

**COMMON COUNCIL MEETING – November 9, 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,  
Arconti, John Esposito, Abrantes, Pascuzzi, Basso, Furtado, Gallagher, Gogliettino,  
Michael Moore, Martin Moore, Saracino

\_\_\_\_\_ 18 Present \_\_\_\_\_ 2 Absent

**PUBLIC SPEAKING**

**MINUTES** – Minutes of the Common Council Meeting held October 3, 2000 and the  
Special Common Council Meeting held October 19, 2000

**CONSENT CALENDAR**

1 – COMMUNICATION – Resignation of Joseph Coco

2 – RESOLUTION – Ice Facility – GMAC Forbearance Agreement

3 – RESOLUTION – Local Law Enforcement Grant

4 – RESOLUTION – Community Employment Incentive Program

5 – RESOLUTION – Drug Enforcement Grant #11

6 – RESOLUTION – Magnet School

7 – RESOLUTION – Emergency Shelter

8 – RESOLUTION – Environmental Protection Grant

9 – COMMUNICATION – Millennium Project

10 – COMMUNICATION – Appointment of Charles Volpe as Purchasing Agent

11 – COMMUNICATION – Reappointment as Parking Ticket Hearing Officer

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

13 – COMMUNICATION – Appointment as Alternate to the Commission on Persons  
with Disabilities

14 – COMMUNICATION – Appointment to the Commission on Aging

15 – COMMUNICATION – Donations to the Department of Elderly Services

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16 – COMMUNICATION – Donation to the Health Department

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17 – COMMUNICATION – Donations to the Library

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18 – COMMUNICATION – Fire Department Special Services Account

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19 – COMMUNICATION – Reappropriation of Donated Funds

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20 – COMMUNICATION – Petition to accept Caraway Drive as a City Road

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21 – COMMUNICATION – Request for Water Extension – 19 & 21 Cedar Street

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22 – COMMUNICATION – Request for Extension of Time – Broad Street

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23 – COMMUNICATION – Request to Purchase City Property at 7 Society Hill

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24 – COMMUNICATION – Road Widening Parcel – East Lake Road

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25 – COMMUNICATION – Public Buildings/Teamsters Contract

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26 – COMMUNICATION – Mootry Peak

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27 – COMMUNICATION – 303-307 White Street

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28 – COMMUNICATION – Executive Air

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29 – COMMUNICATION – Ta'Agan Point Public Water Supply System

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30 – COMMUNICATION – Wastewater Treatment Facility Agreement Amendment

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31 – COMMUNICATION – Douglas Kovatch and Town Park v. Johns Manville

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32 – REPORT – Recycling and Solid Waste Disposal Agreement

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33 – PROGRESS REPORT – Hawthorne Cove Road

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34 – DEPARTMENT REPORTS – Health and Housing, Welfare, Public Works, Fire Chief, Fire Marshall, Department of Elderly Services

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35 – COMMUNICATION – Tarrywile Lake Dam Repairs

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

JOSEPH C. COCO

8 HIGH MEADOW HILL  
DANBURY, CT 06811

(203) 790-7518  
FAX (203) 748-5686

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October 25, 2000

Michael Seri  
Town Clerk  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

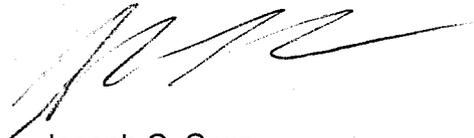
RE: Common Council

Dear Michael:

Effective upon your receipt of this letter, I hereby resign my position as Common Council Representative for the Seventh Ward.

Enclosed please find my ID badge and parking badge issued by the City.

Sincerely,



Joseph C. Coco

cc: Betty Crudginton - City Clerk

**CONSENT CALENDER – November 9, 2000**

3 - Adopt the Resolution to apply for and accept grant funding in the amount of \$32,102 from the United States Department of Justice Assistance

4 - Adopt the Resolution to apply for and accept grant funding in the amount of \$41,564 from the State of Connecticut Department of Labor

5 - Adopt the Resolution to apply for and accept grant funding in the amount of \$471,032 from the State Office of Policy and Management for our Drug Enforcement Program

7 - Adopt the Resolution to apply for and accept grant funding in the amount of \$97,580 from the State Department of Social Services

11 – Approve the reappointment of Paul Estefan as a Parking Ticket Hearing Officer

12 – Approve the appointment of Doris Pietras to the Commission on Persons with Disabilities

13 – Approve the appointment of Richard Lewis as an alternate to the Commission on Persons with Disabilities

14 – Approve the appointment of Sharon Kelly to the Commission on Aging

18 – Approve the transfer of \$15,000 into the Fire Department Special Services Account

19 – Approve the transfer of \$770 from the Elderly Services Donations Revenue Account to the Commission on Aging budget

22 – Approve the extension of time for a sewer and water extension on Broad Street for a period not to exceed eighteen months

32 – Approve the report and recommendations regarding the Recycling and Solid Waste Disposal Agreement with the clarification that the semi-annual payments are \$28,500 each for a total annual sum of \$57,000

33 – Approve the report and recommendation regarding Hawthorne Cove Road

35 – Approve the agreement with the State of Connecticut regarding the design of Tarrywile Lake Dam Repairs, acting as the Flood and Erosion Control Board



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# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

November 2, 2000

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Redevelopment Project -- Ice Arena  
GMAC Commercial Credit LLC -- Forbearance agreement

Dear Mayor and Council Members:

Prior to the default by ARC Ice Sports Danbury, Inc., the Redevelopment Agency permitted ARC to finance the ice arena project and allowed its lender to place a mortgage on the property. That mortgage is now held by GMAC Commercial Credit LLC ("GMAC").

In order to avoid the possibility that GMAC could foreclose on that mortgage, city officials negotiated the terms of a tentative forbearance agreement with GMAC. Under the terms of the proposed agreement GMAC would commit not to initiate foreclosure proceedings, thereby allowing the sale of the Danbury Ice Arena to go forward, with the mortgage to be satisfied whether in full or on a discounted basis, from the proceeds of the sale.

Please consider the attached resolution, which would authorize the Mayor to execute this forbearance agreement with GMAC, and act upon it at your earliest opportunity.

Sincerely,

Eric L. Gottschalk  
Corporation Counsel

cc: Dominic A. Setaro, Jr., Director of Finance  
Daniel E. Casagrande, Assistant Corporation Counsel



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

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

RESOLVED by the Common Council of the City of Danbury:

**WHEREAS**, as a result of the default by ARC Ice Sports Danbury, Inc. under the Redevelopment contract of December 2, 1997, the City of Danbury exercised its right of reverter and reacquired title to the Danbury Ice Arena land and building on June 6, 2000, subject to the rights of GMAC Commercial Credit LLC, the authorized mortgage holder ("GMAC"); and,

**WHEREAS**, the City of Danbury has selected Mancini · Duffy as the leader of its design team and Canlan Ice Sports Corp as its consultant and construction manager and has appropriated the sum of \$1,402,818 from various sources for the purpose of completing the Ice Arena project; and,

**WHEREAS**, the City of Danbury has resumed construction of the Danbury Ice Arena project and will now diligently pursue its completion; and,

**WHEREAS**, the forbearance of GMAC in connection with its right to foreclose its mortgage as well as the satisfaction and release thereof is in the best interests of the City of Danbury as the city seeks to sell the Ice Arena to a qualified owner;

**NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT** Mayor Gene F. Eriquez be and hereby is authorized to negotiate and execute a forbearance agreement on behalf of the City of Danbury with GMAC containing those terms and conditions under which GMAC shall agree not to initiate foreclosure proceedings, thus allowing the sale of the Danbury Ice Arena to proceed.



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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

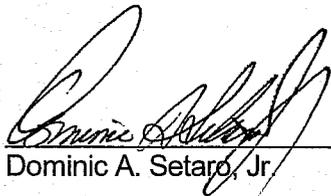
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**To:** Hon. Gene F. Eriquez via the Common Council  
**From:** Dominic A. Setaro, Jr., Director of Finance  
**Date:** October 18, 2000  
**Re:** **RESOLUTION – LOCAL LAW ENFORCEMENT GRANT**  
**CC:** K. G. Redenz, R. L. Paquette, K. Barry

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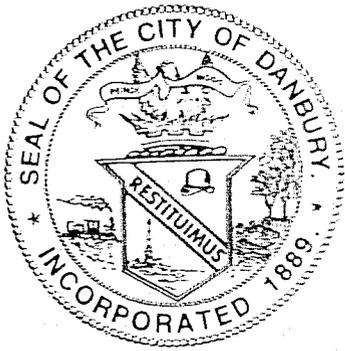
Attached for your review is a resolution that allows the City of Danbury Police Department to apply for and accept grant funding from the U.S. Department of Justice Assistance (BJA). This grant in the amount of \$32,102 requires a local match of \$3,567. The funding for the local match is available in the Police Department Budget.

Attached is a copy of the paperwork received by this office for your review. The Common Council is requested to consider this resolution at its next meeting.

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

DAS/jgb

Attach.



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

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

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the U.S. Department of Justice, Bureau of Justice Assistance (BJA) under the Fiscal Year 2000 Omnibus Appropriations Act (Pub. L. 104 208) has advised the City of Danbury of its eligibility to apply to BJA for a direct award of \$32,102.00 under this program with a local cash match of \$3,567.00 required, and

WHEREAS, the funding under this new program will be used by the Danbury Police Department to purchase various items of equipment to enhance effective law enforcement within the City of Danbury, and

WHEREAS, the grant period will run for 24 months from the date of the initial payment received.

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury, is hereby authorized to apply for and accept such grant award and the Mayor is authorized to sign any contracts/documents in connection therewith and do all things necessary to effectuate the purposes of said grant.

**Impact Statement  
U.S. Department of Justice  
Office of Justice Programs  
Local Law Enforcement Block Grant**

This grant will enable the Danbury Police Department to purchase law enforcement and crime prevention equipment. This will be the fifth year the City of Danbury has participated in this program.

This program allows the Danbury Police Department to more greatly impact the delivery of services to our city's residents. Past purchases under this program have included an unmarked car for the traffic unit, a radar speed advisory unit to advise motorists of their speed, crime prevention equipment and other items.

Equipment to be purchased can not be identified at this time inasmuch as the grant requires input from an advisory committee to be appointed by the Mayor. Additionally, a public hearing must be held following the advisory committee process.

This grant, in the amount of \$32,102, has a match requirement of \$3,567.

September 25, 2000  
Kevin N. Barry

<b>LLEBG FY 2000 Application</b>			
<b>Date Certified :</b> 06-SEP-00		<b>Date Submitted :</b>	
<b>Jurisdiction Information</b>			
<b>Jurisdiction:</b> Danbury City	<b>County:</b>	<b>State:</b> CONNECTICUT	<b>CDFA Number:</b> 16.592
<b>Budget Information</b>			
<b>Eligible Award Amount:</b> \$32,102	<b>Final Award Amount:</b> \$32,102	<b>Match Amount:</b> \$3,567	<b>Matching Funds Description:</b> State and Local Government Units
<b>CEO Information</b>			
<b>Title:</b> Mayor	<b>Name Prefix:</b> Mr.	<b>Last Name :</b> Eriquez	<b>First Name :</b> Gene
<b>Address:</b> 155 Deer Hill Avenue Danbury, CT 06810-7726	<b>Telephone:</b> 203-797-4511	<b>Fax:</b> 203-796-1666	<b>Email:</b> g.eriquez@ctconnect.com
<b>Program Contact Information</b>			
<b>Title:</b> Asst. for Public Safety	<b>Name Prefix:</b> Mr.	<b>Last Name :</b> Barry	<b>First Name :</b> Kevin
<b>Address:</b> 155 Deer Hill Avenue Danbury, CT 06810-7726	<b>Telephone:</b> 203-797-4591	<b>Fax:</b> 203-796-1666	<b>Email:</b> k.barry@ctconnect.com
<b>Application Details</b>			
<b>Date Agreed to Trust Fund Requirement:</b> 06-SEP-00		<b>Applicant is PSOHB Compliant:</b> Yes	
<b>Date Agreed to SPOC Requirement:</b> 06-SEP-00		<b>Date Agreed to SAA Review Requirement:</b> 06-SEP-00	
<b>Date Agreed to Certifications:</b> 06-SEP-00		<b>Date Agreed to Assurances:</b> 06-SEP-00	

Close Window



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

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

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

WHEREAS, the U.S. Department of Justice, Bureau of Justice Assistance (BJA) under the Fiscal Year 2000 Omnibus Appropriations Act (Pub. L. 104 208) has advised the City of Danbury of its eligibility to apply to BJA for a direct award of \$32,102.00 under this program with a local cash match of \$3,567.00 required, and

WHEREAS, the funding under this new program will be used by the Danbury Police Department to purchase various items of equipment to enhance effective law enforcement within the City of Danbury, and

WHEREAS, the grant period will run for 24 months from the date of the initial payment received.

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury, is hereby authorized to apply for and accept such grant award and the Mayor is authorized to sign any contracts/documents in connection therewith and do all things necessary to effectuate the purposes of said grant.



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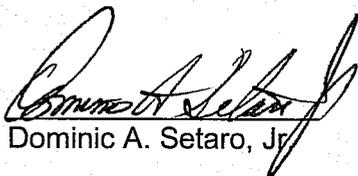
## M E M O R A N D U M

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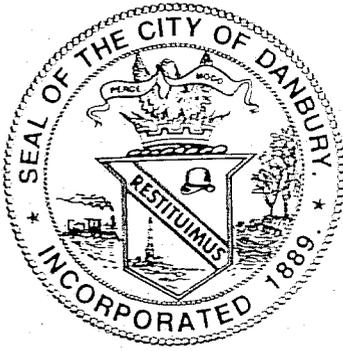
**DATE:** October 30, 2000  
**TO:** Hon Gene F. Eriquez,  
via the Common Council  
**FROM:** Dominic A. Setaro, Jr., Director of Finance  
**RE:** **Resolution – Community Employment Incentive Program**  
**CC:** K. G. Redenz, D. MacKenzie

Attached for your review is a revised resolution that will allow the City of Danbury Department of Welfare to apply for and accept funding in the amount of \$41,564.00 from the State of Connecticut Department of Labor. This reflects a reduction of \$2,289 from the previous amount that was applied for with the State. There is no local cash match.

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 State of Connecticut Department of Labor will make grant funds available to municipalities under its Community Employment Incentive Program (CEIP) to fund employment placement projects for recipients of SAGA benefits and specific Medicaid recipients; and

**WHEREAS**, the State of Connecticut Department of Labor and municipal Welfare Departments are working together to advance their mutual goal of assisting recipients to secure employment and attain economic self sufficiency; and

**WHEREAS**, the City of Danbury Welfare Department is eligible to receive a grant of up to \$41,564.00 for the period of July 1, 2000 to June 30, 2001 upon approval of an application therefore.

**NOW, THEREFORE, BE IT RESOLVED THAT** Gene F. Eriquez, Mayor of the City of Danbury is hereby authorized to apply for said funds, to accept the grant if approved and the Mayor is further authorized to execute any contracts therefor and to do all things necessary to effectuate the purposes of the grant award.



# 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 Labor will make grant funds available to municipalities under its Community Employment Incentive Program (CEIP) to fund employment placement projects for recipients of SAGA benefits and specific Medicaid recipients; and

**WHEREAS**, the State of Connecticut Department of Labor and municipal Welfare Departments are working together to advance their mutual goal of assisting recipients to secure employment and attain economic self sufficiency; and

**WHEREAS**, the City of Danbury Welfare Department is eligible to receive a grant of up to \$41,564.00 for the period of July 1, 2000 to June 30, 2001 upon approval of an application therefore.

**NOW, THEREFORE, BE IT RESOLVED THAT** Gene F. Eriquez, Mayor of the City of Danbury is hereby authorized to apply for said funds, to accept the grant if approved and the Mayor is further authorized to execute any contracts therefor and to do all things necessary to effectuate the purposes of the grant award.



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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

November 9, 2000

Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

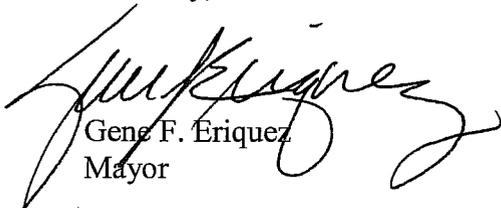
The City is, once again, the recipient of a \$471,032 grant from the State Office of Policy and Management for our Drug Enforcement Program.

Attached is the distribution of these funds for law enforcement purposes, education programs and crime prevention activities.

Please adopt this resolution so we can receive these funds that assist us in keeping Danbury the safest city in all of Connecticut.

Thank you for your cooperation.

Sincerely,



Gene F. Eriquez  
Mayor



# 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:** October 30, 2000  
**Re:** RESOLUTION – DRUG ENFORCEMENT GRANT #11  
**CC:** K. G. Redenz, R. L. Paquette

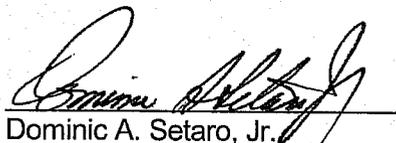
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Attached for your review is a resolution that will allow the City of Danbury Police Department to apply for and accept grant funding from the State of Connecticut, Office of Policy and Management. This grant in the amount of \$471,032 will be for the time period July 1, 2000 through June 30, 2001. The grant funding will be distributed as follows:

\$235,515 is designated for Enforcement  
\$188,413 is designated for Education  
\$47,104 is designated for Crime Prevention

No local match is required.

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

  
Dominic A. Setaro, Jr.

DAS/jgb

Attach.



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

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

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

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

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

**WHEREAS**, the grant period is effective July 1,2000 through June 30, 2001 and no local cash match is required;

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

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

**PROJECT BUDGET ITEMIZATION**

Enforcement \_\_\_\_\_ Education   X   Crime Prevention (entitlement cities only) \_\_\_\_\_

Applicant: Danbury

Project Title: Drug Entitlement

A. Personnel	Annual Salary	% of time	
D. Foster,	\$63,530.00	1.0 FTE	
C. Hall,	26,870.40	.4 FTE	
S. Ratchford	12,221.80	.2 FTE	
Substitutes	\$70/day	10 days	
<b>Salaries Total</b>			<b>\$103,322.20</b>
Fringe Benefits	(Calculated at <u>7.65%</u> ) FICA, health, life, LTD, dental		
<b>Fringe Benefits Total</b>			<b>\$ 13,714.00</b>
<b>Personnel Total</b>			<b>\$117,036.20</b>
<b>B. Travel &amp; Training</b>			
Peer Leadership training retreats; Camp Hebron, Channel 3 Country Camp Peer Mediation training workshops Workshops/conferences specific to drug prevention, violence prevention, and character education			
mileage reimbursement per IRS \$.325			
<b>Travel &amp; Training Total</b>			<b>\$ 6,100.00</b>
<b>C. Equipment (Description, Quantity &amp; Unit Price)</b>			
<b>Equipment Total</b>			<b>\$ 0.00</b>

**PROJECT BUDGET ITEMIZATION**

Enforcement \_\_\_\_\_ Education X Crime Prevention (entitlement cities only) \_\_\_\_\_

Applicant: Danbury

Project Title: Drug Entitlement

<p>D. Supplies</p> <p>posters, videos, classroom instructional supplies for drug education prevention programs</p>	
<p><b>Supplies Total</b></p>	<p>\$176.80</p>
<p>E. Consulting &amp; Contractual</p> <p>Drugs Don't Work, The School Partnership, annual membership \$100.00</p> <p>Community Action Center of Greater Danbury, for Hispanic Center of Greater Danbury; bilingual drug education teacher \$16,000.00</p> <p>Danbury Hospital, CCATS; substance abuse student counselor \$45,000.00</p> <p>Guest speakers, 4,000.00</p>	
<p><b>Consulting &amp; Contractual Total</b></p>	<p>\$65,100.00</p>
<p>F. Facilities</p>	
<p><b>Facilities Total</b></p>	<p>0.00</p>
<p>G. Other</p>	
<p><b>Other Total</b></p>	<p>0.00</p>

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

\*(Entitlement cities only) **TOTAL PROJECT COST:** \_\_\_\_\_

Prepared by: Frances Evans (Name) Coordinator Physical Education & Human Development K-12 Title Phone: 203-797-4743

Signature: *Frances Evans* Date: 10/2/00

INSTRUCTIONS ON NEXT PAGE

**PROJECT NARRATIVE**  
**Enforcement and Crime Prevention**  
**(entitlement cities only)**

**All Applicants Must Respond To The Following Questions**

**1. What is the extent of the drug problem in your community?** Describe the community conditions that have prompted the development of this project. Include statistics to document the situation.

Community conditions and statistics contained in the enforcement section of this application.

**2. Strategy:** Describe the law enforcement and crime prevention\* strategy(ies) or program(s) proposed as a response to the community drug problem.

1. To continue to take a leadership position in community events and organizations with substance abuse prevention goals and to facilitate cooperation and communication between involved groups/agencies. Includes National Night Out, Drug Fair, and Stand-Together Coalition.
2. Continue to work with neighborhood groups or organizations (Trinity Neighborhood, Oakland Avenue, and Blind Brook Associations and others) and to encourage the formation of additional groups.
3. Assist in the development and support the Danbury Neighborhood Association (DNA) which goals are to represent and support neighborhood groups through training, materials and representation before the City and other governmental, service or support agencies.
4. Have at least 5,000 contacts with residents concerning crime prevention programs and information.

**PROJECT NARRATIVE**  
**Enforcement and Crime Prevention**  
**\*(entitlement cities only)**

**3. What are the projected results of the law enforcement and crime prevention strategy(ies) or program(s)? Results should be directly related to the community conditions or needs identified in question one.**

Through encouraging participants to take an active part in the reduction of criminal activity and the reduction of substance abuse, we hope to make residents attain a better quality of life by the increase in apprehensions and the involvement of the residents in these programs. An increased pride in their neighborhood will be developed through cleanup and beautification programs. Participants will have a great pride in their homes, neighborhoods and city.

With the participation of police personnel in community activities such as Watch meetings, National Night Out, Neighborhood Watch, PAL and the Danbury Neighborhood Association, residents will see that the partnership of community and police can have positive results. Experience has shown that when the police and neighborhoods work together a better rapport develops and both law enforcement and the neighborhood take on more "ownership" of the problems and solutions.

By encouraging the citizenry to take an active part in crime prevention we hope to show that crime (and its prevention) is not just a police problem but also a community problem.

**4. Briefly describe law enforcement and crime prevention\* program activities project staff will conduct.**

Continue to promote and participate in programs such as Neighborhood Watch, National Night Out, Violence and Auto Theft prevention and youth crime/drug prevention activities.

Continue to provide information and referral programs for the community as a whole.

Conduct programs for targeted populations with specific needs.

Continue to strongly support neighborhood and community associations involved in crime and substance abuse prevention projects.

Provide speakers on requested topics and provide the free loan of crime prevention tools and audio visual material.

**PROJECT NARRATIVE**  
**Enforcement and Crime Prevention**  
**(entitlement cities only)**

**5. Briefly describe how the effectiveness of law enforcement and crime prevention program activities will be measured. List data to be collected, by whom and on what schedule to document project performance.**

Submission of quarterly reports as required, will help to measure activity.

Prevention goals have historically been hard to measure. The changes in criminal activity and in the decrease (and in some cases the increase) in calls for service to the target areas will help to measure the program effectiveness.

Public attitudes toward their law enforcement agency will also help to measure effectiveness in addition to an increased positive attitude on the part of the police officer towards the people he/she serves.

**6. How will law enforcement and crime prevention program activities enhance you community's long-term drug law enforcement or crime prevention goals?**

By strongly supporting and actively participation in neighborhood crime prevention programs, we will promote prevention activities and form police/citizen partnerships. Also, by encouraging neighborhood groups to take the "lead" in these activities, we will help develop ownership, thus ensuring the continuation of these projects . Success breeds success. As more neighborhoods have successful programs, more uninvolved neighborhoods will want to become partners. Our experience over the past few years has shown the positive extent that resident participation in crime prevention and neighborhood improvement programs can have. Blight has been and is being removed, drug sales and prostitution reduced, assaults and robbery incidents lowered and the quality of life greatly improved.

**7. In the absence of DEP funds how will the program be funded or supported in the future?**

When residents are encouraged to take part and lead programs, they increase their ownership in these activities. This ownership demands the continuation of the programs even if DEP funding should not be available. Additionally, some of the present programs were active prior to the availability of DEP funds. The City of Danbury has made and continues to make a strong commitment to crime prevention.

**PROJECT BUDGET ITEMIZATION**

Enforcement \_\_\_\_\_ Education \_\_\_\_\_ Crime Prevention (entitlement cities only) X

Applicant: City of Danbury

Project Title: Crime Prevention Program

---

**Personnel Salaries**

Overtime compensation for officers assigned to the Community Services Division to present crime and substance abuse prevention programs throughout the city and to assist community based programs and associations conducting programs in targeted areas. Assignments will include special events such as the drug abuse prevention fair and exhibits at the Danbury Fair Mall and other city wide events.

**Total for salaries is \$6,214.00**

**Fringe Benefits:**

Fringe benefits are covered by the City of Danbury

**Total for fringe benefits is \$0.00**

**Travel and Training:**

Participation in the annual symposium National Crime Prevention Conference, Washington, DC. Registration, housing and meals.

**Total for travel and training is \$4,000.00**

**Equipment**

Computer, scanner, software, digital camera for desktop publishing purposes and to enhance delivery on localized drug and crime prevention brochures and newsletter to the community

**Total for equipment is \$2,200**

## PROJECT BUDGET ITEMIZATION

Enforcement \_\_\_ Education \_\_\_ Crime Prevention (entitlement cities only) X

Applicant: City of Danbury

Project Title: Crime Prevention Program

---

### Supplies:

Purchase of new or replacement of consumed crime and substance abuse prevention brochures and other handout materials.

Printing of locally developed brochures or handouts.

Purchase of copy paper, overhead transparencies, ink jet cartridges, and other paper products and regular office supplies used by the Community Services Division for its community programs and events.

Rental and service for one year of pagers for CSD staff. Staff is away from police radio contact during most of their activity. Pagers used to contact staff during these times.

**Total for Supplies is \$1,390.00**

### Consulting and Contractual

Continued funding for the Good Friend Program--a mentoring program at risk boys and girls to interact with positive adult role models. Program includes alcohol and other drugs abuse prevention education for the participants--both child and adult role models. Added this year will be a parenting skills program for all aspects of the community, not just their clients.

Funding for the Hispanic Center of Danbury , substance abuse prevention programs to include educational programs for parents and youth in the hispanic community.

Continued funding for the "Stand Together--Make A Difference" substance abuse prevention coalition--a multiagency alliance of substance abuse organizations.

Funding for the Danbury Neighborhood Association neighborhood support programs.

Funding for the Danbury Police Athletic League Inc., a non-profit voluntary agency providing athletic, educational and career oriented programs for youth in Danbury.

Funding for the Exchange Club of Danbury, Crime and Child Abuse Prevention Programs.

**Total For Contractual/Consulting \$28,500.00**

**Attachment A**

Purchase of a personal computer for use by Community Services Division only and specifically intended for desktop publishing programs to enhance service to neighborhood associations and the community in general.	1,300.00
Purchase a scanner for above	250.00
Purchase of digital camera for above	650.00
<b>Total Attachment A</b>	<b>2,200.00</b>

## **Attachment B**

Purchase of Substance Abuse brochures and hand out materials	300.00
Printing of local brochures	300.00
Office supplies (including paper, file folders printer ink, printed forms and normal office supplies not listed	400.00
Service fees for numeric beepers for CSD staff use, 1 year.	390.00
<b><i>Total Attachment B</i></b>	<b><i>1,390.00</i></b>

**Attachment C**

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

## **Attachment D**

Continued funding for annual Substance Abuse Prevention Fair and other city-wide events. Funding to cover costs of tent rental, displays, handout items, promotional items, food for volunteers and associated costs. 3,300.00

Funding for Neighborhood Watch signs and promotional and educational materials; development of slides and overheads explaining the program and related activities. Including city-wide participation in the National Night Out (against crime) program. 1,500.00

***Total Attachment D*** 4,800.00

**PROJECT BUDGET ITEMIZATION**

Enforcement \_\_\_\_\_ Education \_\_\_\_\_ Crime Prevention (entitlement cities only) XX

Applicant:

Project Title: CRIME PREVENTION PROGRAM

A. Personnel	Annual Salary	% of time	
<p>Overtime costs for personnel assigned to the Community Services Division to conduct substance abuse and crime prevention programs. This is to include neighborhood watch, tenant meetings and others. Other programs include; Safety Day presentations at the PAL facility and Danbury Fair Mall Programs also requested for presentation by the community.</p>			
<b>Salaries Total</b>			\$6,214.00
Fringe Benefits	(Calculated at _____%)		
*NONE - COVERED BY CITY OF DANBURY*			
<b>Fringe Benefits Total</b>			
<b>Personnel Total</b>			
<b>B. Travel &amp; Training</b>			
<p>Participation at the National Crime Prevention Training Conference. Registration, Housing, Meals. Also regional and local crime prevention seminars.</p>			
<b>Travel &amp; Training Total</b>			\$4000.00
<b>C. Equipment (Description, Quantity &amp; Unit Price)</b>			
See Attachment "A"			
<b>Equipment Total</b>			\$2,200.00

INSTRUCTIONS ON NEXT PAGE

**PROJECT BUDGET ITEMIZATION**

Enforcement \_\_\_\_\_ Education \_\_\_\_\_ Crime Prevention (entitlement cities only) XX

Applicant:

Project Title: **CRIME PREVENTION PROGRAM**

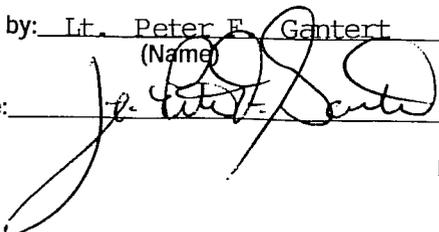
D. Supplies See Attachment "B"	
<b>Supplies Total</b>	<b>\$1,390.00</b>
E. Consulting & Contractual See Attachment "C"	
<b>Consulting &amp; Contractual Total</b>	<b>\$28,500.00</b>
F. Facilities	
<b>Facilities Total</b>	<b>-\$0-</b>
G. Other See Attachment "D"	
<b>Other Total</b>	<b>\$4,800.00</b>

Enforcement Funds Requested: \_\_\_\_\_ % of Total: \_\_\_\_\_  
 Education Funds Requested: \_\_\_\_\_ % of Total: \_\_\_\_\_  
 \*Crime Prevention Funds Requested: 10 % of Total: 97,104

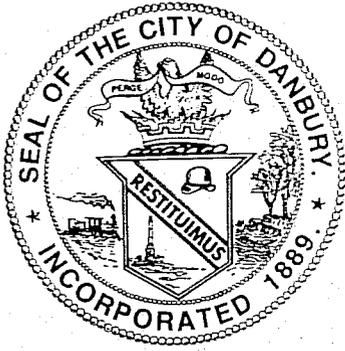
\*(Entitlement cities only)

**TOTAL PROJECT COST:** \_\_\_\_\_

Prepared by: Lt. Peter F. Gantert Title: Lieutenant Phone: 203 797 4577  
 (Name)

Signature:  Date: 9/20/00

INSTRUCTIONS ON NEXT PAGE



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

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

RESOLVED by the Common Council of the City of Danbury:

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

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

**WHEREAS**, the grant period is effective July 1, 2000 through June 30, 2001 and no local cash match is required;

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

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



6

# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

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

November 9, 2000

Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

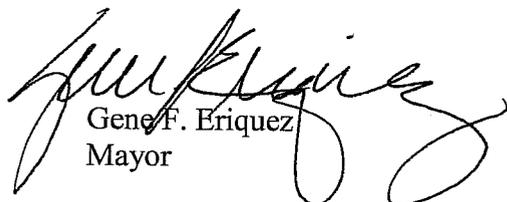
Attached is a resolution that outlines the efforts the City and the Danbury Public Schools have undertaken to realize the development of a new Magnet School and a new elementary school including space dedicated for early childhood education and care.

As you are aware, the Common Council previously adopted a resolution in support of the Magnet School plan, construction of which will be funded entirely by the State of Connecticut Department of Education. This resolution further addresses the City and Schools' desire to develop a new elementary school on City owned land adjacent to Broadview Middle School in exchange for the future sale of the Roberts Avenue School to Western Connecticut State University.

In sum, this resolution authorizes formal negotiations to proceed to determine terms and conditions associated with this plan. Any successfully negotiated agreement will be forwarded to you for further consideration.

Thank you for your support of these exciting initiatives. The education of our City's school aged children and the provision of quality childcare and school readiness for our pre-schoolers will be greatly enhanced. And, our school space needs for the long-term future will be effectively met through the formalization of this plan.

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:

**WHEREAS**, the City of Danbury wishes to construct a magnet school on property now forming a part of the west side campus of Western Connecticut State University (hereinafter referred to as "WCSU"); and,

**WHEREAS**, WCSU is willing to transfer a parcel of land located on the west side campus to the city for the purpose of establishing such a magnet school provided, that the parties can agree upon adequate consideration; and,

**WHEREAS**, WCSU wishes to acquire Roberts Avenue School from the City of Danbury; and,

**WHEREAS**, the City of Danbury is willing to transfer Roberts Avenue School to WCSU, provided that the parties can agree upon adequate consideration and provided further that prior to said transfer, a new elementary school is constructed on a site adjacent to Broadview Middle School;

**WHEREAS**, the acquisition of a site for the proposed magnet school and the transfer of Roberts Avenue School to WCSU for adequate consideration are both in the best interests of the City of Danbury and supported by the Common Council;

**NOW THEREFORE**, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT, Mayor Gene F. Eriquez be and hereby is authorized to undertake formal negotiations with WCSU representatives in an effort to establish the terms and conditions associated with each of the above referenced transfers.



7

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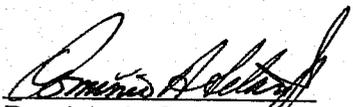
## M E M O R A N D U M

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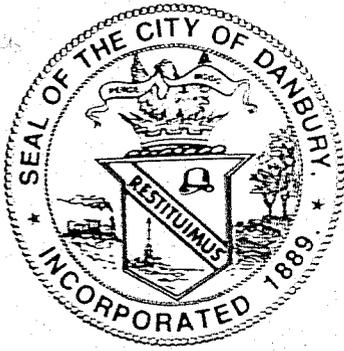
**DATE:** October 23, 2000  
**TO:** Hon Gene F. Eriquez,  
via the Common Council  
**FROM:** Dominic A. Setaro, Jr.  
**RE:** **RESOLUTION – EMERGENCY SHELTER**  
**CC:** K. G. Redenz, D. MacKenzie

Attached for your review is a resolution which would provide funding for Danbury's Emergency Homeless Shelter. Acceptance of this resolution will allow the City of Danbury Welfare Department to apply for and accept funding from the State of Connecticut, Department of Social Services in the amount of \$97,580. No local match is required. The grant's time period is October 1, 2000 to September 31, 2001. It should be noted that this application was not sent to the City by the State in time for its September meeting. An impact statement and budget is attached for your review.

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

  
Dominic A. Setaro, Jr.

Attach.



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

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

RESOLVED by the Common Council of the City of Danbury:

Whereas, the State of Connecticut, Department of Social Services has made available a grant in the amount of \$97,580.00 for the operation of the Emergency Shelter; and

Whereas, the grant period is October 1, 2000 through September 30, 2001; and

Whereas, no local match is required.

Now, therefore be it resolved that Gene F. Eriquez, Mayor of the City of Danbury, is empowered to execute and deliver in the name and on behalf of the City of Danbury a certain contract with the Department of Social Services of the State of Connecticut for this Emergency Shelter Grant and to affix the corporate seal.



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

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

RESOLVED by the Common Council of the City of Danbury:

Whereas, the State of Connecticut, Department of Social Services has made available a grant in the amount of \$97,580.00 for the operation of the Emergency Shelter; and

Whereas, the grant period is October 1, 2000 through September 30, 2001; and

Whereas, no local match is required.

Now, therefore be it resolved that Gene F. Eriquez, Mayor of the City of Danbury, is empowered to execute and deliver in the name and on behalf of the City of Danbury a certain contract with the Department of Social Services of the State of Connecticut for this Emergency Shelter Grant and to affix the corporate seal.



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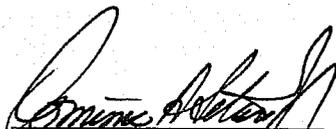
## M E M O R A N D U M

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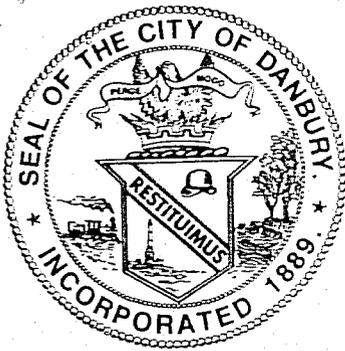
**DATE:** November 1, 2000  
**TO:** Hon Gene F. Eriquez,  
via the Common Council  
**FROM:** Dominic A. Setaro, Jr., Director of Finance  
**RE:** **Resolution – Environmental Protection Grant**  
**CC:** K. G. Redenz, J. Kozuchowski

Attached for your review is a resolution that will allow the City of Danbury Department of Health and Housing to apply for and accept funding up to \$50,000 from the State of Connecticut, Department of Environmental Protection. This funding will support the engineering and pilot studies to be conducted for the Barnum Court property. There is no local cash match, but additional funds will be needed for the cleanup, which will be requested as part of the 2001-2002 budget.

Attached is an impact statement prepared by Jack Kozuchowski 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 property at 13 Barnum Court, owned by the City through foreclosure, is limited from resale due to levels of mercury contamination in the soils that do not meet Connecticut's Voluntary Remediation Standards;

and

**Whereas**, a detailed environmental assessment and Remediation Design conducted for the City by TRC Environmental Consultants has identified "phytoremediation" - the use of plants to decontaminate the soils - as a viable clean-up alternative;

and

**Whereas**, the Environmental Protection Agency (EPA) has expressed interest in sponsoring this site as a phytoremediation demonstration project and has funding to support the initial engineering and pilot studies through an "Environmental Research Cooperative Grant";

and

**Whereas**, a full-scale phytoremediation project on the site has the potential to de-contaminate the property at a much reduced cost to the City or future developers.

**Now, Therefore be it Resolved** that the Common Council authorizes the Danbury Health Department to apply for the grant funds up to \$50,000.00 to support the engineering and pilot studies and to authorize the Mayor to accept such funds, if awarded, and enter into any contractual agreements with the Environmental Protection Agency that would allow the execution of said grant.

**Impact Statement:** Environmental Protection Agency  
Environmental Research Cooperative Grant

*“Phase I Engineering/preliminary plot study of phytoremediation at 13 Barnum Court*

**Description of Project:** The City has recently completed all environmental assessments and a remedial design for the clean-up of contamination at 13 Barnum Court. The remedial design presents two alternatives for remediation of mercury in the soils: excavation and disposal or phytoremediation.

The conventional process of clean-up – excavating the soils and disposing them at a licensed hazardous waste landfill – requires an immediate outlay of approximately \$180,000. There is no grant funding available to subsidize the excavation/disposal costs.

An alternative approach would employ the innovative technology of “phytoremediation” – planting special crops that are designed to “hyper-accumulate” mercury from the soils – would accomplish the natural cleansing of mercury from plants with a minimum of disposal costs. The Environmental Protection Agency currently has funding to sponsor a national demonstration project which would subsidize the phytoremediation test cells and investigate the environmental pathways for mercury during such a phytoremediation demonstration. This impact statement is for authorizing the submittal of the first grant application, which would set up the test cells and provide a one year preliminary study of the performance of phytoremediation on the site. The grant is up to \$50,000 for this demonstration project.

**Financial Impact.** There are two areas of financial impact to the City that would be incurred by this project:

- ◆ Disposal of solid hat wastes that would be segregated from the Barnum Court soils during the construction of the phytoremediation cells. There is an unknown amount of hat wastes which are present in the soils and not amenable to phytoremediation. The EPA grant would not subsidize disposal costs. Our consultant estimated 28 - 113 cubic yards of hat wastes, which would cost in the range of \$11,200 - \$45,000. in disposal costs that would not be subsidized by the grant. This is only a conservative estimate – we will not know the precise amount of hat wastes to be disposed until the construction of the research cells next Summer. A capital budget proposal for funds for hat waste disposal will be requested in the fiscal 2001-2002 budget.
- ◆ An indirect cost of City staff time will be expended from the Environmental Health Division (particularly the Coordinator of Environmental and Occupational Health Services) to direct this project.

**Project Benefit.** The project, if successful, could cleanse the property of mercury contamination using the natural phytoremediation process. This would save approximately \$140,000 - \$170,000 in excavation/disposal costs and would allow the City to auction the site for redevelopment.

**Financial reporting Requirements.** At the conclusion of the grant project, there is a program/financial report required to document our expenses and activities.

**Grant Audit/ Administration Fees.** The grant officer from the EPA has advised me that grant audit/ administration fees are not disallowed and that a 3% fee for such administrative expenses is reasonable.

**Council Resolution.** A Common Council resolution is needed to apply for and receive this grant. A draft of a resolution is attached.



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

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

RESOLVED by the Common Council of the City of Danbury:

**Whereas**, the property at 13 Barnum Court, owned by the City through foreclosure, is limited from resale due to levels of mercury contamination in the soils that do not meet Connecticut's Voluntary Remediation Standards;

and

**Whereas**, a detailed environmental assessment and Remediation Design conducted for the City by TRC Environmental Consultants has identified "phytoremediation" - the use of plants to decontaminate the soils - as a viable clean-up alternative;

and

**Whereas**, the Environmental Protection Agency (EPA) has expressed interest in sponsoring this site as a phytoremediation demonstration project and has funding to support the initial engineering and pilot studies through an "Environmental Research Cooperative Grant";

and

**Whereas**, a full-scale phytoremediation project on the site has the potential to de-contaminate the property at a much reduced cost to the City or future developers.

**Now, Therefore be it Resolved** that the Common Council authorizes the Danbury Health Department to apply for the grant funds up to \$50,000.00 to support the engineering and pilot studies and to authorize the Mayor to accept such funds, if awarded, and enter into any contractual agreements with the Environmental Protection Agency that would allow the execution of said grant.



# 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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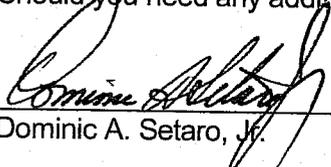
**To:** Hon. Gene F. Eriquez via the Common Council  
**From:** Dominic A. Setaro, Jr., Director of Finance  
**Date:** October 30, 2000  
**Re:** **MILLENNIUM PROJECT**

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

Mark & Susan Horton	\$25.00
John & Kathleen Azzariti	\$44.00
James & Kathryn Stanley	\$50.00
John & Kathleen Azzariti	\$20.00
Laura Ambrose	\$20.00
Tana Parseliti	\$12.00
Newman Center at WCSU	\$25.00
Deep's Foodliner, Inc.	\$250.00
Cash donation	\$172.00

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

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

/jgb

Attach.

MARK A. HORTON  
SUSAN J. HORTON  
1 E. HAYESTOWN RD. UNIT 1  
DANBURY, CT 06811

Date 2-13-00 2192

51-7224/2211

Pay to the Order of Danbury Millennium Project \$ 25.00

Twenty Five / 100 Dollars

UNION SAVINGS BANK  
MAIN OFFICE  
226 MAIN STREET  
DANBURY, CT 06810

**Habitat for Humanity International**

Memo Mark A. Horton

⑆221172241⑆ 600 044 517⑆ 2192

JOHN F. AZZARITI  
KATHLEEN A. AZZARITI  
38 TANGLEWOOD DRIVE  
DANBURY, CT 06811

Date July 14, 2000 6704  
51-57/119

Pay to the Order of Millennium \$ 44.00

Forty four / 100 Dollars

FLEET BANK  
MILL PLAIN OFFICE 1423  
DANBURY, CONNECTICUT 06813 142

For Kathleen Azzariti

⑆01190057⑆ 000?? 50605⑆ 6704

DR. JAMES W. STANLEY  
MRS. KATHRYN STANLEY  
24 WARD DRIVE, SOUTH TEL. 743-6999  
DANBURY, CT 06810

Date July 25, 2000 3940  
51-57/119

Pay to the order of Danbury Millennium Project \$ 50.00

Fifty Dollars Dollars

FLEET DANBURY CENTRAL OFFICE  
21124 DANBURY, CONNECTICUT 06810

James Stanley

DEEPS FOODLINER INC  
45 NORTH ST.  
DANBURY CT. 06810

12027

51-7251/2211 463

DATE Oct. 17, 2000

PAY TO THE ORDER OF Danbury Millennium Project \$ 250.00

Two hundred fifty / 100 DOLLARS

FOR [Signature]

30 Main Street  
Danbury, CT 06810

**SUMMIT BANK**

⑆012027⑆ ⑆221172513⑆ 0002⑆089⑆ 1⑆

**JOHN F. AZZARITI**  
**KATHLEEN A. AZZARITI**  
38 TANGLEWOOD DRIVE  
DANBURY, CT 06811

Date Oct 23, 2000 6840 51-57/119

Pay to the order of Danbury Millennium Project \$ 20.00  
Twenty 00/100 Dollars

**FLEET BANK**  
MILL PLAIN OFFICE 1423  
DANBURY, CONNECTICUT 06813 142

For Kathleen Azzariti MP

⑆01190057⑆ 000?? 50605⑈ 6840

ATIVE MONOGRAM

The simpler. The better.

Anna M. Parselli

Date 9-15-00 51-7010/2111

to the order of Millennium Project \$ 12  
twelve 00/100 Dollars

**WEBSTER BANK**

ster Plaza, Waterbury CT 06702

Tom Parselli MP

⑆0117010⑆ 0910071844⑈

**LAURA AMBROSE**  
55 MILL PLAIN RD. #29-2  
DANBURY, CT 06811

51-7218/2211 4092  
0610006663  
DATE 9/29/00

TO THE ORDER OF Danbury Millennium Project \$ 20.00  
twenty and 00/100 DOLLARS

**people's bank**  
CONNECTICUT

Laura Ambrose MP

2770

**NUTMEG FEDERAL SAVINGS & LOAN**

301 MAIN ST.  
WOOSTER PLAZA  
DANBURY, CT 06810  
51-7253/2211

**NEWMAN CENTER AT W.C.S.U.-  
DIOCESE OF BRIDGEPORT**

P.O. BOX 706  
DANBURY, CT 06813-0706

Oct 14 2000

\$ 25.00 00/100 DOLLARS

Danbury Millennium Project  
Twenty five

[Signature]  
AUTHORIZED SIGNATURE

⑆002770⑈ ⑆221172539⑆ 612 009 217⑈

SECURITY FEATURES INCLUDED. DETAILS ON BACK. 6

MEMO



10

# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

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

November 9, 2000

Honorable Members of the Common Council  
City of Danbury, Connecticut

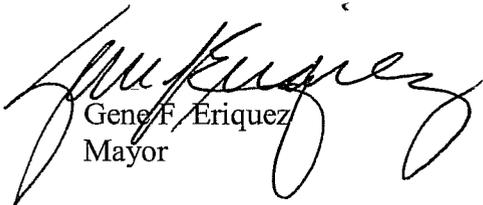
Dear Council Members:

I hereby submit for your confirmation the appointment of Charles J. Volpe, Jr. as Purchasing Agent for the City of Danbury effective December 1, 2000.

Mr. Volpe has served as Assistant Purchasing Agent since March, 1987. For over thirteen years, he has been a dedicated professional serving the purchasing and financial interests of our city government.

Thank you for your consideration of this matter.

Sincerely,



Gene F. Eriquez  
Mayor



# 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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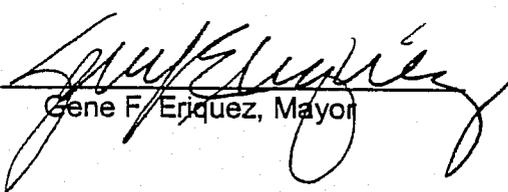
**TO:** Hon. Gene F. Eriquez, Mayor  
**FROM:** Dominic A. Setaro, Jr., Director of Finance  
**RE:** PURCHASING AGENT  
**DATE:** November 1, 2000

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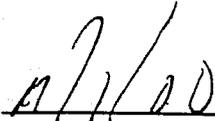
I hereby request that you approve the appointment of Chick Volpe as Purchasing Agent effective December 1, 2000. I have been notified by Civil Service that he is the only candidate for this position, and I concur with their recommendation that this position not be retested.

Dominic A. Setaro, Jr.

DAS/jgb

Approved: 

Gene F. Eriquez, Mayor

Date: 



# CITY OF DANBURY

OFFICE OF THE MAYOR  
DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

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

November 9, 2000

Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

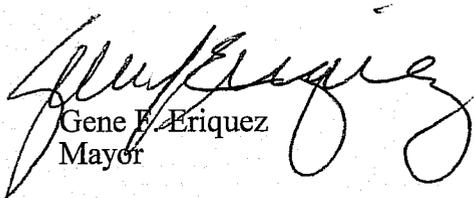
I hereby submit for your confirmation the reappointment of the following individual as a Parking Ticket Hearing Officer with a term to expire July 1, 2002:

Paul Estefan (D)  
156 Triangle Street  
Danbury, CT 06810

Mr. Estefan has served in this position for seven years and holds hearings on a biweekly basis.

Thank you for your consideration of these appointments.

Sincerely,

  
Gene F. Enriquez  
Mayor



# CITY OF DANBURY

OFFICE OF THE MAYOR  
DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

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

November 9, 2000

Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

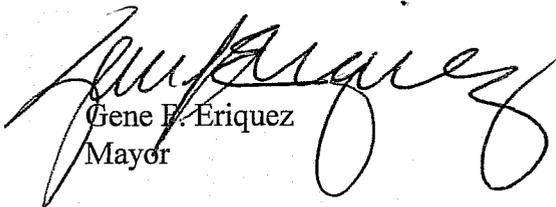
I hereby submit for your confirmation the appointment of the following individual as a regular member of the Commission on Persons with Disabilities, to fill an unexpired term:

Doris Pietras (D)  
2 Valley Stream Drive  
Danbury, CT 06811  
Term to Expire: March 1, 2001

Mrs. Pietras is presently an Alternate Member of the Commission and regularly attends Commission meetings.

Thank you for your consideration of this appointment.

Sincerely,

  
Gene F. Eriquez  
Mayor



# CITY OF DANBURY

OFFICE OF THE MAYOR  
DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

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

November 9, 2000

Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

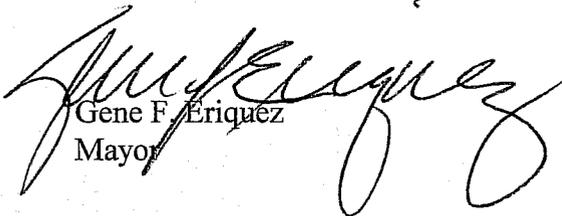
I hereby submit for your confirmation the appointment of the following individual as an Alternate to the Commission on Persons with Disabilities:

Richard Lewis (D)  
7 Padanaram Road, Unit 243  
Danbury, CT  
Term to Expire: March 1, 2002

Mr. Lewis, as a person with disabilities, has been a regular attendee at Commission meetings. He has held positions with DATHAR and with the Danbury Hospital Crisis Intervention Unit.

Thank you for your consideration of this appointment.

Sincerely,

  
Gene F. Enriquez  
Mayor



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

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

November 9, 2000

Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

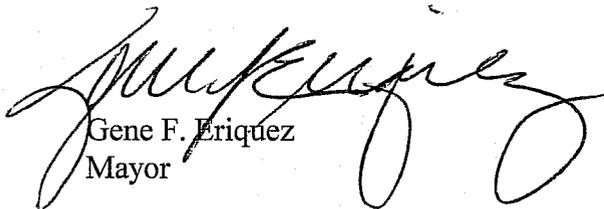
I hereby submit for your confirmation the appointment of the following individual to the Commission on Aging, with a term to expire October 1, 2003:

Sharon Kelly (R)  
38 Stadley Rough Road  
Danbury, CT 06811

Ms. Kelly is a nurse practitioner employed by the State of Connecticut and has shown a keen interest in the activities of the Commission by her regular attendance at Commission meetings.

Thank you for your consideration of this appointment.

Sincerely,

  
Gene F. Eriquez  
Mayor



# CITY OF DANBURY

DANBURY, CONNECTICUT 06810  
DEPARTMENT OF ELDERLY SERVICES  
COMMISSION ON AGING

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

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

To: Dept. of Finance  
From: Elderly Services  
Re: Donations/Senior Center  
Date: 10/28/00

The following donations were sent to the Dept of Elderly Services for the use of the Senior Center:

Ashlar of Newtown	25.00
Ashlar of Newtown	25.00
Center School PTO (Brookfield)	50.00
The Village at Brookfield Commons	25.00
Senior Network	45.00
Town of Newtown (Senior Center)	<u>50.00</u>
Total:	220.00

Thank you

  
Leo McIlrath



16

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

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

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

October 10, 2000

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

Dear Mayor Eriquez and Common Council Members:

Antonio Cerveira, Manager of the White Street Dunkin Donuts, has offered to provide donuts, bagels and muffins (with related condiments) for the four food safety related training sessions being provided by this department on October 20 & 23 and November 9 & 13, 2000.

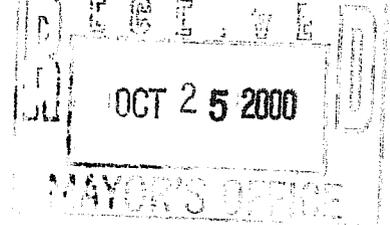
The department would like to accept these donations for use in regard to the Code Compliance and ServSafe Certification training sessions being provided.

Thank you for your consideration of this matter.

Sincerely,

William Campbell  
Director of Health

cc: Paul Schierloh, Associate Director



17

September 22, 2000

Mayor Gene F. Eriquez  
Danbury City Hall

Dear Mayor Eriquez:

We have received the following donations:

<u>DONOR</u>	<u>AMOUNT</u>
1. Ms. Caroline V. Cameron, Corresponding Secretary, Danbury/New Fairfield Newcomers Club, 3 Carriage House Dr. 06810	\$60.00
2. Ms. Carol Ekonomides, 9 Candlewood Dr. 06811	9.30

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

Sincerely,

E. McDonough  
Director

c: D. Setaro - Director of Finance



18

## CITY OF DANBURY

DANBURY, CONNECTICUT 06810

Fire Department  
19 New Street

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

**DATE:** OCTOBER 12, 2000

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

**FROM:** CARMEN J. OLIVER, FIRE CHIEF

**RE:** SPECIAL SERVICE ACCOUNT #2010.5052

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

---

I am requesting \$15,000 be transferred into the Special Services Account #2010.5052 since the unencumbered balance as of October 7, 2000 is \$13,391.

Due to the continuous Fire Watch at the Mall, this transfer will allow funding for the upcoming months. If further information is needed, please contact.

*Carmen J. Oliver, Fire Chief*

CJO/ft  
SpecialServsTrans



19

# 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:** October 30, 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 \$770.00 to be transferred from the Elderly Services Donations Revenue Account to the Commission on Aging budget to the following accounts:

Professional Services/Fees	5002.5311	\$404.00
Office Supplies	5002.5601	<u>300.00</u>
	Total	\$704.00

Dominic A. Setaro, Jr.

/jgb



# CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES

COMMISSION ON AGING

**Danbury Senior Center**

80 Main Street

(203) 797-4686

Date: 10/29/00

**Municipal Agent**

80 Main Street

(203) 797-4687

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 \$704.00 from the Elderly Services donations account to the Commission on Aging budget for the following accounts:

Professional Service Fees – 5002.5311	\$404.00
Office Supplies – 5002.5601	\$300.00

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

COHEN AND WOLF, P. C.  
ATTORNEYS AT LAW

20

HERBERT L. COHEN  
(1928-1983)

AUSTIN K. WOLF  
MARTIN F. WOLF  
RICHARD L. ALBRECHT  
JONATHAN S. BOWMAN  
IRVING J. KERN  
MARTIN J. ALBERT  
STEWART I. EDELSTEIN  
NEIL R. MARCUS  
DAVID L. GROGINS  
GRETA E. SOLOMON  
ROBIN A. KAHN  
RICHARD G. KENT  
RICHARD SLAVIN  
DANIEL S. NAGEL  
RICHARD J. Di MARCO

DAVID B. ZABEL  
MARK A. KIRSCH  
DAVID M. LEVINE  
JOSEPH G. WALSH  
DAVID A. BALL  
JOCELYN B. HURWITZ  
STUART M. KATZ  
MONTE E. FRANK  
PATRICIA C. SULLIVAN  
VINCENT M. MARINO  
ANN B. MULCAHY  
RANDY P. KABAKOFF  
MARNIE J. RUBIN

SPECIAL COUNSEL  
G. KENNETH BERNHARD  
OF COUNSEL  
ROBERT J. ASHKINS  
STUART A. EPSTEIN  
JACK E. MCGREGOR

1115 BROAD STREET  
P. O. BOX 1821  
BRIDGEPORT, CONNECTICUT 06601-1821  
TELEPHONE (203) 368-0211  
FACSIMILE (203) 394-9901

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

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

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

October 4, 2000

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

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

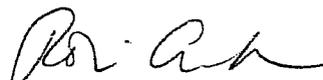
RE: Caraway Drive, Caraway Estates, Danbury, Connecticut

Dear Mayor Enriquez and Members of the Common Council:

On behalf of my client, Joe's Hill, LLC, I am hereby petitioning that Caraway Drive be accepted as a City road. I am also requesting that the City accept a drainage easement into which drainage from Caraway Drive will be discharged.

Kindly place this matter on the agenda of the next meeting of the Common Council.

Very truly yours,

  
Robin A. Kahn

RAK/lr

COMMON COUNCIL - CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer \_\_\_\_\_

Water  X

Name of Applicant:  Joe Putnam

Address:  4 McKay Road

Danbury, CT 06811

Telephone:  (203) 798-7059

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

Located at:  19& 21 Cedar Street, Danbury, CT

Assessors's Lot No.  I09217 (#19), I09189 (#21)

Zone:  RA-20

Intended Use: Retail \_\_\_\_\_ Single Family Residential  X

Office \_\_\_\_\_ Multiple Family Development \_\_\_\_\_

Mixed Use \_\_\_\_\_

Industrial \_\_\_\_\_

Number of Efficiency Units \_\_\_\_\_

Number of 1 Bedroom Units \_\_\_\_\_

Number of 2 Bedroom Units \_\_\_\_\_

Number of 3 Bedroom Units \_\_\_\_\_

Total Number of Units \_\_\_\_\_

*Michael J. Maguire*  
\_\_\_\_\_  
AGENT  
SIGNATURE

10/25/00   
DATE

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

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

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

October 27, 2000

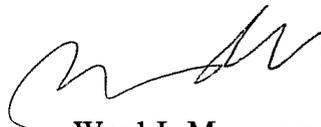
Common Council  
c/o City Clerk  
155 Deer Hill Avenue  
Danbury, CT 06810

Re: Sewer and Water Extension - Broad Street

Honorable Council Members:

We represent Broad Street Associates, the owners of property on Broad Street in Danbury. The Common Council granted a sewer and water extension for this property which will expire in December. On-site construction is underway, but the owner will not be able to begin off-site utility work before the season for excavation within City roads ends. Accordingly, we respectfully request an extension of those approvals as spring construction is now expected. Thank you as always for your consideration.

Very truly yours,

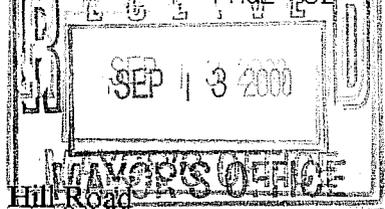


Ward J. Mazzucco

WJM:sm

cc: Broad Street Associates  
Ms. Jeanne L. Williamson, P.E.

Via Hand Delivery



9 Bullet Hill Road  
Danbury, CT 06811

September 12, 2000

23

Mayor Gene Eriquez  
155 Deer Hill Avenue  
Danbury, CT 06810

Dear Mayor Eriquez,

It has come to our attention that the City of Danbury currently owns the land located at #7 Bridle Ridge Road. We believe this street has since been renamed to #7 Society Hill.

My wife and I are currently interested in purchasing this land at its fair market value.

Please contact us, or have someone in your staff contact us at (203)778-5939 so we can discuss the steps required to acquire this property.

Sincerely,

Roderick Edwards

Alexandra Edwards

24

COHEN AND WOLF, P. C.  
ATTORNEYS AT LAW

HERBERT L. COHEN  
(1928-1983)

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

October 30, 2000

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

Mr. Thomas Arconti, President  
Common Council, City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

RE: East Lake Estates (f/k/a Daniel Estates)  
East Lake Road, Danbury, Connecticut

Dear Mr. Arconti:

By this letter I am hereby requesting that the Common Council accept a road widening parcel from my client, Ball Pond Development Corp., the owner of the above-referenced subdivision. The conveyance of the road widening parcel was a condition of the Planning Commission's approval of the subdivision.

I will forward a proposed deed, Certificate of Title and Affidavit to Patricia Ellsworth and Rick Gottchalk for their review and approval.

Thank you for your attention to this matter.

Very truly yours,



Robin A. Kahn

RAK/lr

cc: Ball Pond Development Corp.

**CITY OF DANBURY**

**HIGHLIGHTS OF TENTATIVE AGREEMENT FOR NEW CONTRACT  
WITH TEAMSTERS LOCAL 677, PUBLIC BUILDINGS DIVISION**

**Article 1, Recognition**

The parties clarify that this contract applies only to full-time employees.

**Article 2, Union Security**

Following contract signing, union dues will be deducted weekly, rather than monthly.

**Article 4, Hours of Work and Overtime**

The Mechanic III who takes emergency calls at home will be paid 1-1/2 hour per call, which will be included in any minimum call in should he be required to report to work.

**Article 7, Vacations**

If an employee is eligible for five weeks vacation may take up to two weeks in single days.

An employee whose vacation is approved cannot be displaced by a more senior employee during the 30 days prior to the vacation.

**Article 10, Longevity**

Longevity amounts for the term of the contract will be as follows:

Years of Service	1999-2000	2001-2002
10	\$200	\$225
15	\$300	\$325
20	\$400	\$425

**Article 14, Health Services and Insurance Plan**

The amount paid by the City to the Health Services and Insurance Plan will remain at \$325 for the life of the contract. Contributions will be made for full-time employees only.

## **Article 15, Grievances**

Discipline will be for just cause, but an arbitrator cannot substitute his judgment for that of the City on the penalty imposed.

## **Article 16, Wages, Differentials, and Other Benefits**

Wages are increased by the following amounts:

7/1/99	2.75 percent
7/1/00	3.00 percent
7/1/01	3.00 percent

In addition, the Mechanic III position has been upgraded.

The former Building Maintenance Certification premium has been included in base hourly rates, and this certification will now be a condition of employment for all positions in the bargaining unit.

The safety shoe allowance is increased from the current \$90 to \$95 in July of 2000 and \$100 in July of 2001.

## **Article 17, Jury Duty**

Procedures to be followed by employees on jury duty are now spelled out, and provide for an employee to return to work if the jury service ends early.

## **Article 20, Duration and Termination**

The contract extends to June 30, 2002. Wage increases for current employees are retroactive to July 1, 1999.

## **Appendix A, Side Letters**

The assignment of a vehicle to one of the employees in the bargaining unit will be discontinued effective June 30, 2002.

The City has agreed that it will not create part-time positions for the purpose of laying off full-time employees and that part-time positions will not exceed 20 percent of the number of full-time bargaining unit employees.

The employee who is a Mechanic II will be promoted to Mechanic III, with no requirement for a Civil Service examination.



25

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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

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

---

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

---

**To:** Hon. Gene F. Eriquez via the Common Council  
**From:** Dominic A. Setaro, Jr., Director of Finance  
**Date:** October 30, 2000  
**Re:** PUBLIC BUILDINGS/TEAMSTERS CONTRACT

CERTIFICATION #11

---

The Public Buildings contract has been settled, and funds will be needed for the 2000-2001 budget. I would request that the Common Council at its November meeting authorize the transfer of funds from the Contingency Fund to the Public Buildings Salaries Regular line item. I hereby certify the availability of \$21,465 to be transferred from the Contingency Fund to Public Buildings, Salaries Regular, Account #1340.5020.

Balance of Contingency	\$533,916
Less this request	<u>21,465</u>
Balance	\$512,451

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

DAS/jgb



# CITY OF DANBURY

PERSONNEL/CIVIL SERVICE  
DANBURY, CONNECTICUT 06810

LYNNE A. BEARDSLEY  
PERSONNEL DIRECTOR

(203) 797-4598  
FAX (203) 796-1611

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

FROM: Lynne A. Beardsley, Director of Personnel *LAB*

RE: Item for the Regular Meeting of November 9, 2000

DATE: October 30, 2000

---

Please include the following item on the agenda of the Common Council scheduled for November 9, 2000.

1. Agreement between the City of Danbury and the Teamsters Local 677 - Public Buildings Division for the period between July 1, 1999 – June 30, 2002.

Dominic Setaro, Director of Finance, will report on the certification of funds.

c: Dominic Setaro

**AGREEMENT**

between

**CITY OF DANBURY**

and

**TEAMSTERS LOCAL 677**

**PUBLIC BUILDINGS DIVISION**

**July 1, 1999 – June 30, 2002**

FINAL  
258142 v.01

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## ARTICLE 1 - RECOGNITION

The City of Danbury recognizes and acknowledges that the Union, its duly authorized agents, representatives, successors, is the exclusive bargaining agent for the employees in the departments hereinafter referred to in this Agreement between the City of Danbury (hereinafter the "Employer") and Teamsters Local 677, namely, Public Buildings Division (hereinafter the "Union").

## ARTICLE 2 - UNION SECURITY

- 2.1 All present classified full-time present employees and unclassified full-time employees who have completed both ninety (90) calendar days and sixty-five (65) working days, who are members of the Union on the effective date of this Agreement, shall remain members of the Union in good standing by the payment of their regular monthly dues on or before the last day of each month as a condition of continued employment. Future classified full-time employees and full-time unclassified employees who are hired or work in the classifications specified herein and who complete both ninety (90) calendar days and sixty-five (65) working days shall become and remain members in good standing by payment of the required initiation fee and regular monthly dues of the local Union on the 31st day following the execution of this Agreement or the date of employment, whichever is later, and shall thereafter maintain such good dues standing for the term of this Agreement. An employee who chooses not to become and remain a Union member shall have the option to pay an agency fee equal to that proportion of Union dues expended for the purposes of collective bargaining, contract administration and grievance adjustment.
- 2.2 **Dues Deductions.** The Employer agrees to deduct regular dues, administrative dues and initiation fees of the Union from the wages of all full-time classified employees and unclassified employees covered by this Agreement for whom a written authorization form is received and agrees to remit all such deductions to the Union. In the case of the initial deduction for a new employee, the Employer shall make retroactive deductions. Effective as soon as practicable following the signing of this Agreement, the City shall commence making payroll deductions of Union dues weekly. The Union shall notify the City in writing of the amount of the weekly deductions. Dues shall continue to be transmitted to the Union monthly. The Union agrees that it will save the Employer harmless from any suits or damages resulting from dues deductions made on the basis of reliance upon this or other contract language requiring such deductions.

### ARTICLE 3 - NON-DISCRIMINATION

- 3.1 The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age.
- 3.2 The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

### ARTICLE 4 - HOURS OF WORK AND OVERTIME

- 4.1 Five (5) days shall constitute a normal work week - Monday through Friday.
- 4.2 Time worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is the greater, shall be paid as overtime at one and one-half (1½) times the normal hourly rate.
- 4.3 The regular work day shall consist of eight (8) hours exclusive of lunch period which shall commence no earlier than 6:30 a.m. and end no later than 5:00 p.m. Past practice with respect to employees assigned to painting shall apply.
- 4.4 All hours worked before the regular starting time shall be paid at one and one-half (1½) times the normal hourly rate, except those hired specifically with different starting and ending eight (8) hour days.
- 4.5 Saturday work shall be paid at one and one-half (1½) times the normal hourly rate. Sunday work shall be paid at two (2) times the normal hourly rate.
- 4.6 (a) Employees called in for emergency work shall be paid a minimum of four (4) hours at time and one-half (1½). Employees hired on or after January 15, 1992 who are called in for emergency work shall be paid a

minimum of two (2) hours at time and one-half (1½) and may leave work when the emergency work is completed.

- (b) Employees called back to work less than one (1) hour after the regular quitting time shall be paid time and one-half (1½) for hours actually worked from time called.
- (c) The Mechanic III who is designated to take calls at home concerning emergencies shall be paid for time spent on such calls, with a minimum of one-half hour's pay per call. In the event the Mechanic III is called in to work, this time shall be included in the applicable minimum call-in provided in a or b above.

4.7 If overtime is required, the most senior employee who is qualified to do the needed work and who normally performs such work as part of his regular job shall work the overtime. In the event that additional employees are needed to assist, the overtime work shall be offered to the senior employee who is qualified and experienced in doing the job. If an employee is assigned to a job which requires overtime before/after the normal work day, the employee shall be required to come in early or remain on the job and work the overtime hours required.

## **ARTICLE 5 - SENIORITY**

5.1 Seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer in the work covered by this Agreement.

The term "seniority" as used in this Agreement, shall apply to overtime assignments, layoffs from employment, and recalls to active employment provided the employee has the qualifications and ability to perform the required work. After satisfactory completion of the probationary period, an employee's seniority date shall be the employee's last date of hire.

The provisions of the Civil Service Commission Rules and Regulations shall govern all promotions without regard to the provisions of this Agreement.

5.2 The City will provide the Union with a seniority list quarterly.

## ARTICLE 6 - HOLIDAYS

6.1 All employees covered by this Agreement shall receive a full day's pay at their straight time rate of pay for the holidays listed below or days celebrated as such, regardless of the day of the week upon which such holiday shall fall:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

6.2 An employee, to be eligible for holiday pay, must work the full eight-hour working day before and the first full eight-hour working day after the holiday to receive holiday pay. Exception only on medical certificate to the Superintendent of Public Buildings. When a holiday falls in a week during which an employee is on vacation, he shall receive the holiday pay. There shall be no days off in lieu of holiday pay.

6.3 If an employee works on a holiday, he shall be paid time and one-half (1½) for any and all hours worked in addition to his holiday pay.

## ARTICLE 7 - VACATIONS

7.1 Employees hired before May 1, 1983 are entitled to vacation periods with pay each calendar year as follows:

- (a) Each employee who has or will have (1) but less than six (6) completed years of service on June 30th shall receive two (2) weeks vacation with pay.
- (b) Each employee who has or will have six (6) but less than eleven (11) years of service on June 30th shall receive three (3) weeks vacation with pay.
- (c) Each employee who has or will have eleven (11) but less than sixteen (16) years of service on June 30th shall receive four (4) weeks vacation with pay.

- (d) Each employee who has or will have sixteen (16) years or more of service on June 30th shall receive five (5) weeks vacation with pay.

7.2

Employees hired on or after May 1, 1983 are entitled to vacation periods with pay each calendar year as follows:

- (a) Each employee who has or will have one (1) but less than two (2) completed years of service on June 30th shall receive one (1) week vacation with pay.
- (b) Each employee who has or will have two (2) but less than five (5) years of service on June 30th shall receive two (2) weeks vacation with pay.
- (c) Each employee who has or will have five (5) but less than twelve (12) years of service on June 30th shall receive three (3) weeks vacation with pay.
- (d) Each employee who has or will have twelve (12) but less than twenty (20) years of service on June 30th shall receive four (4) weeks vacation with pay.
- (e) Each employee who has or will have twenty (20) years or more of service on June 30th shall receive five (5) weeks vacation with pay.

7.3

Years of service will be based on the employee's anniversary date. Therefore, an employee who is terminated prior to the employee's anniversary date in the same calendar year will be entitled to the fraction of the vacation to which the employee would normally be entitled under the provisions of the preceding Sections. If an employee leaves the employment of the City before his/her anniversary date and after using any vacation time for that vacation period in excess of time earned, the City will be reimbursed by pro-rating salary earned and/or pay back by the employee at the time of termination.

7.4

Employees with less than twelve (12) months of service in the first year will receive vacation time, with pay, on a pro-rated basis. Thenceforth, the schedule outlined in Section 7.2 above will prevail.

7.5

Employees shall choose their vacations in order of their seniority.



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

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

WILLIAM J. BUCKLEY, JR., P.E.  
DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

November 8, 2000

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

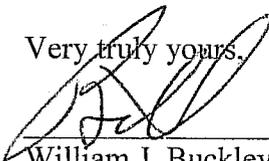
**RE: Ta'Agan Point Water Company**

Dear Mayor Eriquez and Members of the Common Council:

Attached for your information is a *Notice of Hearing and Designation of Record* for the above referenced water company. Take note of two hearing dates on page two. We have requested a hearing in Danbury and the State has agreed.

I will forward additional information to you as I receive it.

Very truly yours,

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

WJB/sd

C: Dominic A. Setaro  
Eric L. Gottschalk, Esq.  
Mario Ricozzi, P.E.  
William Campbell

# STATE OF CONNECTICUT

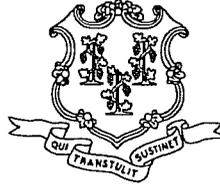
DEPARTMENT OF PUBLIC HEALTH

RECEIVED

NOV 03 2000

ENGINEERING DEPT.

Joxel Garcia, M.D., M.B.A.  
Commissioner



John G. Rowland  
Governor

TO: Gene F. Eriquez, Mayor  
Office of the Mayor  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

CM RRR #70993400001442531978

William J. Buckley, Jr.  
Superintendent of Public Utilities  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

CM RRR #70993400001442531947

William J. Morrissey, *d.b.a.*  
Ta'Agan Point Water Company  
507 Central Avenue  
New Haven, Connecticut 06515

CM RRR #70993400001442531954

Ron Black, President  
R.J. Black & Son, Inc.  
740 Thomaston Road  
Watertown, Connecticut 06795-0180

CM RRR #70993400001442531961

Guy Mazza  
Office of Consumer Counsel  
Dept. of Public Utility Control  
10 Franklin Square  
New Britain, Connecticut 06051

Inter-Departmental Mail

**Re: Joint Investigation of DPH and DPUC of Ta'Agan Point Water Company/Danbury  
Docket No. 00-07-27**

## NOTICE OF HEARING AND DESIGNATION OF RECORD

Pursuant to §§16-46(a), 16-262n and 16-262o of the Connecticut General Statutes ("the Statutes"), the Department of Public Health (DPH) and the Department of Public Utility Control (DPUC) ("the Departments") hereby notify you that a joint hearing will be held to determine the actions that may be taken and the expenditures that may be required, including the acquisition of Ta'Agan Point Water Company by a suitable public or private entity, to assure the availability and potability of water, and the provision of water at adequate volume and pressure to the persons served by the Ta'Agan Point Water Company, at a reasonable cost.



PHONE: (860) 509-7101 FAX: (860) 509-7111

410 CAPITOL AVENUE - MS#13COM P.O. BOX 340308 HARTFORD, CONNECTICUT 06134-0308

In particular, the hearing will be held to determine: (1) whether the Company should be acquired by another public or private entity; (2) if so, what water company is the most suitable to acquire Ta'Agan Point Water Company; and, (3) what further orders, if any, should be issued to assure the availability and potability of water, and the provision of water at adequate volume and pressure and at a reasonable cost to the persons served by the water company.

The Departments have determined that evidence will be required from the following entities who are, therefore, required to attend the hearing in this matter: the City of Danbury; William J. Morrissey, owner of Ta'Agan Point Water Company, and R. J. Black & Son, Inc., court-appointed receiver of Ta'Agan Point Water Company. Each of these persons and/or entities shall, within ten days, advise the Departments, in writing, at the address of the DPH as provided in this Notice, of the individual upon whom material in this proceeding should be served.

Pursuant to §16-2a of the Statutes, the Office of Consumer Counsel (OCC) is also designated as a party to this proceeding.

Letters and testimony will be accepted from members of the general public who have an interest in the outcome of this proceeding through the last day of the hearing. Testimony from the public will be heard on the date set in this notice. Each Department will maintain a file of any letters so accepted in each of their offices that will be available for public viewing.

The hearing will be held in accordance with §§4-176e, 4-177, 4-177c and 4-180 of the Statutes, on **December 4, 2000 at 9:30 a.m. at the Department of Public Health, 410 Capitol Avenue, Hartford, Connecticut in Conference Room I on the second floor. The hearing will be continued to December 7, 2000 at 7:00 p.m. at the Danbury Town Hall, 155 Deer Hill Avenue, Danbury, Connecticut in the Council Chambers on the third floor, for public comment.** The scheduling of this matter is subject to change. You are urged to call (860) 509-7648 the day before the hearing to verify this schedule.

Pursuant to §§19a-2a, 16-2(c) and 16-8(a) of the Statutes the hearing shall be jointly conducted by **Hearing Officers Elisabeth Borrino**, on behalf of the DPH, and **Thomas Caruso**, on behalf of the DPUC, who shall rule on all motions and recommend findings of fact to the Commissioner of the DPH and the Commissioners of the DPUC, respectively.

At this hearing, parties and interested persons may be represented by an attorney to present evidence on their behalf. If a party or interested person fails to appear at the hearing, upon proof that due notice was served upon it, the Hearing Officers may proceed in the same manner as though the party or interested person were present.

Ta'Agan Point Water Company

Any correspondence, including requests to review the record or motions regarding this matter shall be submitted in writing as follows:

1. The original and two copies shall be sent to Diane Buzzetti, Hearing Liaison, Department of Public Health, MS#13PHO, Box 340308, Hartford, CT 06134-0308;
2. Two copies shall be sent to Louise E. Rickard, Acting Executive Secretary, Department of Public Utility Control, Ten Franklin Square, New Britain, CT 06051; and
3. A copy sent to each of the persons and entities designated in the caption of this Notice.

Please be advised that the Departments strictly observe §4-181 of the Statutes which prohibits *ex parte* communication during a contested case. There may be no communication, direct or indirect, with Commissioners, hearing officers, or staff assigned to assist the Commissioners or hearing officers, on any issue of fact or law pertaining to this matter unless that communication takes place in the course of a noticed hearing/meeting or is made in writing with copies supplied to all other designated interested parties, persons and/or entities. Communication regarding scheduling is not *ex parte* and should be directed to Ms. Buzzetti at the number provided in this Notice.

**The court appointed receiver of Ta'Agan Point Water Company (*i.e.*, R. J. Black & Son, Inc.) is hereby ordered to deliver a copy of this Notice to every person served by the water company.**

### RECORD

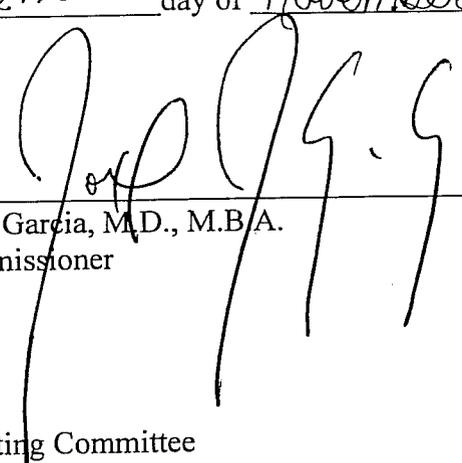
The record to date in this matter consists of the following documents which are available for review between the hours of 8:30 a.m. and 4:30 p.m. at the Department of Public Health. Please call (860) 509-7648 for an appointment.

1. Letter dated October 21, 1993, from William Morrissey, owner of Ta'Agan Point Water Company, to Water Supplies Section, Department of Public Health.
2. Department of Public Health Administrative Order, dated November 10, 1993.
3. Letter dated December 8, 1993, from William Morrissey to Pleasant Acres Water Co.
4. Letter dated December 8, 1993, from William Morrissey to Department of Public Utility Control.
5. Violation letter dated February 22, 1994, from Department of Public Health to William Morrissey.
6. Violation letter dated March 8, 1994, from Department of Public Health to William Morrissey.
7. Court Judgment dated July 26, 1994, in accordance with stipulation.
8. Notice dated July 24, 1994, from R.,J. Black to Ta'Agan Point customers.
9. Letter dated January 8, 1999, from Department of Public Health to the City of Danbury.
10. Reply letter dated January 22, 1999, from the City of Danbury to Department of Public Health.

Ta'Agan Point Water Company

11. Letter dated March 23, 1999, from R.J. Black to Department of Public Health.
12. Letter dated August 30, 1999, from R.J. Black to Department of Public Health.
13. Notice dated July 6, 2000, from R.J. Black to customers.

Dated at Hartford, Connecticut on the 2nd day of November, 2000.



---

Joxel Garcia, M.D., M.B.A.  
Commissioner

c: Housatonic Water Utility Coordinating Committee  
Kevin Moran, Co-Chairperson  
United Water Connecticut  
110 Kent Road  
New Milford, CT 06776-3400

Office of Policy & Management  
John Radacsi  
450 Capitol Avenue, MS#52ASP  
Hartford, CT 06106

Department of Environmental Protection  
Robert Smith  
Water Management Bureau  
79 Elm Street  
Hartford, CT 06106-5127

William Campbell, MPH  
Director of Health  
Danbury Health and Housing Department  
155 Deer Hill Avenue  
Danbury, CT 06810

7.6 The Employer shall post a vacation schedule on or about March 1 for the coming year beginning July 1.

An employee who wishes to exercise his seniority in bidding for a vacation must sign up for vacation not later than April 1. An employee who has not had his vacation scheduled and approved during the sign-up period must request vacation time at least one week in advance.

7.7 The Employer reserves the right to limit the number of employees on vacation at one time.

7.8 All vacations must be taken as earned.

7.9 (a) An employee may take only one week of his earned vacation in single days, except that an employee who is eligible for five weeks vacation may take up to two (2) weeks in single days. Requests for a single day of vacation must be made at least seventy-two (72) hours in advance.

(b) If more employees request a single vacation than can be granted time off by the Department Head, the Department Head will grant preference for time off based on seniority as defined in section 5.1. Once an employee's request for an individual vacation day is approved, the employee may not be "bumped" by a more senior employee, during the thirty (30) days prior to the requested day.

7.10 The granting of any requested vacation shall be subject to the operating needs of the Public Buildings Division.

7.11 An employee who has a previously scheduled vacation and who is unable to take that vacation because he/she is on workers' compensation, may use vacation time to supplement workers' compensation payments, on the same basis as is permitted for use of sick days under Section 8.5. This shall also apply to an employee who has exhausted his/her sick leave and wishes to use accrued vacation to supplement workers' compensation payments.

## ARTICLE 8 - SICK LEAVE

- 8.1 For employees hired before July 1, 1982, sick days shall be accumulated at the rate of 1.4167 days per completed calendar month of service or seventeen (17) days per year cumulative to one hundred and seventy (170) days.
- 8.2 Employees hired on or after July 1, 1982, shall be covered by the following sick leave provisions:
- (1) It is recognized that from time to time an employee may be stricken with a disabling illness or injury which will prevent the employee from performing the requirements of the job. In such instances, it is the intention of the parties to minimize the financial impact of absence from work.
  - (2) Effective July 1, 1982, each employee shall have accredited to his sick leave account the number of days, not to exceed one hundred and five (105), that were credited to the employee's account on June 30, 1982.
  - (3) During the fiscal year beginning on July 1, 1982, and in each fiscal year thereafter, the employee shall be credited with ten (10) days towards the sick leave account for each completed year of service until such time as the account reaches a maximum of one hundred and fifty (150) days when the accumulation shall cease.
  - (4) Employees who are absent due to a disabling illness or injury for five (5) or more days and who are under the care of a medical doctor, shall have such absence charged against the sick leave account and shall be paid for those days provided there are days still credited to the account.
  - (5) Employees who are absent due to disabling illness or injury for periods of four (4) consecutive days or less, shall be paid for such days up to a maximum of eight (8) days each fiscal year. In the initial year of employment, these eight (8) days shall be earned by each employee at the rate of two-thirds (2/3rds) of a day for each month in which the employee works more than half of the scheduled working days. In each subsequent year of employment, the employee will be credited with eight (8) days of occasional sick days on July 1st of each year. If an employee does not use the sick days as provided for in this subparagraph, the unused days shall be credited to the sick leave account on

June 30th of each fiscal year as provided in subparagraph (b) above at the rate of one and one-half (1½) days for each unused day up to a maximum accumulation of one hundred and fifty (150) days.

- 8.3 Employees out sick shall, on the first three (3) days, call at least fifteen (15) minutes before the time the work day is scheduled to start. After the third day out sick, notification must be given to the Department Head by a doctor. An employee punching out without approval for illness will not be paid sick time for the balance of the day.
- 8.4 Union Welfare Payments. All current and accumulated sick days shall be fully paid by the Employer unless the employee is entitled to Union Welfare Fund accident and health benefits, in which case the Employer agrees to make up the difference between such welfare payments and the employee's normal weekly remuneration: The employee's sick leave account will be charged one-half (½) day for each day the employee receives benefits from the Union Welfare Fund.
- 8.5 Workers' Compensation. Any employee absent from duty because of Workers' Compensation causes connected to their employment with the City of Danbury shall not have his sick leave counted for this absence except that an employee will use accumulated sick leave for days not paid under Workers' Compensation. If an employee so desires, he may opt to charge his sick day account for one-half (½) day of sick pay for each day that he elects to receive the difference between workers' compensation benefits and his regular straight time pay.
- 8.6 Death Benefit. If an employee dies as a result of an on-the-job injury, the City will reimburse the employee's eligible dependents for the first twelve (12) months of their COBRA premium payments.

#### **ARTICLE 9 - FUNERAL LEAVE**

- 9.1 Employees covered by this Agreement shall be granted up to three (3) days off with pay during a normal work week at their straight time rate for eight (8) hours per day if a death occurs in his immediate family.
- 9.2 Immediate family may be defined as mother, father, brother, sister, child, grandparents, in-laws (mother-in-law, father-in-law, brother-in-law, sister-in-law), grandchildren. Five (5) days off with pay will be granted in the case of a spouse or child. One (1) day funeral leave will be granted on the day of the funeral for first aunt, uncle or cousin.

- 9.3 The purpose of time off with pay is to attend the funeral ceremonies. Compensation shall not extend beyond the day of the funeral except in cases involving death of a spouse or child. However, if attending the funeral requires travel outside of the 200 mile radius from the center of Danbury, the last day of funeral leave may be a travel day.

#### **ARTICLE 10 - LONGEVITY PAY**

- 10.1 Employees with more than ten (10) years of service with the City of Danbury will have a longevity increment of one hundred fifty dollars (\$150.00). This longevity increment shall increase to two hundred dollars (\$200.00) in 1999-2000 and to two hundred twenty-five dollars (\$225.00) in 2001-2002.
- 10.2 Employees with more than fifteen (15) years of service with the City of Danbury shall receive two hundred fifty dollars (\$250.00). This longevity increment shall increase to three hundred dollars (\$300.00) in 1999-2000 and to three hundred twenty-five dollars (\$325.00) in 2001-2002.
- 10.3 Employees with more than twenty (20) years of service with the City of Danbury shall receive three hundred fifty dollars (\$350.00). This longevity increment shall increase to four hundred dollars (\$400.00) in 1999-2000 and to four hundred twenty-five dollars (\$425.00) in 2001-2002.
- 10.4 Payment shall be made to the employee the first pay day of December each year.

#### **ARTICLE 11 - LEAVES OF ABSENCE AND PERSONAL LEAVE**

- 11.1 Any employee, with seniority rights, may be granted a leave of absence if agreed to by the Employer and the Union without loss of seniority rights. A leave of absence shall be understood to mean absence from work without pay and benefits. A leave requested by an employee, and consented to by the Employer and the Union, will be for an agreed period of time, but in no instance will the leave be for more than one (1) year. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

- 11.2 A member of the unit shall be entitled to take two (2) days of leave with pay to attend to personal or legal business, household or family matters. Except in cases of emergency, notice must be given to the Superintendent of Public Buildings, or his/her designee, not less than forty-eight (48) hours in advance.

In unusual circumstances, the Superintendent of Public Buildings or his/her designee may waive the limiting provisions of this Section.

## **ARTICLE 12 - ACCESS TO JOBS, RECORDS AND TIME RECORDS**

- 12.1 Authorized representatives of the Union shall have free access to the Employer's establishments, or any job site where employees subject to the terms of this Agreement are employed, during working hours for the purpose of adjusting disputes, investigating working conditions and determining whether or not the terms of this Agreement are being adhered to. Such authorized representatives of the Union shall have the right to inspect time cards and payroll records of the individuals involved for the same purposes and representatives of the Health Services and Insurance Plan shall have the right to audit such records to determine whether or not the Employer has complied with the terms of this Agreement and/or the rules and regulations of such Plan.

## **ARTICLE 13 - BULLETIN BOARDS**

- 13.1 The Employer agrees that it will provide suitable bulletin boards in conspicuous places, where the employees are employed, for the posting of information of interest to the employees subject to this Agreement. Employees will not deface or destroy notices placed on bulletin boards. Violators will be suspended.

## **ARTICLE 14 - HEALTH SERVICES AND INSURANCE PLAN**

- 14.1 The City of Danbury agrees to pay the following amount to the Health Services and Insurance Plan of Local Union 677:

Effective July 1, 1999 - \$3.25  
Effective July 1, 2000 - \$3.25  
Effective July 1, 2001 - \$3.35

14.2 Payments shall be based on forty (40) hours worked. Payments shall be made from the first hour of employment for all full-time classified employees and for full-time unclassified employees who are members of the Union not on withdrawal at the time of their employment with the City of Danbury for work covered by this Agreement. Payments shall be made from the ninety-first (91st) day of employment for all other full-time unclassified employees covered by this Agreement.

14.3 For the purpose of this Article, each hour paid for, figured to the nearest quarter (1/4) hour, as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee, shall be counted as hours for which contributions are payable. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions of thirty-two (32) hours shall not be paid for a period of more than twelve (12) months. All contributions shall be made at such time and such manner as the Trustees require, and the Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the Employer for the purposes of determining the accuracy of contributions of the Health Services and Insurance Plan.

Payment to the fund for hours paid but not worked shall be made only when the employee is taking paid leave during the course of his/her active employment. No payment to the fund will be made on lump sum payments to the employee for unused paid leave.

If an employee is absent because of illness or off-the-job injury, notifies the Employer of such absence and provides such certification from a physician as the City may require, the City shall continue to make the contributions required to maintain health benefits, thirty-two (32) hours per week, for a period of twelve (12) weeks.

14.4 The Employer and the Union, which are signators hereto, ratify the designation of the Employer and employee Trustees under such Agreement and ratify all action already taken, or to be taken by such Trustees within the scope of their authority.

## ARTICLE 15 - GRIEVANCES

15.1 This procedure is established to seek an equitable resolution of problems that arise as a result of an employer-employee relationship within the aforementioned departments.

15.2

Purpose:

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure efficiency in employee morale.

15.3

Definition:

A grievance, for the purpose of this procedure, shall be considered to be employee complaints concerned with:

- a) discharge, suspension or other disciplinary action;
- b) Charge of favoritism or discrimination;
- c) matters relating to the interpretation and application of sections in this Agreement.

Discipline shall be for just cause; provided, however, that an arbitrator shall not substitute his/her judgement for that of the City as to the appropriateness of the penalty imposed.

15.4

Procedure:

15.4.1

Step 1. Within six (6) working days of the grieved action or event, the aggrieved employee(s) and/or the steward and/or the business representative must present the grievance to the Superintendent of Public Buildings, or his representative, in writing, specifying the nature of his grievance and the section of the contract he claims to be violated.

A decision thereon must be given to the employee(s) and the Union within five (5) working days. Any agreement settling the grievance shall be reduced to writing and signed by the parties. In the event the business representative shall be of the opinion that an employee grievance is without merit, the local Union shall not be required to process the matter any further, and he shall so inform the employee filing the grievance and the Employer. There shall be no liability imposed thereby upon the Union or the Employer.

15.4.2

Step 2. Within five (5) working days thereafter, the business representative shall then take the matter up with the Director of Public Works, or his representative with authority to act on such grievance, and a decision therein must be given to the business representative within five (5) working days. Any agreement settling the grievance shall be reduced to writing and signed by the parties. In the event the business representative shall be of the opinion that an employee grievance is

without merit, the local Union shall not be required to process the matter any further, and he shall so inform the employee filing the grievance and the Employer. There shall be no liability imposed thereby upon the Union or the Employer.

15.4.3 Step 3. Within five (5) working days thereafter, the business representative shall then take the matter up with the Mayor or Personnel Director, or his representative with authority to act on such grievance, and a decision therein must be given to the business representative within five (5) working days. Any agreement settling the grievance shall be reduced to writing and signed by the parties. In the event the business representative shall be of the opinion that an employee grievance is without merit, the local Union shall not be required to process the matter any further, and he shall so inform the employee filing the grievance and the Employer. There shall be no liability imposed thereby upon the Union or the Employer.

15.4.4 Step 4. If prior Steps hereto have been complied with and settlement of a grievance has not been effected, the matter shall be submitted to the Connecticut State Board of Mediation and Arbitration.

The decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties, provided the decision complies with this Agreement. The arbitrator shall have no power to add to or in any way modify the terms of this Agreement.

15.5 A Department Head shall have the right to determine all matters concerning work activities, management and administration that he deems necessary for the best interests of his department and the City of Danbury.

15.6 Persons who have not completed both ninety (90) calendar days and sixty-five (65) working days of continuous employment with the City may be discharged by the City for any reason. Such persons shall not be deemed "employees" for purposes of this Article and shall not have access to the grievance procedure.

**ARTICLE 16 - WAGES, DIFFERENTIALS, AND OTHER BENEFITS**

16.1 Wage rates shall be as follows:

	<u>7/1/99</u> (2.75%)	<u>Implementation*</u>	<u>7/1/00</u> (3.00%)	<u>7/1/01</u> (3.00%)
Mechanic III	17.36	18.21	18.76	19.32
Mechanic II	17.03	17.88	18.42	18.97
Mechanic I	15.12	15.97	16.45	16.94

\*Includes roll-in of building maintenance certification premium.

The rate of pay for Lead Mechanic shall be \$.50 per hour above the hourly rate for Mechanic III.

16.2 Employees who have a recognized, test-based, state license in a skilled trade related to building maintenance work shall receive a premium of one dollar and thirty-five cents (\$1.35) per hour. This premium shall be adjusted to sixty cents (\$.60) per hour effective upon implementation of this Agreement. (This adjustment correlates with the roll-in to the base rate of the building maintenance certification premium.) The amount of the premium for the remainder of this Agreement shall be as follows:

7/01/00 - \$.70 per hour  
7/01/01 - \$.80 per hour

Employees having a certificate related to building maintenance work shall receive a premium of eighty-five cents (\$.85) per hour. Effective upon implementation of this Agreement the \$.85 differential for building maintenance certification shall be incorporated into the base hourly rate and job descriptions shall be revised to reflect that this certification is required.

No employee may receive more than one such premium.

The City shall pay all fees incurred by an employee to obtain or renew a state occupational license or certificate as described in this Article.

16.3 All employees shall be required to wear safety shoes that meet OSHA standards during the working day. The employer shall pay a safety shoe

allowance to each employee during the month of August, in the following amounts:

August 1998	\$90.00
August 2000	\$95.00
August 2001	\$100.00

- 16.4 Two pairs of coveralls shall be provided to each of the two painters.
- 16.5 The City shall offer the option of direct deposit to employees, as soon as practicable following the implementation of this Agreement. The Union agrees that employees are encouraged to use the direct deposit system for receipt of their earnings.

#### **ARTICLE 17 - JURY DUTY**

- 17.1 If an employee must serve on jury duty, the Employer will pay the difference between the jury duty pay and his normal weekly earnings, but in no event shall the difference exceed forty (40) hours per week.
- 17.2 An employee who receives a notice for jury duty shall notify the City promptly and provide a copy of the notice to the Department Head. If the jury service notice has provision for the employee to call the night before, and the employee is actually ordered to report for jury duty, the employee must call the supervisor and so inform him at least fifteen minutes before the start of the work shift. Provided that the employee must report to jury duty not later than 10:00 a.m., the employee need not actually report to the work site prior to reporting to court. If the employee need not report to the court until noon or later, the employee must report to the work site in the morning. If an employee reports to jury duty in the morning and is released prior to noon, the employee must report back to work for the remainder of the work day.

#### **ARTICLE 18 - MANAGEMENT RIGHTS**

- 18.1 The City retains all rights it had prior to the signing of this contract except as such rights are specifically relinquished or abridged by this contract.

ARTICLE 19 - PENSION PLAN

19.1 The City agrees to continue in effect the terms of the present pension plan for the duration of this Agreement except as It may be modified by mutual agreement of the parties.

ARTICLE 20 - DURATION AND TERMINATION

20.1 This Agreement shall be effective on signing with the following exception:

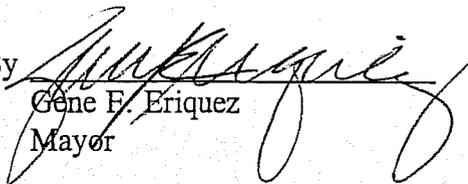
Individuals employed when this Agreement becomes effective shall receive the wage rate of Article 16, Section 16.1 effective July 1, 1999 as specified in that Section.

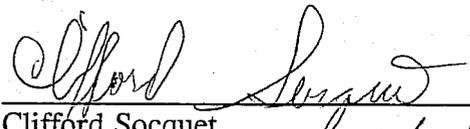
This Agreement shall terminate on the 30th day of June, 2002, and shall be considered automatically renewed for successive periods of one (1) year, unless either party shall give written notice to the other party at least one hundred and twenty (120) days prior to such expiration date of a desire to amend or terminate this Agreement.

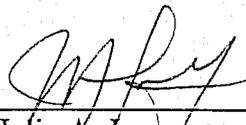
Signed this 10 day of OCTOBER, 2000.

CITY OF DANBURY

TEAMSTERS LOCAL UNION NO. 677,  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN & HELPERS OF  
AMERICA

By   
Gene F. Eriquez  
Mayor

By   
Clifford Socquet  
Business Representative *10/20/00*

By   
Julio A. Lopez  
Assistant Director of Personnel

**APPENDIX A  
SIDE LETTERS**

**Re: Vehicle for E. Soto**

During the winter months the City shall assign a vehicle to E. Soto which he may drive to his home in order to be available to respond to calls for service after normal working hours. If the City does not have a vehicle available for this purpose, the City and the Union shall negotiate an alternative arrangement. This provision shall sunset on June 30, 2002.

**Re: Part-time Employees**

The City agrees that it will not create a part-time position(s) for the purpose of laying off a full-time employee(s).

The number of part-time positions shall not exceed twenty percent (20%) of the number of full-time bargaining unit employees.

In the event that the City creates a part-time position in a bargaining unit job classification, the City will negotiate with the Union over the wages and benefits applicable to the part-time position.

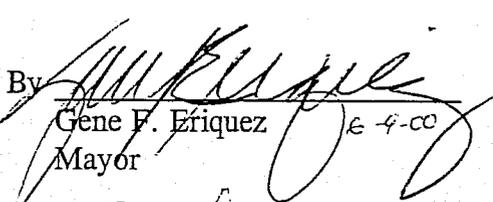
**Re: Mechanic II Reclassification**

Effective January 1, 2000, the incumbent in the position of Mechanic II shall be reclassified to Mechanic III. In recognition of his past performance, no Civil Service examination shall be required for this appointment.

CITY OF DANBURY

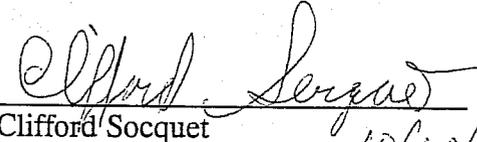
TEAMSTERS LOCAL UNION NO. 677

By

  
Gene F. Enriquez  
Mayor

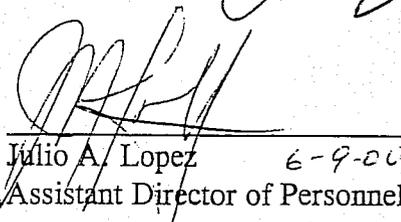
6-4-00

By

  
Clifford Socquet  
Business Representative

10/20/00

By

  
Julio A. Lopez  
Assistant Director of Personnel

6-9-00



26

# CITY OF DANBURY

OFFICE OF THE MAYOR  
DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

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

November 9, 2000

Honorable Members of the Common Council  
City of Danbury, Connecticut

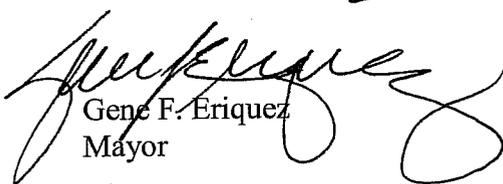
Dear Council Members:

Last spring the Council adopted a resolution that authorized the city to apply for and receive funding through the Connecticut Open Space and Watershed Land Acquisition Program for the purchase of a 17 acre parcel of land encompassing "Mootry Peak," located adjacent to Tarrywile Park. In accordance with that authorization, the City applied for a grant in the maximum amount of 50% of the purchase price. On August 4, 2000 we were informed that subject to certain conditions, this grant had been awarded to the city.

Over the past several weeks we have been negotiating with Mrs. Blackburn, the property owner for the purchase of this property. I am pleased to report that we have now reached a tentative agreement with Mrs. Blackburn regarding this purchase. Mrs. Blackburn has agreed to sell the property to the City for a sum of one hundred and eighty thousand dollars (\$180,000), which will be funded through a combination of previously appropriated local funds and the grant funds from the Connecticut Open Space and Watershed and Land Acquisition Program.

Please approve this acquisition at your earliest convenience, subject to receipt of a positive Planning Commission report.

Sincerely,



Gene F. Enriquez  
Mayor



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

## PLANNING COMMISSION

(203) 797-4525

(203) 797-4586 (FAX)

October 23, 2000

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

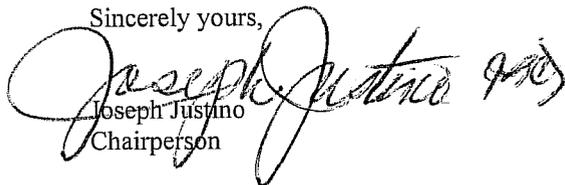
Re: 8-24 Referral – Property Acquisition – “Mootry Peak” Terre Haute Road

Dear Council Members:

The Planning Commission at its meeting October 18, 2000, motioned for a positive recommendation for the acquisition of “Mootry Peak” located on Terre Haute Road adjacent to Tarrywile Park as the State has tentatively approve a grant to acquire the property subject to the satisfaction of various terms and conditions.

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

Sincerely yours,

  
Joseph Justino  
Chairperson

JJ/jlc

C: Eric L. Gottschalk  
Corporation Counsel

27

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

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

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

---

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

---

INTERNET ADDRESS:  
[HTTP:// WWW.CHGJTLAW.COM](http://www.chgjtllaw.com)  
PLEASE RESPOND TO DANBURY OFFICE

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

October 23, 2000

**VIA HAND DELIVERY**

The Honorable Thomas Arconti  
Common Council President  
City of Danbury  
City Clerk's Office  
155 Deer Hill Avenue  
Danbury, CT 06810

**RE: 303-307 White Street**

Dear Mr. Arconti:

Please be advised I represent Berkshire-Danbury, LLC, developer of the above premises which will contain a CVS drugstore.

Planning Commission approval for said site required that there be a road widening strip dedicated to the City of Danbury as shown on the enclosed map.

Please accept this letter as our application for acceptance of said strip by the City of Danbury.

COLLINS, HANNAFIN, GARAMELLA,  
JABER & TUOZZOLO

The Honorable Thomas Arconti  
Common Council President

Page 2 of 2

October 23 2000

Kindly advise me of the Committee hearing, if any, in connection with the same.

Very truly yours,



Paul N. Jaber

PNJ/nrr

Enclosures (6)

cc: Eric L. Gottschalk, Corporation Counsel  
(w/enc.)  
(via hand delivery)

Franklin D. Quigley, Berkshire Development, LLC  
(w/o enc.)  
(via regular mail)



28

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DANBURY MUNICIPAL AIRPORT  
P. O. BOX 2299  
WIBLING ROAD

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

DATE: October 20, 2000

TO: Mayor Gene Eriquez  
Members of Common Council

FROM: Paul D. Estefan, secretary *PDE*  
Danbury Aviation Commission

SUBJ: Executive Air / additional 20ft on the addendum lease

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Enclosed: copy of Aviation Commission minutes of September 19, 2000, under Old Business #7, Letter from Neil Marcus (Re: Executive Air T-hangers)(copy attached)

The Aviation Commission is only approving the request to add 20 feet to Executive Air's current lease area.  
We are forwarding this item to your Office and the Common Council for further review and approval.

cc: Dominic Setaro, Finance Director  
Attorney Pinter, Corp. Counsel  
Joe Linero, President Executive Air  
Atty. Marcus, 158 Deer Hill Ave., Danbury, CT 06810  
Commission Members  
File (agenda / R9-19-00)

COHEN AND WOLF, P. C.  
ATTORNEYS AT LAW

HERBERT L. COHEN  
(1926-1983)

AUSTIN K. WOLF  
MARTIN F. WOLF  
RICHARD L. ALBRECHT  
JONATHAN S. BOWMAN  
IRVING J. KERN  
MARTIN J. ALOCAT  
STEWART L. EDELSTEIN  
NEIL R. MARCUS  
DAVID L. GROGINS  
GRETA E. SOLOMON  
ROBIN A. KAHN  
RICHARD G. KENT  
RICHARD SLAVIN  
DANIEL S. NAGEL  
RICHARD J. DI MARCO

DAVID B. ZABEL  
MARK A. KIRSCH  
DAVID M. LEVINE  
JOSEPH G. WALSH  
DAVID A. BALL  
JOCELYN B. HURWITZ  
STUART M. KATZ  
MONTE E. FRANK  
PATRICIA C. SULLIVAN  
VINCENT M. MARINO  
ANN B. MULCAHY  
RANDY P. KABAKOFF  
MARNIE J. RUBIN

SPECIAL COUNSEL  
G. KENNETH BERNHARD

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

1115 BROAD STREET  
P. O. BOX 1021  
BRIDGEPORT, CONNECTICUT 06604-0211  
TELEPHONE (203) 368-0211  
FACSIMILE (203) 394-8901

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

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

112 PROSPECT STREET  
STAMFORD, CONNECTICUT 06904  
TELEPHONE (203) 864-8807  
FACSIMILE (203) 876-8504

August 16, 2000

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

John Ashkar, Chairman  
Aviation Commission  
City of Danbury  
15 Fairmount Dr.  
Danbury, CT 06811

Re: Executive Air Service

Dear John:

I am representing Executive Air Service (as I have done for a number of years) in connection with the operation of the FBO at the Danbury Airport. At one point Executive had discussions with the Aviation Commission concerning the development of new T hangers at its site. The interest on behalf of Executive Air to go forward with that project was lost for a period of time but we now have an interest in reviving the proposal to build T hangers on the site. To do this, we will need to acquire a leasehold on an additional .2 acre parcel located westerly of the existing leasehold parcel C. We have prepared a site plan to show the location of the proposed T hangers in relation to the existing leasehold parcel and the proposed additional leasehold parcel.

I would appreciate it if you would put this matter on the agenda of the next Aviation Commission meeting so that we can make a formal presentation to you for your consideration.

With my usual regards,

Yours truly,



Neil R. Marcus

NRM:dc

cc: Executive Air Service  
Roy Steiner

## REGULAR MEETING

Danbury Aviation Commission  
Danbury City Hall; 155 Deer Hill Ave.; Danbury, CT 06810  
Third Floor / Conference Room / Tuesday / September 19, 2000  
7:30pm

### MINUTES

#### AGENDA:

- 1 Meeting called to order: by Chairman Ashkar
- 2 Roll Call:  
Present: Tomanio; Visconti; Opperman; Ashkar;  
Absent: Prunty; Kilcullen;
- 3 Minutes of last meeting:  
Chairman Ashkar: motion to accept minutes of last meeting  
Commissioner Tomanio; motion to accept the agenda  
Commissioner Opperman: second  
Chairman Ashkar: all in favor / I / all opposed? Carried \ \ any questions concerning the minutes of the last meeting?  
Commissioner Visconti: item #4, Liaison Report: I am not the Liaison at this time, I was in the past  
Chairman Ashkar: would you like to be  
Commissioner Visconti: no would not want it at this time  
Chairman Ashkar: would you make that correction?  
Paul D. Estefan, Airport Administrator: yes sir, I will  
Chairman Ashkar: any other corrections, additions, deletions to the minutes? If not, all in favor of accepting the minutes as printed with the correction, signify by saying "I" \ \ "I" / opposed / carried
- 4 Liaison report:  
Chairman Ashkar: at the present time we do not have a liaison. Mr. Opperman would you like to be the Liaison?  
Commissioner Opperman: yes  
Chairman Ashkar: okay, Mr. Opperman, you have been appointed

- 5 Administrator's monthly report:  
Paul D. Estefan, Airport Administrator: received the draft Environmental assessment for the fencing that will be done under the Federal Grant. It has been forward to the FAA, Army Corp Engineers, Jack Kozuchowski, Senior Environmentalist. After they review and return we can apply to the Army Corp and get our permit and then get permission from the FAA to put up the wildlife fencing this year to complete this year. / Permission from the State of Connecticut to cut the trees on the approach to Runway 26 was delivered to Gottschalk's office. After legal review, get signature and insurance documents then we can go out and cut the trees effecting Runway 26
- 6 Public speaking session on items listed on agenda:  
Chairman Ashkar: anyone to discuss  
Rob Zohn, President Business Aircraft Center: regarding the Commission's letter, did it ever get written?  
Chairman Ashkar: yes it was written but it has not been sent yet because we are getting some responses from the Administration now and we are holding back on that because of my decision. If it is necessary to send out in the future, it will be sent out. // anything else under public speaking. Need a motion to close public speaking  
Commissioner Tomaino: motion to close public speaking  
Commissioner Opperman: second  
Chairman Ashkar: all in favor / I / opposed, carried

### OLD BUSINESS:

- 7 Letter from Neil Marcus (Re: Executive Air T-hangers)  
Chairman Ashkar: would someone read into the record  
Paul D. Estefan, Airport Administrator: letter read into record  
Chairman Ashkar: okay Attorney Marcus, you may speak  
Attorney Neil Marcus: did presentation of T-Hanger's issue to the Aviation Commission, regarding the August 16, 2000 letter which was read into the record. Ralph Gallagher has done the design  
Discussion and questions

Chairman Ashkar: I would remind the commission that we are only approving and acting on the proposal to acquire the additional 20ft on the addendum lease from the City Of Danbury. We are not approving the T-Hangers or the building site. Anymore questions? You heard the proposal as made and I will just ask for a voice vote: all those in favor of the proposal / I / opposed carried. Need a motion to forward this to the Mayor and Common Council.

Commissioner Opperman: motion to forward this information to the Mayor and Common Council for their review and approval

Commissioner Tomaino: second

Chairman Ashkar: all in favor / I / opposed: carried

### NEW BUSINESS:

8 Curtiss Aero (lease renewal):

9 Reliant Aircraft (lease renewal):

Chairman Ashkar: we have lease renewal's, Mr. Estefan would you bring us up to date

Paul D. Estefan, Airport Administrator: you have copies of the leases because they are due to expire within the next year. They have written letters to extend their leases for ten-years. I suggest you appoint a committee to handle and to also inform you that I have submitted to the purchasing agent of the City Of Danbury a request for appraisals on all three properties so when the commission meets they will have something of current value.

Commissioner Visconti: Mr. Chairman, I would like to refer under New Business item 8 and 9 to a committee as a whole.

Chairman Ashkar: you would like the whole commission to be the committee? I think that is a good idea.

Discussion and questions concerning the leases

Chairman Ashkar: We will act on this as a group.

- 10 Meeting adjourned:  
Chairman Ashkar: need a motion to adjourn  
Commissioner Opperman: motion to adjourn  
Commissioner Visconti: second  
Chairman Ashkar: all in favor / I/ opposed carried

cc: Commission Members  
Town Clerk's Office  
Attorney Pinter, Corp. Counsel  
Attorney Neil Marcus, 158 Deer Hill Ave., Danbury, CT 06810  
FBO's / Tenant  
File (agenda / R9-19-00)



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# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

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

WILLIAM J. BUCKLEY, JR., P.E.  
DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

October 26, 2000

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

Dear Mayor Eriquez and Members of the Common Council:

## Ta'Agan Point Public Water Supply System

As you may recall, back in September you authorized us to proceed with the preliminary designs and calculation of the assessment values for the water extension into and around the Ta'Agan Point water supply system. I am pleased to report to you that those preliminary assessment calculations are now complete and are attached for your review and referral to a Public Hearing consistent with the standard procedures regarding assessment projects. Additionally, you will find four easement descriptions along with the appropriate resolutions prepared by the office of the Corporation Counsel. Those easements are needed in order to complete this project.

I am sure you are aware that the system recently suffered a failure and a number of the homeowners were physically out of drinking water and water for sanitary purposes. Our Public Utilities Department acted swiftly on October 24, 2000 and installed a 1 inch emergency feed line to augment the supply of water that normally comes from the failing well supplying a 10,000-gallon storage tank. Mr. Ricozzi is working with his crew to maintain that emergency service line, however, I am concerned with the possible freezing of that line as the temperature gets colder. To that end I would ask that you would forward the assessments to a public hearing at which time all of the property owners impacted by this project would have an opportunity to speak before you. Additionally, I would appreciate it if you would authorize us to acquire the easements pending the outcome of the public hearing and pending whether or not, after the public hearing, you authorized us to proceed with the project.

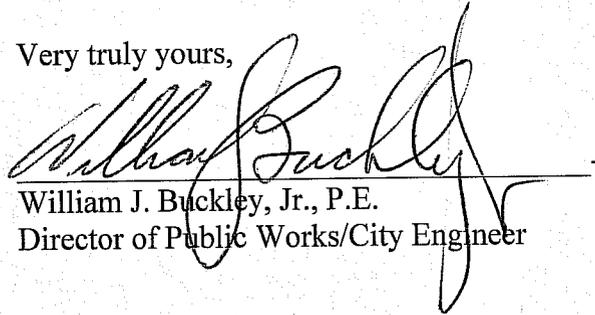
Also be advised that we are in the process of working with the State of Connecticut Department of Health Services in an attempt to secure funding for this project. You might recall at the Council subcommittee meeting in August we discussed with the



representative from the State Health Department the opportunities that were available for us to secure funding from the State Health Department to help offset the expenses associated with this project.

As always I will be at the Council meeting in November and should you have any questions I would be more than happy to answer them for you at that or any other time that is convenient for you.

Very truly yours,

A handwritten signature in black ink, appearing to read "William J. Buckley, Jr.", written over a horizontal line.

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

WJB/sd

Enclosures

C: Eric L. Gottschalk, Esq.

Dominic A. Setaro

Mario Ricozzi, P.E.

Patricia A. Ellsworth, P.E.

TA'AGAN POINT WATER MAIN  
PRELIMINARY ASSESSMENTS

LOT NO.	PROPERTY OWNER MAILING ADDRESS (LOCATION)	GROSS ASSESS. VALUE (\$)	ASSESS. PORTION (\$)	LOT AREA (AC.)	AREA PORTION (\$)	FRONT-AGE (FT.)	FRONT-AGE PORTION (\$)	UNITS (#)	UNITS PORTION (\$)	TOTAL (\$)	COMMENTS
I07059	Morasco, Patricia A. 37 Ta'Agan Point Drive Danbury, CT 06811 (37 Ta'Agan Point Drive)	\$ 117,100	\$ 1,916	0.50	\$ 3,360	75	\$ 1,693	1	\$ 2,081	\$ 9,050	RA-20, TC 634 shares well w/ lots I07060 & I07071
I07060	Schulz, Phillip R. & Anneliese 33 Ta'Agan Point Drive Danbury, CT 06811 (33 Ta'Agan Point Drive)	\$ 125,300	\$ 2,050	0.50	\$ 3,360	75	\$ 1,693	1	\$ 2,081	\$ 9,184	RA-20, TC 634 shares well w/ lots I07059 & I07071
I07071	Bernhard, Michael W. Ta'Agan Point Drive Danbury, CT 06811 (Ta'Agan Point Drive)	\$ 110,700	\$ 1,811	0.47	\$ 3,158	150	\$ 3,386	1	\$ 2,081	\$ 10,437	RA-20, TC 672 shares well w/ lots I07059 & I07060
I07070	Sousa, Luis M. & Mary Jo Ta'Agan Point Drive Danbury, CT 06811 (Ta'Agan Point Drive)	\$ 97,200	\$ 1,590	0.15	\$ 1,008	50	\$ 1,129	1	\$ 2,081	\$ 5,808	RA-20, TC 672
I07064	Antonowicz, Stanley E. 25 Ta'Agan Point Drive Danbury, CT 06811 (25 Ta'Agan Point Drive & 34 Moody Lane)	\$ 96,800	\$ 1,584	0.30	\$ 2,016	50	\$ 1,129	1	\$ 2,081	\$ 6,810	RA-20, TC 8076 fronts 2 streets avg. = 50'
I07068	Freitas, John C. & Mary B. Ta'Agan Point Drive Danbury, CT 06811 (Ta'Agan Point Drive)	\$ 127,800	\$ 2,091	0.30	\$ 2,016	100	\$ 2,258	1	\$ 2,081	\$ 8,446	RA-20, TC 672
I06038	Saunders, Randall P. & Glenda O. Ta'Agan Point Drive Danbury, CT 06811 (Ta'Agan Point Drive)	\$ 115,100	\$ 1,883	0.28	\$ 1,882	100	\$ 2,258	1	\$ 2,081	\$ 8,104	RA-20

TA'AGAN POINT WATER MAIN  
PRELIMINARY ASSESSMENTS

November 6, 2000

Page 5 of 7

LOT NO.	PROPERTY OWNER MAILING ADDRESS (LOCATION)	GROSS ASSESS. VALUE (\$)	ASSESS. PORTION (\$)	LOT AREA (AC.)	AREA PORTION (\$)	FRONT-AGE (FT.)	FRONT-AGE PORTION (\$)	UNITS (#)	UNITS PORTION (\$)	TOTAL (\$)	COMMENTS
I06028	Klein, Rose 56 Ta'Agan Point Rd. Danbury, CT 06811 (56 Ta'Agan Point Rd.)	\$ 87,700	\$ 1,435	0.26	\$ 1,747	112.5	\$ 2,540	1	\$ 2,081	\$ 7,803	RA-20, corner lot (75' + 150')/2 = 112.5'
I06069	Shook, Randi W. 55 Ta'Agan Point Rd. Danbury, CT 06811 (55 Ta'Agan Point Rd.)	\$ 245,300	\$ 4,013	0.515	\$ 3,461	87.5	\$ 1,975	1	\$ 2,081	\$ 11,531	RA-20, TC 6652 & 10158, corner lot (125' + 50')/2 = 87.5'
I06022	Rhodes, Jonathan & Rosetta M. 57 Ta'Agan Point Rd. Danbury, CT 06811 (57 Ta'Agan Point Rd.)	\$ 224,000	\$ 3,665	0.17	\$ 1,142	50	\$ 1,129	1	\$ 2,081	\$ 8,017	RA-20 T.P.W.C. customer
I06021	Baker, Cornelia L. 59 Ta'Agan Point Rd. Danbury, CT 06811 (59 Ta'Agan Point Rd.)	\$ 256,400	\$ 4,195	0.353	\$ 2,372	100	\$ 2,258	1	\$ 2,081	\$ 10,906	RA-20, TC 10704 T.P.W.C. customer
I06020	Firmender, Wayne P. & Mary A. 61 Ta'Agan Point Rd. Danbury, CT 06811 (61 Ta'Agan Point Rd.)	\$ 248,000	\$ 4,057	0.182	\$ 1,223	50	\$ 1,129	1	\$ 2,081	\$ 8,490	RA-20, TC 10535 T.P.W.C. customer
I06019	Kolb, Charles A. & Dorothea S. 63 Ta'Agan Point Rd. Danbury, CT 06811 (63 Ta'Agan Point Rd.)	\$ 214,500	\$ 3,509	0.17	\$ 1,142	50	\$ 1,129	1	\$ 2,081	\$ 7,862	RA-20, TC 531
I06027	Morrissey, Alan J. 825 Mackall Ave. McLean, VA 22101 (58 Ta'Agan Point Rd.)	\$ 12,700	\$ 208	0.17	\$ 1,142	50	\$ 1,129	1	\$ 2,081	\$ 4,560	RA-20, TC 6652 vacant

TA'AGAN POINT WATER MAIN  
PRELIMINARY ASSESSMENTS

LOT NO.	PROPERTY OWNER MAILING ADDRESS (LOCATION)	GROSS ASSESS. VALUE (\$)	ASSESS. PORTION (\$)	LOT AREA (AC.)	AREA PORTION (\$)	FRONT-AGE (FT.)	FRONT-AGE PORTION (\$)	UNITS (#)	UNITS PORTION (\$)	TOTAL (\$)	COMMENTS
I06026	Morrissey, Alan J. 825 Mackall Ave. McLean, VA 22101 (60 Ta'Agan Point Rd.)	\$ 12,700	\$ 208	0.17	\$ 1,142	50	\$ 1,129	1	\$ 2,081	\$ 4,560	RA-20, TC 6652 vacant
I06025	Morrissey, Alan J. 825 Mackall Ave. McLean, VA 22101 (62 Ta'Agan Point Rd.)	\$ 12,700	\$ 208	0.17	\$ 1,142	50	\$ 1,129	1	\$ 2,081	\$ 4,560	RA-20, TC 6652 vacant
I06024	Ward, Joseph & Virginia V. 64 Ta'Agan Point Rd. Danbury, CT 06811 (64 Ta'Agan Point Rd.)	\$ 134,300	\$ 2,197	0.37	\$ 2,486	137.83	\$ 3,112	1	\$ 2,081	\$ 9,877	RA-20, TC 6652 corn. lot $(50' + 161.51' + 64.15')/2 = 137.83'$ T.P.W.C. customer
I06017	Shorter, Laurence & Karen 67 Ta'Agan Point Rd. Danbury, CT 06811 (67 Ta'Agan Point Rd.)	\$ 335,300	\$ 5,485	0.633	\$ 4,254	63.925	\$ 1,443	1	\$ 2,081	\$ 13,264	RA-20, TC 6652 & 9694, corner lot $(50' + 77.85')/2 = 63.925'$
I06016	Bianconi, Gary & Luann. 69 Ta'Agan Point Rd. Danbury, CT 06811 (69 Ta'Agan Point Rd.)	\$ 198,200	\$ 3,243	0.18	\$ 1,210	50	\$ 1,129	1	\$ 2,081	\$ 7,662	RA-20
I06234	Bianconi, Gary & Luann 69 Ta'Agan Point Rd. Danbury, CT 06811 (Ta'Agan Point Rd.)	\$ 152,300	\$ 2,492	0.17	\$ 1,142	50	\$ 1,129	1	\$ 2,081	\$ 6,844	RA-20, TC 531 vacant
I06015	Locke, Richard & Katherine Ta'Agan Point Rd. Danbury, CT 06811 (Ta'Agan Point Rd.)	\$ 216,100	\$ 3,535	0.17	\$ 1,142	50	\$ 1,129	1	\$ 2,081	\$ 7,888	RA-20



TA'AGAN POINT WATER MAIN  
PRELIMINARY ASSESSMENTS

November 6, 2000

Page 2 of 7

LOT NO.	PROPERTY OWNER MAILING ADDRESS (LOCATION)	GROSS ASSESS. VALUE (\$)	ASSESS. PORTION (\$)	LOT AREA (AC.)	AREA PORTION (\$)	FRONT-AGE (FT.)	FRONT-AGE PORTION (\$)	UNITS (#)	UNITS PORTION (\$)	TOTAL (\$)	COMMENTS
I06039	Lueders, Carl F., Sr. 31 Moody Lane Danbury, CT 06811 (15 Ta'Agan Point Drive)	\$ 90,700	\$ 1,484	0.27	\$ 1,814	100	\$ 2,258	1	\$ 2,081	\$ 7,637	RA-20
I06040	Newmark, Theresa & Gary 11 Ta'Agan Point Drive Danbury, CT 06811 (11 Ta'Agan Point Drive)	\$ 115,200	\$ 1,885	0.39	\$ 2,621	150	\$ 3,386	1	\$ 2,081	\$ 9,973	RA-20, TC 6964
I06042	Radachowsky, Richard Ta'Agan Point Drive Danbury, CT 06811 (Ta'Agan Point Drive)	\$ 76,400	\$ 1,250	0.19	\$ 1,277	75	\$ 1,693	1	\$ 2,081	\$ 6,301	RA-20, TC 672 & 1819
I06043	Koschel, Margaret A. & John R., Jr., aka John Robert 1 Ta'Agan Point Drive Danbury, CT 06811 (Ta'Agan Point Drive)	\$ 99,800	\$ 1,633	0.30	\$ 2,016	125	\$ 2,822	1	\$ 2,081	\$ 8,552	RA-20, TC 672 & 1819
I06044	Koschel, John R. & Margaret A. 1 Ta'Agan Point Drive Danbury, CT 06811 (1 Ta'Agan Point Drive)	\$ 8,000	\$ 131	0.12	\$ 806	74.5	\$ 1,682	1	\$ 2,081	\$ 4,701	RA-20, corner lot (99' + 50')/2 = 74.5' vacant
I07081	Alves, Victor & Cathy A. 32 Ta'Agan Point Drive Danbury, CT 06811 (32 Ta'Agan Point Drive)	\$ 103,100	\$ 1,687	0.34	\$ 2,285	100	\$ 2,258	1	\$ 2,081	\$ 8,310	RA-20, TC 8171
I07080	Plepla, Susan Ta'Agan Point Drive Danbury, CT 06811 (Ta'Agan Point Drive)	\$ 137,500	\$ 2,249	0.40	\$ 2,688	100	\$ 2,258	1	\$ 2,081	\$ 9,276	RA-20, TC 8225 & 8162

TA'AGAN POINT WATER MAIN  
PRELIMINARY ASSESSMENTS

November 6, 2000

Page 3 of 7

LOT NO.	PROPERTY OWNER MAILING ADDRESS (LOCATION)	GROSS ASSESS. VALUE (\$)	ASSESS. PORTION (\$)	LOT AREA (AC.)	AREA PORTION (\$)	FRONT-AGE (FT.)	FRONT-AGE PORTION (\$)	UNITS (#)	UNITS PORTION (\$)	TOTAL (\$)	COMMENTS
I07072	Mota, Ronald & Patricia 24 Ta'Agan Point Drive Danbury, CT 06811 (24 Ta'Agan Point Drive)	\$ 130,000	\$ 2,127	0.46	\$ 3,091	100	\$ 2,258	1	\$ 2,081	\$ 9,557	RA-20, TC 8226 & 8228
I06054	Marra, Fred A. & Barbara A. 14 Ta'Agan Point Drive Danbury, CT 06811 (14 Ta'Agan Point Drive)	\$ 132,400	\$ 2,166	0.46	\$ 3,091	150	\$ 3,386	1	\$ 2,081	\$ 10,725	RA-20, TC 672 corner lot (200' + 100')/2 = 150' T.P.W.C. customer
I06053	Fitzgerald, James 12 Ta'Agan Point Drive Danbury, CT 06811 (12 Ta'Agan Point Drive)	\$ 94,300	\$ 1,543	0.136	\$ 914	85	\$ 1,919	1	\$ 2,081	\$ 6,457	RA-20, TC 10489 corner lot (50' + 120')/2 = 85'
I06050	Guardino, Christian & Stephanie 10 Ta'Agan Point Drive Danbury, CT 06811 (10 Ta'Agan Point Drive)	\$ 105,700	\$ 1,729	0.26	\$ 1,747	97.64	\$ 2,204	1	\$ 2,081	\$ 7,762	RA-20, TC 10489
I06049	Lorenti, John R. Ta'Agan Point Drive Danbury, CT 06811 (Ta'Agan Point Drive)	\$ 91,900	\$ 1,503	0.207	\$ 1,391	77.36	\$ 1,747	1	\$ 2,081	\$ 6,722	RA-20, TC 6587 T.P.W.C. customer
I06048	Ball, Geoffrey C. & Karen A. Ta'Agan Point Drive Danbury, CT 06811 (Ta'Agan Point Drive)	\$ 105,900	\$ 1,733	0.193	\$ 1,297	75	\$ 1,693	1	\$ 2,081	\$ 6,804	RA-20, TC 9916
I06045	Tagliavento, Joy A. 4 Moody Lane Danbury, CT 06811 (4 Moody Lane)	\$ 106,000	\$ 1,734	0.42	\$ 2,822	140.5	\$ 3,172	1	\$ 2,081	\$ 9,810	RA-20, TC 672 corner lot (174' + 107')/2 = 140.5' T.P.W.C. customer

TA'AGAN POINT WATER MAIN  
PRELIMINARY ASSESSMENTS

November 6, 2000

Page 4 of 7

LOT NO.	PROPERTY OWNER MAILING ADDRESS (LOCATION)	GROSS ASSESS. VALUE (\$)	ASSESS. PORTION (\$)	LOT AREA (AC.)	AREA PORTION (\$)	FRONT-AGE (FT.)	FRONT-AGE PORTION (\$)	UNITS (#)	UNITS PORTION (\$)	TOTAL (\$)	COMMENTS
I06046	Moreira, Brenda & Francisco 2 Moody Lane Danbury, CT 06811 (2 Moody Lane)	\$ 113,000	\$ 1,849	0.35	\$ 2,352	120.37	\$ 2,718	1	\$ 2,081	\$ 8,999	RA-20, TC 7661 corner lot (107.74' + 133')/2 = 120.37, T.P.W.C. cust.
I06030	Sabbagh, Mary 3 Moody Lane Danbury, CT 06811 (3 Moody Lane)	\$ 130,600	\$ 2,137	0.52	\$ 3,494	150	\$ 3,386	1	\$ 2,081	\$ 11,099	RA-20, TC 6652 T.P.W.C. customer
I06031	Sabbagh, Nabeel & Mary 3 Moody Lane Danbury, CT 06811 (5 Moody Lane)	\$ 43,000	\$ 703	0.44	\$ 2,957	113.8	\$ 2,569	1	\$ 2,081	\$ 8,311	RA-20, TC 6652 lot w/ 2 frontages (177.59' + 50')/2 = 113.8', vacant
I06032	Pickle, Stevie L. & Sydney Rabinowitz 14 Moody Lane Danbury, CT 06811 (14 Moody Lane)	\$ 120,000	\$ 1,963	0.18	\$ 1,210	90.5	\$ 2,043	1	\$ 2,081	\$ 7,297	RA-20, corner lot (101' + 80')/2 = 90.5'
I06029	Morrissey, William J., Jr. 150 Alden Ave. New Haven, CT 06515 (1 Moody Lane)	\$ 47,300	\$ 774	0.35	\$ 2,352	125	\$ 2,822	1	\$ 2,081	\$ 8,029	RA-20, TC 6652 corner lot (100' + 150')/2 = 125' vacant
I06065	Hunt, Patricia A. 47 Ta'Agan Point Rd. Danbury, CT 06811 (47 Ta'Agan Point Rd.)	\$ 100,800	\$ 1,649	0.26	\$ 1,747	151.07	\$ 3,411	1	\$ 2,081	\$ 8,888	RA-20, TC 6517 & 6652 T.P.W.C. customer
I06067	Lorusso, Donald S., Jr. 53 Ta'Agan Point Rd. Danbury, CT 06811 (53 Ta'Agan Point Rd.)	\$ 99,200	\$ 1,623	0.26	\$ 1,747	150	\$ 3,386	1	\$ 2,081	\$ 8,838	RA-20, TC 6652 T.P.W.C. customer



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

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

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the residents served by the Ta'Agan Point water supply system have experienced long standing problems associated with the quantity and quality of water drawn from their community well system; and

WHEREAS, the State of Connecticut Department of Public Health has been monitoring the situation for years and appointed a receiver in an attempt to ameliorate the problems; and

WHEREAS, notwithstanding good faith efforts made by the receiver to date, the residents believe that the system remains inadequate, unreliable and at times unsafe; and

WHEREAS, although the Public Utilities Division of the Danbury Department of Public Works has installed an emergency feed line to provide a temporary source of water, a permanent solution is required; and

WHEREAS, an extension of the Danbury public water supply system to be funded through the assessment of benefits against those properties benefited by the extension is in the best interests of the public; and

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

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

NOW, THEREFORE, BE IT RESOLVED THAT the Corporation Counsel of the City of Danbury is hereby authorized to acquire certain water line easements from the affected property owners on or before May 1, 2001, either by negotiation or by eminent domain through the institution of suits against said property owners, their successors and assigns and their mortgage holders and encumbrancers, if any. Preliminary maps showing the affected areas are attached hereto and incorporated herein as Exhibits A through F.



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**CITY OF DANBURY**  
**DEPARTMENT OF PUBLIC UTILITIES**  
**155 DEER HILL AVENUE**  
**DANBURY, CONNECTICUT 06810**

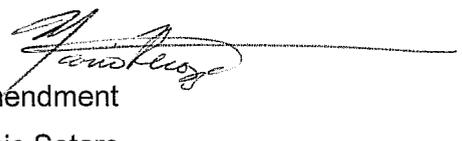
**MARIO RICOZZI, P.E., F.ASCE**  
**SUPERINTENDENT OF PUBLIC UTILITIES**

**(203) 797-4539**  
**FAX: (203) 796-1590**  
E-mail: [m.ricozzi@ctconnect.com](mailto:m.ricozzi@ctconnect.com)

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

---

**DATE:** November 1, 2000  
**TO:** Mayor Gene F. Eriquez  
Danbury Common Council Members  
**FROM:** Mario Ricozzi, P.E., F.ASCE, Superintendent   
**RE:** Wastewater Treatment Facility Agreement Amendment  
**CC:** William J. Buckley, Jr., Eric Gottschalk, Dominic Setaro

Attached is a proposed amendment to the Wastewater Treatment Facility Service Agreement between the City of Danbury and U.S. Filter Operating Services Incorporated. It revises the wastewater pumping station listing in exhibit 1C. The amendment changes pump station number 13 by replacing the Plumtrees Road Pumping Station with the Kenosia Avenue Pumping Station. Please review the amendment and should you have any questions I will make myself available to discuss them with you.

Enclosure

MR:sm

sm/c:/marioword/seragre.doc

**AMENDMENT TO  
WASTEWATER TREATMENT FACILITY  
SERVICE AGREEMENT**

This Amendment is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between the City of Danbury, a municipal corporation located in the County of Fairfield and organized and existing under and by virtue of the laws of the State of Connecticut and U.S. Filter Operating Services, Inc., a Delaware corporation, and is intended to amend Exhibit 1C of the Wastewater Treatment Facility Service Agreement between the parties dated October 1, 1997 (hereinafter, "the Agreement").

The parties agree that in order to modify the list of pump station facilities to be operated by U.S. Filter Operating Services, Inc., pursuant to the Agreement, the Agreement shall be amended by deleting Exhibit 1C thereof and replacing said exhibit with a new Exhibit 1C, a copy of which is attached hereto and made a part hereof.

All other provisions of the Agreement shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed and delivered as of this \_\_\_ day of \_\_\_\_\_, 2000.

Signed, Sealed and Delivered  
in the presence of:

City of Danbury

\_\_\_\_\_

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

\_\_\_\_\_

U.S. Filter Operating Services, Inc.

\_\_\_\_\_

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

\_\_\_\_\_

State of Connecticut     )  
                                  ) ss. Danbury  
County of Fairfield     )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me, Eric L. Gottschalk, the undersigned officer, personally appeared Gene F. Eriquez, known to me to be the person who subscribed the foregoing instrument on behalf of the City of Danbury, a municipal corporation, and acknowledged himself to be the Mayor of the City of Danbury, and that he as the Mayor, being authorized so to do, executed the foregoing instrument on behalf of the City of Danbury for the purposes therein contained by signing the name of the City of Danbury by himself as Mayor.

\_\_\_\_\_  
Eric L. Gottschalk  
Commissioner of the Superior Court

State of                    )  
                                  ) ss.  
County of                 )

On this the \_\_\_\_ day of \_\_\_\_\_, 2000, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person who subscribed the foregoing instrument on behalf of U.S. Filter Operating Services, Inc., a Delaware corporation, and acknowledged himself to be the \_\_\_\_\_ of U.S. Filter Operating Services, Inc., and that he as the \_\_\_\_\_, being authorized so to do, executed the foregoing instrument on behalf of U.S. Filter Operating Services, Inc., for the purposes therein contained by signing the name of U.S. Filter Operating Services, Inc., by himself as \_\_\_\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court/Notary Public

My commission expires on:

**EXHIBIT 1C  
FACILITY FIXTURES AND EQUIPMENT**

In general, the FACILITY includes the following:

- **Thirteen Wastewater Pumping Stations located throughout the service area**
  1. **Beaver Brook**
  2. **Hayestown Road**
  3. **Delay Street**
  4. **South Street**
  5. **Ford Avenue**
  6. **Triangle Street**
  7. **4<sup>th</sup> Street**
  8. **Hillside Street**
  9. **Tarrywile Lake Drive**
  10. **Backus Avenue**
  11. **Turner Road**
  12. **Mill Plain Road**
  13. **Kenosia Avenue**
  
- **Septage receiving station**
- **Influent screening and grit removal**
- **Storm water equalization basin**
- **Primary settling tanks and raw sludge pumping**
- **Roughing trickling filters and settling**
- **Nitrification system and settling**
- **Chlorine, disinfection and dechlorination**
- **Sludge thickening and anaerobic digestion**
- **Sludge dewatering via belt filter press**
- **Administration building, including laboratory operations**
- **Maintenance area**
- **All permanently installed emergency generators at the treatment plant and sewage pumping stations**
- **Air relief valves on force mains and force mains**
- **All existing on-site odor control systems**

Revised October, 2000

sm/c:marioword/wasteaggr.doc



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# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

October 31, 2000

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Douglas Kovatch and Tower Park, L.C., On Behalf of Themselves and All Others Similarly Situated v. Johns Manville Corporation and Johns Manville International, Inc.  
Class action -- Settlement of claim

Dear Mayor and Council Members:

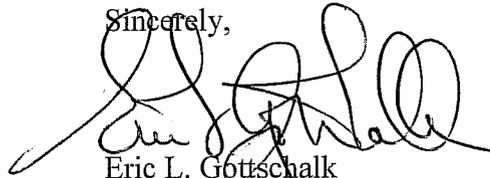
During the early 1990s the city installed phenolic foam roofing insulation ("PFRI") manufactured by Johns Manville at the New Street Fire Department headquarters and at Danbury High School. Since then, it has been determined that when PFRI is exposed to moisture it is corrosive to metal roof decks. Because this product was installed over metal decking at these two locations we have been advised that the City of Danbury is an "eligible claimant" in the above referenced litigation.

Since the installation was completed, representatives of Johns Manville inspected the roofs and we believe that in our particular case the roofs in question are in good condition. Nevertheless, the city is entitled to share in the proposed settlement. However, should we elect not to, we must file a request for exclusion prior to November 22, 2000.

After examining the class action materials sent to the city in connection with a proposed settlement of the case and comparing them with our records, we believe that the city should present its claim to the Massachusetts District Court. Under terms of the proposal the City would be entitled to \$45.00/square, multiplied by the total number of squares (one square equals 100 square feet) of metal roof deck containing Johns Manville PFRI in direct or indirect contact with that metal roof decking material. While we are still in the process of confirming the total number of squares (we believe that approximately 1300 squares were used, although a summary inspection report prepared in connection with the case suggests that only about 520 squares were used), once that has been done we will be in a position to file our claim.

Please consider this matter at the November meeting and authorize this office to file a claim on the city's behalf.

Sincerely,



Eric L. Gottschalk  
Corporation Counsel

cc: Richard M. Palanzo, Superintendent of Public Buildings



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## REPORT

November 9, 2000

Mayor Gene F. Eriquez  
Members of the Common Council

Re: **Recycling and Solid Waste Disposal Agreement**

The Common Council Committee appointed to review the proposed amendment to the Recycling and Solid Waste Disposal Agreement met at 7:00 P.M. on October 26, 2000 in City Hall. In attendance were committee members Arconti, Abrantes and Basso. Also in attendance were Assistant Corporation Counsel Eric Gottschalk, Director of Finance Dominic Setaro, Director of Public Works William Buckley, Council Members Warren Levy and Harry Scalzo, ex-officio and members of the public.

Attorney Gottschalk reviewed the proposed changes to the agreement, explaining that the amendments are basically accounting changes that will allow the City to make lump sum payments to AWD. Permits will no longer be required and coupons issued to disabled veterans, POWs and certain disabled citizens will no longer require individual reimbursement by the City.

Mr. Setaro stated that he views these proposed changes as beneficial to the City as they will eliminate unnecessary administrative expenses and will streamline the procedure with AWD. There will be no negative impact on the residents who choose to use this system, as AWD will not limit the number of coupons or permits nor deny their legitimate use. The City will make semi-annual payments in the amount budgeted (\$57,000) for this purpose.

Mrs. Abrantes moved to recommend that the Common Council approve the amendments to the Recycling and Solid Waste agreement with AWD, as proposed. Seconded by Mrs. Basso and passed unanimously.

Respectfully submitted,

---

THOMAS ARCONTI, Chairman

---

HELENA ABRANTES

---

PAULINE BASSO



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## PROGRESS REPORT

November 9, 2000

Mayor Gene F. Eriquez  
Members of the Common Council

Re: Hawthorne Cove Road

The Common Council Committee appointed to review the Resolution regarding Hawthorne Cove Road met at 7:30 P.M. on October 26, 2000 in City Hall. In attendance were committee members Arconti and Basso. Mrs. Smith had a previous commitment. Also in attendance were Corporation Counsel Eric Gottschalk, Director of Finance Dominic Setaro, Director of Public Works William Buckley, Council Members Manny Furtado, Warren Levy and Harry Scalzo, ex-officio, residents of Hawthorne Cove and members of the public.

Attorney Gottschalk and Mr. Buckley reviewed the history of this project and the actions that the City has taken to date. In 1998, the Common Council approved the acceptance of Hawthorne Cove Road as a public highway, with the agreement that the City would contribute \$80,000 towards the improvements and the residents would be assessed for the remainder of the costs. The City Engineering and Highway Departments have prepared a full set of plans and are ready to seek bids. The City's estimate for this project is around \$450,000.

Mrs. Ryan, representing the Hawthorne Cove Property Owners Association stated that a majority of the residents still want to proceed with this project, but there is concern about the City's high estimate for its completion. There was much discussion about the costs, easements and assessment methods for this project. The Association received a bid, based upon the City's plan, of approximately \$272,000. It was recommended that the best approach would be to obtain firm bids on the plans and specs, so that realistic assessment estimates could be reviewed by the residents and a decision whether or not to proceed can be made on the facts.

Mrs. Basso moved to table action on this resolution at this time while the Hawthorne Association provides the necessary easements in a form suitable to Corporation Counsel and the City obtains bids so that a decision can be made on whether to proceed with the project. Seconded by Mr. Arconti and passed unanimously.

Respectfully submitted,

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THOMAS ARCONTI, Chairman

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MARY SMITH

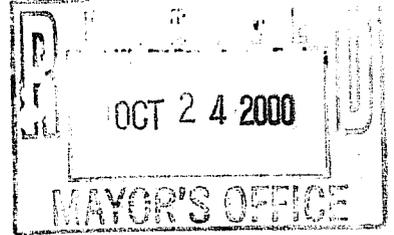
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PAULINE BASSO



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810



35

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

WILLIAM J. BUCKLEY, JR., P.E.  
DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

October 24, 2000

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

Dear Mayor Eriquez and Common Council Members:

Tarrywile Lake Dam Repairs  
State of Connecticut Funding Agreement  
City Project No. 00-1

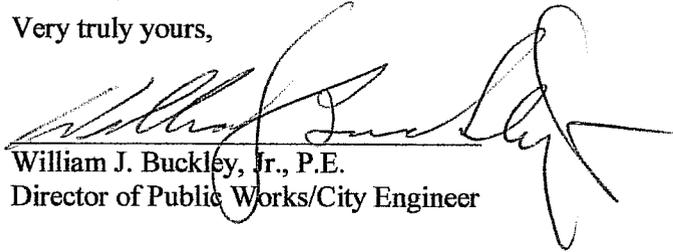
The City of Danbury applied for State funding for the above noted project. The State of Connecticut Department of Environmental Protection (DEP) has agreed to fund 51% of the cost of the repairs.

Enclosed please find a copy of the proposed State agreement for the design portion of the project. The State has agreed to reimburse the City up to \$18,885.00 of the estimated \$36,500.00 design and bidding services fees. A separate agreement will be drafted for the construction phase of the project.

I hereby request that the Common Council, acting as the Flood and Erosion Control Board, authorize Mayor Gene F. Eriquez to enter into this agreement with the State DEP.

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

Very truly yours,

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

Encl.

C: Dominic A. Setaro, Jr., with encl.  
Laszlo L. Pinter, with encl.



**AGREEMENT FOR  
DESIGN OF TARRYWILE LAKE DAM REPAIRS  
DANBURY, CONNECTICUT**

**THIS AGREEMENT**, made by and between the **STATE OF CONNECTICUT**, acting herein by Arthur J. Rocque, Jr. its Commissioner of Environmental Protection, duly authorized under the provisions of Section 25-95 of the General Statutes of Connecticut, hereinafter called the **STATE**, and the **FLOOD AND EROSION CONTROL BOARD**, the City of Danbury in the County of Fairfield and the State of Connecticut, acting herein by Gene F. Eriquez, the duly authorized Mayor, hereinafter referred to as the **LOCAL BOARD** or **CITY**.

**WITNESSETH THAT:**

**WHEREAS**, the City of Danbury has established a Flood and Erosion Control Board pursuant to and in accordance with the authority contained in Section 25-84 of the General Statutes of Connecticut, as amended; and

**WHEREAS**, the parties hereto agree to the need for repairs to the Tarrywile Lake Dam in Danbury, Connecticut to prevent flooding from dam failure; and

**WHEREAS**, Section 2-f-5 of Public Act No. 99-242 of the State of Connecticut authorized the sale of bonds for various flood control improvements, flood repair and municipal dam repair projects, not exceeding Two Million Five Hundred Thousand Dollars (\$2,500,000); and

**WHEREAS**, Tarrywile Lake Dam repair will benefit abutting properties and down stream riparian property owners; and

**WHEREAS**, it is necessary to design repairs to said Dam to include surveys, inspections, engineering analysis, and soil borings necessary to prepare a detailed report, to include plans and specifications and a detailed opinion of probable cost, needed to initiate the repair of the Tarrywile Lake Dam; and

10/24/00 Draft Agreement

**WHEREAS**, the **LOCAL BOARD** will hire a consultant engineer to study and prepare a detailed design and plans and specifications for the repair of Tarrywile Lake Dam in the City of Danbury, Connecticut.

**NOW, THEREFORE**, it is mutually agreed by and between the parties hereto, in consideration of the mutual promises herein contained that:

1. That the cost of engineering services provided to the **LOCAL BOARD** by Roald Haested, Inc. will be at an estimated total cost of \$36,500.00 and the work to be conducted shall include design, surveys, inspections, engineering analysis and soil borings need to prepare detailed design documents, prior to initiating the repair of Tarrywile Lake Dam.
2. The **LOCAL BOARD** will in the first instance bear all costs of such design, surveys, surveys, inspections, engineering analysis and soil borings to be cost-shared by the **STATE**.
3. The **LOCAL BOARD** shall provide evidence of payment and all documents prepared under the above referenced project.
4. As stipulated in Section 25-71 of the General Statutes of Connecticut, as amended, the **STATE** shall reimburse the **LOCAL BOARD** its proportionate share of eligible costs at the rate of (51%) of the costs incurred.
5. The eligible costs shall only be those costs necessary for the Tarrywile Lake Dam detailed design plans and specifications. The total eligible design costs are \$36,500.00.
6. The **STATE** shall reimburse the **LOCAL BOARD** monthly, or billed, after proof of expenditure by the **LOCAL BOARD** has been filed with and accepted by the **STATE** for such surveys, surveys, inspections, engineering analysis and soil boring in an amount not to exceed \$18,885.00.

7. Either the **STATE** or the **LOCAL BOARD** may abandon the proposed detailed design report if it is established that the cost of the detailed design cost report is determined to be excessive. Excessive costs are those costs, which significantly exceed \$ 36,500.00, the estimated design cost. Written notice of such abandonment shall be given to the other party and delivered by registered or certified mail. Any such notice of abandonment shall include an extract of the minutes of the appropriate meeting of the **LOCAL BOARD** voting to abandon, or in the event the **STATE** abandons, written notice from the Commissioner of the Department of Environmental Protection.
8. The execution and approval of this agreement shall represent a commitment on the part of the **STATE** to reimburse the **LOCAL BOARD** for eligible expenses associated with the design, surveys, inspections, engineering analysis and soil borings.
9. At the completion of the design, surveys, inspections, engineering analysis and soil borings, the **STATE** may enter into an agreement with the **LOCAL BOARD** as outlined in Section 25-95 of the General Statutes of Connecticut, as amended, as a condition precedent to construction of any proposed flood and erosion control system.
  - A. The agreement with the **STATE** shall describe:
    - i. The nature and extent of the system
    - ii. The amount of the cost to the **STATE**
    - iii. The share to be paid by the **LOCAL BOARD**
    - iv. The method of financing the payment by the **LOCAL BOARD**.
  - B. The **STATE** or the **LOCAL BOARD** may abandon the proposed system if it is established that the cost of engineering design or construction is determined to be excessive.

- C. The **STATE** has the authority to cancel any such agreement with the **LOCAL BOARD** and abandon the project if it develops that the **STATE** fails to approve any of the stipulations or conditions which are subject to its approval under the provisions of Chapter 477 of the General Statutes of Connecticut, as amended.
10. If at any time the project is abandoned by either party, the obligations incurred up to that time shall be chargeable as outlined in Section 25-71 of the General Statutes of Connecticut, as amended, and this agreement shall then terminate.
11. The **LOCAL BOARD** agrees to provide the necessary permits, as are required by law for the project and such easements or land purchases as may be necessary for expeditious completion of construction and permanent operation and maintenance of the works of improvement to be built.
12. The **LOCAL BOARD** agrees that it shall have its financial records audited at the close of the **LOCAL BOARD'S** fiscal year and provide that audit to the Commissioner of Environmental Protection, all in accordance with the Connecticut General statutes Section 7-396a and Sections 4-230 through 4-236, and any regulations which are or may be promulgated.
13. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, such, this contract may be canceled, 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 non-discrimination, 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 **CITY** agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it 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.

14. This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, 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 part to this contract. The parties to this contract, 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 that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in regard to listing all employment openings with the Connecticut State Employment Service.
15. Attachment A entitled, "Pursuant to Section 4a-60 and 4a -60a of the Connecticut General Statutes" pages 1-3, is incorporated herein and made a part of this agreement. For purposes of Paragraph 15 only "**Contractor**" shall mean the "**City**".

16. This contract is also subject to provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, and, as such, this contract may be canceled, terminated or suspended by the State for violation of or noncompliance with Executive Order No. 16, which is attached hereto and incorporated herein as Attachment B, Pages 1-2. The parties to this contract, as part of the consideration hereof, agree that a requirement for the compliance with Executive Order No. 16 shall be included in any subcontracts or other compliance with that may result from the contract. The parties agree to abide by such Executive Order.
17. Neither the **STATE** nor the **LOCAL BOARD** assumes liability for payment under the terms of this agreement until said **LOCAL BOARD** is notified by the Department of Environmental Protection that said agreement has been approved by the Attorney General of the State of Connecticut.
18. The **LOCAL BOARD** agrees that while performing duties specified in this contract that it shall carry sufficient insurance (liability and/or other) according to the nature of the work to be performed to "save harmless" the State of Connecticut from any insurable causes what so ever. Certificates of same are to be filed with the agency prior to the performance of services if requested.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals the day and year first above mentioned.

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

STATE OF CONNECTICUT

By: \_\_\_\_\_  
Arthur J. Rocque, Jr.  
Its Commissioner of  
Environmental Protection

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

CITY OF DANBURY, CONNECTICUT  
Acting through its Flood and  
Erosion Control Board

By: \_\_\_\_\_  
Gene F. Eriquez  
Mayor  
Duly Authorized

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General

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

FUNDS AVAILABLE:

\_\_\_\_\_

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

**ATTACHMENT A**  
**PURSUANT TO SECTION 4a-60 OF THE CONNECTICUT GENERAL STATUTES**

(a) (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 worker's 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; (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 good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of 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.

(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 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 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; 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.

**PURSUANT TO SECTION 4a-60a OF THE CONNECTICUT GENERAL STATUTES**

(a) (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 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 worker's 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; (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 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 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 noncompliance 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.

## ATTACHMENT B

State of Connecticut by His Excellency

John G. Rowland

Executive Order No. 16

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. That all state agency personnel, contractors, subcontractors, and vendors comply with the following Violence in the Workplace Prevention Policy:

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

Therefore, except as may be required as a condition of employment—

- No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

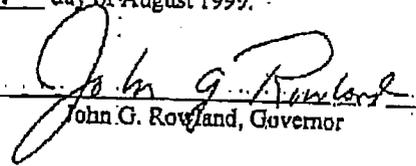
Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees.

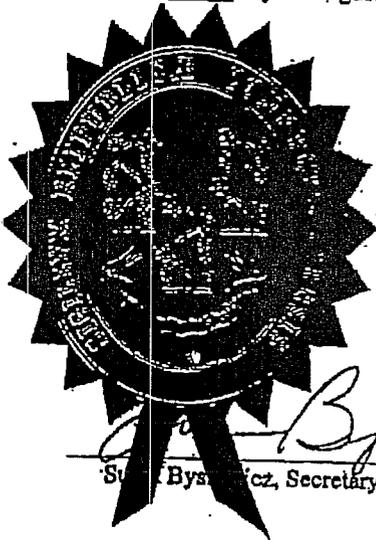
Executive Order No. 16

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 14th day of August 1999.

  
John G. Rowland, Governor

Filed this 14th day of August 1999



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