2000, First Union National Bank released escrow funds to the City in the amount of \$1,830,911.81, which are to be used for the completion of the ice rink. These funds are invested in certificates of deposit and continue to earn interest. At some point in the future, these moneys will become available to be added to the \$1.8 million.

I would ask that the Common Council at its August meeting authorize the appropriation of \$1.8 million to a new Capital line item entitled, "Ice Rink Improvements". All costs associated with the completion of the ice rink will be charged against this appropriation. Current costs (legal, engineering, etc.) will be charged to this account. The balance of the original escrow (\$30,911.81 plus interest earned) will be reappropriated at a future date.

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

  
Dominic A. Setaro, Jr.

DAS/jgb



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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

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

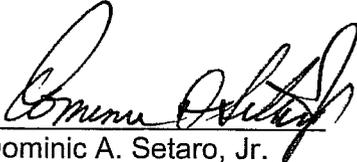
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**DATE:** July 26, 2000  
**TO:** Hon. Gene F. Eriquez via the Common Council  
**FROM:** Dominic A. Setaro, Jr., Director of Finance  
**RE:** Water Fund and Sewer Fund Reappropriation **CERTIFICATION**  
**CC:** William Buckley

As is customary, because the Water Fund and Sewer Fund are Enterprise Funds, any funds that are appropriated and unspent at the end of the fiscal year for capital projects and equipment purchases which continue into the next fiscal year (plus any purchase orders issued prior to June 30 but not completed), the Common Council must take action to reappropriate those moneys so that the projects can be completed and equipment accepted.

Based on a preliminary financial statement that has been issued to our auditors, I hereby certify the availability of \$107,266.44 to be reappropriated to the Water Fund and \$41,903.53 to the Sewer Fund accounts as per the attached listing. Please place this item on the agenda for the Common Council's August meeting.

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

  
Dominic A. Setaro, Jr.

DAS/jg

Attach.

**WATER FUND**

<u>Account Number</u>	<u>Project</u>	<u>Amount</u>
9802.8007	Structures & Improv Pumping PCT	\$ 16,359.00
9802.8014	Trans & Dist Mains	74,212.30
9804.5339	Operation Supv & Eng	13,511.68
9807.5684	T&D Lines Exp-Materials	1,976.00
9807.5686	Miscellaneous Exp.	396.00
9810.5334	Outside Services	556.96
9810.5506	Maintain Automotive Eq	<u>254.50</u>
		<b>\$107,266.44</b>

**SEWER FUND**

<u>Account Number</u>	<u>Project</u>	<u>Amount</u>
9501.5334	Outside Services	\$41,903.53

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer   
Water

Name of Applicant: Arthur Najamy

Address: 3 Possum Dr  
New Fairfield Ct. 06812

Telephone: 203 746 3161  
7447571

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

Located at: East Hayestown Road

Assessors's Lot No. LOT # 38 Map # 1139

Zone: RR 10

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

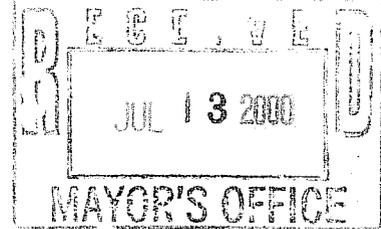
Number of Efficiency Units \_\_\_\_\_  
Number of 1 Bedroom Units \_\_\_\_\_  
Number of 2 Bedroom Units 2  
Number of 3 Bedroom Units 1  
Total Number of Units 3

Arthur Najamy  
SIGNATURE  
July 14 2000  
DATE



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810



24

## ENGINEERING DEPARTMENT

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

July 11, 2000

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

Dear Mayor Eriquez and Common Council Members:

Request for Sanitary Sewer and Water Main Extensions  
BRT – Benedict Avenue

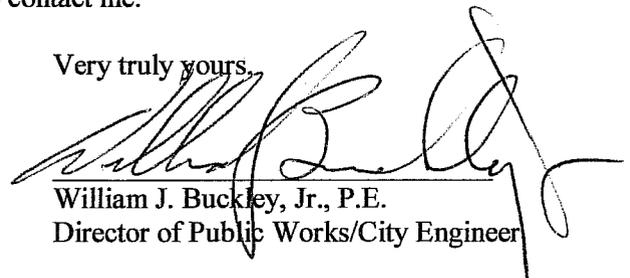
At the July 6, 2000 Common Council meeting, the June 23, 2000 letter from Daniel E. Bertram, Executive Vice President of BRT was forwarded to me for a thirty day report.

The preliminary site plan has been reviewed by the Engineering Department. Enclosed is a copy of the June 28, 2000 letter sent to Richard W. Howard, Jr., P.E. by Acting City Engineer Patricia A. Ellsworth, P.E. which letter you may not have seen.

From a Public Works Department standpoint, we have no problem with the extensions of sanitary sewer and water lines to the proposed project subject to the eight conditions normally attached to such extensions. We will work with the developer's engineer on the details of the proposed extensions if they are approved by the Common Council.

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

Very truly yours,



William J. Buckley, Jr., P.E.  
Director of Public Works/City Engineer



18-July

# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

24

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

July 11, 2000

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

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BRT – Benedict Avenue

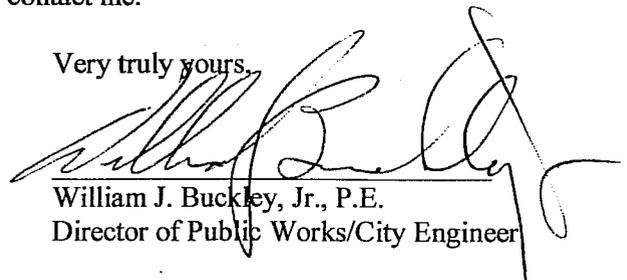
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If you have any questions, please feel free to contact me.

Very truly yours,



William J. Buckley, Jr., P.E.  
Director of Public Works/City Engineer



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT

(203) 797-4641

FAX (203) 796-1586

PATRICIA A. ELLSWORTH, P.E.

ACTING CITY ENGINEER

June 28, 2000

Richard W. Howard, Jr., P.E.  
CCA, LLC  
40 Old New Milford Road  
Brookfield, CT 06804

Dear Mr. Howard:

## BRT Project – Benedict Avenue

The conceptual plan submitted under cover of your June 13, 2000 memo has been reviewed by this department and the City of Danbury Highway Department. The following preliminary comments are offered (additional comments may be offered when more detailed plans are provided):

### A. Sanitary Sewer and Water Main Extensions

1. Common Council approval of the proposed sanitary sewer and water main extensions will be required.
2. Once Common Council approval is granted, we will work out the details of the extensions (pipe class in deep sections, deep manholes, water valve and fire hydrant locations, etc.) with you.
3. Once the sanitary sewer extension plan and profile is acceptable to us, we will forward the plan to the State of Connecticut Department of Environmental Protection for approval.
4. Some of the existing homes on Benedict Avenue are presently connected to the City's sanitary sewer and/or water systems via services for which records are not available. The City Public Utilities Department will work with you during the finalization of plans for the proposed sanitary sewer and water mains and during construction to locate existing services in the Benedict Road. These services are to be connected to the new mains after construction and testing are complete.

### B. Storm Drainage

1. As you probably know, the section of West Street at the railroad overpass near the Benedict Avenue intersection experiences severe flooding. The proposed Benedict Avenue storm drainage system is to be extended in West Street to a discharge point downstream of the West Street bridge over the Still River.



2. The Benedict Avenue road runoff from the high point to the proposed end of the road (365 feet more or less) will drain to the north. How is it proposed to handle this runoff? Rights to drain are to be acquired and transferred to the City for this runoff.
3. Easements to the City are to be provided where the proposed storm drainage shown to be installed in Benedict Avenue is too close to the right of way line.
4. The catch basins are to be shown at their proposed locations. Although your letter proposes a 20 foot pavement width, the back of catch basin to back of catch basin (curb inlet to curb inlet) measures approximately 28 feet.
5. The detailed plan is to indicate all existing driveway locations. Proposed catch basin locations are to take these locations into consideration.

C. Roadway Improvements

1. The proposed paved roadway is to measure 22 feet face of curb to face of curb.
2. A regular turnaround and a related turnaround easement are to be provided. The City will accept a 60 foot diameter paved cul de sac in this situation.
3. Concrete curbing is to be provided.
4. A concrete sidewalk is to be installed along the east side of the roadway.
5. Adequate snow shelves are to be provided.
6. Guard railing may be required depending on the side slopes on the east side of the road.
7. What sight distances are or will be available at the intersection of West Street and Benedict Avenue?

D. Miscellaneous

1. The status of the lot south of Lot 10 must be resolved. The proposed plan indicates that a portion of the driveway to Lot 10 will be located on that lot and that regrading of the lot is proposed.
2. The existing right of way is only approximately 40 feet in width. Easements may be required for some of the proposed improvements.
3. A detailed route survey will be required with your formal submission. We will need to review the plan with respect to any existing improvements (stone walls, retaining walls, etc.) within the right of way.

4. As part of our detailed review, existing parking along Benedict Avenue will be reviewed. Since we are willing to allow a reduced pavement width (22 feet), parking along Benedict Avenue will not be permitted.
5. A request to have the City of Danbury accept Benedict Avenue after the proposed road improvements are made should be submitted to the Common Council when the decision to proceed with the project is made. Once all the roadway improvements are completed to our satisfaction, the City would then accept the road. To have the road accepted, as-built plans and profiles as well as necessary legal documents will be required. It is assumed that title to the entire length of roadway will be able to be transferred to the City.

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

Very truly yours,



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

C: William Buckley, Jr., P.E.  
Frank Cavagna  
Abdul Mohamed

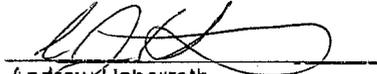
July 19, 2000  
65 Jefferson Avenue  
Danbury, Connecticut 06810

Councilman Dean Esposito  
5th Ward  
City of Danbury

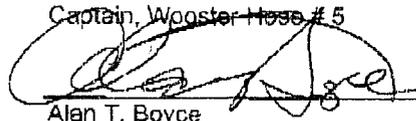
Dear Councilman Esposito:

The joint memberships of Wooster Hose Company No. 5 and Citizens Hose Company No. 6, request that an Ad Hoc Committee, of the Common Council, be set up to review the combination of our two fire companies into a single firehouse, large enough to handle both fire companies.

Respectfully submitted,

  
Andrew Ueberroth

Captain, Wooster Hose # 5



Alan T. Boyce  
President, Citizens Hose # 6



# CITY OF DANBURY

26

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT

(203) 797-4641

FAX (203) 796-1586

July 24, 2000

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

Dear Mayor Eriquez and Common Council Members:

Water Main Upgrade – Fifth Avenue  
Western Connecticut State University

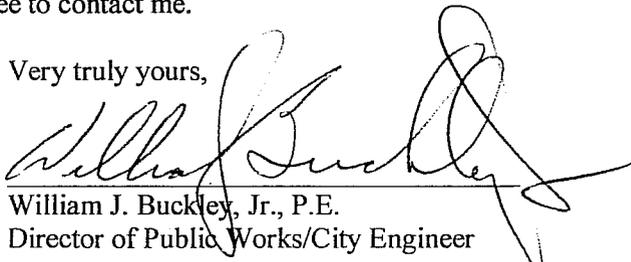
This office is in receipt of a copy of the July 17, 2000 letter sent to you by Thomas F. Curran, Associate Director of Planning & Engineering at Western Connecticut State University relative to the above noted subject.

The Engineering and Public Utilities Departments have been working with Western Connecticut State University with respect to the provision of adequate fire flow to the newly renovated Ruth Haas Library. It has been determined that the existing 6" water main in Fifth Avenue is not adequate to provide proper fire protection. Western Connecticut State University has agreed to hire an engineer to design an upgrade (to 8" pipe) of a portion of the existing Fifth Avenue water main. This proposal is acceptable to us.

We hereby request that the Common Council, on the consent calendar for its August 2000 meeting, approve the university's request subject to the receipt of a positive recommendation from the Planning Commission.

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

Very truly yours,

  
William J. Buckley, Jr., P.E.  
Director of Public Works/City Engineer

WJB/PAE/pe  
C: Mario Ricozzi, P.E.  
Thomas Carlone  
Thomas F. Curran



27

7/24/00

Thomas Arconti, President  
Danbury Common Council  
Danbury City Hall  
Danbury, Connecticut

Dear Mr. Arconti:

My fellow customers of the Ta'Agan Point Water Company are again experiencing problems with the water system. It seems this is an ongoing problem, as it has been happening since before I moved to Ta'Agan Point five years ago. As is explained in the accompanying letter from Mr. Black, it was thought that this situation would be taken care of soon after Pleasant Acres was supplied with City water. It has been well over a year since Pleasant Acres has gotten City water, but we have heard nothing from Danbury Water Department as to when Ta'Agan Point will be taken care of.

We, the customers of the Ta'Agan Point Water Company would greatly appreciate any help you and the Common Council could afford us, as the water situation is worsening and without intervention soon we will be entirely without water.

Yours Truly,

A handwritten signature in cursive script that reads "Joseph S. Ward".

Joseph S. Ward

Common Council  
 City of Danbury  
 155 Deer Hill Avenue,  
 Danbury, Connecticut

Ladies and Gentlemen of Council:

The customers of the Ta'Agan Point Water Company respectfully request that the city of Danbury acquire the Ta'Agan Point Water Company.

Since this company has only fourteen customers, it has difficulty maintaining its system. For more than twenty years the company has been in and out of trouble.

It would seem that since the city water lines have now been extended to Pleasant Acres, this would be an appropriate time to continue the extension of water lines to Ta'Agan Point. We the undersigned customers of the Ta'Agan Point Water Company request your consideration of this plea.

Yours Truly,  
 Customers of the Ta'Agan Point Water Company

Nabeel Sabbagh 3 moody la.  
 Mary Ann 61 Taagan Pt Rd  
 Cornelia L Baker 59 Taagan Pt. Rd.  
 Donald S. Russo 53 TA'AGAN PT. Rd.  
 Pett Hunt 51 TA'AGAN PT RD  
 Genieve G. Phrank 75 Taagan Pt. Rd  
 Judith A. Rhoads 57 Taagan Pt. Rd.  
 P. P. P. 57 Taagan Pt. Rd  
 Paul Macca 14 TA'AGAN Point  
 Brenda Morina 2 moody lane  
 Kristine L. Morina 2 Moody LA  
 Jay A. Tagliavento 4 Moody Lane  
 Joseph Ward 64 Ta'Agan Point Road

# R. J. BLACK & SON, INC.

---

740 THOMASTON ROAD  
WATERTOWN, CT. 06795-0180

TEL: 860-274-8853  
FAX: 860-274-9648  
EMAIL: RJBLACKINC@AOL.COM

## BOIL WATER NOTICE

DATE: July 7, 2000

TO: The water consumers at Ta'Aqan Point Water Company, Danbury  
(water system name)

Due to an unplanned interruption of water service all consumers are to be notified of the following procedures per Health Code Section 19-13-B46.

Therefore, the Water Supplies Section of the State Department of Public Health has determined that as a precautionary measure, your water must be boiled before being used for cooking or drinking.

Instructions: Boil water at a rolling boil for at least five minutes. Store in a clean container, preferably under refrigeration.

This boiling notice for cooking and drinking shall remain in effect until you hear from us. You will be notified when the water is determined to be safe to use without boiling. Water can be used for all other domestic uses.

If you have any questions, please contact:

R.J. Black & Son, Inc. @ 800-822-6690

(water system contact)

(phone #)

cc: Sara Ramsbottom, DPH

# R. J. BLACK & SON, INC.

---

740 THOMASTON ROAD  
WATERTOWN, CT. 06795-0180

TEL: 860-274-8853  
FAX: 860-274-9648  
EMAIL: RJBLACKINC@AOL.COM

July 6, 2000

TO: All Ta'agan Point Water Customers.

RE: Water System problems and Department of Public Health (DPH) instructions.

As you are by now aware, the water system is currently undergoing extreme stress and mechanical difficulties. The single well pump *is* operating and producing all that the well can give – about 5000 gallons per day maximum. Normally this is plenty of water to feed the 11 homes on the system, but at present the indications are that a leak somewhere is robbing most of this supply.

As Receiver (not Owner) of the water system, we agreed many years ago to help keep the system going for a short time until the City of Danbury tied it into their water mains at Pleasant Acres. This was supposed to have happened several years ago – you and we are *still* waiting for this obvious and necessary solution to the problem. In the meantime, we were required to pay off *thousands* of dollars of existing past debt, and attempt to operate the system that was in severe financial and mechanical disrepair on the limited income available from 8 homes. (There are 11 homes on the system, but 3 owners have not kept up their share of the financial burden imposed on everyone).

As Ta'agan Point is still in debt (in spite of the \$52/month water fee), there are therefore no available surplus funds to truck in hundreds of dollars of water daily to keep the system active until a leak can be found and repaired. We attempted to walk through the neighborhood today in a house-to-house leak detection survey, but instead of cooperation and help from all homeowners in our efforts to solve the problem and restore water service, we were also met with belligerence, threats, and profanity. We terminated the survey when we were angrily ordered by one owner to vacate their property in no uncertain terms.

We discussed the current situation with the State of CT. Department of Health (DPH). Their instructions are:

- 1] Issue and hand-deliver a "boil notice" to all homes – this is attached to this letter.
- 2] Try to locate the leak and problem by performing a detailed survey of all the properties. This was tried, but was effectively halted by some of the owners themselves as explained above.
- 3] Explain that we need the homeowner's help in locating the leak, and emphasize that water use conservation is needed immediately. As the well *is* producing *some* water, if everyone uses as little as possible, there will be more to go around for the rest.
- 4] Explain that there are no funds for the purchase of trucked in water or major repairs to the system. If the homeowners want water to be trucked in, they will need to fund it themselves. However, this water will most likely be leaked out into the ground as well.

Finally, the *most important* issue that the DPH emphasized, is that the homeowners (preferably *all* of them) should contact the City of Danbury and ask for relief to the problem. Danbury Water Department has mains at Pleasant Acres – perhaps they can run temporary over-ground lines to Ta'agan Point while the permanent mains are installed. Talk to the Mayor's office – you are a taxpayer in Danbury, and you should not have to live without adequate and safe drinking water.

You may also contact the DPH at 860-509-7333 for additional information.

Sincerely,

R. J. Black & Son, Inc.  
Receiver



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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

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

January 22, 1999

Mike Hage  
State of Connecticut  
Department of Public Health  
410 Capitol Avenue  
P.O.Box 340308  
Hartford, CT 06134

RE: Ta'Agan Point Water Company

Dear Mr. Hage:

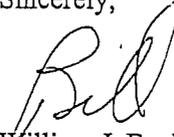
Reference is made to your letter of January 8, 1999 subject as above. Be advised that the improvements to the Pleasant Acres Water System are now complete and that system is entirely owned and operated by the City of Danbury. As you are aware, the wells are no longer in service and we provide water to those customers from a pump storage facility located at the intersection of Hayestown Road and Acre Drive. You have requested an update on the status of any plans for the interconnection of the City of Danbury water mains to serve Ta'Agan Point. Be advised we have no such plans. While this has been discussed on many occasions with various parties, including R. J. Black & Sons, no definite plans were made by the petitioner to extend water to those areas. Be advised that within the City of Danbury's municipal structure there are a number of different mechanisms of extending water into an area. In all cases the person benefiting from the extension of water pays the cost; in one methodology they pay that cost up front, and in a second methodology they can be assessed for the benefit that they derive from that extension.

If there exists a desire on the part of the customer's of the Ta'Agan Point Water System to have the City of Danbury water mains extended into their area we would certainly be more than happy to entertain their requests. This is exactly what happened in Pleasant Acres and about ten other public water supply systems that previously existed within the City of Danbury. In all of those instances the customers that benefited paid for the benefit that they derived.

If you think that it would be helpful to pursue this, I would suggest that a meeting take place with representatives of the Ta'Agan Point Water Company and/or any homeowners organization that represents the customers of the system. I would be happy to explain the different methodologies that exist within the City that would result in City water being provided to their community and would be happy to talk about possible ways in which the water mains

would have to be placed in order to provide that particular service. Again, the City of Danbury stands ready, willing, and able to assist in resolving this problem and I would ask that you set up the appropriate meetings at a mutually convenient time so that if it is the State's desire to move this project forward we can begin working together towards that goal.

Sincerely,



William J. Buckley, Jr. P.E.  
Superintendent of Public Utilities

cc: Mayor Gene F. Eriquez  
R. J. Black & Sons  
Bill Cambell  
Art Gamache, DPUC  
Rick Gottschalk, Esq.  
Dominic Setaro, Jr.

WJB:sam  
sam\billword\letter\Taagan.doc

# R. J. BLACK & SON, INC.

QUALITY WATER SUPPLY SYSTEMS  
SINCE 1927

January 12, 1999

All Ta'agan Point Water Customers  
Ta'agan Point Water Company  
Danbury, CT. 06811

RE: Water Bill and Status of water Company.

Dear Water Customer:

We received a call on 1/5/99 from a customer concerning the water bill for your home, and I have been putting together some numbers to explain where we are at with the current billing.

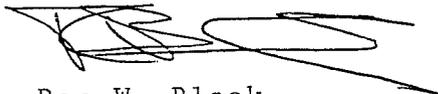
To begin with, no one is pleased about having to bill each home \$52.00 every month, when the City of Danbury provides water to Pleasant Acres next door for a fraction of that. When we were asked to temporarily operate and act as receiver for the Ta'agan Point Water Company, it was with the understanding that Danbury Water Company would be bringing it's lines to the area in 4 years or so. They presently serve Pleasant Acres - Ta'agan Point would be the next logical step.

However, it appears that at this time there is still no plan to tie into your water system, and you are therefore left with a system that is costly to run, with only 13 homes to finance it. Although we have been able to cut some costs, Ta'agan Point still has an outstanding balance of over \$3100 with R. J. Black & Son, dating back to 1997! We had to pay off old debts of over \$10,000, while keeping current with utilities and water trucking companies.

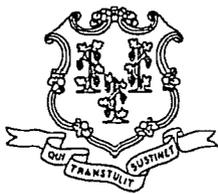
Until we can catch up to a \$0 balance with all of Ta'agan Point vendors, we are forced to continue to bill you at your current rate. I have contacted the State of CT. Department of Public Health on several occasions in an effort to alleviate the financial burdens imposed on both the customers and our company. In response, they have sent a letter to the Danbury Water Department dated January 8, 1999, requesting that Ta'agan Point be connected to their water lines. As an additional measure, we recommend that all of the homeowners petition the City of Danbury, requesting that Danbury Water Company be ordered to take over Ta'agan Point in the same manner that it took over Pleasant Acres.

I will copy the DPH and Danbury Water Department on this. In the meantime, I regret that we will be continuing to bill you at \$52.00 per month.

Sincerely,



Ron W. Black  
President



# STATE OF CONNECTICUT

## DEPARTMENT OF PUBLIC HEALTH

January 8, 1999

Mr. William Buckley  
Danbury Water Department  
155 Deer Hill Avenue  
Danbury, CT 06810

RE: Ta'Agan Point Water Company

Dear Mr. Buckley:

Prior to July 1994, the Ta'Agan Point Water Company was unable to provide a pure and adequate supply of water to its customers. There were numerous incidents of outages, low pressure and coliform violations. On July 18, 1994, in a stipulated agreement, R. J. Black & Son, Inc. was ordered by Superior Court (Docket No. CU-94-705190) to take over operation of the Ta'Agan Point Water Company as a receiver "until such time as the City of Danbury is able to incorporate the Ta'Agan Point Water Company into its public water system, or the parties return to this court for a change in the order".

It is my understanding that the City of Danbury has installed new water mains and is serving the Pleasant Acres community adjacent to the Ta'Agan Point community. Therefore, it appears that the City of Danbury would be able to incorporate the Ta'Agan Point Water Company into its public water system. Although R. J. Black & Son has greatly improved service to the customers of Ta'Agan Point Water Company, as a receiver, this system has been a burden to R. J. Black & Son and problems of inadequate sources, distribution mains and services remain. Connection to the City of Danbury appears to be in the best interests of the Ta'Agan Point customers.

By this letter, I request an update as to the status of any plans for the interconnection of the City of Danbury water main to serve the Ta'Agan Point system. A reply to this letter is requested by March 1, 1999. Thank you for your help and cooperation in this matter.

Sincerely,

Michael Hage  
Supervising Sanitary Engineer  
Water Supplies Section

MH/ems

cc: R. J. Black & Son  
William Campbell, DOH - Danbury  
Mr. Gene Eriquez, Mayor - Danbury  
Art Gamache, DPUC

S:\c\niz\tagan



Phone: (860) 509-7333  
Telephone Device for the Deaf (860) 509-7191  
410 Capitol Avenue - MS # 51WAT  
P.O. Box 340308 Hartford, CT 06134



43-June

28

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

## PLANNING & ZONING DEPARTMENT

(203) 797-4525

(203) 797-4586 (FAX)

## MEMORANDUM

To: Common Council  
City of Danbury

From: Dennis Elpern  
Director of Planning

Date: June 15, 2000

Re: Offer of Purchase or Lease City-owned Property on Garamella Boulevard  
Item 43, June Common Council Meeting

I have reviewed the request by Attorney Mazzucco, on behalf of the Cambodian New Life Evangelical Church, to purchase or lease the City-owned property on the corner of Garamella Boulevard and Maple Avenue.

This City-owned parcel, Tax Assessor Lot # I13023, is approximately 0.58 acres in size. It is a corner parcel located in the IL-40 Zoning District, created in part when the improvements to Garamella Boulevard were implemented. Parking areas are permitted uses in this district. The site is within 500 feet of the property owned by the Church at 20 Maple Avenue, such site located in the C-CBD Zone. The railroad tracks separate the City's property from the Church's property. The request indicates that the Church is trying to obtain approval to renovate and occupy the structure on this site.

As you may be aware, the Zoning Regulations require that parking facilities be on the same lot as the principal use except that within commercial, industrial and RH-3 District, all or part of the required facilities can be on a lot under the same ownership or long term lease..... "the pedestrian entrance to which is within 500 feet walking distance to the pedestrian entrance to the principal use being served." The Council's two options are the sale or long-term lease of its property.

In this regard, we raise the following issues:

1. If the City were to pursue the lease option for this site, and the Church then proceeded to gain approval to occupy the site, at the expiration of the lease period the City would be in the position of determining the continued existence of the Church. This does not appear to be a position we should back ourselves into. Sale of the site appears the better option.
2. It is not clear how the existence of the railroad tracks affects access between the two sites or what if any approvals may be required from the railroad company.
3. Staff cannot determine, based on the information submitted, if the City's site is sufficient to accommodate the required parking for the Church.
4. Staff cannot determine if and how a parking area can be developed on the City's property in accordance with the applicable zoning regulations, since a site plan has not been submitted.

We recommend this item be tabled until such time as additional information is submitted by the applicant to resolve these issues,

DIE/sc





# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

June 27, 2000

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: June agenda item #43  
Cambodian New Life Evangelical Church  
Request to Purchase Property Interest  
City Land adjacent to Garamella Boulevard

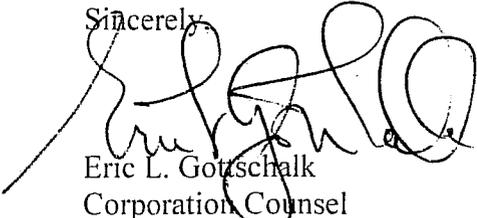
Dear Mayor and Council Members:

Please accept this letter in response to your request for a report concerning the matter referenced above. At the June Common Council meeting this matter was also referred to the Director of Public Works, the Director of Planning and the Police Chief for review. Assuming that other reports are favorable, and assuming further that you are interested in transferring title to or some other interest in this property, you may wish to forward this matter to the acting tax assessor with a request that she report to you on the value of the property interest involved. Bear in mind that since the petitioner is a religious entity, issues of church and state may arise if the proposed transaction is based on anything other than fair market value.

If the property is to be transferred in fee, you must begin by declaring the parcel surplus and then you must elect either to convey it directly to the church or to offer it for sale, through the purchasing agent, to the general public. Please bear in mind that any proposal to dispose of an interest in municipally owned property requires a two-thirds vote of all of the members of the Common Council (See §3-17 of the Danbury Municipal Charter).

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

Sincerely,

  
Eric L. Gottschalk  
Corporation Counsel

ccouncil\surplus11





43

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

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

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

June 26, 2000

MEMORANDUM

To: Jimmetta Samaha, Assistant City Clerk  
From: Chief Robert L. Paquette  
Subject: **Vacant Land – Garamella Blvd. & Maple Ave.**

Enclosed is a report submitted by Police Officer Edward Lopes in response to the referral from the Common Council meeting on June 6<sup>th</sup> regarding the City's vacant land at the above noted location.

Robert L. Paquette  
Chief of Police

RLP:ks  
Enc.



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

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

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

To: Chief Robert Paquette

From: P.O. Edward A. Lopes

Re: Vacant Land Garamella Blvd. and Maple Ave.

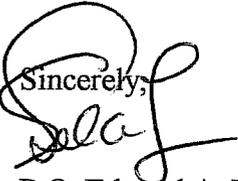
Chief Paquette,

As you requested I went to the area of #22 Maple Ave. in regards to a letter written to the City of Danbury Common Council on behalf of the Cambodian New Life Evangelical Church.

The building that the proposed Church will be located is the first building South of the railroad crossing on Maple Ave., the land in question runs from the North side of the railroad crossing to the intersection of Garamella Blvd. and Maple Ave. and then proceeds West on Garamella Blvd. The land goes from road edge and backs against the railroad tracks.

If the area is to be home of a parking area a complete traffic investigation must be supplied, as well as a parking plan that will allow an entry and an exit which forbids any traffic to back into or pull out on Maple Ave.

There have been many serious accidents on Maple Ave, which includes two fatal motor vehicle accidents in the calendar year 2000, therefore without a defined parking plan with clearly defined entry and exit points, there could be a significant traffic hazard on this two-lane one way road.

Sincerely,  


P.O. Edward A. Lopes  
Community Affairs Officer



Nov 1988: Assistant Corporation Council Laszlo Pinter drafted a proposed lease for review.

Dec. 16, 1988: Engineering Department letter to Laszlo Pinter with questions:

1. How will access to parking area be provided?
2. No curb cuts should be allowed on Garamella Boulevard. Engineering recommends that serious consideration be given to curb cuts on Maple.
3. If curb cuts are within 100 Feet of the Maple / Garamella intersection, need approval from Police Chief and Superintendent of Highways.

June 26, 1989: Traffic Engineer Abdul Mohamed memo proposing to locate driveway on Maple Avenue at furthest point from intersection. Engineering would need to determine whether or not acceptable sight distances, pavement markings, signage, turning radius, etc have been achieved.

It appears to me that the lease was never executed. In the lease there are dollar amounts that were determined to be appropriate at that time to be paid to the City for compensation for the lease being executed.

I have enclosed for your information, files, and further reference, copies of the following referenced material:

- Correspondence between Atty. Pinter and Mr. Schweitzer,
- Correspondence between Ms. Ellsworth and Atty. Pinter,
- The proposed lease between the City of Danbury and John D. Holbrook,
- The Common Council minutes and report from January of 1988, and
- Three letters from the Corporation Counsel's office to the legal firm representing John Holbrook.

Additionally, I have enclosed a map of the subject parcel (0.4306 acres in size) and a parking layout on the subject property that was supplied by Attorney Mazzucco.

In conclusion, we in the Public Works Department would have no objection to the City leasing, or selling, this property for purposes of parking. It should be noted that I have observed people playing ball in this area and it does make a nice green area at the intersection location. The ultimate decision for the future use of this property is up to the discretion of the Common Council and we would make ourselves available to provide any additional information to you.

CHIPMAN, MAZZUCCO,  
LAND & PENNAROLA, LLC  
ATTORNEYS AT LAW

43

DAVID R. CHIPMAN  
RICHARD S. LAND  
WARD J. MAZZUCCO  
FRANCIS G. PENNAROLA  
CHRISTINE L. CHIPMAN  
COURTENAY L. TISCHER

30 MAIN STREET, SUITE 204  
DANBURY, CT 06810-3043  
TELEPHONE (203) 744-1929  
TELECOPIER (203) 790-5954  
WWW.DANBURYLAW.COM

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

CITY OF DANBURY	
PUBLIC UTILITIES	
Discard Date	_____
Permanent	_____
File Code	_____

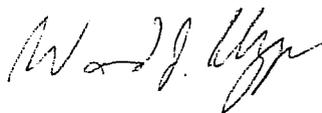
Re: Vacant Land  
Garamella Blvd.

Honorable Council Members:

We write on behalf of the Cambodian New Life Evangelical Church. The church is trying to gain approval to renovate and occupy its building at 22 Maple Avenue, but the facility desperately requires additional parking. Therefore, we request you to consider a grant, sale, lease, easement, or other conveyance of an interest in the City's vacant land along Garamella Boulevard on which parking can be constructed. We would be grateful if you could refer this matter to a committee so we can explain and discuss the proposal further.

Thank you.

Very truly yours,



Ward J. Mazzuco

WJM/sjk



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

June 26, 1989

ENGINEERING DEPARTMENT  
(203) 797-4641

JOHN A. SCHWEITZER, JR., P.E.  
CITY ENGINEER

MEMO TO: John A. Schweitzer, Jr., P.E.  
City Engineer

FROM: Abdul B. Mohamed  
Traffic Engineer

SUBJECT: John Holbrook Development at Garamella Boulevard & Maple Avenue

---

The submitted plot plan indicating the proposed location of the driveway to serve the above noted development has been reviewed. The following preliminary comments are offered for consideration:

1. Maple Avenue and Garamella Boulevard experience heavy traffic volumes during peak travel times.
2. The proposed development is located within the proximity of a signalized intersection. However, it seems the length of the property frontage along Maple Avenue would allow the locating of the site driveway at the furthest point away from the intersection. The proposal to locate the site driveway on Maple Avenue should therefore be accepted.
3. The developer should be requested to prepare and submit final plans for review and approval. It is recommended that the driveway plan indicate the following:
  - a) Location of the site driveway at the furthest possible point away from the Garamella-Boulevard-Maple Avenue intersection.
  - b) Proposed on-site parking layout.
  - c) Driveway geometric dimensions including sight distances.
  - d) Proposed driveway pavement markings and traffic signage.
  - e) Efficient driveway turning radii into and out of the site.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

December 16, 1988

ENGINEERING DEPARTMENT  
(203) 797-4641

JOHN A. SCHWEITZER, JR.  
CITY ENGINEER

MEMO TO: Lazlo L. Pinter,  
Assistant Corporation Counsel

FROM: John A. Schweitzer, Jr.  
City Engineer

SUBJECT: Lease of Property at Maple Avenue and Garamella  
Boulevard to John Holbrook

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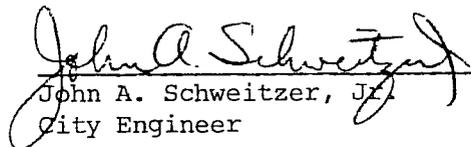
This office has reviewed the proposed lease submitted under cover of your November 3, 1988 memo.

We offer the following comments:

1. No map reference is made. There is no way to verify the acreage included in Schedule A without a map. We recommend that a map be prepared for this lease.
2. How will access to the parking area be provided? No curb cuts should be allowed on Garamella Boulevard and serious consideration should be given to any proposed curb cut on Maple Avenue. If a curb cut is proposed within 100 feet of the Maple Avenue/Garamella Boulevard intersection, a plan showing where the cut will be made must be submitted to the Local Traffic Authority (the Police Chief) and the Superintendent of Highways for approval (by ordinance).

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

Very truly yours,

  
John A. Schweitzer, Jr.  
City Engineer

JAS/PAE/gw  
c: Daniel Minahan  
Frank Cavagna  
Police Chief Macedo



NOV 9 1988

**CITY OF DANBURY** Engineering Dept.  
155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

ROBERT T. RESHA  
CORPORATION COUNSEL

ERIC L. GOTTSCHALK  
LASZLO L. PINTER  
JOHN JOWDY  
GEORGE S. SAKELLARES  
ASSISTANT CORPORATION  
COUNSEL

PLEASE REPLY TO:

DANBURY, CT 06810

November 3, 1988

MEMO TO: Patricia Ellsworth, Assistant City Engineer  
FROM: Laszlo L. Pinter, Assistant Corporation Counsel  
RE: Lease of Property at Maple Avenue and  
Garamella Boulevard to John Holbrook

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Enclosed please find a proposed lease agreement for the above property. The agreement has Schedule A attached. Please review said schedule and provide any commentary which you feel is necessary prior to expected Common Council action on this arrangement at its December, 1988 meeting.

Please note that the Common Council committee met on this matter on February 23, 1988 and recommended that the lease arrangement be prepared and Planning Commission approval obtained, both of which are now in process.

If you have any questions on this, please don't hesitate to call me.

  
\_\_\_\_\_  
Laszlo L. Pinter

LLP:cr

Enclosure



15. ~~xxxxxx~~ on the Property with your written consent.

16. **Signs.** I may not put up any sign ~~xxxxxx~~ on the Property with your written consent.

17. **No Assignment or Sublease.** I may not sublease or assign this Property without your written consent which will not unreasonably be withheld.

18. **Entry by Landlord.** You may enter the Property at reasonable times to provide services or to inspect, repair, improve or show it. You will give me reasonable notice of your intent to enter. You may enter the Property without my consent in case of emergency.

~~xxxxxx~~

20. **Compliance with Laws.** I must comply with all laws, orders, rules and requests of all governmental authorities. I will also comply with any insurance companies which have issued or are about to issue insurance policies covering this Property ~~xxxxxx~~. I will not keep anything on the Property which is dangerous, flammable, explosive or which might increase the danger of fire or other hazard. I will pay you for any fines or penalties which you are required to pay because of me. ~~xxxxxx~~

21. **Holding Over.** This Agreement cannot be renewed ~~xxxxxx~~ /after the initial term or at the termination of any options to renew without signing a new Rental Agreement this will be on a monthly basis. All of the other terms of this Rental Agreement will remain in effect. Either one of us could then terminate the rental at any time by written notice.

22. **No Waiver by Landlord.** You do not waive any rights by accepting rent or by failing to enforce any of the terms of this Agreement.

23. **Fire or Other Casualty.** My duty to pay rent may be reduced by fire or other casualties not caused by my negligence or willful act. I will not be required to pay rent while my enjoyment of the Property is substantially impaired. I may also leave the Property and end this Agreement as of the day I leave. I must notify you of this in writing within 14 days. You will then return all rent due to me. I may also vacate any unusable part of the Property. My rent would be reduced to the extent that the fair rental value is reduced.

24. **Quiet Enjoyment.** Subject to the terms of this Agreement, as long as I am not in default, I may peaceably and quietly have, hold and enjoy the Property.

25. **Subordination.** This Agreement and my rights are subject and subordinate to present and future mortgages on the Property. You may execute any papers on my behalf as my attorney in fact to accomplish this.

26. **Sale of Property.** If you sell the Property, ~~xxxxxx~~. You must notify me of this. You will then be released of all further liability to me under this Agreement.

27. **Injury or Damage.** You are not liable for any injury or damage which is not caused by your negligence or improper conduct. I will pay you for any injury or damage which is caused by me or others who stay with or visit me.

28. **Consumer Price Index Increase.** At the end of each ten year period of this lease or any renewal, the annual rent shall be increased for the following ten year period by a sum equal to the increase in the Consumer Price Index, U.S. Department of Labor (New York-Northeastern New Jersey, All Items 1967=100) using the index as of December 1988 as the base year. Any such increase shall be paid in equal monthly installments.

## Schedule A

All that certain triangular piece or parcel of land, located on the southwest corner of Maple Avenue and Garamella Boulevard in Danbury, Connecticut, containing approximately 0.6 acres, more or less, and bounded as follows:

NORTHERLY : by Garamella Boulevard;  
EASTERLY : by Maple Avenue; and  
SOUTHERLY &  
WESTERLY : by land of Connrail, so-called.

**Validity of Agreement.** If any part of this Agreement is against the law, the rest of this Agreement will remain in full force. You have the right to correct any illegal clause to make it comply with the law.

**Parties.** Both you, the Landlord, and I, the Tenant, are bound by this Agreement. All parties who lawfully succeed to our rights and responsibilities are also bound.

**Entire Agreement.** All promises you have made are contained in this written Agreement. This Agreement can only be changed by an Agreement in writing and signed by both you and me.

SIGNED AND AGREED TO BY:

Witness:

.....

.....  
LANDLORD

.....

.....  
TENANT

.....

.....  
TENANT

STATE OF CONNECTICUT, COUNTY OF

} ss.

The foregoing instrument was acknowledged before me this

day of

, 19

by

.....  
(Name(s) of person(s) acknowledging)

.....  
Commissioner of the Superior Court



STATE OF CONNECTICUT, COUNTY OF

} ss.

The foregoing instrument was acknowledged before me this

day of

, 19

by

.....  
(Name and title of officer or agent)

of

.....  
(Name of corporation acknowledging)

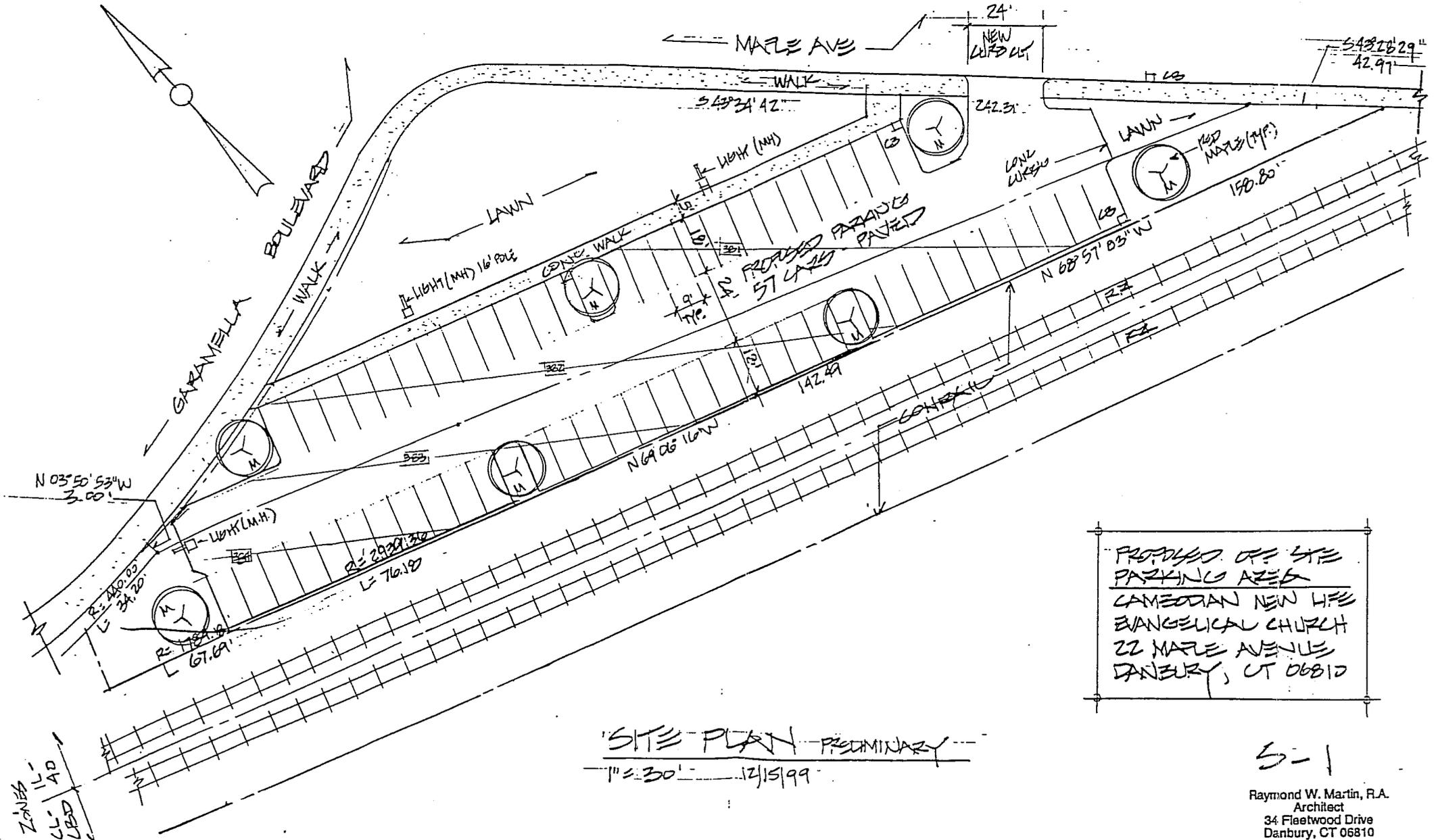
a corporation of

.....  
(State of incorporation)

....., on behalf of the corporation.

.....  
Commissioner of the Superior Court

LEASE



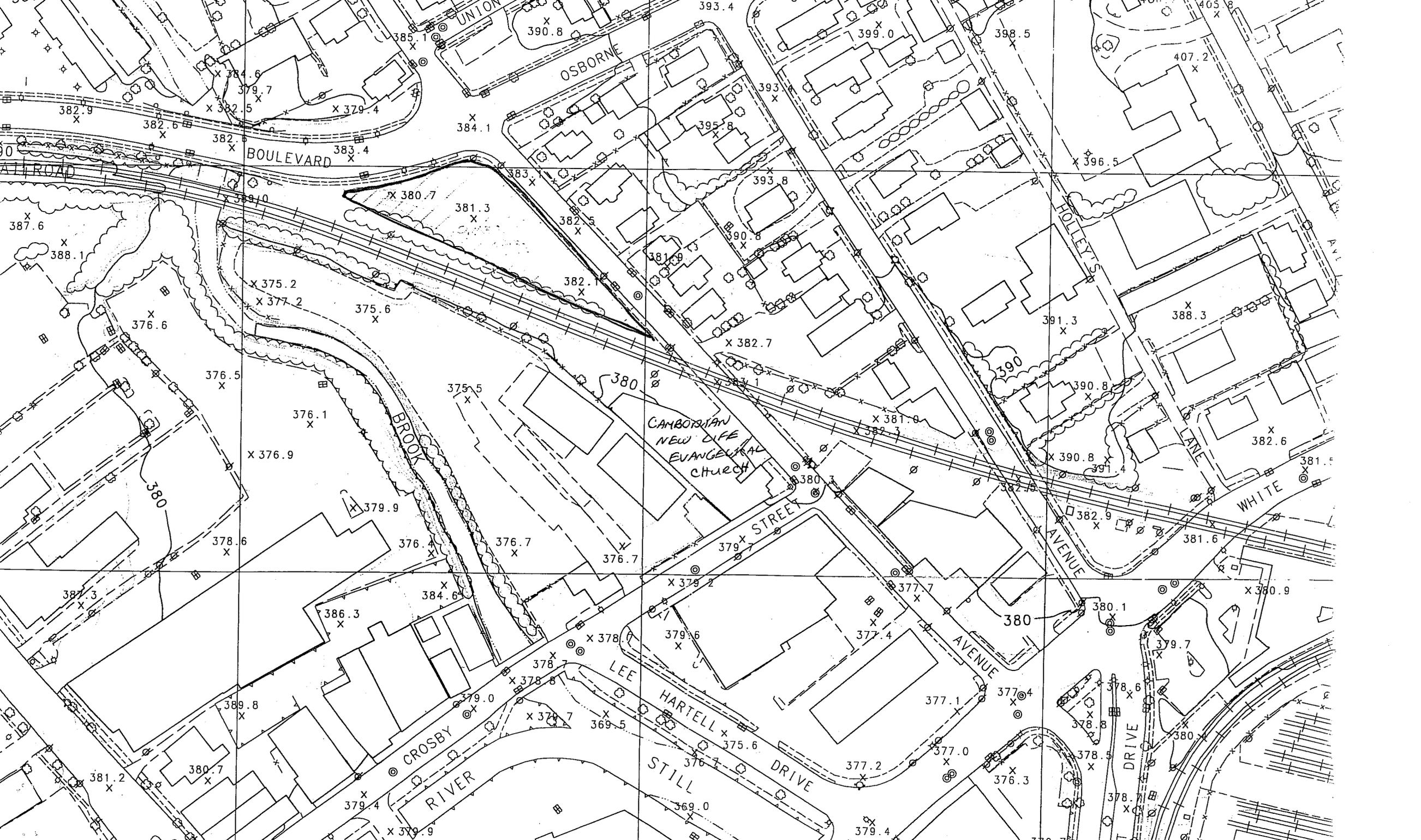
'SITE PLAN - PRELIMINARY'  
 1" = 30' 12/15/99

PROPOSED OFF SITE  
 PARKING AREAS  
 CAMERON NEW LIFE  
 EVANGELICAL CHURCH  
 22 MAPLE AVENUE  
 DANBURY, CT 06810

S-1

Raymond W. Martin, R.A.  
 Architect  
 34 Fleetwood Drive  
 Danbury, CT 06810

ZONES  
 IL AD  
 CL  
 LBD  
 LAD





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# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## REPORT

August 1, 2000

Mayor Gene F. Eriquez  
Members of the Common Council

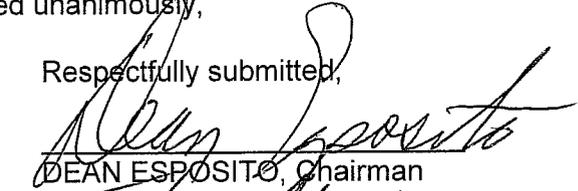
Re: Request for Sewer Extension – 83 Newtown Road

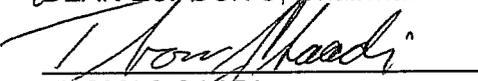
The Common Council Committee appointed to review the request for sewer extension on 83 Newtown Road met on July 25, 2000 at 8:00 P.M. in City Hall. In attendance were committee members Dean Esposito and Tom Saadi. Martin Moore was absent. Also in attendance were City Engineer William Buckley and Philip Baumann.

Mr. Esposito asked for an overview of the request. Mr. Baumann explained that he was looking to get a sewer extension to his property to help increase the changes for sale. Working with the adjoining property owner he would get an easement through their property to connect to the City sewer line. After some review, Mr. Buckley said that he saw no problem with this request. With the easement in place, the extension was possible.

Mr. Saadi made a motion to recommend approval of the request for a sewer extension to 83 Newtown Road subject to the normal eight steps and acquisition of the easement. Seconded by Mr. Esposito and passed unanimously,

Respectfully submitted,

  
DEAN ESPOSITO, Chairman

  
THOMAS SAADI

  
MARTIN MOORE



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# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## REPORT

August 1, 2000

Mayor Gene F. Eriquez  
Members of the Common Council

Re: **Request for Sewer and Water Extension on Shelter Rock Road**

The Common Council Committee appointed to review the request for sewer and water extension on Shelter Rock Road met on July 25, 2000 at 7:00 P.M. in City Hall. In attendance were committee members Dean Esposito, Michael Moore and Martin Moore. Also in attendance were City Engineer William Buckley, Attorney Paul Jaber, Tom Cissen of Ginsburg Development and Jeanne Williamson of Consultants and Engineers, as well as Council Members Saadi, Furtado and Basso, ex-officio.

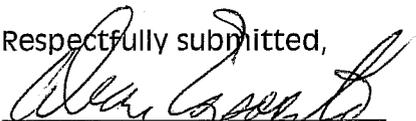
Mr. Esposito asked for an overview of the request. Ms. Williamson gave the committee a detailed description of what was planned for the project regarding sewer and water. Mr. Buckley explained that the Engineering Department has reviewed the request and found it acceptable based on the normal eight steps. He recommended two additional steps. Step Nine – Phasing plan be set with each completed phase to be reviewed and approved by the Public Works Department before a CO is granted. Step Ten – the developer is responsible for the full completion of the sewer line installation to the landfill pump station regardless of any change in the insulation agreement.

Mr. Saadi asked if the new lines could be installed in a way that there may be an addition to them for service to some residents in the area. Ms. Williamson said that an end cap boot could be installed for that purpose. Mr. Furtado asked about the status of the landfill pump station and size of the pipeline to the plant. Mr. Buckley said that the pump station pumps might need to be upgraded to insure adequate flow..

Michael Moore made a motion that the request for sewer and water extensions to Shelter Rock be approved subject to the normal eight steps and the additional two steps recommended by the City Engineer as outlined above. Seconded by Martin Moore and passed unanimously.



MARTIN MOORE

Respectfully submitted,  
  
DEAN ESPOSITO, Chairman  
  
MICHAEL MOORE



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# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## REPORT

August 1, 2000

Mayor Gene F. Eriquez  
Members of the Common Council

Re: **Agreement with Danbury Hospital/Interfaith Social Action Corp.**

The Common Council Committee appointed to review the agreement with Danbury Hospital/Interfaith Social Action Corp. met on July 12, 2000 at 7:05 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Smith and Furtado. Mrs. Basso was on vacation.

Attorney Paul Jaber gave a summary of the history of this project. The main purpose of this meeting was to amend the existing documents in order to relocate some of the proposed structures and areas. The architects presented the revisions. Director of Parks and Recreation Robert Ryerson and the Corporation Counsel stated that there were several meetings with various City departments and all agreed that the revised project would be the best concept. Mr. Furtado asked about the water supply on the property and he was told that the well and the water would continue to be a back up to the hospital. Various spokespersons expressed their hope that these revised plans would be accepted and that construction could start in the Spring.

Mr. Furtado made a motion to amend the various agreements among the three parties which would change the location of the various areas and structures. The parties are the City of Danbury, Danbury Hospital and Interfaith Social Action Corp. Mrs. Smith seconded the motion which passed unanimously.

Respectfully submitted,

MARY SMITH, Chairman

MANNY FURTADO

PAULINE BASSO



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# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## REPORT

August 1, 2000

Mayor Gene F. Eriquez  
Members of the Common Council

Re: **Regional Safe Home for Children**

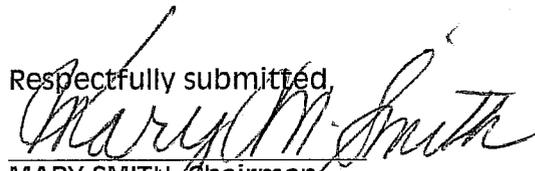
The Common Council Committee appointed to review the request for funds for a regional safe home for children met on May 8, 2000 at 7:05 P.M. in the Third Floor Caucus Room. In attendance were committee members Smith, Michael Moore and Saracino.

This meeting was scheduled because the issue was tabled from a meeting held on April 19, 2000. The request for assistance for operating costs, purchasing and/or renovations costs were reviewed. Questions asked by the committee included whether other municipalities offered funding, how much money is committed to the down payment, what other agencies are involved, how severe are the needs of the children and what are their ages? State Representative Lewis Wallace stated that there is a request pending for bond money and the expected amount is \$300,000. Progress on this request should be known in about six weeks. Representatives from Family and Children's Aid explained that the State Department of Children and Family will not allow us to limit serving only children from Danbury, However, it is more than likely that the majority would be from Danbury and the balance from the surrounding areas.

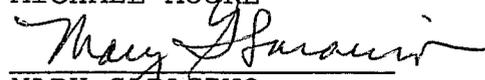
Corporate help has been and will continue to be provided by GE Capital a well as from the United Way and other local corporations such as Union Savings Bank. This would be the second facility of this nature in Danbury. The house if for sale and there is community support for the project. Mr. Moore and Mrs. Saracino expressed the Council's willingness to support this endeavor. With the hope of bonding for the purchase of the house, it would be the Council's intent to support operations and/or renovation expenses.

Since the bonding issue is outstanding a motion was made to table the request until further information is received. Motion was seconded and passed unanimously.

Respectfully submitted,

  
MARY SMITH/Chairman

  
MICHAEL MOORE

  
MARY SARACINO



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## REPORT

August 1, 2000

Mayor Gene F. Eriquez  
Members of the Common Council

Re: St. Peter's Cemetery

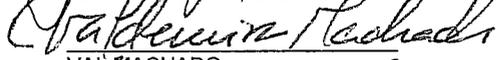
The Common Council Committee appointed to review the request from the Bridgeport Roman Catholic Diocesan Corporation regarding St. Peter's Cemetery met on July 24, 2000 at 7:00 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members John Esposito, Machado and Martin Moore. Also in attendance were Attorney Robert Talarico, Corporation Counsel Eric Gottschalk, Assistant City Engineer Patricia Ellsworth and Council Member Manny Furtado, ex-officio.

Attorney Talarico stated that the Dioceses would like to grant a conservation easement and utility easement (sanitary sewer) on a portion of the property owned by it at St. Peter's Cemetery. In lieu of monetary compensation they are requesting that the City discontinue, as a public highway, that portion of Lake Avenue Extension from Kenosia Avenue to Interstate 84. In doing so, the Diocese will be able to utilize that area to expand its facilities and would be compensated for not being able to utilize the land over which a conservation easement is granted. Upon discontinuation of the use of Lake Avenue Extension, Robert Electric, owners of a portion of the property on the road will reserve the right to use the road. The cemetery will maintain the road and will not impede their access. The City will have no further responsibility regarding the road.

Mrs. Ellsworth stated that the conservation easement will also provide Mill Plain Road with a sewer interceptor to relieve capacity problems and will allow the City to conserve the land and reserve the right to install the sewer line. Attorney Gottschalk stated that the City has the right to discontinue road use through the Common Council. Whenever the City does discontinue a road, the owner of land off that road retains the right to use the road. If the road is not a public highway, the Diocesan Corporation does not have to comply with Zoning regulations regarding setbacks, etc. and will gain additional buildable land.

Mr. Machado made a motion to recommend approval of the request to grant the Bridgeport Roman Catholic Diocesan Corporation a portion of Lake Avenue Extension in exchange for the specified conservation easement and the right to install sanitary sewer and water lines along the area outlined to the City, with the understanding that other property owners will have the rights to the center of the road to Kenosia Avenue and have the rights of access. The road will be maintained by the Diocesan Corporation. The motion was seconded by Mr. Moore and passed unanimously.

Respectfully submitted,

  
JOHN ESPOSITO, Chairman  
  
VAL MACHADO  
  
MARTIN MOORE



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

## PLANNING COMMISSION

(203) 797-4525

(203) 797-4586 (FAX)

August 22, 2000

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

Re: 8-24 Referral - Discontinuance of Lake Avenue Ext., Conservation and Utilities Easements on Land Owned by Diocese of Bridgeport

Dear Council Members:

The Planning Commission at its meeting August 16, 2000, motioned for a positive recommendation for the discontinuance of Lake Avenue Ext., and the Conservation and Utilities Easements on land owned by the Diocese of Bridgeport, as long as the property owners fronting on the road agree that it should be discontinued.

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

Sincerely yours,

  
Steve Zaleta  
Vice-Chairperson

SZ/jlc