

COMMON COUNCIL MEETING – JULY 2, 2002

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

PLEDGE OF ALLEGIANCE AND PRAYER

ROLL CALL

Nolan, McAllister, Null, Kelly, Mazzuchelli, Buzaid, Dean Esposito, Machado,
Shuler, Scozzafava, Levy, John Esposito, Saadi, Dittrich, Basso, Darius,
Furtado, Gallagher, Gogliettino, Moore, Neptune

_____PRESENT _____ABSENT

PUBLIC SPEAKING

MINUTES – Minutes of the Common Council Meeting held June 4, 2002

CONSENT CALENDAR

1 – ORDINANCE – Voting Precincts Designated

2 – ORDINANCE – Review and Evaluation of Governmental Entities

3 – ORDINANCE – Sewer and Water Connection Fees

4 – WITHDRAWN

5 – RESOLUTION – State Grant Ta’Agan Point Water

6 – RESOLUTION – Richmond Avenue Sanitary Sewer

7 – RESOLUTION – Ta’Agan Point Water Main Easements

8 – RESOLUTION – Local Law Enforcement Grant

9 – RESOLUTION – Airport Reconstruction of Taxiway A

10 – RESOLUTION – Appraisal of Airport Property

11 – COMMUNICATION – Promotion to Fire Lieutenant

12 – COMMUNICATION – Appointment as Alternate on the Youth Commission

13 – COMMUNICATION – Appointment to the Fair Rent Commission

14 – COMMUNICATION – Appointment as Deputy Fire Chief

15 – COMMUNICATION – Request for Committee to Study Unauthorized All-Terrain Vehicles at Tarrywile Park

16 – COMMUNICATION – Request for Committee to Study Veteran’s Tax Credits

17 – COMMUNICATION – Request for Committee to Study Leaf and Brush Collection

18 – COMMUNICATION – Donations to the Library

19 – COMMUNICATION – Proposed Revisions to the Wastewater Treatment Facility Service Agreement

20 – COMMUNICATION – Pleasant Acres Homeowners Association

21 – COMMUNICATION – Request for Sewer Extension – Old Shelter Rock Road

22 – COMMUNICATION – Request for Water Extension – Pembroke Road

23 – COMMUNICATION – Request for Sewers on Ivy Lane

24 – COMMUNICATION – Request for Sewer Extension at 4 Old Shelter Rock Road

25 – COMMUNICATION – Report regarding Equipment Lease

26 – COMMUNICATION – Report regarding Time Extension – 99 Federal Road

27 – COMMUNICATION – Airport Property Acquisition

28 – COMMUNICATION – Report regarding Road Widening Parcel – South King

29 – COMMUNICATION – Request for Sewer and Water Extensions – 23, 25 & 29 Sugar Hollow Road

30 – COMMUNICATION – Request for Sewer Extension – 48 Woodside Avenue

31 – COMMUNICATION – Request for Water Extension – Great Plain Road

32 – COMMUNICATION – Habitat for Humanity – Oakland Avenue

33 – COMMUNICATION – Spite Strip – Mountainview Terrace and Sunrise Road

34 – COMMUNICATION – Open Space Acquisition – Terre Haute Road

35 – COMMUNICATION – Curtiss Aero – Airport Lease

36 – COMMUNICATION – Sadler Aircraft Service, Inc. – Airport Lease

37 – REPORT – Request for Sewer Extension at 8 Claremont Terrace

38 – REPORT – Request for Traffic Light on Woodside and Route 6

39 – REPORT and RESOLUTION – Blind Brook Playground

40 – REPORT – Request for Sewer and Water Extension – Lee Avenue and Victor Street

41 – COMMUNICATION – Sun Healthcare Group, Inc. (Executive Session)

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

43 – COMMUNICATION – Donation to the Fire Department

44 – COMMUNICATION – Donation of Storage Space to the Fire Department

45 – COMMUNICATION – Report regarding Traffic Light at Caye Road

46 – COMMUNICATION – Request for Funds for HUSKY Program

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

CONSENT CALENDAR – July 2, 2002

5 – Adopt the Resolution to apply for and accept grant funding from the State of Connecticut to extend the municipal water system to the Ta'Agan Point Water Company as described.

6 – Adopt the Resolution to commence and conclude the process of statutory filing, notification and actual assessment of Richmond Avenue Sanitary Sewer.

7 – Adopt the Resolution authorizing the Corporation Counsel's Office to acquire easements associated with the Ta'Agan Point Water project as described.

8 – Adopt the Resolution to apply for and accept grant funding from the U. S. Department of Justice Assistance in the amount of \$24,233 for various Police Department equipment for the fiscal year 2002.

9 – Adopt the revised Resolution for the airport construction of Taxiway A.

12 – Approve the appointment of Judith Betman Coco as an alternate member to the Youth Commission.

13 – Approve the appointment of Lydia Yaglenski as a member of the Fair Rent Commission.

25 – Receive a report from the Planning Commission regarding equipment lease.

26 – Approve an eighteen-month extension of time for the water main extension at 99 Federal Road subject to the same conditions.

28 – Approve acceptance of a parcel of land for road widening on South King Street subject to conditions as described.

37 – Receive the report and adopt its recommendations regarding a sewer extension at 8 Claremont Terrace.

38 – Receive a report and adopt its recommendations regarding a traffic light on Woodside Avenue and Route 6.

45 – Receive reports from the Police Chief and the Fire Chief regarding street lights in the vicinity of Caye Road and take no action at this time.



CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

July 2, 2002

Honorable Helena Abrantes
City Clerk
City of Danbury

Honorable Warren Levy
President of the Common Council
City of Danbury

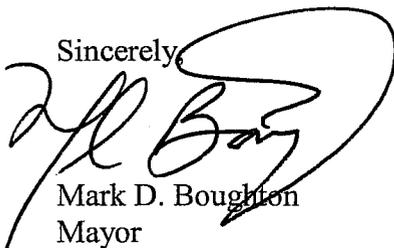
Dear Mrs. Abrantes & Mr. Levy:

I am pleased to inform you of my appointment of Dena R. Diorio as the Director of Finance for the City of Danbury with a starting date of August 5, 2002. Danbury is fortunate to have such a qualified candidate and Danbury resident for this important position after such an extensive search.

Dena Diorio has spent the past fourteen years in increasingly responsible positions in public sector organizations focusing on budget development and preparation, financial analysis and reporting, and debt management. Dena's responsibilities as the Director of Policy and Management of the City of Stamford included preparing a \$331 million annual operating budget and the execution of cost containment measures. Prior to her employment in Stamford, Ms. Diorio served as the Executive Deputy Director of the New York City Mayor's Office of Operations under Mayor Rudolph Giuliani.

Dena is a graduate of the State University of New York with a B.S. and has a Masters Degree in Public Administration from Columbia University. Her municipal financial expertise will serve the taxpayers of Danbury well in the future and she will be a fine addition to the management team of our wonderful city.

Sincerely,



Mark D. Boughton
Mayor



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

REGISTRARS OF VOTERS
(203) 797-4550

June 25, 2002

To: The Honorable Mayor Mark Boughton and Members of the Common Council

From: Marge Gallo and Jean Natale
Registrars of Voters

Re: Update and Correction to the ordinance Sec. 2-4.2 voting precincts designated.
Update the ordinance Sec. 2-4.3 voting wards of the City.

The ordinance 2-4.2 governing the voting precincts must be changed as the redistricting of the state house lines has created a new house district in Danbury.

The new voting precincts will be:

Ward 1-110	Ward 5-002
Ward 1-138	Ward 5-109
	Ward 5-110
Ward 2-138	
Ward 2-109	Ward 6-002
	Ward 6-110
Ward 3-109	
	Ward 7-002
Ward 4-109	Ward 7-110
Ward 4-110	Ward 7-138

The ordinance 2-4.3 voting ward outlines of the City have been updated to reflect the elimination of Ward 1-109 and Ward 6-138.

We are requesting the approval of the above changes from the Common Council.

Thank you,

Marge Gallo
Marge Gallo
Registrar of Voters

Jean Natale
Jean Natale
Registrar of Voters



CITY OF DANBURY

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

PLEASE REPLY TO:

DANBURY, CT 06810

June 11, 2002

Honorable Mark D. Boughton, 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 Commission for Persons with Disabilities, the Danbury Aquifer Protection Agency, the Fair Rent Commission and the Board of Ethics, each for a period of five years.

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

Sincerely,

Eric L. Gottschalk
Assistant Corporation Counsel

Enclosures

Ordinanc/2-176let



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

DANBURY, CT 06810

June 17, 2002

Honorable Mark D. Boughton, Mayor
Honorable Members of the Common Council
City of Danbury, Connecticut

Re: Ordinance Revisions §16-4(b) and 21-48(a)

Dear Mayor and Council Members:

Please find enclosed proposed ordinance revisions that incorporate corrections to amendments adopted last May on the subject of sewer and water connection fees generated by use changes. You will note that references to old and new uses were erroneously reversed in the draft that I prepared and that was subsequently considered and adopted by the Council. I apologize for the error.

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

Sincerely,

Eric L. Gottschalk

Assistant Corporation Counsel

Enclosures

Ordinanc/16-4(b) & 21-48(a)



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Mark D. Boughton via the Common Council
FROM: Dominic A. Setaro, Jr., Director of Finance
RE: STATE GRANT TAAGEN POINT WATER
DATE: June 26, 2002
CC: William Buckley, Mario Ricoszi

Attached you will find a resolution and a copy of a grant application which will allow the City to apply for a grant to extend municipal water supply to the 14 customers of the Taagen Point Water Company. The total estimated cost of the project is \$373,440 of which the State grant is estimated to be \$300,000. The balance of \$73,404 will be recovered by the City through the levying of a water assessment.

Therefore, I would ask that the Common Council approve this resolution. If you have any additional questions, feel free to give me a call.

Dominic A. Setaro, Jr.

DAS/jgb

Rev. 10-06-99

**** THE FOLLOWING ITEMS MUST BE INCLUDED IN AN APPLICATION FOR DISCRETIONARY PROJECT ASSISTANCE AND SENT TO:**

Cynthia Martin
Associate Accountant
Bureau of Water Management/Planning & Standards Division
Department of Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

DATE RECEIVED: _____
(To Be Filled In By The DEP)

STATE PROJECT NO. _____
(To Be Filled In By The DEP)

STATE OF CONNECTICUT

DEPARTMENT OF ENVIRONMENTAL PROTECTION
PLANNING AND STANDARDS DIVISION

Application for State Grant for Water Mains and Water Pollution Control Facilities pursuant to the provisions of Section 22(a)(6) of Special Act 93-2 as amended.

REQUEST FOR STATE GRANT

GRANT

REQUESTED \$300,000

LOCATION OF PROJECT:

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

(Legal Name of Applicant and Address)

(Herein called "Applicant") hereby makes application to the State of Connecticut (Herein called "State") for a Grant for:

_____ Planning

 X Design

 X Construction

Project Description: Extend municipal water supply to 14 customers of Ta'Agan Point Water Company by furnishing and installing 2,860 feet of 8-inch ductile iron water mains in Ta'Agan Point Drive, Moody Lane and Ta'Agan Point Road including service connections to 14 customers, a pressure reducing facility and abandoning the existing well. Water main extension will also provide an additional 30-35 lots in the project area the ability to connect to the City's water system.

AN APPLICATION FOR AN ENGINEERING REPORT

- A. A plan of study including:
1. The proposed planning area
 2. An identification of the entity or entities that will be conducting the planning
 3. The nature and scope of the proposed planning project and public participation program, including a schedule for the completion of specific tasks; and
 4. An itemized description of the estimated engineering report costs
- B. Proposed engineering agreements, or an explanation of the intended method of awarding agreements, for performance of any substantial portion of the project.
- C. A resolution adopted by the municipality's Water Pollution Control Authority authorizing a specific person to file the application and execute the agreement. The resolution must be certified and sealed by the Town/City clerk; and
- D. Municipality's status of compliance with the Commissioner's abatement order/consent order.
- E. Completed Commission on Human Rights and Opportunities Forms

(USE YOUR LETTERHEAD PAPER)

SUGGESTED FORMAT OF A RESOLUTION WHICH

WILL BE REQUIRED IN OBTAINING A STATE GRANT FOR WATER MAINS AND WATER POLLUTION CONTROL FACILITIES BE IT

RESOLVED THAT: _____ is hereby

Name and Title

authorized to execute and file applications, contracts and agreements on behalf of the

City of Danbury with the Commissioner of Environmental Protection
Municipality

for state grants pursuant to the provisions of Section 22(a)(6) of Special Act 93-2, June

Special Session, of the General Statutes of Connecticut , as amended, and to execute on

behalf of the City of Danbury all the applications, instruments, contracts and
Municipality

documents and accept payments and do all other things that may be necessary for state

grants for Extending municipal water supply to 14 customers of Ta'Agan Point Water Company

by furnishing and installing 2,860 feet of 8-inch ductile iron water mains in Ta'Agan Point Drive,

Moody Lane and Ta'Agan Point Road including service connections to 14 customers, a pressure

reducing facility and abandoning the existing well. Water main extension will also provide an

additional 30-35 lots in the project area the ability to connect to the City's water system.

CERTIFIED BY THE TOWN/CITY CLERK WITH SEAL. BE SURE TO INCLUDE THE DATE OF THE MINUTES OF THE MEETING.

AN APPLICATION FOR DESIGN

- A. An engineering report meeting all the requirements set forth in Section 22a-482-3(a);
- B. Proposed engineering agreements, or an explanation of the intended method of awarding subagreements, for performance of any substantial portion of the project.
- C. A resolution adopted by the municipality's Water Pollution Control Authority authorizing a specific person to file the application and execute the agreement. The resolution must be certified and sealed by the Town/City clerk; and
- D. A schedule for initiation and completion of the project work;
- E. Municipality's status of compliance with the Commissioner's abatement order/consent order.
- F. Completed Commissioner on Human Rights and Opportunities forms

AN APPLICATION FOR CONSTRUCTION

- A. All requirements for design funding assistance as specified in Section 22a-482-2(c)(2);

- B. A final legal opinion stating the acquisition of all sites, easements or rights-of-way necessary to assure undisturbed construction and operation and maintenance of the proposed **have been acquired**. The cost of any real property eligible for funding assistance must reflect fair market value as determined by standard recognized appraisal methods;

- C. Two copies of contract plans and specifications for the review and approval of the Commissioner;

- D. Evidence that local authority to construct the facilities has been obtained. A certified bonding resolution for the Total Cost of the Project

- E. Amounts and terms of any other Financial Assistance

- F. Municipality's status of compliance with the Commissioner's abatement order/consent order.

- G. Completed Commission on Human Rights and Opportunities forms

CLEAN WATER FUND CONSTRUCTION PROJECT COST ESTIMATE SUMMARY

1. GRANTEE

2. PROJECT NUMBER

<i>City of Danbury</i>	
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3. SUMMARY OF ANY MAJOR CHANGES IN THE PROJECT SINCE GRANT OFFER WAS ACCEPTED:

4. ORIGINAL/REVISED COST SUMMARY

	TOTAL PROJECT COSTS	ELIGIBLE PROJECT COSTS	GRANT ELIGIBLE COSTS	GRANT AMOUNT	LOAN AMOUNT
A. CONSTRUCTION	291,200				
CONTRACT NO.					
CONTRACT NO.					
CONTRACT NO.					
LATER CONTRACTS					
EQUIPMENT/MATERIALS					
SUBTOTAL					
B. TECHNICAL SERVICES	57,200				
C. LEGAL/FISCAL	4,000				
D. ADMINISTRATIVE	6,000				
E. CONTINGENCY	5,040				
F. INTEREST					
G. SITE	10,000				
TOTAL	373,440				

5. WAGE DETERMINATION NUMBER AND EXPIRATION (IF APPLICABLE)

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6. ATTACH THE FOLLOWING INFORMATION:

- A. A DETAILED BREAKDOWN SUPPORTING THE COST ESTIMATE SUMMARY
- B. TABULATIONS OF ALL BIDS RECEIVED
- C. COPIES OF THE BID/BIDS THE GRANTEE WISHES TO ACCEPT
- D. EVIDENCE OF ADVERTISING

7. FUNDS AVAILABLE FOR THE PROJECT

8. AMOUNT

A. CASH	
B. CLEAN WATER FUND GRANT	
C. CLEAN WATER FUND LOAN	
D. INTEREST	
TOTAL	

THE UNDERSIGNED REPRESENTATIVE OF THE GRANTEE CERTIFIES THAT THE INFORMATION CONTAINED ABOVE AND IN ANY ATTACHED STATEMENTS AND MATERIALS IN SUPPORT THEREOF IS TRUE AND CORRECT TO HIS/HER KNOWLEDGE.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE
NAME AND TITLE OF REPRESENTATIVE (TYPE OR PRINT)	



State of Connecticut - Department of Environmental Protection
 Water Management Bureau - Clean Water Fund Program

1. Grantee		2. Grant Number WS-		
3.5. Name and Address of Contractor or Subcontractor <i>City of Danbury 155 Deer Hill Avenue Danbury, CT 06810</i>		4. Subagreement Date		
		6. Services to be Furnished <i>Professional Engineering Design</i>		
7. Direct Labor (Specify Labor Categories)	Estimated Hours	Hourly Rate	Estimated Cost	TOTALS
<i>Project Managers/Project Engineers</i>	48	66.50	\$3,192.00	
<i>Professional Engineers</i>	60	36.50	2,190.00	
<i>Civil Engineers/Inspectors</i>	80	31.10	2,488.00	
<i>Drafters/CADD</i>	120	31.00	3,720.00	
<i>Technical/Clerical</i>	42	15.30	642.60	
DIRECT LABOR TOTAL	350		\$12,232.60	\$12,232.60
8. Indirect Cost (Specify indirect cost pools)	Rate	x Base	Estimated Cost	
<i>Overhead</i>				
INDIRECT COSTS TOTAL	1.156	\$12,232.60	14,140.89	14,140.89
9. Other Direct Costs			Estimated Costs	
a. Travel				
(1) Transportation	360	0.365	131.40	
(2) Per Diem				
TRAVEL TOTAL	360		131.40	
b. Printing, Materials, Supplies (Specify categories)	Quantity	Cost	Subtotal	
<i>Photography Rolls of Film</i>	0	\$15	0.00	
<i>Printing</i>	10	\$30	300.00	
EQUIPMENT TOTAL			300.00	
c. Subcontracts (Specify firm & category)				
SUBCONTRACTS TOTAL				
d. Other (Specify Categories)				
<i>Principal</i>	12	35	420.00	
OTHER TOTAL			420.00	851.40
10. TOTAL ESTIMATED COST				\$27,224.89
11. FIXED FEE OR PROFIT				
12. TOTAL PRICE	Check one: <input type="checkbox"/> Cost plus fixed fee	<input type="checkbox"/> Lump Sum	<input checked="" type="checkbox"/> Other:	\$27,224.89

14. CONTRACTOR INFORMATION

14a. Has a federal agency certified state or local agency performed any review of your accounts or records in connection with any other Federal grant or contract within the past 12 months?

No

Yes (Write name, address and telephone number of reviewing office below).

14b. This summary conforms with the following cost principals:

14c. This proposal is submitted for use in connection with and in response to _____ . This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current and accurate as of _____ , and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

Date of execution

Signature of reviewer

Title of reviewer

15. GRANTEE REVIEW

I certify that I have reviewed the cost/price summary set forth herein and the proposed cost/price appear acceptable for subagreement award.

Date of execution

Signature of reviewer

Title of reviewer

16. DEP REVIEWER

Date of execution

Signature of reviewer

Title of reviewer



State of Connecticut - Department of Environmental Protection
 Water Management Bureau - Clean Water Fund Program

1. Grantee		2. Grant Number WS-		
3,5. Name and Address of Contractor or Subcontractor <i>City of Danbury 155 Deer Hill Avenue Danbury, CT 06810</i>		4. Subagreement Date		
		6. Services to be Furnished <i>Professional Engineering Construction</i>		
7. Direct Labor (Specify Labor Categories)	Estimated Hours	Hourly Rate	Estimated Cost	TOTALS
<i>Project Managers/Project Engineers</i>	24	66.50	\$1,596.00	
<i>Professional Engineers</i>	18	36.50	657.00	
<i>Civil Engineers/Inspectors</i>	320	31.10	9,952.00	
<i>Drafters/CADD</i>	20	31.00	620.00	
<i>Technical/Clerical</i>	26	15.30	397.80	
DIRECT LABOR TOTAL	408		\$13,222.80	\$13,222.80
8. Indirect Cost (Specify indirect cost pools)	Rate	x Base	Estimated Cost	
<i>Overhead</i>				
INDIRECT COSTS TOTAL	1.156	13,222.80	15,285.56	15,285.56
9. Other Direct Costs			Estimated Costs	
a. Travel				
(1) Transportation	3000	0.365	1,095.00	
(2) Per Diem				
TRAVEL TOTAL	3000		1,095.00	
b. Printing, Materials, Supplies (Specify categories)	Quantity	Cost	Subtotal	
<i>Photography Rolls of Film</i>	2	\$15	30.00	
<i>Printing</i>	4	\$25	100.00	
EQUIPMENT TOTAL			130.00	
c. Subcontracts (Specify firm & category)				
SUBCONTRACTS TOTAL				
d. Other (Specify Categories)				
<i>Principal</i>	8	35	280.00	
OTHER TOTAL			280.00	1,505.00
10. TOTAL ESTIMATED COST				\$30,013.36
11. FIXED FEE OR PROFIT				
12. TOTAL PRICE	Check one: <input type="checkbox"/> Cost plus fixed fee	<input type="checkbox"/> Lump Sum	<input checked="" type="checkbox"/> Other:	\$30,013.36

14. CONTRACTOR INFORMATION

14a. Has a federal agency certified state or local agency performed any review of your accounts or records in connection with any other Federal grant or contract within the past 12 months?

No

Yes (Write name, address and telephone number of reviewing office below).

14b. This summary conforms with the following cost principals:

14c. This proposal is submitted for use in connection with and in response to _____ . This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current and accurate as of _____ , and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

Date of execution

Signature of reviewer

Title of reviewer

15. GRANTEE REVIEW

I certify that I have reviewed the cost/price summary set forth herein and the proposed cost/price appear acceptable for subagreement award.

Date of execution

Signature of reviewer

Title of reviewer

16. DEP REVIEWER

Date of execution

Signature of reviewer

Title of reviewer



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury desires to obtain a State of Connecticut grant for water mains and water pollution control facilities;

WHEREAS, the City of Danbury will use these grant funds to extend the municipal water supply to fourteen (14) customers of Ta'Agan Point Water Company by furnishing and installing 2,860 feet of 8-inch ductile iron water mains in Ta'Agan Pint Drive, Moody Lane and Ta'Agan Point Road, including service connection to 14 customers, a pressure reducing facility and abandoning the existing well; and

WHEREAS, the water main extension will also provide an additional 30 – 35 lots in the project area with the ability to connect to the City's water system.

NOW, THEREFORE, BE IT RESOLVED THAT, Mayor Mark D. Boughton, be and hereby is authorized to execute and file, on behalf of the City of Danbury, all applications, contracts, instruments and agreements, with the Commissioner of Environmental Protection for state grants pursuant to the provisions of Section 22(a)(6) of Special Act 93-2, June Special Session, of the General Statutes of Connecticut, as amended; to accept payments; and to execute any necessary contracts or amendments thereto should said grant be awarded to the City, and to execute any other required documents or take any other action to effectuate the purposes hereof.



6

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

June 25, 2002

PLEASE REPLY TO:

DANBURY, CT 06810

Honorable Mark D. Boughton, Mayor
Honorable Members of the Common Council
155 Deer Hill Avenue
Danbury, CT 06810

Re: June Agenda Item No. 44
Richmond Avenue Sanitary Sewer

Dear Mayor and Council:

On the June 4, 2002 Council agenda, you approved and adopted the sanitary sewer assessment for the above property. In order to conclude the process of adoption and commence the process of statutory filings, notification and actual assessment, please adopt the resolution and attachments as appended to this correspondence.

Once that is done, we will notify the Town Clerk and other necessary parties in order that the assessments may be finalized.

Please do not hesitate to call in the event you have any questions.

Very truly yours,

Laszlo L. Pinter,
Assistant Corporation Counsel

Attachments

cc: Dominic A. Setaro, Jr., Director of Finance
William J. Buckley, P.E., Director of Public Works/City Engineer
Patricia A. Ellsworth, P.E., Assistant City Engineer
Catherine Skurat, Tax Collector

Llp/sewers



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury caused a sewer line to be installed known as the Richmond Avenue Sanitary Sewer; and

WHEREAS, the General Statutes of the State of Connecticut require that assessments be made against property owners who benefit from said line; and

WHEREAS, the Common Council has determined the amount of said assessments, after public hearing, all according to law; and

WHEREAS, the Connecticut General Statutes Section 7-253 authorizes the installment payment of assessments levied as the result of benefits derived from the installation of sewerage systems; and

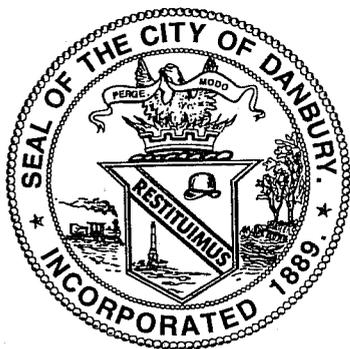
WHEREAS, said installment method of payment is deemed to be in the best interests of the City.

NOW, THEREFORE BE IT RESOLVED THAT the Assessment of Benefits fixed herein shall be due and payable on or before September 1, 2002, provided, however, that said assessments may be paid in installments in accordance herewith; and

BE IT FURTHER RESOLVED THAT the Tax Collector of the City of Danbury is hereby directed to file the appropriate Certificates of Notice of Installment Payment of Assessment of Benefits in the Land Records of the City of Danbury; and

BE IT FURTHER RESOLVED THAT the following provisions shall apply to installments of sewer benefit assessments in connection with the Richmond Avenue Sanitary Sewer:

1. The payment of any benefits by installments hereunder shall be in not more than nineteen (19) equal annual payments.
2. The minimum annual installment payment shall be One Thousand Forty One dollars and 81/100 (\$1,041.81).
3. The interest on any deferred payments hereunder shall be due at a rate per annum of 4.34 percent (4.34%). Any person may pay any installment for which he is liable at any time prior to the due date thereof and no interest on any such installment shall be charged beyond the date of such payment.
4. The Town Clerk shall record on the Land Records of the City of Danbury a certificate signed by the Tax Collector of said City in a form substantially as attached.
5. A listing of the foregoing assessment shall be filed in the Town Clerk's Office on July 11, 2002. An appeal to the superior court from such assessment must be taken with 21 days of such filing.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

CERTIFICATE OF NOTICE OF INSTALLMENT PAYMENT OF ASSESSMENT OF BENEFITS

The undersigned Tax Collector of the City of Danbury in the County of Fairfield, State of Connecticut, hereby certifies from the date hereof an installment payment plan is in effect for payment of an assessment of benefits for the installation of a sewage system, in favor of the City of Danbury, upon real property situated in said City, which real property is more fully described in the City Land Records in:

Vol.

Page

The notice of such assessment of sewage benefits herein certified is to _____ (owner of property), the principal of which is \$ _____ due to said City of Danbury, together with legal interest fees and charges thereon assessed on June 4, 2002, in the name of _____, and the same becomes due on September 1, 2002 and may be paid in annual minimum installment payments of \$ 1,041.81 each plus interest at the rate of 4.34 percent (4.34%) on the unpaid balance and continuing to _____.

This certificate is filed pursuant to Section 7-253 of the General Statutes, as amended.

The property assessed is:

Lot _____

Street _____

Item No. _____

Tax Collector

Received _____

At _____ m.

Recorded in the Danbury Land Records

Vol. _____ Page _____

Town Clerk

AND BE IT FURTHER RESOLVED THAT the Assessments of Benefits by virtue of the construction of the sewer project are hereby fixed as follows:

(list attached)



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

June 18, 2002

7
WILLIAM J. BUCKLEY, JR., P.E.
DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

Honorable Mark D. Boughton, Mayor
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Boughton and Common Council Members:

Ta'Agan Point Water Main Easements
Project No. 00-17

At the June 4, 2002 Common Council meeting, our department was authorized to finalize plans for the above noted project and to put the project out to bid.

To complete this project, easements are required from three property owners. We hereby request that the Common Council authorize the Corporation Counsel's office to acquire permanent and temporary construction easements from:

Genevieve G. Schrank (Tax Assessor's Lot No. I06014)
75 Ta'Agan Point Road
Danbury, CT 06811-3838

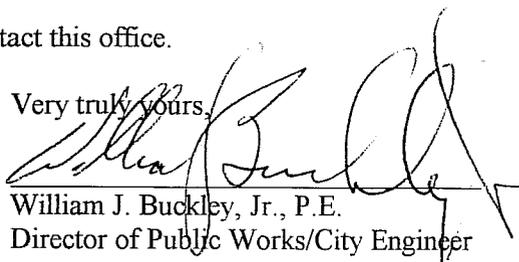
Oleg and Fanya Sokolov (Tax Assessor's Lot No. I07090)
40 Wendy Way
Danbury, CT 06811

The Estates of Mrs. Howard P. Shepard, Marjorie Shepard and Howard P. Shepard, Jr.
(passway - no Tax Assessor's lot number)

Enclosed please find copies of the maps and legal descriptions prepared by our office for the proposed three water line easements that are needed.

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.



RECYCLED PAPER: Eric L. Gottschalk, Esq., with encl. (2 sets)
Mario Ricoszi, P.E.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

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

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

WHEREAS, the system remains inadequate, unreliable and at times unsafe; and

WHEREAS, the State of Connecticut has ordered the City of Danbury to acquire the Ta'Agan Point Water Company as a means of insuring that the Ta'Agan Point water supply is adequate, reliable and safe; and,

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT the Corporation Counsel of the City of Danbury is hereby authorized to acquire certain water line easements from the affected property owners on or before January 1, 2003, either by negotiation or by eminent domain through the institution of suits against said property owners, their successors and assigns and their mortgage holders and encumbrancers, if any. Property descriptions describing the affected areas are attached hereto and incorporated herein as Exhibits A through C.

**THE ESTATES OF MRS. HOWARD P. SHEPARD, MARJORIE SHEPARD
AND HOWARD P. SHEPARD, JR.
TA'AGAN POINT DRIVE**

A certain piece or parcel of land containing 116 square feet, more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut at Ta'agan Point Drive bounded and described as follows:

Commencing at a point on the most southeasterly corner of Ta'agan Point Drive at the northeasterly corner of land herein described, thence running southerly through the land of the Grantor S. $05^{\circ} 38' 25''$ E. a distance of 7.23 feet to the northeasterly corner of land now or formerly of Oleg Sokolov and Fanya Sokolova, thence turning and running westerly along the northerly boundary line of land now or formerly of Oleg Sokolov and Fanya Sokolava, S. $78^{\circ} 24' 05''$ W. a distance of 15.04 feet to a point, thence turning and running northerly through the land of the Grantor, N. $12^{\circ} 01' 45''$ W. a distance of 7.79 feet to a point on the southerly boundary line of Ta'agan Point Drive, thence turning and running easterly along the southerly boundary line of Ta'agan Point Drive, N. $80^{\circ} 33' 17''$ E. a distance of 15.82 feet to the point or place of the beginning.

Bounded :

Northerly : By Ta'agan Point Drive

Easterly : By other land of the Grantor.

Southerly : By land now or formerly of Oleg Sokolov and Fanya Sokolova.

Westerly : By other land of the Grantor.

Together with a 15.00 feet wide temporary construction easement adjacent and parallel to the westerly side of the above referenced water main easement.

For a more particular description of the water main easement, reference is made to a map entitled "Map Showing Proposed 15.0 Wide Water Main Easement Through the Property of The Estates of Mrs. Howard P. Shepard, Marjorie Shepard and Howard P. Shepard, Jr. To Be Acquired By The City of Danbury Ta'agan Point Drive, Danbury, Connecticut Scale 1' = 20' dated November 6, 2000" with latest revision date of June 10, 2002 and certified substantially correct by Ireneo H. Despojado, P.E. & R.L.S. No. 12050 and which map is to be filed in the office of the Danbury Land Records.

**WATER LINE EASEMENT
GENEVIEVE G. SCHRANK - TA'AGAN POINT ROAD**

All that certain piece or parcel of land, containing 775 square feet (0.0178 Acres), more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut at Ta'Agan Point Road bounded and described as follows:

Commencing at a point on the southerly street line of Ta'Agan Point Road turnaround, said point being the northeasterly corner of land herein described and being the northwesterly corner of an existing 10.00 feet wide water line easement that runs through the land of the Grantor located on the easterly and southerly boundary line of the land of the Grantor, thence running southerly through land of the Grantor along the westerly line of the existing 10.00 feet wide water line easement S. 13° 21' 42" E. a distance of 150.49 feet to a point, thence turning and running westerly through land of the Grantor and along the northerly line of the existing 10.00 foot wide water line easement S. 80° 49' 57" W. a distance of 5.41 feet to a point, thence turning and running northerly through the land of the Grantor N. 13° 21' 42" W. a distance of 151.75 feet to a point on the southerly line of Ta'Agan Point turnaround, thence turning and running easterly along the southerly line of Ta'Agan Point on a curve to the left with a delta angle of 08° 59' 14", a radius of 32.33 feet and length of curve of 5.071 feet to the point or place of beginning.

Bounded:

Northerly : By Ta'Agan Point Road.

Easterly and : By the existing 10.00 feet wide water line easement in favor of
Southerly : The City of Danbury.

Westerly : By other land of the Grantor.

Together with a 10.00 feet wide temporary construction easement adjacent and parallel to the westerly side of the above referenced water main easement.

For a more particular description reference is made to a map entitled " Map Showing Proposed 5.00 Foot Wide Permanent Water Line Easement To Be Acquired by The City of Danbury From Genevieve G. Schrank Ta'Agan Point Road, Danbury, Connecticut Scale : 1" = 20' June 6, 2002" prepared by the Engineering Department of the City of Danbury and certified substantially correct by Ireneo H. Despojado, P.E.&L.S. which map is to be filed in the Danbury Land Records.

**OLEG SOKOLOV AND FANYA SOKOLOVA
WATER LINE EASEMENT
40 WONDY WAY**

A certain piece of land containing 2,375 square feet, more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut at 40 Wondy Way bounded and described as follows:

Commencing at a point on the northerly side of Wondy Way at the southeasterly corner of land of herein described, which point also being the southeasterly corner of the land of the Grantor, thence running along the northerly side of Wondy Way S. 77° 58' 15" W. a distance of 15.00 to a point, thence turning and running northerly through the land of the Grantor N. 12° 01' 45" W. a distance of 158.41 feet to a point on the northerly boundary line of the land of the Grantor, thence turning and running easterly along the northerly boundary line of the Grantor N. 78° 24' 05" E. a distance of 15.00 feet to the northeasterly corner of the land of the Grantor, thence turning and running southerly along the easterly boundary line of the Grantor S. 12° 01' 45" E. a distance of 158.30 feet to the point or place of beginning.

Bounded :

Northerly : By land now or formerly The Estates of Mrs. Howard P. Shepard, Marjorie Shepard and Howard P. Shepard, Jr.

Easterly : By land of now or formerly of Suzanne Marie Lee.

Southerly : Wondy Way

Westerly : By other land of the Grantor.

Together with a 15.00 feet wide temporary construction easement adjacent and parallel to the westerly side of the above referenced water main easement.

For a more particular description of the water main easement, reference is made to a map entitled, " Map Showing Proposed 15.0' Wide Water Main Easement Through the Property of Oleg Sokolov and Fanya Sokolava To Be Acquired By The City of Danbury 40 Wondy Way, Danbury, Connecticut Scale 1" = 20' dated November 1, 2000" with latest revision date of June 10, 2002 and certified substantially correct by Ireneo H. Despojado, P.E. & R.L.S. No. 12050 and which map is to be filed in the office of the Danbury Land Records.

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Bounded :

Northerly : By Ta'agan Point Drive

Easterly : By other land of the Grantor.

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Bounded:

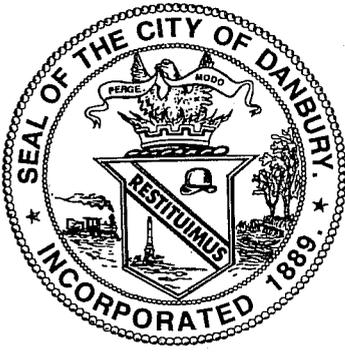
Northerly : By Ta'Agan Point Road.

Easterly and Southerly : By the existing 10.00 foot wide water line easement in favor of The City of Danbury.

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RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

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

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

WHEREAS, the system remains inadequate, unreliable and at times unsafe; and

WHEREAS, the State of Connecticut has ordered the City of Danbury to acquire the Ta'Agan Point Water Company as a means of insuring that the Ta'Agan Point water supply is adequate, reliable and safe; and,

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT the Corporation Counsel of the City of Danbury is hereby authorized to acquire certain water line easements from the affected property owners on or before January 1, 2003, either by negotiation or by eminent domain through the institution of suits against said property owners, their successors and assigns and their mortgage holders and encumbrancers, if any. Property descriptions describing the affected areas are attached hereto and incorporated herein as Exhibits A through C.



8

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: HON. MARK D. BOUGHTON VIA THE COMMON COUNCIL
FROM: DOMINIC A. SETARO, JR., DIRECTOR OF FINANCE
RE: RESOLUTION – LOCAL LAW ENFORCEMENT GRANT
DATE: JUNE 19, 2002
CC: R. L. PAQUETTE, LT. GANTERT

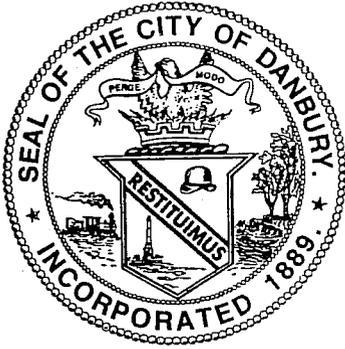
Attached for your review is a resolution that allows the city of Danbury Police Department to apply for and accept grant funding from the U.S. Department of Justice Assistance (BJA). This grant in the amount of \$24,233 requires a local match of \$2,693. The funding for the local match is available in the Police Department Budget.

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


Dominic A. Setaro, Jr.

DAS/ncl

Attach.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the U.S. Department of Justice, Bureau of Justice Assistance (BJA) under the Fiscal Year 2002 Omnibus Appropriations Act (Pub. L. 104 208) has advised the City of Danbury of its eligibility to apply to BJA for a direct award of \$24,233.00 under this program with a local cash match of \$2,693.00 required; and

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

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

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



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

DEPARTMENT OF POLICE
120 MAIN STREET

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

June 10, 2002

To: Robert L. Paquette
Chief of Police

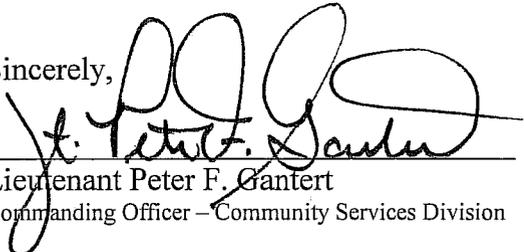
From: Lieutenant Peter F. Gantert
Community Services Division

RE: FY 2002 Local Law Enforcement Block Grant program

IMPACT STATEMENT

Currently FY 2002 LLEBG grant funds are available to the city. The award is in the amount of **\$24,233.00** and will require the city to authorize matching funds in the amount of **\$2,693.00**; bringing the total for the grant award to **\$26,926.00**.

Sincerely,



Lieutenant Peter F. Gantert
Commanding Officer - Community Services Division

BJA Bureau of Justice Assistance



ASK BJA SITE MAP HOME

- ▶ WHAT'S NEW
- ▶ GRANT PROGRAMS
- ▶ GRANTEE RESOURCE CENTER
- ▶ JUSTICE TOPICS
- ▶ PUBLICATIONS
- ▶ TRAINING & TECHNICAL ASSISTANCE
- ▶ MESSAGE FROM THE DIRECTOR
- ▶ ABOUT BJA

GRANT PROGRAMS

Search BJA



LLEBG Program Requirements

Eligible Recipient:

To be considered eligible for the LLEBG Program, a jurisdiction must be a general purpose unit of local government. Units of local government are cities, counties, Indian tribes, parishes, towns, townships, villages, Alaska Native villages, and parish sheriffs (in the state of Louisiana) that carry out substantial governmental duties. The unit of local government must report, via its law enforcement agencies, to the Uniform Crime Reports (UCR) Program of the Federal Bureau of Investigation (FBI).

Public Safety Officers' Health Benefits (PSOHB) Provision:

Section 615 of the Fiscal Year (FY) 2002 Appropriations Act requires a unit of local government to provide a public safety officer *who retires or is separated from duty due to a personal line-of-duty injury suffered as a direct and proximate result of responding to a hot pursuit or an emergency situation* with health benefits at the time of separation that are the same as or better than those he or she received while on duty.

To be eligible to receive the entire amount of allocation under the LLEBG Program, a unit of local government must be in compliance with this provision. If not in compliance, the unit will forfeit 10 percent of its eligible amount. The LLEBG Internet-based application system provides further information about this provision.

Advisory Board:

A unit of local government must establish or designate an advisory board to review the proposed use of funds to be received under the LLEBG Program. The board must be designated to make nonbinding recommendations for the proposed use of funds. The advisory board must include a member from each of the following local organizations: law enforcement agency; prosecutor's office; court system; school system; and a nonprofit, educational, religious, or community-based group active in crime prevention or drug-use prevention or treatment.

Public Hearing:

Each jurisdiction must hold at least one public hearing regarding the proposed use of funds prior to the receipt and obligation of funds. Jurisdictions should encourage public attendance and participation while abiding by their local public hearing policies and procedures.

Matching Funds:

Each recipient jurisdiction is responsible for satisfying a local cash match. Under the LLEBG Program, a jurisdiction's LLEBG funds may not exceed 90 percent of **total** program costs. A recipient jurisdiction's local cash match requirement is 1/9 of the federal LLEBG funds expended. All recipients must maintain records that clearly track the source, amount, and timing of all matching contributions.

Trust Fund:

Each recipient jurisdiction must establish a trust fund in which to deposit LLEBG Program funds. The trust fund does not have to be an interest-bearing fund. The trust fund account must include the following four characteristics:

trust account must include the following four characteristics:

1. The account may earn interest, but any earned interest (on federal funds) must be used for LLEBG Program purposes.
2. The recipient must be able to account for the federal award amount.
3. The recipient must be able to account for the local match amount.
4. The recipient must be able to account for the interest earned, if any.

If the above four requirements are met with the jurisdiction's existing system, a separate system does not have to be established. The unit of local government, not the implementing or law enforcement agency, should establish and maintain the trust fund.

There is no requirement that state matching funds be deposited in a trust fund account. Likewise, there is no requirement that interest earned on local matching funds be applied toward LLEBG-funded programs.

Expenditure Period:

All federal funds, including interest earned, revenue, dividend, and local matching funds **must** be spent within the 24-month expenditure period. Unspent funds must be returned to the Office of Justice Programs (OJP) within 90 days of program termination.

Quarterly Financial Reporting Requirement:

All LLEBG Program award recipients are required to submit quarterly financial status reports in the format of the SF-269A form (short form). The SF-269A form is a report of quarterly expenditures.

Your jurisdiction's SF-269A report form is due within 45 days of the end of each calendar quarter—even if LLEBG funds have not yet been drawn down or no funds were expended during the quarter.

Each recipient jurisdiction must submit an SF-269A financial report on a quarterly basis, beginning with the first quarter of the grant period through the quarter in which all program funds, federal funds, matching funds, and interest earned (if any) are expended.

Under the LLEBG Program, all program funds must be expended within a 24-month expenditure period.

The recipient jurisdiction must submit a separate quarterly SF-269A report for each fiscal year LLEBG award.

Interest income (if earned) must be treated and reported as program income. Interest earned should be reported on the SF-269A report in Box 12D, "Program Income-Other." The quarterly status of the interest earned should be reported in Box 12E, "Expended," and Box 12F, "Unexpended."

The required local cash match for the LLEBG Program is identified in the FY's LLEBG Award Special Conditions. The cash match amount must be reported on the quarterly SF-269A report in Box 10B, "Recipient Share of Outlays." The full match amount must be expended by the end of the 24-month expenditure period. The local match requirement is 1/9 of the federal LLEBG award amount.

Upon expenditure of all program funds, a final SF-269A report must be submitted and marked "Final Report" (Box 6).

The quarterly SF-269A report is NOT to be used as a request for reimbursement of those expenses reported.

For assistance concerning the preparation and submission of quarterly SF-269A financial reports, please call the Office of the Comptroller's Customer Service Line at 1-800-458-0786 or the OJP Support Services Line at 1-888-549-9901, option #2.

Programmatic Progress Reports:

The submission of narrative programmatic progress reports is no longer required under the LLEBG Program. However, you are responsible for providing to BJA information to update the Project Information and Allocation Details you submitted during the Request for Drawdown (RFD) phase.

To maintain current and accurate data, use the Grant Changes Tab to update and revise your jurisdiction's Project Information and Allocation Details. Read the instructions in the following section, "LLEBG Project Modification(s)."

LLEBG Project Modification(s):

To update the Project Information and Allocation Details in the Grants Management System (GMS), follow the steps below:

- Log in to GMS.
- Access the appropriate FY's LLEBG award.
- Go to the Grant Changes Tab.
- Update your jurisdiction's LLEBG project information and allocation details.

Additional Grant Changes:

Within GMS, through the Grant Changes Tab, you may make all revisions to your LLEBG electronic files. The official Application, Award, and RFD are separate one-time submissions. Once this information is submitted, it may not be changed. Through the Grant Changes Tab, you may update information as needed, but it will not replace the original information maintained in the Application, Award, or RFD Tabs. The Grant Changes Tab will always contain the most recent information on record. It will allow you to update the name of your jurisdiction's Chief Executive Officer (CEO), Point-of-Contact information, and Project Information and Allocation Details.

[Return to LLEBG Home](#)

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**FY 2002 Local Law Enforcement Block Grants
Program
Danbury City, CT**



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The LLEBG Trust Fund Requirement

[CEO Information](#)

All direct LLEBG recipients and State subrecipients must establish a **trust fund** in which to deposit LLEBG Program funding. The trust fund may or may not be an interest bearing account. Regardless of the type of account selected, the trust fund must protect the principal. The trust fund must be established by the recipient jurisdiction, not by the implementing agency/ies. For example, in the case of a city award, the city manager or mayor's office must establish the trust fund, not the police department. In some jurisdictions, the term "Special Revenue Fund" may denote the same attributes as the definition for trust fund under the LLEBG Program.

[Program Contact Information](#)

[Certifications](#)

[Award and Match](#)

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An LLEBG recipient's trust fund must include the following four features:

[Decline Funds](#)

1. The fund may earn interest, but any earned interest must be used for program purposes. The trust fund does not have to be an interest bearing fund.
2. The recipient must be able to account for the Federal award amount.
3. The recipient must be able to account for the local match amount.
4. The recipient must be able to account for any interest earned.

[Help/Frequently Asked Questions](#)

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I have read the above requirement.



FY 2002 Local Law Enforcement Block Grants Program Danbury City, CT



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PSOHB Compliance

[CEO Information](#)

Please follow these steps to complete this screen:

[Program Contact Information](#)

1. Open and review the Compliance requirements of the Public Safety Officers' Health Benefits (PSOHB) Provision.
2. Is your jurisdiction in compliance with the PSHOB Provision?

[Certifications](#)

Yes No

[Award and Match](#)

[Submit Application](#)

By answering "YES" you certify that your jurisdiction, NOT the implementing agency, provides the same or better level of health insurance benefits to a public safety officer who retires or is separated from service, as a direct or proximate result of personal injury sustained in the line of duty while responding to a hot pursuit or emergency situation, as the officer was receiving while on active duty.

[Decline Funds](#)

[Help/Frequently Asked Questions](#)

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FY 2002 Local Law Enforcement Block Grants Program Danbury City, CT



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Single Point of Contact Review

[CEO Information](#)

If a Block Grants Program has been selected for review under Executive Order 12372, "Intergovernmental Review of Federal Programs," then the applicant is required to submit a copy of its application to the State Point of Contact (SPOC).

[Program Contact Information](#)

[Click here](#) for a list of all State SPOCs. If your State is not listed, then you are not required to send a copy of your application to a SPOC.

[Certifications](#)

[Award and Match](#)

Each applicant must check the box below:

[Submit Application](#)

If my jurisdiction has a SPOC, then I will send or fax a copy of our application to our SPOC. Documentation supporting this action will be maintained on-site and will be available for review upon request.

[Decline Funds](#)

At the end of the application process you will be given an opportunity to print a formal copy of your application.

[Help/Frequently Asked Questions](#)

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**FY 2002 Local Law Enforcement Block Grants
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Danbury City, CT**



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State Administrative Agency Review

[CEO Information](#)

Eligible units of local government must submit a copy of their application to the designated State Administrative Agency (SAA).

[Program Contact Information](#)

[Click here](#) for a list of State Administrative Agencies.

[Certifications](#)

My jurisdiction will send a copy of our application to our State Administrative Agency. Documentation supporting this action will be maintained on-site and will be available for review upon request.

[Award and Match](#)

[Submit Application](#)

At the end of the application process you will be given an opportunity to print a formal copy of your application.

[Decline Funds](#)

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FY 2002 Local Law Enforcement Block Grants Program Danbury City, CT



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Grant Handbook

Award and Match

[Overview](#)

The following is the summary information for the total amount of LLEBG funds for which you are applying:

[CEO Information](#)

Eligible Award Amount

[Program Contact Information](#)

Your jurisdiction's Eligible Award Amount, **not** including PSOHB compliance status, is reflected in this figure.
\$24,233

[Certifications](#)

Final Award Amount

[Award and Match](#)

The Final Award Amount shown below includes the adjustments to your eligible award amount due to the PSOHB compliance status of your jurisdiction.
\$24,233

[Submit Application](#)

[Decline Funds](#)

Match Amount

The LLEBG Program requires a 10 percent cash match, calculated as one-ninth of the Final Award Amount, with no waiver provision (except for American Samoa, Guam, Northern Mariana Islands, and U.S. Virgin Islands). Federal funds may not exceed 90 percent of total program costs. Your match amount has been automatically calculated based on the Final Award Amount.
\$2,693

[Help/Frequently Asked Questions](#)

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Matching Funds Code

M1-State and Local Government Units

NOTE: You must click on the "Accept" button at the bottom of the page before closing this window

ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting

with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

13. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

OJP Form 4000/3 (Rev. 7-00)

I Accept

NOTE: You must click on the "Accept" button at the bottom of the page before closing this window

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person 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 the making of any Federal grant, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are 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 (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about
- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

OJP Form 4061/7 (Rev. 7-00)

I Accept



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the U.S. Department of Justice, Bureau of Justice Assistance (BJA) under the Fiscal Year 2002 Omnibus Appropriations Act (Pub. L. 104 208) has advised the City of Danbury of its eligibility to apply to BJA for a direct award of \$24,233.00 under this program with a local cash match of \$2,693.00 required; and

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

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

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



9

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

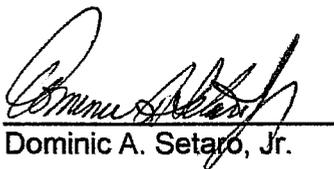
MEMORANDUM

TO: Hon. Mark D. Boughton, via the Common Council
FROM: Dominic A. Setaro, Jr., Director of Finance
RE: AIRPORT RECONSTRUCTION OF TAXIWAY A
DATE: June 4, 2002
CC: Paul Estefan

The State of Connecticut has requested a revised resolution for the above-named project, which now authorizes Mark D. Boughton as Mayor to make application for said grant.

I would ask that the Common Council approve the attached revised resolution.

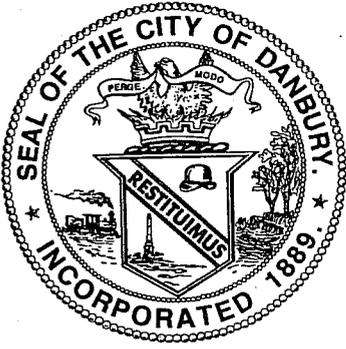
Should you need any additional information, feel free to give me a call.



Dominic A. Setaro, Jr.

DAS/jgb

Attach.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

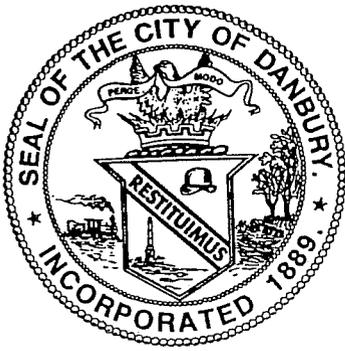
RESOLVED by the Common Council of the City of Danbury:

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 reconstruct, mark and light taxiway "A" at the Danbury Municipal Airport which will improve the safety and efficiency of airport operations; and

WHEREAS, the City of Danbury will make an amended application for a federal and state grant in an amount not to exceed \$2,761,176.00 with a local match of two and one-half percent (2 1/2%) equaling an amount not to exceed \$70,801.00.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor of the City of Danbury, Mark D. Boughton, 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.



July 2002

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

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 reconstruct, mark and light taxiway "A" at the Danbury Municipal Airport which will improve the safety and efficiency of airport operations; and

WHEREAS, the City of Danbury will make an amended application for a federal and state grant in an amount not to exceed \$2,761,176.00 with a local match of two and one-half percent (2 1/2%) equaling an amount not to exceed \$70,801.00.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor of the City of Danbury, Mark D. Boughton, 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., 200_

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 reconstruct, mark and light taxiway "A" at the Danbury Municipal Airport which will improve the safety and efficiency of airport operations; and

WHEREAS, the City of Danbury will make an amended application for a federal and state grant in an amount not to exceed \$2,761,176.00 with a local match of two and one-half percent (2 1/2%) equaling an amount not to exceed \$70,801.00.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor of the City of Danbury, Mark D. Boughton, 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.

The undersigned City Clerk of the City of Danbury hereby certifies and attests that the undersigned has access to the official records of the Common Council, that the foregoing resolution was duly adopted by said Common Council of the City of Danbury and that such resolution has not been amended or altered and is in full force and effect on the date stated below.

City of Danbury

Jean Natale
City Clerk, City of Danbury

DATE: _____



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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

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

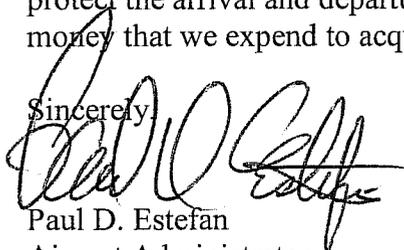
June 11, 2002

Mayor Mark Boughton
Members of the Common Council
City Hall
155 Deer Hill Avenue
Danbury, Connecticut

Dear Mayor & Council Members;

I am requesting \$20,000.00 to do an appraisal and review appraisal of property surrounding the airport for acquisition. The property we are looking at if acquired will protect the arrival and departure path of a runway. The FAA has been contacted and any money that we expend to acquire this property is re-imburseable under the Federal Grant.

Sincerely,



Paul D. Estefan
Airport Administrator

Cc: File
boughton8



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. Mark D. Boughton via the Common Council
FROM: Dominic A. Setaro, Jr., Director of Finance
RE: **AIRPORT PROPERTY APPRAISAL**
DATE: June 26, 2002
CC: Paul Estefan

CERTIFICATION #2

As per the attached request from Airport Administrator Paul Estefan, I hereby certify the availability of \$20,000 to be transferred from the Contingency Fund to the Airport's "Professional Services" line item, Account #9200-5311.

Balance of Contingency	\$630,000
Less this request	<u>- 20,000</u>
Balance	\$610,000

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

Dominic A. Setaro, Jr.

DAS/jgb



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury wishes to apply to the Federal Aviation Administration for grant funding, which if approved will enable it to acquire 10.7 acres of land on Miry Brook Road (Tax Assessor's lots #s E19017, E19024-27, E19031-33 and T.C. 6262); and

WHEREAS, pursuant to the Federal Aviation Administration grant application process, 90% of the grant funds will be committed by the Federal Aviation Administration, 7.5% of the grant funds will be committed by the State of Connecticut and the City will be responsible to fund 2.5% of the total grant amount, if the City ultimately decides to acquire the above-mentioned real property.

NOW THEREFORE BE IT RESOLVED, that the Common Council authorizes Mayor Mark D. Boughton and Paul D. Estefan, Airport Administrator, to apply to the Federal Aviation Administration to obtain grant funding to acquire the above-mentioned real property; to obtain the real property appraisals as are necessary to file the grant application; to hire a consultant to assist in the land acquisition application process; to appropriate the 2.5% of the total grant amount, if the grant is approved; to execute any necessary documents; and to take any additional actions necessary to effectuate the purposes hereof.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury wishes to apply to the Federal Aviation Administration for grant funding, which if approved will enable it to acquire 10.7 acres of land on Miry Brook Road (Tax Assessor's lots #s E19017, E19024-27, E19031-33 and T.C. 6262); and

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NOW THEREFORE BE IT RESOLVED, that the Common Council authorizes Mayor Mark D. Boughton and Paul D. Estefan, Airport Administrator, to apply to the Federal Aviation Administration to obtain grant funding to acquire the above-mentioned real property; to obtain the real property appraisals as are necessary to file the grant application; to hire a consultant to assist in the land acquisition application process; to appropriate the 2.5% of the total grant amount, if the grant is approved; to execute any necessary documents; and to take any additional actions necessary to effectuate the purposes hereof.



11

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

June 26, 2002

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Common Council Members:

I hereby submit for your confirmation the following appointment to the position of Fire Lieutenant within the Danbury Fire Department:

Eric P. Handau
136 Pembroke Road, #1
Danbury, CT 06811

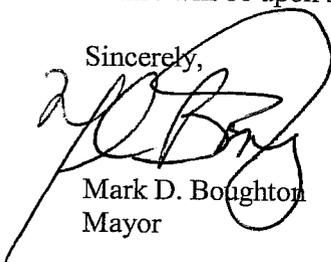
He is a resident of Danbury and has eight years of service to the Danbury Fire Department. Eric has a Bachelor's degree in Business Administration and is attending the Masters program at the University of New Haven.

Eric is the founder of the Danbury Fire Department File of Life Program, designed to our senior citizens. He has been an active participant in our Mock DUI crashes, baby-sitter education programs and is the recipient of numerous Department awards and citations.

Aside from his community involvement, Eric has completed State fire certifications through the Fire Officer I level. He is a fire service instructor, a paramedic and a Hazardous Materials technician active on the Department's team.

Thank you for your consideration of this appointment. Upon your confirmation, the effective date of hire will be upon swearing in.

Sincerely,



Mark D. Boughton
Mayor



12

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

June 26, 2002

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

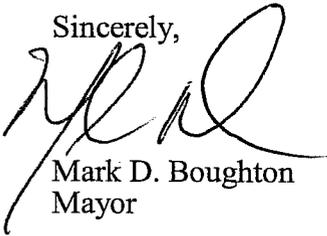
I hereby submit for your confirmation the appointment of the following individual as an Alternate Member of the Youth Commission with a term to expire June 1, 2005:

Judith Betman Coco [U]
8 High Meadow Hill
Danbury, CT 06811

Ms. Coco is an active member of the community and a long time resident of Danbury.

Thank you for your consideration of this appointment.

Sincerely,



Mark D. Boughton
Mayor



13

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

June 26, 2002

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

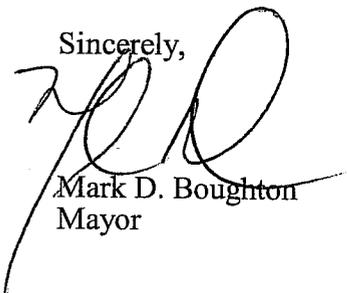
I hereby submit for your confirmation the appointment of the following individual as a Member of the Fair Rent Commission with a term to expire July 1, 2005:

Lydia Yaglenski [R]
61 Padanaram Road
Danbury, CT 06811

Mrs. Yaglenski is an active member of the community and a long time resident of Danbury.

Thank you for your consideration of this appointment.

Sincerely,



Mark D. Boughton
Mayor



CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

June 26, 2002

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Common Council Members:

I hereby submit for your confirmation the following appointment to the position of Deputy Fire Chief within the Danbury Fire Department:

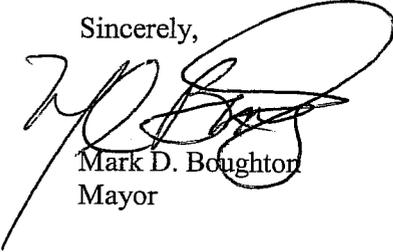
Philip D. Curran
25 Belmont Circle
Danbury, CT 06810

Philip is a long time resident of Danbury with thirty-two years of exceptional service to the Danbury Fire Department. Phil studied Fire Technology at Norwalk Community College, attended Western Connecticut State University and completed numerous specialty courses at the National Fire Academy in Emmitsburg, Maryland. He is a Certified State of Connecticut Fire Safety Officer, Connecticut State Certified Instructor for Incident Command and Certified State of Connecticut Fire Safety Officer I & II.

Mr. Curran is a highly decorated firefighter with two Honorable Duty Awards and six Unit Citations. He was instrumental in the organization of the Melody-Halas Memorial Trust Fund, served in various offices of Local 801, served as Treasurer of the Sick Surgical Fund for thirty years and Chairman of the Fire Pension Board since 1981. Active in the community, Phil gives generously of his personal time to various organizations. Phil and his wife, Margaret Mary, have raised their eight children in Danbury.

Thank you for your consideration of this appointment. Upon your confirmation, the effective date of hire will be upon swearing in.

Sincerely,



Mark D. Boughton
Mayor



15

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

June 26, 2002

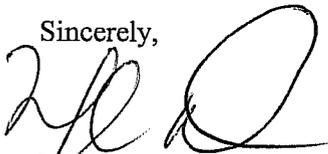
Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Common Council Members:

I am writing to request a Common Council Ad Hoc Committee to study the problem of unauthorized All-Terrain Vehicle use at Tarrywile Park. I have met with the authorities of Tarrywile Park and feel we should quickly address this challenge.

Thank you for your consideration of this matter.

Sincerely,



Mark D. Boughton
Mayor



16

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

June 26, 2002

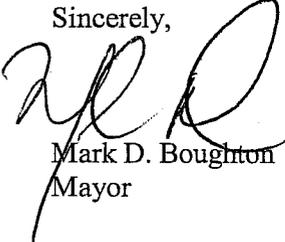
Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Common Council Members:

I am writing to request a Common Council Ad Hoc Committee to study enhancing Veteran's tax credits for residents of the City of Danbury. The State Legislature recently addressed such enhancements and we should identify opportunities for our Veteran taxpayers.

Thank you for your consideration of this matter.

Sincerely,



Mark D. Boughton
Mayor



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

June 26, 2002

Mayor Mark D. Boughton
Members of the Common Council
City Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mayor and Council Members:

I request that an ad hoc committee be appointed to review and make recommendations concerning leaf and brush collection in the City.

Thank you for your consideration of this matter.

Sincerely yours,

David Mazzuchelli

David Mazzuchelli
Third Ward Councilman

June 25, 2002

Mayor Mark D. Boughton
Danbury City Hall

Dear Mayor Boughton:

We have received the following donations:

<u>DONOR</u>	<u>AMOUNT</u>
1. Mr. & Mrs. Richard Sol, 25 Meadowbrook Rd., New Fairfield, 06812	\$18.00
2. Mr. & Mrs. Frank Witzel, 84 Regent St., Saratoga Springs, NY 12866	20.00
3. Ms. Edyce Hornig, 6 Hillandale Rd., Danbury 06811	19.25

Please place these items on the agenda for the July Common Council meeting and credit these donations as follows: (1) into BOOKS-CHILDREN line-item # 7000.5660 and (2-3) into the BOOKS line-item #7000.5661.

Sincerely,



E. McDonough
Director

c: City Clerk
D. Setaro - Director of Finance



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

June 25, 2002

Hon. Mark D. Boughton
Danbury Common Council
155 Deer Hill Avenue
Danbury, CT 06810

RE: Proposed Revisions to the Wastewater Treatment Facility Service Agreement
US Filter

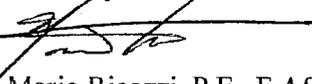
Dear Mayor Boughton and Members of the Common Council:

Enclosed for your review and approval is a proposed Amendment to the Wastewater Treatment Facility Service Agreement with US Filter. The proposed changes relate to contract triggers, additional pump stations, odor control, and water treatment plant residuals.

The changes include the elimination of triggers for BOD and TSS, along with an increase in the trigger for flow. This will allow for growth in the sewer customer base. We have added the Plumtrees Road Pump Station to the maintenance list in Exhibit 1C. We also propose a cost sharing for new odor control chemical usage and the management of water treatment plant residuals. The proposed base fee in Section 1.1, reflects these adjustments. A Marked Up version of the proposed revisions is also enclosed for your information.

I will be happy to review the proposed changes with you.

Sincerely,



Mario Ricozzi, P.E., F.ASCE
Superintendent

C: Eric L. Gottschalk, Esq.
Dominic A. Setaro
William J. Buckley, Jr., P.E.

**AMENDMENT TO
WASTEWATER TREATMENT FACILITY
SERVICE AGREEMENT**

This Amendment is made and entered into as of this ____ day of _____, 2002, by and between the City of Danbury, a municipal corporation located in the County of Fairfield and organized and existing under and by virtue of the laws of the State of Connecticut and U.S. Filter Operating Services, Inc., a Delaware corporation and is intended to amend the Wastewater Treatment Facility Service Agreement between the parties dated October 1, 1997, as previously amended (hereinafter "the Agreement").

The parties agree that the provisions of Sections 1.1, 7.1 and 11.13 and the provisions of Exhibit 1C of the Agreement shall be amended in the manner shown in Schedules A through D, copies of which are attached hereto and made a part hereof.

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

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed and delivered as of this _____ day of _____, 2001.

Signed, sealed and delivered
in the presence of:

City of Danbury

Witness

By: _____
Mark D. Boughton, Mayor

Witness

U. S. Filter Operating Services, Inc.

Witness

By: _____

Witness

STATE OF CONNECTICUT)

)ss. Danbury

COUNTY OF FAIRFIELD)

_____, 2002

Personally appeared Mark D. Boughton, Mayor of the City of Danbury, signer and sealer of the foregoing instrument, he being hereunto duly authorized, who acknowledged that he executed the same in the capacity and for the purpose therein stated, and that the same is his free act and deed, as Mayor, before me.

Commissioner of the Superior Court

STATE OF CONNECTICUT)

)ss. Danbury

_____, 2002

COUNTY OF FAIRFIELD)

Personally appeared _____, of U. S. Filter Operating Services, Inc., signer and sealer of the foregoing instrument, he being thereunto duly authorized, who acknowledged that he executed the same in the capacity and for the purpose therein stated, and that the same is his free act and deed, before me.

Commissioner of the Superior Court

Schedule A
Wastewater Treatment Facility Service Agreement

Section 1.1. Definitions.

“Administrative Fee” means a base annual fee, for contract year beginning October 1, 2001, of \$3,475,523.03 inclusive of a base electrical and odor control chemical components of \$394,722.60, payable in equal monthly increments as adjusted for each annual period thereafter pursuant to Section 7.1 hereof. Changes made during a contract year shall reflect only that portion of the contract year unless otherwise specified in the change.

Schedule B Wastewater Treatment Facility Service Agreement

Section 7.1

(d) Changes. The Administrative Fee for Services under this agreement is based upon the following characteristics to reflect the relative additional costs or savings which result from such Change:

Flow	10.1 MGD Until September 30, 2002
Flow	11.1MGD Starting on October 1, 2002

Any change of 15 percent or more in any one of the foregoing characteristics, based upon a 12-month moving average, will constitute a Change. The Administrative Fee shall be equitably adjusted to reflect the relative additional costs or savings which result from such Change, retroactive to the date of such Change in accordance with the dates noted herein. The adjustment to the Administrative Fee for variances in Flow is established at \$ 34.39 per MGD effective October 1, 2001. This adjustment is subject to COLA as set forth in Section 7.1 (a).

Section 7.1

(e) Water Treatment Plant Residuals. The Administrative Fee shall be adjusted annually for the treatment of Water Treatment Plant Residuals, during years when the City of Danbury water treatment plants discharge the solids to the sanitary sewer system. The cost of treatment and sludge disposal is established at \$66,000 per contract year beginning October 1, 2001. This adjustment is subject to COLA as set forth in Section 7.1 (a).

Section 7.1

(f) Odor Control Chemical Addition. The Administrative Fee shall be adjusted annually for the addition of new odor control chemicals, i.e., Bioxide or alternative as approved by the City. The adjustment shall reflect 35% of the discounted cost of the approved new chemical. The remaining 65% shall be borne by the Company. The annual adjustment shall reflect the actual quantity and costs of odor control chemicals delivered during the contract year. This Section shall become effective July 1, 2002 and costs shall be prorated for the balance of the contract year.

Schedule C
Wastewater Treatment Facility Service Agreement

Section 11.13. Notices.

If to the Company:

US Filter
200 Cordwainer Drive Suite 202
Norwell, MA 02061
FAX: (781) 792-0653
Attention: Vice President

Schedule D

Wastewater Treatment Facility Service Agreement

EXHIBIT 1C FACILITY FIXTURES AND EQUIPMENT

In general, the FACILITY includes the following:

- Fifteen Wastewater Pumping Stations located throughout the service area
 1. Beaver Brook
 2. Hayestown Road
 3. Delay Street
 4. South Street
 5. Ford Avenue
 6. Triangle Street
 7. 4th Street
 8. Hillside Street
 9. Tarrywile Lake Drive
 10. Backus Avenue
 11. Turner Road
 12. Mill Plain Road
 13. Kenosia Avenue
 14. Larson Drive (Beginning July 1, 2002)
 15. Plumtrees Road (Beginning July 1, 2002)
- Septage receiving station
- Influent screening and grit removal
- Storm water equalization basin
- Primary settling tanks and raw sludge pumping
- Roughing trickling filters and settling
- Nitrification system and settling
- Chlorine, disinfection and dechlorination
- Sludge thickening and anaerobic digestion
- Sludge dewatering via belt filter press
- Administration building, including laboratory operations
- Maintenance area
- All permanently installed emergency generators at the treatment plant and sewage pumping stations
- Air relief valves on force mains and force mains
- All existing on-site odor control systems

Revised June 2002

Proposed Revisions to the Wastewater Treatment Facility Service Agreement - US Filter
Marked Up Version

Page 1 of 2

June 2002

NOTE:

Deletions are shown in ~~Strikeout~~

Additions are shown in **Bold**

Section 1.1. Definitions.

“Administrative Fee” means a base annual fee, **for contract year beginning October 1, 2001, of \$3,170,000 \$3,475,523.03** inclusive of a base electrical **and odor control chemical** components of ~~\$400,000~~ **\$394,722.60**, payable in equal monthly increments as adjusted for each annual period thereafter pursuant to Section 7.1 hereof. **Changes made during a contract year shall reflect only that portion of the contract year unless otherwise specified in the change.**

Section 7.1

(d) Changes. The Administrative Fee for Services under this agreement is based upon the following characteristics to reflect the relative additional costs or savings which result from such Change:

Flow	10.1 MGD Until September 30, 2002
Flow	11.1MGD Starting on October 1, 2002
BOD ₅	15562 #/Day
TSS	18084 #/Day

Any change of ~~10~~ **15** percent or more in any one of the foregoing characteristics, based upon a 12-month moving average, will constitute a Change. The Administrative Fee shall be equitably adjusted to reflect the relative additional costs or savings which result from such Change, retroactive to the date of such Change **in accordance with the dates noted herein.** The adjustment to the Administrative Fee for variances in Flow is established at \$ 34.39 per MGD effective October 1, 2001. This adjustment is subject to COLA as set forth in Section 7.1 (a).

NEW

(g) Water Treatment Plant Residuals. The Administrative Fee shall be adjusted annually for the treatment of Water Treatment Plant Residuals, during years when the City of Danbury water treatment plants discharge the solids to the sanitary sewer system. The cost of treatment and sludge disposal is established at \$66,000 per contract year beginning October 1, 2001. This adjustment is subject to COLA as set forth in Section 7.1 (a).

NEW

(h) Odor Control Chemical Addition. The Administrative Fee shall be adjusted annually for the addition of new odor control chemicals, i.e., Bioxide or alternative as approved by the City. The adjustment shall reflect 35% of the discounted cost of the approved new chemical. The remaining 65% shall be borne by the Company. The annual adjustment shall reflect the actual quantity and costs of odor control chemicals delivered during the contract year.

Section 11.13. Notices.

If to the Company:

US Filter

~~30 Massachusetts Avenue~~ **200 Cordwainer Drive Suite 202**

~~North Andover, MA 01845~~ **Norwell, MA 02061**

~~FAX: (508) 691-1185~~ **(781) 792-0653**

Attention: Vice President

Exhibit 1C - Facility Fixtures and Equipment

In general, the FACILITY includes the following:

- ~~Thirteen~~ **Fifteen** Wastewater Pumping Stations located throughout the service area
 16. Beaver Brook
 17. Hayestown Road
 18. Delay Street
 19. South Street
 20. Ford Avenue
 21. Triangle Street
 22. 4th Street
 23. Hillside Street
 24. Tarrywile Lake Drive
 25. Backus Avenue
 26. Turner Road
 27. Mill Plain Road
 28. Kenosia Avenue
 - 29. Larson Drive (Beginning July 1, 2002)**
 - 30. Plumtrees Road (Beginning July 1, 2002)**
- Septage receiving station

20

June 10, 2002

To Common Council:

The Pleasant Acres Homeowners Association would like to request that the common council help with issues that the Association has trouble solving. The homeowners are very concerned about water issues. Wondy Way is still receiving poor water. The homeowners in the community paid the full assessment and are very upset that Ta'agan Point will be receiving water from the new pump house and new mains, while we continue to have issues with water quality. Some homeowners feel we should pursue legal action. The board prefers to try to solve these this matter without litigation. Members of the community would like to discuss these issues with council members. Can a committee be formed to investigate these concerns? Thank you.

Sincerely,

Kelly Ferris
PAHOA President
42 Blackberry Rd.
Danbury, CT 06811
748-4355

June 30, 2002

To Common Council:

The Pleasant Acres Homeowners Association has a continuing concern we would like addressed. Our concern was brought to your attention at a council meeting in May. Is it possible for us to be reassessed for our water with Ta'agan Point contributing to the cost of the pumphouse? The houses of Ta'agan Point will definitely increase in value having city water. Pleasant Acres paid somewhere around \$300,000 for the pumphouse- which was designed ready for Ta'agan Point's pump when they converted to city water. Bill Buckley stated that fact at the meeting. So Pleasant Acres paid \$300,000 and Ta'agan Point will pay \$10,000 for the pump – this doesn't seem right. In the city ordinance sec.21-57 section b it states that "In the event a building or buildings are constructed or expanded after the initial assessment, the common council may assess benefits against same as if said buildings or structures had existed at the time of the initial assessment." If there is a state mandate preventing this from happening , could you send us a copy of it? Thank you for your consideration.

Sincerely,

Kelly Ferris

Kelly Ferris
 PAHOA President
 42 Blackberry Rd.
 Danbury, CT 06811
 748

June 10, 2002

21

Mr. Warren Levy
Common Council
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mr. Levy,

**SUBJECT: REQUEST FOR SEWAR CONNECTION TO OLD SHELTER ROCK
ROAD PROPOSAL**

We are sending this letter in regard to the current proposal to bring city sewer to residents on Old Shelter Rock Road and our dire need to connect to this line. Our home, constructed in 1962, was built with insufficient fields to support its septic system and after a thorough examination (by Pembroke Septic), repair of this system is not an option.¹ More importantly, as a result of the failing septic system, it can become hazardous.

In view of the fact that my property has no room to create more fields and being very close to the projected sewer line with a resident in between that is also willing to connect, I reiterate the severe need to connect to the proposed line.

Should you have any questions or concerns, please feel free to call me at 798-6424 and thank you for your attention to this matter.

Sincerely,



Julius Johnson

cc: Peter Dunn
William Campbell
William Buckley, Jr., P.E.

¹ Pembroke Septic meticulously inspected all repair scenarios.

CONSULTANTS & ENGINEERS, INC.

9 HARMONY STREET, DANBURY, CT 06810

TELEPHONE (203) 748-1442

FAX No. (203) 798-9984

22

June 26, 2002

Mayor Mark D. Boughton
Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: Stetson Place
Pembroke Road
Water Extension
Assessor's Lot No. G07037

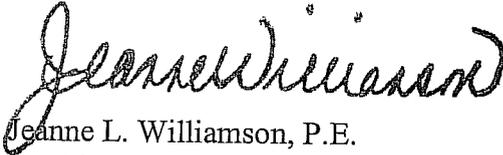
Dear Mayor Boughton and Members of the Common Council:

The above-referenced water extension has been previously approved by the Common Council. The proposed extension is in conformance with the City of Danbury Comprehensive Water Study. On our client's behalf, we are respectfully requesting approval from the Common Council for City of Danbury participation in this project. Please add this request to your next available agenda.

Thank you for your attention to this matter. Please feel free to call with any additional questions or comments.

Very truly yours,

CONSULTANTS & ENGINEERS, INC.


Jeanne L. Williamson, P.E.
President

JLW/ejk

21034 ltr Boughton&Comm Council 6-26-02

cc: W. Buckley, Jr. P.E.
M. LeGault
P. Jaber, Esq.

23

Mr. Levy;

I am writing to request the extension of the water line on Ivy Lane, Danbury. My wife and I live at 26 Ivy Lane and would like to have city water service in our home. At this time the water line is already on Ivy Lane and would need to continue down to our end of the street. It is difficult for us to see each day the water line on Ivy Lane as we drive to our home and know it is not available to us. Equally as difficult is the fact that we are at the end of Ivy Lane, a dead end, and one house away from us on Meadowbrook Lane there is a fire hydrant with water available to our Meadowbrook neighbors. We are in between two hook-ups with no water available to our home. Please advise us as to how we need to proceed on this matter; it would seem that there must be a solution of some kind and we are hoping you can assist us with that solution.

We have resided at this address since February of 1973 and would very much like to have water as part of our city services. I am thanking you in advance for your attention to this matter.

Most Sincerely,

John R. Merullo

Common Council - City of Danbury

Attachment #24

Ris & Sandra Fitch

4 Old Shetter Rock Road.

Danbury, CT 06810

I am requesting a building permit and according to city regulations I need to show an alternative, in case my septic system fails.

I am not requesting permission to connect to the city sewerage at this time, but as a backup for future use if necessary.

COMMON COUNCIL - CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer

Water

Name of Applicant: SANDY FITCH

Address: 4 OLD SHELTER ROCK RD
DANBURY CT

Telephone: 203) 792-5067

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

Located at: 4 OLD SHELTER ROCK RD.

Assessors's Lot No. K13162

Zone: RA8

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

Number of Efficiency Units _____
Number of 1 Bedroom Units _____
Number of 2 Bedroom Units _____
Number of 3 Bedroom Units _____
Total Number of Units _____

Sandy Fitch
SIGNATURE
6/25/02
DATE

15-May

25



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

June 17, 2002

To: Mayor Mark Boughton
Members of Common Council

From: Planning Commission

Re: 8-24 Referral – May C.C. Agenda Item 15 – Resolution (CDW-G Equipment Lease)

The Planning Commission has received a request from the Common Council for a report pursuant to CT General Statutes/Sec 8-24, regarding the above referenced item.

At the May 15, 2002 meeting, the Planning Commission made a motion to give a negative recommendation because they feel a five-year lease is too long a time period (suggest a three year lease). The motion was passed unanimously.

Sincerely,

Joseph Justino
Chairman

JJ/jr

c:

Engineering Dept.
Corporation Counsel



27

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. Mark D. Boughton via the Common Council
FROM: Dominic A. Setaro, Jr., Director of Finance
RE: AIRPORT PROPERTY ACQUISITION
DATE: June 26, 2002
CC: Paul Estefan

CERTIFICATION #3

As per the attached request from Airport Administrator Paul Estefan, I hereby certify the availability of \$11,000 to be transferred from the Contingency Fund to the line item in the Airport's "Professional Services" line item, Account #9200-5311.

Balance of Contingency	\$630,000
Less pending request	- 20,000
Less this request	- 11,000
Balance	\$599,000

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



Dominic A. Setaro, Jr.

DAS/jgb



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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

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

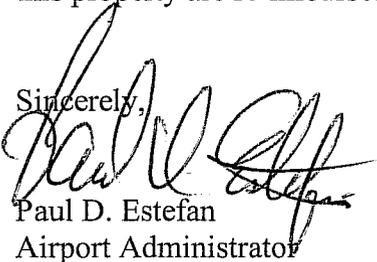
June 11, 2002

Mayor Mark Boughton
Members of the Common Council
City Hall
155 Deer Hill Avenue
Danbury, Connecticut

Dear Mayor & Council Members;

I am requesting \$11,000.00 to retain the Louis Berger Group, Inc. to handle the land acquisition project here at the airport. The Board of Awards to Handle Airport Planning Grants selected the Louis Berger Group, Inc. for three years. The property we are looking at, if acquired will protect the arrival and departure path of a runway. The Federal Aviation Administration has been contacted and any monies that we expend to acquire this property are re-imbursable under the Federal Grant.

Sincerely,


Paul D. Estefan
Airport Administrator

Cc: File
boughton14



CITY OF DANBURY

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

June 10, 2002

PLEASE REPLY TO:

DANBURY, CT 06810

Honorable Mark D. Boughton Mayor
Honorable Members of the Common Council
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: June Agenda Item #20
Patriot Acres, South King Street - Road Widening Parcel
Pandolfi Brothers, LLC - Conveyance to City

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 road-widening parcel submitted by the petitioner, Pandolfi Brothers, LLC, the owner of the above-referenced subdivision. The parcel is offered to the City in accordance with a requirement of final subdivision approval, pursuant to the provisions of the Subdivision Regulations of the City of Danbury.

Specifically, subsection B.5. of Chapter 4 of the Regulations provides that:

Where a proposed subdivision abuts an existing street that does not comply with the right-of-way width requirement, the commission shall require the dedication of half (1/2) of the right-of-way deficit along with all necessary rights to grade as determined by the City Engineer for future road widening. Prior to final approval, the owner shall offer said parcel to the Common Council for acceptance.

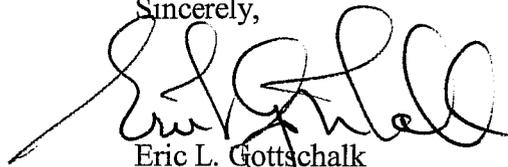
Once you have obtained a report from the City Engineer, the decision to accept or reject the offer of this road-widening parcel will be within the discretion of the Common Council. Acceptance of the parcel, when offered, has, however, been the general rule to be followed unless some unusual condition exists.

20-June

28

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

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
Assistant Corporation Counsel

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



20-June

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 7, 2002

Honorable Mark D. Boughton, Mayor
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Boughton and Common Council Members:

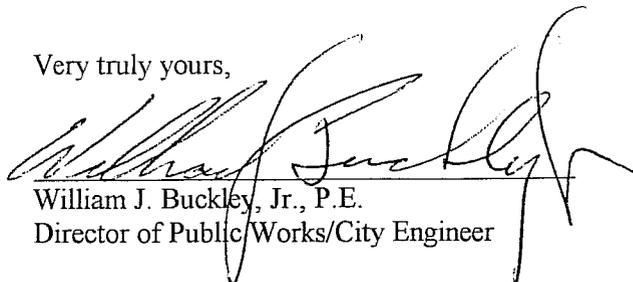
Request for Acceptance of Parcel X
Road Widening Strip
Patriot Acres

At the June 4, 2002 Common Council meeting, the May 3, 2002 letter from Sal Pandolfi requesting that the City accept Parcel X, a road widening strip of land on South King Street, was forwarded to this office for a thirty day report (reference Item 20 of the meeting minutes).

It is our recommendation that this road widening strip of land be accepted by the City subject to the submittal of acceptable legal documents to the Corporation Counsel's office.

If you have any questions or require additional information, 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.
Frank Cavagna
Sal Pandolfi





CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

June 20, 2002

To: Mayor Mark Boughton
Members of Common Council

From: Planning Commission

Re: 8-24 Referral – June C.C. Agenda Item 20 – Patriot Acres, South King St. Road
Widening Parcel.

The Planning Commission has received a request from the Common Council for a report pursuant to CT General Statutes/Sec 8-24, regarding the above referenced item.

At the June 19, 2002 meeting, the Planning Commission made a motion to give a positive recommendation for the above referenced request based on the Planning Director's report dated June 18, 2002. The motion was passed unanimously.

Sincerely,

Joseph Justino
Chairman

JJ/jr

Attachment

c:

Engineering Dept.
Corporation Counsel



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DENNIS I. ELPERN
DIRECTOR OF PLANNING

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

June 18, 2002

To: City of Danbury Planning Commission

From: Dennis Elpern

Re: 8-24 Referral, Patriot Acres
South King Street
Road Widening Strip

As a condition of approval of a two lot subdivision, a strip of land 1,103 sq. ft. in length along South King Street has been offered to the City for future road widening purposes.

We recommend approval. Engineering concurs.



CONSULTANTS & ENGINEERS, INC.

9 HARMONY STREET, DANBURY, CT 06810

TELEPHONE (203) 748-1442

FAX No. (203) 798-9984

29

June 21, 2002

Mayor Mark D. Boughton
Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: Danbury Porsche Audi VW
23, 25 & 29 Sugar Hollow Road
Sanitary Sewer Extension
Assessor's Lot Nos. G17011, G17013, G18002, G18003, G18055, G18034, G18055

Dear Mayor Boughton and Members of the Common Council:

We are submitting a request to extend municipal sanitary sewer on the above-referenced parcel. This parcel is already serviced by both municipal and private sewers. It is proposed to turn over the private sewer to the City to allow a future connection to service 19/19A Sugar Hollow Road. Please schedule this for subcommittee at your earliest convenience.

Thank you for your attention to this matter. Please feel free to call with any additional comments or questions.

Very truly yours,

CONSULTANTS & ENGINEERS, INC.



Mark S. Riefenhauser, P.E.
Project Engineer

MSR/ejk

20029 ltr ext.sewer Boughton 6-14-02

cc: J. Weeks
P. Jaber, Esq.

COMMON COUNCIL

CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

Sewer

Water

Applicant: Weeks Automotive Corporation

Address: 52 Newtown Road

Danbury, CT 06810

Telephone No. 744-5200

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

Located at: 23, 25 & 29 Sugar Hollow Road

Assessor's Lot No.: G17011, G17013, G18002, G18003, G18055, G18034, G18055

Zone in which the Property Lies: CG-20

Intended Use:

Retail

Office

Mixed Use

Industrial

Single Family Residential

Multiple Family Development

_____ Number of Efficiency Units

_____ Number of 1 Bedroom Units

_____ Number of 2 Bedroom Units

_____ Number of 3 Bedroom Units

_____ Total Number of Units



ACTING AGENT FOR WEEKS AUTOMOTIVE
MARY RIEFFENTHAL

(Signature) CONSULTANTS & ENGINEERS, INC

21 JUNE 2002

(Date)



30

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 17, 2002

Honorable Mark D. Boughton, Mayor
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

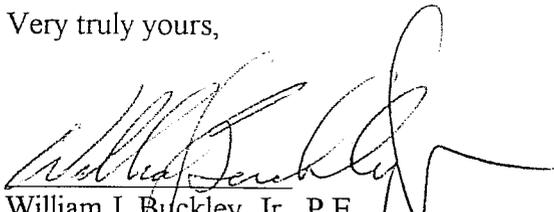
Dear Mayor Boughton and Common Council Members:

Re: Request for Sanitary Sewer Extension
48 Woodside Avenue (Julius Johnson)

Attached for your consideration is a letter from #48 Woodside Avenue dated June 10, 2002 mailed to my attention requesting a sanitary sewer extension.

If you have any questions or require additional information, please feel free to contact this office.

Very truly yours,



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

C: Julius Johnson



RECEIVED

June 10, 2002

JUN 11 2002 ..

ENGINEERING DEPT.

Mr. William Buckley, Jr., P.E.
City Engineer
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mr. Buckley,

**SUBJECT: REQUEST FOR SEWAR CONNECTION TO OLD SHELTER ROCK
ROAD PROPOSAL**

We are sending this letter in regard to the current proposal to bring city sewer to residents on Old Shelter Rock Road and our dire need to connect to this line. Our home, constructed in 1962, was built with insufficient fields to support its septic system and after a thorough examination (by Pembroke Septic), repair of this system is not an option.¹ More importantly, as a result of the failing septic system, it can become hazardous.

In view of the fact that my property has no room to create more fields and being very close to the projected sewer line with a resident in between that is also willing to connect, I reiterate the severe need to connect to the proposed line.

Should you have any questions or concerns, please feel free to call me at 798-6424 and thank you for your attention to this matter.

Sincerely,



Julius Johnson

cc: William Campbell
Warren Levy
Peter Dunn

¹ Pembroke Septic meticulously inspected all repair scenarios.

BENJAMIN V. DOTO, III, P.E.
CONSULTING CIVIL ENGINEER

31

131 DEER HILL AVENUE
DANBURY, CT 06810

PHONE: 203/743-3424
FAX: 203/743-3588

June 10, 2002

Honorable Warren Levy
Chairman, Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

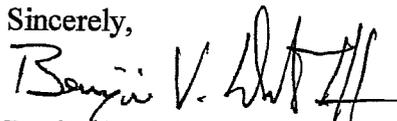
Re: Application for Extension of Water Mains
Great Plain Road, Danbury, CT

Dear Council Members:

Please find enclosed Toodles, LLC's application for the extension of water mains from Great Plain Road in Danbury, Connecticut. The main is to be constructed in a proposed road named Carla Drive. A map of the proposed extension location is attached for your information.

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

Sincerely,



Benjamin V. Doto, III, P.E.

cc: Paul Jaber, Esq.

COMMON COUNCIL - CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer _____

Water X

Name of Applicant: Toodles, LLC
 George Valluzzo c/o John Valluzzo

Address: 9 Trowbridge Drive
 Bethel, CT 06801

Telephone: 203/743-2515

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

Located at: Great Plain Road

Assessors's Lot No. J09070

Zone: RA-20

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

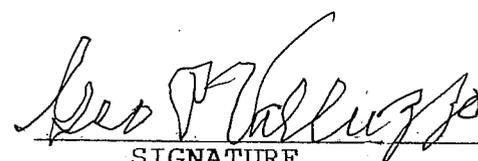
Number of Efficiency Units _____

Number of 1 Bedroom Units _____

Number of 2 Bedroom Units _____

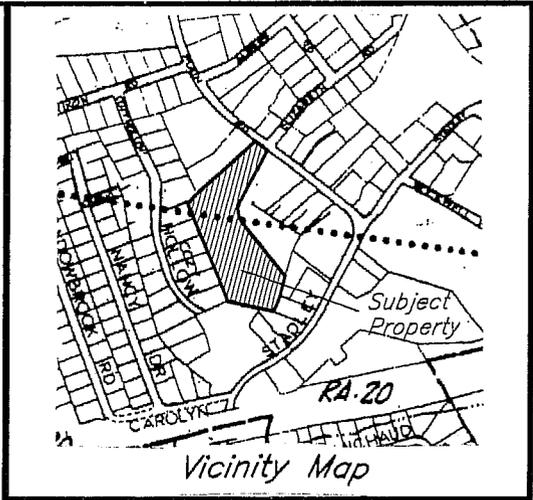
Number of ~~3~~⁴ Bedroom Units 6

Total Number of Units 6

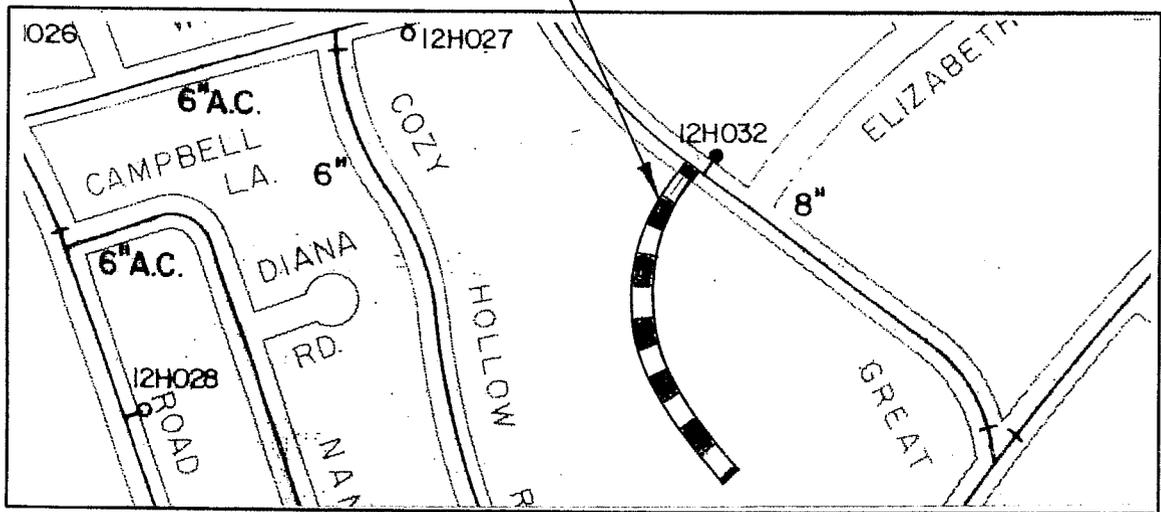


SIGNATURE

 10 June 2002
DATE



PROPOSED ~750 L.F. WATER MAIN
EXTENSION WITH 2 FIRE HYDRANTS



TOODLES, LLC (CARLA ESTATES) GREAT PLAIN ROAD DANBURY, CONNECTICUT	
SCALE: 1" ~400'	DRAWN BY: bvd
DATE: June 10, 2002	APPROVED BY: bvd
PROPOSED WATER MAIN EXTENSION	
Benjamin V. Doto, III, P.E. 131 Deer Hill Avenue, Danbury, CT, 06810	DRAWING NUMBER: W1



32

Working together to help build dreams

Peacock Alley - Suite 151
1 Padanaram Road
Danbury, CT 06811

Phone: (203) 744-1340 - Fax: (203) 744-1341
Email: habitat@danburyhabitat.org
Website: www.danburyhabitat.org

June 12, 2002

Honorable Mayor Boughton and Common Council
Danbury Town Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

RE: Assessor's # I-11102 0.14 Acres – Oakland Avenue

Dear Mayor and Common Council:

Housatonic Habitat for Humanity is interested in acquiring the above lot owned by the City of Danbury. We have done our due diligence and understand that this lot is capable of permitting the building of a small home. We have been fortunate enough to acquire other properties from the City of Danbury namely on Rowan Street and Blueberry Lane, and have been successful in moving families in and enhancing the neighborhood.

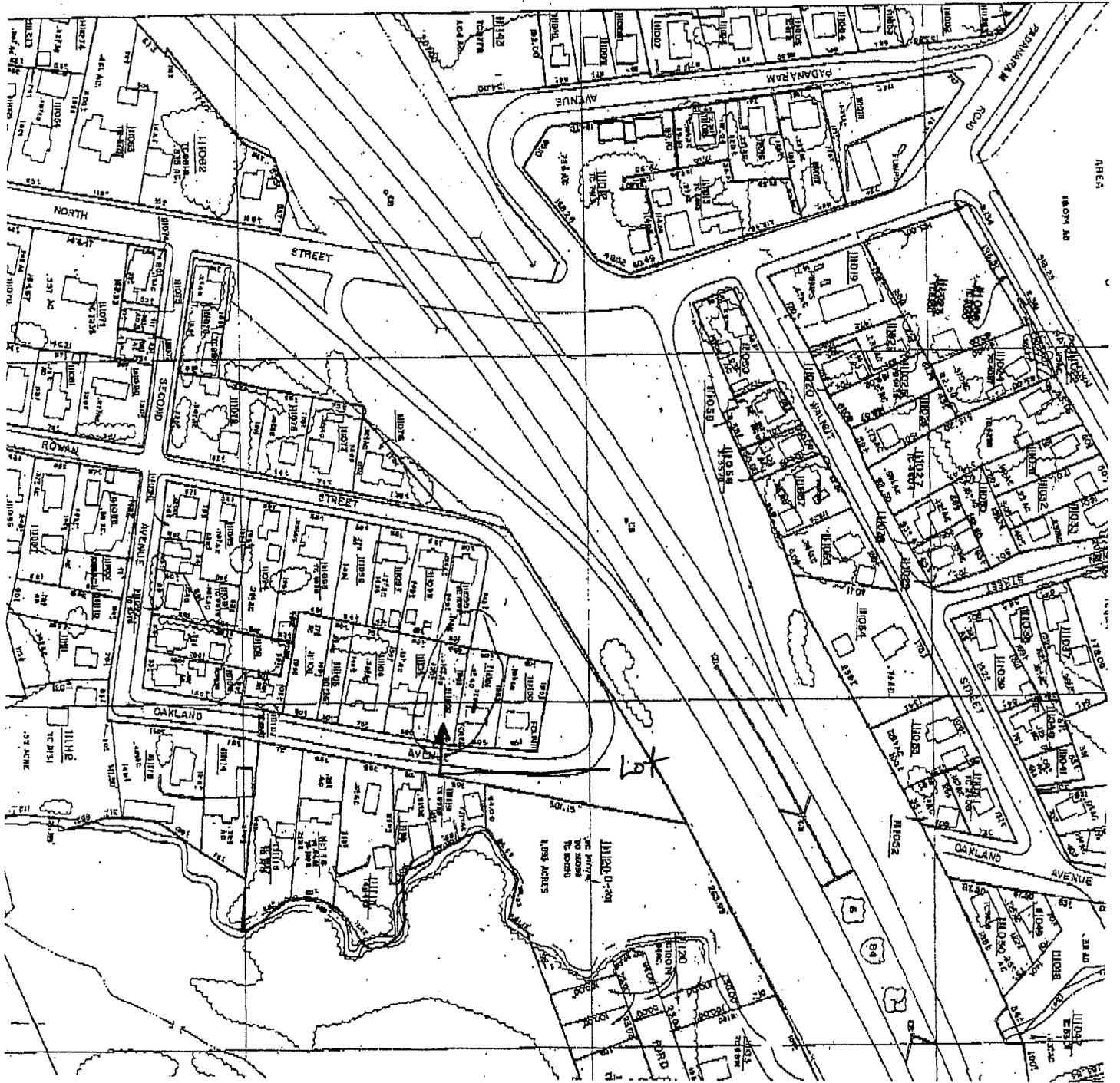
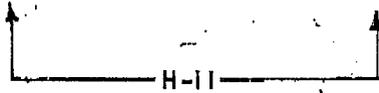
We request at this time the Common Council takes into consideration giving this lot or selling this lot at a very reduced fee to the non-profit Housatonic Habitat for Humanity. We eagerly anticipate your response.

Sincerely,

A handwritten signature in cursive script, appearing to read "Chris Brown".

Chris Brown
Executive Director

/pr



Connecticut

ASSESSMENT REPORT

Page 1-1

Address: OAKLAND AVE Town: DANBURY
 Owner: DANBURY CITY OF Prop ID: 160I11102

>>>>>LOCATION & OWNERSHIP<<<<<<

Address: OAKLAND AVE PropID: 160I11102
 City/Town: DANBURY CT 06810- Account #:
 Owner: DANBURY CITY OF Prop Type: LAND/LOTS/FARMS
 Owner 2: County: FAIRFIELD
 Mail Addr: 155 DEER HILL AVE Land-use: RES-LAND
 Mail City: DANBURY CT 06810-7726 Condo:
 Census Tract: 2106.00
 Census Block: 5
 Absent Own: YES Latitude: 41.3858
 Longitude: 73.4516

>>>>>TAXES & ASSESSMENTS<<<<

Assessed Land Value: \$ 1,000 Tax Amount: \$ 24.00
 Assessed Bldg Value: \$ 0 Tax Year (Jul): 2000-2001
 Assessed Total Value: \$ 1,000

>>>>>TRANSFER INFORMATION<<<<

Seller (Grantor)	Date	Price	Type	Book	Page
Buyer (Grantee)		Buyer Phone			
	06/14/82	() -		664	/960
	() -				/
	() -				/

Mortgages for recent sale, if avail.; subsequent mortgages or releases may exist

Mortgage Lender	Amount	Type	Term	Rate
	\$			0.000
	\$			

>>>>>CHARACTERISTICS<<<<

Est Lot Acres:	0.140	Year Built:	0
Est Lot Sq Ft:	6,098	Number of Bldgs:	
Number of Units:		Building Style:	
Number of Floors:		Building Cond:	
Living Area Sq Ft:		Basement Sq Ft:	
Gross Bldg Sq Ft:		Basement Type:	
Total Rooms:		Construction:	
Bedrooms:		Exterior Type:	
Bathrooms:		Roof Type:	
Half-Baths:		Roof Material:	
Parking Type:		Heat Type:	
Parking Capacity:		Fuel Type:	
		Fireplaces:	

Other Amenities:

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

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

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

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

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

June 11, 2002

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

HAND DELIVER

Honorable Warren Levy
President, Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

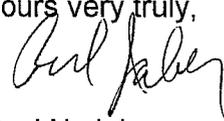
Re: AvalonBay Communities, Inc. - Mountainview Terrace and Sunrise Road

Dear Mr. Levy:

Please be advised I represent AvalonBay Communities, Inc. in connection with their development of an Apartment Complex at Mountainview Terrace in Danbury. The City roads adjoining the premises known as Mountainview Terrace and Sunrise Road are split by a small spite strip thus prohibiting traffic circulation from the adjoining streets. The Planning Commission during the Hearings has requested that we petition the Common Council to have the spite strip condemned. If so condemned AvalonBay will agree to improve the same in accordance with City requirements.

Please accept this letter as a request to condemn the strip of land separating Mountainview Terrace and Sunrise Road as shown on the attached map.

I am enclosing herewith a copy of a letter received from the Planning Commission with respect to the request and the assessor map showing the location of the strip. Please advise me at your earliest convenience.

Yours very truly,

Paul N. Jaber

PNJ:da
Enclosure
cc: Joseph Justino
Ann Klebacha
Bill McLaughlin
Mark Forlenza
Jeanne Williamson
Sharon Calitro

CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

PLANNING & ZONING DEPARTMENT
(203) 797-4525
(203) 797-4586 (FAX)

June 6, 2002

Paul Jaber, Esquire
Deer Hill Avenue
Danbury, CT

RECEIVED
JUN - 6 2002
PLANNING & ZONING
CITY OF DANBURY

Re: Avalon Still River (aka Avalon at Mountain Terrace) SE 579
Mountainview Terrace
Danbury, CT
Assessor's Lot # L10023, M10005, and M09036

Dear Paul:

The Planning Commission at their meeting on June 5, 2002, requested that your client petition the Common Council to obtain the spite strip that was left between Mountainview Terrace and Sunrise Road. You have stated at the Public Hearing on this application and at the Public Hearing on the previous application for Avalon at Mountain Terrace that the applicant was willing to take on the expense and work of constructing the roadway between these two roads if the City would take the spite strip.

The Planning Commission is concerned with the safety of the turning movements required for school buses to change direction on both these roads. The necessity of negotiating a U turn would be eliminated by joining the roadways and would create a much safer condition.

Please petition the Common Council at your earliest convenience. Action of the Special Exception/Site Plan will be held awaiting the action of the Common Council.

Sincerely,

Ann W. Klebacha

Ann W. Klebacha
Assistant Planning Director



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CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

June 20, 2002

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

Honorable Members of the Common Council
City of Danbury, Connecticut

Re: 14.444 acre open-space property acquisition
Richard Lynn - Terre Haute Road

Dear Council Members:

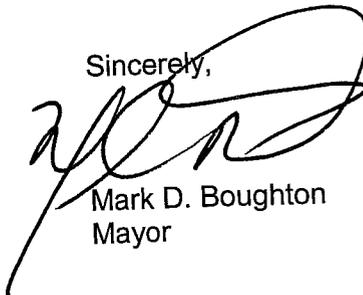
Enclosed please find a property description and related mapping that identify a 14.444-acre parcel adjacent to Tarrywile Park. Because of its location and condition, this parcel would make a fine addition to the park and to accomplish that, city officials and Richard Lynn, the owner of this property, have discussed the possibility of its acquisition. Mr. Lynn has been extremely cooperative and a tentative agreement has now been reached.

Last fall, Jack Kozuchowski filed an application with the state for open-space grant funding to offset a portion of the purchase price. This spring the state notified us that our application had been granted and funding would be made available to reimburse the city in an amount equaling one-half of the lower of two appraisals.

In order to accomplish this acquisition, I hereby request that the Common Council appropriate funds covering the purchase price of one hundred and fifty-three thousand, seven hundred and fifty-eight dollars and ninety-six cents (\$153,758.96) and authorize me to take the steps necessary to complete the acquisition. Once the property transfer has been accomplished, we will seek reimbursement from the state for its share of the purchase price in the amount of seventy-six thousand, eight hundred and eighty dollars (\$76,880.00).

Thank you for your usual cooperation, if you require any assistance or information, please contact me.

Sincerely,



Mark D. Boughton
Mayor

Enclosures

cc: Jack Kozuchowski, Coordinator Environmental Health

Beginning at a drill hole in a stonewall corner at the southwest corner of the herein described property, thence proceeding in a northerly direction along a stone wall the following courses and distances N09° 41'43"E 40.73', N06° 28'43"E 270.33', N02° 31'16"E 30.37', N05°59'13"E 130.11', N05°50'30"E 57.74', N07°32'54"E 86.13', N07°50'26"E 182.47', N03° 56'23" 22.50', N09° 22'30"W 11.74', N04° 19'06"E 103.66', N05° 50'31"E 68.76', N05° 17'06"E 27.05', N15° 40'49"E 32.94' to the northwest corner of the herein described parcel at the end of a stonewall, thence turning and running in a easterly direction across a wood road S71° 50'44"E 14.23' to the beginning of a stonewall N80° 47'19"E 4.40', N39° 29'02"E 10.0 N80° 42'19"E 49.74' to a drill hole in said wall, N81° 19'09"E 100.94' to a drill hole in said wall N79° 47'56"E 57.42' to a drill hole in said wall N81° 49'49"E 216.48' to a drill in said wall N82° 21'02"E 87.58' to a drill in said wall S85° 11'46"E 34.67' to a drill hole in said wall S77° 49'12"E 76.97' to a drill in said wall S66° 14'29"E 83.50' to a iron pipe in a wall corner, said point being the northeast corner of the ... parcel thence turning and running in a southerly direction along a stonewall the following courses and distances S15° 20'38"W 62.95', S15° 13'27"W 98.33', S12° 25'25"W 60.78', S15° 12'18"W 126.10', S01° 42'44" 5.96', S17° 17'08"W 36.48', S02° 54'54"W 14.05', S14° 06'19"W 27.92', S10° 07'40 25.10', S18° 40'34"W 40.31', S12° 57'17"W 32.34', S16° 06'23"W 31.26', S12° 39'39"W 26.95', S15° 27'55"W 132.60', S13° 18'19"W 107.48', thence along a curve to the right having a radius of 15.37' and a length of 16.61' thence still along said wall in a westerly, southwesterly and southerly direction the following courses and distances S82° 09'28"W 40.27', S82° 40'10"W 73.22', S66° 43'11"W 41.85; S63° 53'52"N 60.03', S55° 45'35"W 21.50', S65° 29'07"W 25.72'; S68° 58'38"W 71.74', S61° 31'12"W 26.15', to an iron pipe in said wall, S33° 41'46" 53.07', S37° 47'08"W 46.01', to an iron pipe in said wall S33° 44'22"W 55.00', S31° 39'30"W 61.44', to a drill in said wall and S38° 11'28"W 40.33, to an iron pipe in a wall corner marking the southeast corner of the herein described parcel thence turning and running along a stonewall in a westerly direction N66° 32'57" 111.80', and W71° 30'47"W 35.42 to a drill hole marking the point and place of beginning containing 14.444 acres and bounded as follows:

Northerly N/F – E. & M. Co.

Southeasterly & southerly N/F – Merle Reiter, Etel

Easterly N/F – C.D. Parks

Westerly N/F – Merle Reiter and N/F Josephine Lee Robinson each in part

Reference is made to a survey prepared for Rich and Pearl R. Lynn by C. James Osborne Jr. R.L.S. P.C.

Dated September 29, 1981.

Said premises being the same as conveyed by quitclaim deed dated January 5, 1955 and recorded January 7, 1955, vol 292, page 416 in the office of the clerk, Danbury Land Records.



22-June

26

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 7, 2002

Honorable Mark D. Boughton, Mayor
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Boughton and Common Council Members:

Request for Time Extension
Water Main Extension
Stew Leonard's - 99 Federal Road

At the June 4, 2002 Common Council meeting, the May 20, 2002 letter from Mark S. Riefenhauser, P.E. of Consultants & Engineers, Inc. requesting that the City approve an 18 months time extension for the installation of water system improvements at the above noted site was forwarded to this office for a thirty days report (reference Item 22 of the meeting minutes).

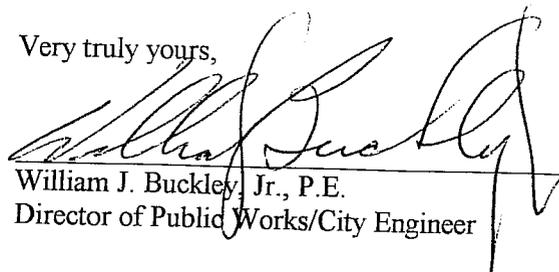
The previous approval of this water main extension occurred at the January 4, 2000 Common Council meeting.

This water main extension request is to allow the installation of new fire hydrants and the City's future acceptance of these fire hydrants and their related easements.

We recommend that this time extension request be approved subject to the standard eight steps.

If you have any questions or require additional information, 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





34

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
ACTING DIRECTOR OF FINANCE

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

July 1, 2002

MEMO TO: Mayor Mark D. Boughton via
the Common Council

FROM: Dominic A. Setaro, Jr.
Acting Director of Finance

RE: Terre Haute Road

CERTIFICATION #4

Per Item #34 on the Common Council agenda, I hereby certify the availability of \$76,880 to be transferred from the Contingency Fund to a new Capital line item entitled, "Terre Haute Road Property" as the City's share to this land purchase per the attached request.

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

Balance of Contingency	\$630,000
Less pending requests	- 31,000
Less this request	<u>- 76,880</u>
Balance	\$522,120


Dominic A. Setaro, Jr.

DAS/jgb

Attach.



35

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

June 26, 2002

DANBURY, CT 06810

Hon. Mayor Mark D. Boughton
Hon. Members of the Common Council
155 Deer Hill Avenue
Danbury, CT 06810

Re: Curtiss Aero - Airport Lease

Dear Mayor and Council:

The Danbury Aviation Commission recently gave approval to the attached lease for property located at the Danbury Municipal Airport. This FBO has a long-standing relationship with the City of Danbury and is expected to continue to provide the aeronautical services it has provided to date.

The Aviation Commission has reviewed the rent structure for these types of leases and in cases where existing leases are up for renewal, has established and recommends rental payments based on a "per acre" value of \$5,100.00. The Commission has also suggested a lease term of five (5) years with one five (5) year option term. The tenant pays all taxes and pays fixed based operator fees to the City based on the Airport Minimum Standards presently in effect.

The Commission has asked that this lease be forward to you for consideration. In the event you have any questions, please do not hesitate to contact us.

Very truly yours,

Laszlo L. Pinter,
Assistant Corporation Counsel

Attachment

cc: Robert J. Yamin, Corporation Counsel
John Ashkar, Chairman Aviation Commission
Dominic A. Setaro, Jr., Director of Finance
Paul D. Estefan, Airport Administrator
Curtiss Aero

Llp/airportlease

CURTISS AERO

LEASE

THIS LEASE made this _____ day of _____, 2002, between **the CITY OF DANBURY**, a municipal corporation, organized and existing under and by virtue of the laws of the State of Connecticut, and **CURTISS AERO**, a Connecticut corporation having an office and principal place of business at _____, Danbury, Connecticut, 06811, hereinafter referred to respectively as "LESSOR" and "LESSEE".

W I T N E S S E T H:

That the LESSOR hereby leases to the LESSEE and the LESSEE hereby leases from the LESSOR, that certain piece or parcel of land hereafter referred to as "the premises", more fully described on Exhibit A attached hereto and made a part hereof, for the purpose of conducting business as a fixed-base operator (FBO) at Danbury Municipal Airport, as defined in the Minimum Standards for Lease and/or Use of Danbury Municipal Airport, effective May 10, 1988, as amended, a copy of which is attached hereto and made a part hereof as Exhibit B. IT IS FURTHER MUTUALLY AGREED between the parties as follows:

1. TERM.

The term of this lease (which lease automatically supercedes any other lease for the premises), shall be for five (5) years, commencing upon the execution hereof, at an annual rent of One Thousand Seven Hundred & 00/100 dollars (\$1,700.00) plus CPI payable yearly, in advance. There shall be one (1) five (5) year option to renew given to the LESSEE, at such annual rent as may be established by an appraisal of the premises, agreed to by the parties, to be completed and available at least 180 days prior to the expiration of the base term of this lease. If

no appraisal exists by such date, or if the parties are unable to agree on a rent for the option period, the annual rent for the option period shall be Ten (10%) percent over the present rent.

2. WAIVER OF CLAIMS.

LESSEE, as a material part of the consideration to be rendered to LESSOR, hereby waives all claims against LESSOR for damages to goods, wares and merchandise in, upon or about the premises and for injuries to persons in or about the premises, from any cause arising at any time, and LESSEE will hold LESSOR exempt and harmless from any claim, damage or injury to any person, or to the goods, wares and merchandise of any person arising from the use of the premises by LESSEE, or from the failure of LESSEE to keep the premises in good condition and repair.

3. UTILITIES/INSURANCE/ TAXES.

LESSEE will pay for all applicable water, gas, heat, light, power, sewer service, telephone service and all other similar service supplied to said premises. LESSEE will also maintain liability insurance in the amount of \$1,000,000 which amount may be increased from time to time upon notification to LESSEE by LESSOR, naming the City of Danbury as an additional insured. Said insurance certificate shall be submitted to the LESSOR prior to the execution hereof. LESSEE will also pay such property taxes as may be assessed by the LESSOR.

4. TITLE TO STRUCTURES.

Title to all appurtenant structures as may be constructed by the LESSEE on the premises as a part of the improvements at the facility shall remain in the LESSEE during the

term of this lease and any renewal thereof. At such time as this lease has terminated, title in and to all appurtenant structures not presently owned by the LESSOR shall revert to LESSOR.

5. OPERATIONS / COMPLIANCE / SUB-TENANCY.

During the term of this lease, the LESSEE shall be solely responsible for maintenance, repair, service and upkeep of the premises. The LESSEE shall have the right to use all appurtenant structures in the conduct of its business, provided, however, that such use shall at all times be in accordance with Exhibit B as amended from time to time, provided such amendment or amendments do not substantially adversely impact the conduct of LESSEE'S business or its use of the premises in a manner which substantially deviates from that applicable to other airport users or tenants. The LESSEE specifically recognizes that it may not sublease the premises or assign the lease except in accordance with the provisions of Exhibit B and without the approval of the Aviation Commission, which approval shall not be unreasonably withheld. In the event of a sublease of all or a portion of the premises, LESSEE agrees to assume responsibility for compliance with the terms of this lease by any such sublessee.

6. ON-SITE MANAGEMENT / ACCOUNTABILITY.

LESSEE specifically agrees to employ full-time an on-site manager which person or his designee shall be available during normal business hours in order to respond to any activity or action concerning this lease agreement. When such need arises, LESSEE further agrees to be fully accountable, as pertains to its obligations under this lease for any actions of its tenants, sublessees or other persons and entities operating on said premises or off by virtue of any agreement whether written or oral with CURTISS AERO. CURTISS AERO, further agrees to ensure the full compliance with all airport rules and regulations by all such tenants, sublessees or

other persons or entities and agrees to directly respond to LESSOR on any issues concerning said parties and directly act concerning same.

7. NOTICES.

All notices to be given to the LESSEE shall be given in writing by hand delivery or by depositing the same in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the LESSEE at _____, Danbury, Connecticut, 06811. All notices to the LESSOR shall be given in writing to the City Clerk by hand delivery or by depositing same in the United States mail, postage prepaid, certified mail, return receipt requested addressed to the LESSOR, c/o City Clerk with copies to the Corporation Counsel, City of Danbury, 155 Deer Hill Avenue, Danbury, Connecticut, 06810 and to the Airport Administrator, P.O. Box 2299, Wibling Road, Danbury, Connecticut, 06813.

8. ADHERENCE TO AIRPORT REGULATIONS.

The LESSEE will observe all existing municipal regulations and state and federal laws including Part 139 Compliance procedures set forth in Exhibit E as may affect the operation of its business and the use of the premises, and further will observe and abide by the rules, regulations and guidelines as may be set forth from time to time by the Aviation Commission or the appropriate governing body, provided that such rules, regulations and guidelines as applied to LESSEE shall not be in a manner which substantially deviates from that applicable to other airport users or tenants.

9. RIGHT TO INSPECT.

LESSEE acknowledges the right of the LESSOR to inspect the premises, upon reasonable notice, during normal business hours for purposes of FAA compliance with any other federal or state law or local rules or regulations.

10. AIRPORT RULES AND REGULATIONS.

All applicable provisions of Exhibit B attached hereto and made a part hereof and as may be amended are incorporated herein and made a part hereof.

11. SUCCESSORS AND ASSIGNS.

The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto.

12. QUIET ENJOYMENT.

LESSOR has good right to lease the premises and LESSOR will suffer and permit LESSEE to occupy, possess and enjoy the premises during the term without hindrance or molestation from the LESSOR or any person claiming by, from or under LESSOR.

13. WASTE.

LESSEE leases the premises and will pay the rent therefor as aforesaid; and LESSEE will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; but will deliver up the same at the expiration or sooner termination of its tenancy in as good condition as now existing; except as herein stated, ordinary wear and tear and other unavoidable casualties excepted.

14. TERMINATION / RE-ENTRY / NO NOTICE.

If rent shall remain unpaid thirty (30) days after the same shall become payable as aforesaid, or the LESSEE shall commit waste or suffer the same to be committed on the premises, or shall injure or misuse the same, or shall violate any of the terms, provisions, or conditions herein contained, or if the LESSEE commits an act of bankruptcy, or if the LESSEE makes an application to its creditors for the composition of its debts or executes an assignment

for the benefit of creditors, or files a voluntary petition of bankruptcy or an involuntary petition in bankruptcy is filed against the LESSEE and not discharged within sixty (60) days; or if a receiver is appointed for any material or substantial portion of the assets of the LESSEE; then this lease shall thereupon, by virtue of this express stipulation herein, expire and terminate; and the said LESSOR may at any time thereafter re-enter the premises, and the same have and possess as of its former estate, and without such re-entry, may recover possession hereof in the manner prescribed by statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken as at common law, shall be necessary to enable the LESSOR to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry it hereby expressly waived the LESSEE.

Whenever this lease shall terminate, either by lapse of time or by virtue of any of the expressed stipulations herein, LESSEE hereby waives all rights to any notice to quit possession, as prescribed by the statute relating to summary process.

15. FAA COMPLIANCE / OPERATIONS.

The LESSEE will conduct its operations on the airport in accordance with the obligations of the LESSOR contained in any pre-existing agreements between the LESSOR and the United States; and in furtherance of this general covenant but without limiting its general application, the LESSEE specifically agrees:

a. to conduct its operations on the airport for the use and benefits of the public;

b. to make available for the use and benefit of the public all of its aeronautical facilities and services on fair and reasonable terms and without discrimination on account of race, creed, color or national origin;

c. to continue its service and operations in common with such other qualified persons desiring to conduct aeronautical operations on the airport in the event the LESSOR provides space therefor.

16. TERMINATION BY LESSOR.

In the event that this lease is terminated by the LESSOR prior to the expiration of the term, for any reason except LESSEE'S default or LESSEE'S breach of this lease, which termination except for such default or breach shall only be made upon an expressed finding by the LESSOR that such termination is required by the public good and necessity, LESSEE shall thereupon be reimbursed by LESSOR in an amount representing that sum to which LESSEE would be entitled had the LESSOR exercised its power of eminent domain which may result from any termination, interruption or inconvenience to LESSEE'S business, and upon such payments LESSEE shall have no further claim to any such payments nor any such structure or improvements. The term "Lessee's interest" as used in this paragraph shall include the interest of any party having interest in the LESSEE'S personal property or building(s) as mortgagor, lienor or the like.

17. HOLD OVER.

In case the said LESSEE, with the written consent of the LESSOR endorsed hereon, or on the duplicate hereof, at any time holds over the said premises beyond the period above specified as the termination of this lease, then the LESSEE will hold said premises upon the same terms and under the same stipulations and agreements as are in this instrument contained, and no holding over by LESSEE shall operate to renew this lease without such written consent of said LESSOR.

18. ADMINISTRATIVE APPROVALS.

No building(s) or structure(s) will be constructed on the premises without obtaining the prior written permission(s) of the Building Department and Planning Commission and/or the Planning Department, as applicable, of the City of Danbury, which approval(s) and permit(s) shall be a condition precedent to LESSEE'S obligations hereunder. In addition, LESSEE will simultaneously to said permission(s) submit a full set of plans to the Airport Administration.

19. FAA SECTION 308 REFERENCE.

The covenants and provisions herein contained are in no way intended as authorizing the grant of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

20. LESSOR RESERVATION OF RIGHTS.

The LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches, clear zones, transition and turn zones of the airport against obstructions to aircraft, together with the right to prevent the LESSEE from erecting or allowing any additional structures or growth on the leased premises which in the opinion of the LESSOR would limit the usefulness of the airport or otherwise constitute a hazard to aircraft.

21. LESSOR DEVELOPMENT RIGHTS.

The LESSOR reserves the right to develop or improve the airport, or any part thereof, or adjacent thereof, within its discretion regardless of the desires or opinions of the LESSEE and without interference or hindrance by the LESSEE; and to grant operational rights and privileges to others on available space elsewhere on the airport.

22. SUBORDINATION.

This lease will be subordinate to the provisions of any existing or future agreement entered into between the LESSOR and the United States to obtain federal aid for the improvement or operation and maintenance of the airport.

23. COMPLETE AGREEMENT.

This lease is the complete agreement between the parties and may not be waived, changed, modified, amended or terminated orally, but only by a writing signed by the party to be charged.

24. GOVERNING LAWS.

This lease shall be governed by, interpreted and construed under and in connection with the laws of the State of Connecticut.

25. FEES.

During the initial term of this lease and any renewal thereof, the LESSEE shall pay fees in accordance with Exhibit B, as the same is in force as of the date of this lease and as thereafter may be amended.

26. NON-DISCRIMINATION.

The LESSEE agrees not to discriminate on account of age, sex, race, creed, color or national origin in the use of the premises.

27. PERMISSION.

Wherever used herein, the terms "Permission" or "Consent of the LESSOR shall be obtained which shall not be unreasonably withheld", the parties hereto agree that the Aviation Commission of the City of Danbury shall have authority to grant such approval or consent on behalf of the LESSOR on proper application or petition to said Aviation Commission by

LESSEE unless otherwise specified in the charter or ordinances of the LESSOR municipality or pursuant to the laws of the State of Connecticut or the regulations of the FAA.

28. MORTGAGE / ENCUMBRANCE.

The LESSEE will not mortgage or otherwise encumber this lease without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld.

29. RIGHT OF FLIGHT / AIRSPACE.

The LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property (hereinafter described) together with the right to cause in said airspace such sound as may be inherent in the operation of aircraft, now known or hereafter used for the navigation of or flight in said airspace, together with the emission of fumes or particles incidental to aircraft navigation, and for the use of said airspace for the landing on, taking off from or operating on Danbury Municipal Airport.

30. HAZARDS.

The LESSEE expressly agrees for itself, its successors and assigns to prevent the use of the premises for the purpose which will create or result in hazards to flight such as, but not limited to, purposes which will (a) produce electrical interference with radio communications, (b) make it difficult for pilots to distinguish between airport lights and others, (c) project glare in the eyes of pilots, (d) impair visibility in the vicinity of the airport, or (e) otherwise endanger the landing, take-off or maneuvering of aircraft.

31. HEIGHT RESTRICTIONS.

The LESSOR retains the continuing right in the subject property to prevent the erection or growth of any building, structure, tree or other object extending into the airspace

(2) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the LESSEE may be allowed to make reasonable and non-discriminatory discounts, rebates or all other similar types of price reductions to volume purchasers.

34. NON-DISCRIMINATION; D.O.T.

The LESSEE for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease or a purpose for which a D.O.T. program or activity is extended or for another purpose involving the provisions of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said Regulations may be amended.

35. NON-DISCRIMINATION / FEDERAL; 49 CFR PART 1.

The LESSEE for itself, its personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and in the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21,

EXHIBIT A

ALL that certain piece or parcel of land situate in the City of Danbury, County of Fairfield, State of Connecticut, containing one-third (1/3) of an acre, more or less and bounded and described as follows:

Commencing at a point at Sadler Aircraft Building Reference point #53 on Airport Map dated June 20th 1973 and proceeding southerly to the end of the new fence a distance of 285' 10" and thence westerly to the Brook a distance of 48' 6" and thence northerly along the Brook a distance of 287' 6" and thence Easterly a distance of 56' 3" to the point of origin.

EXHIBIT B

MINIMUM STANDARDS FOR
LEASE AND/OR USE
OF
DANBURY MUNICIPAL AIRPORT
EFFECTIVE MAY 10, 1988

The purpose of the Rules and Regulations is to promote the general welfare of the Airport, have it operate as a viable entity, insure the safety of all persons living and working contiguous to and all persons using the Airport, protect all property on and adjacent to the Airport and benefit the CITY OF DANBURY and the region by enhancing aviation, air transportation and aeronautical activities.

c. 2. DEFINITIONS:

2.0. The Airport Administrator will be the designated agent of the Aviation Commission with the authority to enforce these Minimum Standards for the purposes stated in section 1.

2.1. The CITY OF DANBURY, CONNECTICUT is hereinafter referred to as the "CITY".

2.2. The Danbury Aviation Commission is hereinafter referred to as the "COMMISSION".

2.3. The Federal Aviation Administration is hereinafter referred to as the "F.A.A.".

2.4. The Danbury Municipal Airport is hereinafter referred to as the "AIRPORT". It includes:

(a) All City-owned land, defined on map entitled, "DANBURY MUNICIPAL AIRPORT, property of the town of Danbury, Miry Brook District, Town of Danbury, Connecticut," originally prepared by Sydney A. Rapp, L.S., dated July 30, 1955, and revised and updated by John F. Green, C.E., July, 1968, and filed in the Town Clerk's Office of the City Of Danbury, and approximately five (5) acres of land acquired by the City Of Danbury from Lena Hauck Lee, by warranty deed dated February 18, 1959, and recorded in Volume 340, page 215 of the Danbury Land Records.

(b) All land acquired in the future by the City for the Airport;

(c) All of the rights, title and interest of the City in and to aviation easements now in existence, or acquired in the future, for the benefit of the Airport;

(d) All of the right, title and interest of the City in and to pole line easements to Airport hazard beacons now in existence, or acquired in the future, for the benefit of the airport, which easements are, or may be located both in the City of Danbury and Town of Ridgefield.

2.5. A fixed-base operator, hereinafter referred to as an "F.B.O.", is any person, firm, corporation or other entity (i) located on either City-owned property or on privately-owned property contiguous to the Airport runway-taxiway system to which access or free access, granted by deed, may be granted by the Commission under terms of these Rules and Regulations and (ii) performing services in two or more of the following categories:

- (a) Sale of aviation petroleum by products and ramp service, hereinafter referred to as "Category A";
- (b) Flight instruction for either fixed-wing aircraft or rotocraft, aircraft rental, aircraft charter or non-schedule air taxi service, operation of a flying club hereinafter referred to as "Category B";
- (c) Aircraft sales, hereinafter referred to as "Category C";
- (d) Repair and Maintenance of all aircraft, engines, propellers, and accessories, hereinafter referred to as "Category D";
- (e) Avionic sales, repairs and maintenance, hereinafter referred to as "Category E";

2.6 An AIRPORT TENANT is any person, firm, corporation or other entity, located on City-owned property performing a service in one of the following categories:

- (a) Fuel sales - Excluded
- (b) Flight instruction for either fixed-wing aircraft or rotocraft, aircraft rental, aircraft charter or non-schedule air taxi service, operation of a flying club;
- (c) Aircraft sales;
- (d) Repair and Maintenance of aircraft, engines, propellers, and accessories;
- (e) Avionic sales, repairs and maintenance;

No persons, firms, corporations or other entities not otherwise exempt from the provisions of these rules and regulations shall use the Airport as a direct or an indirect means for carrying on any business or commercial activity, except as following:

- 3.1 An FBO operating under a lease from the City who possesses a permit issued by the Commission;
- 3.2 An FBO who is not a lessee of the City, but who possesses a permit issued by the Commission;
- 3.3 A sublessee or licensee of an FBO as described in subsection of 3.1 above, (1) whose sublessee or license, if said sublessee or licensee is engaged in a permit related activity as described in section 7 hereof, has been approved by the Commission, or (2) whose sublease, or license, if said sublessee or licensee is not engaged in a permit related activity as described in section 7 hereof, contains a provision that all activities of said sublessee shall be aeronautically related, as defined or construed in these Rules and Regulations and in the "Sponsor Assurances Agreement" between the Commission and the F.A.A.
- 3.4 A sublessee or licensee of an FBO as described in subsection 3.2 above, (1) whose sublease or license, if said sublessee or licensee is engaged in a permit related activity as described in section 7 hereof, has been approved by the Commission, or (2) whose sublease or license, if said sublessee or licensee is not engaged in a permit related activity as described in section 7 hereof, contains a provision that all activities of said sublessee shall be aeronautically related, as defined or construed in these Rules and Regulations and in the "Sponsor Assurances Agreement" between the Commission and the F.A.A.
- 3.5 Any person or entity providing a specialized service as specified in Section 6 hereof and operating under a permit issued by the Commission.
- 3.6 An Airport Tenant operating under a lease from the City who possesses a permit issued by the Commission.

Sec. 4. EXCLUSIONS

The following operations are excluded from and covered by these Rules and Regulations:

- 4.1 any operation by the Federal Government or one of its departments or agencies;

departments or agencies;

- 4.3 any operation by the City or by one of its departments or agencies;
- 4.4 scheduled air carrier operations;
- 4.5 scheduled air taxi operations, or commuter airlines, or the equivalent thereof.

c. 5. STATEMENTS OF POLICY:

- 5.1 No permit shall be issued or renewed by the Commission for any FBO commencing its operations on or after September 01, 1969, unless it has fully complied with these Rules and Regulations. However, the Commission may issue permits to any persons or entity listed in subsections 3.3, 3.4, 3.5 above without requiring full compliance with the portions of these Rules and Regulations relating to the number of categories and to the minimum physical requirements for land and buildings. All permittees, however, are required to fully comply with the portion of these Rules and Regulations dealing with fees. In the event that an FBO and another operation operating under either Sec. 3.3 or 3.4, on land controlled by said FBO, both performing services under any category listed in Sec 7.4., then each shall be liable for fees generated by its own operations. Subject to the approval of the Commission, lessees or licensees of an FBO or others operating pursuant to an agreement with an FBO and the FBO involved may apportion their liability for use fees by agreement. The issuance of permits to persons or entities listed in subsection 3.3 and 3.4 shall not relieve any F.B.O. from the obligation to perform at least 2 categories of service; as required pursuant to subsection 2.5.
- 5.2. Any persons or entity having a permit issued by the Commission in effect as of August 31, 1969 shall be allowed to operate at the Airport with out fully complying with the portions of these Rules and Regulations relating to the number of categories and to the minimum physical requirements for land buildings if the Commission determines that the continuation of such an operation is in the public interest or if the Commission determines it would be an extreme hardship, financial, or otherwise, for such a person or entity to fully comply with said portions of these Rules and Regulations. All such persons or entities, however, are required to fully comply with the portion of these Rules and Regulations dealing with fees.

5.3. In addition to the requirements of the FAA and pursuant to subsection 11.5 hereof, the Commission may establish such Rules and Regulations as are necessary for Safe and Orderly operation of the Airport. Any Rules and Regulations so established shall be appended hereto.

5.4. It is the policy of the Commission to prohibit non-aeronautical operations at the Airport.

ec. 6. RULES AND REGULATIONS PERTAINING TO CERTAIN SPECIALIZED SERVICES:

6.1. FLYING CLUBS. No flying club not operated by an FBO shall be based at the Airport until it has obtained a permit from the Commission. A flying club shall require equal ownership in the club's aircraft by all members, each of whom shall possess, at a minimum, a current FAA medical certificates. It must not consist of less than five (5) and not more than twentyfive (25) members. Flight instruction in club aircraft may be given only to club members and only by a certified flight instructor.

6.2. All other specialized services relative to aviation as defined and approved by the Commission.

ec. 7. RULES AND REGULATIONS PERTAINING TO FBO'S AND OTHER PERMITTEES

7.1. No persons, firm, corporation or other entity described in Sec. 3. hereof shall conduct activities at the Airport until receipt from the Commission of a permit to so act. A duly executed lease from the City shall not be considered a permit. Any permit issued to a lessee shall remain in effect during the term of the lease between the parties unless such permit is suspended, revoked or surrendered pursuant to Sec. 10. of these Rules and Regulations.

7.2. Prior to issuance of a permit, an applicant shall submit, at the request of the Commission, a report satisfying the Commission that it is technically and financially able to perform the proposed categories of service and is able to meet the insurance requirements of these Rules and Regulations.

7.3. In order to satisfy the Commission as may be required in subsection 7.2. above, each applicant shall allow the commission or its designee to inspect its financial background and any other records that are relevant to the requirements of subsection

7.4. Any information obtained by the Commission pursuant to this section shall be kept in strictest confidence. In addition to the requirements of subsection 7.2., the Commission may require each applicant to furnish evidence of its credit, or information relating to the experience, character or ability of the applicant to perform the proposed services.

7.5. Subject to the provisions of Sec. 5., permittees operating under categories defined in subsection 2.5 shall conform to the following requirements.

(a) CATEGORY A (FUEL). Permittees performing operations under Category A shall:

(i) Provide and maintain below-ground, fiberglass, storage tanks (in the case of new or replacement of existing installations) for AVGAS, REGULAR GAS and may, at the discretion of the permittee, also provide and maintain a below ground storage tank for JET FUEL. All such fiberglass storage shall have at least a 4,000 gallon capacity. No permittee shall obtain title to any such below-ground fiberglass storage tanks or accessories without the prior written consent of the Common Council of the City of Danbury, Connecticut and the Commission. Provided however, that the below-ground fiberglass storage tanks shall not be required if the permittee obtain a permit from the Commission authorizing the use of tank trucks for such purpose. Authorized mobile operations shall comply with all applicable Federal, State, and Local laws, rules and regulations.

(ii) Provide and maintain pumping equipment capable of servicing all aircraft normally using the Airport. The pumping equipment shall meet all applicable safety requirements;

(iii) Provide and maintain a building having a minimum size as specified in subsection 7.10 below. Said buildings shall provide a separate area conveniently located and comfortably heated for public use, including, but not limited to, a waiting room for passengers and crew of itinerant (non-scheduled) aircraft, office space, sanitary rest rooms and public telephones;

(b) CATEGORY B. (INSTRUCTION, RENTAL, CHARTER OR TAXI AND FLYING CLUBS:

- A. Permittees providing flight instruction services shall conform to the following requirements:
- (i) Provide a minimum of one certified instructor pilot on a fulltime basis;
 - (ii) Provide and at all times maintain a minimum of two aircraft properly equipped, licensed and certified for flight instruction;
 - (iii) Provide and maintain a building having a minimum size as specified in subsection 7.10 below. Said buildings shall provide a separate area consisting of classroom, office space, sanitary rest rooms and public telephones;
- B. Permittees providing aircraft rental services shall conform to the following requirements:
- (i) Provide and at all times maintain a minimum of two aircraft properly equipped, licensed and certified for rental;
- C. Permittees providing charter services shall conform to the following requirements:
- (i) Provide a minimum of one certified pilot who satisfies the relevant FAA ratings for charter services;
 - (ii) Provide and at all times maintain at least one aircraft certified and airworthy for air charter service, owned or leased by and under the absolute control of the permittee.
- D. Permittees providing non-scheduled air taxi service shall conform to the following requirements:
- (i) Provide a minimum of one certified pilot who satisfies the relevant FAA ratings for the type of air taxi service offered;
 - (ii) Provide and at all times maintain at least one aircraft certified and airworthy for air taxi service that is owned or leased by and under the absolute control of the permittee;

(c) CATEGORY C. (SALES). Permittees performing operations under Category C shall:

- (i) Provide a minimum of one full-time qualified demonstrator pilot;
- (ii) Provide and maintain a building having a minimum size as specified in subsection 7.10 below. Said building shall provide separate area for suitable office space and adequate sanitary facilities.

(d) CATEGORY D (REPAIRS). Permittees performing operations under Category D shall:

- (i) Provide and maintain a hangar having a minimum size as specified in subsection 7.10 below. Said hangar shall provide a separate area for suitable office space and adequate sanitary facilities.
- (ii) Furnish facilities and equipment for air frame and power plant repairs with at least one certified mechanic. In the case of a certified FAA repair station a licensed repairman shall be allowed. Such facilities shall provide for both major and minor repairs in the types of aircraft normally utilizing the Airport.

(e) CATEGORY E. (AVIONICS SALES AND SERVICE): Permittees performing operations under Category E shall:

- (i) Provide and maintain a building having a minimum size as specified in subsection 7.10 below. Said building shall provide separate areas with adequate space for office, shop, storage, avionics, aircraft repair, and sanitary facilities;
- (ii) Provide a technician having appropriate FCC and FAA certification who shall conduct complete aircraft transmitter, receiver, and antenna repair and installation;

7.6 Prior written approval from the Commission shall be required before commencement of any construction on City property or on adjacent property with respect to which a permit exists or is under consideration by the Commission. Such approval shall not be unreasonable withheld; provided, however, that approval shall not be granted, if said construction is inconsistent with the Master Plan for development

of the Airport. FAA form 7460-1 "Notice of proposed construction or Alteration", or its equivalent shall be submitted to the FAA through the Commission and approved by the FAA before approval is granted by the Commission.

- 7.7. All permittees shall adopt procedures acceptable to the Commission to insure that all personnel operating aircraft owned, leased, or under the control of said permittees have appropriate FAA ratings and current FAA Medical Certificates.
- 7.8 All permittees located on, or contiguous to, Airport property shall provide a concrete or flexible asphalt accessway to existing runways or taxiways. Such access-ways shall be designed and constructed in accordance with specifications approved by the Commission in writing. Said specifications shall require such width and strength as is necessary to service the class and weight of aircraft expected to use the particular access-way.
- 7.9 All permittees and aircraft owners shall be responsible for promptly removing damaged aircraft owned, leased or controlled by them from the runway, taxiway or public use area of the Airport, in accordance with applicable FAA regulations.
- 7.10 All permittees shall abide by all rules and regulations promulgated by the Commissions or the FAA necessary for the safe operation of the Airport including, but not limited to, flight and ground operations on, or in the vicinity of, the Airport
- 7.11 All FBO's shall provide a minimum of combined building and hangar space equal to or greater than 9,000 square feet.
- 7.12 All FBO's shall be responsible for the maintenance and repair, including snow removal, of all ramps and access-ways on or leading from Airport runways or taxiways to their leased or owned premises.
- 7.13 Each permittee shall agree to protect the public generally, their customer or clients, the City of Danbury and the Commission from any and all lawful damages, claims, or liability arising out of its use of the Airport by carrying comprehensive general liability insurance with a reputable company, licensed with the State of Connecticut, for bodily injury and property

damage liability combined single limit
\$1,000,000.00 each occurrence. All permittees shall name the City of Danbury as an additional insured and furnish a certificate of insurance to the Airport Administrator or his designee. It is further understood that as circumstances in the future dictate, the Commission may require an increase in reasonable amounts in bodily injury liability and or property damage liability insurance.

7.14. All FBO'S shall comply with the provisions of sec. 18-13 of the Danbury Code of Ordinances. In addition, all other permittees who own, lease or control aircraft at the Airport shall comply with said provisions of Sec. 18-13.

7.15. (a) All FBO's shall provide a minimum of 5 acres of land regardless of the number of categories of service provided. Excluded from this provision are the properties of less than 5 acres presently occupied by existing FBO's at Danbury Municipal Airport. Any property consisting of 5 acres or less may not be subdivided for FBO operations.

(b) The maximum land for the Airport Tenant shall be one acre.

7.16 No permittees shall assign or sublease rights granted under a permit issued by the Commission, or allow any other person, firm, corporation or entity to operate or conduct any business venture at the Airport without prior written approval of the Commission.

7.17 All F.B.O.'s operating under category "A" shall notify the Airport Administrator of deliveries of fuel to be used in any aircraft or rotocraft at least 72 hours prior to said deliveries. All F.B.O.'s receiving fuel under this category shall supply a copy of the tank truck delivery ticket to the Airport Administrator's Office within 72 hours after the delivery.

The Comptroller's Office shall bill the FBO's and payment shall be within 30 days of the billing date. Interest to be charged at the current rate of 1 1/2 % on the unpaid balance per month.

7.18 All permits issued by the Commission hereunder shall be subject to the provisions of any "sponsor assurances" provided to the Federal Government by the City in connection with any grants received by the City from the Federal Government in effect now or in the future.

permits issued by the Commission shall at all times be displayed in a conspicuous place on the premises of the permittee.

c. 8. RULES AND REGULATIONS PERTAINING TO THE CITY AND THE COMMISSION

The City will provide the following services:

- (a) security services to patrol the runways, taxiways, ramps areas and Airport roadways;
- (b) maintenance and operation of runway lights, rotating light beacon and lighted wind sock to permit night flying operations at all times, as well as maintenance of such navigation or landing aids as may hereinafter be installed;
- (c) maintenance of runways, taxiways, and ramp areas open for use of the general public, including snow removal service for such areas.

ec. 9. USE FEES

9.1. Each permittee shall pay to the City the fees indicated below for each category of service performed or type of permit obtained.

(a) All F.B.O.'s operating under Category "A" shall pay to the City a fuel flowage fee of \$0.05 per gallon.

9.2 The following minimum annual Airport use fees shall apply to all FBO's and their lessees and licensees and others operating pursuant to a permit issued hereunder for each category of service provided. The total minimum annual fee shall be the sum of all minimum annual fees for all categories of service for which a permit has been issued. The following are minimum permit fees.

A. Fuel	\$500.00 Annual
B. Instruction, Rental, Charter, Taxi or Flying Club	\$2,000.00 for 1988 \$3,000.00 for 1989
C. Sales	\$2,000.00 for 1988 \$3,000.00 for 1989
D. Repairs	\$2,000.00 for 1988 \$3,000.00 for 1989
E. Avionics Sales and Service	\$2,000.00 for 1988 \$3,000.00 for 1989

For the quarter ending March 31, June 30, September 30, and December 31, respectively, the fees due to the City shall be paid or before January 1, April 1, July 1, and October 1, respectively. Interest shall accrue on the unpaid balance of all fees at a rate of 1.5% per month.

- 9.3 The fees payable to the City under subsection 9.2 shall be paid to the City quarterly.
- 9.4 Lease fees are the responsibility of the Common Council.
- 9.5 In order to ensure that the City of Danbury is receiving all fees and payments to which it is entitled under these minimum standards, all fixed base operators, their tenants and all other permittees shall allow the Comptroller of the City or his designee to inspect their records, books of account and all other pertinent records for the current calendar year and for three (3) preceding calendar years. Said inspection shall be made subject to the following guidelines:
1. All inspections shall be made at reasonable times with ten (10) days advance notice given to the FBO, tenant or other permittee.
 2. The FBO, tenant or other permittee shall at the time of inspection, make available and have available all documents as indicated above.
 3. All information regarding the above matter shall be kept in the strictest confidence by the City of Danbury, unless such information becomes germane to litigation.

ec. 10. REVOCATION, SUSPENSION AND SURRENDER

- 10.1 The Commission may suspend or revoke any permit which it has issued:
- (a) for false statement knowingly made in either the application or in any statement of fact by the applicant to the Commission;
 - (b) for willful or repeated violation of or repeated failure to comply with any requirement of these Rules and Regulations, subject to the provisions of subsection 5.1 and 5.2 above;
 - (c) for default in payment of all fees and taxes due the City of Danbury (15) fifteen calendar days or more past due, unless said payment is legally contested in a court of law of competent jurisdiction.

- 10.2 Before suspending or revoking a permit, the Commission shall serve upon the permittee an order to show cause why said permit should not be suspended or revoked. The order to show cause shall contain a statement of the permittee's violation and shall also contain notice of the date, time and place of the hearing to be held by the Commission at which the permittee may present evidence relevant to the alleged violation.
- 10.3 Notwithstanding the provisions of subsection 10.2 hereof, where the protection of life or property is involved, the Commission may suspend a permit pending the result of a hearing held no later than ten (10) days after said suspension.
- 10.4 Any permit may be surrendered to the Aviation Commission by the holder thereof at any time by filing written notice with the Commission. Upon surrender of any permit issued hereunder the Commission shall make a pro rate adjustment to any fees charged for the year in question.
- 10.5 Whenever the Commission shall revoke or suspend any permit issued hereunder the permit shall be physically returned to the Commission within two (2) working days.

Sec. 11. GENERAL PROVISIONS:

- 11.1 No permit issued pursuant to these Rules and Regulations shall be transferable without the prior written consent of the Commission.
- 11.2 These Rules and Regulations shall be deemed to be incorporated into any permit issued by the Commission pursuant to these Rules and Regulations.
- 11.3 Except in the case of existing FBO's, the Commission prior to the issuance of a permit, may require the applicant to submit a plot plan.
- 11.4 When a transfer of the majority or controlling interest in the stock of a corporation holding a permit is proposed, the management of the corporation shall satisfy the Commission that it is able to meet the requirements for subsections 7.2 and 7.3 above. Failure to so satisfy the Commission shall be a ground for revocation. Prior to Aviation Commission approval of such a proposed transfer, the management shall submit written proof that all current and outstanding fees and overriding percentages have been paid to the City.

- 5 Prior to the amendment of these Rules and Regulations, or prior to the adoption of any additional Rules and Regulations, the Commission shall hold a public hearing at which all interested parties shall have a right to be heard. Notice of said hearing shall be published in a newspaper having a daily circulation in Danbury at least (7) days prior thereto. Said notice shall state the time and place of said hearing and shall state the location where copies of the proposed Rules and Regulations and amendments thereto shall be available for inspection.



36

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

June 26, 2002

PLEASE REPLY TO:

DANBURY, CT 06810

Hon. Mayor Mark D. Boughton
Hon. Members of the Common Council
155 Deer Hill Avenue
Danbury, CT 06810

Re: Sadler Aircraft Service, Inc. - Airport Lease

Dear Mayor and Council:

The Danbury Aviation Commission recently gave approval to the attached lease for property located at the Danbury Municipal Airport. This FBO has a long-standing relationship with the City of Danbury and is expected to continue to provide the aeronautical services it has provided to date.

The Aviation Commission has reviewed the rent structure for these types of leases and in cases where existing leases are up for renewal, has established and recommends rental payments based on a "per acre" value of \$5,100.00. The Commission has also suggested a lease term of five (5) years with one five (5) year option term. The tenant pays all taxes and pays fixed based operator fees to the City based on the Airport Minimum Standards presently in effect.

The Commission has asked that this lease be forward to you for consideration. In the event you have any questions, please do not hesitate to contact us.

Very truly yours,

Laszlo L. Pinter,
Assistant Corporation Counsel

Attachment

cc: Robert J. Yamin, Corporation Counsel
John Ashkar, Chairman Aviation Commission
Dominic A. Setaro, Jr., Director of Finance
Paul D. Estefan, Airport Administrator
Sadler Aircraft

Llp/airportlease

SADLER AIRCRAFT SERVICE, INC.

LEASE

THIS LEASE made this day of , 2002, between **the CITY OF DANBURY**, a municipal corporation, organized and existing under and by virtue of the laws of the State of Connecticut, and **SADLER AIRCRAFT SERVICE, INC.**, a Connecticut corporation having an office and principal place of business on Wibling Road, Danbury, Connecticut, 06811, hereinafter referred to respectively as "LESSOR" and "LESSEE".

W I T N E S S E T H:

That the LESSOR hereby leases to the LESSEE and the LESSEE hereby leases from the LESSOR, that certain piece or parcel of land hereafter referred to as "the premises", more fully described on Exhibit A attached hereto and made a part hereof, for the purpose of conducting business as a fixed-base operator (FBO) at Danbury Municipal Airport, as defined in the Minimum Standards for Lease and/or Use of Danbury Municipal Airport, effective May 10, 1988, as amended, a copy of which is attached hereto and made a part hereof as Exhibit B. IT IS FURTHER MUTUALLY AGREED between the parties as follows:

1. TERM.

The term of this lease (which lease automatically supercedes any other lease for the premises), shall be for five (5) years, commencing upon the execution hereof, at an annual rent of Seven Thousand Four Hundred Forty Six & 00/100 dollars plus annual CPI (\$7,446.00) payable yearly, in advance. There shall be one (1) five (5) year option to renew given to the LESSEE, at such annual rent as may be established by an appraisal of the premises, agreed to by the parties, to be completed and available at least 180 days prior to the expiration of the base

term of this lease. If no appraisal exists by such date, or if the parties are unable to agree on a rent for the option period, the annual rent for the option period shall be Ten (10%) percent over the present rent.

2. WAIVER OF CLAIMS.

LESSEE, as a material part of the consideration to be rendered to LESSOR, hereby waives all claims against LESSOR for damages to goods, wares and merchandise in, upon or about the premises and for injuries to persons in or about the premises, from any cause arising at any time, and LESSEE will hold LESSOR exempt and harmless from any claim, damage or injury to any person, or to the goods, wares and merchandise of any person arising from the use of the premises by LESSEE, or from the failure of LESSEE to keep the premises in good condition and repair.

3. UTILITIES/INSURANCE/TAXES.

LESSEE will pay for all applicable water, gas, heat, light, power, sewer service, telephone service and all other similar service supplied to said premises. LESSEE will also maintain liability insurance in the amount of \$2,000,000 which amount may be increased from time to time upon notification to LESSEE by LESSOR, naming the City of Danbury as an additional insured. Said insurance certificate shall be submitted to the LESSOR prior to the execution hereof. LESSEE will also pay such property taxes as may be assessed by the LESSOR.

4. TITLE TO STRUCTURES.

Title to all appurtenant structures as may be constructed by the LESSEE on the premises as a part of the improvements at the facility shall remain in the LESSEE during the term of this lease and any renewal thereof. At such time as this lease has terminated, title in and to all appurtenant structures not presently owned by the LESSOR shall revert to LESSOR.

5. OPERATIONS / COMPLIANCE / SUB-TENANCY.

During the term of this lease, the LESSEE shall be solely responsible for maintenance, repair, service and upkeep of the premises. The LESSEE shall have the right to use all appurtenant structures in the conduct of its business, provided, however, that such use shall at all times be in accordance with Exhibit B as amended from time to time, provided such amendment or amendments do not substantially adversely impact the conduct of LESSEE'S business or its use of the premises in a manner which substantially deviates from that applicable to other airport users or tenants. The LESSEE specifically recognizes that it may not sublease the premises or assign the lease except in accordance with the provisions of Exhibit B and without the approval of the Aviation Commission, which approval shall not be unreasonably withheld. In the event of a sublease of all or a portion of the premises, LESSEE agrees to assume responsibility for compliance with the terms of this lease by any such sublessee.

6. ON-SITE MANAGEMENT / ACCOUNTABILITY.

LESSEE specifically agrees to employ full-time an on-site manager which person or his designee shall be available during normal business hours in order to respond to any activity or action concerning this lease agreement. When such need arises, LESSEE further agrees to be fully accountable, as pertains to its obligations under this lease for any actions of its tenants, sublessees or other persons and entities operating on said premises or off by virtue of any agreement whether written or oral with SADLER AIRCRAFT SERVICE, INC. SADLER AIRCRAFT SERVICE, INC., further agrees to ensure the full compliance with all airport rules and regulations by all such tenants, sublessees or other persons or entities and agrees to directly respond to LESSOR on any issues concerning said parties and directly act concerning same.

7. NOTICES.

All notices to be given to the LESSEE shall be given in writing by hand delivery or by depositing the same in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the LESSEE at Wibling Road, Danbury, Connecticut, 06811. All notices to the LESSOR shall be given in writing to the City Clerk by hand delivery or by depositing same in the United States mail, postage prepaid, certified mail, return receipt requested addressed to the LESSOR, c/o City Clerk with copies to the Corporation Counsel, City of Danbury, 155 Deer Hill Avenue, Danbury, Connecticut, 06810 and to the Airport Administrator, P.O. Box 2299, Wibling Road, Danbury, Connecticut, 06813.

8. ADHERENCE TO AIRPORT REGULATIONS.

The LESSEE will observe all existing municipal regulations and state and federal laws including Part 139 Compliance procedures set forth in Exhibit E as may affect the operation of its business and the use of the premises, and further will observe and abide by the rules, regulations and guidelines as may be set forth from time to time by the Aviation Commission or the appropriate governing body, provided that such rules, regulations and guidelines as applied to LESSEE shall not be in a manner which substantially deviates from that applicable to other airport users or tenants.

9. RIGHT TO INSPECT.

LESSEE acknowledges the right of the LESSOR to inspect the premises, upon reasonable notice, during normal business hours for purposes of FAA compliance with any other federal or state law or local rules or regulations.

10. AIRPORT RULES AND REGULATIONS.

All applicable provisions of Exhibit B attached hereto and made a part hereof and as may be amended are incorporated herein and made a part hereof.

11. SUCCESSORS AND ASSIGNS.

The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto.

12. QUIET ENJOYMENT.

LESSOR has good right to lease the premises and LESSOR will suffer and permit LESSEE to occupy, possess and enjoy the premises during the term without hindrance or molestation from the LESSOR or any person claiming by, from or under LESSOR.

13. WASTE.

LESSEE leases the premises and will pay the rent therefor as aforesaid; and LESSEE will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; but will deliver up the same at the expiration or sooner termination of its tenancy in as good condition as now existing; except as herein stated, ordinary wear and tear and other unavoidable casualties excepted.

14. TERMINATION / RE-ENTRY / NO NOTICE.

If rent shall remain unpaid thirty (30) days after the same shall become payable as aforesaid, or the LESSEE shall commit waste or suffer the same to be committed on the premises, or shall injure or misuse the same, or shall violate any of the terms, provisions, or conditions herein contained, or if the LESSEE commits an act of bankruptcy, or if the LESSEE makes an application to its creditors for the composition of its debts or executes an assignment

for the benefit of creditors, or files a voluntary petition of bankruptcy or an involuntary petition in bankruptcy is filed against the LESSEE and not discharged within sixty (60) days; or if a receiver is appointed for any material or substantial portion of the assets of the LESSEE; then this lease shall thereupon, by virtue of this express stipulation herein, expire and terminate; and the said LESSOR may at any time thereafter re-enter the premises, and the same have and possess as of its former estate, and without such re-entry, may recover possession hereof in the manner prescribed by statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken as at common law, shall be necessary to enable the LESSOR to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry it hereby expressly waived the LESSEE.

Whenever this lease shall terminate, either by lapse of time or by virtue of any of the expressed stipulations herein, LESSEE hereby waives all rights to any notice to quit possession, as prescribed by the statute relating to summary process.

15. FAA COMPLIANCE / OPERATIONS.

The LESSEE will conduct its operations on the airport in accordance with the obligations of the LESSOR contained in any pre-existing agreements between the LESSOR and the United States; and in furtherance of this general covenant but without limiting its general application, the LESSEE specifically agrees:

- a. to conduct its operations on the airport for the use and benefits of the public;
- b. to make available for the use and benefit of the public all of its aeronautical facilities and services on fair and reasonable terms and without discrimination on account of race, creed, color or national origin;

c. to continue its service and operations in common with such other qualified persons desiring to conduct aeronautical operations on the airport in the event the LESSOR provides space therefor.

16. TERMINATION BY LESSOR.

In the event that this lease is terminated by the LESSOR prior to the expiration of the term, for any reason except LESSEE'S default or LESSEE'S breach of this lease, which termination except for such default or breach shall only be made upon an expressed finding by the LESSOR that such termination is required by the public good and necessity, LESSEE shall thereupon be reimbursed by LESSOR in an amount representing that sum to which LESSEE would be entitled had the LESSOR exercised its power of eminent domain which may result from any termination, interruption or inconvenience to LESSEE'S business, and upon such payments LESSEE shall have no further claim to any such payments nor any such structure or improvements. The term "Lessee's interest" as used in this paragraph shall include the interest of any party having interest in the LESSEE'S personal property or building(s) as mortgagor, lienor or the like.

17. HOLD OVER.

In case the said LESSEE, with the written consent of the LESSOR endorsed hereon, or on the duplicate hereof, at any time holds over the said premises beyond the period above specified as the termination of this lease, then the LESSEE will hold said premises upon the same terms and under the same stipulations and agreements as are in this instrument contained, and no holding over by LESSEE shall operate to renew this lease without such written consent of said LESSOR.

18. ADMINISTRATIVE APPROVALS.

No building(s) or structure(s) will be constructed on the premises without obtaining the prior written permission(s) of the Building Department and Planning Commission and/or the Planning Department, as applicable, of the City of Danbury, which approval(s) and permit(s) shall be a condition precedent to LESSEE'S obligations hereunder. In addition, LESSEE will simultaneously to said permission(s) submit a full set of plans to the Airport Administration.

19. FAA SECTION 308 REFERENCE.

The covenants and provisions herein contained are in no way intended as authorizing the grant of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

20. LESSOR RESERVATION OF RIGHTS.

The LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches, clear zones, transition and turn zones of the airport against obstructions to aircraft, together with the right to prevent the LESSEE from erecting or allowing any additional structures or growth on the leased premises which in the opinion of the LESSOR would limit the usefulness of the airport or otherwise constitute a hazard to aircraft.

21. LESSOR DEVELOPMENT RIGHTS.

The LESSOR reserves the right to develop or improve the airport, or any part thereof, or adjacent thereof, within its discretion regardless of the desires or opinions of the LESSEE and without interference or hindrance by the LESSEE; and to grant operational rights and privileges to others on available space elsewhere on the airport.

22. SUBORDINATION.

This lease will be subordinate to the provisions of any existing or future agreement entered into between the LESSOR and the United States to obtain federal aid for the improvement or operation and maintenance of the airport.

23. COMPLETE AGREEMENT.

This lease is the complete agreement between the parties and may not be waived, changed, modified, amended or terminated orally, but only by a writing signed by the party to be charged.

24. GOVERNING LAWS.

This lease shall be governed by, interpreted and construed under and in connection with the laws of the State of Connecticut.

25. FEES.

During the initial term of this lease and any renewal thereof, the LESSEE shall pay fees in accordance with Exhibit B, as the same is in force as of the date of this lease and as thereafter may be amended.

26. NON-DISCRIMINATION.

The LESSEE agrees not to discriminate on account of age, sex, race, creed, color or national origin in the use of the premises.

27. PERMISSION.

Wherever used herein, the terms "Permission" or "Consent of the LESSOR shall be obtained which shall not be unreasonably withheld", the parties hereto agree that the Aviation Commission of the City of Danbury shall have authority to grant such approval or consent on behalf of the LESSOR on proper application or petition to said Aviation Commission by

LESSEE unless otherwise specified in the charter or ordinances of the LESSOR municipality or pursuant to the laws of the State of Connecticut or the regulations of the FAA.

28. MORTGAGE / ENCUMBRANCE.

The LESSEE will not mortgage or otherwise encumber this lease without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld.

29. RIGHT OF FLIGHT / AIRSPACE.

The LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property (hereinafter described) together with the right to cause in said airspace such sound as may be inherent in the operation of aircraft, now known or hereafter used for the navigation of or flight in said airspace, together with the emission of fumes or particles incidental to aircraft navigation, and for the use of said airspace for the landing on, taking off from or operating on Danbury Municipal Airport.

30. HAZARDS.

The LESSEE expressly agrees for itself, its successors and assigns to prevent the use of the premises for the purpose which will create or result in hazards to flight such as, but not limited to, purposes which will (a) produce electrical interference with radio communications, (b) make it difficult for pilots to distinguish between airport lights and others, (c) project glare in the eyes of pilots, (d) impair visibility in the vicinity of the airport, or (e) otherwise endanger the landing, take-off or maneuvering of aircraft.

31. HEIGHT RESTRICTIONS.

The LESSOR retains the continuing right in the subject property to prevent the erection or growth of any building, structure, tree or other object extending into the airspace

above the limits set forth in the overlay map as amended from time to time entitled "FAA Part 77 Surfaces" drawing No. 7 prepared by Edwards & Kelcey, Inc. Dated June 17, 1985 on file with LESSOR, and to remove from said airspace, at the LESSEE'S expense or at the sole option of the LESSOR, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property together with the right of ingress to, passage over, and egress from LESSEE'S property for the above purpose.

32. COVENANTS RUNNING WITH LAND.

The LESSEE expressly agrees for itself, its successors and assigns, that the reservations and restrictions set forth in this instrument shall run with the land which shall be the servient tenement, it being intended that the lands now and hereafter comprising the airport shall be the dominant tenement; excepting, however, that such reservations and restrictions shall become void and of no force and effect on such date as the lands comprised in the aforesaid airport shall cease to be used for airport purposes.

33. SPONSOR ASSURANCE.

The LESSEE for itself, its personal representatives, successors in interest and assigns does hereby agree that if any aeronautical services or activities are to be offered, performed or conducted upon the Premises that:

In the exercise of the rights and privileges granted for the furnishing of aeronautical services to the public, LESSEE will:

(1) furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the LESSEE may be allowed to make reasonable and non-discriminatory discounts, rebates or all other similar types of price reductions to volume purchasers.

34. NON-DISCRIMINATION; D.O.T.

The LESSEE for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease or a purpose for which a D.O.T. program or activity is extended or for another purpose involving the provisions of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said Regulations may be amended.

35. NON-DISCRIMINATION / FEDERAL; 49 CFR PART 1.

The LESSEE for itself, its personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and in the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21,

STATE OF CONNECTICUT)

) ss: Danbury

COUNTY OF FAIRFIELD)

On this the _____ day of _____, 2002, before me, _____, the undersigned officer, personally appeared _____, 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.

Commissioner of the Superior Court
Notary Public

Description

Starting at a point at the North end of the Steel Pipe at the Bridge joining the property of Clifford Sadler and the Bravo taxiway a distance of 12'. Westerly to an Iron Pipe on the West edge of the Brook and thence in a Northeasterly direction 77' to an Iron Pin set on the North edge of the Brook. Following the top edge of the Brook from the aforementioned Iron Pin to the West Corner of a 129' asphalt covered bridge joining Sadler Aircraft Service to the South taxiway. Thence from the East corner of said Sadler Bridge 270' in an Easterly direction to the West Corner of a 26' wide asphalt covered bridge joining Danbury Avionics to the South taxiway. Thence from the East side of the aforementioned bridge in an Easterly direction 139' to an Iron Pin set at the top North bank of the Brook. From that Iron Pin due North a distance of 30' to a Iron Pin. From said Iron Pin in a Westerly direction a total of 736 lineal feet with deductions for the Bridges of 155' or a net of 581 lineal feet in a Westerly direction to another Iron Pin and thence in a South Westerly direction 77' to an Iron Pin and thence 30' Easterly to the point of origin for a total of 17,430 square feet.

EXHIBIT B

MINIMUM STANDARDS FOR
LEASE AND/OR USE
OF
DANBURY MUNICIPAL AIRPORT
EFFECTIVE MAY 10, 1988

The purpose of the Rules and Regulations is to promote the general welfare of the Airport, have it operate as a viable city, insure the safety of all persons living and working contiguous to and all persons using the Airport, protect all property on and adjacent to the Airport and benefit the CITY OF DANBURY and the region by enhancing aviation, air transportation and aeronautical activities.

c. 2. DEFINITIONS:

2.0. The Airport Administrator will be the designated agent of the Aviation Commission with the authority to enforce these Minimum Standards for the purposes stated in section 1.

2.1. The CITY OF DANBURY, CONNECTICUT is hereinafter referred to as the "CITY".

2.2. The Danbury Aviation Commission is hereinafter referred to as the "COMMISSION".

2.3. The Federal Aviation Administration is hereinafter referred to as the "F.A.A.".

2.4. The Danbury Municipal Airport is hereinafter referred to as the "AIRPORT". It includes:

(a) All City-owned land, defined on map entitled, "DANBURY MUNICIPAL AIRPORT, property of the town of Danbury, Miry Brook District, Town of Danbury, Connecticut," originally prepared by Sydney A. Rapp, L.S., dated July 30, 1955, and revised and updated by John F. Green, C.E., July, 1968, and filed in the Town Clerk's Office of the City of Danbury, and approximately five (5) acres of land acquired by the City of Danbury from Lena Hauck Lee, by warranty deed dated February 18, 1959, and recorded in Volume 340, page 215 of the Danbury Land Records.

(b) All land acquired in the future by the City for the Airport;

(c) All of the rights, title and interest of the City in and to aviation easements now in existence, or acquired in the future, for the benefit of the Airport;

(d) All of the right, title and interest of the City in and to pole line easements to Airport hazard beacons now in existence, or acquired in the future, for the benefit of the airport, which easements are, or may be located both in the City of Danbury and Town of Ridgefield.

2.5. A fixed-base operator, hereinafter referred to as an "F.B.O.", is any person, firm, corporation or other entity (i) located on either City-owned property or on privately-owned property contiguous to the Airport runway-taxiway system to which access or free access, granted by deed, may be granted by the Commission under terms of these Rules and Regulations and (ii) performing services in two or more of the following categories:

- (a) Sale of aviation petroleum by products and ramp service, hereinafter referred to as "Category A";
- (b) Flight instruction for either fixed-wing aircraft or rotocraft, aircraft rental, aircraft charter or non-schedule air taxi service, operation of a flying club hereinafter referred to as "Category B";
- (c) Aircraft sales, hereinafter referred to as "Category C";
- (d) Repair and Maintenance of all aircraft, engines, propellers, and accessories, hereinafter referred to as "Category D";
- (e) Avionic sales, repairs and maintenance, hereinafter referred to as "Category E";

2.6. An AIRPORT TENANT is any person, firm, corporation or other entity, located on City-owned property performing a service in one of the following categories:

- (a) Fuel sales - Excluded
- (b) Flight instruction for either fixed-wing aircraft or rotocraft, aircraft rental, aircraft charter or non-schedule air taxi service, operation of a flying club;
- (c) Aircraft sales;
- (d) Repair and Maintenance of aircraft, engines, propellers, and accessories;
- (e) Avionic sales, repairs and maintenance;

No persons, firms, corporations or other entities not otherwise exempt from the provisions of these rules and regulations shall use the Airport as a direct or an indirect means for carrying on any business or commercial activity, except as follows:

- 3.1 An FBO operating under a lease from the City who possesses a permit issued by the Commission;
- 3.2 An FBO who is not a lessee of the City, but who possesses a permit issued by the Commission;
- 3.3 A sublessee or licensee of an FBO as described in subsection of 3.1 above, (1) whose sublessee or licensee, if said sublessee or licensee is engaged in a permit related activity as described in section 7 hereof, has been approved by the Commission, or (2) whose sublease, or license, if said sublessee or licensee is not engaged in a permit related activity as described in section 7 hereof, contains a provision that all activities of said sublessee shall be aeronautically related, as defined or construed in these Rules and Regulations and in the "Sponsor Assurances Agreement" between the Commission and the F.A.A.
- 3.4 A sublessee or licensee of an FBO as described in subsection 3.2 above, (1) whose sublease or license, if said sublessee or licensee is engaged in a permit related activity as described in section 7 hereof, has been approved by the Commission, or (2) whose sublease or license, if said sublessee or licensee is not engaged in a permit related activity as described in section 7 hereof, contains a provision that all activities of said sublessee shall be aeronautically related, as defined or construed in these Rules and Regulations and in the "Sponsor Assurances Agreement" between the Commission and the F.A.A.
- 3.5 Any person or entity providing a specialized service as specified in Section 6 hereof and operating under a permit issued by the Commission.
- 3.6 An Airport Tenant operating under a lease from the City who possesses a permit issued by the Commission.

Sec. 4. EXCLUSIONS

The following operations are excluded from and covered by these Rules and Regulations:

- 4.1 any operation by the Federal Government or one of its departments or agencies;

departments or agencies;

- 4.3 any operation by the City or by one of its departments or agencies;
- 4.4 scheduled air carrier operations;
- 4.5 scheduled air taxi operations, or commuter airlines, or the equivalent thereof.

c. 5. STATEMENTS OF POLICY:

- 5.1 No permit shall be issued or renewed by the Commission for any FBO commencing its operations on or after September 01, 1969, unless it has fully complied with these Rules and Regulations. However, the Commission may issue permits to any persons or entity listed in subsections 3.3, 3.4, 3.5 above without requiring full compliance with the portions of these Rules and Regulations relating to the number of categories and to the minimum physical requirements for land and buildings. All permittees, however, are required to fully comply with the portion of these Rules and Regulations dealing with fees. In the event that an FBO and another operation operating under either Sec. 3.3 or 3.4, on land controlled by said FBO, both performing services under any category listed in Sec 7.4., then each shall be liable for fees generated by its own operations. Subject to the approval of the Commission, lessees or licensees of an FBO or others operating pursuant to an agreement with an FBO and the FBO involved may apportion their liability for use fees by agreement. The issuance of permits to persons or entities listed in subsection 3.3 and 3.4 shall not relieve any F.B.O. from the obligation to perform at least 2 categories of service; as required pursuant to subsection 2.5.
- 5.2. Any persons or entity having a permit issued by the Commission in effect as of August 31, 1969 shall be allowed to operate at the Airport with out fully complying with the portions of these Rules and Regulations relating to the number of categories and to the minimum physical requirements for land buildings if the Commission determines that the continuation of such an operation is in the public interest or if the Commission determines it would be an extreme hardship, financial, or otherwise, for such a person or entity to fully comply with said portions of these Rules and Regulations. All such persons or entities, however, are required to fully comply with the portion of these Rules and Regulations dealing with fees.

to the requirements of the FAA and pursuant to subsection 11.5 hereof, the Commission may establish such Rules and Regulations as are necessary for Safe and Orderly operation of the Airport. Any Rules and Regulations so established shall be appended hereto.

5.4. It is the policy of the Commission to prohibit non-aeronautical operations at the Airport.

ec. 6. RULES AND REGULATIONS PERTAINING TO CERTAIN SPECIALIZED SERVICES:

6.1. FLYING CLUBS. No flying club not operated by an FBO shall be based at the Airport until it has obtained a permit from the Commission. A flying club shall require equal ownership in the club's aircraft by all members, each of whom shall possess, at a minimum, a current FAA medical certificates. It must not consist of less than five (5) and not more than twentyfive (25) members. Flight instruction in club aircraft may be given only to club members and only by a certified flight instructor.

6.2. All other specialized services relative to aviation as defined and approved by the Commission.

ec. 7. RULES AND REGULATIONS PERTAINING TO FBO'S AND OTHER PERMITTEES

7.1. No persons, firm, corporation or other entity described in Sec. 3. hereof shall conduct activities at the Airport until receipt from the Commission of a permit to so act. A duly executed lease from the City shall not be considered a permit. Any permit issued to a lessee shall remain in effect during the term of the lease between the parties unless such permit is suspended, revoked or surrendered pursuant to Sec. 10. of these Rules and Regulations.

7.2. Prior to issuance of a permit, an applicant shall submit, at the request of the Commission, a report satisfying the Commission that it is technically and financially able to perform the proposed categories of service and is able to meet the insurance requirements of these Rules and Regulations.

7.3. In order to satisfy the Commission as may be required in subsection 7.2. above, each applicant shall allow the commission or its designee to inspect its financial background and any other records that are relevant to the requirements of subsection

7.4. Any information obtained by the Commission pursuant to this section shall be kept in strictest confidence. In addition to the requirements of subsection 7.2., the Commission may require each applicant to furnish evidence of its credit, or information relating to the experience, character or ability of the applicant to perform the proposed services.

7.5. Subject to the provisions of Sec. 5., permittees operating under categories defined in subsection 2.5 shall conform to the following requirements.

(a) CATEGORY A (FUEL). Permittees performing operations under Category A shall:

(i) Provide and maintain below-ground, fiberglass, storage tanks (in the case of new or replacement of existing installations) for AVGAS, REGULAR GAS and may, at the discretion of the permittee, also provide and maintain a below ground storage tank for JET FUEL. All such fiberglass storage shall have at least a 4,000 gallon capacity. No permittee shall obtain title to any such below-ground fiberglass storage tanks or accessories without the prior written consent of the Common Council of the City of Danbury, Connecticut and the Commission. Provided however, that the below-ground fiberglass storage tanks shall not be required if the permittee obtain a permit from the Commission authorizing the use of tank trucks for such purpose. Authorized mobile operations shall comply with all applicable Federal, State, and Local laws, rules and regulations.

(ii) Provide and maintain pumping equipment capable of servicing all aircraft normally using the Airport. The pumping equipment shall meet all applicable safety requirements;

(iii) Provide and maintain a building having a minimum size as specified in subsection 7.10 below. Said buildings shall provide a separate area conveniently located and comfortably heated for public use, including, but not limited to, a waiting room for passengers and crew of itinerant (non-scheduled) aircraft, office space, sanitary rest rooms and public telephones;

(b) CATEGORY B. (INSTRUCTION, RENTAL, CHARTER OR TAXI AND FLYING CLUBS:

- A. Permittees providing flight instruction services shall conform to the following requirements:
- (i) Provide a minimum of one certified instructor pilot on a fulltime basis;
 - (ii) Provide and at all times maintain a minimum of two aircraft properly equipped, licensed and certified for flight instruction;
 - (iii) Provide and maintain a building having a minimum size as specified in subsection 7.10 below. Said buildings shall provide a separate area consisting of classroom, office space, sanitary rest rooms and public telephones;
- B. Permittees providing aircraft rental services shall conform to the following requirements:
- (i) Provide and at all times maintain a minimum of two aircraft properly equipped, licensed and certified for rental;
- C. Permittees providing charter services shall conform to the following requirements:
- (i) Provide a minimum of one certified pilot who satisfies the relevant FAA ratings for charter services;
 - (ii) Provide and at all times maintain at least one aircraft certified and airworthy for air charter service, owned or leased by and under the absolute control of the permittee.
- D. Permittees providing non-scheduled air taxi service shall conform to the following requirements:
- (i) Provide a minimum of one certified pilot who satisfies the relevant FAA ratings for the type of air taxi service offered;
 - (ii) Provide and at all times maintain at least one aircraft certified and airworthy for air taxi service that is owned or leased by and under the absolute control of the permittee;

(c) CATEGORY C. (SALES). Permittees performing operations under Category C shall:

- (i) Provide a minimum of one full-time qualified demonstrator pilot;
- (ii) Provide and maintain a building having a minimum size as specified in subsection 7.10 below. Said building shall provide separate area for suitable office space and adequate sanitary facilities.

(d) CATEGORY D (REPAIRS). Permittees performing operations under Category D shall:

- (i) Provide and maintain a hangar having a minimum size as specified in subsection 7.10 below. Said hangar shall provide a separate area for suitable office space and adequate sanitary facilities.
- (ii) Furnish facilities and equipment for air frame and power plant repairs with at least one certified mechanic. In the case of a certified FAA repair station a licensed repairman shall be allowed. Such facilities shall provide for both major and minor repairs in the types of aircraft normally utilizing the Airport.

(e) CATEGORY E. (AVIONICS SALES AND SERVICE): Permittees performing operations under Category E shall:

- (i) Provide and maintain a building having a minimum size as specified in subsection 7.10. below. Said building shall provide separate areas with adequate space for office, shop, storage, avionics, aircraft repair, and sanitary facilities;
- (ii) Provide a technician having appropriate FCC and FAA certification who shall conduct complete aircraft transmitter, receiver, and antenna repair and installation;

7.6 Prior written approval from the Commission shall be required before commencement of any construction on City property or on adjacent property with respect to which a permit exists or is under consideration by the Commission. Such approval shall not be unreasonable withheld; provided, however, that approval shall not be granted if said construction is inconsistent with the Master Plan for development

of the Airport. FAA form 7460-1 "Notice of proposed construction or Alteration", or its equivalent shall be submitted to the FAA through the Commission and approved by the FAA before approval is granted by the Commission.

- 7.7. All permittees shall adopt procedures acceptable to the Commission to insure that all personnel operating aircraft owned, leased, or under the control of said permittees have appropriate FAA ratings and current FAA Medical Certificates.
- 7.8 All permittees located on, or contiguous to, Airport property shall provide a concrete or flexible asphalt accessway to existing runways or taxiways. Such access-ways shall be designed and constructed in accordance with specifications approved by the Commission in writing. Said specifications shall require such width and strength as is necessary to service the class and weight of aircraft expected to use the particular access-way.
- 7.9 All permittees and aircraft owners shall be responsible for promptly removing damaged aircraft owned, leased or controlled by them from the runway, taxiway or public use area of the Airport, in accordance with applicable FAA regulations.
- 7.10 All permittees shall abide by all rules and regulations promulgated by the Commissions or the FAA necessary for the safe operation of the Airport including, but not limited to, flight and ground operations on, or in the vicinity of, the Airport
- 7.11 All FBO's shall provide a minimum of combined building and hangar space equal to or greater than 9,000 square feet.
- 7.12 All FBO's shall be responsible for the maintenance and repair, including snow removal, of all ramps and access-ways on or leading from Airport runways or taxiways to their leased or owned premises.
- 7.13 Each permittee shall agree to protect the public generally, their customer or clients, the City of Danbury and the Commission from any and all lawful damages, claims, or liability arising out of its use of the Airport by carrying comprehensive general liability insurance with a reputable company, licensed with the State of Connecticut, for bodily injury and property

damage liability combined single limit
 \$1,000,000.00 each occurrence. All permittees shall name the City of Danbury as an additional insured and furnish a certificate of insurance to the Airport Administrator or his designee. It is further understood that as circumstances in the future dictate, the Commission may require an increase in reasonable amounts in bodily injury liability and or property damage liability insurance.

- 7.14. All FBO's shall comply with the provisions of sec. 18-13 of the Danbury Code of Ordinances. In addition, all other permittees who own, lease or control aircraft at the Airport shall comply with said provisions of Sec. 18-13.
- 7.15. (a) All FBO's shall provide a minimum of 5 acres of land regardless of the number of categories of service provided. Excluded from this provision are the properties of less than 5 acres presently occupied by existing FBO's at Danbury Municipal Airport. Any property consisting of 5 acres or less may not be subdivided for FBO operations.
- (b) The maximum land for the Airport Tenant shall be one acre.
- 7.16 No permittees shall assign or sublease rights granted under a permit issued by the Commission, or allow any other person, firm, corporation or entity to operate or conduct any business venture at the Airport without prior written approval of the Commission.
- 7.17 All F.B.O.'s operating under category "A" shall notify the Airport Administrator of deliveries of fuel to be used in any aircraft or rotocraft at least 72 hours prior to said deliveries. All F.B.O.'s receiving fuel under this category shall supply a copy of the tank truck delivery ticket to the Airport Administrator's Office within 72 hours after the delivery.
- The Comptroller's Office shall bill the FBO's and payment shall be within 30 days of the billing date. Interest to be charged at the current rate of 1 1/2 % on the unpaid balance per month.
- 7.18 All permits issued by the Commission hereunder shall be subject to the provisions of any "sponsor assurances" provided to the Federal Government by the City in connection with any grants received by the City from the Federal Government in effect now or in the future.

7.19 Permits issued by the Commission shall at all times be displayed in a conspicuous place on the premises of the permittee.

c. 8. RULES AND REGULATIONS PERTAINING TO THE CITY AND THE COMMISSION.

The City will provide the following services:

- (a) security services to patrol the runways, taxiways, ramps areas and Airport roadways;
- (b) maintenance and operation of runway lights, rotating light beacon and lighted wind sock to permit night flying operations at all times, as well as maintenance of such navigation or landing aids as may hereinafter be installed;
- (c) maintenance of runways, taxiways, and ramp areas open for use of the general public, including snow removal service for such areas.

ec. 9. USE FEES

9.1. Each permittee shall pay to the City the fees indicated below for each category of service performed or type of permit obtained.

- (a) All F.B.O.'s operating under Category "A" shall pay to the City a fuel flowage fee of \$0.05 per gallon.

9.2 The following minimum annual Airport use fees shall apply to all FBO's and their lessees and licensees and others operating pursuant to a permit issued hereunder for each category of service provided. The total minimum annual fee shall be the sum of all minimum annual fees for all categories of service for which a permit has been issued. The following are minimum permit fees.

A. Fuel	\$500.00 Annual
B. Instruction, Rental, Charter, Taxi or Flying Club	\$2,000.00 for 1988 \$3,000.00 for 1989
C. Sales	\$2,000.00 for 1988 \$3,000.00 for 1989
D. Repairs	\$2,000.00 for 1988 \$3,000.00 for 1989
E. Avionics Sales and Service	\$2,000.00 for 1988 \$3,000.00 for 1989

For the quarter ending March 31, June 30, September 30, and December 31, respectively, the fees due to the City shall be paid or before January 1, April 1, July 1, and October 1, respectively. Interest shall accrue on the unpaid balance of all fees at a rate of 1.5% per month.

- 9.3 The fees payable to the City under subsection 9.2. shall be paid to the City quarterly.
- 9.4 Lease fees are the responsibility of the Common Council.
- 9.5 In order to ensure that the City of Danbury is receiving all fees and payments to which it is entitled under these minimum standards, all fixed base operators, their tenants and all other permittees shall allow the Comptroller of the City or his designee to inspect their records, books of account and all other pertinent records for the current calendar year and for three (3) preceding calendar years. Said inspection shall be made subject to the following guidelines:
1. All inspections shall be made at reasonable times with ten (10) days advance notice given to the FBO, tenant or other permittee.
 2. The FBO, tenant or other permittee shall at the time of inspection, make available and have available all documents as indicated above.
 3. All information regarding the above matter shall be kept in the strictest confidence by the City of Danbury, unless such information becomes germane to litigation.

10. REVOCATION, SUSPENSION AND SURRENDER

- 10.1 The Commission may suspend or revoke any permit which it has issued:
- (a) for false statement knowingly made in either the application or in any statement of fact by the applicant to the Commission;
 - (b) for willful or repeated violation of or repeated failure to comply with any requirement of these Rules and Regulations, subject to the provisions of subsection 5.1 and 5.2 above;
 - (c) for default in payment of all fees and taxes due the City of Danbury (15) fifteen calendar days or more past due, unless said payment is legally contested in a court of law of competent jurisdiction.

- 10.2 Before suspending or revoking a permit, the Commission shall serve upon the permittee an order to show cause why said permit should not be suspended or revoked. The order to show cause shall contain a statement of the permittee's violation and shall also contain notice of the date, time and place of the hearing to be held by the Commission at which the permittee may present evidence relevant to the alleged violation.
- 10.3 Notwithstanding the provisions of subsection 10.2 hereof, where the protection of life or property is involved, the Commission may suspend a permit pending the result of a hearing held no later than ten (10) days after said suspension.
- 10.4 Any permit may be surrendered to the Aviation Commission by the holder thereof at any time by filing written notice with the Commission. Upon surrender of any permit issued hereunder the Commission shall make a pro rate adjustment to any fees charged for the year in question.
- 10.5 Whenever the Commission shall revoke or suspend any permit issued hereunder the permit shall be physically returned to the Commission within two (2) working days.

Sec. 11. GENERAL PROVISIONS:

- 11.1 No permit issued pursuant to these Rules and Regulations shall be transferable without the prior written consent of the Commission.
- 11.2 These Rules and Regulations shall be deemed to be incorporated into any permit issued by the Commission pursuant to these Rules and Regulations.
- 11.3 Except in the case of existing FBO's, the Commission prior to the issuance of a permit, may require the applicant to submit a plot plan.
- 11.4 When a transfer of the majority or controlling interest in the stock of a corporation holding a permit is proposed, the management of the corporation shall satisfy the Commission that it is able to meet the requirements for subsections 7.2 and 7.3 above. Failure to so satisfy the Commission shall be a ground for revocation. Prior to Aviation Commission approval of such a proposed transfer, the management shall submit written proof that all current and outstanding fees and overriding percentages have been paid to the City.

11.5 Prior to the amendment of these Rules and Regulations, or prior to the adoption of any additional Rules and Regulations, the Commission shall hold a public hearing at which all interested parties shall have a right to be heard. Notice of said hearing shall be published in a newspaper having a daily circulation in Danbury at least (7) days prior thereto. Said notice shall state the time and place of said hearing and shall state the location where copies of the proposed Rules and Regulations and amendments thereto shall be available for inspection.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 2, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: Request for Sewer Extension at 8 Claremont Terrace

The Common Council Committee appointed to review the request for sewer extension at 8 Claremont Terrace met at 6:30 P.M. on July 2, 2002 in the Third Floor Caucus Room in City Hall. In attendance were committee members John Esposito, Saadi and Basso. Also in attendance were Director of Public Works William Buckley and the petitioner, Frank Figueiredo.

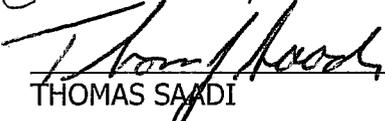
Mr. Esposito read the positive recommendation of the Planning Commission. Mr. Buckley pointed out the property on a map. Claremont Terrace is a private road and a dead end cul-de-sac. The rights to the road would have to be obtained in the form of an easement. He recommended approval of the request subject to the normal eight steps.

Mr. Saadi made a motion to recommend approval of the application subject to the required eight steps. Seconded by Mrs. Basso. Motion carried unanimously.

Respectfully submitted,



JOHN ESPOSITO, Chairman



THOMAS SAADI

PAULINE BASSO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 2, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: **Request for Traffic Light on Woodside and Route 6**

The Common Council Committee appointed to review the request for a traffic light at the intersection of Woodside Avenue and Route 6 met on June 25, 2002 at 7:00 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Saadi, John Esposito and Basso. Also in attendance were Chief of Police Robert Paquette, Director of Public Works William Buckley and members of the public.

Mr. Saadi stated that this issue has a long history. A petition with over 300 signatures was sent to the Department of Transportation. The DOT rejected the idea of a traffic light being placed in this location, but approved the placement of one at the intersection of Old Shelter Rock Road and Route 6. Mr. Saadi read a report from the Chief of Police stating that numerous traffic studies have been completed based on complaints received primarily by residents of the area served by Woodside Avenue as an entrance and egress point. In each case, neither the accident history nor the volume of traffic was sufficient to justify the signalization. It was determined that signalization may increase the seriousness of accidents caused by rear end collisions. The report also outlined the cost, which would be significant because the entire intersection would have to be reconfigured. As an alternative, the DOT felt that it wanted to be accommodating by proposing a traffic signal at the intersection of Shelter Rock Road and Route 6.

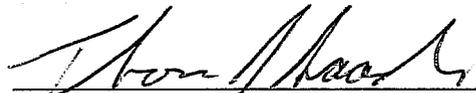
Chief Paquette stated that his report is self-explanatory. He reviewed the accident history over the past year and there have been two accidents in that area. Mr. Buckley stated that the State has jurisdiction over that road. His traffic engineer concurs that the best place for the light is at the intersection of Old Shelter Rock Road and Route 6. It will make a difference because it would interrupt the flow of traffic. Mr. Esposito stated that the committee should emphasize Mr. Buckley's point that the State has jurisdiction over this issue.

Members of the public expressed their views that it seems like the State has made its decision, but they still believe that a traffic light is necessary on Woodside and Route 6 to ensure the safety of the residents.

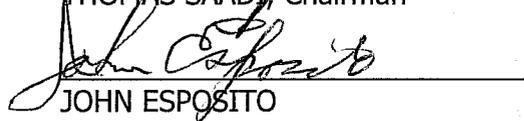
Mr. Saadi stated that a major concern to him is the crosswalk. There is no indication that a crosswalk is coming up. This is the responsibility of the DOT. Mrs. Basso asked Chief Paquette if the light were put upon Shelter Rock Road, would it be possible to put up a Do Not Block sign. The Chief said any signage is the responsibility of the State. Mrs. Basso asked if the State could put up crosswalk signs. He said they could, but he cannot understand why a crosswalk is even there at all.

After further discussion, Mr. Esposito made a motion to recommend to the State that it continue its evaluation of the traffic conditions on Woodside Avenue and Route 6 in light of the residents concerns regarding the crosswalk and traffic safety. Seconded by Mrs. Basso. Motion carried unanimously.

Respectfully submitted,



THOMAS SAADI, Chairman



JOHN ESPOSITO

PAULINE BASSO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 2, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: **Blind Brook Playground**

The Common Council Committee appointed to review the Blind Brook Playground resolution met on June 11, 2002 at 7:30 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Machado and Basso. Also in attendance were Barbara Braquez and Catherine Yagielski of the Blind Brook Association and Council President Warren Levy, ex-officio.

Mr. Machado stated that the charge of this committee is to look into the purchase of land to be used for a playground in the Blind Brook neighborhood. Mrs. Basso asked who owns the property and what is the selling price? Ms. Braquez said that Bill Hogan owns the property and the selling price is not more than \$35,000. Money to purchase playground equipment can be raised through other sources and Mrs. Basso said she is encouraged that grant funds are available.

Mr. Levy asked how this concept came about. Mrs. Braquez stated that it was because the children were playing in the streets. Mrs. Basso stated that if there is no playground available, the kids have no place to go. Mr. Machado said that this is a part of the "Take Back Your Neighborhood" program. Mrs. Basso asked if the property could also serve the people in the senior housing. Ms. Braquez said that they hoped to be able to provide benches. Mr. Levy stated that it was great that everyone was working together on this project and they can take pride in it.

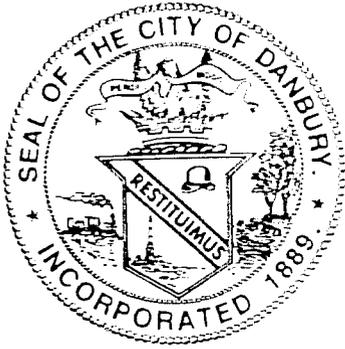
Mrs. Basso made a motion to authorize the City to pursue the purchase of this property to be used for a playground, pending certification by the Finance Department. Seconded by Mr. Machado. Motion carried unanimously.

Respectfully submitted,

VAL MACHADO, Chairman

Connie E. Shuler
CONNIE SHULER

PAULINE BASSO



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury is seeking to purchase property at 6 Williams Street to construct a playground for neighborhood use; and

WHEREAS, in order to accomplish this goal, the City of Danbury will need to acquire said parcel, through negotiation with the property owner identified on the attached EXHIBIT A; and

NOW, THEREFORE, BE IT RESOLVED THAT the City of Danbury, through the Office of Corporation Counsel, be and hereby is authorized to negotiate the acquisition of property located at 6 Williams Street, and as described on EXHIBIT A attached hereto, for the purposes of constructing a playground at said location and to take such other and necessary action as may be required to accomplish the purposes thereof.

EXHIBIT A
LAND NOW OR FORMERLY OF PETER DIMASI

Commencing at a point being the Southern most point of the parcel herein described located on the Westerly side of Blind Brook, so-called, where the land now or formerly of Bridget McDermott, land now or formerly occupied by John Case and land now or formerly of Patrick J. and Margaret Lynch intersect; thence running in a Northwesterly direction on the West side of said Brook along lands now or formerly of Patrick J. and Margaret Lynch, land of Estate of Rufus Rice, land of Benjamin F. Butler, land of Ella W. Barlow, 220½ feet, more or less; thence running in an Easterly direction across said Brook 144 feet, more or less; thence running in a Southwesterly direction along land formerly of the Danbury & Bethel Street Railway Co., 203 feet, more or less, to point of beginning; said land being bounded:

NORTHERLY: by land now or formerly of Herman Denninger and land now or formerly of C.G. Griffing, each in part;

EASTERLY: by land now or formerly of Bridget McDermott;

WESTERLY: by land now or formerly of Patrick J. and Margaret Lynch, land now or formerly of Estate of Rufus Rice, land now or formerly of Benjamin F. Butler and land now or formerly of Ella W. Barlow, each in part and running to a point on the South.

A more particular description of which land is contained in a deed from Bridget McDermott to the said Danbury & Bethel Street Railway Co. dated May 23, 1906 and recorded in Danbury Land Records in Volume 123 at Page 482 to which reference is hereby made.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury is seeking to purchase property at 6 Williams Street to construct a playground for neighborhood use; and

WHEREAS, in order to accomplish this goal, the City of Danbury will need to acquire said parcel, through negotiation with the property owner identified on the attached EXHIBIT A; and

NOW, THEREFORE, BE IT RESOLVED THAT the City of Danbury, through the Office of Corporation Counsel, be and hereby is authorized to negotiate the acquisition of property located at 6 Williams Street, and as described on EXHIBIT A attached hereto, for the purposes of constructing a playground at said location and to take such other and necessary action as may be required to accomplish the purposes thereof.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 2, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: Request for Sewer and Water Extensions
Lee Avenue and Victor Street

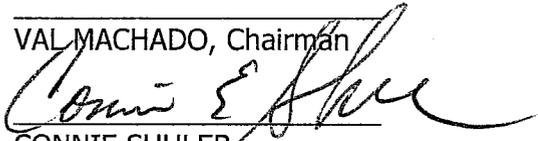
The Common Council Committee appointed to review the request for sewer and water extensions on Lee Avenue and Victor Streets met at 7:45 P.M. in the Third Floor Caucus Room on June 27, 2002 in City Hall. In attendance were committee members Machado and Shuler. Also in attendance were Council Members Levy and McAllister, ex-officio, Director of Public Works William Buckley, Ben Doto and the petitioner, Michael Zotos.

Mr. Machado read the positive Planning Commission recommendation for the record. He then asked Mr. Buckley for an overview of the request. Mr. Buckley pointed out the property on a map. These streets are on an incline. Mr. Doto explained his proposal. There is an existing water line on Lee Avenue. They need the sewer extension on both Lee Avenue and Victor Street. He is proposing individual, privately owned pump stations connecting to the City main. They will be designed accordingly and will be part of the City sewer system. They will take into account how the system should be cleaned. The existing house is on a septic system. Mr. Buckley stated that he would recommend approval of this request subject to the required eight steps.

Mr. Shuler made a motion to recommend approval of the request subject to the required eight steps. Seconded by Mr. Machado. Motion carried unanimously.

Respectfully submitted,

VAL MACHADO, Chairman


CONNIE SHULER

JOSEPH SCOZZAFAVA



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

June 25, 2002

PLEASE REPLY TO:

DANBURY, CT 06810

Honorable Mark D. Boughton
Honorable Members of the Common Council
155 Deer Hill Avenue
Danbury, CT 06810

In re: Sun Healthcare Group, Inc., et al, Debtors
Case No. 99-03657 (MFW)
Sun Healthcare Group, Inv. v. City of Danbury
Settlement of Pending Adversary Proceeding

Dear Mayor and Members of the Council:

The above-captioned matter involves a Chapter 11 bankruptcy proceeding wherein the City has been named as a defendant, in an adversary proceeding. The adversary proceeding seeks to recover the sum of \$12,002.77 from the City. Sun Healthcare Group, Inc. paid this sum to the City in August of 1999 for the July 1999 installments of sewer and water use charges. A recent offer of settlement has been proposed by the debtor's counsel. You may wish to consider discussing this matter in executive session. I will be glad to discuss this matter with you in further detail.

Please do not hesitate to call if you have any questions. Thank you.

Very truly yours,

Robin L. Edwards
Assistant Corporation Counsel

cc: Robert J. Yamin, Corporation Counsel
Eric L. Gottschalk, Assistant Corporation Counsel
Dominic A. Setaro, Jr., Director of Finance
Cathy Skurat, Tax Collector

CITY OF DANBURY

FIRE DEPARTMENT

19 NEW STREET

DANBURY, CONNECTICUT 06810

**Peter Sicienski
Fire Chief**

**Phone 203-796-1555
Fax 203-796-1533**

June 26, 2002

Mayor Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Ave.
Danbury, Ct. 06810

Re: Donation received to the Fire Department,

Dear Mayor Boughton and Members of the Common Council,

We have received two donations to the Fire Department. A check for one hundred dollars from Helen Grolljahn of 16 Fairlawn Ave. Danbury and an additional one hundred dollar check from Joanne Triolo of 161 Shelter Rock Rd. Unit 83, Danbury.

I would ask that both donations be accepted at the July meeting of the Common Council and that the two hundred dollars be credited to Fire Department Line Item 2010.5036 Volunteer Training.

If you require any additional information please do not hesitate to contact me directly.

Very truly yours,

Peter J. Sicienski
Peter J. Sicienski
Fire Chief

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CITY OF DANBURY

FIRE DEPARTMENT

19 NEW STREET

DANBURY, CONNECTICUT 06810

Peter Siecienski
Fire Chief

Phone 203-796-1555
Fax 203-796-1533

June 26, 2002

Mayor Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Ave.
Danbury, Ct. 06810

Re: Donation of Storage Space

Dear Mayor Boughton and Members of the Common Council,

We have received an offer from Joe Putnam, owner of the Putnam Self Storage facility located on Great Pasture Rd. This offer is for the donation of a 100 square foot storage container at this facility for one year. All fees and charges will be waived.

This space would be of great use in relieving some storage issues at our Department. I would ask that you accept this donation at the July meeting of the Common Council.

If you require any additional information please do not hesitate to contact me directly.

Very truly yours,



Peter J. Siecienski
Fire Chief



30 - June
45

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

DEPARTMENT OF POLICE
120 MAIN STREET

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

June 7, 2002

MEMORANDUM

To: Members of the Common Council

From: Chief Robert L. Paquette

Subject: **Installation of Lights – Vicinity of Caye Road**
Item #30

Reference letter dated May 29, 2002, same subject, and Common Council request dated June 4, 2002, same subject.

From a security standpoint, lighting is generally considered a crime deterrent under normal circumstances. Lighting when focused on a particular location i.e. building, park, shopping mall, etc. has been known to assist in minimizing criminal activity.

In this particular instance, I don't know of any particular objective seeking to be accomplished. There are many intersections, neighborhoods, etc. that are without street lights throughout Danbury. If this suggestion was implemented throughout Danbury, the cost would be excessive and without major benefit.

I do not consider this to be an essential necessity needed for the safety and security of this area.

Robert L. Paquette
Chief of Police

RLP:ks

4/3

CITY OF DANBURY

FIRE DEPARTMENT

19 NEW STREET

DANBURY, CONNECTICUT 06810

Peter Sicienski
Fire Chief

Phone 203-796-1555
Fax 203-796-1533

June 26, 2002

Mayor Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Ave.
Danbury, Ct. 06810

Re: Common Council Referral
Item 30 June Meeting
Lighting vicinity of Caye Rd.

Dear Mayor and Members of the Common Council;

I have reviewed the referral concerning the installation of lights in the vicinity of Caye Rd. In addition, we have reviewed incident and situation reports for the referenced area.

While it is often in our best public safety interest to install lighting as noted in this request there is not any remarkable incident that would warrant this issue as a priority expenditure from a Fire Department perspective.

I have reviewed Mr. Buckley's communication of May 29th and concur. If additional funding is available I am sure the City Traffic Engineer and the Police Department have prioritized areas in need.

If you require any additional information please do not hesitate to contact me directly.

Very truly yours,



Peter J. Sicienski
Fire Chief



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CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

June 26, 2002

Honorable Members of the Common Council
City of Danbury, Connecticut

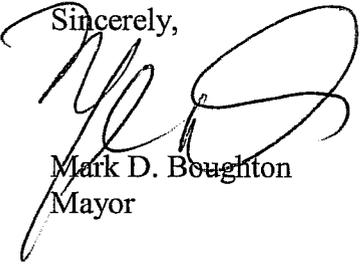
Dear Common Council Members:

The Danbury Visiting Nurse Association has a successful track record administering the HUSKY Outreach Program, part of the Healthy Families Network, in the City of Danbury. Unfortunately, State funding for this program was cut and the program is in serious jeopardy of closing.

I am requesting the Common Council consider an allocation of \$20,000 from the Contingency Fund to address this urgent matter. Please consider the attached letter from the Danbury VNA clarifying our challenge.

Thank you for your consideration of this matter.

Sincerely,



Mark D. Boughton
Mayor

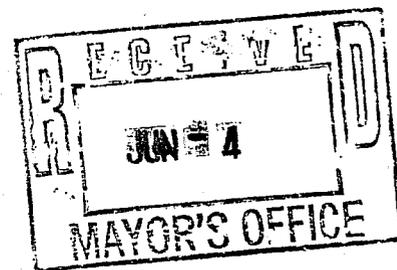
Danbury Health Systems, Inc.

Danbury Visiting Nurse Association, Inc.

Mary Ann Faraguna
Executive Director

June 4, 2002

Mayor Mark Boughton
Danbury City Hall
155 Deer Hill Avenue
Danbury, CT 06810



Dear Mayor Boughton:

We are very pleased to have the opportunity to tell you about our HUSKY (Healthcare for Uninsured Kids and Youth) Outreach Program, part of the Health Families Network, here at the Danbury VNA that is in serious jeopardy of closing.

Our HUSKY Outreach Program has been designed to inform families in the Danbury area of the Connecticut State Insurance Program for children. This insurance plan offers comprehensive packages of health services, including preventive care, prescriptions, dental and vision care. The HUSKY plan may be free or low cost, depending on the family size and income. The Danbury VNA's role has been to provide a public awareness campaign and assist with the application process. The program serves several hundred eligible children in Danbury with health care and supportive services along with multi-lingual assistance for a growing uninsured population.

Our HUSKY Outreach Program is in the greatest need of financial resources at this time. In spite of the documented successes of our particular program site, the Connecticut Department of Social Services announced in February 2002 an immediate cut in state-wide funding of this program for the current and following state fiscal years. There are and will not be further dollars from the state for Husky Outreach. We immediately sought alternative funding from numerous sources in an attempt to replace this loss and were fortunate to receive it from Danbury Health Systems for the period from February through June 2002, thus ensuring continuation of services for that period of time. However, the Danbury Health Systems allocation will end on June 30, 2002.

I sadly report we have attempted to tap a myriad of resources but have not found additional dollars to continue to support these services. The Danbury VNA is requesting your financial support in the amount of \$20,000.00 to enable us to continue the HUSKY Outreach services past the June 30th date. Without such funding support from the City of Danbury, the HUSKY Outreach initiatives that the Danbury VNA offers families through direct services and through its many collaborative relationships, cannot continue.

Without HUSKY children will not have access to necessary well childcare, sick child care, dental care or vision care. Without HUSKY Outreach parents will not be educated to the benefits of HUSKY, will not complete forms appropriately, will not finalize the reapplication necessary to remain on HUSKY and any other number of negative outcomes.

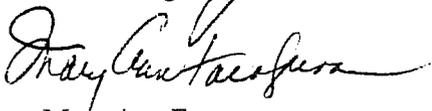
Ultimately the loss of the continued HUSKY Outreach funding may have a major negative public health impact in the Danbury area – for example; increased Emergency Room visits, children not getting access to necessary health care, sick children attending school, etc. – all because they do not have the available health insurance that gives access!

The \$20,000.00 that we are requesting from you, coupled with \$15,000.00 that the Danbury VNA has presently allocated to HUSKY Outreach, would allow the Danbury VNA to continue with services through December 2002.

We hope that you will grant our request. The children and families in Danbury will reap the benefits of your generosity.

If you have any questions please do not hesitate to call us.

Kindest regards,



Mary Ann Faraguna
Executive Director



Robert Joy, MD Chairman,
Advisory Group
Healthy Families Network



CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

July 2, 2002

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

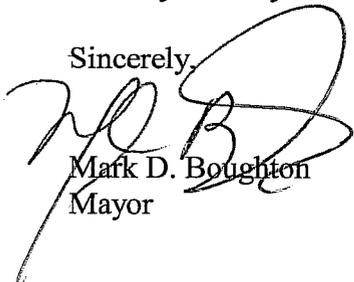
I hereby submit for your confirmation the appointment of the following individual as a new hire for position of Police Officer for the City of Danbury.

Harold A. Usher
P.O. Box 8332
New Fairfield, Connecticut 06812

I have reviewed Mr. Usher's resume and studied his qualifications and I am confident that Mr. Usher will fill this position with integrity and dedication.

Thank you for your consideration of this appointment.

Sincerely,


Mark D. Boughton
Mayor