

COMMON COUNCIL MEETING – July 3, 2001

The meeting will be called to order at 7:30 P.M.

PLEDGE OF ALLEGIANCE AND PRAYER

ROLL CALL

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

20 PRESENT 1 ABSENT

PUBLIC SPEAKING

MINUTES – Minutes of the Common Council Meeting held June 5, 2001

CONSENT CALENDAR

- 1 – ORDINANCE – Review and Evaluation of Governmental Entities

- 2 – ORDINANCE – An Ordinance Appropriating \$500,000 For Public Improvements In The 2001-2002 Capital Budget And Authorizing The Issuance Of \$500,000 Bonds Of The City To Meet Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose

- 3 – RESOLUTION – School Based Health Center

- 4 – RESOLUTION – Safe Neighborhood Program

- 5 – RESOLUTION – Connecticut Fair Plan Anti-Arson Grant

- 6 – RESOLUTION – Airport Reconstruction of Taxiway A

- 7 – RESOLUTION – New Elementary School

- 8 – RESOLUTION – Sale of Pepsi at Danbury Ice Rink

- 9 – COMMUNICATION – Donation to Parks and Recreation

- 10 – COMMUNICATION – Donation to the Police Department

- 11 – COMMUNICATION – Donations to the Department of Elderly Services

- 12 – COMMUNICATION – Reappropriation of Donated Funds

- 13 – COMMUNICATION – EPA Consent Decree

- 14 – COMMUNICATION – School Based Health Care Conference

- 15 – COMMUNICATION – Request for Funds for the Hispanic Center
-
- 16 – COMMUNICATION – Request for Ad Hoc Committee – Elderly Tax Relief
-
- 17 – COMMUNICATION – Request for Ad Hoc Committee – Cell Phone Ban
-
- 18 – COMMUNICATION – Request for Common Council Parliamentarian
-
- 19 – COMMUNICATION – Request for Ad Hoc Committee – Generator Failure at Police Headquarters
-
- 20 – COMMUNICATION – Request for Sewer Extension – Hobson Street
-
- 21 – COMMUNICATION – Request for Sewer and Water Extensions – Duck Street
-
- 22 – COMMUNICATION – Offer to sell land bordering Rogers Park to the City
-
- 23 – COMMUNICATION – Request to Purchase City owned Land on Peace Street
-
- 24 – COMMUNICATION – Erosion and Flooding Problem on 20 Caye Road
-
- 25 – COMMUNICATION – Request for Sewer Extension – 11 Hobson Street & Peace Street
-
- 26 – COMMUNICATION – DEP Larvacide Funds
-
- 27 – COMMUNICATION – Road Widening Parcel – 1 Great Pasture Road
-
- 28 – COMMUNICATION – Rental Agreement – Hatters Park Bowling Lanes
-
- 29 – COMMUNICATION – Replacement of Thorpe Street Extension Bridge
-
- 30 – COMMUNICATION – Executive Air Service
-
- 31 – COMMUNICATION – Sidewalk Easement – Staples Street
-
- 32 – COMMUNICATION – Reports regarding Request to Purchase City Land known as Lot No. B09001
-
- 33 – COMMUNICATION – Reports regarding Offer to Sell Land on Old Post Road to the City
-
- 34 – COMMUNICATION – Report regarding Alexander D Avenue
-
- 35 – COMMUNICATION - Report regarding Saint James Church
-

36 – COMMUNICATION – Old East Ditch Flooding

37 – REPORT – Request for Sewer and Water Extensions – 8 Rose Street

38 – REPORT – Request for Sewer Extension – 9 Segar Street

39 – COMMUNICATION – 403 Main Street – Executive Session

40 – DEPARTMENT REPORTS – Public Works, Police Chief, Fire Chief, Fire Marshall,
Welfare & Social Services, Building Department, Elderly Services, Health &
Housing

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

CONSENT CALENDAR – July 3, 2001

- 2 - Adopt the Ordinance as presented
- 3 – Adopt the Resolution to apply for and accept grant funding in the amount of \$408,000 from the State Department of Health Services
- 4 - Adopt the Resolution to apply for and accept grant funding in the amount of \$120,000 for the Safe Neighborhood Programs
- 5 - Adopt the Resolution to apply for and accept grant funding in the amount of \$500 from the Connecticut Fair Plan Anti-Arson Committee
- 6 - Adopt the Resolution to apply for and accept grant funding totaling \$292, 500 for Airport Tree clearance
- 12 – Approve the reappropriation of donated funds as described
- 14 – Approve the acceptance of \$479 in scholarship funds from the State Department of Public Health
- 26 – Approve the reappropriation of \$7,500 as described
- 28 – Approve the rental agreement for Bowling Lanes at Hatters Community Park pending Planning Commission approval
- 29 – Approve the agreement and adopt the Resolution regarding the Replacement of the Thorpe Street Extension Bridge and authorize the project
- 31 – Receive the correspondence and accept the sidewalk easement on Staples Street as described
- 34 – Receive the report and proceed with the normal procedure for sanitary sewer extensions
- 37 – Receive the report and approve the recommendation regarding sewer and water extensions at 8 Rose Street
- 38 – Receive the report and approve the recommendation regarding sewer extension at 9 Segar Street



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

June 11, 2001

DANBURY, CT 06810

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

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

Dear Mayor and Council Members:

Please find enclosed a proposed ordinance revision that incorporates the results of the recently completed review of governmental entities. Consistent with the actions you took earlier this month the revisions provide for the re-establishment of the entities identified below, each for the periods described. The Economic Development Commission and the Youth Commission are both to be re-established for a period of two years. The Parks and Recreation Commission, the Aviation Commission, the Commission on the Status of Women and the Danbury Housing Partnership are all to be re-established for a period of five years.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Eric L. Gottschalk".

Eric L. Gottschalk
Corporation Counsel

Ordinanc/2-176let



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

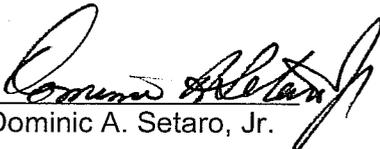
(203) 797-4652
FAX: (203) 796-1526

M E M O R A N D U M

DATE: May 31, 2001
TO: Hon Gene F. Eriquez
via the Common Council
FROM: Dominic A. Setaro, Jr., Director of Finance
RE: **Resolution – School Based Health Center**
CC: W. Campbell

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 in the amount of \$408,080 from the State of Connecticut, Department of Health Services. There is no local cash match. The grant term is for two separate one-year periods. The amount of \$204,040 is for the time-period July 1, 2001 through June 30, 2002. The second year will be July 1, 2002 through June 30, 2003 for \$204,040.

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


Dominic A. Setaro, Jr.

Attach.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Department of Health Services has notified the Department of Health and Housing of the City of Danbury of the City's eligibility to apply for a School Based Health Center Continuation Grant in an amount not to exceed \$408,080; and

WHEREAS, the grant term will cover a two year period of July 1, 2001 through June 30, 2002 for \$204,040 and a second year July 1, 2002 to June 30, 2003 for an additional \$204,040 with no local match required; and

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

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

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

City of Danbury, #2002-068
Budget Period: 07/01/2001 to 06/30/2002

Contract Period: 07/01/01 to 06/30/03

Program: School Based Health Centers – Danbury High School & Broadview Middle School

Category	Amount
Personnel:	
1. Name & Position: M. S. Bonjour, Clinic Coordinator	
Calculation: 17.5 hrs/wk @ \$25.75/hr x 53 wks (Includes 1 week sick pay benefit required by City)	\$23,883
Fringe Benefit: FICA 7.65% x \$23,883 = \$1,827 W/C .30/100 * \$23,883 * .425034 = \$30 (x 20% anticipated rate increase FY 2001/2002) = \$6 Medical (Family) \$883.95 x 6 months = \$5,304 Life .51/1000 * \$23,883 x 12 month = \$146 Disability .42/100 of annual salary \$100 Public Liability 3.585/1000 total expenditures = \$731	\$8145
	\$731
2. Name & Position: K. C. White, APRN, Nurse Practitioner	
Calculation: 30 hrs/wk @ \$35.14/hr x 22 wks 20 hrs/wk @ \$35.14/hr x 22 wks	\$23,192 \$15,462
Fringe Benefit: FICA 7.65% x \$38,654 = \$2,957 W/C .30/100* \$38,654* .425034 = \$50 (x 20% anticipated rate increase FY 2001-2002) = \$10	\$3,017
3. Name & Position: S.M. Levasseur, APRN, Nurse Practitioner	
Calculation: 30 hrs/wk @ \$35.14/hr x 22 wks 20 hrs/wk @ \$35.14/hr x 22 wks	\$23,192 \$15,462
Fringe Benefit: FICA 7.65% x \$38,654 = \$2,957 W/C .30/100* \$38,654* .425034 = \$50 (x20% anticipated rate increase FY 2001-2002) = \$10	\$3,017
4. Name & Position: M. E. Levasseur, LCSW, Social Worker	
Calculation: 25 hrs/wk @ \$24.59/hr x 22 wks 20 hrs/wk @ \$24.59/hr x 22 wks	\$13,525 \$10,820
Fringe Benefit: FICA 7.65% x \$24,345 = \$1,863 W/C .30/100 \$24,345* .425034 = \$31 (x 20% anticipated rate increase FY 2001-2002) = \$6	\$1,900
5. Name & Position: M. Burness, Medical Assistant	
Calculation: 25 hrs/wk @ \$15.23/hr x 44 wks	\$16,753
Fringe Benefit: FICA 7.65% x \$16,977 = \$1,299 W/C .30/100* \$16,753 * .425034 = \$21 (x 20% anticipated rate increase FY 2001-2002) = \$4	\$1,324
6. Name & Position: R. A. Williams, Medical Assistant	
Calculation: 30 hrs/wk @ \$15.23/hr x 44 wks	\$20,373
Fringe Benefit: FICA 7.65% x \$20,373 = \$1,559 W/C .30/100 * \$20,104 * .425034 = \$26 (x 20% anticipated rate increase FY 2001-2002)	\$1,590
7. Travel \$.345 per mile X 1,000 miles	\$345
8. Training	
9. Educational Materials	
10. Office Supplies	\$77
11. Medical Materials	\$1,000
12. Contractual (Subcontracts)***	
a) Medical Director, (To Be Determined)	\$6,160

b) Social Work Consultant, Ruth Schofield, LMFT	\$3,960
c) Danbury Hospital	\$1,000
d) Environmental Control Company	\$550
e) Crystal Rock	\$400
13. Telephone	
14. Advertising	
15. Other Expenses (List Below)	
a.	
b.	
c.	
d.	
e.	
f.	
16a. Administrative Costs (if allowed) Grant Administration Fee @ 2% grant total = \$4,080.80 Audit Fee @ 2% grant total = \$4,080.80	\$8,162
16b. Indirect Costs (if allowed)	
Total DPH Grant	\$204,040
Other Program Income:	

*** Complete Subcontractor Schedule A

City of Danbury, #2002-068
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Contract Period: 07/01/01 to 06/30/03

Program: School Based Health Centers – Danbury High School & Broadview Middle School

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8. Training	
9. Educational Materials	
10. Office Supplies	\$77
11. Medical Materials	\$1,000
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15. Other Expenses (List Below)	
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Total DPH Grant	\$204,040
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*** Complete Subcontractor Schedule A



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

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

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



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

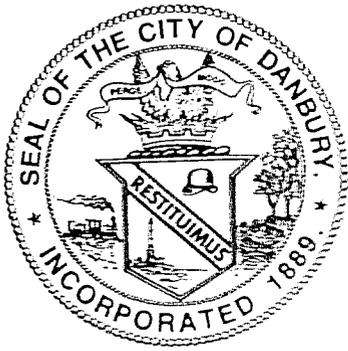
MEMORANDUM

TO: HON. GENE F. ERIQUEZ VIA THE COMMON COUNCIL
FROM: DOMINIC A. SETARO, JR., DIRECTOR OF FINANCE
SUBJECT: RESOLUTION – SAFE NEIGHBORHOOD PROGRAM
DATE: 06/18/01
CC: R.L. PAQUETTE

Attached for review is a resolution that allows the City of Danbury's Police Department to apply for and accept funding from the State of Connecticut Office of Policy and Management in the amount of \$120,000.00, or \$12,000.00 per officer assigned to the program. This grant will operate for the period July 1, 2001 through June 30, 2002 and will be used for the salaries of 10 police officers assigned to a specific project area within the City, as well as Crime Prevention Programs. No local cash match is required.

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

Dominic A. Setaro, Jr.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Office of Policy and Management will make available to the City of Danbury Police Department additional funds in the amount of \$120,000.00 as remainder funds to its existing grant for the Safe Neighborhood Program; and

WHEREAS, said award will cover the period of July 1, 2001 through June 30, 2002 with no local cash match; and

WHEREAS, said grant will subsidize 10 police officer positions at \$120,000.00 thus allowing increased police presence in targeted neighborhoods, especially in areas where there has been increased firearms use.

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Gene F. Eriquez and Chief Robert Paquette or his authorized representative are hereby empowered to accept funds and the Mayor is further authorized to execute any contracts/agreements therefore and to do all things necessary to effectuate the purposes hereof.

**PROJECT BUDGET ITEMIZATION
2000-01
SAFE NEIGHBORHOODS PROGRAM**

Applicant: City of Danbury, Connecticut

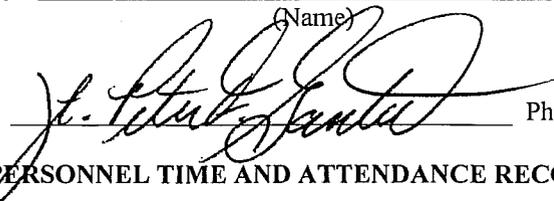
Project Title: Safe Neighborhood Program

<p>A. Police officers. Maximum of \$12,000 per full-time officer per full year. Provide estimate of salary/fringe/equipment breakdown in budget narrative.</p> <p>1. Number <u> 10 </u> % time <u> 100 </u> % year <u> 100 </u></p> <p>2. Fringe Benefits. Rate <u> n/a </u>%</p> <p>3. Equipment (other than vehicles), Basic issue to above officers</p>	<p align="right">\$ <u>120,000.00</u></p> <p align="right">\$ <u>- 0.00</u></p> <p align="right">\$ <u>-0.00</u></p>
Police Officers Total	\$ <u>120,000.00</u>
<p>B. Crime Prevention (List major elements plus miscellaneous)</p> <p align="center">NOT AVAILABLE AFTER 1998-99</p>	
Crime Prevention Total	\$ <u>-0.00</u>

TOTAL PROJECT COST: \$120,000.00

Prepared by: Lt. Peter F. Gantert Title: Lieutenant

(Name)

Signature:  Phone: 203.797.4577 Date: June 13, 2001

NOTE: PERSONNEL TIME AND ATTENDANCE RECORDS MUST BE KEPT FOR AUDITING PURPOSES.



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 Office of Policy and Management will make available to the City of Danbury Police Department additional funds in the amount of \$120,000.00 as remainder funds to its existing grant for the Safe Neighborhood Program; and

WHEREAS, said award will cover the period of July 1, 2001 through June 30, 2002 with no local cash match; and

WHEREAS, said grant will subsidize 10 police officer positions at \$120,000.00 thus allowing increased police presence in targeted neighborhoods, especially in areas where there has been increased firearms use.

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Gene F. Eriquez and Chief Robert Paquette or his authorized representative are hereby empowered to accept funds and the Mayor is further authorized to execute any contracts/agreements therefore and to do all things necessary to effectuate the purposes hereof.



CITY OF DANBURY

155 DEER HILL AVENUE

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DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

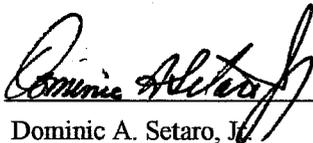
(203) 797-4652
FAX: (203) 796-1526

Memorandum

To: Hon. Gene F. Eriquez, via the Common Council
CC: C. Oliver
From: Dominic A. Setaro, Director of Finance
Date: 06/21/01
Re: Resolution – Connecticut Fair Plan Anti-Arson Grant

Attached for your review is a resolution that will enable the City of Danbury Fire Department to purchase a camcorder to be used in fire investigations. A local cash match of \$500.00 will be provided from the Fire Department budget. A copy of the grant fund application is attached for you 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 Connecticut Fair Plan Anti Arson Committee has advised the City of Danbury of its eligibility to apply for a direct award of \$500.00 under its program with a local cash match of \$500.00 required; and

WHEREAS, the funding under this new program will be used by the Danbury Fire Department to purchase a video camera to enhance effective fire investigations within the City of Danbury; and

WHEREAS, the grant period will run for 12 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 further authorized to sign any contracts/documents in connection therewith and to do all things necessary to effectuate the purposes of said grant.

CONNECTICUT FAIR PLAN
ANTI-ARSON COMMITTEE

GRANT FUND APPLICATION

(Please Print or Type)

DATE: May 25, 2001

AGENCY/DEPARTMENT NAME: Danbury Fire Marshal's Office

ADDRESS: 155 Deer Hill Ave, Danbury, CT 06810

NAME OF PERSON MAKING REQUEST: Deputy Fire Marshal, Carmen A. Rao

TELEPHONE NUMBER: 203-796-1541

DESCRIPTION OF EQUIPMENT/MATERIAL REQUESTED: Canon Rebel 2000 camera kit,
wide angle lens, case, flash, flash bracket etc.

INTENDED USE: Photographing fire scenes and other incidents as needed by
our office.

WHO WILL OPERATE AND MAINTAIN: The Fire Marshal's Office

QUALIFICATIONS: Charged with origin and cause investigations and other
duties as required by statute and the office.

WILL THE EQUIPMENT/MATERIAL BE SHARED OR MADE AVAILABLE TO OTHER AGENCIES?
(No) This equipment is for use by the Fire Marshal's Office

ESTIMATED COST: \$1,000.00

IF YOU HAVE PARTIAL FUNDING, WHAT ADDITIONAL AMOUNT IS NEEDED: \$500.00

SIGNATURE OF APPLICANT: *Carmen A. Rao*
Carmen A. Rao

TITLE: Deputy Fire Marshal

SIGNATURE OF DEPARTMENT HEAD, IF NOT ABOVE: *Barry W. Rickert*

Barry W. Rickert, Fire Marshal

Chief FIRE CHIEF

RETURN APPLICATION TO: CONNECTICUT FAIR PLAN
ANTI-ARSON COMMITTEE
P. O. BOX 280200
EAST HARTFORD, CT 06128-0200

=====

COMMITTEE ACTION: () DISAPPROVED () APPROVED _____

Quote Sheet

Ritz Camera Centers Inc.

Store #787

Plumtrees Plaza – 61 Newtown Rd.

Danbury, CT 06810-6253

Phone: 203-744-3050 1-800-404-7741 (CT Only) Fax: 203-744-3227

Quote Given By: HENRY

Quote Date: 5-22-01

Given To: CARMEN RAO

Terms: _____

C.O.B. _____

Sales Tax: _____

Ship To: DANBURY FIRE DEPT

Order Taken By: _____

Bill To: _____

Date: _____

P.O. # _____

Release # _____

BY: _____

Phone # _____

Fax # _____

Special Instructions: _____

Quantity	Description	Unit Price
	54-116-3788 CANON REBEL 2000 KIT w/ STRAP / BODY 28-80 LENS BATTERIES	379 ⁹⁵
	53-514-0107 STROBOFRAME BRACKET	56 ⁹⁶
	54-116-3317 CANON OFF CAMERA SHOE COND	45 ⁵⁶
	25-166-4785 QUANTUMWAY 18-35 EOS/AIK	399 ⁹⁵
	77-167-7069 PELICAN 1500 CASE	104⁴⁶
	53-166-0793 QTB-9560 A FLASH	80 ⁷¹
	53-166-0744 QDA-CAF MODULE ^{EOS} / _{AIK}	33 ²⁵



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Connecticut Fair Plan Anti Arson Committee has advised the City of Danbury of its eligibility to apply for a direct award of \$500.00 under its program with a local cash match of \$500.00 required; and

WHEREAS, the funding under this new program will be used by the Danbury Fire Department to purchase a video camera to enhance effective fire investigations within the City of Danbury; and

WHEREAS, the grant period will run for 12 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 further authorized to sign any contracts/documents in connection therewith and to do all things necessary to effectuate the purposes 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

MEMORANDUM

TO: Hon. Gene F. Eriquez, via the Common Council
From: Dominic A. Setaro, Jr., Director of Finance
Subject: Runway 8 Tree Clearing
Date: July 2, 2001
Cc: Paul Estefan **Revised Certification #2**

Attached you will find a request from Airport Administrator, Paul Estefan and a resolution that would allow the city to make application and accept a grant for \$292,500 from the FAA and State of Connecticut for tree clearing to runway 8 approach.

The city's share of this grant would be \$7,500.00 and I hereby certify the availability of funds in the contingency fund to be transferred to a new capital line item entitled Airport Tree Clearing.

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

Balance of Contingency	\$478,806
Less this request	<u>\$ -7,500</u>
Balance	\$471,306

Dominic A. Setaro, Jr.

Das/hcl

Attach.



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

June 21, 2001

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

Dear Mayor & Council Members;

I am requesting that the enclosed grant and resolution for tree clearing to runway 8 approach be approved. The Federal Aviation Administration share for this grant is \$270,000.00, the State of Connecticut's share is \$22,500.00 and the City of Danbury share is \$7,500.00.

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

Sincerely,

Paul D. Estefan
Airport Administrator

Cc: Dominic Setaro Finance Director
File



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, The Federal Aviation Administration of the United States Department of Transportation and the Bureau of Aeronautics of the Connecticut Department of Transportation make funds available through the Airport Improvement Act of 1987; and

WHEREAS, the City of Danbury intends to use these funds for tree clearing to the Runway 8 Approach at the Danbury Municipal Airport which will improve the safety and efficiency of airport operations; and

WHEREAS, the City of Danbury will make application for a federal grant in an amount not to exceed \$270,000.00 and state grant in an amount not to exceed \$22,500.00 with a local match of an amount not to exceed \$7,500.00.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor of the City of Danbury, Gene F. Eriquez, is hereby authorized to make application for said grant, and that any and all additional acts necessary to effectuate said program be and hereby are authorized.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, The Federal Aviation Administration of the United States Department of Transportation and the Bureau of Aeronautics of the Connecticut Department of Transportation make funds available through the Airport Improvement Act of 1987; and

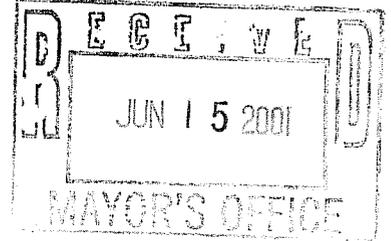
WHEREAS, the City of Danbury intends to use these funds for tree clearing to the Runway 8 Approach at the Danbury Municipal Airport which will improve the safety and efficiency of airport operations; and

WHEREAS, the City of Danbury will make application for a federal grant in an amount not to exceed \$270,000.00 and state grant in an amount not to exceed \$22,500.00 with a local match of an amount not to exceed \$7,500.00.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor of the City of Danbury, Gene F. Eriquez, is hereby authorized to make application for said grant, and that any and all additional acts necessary to effectuate said program be and hereby are authorized.

DANBURY PUBLIC SCHOOLS

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



Timothy P. Connors
Superintendent of Schools

June 13, 2001

MAYOR GENE ERIQUEZ

RE: NEW ELEMENTARY SCHOOL

Dear Mayor Enriquez:

The City Clerk's Office supplied me with a certified copy of the Common Council's resolution approving the construction of a new elementary school to replace Roberts Avenue.

When submitting the EDO49 Application it is also required that we establish a building committee. I will be submitting to the State all the information I currently have with the EDO49 Application and asked that you select a building committee as soon as possible so that I can communicate those names to the State Department of Education. I believe, as we did with the Magnet School, we will need a resolution from the Common Council with the names of the individuals who will serve on this committee.

Thank you for your attention to this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy P. Connors". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Timothy P. Connors

TPC/fm



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

June 27, 2001

PLEASE REPLY TO:

DANBURY, CT 06810

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

Dear Mayor and Council Members:

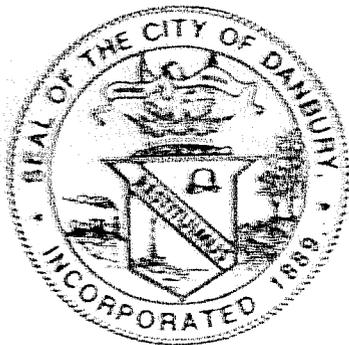
Over the past several weeks, the City of Danbury and Bottling Group, LLC d/b/a The Pepsi Bottling Group ("Pepsi") have discussed the terms of a proposed contract concerning the sale of Pepsi products at the Danbury Ice Arena. Pursuant to the agreement, Pepsi has offered to provide scoreboards to the City for use at the arena. In return, the City of Danbury would offer Pepsi the right to operate nine (9) vending machines for a period of five (5) years at the arena and adjacent Patriot Parking garage. In addition, the city would receive a commission on all vending machine sales.

Copies of the proposed agreement are on file in the office of the Corporation Counsel should you wish to review it in greater detail. If you have any questions regarding this matter, please feel free to contact me.

Very truly yours,

Eric L. Gottschalk,
Corporation Counsel

:ras



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, The Bottling Group, LLC d/b/a The Pepsi Bottling Group wishes to enter into an exclusive Sponsorship Agreement with the City of Danbury concerning the promotion and sale of Pepsi products at the Danbury Ice Arena and the Patriot Parking Garage; and

WHEREAS, pursuant to the terms of said Agreement the City would grant the Pepsi Bottling Group exclusive rights to sell, dispense and serve beverages at these facilities for an initial period of five (5) years; together with the right to extend said term under a right of first refusal; and

WHEREAS, pursuant to said Agreement Pepsi would agree to provide two (2) scoreboards having a value of \$17,710.00 and 28% of all net revenues actually collected by Pepsi from the vending machines located at the ice rink and garage.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT, Mayor Gene F. Eriquez is hereby authorized to enter into said Agreement, a copy of which is on file in the Office of the City Clerk, together with any amendments thereto deemed necessary to effectuate the purposes hereof.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, The Bottling Group, LLC d/b/a The Pepsi Bottling Group wishes to enter into an exclusive Sponsorship Agreement with the City of Danbury concerning the promotion and sale of Pepsi products at the Danbury Ice Arena and the Patriot Parking Garage; and

WHEREAS, pursuant to the terms of said Agreement the City would grant the Pepsi Bottling Group exclusive rights to sell, dispense and serve beverages at these facilities for an initial period of five (5) years; together with the right to extend said term under a right of first refusal; and

WHEREAS, pursuant to said Agreement Pepsi would agree to provide two (2) scoreboards having a value of \$17,710.00 and 28% of all net revenues actually collected by Pepsi from the vending machines located at the ice rink and garage.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT, Mayor Gene F. Eriquez is hereby authorized to enter into said Agreement, a copy of which is on file in the Office of the City Clerk, together with any amendments thereto deemed necessary to effectuate the purposes hereof.

SPONSORSHIP AGREEMENT
The City of Danbury (Skating Rink)

THIS AGREEMENT (hereinafter referred to as the "Agreement") made as of this ____ day of July, 2001 (the "Effective Date") by and between The City of Danbury with an office at 155 Deer Hill Avenue, Danbury, CT 06810 (hereinafter referred to as the "City") and Bottling Group, LLC d/b/a The Pepsi Bottling Group, a Delaware limited liability corporation with its principal place of business at One Pepsi Way, Somers, New York 10589 (hereinafter referred to as "Pepsi").

WHEREAS, the City owns the Skating Rink (as defined below) and has the exclusive right to arrange for the provision of beverages in the Skating Rink; and

WHEREAS, the City wishes to have the promotional sponsorship of Pepsi at the Skating Rink and in the areas referenced in this Agreement and further wishes to have the Products promoted and sold at Skating Rink; and

WHEREAS, Pepsi wishes to identify itself with the Skating Rink and to have its products promoted and sold in the Skating Rink and further wishes to receive the other promotional benefits provided for by the City in this Agreement.

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein contained, and the other mutual promises set forth herein, the parties agree as follows:

AGREEMENT

I. DEFINITIONS.

A. "Affiliates" means, with respect to any Person, any other natural person or "Entity" (as defined below) that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Person. The term "control" (including, with correlative, meaning, the terms "controlling", "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause direction of the management and policies of a "Person" (as defined below), whether through the ownership of voting securities, by Contract or otherwise; provided, however, that in no event shall the City be deemed an Affiliate of Pepsi. For purposes of the definition of Affiliate, the term "Contract" shall mean any agreement, commitment, instrument, understanding, or other contract, obligation or arrangement of any kind.

B. "Agreement Year" means each and every consecutive twelve (12) month period during the Term beginning with the Effective Date.

C. "Approved Cups and Lids" means the disposable cups and lids approved by Pepsi from time to time as its standard trademark cups and other containers approved by Pepsi from time to time and bearing the trademark(s) of Pepsi and/or other Products.

D. "Beverage" or "Beverages" means all carbonated and non-carbonated, non-alcoholic drinks, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled

tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks, energy and fluid replacements); and (vi) bottled or canned water whether carbonated or still (spring, mineral or purified).

E. "Skating Rink" means the skating rink owned by the City and located at 1 Independence Way, Danbury, CT 06810, including the parking garage owned and operated by the City across from the skating rink.

F. "Competitive Products" means any and all Beverages other than the Products.

G. "Entity" or collectively "Entities" shall mean unincorporated instrumentalities controlled by the City, corporations, limited liability companies, partnerships, joint ventures or other forms of legal entity.

H. "Food Service Provider" shall mean any food service which may provide food and beverage services in the Skating Rink at any point during the Term.

I. "Period" shall mean each twenty-eight (28) day time period defined by Pepsi for accounting purposes.

J. "Person" shall mean any natural person or Entity.

K. "Products" means any and all Beverage products now or in the future bottled, sold or distributed by Pepsi.

L. "Term" means the five (5) year period beginning on the Effective Date and terminating on the fifth (5th) anniversary of the Effective Date, unless sooner terminated as provided herein.

II. GRANT OF BEVERAGE AVAILABILITY, SCOREBOARD REIMBURSEMENT AND MARKETING.

During the Term, the City hereby grants to Pepsi the following exclusive Beverage availability and exclusive Beverage merchandising right as set forth and described below:

A. Beverage Availability in the Skating Rink.

(1) Grant of Rights.

Subject to the terms of this Agreement, the City grants to Pepsi the right to make Products available for sale at the Skating Rink. The Products shall be the only Beverages sold, dispensed or served at the Skating Rink, and the Products shall be sold at all concession or vending locations located within the Skating Rink.

(2) Purchasing of Post-Mix and Pre-Mix Products.

The Post-Mix Products and Pre-Mix Products, which are produced and/or sold by Pepsi (the "Post-Mix Products" and "Pre-Mix Products") shall be purchased by the City or the Food Service Provider from Pepsi at the prices established by Pepsi from time to time.

(3) Purchasing of Packaged Products.

The Products produced and/or sold in bottles and/or cans by Pepsi (collectively, the "Packaged Products") shall be purchased by the City or the Food Service Provider from Pepsi at the prices established by Pepsi from time to time.

(4) Food Service.

During the Term, Pepsi shall work directly with the City through its Director of Food Services or the City's alternate designee (the "City's Representative") and the Food Service Provider for the Skating Rink, to provide all of its requirements for the Products. The City shall cause its Food Service Provider to purchase the Products from Pepsi at prices as determined by Pepsi. The City shall cause its Food Service Provider to purchase Products from Pepsi in sufficient quantities to ensure the regular and continuous distribution of the Products at the Skating Rink. The City shall purchase and use Approved Cups and Lids. The City shall also cause its Food Service Provider to purchase and use Approved Cups and Lids from Pepsi for dispensing of Post-Mix Products at the Skating Rink. Pepsi shall work directly with the City and its Food Service Provider to promote sales of the Products through appropriate point-of-sale and other advertising materials bearing the trademarks of the Products at Pepsi's expense.

(5) Vending Machines.

Pepsi shall have the right to place approximately nine (9), twenty ounce (20 oz.) bottle full service vending machines ("Vending Machines") in the Skating Rink for dispensing the Products, provided, however that Pepsi shall work with the City to identify optimal locations for such equipment, and the placement of Vending Machines will be periodically reviewed by Pepsi to determine if relocation is necessary. The initial vend price shall be _____ (\$_____), subject to increases during the Term. Pepsi or its Affiliates shall retain title to and interest in the Vending Machines and all other Equipment installed by Pepsi.

III. EXCLUSIVITY.

During the Term, the City shall not themselves nor shall they permit a third party to, sell, serve, promote, market, advertise, sponsor or endorse Competitive Products at the Skating Rink.

IV. CONSIDERATION.

In consideration for the advertising, merchandising, promotional rights, and the other related rights and benefits provided to Pepsi by the City as described herein, Pepsi agrees to provide the following:

A. Scoreboards.

The City acknowledges that Pepsi has purchased two (2) scoreboards ("Scoreboards") to be installed at the Skating Rink. The City acknowledges and agrees that it shall be responsible for all costs associated with the installation of the Scoreboards at the Skating Rink. The City further acknowledges that the cost of purchasing the Scoreboards was \$17,710.00 ("Scoreboard Purchase Amount").

B. Commission on Vending Machine Sales.

- (1) Pepsi agrees to pay the City a royalty at the rate of twenty-eight percent (28%) on all net revenues (vend price less applicable taxes and deposits) actually collected by Pepsi in cash from the Vending Machines during the Term ("Commission"). The Commission shall be remitted to the City within thirty (30) days after the end of each Period. Pepsi shall make all pertinent revenue and sales records respecting the Vending Machines available to the City for its review and inspection.
- (2) Pepsi shall be responsible for payment of all sales tax due from sales from all Vending Machines. Pepsi shall be responsible for collecting, for its own account, all cash monies from the Vending Machines and for all related accounting for all cash monies collected therefrom. The City agrees to provide reasonable security for all Vending Machines and assistance in apprehending and prosecuting vandals. Pepsi shall not be obligated to pay Commissions, as defined in the paragraph above, on documented revenue losses resulting from vandalism or theft of product with respect to any Vending Machines on the Skating Rink.

- B. The City acknowledges and agrees that neither Pepsi nor its Affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the City in connection with the Scoreboard Purchase Amount, Commissions or any other fees payable by Pepsi under this Agreement. In addition, Pepsi shall be responsible only for the payment of taxes on the sales of Products through the Vending Machines. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to the Vending Machines.

V. EQUIPMENT AND SERVICE.

A. Beverage Dispensing and Other Equipment.

Notwithstanding anything contained herein to the contrary, Pepsi shall, at its sole cost and expense, provide and install all estimated fountain and related beverage dispensing equipment ("Equipment") at the Skating Rink.

B. Service to Equipment and Vending Machines.

Pepsi or its designated agents shall be responsible for maintaining, repairing and replacing the Equipment and Vending Machines. Pepsi shall provide the City with a telephone number to request emergency repairs and receive technical assistance related to the Equipment. Pepsi shall respond to each request by the City and use reasonable efforts to remedy the related Equipment problem as soon as possible.

VI. REMEDIES FOR LOSS OF RIGHTS - TERMINATION.

A. City's Termination Rights. Without prejudice to any other remedy available to City at law or in equity in respect of any event described below, this Agreement may be terminated by the City at any time effective thirty (30) days following written notice to Pepsi from City if:

- (a) Pepsi fails to make any payment due hereunder, and such default shall continue for thirty (30) days after written notice of such default is received by Pepsi; or
- (b) Pepsi breaches or fails to perform any other material term, covenant or condition of this Agreement or any representation or warranty shall prove to have been false or misleading in any material respect and Pepsi fails to cure such breach within forty-five (45) days after written notice of default is delivered to Pepsi. If such cure cannot reasonably be accomplished within such forty-five (45) day period, this provision shall not apply where Pepsi shall have, in good faith, commenced such cure and thereafter shall diligently proceed to completion; provided, however, that such cure is completed to the reasonable satisfaction of City within ninety (90) days from the date of Pepsi's receipt of such written notice of default.

B. Pepsi's Termination Rights. Without prejudice to any other remedy available to Pepsi at law or in equity in respect of any event described below, this Agreement may be terminated in whole or in part by Pepsi at any time, effective thirty (30) days following written notice to the City if (i) any of the rights granted to Pepsi herein are materially restricted or limited during the Term; or (ii) a final judicial opinion or governmental regulation prohibits the availability of Beverages, whether or not due to a cause beyond the reasonable control of the City, then Pepsi may give the City written notice of such event and the City shall have a thirty (30) day period within which to cure

such breach. If City fails to cure such breach within a thirty (30) day period, Pepsi may terminate this Agreement and to recover from the City a reimbursement in accordance with the terms set forth herein.

C. Additional Termination Rights Available to Pepsi and City. Without prejudice to any other right or remedy available to either party at law or in equity of any event described below, this Agreement may be terminated by either party if the other party, or any parent of such other party, shall:

(a) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter) it is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this Agreement;

(b) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within 60 days thereafter); or

(c) admit in writing its inability to pay its debts as such debts become due.

D. Scoreboard Purchase Amount in the Event of Termination. If this Agreement is terminated through no fault of Pepsi, then Pepsi shall be entitled to from City, without prejudice to any other right or remedy available to Pepsi, and City shall pay to Pepsi a reimbursement of any unearned Scoreboard Purchase Amount paid by Pepsi to the City. The amount of such reimbursement shall be determined by multiplying the Scoreboard Purchase Amount by a fraction, the numerator of which is the number of months remaining in the Term at the time of such termination and the denominator of which is sixty (60).

VII. RIGHT OF FIRST REFUSAL.

It is hereby agreed that the City shall not enter into another agreement for the rights granted hereunder commencing within 365 days after the end of the expiration of the Term unless it shall have complied with the following procedures:

- (1) It is hereby agreed that the City and Pepsi shall enter into negotiations to extend the terms of this Agreement no later than one hundred twenty (120) days prior to the end of the Term. In the event the parties cannot agree to the terms under which this Agreement will be continued thirty (30) days prior to the end of the Term, the City shall be free to enter into negotiations with third parties.

- (2) In the event that the City receives a bona fide offer for any of the rights granted under this Agreement, the City shall notify Pepsi of such offer including the consideration payable to the City and the length of term. Pepsi may, within sixty (60) days of such notice, notify the City that it is willing to enter into an extension of this Agreement for the term set forth in such notice and providing for the fees and other consideration payable to the City described in such notice.
- (3) If Pepsi fails to send the notice set forth in subparagraph (2) within the time period provided therein, the City shall be free to enter into an agreement with any party thereafter, free and clear of any rights of Pepsi, provided, however, that such arrangement may not provide for a term, fees and other consideration payable to the City which are less than those stipulated in the City's notice given pursuant to subparagraph (2). Nothing herein shall preclude the City from entering into any arrangement whatsoever (i) following a termination of this Agreement by reason of Pepsi's default; or (ii) for a period commencing more than 365 days after the expiration of the entire Term set forth herein.

VIII. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(A) Each party hereto represents and warrants to the other that:

(i) it has full power and authority to enter into this Agreement and to grant and convey the rights set forth herein; and

(ii) all necessary approvals for its execution, delivery and performance of this Agreement have been obtained and this Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation enforceable in accordance with its terms, and nothing contained in this Agreement violates, interferes with or infringes upon the rights of any third party; and

(iii) the signatory of this Agreement is duly authorized and empowered to bind the party to the terms and conditions of this Agreement for the duration of the Term; and

(iv) it has complied with all applicable laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

(B) Each of the parties hereto agree that (i) the representations, warranties and covenants contained herein shall survive the expiration or termination of this Agreement, and (ii) except as expressly set forth herein, neither party has made, and neither party is relying on, any representation or warranty, express or implied, with respect to the subject matter hereof.

IX. INSURANCE.

(A). Each party hereto maintains and agrees to maintain, at all times during the Term and for a period of three (3) years thereafter, a comprehensive program of risk retention and insurance with such insurance carriers and in such amounts of insurance coverage reasonably acceptable to the other party. Each party agrees to name the other, and each of its Affiliates, and their respective officers, directors, employees, agents, representatives and successors and assigns on a certificate of insurance, as additional insureds with respect to the certificate holder's negligence.

(B). Either party shall have the right, during the Term from time to time, to request copies of such certificates of insurance and/or other evidence of the adequacy of the above insurance coverages.

X. INDEMNIFICATION.

(A) Pepsi will indemnify and hold the City harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of Pepsi's products; and/or (iii) the negligence or willful misconduct of Pepsi.

(B) The City will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the City.

(C) The provisions of this Section shall survive the termination of this Agreement.

XI. PRICING DISCREPANCY.

A. Throughout the Term of this Agreement, the City agrees that payment for the Products delivered to the Skating Rink will be received by the Pepsi within thirty (30) days from the date of the invoice, or in accordance with such other payment terms as Pepsi may establish from time to time. If the City does not comply with the Pepsi's payment terms or if the City makes unauthorized deductions from amounts due, Pepsi reserves the right to withhold payments otherwise due hereunder as an offset against amounts not paid by the City.

B. Any price discrepancy claim must be submitted to Pepsi within 365 days of the date of the invoice in question. If the City makes a price discrepancy claim within 90 days of the invoice date, the City must submit a written request specifying the particular Product and amount in dispute and reason for the dispute. This request should be addressed to: Accounts Receivable, Pepsi-Cola Customer Service Center, 1100 Reynolds Boulevard, Winston-Salem, North Carolina 27102. If the City makes a price discrepancy claim from 91 to

365 days after the date of invoice, in addition to the written request as specified above, the City must submit to Pepsi a copy of the invoice in question, copies of any check remittances pursuant to the invoice in question and a copy of the deal sheet in question. If the City withholds payment due to a claimed discrepancy and Pepsi disputes this claim, Pepsi reserves the right to withhold payments otherwise due hereunder.

XII. NOTICES.

Unless otherwise specified herein, all notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, or three (3) days following the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or when deposited with a public telegraph company for immediate transmittal, charges prepaid, or by telecopier, with a confirmation copy sent by recognized overnight courier, next day delivery, addressed as follows:

If to Pepsi:

Bottling Group, LLC
55 International Drive
Windsor, CT 06095
Attn.: Market Unit Manager

With a copy to (which shall not constitute notice):

The Pepsi Bottling Group
One Pepsi Way
Somers, NY 10589
Attn: Legal Department

If to the City:

City of Danbury
City Hall
155 Deer Hill Avenue
Danbury, CT 06810
Attn.: Risk Manager

XIII. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to conflicts of laws principles. Any legal proceeding of any nature whatsoever brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement,

shall be submitted for trial, without jury, before the Courts of the State of Connecticut, or the United States District Court having jurisdiction in Fairfield, Connecticut.

XIV. FORCE MAJEURE.

If the performance by either party hereto of its respective nonmonetary obligations under this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind. Nothing contained herein shall be construed as requiring either party hereto to accede to any demands of, or to settle any disputes with, labor or labor unions, suppliers or other parties that such party considers unreasonable.

XV. PRIOR NEGOTIATIONS; ENTIRE AGREEMENT.

This Agreement and the exhibits attached hereto, set forth the entire understanding between the parties in connection with respect to the subject matter hereof, and no statement or inducement with respect to the subject matter by either party hereto or by any agent or representative of either party hereto which is not contained in this Agreement shall be valid or binding among the parties. This provision shall not be read to invalidate or amend any other written agreements between Pepsi and/or any of its Affiliates and any Affiliate of the City.

XVI. RELATIONSHIP OF THE PARTIES.

The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture partnership between the parties.

XVII. FURTHER ASSURANCES.

Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly entered into as of the date above written.

City of Danbury

**Bottling Group, LLC d/b/a The Pepsi
Bottling Group**

By: _____

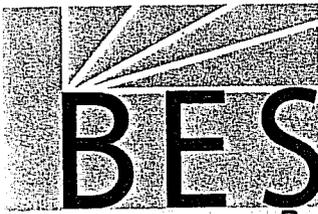
By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Board of

EDUCATION AND SERVICES FOR THE BLIND

June 29, 2001

City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Eriquez,

The State of Connecticut Board of Education and Services for the Blind (BESB) in accordance with state statute 10-303 operates vending machines throughout Connecticut. This vending machine program enables blind and visually impaired citizens throughout the state the opportunity to become self-employed by operating food, gift and newspaper/candy stands such as those currently located in various large federal, state and municipal buildings statewide.

Revenues generated from the vending machines provide career opportunities, training, health insurance, retirement plans, new site development, the purchase and maintenance of equipment in addition to other costs associated with administering this program. REVENUES DO NOT GO TO THE STATE GENERAL FUND.

BESB has surveyed two locations in your city and is requesting a permit to place vending machines **at the Danbury Skating Rink and the adjacent parking garage.**

On behalf of the blind and visually impaired adults (12,000) and children (2,000) serviced daily by our agency, we thank you for your cooperation. By making this a successful program it enables greater economic opportunities for the blind and visually impaired citizens throughout Connecticut. Please forward any questions to my attention at (860) 602-4241

Sincerely,

Keith Maynard
Program Manager

Cc: Mr. Dominic Setaro, Director of Finance
Ms. Elizabeth Crudginton, City Clerk

Common Council :	Christopher Setaro	Marcia Fox
	Matther Gallagher	Michael Falzone
	Paula Repko Basso	Martin Moore
	Mary Gianfranceschi Saracino	
1 st Ward:	Warren Levy	Harry Scalzo
2 nd Ward	Helena Abrantes	Paul McAllister, Jr.
3 rd Ward	Thomas Arconti	Mary Smith
4 th Ward	Ernest Boyton	John Esposito
5 th Ward	Emile Buzaid, Jr.	Dennis Esposito
6 th Ward	Valdemiro Machado	Mr. Connie Shuler
7 th Ward	Louis Charles, Jr.	

9

**CITY OF DANBURY
PARKS, RECREATION & FORESTRY
DEPARTMENT**

**HATTERS COMMUNITY PARK
7 EAST HAYESTOWN ROAD
DANBURY, CONNECTICUT 06811**

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

M E M O R A N D U M

TO: Mayor Gene Eriquez & Members of the Common Council

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

DATE: April 24, 2001

RE: Request to accept donation – Garden Club

Attached please find a copy of a check for \$300.00 from Frances Kelly of the Danbury Garden Club for the planting of trees at Pembroke School and Great Plain School during Arbor Week 2001.

The check has been forwarded to the Director of Finance. Thank you for your consideration in this matter.

FRANK J. KELLY
FRANCES E. KELLY
5 ROUND HILL LN.

P.O. BOX 144

BRIDGEWATER, CT 06752-0144

6124

51-7251/2211
458

DATE 4-23-01

PAY TO THE
ORDER OF

City of Danbury

\$300⁰⁰/₁₀₀

Three hundred and 00/100

DOLLARS



Security features
are included.
Details on back.

SUMMIT
BANK

20 Main Street South
Bridgewater, CT 06752

458

Two

FOR

tree planting @ School Frances E. Kelly

⑆ 221172513⑆ 0001⑈ 28367 7⑈ 6124

© Clarke American



10

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

DEPARTMENT OF POLICE
120 MAIN STREET

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

June 25, 2001

Memorandum

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

From: Chief Robert L. Paquette

Subject: Acceptance of Donation

Permission is requested to accept the donation of surplus, damaged and overrun paint stock and supplies to the Graffiti Task Force from the Home Depot Corporation. With the understanding that it will be used for the abatement of Graffiti throughout Danbury. These supplies are of no value to Home Depot and without this donation would have to be destroyed.

Chief Robert L. Paquette
Chief of Police

RLP:pfg



DANBURY POLICE DEPARTMENT
COMMUNITY SERVICES DIVISION

TO: CHIEF ROBERT L. PAQUETTE
FROM: LIEUTENANT PETER F. GANTERT
SUBJECT: GRAFFITI ABATEMENT PROGRAM
DATE: FRIDAY, JUNE 22, 2001
CC: FILE

Chief Robert L. Paquette,

In an attempt to build a Graffiti Task Force, Officer Utter has been in contact with the management of Home Depot of Danbury. Because of this interaction, a corporate partnership has developed and Home Depot wishes to assist the city in any way they can. The management of Home Depot has offered to donate surplus, damaged and overrun paint stock and supplies to the Graffiti Task Force. With the understanding that it will be used for the abatement of Graffiti throughout Danbury.

I am requesting this donation be brought before the Common Council at its next regularly scheduled meeting and accepted. Without corporate donations, community services sentencing and dedicated officer I fear that we will not be able to abate this problem in an effective manner. If you have any questions please contact me at your leisure.

Respectfully Submitted,

Lt. Peter F. Gantert

Commanding Officer – Community Services Division



11

CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES
COMMISSION ON AGING

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

Municipal Agent
80 Main Street
(203) 797-4687

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

June 25, 2001

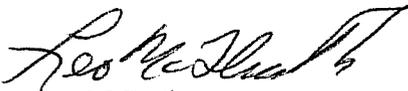
Mayor Eriquez and Members of the Common Council:

The following donations have been sent to the Department of Elderly Services to be used for purposes of the Danbury Senior Center:

King Street School	25.00
Brookfield Senior Citizens	25.00
Homesteads of Newtown	25.00
Augustana Homes	<u>25.00</u>
Total:	100.00

Kindly accept these donations and transfer them to the line items as requested on the accompanying form.

Respectfully,


Leo McIlrath



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES

COMMISSION ON AGING

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

Municipal Agent
80 Main Street
(203) 797-4687

Date: 06/25/01

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 \$902.00 from the Elderly Services donations account to the Commission on Aging budget for the following accounts:

Professional Service Fees –	5002.5311	–	500.00
Postage -		-	5002.5318 - 402.00

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

Leo McIlrath

LM/jg

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



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Gene F. Eriquez via the Common Council
FROM: Dominic A. Setaro, Jr., Director of Finance
SUBJECT: Commission on Aging
DATE: June 27, 2001

CERTIFICATION

I hereby certify the availability of \$902.00 to be transferred from the Elderly Services Donations Revenue Account to the Commission on Aging budget to the following account:

Professional Services/Fees	5002.5311	\$500.00
Postage	5002.5318	\$402.00

Dominic A. Setaro, Jr.

DAS:ncl



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Gene F. Eriquez, via the Common Council
FROM: Dominic A. Setaro, Jr., Director of Finance
RE: EPA CONSENT DECREE
DATE: June 28, 2001

CERTIFICATION #3

As per the attached request from Corporation Counsel Eric L. Gottschalk, I hereby certify the availability of \$561.00 to be transferred from the Contingency Fund to the Corporation Counsel line item, "Settlement of Claims", Account #1150.5804.

Balance of Contingency	\$478,806
Less pending request	7,500
Less this request	<u>561</u>
Balance	\$470,745

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

Dominic A. Setaro, Jr.

DAS/jgb



13

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

June 25, 2001

DANBURY, CT 06810

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

Re: EPA Consent Decree

Dear Mayor and Council Members:

During 1985 and 1986 the City of Danbury contracted with National Oil Service, Inc. to transport waste oil products to a disposal facility in West Haven, Connecticut. That facility, owned by National Oil Services, Inc., was subsequently found by the U. S. Environmental Protection Agency to be a source of environmental contamination. Since that time the EPA has incurred \$1.5 million in site remediation costs. Under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" or "Superfund") the City of Danbury has been named as a potentially responsible party ("PRP") that has liability for these cleanup costs.

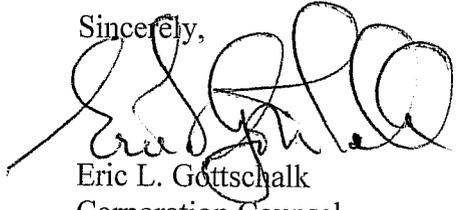
Although the EPA has the right to bring lawsuits to require PRPs to pay for the costs of site remediation and although each PRP can theoretically be held liable for the full cost of cleanup, the EPA routinely seeks to reach settlements with as many PRPs as possible so that the cost is spread as broadly as possible. In this case, the EPA has offered settlements to approximately 750 potentially responsible parties. Based upon the volume of waste oil generated by the City of Danbury and transported to the National Oil Service site the EPA is willing to settle its claim for past disposal costs for the sum of \$561.00.

Honorable Gene F. Eriquez, Mayor
Honorable Members of the Common Council
June 25, 2001

-2-

In order to accept this offer, the City of Danbury must execute and return a Consent Decree by July 9, 2001 and make the above referenced payment by August 1, 2001. I have reviewed the material provided to us with the Director of Finance and I believe the settlement to be in the best interests of the City of Danbury. Please consider this matter and authorize the Mayor to execute the Consent Decree in the usual fashion.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric L. Gottschalk". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

Eric L. Gottschalk
Corporation Counsel

Enclosure

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



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
EPA NEW ENGLAND
1 CONGRESS STREET, SUITE 1100
BOSTON, MA 02114-2023

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

June 13, 2001

City of Danbury
Gene F. Enriquez , Mayor
City Hall 155 Deer Hill Avenue
Danbury, CT-06810
Party Identification Number: GRP14

For Settlement Purposes

Re: **Urgent Legal Matter–Response Required by July 9, 2001**; General Notice Letter and Settlement Offer: National Oil Services, Inc. Site, West Haven, Connecticut

Dear Sir or Madam:

In April 2001, the U.S. Environmental Protection Agency (“EPA”) notified City of Danbury (hereinafter referred to as “you”) of EPA’s intent to seek recovery of its cleanup costs at the National Oil Services, Inc. Site, a former waste oil storage, treatment, transfer, recycling and disposal facility at 16-20 Elm Street in West Haven, Connecticut (“Site”). EPA is now notifying you of potential liability which you have with respect to the Site and requests that you, as a potentially responsible party or “PRP,” resolve your liability for EPA’s cleanup costs by paying a share of those costs. **You are strongly urged to review this entire letter carefully. The deadline for accepting the settlement offer discussed below and sending in your signature page is July 9, 2001.**¹

As discussed in detail in our prior correspondence, EPA performed a cleanup action at the Site in 1998 consisting of the removal and off-site disposal of contaminated waste oil, wastewater, sludge, laboratory chemicals and debris. To date, EPA has spent approximately \$1.5 million at the Site. Under Section 107(a) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 *et seq.* (“CERCLA” or “Superfund”), EPA hereby makes a demand for payment of such costs, plus interest, authorized to be recovered under Section 107(a) of CERCLA or any other provisions of law.

¹ The federal agencies should follow their appropriate and normal approval procedures after consultation with the U.S. Department of Justice.

Although EPA may bring lawsuits to require PRPs to pay for cleanup work, the government generally prefers to settle its claims without resorting to expensive, often lengthy, legal action. Here, EPA is asking each party responsible for generating waste oil that was taken to the Site to pay its fair share of the cleanup costs. **A settlement offer, in the form of a Consent Decree, is enclosed with this letter and, for City of Danbury, involves making a settlement payment of \$561.00.** Numerous parties, including Federal, state and local government agencies and many private entities, generated waste oil that was taken to the Site and will be expected to pay their share as part of this settlement. EPA is also pursuing the Site owner(s) and operator(s) to pay cleanup costs.

Background

EPA spent approximately \$1.5 million to perform a removal action at the Site ("Past Costs"). That removal action consisted of the characterization and off-site disposal of 104,000 gallons of contaminated waste oil; 140,000 gallons of contaminated wastewater; 485 tons of contaminated sludge; 45 drums of contaminated oil and process chemicals; at least 200 small-volume laboratory chemicals; and 30 cubic yards of contaminated debris.

Under the Superfund law, parties whose hazardous substances, including waste oil, were disposed of at a site are liable for the costs incurred by the government in addressing contamination at that site. EPA is sending you this letter because you, as a party whose hazardous substances were disposed of at the Site, or as a legal successor to a party whose hazardous substances were disposed of at the Site, are potentially liable for the costs incurred by EPA at the Site.

Under the Superfund law, a responsible party is "jointly and severally" liable to the government for its cleanup costs, unless the responsible party can establish that the harm at the site is divisible. This means that the government may be entitled to recover all of its cleanup costs from a subset of the responsible parties at the Site or even from only one such responsible party. At Superfund sites similar to this Site, at which many of the responsible parties have been dissolved, filed for bankruptcy, or cannot be found, the remaining responsible parties typically have been held liable for the entire amount of site cleanup costs.

Settlement Offer

With this letter, the United States is offering to settle its claim against you in exchange for a cash payment. The settlement terms are set forth in the enclosed document entitled "Consent Decree." Each party's cash payment amount is set forth in Appendix A or B of the Consent Decree. Please review the terms of the Consent Decree carefully. **To enable EPA to offer the most favorable settlement terms to a large number of parties, the terms of the Consent Decree are not negotiable.**

Covenant Not to Sue and Contribution Protection

Joining this settlement will resolve your responsibility for the removal action performed by EPA at the Site and all of EPA's Site related costs up to May 15, 2001. (At this time, EPA does not have plans to perform further cleanup work at the Site or incur additional cleanup costs.) It will ensure that you do not face federal enforcement actions for the costs EPA has incurred to date.² **In addition, it will protect you from potential lawsuits brought by other parties if those lawsuits are based on the cleanup costs EPA has incurred at the Site.**

Orphan Share

EPA believes that there are a number of so-called "orphan share" parties associated with the Site. The orphan share parties represent entities that generated waste taken to the Site and: (i) are insolvent or defunct, or cannot be located after a diligent search; (ii) are not associated with any viable PRPs; and (iii) cannot contribute toward the financing or performance of the cleanup. Under the Superfund law, viable PRPs may be legally required to absorb the shares attributable to non-viable PRPs. However, in an effort to mitigate this effect and encourage PRPs to settle, recent EPA settlement policies allow the government to forego seeking recovery of a limited portion of the orphan share. **In other words, since an identifiable orphan share is believed to exist at the Site, EPA has taken that into consideration and has accordingly reduced the amount it will seek to recover from the PRPs.**

De Micromis Contributors

EPA has issued this General Notice letter and settlement offer to approximately 750 PRPs. EPA has determined that an additional approximately 1,300 entities contributed less than 1,000 gallons each to the Site. These smallest contributors are known as "*de micromis*" parties and represent, in total, only approximately three (3) percent of the waste oil known to have been taken to the Site. As a matter of policy, EPA does not pursue *de micromis* parties for cleanup costs because *de micromis* contributions are so small it would be inequitable to require payment. Therefore, EPA is not issuing this General Notice letter to the *de micromis* parties and does not plan to pursue them for cleanup costs. In fact, EPA plans to actively protect the *de micromis* parties from lawsuits brought (or threatened) by other parties for contribution. A separate letter is being sent to the *de micromis* parties, explaining their role at the Site and giving them instructions should they be sued by other parties for the costs of this Site cleanup.

Settlement Payment

After a lengthy review of hazardous waste manifests, EPA has determined that City of Danbury

² Please note that this settlement does not address potential claims from the State of Connecticut under state law, nor does it cover possible claims for natural resource damages under federal or state law.

generated 6,600.00 gallons of waste taken to the Site. A "Waste Manifest Summary Report" is enclosed. Each PRP's settlement payment has been calculated by multiplying its volumetric contribution by 8.5 cents. In other words, in order to enter into this settlement, each party must pay 8.5 cents for each gallon of material taken to the Site.

Generally, the per gallon cost was calculated based on the cleanup costs EPA has incurred to date and the total volume of materials sent to the Site. In addition, the cost of EPA's cleanup work has been reduced by 25 percent to cover the expected orphan share. **As mentioned above, your share of the settlement is \$561.00.**³

Parties With Limited Ability to Pay

Some parties may wish to participate in the settlement but are unable to make the full payment by the August 1, 2001, deadline because doing so would cause an undue financial hardship. If you believe you fit within this category, please call the National Oil telephone hotline at the number set forth below **by June 25, 2001** and you will be provided with information about a possible ability to pay settlement.

Settlement Procedure

If you decide to participate in the settlement, you must do the following⁴:

1. **By July 9, 2001**, complete the Consent Decree signature page, sign it and send it to:

Martha Bosworth
Enforcement Coordinator
EPA-New England, Region I
1 Congress Street, Suite 1100 (HBT)
Boston, MA 02114-2023

The completed signature page must include the **correct legal name** of the entity that is participating in the settlement. If the correct legal name is different from the entity's name as it is listed on Appendix D, you should contact the National Oil telephone hotline, at the number set forth below, before sending in the

³ By entering into this settlement, you will be certifying that you do not have documents or information demonstrating that you sent more waste to the Site than is listed in Appendix A. If this is not true, please call the National Oil telephone hotline at the telephone number set forth below.

⁴ The federal agencies should follow their appropriate and normal approval and payment procedures after consultation with the U.S. Department of Justice.

signature page.

2. **By August 1, 2001**, send a cashier's check made payable to the "National Oil Settlement Trust" in the amount specified for you in Appendix D of the Consent Decree, to the Trustee for the National Oil Settlement Trust at:

State Street Bank and Trust Company
Global Investors Services Group
Corporate Trust
P.O. Box 778
Boston, Massachusetts 02102-0778
Attention: National Oil Settlement Trust

or if by hand, certified or registered mail or overnight courier delivery, to:

State Street Bank and Trust Company
Global Investors Services Group
Corporate Trust, 6th Floor
2 Avenue De LaFayette
Boston, Massachusetts 02111-1724
Attention: National Oil Settlement Trust

The settlement payment will be held in trust pending final government and court approval of the settlement. All payments must reference the name of the PRP making the payment and that the payment is for the National Oil Services Site. **A copy of the letter transmitting the check as well as a copy of the check should be sent to Martha Bosworth at:**

Martha Bosworth
Enforcement Coordinator
EPA-New England, Region I
1 Congress Street, Suite 1100 (HBT)
Boston, MA 02114-2023

After the settlement deadline passes, the Consent Decree will be sent to approving officials within EPA and the U.S. Department of Justice. The Consent Decree will then be lodged with the U.S. District Court for the District of Connecticut. Lodging of the Consent Decree will be published in the Federal Register and a thirty-day public comment period will be held during which time the public can submit comments about the settlement. EPA will review those comments and respond to them in writing. If none of the comments cause EPA to withdraw or modify its consent to the Consent Decree, then the United States will move the court to enter the Consent Decree. Upon entry of the Consent Decree, the settlement will become effective.

Information about the Site

If you have questions about the settlement offer included in this letter or any general questions about the Site, please call (888) 372-7341 and ask for extension 2236 (if calling from within the New England area) or (617) 918-2236. The hotline is covered Monday through Thursday, from 9:00 a.m. to 4:30 p.m., and Friday, from 10:00 a.m. to 1:00 p.m. If you receive the answering machine, please leave a detailed message including the name of the PRP and the PRP Identification number. We will try to respond to all calls as soon as possible. However, in light of the possible large volume of calls, please allow up to three business days for a team member to return your call.

If you would like to see general information about EPA's cleanup actions at the Site, you can visit one of our two document repositories: (i) EPA's Records Center in Boston, Massachusetts, at One Congress Street (please call (617) 918-1440 for an appointment); or (ii) West Haven City Hall at 355 Main Street ((203) 937-3500).

We encourage you to consider this offer and to contact us if you have any questions. **Please remember that you must submit your signature page by July 9, 2001 in order to participate in the settlement. Your settlement payment must then be made by August 1, 2001.**

Sincerely,

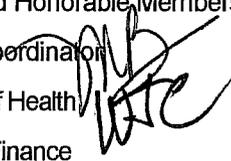


Office of Site Remediation and Restoration
U.S. EPA New England

cc: Eve Vaudo, Senior Enforcement Counsel, EPA New England
Robert Phocas, Enforcement Counsel, EPA New England
Martha Bosworth, Enforcement Coordinator, EPA New England
Ann Gardner, Paralegal, EPA New England
Henry Friedman, Senior Trial Attorney, U.S. Department of Justice

Memo

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

From: Melanie Bonjour, SBHC Coordinator 

Through: William Campbell, Director of Health

Through: Dominic Setaro, Director of Finance

Date: 06/15/01

Re: **Scholarship Funds for Melanie Bonjour to attend the 2001 National Assembly on School-Based Health Care Conference – June 23-26, 2001, Miami, Florida**

I am requesting your acceptance of \$479.00 in scholarship funds from the State Department of Public Health which allowed me to attend the 2001 National Assembly on School-Based Health Care Conference held in Miami, Florida, June 23-26, 2001.

SBHC grant dollars used cover the expenses will be reimbursed so that they can be earmarked for other operational expenses.

Participation in the national conference served to promote the strides Connecticut school-based health centers are making in addressing the myriad of health care needs of its adolescent population. Furthermore, my involvement in this event enabled me to talk with policymakers and funders supportive of our specific needs here in Danbury.

If you should have questions regarding this request, or should be in need of additional information to grant approval, please do not hesitate to contact me.

Att.

**City of Danbury
Health & Housing
Department
School-Based Health
Centers**

Memo

To: Dominic A. Setaro, Jr.
From: Melanie Bonjour, SBHC Coordinator
CC: William Campbell, Director of Health *WC*
Date: 06/05/01
Re: Out-of-State Travel Request – M. Bonjour to Attend 2001 National Assembly on School-Based Health Care Conference – June 23-26, 2001, Miami, Florida

JUN 05 2001

As you are aware, \$1,000 in SBHC #10 Grant funding has been set aside to cover travel expenses related to participation in the above referenced conference.

Any expenditure above and beyond this amount needs to be charged to another budget. I have confirmed that funding up to \$343.00 is available in our SBHC Fees 980008 budget to cover additional expenses.

I have prepared an estimated travel budget that is on the high side. I do project that meal costs will fall well below the allowed amount, and taxi charges to and from hotel are more than needed.

I called the State Department of Health, School-Based & Family Health Unit regarding this budgetary predicament, and they offered to pay for the conference registration fee at \$290.00. I would like to explore how we can accept this scholarship so that it lessens the likelihood that we use SBHC Fees funding. I would appreciate your thoughts on this matter.

If this overall budget arrangement meets with your approval, I would ask that you present this travel request to Mayor Enriquez for approval. If I do not reserve a flight very soon, the cost is going to rise dramatically; therefore, the earlier we move this process along, the better.

*Approved
Melanie Bonjour
6/6/01*



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

School and Primary Health Unit
June 14, 2001

Melanie Bonjour
School Based Health Center
Health and Housing Department
City of Danbury
Danbury, Connecticut

Dear Melanie:

I am writing to inform you that the School and Primary Health Unit of the Department of Public Health has agreed to provide some financial support for your attendance at the National Assembly of School Based Health Center meeting in Florida. In addition to the conference fee that has already been paid, we will reimburse you for \$189.00 for airfare to and from the conference.

If you have any further questions or need further information, please call me at 509-8058.

Sincerely,

A handwritten signature in cursive script that reads "Lorraine Wells".

Lorraine Wells, RNC, MA
Nurse Consultant



Phone:

Telephone Device for the Deaf (860) 509-7191

410 Capitol Avenue - MS # _____

P.O. Box 340308 Hartford, CT 06134

An Equal Opportunity Employer



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Melanie Bonjour, SBHC Coordinator
FROM: Dominic A. Setaro, Jr., Director of Finance
RE: **OUT-OF-STATE TRAVEL REQUEST**
DATE: June 6, 2001
CC: ~~William Campbell~~

Attached you will find the approval for your out-of-state travel request. My suggestion would be that you go to the Common Council at the July meeting to accept the \$290 donation. I think it is safe to assume that they will accept this donation. If they do not, then you will be required to come up with funds from other line items in other budgets.

A handwritten signature in cursive script, appearing to read "Dom/jb", written over a horizontal line.

Dominic A. Setaro, Jr.

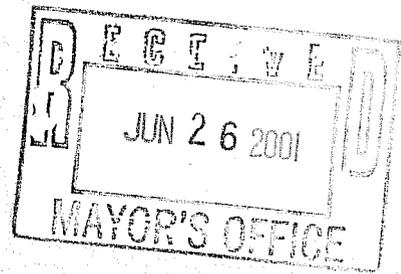
DAS/jgb

Attach.

06-07-01 A08:27 IN



87 West Street Danbury, CT 06810
203-798-2855 Fax 203-798-6337



June 25, 2001

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

Re: Extreme difficulties facing the Hispanic Center due to State funding cuts.

Dear Honorable Mayor Eriquez and members of the Common Council:

I am forwarding this letter to your attention due to an extreme hardship that the Center is facing. I am requesting the Council appropriate the sum of \$ 15,000 to allow the Hispanic Center to be able to continue to provide services to our residents.

I am enclosing a brochure with the services that we provide to the community.

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

Thank you,

Maria-Cinta Lowe
Executive Director



United Way

Thomas J. Arconti
Common Council President
47 Forty Acre Mtn. Rd.
Danbury, CT 06811

16

June 26, 2001

To: Mayor Eriquez
From: Tom Arconti
Common Council President

Dear Mayor Eriquez:

I respectfully request that you appoint an ad-hoc committee of the Council to review the ordinance regarding Elderly Tax Relief and the City's ability to update and strengthen this program. The current benefits have been in effect for over a decade and are meant to help reduce living expenses for qualifying senior citizen homeowners who have contributed much to our community over the years. I believe that Danbury should remain in the forefront in providing this assistance to its senior residents, so that they may continue their home ownership in our community for as long as they choose.

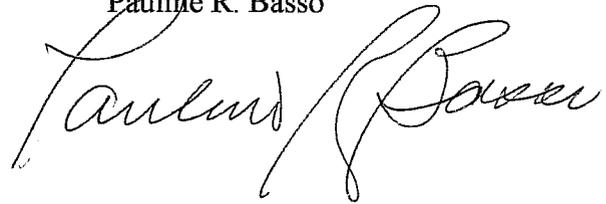
17
June 25, 2001

Danbury Common Council
Deer Hill Ave.
Danbury, Ct. 06810

President Tom Arconti and Members of the Council,

I am asking for an adhoc meeting To be formed to look in to a law that will prohibit speaking on a cell phone while driving an automobile. I have seen many people on city streets talking on phones with children in the cars. I feel this is a danger that we can avoid by passing a law that prohibits this.

Thank You
Pauline R. Basso

A handwritten signature in cursive script that reads "Pauline R. Basso". The signature is written in black ink and is positioned below the typed name.

June 25, 2001

Danbury Common Council
Deer Hill Ave .
Danbury, Ct. 06810

President Tom Arconti and Council Members

I would like an adhoc formed, to discuss electing a parliamentarian of the council. I know they had one in the past and lately, I feel the time has come to bring one back. As the council is supposed to be run by Robert's Rules of Order, it is time the council starts following those rules.

Thank You

Pauline R. Basso

A handwritten signature in cursive script that reads "Pauline R. Basso". The signature is written in black ink and is positioned below the printed name.

19

MICHAEL R. PASCUZZI

55 Mill Plain Rd. #1-3
Danbury, CT. 06811
203-748-0203...203-748-6598
MRP2153@AOL.COM

June 22, 2001

Mr. Thomas Arconti, President
Danbury Common Council
155 Deer Hill Avenue
Danbury, CT. 06811

Dear Tom,

On Thursday, June 14, at approximately 2:15 PM, there was a power outage in downtown Danbury. This outage affected the Danbury Police Department headquarters.

When the outage occurred, the generator at the police station failed after approximately ten minutes. The police station was in the dark, all communications, including 911 were also out. The police communications center for a period of time could not contact the officers in the field and vice versa. This was an extremely hazardous time for the officers in the field. After approximately thirty minutes, Water Witch Hose Co. #7, arrived and supplied power to the station until the CL&P repaired the problem.

I would like to have an Ad Hoc Committee study this situation. I feel we need to know why this happened and what we can do to remedy this situation. I feel the Danbury Police Department is an excellent department, they, and the citizens of Danbury, should not be put in this position again.

Sincerely yours,



Michael R. Pascuzzi

COMMON COUNCIL - CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER/WATER

21

Sewer X

Water X

Name of Applicant: Elizabeth Bacelar, Ricardo Nunes

Address: 8 West Street suite 201
Tribuna Newspaper

Telephone: (203) 730-0457

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

Located at: Duck Street

Assessors's Lot No. # 8

Zone: R3

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

Number of Efficiency Units _____

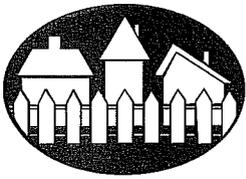
Number of 1 Bedroom Units _____

Number of 2 Bedroom Units 01

Number of 3 Bedroom Units 01

Total Number of Units 02


SIGNATURE
05/18/01
DATE



Pandolfi Properties, Inc.

June 5, 2001

22

Thomas Arconti
President, Common Counsel
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mr. Arconti,

Mr. Arconti, I am representing Mr. & Mrs. Philip Colla in the sale of their land known as Parcel "C" (Map #6197) consisting of 2.349 acres of land, which was previously submitted to Mr. Joe DaSilva. This property is mostly wetlands and borders Rogers Park which as you know is owned by the City of Danbury.

Phil will offer this property to the City for \$23,500 which represents far less than its assessed value. We feel that this will enhance the Park's ownership, guarantee its non-development in the future and allow for a greater buffer.

Please contact me at (203) 743-4688 with any questions. Thank you for your time.

Sincerely,

Fran Pandolfi

FP/cf

cc: Mayor Gene Enriquez
City of Danbury



Ben & Ingrid Edwards
30 Peace St.
Danbury, CT 06810
203-778-9334

Honorable Jene F Eriquez
Common Council Members
155 Deer Hill Ave.
Danbury, CT 06810

Dear Hon. Mr. Eriquez and Common Council Members,

We are writing to inquire if a parcel of city property located next to our lot is for sale. Over the past 2 years my neighbor and I cared for the lot by cutting the grass, seeding, fertilizing, and just generally keeping it clean. Unfortunately, our neighbor recently passed away and we would now like to purchase the property if possible.

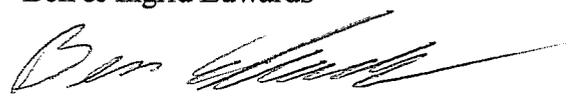
The property is approximately 150 ft. X 50 ft. and is at the intersection (actually an "L") of Peace St. and Hobson. It is between lots G15310 (address: 30 peace St) and lot G15261 (address: 11 Hobson).

I was unable to obtain an assessment from the city assessment department. They did not have enough information to make a fair assessment of the value.

Thank you for your time and consideration in this matter.

Kindest Regards,

Ben & Ingrid Edwards



24

Amandio Dossantos
20 Caye Road
Danbury, CT 06810

June 22, 2001

Helena Abrantes
City Councilwoman
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

RE: Erosion and Flooding Problem on 20 Caye Road

Dear Ms. Abrantes:

I am forwarding this letter to you with hope that you may help me address a serious problem I am having at my home located at 20 Caye Road in Danbury. I have attempted to go to different departments within City hall and I just get referred from one place to another.

I am presently having a problem with the flooding on my property, due to pipes the city has placed on a lot next to my home and the clogging of city drains. I have endured extreme flooding on my property, along with massive holes on my property due to erosion caused by the flooding. I need to have this addressed as soon as possible.

Thank you for your courtesies with this matter.

Very truly yours,


Amandio Dossantos

COMMON COUNCIL - CITY OF DANBURY

25

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer X

Water

Name of Applicant: Jeff Bruno

Address: P.O. Box 3925

 Danbury, CT 06813 - 3925

Telephone: (203) 778-9349

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

Located at: #11 Hobson Street & Peace Street, Danbury, CT

Assessors's Lot No. G 15261

Zone: RA-8

Intended Use:	Retail <u> </u>	Single Family Residential <u> X </u>
	Office <u> </u>	Multiple Family Development <u> </u>
	Mixed Use <u> </u>	
	Industrial <u> </u>	

Number of Efficiency Units

Number of 1 Bedroom Units

Number of 2 Bedroom Units

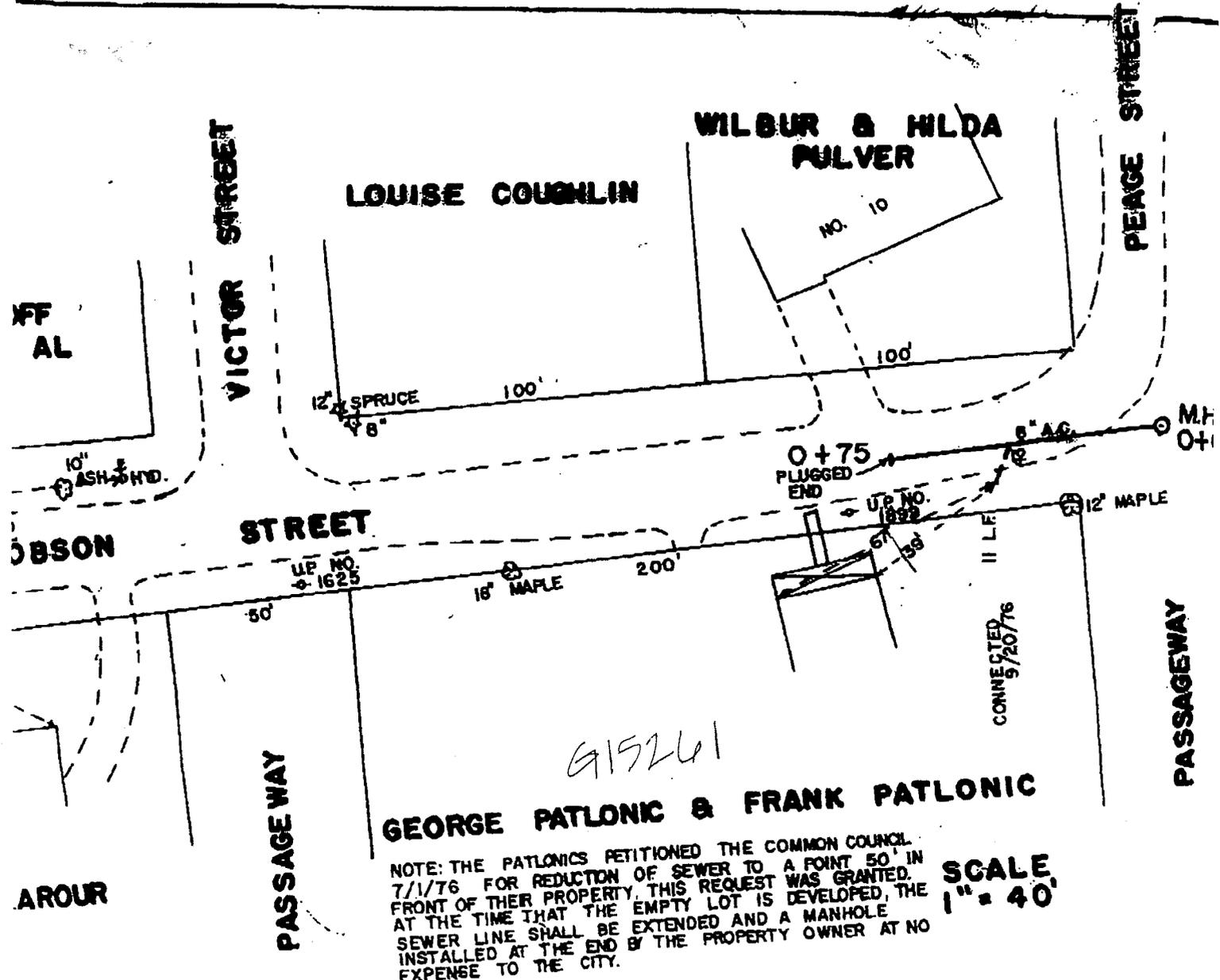
Number of 3 Bedroom Units 3

Total Number of Units 3

Michael J. Maguire AGENT

 SIGNATURE
 5/29/01

 DATE



550

- 0 + 75

1. NO. 18
P.O

3'

www.landhoe.com Peage Street Down



26

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Gene F. Eriquez, via the Common Council
FROM: Dominic A. Setaro, Jr., Director of Finance
RE: DEP LARVACIDE FUNDS
DATE: March 16, 2001
CC: William Campbell

CERTIFICATION

Attached you will find a request from William Campbell, Director of Health, to reappropriate a \$7,500 DEP allocation for the treatment of mosquitoes. The State has informed us that this is not a typical grant, and it can be used by the City as long as it accomplishes the original intent.

Therefore, I would ask that the Common Council reappropriate \$7,500 to the following line items in the Health Department budget.

Part-time Services	4000.5040	\$3,498.00
Mileage	4000.5319	450.00
Outside Services	4000.5334	<u>3,552.00</u>
Total		\$7,500.00

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

Dominic A. Setaro, Jr.

DAS/jgb



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

HEALTH AND HOUSING DEPARTMENT
155 DEER HILL AVENUE

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

June 11, 2001

TO: Dominic A. Setaro, Director of Finance
FROM: William Campbell, Director of Health 
RE: **Proposed Budget - DEP Larvicide Funds (\$7,500.00)**

The low bid for catch basin larviciding is \$28,523.00. We have \$27,425.00 for this purpose in our 2001-2002 budget. \$3,552.00 of the \$7,500.00 DEP allocation would be applied to this bid. This would allow us to both meet the low bid dollar amount and reduce some of Danbury's expense.

The proposed budget for the \$7,500.00 (including the above) would be:

Catch basin bid.....	\$3,552.00	(4000.5334)
Part time, seasonal position.....	3,498.00*	(4000.5040)
Mileage.....	<u>450.00</u>	(4000.5319)
Total.....	\$7,500.00	

Please advise in that we need to confirm the bid recipient as soon as possible.

* 24 hours/week X 13 weeks @ \$11.22/hr. (as of July 1, 2001). This position would monitor and treat city property other than catch basins, respond to complaints involving private property, distribute BTI to private property owners and provide educational services to property owners.

C: Scott LeRoy, Senior Environmental Inspector
Jack Kozuchowski, Coordinator, Environmental Health
Kim Sophia, Grants Administrator



COHEN AND WOLF, P. C.
ATTORNEYS AT LAW

27

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
G. KENNETH BERNHARD
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
MARNIE J. RUBIN
ARI J. HOFFMAN
BARBARA M. SCHELLENBERG
FREDERIC B. EISMAN

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) 576-8804

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

June 4, 2001

PLEASE REPLY TO Danbury
WRITER'S DIRECT DIAL: (203) _____

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

RE: FuelCell Energy, Inc.
1 Great Pasture Road, Lot #K16156
Planning Code No. RSP 98-01

Dear Gentlemen:

This letter is a request for approval by the Common Council of the City of Danbury for acceptance of a parcel for highway purposes, more particularly described in the enclosed deed.

A copy of this document has been delivered to the office of the Corporation Counsel and the Engineering Department for review.

I would appreciate it if you would place this request on the agenda of the next meeting of the Council for consideration.

If you have any questions or require any further information please feel free to contact me.

Very truly yours,


Robin A. Kahn

RAK/lr
enc:

cc: Office of the Corporation Council
Patricia Ellsworth, Engineering Department

STATUTORY WARRANTY DEED

KNOW YE, that FUELCELL ENERGY, INC. F/K/A ENERGY RESEARCH CORPORATION, with its principal office at 3 Great Pasture Road, Danbury, Connecticut 06810,

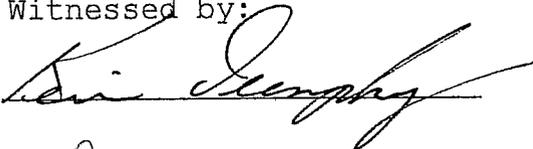
in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid,

grants to the CITY OF DANBURY, a municipal corporation of the State of Connecticut, located in Fairfield County,

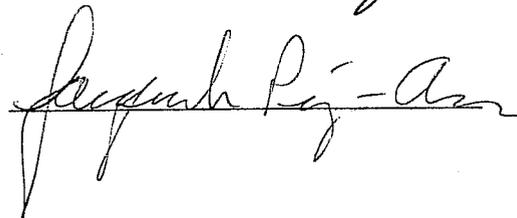
WITH WARRANTY COVENANTS, the premises more particularly described in SCHEDULE A annexed hereto and made a part hereof, for road widening purposes.

Signed on the fourth day of June, 2001.

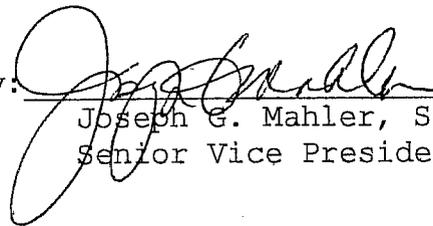
Witnessed by:



FUELCELL ENERGY, INC. F/K/A
ENERGY RESEARCH CORPORATION



By:



Joseph G. Mahler, Secretary
Senior Vice President, and CFO

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss. Danbury

The foregoing instrument was acknowledged, before me, this Fourth day of June, 2001, by Joseph G. Mahler, as the Secretary, Senior Vice President and Chief Financial Officer of FUELCELL ENERGY, INC. F/K/A ENERGY RESEARCH CORPORATION, as his/her free act and deed, and the free act and deed of said corporation



Ross M. Levine, Esq.
Commissioner of the Superior Court
Juris No. 416369

SCHEDULE A

ALL THAT certain strip or parcel of land situated in the City of Danbury, County of Fairfield and State of Connecticut, shown and designated as "PARCEL 'X' AREA = 0.051 ACRES (2,217 S.F.) TO BE CONVEYED TO THE CITY OF DANBURY FOR FUTURE ROADWAY WIDENING PURPOSES" on a certain map entitled "IMPROVEMENT LOCATION SURVEY OF A PORTION OF PROPERTY OF ENERGY RESEARCH CORPORATION GREAT PASTURE ROAD - DANBURY, CONNECTICUT SCALE: 1"=40' ZONE: IL-40 AREA: 5.373 ACRES DATE: DECEMBER 7, 2000 REVISED APRIL 4, 2001 (SEE GENERAL NOTE 2)" and certified substantially correct by Paul M. Fagan, L.S. #7756, which map is to be recorded simultaneously herewith on the Danbury Land Records, and to which map reference is hereby made for a more particular description of said premises.

SUBJECT TO:

1. Any and all provisions of any ordinance, municipal rule or regulation or public or private law, including, without limitation, planning and zoning regulations.
2. Taxes hereafter due and payable.
3. Utility easement to The American Telephone and Telegraph Company recorded in Volume 126 at Page 534 of the Danbury Land Records, later assigned to The Southern New England Telephone Company in Volume 211 at Page 489 if the Danbury land Records and easement to Connecticut Light & Power Company recorded in Volume 545 at Page 635 of the Danbury Land Records.
4. Mortgage to First Union Bank of Connecticut in the original principal amount of \$2,250,000.00, dated June 28, 1996 and recorded July 12, 1996 in Volume 1154 at Page 368 of the Danbury Land Records.
5. Mortgage to First Union Bank of Connecticut in the original principal amount of \$600,000.00, dated June 28, 1996 and recorded July 12, 1996 Volume 1154 at Page 397 of the Danbury Land Records.
6. UCC Financing Statement to First Union Bank of Connecticut Recorded August 29, 1996 in Volume 1158 at Page 394
7. UCC Financing Statement to First Union Bank of Connecticut Recorded August 29, 1996 in Volume 1158 at Page 398.

**CITY OF DANBURY
PARKS, RECREATION & FORESTRY
DEPARTMENT**

HATTERS COMMUNITY PARK
7 EAST HAYESTOWN ROAD
DANBURY, CONNECTICUT 06811

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

M E M O R A N D U M

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

FROM: Robert G. Ryerson *[Signature]*
Director, Parks & Recreation

DATE: June 25, 2001

RE: Rental Agreement – Bowling Lanes at Hatters Community Park

I am requesting your favorable approval to enter into a five year rental agreement with Gerald A. Trocolla of 12 East Hayestown Road, Danbury, Connecticut, to operate the property known as the Bowling Lanes at Hatters Community Park. Mr. Trocolla has been the tenant for the past two agreements.

The terms and conditions of the Rental Agreement have been executed by the Corporation Counsel's office and are enclosed for your review.

C: City Clerk ✓
D. A. Setaro, Jr.
L. Pinter

RENTAL AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2001, between the CITY OF DANBURY, a municipal corporation with a principal place of business at 155 Deer Hill Avenue, Danbury, Connecticut 06810, hereinafter "Landlord" acting herein by Gene F. Eriquez, its Mayor, hereunto duly authorized; and

GERALD A. TROCCOLA, of 12 East Hayestown Road, Danbury, Connecticut 06811, hereinafter "Tenant" as follows:

1. Tenant. The words "I" and "my" in this Rental Agreement refer to each Tenant. Each Tenant is separately liable under this Rental Agreement.
2. Landlord. The words "you" and "your" refer to the Landlord as above referenced.
3. Property. I agree to rent from you the Property known as:

Bowling Lanes located at the Hatters Community Park.

The word "Property" refers to the Rented Property. The word "Agreement" refers to this Rental Agreement.

4. Term. The term of this Rental Agreement is for Five (5) years starting on September 1, 2001 and ending June 30, 2006.
5. Rent. I agree to pay \$115,000.00 as rent to be paid in accordance with the provisions of Paragraph 22 titled "Schedule of Payments."
6. Utilities. I must pay for all utilities used on the Property. Utilities include water, gas, electricity and oil.
7. Grace Period. If I fail to pay the rent within ten (10) days after it becomes due and payable, I am in default.
8. Default, Waiver of Rights. If I do not live up to the terms of this Agreement or if I move out before the end of the term then this Agreement shall terminate. You may then take possession as provided by law. I waive my right to require that you re-enter this Property before taking legal action.
9. Care of Property. I agree to keep this Property in as good a condition as it was at the beginning of the term, except for wear from reasonable use. At the end of this Agreement, I will move out and give the Property back to you.
10. Alterations. I must get your written consent to alter or improve the property.
11. Compliance with Laws. I must comply with all laws, orders, rules and requests of all governmental authorities. I will also comply with any insurance companies which have issued or are about to issue insurance policies covering this Property or its contents.

12. Holding Over. This Agreement cannot be renewed without your written consent. If I stay in possession after the end of this Agreement, I will still comply with this Agreement.
13. No Waiver by Landlord. You do not waive any rights by accepting rent or by failing to enforce any of the terms of this Agreement.
14. Acceleration of Payments. If you end this Agreement, I must immediately pay all of the rent for the rest of the term of this Agreement. You will try to rent this Property to others to reduce your damages. You will then pay to me the difference between your actual damages and the payments I have made.
15. Restrictions. I may not sublease or assign this Property without your written consent.
16. Entry by Landlord. You may enter the Property at reasonable times to provide services or to inspect, repair, improve or show it. You will give me reasonable notice of your intent to enter. You may enter the Property without my consent in case of emergency.
17. Extended Absences. I must notify you if I will be away from the Property for an extended period of time. Unless otherwise agreed, you may enter the Property without my consent during such absence.
18. Fire or Other Casualty. My duty to pay rent may be reduced by fire or other casualties not caused by my negligence or wilful act. I will not be required to pay rent while my enjoyment of the Property is substantially impaired. I may also leave the Property and end this Agreement as of the day I leave. I must notify you of this in writing within fourteen (14) days. You will then return all rent due to me. I may also vacate any unusable part of the Property. My rent would be reduced to the extent that the fair rental value is reduced.
19. Quiet Enjoyment. Subject to the terms of this Agreement, as long as I am not in default, I may peaceably and quietly have, hold and enjoy the Property.
20. Subordination. This Agreement and my rights are subject and subordinate to present and future mortgages on the Property. You may execute any papers on my behalf as my attorney in fact to accomplish this.
21. Security Deposit. I have deposited \$2,150.00 with you as security that I will live up to all of the terms of this Agreement. If I do not break any of the terms of this Agreement, you will return this deposit and any interest due within thirty (30) days after the end of this Agreement. You may apply as much of the deposit as necessary to reimburse you for any damages resulting from my occupancy.
22. Schedule of Payments (2001 – 2006)

\$2,200.00 on the first day of every month from September 1, 2001 through June 1, 2002
\$2,250.00 on the first day of every month from September 1, 2002 through June 1, 2003
\$2,300.00 on the first day of every month from September 1, 2003 through June 1, 2004
\$2,350.00 on the first day of every month from September 1, 2004 through June 1, 2005
\$2,400.00 on the first day of every month from September 1, 2005 through June 1, 2006

23. Insurance. The Tenant agrees to carry and maintain for the benefit of the City of Danbury, throughout the term of this Lease, general public liability insurance against claims for bodily injury or death occurring upon or in the demised premises to the limit of Two Million Dollars (\$2,000,000.00) and property damage liability to afford protection to the limit of Two Million Dollars (\$2,000,000.00) per occurrence. The Tenant agrees to deliver Certificates of Insurance naming the City of Danbury as additional insured, and detailing said coverage upon execution of this Lease, and further agrees to maintain full coverage in accordance with the requirements of this paragraph throughout the term(s) of this Lease.
24. Personal Property. The Tenant agrees to perform routine maintenance and repair on all personal property including, but not limited to, pin setting machines, lane surfaces, and other equipment used in connection with the Hatters Community Park Bowling Lanes; and in addition, the Tenant agrees to replace said equipment as necessary at his own cost and expense.
25. Validity of Agreement. If any part of this Agreement is against the law, the rest of this Agreement will remain in full force. You have the right to correct any illegal clause to make it comply with the law.
26. Parties. Both you and I are bound by this Agreement. All parties who lawfully succeed to our rights and responsibilities are also bound.
27. Entire Agreement. All promises you have made are contained in this written Agreement. This Agreement can only be changed by an Agreement in Writing and signed by both you and me.

SIGNED AND AGREED TO BY:

Witness:

CITY OF DANBURY, Landlord

By _____
 Gene F. Eriquez, Mayor

Witness:

Tenant:

By _____
 Gerald A. Troccola

STATE OF CONNECTICUT:

: ss: Danbury

COUNTY OF FAIRFIELD :

On this the _____ day of _____, 2001, before me, Laszlo L. Pinter, the undersigned officer, personally appeared Gene F. Eriquez, who acknowledged himself to be the Mayor of the City of Danbury, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

In Witness Whereof, I hereunto set my hand and official seal.

Laszlo L. Pinter
Commissioner of the Superior Court

STATE OF CONNECTICUT:

: ss: Danbury

COUNTY OF FAIRFIELD :

On this the _____ day of _____, 2001, before me, _____, the undersigned officer, personally appeared Gerald A. Troccola, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public / My Commission expires:
Commissioner of the Superior Court



29

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

June 15, 2001

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

Dear Common Council Members:

Replacement of Thorpe Street Extension Bridge
City Project No. 93-29
State Project No. 34-270
Federal Project No. BRZ-6034(6)

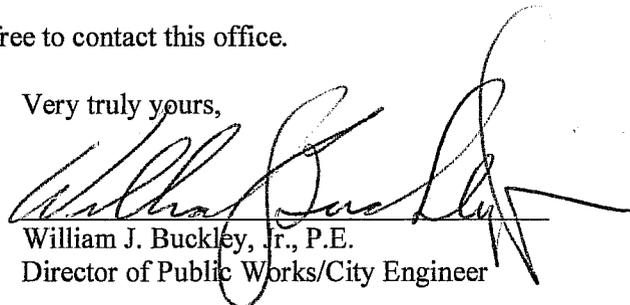
The above noted bridge replacement project has qualified for 100% reimbursement (80% in Federal TEA-21 funds and 20% in State Local Bridge funds). Design of the project was completed under a previous agreement with the State of Connecticut. The State Department of Transportation has informed us that construction funds will become available soon and bidding in October 2001 is anticipated.

Enclosed please find a copy of the proposed Agreement Between the State of Connecticut and the City of Danbury for the Construction, Inspection and Maintenance Required in Conjunction with the Replacement of the Thorpe Street Extension Bridge (Bridge No. 05097) over Kohanza Brook Utilizing Federal Funds and a project Grant Under the State's Local Bridge Program.

We hereby request that the Common Council authorize Mayor Gene F. Eriquez to execute said agreement.

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: Gene F. Eriquez, with encl.
Dominic A. Setaro, Jr.
Laszlo L. Pinter, Esq.





STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



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

Phone:

May 11, 2001

Ms. Patricia Ellsworth, P.E.
Assistant City Engineer
Public Works Department
City of Danbury
City Hall, 155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Ms. Ellsworth:

Subject: Federal Local Bridge Program
State/City Construction Agreement
Project No. 34-270
Replacement of the Thorpe Street Extension Bridge

Enclosed are two copies of a grants Agreement between the State and the City for the construction phase of the subject project. Also enclosed is an instruction outline to use as a guide in the execution and return the agreements.

We anticipate that this project will be in place for the Department to authorize advertisement for construction bids about October of this year.

If you have a question regarding the Agreement or the project schedule, please contact Mr. Joseph C. Cancelliere, Program Administrator, at (860) 594-3208, or Mr. Ewald Walz, Liaison Engineer, at (860) 563-9375.

Very truly yours,

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

Enclosure

RECEIVED

MAY 14 2001

ENGINEERING DEPT.

EXECUTION OF THE STATE/CITY AGREEMENT FOR BRIDGE CONSTRUCTION

Replacement of the Thorpe Street Extension Bridge, Project No. 34-270 Danbury, Connecticut

1. The resolution authorizing the Mayor by name and by title to sign the agreement must be provided. For consistency, please see that the Mayor's name appears on the resolution as it is on the preamble and signatory pages of the agreement. The resolution must have City seal and be signed by the Clerk.
2. The Mayor's signature and those of two witnesses should be affixed to both "original" copies of the agreement. The Mayor's signature should appear as it is given in the preamble and signatory pages.
3. The witnesses should sign in the same order on the two copies. Their names should be typed beneath their signatures.
4. The City seal must be embossed on the signatory page near the Mayor's signature.
5. When the agreement is completed, please return both original copies and at least one copy of the sealed resolution to:

Mr. Denis Jones
Close, Jensen and Miller, P.C.
1137 Silas Deane Highway
Wethersfield, CT 06109

6. Please note that Exhibits I and II are "samples" of documents to be returned in the coming months, but not necessarily returned with the signed agreements.
7. If you have any questions, please call Mr. Denis Jones or Mr. Ewald Walz at Close, Jensen and Miller, P.C., phone no. (860) 563-9375.

**AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
THE CITY OF DANBURY
FOR THE CONSTRUCTION, INSPECTION AND MAINTENANCE
REQUIRED IN CONJUNCTION WITH THE
REPLACEMENT OF
THE THORPE STREET EXTENSION BRIDGE (BRIDGE NO. 05097)
OVER KOHANZA BROOK
UTILIZING FEDERAL FUNDS
AND A PROJECT GRANT UNDER THE STATE'S LOCAL BRIDGE PROGRAM**

State Project No. 34-270

Federal Project No. BRZ-6034(6)

THIS AGREEMENT, concluded at Newington, Connecticut, this _____ day of _____, 2001, by and between the State of Connecticut, Department of Transportation, James F. Sullivan, Commissioner, acting herein by James F. Byrnes, Jr., Transportation Chief Engineer, Bureau of Engineering and Highway Operations, duly authorized, hereinafter referred to as the State, and the City of Danbury, City Hall, 155 Deer Hill Avenue, Danbury, Connecticut 06810, acting herein by Gene F. Enriquez, its Mayor, hereunto duly authorized, hereinafter referred to as the Municipality.

WITNESSETH, THAT,

WHEREAS, the Municipality has requested that improvements be made to the Thorpe Street Extension Bridge over Kohanza Brook, which improvements are identified as State Project No. 34-270 and Federal Project No. BRZ-6034(6), hereinafter referred to as the Project; and

WHEREAS, said improvements include, but are not limited to, the replacement of the Thorpe Street Extension Bridge and roadway construction related to the bridge approaches; and

WHEREAS, the Transportation Equity Act for the Twenty-First Century (TEA-21) provides funding for highways, bridges and mass transportation programs; and

WHEREAS, Section 13a-165 of the General Statutes of Connecticut, as revised, provides that the Commissioner of Transportation is authorized “. . .(b) to apply for and to obtain moneys, grants or other benefits from the United States or any agency thereof in connection with roads, bridges or highways and (c) to approve all programs, conclude all agreements, accept all deeds, make all claims for payment, certify all matters and do any and all other acts and things necessary or desirable to meet the requirements of and obtain such moneys, grants or benefits from the United States or other agency thereof.”; and

WHEREAS, the Municipality is qualified to receive Federal funding for the Project; and

WHEREAS, Section 13a-175s of the General Statutes provides for the making of loans and grants by the State to municipalities to finance in part the removal, replacement, reconstruction, rehabilitation or improvement of local bridges; and

WHEREAS, the Municipality has applied for and is eligible to receive financial reimbursement for one hundred percent (100%) of all participating Project costs including eighty percent (80%) in Federal TEA-21 funds and twenty percent (20%) in State "Local Bridge" funds (a "Grant") towards the Project construction, construction administration, construction engineering, construction inspection and preliminary engineering costs incurred in conjunction with the Project; and

WHEREAS, the State has issued a commitment to make available said Federal funds and State Grant as a reimbursement for eligible Project costs by letter dated July 22, 1993; and

WHEREAS, the Municipality will receive said State Grant for their twenty percent (20%) share of said Project related costs as a reimbursement; and

WHEREAS, the State has established a "local bridge revolving fund" consisting of State Local Bridge Program funds, from which such reimbursements shall be made to the Municipality; and

WHEREAS, the required contract plans, specifications and estimates have been prepared by the Municipality; and

WHEREAS, the Municipality shall be responsible for the construction phase of the Project, which includes, but is not limited to construction administration, construction inspection and construction engineering services in conjunction therewith.

NOW, THEREFORE, KNOW YE THAT:
THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

For the purposes of Sections 3 through 9 of this Agreement, the following words and terms shall have the respective meanings set forth as follows:

"Bridge" means the bridge or culvert owned in whole or in part by the Municipality and/or which the Municipality must maintain under a legal or contractual obligation located at Thorpe Street Extension.

"Commissioner" means the Commissioner of the Connecticut Department of Transportation, or his designee.

"Event of Default" means an event of default specified in Section 8.1 of this Agreement.

"Grant" means the grant of State Local Bridge Program funds to be made by the State to the Municipality pursuant to Section 3.1 of this Agreement to finance in part the Project.

"Project Costs" means the costs of the Project determined by the Commissioner to be necessary and reasonable.

"Supplemental Grant" means the grant of State Local Bridge Program funds to be made by the State or the Municipality pursuant to Section 3.2 of this Agreement to finance in part the Project.

SECTION 2. MUNICIPALITY AND STATE PROJECT RESPONSIBILITIES

THE MUNICIPALITY SHALL:

(1) Designate a qualified individual to act as liaison with the State to provide for the proper interchange of information during the construction phase of the Project. The liaison will be responsible for coordination with Municipal agencies, monitoring construction progress and assuring that prime contractors conform to disadvantaged business enterprise requirements. In the event that the Municipality fails to designate an individual to act as liaison with the State, then the signatory for the Municipality to this Agreement shall be considered the liaison.

(2) Issue an appropriate order to any utility to readjust or relocate in or remove its utility facility located within the municipal right-of-way and shall take all necessary legal action provided under Section 7-148 of the Connecticut General Statutes, as revised, to enforce compliance with the issuance of such order, at no cost to the State.

Any delays resulting in charges or claims by the Municipality's contractor which are the result of the failure of any utility to readjust or relocate its facilities within the area affected by the Project because of the failure of the Municipality to carry out its responsibility as outlined in the first paragraph of this Article shall become the responsibility of the Municipality.

(3) Upon written approvals by the State, separate from this Agreement, advertise, receive bids, award a contract(s), make payments to contractor(s), and administer construction activities associated with the Project.

(4) Obtain bids for all Project items to be supplied or constructed by the Municipality's contractor utilizing a bidding procedure acceptable to the State for a Federal-aid project. Analyze all bids, submit a bid summary and request the State's approval to award the Project.

(5) Assure that the following pre-award requirements are met by the apparent low bidder:

(a) Disadvantaged Business Enterprises documentation is in order;

(b) A schedule of progress or time chart for the Project has been developed; and

(c) A complete statement of the origin and manufacturer of any manufactured materials to be used in the construction phase of the Project has been furnished. In conjunction therewith, the "Anticipated Source of Material - CON 83" form will be provided by the State.

Upon verification, by the State, that all affirmative action and pre-award requirements indicated herein have been complied with, award the contract to the lowest responsible bidder.

(6) Once the Project is awarded, make no change which will increase the cost of the Project or alter the termini, character or scope of work without prior State approval. In addition, the Municipality shall not grant any contract time extensions without advance State approval.

(7) Notify the State as to the commencement of the Project's construction activities via the State's CON 82 form. Failure to file this form properly with the State shall jeopardize the Federal proportionate share of the funding for this Project.

(8) Provide construction administration, construction inspection and construction engineering services during the construction phase of the Project. The construction engineering services may include, but not be limited to, consultation, advice, visits to the work site and such design services as may be required. The Municipality shall submit to the State for review and approval, the name(s) and qualifications of the individual(s) responsible for the construction administration and construction inspection of the Project prior to advertising the Project.

(9) Prepare and submit to the State for review, any proposed agreements or contracts in conjunction with this Project between the Municipality and consultants and/or contractors to affirm compliance with State and Federal requirements as well as to obtain written approval as to form and content of said documents prior to the Municipality's execution thereof. In addition, all extra work claims submitted by consultants and/or contractors to the Municipality must be approved, in writing, by the State prior to the Municipality granting said consultants and/or contractors authorization to proceed.

No reimbursable costs may be incurred by the Municipality in conjunction with consultant agreements or supplements to consultant agreements prior to the State's written approval.

(10) Perform the functions and operations described in the "Department of Transportation, Bureau of Engineering and Highway Operations, Construction Manual, Office of Construction, 1998"; "Information Pamphlet for Consulting Engineers Performing Construction Engineering and Inspection, July 1996"; "Municipality Manual-Guidelines for Contracts Administered by the Municipality, 1994"; "Pamphlet for Monitoring Performance and Payment Requests for Consultants, June 1994"; "Schedule of Minimum Requirements for Sampling Materials for Test, July 1994"; "Public Service Facility Policy and Procedures for Highways in Connecticut, June 1, 1987"; "A Policy on the Accommodations of Utilities on Highway Rights-of-Way, April 1, 1977"; "Title 23, Code of Federal Regulations, Part 645, Subpart A and Subpart B, April 1, 1996"; and all revisions and supplements thereto. The performance of these functions and operations shall be in accordance with the policies and procedures of the State set forth in the documents enumerated in paragraph (10)(c) herein, which may be amended by the State under the terms of this Agreement. Said functions and operations also include, but are not limited to:

- (a) Review and approval of all shop plans and construction drawings received from the construction contractor;
- (b) Maintenance and protection of all construction records at the field office for review, use and approval at all times. These records shall be retained by the Municipality for a period of seven (7) years after issuance of the Project's Certification of Acceptance or three (3) years after the final federal payment has been made, whichever is later, providing there is no pending litigation; and
- (c) All other operations which become necessary to properly inspect the work of the construction contractor to obtain compliance with the "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction" Form 814A, hereinafter referred to as "Standard Specifications", including the latest Supplement Specifications thereto, Special Provisions and all other contract documents and memoranda.

The documents named or described in this Article are hereby incorporated by and made a part of this Agreement and, in all applicable respects, shall govern the conduct of the parties to this Agreement and any parties performing work on the Project. Where any of these documents has been written to govern contractual relations between the State and a contractor, they shall be read and applied as though written to govern the relations between the State and the Municipality.

(11) Cooperate fully with the State and permit the State and/or the Federal Highway Administration to review, at any time, all work performed under the terms of this Agreement.

(12) Agree that if, at any time during the Project, the State determines the construction administration of the Project by the Municipality is not adequate, the State may take over or supplement the construction administration of the Project. The additional costs associated with this action will be considered part of the Project costs and will be shared in accordance with the terms of this Agreement, except none of these additional costs to the Municipality shall be eligible for funding under the State's Local Bridge Program.

(13) Obtain for the contractor(s) the right to enter into and pass over and utilize the right-of-way owned by the Municipality, as required for the construction phase of the Project.

(14) Document expenses by recording all contractors' costs, consultant fees and all Municipality costs including payroll hours on time sheets, material purchases (including bills), and equipment charges. Equipment rates will be based on a municipal audit, if available, acceptable to the State. In the absence of acceptable municipal rates, the State's rates for the year of use will be used. In the absence of acceptable State rates, rates developed by the Federal Emergency Management Agency (FEMA) for the year of use will be employed.

(15) Enforce all established and necessary traffic regulations during the construction phase of the Project.

(16) Pay one hundred percent (100%) of all construction costs which are the result of errors and/or omissions solely of the Municipality and/or its consultant in the contract plans, specifications and estimates or due to inadequate construction administration, construction inspection and/or construction engineering. The percentage(s) derived from the ratio of the total cost of all State-provided services to the construction cost, as determined by a post-construction audit, will be used to determine the cost of State-provided services incurred due to the errors and/or omissions. In no event may the Municipality use State Local Bridge Program funds for this purpose.

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

(18) Pay for advertising, construction contract items, construction administration, construction inspection and construction engineering services, including assistants and/or consultants or contractors, rendering professional, technical, engineering or other assistance and advice during the construction phase of the Project. Expenditures approved by the State will be reimbursed under the provisions of Articles (25), (39) and (40) of this Section of the Agreement. Written documentation shall be provided to the State indicating procedures utilized for the employment of municipal forces and/or retention of consultants providing construction services for the Project.

(19) Assume all responsibility and liability for:

- (a) The proper maintenance and operation of the Municipality's facilities constructed as part of this Project upon completion of the Project to the satisfaction of the State and the Federal Highway Administration.
- (b) Maintenance of traffic control signals on Municipality maintained roadways (if signals are installed as part of this Project) upon satisfactory completion of the 30-day acceptance test period.
- (c) The payment for electrical energy from such time as it is required for traffic signals and/or illumination installed on this Project, located on Municipality maintained roadways or at locations containing at least one roadway that is maintained by the Municipality.
- (d) Any and all claims by the construction contractor(s).

The Municipality shall also assume full legal responsibility for the accuracy of all products of its work or that of its consultant or other assistants under this Agreement and shall so indicate by having the signature and the Connecticut Professional Engineer's Seal of the Municipal Engineer and/or its Consultant Engineer in charge of the work performed under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents.

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

(20) Notify the State, in writing, of the completion of the construction phase of the Project and provide the State, if requested in writing, with reproducible copies of the "as-built" plans for the Project.

(21) Maintain and enforce all traffic regulations, upon completion of the Project, to conform to State and Municipal traffic laws, ordinances and regulations.

(22) Agree that the State, on written notice, may, in its sole discretion, suspend, postpone, or terminate this Agreement, and such action shall in no event be deemed a breach of contract. Any such action may be taken by the State for its own convenience.

Any such suspension, postponement or termination shall be effected by delivery to the Municipality of a written notice specifying the extent to which performance of work under the Agreement is being suspended, postponed or terminated, and the date upon which such action shall be effective.

If the State terminates the Agreement, the State shall reimburse the Municipality at the contract unit prices for the actual number of units of items of work completed prior to the effective date of termination, or as may be agreed by the parties for items of work partially completed. No claim for loss of overhead or anticipated profits shall be allowed.

When the volume of work completed, as of the termination date, is not sufficient to reimburse the Municipality under contract unit prices for its related expenses, the State may consider reimbursing the Municipality for such expenses.

Materials obtained by the Municipality or its contractor for the Project, that have been inspected, tested as required, and accepted by the State, and that have not been incorporated into the physical Project, shall, at the option of the Municipality, be purchased from the contractor at actual cost as shown by receipted bills; and the State shall reimburse the Municipality for same. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the State, as shown by actual cost records.

Termination of the Agreement shall not relieve the Municipality or its contractor of its responsibilities for the completed work, nor shall it relieve the contractor, its surety or the Municipality of its obligations concerning any claims arising out of the work performed or any obligations existing under bonds or insurance required by the Connecticut General Statutes or by this or any other agreement with the State or the Municipality.

(23) Deposit with the State, upon demand, the sum of Zero Dollars (\$0.00) for the depreciation reserve credit of the municipally-owned utility facility(ies) being replaced and the value of any materials salvaged from said existing facility(ies).

THE STATE SHALL:

(24) Provide services including, but not limited to, materials testing, periodic construction inspection, and liaison with other government agencies to ensure satisfactory adherence to State and Federal requirements.

(25) Use apportionments made available to the State under the provisions of Title 23, Chapter 1, Section 144, United States Code, to reimburse the Municipality for the eighty percent (80%) Federal share of the participating project costs. The State shall also use apportionments made available under the provisions of the State Local Bridge Program, as provided by the Connecticut General Assembly, to reimburse the Municipality for the twenty percent (20%) State share of the participating Project costs. One hundred percent (100%) of the certified amount expended by the Municipality and approved by the State as participating Project costs under the terms of this Agreement will be reimbursed by the State.

(26) Assume maintenance responsibility for any State facilities constructed as part of this Project.

(27) Upon completion of construction, make a complete audit of the costs of the Project to determine the final reimbursement due the Municipality by the State, or the amount due the State by the Municipality.

(28) Reserve the right to inspect all construction activities on the Project.

THE STATE AND THE MUNICIPALITY MUTUALLY AGREE:

(29) That if the Municipality fails to fulfill its responsibility in regard to Articles (15), (19) and (21) of this Section of the Agreement, that such failure will disqualify the Municipality from Federal-aid participation on future projects for which the Municipality has maintenance responsibility.

(30) That if the actual expenditure for Items (a) or (b) indicated under Article (40) of this Section of the Agreement exceeds the estimated cost thereof by less than ten percent (10%), the additional cost shall be funded under the terms of this Agreement if Federal and/or State Local Bridge Program funding is available and the State granted written approval of said cost increases.

If the actual expenditure for said Items (a) and (b) exceeds the estimated cost thereof by ten percent (10%) or more, the State and the Municipality shall enter into a supplemental agreement if Federal and/or State Local Bridge Program funding is available and the State granted written approval of said cost increases.

(31) That when the Project progresses to construction, the Municipality alone shall be solely responsible for one hundred percent (100%) of additional costs of contract items and/or incidentals to construction which are found necessary by the Municipality for the proper construction of the Project, but which have been determined to be Federal-aid non-participating by the Federal Highway Administration and the State. Also, incidentals to construction costs, in excess of fifteen percent (15%) of the cost of the Federal-aid participating contract items of the Project, have been determined by the State to be the responsibility of the Municipality. Incidentals to construction include the construction engineering costs, construction inspection costs and construction field office costs.

(32) That the Municipality alone shall be solely responsible for one hundred percent (100%) of the total cost of all Federal-aid non-participating contract item(s) including incidentals to construction costs for this Project, which have been specifically requested by the Municipality that are considered by the State to be nonessential for the Project. The percentage derived from the ratio of the total incidentals to construction cost to the total contract items, as determined by a post-construction audit, will be used to determine the incidentals to construction cost for the Federal-aid non-participating items.

(33) That the final payment by the State to the Municipality or by the Municipality to the State shall be based upon the actual participating construction costs as determined by a post-construction audit to be performed by the State, using the percentages and funding procedures established in this Section of this Agreement. The Municipality is also required to perform an audit in accordance with Article (11) of Exhibit III.

(34) That before completion of the construction phase of the Project, the Municipality, in concert with the State, shall perform semi-final and final inspections of the Project. The State will be notified of such inspections, in writing, by the Municipality.

(35) That the State is hereby authorized to provide written notice to the Federal Highway Administration of the acceptance of the Project by both the Municipality and the State. It is further understood that this acceptance shall not be given prior to the final inspection of the Project.

(36) That with respect to the operations the Municipality performs or engages a prime contractor to perform under the terms of this Agreement, and also those performed for the Municipality by subcontractors of the prime contractor, the Municipality will be required to carry, and shall ensure that its prime contractor and any subcontractor(s) performing work in conjunction with the Project shall carry, for the duration of this Agreement and any supplements thereto, with the State being named as an additional insured party for paragraphs (a) and (b) below, the following minimum liability insurance coverages at no direct cost to the State. In the event the Municipality secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and/or (b) below, the State shall be named as an additional insured. Said coverage to be provided by an insurance company or companies satisfactory to the State; except that, with respect to work performed directly and exclusively by the Municipality, the Municipality may request the State to accept coverage provided under a Municipal self insurance program. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

- (a) The Municipality shall carry Commercial General Liability Insurance, including Contractual Liability Insurance providing for a total limit of Seven Hundred Fifty Thousand Dollars (\$750,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total (or aggregate) limit of One Million Five Hundred Thousand Dollars (\$1,500,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period, and
- (b) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance providing for a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least One Million Dollars (\$1,000,000).

(37) That when the Agreement requires work on, over or under the right of way of any railroad company, the Municipality shall carry, with respect to the operations that it or its subcontractor(s) perform(s) under the Agreement, Railroad Protective Liability Insurance for and on behalf of the railroad company as named insured, and the State named as additional insured, providing for coverage limits of (1) not less than Two Million Dollars (\$2,000,000) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and/or injury to or destruction of property; and (2) subject to this limit per accident, a total (or aggregate) limit of Six Million Dollars (\$6,000,000) for all injuries to persons or property during the policy period. If such Insurance is required, the Municipality shall obtain and submit the minimum coverage indicated above to the State prior to the commencement of rail related work and/or activities and shall maintain coverage until the work and/or activities are accepted by the State.

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

(a) Be in writing addressed to:

i) When the State is to receive such notice -

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

ii) When the Municipality is to receive such notice -

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

(b) Be delivered in person or be mailed by the United States Postal Service "Certified Mail" to the address recited herein as being the address of the party to receive such notice; and

(c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

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

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

(39) That the State shall reimburse the Municipality for approved advertising, participating contract items and contingencies, construction engineering, construction inspection services and construction administrative costs in accordance with the percentages depicted in Articles (25) and (40) of this Section of the Agreement. Reimbursement will be made in the following manner:

- (a) The Municipality, on a monthly basis, during active construction periods, shall submit to the State on an appropriate State voucher form (CLA-3) with supporting data, the cost of services rendered and expenses incurred for the billing period. Municipality costs shall be limited to the actual payroll for the Project, fringe benefits associated with payroll and approved direct cost charges for the Project.
- (b) Upon review and approval of the voucher by the State, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality. However, in no event shall said reimbursement to the Municipality include State Local Bridge Program funds until such time as the "Grant closing" has been completed to the satisfaction of the State. Nothing within this Article may be construed as in any way limiting or delaying the State's right to make advance payments to the Municipality in accordance with Conn. General Statutes Section 13a-175(s), subsection (f), as hereinafter amended. To the extent any other Article of this Section or any other Section hereinafter pertaining to the Grant may be construed as being in conflict with this Article, the terms and conditions set forth in this Article, shall control.

(40) That the total estimated cost for the construction phase of the Project is Eight Hundred Thirty Thousand Dollars (\$830,000), which includes no anticipated expenditures for services to be provided by the Municipality.

The State will reimburse the Municipality the maximum amount of Eight Hundred Thirty Thousand Dollars (\$830,000), for work performed under the terms of this Agreement unless revised under the provisions of Article (30) of this Section of the Agreement.

ESTIMATED CONSTRUCTION COSTS
 PARTICIPATING COSTS (FEDERAL 80%, STATE LOCAL BRIDGE 20%)

(a)	Contract Items and Contingencies	\$	721,740
(b)	Allowable Incidentals to Construction-Inspection [Max. 15% of (a)].....	\$	108,260
(c)	Total Cost of Project Construction [(a)+(b)].....	\$	830,000
(d)	Federal and State Local Bridge Proportionate Share of the total Project Construction Cost [100% of (c)].....	\$	830,000
(e)	Maximum Amount of Federal Reimbursement to the Municipality [80% of (c)].....	\$	664,000
(f)	Maximum Amount of State Local Bridge Reimbursement to the Municipality [20% of (c)].....	\$	166,000
(g)	Estimated Amount of Municipal Cost [0% of (c)].....	\$	0.00
NON-PARTICIPATING COSTS (No Federal or State Reimbursement)			
	Construction items not included in Item (a)	\$	0.00

(41) That the State assumes no liability for payment under the terms of this Agreement until the Municipality is notified in writing by the State that said Agreement has been approved by the Attorney General of the State of Connecticut.

SECTION 3. THE GRANT

Section 3.1 The Grant Commitment. Subject to the terms and conditions of this Agreement, the State agrees to grant to the Municipality One Hundred Sixty-Six Thousand Dollars (\$166,000) (the "Grant"). The State's obligation to make the Grant shall terminate one hundred eighty (180) days from the date of this Agreement unless the conditions precedent to funding the Grant set forth in Section 5 of this Agreement are satisfied by that date.

Section 3.2 The Supplemental Grant Commitment. Subject to the terms and conditions of this Agreement and provided the Grant is made and Project costs exceed Eight Hundred Thirty Thousand Dollars (\$830,000), the State may, upon receipt of an application from the Municipality and at the discretion of the Commissioner, grant to the Municipality a Supplemental Grant, if any, in a sum not to exceed an amount equal to twenty percent (20%) of the Project Costs minus the Grant. Such Supplemental Grant, if any, shall be made in accordance with Section 7 of this Agreement.

Section 3.3 Required Repayment of the Grant. If the Audit reveals that the Project costs are less than Eight Hundred Thirty Thousand Dollars (\$830,000), the Municipality shall, as soon as practicable, but not later than ninety (90) days after the State notifies the Municipality of the results of the Audit, repay the Grant in an amount equal to the Grant minus twenty percent (20%) of the Project Costs.

Section 3.4 Disbursements of Grant Proceeds. The Proceeds of the Project Grant shall be advanced by the State to the Municipality in accordance with the terms and conditions set forth in Section 2 of this Agreement.

SECTION 4. WARRANTIES AND REPRESENTATIONS

The Municipality hereby represents and warrants to the State (which representations and warranties will survive the making of the Grant and the Supplemental Grant, if any) that:

Section 4.1 Existence and Power. The Municipality is, and, except as provided in Section 6.4 hereof, will continue to be, a body politic and corporate, validly existing under the laws of the State of Connecticut, and has the power to execute and deliver this Agreement.

Section 4.2 Authority. The execution and delivery by the Municipality of this Agreement have been duly authorized by the Municipality in conformity with all applicable laws, including its charter, if any, and no proceedings or authority for the execution and delivery of this Agreement has been repealed, rescinded or revoked.

Section 4.3 Validity. This Agreement, upon the execution and delivery thereof, will be a legal, valid, and binding obligation of the Municipality enforceable against it in accordance with its respective terms.

Section 4.4 Litigation. No litigation of any nature is now pending or, to the best of the Municipality's knowledge, threatened which would restrain or enjoin the execution or delivery of this Agreement, or in any manner questioning the authority or proceedings for the execution or delivery of this Agreement.

Section 4.5 Events of Default. No Event of Default specified in Section 8.1 hereof, and no event which with the lapse of time or the giving of notice or both would become an Event of Default, has occurred and is continuing.

SECTION 5. CONDITIONS PRECEDENT

The obligation of the State to make the Grant and the Supplemental Grant, if any, is subject to the following conditions precedent:

Section 5.1. Conditions Precedent Established by Regulation. At or prior to the closing of the Grant, Municipality shall deliver to the State, if applicable:

- (a) certified copies of all bids of contractors with respect to the Project;
- (b) written justification for awarding the construction contract to any bidder other than the lowest bidder;
- (c) evidence that the Municipality and the contractor have entered into a legally binding construction contract;
- (d) evidence that the Municipality has available to it, or has made arrangements satisfactory to the Commissioner to obtain, funds to pay that portion of the Project Costs for which it is legally obligated and which are not met by the Grant;
- (e) if the Bridge is owned or maintained by more than one municipality, evidence that all municipalities are legally bound to complete their respective portions of the Project; and
- (f) evidence that the legislative body of the Municipality has held at least one public hearing on the Project in accordance with Section 13a-175t (b) of the Connecticut General Statutes, as hereinafter amended.

Section 5.2. Proof of Municipal Action. Prior to the making of the Grant, the Municipality shall deliver to the State evidence of all municipal action taken by the Municipality to authorize the execution and delivery of the Agreement, certified by an authorized official of the Municipality, and such other papers and documents as the State may reasonably request.

Section 5.3 Opinion of Municipal Counsel. Prior to the making of the Grant, the Municipality shall deliver to the State a written opinion from a recognized municipal counsel satisfactory to the State substantially in the form of Exhibit I attached hereto, to the effect that (a) the making and performance of the Municipality of this Agreement has been duly authorized by all necessary municipal action and (b) this Agreement, upon execution and delivery, will constitute legal, valid and binding obligations of the Municipality enforceable against it in accordance with its respective terms.

Section 5.4. Signature and No Litigation Certificate. Prior to the making of the Grant, the State shall have received from the Municipality a Signature And No Litigation Certificate substantially in the form of Exhibit II attached hereto.

Section 5.5. No Event of Default. No Event of Default and no event which with the lapse of time or the giving of notice or both would become such an Event of Default, has occurred or is continuing.

Section 5.6. Representations and Warranties. The representations and warranties of the Municipality contained in Sections 4.1 through 4.5 hereof were on the date of this Agreement and remain on the date of the Grant and the Supplemental Grant, if any, true and correct.

Section 5.7. Insurance. The Municipality has provided the State with evidence that the Municipality or its contractor has obtained builder's risk insurance, or the Municipality maintains unrestricted reserves, complying with the requirements of Section 6.3 of this Agreement.

Section 5.8. Compliance with Federal and State Requirements. The Municipality shall at all times comply with all applicable Federal and State requirements pertaining to the Project.

SECTION 6. AGREEMENTS OF THE MUNICIPALITY

THE MUNICIPALITY AGREES:

Section 6.1. Construction. The Municipality will complete the Project in accordance with the final plans and specifications delivered to the State, no later than three (3) years from the date of this Agreement, unless otherwise extended by the Commissioner. To the extent anything within this subsection of the Agreement conflicts with anything in Section 2 of this Agreement, Section 2 shall control.

Section 6.2. Maintenance of Bridge. The Municipality will operate and maintain the Bridge properly after completion of the Project and will comply with all statutes, rules and regulations applicable to the operations of the Bridge. The covenant contained in this Section 6.2 shall survive the making of the Grant and Supplemental Grant, if any, and will terminate ten (10) years from the date the Project is certified as being complete by the Municipality in accordance with Section 6.6 of this Agreement.

Section 6.3. Insurance. Until the Project is completed in accordance with Section 6.6 of this Agreement, the Municipality shall maintain or cause its contractor on the Project to maintain builder's risk insurance in an amount not less than the amount of the Grant or the Municipality shall maintain unrestricted reserves in an amount not less than the amount of the Grant.

Section 6.4. Maintenance of Existence. The Municipality shall maintain its existence as a body politic and corporate, validly existing under the laws of the State; provided, however, that the Municipality may merge with or into another municipality so long as the surviving entity is a body politic and corporate validly existing under the laws of the State and such surviving Municipality assumes all of the Municipality's obligations under this Agreement. The covenant contained in this Section 6.4 shall survive the making of the Grant and the Supplemental Grant, if any, and will terminate ten (10) years from the date the Project is certified as being complete in accordance with Section 6.6 of this Agreement.

Section 6.5. Use of Proceeds. The Municipality will use the proceeds of the Grant and the Supplemental Grant, if any, solely for the purpose of funding the Project.

Section 6.6. Completion of Project. Upon completion of the Project, the Municipality shall certify to the State that the Project has been completed in accordance with the final plans and specifications for the Bridge delivered to the State.

Section 6.7. Administrative and Statutory Requirements. The Municipality shall comply with all the administrative and statutory requirements set forth in Exhibit III attached hereto and made a part hereof and agrees to be bound by the provisions therein contained.

Section 6.8. Indemnification. The Municipality agrees to indemnify and hold the State, its officials, agents, and employees harmless from and against any and all claims, suits, actions, costs, and damages resulting from the negligent performance or non-performance by the Municipality or any of its officials, agents, or employees of the Municipality's obligations under this Agreement, as it may be amended or supplemented from time to time. It is further understood that such indemnity shall not be limited by any insurance coverage herein required.

SECTION 7. AGREEMENTS OF THE STATE

THE STATE AGREES:

Section 7.1. Audit And Supplemental Grant. Upon receipt of the audit provided for in Article (33) of Section 2 hereof, the State will review the audit and notify the Municipality of the amount by which the Grant exceeds or is less than twenty percent (20%) of the Project Costs. In case the Grant is less than twenty percent (20%) of the Project Costs and the Commissioner in accordance with Section 3.2 has agreed to make a Supplemental Grant, then the State shall as soon as practicable after making such determination, make the Supplemental Grant, if any, subject to the conditions precedent set forth in Sections 5.5, 5.6 and 5.8 of this Agreement.

SECTION 8. DEFAULTS

THE STATE AND MUNICIPALITY FURTHER MUTUALLY AGREE:

Section 8.1. Events of Default. An Event of Default shall be deemed to exist under this Agreement, upon the occurrence of any of the following events or conditions:

- (a) Failure by the Municipality to observe or perform any covenant contained in Sections 6.2, 6.3, 6.4, 6.5, 6.7 and 6.8 of this Agreement; or
- (b) Failure by the Municipality to observe or perform any covenant contained in Article (33) of Section 2 and Section 6.1 or 6.6 of this Agreement and the continuance thereof for a period of thirty (30) days unless the Municipality notifies the State in writing within such thirty (30) day period that for some reason beyond its control it is unable to commence or complete the Project, certify the Project as being complete or complete the Audit within the times provided in Article (33) of Section 2 and Sections 6.1 and 6.6, as the case may be, in which case no Event of Default shall occur if the Municipality is proceeding in good faith and with due diligence to commence or complete construction of the Project, provide certificate of completion of the Project, or complete the Audit, as the case may be, but shall occur at the time the Municipality fails to so proceed; or
- (c) Any representation or warranty made by the Municipality herein, or any statement, certificate or other data furnished by the Municipality or any of its agents in connection with the Project proves to be incorrect in any material respect as of the making or furnishing thereof; or
- (d) The Municipality shall (1) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of any of its assets; (2) be unable, or admit in writing its inability to pay debts as they mature; (3) file or permit the filing of any petition, arrangement, reorganization, or the like under any insolvency or bankruptcy law, or the adjudication as a bankrupt, or the making of an assignment for the benefit of creditors, or the consenting to any form of arrangement for the satisfaction, settlement or delay of debt, or the appointment of a receiver for all or any part of its properties; or (4) take any action for the purposes of effecting any of the foregoing; or
- (e) The Municipality shall commence any proceeding to dissolve or be dissolved or cease to legally exist.

Section 8.2. Remedies.

- (a) If the Municipality fails to comply with its agreements contained in Sections 6.1, 6.2, 6.3, 6.4, 6.5, 6.7 and 6.8, the State may declare that the Grant and Supplemental Grant, if any, are to be refunded by the Municipality to the State in which case the amount of the Grant and the Supplemental Grant, if any, shall be due and payable automatically without notice or demand of any kind, whereupon the same shall become forthwith due and payable.
- (b) In addition to the remedies provided in subsection (a) of this Section 8.2, the State shall be entitled to injunctive relief upon the occurrence and continuance of a breach by the Municipality of any agreement contained in Sections 6.2 and 6.5 of this Agreement, the parties recognizing that such breach shall result in irreparable injury to the State which does not have an adequate remedy at law.

SECTION 9. MISCELLANEOUS

Section 9.1. Expenses. The Municipality will pay all reasonable expenses of the State arising out of the enforcement of this Agreement, (including, without limitation, reasonable counsel fees).

Section 9.2. Connecticut Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State.

Section 9.3. Survival of Representations, Warranties and Covenants. Except as otherwise provided herein, all representations, warranties, covenants and agreements contained in this Agreement, or made in writing in connection with this Agreement, shall survive the execution and delivery of this Agreement, and shall continue in full force and effect until all amounts payable on account of this Agreement shall have been paid in full and this Agreement shall have terminated.

Section 9.4. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Municipality, the State and their respective successors. Except as otherwise provided herein, the rights and obligations hereunder may not be assigned to any other party by either the State or the Municipality.

Section 9.5. Incorporation of Other Documents. The Municipality's Preliminary Local Bridge Program Application, if any, and any supplements thereto, filed with the Commissioner in connection with the Project are incorporated herein and made a part hereof as if they were fully set forth herein.

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

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
JAMES F. SULLIVAN, COMMISSIONER

Name:

By: _____ (Seal)
James F. Byrnes, Jr.
Transportation Chief Engineer
Bureau of Engineering and
Highway Operations

Name:

Date: _____

WITNESSES:

CITY OF DANBURY

Name:

By: _____ (Seal)
Gene F. Eriquez
Mayor

Name:

Date: _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date: _____

EXHIBITS ARE ON FILE IN THE OFFICE OF THE CITY CLERK FOR
PUBLIC INSPECTION.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

Federal Project No. BRZ-6034(6)
State Project No. 34-270
City Project No. 93-29

Thorpe Street Extension Bridge

THAT Gene F. Eriquez, Mayor of the City of Danbury, is hereby authorized to execute the AGREEMENT BETWEEN THE STATE OF CONNECTICUT AND THE CITY OF DANBURY FOR THE CONSTRUCTION, INSPECTION AND MAINTENANCE REQUIRED IN CONJUNCTION WITH THE REPLACEMENT OF THE THORPE STREET EXTENSION BRIDGE (BRIDGE NO. 05097) OVER KOHANZA BROOK UTILIZING FEDERAL FUNDS AND A PROJECT GRANT UNDER THE STATE'S LOCAL BRIDGE PROGRAM, together with such other documents as may be necessary for the accomplishment for the purposes thereof.

EXHIBIT I
FORM OF MUNICIPAL COUNSEL OPINION

(Letterhead of Municipal Counsel)

Date

State of Connecticut
Department of Transportation
P.O. Box 317546
Newington, CT 06131-7546

Re: Federal Local Bridge Program
Opinion of Municipal Counsel
Federal Project No. _____
State Project No. _____
Replacement/Rehabilitation of Bridge No. _____
Town/City of _____

Sirs:

We have examined certified copies of the proceedings of the (Town or City), Connecticut and other proofs submitted to us relative to the execution and delivery of the Agreement dated _____, 2001, by and between the State of Connecticut, acting by and through the Commissioner of the Department of Transportation and (Town or City), Connecticut (the "Agreement"). Capitalized terms used herein shall have the meanings ascribed thereto in the Agreement.

We have also examined the executed Agreement.

We are of the opinion that the making and performance of the Agreement has been duly authorized by all necessary municipal action and that the Agreement, upon execution and delivery, will constitute a legal, valid and binding obligation of the (Town or City), enforceable against it in accordance with its respective terms.

Respectfully yours,

EXHIBIT II
FORM OF SIGNATURE AND NO LITIGATION CERTIFICATE

SIGNATURE AND NO LITIGATION CERTIFICATE
FOR THE AGREEMENT BETWEEN
THE STATE OF CONNECTICUT
AND
THE (TOWN/CITY) OF _____
FOR THE (REPLACEMENT/REHABILITATION) OF
THE _____ BRIDGE (BRIDGE NO. _____)
OVER _____

State Project No. _____

Federal Project No. _____

We, (Name & Title) and (Name & Title), respectively, of the (Town or City), Connecticut, HEREBY CERTIFY that the Agreement dated _____, 2001, by and between the State of Connecticut, and the (Town or City), Connecticut ("Agreement"), was on the date hereof duly and completely executed in the name and on behalf of the (Town or City), Connecticut by the execution thereon of the signature of the undersigned, (Name or Title); and that said Agreement bears the seal of said (Town or City), Connecticut.

We further certify that on the date hereof we were and are the duly elected or appointed, qualified and acting officers authorized to execute said Agreement and holding the offices indicated by the official titles opposite our names and that the seal which has been impressed on said Agreement and upon this certificate is the legally adopted, proper and only official seal of the (Town or City), Connecticut.

We further certify that no litigation of any nature is now pending or threatened restraining or enjoining the execution or delivery of said Agreement or in any manner questioning the authority or proceedings for the execution or delivery of said Agreement or affecting the validity of the same; and that no proceedings or authority for the execution and delivery of the Agreement have or has been repealed, rescinded or revoked.

IN WITNESS WHEREOF, we have hereto affixed the corporate seal of said (Town or City) of _____ and our signatures as of the _____ day of _____, 2001.

(Seal)

Signature	Official Title	Expiration of Office
.....
.....

EXHIBIT III
ADMINISTRATIVE AND STATUTORY REQUIREMENTS

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

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

(b.) (1) The Municipality agrees and warrants that in the performance of the contract, such Municipality will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by the Municipality that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

The Municipality further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by the Municipality that such disability prevents performance of the work involved;

(2) The Municipality agrees, in all solicitations or advertisements for employees placed by or on behalf of the Municipality, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

(3) The Municipality agrees to provide each labor union or representative of workers with which the Municipality has a collective bargaining agreement or other contract or understanding and each vendor with which the Municipality has a contract or understanding a notice to be provided by the Commission advising the labor union or workers' representative of the Municipality's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The Municipality agrees to comply with each provision of this section and Connecticut General Statutes Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes Sections 46a-56, 46a-68e and 46a-68f;

(5) The Municipality agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Municipality as relate to the provisions of this section and Section 46a-56. If the contract is a public works contract, the Municipality agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

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

2. The Municipality agrees that this Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Agreement may be 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 nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that a copy of said Executive Order No. Three is attached hereto and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion.

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

4. The Municipality agrees that this Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and, as such, this Agreement may be 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 party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that a copy of said Executive Order No. Seventeen is attached hereto and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut State Employment Service.

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

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

7. The Municipality hereby acknowledges and agrees to comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The attached copy of the "Governmental Agency Exemption Certificate" is hereby made a part hereof.

8. The Municipality agrees that suspended or debarred municipalities, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(a.) The signature on the Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of Federal or State funds:

- (1.) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2.) Has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3.) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and
- (4.) Has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(b.) Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Agreement.

The Municipality agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any lower tier subcontracts and purchase orders:

- (1.) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2.) Where the prospective lower tier participant is unable to certify to any of the statements of this certification, such prospective participant shall attach an explanation to this proposal.

9. The Municipality agrees that during the term of this Agreement including any extension thereof, the Municipality shall indemnify and save harmless the State, its officers, agents, and employees from all claims, suits, actions, damages, and costs of every name and description resulting from or arising out of operations conducted by the Municipality under this Agreement, including any supplements thereto, or project-related work conducted prior to the execution of this Agreement, and that such indemnification shall not be limited by reason of any insurance coverage.

10. The Municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the Municipality, the Municipality shall not use the defense of Governmental Immunity. The Municipality retains the right to use its Governmental Immunity against any party other than the State.

11. The Municipality agrees that following completion of each full fiscal year during the term of this Agreement, the Municipality shall cause to be prepared and delivered to the State, an audit performed in accordance with the following requirements:

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

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

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

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

The audited municipality shall provide supplementary schedules with the following program/grant information: the program/grant number, ConnDOT project number, Federal project number, phase and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the audit report. Federal and State programs/grants should be listed separately. See attached schedule entitled "Supplementary Program Information" for format. Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local funds.

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

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

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

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

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

13. Certification for Federal-Aid Contracts
(For Contracts Exceeding \$100,000)

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

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

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

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

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

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

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

15. This clause applies to those Municipalities who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Municipality represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Municipality to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this Act, as the same applies to performance under this Agreement.

16. The Municipality hereby acknowledges and agrees to comply, insofar as construction work is concerned, with "Special Provisions, Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers for Federal Funded Projects," dated October 23, 2000, a copy of which shall be made a part of construction contract documents. The contract goal for Disadvantaged Business Enterprise (DBE) participation equaling 12% of the total contract value has been established for the construction contract.

17. The Municipality hereby acknowledges and agrees to comply, insofar as inspection services are concerned, with "Agreements with Goals, Special Provisions, Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers for Federal Funded Projects," revised October 16, 2000, a copy of which is attached hereto and made a part of this Agreement. The contract goal for Disadvantaged Business Enterprise (DBE) participation equaling 0% of the total value of construction inspection services has been established for this contract.

18. The Municipality shall submit to the State for review and approval, any proposed Agreement between the Municipality and a consultant prior to its execution. No reimbursable costs may be incurred on consultant agreements prior to the State's written approval.

19. The Municipality shall insure that the burden, fringe, overhead and profit on any consultant agreement shall not exceed one hundred fifty percent (150% for Home Office), one hundred twenty-five percent (125% for Field Office), and one hundred sixty-five percent (165% for Environmental Consultant) of salary costs. Also, the maximum hourly rate for Principals in any consultant agreement shall not exceed Thirty-Five Dollars (\$35.00) per hour including burden, fringe, overhead and profit. Travel (mileage) costs shall be reimbursed in accordance with the latest State Travel Regulations – State Managers limiting amounts. These maximum allowable costs as well as other parameters established for consultant agreements which must be complied with, when applicable, are contained in Office of Policy and Management's General Letter No. 97-1, dated November 21, 1996, which is incorporated herein by reference hereto. Computer Aided Design and Drafting (CADD) will be reimbursed through the overhead rate only.

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

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

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

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

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

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

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

I

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

II

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

III

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

IV

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

V

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

VI

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

VII

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

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

IX

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

X

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

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

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

XI

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

XII

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

XIII

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

XIV

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

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

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


GOVERNOR .9-

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

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

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

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

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

SEC. 2. SUBCONTRACTORS.

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

SEC. 3. EMPLOYEES.

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

SEC. 4. REPORTS.

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

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

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

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

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

SEC. 5. MANDATORY CLAUSES IN DOCUMENTS.

a. All contracts shall contain the following provisions verbatim:

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

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

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

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

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

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

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

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

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

SEC. 7. INVESTIGATIONS, COMPLAINTS.

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

SEC. 8. HEARINGS.

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

SEC. 9. EQUAL EMPLOYMENT OPPORTUNITIES.

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

SEC. 10. DUTIES OF CONTRACTING AGENCIES.

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

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

Dated at Wethersfield, Connecticut this 19th day of Nov., 1971.

JACK A. FUSARI
LABOR COMMISSIONER

BY HIS EXCELLENCY
THOMAS J. MESKILL
GOVERNOR
EXECUTIVE ORDER NO. SEVENTEEN

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

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

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

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

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

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

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

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

I

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

II

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

III

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

IV

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

V

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

VI

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

VII

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

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

VIII

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

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

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


GOVERNOR -12-



POLICY STATEMENT

Policy No. ADMIN - 19
September 1, 1999

SUBJECT: Policy on D.B.E.s

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

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

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

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

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

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

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

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

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



James F. Sullivan
Commissioner



CONNECTICUT DEPARTMENT OF TRANSPORTATION
POLICY STATEMENT

Policy No. ADMIN.-10
March 25, 1999

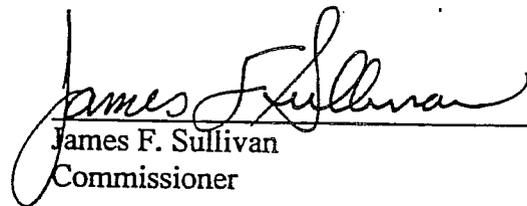
SUBJECT: Code of Ethics Policy

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

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

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

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


James F. Sullivan
Commissioner

SUPPLEMENTARY PROGRAM INFORMATION

FEDERAL

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

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

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

STATE

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

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

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

APPENDIX-CR (ED. 061077)

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

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

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

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

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

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

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

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

This disclosure form shall be completed by the reporting entity whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreements to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreement, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

AGREEMENTS WITH GOALS
SPECIAL PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISES
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS
FOR FEDERAL FUNDED PROJECTS

Revised – October 16, 2000

NOTE: Certain of the requirements and procedures stated in this special provision are applicable prior to the execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

- A. "CDOT" means the Connecticut Department of Transportation.
- B. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").
- C. "Broker" means a party acting as an agent for others in negotiating contracts, agreements, purchases, sales, etc., in return for a fee or commission.
- D. "Contract," "agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision a lease for equipment or products is also considered to be a Contract.
- E. "Contractor," means a consultant, second party or any other entity doing business with CDOT or, as the context may require, with another Contractor.
- F. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:
1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- G. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.
- H. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 – "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.

- I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).
- J. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—
1. Any individual who CDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.
 2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - vi. Women;
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

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

- B. The Contractor shall cooperate with CDOT and DOT in implementing the requirements concerning DBE utilization on this Contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" ("49 CFR Part 26"), as revised. The Contractor shall also cooperate with CDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.
- C. The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to CDOT's Division of Contract Compliance.
- D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by CDOT's Division of Contract Compliance for the type(s) of work they will perform.
- E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under III-B to be performed by other than the named DBE organization without concurrence from CDOT's unit administering the Contract, CDOT will not pay the Contractor for the value of the work performed by organizations other than the designated DBE.
- F. At the completion of all Contract work, the Contractor shall submit a final report to CDOT's unit administering the Contract indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the CDOT unit administering the Contract detailing its good faith efforts to satisfy the goal that were made during the performance of the Contract. Documentation is to include but not be limited to the following:
1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by DBEs in order to increase the likelihood of achieving the stated goal.
 2. A detailed statement, including documentation of the efforts made to contact and solicit bids/proposals with CDOT certified DBEs, including the names, addresses, dates and telephone numbers of each DBE contacted, and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.
 3. Provide a detailed statement for each DBE that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.
 4. Provide documents to support contacts made with CDOT requesting assistance in satisfying the Contract specified goal.
 5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

- G. Failure of the Contractor at the completion of all Contract work to have at least the specified percentage of this Contract performed by DBEs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of CDOT, no reduction in payments will be imposed.
- H. All records must be retained for a period of three (3) years following acceptance by CDOT of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of CDOT and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.
- I. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, CDOT requires the following:

- A. The Contractor shall assure that certified DBEs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.
- B. Contract goal for DBE participation equaling 0 percent of the total Contract value has been established for this Contract. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under Contract in accordance with 49 CFR Part 26, Subpart C, Section 26.55, as revised. Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime Contractor or its affiliate can not be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, or document a plan which indicates how the Contractor intends to meet the goal in the future phase(s) of the work, the Contractor must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

- C. Prior to execution of the Contract the Contractor shall indicate, in writing on the forms provided by CDOT to the Director of Contract Administration or CDOT's unit administering the Contract, the DBE(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each DBE that will participate in this Contract, a description of the work each will perform and the dollar amount of participation. This information shall be signed by the named DBE and the Contractor. The named DBE shall be from a list of certified DBEs available from CDOT. In addition, the named DBE(s) shall be certified to perform the type of work they will be contracted to do.

- D. The prime Contractor shall provide a fully executed copy of each agreement with each DBE named to achieve the goal indicated in III-B to CDOT's unit administering the Contract.
- E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to CDOT's unit administering the Contract which will substantiate and justify the change, (i.e., documentation to provide a basis for the change for review and approval by CDOT's unit administering the Contract) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its Contract, or is overextended on other jobs. **The Contractor's ability to negotiate a more advantageous agreement with another subcontractor is not a valid basis for change.** Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.
- F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising CDOT's unit administering the Contract in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.
- G. When a DBE is unable or unwilling to perform or is terminated for just cause the Contractor shall make good faith efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.
- H. In instances where an alternate DBE is proposed, a revised submission to CDOT's unit administering the Contract together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.
- I. Each quarter after execution of the Contract, the Contractor shall submit a report to CDOT's unit administering the Contract indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

- A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the CDOT with:
1. An executed "Connecticut Department of Transportation DBE Supplier/Manufacturer Affidavit" (sample attached), and
 2. Substantiation of payments made to the supplier or manufacturer for materials used on the project.
- B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

- C. Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Department of Transportation or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER DBE CREDIT:

- A. Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:
1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract provided that the fee or commission is determined by the CDOT to be reasonable and consistent with fees customarily allowed for similar services.
 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a DBE but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the CDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the CDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

- A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.
- B. DBEs involved in the brokering of subcontract work that they were approved to perform may be decertified.
- C. Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

- A. If the Contractor does not document commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B before execution of the Contract, or document a plan which indicates how the Contractor intends to meet the goal in future phase(s) of the work, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. Execution of the Contract will proceed if the Contractor's good faith efforts are deemed satisfactory and approved by CDOT. To obtain such an exception, the Contractor must submit an application to CDOT's Director of Contract Administration or CDOT's unit administering the Contract, which documents the specific good faith efforts that were made to meet the DBE goal. **Application forms for Review of Pre-Award Good Faith Efforts are available from CDOT's Division of Contract Administration.**

The application must include the following documentation:

1. a statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for subcontracting;
 2. a statement setting forth all parts of the Contract that are likely to be sublet;
 3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
 4. copies of all letters sent to DBEs;
 5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contact;
 6. a statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;
 7. copies of letters received from DBEs in which they declined to bid or submit proposals;
 8. a statement setting forth the facts with respect to each DBE bid/proposal received and the reason(s) any such bid/proposal was declined;
 9. a statement setting forth the dates that calls were made to CDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and
 10. any information of a similar nature relevant to the application.
- B. All applications shall be submitted to the Director of Contract Administration or CDOT's unit administering the Contract. Upon receipt of the submission of an application for review of pre-award good faith efforts, CDOT's Director of Contract Administration or CDOT's unit administering the Contract shall submit the documentation to the Division of Contract Compliance who will review the documents and determine if the package is complete and accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation the Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.

- C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to: Director of Contract Administration or CDOT's unit administering the Contract, P.O. Box 317546, Newington, CT 06131-7546. The Director of Contract Administration or CDOT's unit administering the Contract will forward the Contractor's reconsideration request to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the contractor via certified mail a written decision on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's decision is final. If the reconsideration is denied, the Contractor shall indicate in writing to the Director of Contract Administration or CDOT's unit administering the Contract within fourteen (14) days of receipt of written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.
- D. Approval of pre-execution good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the DBE goal should contracting opportunities arise during actual performance of the Contract work.

APPENDIX A TO 49 CFR PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a Contract goal on a DOT-assisted Contract, a Bidder/Contractor must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The Bidder/Contractor can meet this requirement in either of two ways. First, the Bidder/Contractor can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the Bidder/Contractor can document adequate good faith efforts. This means that the Bidder/Contractor must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a Contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a Bidder/Contractor that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Contractor has made. The efforts employed by the Bidder/Contractor should be those that one could reasonably expect a Bidder/Contractor to take if the Bidder/Contractor were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE Contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a Bidder/Contractor meet a Contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a Contract, even though the Bidder/Contractor makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the Bidder/Contractor's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the Contract. The Bidder/Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder/Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
- D. (1) Negotiating in good faith with interested DBEs. It is the Bidder/Contractor's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- (2) A Bidder/Contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder/Contractor's failure to meet the Contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a Contract with its own organization does not relieve the Bidder/Contractor of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

- V. In determining whether a Bidder/Contractor has made good faith efforts, you may take into account the performance of other Bidder/Contractors in meeting the Contract. For example, when the apparent successful Bidder/Contractor fails to meet the Contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Bidder/Contractor could have met the goal. If the apparent successful Bidder/Contractor fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidder/Contractors, you may view this, in conjunction with other factors, as evidence of the apparent successful Bidder/Contractor having made good faith efforts.

CONNECTICUT DEPARTMENT OF TRANSPORTATION
DBE SUPPLIER/MANUFACTURER AFFIDAVIT

This affidavit must be completed by the State Contractor's DBE notarized and attached to the Contractor's request to utilize a DBE supplier or manufacturer as a credit towards its DBE Contract requirements; failure to do so will result in not receiving credit towards the Contract DBE requirement.

State Project No. _____

Federal Aid Project No. _____

Description of Project _____

I, _____, acting in behalf of _____
(Name of person signing Affidavit) (DBE person, firm, association or organization)
of which I am the _____ certify and affirm that _____
(Title of Person) (DBE person, firm, association or organization)

is a certified Connecticut Department of Transportation DBE. I further certify and affirm that I have read and understand 49 CFR, Sec. 26.55(e)(2), as the same may be revised.

I further certify and affirm that _____ will assume the actual and
(DBE person, firm, association or organization)

contractual responsibility for the provision of the materials and/or supplies sought by _____
(State Contractor)

If a manufacturer, I produce goods from raw materials or substantially alter them before resale, or if a supplier, I perform a commercially useful function in the supply process.

I understand that false statements made herein are punishable by Law (Sec. 53a-157), CGS, as revised).

(Name of Organization or Firm)

(Signature & Title of Official making the Affidavit)

Subscribed and sworn to before me, this _____ day of _____ 20 _____.

Notary Public (Commissioner of the Superior Court)

My Commission Expires

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____ (Official)
of the Organization named in the foregoing instrument; that I have been duly authorized to affix the seal of the Organization to such papers as require the seal; that _____, who signed said instrument on behalf of the Organization, was then
_____ of said Organization; that said instrument was duly signed for and in behalf of said Organization by
authority of its governing body and is within the scope of its organizational powers.

(Signature of Person Certifying) (Date)

Connecticut Department of Transportation
Application for Review of Pre-award Good Faith Efforts

Directions: A Contractor who is unable to meet the percentage goals set forth in the "Special Provisions Disadvantaged Business Enterprises As Subcontractors And Material Suppliers Or Manufacturers For Federal Funded Projects— Part III-B" shall submit the attached application requesting a review of its good faith efforts to meet the goal.

The Contractor must show that it took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation. Appendix A of 49 CFR Part 26 - "Guidance Concerning Good Faith Efforts" will be generally but not exclusively, utilized in evaluating good faith efforts. All applications must be in writing, signed and dated, and include the following:

1. a statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for subcontracting;
2. a statement setting forth all parts of the Contract that are likely to be sublet;
3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. copies of all letters sent to DBEs;
5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contact;
6. a statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;
7. copies of letters received from DBEs in which they declined to bid or submit proposals;
8. a statement setting forth the facts with respect to each DBE bid/proposal received and the reason(s) any such bid/proposal was declined;
9. a statement setting forth the dates that calls were made to CDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and
10. any information of a similar nature relevant to the application.

All applications shall be submitted to the Director of Contract Administration or CDOT's unit administering the Contract. Upon receipt of the submission requesting a review of pre-award good faith efforts, CDOT's Director of Contract Administration shall submit the documentation to the Division of Contract Compliance. They will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation the Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.

Application for Review of Pre-award Good Faith Efforts
Oct.-00 (Agreements)

If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to: Director of Contract Administration or CDOT's unit administering the Contract, P.O. Box 317546, Newington, CT 06131-7546.

The Director of Contract Administration or CDOT's unit administering the Contract will forward the Contractor's reconsideration request to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the Contractor via certified mail a written decision on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's decision is final. If the reconsideration is denied, the Contractor shall indicate in writing to the Director of Contract Administration or CDOT's unit administering the Contract within fourteen (14) days of receipt of written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.

Approval of pre-execution good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the DBE goal should contracting opportunities arise during actual performance of the Contract work.

**Connecticut Department of Transportation
Application for Review of Pre-award Good Faith Efforts**

Name of Company: _____

Address: _____

Project # _____

Contract goal as set forth in Special Provisions Part III-B. _____ %

Total DBE commitments obtained, by subcontracting and/or
procurement of material and/or services. [Attach DBE Participation Approval Request(s)]
\$ _____ % of Total Contract

1. Items of Contract not available for subletting. (Attach additional sheets, if necessary.)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid/Proposal Amount</u>	<u>% of Total Contract</u>
---------------	----------------------------	-------------------------------	----------------------------

2. Items of Contract likely to be sublet. (Attach additional sheets, if necessary)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid/Proposal Amount</u>	<u>% of Total Contract</u>
---------------	----------------------------	-------------------------------	----------------------------

Application for Review of Pre-award Good Faith Efforts
Oct.-00 (Agreement)

4 of 8

3. Items of Contract DBEs solicited to bid/proposal. If partial item indicate work, materials, and/or services bids/proposals solicited for. (Attach additional sheets, if required.)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid/Proposal Amount</u>	<u>% of Total Contract</u>
---------------	----------------------------	-------------------------------	----------------------------

Application for Review of Pre-award Good Faith Efforts
Oct.-00 (Agreement)

5 of 8

4. Names of DBEs contacted. (Attach additional sheets, if necessary. Attach copies of all correspondence.)

<u>Name of DBE</u>	<u>Items Contacted for</u>	<u>Date of Contact</u>	<u>Phone/Certified Mail/ Other</u>	<u>Result</u>
--------------------	----------------------------	------------------------	------------------------------------	---------------

5. Names of DBEs who quoted on Contract (be very specific and include items and amounts; attach documentation)

<u>Name of DBE</u>	<u>Item of Work Quoted</u>	<u>Date of Quote</u>	<u>Reasons for Rejection of Bid/Proposal</u>
--------------------	----------------------------	----------------------	--

6. Names of DBEs contacted who did not bid or submit a proposal (Attach copies of all supporting correspondence and phone logs.)

<u>Name of DBE</u>	<u>Items of Work</u>	<u>Date DBE Declined</u>	<u>Reason for Refusal to Bid or Submit Proposal</u>
--------------------	----------------------	--------------------------	---

7. Date(s) Contractor contacted CDOT Division of Contract Compliance seeking DBE referrals. (Provide complete documentation, including phone logs)

Date and Name of Contact: _____

Name of DBE Referred by CDOT

8. Any additional information that should be considered in this application.

Contractor Signature

Title

Date:

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.

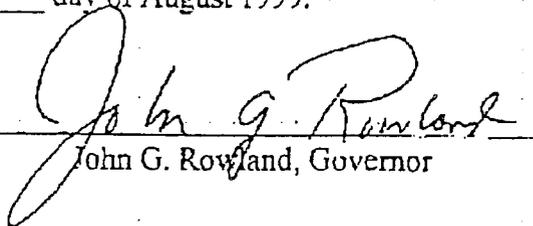
Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

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

fairly and uniformly.

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

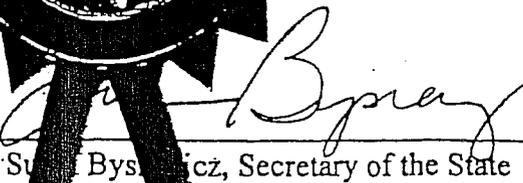
Dated in Hartford, Connecticut this 4th day of August 1999.



John G. Rowland, Governor

Filed this 4th day of August 1999





Stephen Bysiewicz, Secretary of the State

COHEN AND WOLF, P. C.
ATTORNEYS AT LAW

30

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
G. KENNETH BERNHARD
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
MARNIE J. RUBIN
ARI J. HOFFMAN
BARBARA M. SCHELLENBERG
FREDERIC B. EISMAN

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

June 20, 2001

RECEIVED

JUN 25 2001

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

Danbury

PLEASE REPLY TO _____

WRITERS DIRECT DIAL: (203) _____

Mr. Laszlo L. Pinter
Assistant Corporation Counsel
City of Danbury
155 Deer Hill Ave.
Danbury, CT 06810

Re: Executive Air Service

Dear Les:

As a follow up to the Common Council Subcommittee meeting of last week, I am enclosing herewith a proposed Amendment to Lease to incorporate the .3565 acre parcel into the premises leased by Executive Air Services, LP from the City of Danbury. Obviously the Amendment cannot be executed until the Common Council votes to accept the report from the subcommittee which we anticipate will be on the consent agenda for the Council's July meeting. If the enclosed proposed Amendment meets with your approval, please hang onto it for execution after the proper action by the Council. If you have any questions or suggestions concerning it please let me know.

With my usual regards,

Yours truly,

Neil R. Marcus

NRM:dc

Enclosure

cc: Executive Air Service
Mr. Roy Steiner
William Steele, Esq.

ADDENDUM TO EXHIBIT A-1

DANBURY MUNICIPAL AIRPORT
EXECUTIVE AIR LEASE

A certain piece or parcel of land known as Parcel "D" containing 15,528 square feet, (0.3565 Acres), more or less, situated at the Danbury Municipal Airport, City of Danbury, County of Fairfield, State of Connecticut and more particularly described as follows:

Commencing at a point on the existing westerly lease line of Parcel "B", now or formerly Executive Air, said point being 93.06 feet in a direction of N. 32° 41' 50" W. from a point designated as Point #67 on a map of "Danbury Municipal Airport", said point also being the southeasterly corner of the land herein described, thence running northwesterly through land of the Danbury Municipal Airport, City of Danbury N. 74° 20' 00" W. a distance of 308.50 feet to a point, thence N. 24° 50' 00" W. a distance of 180.00 feet to a point, thence turning and running northeasterly N. 70° 12' 30" E. a distance of 20.52 feet to the northwesterly corner of an existing leased parcel known as Parcel "C", now or formerly Executive Air, thence turning and running southeasterly along the existing westerly lease line of Parcel "C" S. 32° 41' 50" E. a distance of 163.06 feet to a point, thence S. 72° 19' 08" E. a distance of 251.43 feet to the southeasterly corner of Parcel "C", thence running southerly along the existing westerly lease line of Parcel "B", now or formerly Executive Air, S. 32° 41' 50" E. a distance of 47.56 feet to the point or place of beginning.

Retaining a 15.00 feet wide easement parallel and adjacent to the southerly boundary line of the above reference Parcel "D", said easement to be used for access for maintaining the drainage ditch running parallel along the southerly boundary line of the above reference Parcel "D".

For a more particular description reference is made to a map entitled "Map Showing Property of The City of Danbury to be Leased to Executive Air Danbury Municipal Airport, Danbury, Conn. Scale 1" = 40' Sept. 28, 1990" with the latest revision dated April 2, 2001 prepared by the Engineering Department, City of Danbury and certified substantially correct as Class A-2 map by Ireneo H. Despojado, P.E. & R.L.S. # 12050 which map is to be filed in the Danbury Land Records.

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made this ____ day of July, 2001 by and among the **CITY OF DANBURY**, a municipal corporation, organized and existing under and by virtue of the laws of the State of Connecticut (hereinafter "Lessor"), and **EXECUTIVE AIR SERVICE, LIMITED PARTNERSHIP**, a limited partnership organized and existing under the laws of the State of Connecticut having an office at 49 Miry Brook Road, Danbury, Connecticut (hereinafter "Substitute Lessee").

W I T N E S S E T H:

WHEREAS, Lessor and Executive Air Service, Inc. entered into an agreement dated October 1, 1995 (the "Lease") with respect to certain premises located at the Danbury Municipal Airport (the "Premises"); and

WHEREAS, the Lease was amended on December 8, 1995 to substitute the Substitute Lessee in place of the Lessee in all respects of the Lease; and

WHEREAS, the Substitute Lessee has applied to the Lessor to add additional land area to Parcel C as described on Exhibit A-1 of the Lease; and

WHEREAS, the parties hereto have agreed to amend Exhibit A-1 of the Lease and amend Exhibit C to include the additional acreage of amended Exhibit A-1 as part of the annual rental determination to be paid for the additional leased parcel.

NOW THEREFORE, in consideration of the foregoing One Dollar and other valuable consideration, the parties hereto agree as follows:

1. The Lease of October 1, 1995 is hereby amended to incorporate as a part of the premises the parcel consisting of .3565 acres as more fully described and set forth on the addendum to Exhibit A-1 annexed hereto and made a part hereof.
2. The Lease of October 1, 1995 is hereby amended to include in the computations of annual rent for the premises as provided in Exhibit C of the Lease the land described in the addendum to Exhibit A annexed hereto and made a part hereof.
3. Except as herein and heretofore modified, the Lease of October 1, 1995 shall remain in full force and effect in accordance with its term.

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

Signed, sealed and delivered
in the presence of:

CITY OF DANBURY

By: _____

Gene F. Eriquez
Its Mayor

EXECUTIVE AIR SERVICE LIMITED
PARTNERSHIP

The Common Council Committee appointed to review the request from Executive Air met on March 13, 2001 at 7:00 P.M. in City Hall. In attendance were committee members Gallagher, Machado and Martin Moore. Also in attendance were Corporation Council Lazlo Pinter, Airport Administrator Paul Estefan and the petitioners Roy Steiner, Neil Marcus, John Linero of Executive Air.

The petitioners explained that they wished to lease the additional property for construction of hangars. Mr. Estefan stated that he was in favor of proceeding with the petitioner's request, as the land in question currently served no purpose. Councilman Machado moved the recommend leasing of the additional property to Executive Air, pending approval of the Planning Commission and to Corporation Council enter into negotiations of said lease. The motion was seconded by Councilman Martin Moore and passed unanimously. The meeting adjourned at 7:45 P.M.

The committee reconvened on June 12, 2001 at 5:00 P.M. In attendance were committee members Gallagher and Machado. Also in attendance were Corporation Council Lazlo Pinter, Airport Administrator Paul Estefan, and the petitioners Roy Steiner and Neil Marcus. In order to clarify the earlier motion; Councilman Machado moved to recommend leasing of the additional .3565 acre of property (comprising parcel D) to Executive Air Services Limited Partnership, pending approval of the Planning Commission and to have the Corporation Council enter into negotiations of said lease. Councilman Gallagher seconded the motion and it passed unanimously. The meeting was adjourned at 5:15 P.M.



31-May

31

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

May 8, 2001

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

Dear Mayor Eriquez and Common Council Members:

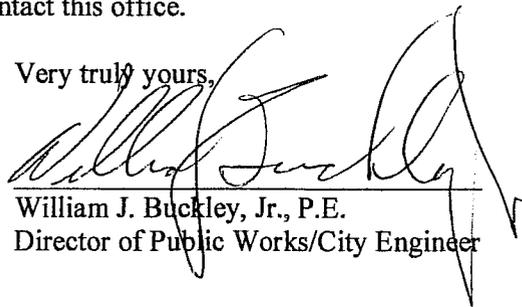
Sidewalk Easement - Staples Street
Hancock Hall

At the May 1, 2001 Common Council meeting, the April 11, 2001 letter from Attorney Paul N. Jaber requesting that the City accept a sidewalk easement from his client at the above noted location was referred to this office for a thirty Day report (reference Item 34 of the meeting minutes).

We have reviewed Attorney Jaber's letter and the proposed site plan and recommend that the City accept this sidewalk easement subject to the receipt of legal documents acceptable to the Corporation Counsel's office.

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

WJB/PAE/pe

C: Eric L. Gottschalk, Esq.
Dennis Elpern





CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

May 15, 2001

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: May Agenda Item #34
Sidewalk Easement
Staples Street, Hancock Hall

Dear Mayor and Common Council Members:

Please accept this letter in response to your request for a report concerning the above-referenced item. This matter comes before the Common Council in the form of a request for City acceptance of a sidewalk easement submitted by the petitioner, Staples Realty, the owner of the above-referenced premises. The easement is offered to the City in accordance with a requirement of planning commission site plan approval. A copy of the approved plan is available for inspection in this office as well as in the office of the city clerk.

Once you have obtained a report from the City Engineer, to whom this matter was also referred, the decision to accept or reject the offer of this sidewalk easement will be within the discretion of the Common Council. However, acceptance of such easements is consistent with the expressed intention of the planning commission when it approved the petitioner's plan.

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

Sincerely,

Eric L. Gottschalk
Corporation Counsel

cc: William J. Buckley, Jr., Director of Public Works

MISSION

The Hispanic Center of Greater Danbury, Inc., is a community based organization assisting the Latino population to enter and succeed in the social and economic mainstream of Danbury through:

- job placement and training;
- education and counseling;
- and social services.

The Hispanic Center of Greater Danbury serves as a liaison and advocate for the Latino community.

MISIÓN

El Centro Hispano de Danbury Inc., es una organización al servicio de la comunidad que ayuda a la población Latina a integrarse y superarse en la corriente socio-económica de Danbury a través de los siguientes servicios:

- procuración de empleos y adiestramiento;
- educación y consejería;
- y servicios sociales.

El Centro Hispano de Danbury actúa como enlace e intercesor por la comunidad Latina

PROGRAMS/PROGRAMAS

Job Placement - Training/

Procuración de Empleos - Entrenamiento

- English as a Second Language (ESL)
Inglés como segundo idioma
- General Equivalency Diploma (GED)
Diploma general de equivalencia
- Vocational training
Entrenamiento vocacional
- Job Placement and Referrals
Asistencia de empleos

Education and Counseling/Salud y consejería

- Health Education (Breast Cancer, etc.)
Educación de la Salud (Cancer del seno, etc.)
- AIDS and Drug Awareness education
Educación del SIDA y Contra la Droga
- Pregnancy, Pre-and post-natal counseling
Consejería de embarazo y cuidado pre y post-natal
- Services for children with special needs
Servicios para niños con necesidades especiales
- Alcoholics Anonymous meetings in Spanish
Reuniones en español de Alcohólicos Anónimos
- Prevention of domestic violence
Prevención de la violencia doméstica
- Family support groups
Grupos de apoyo familiar
- Parents school orientation on education
Orientación a padres en la educación escolar
- College orientation and counseling
Consejería y orientación para universidad

Social Services / Servicios Sociales

- Social Security and Disability
Seguro Social e Incapacidad Física
- Welfare
Bienestar Público
- Housing landlord mediation
Mediación de Vivienda y Arrendador
- Immigration orientation and citizenship
Orientación de inmigración y ciudadanía

STAFF/PERSONAL

Executive Director/
Directora Ejecutiva
María-Cinta Lowe

Case Worker/Trabajadora Social
Maria C. Rodriguez

Education Coordinator/
Coordinadora de Educación
Floribeth Jiménez

Office Manager/
Administradora de Oficina
Sheila Gutiérrez

Drug Awareness Coordinator/
Coordinadora de Programa Sobre
Prevención de las Drogas
Juana Villavicencio

Health Advisor/
Consejera de Salud
María Luisa Ross

Job Developer/
Consejera de Trabajo
Rosa Lopes

ESL Coordinator/
Coordinadora de Clases de Inglés
Mary C. Powers

Jobs First Program
*Marlene Ho-Yen &
Floribeth Jimenez*



32

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

June 8, 2001

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

Dear Mayor Eriquez and Common Council Members:

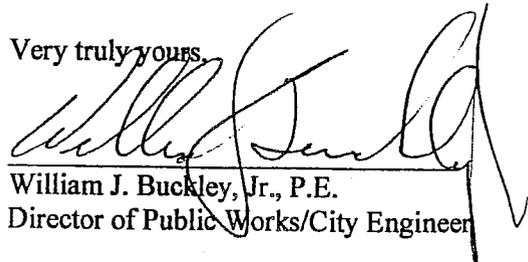
At the June 5, 2001 Common Council meeting, the April 23, 2001 request from Paul DeFabritis to purchase a City owned parcel of land (Tax Assessor's Lot No. B09001) was forwarded to this office for a thirty day report (reference Item 26 of the meeting minutes).

Tax Assessor's Lot No. B09001 is a land locked parcel of land approximately 2 acres in area located two lots away from lots that front on Rockwood Lane and approximately 750 feet north of Boggs Pond. The lot does not fall within the Boggs Pond watershed limits and is not contiguous to any other City of Danbury owned properties. The lot borders other land owned by Mr. DeFabritis.

This office does not see any advantage to the City's retaining ownership of this parcel of land.

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

WJB/PAE/pe

C: Dennis Elpern
Eric L. Gottschalk, Esq.
Dominic A. Setaro, Jr.





CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

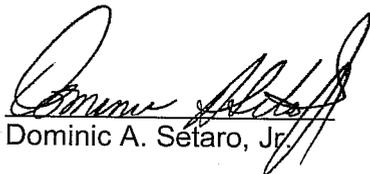
DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Gene F. Eriquez, via the Common Council
FROM: Dominic A. Setaro, Jr., Director of Finance
RE: ITEM #26 – JUNE COMMON COUNCIL MEETING
DATE: June 12, 2001

Please be advised that I have reviewed the request to purchase a City owned parcel of land, and I concur with Mr. Buckley's recommendation in his June 8, 2001 letter.


Dominic A. Setaro, Jr.

DAS/jgb



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

June 25, 2001

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: June Agenda Item No. 26
Paul DeFabritis
Request to Purchase Property – Lot B09001

Dear Mayor and Council:

The above request to purchase what the petitioner states is property owned by the City was referred to this office, the Planning Director, the Finance Director and the City Engineer for reports.

If the other reports are favorable, and if you are interested in transferring this property to the petitioner, you may wish to forward this matter to the Tax Assessor for a determination of value. In the event you decide to agree to sell this property, you must first declare it surplus and then must elect to convey it to the petitioner, or offer it for sale, through the Purchasing Agent, to the general public. Bear in mind that any proposal to dispose of an interest in municipally owned property requires Planning Commission approval and a two-thirds vote of all of the members of the Common Council (See Sec. 3-17 of the Danbury Municipal Charter).

In the event you have any questions about this, please do not hesitate to call.

Very truly yours,

Laszlo L. Pinter,
Assistant Corporation Counsel

cc: Dominic A. Setaro, Jr., Director of Finance
Dennis I. Elpern, Director of Planning & Zoning
Patricia A. Ellsworth, P.E., Assistant City Engineer

Llp/DeFabritis



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DENNIS I. ELPERN
DIRECTOR OF PLANNING

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

June 22, 2001

To: Mayor Gene F. Eriquez
Members of Common Council

From: Dennis I. Elpern

Re: Paul DeFabritis
Request to Purchase City Land
(Tax Assessor's Lot No. B09001)

We are in receipt of a request from Paul DeFabritis to purchase a two-acre parcel of land located north of Boggs Pond.

In the preparation of our proposed Plan of Conservation and Development, we reviewed all lands currently owned by the City and we also proposed lands to be purchased by the City.

We did not find reason for the City to retain ownership of this parcel.





27-June

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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

June 8, 2001

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

Dear Mayor Eriquez and Common Council Members:

At the June 5, 2001 Common Council meeting, the April 30, 2001 request from Wilbur W. Schofield, Jr. that the City purchase a piece of property on Old Post Road (Tax Assessor's Lot No. I20003) was forwarded to this office for a thirty day report (reference Item 27 of the meeting minutes).

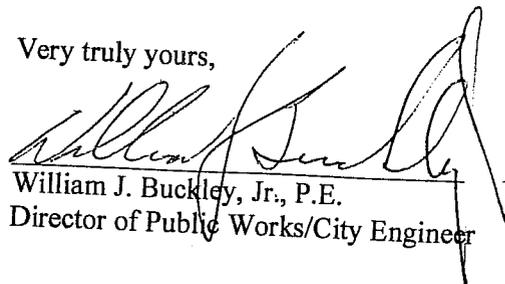
The parcel of land in question is approximately 12 acres in area and is adjacent to an unimproved section of Old Post Road. The property is steeply sloped (significant sections at slopes between 30% and 60%) from Old Post Road to its westerly property line.

This parcel of land borders on the west and south property of the Lake Waubeeka Association. This lot is bordered on the north by a 17 acre parcel of land owned by the City of Danbury that was acquired in 1985 from The C. D. Parks Company along with the parcels of land that make up the main section of Tarrywile Park. Reference is made to the enclosed map on which we have noted the relative locations of the Schofield property (Lot I20003) and other City of Danbury owned property.

If the City is desirous of extending the boundaries of the land it now owns in this area, consideration of this proposal may be warranted. Although the land is probably very rugged in nature, it would add open space area adjacent to existing City property.

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

Very truly yours,

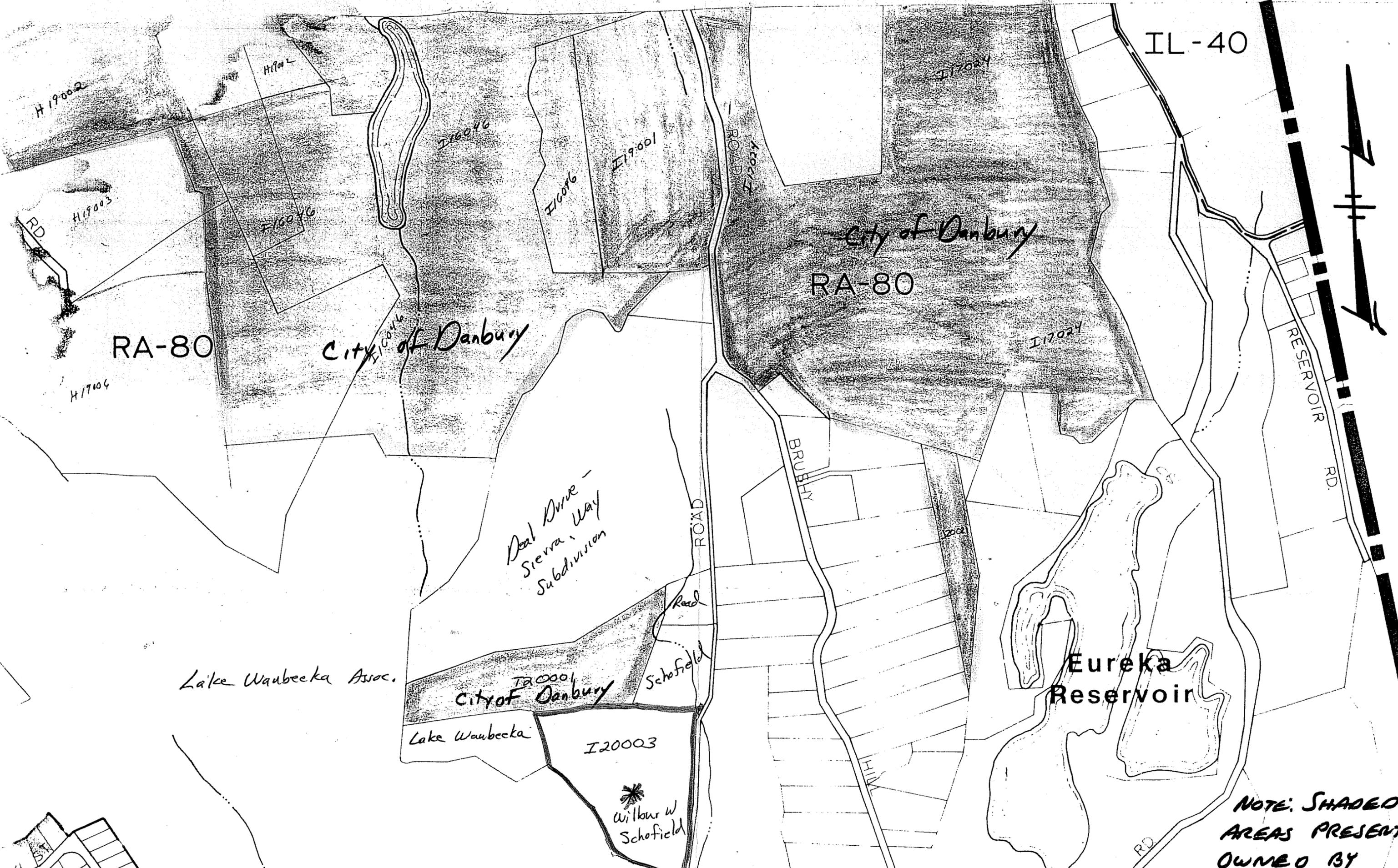

William J. Buckley, Jr., P.E.
Director of Public Works/City Engineer

Encl.

WJB/PAE/pe

- C: Dennis Elpern, with encl.
- Eric L. Gottschalk, Esq., with encl.
- Dominic A. Setaro, Jr., with encl.





IL-40

RA-80

City of Danbury

City of Danbury
RA-80

Deal Drive -
Sierra Way
Subdivision

Lake Waubeeka Assoc.

City of Danbury

Lake Waubeeka

I20003

Wilbur W
Schofield

Eureka
Reservoir

NOTE: SHADED
AREAS PRESENTLY
OWNED BY
CITY OF DANBURY



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

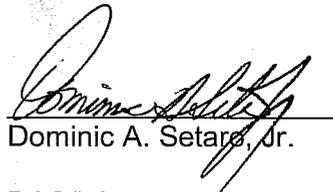
DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Gene F. Eriquez, via the Common Council
FROM: Dominic A. Setaro, Jr., Director of Finance
RE: **ITEM #27 – JUNE COMMON COUNCIL MEETING**
DATE: June 12, 2001

Please be advised that I have reviewed the request to purchase property on Old Post Road, and I concur with Mr. Buckley's recommendation in his June 8, 2001 letter.


Dominic A. Setaro, Jr.

DAS/jgb



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

June 25, 2001

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: June Agenda Item No. 27
Request to Sell Property to the City of Danbury
Lot No. I-20003/Old Post Road - Schofield

Dear Mayor and Council:

The above proposal that the City purchase property owned by the petitioner was referred to this office, the Planning Director, Director of Finance and the City Engineer for reports.

Assuming the reports from the other departments are favorable, and assuming further that you are interested in purchasing this property, you may wish to forward this request to the Tax Assessor for a determination of value, or possibly obtain an appraisal. In addition, the Planning Commission must approve the proposed purchase and funds must be available in the final amount determined.

It should be kept in mind that as with any property acquired by the City from a private owner, such property becomes tax exempt at the time of transfer. In the event you have any other questions, please do not hesitate to call.

Very truly yours,

Laszlo L. Pinter,
Assistant Corporation Counsel

cc: Dominic A. Setaro, Jr., Director of Finance
Dennis I. Elpern, Director of Planning & Zoning
Patricia A. Ellsworth, P.E., Assistant City Engineer

Lip/Schofield





CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DENNIS I. ELPERN
DIRECTOR OF PLANNING

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

June 22, 2001

To: Mayor Gene F. Eriquez
Members of Common Council

From: Dennis I. Elpern

Re: Wilbur W. Schofield
Offer to Sell Land to the City
(Tax Assessor's Lot No. I20003)

We are in receipt of an offer from Wilbur Schofield to sell to the City a 12-acre parcel of land located in the southern part of the City. This parcel borders an isolated tract of land that was part of the original purchase of the C.D. Parks lands.

We emphasize that this 17-acre tract now managed by the Tarrywile Park Authority is separated from the main Park by the Sierra Way subdivision. Consequently, a merging of the Schofield land and the 17-acre tract with the main Park is not feasible.

Consequently, we do not find reason for the City to purchase this site. Rather, our resources ought to be directed toward expanding Tarrywile Park in the manner proposed in our Plan of Conservation and Development.



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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

June 8, 2001

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

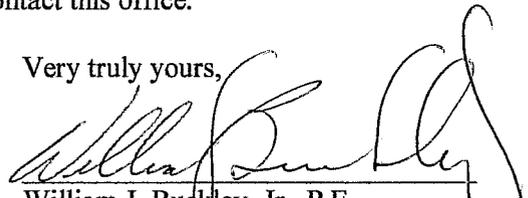
Dear Mayor Eriquez and Common Council Members:

At the June 5, 2001 Common Council meeting, the petition for a sanitary sewer extension in Alexander D Avenue was forwarded to this office for a thirty day report (reference Item 28 of the meeting minutes).

The request will be added to the list of potential sanitary sewer and water main extension projects maintained by this office. Are we correct to assume that the normal procedure (mail survey then public hearing) is to be followed?

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

WJB/PAE/pe



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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

June 11, 2001

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

RE: Referral – June 5, 2001 Common Council Meeting
Item No. 30 – Request for Abatement
Saint James Church – 25 West Street - Lot # 114147

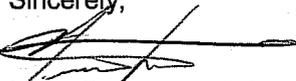
Dear Mayor Eriquez and Members of the Common Council:

I have reviewed the request from Saint James Church for abatement from the June 5, 2001 meeting. The billings for the church climbed steadily over the past year. The December 1, 2000 bill was almost double the previous quarter. The church contacted us after they received their March 1, 2001 water and sewer bill, which showed a ten-fold increase over previous quarters. We performed a complimentary waste survey and discovered a men's room toilet had a bad ball/flapper valve as noted in our letter of March 8, 2001. This was subsequently repaired by the church as noted in their May 27, 2001 letter. We have monitored their usage since the repair and can report they are back to a pre-leakage usage.

Water, whether used or wasted, must still be treated, tested, and distributed to the customers. The wastewater must be carried away, treated and tested before discharge. The responsibility for use or waste of the water is the customer. I therefore recommend the bill remain as invoiced and no adjustments be made.

I will be happy to discuss this issue with you at your convenience.

Sincerely,



Mario Ricozzi, P.E., F.ASCE
Superintendent of Public Utilities

MR:sm

cc: William J. Buckley, Jr., P.E.
Dominic Setaro

sm/c:/marioword/stjames.doc

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June 24, 2001
2 Park Place
Danbury, CT 06810

Dear Councilman Levy,

Re: Old East Ditch Flooding.

Once again our area had the inadequate storm drainage system back up and damage property. This time on Fathers Day, June 17, 2001.

Ten months have gone by since the Water Problems at 65 Main St. Committee met on August 15, 2000.

At the August 15, 2000 meeting three items were recommended.

1. We don't believe the increased level of maintenance is being done.
2. We would like to know if any smoke testing has been done.
3. We would like to know if any progress has been made in securing Federal funding.

Has any real progress been made during the last ten months? Could we please be updated?

Thank you.

Sincerely,



Margaret Mitchell

June 18, 1989
2 Park Place
Danbury, CT

Dear Mayor Sauer,

Thank you for intervening in the storm Drainage Problem
Friday, June 16, 1989, at 9:30 at night.

The problem started at the south end of Elmwood Park.
This area of Main St. often floods as the storm drainage
system is very inadequate here. Approximately four times a
year, the street becomes so flooded, that the run off
seriously inconveniences and traumatizes property owners in
its path. When flooding is this bad, motorists are also
inconvenienced, as it is necessary for the police to close
the street.

On June 16, the runaway water affected the following
properties:

63 Main St. Food Bag
65 Main St. Michael & Andrew Thompson
2 Park Pl. Margaret Mitchell
4 Park Pl. Fernando & Helen DaSilva
6 Park Pl. George & Christine Giannaras
8 Park Pl. Helen Kehagias
51 Main St. Townhouses at Danbury Commons.
A total of six cars had stalled in the west side of Main St.
before it was closed. These cars were pushed from the
water.

The Public Works Department sent truck #83F96 to help
us. Unfortunately, the storm drainage system was so full of
water, that the water entering the catch basins on the west
side of Main St., was being released from the basins on the
east side of Main St. and was then flowing through the
affected properties.

The men on the truck were extremely polite and totally
accurate, when they told us there was absolutely nothing
they could do to help us and suggested we contact the Fire
Department and request pumps.

If the rain had not stopped when it did many of us
would have had considerable damage. We were very lucky this
time.

When a problem like this occurs once or twice over a long period of time we call it "an act of God." When it happens repeatedly year after year, I call it negligence.

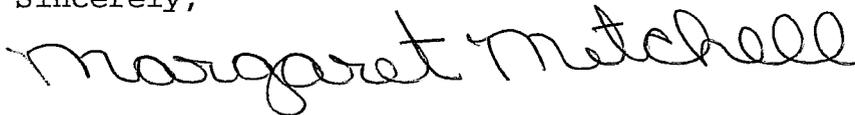
In the past, several of the affected property owners have called and tried to work with the Public Works Department. The City sent surveyors five (5) years ago and was studying this problem at that time. Since then we have had two different Mayors and three different Directors of Public Works and still no action has taken place.

Not only is this the Main St., of the City of Danbury, but it is also a State Highway. The State repaved the roadway, this last year, and put new grates on the storm drains and did absolutely nothing to correct the systems inadequate capacity.

How many more years are we supposed to pump out our houses, clean flood deposits from our lawns, and try by ourselves, at our own expense, to divert the Main St. runoff?

A problem this major on a major road should be handled by government and not borne by a handful of citizens.

Sincerely,

A handwritten signature in cursive script that reads "Margaret Mitchell".

Margaret Mitchell

Computer Output generated
July 3, 2001
from original

Filed
with City

8 Park Place
Danbury, Ct 06
Sept 14, 1984

Dear Mayor Dyer:

I am writing about the flooding in my basement at 8 Park Place in Danbury. Dates of flooding, when the fire department was called are: Aug 28, 1983, Oct 12, 1983, June 19, 1984. And on July 5, 1984 the basement flooded and we were ready to call the fire department again but the rain stopped and the water receded. We had installed a sump pump but it couldn't pump the water out fast enough. Our home is over 50 years old and this condition never existed before they put the "Cormor" in, raising the landscape and left our home as a catch basin.

We desperately need your help on this intolerable situation and thank you. I am the woman who spoke to you at the Senior picnic at the old Jail Senior Center on Wed, Sept. 12, 1984.

Sincerely yours,
Mrs. Lisa Ward
(Mrs. Peter Ward)

744-7570



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 3, 2001

Mayor Gene F. Eriquez
Members of the Common Council

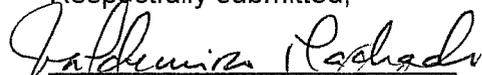
Re: Request for Sewer and Water Extensions – 8 Rose Street

The Common Council Committee appointed to review the request for sewer and water extensions at 8 Rose Street met on June 19, 2001 at 7:30 P.M. in City Hall. In attendance were committee members Machado, Shuler and Martin Moore. Also in attendance were City Engineer William Buckley and the petitioners Bradley Rodrigues and Gary Odessa.

Mr. Machado noted the positive recommendation from the Planning Commission. Mr. Buckley gave a positive view of the request. The only question pertains to the size of the pipe to be used and that the petitioners should hire an engineer. Mr. Odessa asked if a septic system could be installed. Mr. Buckley said that it could not.

Martin Moore made a motion to recommend to the Common Council the approval of the request subject to the normal eight steps. Seconded by Mr. Shuler. Motion carried unanimously.

Respectfully submitted,


VAL MACHADO, Chairman


CONNIE SHULER


MARTIN MOORE



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 3, 2001

Mayor Gene F. Eriquez
Members of the Common Council

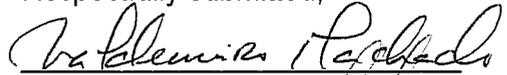
Re: **Request for Sewer Extension – 9 Segar Street**

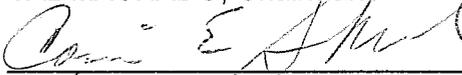
The Common Council Committee appointed to review the request for sewer extension at 9 Segar Street met on June 19, 2001 at 7:45 P.M. in City Hall. In attendance were committee members Machado, Shuler and Martin Moore. Also in attendance were City Engineer William Buckley and Kenneth Faroni for the petitioners.

Mr. Machado noted the positive recommendation from the Planning Commission. Mr. Buckley gave a positive recommendation.

Martin Moore made a motion to recommend to the Common Council the approval of the request for sewer extension subject to the normal eight steps. Seconded by Mr. Shuler. Motion carried unanimously.

Respectfully submitted,


VAL MACHADO, Chairman


CONNIE SHULER


MARTIN MOORE



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

June 25, 2001

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: 403 Main Street
Settlement of Litigation

Dear Mayor and Council:

The above matter involves a relatively minor rental property dispute, which is ready to settle, based on recent discussions by the parties.

Kindly set a short executive session at the July meeting in order that I may briefly explain the particulars of the proposed resolution for your consideration.

If you have any questions, please do not hesitate to call.

Very truly yours,

Laszlo L. Pinter,
Assistant Corporation Counsel

cc: Eric L. Gottschalk, Corporation Counsel
Dominic A. Setaro, Jr., Director of Finance
Deborah MacKenzie, Director of Welfare
James Curran, Esquire

Lip/403settle