

COMMON COUNCIL MEETING – SEPTEMBER 4, 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 August 6, 2002

1 – RESOLUTION – Before and After School Program

2 – RESOLUTION – Roberts Avenue School Building Committee

3 – RESOLUTION – Behavioral Health Program

4 – RESOLUTION – Emergency Shelter

5 – RESOLUTION – Historic Document Preservation Grant

6 – RESOLUTION – State Grant Nitrogen Removal Water Pollution Control Plant

7 – COMMUNICATION – Donation to the Library

8 – COMMUNICATION – Donations to the Department of Elderly Services

9 – COMMUNICATION – Appointment to the Aviation Commission

10 – COMMUNICATION – Appointment to the Conservation Commission

11 – COMMUNICATION – Transfer of Land to the Tarrywile Park Authority

12 – COMMUNICATION – Charter Violations – The Roles of the City Clerk, Assistant Clerk and President of the Common Council

13 – COMMUNICATION – Amended Ambulance Budget

14 – COMMUNICATION – Review of lots on South Street

15 – COMMUNICATION – Reconsideration of Appointment to Candlewood Lake Authority

16 – COMMUNICATION – Request for Sidewalk Repair on Main Street

17 – COMMUNICATION – Acceptance of Logans Way as a City Road

18 – COMMUNICATION – Eminent Domain of Portion of Broad Street

19 – COMMUNICATION – Request to Accept Larson Drive

20 – COMMUNICATION – Request for Sewer Extension – 1 Kenosia Avenue

21 – COMMUNICATION – Request for Sewer Extension – 67 Hospital Avenue

22 – COMMUNICATION – Reappropriation of Donated Funds

23 – COMMUNICATION – Deferred Compensation Plan

24 – COMMUNICATION – Waiver of Bid for Purchase of Fire Pumper

25 – COMMUNICATION – Road Maintenance – Marjorie Manor

26 – COMMUNICATION – Main Street North Redevelopment Plan – Draft

27 – COMMUNICATION – Denver Terrace Road Acceptance

28 – COMMUNICATION – Request for Water Services – 26 Ivy Lane

29 – COMMUNICATION – Request for Water Main Extension – 11 South Cove Road

30 – COMMUNICATION – Reports regarding Request to Purchase Property Lot C12021

31 – REPORT – Review of Proposed Revisions to the Wastewater Treatment Facility Service Agreement

32 – REPORT – HUSKY Outreach Program

33 – REPORT & ORDINANCE – Blight Ordinance

34 – COMMUNICATION – Pending Litigation (Executive Session)

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

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

CONSENT CALENDAR – September 4, 2002

1 – Adopt the Resolution to apply for and accept grant funding from the State of Connecticut Department of Social Services in the amount of \$42,979.00 for the After School Child Care Program as described.

3 – Adopt the Resolution to enter into a service agreement with the State of Connecticut Department of Mental Health and Addiction Services General Assistance Behavioral Health Program as described.

4 – Adopt the Resolution to apply for and accept grant funding from the State of Connecticut Department of Social Services in the amount of \$93,433.00 for the operation of the emergency shelter as described.

5 – Adopt the Resolution to apply for and accept grant funding from the State of Connecticut Office of Public Records Administration in the amount of \$10,000 for Historic Documents Preservation as described.

9 – Approve the appointment of Joseph S. Bukowski as a member of the Airport Commission

10 – Approve the appointment of Matthew S. Antonetti as a member of the Conservation Commission

19 – Approve Larson Drive as a City Street subject to conditions as described

22 – Approve the transfer of \$533.00 from the Elderly Services Donations Account to the Commission on Aging Budget as described.

23 – Approve a request to enter into an Administrative Services Agreement with Hartford Life Insurance Company to service the City deferred compensation plan as described and authorize the Mayor, or his designees, to sign all documents.

27 – Approve Denver Terrace as a City street subject to conditions as described

29 – Approve a request for a water main extension at 11 South Cove Road Lot No. 109141 subject to standard eight steps

30 – Receive reports and deny a request to purchase Lot No. C12021 on Maplewood Drive



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

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

M E M O R A N D U M

TO: Hon. Mark D. Boughton via the Common Council
FROM: Dena Diorio, Director of Finance
DATE: August 13, 2002
RE: RESOLUTION – BEFORE & AFTER SCHOOL PROGRAM
CC: Kimberly Sophia

Attached for your review is a resolution that will allow the City of Danbury's Board of Education to apply for and accept funding from the State of Connecticut Department of Social Services for the Before and After School Grant. This grant in the amount of \$42,979 will be used for the time period July 1, 2002 through June 30, 2003. No local match is required. A copy of the paperwork received by this office is attached.

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

Dena Diorio

DD/jgb

Attach.

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

1. Description of Service – The contractor agrees to:

- A.
 - 1. provide services to children of school age with activities as described in the Depa. Public Health (hereinafter) “DPH”) regulations 19a-79-11 as amended in [a school building] or [school buildings]. Such activities shall include, but not be limited to, physical activities, creative activities, quiet activities, indoor and outdoor play, nutritional snacks, large and small group activities and opportunities for homework.
- B. provide child day care services to 600 school age children.
- C. Maintain a valid Child Day Care Center license, as required by the licensing requirements of DPH (C.G.S. §§ 19a-77 to 19a-80 and §§ 19a-82 to 19a-87, inclusive)
- D. participate in events to determine the appropriateness of accreditation by accreditation services authorized by the department, currently the National Association for the Education of Young Children (NAEYC, and the National School Age Child Care Alliance (NSACCA). The department may from time to time authorize other accreditation.

BEFORE AND AFTER SCHOOL – C.G.S. §§8-210(b) and 17B-737, as amended – PART III

2. Program Administration – The contractor agrees to:

A. provide services at the following site(s):

DPH License Exempt	DPH License Number	Site Name and Address If exempt	NAEYC Accredited	NSACCA Accredited
1. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	_____	<u>Mill Ridge Primary</u>		
2. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	_____	<u>Mill Ridge Intermediate</u>		
3. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	_____	<u>King Street Primary</u>		
4. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	_____	<u>King Street Intermediate</u>		
5. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	_____	<u>South Street Elementary</u>		
6. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	_____	<u>Roberts Ave. Elementary</u>		
7. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	_____	<u>Pembroke Elementary</u>		
8. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	_____	<u>Hayestown Ave. Elementary</u>		
9. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	_____	<u>Shelter Rock Elementary</u>		
10. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	_____	<u>Park Ave. Elementary</u>		
11. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	_____	<u>Stadley Rough Elementary</u>		
11. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	_____	<u>Morris Street Elementary</u>		
12. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	_____	<u>Great Plain Elementary</u>		

B. provide services at the above site(s) during the hours of:

DPH License No.	Site Name and address (if Exempt)	site hours when school is in session		site hours during school holidays and vacations	
		AM	PM	AM	PM
1.	Mill Ridge Primary	7-8:00	3-6:00	7:00	6:00
2.	Mill Ridge Intermediate	7-8:00	3-6:00	7:00	6:00
3.	King Street Primary	7-8:00	3-6:00	7:00	6:00
4.	King Street Intermediate	7-8:00	3-6:00	7:00	6:00
5.	South Street Elementary	7-8:30	3:30-6	7:00	6:00
6.	Roberts Ave. Elementary	7-8:30	3:30-6	7:00	6:00
7.	Pembroke Elementary	7-8:00	3-6:00	7:00	6:00
8.	Hayestown Ave. Elementary	7-8:00	3-6:00	7:00	6:00
9.	Shelter Rock Elementary	7-8:30	3:30-6	7:00	6:00
10.	Park Ave. Elementary	7-8:30	3:30-6	7:00	6:00
11.	Stadley Rough Elementary	7-8:00	3-6:00	7:00	6:00
12.	Morris Street Elementary	7-8:00	3-6:00	7:00	6:00
13.	Great Plain Elementary	7-8:30	3:30-6	7:00	6:00

C. require that the site(s) has/have personnel sufficient to meet the requirements of DPH regulation 19a-79-11.

D. list it's supported vacant, eligible and appropriate child care slots with the resource and referral services to Connecticut families requiring child care.

3. Program Review

Department staff shall review the performance of the contractor, and applicable subcontractors, at least annually. Such reviews may be performed by examination of documents and reports, site visits to funded facilities and programs sites administered by the contractor, or by a combination of these activities

4. Quality Assurance/License Compliance

The contractor agrees to comply with all applicable regulations adopted by the Department pursuant to program services and as applicable, assure that all subcontractors providing contract services comply.

5. Accreditation

The contractor and the department mutually agree that outcomes and measures identified in Part III, Section 6 below shall not be required to be measured and reported for sites accredited by NAEYC or NSACCA.

6. Outcomes and Measures

The Contractor shall implement the program and services described herein to result in the following outcomes on behalf of the clients. Such outcomes shall be measured in the manner described in Section 7 A & B and section 8 and as documented by clients records. Outcome results achieved pursuant to these terms and conditions will be monitored by the Department, with the exception of Accreditation as stated in Section 5 of this contract.

The contractor agrees to the following outcomes and measures:

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

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

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

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

At least 90% of the participating children usually discuss their differences and work toward a solution when problems arise without arguing, fighting, or physical aggression.

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

Measure: At least 90% of the participating children does as much as possible for themselves.

At least 90% of the participating children choose what they will do, how they will do it, and with whom.

At least 90% of the participating children make informed and responsible choices.

Outcome: Families are involved in the program.

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

100% of the participating family members are oriented to the program.

100% of the participating families are informed about the program.

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

Outcome: At least 80% of the parent(s)/guardian(s) maintain employment or participate in training or educational activity.

7. Programmatic and Statistical Reporting

A. The contractor shall submit a Program Statistical Report, on Form DSS-2042S, to the department's regional office responsible for the contract by January 31, 2002 and August 21, 2002.

B. The contractor shall submit, as an attachment to the Program Statistical Report, a narrative that shall describe:

1. the contractor's accomplishments, in interacting with parents, school administrators and other school personnel and the community at large, the areas of parent interaction.

2. How the contractor promoted

a. positive youth development

b. program participant health and safety, including but not limited to violence prevention and healthy and safe lifestyle choices.

c. Creative activities with program participants and,

d. Vigorous physical activities with program participants, and,

3. what was the most innovative aspect of the contracted program?

C. The contractor shall file Outcomes and measures Reports (OMR), on Form DSS-309C, as amended, by January 31, 2003 and July 31, 2003.

8. Financial Reporting

The contractor shall submit quarterly financial reports on Forms DSS-304 and DSS-305 to the department's regional office responsible for the contract by October 31, 2002, January 31, 2003 and April 30, 2003. A final financial report shall be submitted by August 31, 2003

9. Grant-in-aid and Program Budget

- a. The Department shall provide \$47,400.00 as a grant-in-aid to the contractor to provide Contracted services for the contract period July 1, 2002 through June 30, 2003.
- b. The contractor agrees to use its grant-in-aid in accordance with the budget on _____.

10. Payment

- A. Except as otherwise restricted below, the department shall make quarterly payments on this contract at the following intervals:
 - 1. upon contract execution
 - 2. on or before October 1, 2002
 - 3. on or before January 1, 2003
 - 4. on or before April 1, 2003
- B. payments shall be made to the contractor at the address identified on page 1 of this contract unless a different address appears below.

55 Deer Hill Road
Contractor Payment Street Address 1

Danbury, CT 06810
Contractor Payment City, State and Zip Code

- C. The contractor agrees that to receive payment, it shall submit a written request. Said request shall be submitted on a Payment Requisition (W-1270).
- D. The contractor agrees that, it shall request an initial payment on a W-1270, DSS Payment Requisition Form, equal to on quarter of the amount set forth in PART III, Section 9.A.
- E. The contractor agrees that all payment requests, after the initial request, shall be submitted on a W-1270, DSS payment Requisition Form, twenty (20) days before the date the payment is scheduled to be made, as outlined in Section 10.A. of this contract

- F. The department agrees that Payment Requisition requests will be honored and funds released based on it's review and acceptance of financial reports, the availability of funds, and the satisfactory contractor compliance with the terms of the contract.
- G. If the contractor is delinquent in any financial report by more than thirty (30) days, it shall not be entitled to further payments until the delinquency is corrected.

If the department upon review of report identified herein or upon examination of any financial record, determines that under-expenditure or under utilization of the grant-in-aid is possible, it may reduce payments, with advance notice to the contractor.

11. Budget Revision

- A. The contractor may transfer, within the single program component, funds from one budget category to another with the exception of equipment, without prior notification to or approval of the department so long as:
 - 1. the amount of which a single category is increased, does not exceed 15% of the approved amount or \$1,500, whichever is greater.
 - 2. the transfer applies only to category amounts in the formally approved budget and subsequently approved budget revisions. This flexibility applies separately to each component and is not computed on the composite budget.
 - 3. the number of people or the percentage of time charged to a job classification is not increased beyond that provided for in Section 11.A.1.
 - 4. the transfer is not for categories or kinds of expenditures listed in Section 11.B., and,
 - 5. all transfers made pursuant to this section are reflected on the next submitted financial report.
- B. The department requires that it's prior written approval by a formal budget revision be requested and provided if:
 - 1. the purchase is of an item of equipment not approved in the original budget,
 - 2. the transfer is one that involves an increase of an approved category amount by more than 15% or \$1,500, which is greater,
 - 3. the transfer is for an increase in compensation for services under a subcontract contract, including third party contracts,
 - 4. the request is to transfer funds from one component to another,
 - 5. the request is to transfer budgeted program or food reimbursement income

BEFORE AND AFTER SCHOOL – C.G.S. §§8-210(B) AND 17B-737, AS AMENDED – PART 111

- C. The department will respond, within thirty (30) days, to a properly executed budget revision request.
- D. No contractor proposed budget revision shall be submitted more than thirty (30) calendar days after the contract end date. The department, however, may entertain, at any time, a budget revision to increase funding for an audit of the program.
- E. The final financial report will show all category overruns. Costs incurred after the end of the contract period shall be disallowed, except where the department has expressly provided written approval in advance.

12. SUBCONTRACTORS *(include only if the contractor subcontracts the program operations)*

In addition to Part I, clause 17 of this Contract:

- A. The contractor will pay the subcontractor, identified in Section 12.B. below, of this contract, an amount not to exceed ~~\$47,400:00~~ as identified in Column b, Line 8 of the budget on page _____ of _____ of this Contract.
- B. The contractor will subcontract to

BEFORE AND AFTER SCHOOL – C.G.S. §§8-210(B) AND 17B-737, AS AMENDED – PART 111

<i>Line</i>	Cost Item	(a) Subcategory	(b) Line Total
1	UNIT RATE		
	1a. Bed Days		
	1b. Client Advocate		
	1c. Security Deposit		
	1d. Other Unit Rate Costs		
	TOTAL UNIT RATE		
2	CONTRACTUAL SERVICES		
	2a. Accounting		
	2b. Legal		
	2c. Independent Audits		
	2d. Other Contractual Services		
	TOTAL CONTRACTUAL SERVICES		
3	ADMINISTRATION		
	3a. Admin. Services	\$12,000.00	
	3b. Admin. Fringe Benefits	\$6,000.00	
	3c. Admin. Overhead	\$2,370.00	
	TOTAL ADMINISTRATION		\$20,370.00
4.	DIRECT PROGRAM STAFF		
	4a. Program Salaries	\$10,000.00	
	4b. Program Fringe Benefits	\$2,200.00	
	TOTAL DIRECT PROGRAM		\$12,200.00
5	OTHER COSTS		
	5a. Program Rent		
	5b. Consumable Supplies	\$3,400.00	
	5c. Travel & Transportation	\$7,009.00	
	5d. Utilities		
	5e. Repairs & Maintenance		
	5f. Insurance		
	5g. Food & Related Costs		
	5h. Other Project Expenses		
	TOTAL OTHER COSTS		\$10,409.00
6	EQUIPMENT		
7	PROGRAM INCOME		
	7a. Fees		
	7b. Other Income		
	TOTAL PROGRAM INCOME		
8	TOTAL NET PROGRAM COST <i>(SUM OF Line 1 through 6 minus line 7)</i>		\$42,979.00



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut, Department of Social Services, will make grant funds available to Connecticut municipalities;

WHEREAS, the State of Connecticut, Department of Social Services, will award these funds to the Danbury Public Schools for use in the Before and After School Child Care program to provide day care services to 600 school age children;

WHEREAS, these funds, if awarded, would be used for the Before and After School Program for the grant period of July 1, 2002, through June 30, 2003, for the 2002-03 school year;

WHEREAS, the City of Danbury is eligible to receive grant funds up to the amount of \$42,979.00; and

WHEREAS, no local cash match is required.

NOW, THEREFORE, BE IT RESOLVED THAT Mark D. Boughton as Mayor of the City of Danbury is hereby authorized to apply for said grant funds and to sign all documents necessary and do all things necessary to effectuate the purposes of said program.



2

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

August 16, 2002

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

Dear Mayor Boughton and Members of the Council:

Roberts Avenue School Selection of Building Committee

The City has received a Grant Commitment Notification approval from the State of Connecticut on the above noted project at a reimbursement rate of 49.29 %. In order to begin the process of selecting a site and hiring an Architect, we need to establish a Building Committee. This process will insure the orderly progression of the project and the proper flow of State grant money. Attached please find a Resolution prepared by our Corporation Counsel's office listing the Building Committee members that are recommended by the Board of Education and me. I have left two positions open for you to appoint from the Common Council to serve on this committee. After your approval, the Building Committee will meet soon to discuss the scope of work on the above mentioned project.

We appreciate your review and approval of this resolution and I will be available to answer any questions.

William J. Buckley, Jr. P.E.

Director of Public Works / City Engineer



Building Committee

City of Danbury Members

William J. Buckley Jr., P.E.

Patricia A. Ellsworth, P.E.

Dena R. Diorio

Farid L. Khouri, P.E.

Richard M. Palanzo

Board of Ed Members

Bobby Poole

Gladys Cooper

Lou Rotello

Board of Ed Staff

Anthony Paivo

Parent from Roberts Avenue School

Amy Duncan

Principal of Roberts Avenue School

Anna Rocco

Common Council Members

1. Vacant

2. Vacant



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Common Council hereby authorizes the Danbury, Connecticut, Board of Education to apply to the Commissioner of Education and to accept or reject a grant for the new construction of a school to replace Roberts Avenue School; and

WHEREAS, the Building Committee is hereby established, consisting of the following persons: William J. Buckley, Jr., P.E.; Patricia A. Ellsworth, P.E.; Dena R. Diorio; Farid L. Khouri, P.E.; Richard M. Palanzo; Bobby Poole; Gladys Cooper; Lou Rotello; Anthony Paivo; Amy Duncan; Anna Rocco; and two (2) Common Council members, with regard to building an Elementary School to replace Roberts Avenue School.

NOW THEREFORE BE IT RESOLVED, that the Common Council hereby authorizes at least the preparation of schematic drawings and outline specifications for the new construction of a school to replace Roberts Avenue School.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Common Council hereby authorizes the Danbury, Connecticut, Board of Education to apply to the Commissioner of Education and to accept or reject a grant for the new construction of a school to replace Roberts Avenue School; and

WHEREAS, the Building Committee is hereby established, consisting of the following persons: William J. Buckley, Jr., P.E.; Patricia A. Ellsworth, P.E.; Dena R. Diorio; Farid L. Khouri, P.E.; Richard M. Palanzo; Bobby Poole; Gladys Cooper; Lou Rotello; Anthony Paivo; Amy Duncan; Anna Rocco; and two (2) Common Council members, with regard to building an Elementary School to replace Roberts Avenue School.

NOW THEREFORE BE IT RESOLVED, that the Common Council hereby authorizes at least the preparation of schematic drawings and outline specifications for the new construction of a school to replace Roberts Avenue School.



Bill Buckley

To: Warren Levy/COMMCOUNCIL/COD@Danbury

cc:

bcc:

Subject: Re: Building Committee

09/04/2002 09:52 AM

Warren, This is not a problem for me. Be aware, however, that the building committee for the Magnet school met on the 26th of Aug. and didn't have a quorum. The 2 Council people and the 2 citizen reps were no shows again. All City staff people were present.

Peace, Bill

▶ Warren Levy

This is the response I received on the council request for citizens and members of the building department on the building committee.

cc.

All Council Members.



3

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

(203) 797-4518
(203) 796-8043 FAX

August 21, 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: Connecticut Department of Mental Health and Addiction Services
General Assistance Behavioral Health Program – Provision of Medical Services
Provider Agreement.

Dear Mayor and Council:

The attached resolution permits the City of Danbury to enter into a service agreement with the State of Connecticut Department of Mental Health and Addiction Services (DMHAS) General Assistance Behavioral Health Program (GABHP). The service agreement will allow the City to receive reimbursement for services, which the City provides to recipients of General Assistance.

This replaces the current agreement for these services. In the event you have any questions, please do not hesitate to call.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

Attachments

cc: Dena Diorio, Director of Finance

Llp/provider



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut, through the Department of Mental Health and Addiction Services General Assistance Behavioral Health Program funds programs of general welfare assistance; and

WHEREAS, the City of Danbury, pursuant to a current provider agreement with said Department, provides welfare services to recipients of general welfare assistance; and

WHEREAS, said provider agreement permits the City of Danbury to receive reimbursement from the said Department for such services; and

WHEREAS, the parties are desirous of entering into a new, two-year provider services agreement from October 1, 2002 through September 30, 2004 for the purposes of the program;

NOW, THEREFORE, BE IT RESOLVED THAT Mark D. Boughton, Mayor of the City of Danbury and/or Dena Diorio, its Director of Finance, or their designees, be and are hereby authorized to enter into and amend contractual instruments with the Department of Mental Health and Addiction Services of the State of Connecticut as are necessary in order to effectuate the purposes hereof.

**CONNECTICUT DEPARTMENT OF MENTAL
HEALTH AND ADDICTION SERVICES
GENERAL ASSISTANCE
BEHAVIORAL HEALTH PROGRAM**

PROVIDER AGREEMENT

The State of Connecticut Department of Mental Health and Addiction Services (hereinafter the "Department"), the State Agency administering the General Assistance (GA) Behavioral Health Program to eligible recipients of State Administered General Assistance or General Assistance pursuant to Conn. Gen. Stat. §17a-453a, agrees that

City of Danbury, Inc.

TIN: 066001868

(hereinafter the "Provider") is authorized to participate as a provider of services and/or materials in the said GA Behavioral Health Program.

In return, the Provider agrees to provide persons eligible for participation in the DMHAS Behavioral Health Program, all medical services and/or materials available to such persons. The Provider further agrees to the following:

1. **Regulations:** The Provider will comply with any and all applicable regulations policies and procedures adopted by the Department pursuant to Conn. Gen. Stat. §17a-453a, et. seq, and any other applicable laws.
2. **Service Provision:** The Provider will give services, medications, goods or products in accordance with service necessity and within the amount, duration and scope of the Department's GA Behavioral Health Program to eligible recipients in accordance with the Provider's qualifications and direction from the Department relative to prior authorization and utilization management while adhering to professional standards governing medical care and services. Below are the levels of care applicable to the Provider location(s) for the provision of behavioral health services to General Assistance clients:
City of Danbury, Inc
155 Deer Hill Rd
Danbury, CT 06810
TRANS SVCS : Transportation Services
3. **Subcontractors:** The Provider shall not enter into any subcontract for any portion of the services covered by this Agreement without the written consent of this Department. The Provider shall be responsible for the performance of any subcontractor and shall furnish the Department, upon request, with copies of all subcontracts in which services covered by this agreement are performed. Said subcontracts shall include a provision that the subcontractor will comply with all requirements of this agreement.
4. **Provider Information:** The Provider will furnish all information requested by the Department specified in this Provider Agreement as well as on the application form and, further, will notify the Department in writing of all material or substantial changes in information contained on the application given to the Department by the Provider.
5. **Credentialing:** The Provider will comply with all Department credentialing and recredentialing standards and all related notification requirements on an on-going basis. The Provider shall only provide those services for which it has been credentialed.
6. **Claims/Reimbursement:** The Provider agrees to the following terms and conditions:

- A. That claims will be submitted as directed by the Department or its designated agent;
 - B. That the reimbursement which is established by the Department is the complete payment in full for service(s), goods, or product(s) delivered to eligible clients, and;
 - C. That the reimbursement amount from the Department, except for third party liability, represents the sole and complete payment in full.
7. **Recoupment:** The Department may, in order to recover payments obtained by the Provider as a result of error, abuse or fraud, withhold or adjust any payment currently due the Provider by the Department.
8. **Third Party Liability:** The Provider will exhaust recipient's medical insurance resources prior to submitting claims for reimbursement; will report third party payment; and will assist in identifying other possible sources of third party liability, which may have a legal obligation to pay all or part of the cost of services rendered.
9. **Fiscal and Medical Records:** The Provider will maintain fiscal and medical records which fully disclose services and goods rendered and/or delivered to eligible recipients provided pursuant to this Agreement for the greater of: (1) the time required by applicable federal or state law; or, (2) a period of not less than three years from the date of expiration of this Agreement. Provider's obligations to retain records and provide information hereunder shall survive termination or expiration of this Agreement.
10. **Clinical Information:** The Provider agrees to provide the Department or its authorized representative (s) access at all times to the clinical information, books, records, financial statements and papers of Provider relating to:
- A. Treatment or services provided to any recipient;
 - B. The cost of such treatment or services provided to any recipient;
 - C. The cost to the Provider of such treatment or services;
 - D. Payments received from recipients or others on their behalf;
 - E. The financial condition of Provider;
 - F. Any other information required by the Department.
 - G. Provider agrees to furnish discharge information on each specific client discharged from care in a form and manner determined by the Department.
11. **Record Confidentiality:** The obligations set forth in this Agreement shall be subject to applicable state and federal law pertaining to the confidentiality of medical, HIV, mental health or substance abuse records and shall survive termination of this Agreement. Provider shall be responsible for obtaining any necessary consent to release such records.
12. **Notification of Termination:** This Provider Agreement may be terminated by mutual consent or by either the Department or the Provider upon giving a thirty (30) day written notification or as otherwise required by law and regulation.
13. **Recipient Health and Welfare:** In the event the health or welfare of the service recipients is endangered, the Department may cancel this Agreement without notice and take any immediate action it deems appropriate to protect the health and welfare of service recipients.
14. **Transition after Termination or Expiration of Agreement:** In the event of termination of this

Agreement, the rights of each party hereunder shall cease except that the Provider shall continue to render services to recipients who are under a course of treatment until provision has been made for the reassignment of such recipients to another Provider for further treatment. Provider's obligations to continue care are only for the course of treatment that the recipient was under at the time of termination. Provider understands and agrees that, following any such termination, Provider shall be paid as set forth in the Department's reimbursement schedule.

15. **Assignment:** The rights, obligations, and privileges of this Agreement may not be assigned, delegated or transferred without the written consent of the Department.
16. **Loss of License:** If at any time during the term of this Agreement the Provider incurs loss of license by the State, if applicable, or State approval as a Medicaid Provider, or any limitation, suspension or revocation of licenses, such loss shall be reported to the Department. Such loss shall be grounds for termination of this Agreement.
17. **Choice of Law and Choice of Forum:** The Provider agrees to be bound by the law of the State of Connecticut and agrees that this Agreement shall be construed and interpreted in accordance with Connecticut law.
18. **Inspection of Work Performed:** The Department or its authorized representative shall at all times have the right to enter into the Provider's premises, or such other places where duties under the Agreement are being performed, to inspect, to monitor or to evaluate the work being performed. The Provider and all subcontractors must provide all reasonable facilities and assistance for Department Representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Provider shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this section shall be made available to the Provider.
19. **Amendments:** The Department may amend this Agreement by giving Provider prior written notice setting forth the terms of the proposed amendment. Provider shall then have thirty (30) days from the receipt of the Department's notice to reject the proposed amendment by written notice of rejection to the Department. If the Department does not receive such written notice of rejection within that thirty (30) day period, the proposed amendment shall be deemed accepted by and shall be binding upon Provider, effective as of the end of that thirty (30) day period. If Provider does so reject a proposed amendment, the Department in its discretion may elect to terminate this Agreement by written notice as of the end of such thirty (30) day period.
20. **Breach Waiver:** A waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.
21. **Suspension or Debarment:** Signature on this Agreement certifies the Provider or any person (including subcontractors) involved in the administration of Federal or State funds:
 - A. Has not within a three year period preceding the agreement been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in performing a public transaction or Agreement (local, state or federal) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - B. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the above offenses;
 - C. Has not within a three year period preceding this agreement had one or more public transactions terminated for cause or fault.
22. **Litigation:** The Provider shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this Agreement or that has the potential to impair the ability of the Provider to fulfill the terms and conditions of this Agreement,

may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

27. **Executive Orders No. 3 & 17:** This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

28. **Executive Order No. 16:** This Agreement is subject to Executive Order No. 16 of John G. Rowland promulgated August 4, 1999 and, as such, this Agreement may be cancelled, terminated or suspended by the State for violation of or non-compliance with said Executive Order No. 16. The parties to this Agreement, as part of the consideration hereof, agree that:

- A. The contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in B.
- B. Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

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

- C. The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing or threatening to cause, physical injury, or death to any individual in the state work site.
- D. The Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure that all employees are aware of such work rules.
- E. The Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions A. through D.

29. **Nondiscrimination and Affirmative Action Provisions in Contracts of the State and Political Subdivisions Other Than Municipalities:** The contractor agrees to comply with provisions of section 4a-60 of the Connecticut General Statutes:

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission of Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works Agreement, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of capital stock, if any, or assets of which is owned by a person or persons; (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "good faith efforts" shall include, but not be limited, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (c) Determinations of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative action advertising; recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

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

30. **Americans with Disabilities Act of 1990:** This clause applies to those contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101-12189 and §§12201-12213) (Supp. 1998); 47 U.S.C. §§225, 611 (Supp. 1998). During the term of the contract, the contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The contractor warrants that it will hold the state harmless from any liability which may be imposed upon the state as a result of any failure of the contractor to be in compliance with this Act.

Where applicable, the contractor agrees to abide by the provisions of section 504 of the Federal Rehabilitation Act of 1973, as amended, 29 U.S.C. §794 (Supp. 1998), regarding access to programs and facilities by people with disabilities.

31. **Term of Contract:** Upon execution, this contract is effective as of 10/1/2002. This contract expires on September 30, 2004, unless terminated earlier pursuant to this agreement.

ACCEPTANCE AND APPROVALS:

By the Provider:

Provider (Corporate/Legal Name of Provider)

Signature (Authorized Official)

Date

Documentation necessary to demonstrate the authorization to sign must be attached.

(Typed Name of Authorized Official)

Title

By the Department of Mental Health and Addiction Services:

Signature (Authorized Official)

Date

(Typed Name of Authorized Official)

Title

By the Office of the Attorney General:

Attorney General (approved as to form)

Date

[X] This contract does not require the signature of the Attorney General pursuant to an agreement between The Department and the Office of the Attorney General, dated July 7, 2000



4

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

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

M E M O R A N D U M

DATE: August 28, 2002
TO: Hon. Mark D. Boughton,
via the Common Council
FROM: Dena Diorio, Director of Finance
RE: **RESOLUTION – EMERGENCY SHELTER**
CC: D. MacKenzie

Attached for your review is a resolution, which would provide funding for Danbury's Emergency Homeless Shelter. Acceptance of this resolution will allow the City of Danbury Welfare Department to apply for and accept funding from the State of Connecticut, Department of Social Services in the amount of \$93,433. No local match is required. The grant's time period is October 1, 2002 to September 30, 2003. An impact statement and budget is attached for your review.

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

Dena Diorio

Attach.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut, Department of Social Services has made available a grant in the amount of \$93,433.00 for the operation of the Emergency Shelter; and

WHEREAS, the grant period is October 1, 2002 through September 30, 2003; and

WHEREAS, no local match is required.

NOW, THEREFORE, be it resolved that Mark D. Boughton, Mayor of the City of Danbury, is empowered to execute and deliver in the name and on behalf of the City of Danbury a certain contract with the Department of Social Services of the State of Connecticut for this Emergency Shelter Grant and to affix the corporate seal.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut, Department of Social Services has made available a grant in the amount of \$93,433.00 for the operation of the Emergency Shelter; and

WHEREAS, the grant period is October 1, 2002 through September 30, 2003; and

WHEREAS, no local match is required.

NOW, THEREFORE, be it resolved that Mark D. Boughton, Mayor of the City of Danbury, is empowered to execute and deliver in the name and on behalf of the City of Danbury a certain contract with the Department of Social Services of the State of Connecticut for this Emergency Shelter Grant and to affix the corporate seal.

IMPACT STATEMENT
DSS EMERGENCY SHELTER GRANT
2002 – 2003

The City of Danbury funds its' emergency shelter through CDBG program and the municipal budget and this block of funding from the State of Connecticut.

Unfortunately this block of funding is not increased annually and hence the city's share becomes larger as costs increase.

This year is no exception; the amount of funding has been reduced from \$97,580.00 to \$93,433.00.

This decrease comes at a time when shelter occupancy is increasing and the provision of shelter services is even more critical.

This block of funding continues to be the largest funding component and without it the City would be challenged to continue shelter operations.

The application process is non competitive and technically there are no matching funds required.

BUDGET

CONTRACTOR CITY OF DANBURY
PERIOD 10/01/02 - 9/30/03
COMPONENT N/A

CONTRACT 034-ESS-16
AMOUNT \$93,433.00
YEAR 2002 / 2003

BUDGET CATEGORIES	ITEM	SUB-TOTALS
1. UNIT RATE		
1a. Bed Days		
1b. Client Advocate		
1c. Security Deposit		
1d. Other Unit Rate Costs		
Total Unit Rate		-
2. CONTRACTUAL SERVICES		
2a. Accounting		
2b. Legal		
2c. Audit		
2d. Other Contractual Services	1,869	
Total Contractual Services		1,869 -
3. ADMINISTRATION		
3a. Salaries		
3b. Fringe Benefits	1,869	
3c. Overhead		
Total Administration		1,869 -
4. DIRECT PROGRAM STAFF		
4a. Salaries		
4b. Fringe Benefits	71,943	
Total Direct Program Staff	17,752	
		89,695 -
5. OTHER COSTS		
5a. Program Rent		
5b. Supplies		
5c. Travel & Transportation		
5d. Utilities		
5e. Repairs & Maintenance		
5f. Insurance		
5g. Food & Related Costs		
5h. Other Project Expenses		
Total Other Costs		
6. EQUIPMENT		
7. TOTAL PROGRAM COST	93,433.00	

UNIT RATE

Homeless Shelters Only

	[a. Bed Days	[b. Client Advocate Hours of Service
Unit rate	_____	_____
x eligible units	_____	_____
total eligible costs	\$ _____ (page 1, line [a])	\$ _____ (page 1, line [b])
[c. Security Deposit (page 1, line [c])	\$ _____	
[d. Other unit rate costs (attach page 3a or 3b) page _____ line [d.]	_____	
TOTAL UNIT RATE COSTS (page 1, line [])	\$ _____	

2a Accounting

CONTRACTUAL SERVICES

<u>Item</u>	<u>Unit Cost</u>	
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____
Total Accounting (Page 1, Line 2a)		\$ _____

2b Legal

<u>Item</u>	<u>Unit Cost</u>	
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____
Total Legal (Page 1, Line 2b)		\$ _____

2c Audit

<u>Item</u>	<u>Unit Cost</u>	
2% of total grant is applied to City's audit cost	_____	\$ 1,869
_____	_____	_____
_____	_____	_____
<input type="checkbox"/> An audit of expended DHR funds will be provided from other resources.		
Total Audit (Page 1, Line 2c)		\$ 1,869

2d Other Contractual Services

<u>Item</u>	<u>Unit Cost</u>	
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____
Total Other Contractual Services (Page 1, Line 2d)		\$ _____
TOTAL CONTRACTUAL SERVICES (Page 1, Line 2)		\$ _____

④ DIRECT PROGRAM STAFF

4a Program Salaries

Position	Annual Salary	No. of Persons	Percentage to be charged this program	Total Salaries
Sr. Shelter staff person	\$ 35,360	1	100	\$ 35,360
Full time shelter staff	24,124	1	100	24,124
Pt shelter staff	6,540	1	100	6,540
Alternate Coverage	5,919		100	5,919
Total Program Salaries (Page 1, Line 4a)				\$ 71,943

4b Program Fringe Benefits and Payroll Taxes

Health Insurance @ _____ of 3 positions above	\$ 15,780
Pension @ _____ of _____	
F.I.C.A. @ _____ of 15,780	\$ _____
Unemploy. Comp. @ _____ of _____	
Worker's Comp. @ _____ of _____	
Other: sick pay 1 week each, CN and MK alternate fringe	1,142.00
	830.00
Total Program Fringe Benefits (Page 1, Line 4b)	\$ 17,752
TOTAL DIRECT PROGRAM STAFF (Page 1, Line 4)	\$ 89,695

OTHER COSTS

5a Program Rent

<u>Item</u>	<u>Unit Cost</u>	
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____
Total Program Rent (Page 1, Line 5a)		\$ _____

5b Consumable Supplies

<u>Item</u>	<u>Unit Cost</u>	
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____
Total Consumable Supplies (Page 1, Line 5b)		\$ _____

5c Travel and Transportation

<u>Item</u>	<u>Unit Cost</u>	
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____
Total Travel and Transportation (Page 1, Line 5c)		\$ _____

5d Utilities

<u>Item</u>	<u>Unit Cost</u>	
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____
Total Utilities (Page 1, Line 5d)		\$ _____

5e Repairs and Maintenance

<u>Item</u>	<u>Unit Cost</u>	
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____
Total Repairs and Maintenance (Page 1, Line 5e)		\$ _____

7 PROGRAM INCOME

Program Income - Identify Source

FEES:

\$ _____

LEASE:

\$ _____

SALE:

\$ _____

INTEREST:

\$ _____

OTHER:

\$ _____

TOTAL PROGRAM INCOME (Page 1, Line 7)

\$ _____



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CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

OFFICE OF THE TOWN CLERK
(203) 797-4531

MICHAEL R. SERI
TOWN CLERK

MEMORANDUM

To: Hon. Mark D. Boughton via the Common Council

From: Michael R. Seri, Town Clerk

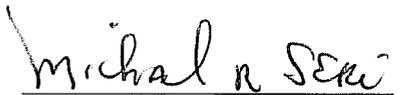
Date: August 27, 2002

Re: Historic Document Preservation Grant

Cc: Dena Diorio, Director of Finance

Attached for your review is a resolution that allows the City of Danbury Town Clerk to apply for and accept grant money from the State of Connecticut, Office of Public Records Administrator. The grant is in the amount of \$10,000.00 and requires no local cash match.

Attached is a copy of the paperwork. The Common Council is requested to consider this resolution at its next meeting.


Michael R. Seri, Town Clerk

Attach.

WHEREAS, the State of Connecticut, Office of Public Records Administrator, will make grant funds available to municipalities through an Historic Documents Preservation Grant; and

WHEREAS, the State of Connecticut, Office of Public Records Administrator, will award these funds to the City of Danbury Town Clerk's office for use in Historic Document Preservation; and

WHEREAS, the City of Danbury is eligible to receive funds up to \$10,000.00; and

WHEREAS, no local cash match is required.

NOW, THEREFORE, BE IT RESOLVED THAT Mark D. Boughton, as Mayor of the City of Danbury, or the Town Clerk as his designee, is hereby authorized to sign any documents necessary to effectuate the purposes of said grant application and receipt of such grant.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut, Office of Public Records Administrator, will make grant funds available to municipalities through an Historic Documents Preservation Grant; and

WHEREAS, the State of Connecticut, Office of Public Records Administrator, will award these funds to the City of Danbury Town Clerk's office for use in Historic Document Preservation; and

WHEREAS, the City of Danbury is eligible to receive funds up to \$10,000.00; and

WHEREAS, no local cash match is required.

NOW, THEREFORE, BE IT RESOLVED THAT Mark D. Boughton, as Mayor of the City of Danbury, or the Town Clerk as his designee, is hereby authorized to sign any documents necessary to effectuate the purposes of said grant application and receipt of such grant.

Introduction

This year is the second year of the Historic Documents Preservation Grant Program funded by Public Act 00-146, "An Act Concerning Real Estate Filings and the Preservation of Historic Documents." This legislation, which took effect July 1, 2000, created an "historic documents preservation account" for the "preservation and management of historic documents."

The fund is administered by the Public Records Administrator, and supports a preservation grant program for municipalities. The administrative head of the municipality, or the town clerk as designee, may apply for a grant to enhance the preservation of municipal public records. There are annual funding priorities for the grant program. The Public Records Administrator in consultation with the State Archivist and an advisory committee of town clerks representing small, medium and large towns from the state's major population categories establish these priorities.

PA 00-146 authorizes two grant cycles per fiscal year. The first is on or before July thirty-first and the second on or before December thirty-first of each fiscal year in which payment of the grant is to be made. For fiscal year 2003, we will award grants in July and December of 2002.

This series of grants will be targeted grants. Targeted grants are aimed at specific types of projects. The categories have been expanded since last year and include additional preservation options. In addition to paper preservation/conservation and preservation planning surveys, we have included preservation microfilming and index re-creation. Every municipality that meets the criteria that has been established and submits a completed and accurate application will receive a grant.

The amount of money that a municipality is entitled to depends upon the population of the municipality. Grant amounts have been increased across the board for this grant year. A municipality may apply for one grant per fiscal year.

This pamphlet contains the application form and instructions for completing the form. We have also included sample applications in order to help the applicants. Completed applications must be postmarked no later than April 30, 2002 to be considered for a July award, and September 30, 2002 to be considered for a December award.

A portion of the grant money has been put aside for disaster recovery and will cover expenses that are not paid out of other funds available to the municipality. A separate application form and instructions for disaster recovery grants is also found in the pamphlet. Municipalities are eligible for disaster recovery assistance in addition to a preservation grant.

We encourage the participation of every municipality in this program. It is our goal to award 169 grants in the upcoming fiscal year.

Eunice G. DiBella
Public Records Administrator
February 1, 2002

DISASTER RECOVERY ASSISTANCE GRANTS

In addition to the targeted grants, the fund also supports disaster recovery grants. Grants of up to \$10,000¹ are available for expenses not covered by insurance for the recovery and/or restoration of records from a disaster. A disaster is defined as *damage caused by man-made or natural phenomena where an immediate response is necessary to prevent the irretrievable loss of vital, permanent, or archival records*. **Receipt of a disaster recovery grant does not preclude a local government from applying for and receiving a targeted grant in any grant cycle.** The State Library has developed application materials and guidelines for disaster recovery assistance grants. This material is located on page 15.

A town may submit an application for a disaster recovery assistance grant at any time but it must submit the application within ninety days of the disaster, unless extenuating circumstances preclude this. A local government that experiences a disaster should **immediately** contact the Office of the Public Records Administrator at the State Library at (860) 757-6540.

Grant Review Process

- The State Library staff reviews applications for eligibility. Applications that do not meet eligibility requirements will not be reviewed. A local government is responsible for submitting a complete application in a timely manner and for meeting eligibility requirements.
- The State Library will notify applicants by mail of its final decision by July 31, 2002 for the 1st cycle awards and December 31, 2002 for the 2nd cycle awards. The State Library will not release information regarding the status of an application until the staff has reviewed **all** applications and the Public Records Administrator has approved the grants to be offered.

Grants Administration Requirements

Grantees must conduct projects in accordance with the project budget and grant guidelines. The State Library expects each project to substantially meet the objectives outlined in the approved application. Grantees must submit a detailed final project report to the Office of the Public Records Administrator consisting of a narrative report and expenditure report. This form will be sent to the municipality with the award contract. The final narrative report must include a copy of any forms, needs assessments, procedure manuals, consultants' reports, or other materials produced as part of the project. The Municipal Chief Executive Officer or Town Clerk, if the designated applicant, must sign the project expenditure report.

For preservation microfilming grants, the town is responsible for ensuring that the selected vendor's microfilm operation meets the standards and specifications in accordance with the provisions of General Letter 96-2.

Eligible Expenses

Targeted Grants

- **Supplies and Materials**

Archival supplies and equipment are eligible expenditures if they are directly related to the proposed project. These include but are not limited to:

- alkaline (acid-free) supplies
- appropriate reference books
- cubic-foot records storage cartons

¹ Subject to availability of funds.

1. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminate or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor, agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

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

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

For purposes of this Section, "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action - equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of the workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the commission, advising the labor union or worker's representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sec. 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sec. 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56. If the Contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

**DISASTER RECOVERY ASSISTANCE
GRANT APPLICATION - FY2002
Connecticut Municipalities
RC-081 rev**



**STATE OF CONNECTICUT
Connecticut State Library
231 Capitol Ave., Hartford, CT 06106
PUBLIC RECORDS ADMINISTRATOR**

Name of Municipality:
Name of Municipal Chief Executive Officer:
Title of MCEO:
Address:

Phone: FAX: e-mail:

Name of Town Clerk: Check if Disaster Applicant

Phone: FAX: e-mail:

Maximum Grant Allowed: \$10,000

The State Library will reimburse the applicant for eligible disaster recovery costs not covered by Municipal insurance.

Amount Requested: \$

Project Summary:

Objective(s):

Work Plan:

Name(s) of Selected Vendor(s):

Budget	Grant Funds (A)	Insurance Funds (B)	Local Funds (C)	Total Funds (A+B+C)
1. Vendor(s)	\$	\$	\$	\$
2. Additional Recovery Supplies (Used by the municipality not the vendor)	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$

HISTORIC DOCUMENTS PRESERVATION
 GRANT APPLICATION - FY2003
 Connecticut Municipalities
 RC-080 rev.



STATE OF CONNECTICUT
 Connecticut State Library
 231 Capitol Ave., Hartford, CT 06106
 PUBLIC RECORDS ADMINISTRATOR

Name of Municipality:
 Name of Municipal Chief Executive Officer:
 Title of MCEO:
 Address:

Phone: FAX: e-mail:

Name of Town Clerk: Check if Designated Applicant

Phone: FAX: e-mail:

Grant Contract Period (Check One): Cycle 1 Beginning: 8/1/02 Ending: 6/30/03
 Cycle 2 Beginning: 1/1/03 Ending: 6/30/03

Maximum Grant Allowed. \$ 5,000 Small Municipality (population less than 25,000)
 \$10,000 Medium Municipality (population between 25,000 and 99,999)
 \$15,000 Large Municipality (population 100,000 or greater)

Amount Requested: \$

Grant Category (check one): Paper Conservation Preservation Survey
 Preservation Microfilming Index Re-creation

If applying for a Preservation Survey Grant, is the Municipality planning to renovate its existing municipal building or records storage vault or to construct a new municipal building or records storage vault within the next year? Yes No

Project Summary:

Objective(s):

Work Plan (Please itemize materials to be covered by the grant and include a total):

Budget	Grant Funds (A)	Local Funds (B)	Total Funds (A+B)
1. Vendor	\$	\$	\$
2. Additional Archival Supplies	\$	\$	\$
B. Printing of Final Report (Preservation Survey Grant only)	\$	\$	\$
TOTAL	\$	\$	\$

Certified Resolution

I, _____ (name), Town Clerk of the Municipality of _____, do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Town Council / Board of Selectmen / Board of Aldermen (*circle one*) duly held and convened on _____ (day of month) of _____ (month), _____ (year), at which a constituted quorum of the Town Council / Board of Selectmen / Board of Aldermen was present and acting throughout.

RESOLVED: That _____ (name of MCEO), _____ (title), or the Town Clerk as his/her designee is empowered to execute and deliver in the name of and on behalf of this municipality, an application and contract with the State Library for an Historic Preservation Grant.

In witness thereof, the undersigned has affixed his/her signature and the town seal this _____ (day of month) of _____ (month), _____ (year).

Affix Seal Here

Signature of Town Clerk

This section is to be completed only if the MCEO wishes to designate the Town Clerk to make application for the grant and enter into a contract.

I hereby designate, _____ the Town Clerk, as the agent for making the above application.

Signature of MCEO

Date

I hereby certify that the statements contained in this application are true and that all eligibility requirements as outlined in the *Grant Guidelines 2001-2002* have been met. If this grant is awarded I agree to comply with the terms and conditions of the grant contract as outlined in this document.

Signature of MCEO (or Town Clerk if Designated Applicant)

Date

Typed name of MCEO (or Town Clerk if Designated Applicant)

I certify that the above resolution remains in full force and effect.

Signature of Town Clerk

Date

Submit application with original signatures to:

Connecticut State Library
Office of the Public Records Administrator
231 Capitol Ave.
Hartford, CT 06106

State Library Use Only

Grant Disposition:

Approved
Denied

Grant Award: \$ _____

Grant Number: _____

Signature (Public Records Administrator)

Date

Signature (State Librarian)

Date



6

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Mark D. Boughton via the Common Council
FROM: Dena Diorio, Director of Finance
RE: **STATE GRANT NITROGEN REMOVAL, WATER POLLUTION CONTROL PLANT**
DATE: August 28, 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 from the State Department of Environmental Protection to study ways of reducing nitrogen discharges from the water pollution control plant into the Still River. The total estimated cost of the project is \$40,000 of which the State grant is estimated to be \$31,000. The City share of \$9,000 will be available from the Sewer Operating Fund.

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


Dena Diorio

DD/jgb



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut, Department of Environmental Protection, will make grant funds available to municipalities; and

WHEREAS, the State of Connecticut, Department of Environmental Protection, will award these funds to the City of Danbury for use in studying the discharge of Nitrogen by the Water Pollution Control Plant; and

WHEREAS, the City of Danbury is eligible to receive funds of up to \$31,000.00; and

WHEREAS, a local cash match of \$9,000.00 is required.

NOW THEREFORE, BE IT RESOLVED that Mark D. Boughton, as Mayor of the City of Danbury, is hereby authorized to execute and file applications, contracts and agreements on behalf of the City of Danbury with the Commissioner of Environmental Protection for State grants pursuant to the provisions of Sections 22a-475 through 483 of the General Statutes of Connecticut, as amended, and to execute on behalf of the City of Danbury all the applications, instruments, contracts and documents and accept payments and do all other things that may be necessary for state grants and loans.



RECEIVED
PLANNING DEPT.
AUG 28 2002

CITY OF DANBURY

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

MARIO RICOZZI, P.E., FASCE
SUPERINTENDENT OF PUBLIC UTILITIES

(203) 797-4539
FAX: (203) 796-1590

MEMORANDUM

DATE: August 26, 2002
TO: Dena Diorio, Director of Finance
FROM: Mario Ricozzi, P.E., F. ASCE, Superintendent 
RE: Application for Grant-Nitrogen Removal at WPCP
CC: William J. Buckley, Jr., Kim Sophia

The following items are to supplement the package sent on August 20, 2002.

- **Impact of Grant on City**

The grant is to study various ways to reduce nitrogen discharges from the WPCP into the Still River. This is in response to a CT DEP general permit requiring nitrogen reduction to Long Island Sound. The study will identify future capital expenditure needs costs and schedules.

We anticipate the \$9,000.00 city share of the grant will be taken from Sewer Operating funds account 9502.5311. Of the \$9,000.00 we have encumbered \$5,000.00. The balance will come from the existing account.

Since the WPCP is contract operated, we anticipate no additional City staff. Operating costs at the WPCP should hold fairly steady, as potentially increased chemical dosages should be offset by energy savings.

The estimated capital cost at this time is \$800,000.00. These will be refined in the study.

The estimated cost of not changing the process could be in the area of \$400,000.00 per year.

- **Financial Reporting**

Enclosed is an e-mail from Bill Brink of Stearn's & Wheeler along with the grant application package. The sections related to Finance Reporting are tabbed for your reference.

Thank you for your assistance. Do not hesitate to call me with questions at ext.4539. If I am out of the office my pager is 730-7044.

Enclosure

MR:sm

sm/c:/marioword/appnitro.doc

PART A.

STATE OF CONNECTICUT

DEPARTMENT OF ENVIRONMENTAL PROTECTION
PLANNING AND STANDARDS DIVISION

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

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

REQUEST FOR STATE GRANT AND LOAN

GRANT REQUESTED: \$ 31,000

LOAN REQUESTED: \$ _____

LOCATION OF PROJECT: _____

City of Danbury Department of Public Utilities 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 and Loan for:

Planning: X

Design: _____

Construction: _____

Project Description:

City of Danbury WPCF Nitrogen Removal Study

PLEASE COMPLY WITH THE FOLLOWING STATEMENT:

Prior to any disbursements, the Municipality must establish an account with the Tax Exempt Bond Fund managed by Reich and Tang. The account is the sole instrument by which the Municipality will receive its Project Grant and Project Loan proceeds from the State. The Proceeds of the Project Loan and Project Grant shall be disbursed as an advance and wired by the State to the account upon approval. Please contact Mr. Joseph Dirico of Reich and Tang at 1-800- 221-3079 to request the appropriate application forms. Upon receipt, please contact the project administrator at the Water Management Bureau of the DEP for the correct account number required to complete the R & T application.

Some Municipalities may already have a Reich and Tang account in place from a previous Clean Water Fund Program project. Should this be the case, please contact the DEP for verification.

City of Danbury
Water Pollution Control Facility

NITROGEN REMOVAL STUDY

PLAN OF STUDY

1. Proposed planning area includes the City of Danbury Water Pollution Control Facility (WPCF) and its future service area in the City of Danbury and Towns of Bethel and Brookfield.
2. Stearns & Wheler, LLC has been retained by the City of Danbury to provide professional engineering services to complete the study. USFilter, as operator of the City's WPCF, will assist in collection of samples and laboratory testing to calibrate the treatment process model.
3. The study will evaluate alternatives and provide a recommended plan for the WPCF to comply with the state's General Permit for Nitrogen Discharges. The study will evaluate options for meeting the nitrogen effluent limits in the near term at present wastewater flow, and long term (ultimate effluent nitrogen limit in year 2014) at the WPCF's design flow, considering changes in plant operations, interim and long term WPCF modifications and/or the purchase or sale of nitrogen credits under the state's nitrogen trading program. The study will include those tasks defined in CTDEP's checklist for study of Biological Nutrient Removal (see attached). The study will be completed within four (4) month's of the City's authorization to proceed, and is expected to be completed by December 31, 2002.
4. An itemized description of the engineering costs is included in the Form 5700 attached.



CLEAN WATER FUND CHECKLIST

for Plans of Study and Scopes of Services re: Biological Nutrient Removal

Municipality <p style="text-align: center;">City of Danbury</p>
Facility <p style="text-align: center;">WWTP</p>
Consultant <p style="text-align: center;">Stearns & Wheeler, LLC</p>

CWF Project Number:
Date Received
Date Reviewed

Baseline Nitrogen Load	lbs/day	Projected Load: 2014	bs/day
------------------------	---------	----------------------	--------

	Task	Page No or Section	Estimated Hours
1	Evaluate existing flows and loads		20
2	Evaluate future flows and loads: <input checked="" type="checkbox"/> 2014 or <input type="checkbox"/> 20 year		8
3	Evaluate existing permit compliance		4
4	Identify sampling requirements to determine existing performance re BOD, COD, N series in influent, primary effluent, final effluent, and side streams		4
5	Identify future process needs to achieve Phase III Long Island Sound nitrogen goals		12
6	Review and screen potential technology alternatives		
6a	Aeration system modifications		16
6b	Integrated Fixed Film Activated Sludge Process		8
6c	SBR or other cyclic process		2
6d	Side stream treatment		8
6e	Nitrification / denitrification filters		8
6f	Other (RBC, trickling filter, oxidation ditch, etc)		-
7	Perform detailed evaluation of select alternatives (typically up to 3) to achieve Phase III goals		
7a	Develop screening matrix or other decision tool		40
7b	Prepare economic analysis (capital & O&M)		40
7c	Select one or more processes for detailed evaluation		60
7d	Prepare conceptual layout of alternative(s)		20
7e	Develop computer simulation or model		16
	Note that the type of model should be a dynamic time variable model, so that performance over an annual cycle can be examined.		
7f	Name of model proposed (Bio-Win, Stoat, GPS-X, etc)	Bio-win	
7g	Calibrate model using <input type="checkbox"/> actual or <input type="checkbox"/> default data		18
7h	Compare / evaluate purchase or sale of nitrogen credits		8
8	Recommendations and Conclusions		
8a	Select process / technology		18
8b	Prepare detailed site plan and schematics		40
8c	Prepare detailed cost estimate, including financing		24
8d	Evaluate need for pilot testing before detailed design		4
8e	Identify additional instrumentation or lab requirements		6
8f	Propose schedule for implementation		8
9	Public participation (general, WPCA, finance, etc)		12
10	Is this scope for <input checked="" type="checkbox"/> a stand-alone report, or <input type="checkbox"/> part of a larger report		

17-May-02

404	Total hours
-----	-------------

CLIENT : City of Danbury, CT

PROJECT: Nitrogen Removal Study

TASK DESCRIPTION: Study and Report Preparation

PREPARED BY: WPB

PROJECT PRINCIPAL : GAD

JOB & PHASE NO. : _____

PROJECT MANAGER : WPB

TASK NO. : _____

DIRECT LABOR	CLASS	Hours	02 Rate	Estimated Cost
Director	01	8	61.00	488
Sr. Associate	02	24	57.00	1,368
Associate	03		40.00	
Senior Project Manager, Senior Engineer or Scien	04	72	36.50	2,628
Project Manager II	05		31.50	
Project Manager I	06		29.50	
Project Engineer, Architect or Scientist II	07		26.50	
Project Engineer or Scientist I	08	240	25.00	6,000
Engineer or Scientist III	09		24.00	
Engineer or Scientist II	10		22.00	
Engineer or Scientist I	11		18.50	
Managing Designer	12		33.50	
Senior Designer	13		24.50	
Designer	14	40	19.00	760
CADD Specialist	15		18.00	
Technician	16		14.00	
Senior Project Rep	17		25.50	
Project Rep	18		21.50	
Secretary or Word Processor	20	20	16.00	320

TOTAL DIRECT LABOR 404 \$11,564

INDIRECT COST (expressed as a multiplier) 175% \$20,237

TOTAL DIRECT PLUS INDIRECT COST \$31,801

DIRECT EXPENSES	Quantity	Unit Costs	Estimated Cost
Mileage, Auto	500	0.365	183
Mileage, Truck		0.45	
Travel(airfare, car rental, meals, lodging, parking,etc)	1170	1.00	1,170
Equipment		1.10	
Outside Technical(subconsultants, laboratory, drilling, etc)		1.10	
CAD	40	8.00	320
Computer Expenses(special hardware/software)		1.00	
Prints - Blue	40	1.60	64
Copies	200	0.15	30
Offset	1000	0.050	50
Telecommunications		1.10	444
Other Miscellaneous(photos, postage, overnight mail, fax, etc.)			96

TOTAL DIRECT EXPENSES \$2,357

TOTAL COST (Without profit) \$34,158

PROFIT ON DIRECT PLUS INDIRECT LABOR \$5,724

PROFIT ON EXPENSES \$118

TOTAL PROFIT \$5,842

TOTAL PRICE \$40,000

City of Danbury
Water Pollution Control Facility

NITROGEN REMOVAL STUDY

CASH FLOW PROJECTION

October 2002	\$10,000
November 2002	\$10,000
December 2002	\$10,000
January 2003	\$10,000



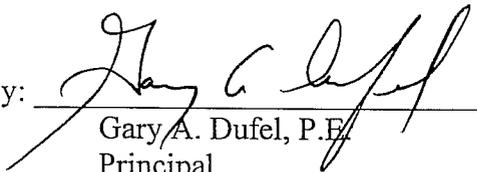
CITY OF DANBURY
PUBLIC UTILITIES
JUL 29 2002
Discard Date _____
Permanent _____
File Code _____

City of Danbury
Water Pollution Control Facility

NITROGEN REMOVAL STUDY

MBE/WBE COMMITMENT

Stearns & Wheler, LLC will meet the State's MBE and WBE participation requirements of 8% and 2.5 %, respectively, by utilizing the services of certified MBE and WBE firms during the construction phase of the project.

Approved By: 
Gary A. Dufel, P.E.
Principal



CLEAN WATER FUND CONSTRUCTION PROJECT COST ESTIMATE SUMMARY

1. GRANTEE

2. PROJECT NUMBER

City of Danbury, CT

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					
CONTRACT NO.					
CONTRACT NO.					
CONTRACT NO.					
LATER CONTRACTS					
EQUIPMENT/MATERIALS					
SUBTOTAL					
B. TECHNICAL SERVICES	\$40,000	\$40,000	\$40,000	\$31,000	\$0
C. LEGAL/FISCAL					
ADMINISTRATIVE					
CONTINGENCY					
F. INTEREST					
G. SITE					
TOTAL	\$40,000	\$40,000	\$40,000	\$31,000	\$0

5. WAGE DETERMINATION NUMBER AND EXPIRATION (IF APPLICABLE)

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	\$9,000
B. CLEAN WATER FUND GRANT	\$31,000
C. CLEAN WATER FUND LOAN	
D. INTEREST	
TOTAL	\$40,000

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)

(Print/Type on Municipal Letterhead Paper)
Suggested Format for A Resolution Which Is
Required To Obtain State Funding For
Pollution Abatement Facilities

BE IT RESOLVED THAT: Mark D. Boughton, Mayor is hereby authorized to execute and file applications, contracts and agreements on behalf of the City of Danbury with the Commissioner of Environmental Protection for State grants pursuant to the provisions of Sections 22a-475 thru 483 of the General Statutes of Connecticut, as amended, and to execute on behalf of the City of Danbury all the applications, instruments, contracts and documents and accept payments and do all other thing that may be necessary for state grants and loans:

Nitrogen Removal Study

To evaluate alternatives and provide a recommended plan for the WPCF to comply with the State's General Permit for Nitrogen Discharges. The study will evaluate options for meeting the nitrogen effluent limits in the near term at present wastewater flow, and long term (ultimate effluent nitrogen limit in year 2014) at the WPCF's design flow, considering changes in plant operations, interim and long term WPCF modifications and/or the purchase or sale of nitrogen credits under the state's nitrogen trading program.

THE RESOLUTION MUST BE CERTIFIED BY THE MUNICIPAL CLERK WITH SEAL IMPRINT IDENTIFY THE TYPE OF MEETING HELD AND THE DATE OF THE MEETING.

IF THE RESOLUTION SPECIFIES THE POSITION TITLE WITHOUT A PERSON'S NAME, THEN THE TOWN CLERK MUST PREPARE A CERTIFICATE OF INCUMBENCY, CERTIFIED AND SEALED.

IF THE RESOLUTION IS OLDER THAN ONE YEAR, THEN A RE-CERTIFICATION BY THE MUNICIPAL CLERK IS REQUIRED STATING THAT THE RESOLUTION IS STILL IN FULL FORCE AND EFFECT AND HAS NOT BEEN CHANGED OR ALTERED IN ANY WAY.

- 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 subagreements, 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 (sample format attached);
- D. A cash flow projection;
- E. How the municipality proposes to handle the full faith and credit issue of the loan/grant agreement. A certified bonding resolution for the costs of the Planning Phase;
- F. Municipality's status of compliance with the Commissioner's abatement order;
- G. The consultant's MBE/WBE commitment; and
- H. Completed ACommission on Human Rights and Opportunities \cong forms (attached); and
- I. Completed AConstruction Project Cost Estimate Summary \cong form (attached).

Note: Costs related to the Planning Phase are loan eligible only.

Any reference to Section 22a ----- is referring to The Regulations of Connecticut State Agencies.

APPLICATION FOR DESIGN

- A. An engineering report meeting all the requirements set forth in Section 22a-482-3(a);

- B. Proposed subagreements, 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 (sample format attached);
- D. A value engineering (VE) commitment in compliance with Section 22a-482-3(d) for all design funding assistance applications for projects with a projected total building cost of \$10 million or more, including the cost of interceptor and collector sewers. For those projects requiring VE, the municipality may propose, subject to the Commissioner's approval, to exclude interceptor and collector sewers from the scope of the VE analysis;
- E. Proposed or executed (as determined appropriate by the Commissioner) intermunicipal agreements necessary for the construction and operation of the proposed pollution abatement facility for any facility serving two or more municipalities;
- F. A schedule for initiation and completion of the project work;
- G. Evidence that local authority to construct the facilities has been obtained. A certified bonding resolution for the Total Cost of the Project;
- H. A cash flow projection;
- I. Municipality's status of compliance with the Commissioner's abatement order;
- J. The consultant's MBE/WBE commitment;
- K. Completed ACommissioner on Human Rights and Opportunities forms (attached);
and
- L. Completed AConstruction Project Cost Estimate Summary form (attached).

NOTE: The grant eligibility for design costs is based on an allowance of the estimated initial allowable construction costs. A copy of AAppendix B - Final Rule - Allowance for Facilities Planning and Design is attached which provides the method to determine the estimated and final allowance for design.

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. A schedule for submission of a proper operation and maintenance program including a preliminary plan of operation;
- E. An approved user charge system developed in accordance with the requirements set forth in Section 22a-482-3(e);
- F. Evidence that local authority to construct the facilities has been obtained. A certified bonding resolution for the Total Cost of the Project ;
- G. A cash flow projection;
- H. Amounts and terms of any other Financial Assistance;
- I. Municipality's status of compliance with the Commissioner's abatement order;
- J. The consultant's MBE/WBE commitment (At the time of the construction contract request for authorization to award, the proposed contractor's MBE/WBE commitment will be needed); and
- K. Completed ACommission on Human Rights and Opportunities≅ forms (attached).
- L. Completed AConstruction Project Cost Estimate Summary≅ form (attached).

Any reference to Section 22a ----- is referring to The Regulations of Connecticut State Agencies.

PART B.

THE FOLLOWING ITEMS MUST BE SUBMITTED TO:

Ms. Sharon Dixon Peay
Office of the Treasurer
55 Elm Street

1. General Municipal:

- a. Most recent official statement or, at least three years financial statements, interim financial statement, cash flow statement and schedule of debt service with maturity dates.
- b. Capital Budget.
- c. Current Budget.
- d. Economic data:
 - 1) Tax Base (including net grand list).
 - 2) Wealth levels (including per capita income).
 - 3) Employment trends.

2. Project Specific:

- a. Engineering and/or feasibility report, which includes at a minimum:
 - 1) Project operating cost analysis.
 - 2) Billing schedule - Initial user base for the project (number and type, ie. residential, industrial).
 - 3) Fee Schedule.
 - 4) Any proposed management contracts.
 - 5) Project capital cost repayment analysis.
 - a) Amount to be repaid by mill rate increase.
 - b) Amount to be recovered through tie in fees.
 - c) Amount to be repaid by benefit assessment.
 - d) Amount to be repaid through user fees.
- b. Contractual relationship with users of 5% or more of capacity.
- c. How user fees are established and set.
- d. Minimum population threshold for project.
- e. Information concerning the management of the project.

3. Contact person at the municipality (name, title and phone number).

**INSTRUCTION SHEET
CONTRACT COMPLIANCE REQUIREMENTS**

You have recently entered into, or are about to enter into an agreement with the Department of Environmental Protection (DEP). **For the purposes of completing this paperwork, you (or the company, institution, or municipality you represent) are the Contractor.** The Department has compiled the attached set of forms to collect information for contract compliance.

You will be asked to complete a series of forms in conjunction with the first grant, contract, or purchase order negotiated with DEP in a fiscal year. The information **regarding your firm's general contract compliance activities and affirmative action and employment practices** is kept on file in the Department's Affirmative Action Office **for a two-year period** and may be used in consideration for subsequent grants, contracts, or purchase orders. The Department has elected to obtain **information specifically regarding** each particular grant, contract application or proposal via the Project Questionnaire.

Please read carefully the following instructions which are attached and described below and complete and return the forms as identified.

1. **The Notification to Bidders/Contractors** contains pertinent sections of the statutes and regulations relating to nondiscrimination and contract compliance. Please review and retain this information.
2. **The Contract Compliance Questionnaire** consists of questions concerning affirmative action practices of your firm. **It also asks for information regarding your practices involving apprenticeship and set aside programs.**
3. **The Employment Information Form** requests a breakdown of your workforce by race/sex and job categories for comparison with employment availability in the relevant labor market area. If your organization has filed an EEO-1, EEO-4, or equivalent form with the federal government you may substitute the summary sheet of the EEO form in lieu of the Employment Information Form. Please complete and return this form.
4. Please submit a copy of your **Affirmative Action Policy**. If you do not have an Affirmative Action Policy, you may use the sample policy statement to develop one. The Affirmative Action Policy statement should be dated and printed on your letterhead. Please complete and return the Affirmative Action Policy Statement if you do not have your own Affirmative Action Policy Statement and Affirmative Action Plan.
5. **The Project Questionnaire** consists of questions concerning a specific project/contract, as well as your firm's intention to subcontract and practices when subcontracting. Please complete and return this form for every project/contract.
6. The forms listed in items 2-4 need only be completed and returned to DEP **on a bi-annual basis**, starting with the first year contracted. The Project Questionnaire (item 5), however, must be submitted for **each project** involving a contract with DEP. Should you have any questions concerning contract compliance requirements, or if you would like a copy of the regulations, call the Affirmative Action Unit at (860) 424-3035.

NOTIFICATION TO BIDDERS/CONTRACTORS

The contract to be awarded is subject to contract compliance requirements mandated by Section 4a-60 and 4a60a of the Connecticut General Statutes; and, when the awarding agency is the state, Section 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to Aaggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.≅ Aminority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.≅ AMinority" groups are defined in Section 32-9n of the Connecticut General Statutes as A (1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .≅ An individual with a disability is also a minority business enterprise as provided by Section 32-9e of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's/contractor's qualifications under the contract compliance requirements.

- (a) the bidder's/contractor's success in implementing an affirmative action plan;
- (b) the bidder's/contractor's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
- (c) the bidder's/contractor's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's/contractor's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's/contractor's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46-a-68j-30(10)(E) of the Contract Compliance Regulations.

Should you be selected for a contract, you will be required to provide information concerning your workforce and employment practices prior to the execution of the contract.

AFFIRMATIVE ACTION

POLICY STATEMENT

It has always been the policy and will continue to be the strong commitment of _____ and all contractors and subcontractors who do business with this _____ to provide equal opportunities in employment to all qualified persons solely on the basis of job-related skills, ability and merit. The _____ will continue to take Affirmative Action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, mental disorder (present or past history thereof), age, physical disability (but not limited to blindness), marital status, mental retardation, and criminal record. Such action includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. The _____, its contractors and subcontractors will continue to make good faith efforts to comply with all federal and state laws and policies which speak to equal employment opportunity.

The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1866, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso=s Executive Order Number 11, Governor O=Neill=s Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58(a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of Blind (46a-51(1)), definition of Physically Disabled (46a-51(15)), definition of Mentally Retarded (46a-51(13)), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60(a)-8), Connecticut Credit Discrimination Law (36-436 through 439), Title I of the State and Local Fiscal Assistance Act of 1972.

This Affirmative Action Policy Statement re-affirms my personal commitment to the Principles of Equal Employment Opportunity.

DATE

SIGNATURE

DEFINITIONS OF JOB CATEGORIES

1. **Officials, Managers and Supervisors:** Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes officials, executives, middle management, plant managers, department managers, and superintendents, salaried forepersons who are members of management, purchasing agents and buyers, and kindred workers.
2. **Professionals:** Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, and kindred workers.
3. **Technicians:** Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in technical institutes and junior colleges, or through equivalent on-the-job training. Includes: draftspersons, engineering aides, junior engineers, mathematical aides, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical sciences), and kindred workers.
4. **Sale Workers:** Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales persons, insurance agents and brokers, real estate agents and brokers, stock and bond salespersons, demonstrators, sales people and sales clerks, and kindred workers.
5. **Office and Clerical:** Includes all clerical type work regardless of level of difficulty, where the activities are predominantly non manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office workers, office machine and computer operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.
6. **Craft Workers (Skilled):** Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes in their work. Exercise considerable independent judgement and usually receive an extensive period of training. Includes: building trades hourly paid forepersons and leadpersons who are not members of management, mechanics and repair people, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors, and kindred workers.
7. **Operatives (Semi-skilled):** Workers who operate machine or processing equipment or perform other factory type duties of intermediate skill level which can be mastered in a few weeks and require only

- limited training.
8. **Laborers (Unskilled):** Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require application of little or no independent judgement. Includes: garage laborers, car washers and greasers, gardeners (except farm) and grounds keepers, longshore persons and stevedores, wood cutters and choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.
9. **Service Workers:** Workers in both protective and nonprotective service occupations. Includes: attendants (hospital and other institution, professional, and personal service), barbers, cleaning workers, cooks (except household), counter and fountain workers, fire fighters, police officers and detectives, security workers and doorkeepers, stewards, janitors, porters, food servers. And kindred workers.

Apprentices- Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a state or federal agency.

Trainees- Persons engaged in a formal training for craft worker- when not trained under an apprenticeship, program. Includes: operatives, laborer and service occupations. Also includes persons engaged in formal training for official, managerial, professional, technical, sales, office, and clerical occupations.

Definitions of Racial and Ethnic Terms and of Physical Disability.

- A. **WHITE** (Not of Hispanic Origin). - All persons having origins in any of the original peoples of Europe, North Africa, the Middle East.
- B. **BLACK** (Not of Hispanic Origin). - All persons having origins in any of the black racial groups of Africa.
- C. **HISPANIC**. - All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
- D. **ASIAN OR PACIFIC ISLANDERS**. - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian sub continent or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.
- E. **AMERICAN INDIAN OR ALASKAN NATIVE**. - All persons having origins in any of the original peoples of North America and who maintain cultural identification through tribal affiliation or community recognition.
- F. **PHYSICALLY DISABLED**. - An individual having a chronic physical handicap, infirmity, or impairment, as defined in the Connecticut General Statutes, Sec. 1-1f.

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August 26, 2002

Mayor Mark D. Boughton

Danbury City Hall

Dear Mayor Boughton:

We have received a donation from Mrs. Teresa M. Kane, 25 Longwood Road, Mahopac, NY 10541 in the amount of \$75.00.

Please place this item on the agenda for the September Common Council meeting as this donation needs to be deposited into the LIBRARYFUND.4651 Donations.

Sincerely,



Elizabeth McDonough
Director

c: City Clerk ✓
D. Diorio - Director of Finance



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES
COMMISSION ON AGING

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

Municipal Agent
80 Main Street
(203) 797-4687

Mayor Mark Boughton and
Members of the Common Council
City of Danbury
Danbury, CT 06810

August 23,,2002

Mayor Boughton and Members of the Common Council:

The following donations of \$75.00 have been sent to the Department of Elderly Services for the use of the Danbury Senior Center:

Harborside Health Care	- 25.00
Laurel Ridge Health Care)	- 25.00
Town of Southbury	- 25.00

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

Respectfully,


Leo McIlrath

LAUREL RIDGE HEALTH CARE

642 DANBURY ROAD
RIDGEFIELD, CT 06877



51-57/119

004017

CHECK NO.	CHECK DATE	VENDOR NO.
	07/18/02	901348

PAY

TWENTY-FIVE AND 00/100 DOLLARS*****

CHECK AMOUNT
\$*****25.00

TO THE
ORDER
OF:

DANBURY SENIOR CENTER
80 MAIN ST

DANBURY CT 06810

Laurel Ridge Health Care

⑈004017⑈ ⑆011900571⑆ 94284 46709⑈

TOWN OF SOUTHBURY

501 MAIN STREET SOUTH
SOUTHBURY, CONNECTICUT 06488



Fleet Bank
12 Main Street South
Southbury, CT 06488

51-57
119

CHECK
NUMBER

00077543
077543

*****25 DOLLARS AND 00 CENTS

PAY
TO THE
ORDER OF

DANBURY SENIOR CHORUS
80 MAIN STREET

DANBURY, CT 06810

VENDOR	CHECK DATE	CHECK AMOUNT
040401	08/09/02	*****25.00

AMOUNTS OVER \$2000.00 REQUIRE TWO SIGNATURES
VOID AFTER 90 DAYS

W. Wells
SELECTMAN
[Signature]
TREASURER

⑈077543⑈ ⑆011900571⑆ 00500 33597⑈

HARBORSIDE DANBURY LP
HHC GLEN HILL RESIDENT COUNCIL FUND
ONE GLEN HILL ROAD
DANBURY, CT 06811

51-7218/2211
0480474468

No.

132

DATE

7/24/02

Pay to the order of

Danbury Senior Choir \$ 25.00
Twenty-Five *00/100 DOLLARS*

people's bank
CONNECTICUT

MEMO

Walter Pader/Kathy Pader

⑆221172186⑆ 048 0474468⑆ 0132

ANTIQUE



9

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

August 28, 2002

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Common Council Members:

I hereby submit for your confirmation the appointment of the following individual to the Airport Commission, replacing Richard Kilcullen, with a term to expire July 1, 2005:

Joseph S. Bukowski (R)
18 Tiffany Drive
Danbury, CT 06811

Mr. Bukowski is a Connecticut State Police Trooper and is active in the community.

Thank you for your consideration of this appointment.

Sincerely,

Mark D. Boughton
Mayor



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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

August 28, 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 Conservation Commission to fill the expired term of Thomas Evans with a term to expire July 1, 2005:

Matthew S. Antonetti [R]
302 Avalon Lake Road
Danbury, CT 06810

Mr. Antonetti is active in the community and is an attorney with the State of Connecticut Department of Health.

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

August 28, 2002

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Common Council Members:

The City of Danbury has recently acquired three parcels of land bordering Tarrywile Park. I am writing to ask your consideration of transferring the following parcels to the Tarrywile Park Authority pursuant to the City of Danbury Code of Ordinances Sec. 13A-50 (b) (1):

1. Terre Haute Annex – 14 acres
2. Mootry Peak – 17 acres
3. Terre Haute Road – 54 acres

These properties are ideally suited for expansion of our wonderful gem – Tarrywile Park. I encourage you to embrace this wonderful opportunity to assure open space remains available in Danbury for future generations.

Sincerely yours,

Mark D. Boughton
Mayor



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

August 15, 2002

RE: [Illegible]

Dear Council Members:

RE: Charter Violations (Section 3-3, 3-5 and 3-7). The roles of the City Clerk - Assistant Clerk - President of the Council.

In his letter of August 7, 2002 to the Council, Jean Darius contends a lack of structure and synergy in the roles of the City Clerk and the Assistant City Clerk - a violation of the Charter - and two steps that will prevent similar violations in the future:

In light of the importance of this issue, we are requesting a committee of the whole to convene, and to consider a cease and desist of these flagrant violations of the charter of the City of Danbury. We are also requesting that this matter be placed on the next council agenda for consideration.

The violations in question are:

Section 3-3, The Assistant Clerk can only act as a subordinate of the City Clerk (an elected official), and not in lieu of the City Clerk.

Section 3-5, All records (or official documents) shall be maintained by the City Clerk, and signed by either or both the President of the Council and the City Clerk - not the Asst. Clerk.

Please note that the signature of the President does not preclude additional authentication from the City Clerk.

Section 3-7, Ordinances and resolutions shall be filed, recorded, compiled, and published by the City Clerk - not the Assistant Clerk or members of the Council.

Your prompt attention to this matter is appreciated.

Sincerely,

Members of the Common Council

Sherril Neustrom
Wendy Bell
Matthew Gallagher
Pauline R. Basso

J. P. Darius
James E. Spill
Pat Gallagher
Donna [Illegible]
Allen [Illegible]



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CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Mayor Mark P. Boughton via the Common Council

FROM: Dena Diorio, Director of Finance *DD*

DATE: August 21, 2002

RE: Amended Ambulance Budget

As you are aware, the City of Danbury has a contractual relationship with Business Systems Incorporated (BSI) for the delivery of ambulance services in the City of Danbury. The contract runs on a fiscal year beginning on October 1st and ending on September 30th. The contract includes a provision whereby BSI is responsible for collecting all fees related to the provision of ambulance services and remitting such fees back to the City. BSI has retained MedFinancial as its collection agent whose is paid 10% on all patient bills that are collected from any source.

Over the last several months, BSI has seen a significant increase in its collections through MedFinancial. Through July 31, 2002, the collections on billings totaled 54%, an increase of 14% over the prior year. The increase is largely due to increased payment amounts from payers such as Medicare, combined with a larger percentage of ambulance trips being billed as Advanced Life Support versus Basic Life Support.

However, since MedFinancial is paid a percentage on collections, expenditures in this area have exceeded budget. The budget for the contract year assumed an average of \$7,667 per month or \$92,000 annually. Through June 30, 2002, payments to MedFinancial have totaled \$99,646 or an average of \$11,072 per month.

I would ask that the Common Council at its September meeting approve an additional appropriation of \$21,000 in the 2002-2003 budget. It would be my recommendation that the Common Council authorize these funds to be appropriated from the Ambulance Fund's Fund Balance account to cover these increases.

I hereby certify the availability of these funds. Should you need additional information, feel free to give me a call.

C: Kim Sophia
Virginia Walonoski
Matt Cassavechia
Mark Moreau



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

September 4, 2002

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

Dear Mayor and Council Members:

I request that an ad hoc committee be formed to review the lots on South Street used by Davis Tree. This situation has been ongoing and complaints have been received from residents.

Sincerely yours,

John Esposito
John Esposito
Council - 4th Ward



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

September 4, 2002

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

Re: **Appointment to the Candlewood Lake Authority**

Dear Mayor and Council Members:

I request reconsideration of item 6 appearing on the June, 2002 Common Council Agenda. After researching the issue, I believe more information is necessary.

Sincerely yours,

Matthew Gallagher
Matthew Gallagher
Council at Large

Monday, August 26, 2002

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Pauline Basso; Council Member
City of Danbury
City Hall
155 Deer Hill Avenue
Danbury, CT 06810

Dear Pauline:

As a concerned citizen, and also a recent addition to the Disabilities Commission, I feel it is my duty to help the residents of Danbury Commons as they attempt to get help in reparation of the Main Street sidewalk between the housing unit and Food Bag.

Many of the residents of Danbury Commons do not have vehicle transportation, and walk the short length from the Commons to Food Bag to purchase items. As you may be aware, most of the residents of the Commons are elderly AND/OR disabled. On several occasions, residents have complained that the sidewalk needs to be repaired. There is a tree that is uprooting the sidewalk and making it difficult for residents to pass.

There has recently been one resident that had fallen and later was taken to the hospital emergency room. Other residents have fallen, although I have yet to verify their names. One resident uses a motorized wheelchair to transport herself, and has almost fallen over. She has also reported that the sidewalk has done damage to her wheelchair.

Please add this to your September meeting as this is an important issue for the residents. I am requesting that the Council set up an ad hoc committee to address this issue. I also request that the ad hoc committee contact Danbury Commons residents to obtain information and keep them informed as to the progress of this issue.

Sincerely,



Robie Barile;
DCTO (Danbury Commons Tenant's Organization) Secretary
Danbury Commons Neighborhood Watch Commander
51 Main Street Unit 30 (Danbury Commons)
Danbury, CT 06810
794-1198

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WESTVILLE ASSOCIATES, LLC

46 North Street
Danbury, CT 06810
Phone (203) 743-4688
Fax (203) 798-8124

August 15, 2002

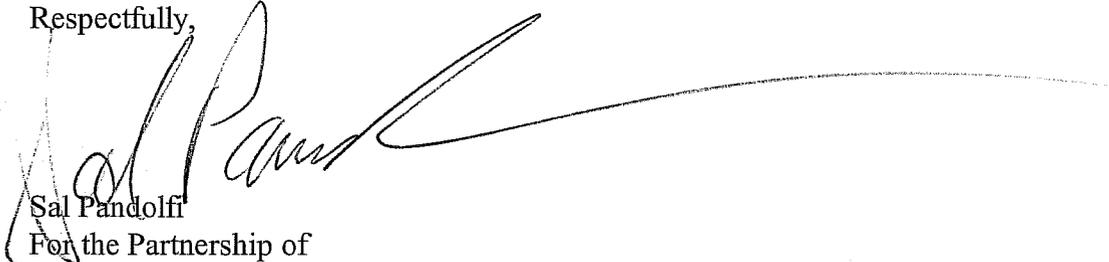
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

RE: Acceptance of Logans Way as a city road

Dear Common Council,

Westville Associates LLC, hereby requests for the City of Danbury to accept Logans Way (the road network for Westville Estates Phase II) as a city approved and maintained road. We also request the City of Danbury take ownership of Logans Way.

Respectfully,



Sal Pandolfi
For the Partnership of
Westville Associates, LLC

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

DAVID R. CHIPMAN
RICHARD S. LAND
WARD J. MAZZUCCO
FRANCIS G. PENNAROLA
ELIZABETH S. LACHTERMAN
RYAN J. MORLEY

30 MAIN STREET, SUITE 204
DANBURY, CT 06810-3043

TEL. (203) 744-1929
FAX (203) 790-5954
WWW.DANBURYLAW.COM

August 29, 2002

Common Council
c/o City Clerk's Office
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: **Eminent Domain of portion of Broad Street**

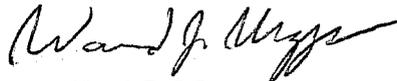
Honorable Council Members:

We represent Broad Street Associates, LLP, the developer of fourteen new homes on Broad Street in Danbury. In connection with that work, the developer installed sewer and water lines in Broad Street to serve the site. It now appears that a triangular portion of Broad Street, including the traveled roadway, is not owned by the City of Danbury. Indeed, the ownership of the parcel is uncertain.

Broad Street Associates wishes to convey the new sewer line to the City but may be unable to do so until the ownership of the triangular strip is settled. Accordingly, Broad Street Associates hereby requests the City to acquire the triangular strip by eminent domain. Naturally, our client would be willing to pay all of the attendant costs.

Would you be kind enough to put this matter on your next agenda and refer it to the appropriate City agencies for review. Thank you, as always, for your cooperation.

Very truly yours,



Ward J. Mazucco

WJM:sm

Via Fax: 796-1529

cc: Broad Street Associates, LLP
Eric L. Gottschalk, Esq.



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

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

August 22, 2002

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

Dear Mayor Boughton and Common Council Members:

Larson Drive
Request to Accept Road

At the May 7, 2002 Common Council meeting, the April 29, 2002 request from Attorney Paul N. Jaber that the City accept Larson Drive as a city street was forwarded to our office for a thirty days report (reference item 38 of the meeting minutes).

Acceptable record drawings for the roadway have been received. All construction issues have been addressed to our satisfaction.

It is our recommendation that Larson Drive be accepted as a city street subject to the submittal of satisfactory legal documents to the Corporation Counsel's office.

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

Very truly yours,

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

WJB/PAE/pe

C: Eric L. Gottschalk, Esq.
Dennis Elpern
Frank Cavagna
Paul N. Jaber, Esq.



COMMON COUNCIL - CITY OF DANBURY

20

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer

Water _____

Name of Applicant: WILLIAM A. ASMAR
12 ELMCREST DRIVE (RES.)

Address: ~~1 KENOSIA AVE~~
DANBURY, CT. 06810

Telephone: 203-744-5757

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

Located at: 1 KENOSIA AVE

Assessors's Lot No. E-16002

Zone: DL-40

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

Number of Efficiency Units _____

Number of 1 Bedroom Units _____

Number of 2 Bedroom Units _____

Number of 3 Bedroom Units _____

Total Number of Units _____

W. Asmar
SIGNATURE
8/20/02
DATE

COMMON COUNCIL - CITY OF DANBURY

21

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer

Water

Name of Applicant: Diana Sniffin

Address: 16 Smith St.
Danbury, CT. 06810

Telephone: 730-1070

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

Located at: 67 Hospital Ave.

Assessors's Lot No. _____

Zone: _____

Intended Use:	Retail _____	Single Family Residential <u>Current</u> _____
	Office _____	Multiple Family Development <u>possible</u> <input checked="" type="checkbox"/>
	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 _____

Diana Sniffin
SIGNATURE
8/9/02
DATE



CITY OF DANBURY

DANBURY, CONNECTICUT 06810
DEPARTMENT OF ELDERLY SERVICES
COMMISSION ON AGING

22

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

Municipal Agent
80 Main Street
(203) 797-4687

Date: 08/27/02

MEMO TO: Hon. Mark Boughton
via the Common Council

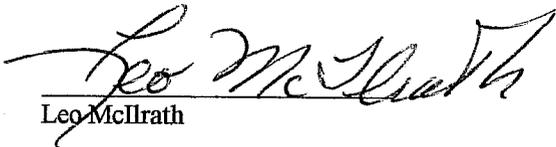
FROM: Leo McIlrath, Director
Elderly Services

RE: Reappropriation of Donated Funds

I hereby request a transfer of funds in the amount of \$533.00 from the Elderly Services donations account to the Commission on Aging budget for the following accounts:

Printing/Binding	5002.5324	\$533.00
------------------	-----------	----------

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


Leo McIlrath

LM/jgb

cc: Dena Diorio
Director of Finance



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

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

M E M O R A N D U M

TO: Hon. Mark D. Boughton via the Common Council
FROM: Dena Diorio, Director of Finance
DATE: August 26, 2002
RE: Commission on Aging

CERTIFICATION

I hereby certify the availability of \$533.00 to be transferred from the Elderly Services Donations Revenue Account to the Commission on Aging budget to the following account:

Printing/Binding	5002.5324	\$533.00
------------------	-----------	----------

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


Dena Diorio

DD/jgb

Cc: Leo McIlrath



23

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

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

M E M O R A N D U M

DATE: August 26, 2002
TO: Hon. Mark D. Boughton via the Common Council
FROM: Dena Diorio, Director of Finance
RE: DEFERRED COMPENSATION PLAN

Attached for your review is an updated Administrative Services Agreement (ASA) with Hartford Life Insurance Company, the City's service provider for the 457 deferred compensation plan. The purpose of the ASA is to facilitate the maintenance of individual accounts and the administration of the plan as it pertains to accounting to contributions, benefit payments, the withholding of taxes from benefit payments, and the proper reporting to participants, annuitants, and governmental agencies.

In general, the updated version is a more comprehensive document, which reflects the technological advances and organization changes that have occurred. The updated ASA is also better organized into sections that provide ease of readability and understanding.

Should you find the Administrative Services Agreement acceptable, please authorize the Mayor to sign it on the City of Danbury's behalf.


Dena Diorio

DD/ag

Attach.

Administrative Services Agreement

To be signed by Plan Sponsor


Hartford Life

Hartford Life Insurance Company
P.O. Box 1583
Hartford, CT 06144-1583

1.0 Agreement

1.1 This Administrative Services Agreement (hereinafter the "Agreement") is made and entered into by and between the Plan Sponsor and Hartford Life Insurance Company, a Connecticut corporation (hereinafter "Hartford Life"). It is hereby represented by the Plan Sponsor that the Plan Sponsor has authority to act for the Plan and to contract for services on behalf of the Plan.

1.2 The purpose of this Agreement is to facilitate the maintenance of Individual Accounts and the administration of the Plan with respect to those Investment Options offered by Hartford Life and authorized by the Plan Sponsor as it pertains to accounting for contributions, benefit payments, the withholding of taxes from such benefit payments, and the proper reporting to Participants, annuitants, and governmental agencies. The Plan Sponsor represents that during the term of this Agreement, and with respect to the services to be provided by Hartford Life under this Agreement, that Hartford Life shall be the exclusive provider of such services to the Plan.

1.3 Unless expressly provided otherwise, the services rendered by Hartford Life pursuant to this Agreement shall be performed at no additional cost to the Plan Sponsor. Upon the request of the Plan Sponsor, Hartford Life will make a reasonable attempt to secure appropriate services, other than those provided under this Agreement, from other sources with any and all agreed upon fees charged back to the Plan Sponsor.

2.0 Definitions

2.1 As used herein, the following words and phrases have the meanings set forth as in this Section, unless this Agreement expressly provides otherwise:

"Code" means the Internal Revenue Code of 1986, as amended, including any regulations or rulings thereunder;

"Employer" means the City of Danbury;

"Individual Account" means that portion of the Plan's assets in an Investment Arrangement which is held for the benefit of a Participant pursuant to the terms of the Plan;

"Investment Arrangement" means the arrangement(s) between the Plan Sponsor or Trustee and Hartford Life to fund the Plan;

"Investment Option" means any investment provided under one or more Investment Arrangements;

"Participant" means an employee (or former employee) of the Plan Sponsor participating in the Plan and for whom an account under the Plan is maintained;

"Plan" means the deferred compensation for employees of the City of Danbury, a plan established and maintained in accordance with the provisions of Code Section 457;

"Plan Sponsor" means the Employer and its designated representative;

"Plan Sponsor Contact" means

Name and/or Title	Ms. Andrea Gray Payroll Supervisor
Address	City of Danbury 155 Deer Hill Avenue
City, State, Zip	Danbury, CT 06810;

"Trust" means the trust and custodial accounts maintained by the Trustee under the Plan's trust agreement;

"Trustee" means the trustee(s) named in the Plan's trust agreement, if any.

3.0 Participant Individual Account Services

3.1 Hartford Life will establish an Individual Account for each Participant, beneficiary, or alternate payee under a Plan approved domestic relations order. For each such account, Hartford Life will record and maintain the following information:

- (a) name;
- (b) social security number;
- (c) mailing address;
- (d) date of birth;
- (e) current investment allocation direction;
- (f) contributions allocated and invested;
- (g) investment transfers;
- (h) benefit payments.

To establish an Individual Account for an employee, the Plan Sponsor, after determining such employee's eligibility under the Plan, must provide Hartford Life with an application. To establish an Individual Account for an alternate payee, Hartford Life must be provided: a copy of the court approved domestic relations order; a letter from the Plan Sponsor approving the establishment of the Individual Account which shall include specific instructions on the disposition of the amount in question and the investment rights of the alternate payee under the Plan; and an application for the alternate payee. To establish an Individual Account for a beneficiary, Hartford Life must be provided a certified copy of the death certificate of the Participant and an application for the beneficiary.

3.2 Hartford Life will provide a toll free telephone service, or voice response unit (VRU), that enables each Plan Participant to perform certain functions which include, but are not limited to:

- a) redirecting the investment of future contributions among the Investment Options;
- b) transferring amounts held in the Participant's Individual Account among the Investment Options;
- c) obtaining the Participant's Individual Account balance in total and on an investment fund basis for the previous valuation day; and
- d) obtaining the accumulation unit value/price for the previous valuation day for each of the Investment Options.

Hartford Life will provide customer representatives to support the utilization of the VRU during normal business hours. Hartford Life may also provide these enumerated services and features through an Internet site(s) available to Plan Participants. Hartford Life will record all activity of the VRU and Internet site(s) in accordance with generally accepted record retention practices. Hartford Life will operate its VRU and Internet services in accordance with reasonable provisions to ensure the security of such services. The VRU and Internet site(s) may occasionally be unavailable to accommodate system maintenance.

4.0 Contributions

4.1 The Plan Sponsor shall determine, arrange for, and supply, directly to Hartford Life or its designee, cash proceeds representing Contributions to the Plan and all data necessary to properly allocate Contributions. The cash and allocation data submitted to Hartford Life must be in "good order." Good order means that the allocation data submitted by the Plan Sponsor to Hartford Life reconciles with both the cash remitted to Hartford Life and the Participant Accounts on record with Hartford Life. Good order also means that cash and allocation data are submitted electronically in a layout and format mutually agreed to by both Hartford Life and the Plan Sponsor. For transactions that are not in good order, Hartford Life shall return the cash to the

Plan Sponsor within 5 business days, unless directed otherwise. Hartford Life is not responsible for collecting any Contributions that may be due to the Plan but are not deposited with Hartford Life.

4.2 Contributions to the Plan will be allocated among each Participant's Individual Account, according to the instructions filed with Hartford Life by the Plan Sponsor, subject to the terms of the Plan. Contributions will be invested among the Investment Options under the Investment Arrangement in accordance with the terms of the Investment Arrangement and the most current investment direction on file at Hartford Life. Transactions are valued as of the close of regular trading on the New York Stock Exchange (usually 4 p.m. Eastern time) on each day the Exchange is open. Contributions and allocation data received in good order before the close of the New York Stock Exchange are considered part of that day's receipts. Contributions and allocation data received in good order after the close of the New York Stock Exchange will be considered part of the next day's receipts. Where the terms of the Investment Arrangement and this paragraph conflict, the terms of the Investment Arrangement will govern.

4.3 Data for processing will be submitted to Hartford Life via a medium and format mutually agreed to by both Hartford Life and the Plan Sponsor.

4.4 Any amounts contributed in error by the Plan Sponsor to the Plan shall be returned to the Plan Sponsor within seven business days of the receipt of a written notice from the Plan Sponsor to Hartford Life which establishes the error, the amount of such error and the intended disposition of such error.

4.5 For purposes of this Section 4.0, the term "Contributions" shall include amounts under the Plan transferred to the Investment Options from other Plan funding vehicles.

5.0 Benefit Payments

5.1 The Plan Sponsor shall notify Hartford Life in writing of each Participant, beneficiary, or alternate payee the Plan Sponsor has determined is entitled to receive benefit payments under the terms of the Plan. Such notice shall instruct as to the form of benefit payment. For purposes of this Section 5, the term Participant shall include beneficiaries and alternate payees as applicable.

5.2 Pursuant to any notice received at Section 5.1, Hartford Life shall issue benefit payments to each Participant from the Participant's Individual Account.

5.3 To the extent required by federal and state law, Hartford Life will calculate and withhold from each benefit payment federal and state income taxes. Hartford Life will report such withholding to the federal government and state government, with a copy to the Plan Sponsor. All income taxes, so withheld, will be remitted by

Hartford Life to the appropriate federal and state tax authorities within the time prescribed by federal and state law.

5.4 Hartford Life shall furnish to each Participant who has received a benefit payment tax reporting form(s) in the manner and time prescribed by federal and state law. Each Participant remains solely responsible for any tax liability incurred as a result of such benefit payment.

6.0 Financial Records

6.1 Hartford Life shall establish and maintain financial records for the purposes of this Agreement in accordance with generally accepted accounting practices and procedures which include:

- a) a record of all notifications from the Plan Sponsor concerning Participants who are to receive benefit payments per Section 5.0 of this Agreement;
- b) statements of gross benefit payments under Section 5.0 of this Agreement;
- c) statements of all federal and state income taxes withheld under Section 5.3 of this Agreement;
- d) records of all income tax withholding reports as filed with the federal government and state government(s) on behalf of the Plan Sponsor;
- e) records of all transactions within the Individual Accounts.

7.0 Individual Participant Reports

7.1 Hartford Life shall mail directly to each Participant (beneficiary or alternate payee as applicable) at the address on file:

- a) with each benefit check, a statement of gross benefit payment made under Section 5.0 of this Agreement, including the amount of federal and state taxes withheld and the net amount paid;
- b) a confirmation of investment fund transfers, allocation changes, name and address changes within one (1) business day of such activity;
- c) a statement of accounts summarizing all financial activity for each calendar quarter within ten (10) business days of such quarter end.

8.0 Plan Sponsor Reports

8.1 Hartford Life shall furnish to the Plan Sponsor:

- a) a monthly report containing a statement of each and every periodic benefit payment made under Section 5.0

of this Agreement which includes the amount of federal and state taxes withheld pursuant to Section 5.3;

- b) for each calendar quarter, a report including all contribution, investment, and benefit payment activity which occurred during the calendar quarter, as well as calendar quarter beginning and ending account values, including gains or losses for the calendar quarter;
- c) data or information to enable the Plan to determine assets and earnings in connection with requirements of the Government Accounting Standards Board to meet Comprehensive Annual Financial Report (CAFR) requirements.

8.2 If requested by the Plan Sponsor, Hartford Life will provide copies of reports previously provided to the Plan Sponsor. Hartford Life reserves the right to charge a fee for such copies.

8.3 Where Allfirst Trust Company has been appointed by the Plan Sponsor as Trustee for the Plan, Hartford Life will report to the Trustee each month the total value of the assets of the Plan held. In addition, the reports described in Section 8.1 are delivered by Hartford Life to the Plan Sponsor on behalf of the Trustee.

9.0 Other Services

9.1 Hartford Life shall prepare and mail to the Plan Sponsor topical updates regarding legislative and regulatory changes affecting the Plan. The Plan Sponsor agrees and acknowledges that such updates are informational only and do not constitute tax, legal, or investment advice.

9.2 Hartford Life shall assist in the completion of enrollment forms for eligible employees who elect to participate in the Plan. Hartford Life shall provide informational and promotional material regarding the Plan for distribution to employees. The Plan Sponsor agrees to allow and facilitate the periodic distribution of such material to employees.

9.3 Hartford Life shall conduct or arrange to have conducted group presentations to explain the Plan to employees. The Plan Sponsor agrees to facilitate the scheduling of such presentations and to provide facilities at which satisfactory attendance can be expected. Hartford Life agrees that a sufficient number of qualified personnel shall be made available to discuss the Plan with individual Participants.

9.4 Hartford Life representatives shall provide, in a manner consistent with insurance and securities law, information to help each employee understand the various Investment Options approved by the Plan Sponsor.

9.5 Forms and materials required to maintain Participant and Plan level records for the Plan shall be provided at no additional cost to the Plan Sponsor.

9.6 All persons and companies authorized to offer investments under the Plan must be duly licensed by the applicable state and federal regulatory agencies. All Hartford Life personnel that have contact with employees, other than of a routine administrative nature, will have any necessary state insurance licenses and will be registered with the NASD, to the extent required by law, and will be trained, licensed, and supervised with respect to the conducting of their business activities hereunder.

9.7 Hartford Life shall assist each Participant in calculating his or her deferral limitation under applicable law, help to reconcile any account discrepancies, and provide information to explain the procedures of the Plan.

9.8 Upon request by any Participant in the Plan, a representative shall provide information about the various payout options available under the Plan, shall provide an annuity or installment payment illustration and shall help the Participant complete the necessary application and other forms in order to receive payment.

10.0 Records Management

10.1 Except as otherwise provided herein, Hartford Life shall retain all financial records and supporting documents, correspondence and other written materials pertaining to the Investment Options, the Plan and all federal and state income taxes withheld for three years following the date of termination of this Agreement, or, if later, the time prescribed by federal law, but only with respect to those items to which the law applies. Hartford Life may retain such records and documents on microfilm, microfiche, optical storage, or any other process that accurately reproduces or forms a curable medium for reproducing the original. The Plan Sponsor has the right to make duplicate copies at Plan Sponsor's expense.

10.2 If an audit of the Plan has begun, but has not been completed at the end of the three-year period, or if audit findings have not been resolved at the end of the three-year period, Hartford Life shall retain the records described in Section 10.1 until the audit findings are resolved.

10.3 If, for any reason, Hartford Life ceases operations prior to the expiration of the records retention period required by this section, all records described in Section 10.1 shall, upon request of the Plan Sponsor, be made available to the Plan Sponsor.

10.4 Upon reasonable written request and during normal business hours, Hartford Life shall allow the Plan Sponsor full and complete access to all records required to be retained by Hartford Life.

10.5 The Plan Sponsor shall have the right upon reasonable written notice, exercised directly or through its independent auditors, to examine and audit Hartford Life's records to

determine Hartford Life's compliance with the terms and conditions herein.

10.6 The Plan Sponsor acknowledges that Hartford Life is not responsible for auditing Plan Sponsor records or data for the Plan.

11.0 Amendment

11.1 The Agreement may be amended by Hartford Life by providing 60 days written notice of the amendment to the Plan Sponsor. If the Plan Sponsor does not terminate this Agreement in the manner set forth in Section 12.0, the amendment shall be deemed accepted by the Plan Sponsor upon expiration of said notice.

12.0 Termination

12.1 This Agreement may be terminated without any further liability of either party for any obligation maturing subsequent to the date of such termination, upon 60 days written notice to the other party.

12.2 Within 90 days of termination of this Agreement, Hartford Life shall deliver to the Plan Sponsor any reports required by this Agreement which have not already been provided.

12.3 This Agreement is contingent upon the existence of an Investment Arrangement. If the Investment Arrangement is discontinued, this Agreement automatically terminates as of the date the Investment Arrangement is discontinued. Discontinuance of the Investment Arrangement will not affect any obligation of Hartford Life under Section 5.0 of this Agreement to Participants who have become entitled to payments under the Investment Arrangement and the Plan prior to such discontinuance.

13.0 General Provisions

13.1 The responsibility of Hartford Life is limited to the terms of this Agreement. Nothing in this Agreement shall be construed to make Hartford Life responsible for the Plan or Plan Trust or to confer responsibilities upon Hartford Life except for those expressly provided for in this Agreement. The Plan Sponsor agrees and acknowledges that no discretionary responsibility is hereby conferred upon or assumed by Hartford Life under this Agreement. The Plan Sponsor hereby acknowledges that Hartford Life does not agree, pursuant to this Agreement or otherwise, to provide tax, legal, or investment advice.

13.2 Hartford Life shall perform its obligations hereunder as agent for the Plan Sponsor and only in accordance with instructions received from those persons authorized to act on behalf of the Plan Sponsor as specified to Hartford Life in writing.

13.3 The Plan Sponsor understands that all services performed and reports prepared pursuant to this Agreement will be based on information provided by the Plan Sponsor and that Hartford Life shall incur no liability and responsibility for the performance of such services and preparation of such reports until and unless such information as Hartford Life shall request is provided. Hartford Life shall be entitled to rely on the information submitted as to accuracy and completeness and assume no obligation or duty to verify such information. The Plan Sponsor understands that all services performed and reports prepared pursuant to this Agreement will be in satisfaction of this Agreement. Where the information provided to Hartford Life by the Plan Sponsor was incorrect, and where services previously provided, based on such incorrect information, must be performed again, Hartford Life reserves the right to charge additional fees. Hartford Life shall have no responsibility or liability for any error, inadequacy, or omission which results from inaccurate information, data documents or other records provided to Hartford Life. The performance of obligations hereunder is subject to force majeure and is excused by fires, power failures, strikes, acts of God, restrictions imposed by government, or delays beyond the control of the delayed party.

13.4 Plan Sponsor hereby agrees that Hartford Life, its officers, employees, brokers, registered representatives, vendors and professional advisors (such as attorneys, accountants and actuaries) may use and disclose Plan and Participant information only to enable or assist it in the performance of its duties hereunder and with other Plan related activities and expressly authorizes Hartford Life to disclose Plan and Participant information to the Plan's agent and/or broker of record on file with Hartford Life. Plan and Participant information may also be used or disclosed by Hartford Life to other third parties pursuant to a written authorization signed by the Plan Sponsor. Notwithstanding anything to the contrary contained herein, it is expressly understood that Hartford Life retains the right to use any and all information in its possession in connection with its defense and/or prosecution of any litigation which may arise in connection with this Agreement, the Investment Arrangement funding the Plan, or the Plan.

13.5 Where information needed to perform services under this Agreement is not received in good order, the Plan Sponsor authorizes Hartford Life to contact any employee at his or her home or business address to obtain additional information.

13.6 Hartford Life shall conduct an internal audit from time to time and shall promptly notify the Plan Sponsor of any material irregularities that would affect the operation of the Plan.

13.7 Unless otherwise agreed to in writing by the Plan Sponsor, neither Hartford Life nor its agents shall use information obtained under the Plan to directly or indirectly solicit Participants with respect to any Hartford Life product not a part of the Plan without the prior consent of the Plan Sponsor. Notwithstanding the foregoing, nothing in this Agreement shall prohibit Hartford Life from solicitations undertaken in the ordinary course of Hartford

Life's business using lists obtained from sources other than the Plan Sponsor.

13.8 The failure of the Plan Sponsor or Hartford Life at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the Plan Sponsor or Hartford Life thereafter to enforce each and every provision thereof.

13.9 Hartford Life may assign its rights and obligations under this Agreement to an affiliate or subsidiary company without the written consent of Plan Sponsor. However, any other assignment of this Agreement, or any part of it, without the written consent of the other party shall be void.

13.10 Any notices provided for herein shall be in writing and shall be delivered personally, or sent by facsimile device, express delivery or registered or certified United States mail, postage prepaid, return receipt requested and shall be deemed to have been given when received by;

a) the Plan Sponsor Contact as referenced in Section 2.1 of this Agreement and/or to such other persons at such other addresses which the Plan Sponsor has designated in writing;

b) **Hartford Life:**
Director, Service Center Operations
Retirement Plan Solutions
Hartford Life Insurance Company
P.O. Box 2999
Hartford, CT 06104-2999

13.11 Indemnification by the Plan Sponsor - The Plan Sponsor agrees to indemnify, defend and hold harmless Hartford Life, its subsidiaries, affiliates, officers, directors, employees and agents from and against any and all loss, damage or liability assessed against Hartford Life or incurred by Hartford Life arising out of or in connection with any claim, action or suit brought or asserted against Hartford Life alleging or involving the Plan Sponsor's negligence or willful misconduct in the performance (or non-performance) of its services, duties and obligations under this Agreement and/or the Plan; provided that (i) Hartford Life has notified the Plan Sponsor promptly and in writing of the claim, action or suit; (ii) the Plan Sponsor has the right to assume the defense of such claim, action or suit with counsel selected by the Plan Sponsor and to compromise or settle such action, suit or claim (provided however, that any such compromise or settlement shall not require action or non-action by Hartford Life without its prior written consent, which shall not be unreasonably withheld); and (iii) the Plan Sponsor receives Hartford Life's cooperation, at the Plan Sponsor's sole cost, in such defense. The provisions of this Section shall survive any termination of this Agreement.

Indemnification by Hartford Life - Hartford Life agrees to indemnify, defend and hold harmless the Plan Sponsor, its

officers, directors, employees and agents from and against loss, damage or liability assessed against the Plan Sponsor or incurred by the Plan Sponsor arising out of or in connection with any claim, action or suit brought or asserted against the Plan Sponsor alleging or involving Hartford Life's negligence or willful misconduct in the performance (or non-performance) of its services, duties and obligations under this Agreement; provided that (i) the Plan Sponsor has notified Hartford Life promptly and in writing of the claim, action or suit; (ii) Hartford Life has the right to assume the defense of such claim, action or suit with counsel selected by Hartford Life and to compromise or settle such action, suit or claim (provided however, that any such compromise or settlement shall not require action or non-action by the Plan Sponsor without its prior written consent, which shall not be unreasonably withheld); and (iii) Hartford Life receives the Plan Sponsor's cooperation, at Hartford Life's sole cost, in such defense. The provisions of this Section shall survive any termination of this Agreement.

13.12 Notwithstanding anything to the contrary contained herein, neither party nor their affiliates shall be liable for indirect, special or consequential damages. The Plan Sponsor understands and agrees, on behalf of itself and each Participant, that it is the Plan Sponsor's and Participants' duty to verify the accuracy of the reports provided to them pursuant to Sections 7 and 8 herein and to notify Hartford Life of any errors at our administrative offices within thirty (30) days of their receipt of such reports. All such reports shall be binding on the recipients if not objected to within such thirty (30) day time period. Nothing in this Section shall prevent Hartford Life from correcting errors discovered beyond this timeframe in accordance with its uniformly applied administrative procedures in existence at the time such error is discovered. The provisions of this section shall survive any termination of this Agreement.

13.13 The laws of the state in which the Employer is domiciled shall govern the rights and obligations of the parties under this Agreement.

13.14 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent such provision is prohibited or unenforceable without invalidating the remaining provisions, and any such prohibition or unenforceable provision in any jurisdiction shall not invalidate nor render unenforceable such provision in any other jurisdiction.

13.15 Both the Plan Sponsor and Hartford Life agree to comply in all material respects with all applicable federal, state, and local laws and regulations as it affects the Plan and its operation. Nothing contained herein shall be construed to prohibit either party from performing any act or not performing any act as either may be required by statute, court, or other authority having jurisdiction thereof.

13.16 Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument.

13.17 This Agreement and any written appendices, amendments and addenda hereto embody the entire Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to this Agreement.

13.18 This Agreement shall be effective immediately upon execution by both parties and shall remain in force until terminated by either party as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed.

For the Plan Sponsor

By: _____ Date: _____

Name: _____ Title: _____

For Hartford Life Insurance Company:

By: _____ Date: _____

Debra DeNovellis, Assistant Vice-President
Investment Products Division



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

24

CHARLES J. VOLPE, JR., CPPB
PURCHASING AGENT

(203) 797-4571 PHONE
(203) 796-1527 FAX
c.volpe@ci.danbury.ct.us

Memo

To: Mayor Mark Boughton and Members of the Common Council
From: Charles J. Volpe, Jr., Purchasing Agent 
CC: Dena Diorio, Director of Finance and Peter Siecienski, Fire Chief
Date: 08/27/02
Re: Waiver of Bid for Purchase of Fire Pumper

I have received a memo from Fire Chief, Peter Siecienski (copy attached) explaining that the Fire Department would like to lease/purchase a new Pierce Saber Pumper. The acquisition is somewhat urgent due to the rapidly deteriorating condition of the existing unit. It is my understanding that the Fire Department will retain the existing unit as a spare.

The Fire Department has standardized on apparatus manufactured by Pierce. The accompanying memo details the reasons for the standardization.

Firematic, the only authorized Pierce distributor for the Connecticut area, has submitted a proposal to furnish one (1) 2003 Pierce Saber Pumped, fully equipped, at a purchase price of \$284,257.00. We are presently in the process of evaluating lease/purchase options based upon the proposed purchase price. The proposed purchase price is comparable to similar units recently awarded throughout the State.

Pursuant to section 2-146 (a), the Common Council may waive the formal bidding procedures if it is in the best interest of the City to do so. I respectfully request, therefore, that the Common Council grant a waiver of bid so that we may enter into an agreement to lease/purchase Pierce Saber Pumper.

Thank you for your consideration of this request.

CITY OF DANBURY

FIRE DEPARTMENT

19 NEW STREET

DANBURY, CONNECTICUT 06810

Peter Siecienski
Fire Chief

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

TO: Charles Volpe
Purchasing Agent

FROM: Peter J. Siecienski
Fire Chief

RE: Waiver of Bid for Lease on Fire Apparatus

DATE: 8/23/02

Cc: Mark D. Boughton, Mayor
Dena Diorio, Director of Finance

Dear Chick,

Over the past several months we have been working to secure a lease option to purchase the new fire apparatus pumper as approved in the 2002/2003 budget. Central to the success of this endeavor are many key issues.

1. The ability to place financial payments into the 2002/2003-budget year as approved earlier this year. Funds are allocated in Line item 2010.5330 "Leased Equipment".
2. Expediting the delivery of this 2003 Pierce Pumper in the early fall of 2002.

The choice of Pierce Manufacturing through their representative Firematic is consistent with the Department's previous 7 apparatus purchases. This lease/purchase will continue the department's efforts to standardize our fleet which began 12 years ago. This standardization has resulted in a high level of service and responsiveness by Pierce.

The purchase price is competitive as analyzed by other bids awarded to Pierce throughout the State. Additional cost savings have been achieved due to a reduction of inventory

parts and maintenance proficiency. Training costs have decreased as the operational efficiency has increased due to the familiarity of the Pierce design.

The total purchase price of the Pierce Saber Pumper and related equipment is \$284,257.00. Funds have been allocated for the first year's \$34,499.67 payment as "annual in advance". The funds allocated and the Pierce pumper specified are consistent with the presentation to the public safety committee of the common council for this current budget year.

I respectfully request that you ask the Common Council to issue a waiver of bid so that we may enter the lease/purchase agreement and purchase the Pierce Saber pumper. Thank you for your consideration of this request.



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

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

M E M O R A N D U M

TO: Hon. Mark D. Boughton via the Common Council
FROM: Dena Diorio, Director of Finance
DATE: August 22, 2002
RE: **FIRE DEPARTMENT PUMPER**
CC: Pete Siecienski

CERTIFICATION

I hereby certify the availability of \$34,499.67 in the Fire Department's budget line item, "Leased Equipment", Account 2010.5330 for the annual advance of the Lease/Purchase Agreement for the Pierce Saber Pumper.

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

Dena Diorio

DD/jgb



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

Re: 2003 Pierce Saber Pumper truck/Lease Purchase Agreement #5837

Amount to be financed: \$344,315.60

WHEREAS, the City of Danbury is a political subdivision of the State of Connecticut and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the City of Danbury Common Council is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the City of Danbury.

WHEREAS, the City of Danbury Common Council hereby finds and determines that the execution of one or more lease purchase agreements ("Equipment Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Equipment Leases is appropriate and necessary to the functions and operations of the City of Danbury Fire Department.

WHEREAS, Municipal Services Group, Inc. ("Lessor") shall act as Lessor under said Equipment Leases.

NOW, THEREFORE, be it resolved that:

Section 1. Mark D. Boughton as Mayor is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Common Council, which document is available for public inspection at the office of the City Clerk. Mayor Mark D. Boughton is further authorized to negotiate, enter into, execute and deliver such other documents relating to the Equipment Lease as necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

Section 2. By a written instrument signed by Mayor Mark D. Boughton, said Mayor may designate specifically identified officers or employees of the City of Danbury to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the City of Danbury.

Section 3. The aggregate original principal amount of the Equipment Leases shall not exceed the amount stated above and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the City of Danbury and set forth herein.

Section 4. The City of Danbury's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Common Council as set forth in each Equipment Lease and the obligations of the City of Danbury under the Equipment Leases shall not constitute a general obligation of the City of Danbury or indebtedness under the Constitution or laws of the State.

Section 5. This resolution shall take effect immediately upon its adoption and approval.



Municipal
Services
Group, Inc.

1525 S. Kipling Parkway, Suite 300 Littleton, CO 80127 1-800-530-3100 Fax 303-933-9991

Lease Purchase Agreement

LESSEE: City of Danbury
AGREEMENT #S837

This Agreement is a binding contract between Municipal Services Group, Inc. (MSG) and the lessee (you).

- 1. The Agreement.** In executing this Agreement, you agree to rent the equipment described in Exhibit B (the Equipment). Exhibit B also sets forth the terms of the Agreement, including the commencement (or "Dated") date, which is the date when the term begins and your obligation to pay rent accrues. Rental payments should be paid to MSG as instructed, and must be paid only out of legally available funds. A portion of each rental payment represents interest, as shown on Exhibit B, and Exhibit B reflects an interest rate included in the rental payments. In order to maintain that interest rate, you must comply with the tax covenants described below and file informational federal tax Form 8038 G or, if applicable, Form 8038 GC. If not, each rental payment will be increased to compensate for the loss of the tax exemption status which was assumed in the initial interest rate. This form is included as a Supplement to the Agreement and will be filed by MSG. These are informational returns only and will not require you to pay a tax. This Agreement will automatically be renewed for each renewal term, unless it is terminated because of Section 11.
- 2. The Obligation to Make Payments.** The initial term of the Agreement terminates on the last day of your then current fiscal year, and the term will automatically be renewed at the end of the initial term or any renewal term for an additional one year unless you fail to appropriate sufficient funds for the rental payments due in the next occurring term. Your obligation to make rental payments shall be absolute and unconditional in all events, except in the event of non-appropriation. You agree to do everything lawfully within your power to obtain the appropriation of funds for making rental payments under this Agreement, including, for example, providing for rental payments in each budget submitted for approval, recommending the approval of that portion of the budget, and exhausting all legal remedies available if that portion of the budget is not approved. If the funds sufficient to pay rent for any rental term are not appropriated, you must give MSG prompt notice, and MSG may terminate this Agreement. Termination will be effective at the end of the last rental term for which the rent has been paid. You represent that your obligations under this Agreement will not violate any limitation on your creation of indebtedness under the laws of your state.
- 3. The Equipment.** You agree and acknowledge that (i) you have selected the Equipment to be acquired by MSG and rented to you, (ii) the Equipment is, and during the period of this Agreement shall remain, personal property, (iii) the Equipment will have a useful life in your hands that is substantially in excess of the initial term and all renewal terms of this Agreement, and (iv) you do not intend to sell, or otherwise dispose of, the Equipment during the term of the Agreement. You may contact the seller of the Equipment directly, as MSG's agent, to effect the acquisition of the Equipment. When you accept the Equipment, you must deliver to MSG an Acceptance Certificate in the form of attached Exhibit D. MSG may establish an escrow account into which it will deposit sufficient funds to acquire the Equipment.
- 4. Security Interest and Title of the Equipment.** During this Agreement, you will have title to the Equipment, unless you default. You grant to MSG a first lien security interest in the Equipment and anything you attach to the Equipment, and all proceeds, including insurance proceeds. You agree to sign all documents and pay all fees required to perfect, preserve, or maintain MSG's security interest. After you have paid to MSG all amounts due hereunder, MSG's security interest in the Equipment will be released, and you will have full title to the Equipment.
- 5. Option to Purchase at any Time.** You may elect to purchase for cash all (and only all) of the Equipment at any time by paying the applicable purchase price plus accrued interest, if applicable, as shown in Exhibit B.
- 6. Responsibilities for Repair and Maintenance.** You agree to maintain the Equipment in good condition and make all necessary repairs and replacements at your expense. You agree to maintain a maintenance log for the Equipment and permit MSG to inspect the Equipment and the log(s). You must have the Equipment serviced and repaired at your expense when servicing or repair is required within intervals not exceeding 125% of those recommended in the owner's manual(s).
- 7. Tax Covenants.** You will not make or direct any use of the proceeds of the obligation provided herein or any other funds which will cause such obligation to be an "arbitrage bond" within the meaning of Section 148 of the federal tax code (the "Code"), to be "federally guaranteed" within the meaning of Section 149 of the Code, or to be a "private activity bond" within the meaning of Section 141(a) of the Code. To that end, so long as any rental payments are unpaid, you, with respect to such proceeds and that such requirements are, at the time, applicable and in effect. Furthermore, to the extent applicable pursuant to Section 148(f) of the Code, you covenant to complete or cause to be completed all reporting requirements and rebate all positive arbitrage to the United States of America. You covenant that the Equipment will be used only for the purpose of performing one or more of your governmental or proprietary functions, and the Equipment will not be used in a trade or business of any person or entity other than you on a basis different from the general public. You will not use or permit the use of the Equipment by any person for a "private business use" within the meaning of Section 141(b) of the Code in such manner or to such extent as would result in the inclusion of interest received hereunder in gross income for federal income tax purposes under Section 103 of the Code.

The parties will cooperate in performing all acts and things legally required or desirable in order to assure that the interest component of the rental payments will not be included in the gross income of MSG or its assigns for federal income tax purposes.

- 8. Your Risk of Loss or Damage.** Upon receipt of the Equipment, you agree to bear all risk of loss, damage, destruction or theft. You must maintain insurance of the types and in at least the amounts shown on Exhibit C, directing your insurance company to give MSG a certificate showing MSG as lender loss payee and an additional named insured. If you do not maintain the required insurance, MSG may obtain it and charge you for it. You must give MSG prompt notice of (1) the loss, theft, or destruction of any part of the Equipment, (2) any damage to the Equipment exceeding \$500, or (3) any claim arising out of the ownership, maintenance, storage or use of the Equipment. The parties will cooperate in deciding if insurance proceeds will be applied to the repair of the Equipment or to its purchase price. If MSG receives insurance proceeds exceeding the amount of the purchase price shown on Exhibit B, plus interest, or the amount required to complete the work, MSG will forward the excess proceeds to you.

EXHIBIT A

RESOLUTION OF GOVERNING BODY

EXTRACT OF MINUTES

LESSEE: City of Danbury

At a duly called meeting of the governing body of Lessee held on the _____ day of _____, _____, the following resolution was introduced and adopted.

RESOLVED, whereas the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease Purchase Agreement No. S837 (the "Agreement") presented to this meeting; and

WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment,

WHEREAS, the governing body hereby directs its legal counsel to review the Agreement and negotiate appropriate modifications to said Agreement so as to assure compliance with state law and local statutory law, prior to execution of the Agreement by that person so authorized by the governing body for such purpose,

BE IT RESOLVED, by the governing body of Lessee that:

Finding: Authorized Officers. The terms of said Agreement are in the best interests of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following person to execute and deliver the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement.

RESOLVED, the acquisition of the Equipment, under the terms and conditions provided for in the Agreement, is necessary, convenient, in the furtherance of, and will at all times be used in connection with, the Lessee's governmental and proprietary purposes and functions and are in the best interests of the Lessee, and no portion of the Equipment will be used directly or indirectly in any trade or business carried on by any person other than a governmental unit of the State on a basis different from the general public.

RESOLVED, the Lessee covenants that it will perform all acts within its power which are or may be necessary to insure the maintenance of its legal status as being a duly organized and existing entity under the laws of the State, which status is the basis for the interest portion of the rental payments coming due under the Agreement to at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.

Signature of Party to Sign Lease Purchase Agreement and Exhibits

Title

Signature of Party to Sign Acceptance Certificate

Title

Full Force and Effect. The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Agreement is the same as presented at said meeting of the governing body of Lessee.

Board Secretary/Clerk

EXHIBIT B

TERMS

1. The Equipment which is the subject of the Lease Purchase Agreement is:

One (1) New 2003 Saber Pumper Truck

2. Fixed Interest Rate: 4.54%

Provided all documents have been returned in a form acceptable to MSG within thirty days of the Dated Date (the "Period"), the fixed interest rate will remain in effect during the Period. If all documents have not been returned within the Period, MSG reserves the right to adjust and determine a new fixed interest rate.

Dated Date: September 1, 2002

PMT #	PAYMENT DATE	PAYMENT	PRINCIPAL PORTION	INTEREST PORTION	PURCHASE PRICE
1	Upon Delivery	34,431.56	34,431.56	0.00	256,010.07
2	1 - Sep-03	34,431.56	23,089.50	11,342.07	231,818.91
3	1 - Sep-04	34,431.56	24,137.75	10,293.81	206,660.11
4	1 - Sep-05	34,431.56	25,233.60	9,197.96	180,494.95
5	1 - Sep-06	34,431.56	26,379.21	8,052.35	153,283.19
6	1 - Sep-07	34,431.56	27,576.82	6,854.74	124,982.96
7	1 - Sep-08	34,431.56	28,828.81	5,602.75	95,550.72
8	1 - Sep-09	34,431.56	30,137.64	4,293.92	64,941.19
9	1 - Sep-10	34,431.56	31,505.89	2,925.67	33,107.28
10	1 - Sep-11	34,431.56	32,936.23	1,495.33	0.00
TOTAL		344,315.60	284,257.00	60,058.60	

3. The physical address where the Equipment will be stored or housed will be:

4. Address of the Lessee, for notification purposes, is:

5. Address of Municipal Services Group, Inc., for notification purposes, is:

5125 South Kipling Parkway, #300
Littleton, Colorado 80127

LESSEE: City of Danbury

By: _____

Title: _____

EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

1. In accordance with Section 8 of the Lease Purchase Agreement, we have instructed the insurance agent named below (please fill in name, address, contact person, telephone and facsimile numbers)

to issue:

a. All Risk Physical Damage Insurance on the leased Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form **Lender Loss Payable Clause naming Lessor "and/or its assigns" as Lender Loss Payee.**

b. Public Liability Insurance evidence by a Certificate of Insurance **naming "Lessor and/or its assigns" as an Additional Insured.**

Minimum Coverage Required:
\$500,000.00 per person
\$500,000.00 aggregate bodily injury liability
\$300,000.00 property damage liability

OR

2. We are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

3. Proof of insurance coverage will be provided to MSG prior to the time that the Equipment or Unit thereof is delivered to us.

LESSEE: City of Danbury

By: _____

Title: _____

EXHIBIT D

ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Lease Purchase Agreement (the "Agreement") numbered S837 with Municipal Services Group, Inc., acknowledges receipt in good condition of the Equipment described in the Agreement this _____ day of _____ and certifies that MSG has fully and satisfactorily performed all of its covenants and obligations required under the Agreement.

Lessee confirms that it will commence payments in accordance with the terms of the Agreement.

The undersigned officer of the Lessee hereby reaffirms in all respects the provisions relating to arbitrage contained in the Agreement, and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the date on which they were made, and are reasonable as of this date, and that there were, and are as of this date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE: City of Danbury

By: _____

Title: _____

Information Return for Tax-Exempt Governmental Obligations

Under Internal Revenue Code section 149(e)

See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority

If Amended Return, check here

2 Issuer's employer identification number

1 Issuer's name
City of Danbury

3 Number and street (or P.O. box if mail is not delivered to street address)
155 Deer Hill Ave

Room/suite

4 Report number
3

5 City, town, or post office, state, and ZIP code
Danbury, CT 06810

6 Date of issue

7 Name of issue
Lease Purchase Agreement #S837

8 CUSIP number
None

9 Name and title of officer or legal representative whom the IRS may call for more information
Chick Volpe

10 Telephone number of officer or legal representative
(203) 797-4571

Part II Type of Issue (check applicable box(es) and enter the issue price). See instructions and attach schedule

- 11 Education
- 12 Health and hospital
- 13 Transportation
- 14 Public safety
- 15 Environment (including sewage bonds)
- 16 Housing
- 17 Utilities
- 18 Other. Describe

11	
12	
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15	
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18	

19 If obligations are TANs or RANs, check box If obligations are BANs, check box

20 If obligations are in the form of a lease or instalment sale, check box

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
	\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			
23	Issue price of entire issue (enter amount from line 21, column (b))			
24	Proceeds used for bond issuance costs (including underwriters' discount)			
25	Proceeds used for credit enhancement			
26	Proceeds allocated to reasonably required reserve or replacement fund			
27	Proceeds used to currently refund prior issues			
28	Proceeds used to advance refund prior issues			
29	Total (add lines 24 through 28)			
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)

31	Enter the remaining weighted average maturity of the bonds to be currently refunded	N/A	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	N/A	years
33	Enter the last date on which the refunded bonds will be called	N/A	
34	Enter the date(s) the refunded bonds were issued	N/A	

Part VI Miscellaneous

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)
- b Enter the final maturity date of the guaranteed investment contract
- 37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units
- b If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the name of the issuer
- 38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(iii) (small issuer exception), check box
- 39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box
- 40 If the issuer has identified a hedge, check box

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Sign Here

Signature of issuer's authorized representative

Date

Type or print name and title



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

Re: 2003 Pierce Saber Pumper truck/Lease Purchase Agreement #5837

Amount to be financed: \$344,315.60

WHEREAS, the City of Danbury is a political subdivision of the State of Connecticut and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the City of Danbury Common Council is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the City of Danbury.

WHEREAS, the City of Danbury Common Council hereby finds and determines that the execution of one or more lease purchase agreements ("Equipment Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Equipment Leases is appropriate and necessary to the functions and operations of the City of Danbury Fire Department.

WHEREAS, Municipal Services Group, Inc. ("Lessor") shall act as Lessor under said Equipment Leases.

NOW, THEREFORE, be it resolved that:

Section 1. Mark D. Boughton as Mayor is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Common Council, which document is available for public inspection at the office of the City Clerk. Mayor Mark D. Boughton is further authorized to negotiate, enter into, execute and deliver such other documents relating to the Equipment Lease as necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

Section 2. By a written instrument signed by Mayor Mark D. Boughton, said Mayor may designate specifically identified officers or employees of the City of Danbury to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the City of Danbury.

Section 3. The aggregate original principal amount of the Equipment Leases shall not exceed the amount stated above and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the City of Danbury and set forth herein.

Section 4. The City of Danbury's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Common Council as set forth in each Equipment Lease and the obligations of the City of Danbury under the Equipment Leases shall not constitute a general obligation of the City of Danbury or indebtedness under the Constitution or laws of the State.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

25

Manuel Machado, Jr.
Chestnut Trail - c/o D. Couillard
Danbury, Connecticut 06811
(203) 746-1363

August 26, 2002

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

Re: Proposal; Road Maintenance; Marjorie Manor

Dear Honorable Members of the Council:

Please consider this writing as a resubmitted proposal (prior proposal dated Aug 31, 2001) regarding road maintenance for Marjorie Manor. Over the past two (2) years road maintenance was undertaken through the efforts of just a few of the residents. It has come to my attention that the original property owners are very few today, which has resulted in the lack of adequate road maintenance in this private community. The new property owners are either unaware or indifferent to their responsibility for road maintenance; and, the majority of the residents now consider road maintenance the responsibility of city government.

The thrust of this proposal is based upon denials of reverse mortgages for one of the residents in Marjorie Manor, on more than one occasion. The denials were based solely upon the fact that no road maintenance agreement is on file with the city; and, as a matter of fact..., no association for Marjorie Manor is on file with the city. This became apparent during the mortgage process. Needless to say..., the mortgage denials have put a strain upon this particular resident and will surely place other seniors in the same predicament. Further..., there are residents of this area requiring accessibility grants and/or loans for their property...; availability of this assistance is now in question, for the same reasons as the reverse mortgages. Both are federally funded or guaranteed programs and will, undoubtedly, have similar requirements. In order to resolve this problem of reverse mortgages and accessibility grants and/or loans we must entertain a marriage (as-it-were) of Marjorie Manor and the City, with the community maintaining its autonomy and the City having appropriate funding for maintaining the roads.

In order to properly maintain the subject roads a discussion was had with a number of residents and we have agreed upon a means to resolve the issue, in the best interest of the parties in interest. This, however will require approval from the Council, as follows:

- 1) Residents wish to maintain the private community status without dedicating the roads to the city.

Road dedication would significantly reduce property size, and frontages, for a number of homes due to existing minimum requirements. The residents are not in favor of losing property.

Page -2-

August 26, 2002

Honorable Members of the Common Council

Re: Proposal; Road Maintenance; Marjorie Manor

2) Residents wish to have the roads repaired, paved and maintained by the city, without altering their existing width, unless absolutely necessary.

Request paving be completed over a three year period, but not exceed five years from the effective date of approval; in the interim the city would provide and apply the necessary process material where necessary. A lesser grade of paving material would be appropriate for the community due to minimum traffic, as the community will remain private.

3) Residents will consider a special ordinance authorizing road maintenance, with an appropriate tax levy upon their property to cover the related cost.

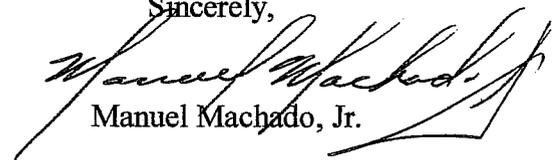
Considering the number of property owners in this community, the cost associated with this proposal should not exceed \$125.00 per annum per home site.

The Council may consider this proposal as a "Pilot Program," where if successful it could be applied to other similar communities.

We believe this request is the best means to remedy the road problems in this community. If this request is granted, and a special ordinance promulgated, the road improvements over the next three years or so would greatly enhance property values and allow senior citizens to obtain reverse mortgages and accessibility grants and/or loans. Without this "Pilot Program" we expect further denials for senior assistance will become the norm; and such denials may expand in the near future to include mortgage financing, if the roads are not properly maintained.

We are hopeful the Honorable Council Members will understand the needs of the citizens of Marjorie Manor, and act in accordance with this request. If I may be of further assistance, please feel free to contact me at your convenience.

Sincerely,



Manuel Machado, Jr.

Cc: Paul McAllister, Councilman
Mr. Donald Couillard



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CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

REDEVELOPMENT AGENCY

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

August 27, 2002

To: Mayor Mark D. Boughton
Members of Common Council
City of Danbury Planning Commission

From: Dennis I. Elpern, Executive Director
Danbury Redevelopment Agency

Re: Main Street North Redevelopment Plan - Draft

Pursuant to §8-127 of the Connecticut General Statutes, the RDA is forwarding to Common Council a draft copy of the Main Street North Redevelopment Plan for your review and approval and for authorization to acquire properties included in the Plan.

Concurrently, the RDA is requesting review and comment by the Planning Commission at their September 18, 2002 meeting.

The Redevelopment Plan proposes affordable housing development on eight properties located along Main Street from East Franklin Street to the Laurel Gardens housing project.

The Plan addresses the following issues:

1. Existing Conditions
2. Housing and Relocation Factors
3. Planning Considerations
4. Program Statement
5. Conceptual Design
6. Plan Adoption and Implementation

Please note that 369-371 Main Street was destroyed by fire last month.

The Plan complies with the City's Plan of Conservation and Development. When coupled with the streetscape improvements planned for Main Street, it is our hope that the redevelopment of these properties will greatly improve and revitalize this gateway to Danbury.

The RDA would like to hold a public hearing on the proposed plan by November 2002 and looks forward to receiving Common Council comments by then. Thank you for your consideration.

c: Eric Gottschalk
Michael McLachlan

DRAFT



CITY OF DANBURY

MAIN STREET NORTH REDEVELOPMENT PLAN

The *Main Street North Redevelopment Plan* consists of an area containing eight properties located on approximately 1.9 acres of land along Main Street extending from E. Franklin Street to the Laurel Gardens housing development operated by the Danbury Housing Authority. The Executive Director of the Danbury Redevelopment Agency was authorized at the May 27, 1999 meeting of the Redevelopment Agency to proceed with the preparation of a redevelopment plan for these properties. The redevelopment area has been found by the RDA to contain structures in a deteriorating and substandard condition that should be cleared and redeveloped in a fashion more suitable for the current needs of the City.

The redevelopment area falls within the larger Main Street North Revitalization Area extending from Crosby Street to North Street and targeted for transportation, land redevelopment and other improvements (see Planning Considerations below).

EXISTING CONDITIONS

The eight parcels all front on Main Street, a four lane arterial road that serves as the historic center and transportation spine of Danbury. East Franklin Street borders the properties to the south and provides eastbound one-way travel. Abutting properties include the Laurel Gardens housing development to the north and several industrial uses to the east, one of which is now closed.

The following list of all properties within the redevelopment area includes their addresses, tax parcel numbers, and current land uses, although occupancy rates may vary over time.

1. 359-361 Main Street (# H13307)
2 occupied retail stores; 2 occupied apartments
2. 361½ Main Street (#H13259)
Restaurant
3. 363 Main Street (#H13308)
Occupied retail store; 1 occupied apartment
4. 365-367 Main Street (#H13309)
Vacant retail store; 7 vacant apartments

5. 369-371 Main Street (#H13310)
Vacant lot.
6. 373 Main Street (#H13311)
Vacant lot.
7. 375 Main Street (#H13312)
6 apartments (two vacant, 4 occupied)
8. 377 Main Street (#H13313)
3 occupied apartments

In summary, the latest indications are that the eight parcels contain three occupied retail establishments and a restaurant, one vacant retail establishment, ten occupied apartments, and nine vacant apartments. Continued deterioration of these buildings has been observed by the Department of Health and Housing, leading to their conclusion that the buildings are in a dilapidated condition and exert a blighting influence on the surrounding area.

HOUSING & RELOCATION FACTORS

Persons displaced as the result of demolition and redevelopment would be covered by the Uniform Relocation Assistance Act (C.G.S. § 8-266 et seq.) and entitled to its benefits and those of the City of Danbury's Relocation Plan.

The neighborhoods immediately adjacent to the proposed redevelopment area contain a large supply of affordable housing, though demand is high and vacancy rates are low. The Department of Health and Housing reports that extensive numbers of privately owned rental apartments are located in the Maple-Balmforth-Osborne neighborhood. This area contains housing of a similar nature, though in generally better condition than the redevelopment site. The neighborhood also serves the same low-moderate income population as that of the potentially displaced occupants. The incomes and rental costs involved are believed to fall within the range of the surrounding neighborhood as well as Census tract 2101 that contained 60% low-moderate income persons in the 1990 Census. The contiguous Census tract 2102 includes the Maple-Balmforth-Osborne neighborhood and had a low-moderate income concentration of 47% in 1990.

PLANNING CONSIDERATIONS

Several revitalization areas were proposed in the Plan of Conservation and Development adopted by the Danbury Planning Commission in 2002, including the revitalization area from Crosby to North Streets. The planning studies upon which the Plan was based found that

Overall, however, this stretch of road presents a disjointed image that contrasts unfavorably with much of Main Street to the south. Negative features include: (1) the discontinuous row of street trees, (2) the lack of designated on-street parking lanes and the interruption of all four lanes for vehicular traffic, (3) areas with deteriorating curbs and sidewalks, (4) buildings in poor condition, especially north of E. Franklin Street and between Robinson Avenue and Knapps Lane, (5) safety and congestion problems at the Franklin Street/Garamella Boulevard intersection, and (6) unsightly overhead utility lines. [Emphasis added.]

The Plan specifically recommended that the City should "encourage high density housing in the Main Street corridor..." to provide needed housing in suitable locations and to support downtown commerce and activity.

A significant upgrading of north Main Street was included in the 1998 Main Street North Revitalization Plan, a plan approved for funding under the TEA-21 federal program. Major improvements are to include new sidewalks and curbs, street trees, pedestrian and landscape enhancements at the intersection of Main Street with Franklin Street and Garamella Boulevard, and some additional on-street parking. Other aspects of the Revitalization Plan not eligible for TEA-21 funding included efforts to reduce visual clutter and unsightly signs and the targeting of several areas for redevelopment. Those areas included the properties found within this *Main Street North Redevelopment Plan*.

The Plan of Conservation and Development proposed a mix of residential and limited commercial development for the general area north of Garamella Boulevard. However, the proximity of the eight subject properties to Laurel Gardens and Hatters Yard suggests that affordable housing may be the most compatible land use in the redevelopment area.

The proposed redevelopment of the site is consistent with the City's HUD approved Consolidated Plan that calls for the improvement of central city neighborhoods and the upgrading of housing units affordable to low and moderate income persons. While any inconvenience to the occupants to be displaced is regrettable, it is believed that the proposal will be of benefit to them because they will be given the opportunity to move to better housing at affordable cost. Moreover, redevelopment of the area promises a dramatic increase in the number of suitable and safe affordable housing units.

PROGRAM STATEMENT

Main Street Support.

The redevelopment area should be developed in a manner that will support and enhance Main Street and provide needed housing opportunities. It should not be designed in a self-contained manner but should relate well to the street and should build upon the positive development patterns of the street.

Building Scale and Character.

1. **Height.** Proposed buildings should not be significantly higher or lower than the buildings directly adjacent to them. The established horizontal lines of facades on the block, created by elevation features and rooflines, should be respected.
2. **Setbacks.** The front setback should be no greater than setbacks typical for the immediate area. New construction should assure reasonable continuity of the prevailing streetwall.
3. **Materials.** Façade materials should be similar to those established in the adjacent area. Proposed buildings should be of permanent materials requiring low or no maintenance (i.e., brick, cut stone, masonry, or precast concrete).
4. **Color.** Colors on building exteriors should be muted. The overall color scheme of the area is a feature that can be used to visually link buildings with one another.

Motor Vehicle Access.

A major consideration of the redevelopment area is the limitation of motor vehicle access. The one-way street pattern on East Franklin Street limits but does not prevent access. Driveways must be carefully located to maximize access and avoid safety and congestion problems.

Zoning and Parking.

The Central Business District (C-CBD) zoning district allows for a wide variety of land uses, including apartments and townhouses as special exception uses. There are no required setbacks and permitted building coverage is 100%. The maximum building height is 75 feet. Dwelling units have minimum floor areas ranging from 300 sq. ft. for efficiencies to 750 sq. ft. for 3 bedroom units.

Parking requirements for apartments and townhouses are 2 per dwelling unit plus one per 2 resident employees, except in the case of efficiency units for which only one space is required, and except in the case of one bedroom apartments, for which only 1½ spaces are required. Elderly housing has the same requirement, except that the parking requirement for *publicly sponsored "limited income" housing for the elderly* is reduced to one parking space per two dwelling units, plus one per employee.

Utilities.

The redevelopment area has access to municipal sewer and water service.

Architectural Guidelines.

1. Buildings should be massed tight to Main Street to create a strong frontage.
2. The corner of Main Street and E. Franklin Street should be accented.
3. Façades for apartment or townhouse development should be articulated in and out and in the roofline to create a residential scale.
4. Vehicular access should be provided from Main Street and E. Franklin Street.
5. Parking should be placed to the rear of the property wherever possible.

Safety.

Basic principles of the Department of Justice's Crime Prevention Through Environmental Design program should be respected and common errors avoided such as unsafe placement of back doors or rear entries, inadequate lighting, unobservable areas, inadequate fencing, and the unintended use of a space as a short cut. Design principles include the following:

1. separate and clearly mark pedestrian and vehicular routes;
2. separate areas for public, semi-private, and private use, including site layout and elements (e.g. shrubs and fences) that clearly designate the intended use of the space and insure visibility;
3. enhance surveillance by providing a clear relationship between a building and a plaza or play area, use of video cameras, call boxes, and window orientation towards pedestrian and parking areas, and a mix of activities that put "eyes on the street" or open areas;
4. incorporate a judicious selection and placement of site elements, physical features, and activities, including the type of plant material, placement of site amenities, lighting over a broad, horizontal area at a moderate level, benches, signs, fences and gates, signs, and pavement treatment;
5. create open sightlines into and across the site; and,
6. avoid concealed places.

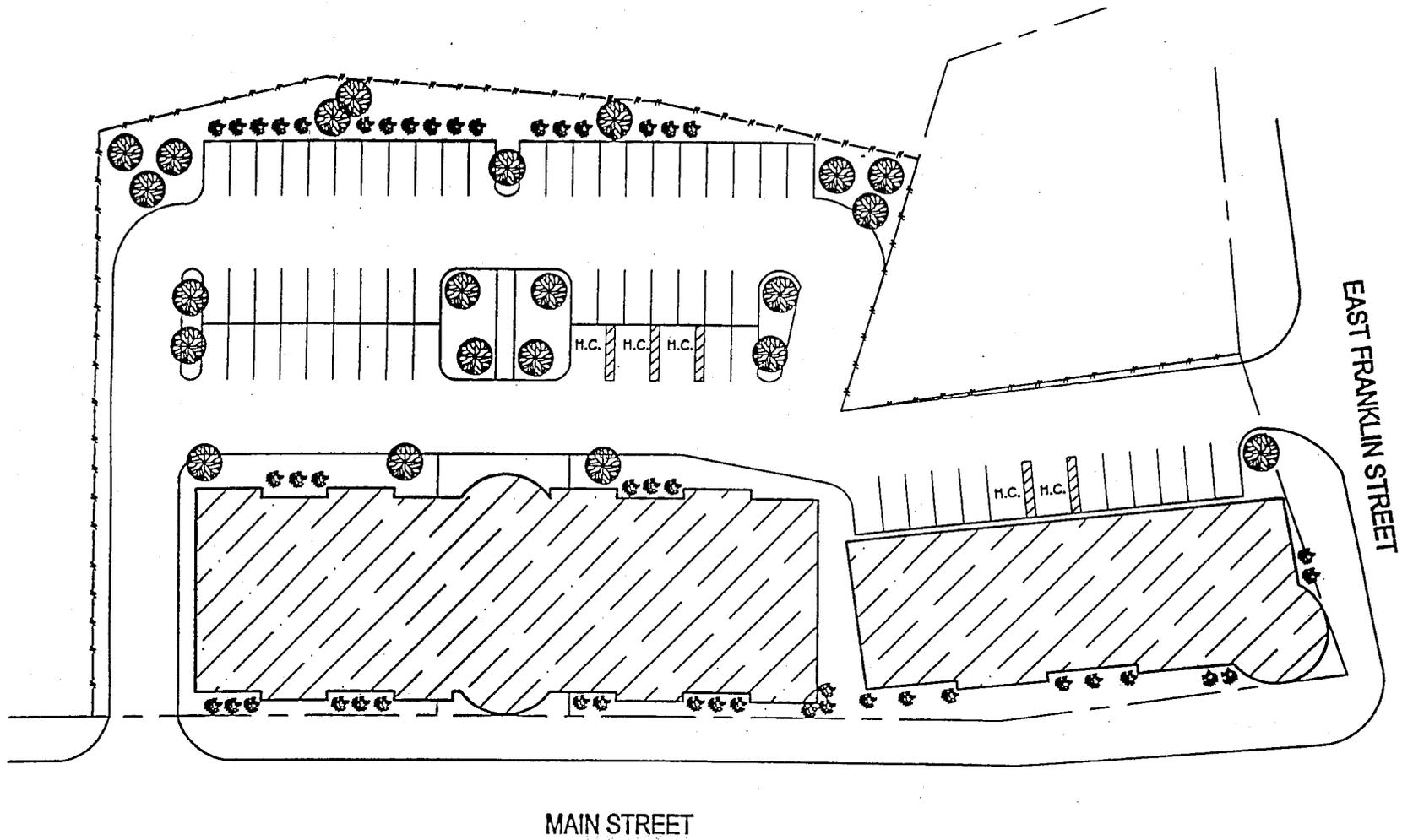
CONCEPTUAL DESIGN

The City is seeking proposals for affordable housing development on this site, recognizing the potential need for public assistance through clearance activity and possible state financial assistance. The demand for such housing at affordable costs suggests that high density housing would provide the most efficient and economical use of the property. The major limitation to development of the site is the need to provide the requisite amount of on-site parking.

The following conceptual design indicates one possible plan for the redevelopment area: publicly sponsored limited income elderly housing units on the site that takes into account design aspects of the program statement presented above. It is not the intent of the Agency in presenting the conceptual design to require strict compliance by a potential redeveloper in use or design. ★

MAIN STREET NORTH REDEVELOPMENT PLAN

Conceptual Design



PLAN ADOPTION AND IMPLEMENTATION

Adoption and amendment of the Main Street North Redevelopment Plan shall be in accordance with procedures specified in § 8-127 et seq. of the C.G.S. Requests for proposals from prospective redevelopers will be solicited in a time and manner set forth by the Redevelopment Agency.

The Main Street North Redevelopment Plan shall become effective _____, 2002.

PASSED and APPROVED THIS ___ day of _____, 2002.

CITY OF DANBURY REDEVELOPMENT AGENCY

Chairman

Attest: _____
Executive Director



27

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

June 10, 2002

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 #23
Eugene McNamara
Denver Terrace
Road acceptance

Dear Mayor and Common Council Members:

Please accept this letter in response to your request for a report concerning the matter referenced above. This item involves a request by Eugene McNamara to have the Common Council accept Denver Terrace. As a general matter, state law and the Danbury Municipal Charter authorize the Common Council to grant petitions of this kind following referral of the issue to the Danbury Planning Commission for a report. In order to permit the Council to act on this matter at its next meeting I have taken the liberty of forwarding this petition to the Planning Commission on your behalf.

I note that in addition to referring this request to our office, you also referred the matter to the Director of Public Works. If you are inclined to grant this petition once you have received favorable reports from Public Works and Planning, please do so subject to completion of the necessary paperwork in a form acceptable to this office. As always, we will make ourselves available to answer any questions that you might have.

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

Sincerely,

Eric L. Gottschalk
Assistant Corporation Counsel

cc: Joseph Justino, Planning Commission (w/ enclosure)
William J. Buckley, Jr., Director of Public Works



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 19, 2002

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

Dear Mayor Boughton and Common Council Members:

Denver Terrace
Request to Accept Road

At the June 4, 2002 Common Council meeting, the May 28, 2002 request from Eugene McNamara that the City accept Denver Terrace as a city road was forwarded to our office for a report within thirty days (reference item 23 of the meeting minutes).

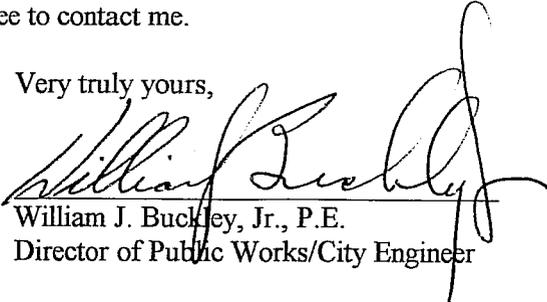
We have received a draft as-built drawing for the road. Comments relative to the drawing are being forwarded to the developer.

The road has been field inspected by our department and the Highway Department. A letter outlining construction issues to be addressed is being forwarded to the developer.

We will forward to you another report when the as-built drawing is acceptable and road construction issues have been addressed.

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

Very truly yours,



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

WJB/PAE/pe

C: Eric L. Gottschalk, Esq.
Dennis Elpern
Frank Cavagna
Eugene McNamara





23 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

July 17, 2002

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

Dear Mayor Boughton and Common Council Members:

Denver Terrace
Request to Accept Road

At the June 4, 2002 Common Council meeting, the May 28, 2002 request from Eugene McNamara that the City accept Denver Terrace as a city road was forwarded to our office for a report (reference item 23 of the meeting minutes). This letter is a follow-up to our June 19, 2002 letter to you.

We have received an acceptable mylar as-built drawing for the road.

All road construction issues with the exception of the need to pave one driveway apron have been addressed to our satisfaction. The Highway Department has agreed to hold a bond to cover the required driveway apron work if the road is accepted.

It is our recommendation that Denver Terrace be accepted as a City road subject to the submittal of legal documents acceptable to the Corporation Counsel's office and our office as well as the posting of a \$1,000.00 driveway apron bond in a form acceptable to the Highway Department.

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

Very truly yours,

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

WJB/PAE/pe

C: Eric L. Gottschalk, Esq.
Dennis Elpern
Frank Cavagna
Eugene McNamara



23- June



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

July 30, 2002

To: Mayor Mark Boughton
Members of Common Council

From: Planning Commission

Re: 8-24 Referral – June C.C. Agenda Item 23 – Request for Acceptance of Denver Terrace as a City road.

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 July 17, 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 July 17, 2002 and compliance with the conditions stated in Director of Public Works Bill Buckley's letter dated July 17, 2002. The motion was passed unanimously.

Sincerely,

Joseph Justino
Chairman

JJ/jr

Attachment

c: Corporation Counsel
Engineering Dept.



23-July

28

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

July 3, 2002

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

Dear Mayor Boughton and Common Council Members:

Request for Water Service
26 Ivy Lane (Tax Assessor's Lot J09005)

At the July 2, 2002 Common Council meeting, the June 26, 2002 request by John R. Merullo relative to acquiring water service to his property at 26 Ivy Lane was forwarded to our office for a report within thirty days (reference is made to item 23 of the meeting minutes).

In 1998, at the direction of the Common Council, a mail survey was sent to residents in the entire Ivy Lane, Cedar Street, Sylvan Road, Eugene Lane area relative to a request that had been received for water service. The results of the mail survey indicated the neighborhood was pretty much split with respect to wanting and not wanting water service. The Common Council held a public hearing for this project on December 21, 1998. As a result of a number of negative comments made during the public hearing, the Common Council voted to authorize the Public Works Department to go to construction on a scaled back project that eliminated the proposed water main in Eugene Lane, in Sylvan Road and in most of Ivy Lane. The scaled back project was completed and water assessments levied on benefiting properties.

Although Mr. Merullo voted yes during the 1998 mail survey, his property (Tax Assessor's lot number J09005) is located within the area that was deleted from the original project.

At this point in time, there are two methods by which water service to Mr. Merullo's lot can be provided.

1. Water Main Assessment Method. If Mr. Merullo would like the City to design and construct the water main extension in Ivy Lane and, upon completion of the main, assess benefiting property owners, the Common Council should direct our department to add this assessment project to our list of potential assessment projects and authorize us to conduct a mail survey of benefiting property owners. As you are



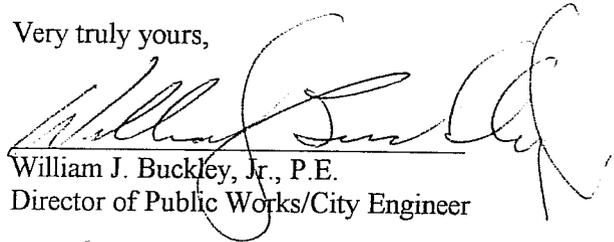
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aware, there is presently a backlog of potential assessment projects. Our office will not be able to work on this project in the near future.

2. **Property Owner Extension Method.** If Mr. Merullo would like to proceed with this extension himself at his own expense, a Common Council committee meeting should be convened. If the committee is of the opinion that the request should be approved, the committee would recommend to the Common Council that the request be approved with the standard eight steps/conditions (the property owner would hire an engineer to design the extension; when the plans are approved by the City, the property owner would hire a contractor to install the water main to City standards, when the water main is completed and tested, the property owner would transfer title to the water main to the City, etc.).

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

Very truly yours,

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

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



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

July 30, 2002

To: Mayor Mark Boughton
Members of Common Council

From: Planning Commission

Re: 8-24 Referral – July C.C. Agenda Item 23 – Request for Water Extension for 26 Ivy Lane

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 July 17, 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 July 17, 2002 provided the extension is constructed in a manner satisfactory to the City

Sincerely,

Joseph Justino
Chairman

JJ/jr

Attachment

c: Engineering Dept.



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

29

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

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

August 20, 2002

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

Dear Mayor Boughton and Common Council Members:

11 South Cove Road (Lot No. I09141)
Request for Water Main Extension

At the August 6, 2002 Common Council meeting, the July 23, 2002 request from Mary Popp for water service to her lot was forwarded to our office for a report within thirty days (reference item 25 of the meeting minutes).

South Cove Road is a private road. It is our understanding that the roadway comes under the jurisdiction of a homeowners association – now or formerly South Cove Road, Inc.

At the September 7, 1988 meeting of the Common Council, the request by residents of South Cove Road for a water main extension in South Cove Road was approved with the standard eight steps/conditions. At the request of the homeowners association at that time, the water main was not extended to the end of the road (therefore it did not serve the Popp property) but was installed within an easement over a portion of the road which easement the association granted to the City.

In 1992 Mary F. Popp, David Tressic and Dawn Tressic petitioned the Common Council for permission to extend the water main further in South Cove Road. At the January 5, 1993 Common Council meeting, this request was approved subject to the standard eight steps. Notes in our files indicate that the homeowners association contacted the City at that time to inform us that the association had not granted rights for the Popp and Tressic properties to connect to or to extend the water main in South Cove Road.

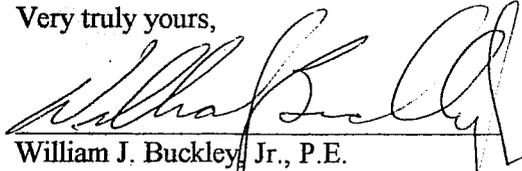
It is our recommendation that the Common Council approve this current request for a water main extension subject to the standard eight steps. The State of Connecticut Public Health Code states that if a lot is within 200 feet of a suitable public water supply (which Ms. Popp's lot is), a well permit cannot be granted and an extension of the public water supply is required. It should be noted in the approval that since the water main is to be installed in a private road, the installation will not be allowed to begin until it has been demonstrated to the City that the petitioner has acquired whatever rights related to the work in South Cove Road that may be required.



Page 2

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

Very truly yours,



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

WJB/PAE/pe

C: Laszlo L. Pinter, Esq.
William Campbell
David M. Day, P.E.



CITY OF DANBURY

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

30

(203) 797-4518
(203) 796-8043 FAX

August 15, 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: August Agenda Item No. 31
Request to Purchase Property – Lot C12021

Dear Mayor and Council:

The above request to purchase what the petitioner states is property owned by the City was referred to this office and the Director of Public Works for reports.

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

In the event you have any questions about this, please do not hesitate to call.

Very truly yours,

Laszlo L. Pinter,
Assistant Corporation Counsel

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

Llp/CitySale



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

August 20, 2002

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

Dear Mayor Boughton and Common Council Members:

Maplewood Drive – Tax Assessor's Lot C12021
Request to Purchase Property

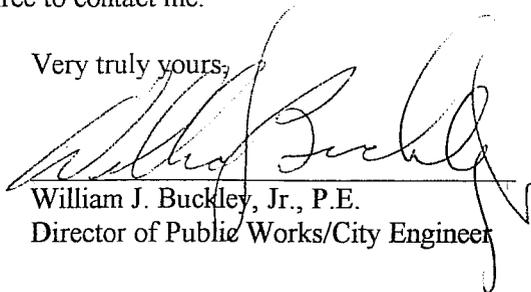
At the August 6, 2002 Common Council meeting, the July 15, 2002 request from Pam McCluskey to purchase Lot No. C12021 (Maplewood Drive) was forwarded to our office for a thirty days report (reference item 31 of the meeting minutes).

This 4.21 acres parcel of land is the right of way of Maplewood Drive itself which was acquired by the City of Danbury in 1991 when Maplewood Drive was accepted as a City street (reference volume 980, page 814 of the Danbury Land Records). This parcel of land is not a building lot.

It is our recommendation that this request be denied.

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

Very truly yours,



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

WJB/PAE/pe

C: Laszlo L. Pinter, Esq.
Dennis Elpern





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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

August 24, 2002

Mayor Mark Boughton
Members of the Common Council

RE: Review of Proposed Revisions to the Waste Water Treatment Facility Service Agreement.

The Committee meeting was called to order at 7:05 P.M. on August 21, 2002, in the Third Floor Conference Room in City Hall by Chairman Thomas J. Saadi. In attendance were committee members Saadi, Kelly; Basso was absent due to attendance at a concurrent committee meeting. Also in attendance was Superintendent of Public Utilities, Mario Ricoszi and Lynn Waller, a member of the public.

Mr. Saadi read the call of the Committee and then asked Mr. Ricoszi to provide a brief history of the transfer of the management of the treatment facility to US Filter and the underlying service agreement.

Mr. Ricoszi explained that the City transferred management of the facility to US Filter in 1997 and that alteration had been made to the agreement in the past. Mr. Saadi asked for an explanation of the specific proposed revisions. Mr. Ricoszi explained that the trigger thresholds related to Total Suspended Solids (TSS) and BOD (amount of oxygen required to biologically breakdown the sewage) were being eliminated. Also, U.S. Filter has agreed not to charge the city for costs U.S. Filter incurred that pursuant to the triggers the City is responsible for.

Mr. Ricoszi explained that since the City added the Marjorie Water plant to the service agreement the TSS levels have increased. Mr. Ricoszi further explained that the allowable flow has been increased from 10.1 million gallons to 11.1 million gallons with the trigger set at 15% above or below the 11.1 number.

Mr. Kelly asked about the amount of out of region septage brought to the facility. Mr. Ricoszi explained that since the Common Council increased the out of region pumping fees that the number of gallons brought to the facility has decreased, but that revenue has not.

Mr. Ricozzi explained that the revisions establish a cost sharing formula for abating odor at the facility wherein the city would contribute up to 35% of the cost for new odor control chemicals purchased by U.S. Filter - total cost to the city would be approximately \$25,000.

Mr. Kelly asked about the "Administrative Fee" that the city pays to Y.S. Filter. Mr. Saadi explained that the fee is what the City pays U.S. Filter to manage the facility. Mr. Ricozzi added that the new administrative fee includes two new pump stations, Plumtrees and Larson Drive and COLAs. Mr. Saadi asked about the cost and need for the Plumtrees station. Mr. Ricozzi stated that the developers were sharing the cost of the new pipes and that the pump station was necessary to serve the new homes.

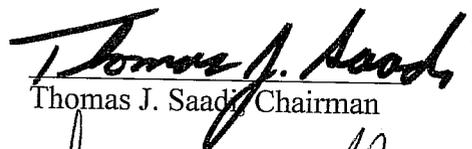
Mr. Kelly asked about the dates that the revision would be effective. Mr. Ricozzi stated that the dates has to be moved back

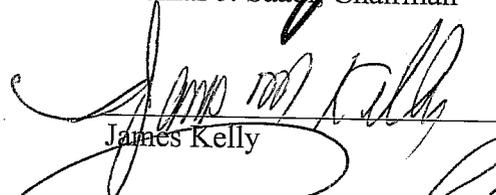
There was a discussion regarding odor problems. Mr. Ricozzi stated that city has been trying to address the odor problem through increased fees for non-regional haulers and that city has allocated funds capitol improvements for odor control.

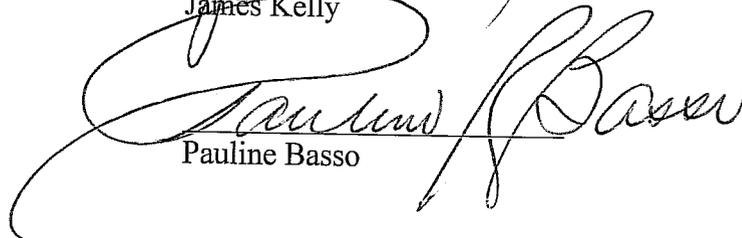
Mr. Kelly mad a motion to approve that revisions with the alteration of the dates to add the pump stations from July 1, 2002, to October 1, 2002, the date for the odor control chemical cost share from July 1, 2002, to September 1, 2002. The motion was seconded by Mr. Saadi and passed unanimously.

Mr. Kelly made a motion to adjourn; meeting was adjourned at 7:45 P.M.

Respectfully submitted


Thomas J. Saadi, Chairman


James Kelly


Pauline Basso



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

September 4, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: **HUSKY Outreach Program**

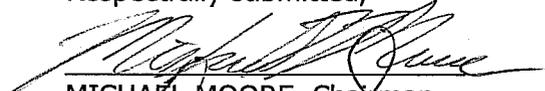
The Common Council Committee appointed to review the request for funding for the HUSKY Outreach Program met on August 28, 2002 at 7:00 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Moore, Dean Esposito and Basso. Also in attendance were Director of Welfare Deborah MacKenzie, Director of Finance Dena Diorio, Council Member Vincent Nolan, ex-officio, Ann Faraguna, Executive Director of the Visiting Nurse Association, Susan Giglio, Director of the HUSKY Program for the VNA and members of the public.

Ms. MacKenzie described the basis of the July 11th report from the Director of Welfare and the Director of Health. The funds are to be used for payment of outreach staff time. It will allow the Visiting Nurse Association more time to secure additional funding sources. If this request is not approved, the VNA will move to close the program. Ms. Faraguna provided an overview of the outreach services, which assist with the application process, the renewal process and organization of the outreach efforts. Ms. Giglio reviewed the VNA outreach services, interaction with local businesses, community and religious organizations. She reviewed the differences between the HUSKY A Program and the HUSKY B Program. She stated that 85% of the clientele is from Danbury.

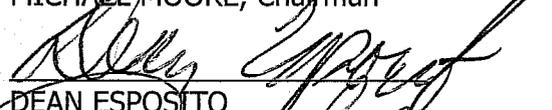
Mr. Moore asked Ms. Faracuna about sources of funding. She responded that \$40,000 is needed per twelve months of this calendar year; \$10,000 has been committed from Danbury Children First, \$20,000 sought from the City and \$10,000 committed from Congressman Maloney. Mr. Moore asked the Director of Finance if these funds are available. She stated that the funds are available from the Contingency Account.

Dean Esposito made a motion to recommend approval of \$20,000 as requested to fund the VNA's HUSKY outreach services, pending certification from the Director of Finance. Seconded by Mrs. Basso. Motion carried unanimously.

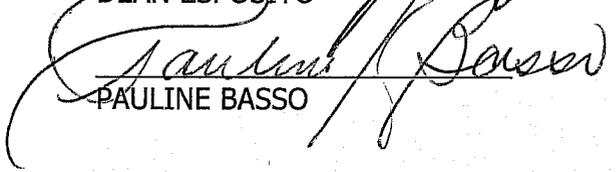
Respectfully submitted,



MICHAEL MOORE, Chairman



DEAN ESPOSITO



PAULINE BASSO



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

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

M E M O R A N D U M

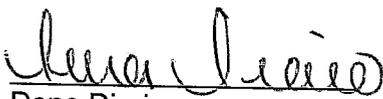
DATE: August 28, 2002
TO: Hon. Mark D. Boughton via the Common Council
FROM: Dena Diorio, Director of Finance
RE: HUSKY OUTREACH PROGRAM

CERTIFICATION #6

As per the recommendation of the Common Council Committee appointed to review the request for funds for the HUSKY Outreach Program, I hereby certify the availability of \$20,000 to be transferred from the Contingency fund to the Grants-Human & Social Welfare budget line item, "Visiting Nurses", Account #5010.6011.

If you need any additional information, please give me a call.

Balance of Contingency	\$510,120
Less this request	- 20,000
Balance	\$490,210


Dena Diorio

DD/jgb

Robert C. Joy, M.D., F.A.A.P.

21 Ridge Road
Danbury, CT 06810-6362

Tel: (203) 743-4593

Fax: 792-6510

e-mail: ~~BJMFW10A@prodigy.com~~

BNCK5@aol.com

September 3, 2002

Dear Common Council Member,

I am writing to urge you to support the Danbury VNA request for a \$20,000. one time grant to continue the Husky Outreach Program for another year. This program is vitally important to the uninsured children of our community. It will provide them with a stable source of needed medical care (a "medical home"), provide continuity of care, reduce school absenteeism, and prevent costly emergency room visits. The benefits to parents of having readily available medical care for their children are, of course, enormous. The Husky Outreach Program is a hands on effort by dedicated workers which has produced substantial results in providing health insurance for our children and is, I believe, deserving of your support. Without this added funding, the program will have to be phased out. Please help our community's children by supporting this one time grant request.

Respectfully,



Robert C. Joy, M.D.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

September 4, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: **Blight Ordinance**

The Common Council Committee appointed to review a blight ordinance met three times, on March 27, 2002, June 19, 2002 and August 20, 2002. In attendance at the March 27th were committee members Moore and Basso. Mrs. Neptune was absent. Also in attendance were Paul Schierloh of the Health Department, Assistant Corporation Counsel Les Pinter and Council Members Levy and Dittrich, ex-officio. Present at the June 19th meeting were Council Members Moore and Basso. Mrs. Neptune was absent. Also in attendance were Building Inspector Leo Null, Fire Marshall Barry Rickert, Director of Public Health William Campbell, Assistant Corporation Counsel Les Pinter, Mayoral Aide Greg Williams and Council President Warren Levy, ex-officio. In attendance at the August 20, 2002 were Committee Members Moore and Basso. Mrs. Neptune was absent. Also in attendance were Assistant Corporation Counsel Les Pinter, Director of Health William Campbell, Paul Schierloh of the Health Department, Mayor Mark Boughton, Council President Warren Levy, ex-officio and members of the public.

At the March 27th meeting Mr. Moore stated that there had been a request from Mayor Boughton to enact a blight ordinance. The first order of business was to establish a definition of blight. Attorney Pinter stated that there is no one definition of blight. Properties that have not been property maintained need to be identified. Nuisance issues and health issues are also considerations. Mr. Schierloh stated that the Health Department follows the State Health Code and State Statutes. The Connecticut Public Health Code covers any nuisance such as health hazards, garbage and vermin. The Director of Health has certain powers of enforcement. The Danbury Housing Code applies to rentals and deals with structures and surrounding areas. Mr. Schierloh stated that the weakness in dealing with abandoned houses or property is it stops with vacant buildings. The Building Code can only have vacant buildings torn down.

At the June 19th meeting, Mr. Moore asked Attorney Pinter how to proceed with the creation of an ordinance. Attorney Pinter stated that blight needs to be very clearly defined. An ordinance should include health and building issues as well as general

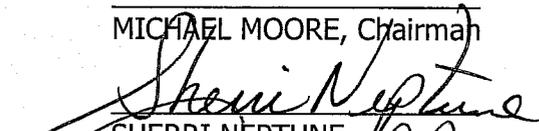
issues such as dangerous situations in the community. The second paragraph should define blight. Other definitions pertaining to health, housing and vehicles should be included. The next paragraph should address enforcement. State Statutes provide a mechanism for issuing fines up to a certain amount, which would be a lien against the property. The statute does not allow for anything other than the fine. An alternative is to petition the legislature to amend the statute to include the costs of enforcement.

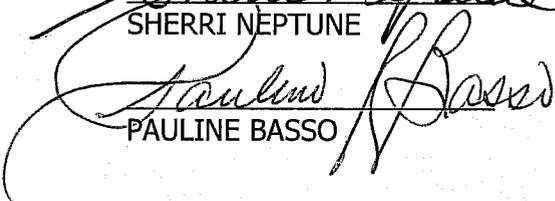
At the August 20th meeting Attorney Pinter reviewed sections of the proposed ordinance. Attorney Pinter stated that the language of the ordinance attempted to tightly define the role of a blight inspector. Mr. Campbell stated that he is concerned that the ordinance does not allow the elderly sufficient time to answer a citation. He asked if the ordinance could be revised to include commercial properties. Attorney Pinter stated that the enabling legislation strictly limits blight mitigation efforts to housing. The Building Code may be used to mitigate blighted commercial properties. Mayor Boughton explained his intentions for use of the blight enforcement inspector. He needs the flexibility to either appoint or hire a blight enforcement inspector.

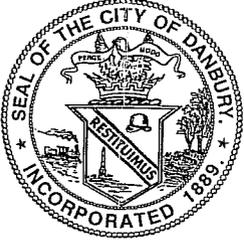
Mrs. Basso made a motion to recommend approval of the ordinance as written. Seconded by Mr. Moore. Motion carried unanimously.

Respectfully submitted,

MICHAEL MOORE, Chairman


SHERRI NEPTUNE


PAULINE BASSO



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

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

THAT Chapter 10 of the Code of Ordinances of the City of Danbury is hereby amended by adding an Article, to be designated Art. VI, and adding Section 10-81 through 10-88, which said Article and sections shall read as follows:

ARTICLE VI. PREVENTION OF HOUSING BLIGHT

Sec. 10-81. Declaration of Policy.

- (a) This Article is enacted pursuant to the enabling provisions of Connecticut General Statutes Section 7-148(c)(7)(H).
- (b) It is hereby found and declared that there exist within the City of Danbury, real properties which contain vacant, abandoned or blighted buildings and the existence of said buildings contributes to the decline of City neighborhoods. It is further found that the existence of such vacant, abandoned or blighted buildings adversely affects the economic well being of the City and is inimical to the health, safety and welfare of the residents of the City of Danbury. It is further found that many of the vacant, abandoned or blighted buildings can be rehabilitated, reconstructed, demolished or reused to provide decent, safe, sanitary housing or commercial facilities, and that such rehabilitation, reconstruction, demolition or reuse would eliminate, remedy and prevent the adverse conditions described.
- (c) It is hereby further found that while certain and other administrative remedies presently exist to remediate serious housing deficiencies, including blighted conditions, the adoption of this ordinance has been enabled by State law to permit the remediation of specific and unacceptable housing conditions deemed by the City as blighted.

Sec. 10-82. Definitions.

- (a) *Blighted Premises* shall mean any building or structure or any portion of said property that is defined by one or more of the following definitions:
 - (1) It is determined by the City that existing conditions pose a serious or immediate danger to the community (i.e. a life threatening condition or a condition which puts at risk the health or safety of citizens of the City;
 - (2) It is not being maintained; the following factors may be considered in determining whether a structure or building is not being maintained; missing or boarded windows or doors; a collapsing or missing wall; sagging or collapsed roof or floor; siding that is seriously damaged or missing; fire damaged; a foundation that is seriously damaged or missing; a foundation that is structurally faulty; or garbage, trash or abandoned cars situated on the premises;
 - (3) It is becoming dilapidated or unsafe, as determined by the Building Official;
 - (4) It has attracted illegal activity, as determined by the Chief of Police;
 - (5) It is a fire hazard, as determined by the Fire Marshall;
 - (6) It is a factor in materially depreciating property values in the immediate neighborhood because of its poorly maintained condition;



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

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

- (7) It is a factor creating a substantial and unreasonable interference with the reasonable and lawful use and enjoyment of other space within the building or structure or of other premises within the neighborhood;
- (8) It constitutes a health or sanitary problem, as determined by the Health Director.

(b) *Blighted* shall mean deteriorated, in a state of ill repair, filthy, decaying.

(c) *Dilapidated* shall mean any building or structure or part thereof that would not qualify for a certificate of use and occupancy or which is deemed an unsafe structure, and any dwelling or unit which is designated as unfit for human habitation as defined in the State Building Code or the Code of the City of Danbury.

(d) *Vacant* shall mean a building or structure which has been unoccupied for a period of sixty (60) days or longer, during which the building or portion thereof is not legally occupied. Pursuant to the provision of this ordinance, enforcement action may proceed without regard to a period of vacancy whenever any unoccupied building attracts criminal activity, is a health risk because of trash disposal or other condition, is blighted, or otherwise falls within the condition generally described in section 10-81 hereof.

(e) *Abandoned* shall mean a dwelling or unit which, by any observation has been relinquished and is vacant.

(f) *Legal occupancy* shall mean occupancy that is legal by virtue of compliance with the State Building Code, State Fire Safety Code, local zoning, local housing and all other pertinent codes pertaining to housing, and which habitation shall be substantiated by a deed, bona fide lease agreement, rent receipt or utility statement.

(g) *Neighborhood* shall mean an area of the City comprised of all premises or parcels of land any part of which is within a radius of 800 feet of any part of another parcel or lot within the City limits.

(h) *Unit* shall mean any space within a building that is or can be rented by or to a single person or entity for his or its sole use, and is intended to be a single and distinct space.

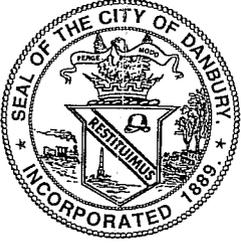
Sec. 10-82. Prohibition against creation or maintenance of a blighted premises.

No person, firm or corporation, including any owner, or tenant under contract of maintenance, of real property in the City of Danbury shall cause or allow blighted premises to be created, nor shall any such individual or entity allow the continued existence of blighted premises.

Sec. 10-83. Blight Inspector.

(a) There shall be within the office of the City of Danbury building official a blight inspector who shall, unless otherwise provided, have the overall responsibility for the enforcement of the provisions of this Article and shall cause regular inspections to be made of all blighted premises.

(b) The blight inspector is authorized to enter upon private property between 8AM and 5PM Monday through Friday any premises which has been determined by preliminary observation to be in violation of the provisions hereof.



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

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

- (c) The blight inspector shall report directly to the building official and to the mayor.

Sec. 10-84. Creation and Certification of list of blighted properties.

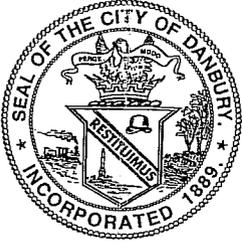
- (a) Immediately upon enactment of this ordinance, the mayor shall require all department heads to provide a list of real properties they are aware of that appear to be blighted to the blight inspector and to the building official.
- (b) Within thirty (30) days of the receipt of said list the blight inspector shall, utilizing the criteria established in section 10-82 hereof, compile a list of blighted premises. The blight inspector shall, as new information is reported, review and update the list.

Sec. 10-85. Owner Notification, enforcement and hearing.

- (a) Once the list of blighted properties has been generated, the blight inspector shall issue written orders to the owners of such blighted premises notifying them of the specific violation(s) by mailing a notice to the owner by certified mail, return receipt requested, to the last known address of the owner, or, in the case of an unidentified owner or one whose address is unknown, by publishing a notice in a daily or weekly newspaper having a general circulation within the community, stating that the property is cited for blight and, if applicable, whether the property has been determined to be abandoned.
- (b) Said written order from the Blight Inspector shall direct the owner to remediate the blighted premises in a manner and within the time specified in said order. If such remediation does not occur within the time frame and in the manner specified, the blight inspector is authorized to assess a \$100.00 fine, or that maximum fine permitted by statute, for each day of non compliance, and shall also notify the owner that the City shall remediate the blight and assess the owner of the property for all costs associated with such remediation.
- (c) In the event of non compliance and/or City remediation of the subject property, the blight inspector shall issue a notice, together with invoice to the owner/violator demanding payment of all accrued fines and costs of remediation. Further action to collect fines and/or costs shall be in accordance with procedures set forth in Section 12-35 of the Code of Ordinances pertaining to enforcement, appeals and hearing.

Sec. 10-86. Authority for fines; enforcement, appeal and hearing procedure; lien on property.

- (a) In accordance with authority set forth in Connecticut General Statutes section 7-148(c)(7)(H) as may be amended from time to time, a fine of one hundred (\$100.00) dollars is prescribed for each day of violation, the period of such violation being deemed to commence in accordance with section 10-85 hereof.
- (b) The collection of fines imposed and costs assessed shall be subject to the appeal and hearing procedure set forth in Section 12-35 of the Code of Ordinances of the City of Danbury.
- (c) In accordance with authority set forth in Connecticut General Statutes section 7-148aa, may be amended from time to time, any unpaid fine imposed pursuant to the provisions of this Article shall constitute a lien upon the real estate against which the fine was imposed from the date of such fine. Each such lien may be continued, recorded and released in the manner provided by law and shall take precedence over all other liens filed after July 1, 1997, and encumbrances, except taxes, and may be enforced in the same manner as property tax liens.



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

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

Sec. 10-87. Consistency with other enforcement methods.

This Article is intended to be enforced and applied in a manner consistent with other, available administrative remedies for the enforcement of housing blight but is not intended to be exclusive of such other remedies, penalties or enforcement actions which may be available to the City.

Sec. 10-88. Severability

If any provision of this Article or the application thereof shall be held invalid or unenforceable, the remainder of this Article, or the application of such terms and provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof shall be deemed valid and be enforced to the fullest extent permitted by law.



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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

July 31, 2002

Reply To:
797-4518; 744-7090

HON. MARK D. BOUGHTON, MAYOR
HONORABLE PRESIDENT & MEMBERS OF THE COMMON COUNCIL
155 Deer Hill Avenue
Danbury, CT 06810

RE: PENDING LITIGATION

Dear Mayor and Council Members:

Recent events in connection with pending litigation suggest that the time may be right for another discussion of strategy. Accordingly, I have arranged for Assistant Corporation Counsel Daniel E. Casagrande to be present at the **Wednesday, September 4, 2002** Common Council meeting to advise you fully concerning possible courses of action by the City.

As always, please do not hesitate to call at your convenience with any questions. Thank you for your attention to this matter.

Very truly yours,
YAMIN & YAMIN

ROBERT J. YAMIN
Corporation Counsel and
Chief Legal Officer

797-4518; 744-7090

cc: Eric L. Gottschalk, Esq.
Daniel E. Casagrande, Esq.

[RJY.la.C.ct.MAYOR.7/31/2002]