

COMMON COUNCIL MEETING – AUGUST 5, 2003

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

PLEDGE OF ALLEGIANCE & PRAYER

ROLL CALL

Nolan, McAllister, Null, Coladarci, Kelly, Buzaid, Machado, Rotello, Scozzafava, Levy,
Esposito, Saadi, Dittrich, Basso, Darius, Furtado, Gogliettino, Moore, Neptune, Setaro

_____PRESENT _____ABSENT

PUBLIC SPEAKING

MINUTES – Minutes of the Common Council Meeting held July 1, 2003

CONSENT CALENDAR

1 – COMMUNICATION – Appointment to Fill Fifth Ward Common Council Vacancy

2 – COMMUNICATION – Appointment to Fill Zoning Commission Vacancy

3 – RESOLUTION – Bioterrorism Response Preparedness Grant

4 – RESOLUTION – Local Law Enforcement Grant

5 – RESOLUTION – East Gate Road Storm Drainage Easements

6 – RESOLUTION – Replacement of Thorpe Street Extension Bridge

7 – COMMUNICATION – Appointments to the Lake Kenosia Commission

8 – COMMUNICATION – Reappointment to the Aviation Commission

9 – COMMUNICATION – Reappointment to the Parking Authority

10 – COMMUNICATION – Appointment to the Environmental Impact Commission

11 – COMMUNICATION – Reappointments to the Conservation Commission

12 – COMMUNICATION – Donation to the Parks and Recreation Department

13 – COMMUNICATION – Donations to the Fire Department

14 – COMMUNICATION – Donation to the Library

- 15 – COMMUNICATION – Donations to the Department of Elderly Services
-
- 16 – COMMUNICATION – Reappropriation of Funds – Animal Control Fund
-
- 17 – COMMUNICATION – Reappropriation of Donated Funds
-
- 18 – COMMUNICATION – Funds for Parks & Recreation
-
- 19 – COMMUNICATION – Water and Sewer Fund Reappropriations
-
- 20 – COMMUNICATION – Disposal of Surplus Vehicles, Equipment & Fire Alarm Boxes
-
- 21 – COMMUNICATION – Request for Water Extension – 1001 Crow’s Nest Lane
-
- 22 – COMMUNICATION – Agreement regarding Professional Baseball Team
-
- 23 – COMMUNICATION – Request for committee to review and reform manner in which the City handles proposals for new sewer and water service
-
- 24 – COMMUNICATION – Request for committee to review how to foster better cooperation between the various departments regarding police, blight enforcement, and health issues
-
- 25 – COMMUNICATION – Request for Sewer Extension – Lot 1, DePalma Lane
-
- 26 – COMMUNICATION – Request for Sewer Extension – 56 Benson Drive
-
- 27 – COMMUNICATION – Abandonment of International Drive
-
- 28 – REPORT – Request for Sewer Extension – 4 Cedar Crest Drive
-
- 29 – REPORT – Request to Accept Irving Place as a City Road
-
- 30 – REPORT – Request for Sewer and Water Extensions – 17 Mill Plain Road
-
- 31 – REPORT – Request for Sewer and Water Extensions – 40 Old Brookfield Road
-
- 32 – REPORT – Ambulance Contract and Billing Services Agreement with MedFinancial
-
- 33 – DEPARTMENT REPORTS – Public Works, Permit Center, Fire Chief, Police Chief, Fire Marshall, Heath and Housing, Welfare, Department of Elderly Services, Building Department, Parks and Recreation
-
- 34 – COMMUNICATION – Donation for Rabbi Malino Memorial

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

CONSENT CALENDAR – AUGUST 5, 2003

- 3 – Adopt the resolution to apply for and accept grant funding from the Connecticut Department of Public Health in the amount of \$34,141.37 for a Smallpox Mass Vaccination and a Bioterrorism Response Preparedness program as described.
- 5 – Adopt the resolution to authorize the Corporation Counsel, subject to and only upon prior approval by the Planning Commission, to acquire drainage easements at East Gate Road as described in Schedules A and B.
- 6 – Adopt a resolution to authorize Mark D. Boughton, Mayor of the City of Danbury to execute the first supplement agreement for the construction of the Thorpe Street Bridge as described.
- 7 – Approve the appointment of K. T. Shartouni, Marie D. Carroll and Carol Elder as members of the Lake Kenosia Commission.
- 8 – Approve the appointment of John N. Ashkar as a member of the Aviation Commission.
- 9 – Approve the appointment of Frank J. Cappiello as a member of the Parking Authority.
- 10 – Approve the appointment of William J. Mills as a member of the Environmental Impact Commission
- 11 – Approve the appointment of Frank J. Klecha and Richard J. Hale as members of the Conservation Commission
- 16 – Approve the reappropriation of \$22,678.55 to the 2003-04 fiscal year budget.
- 17 – Approve the transfer of \$701 from the Elderly Services Donations Account to the Commission on Aging budget as described.
- 18 – Approve the transfer of \$12,405 from Insurance & Official Bond Premium, Auto Insurance Deductible Expense to the Department of Parks and Recreation Part-time account as described.
- 19 – Approve the reappropriation of \$203,344.84 to the Water Fund and \$304,382.31 to the Sewer Fund for the 2003-04 fiscal year budget as described.
- 28 – Receive the report regarding sewer extension at 4 Cedar Crest Drive and approve its recommendation
- 30 – Receive the report regarding sewer and water extension at 17 Mill Plain Road and approve its recommendations.

31 – Receive the report regarding sewer and water extension at 40 Old Brookfield Road and approve its recommendations.

32 – Receive the report regarding an ambulance contract with BSI and billing services agreement with MedFinancial and approve its recommendations.

DEMOCRATIC TOWN COMMITTEE

P.O. BOX 164

DANBURY, CONNECTICUT 06813

July 29, 2003

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

Re: Fifth Ward Common Council Vacancy

Dear Mr. Levy:

Please be advised that the Democratic Town Committee Fifth Ward members met to discuss and recommend a candidate to fill the vacancy created by the resignation of Dean Esposito.

The members of the Fifth Ward submit the name of Fred Visconti to fill the vacancy as Fifth Ward Councilman. Fred has been active in the Democratic Party for many years.

The Town Committee hereby submits a formal recommendation to the Common Council for consideration of Fred Visconti to fill the unexpired term of Common Council member Dean Esposito.

Very truly yours,



Bernard Gallo
Chairman

cc: Common Council Members

DEMOCRATIC TOWN COMMITTEE

P.O. BOX 164

DANBURY, CONNECTICUT 06813

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August 4, 2003

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

Re: Zoning Commission Vacancy

Dear Mr. Levy:

The Town Committee submits the name of Ernest Boynton to fill the vacancy on the Zoning Commission.

Mr. Boynton is a former member of the Common Council and remains active in the Democratic Party.

As Chairman of the Democratic Town Committee I recommend that the Common Council appoint Ernest Boynton to complete the unexpired term created by the resignation of Paul Rotello from the Zoning Commission.

Very truly yours,



Bernard Gallo
Chairman

cc: Common Council Members



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 *dena*
RE: BIOTERRORISM RESPONSE PREPAREDNESS GRANT
DATE: July 30, 2003

Attached you will find a resolution that will allow the City of Danbury, through the Connecticut Department of Public Health, to provide for the assessment of local health emergency response capability, development of response plans, and training of department staff.

This application was originally submitted for Common Council approval in October 2002. Since that time, the City was awarded an additional \$15,000 for the purpose of developing a regional smallpox mass vaccination plan. This brings the total grant amount to \$34,131.37 with no local match required. I have included for your review the budget for this grant.

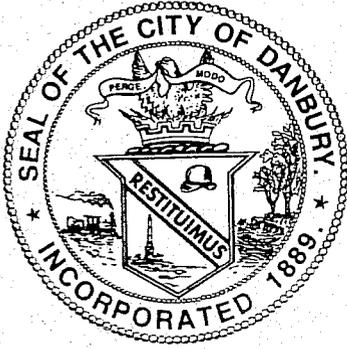
The Common Council is requested to consider this resolution at its next meeting.

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

DD/jgb

Attach.

Cc: William Campbell



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Centers for Disease Control and Prevention, through the Connecticut Department of Public Health has made grant funds available to local health departments to provide for the assessment of local health emergency response capability, the development of local and regional response plans and the training of local health department staff, for the period of April 1, 2002 through August 30, 2003; and

WHEREAS, for the time period of April 1, 2002, through August 30, 2003, grant funds not to exceed \$19,141.37, requiring no local match, were made available to the Danbury Health and Housing Department for the Bioterrorism Response Preparedness Grant; and

WHEREAS, an additional \$15,000.00 will be made available to the Danbury Health and Housing Department for the purpose of developing a regional smallpox mass vaccination plan where the City of Danbury is the region; and

WHEREAS, for the time period of April 1, 2002 through August 20, 2003, amended grant funds not to exceed \$34,141.37, requiring no local match, will be made available to the Danbury Health and Housing Department for the Bioterrorism Response Preparedness Grant; and

WHEREAS, the Danbury Health and Housing Department will provide the assessment, planning and training services called for in the Grant.

NOW, THEREFORE, BE IT RESOLVED THAT, Mark D. Boughton, Mayor of the City of Danbury or William J. Campbell Director of Health, as his designee, is authorized to apply for said grant and to accept the grant award on behalf of the City of Danbury, if such award is made. Any prior actions of the Mayor or the Director of Health regarding this application are hereby ratified.

BE IT FURTHER RESOLVED THAT Mayor Mark D. Boughton is hereby authorized to make, execute and approve on behalf of the City of Danbury all contracts / agreements or amendments thereof, which do not require expenditure of the City funds, with the Connecticut Department of Public Health regarding said grant, and to take all actions necessary to accomplish the purposes of the grant.



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

HEALTH AND HOUSING DEPARTMENT
155 DEER HILL AVENUE

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

July 30, 2003

TO: Dena Diorio, Director of Finance

FROM: William Campbell, Director of Health 

RE: **Bioterrorism Emergency Response Amended Grant Application Package**

Attached is the Impact Statement. The sample resolution for the Amended Bioterrorism Emergency Response Grant for the period 04/01/02-08/30/03 has been forwarded to Corporation Counsel.

Also attached are:

1. A Personal Service Agreement with the CT Department of Public Health in the amount of \$34,141.37. Included in the agreement are the audit requirements, payment and reporting schedules. A cover letter is also attached.
2. A budget for the amount of the amendment. The budget includes both an administrative fee and a Federal Single Audit fee.
3. A "Resolution Form" and related instructions regarding its completion.
4. A listing of terms and conditions regarding the Personal Service Agreement.

Once you have reviewed the application package, please initiate the procedures necessary to place the grant application on the Common Council agenda.

Please feel free to call me if you have any questions or comments.

Enclosures (7)
C: Kim Sophia

IMPACT STATEMENT
Centers for Disease Control and Prevention
Bioterrorism Response Preparedness Grant

Program Impact:

The additional funding provided in the amendment to this grant will enable the City of Danbury to recapture some of the expenditures of City of Danbury funds regarding the development of the City of Danbury's smallpox mass vaccination plan. The additional funding will also allow us to continue with the following activities: (1) assess the Danbury Health & Housing Department's emergency response capability, (2) develop a bioterrorism emergency response plan (with emphasis on preventive medical services in a public health emergency), (3) contribute to the development of regional bioterrorism response plans, (4) increase the department's ability to respond to bioterrorism and other public health emergencies and (6) increase the training available to department staff.

Fiscal Impact:

The implementation of the proposed grant will be conducted through existing staff with the assistance of part time, temporary staff and/or consultants. The grant is providing funding for audit and grant administration costs. Termination of funding will not have a direct fiscal impact on the city.

Anticipated Grant Lifetime:

This grant has a funding period of April 1, 2002 through August 30, 2003.

July 25, 2003

William J. Campbell, MPH
Director of Health
The City of Danbury Health Department
155 Deer Hill Avenue
Danbury, CT 06810

Re: Amendment to 2002-394 04/01/02 Through 08/30/03

Dear Mr. Campbell:

Enclosed is the amendment to the above referenced contract, DPH2002-394. The purpose of this amendment is for the contractor to develop a regional smallpox mass vaccination plan. The contractor shall provide two (2) copies of the plan to DPH by September 1, 2003. This activity is part of the DPH response for the Bioterrorism Cooperative Agreement.

Please print, review, and return the original following the procedure explained below. It is important that the signed/sealed amendment and other required submittals be returned to the department as soon as possible. You will receive a copy of the original signed by the department when it is fully executed.

- **Secretarial Certification:** All contractors need to have a resolution passed by their governing body giving the official who signed this contract the authority to do so. The Secretarial certification indicates that the authorization to sign contracts was still in place on the date the contract was signed. Instructions and a sample sheet are enclosed. One original signed and sealed Secretarial certification should be returned with your contract. Your agency's seal must be embossed on the lower left side under the "title" of the certifying official. **(White-out is not acceptable!)**
- **Acceptances and Approval Page:** The individual indicated on the Secretarial certification as authorized to sign the contract must sign the Acceptances and Approval page of the contract under the "By the Contractor" section, on the line marked "Signature (Authorized Official)". The authorized individual should sign his/her name exactly as it appears on the Secretarial certification. Type your agency's legal name, the name and title of the authorized official and the date the document was signed. In addition, your agency's legal seal must be embossed on the Acceptances and Approvals page if it is not embossed on the Secretarial Certification. **(White-out is not acceptable!)**

Thank you for your cooperation.

Sincerely,

James Birok, MBA
Health Program Associate, (860) 509-7272

PERSONAL SERVICE AGREEMENT
CO-802A REV.3/98

PRINT OR TYPE

**STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
ACCOUNTS PAYABLE DIVISION**

1. Prepare in Quintuplicate.
2. The State Agency And The Contractor As Listed Below Hereby Enter Into An Agreement Subject to the terms and conditions stated herein and/or Attached hereto and Subject to the Provisions of Section 4-98 of the Connecticut General Statutes as Applicable.
3. Acceptance of this Contract implies Conformance with Terms and Conditions Stated on the Reverse Side of Part 1

DPH Log #2002-394-1

1) <input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment	2) Identification No P.S.
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CONTRACTOR	3) CONTRACTOR NAME The City of Danbury Health Department	4) Are you Presently a State Employee <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 155 Deer Hill Avenue, Danbury, CT 06810	Contractor FEIN/SSN 000-00-0034

STATE AGENCY	5) AGENCY NAME AND ADDRESS: State of Connecticut, Department of Public Health MS#13 BAS, 410 Capitol Ave., PO Box 340308, Hartford, CT 06134-0308	6) AGENCY NO.
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CONTRACT PERIOD	7) DATE (FROM) 04/01/02	THROUGH (TO) 08/30/03	8) INDICATE <input type="checkbox"/> Master Agreement <input type="checkbox"/> Contract Award No. _____ <input checked="" type="checkbox"/> Neither
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CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT.)	9) Required No. of days written notice: 30
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COMPLETE DESCRIPTION OF SERVICE	10) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) Contract Log # 2002-394-1 amends the following terms and conditions: 1. An increase in the dollar amount from \$19,141.37 to \$34,141.37. An increase of \$15,000.00 shall support the development of a regional smallpox mass vaccination plan.
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COST AND SCHEDULE OF PAYMENTS	11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Payment shall be according to schedule D, on page 6, of this contract. The total amount of this contract shall not exceed \$34,141.37.
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12) ACT CD	13) DOC TYP	14) COM TYP	15) LSE TYP	16) ORIG AGENCY	17) DOCUMENT NO.	18) COMMIT. AGENCY	19) COMMIT No.	20) VENDOR FEIN/SSN-SUFFIX 000-00-0034
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21) COMMITTED AMOUNT \$	22) OBLIGATED AMOUNT \$15,000	23) CONTRACT PERIOD (from/to) 04/01/02 - 08/30/03
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REQUIRED						OPTIONAL		REQR
Amount	FUND	Department	SID	Program	Account	Project	Activity	Agcy Chart Budget Ref
\$15,000	12060	DPH48557	21096	42006	55050	DPH000000000003	161075	2003

An Individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code section 3121(d). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS

34) **STATUTORY AUTHORITY : 4-8, 19a-2a 4-8, 19a-32, 19a-2a**

The Contractor herein IS NOT a Business Associate under HIPAA*:

35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE
36) AGENCY (AUTHORIZED OFFICIAL) Norma D. Gyle, R.N., Ph.D.	Deputy Commissioner	DATE
37) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV.	TITLE	DATE
38) ATTORNEY GENERAL (APPROVED AS TO FORM)	TITLE	DATE

2. Replace sections A, B, C and D of the original contract in its entirety with the following:

A.

1. The contractor will identify, from their staff, an emergency response coordinator to serve as the local health department's (LHD) contact for CDC Cooperative Agreement activities. The coordinator will disseminate information from DPH and the Connecticut Association of Directors of Health (CADH) to the Director of Health and appropriate LHD staff. The coordinator will act as liaison between CADH and the LHD for purposes of meeting contract deliverables, including attendance at the CADH-sponsored workshops.

(a) THE CONTRACTOR SHALL:

- (1) Submit the name and contact information for the contractor's emergency response coordinator to CADH and DPH.
- (2) Disseminate information about the CDC Cooperative Agreement from DPH and CADH to appropriate LHD staff.
- (3) Attend the CADH-sponsored workshops for bioterrorism emergency response capacity assessment and bioterrorism or smallpox mass vaccination plans.

(b) THE CONTRACTOR SHALL ADHERE TO THE FOLLOWING TIMELINES:

- (1) Submit the name and contact information for the emergency response coordinator to CADH and DPH within 15 days of the execution of the contract.
- (2) Disseminate information about the CDC Cooperative Agreement throughout the contract period.
- (3) Attend a CADH-sponsored regional bioterrorism response capacity assessment workshop in autumn, 2002.

(c) DPH RESPONSIBILITIES:

- (1) Provide pertinent information about the CDC Cooperative Agreement and related activities to the LHD emergency response coordinator in a timely manner.

2. The contractor will complete an assessment of the LHD's bioterrorism emergency response capacity, including communication systems, epidemiologic investigation and follow-up capacity, and adequacy of current staff skills or knowledge.

(a) THE CONTRACTOR SHALL:

- (1) Complete an assessment questionnaire(s) designed by CADH.

- (2) Participate, upon CADH's request, in an assessment interview with representatives of CADH.
- (3) Provide copies of any plans, protocols or other documents, as may be requested in the assessment questionnaire or interview.

(b) THE CONTRACTOR SHALL ADHERE TO THE FOLLOWING TIMELINES:

- (1) Complete the LHD bioterrorism emergency response assessment and submit to CADH by February 14, 2003.

(c) DPH RESPONSIBILITIES:

- (1) Monitor the contractor's participation in the assessment questionnaire, interviews and any other information gathering activities related to bioterrorism emergency preparedness and response capacities.
- (2) Review and comment on the contractor's capacity assessment.

3. The contractor will collaborate with CADH to develop a bioterrorism plan and a regional smallpox mass vaccination plan for the towns within the LHD's smallpox planning areas. The plans shall emphasize the delivery of preventive medical services in a public health emergency.

(a) THE CONTRACTOR SHALL:

- (1) Prepare a bioterrorism plan and a regional smallpox mass vaccination plan per guidelines and technical assistance designated by the DPH.

(b) THE CONTRACTOR SHALL ADHERE TO THE FOLLOWING TIMELINES:

- (1) Submit two (2) copies of a regional smallpox mass vaccination plan or a report on the status of smallpox planning to DPH by September 1, 2003.
- (2) Submit two (2) copies of a bioterrorism plan or a report on the status of bioterrorism planning to DPH by September 1, 2003.

(c) DPH RESPONSIBILITIES:

- (1) DPH shall review and comment on the bioterrorism plan and the regional smallpox mass vaccination plan.
- (2) DPH shall provide guidelines and technical assistance.

4. The contractor shall enhance the LHD's emergency response capacity to respond to bioterrorism events or other public health emergencies by filling one or more gaps identified in the capacity assessment (Section A.2) and the LHD emergency response plan (Section A.3). The capacity-building initiatives shall focus on improving the delivery of preventive medical services in a public health emergency.

(a) THE CONTRACTOR SHALL:

- (1) Enhance the LHD's capacity to respond to bioterrorism and other public health emergencies by completing one or more of the following activities:
 - (a) Develop a local health alert network which includes local health care providers and emergency response partners, and follows the risk communication protocol specified in the LHD bioterrorism emergency response plan (Section A.3.).
 - (b) Participate in the testing exercises of regional and local bioterrorism emergency response plans.
 - (c) Collaborate with DPH to carry out enhanced surveillance, epidemiological investigations, and follow-ups.
 - (d) Collaborate with local health care providers and emergency response partners within the contractor's jurisdiction to address coordinated delivery of effective preventive and/or emergency medical services.

(b) THE CONTRACTOR SHALL ADHERE TO THE FOLLOWING TIMELINES:

- (1) Submit a report describing the actual capacity enhancement activities funded by this contract to CADH and DPH by September 1, 2003.

(c) DPH RESPONSIBILITIES:

- (1) Monitor the contractor's activities to enhance emergency response capacity.

5. The contractor's staff shall receive education and training related to bioterrorism preparedness and response. Topics for education and training shall include, but not be limited to, the topics listed below (Section 6.(a)(1)) and, where possible, fulfill the training needs identified in the capacity assessment (Section A.2) or targeted for action in the LHD emergency response plan (Section A.3). Training shall consist of educational seminars, academic courses, professional conferences or meetings, satellite broadcasts, training videos, web-based courses, or self-study courses, on bio-terrorism topics.

Funds provided for under this section shall be used to cover costs associated with training, including travel, registration, program fees and overtime.

(a) THE CONTRACTOR SHALL:

- (1) Provide education and training for LHD staff in one or more of the following, but not limited to:
 - (a) Bio-terrorism agents

- (b) Public health/medical management (e.g., delivery of preventive medical services such as vaccines and prophylaxis, and interaction with medical community)
 - (c) Worker safety issues
 - (d) Laboratory diagnosis and characterization
 - (e) Epidemiological investigation and response
 - (f) Incident and Unified Command Systems
 - (g) Emergency planning
 - (h) Conducting exercises and drills
 - (i) Risk communication
 - (j) Leadership training
 - (k) Communication systems and equipment
 - (l) Legal authorities (e.g., interface of public health with crime scene/law enforcement)
 - (m) National Pharmaceutical Stockpile
- (2) Provide CADH and DPH with a report of the training needs addressed for staff during the contract period, including but not limited to staff and categories of staff trained, training sessions attended.

(b) THE CONTRACTOR SHALL ADHERE TO THE FOLLOWING TIMELINES:

- (1) Provide CADH and DPH with report on training needs addressed by September 1, 2003.

(c) DPH RESPONSIBILITIES:

- (1) Monitor contractor's activities related to participation in training.

B. CONTRACTOR REPORTING REQUIREMENTS:

- (1) As part of each progress report listed below, the contractor will provide documentation of meetings, focus groups, interviews, and other collaborative activities with the DPH, CADH, and other agencies to accomplish the contract deliverables.
- (2) The contractor shall submit the first progress and expenditure reports to DPH covering the period April 1, 2002 – December 31, 2002 by January 30, 2003.
- (3) The contractor shall submit the second progress and expenditure reports to DPH covering the period January 1, 2003 – May 30, 2003 by June 30, 2003.
- (4) The contractor shall submit a report describing emergency response capacity enhancement activities by September 1, 2003.
- (5) The contractor shall submit the regional smallpox mass vaccination plan by September 1, 2003.
- (6) The contractor shall submit a report detailing education and training sessions attended by LHD staff by September 1, 2003.

- (7) The contractor shall submit the final progress and expenditure reports to DPH covering the period June 1, 2003 - August 30, 2003 by November 1, 2003.

PROGRESS AND EXPENDITURE REPORTS

Reporting Period	Due Date
04/01/2002 – 12/31/2002	01/30/2003
01/01/2003 – 05/30/2003	6/30/2003
6/1/2003 – 8/30/2003	11/1/2003

C. COMMON DPH RESPONSIBILITIES:

- (1) DPH will review and comment on collaboration activities and progress reports within 15 days of receipt of the materials from CADH.

D. PAYMENT SCHEDULE:

Payment shall be made according to the following schedule upon receipt of properly executed and approved invoices. The maximum amount of this contract shall not exceed \$34,141.37.

Payment #	Amount	Condition
1	\$15,313.10	Has been made.
2	\$18,828.27	Shall be made upon receipt and approval of the second progress and expenditure reports.

This document constitutes an amendment to the above numbered contract. All provisions of that contract, except those that are explicitly change above by this amendment, shall remain in full force and effect.

Smallpox Mass Vaccination Planning Budget
Amended CDC Cooperative Agreement
(Enhancing Bioterrorism Emergency Response Capacities)
(April 1, 2002 – August 30, 2003)
July 30, 2003

<u>Description</u>	<u>Budget</u>
Overtime Salaries	\$ 1,000.00
Part Time Salaries	3,152.00
Fringe Benefits (12%)	498.00
Professional Services	9,000.00
Postage	200.00
Travel/Mileage	100.00
Printing/Binding	200.00
Office Supplies	250.00
Administrative Fee	300.00
Audit	300.00
<hr/>	
GRANT TOTAL	\$15,000.00

Contract:

SECRETARIAL CERTIFICATION OF AUTHORIZED SIGNATURE

_____ of
(Name and Title of Certifying Official/Secretary)

_____, a Corporation organized
(Name of Contractor/Corporation)

and existing under the laws of the State _____ hereby certify pursuant to a resolution
of _____

adopted at a meeting of the Board of Directors, on _____ day of _____ 20_____
the _____

at _____
(Location)

that _____ and in his/her absence,
(Authorized Official/Name and Title)

_____ have been empowered to sign contracts and any
or it's amendments hereto, on behalf of the Corporation, between the Corporation and the
Department of Public Health successor agency, AND I DO FURTHER CERTIFY that the above resolution
has not been in anyway altered, amended or repealed and is now in full force or effect.

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

SIGNATURE (Certifying Official)

Name & Title of Certifying Official (Type or Print)

Corporate Body Legal Seal:

INSTRUCTIONS FOR SIGNING
SECRETARIAL CERTIFICATION OF AUTHORIZED SIGNATURE PAGE

1. The name and title of the Official or Corporation Secretary *must* be entered. This cannot be the person who signed the contract.
2. Corporation name/contractor, no abbreviations unless it is legally abbreviated in the charter. Exception: Corp. is a legal abbreviation.
3. Enter state of incorporation.
4. Enter the date, month, year, and location where the resolution was passed. The date must be on or before the date the contract was signed.
5. Enter the legal name and title of the major signatory.
6. Enter the name of the secondary person who would be empowered to sign in the absence of the primary person (if any authorized by the board).
7. Enter the date the certification was signed.
8. Enter the secretary or authorized Official's signature. The date must be on or after the date the contract was signed.
9. Affix the Corporate body seal. If the corporation does not have an official seal type the abbreviation [L.S.].

IMPORTANT:

10. Name of Certifying Official must be typed exactly the same at the beginning of Document as at the end of the Document. Signature must match typed name exactly.

(White-out is not acceptable!)***

11. Name of person signing contract must be typed exactly the same in both the Corporate Certification and the Acceptances and Approvals pages. Signature must match typed name exactly on Acceptances and Approvals page. (e.g. If name is typed with middle initial it must be signed with middle initial)

(White-out is not acceptable!)***

***(We can supply you with additional blank forms if necessary.)

Terms and Conditions

EXECUTIVE ORDERS

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or 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. 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.

I. NON-DISCRIMINATION

(a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority as such term is defined in subsection (a) of Conn., Gen. Stat. § 32-9n; and "good faith" means that degree of diligence which a reasonable person who 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 or persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by 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 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. § 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 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, 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 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 provision of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The 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. § 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 enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

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

(h) The contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; 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.

INSURANCE

The contractor agrees that while performing services specified in this agreement that he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.

STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Centers for Disease Control and Prevention, through the Connecticut Department of Public Health has made grant funds available to local health departments to provide for the assessment of local health emergency response capability, the development of local and regional response plans and the training of local health department staff, for the period of April 1, 2002 through August 30, 2003; and

WHEREAS, for the time period of April 1, 2002, through August 30, 2003, grant funds not to exceed \$19,141.37, requiring no local match, were made available to the Danbury Health and Housing Department for the Bioterrorism Response Preparedness Grant; and

WHEREAS, an additional \$15,000.00 will be made available to the Danbury Health and Housing Department for the purpose of developing a regional smallpox mass vaccination plan where the City of Danbury is the region; and

WHEREAS, for the time period of April 1, 2002 through August 20, 2003, amended grant funds not to exceed \$34,141.37, requiring no local match, will be made available to the Danbury Health and Housing Department for the Bioterrorism Response Preparedness Grant; and

WHEREAS, the Danbury Health and Housing Department will provide the assessment, planning and training services called for in the Grant.

NOW, THEREFORE, BE IT RESOLVED THAT, Mark D. Boughton, Mayor of the City of Danbury or William J. Campbell Director of Health, as his designee, is authorized to apply for said grant and to accept the grant award on behalf of the City of Danbury, if such award is made. Any prior actions of the Mayor or the Director of Health regarding this application are hereby ratified.

BE IT FURTHER RESOLVED THAT Mayor Mark D. Boughton is hereby authorized to make, execute and approve on behalf of the City of Danbury all contracts / agreements or amendments thereof, which do not require expenditure of the City funds, with the Connecticut Department of Public Health regarding said grant, and to take all actions necessary to accomplish the purposes of the grant.



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 *Dena*
RE: RESOLUTION – LOCAL LAW ENFORCEMENT GRANT
DATE: July 30, 2003

Attached for your review is a resolution that allows the City of Danbury Police Department to apply for and accept grant funding from the U.S. Department of Justice Assistance (BJA). This grant in the amount of \$21,400 requires a local match of \$2,568. The funding for the local match is available in the Police Department budget.

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

DD/jgb

Cc: Robert L. Paquette
Lt. Peter Gantert



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the U.S. Department of Justice, Bureau of Justice Assistance (BJA) under the Fiscal Year 2003 Omnibus Appropriations Act (Pub. L. 104 208) has advised the City of Danbury of its eligibility to apply to BJA for a direct award of \$21,400.00 under this program with a local cash match of \$2,568.00 required; and

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

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

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



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

DEPARTMENT OF POLICE
120 MAIN STREET

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

July 15, 2003

To: Robert L. Paquette
Chief of Police

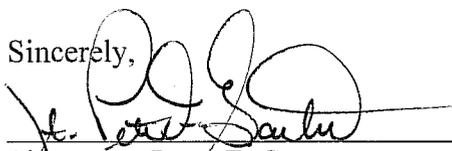
From: Lieutenant Peter F. Gantert
Community Services Division

RE: FY 2003 Local Law Enforcement Block Grant program

IMPACT STATEMENT

Currently FY 2002 LLEBG grant funds are available to the city. The award is in the amount of **\$21,400.00** and will require the city to authorize matching funds in the amount of **\$2,568.00**; bringing the total for the grant award to **\$23,968.00**.

Sincerely,



Lieutenant Peter F. Gantert
Commanding Officer – Community Services Division



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

DEPARTMENT OF POLICE
120 MAIN STREET

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

July 15, 2003

To: Robert L. Paquette
Chief of Police
From: Lieutenant Peter F. Gantert
Community Services Division
RE: Local Law Enforcement Block Grant FY 2003

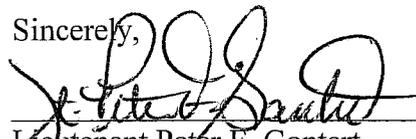
Chief Paquette,

On August 4, 2003, FY 2003 LLEBG grant funds will become available to the city. The award is in the amount of **\$21,400.00** with a city match of **\$2,568.00** bringing the total for the grant to **\$23,968.00**. The application process for this funding opportunity will close on August 28, 2003.

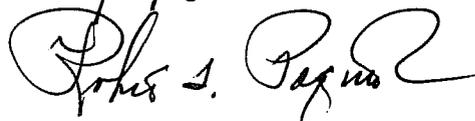
The funds will be used for procuring equipment, technology and or other material directly related to the basic Law Enforcement functions. Needs have not yet been identified due to grant requirements of a meeting of the Advisory Board and outcome of a public hearing. I am requesting that I be given permission to apply for this funding opportunity.

Along with this letter I have attached an impact statement based on the information available at this time. Due to this funding opportunity opening after this months' Common Council meeting and closing prior to their next meeting, I am unable to attach a copy of the application for this funding opportunity. If given permission as in years past I will forward a copy of this application to your officer once completed.

Sincerely,



Lieutenant Peter F. Gantert
Commanding Officer - Community Services Division

Approved 7/18/03




RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the U.S. Department of Justice, Bureau of Justice Assistance (BJA) under the Fiscal Year 2003 Omnibus Appropriations Act (Pub. L. 104 208) has advised the City of Danbury of its eligibility to apply to BJA for a direct award of \$21,400.00 under this program with a local cash match of \$2,568.00 required; and

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

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

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



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

August 22, 2003

To: Mayor Mark Boughton
Members of Common Council

From: Planning Commission

Re: 8-24 Referral/ August CC Agenda Item 5 – Resolution for East Gate Storm Drainage Easements.

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 August 20, 2003 meeting, the Planning Commission made a motion to give a positive recommendation based on the Planning Director's report.

Joseph Justino
Chairman

JJ/jr

Attachment

c: Engineering Dept.
Corporation Counsel



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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

July 30, 2003

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

Dear Mayor Boughton and Common Council Members:

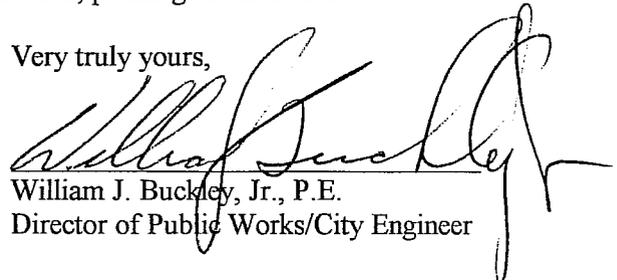
East Gate Road Storm Drainage Easements

Enclosed please find copies of the two easement maps and proposed legal descriptions prepared by our department for storm drainage easements required to address a storm drainage problem on East Gate Road. The easements required are as follows:

Lot No. G09041	Eileen G. Limoncelli and Joel J. Limoncelli 25 East Gate Road
Lot No. G09042	Thomas J. Lombardi and Cindy K. Lombardi 23 East Gate Road

We would appreciate if you would authorize the Corporation Counsel's office to take the steps necessary to acquire these easements. If you have any questions, please give me a call.

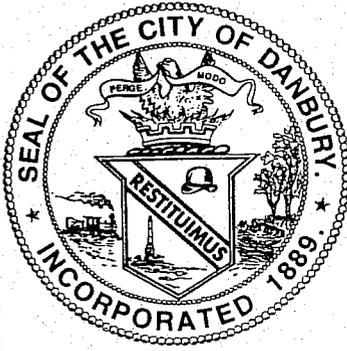
Very truly yours,



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

WJB/PAE/pe
Encl.

C: Eric L. Gottschalk, Esq., with encl.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury seeks to correct drainage problems on East Gate Road; and

WHEREAS, it will be necessary to acquire interest in and to real property as set forth in the Schedules A and B attached hereto containing the legal descriptions of the properties involved; and

WHEREAS, eminent domain proceedings will be necessary if the City Of Danbury cannot agree with the owners of said properties upon the amount, if any, to be paid for their respective interests to be taken in and to the real property listed on said schedules.

NOW, THEREFORE, BE IT RESOLVED THAT the Corporation Counsel of the City Of Danbury is hereby authorized to acquire on or prior to February 1, 2004, property interests as set forth in the attached legal descriptions either by negotiation or by eminent domain through the institution of suit against the named property owners, their heirs, executors, successors and assigns and their respective mortgage holders and encumbrances, if any.

**A 15 FEET WIDE DRAINAGE EASEMENT
JOEL J. LIMONCELLI AND EILEEN G. LIMONCELLI
25 EAST GATE ROAD (TAX ASSESSOR'S LOT No. G09041)**

A certain piece or parcel of land containing 4,153 square feet (0.0953 Acre), more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut at 25 East Gate Road and known as Tax Assessor's Lot No. G09041 (portion of) bounded and described as follows:

Commencing at a point on the easterly street line of East Gate Road, which point is the southwesterly corner of land of the Grantors and the southwesterly corner of land herein described, thence running northerly along the easterly street line of East Gate Road on a curve to the right with a delta angle of $00^{\circ} 39' 26''$, a radius of 1312.11 feet and length of curve of 15.048 feet to a point, thence turning and running easterly through the land of the Grantors N. $69^{\circ} 37' 40''$ E. a distance of 277.76 feet to a point on the easterly boundary line of the Grantors, thence turning and running southerly along the easterly boundary line of land of the Grantors S. $18^{\circ} 23' 40''$ E. a distance of 15.01 feet to the southeasterly corner of land of the Grantors, thence turning and running westerly along the southerly boundary line of land of the Grantors S. $69^{\circ} 37' 40''$ W. a distance of 276.04 feet to the point or place of beginning.

Bounded:

Northerly : By land of the Grantors.

Easterly : By land now or formerly of M Credit, Inc.

Southerly : By land now or formerly of Thomas J. Lombardi and Cindy K. Lombardi.

Westerly : By East Gate Road.

For a more particular description reference is made to a map entitled " Map Showing Proposed 15 Ft. Wide Drainage Easement Through the Land of Eileen G. Limoncelli and Joel J. Limoncelli 25 East Gate Road, Danbury, Connecticut Scale: 1" = 20' July 23, 2003" prepared by the Engineering Department of the City of Danbury and certified substantially correct by Ireneo H. Despojado, P.E.&L.S. No. 12050, which map is to be filed in the Danbury Land Records.

**A 15 FEET WIDE DRAINAGE EASEMENT
JOEL J. LIMONCELLI AND EILEEN G. LIMONCELLI
25 EAST GATE ROAD (TAX ASSESSOR'S LOT No. G09041)**

A certain piece or parcel of land containing 4,153 square feet (0.0953 Acre), more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut at 25 East Gate Road and known as Tax Assessor's Lot No. G09041 (portion of) bounded and described as follows:

Commencing at a point on the easterly street line of East Gate Road, which point is the southwesterly corner of land of the Grantors and the southwesterly corner of land herein described, thence running northerly along the easterly street line of East Gate Road on a curve to the right with a delta angle of $00^{\circ} 39' 26''$, a radius of 1312.11 feet and length of curve of 15.048 feet to a point, thence turning and running easterly through the land of the Grantors N. $69^{\circ} 37' 40''$ E. a distance of 277.76 feet to a point on the easterly boundary line of the Grantors, thence turning and running southerly along the easterly boundary line of land of the Grantors S. $18^{\circ} 23' 40''$ E. a distance of 15.01 feet to the southeasterly corner of land of the Grantors, thence turning and running westerly along the southerly boundary line of land of the Grantors S. $69^{\circ} 37' 40''$ W. a distance of 276.04 feet to the point or place of beginning.

Bounded:

Northerly : By land of the Grantors.

Easterly : By land now or formerly of M Credit, Inc.

Southerly : By land now or formerly of Thomas J. Lombardi and Cindy K. Lombardi.

Westerly : By East Gate Road.

For a more particular description reference is made to a map entitled " Map Showing Proposed 15 Ft. Wide Drainage Easement Through the Land of Eileen G. Limoncelli and Joel J. Limoncelli 25 East Gate Road, Danbury, Connecticut Scale: 1" = 20' July 23, 2003" prepared by the Engineering Department of the City of Danbury and certified substantially correct by Ireneo H. Despojado, P.E.&L.S. No. 12050, which map is to be filed in the Danbury Land Records.

**A 7.50 FEET WIDE DRAINAGE EASEMENT
THOMAS J. LOMBARDI AND CINDY K. LOMBARDI
23 EAST GATE ROAD (TAX ASSESSOR'S LOT No. G09042)**

A certain piece or parcel of land containing 2,067 square feet (0.0475 Acre), more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut at 23 East Gate Road and known as Tax Assessor's Lot No. G09042 (portion of) bounded and described as follows:

Commencing at a point on the easterly street line of East Gate Road, which point is the northwesterly corner of land of the Grantors and the northwesterly corner of land herein described, thence running easterly along the northerly boundary line of the Grantors N. 69° 37' 40" E. a distance of 276.04 feet to the northeasterly corner of land of the Grantors, thence turning and running southerly along the easterly boundary line of the Grantors S. 18° 23' 40" E. a distance of 7.50 feet to a point, thence turning and running westerly through the land of the Grantors S. 69° 37' 40" W. a distance of 275.24 feet to a point on the easterly street line of East Gate Road, thence turning and running northerly along the easterly street line of East Gate Road on a curve to the right with a delta angle of 00° 19' 42", a radius of 1312.11 feet and length of curve of 7.519 feet to the point or place of beginning.

Bounded:

Northerly : By land now or formerly of Joel J. Limoncelli and Eileen G. Limoncdelli.

Easterly : By land now or formerly of M Credit, Inc.

Southerly : By land of the Grantors.

Westerly : By East Gate Road.

For a more particular description reference is made to a map entitled "Map Showing Proposed 7.5 FT. Wide Drainage Easement Through the Land of Thomas J. Lombardi and Cindy K. Lombardi 23 East Gate Road, Danbury, Connecticut Scale: 1" = 20' July 29, 2003" prepared by the Engineering Department of the City of Danbury and certified substantially correct by Ireneo H. Despojado, P.E.&L.S. No. 12050, which map is to be filed in the Danbury Land Records.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury seeks to correct drainage problems on East Gate Road; and

WHEREAS, it will be necessary to acquire interest in and to real property as set forth in the Schedules A and B attached hereto containing the legal descriptions of the properties involved; and

WHEREAS, eminent domain proceedings will be necessary if the City Of Danbury cannot agree with the owners of said properties upon the amount, if any, to be paid for their respective interests to be taken in and to the real property listed on said schedules.

NOW, THEREFORE, BE IT RESOLVED THAT the Corporation Counsel of the City Of Danbury is hereby authorized to acquire on or prior to February 1, 2004, property interests as set forth in the attached legal descriptions either by negotiation or by eminent domain through the institution of suit against the named property owners, their heirs, executors, successors and assigns and their respective mortgage holders and encumbrances, if any.



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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

July 14, 2003

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

Dear Common Council Members:

Federal Local Bridge Program
State Project No. 34-270
City Project No. 93-29
Replacement of the Thorpe Street Extension Bridge
First Supplemental State/City Construction Agreement

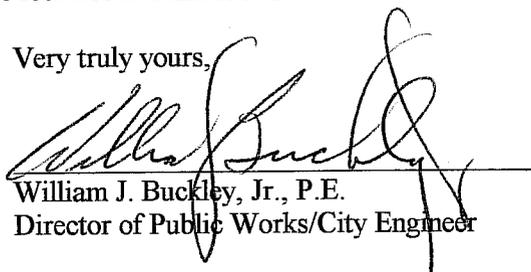
The above noted bridge replacement is being funded 100% by State and Federal Local Bridge Programs.

Bids for the replacement construction have been received. The bid results necessitated the issuance of the attached First Supplemental State/City Construction Agreement which agreement increases the amount of reimbursement to be made to the City of Danbury. The revised grant amount also includes a contingency.

We hereby request that the Common Council authorize Mayor Mark D. Boughton to sign the First Supplemental State/City Construction Agreement.

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

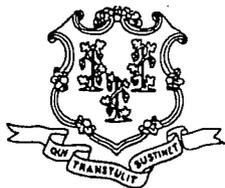
Very truly yours,



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

Encl.

- C: Honorable Mark D. Boughton, with encl.
- Laszlo L. Pinter, Esq., with encl.
- Dena R. Diorio, with encl.



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

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

Phone:

June 26, 2003



RECEIVED

JUL 01 2003

ENGINEERING DEPT.

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

Dear Ms. Ellsworth:

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

Enclosed are two copies of a First Supplemental Agreement between the State and the City for the construction phase of the bridge project. This Supplemental increases the grants in line with the recent bid and provides for contingencies. For the execution of the Supplemental Agreement, please note the following:

1. A resolution is needed authorizing the Mayor -- by name and title -- to sign the First Supplemental Agreement. For consistency, please see that the Mayor's name appears on the resolution as shown in the preamble and signatory pages of the Supplemental. A copy of the resolution -- certified and sealed by the City Clerk -- must be returned with the signed copies of the Supplemental.
2. The Mayor's signature and those of two witnesses should be affixed to both copies of the Supplemental Agreement. The witnesses should sign in the same order on both copies and their names should be typed beneath their signatures.
3. Please emboss the City seal on both copies near the Mayor's signature.

Please return both signed originals of the Supplemental and a sealed copy of the resolution to Denis Jones at Close, Jensen and Miller so that we can continue to process them for State signatures. A fully executed copy of this Supplemental Agreement will be returned to you upon its completion by the State. If you have a question regarding this matter, please contact Mr. Jones or Mr. Ewald Walz at telephone number (860) 563-9375.

Very truly yours,

Joseph C. Cancelliere
Transportation Supervising Engineer
Bureau of Engineering and
Highway Operations

Enclosures

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

State Project No. 34-270

Federal Project No. BRZ-6034(6)

THIS FIRST SUPPLEMENTAL AGREEMENT, concluded at Newington, Connecticut, this day of _____, 2003, by and between the State of Connecticut, Department of Transportation, James F. Byrnes, Jr., Commissioner, acting herein by Arthur W. Gruhn, P.E., Chief Engineer, Bureau of Engineering and Highway Operations, duly authorized, hereinafter referred to as the State, and the City of Danbury, 155 Deer Hill Avenue, Danbury, Connecticut 06810, acting herein by Mark D. Boughton, its Mayor, hereunto duly authorized, hereinafter referred to as the Municipality.

WITNESSETH, THAT,

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

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

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

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

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

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

WHEREAS, the parties hereto executed an Agreement, No. 8.06-01(01), dated August 23, 2001, hereinafter referred to as the Original Agreement; and

WHEREAS, the parties hereto desire to amend the Original Agreement to reflect a change in reimbursement policy and to reflect the actual bid prices of the contract.

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

1. That Article (31) in Section 2 of the Original Agreement is hereby amended by deleting the second and third sentences thereof.

2. That Article (40) in Section 2 of the Original Agreement is hereby deleted and the following is substituted in lieu thereof:

(40) That the total estimated cost for the construction phase of the Project is Nine Hundred Eighteen Thousand Dollars (\$918,000).

The maximum amount of reimbursement to the Municipality under the terms of this Agreement is Nine Hundred Eighteen Thousand Dollars (\$918,000) for costs identified in Items (a) and (b) below, unless revised under the provisions of Article (30) in Section 2 of the Original Agreement.

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

(a) Contract Items and Contingencies	\$ 798,261
(b) Allowable Incidentals to Construction	\$ 119,739
(c) Total Cost of Project Construction [(a) + (b)].....	\$ 918,000
(d) Federal and State Local Bridge Proportionate Share of the Total Project Construction Cost [100% of (c)].....	\$ 918,000
(e) Maximum Amount of Federal Reimbursement to the Municipality [80% of (c)]	\$ 734,400
(f) Maximum Amount of State Local Bridge Reimbursement to the Municipality [20% of (c)]	\$ 183,600
(g) Estimated Amount of Municipal Cost [0% of (c)].....	\$ 0.00

NON-PARTICIPATING COSTS (No Federal or State Reimbursement)

Construction items not included in Item (a) \$ 0.00

3. That Section 3.1 of the Original Agreement is hereby amended by deleting the amount "One Hundred Sixty-Six Thousand Dollars (\$166,000)" appearing therein and substituting the amount "One Hundred Eighty-Three Thousand Six Hundred Dollars (\$183,600)" in lieu thereof.

4. That Section 3.2 of the Original Agreement is hereby amended by deleting the amount "Eight Hundred Thirty Thousand Dollars (\$830,000)" appearing therein and substituting the amount "Nine Hundred Eighteen Thousand Dollars (\$918,000)" in lieu thereof.

5. That Section 3.3 of the Original Agreement is hereby amended by deleting the amount "Eight Hundred Thirty Thousand Dollars (\$830,000)" appearing therein and substituting the amount "Nine Hundred Eighteen Thousand Dollars (\$918,000)" in lieu thereof.

6. That all other terms, provisions and conditions of the Original Agreement not specifically amended, modified or deleted herein shall remain in full force and effect.

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

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
JAMES F. BYRNES, JR.
COMMISSIONER

Name:

By: _____ (Seal)

Arthur W. Gruhn, P.E.
Chief Engineer
Bureau of Engineering and
Highway Operations

Name:

Date: _____

WITNESSES:

CITY OF DANBURY

Name:

B: _____ (Seal)

Mark D. Boughton
Mayor

Name:

Date: _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date: _____



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

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

Thorpe Street Extension Bridge

That Mark D. Boughton, Mayor of the City of Danbury, is hereby authorized to execute the FIRST SUPPLEMENTAL AGREEMENT BETWEEN THE STATE OF CONNECTICUT AND THE CITY OF DANBURY FOR THE CONSTRUCTION, INSPECTION AND MAINTENANCE REQUIRED IN CONJUNCTION WITH THE REPLACEMENT OF THE THORPE STREET EXTENSION BRIDGE (BRIDGE NO. 05097) OVER KOHANZA BROOK, together with such other documents as may be necessary for the accomplishment of the purposes thereof.



7

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

July 30, 2003

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

I hereby submit for your confirmation the appointment of the following individuals to the Lake Kenosia Commission with a term to expire May 1, 2006:

K. T. Shartouni [U]
54 Kenosia Avenue
P.O. Box 4383
Danbury, CT 06813

Marie D. Carroll [D]
15 Willow Pond Road, Jensen's Lakeview
Danbury, CT 06810

Mr. Shartouni is a civil engineer and a neighbor of Lake Kenosia who is interested in preserving the water quality and recreational use of the lake. Mrs. Carroll is retired and a neighbor of Lake Kenosia who is interested in preserving the water quality and recreational use of the lake. A Danbury native, Mrs. Carroll is a life member of the VFW Auxiliary and active in the AARP and Saint Peter's Parish.

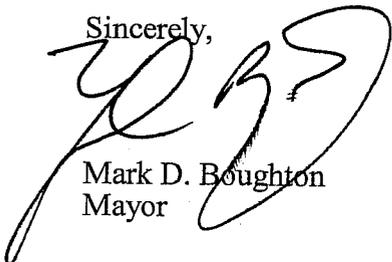
I also submit for your confirmation the reappointment of the following individual to the Lake Kenosia Commission for a term to expire May 1, 2006:

Carole Elder [D]
128 Lake Place South
Danbury, CT 06810

Ms. Elder has served faithfully as a member of the Lake Kenosia Commission and is a dedicated advocate for the preservation of Lake Kenosia.

Thank you for your consideration of this appointment.

Sincerely,


Mark D. Boughton
Mayor



8

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

July 30, 2003

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Common Council Members:

I hereby submit for your confirmation the reappointment of the following individual to the Aviation Commission with a term to expire July 1, 2006:

John N. Ashkar (R)
29 Fairmount Drive
Danbury, CT 06811

Mr. Ashkar currently serves as chairman of the Aviation Commission and regularly attends meetings.

Thank you for your consideration of this appointment.

Sincerely,



Mark D. Boughton
Mayor



9

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

July 30, 2003

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Common Council Members:

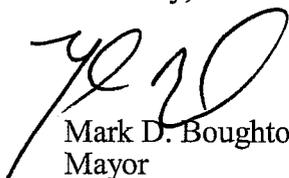
I hereby submit for your confirmation the reappointment of the following individual to the Parking Authority with a term to expire July 1, 2008:

Frank J. Cappiello (R)
3 Richter Drive
Danbury, CT 06811

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

Thank you for your consideration of this appointment.

Sincerely,



Mark D. Boughton
Mayor



10

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

July 30, 2003

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Common Council Members:

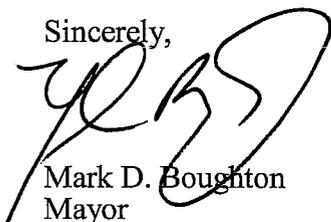
I hereby submit for your confirmation the appointment of the following individual to fill a vacancy created by the resignation of David Furtado as a Member of the Environmental Impact Commission with a term to expire December 1, 2003:

William J. Mills [D]
15 Benson Drive
Danbury, CT 06810

Mr. Mills is retired and is active in the community with a special interest in environmental issues.

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

July 30, 2003

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Common Council Members:

I hereby submit for your confirmation the reappointment of the following individuals to the Conservation Commission with a term to expire July 1, 2006:

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

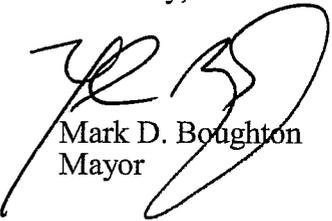
Richard J. Hale (D)
17 Buckskin Heights Drive
Danbury, CT 06811

Mr. Klecha currently serves as chairman of the Conservation Commission and regularly attends meetings. Frank is a dedicated advocate for open space preservation and is active in many community organizations.

Mr. Hale regularly attends meetings and is very active in the Conservation Commission activities.

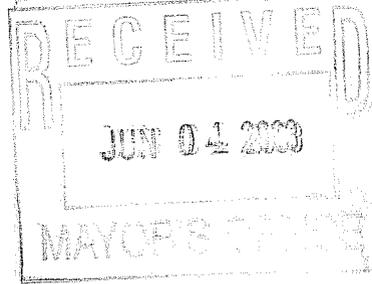
Thank you for your consideration of this appointment.

Sincerely,


Mark D. Boughton
Mayor

12

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

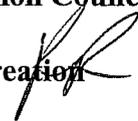


HATTERS COMMUNITY PARK
7 EAST HAYESTOWN ROAD
DANBURY, CONNECTICUT 06811

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

MEMORANDUM

TO: Mayor Mark Boughton & Members of Common Council

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

DATE: June 4, 2003

RE: DONATION – DANBURY WESTERNERS

Please accept this donation from the Danbury Westerners in the amount of \$1500.00. The money is to be used for field improvement at Rogers Park Lighted ball field, home of the Westerners.

Please re-appropriate the \$1500.00 to account #7002.5633 – Agricultural Materials & Supplies.

Thank you for your consideration. I have sent the check to the Finance Director.

**Cc: Dena Diorio, Finance Director
(check attached)**

DANBURY WESTERNERS

"A Community Partnership"

"To promote, foster and cultivate the amateur sport of baseball for collegiate athletes by operating an amateur baseball team in Danbury, Connecticut. The student athletes will provide amateur baseball entertainment for the community."

May 29, 2003

Robert G. Ryerson
Director of Parks Recreation/Forestry Department
City of Danbury
155 Deer Hill Ave
Danbury, CT 06810

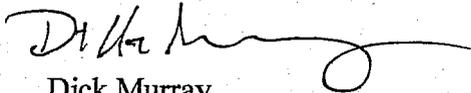
RE: 2003 Danbury Westerners Baseball Franchise \$1,500 Gift

Dear Bob,

Please accept the enclosed \$1,500 Gift on behalf of the Danbury Westerners Baseball Franchise, Inc. 2003 Major, Banner and Grand Slam Sponsors.

The gift is a donation to be used to improve the Rogers Park Lighted Baseball Field, as you feel necessary.

Sincerely,



Dick Murray
President,
Danbury Westerners Baseball Franchise, Inc.

encl.

EXECUTIVE BOARD

Dick Murray, President
Mario Tiani, VP/General Manager
Chris Miller, Secretary
C. Everts Mangan, Treasurer
Chris Arconti, Marketing Director

BOARD OF DIRECTORS

Bill Bey
Bart Busterna
Dean Danigelis
Michael Driscoll
Tom Dyer
Marty Kochanov
Tim Kolodziej
Rich LaPine
Michael Malone
Bob McCloud
Martin Medford
Ryan Morley
Shaun Ratchford
Dan Rocco
Kay Schreiber
Richard Sullivan
Neil Wagner
Terry Whalen
Mark Zaleski

EX-OFFICIO

Moe Morhardt

ADVISORS

Mayor Mark D. Boughton
Gene F. Eriquez
Mary Ann Frede
John Jowdy
Robert G. Ryerson
Wayne Shepperd

WEB MASTER

Jim Stout



"Real Dreams...Real Baseball"
P.O. BOX - 3828 Danbury, CT 06813-3828
WWW.Danburywesterners.com



CITY OF DANBURY

FIRE DEPARTMENT

19 NEW STREET

DANBURY, CONNECTICUT 06810

Peter Sיעienski
Fire Chief

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

July 28, 2003

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

Re: Donations to the Fire Department,

Dear Mayor Boughton and Members of the Common Council,

The Fire Department has received the following donations.

- 1. The Barden Foundation – Two thousand dollars. (\$2,000.00)**
1146 Barnum Ave.
Bridgeport, Ct. 06610
- 2. Danbury Fair Mall – Penny Fund. – Two hundred fifty dollars (\$250.00)**
7 Backus Ave.

These generous donations were made to assist in purchasing a LCD projector for the delivery of fire prevention programs by our Fire Marshals office. I would ask that these generous donations be accepted at the August meeting of the Common Council and deposited to fire department line item 2010.5703 Educational equipment.

- 3. Marcus Dairy Bar, Inc. - Two thousand five hundred dollars (\$2,500.00)**

This generous donation was made to assist in purchasing defibrillation equipment. I would ask that this generous donation be accepted at the August meeting and deposited into line item 2010.8023 Laboratory Equipment

**4. United Way of Central Naugatuck Valley – Ninety-two dollars and 50
P.O. Box 2688 cents (\$92.50)
Waterbury, Ct. 06723**

I would ask that this donation be accepted and deposited into line item 2010.5036
Volunteer training.

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

Respectfully submitted,

Peter J. Siecienski, Fire Chief
Fire Chief

July 23, 2003

Mayor Mark D. Boughton

Danbury City Hall

Dear Mayor Boughton:

We have received a donation from Edyce D. Hornig, 46 Britannia Drive, Danbury 06811 in the amount of \$22.00.

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

Sincerely,



Elizabeth McDonough
Director

c: Common Council - c/o J. Samaha ←
D. Diorio - Director of Finance



15

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

July 29, 2003

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

Dear Mayor Boughton and Members of the Common Council:

The following donations of \$ 345.00 have been sent to the Department of Elderly Services for the use of the Danbury Senior Center.

Federation of the Blind	100.00
Almost Family	50.00
East Hill Woods	35.00
AAUW (Danbury)	25.00
Brookfield Senior Citizens	35.00
Harborside Danbury	25.00
Filosa Care Center	25.00
Redding Life Care	50.00

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

Respectfully,

Susan Tomanio Turner, LCSW
Director of Elderly Services



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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: Hon. Mark D. Boughton via the Common Council

FROM: Dena Diorio, Director of Finance *Dena*

DATE: July 11, 2003

CERTIFICATION

SUBJECT: Reappropriation of Funds – Animal Control Fund

As is customary after the close of the fiscal year, because of the accounting regulations, purchase orders that are encumbered to the Animal Control Fund are carried forward to the new budget unless they have been completed prior to the end of the fiscal year.

This year, \$22,678.55 in purchase orders were carried over into the 2003-2004 fiscal year budget. We would ask that at its August meeting, the Common Council approve the reappropriation of \$22,678.55 from the Animal Control Fund's Fund Balance.

The purchase orders affected are as follows:

PO# 20644	Animal Care Equipment	\$104.00
PO# 20992	Blue Seal Feeds	\$665.55
PO# 21494	Interstate Ford	<u>\$21,909.00</u>
Total		\$22,678.55

Please contact me should you require any additional information.

Thank you.



17

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

July 29, 2003

Memo To: Honorable Mark Boughton
Via the Common Council

From: Susan Tomanio Turner, LCSW 
Elderly Services

Re: Reappropriation of Donated Funds

I hereby request a transfer of funds in the amount of \$ 701.00 from the Elderly Services donations account to the Commission on Aging budget for the following accounts:

Office Supplies	500.00
Professional Services Fees	201.00

The Director of Finance has advised me that these funds exist in my account and she will provide you with her certification.

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

DATE: July 30, 2003
TO: Hon. Mark D. Boughton via the Common Council
FROM: Dena Diorio, Director of Finance *Dena*
RE: Commission on Aging **CERTIFICATION**

I hereby certify the availability of \$701.00 to be transferred from the Elderly Services Donations Revenue Account to the Commission on Aging budget to the following accounts:

Professional Service Fees	5002.5311	\$500.00
Office Supplies	5002.5601	201.00

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

/jgb



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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: Hon. Mark D. Boughton via the Common Council

FROM: Dena Diorio, Director of Finance *Dena*

DATE: July 29, 2003

SUBJECT: Funds for Parks & Recreation **CERTIFICATION**

Per the attached request from the Director of Parks and Recreation, Bob Ryerson, I hereby certify the availability of \$12,405 to be transferred from the Insurance & Official Bond Premium, Auto Insurance Deductible Expense, 8008.5815 to the following line item in the Department of Parks and Recreation:

7002.5040 Part-Time \$12,405

Please feel free to contact me should you require any additional information.

Thank you.

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

HATTERS COMMUNITY PARK
7 EAST HAYESTOWN ROAD
DANBURY, CONNECTICUT 06811

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

M E M O R A N D U M

TO: Mayor Mark Boughton & Members of the Common Council

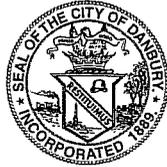
FROM: Robert G. Ryerson, Director of Parks & Recreation 

DATE: July 29, 2003

RE: Transfer of Funds

Dena Diorio, Finance Director, has indicated to me that I need Common Council approval for the transfer of \$12,405 to account 7002.5040 (Part-Time Salaries) to balance the year ending negative balance. She has certified funds are available, and I request your favorable approval.

Cc: Dena Diorio
City Clerk ✓



19

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 *Dena*

DATE: July 25, 2003

SUBJECT: Water and Sewer Fund Reappropriations **CERTIFICATION**

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

Based on a preliminary financial statement that will be issued to our auditors, I hereby certify the availability of \$203,344.84 to be reappropriated to the Water Fund accounts and \$304,382.31 to the Sewer Fund accounts as per the attached listing. Please place this item on the agenda for the Common Council's August meeting.

Please feel free to contact me should you require any additional information. Thank you.

C: Mario Ricozzi

**WATER FUND
REAPPROPRIATION**

2002-2003

ACCOUNT NUMBER	PROJECT	AMOUNT
9802.8007	STRUCTURES & IMPROVEMENTS-PUMP	67,895.00
9802.8008	ELECTRIC PUMPING EQUIPMENT	14,262.00
9802.8014	TRANSMISSION & DISTRUBUTION	74,010.00
9804.5339	OPER,SUPER,ENGINEERING SOURCE	23,382.31
9806.5554	MAINT STRUCTURES & IMP-WATER	1,462.00
9806.5555	MAINTAIN WATER TREATMENT	12,934.40
9807.5556	MAINTAIN STRUCTURES T&D	2,150.00
9807.5684	T&D EXPENSE-MATERIALS	6,420.00
9807.5686	MISC EXPENSE T&D	683.58
9810.5506	MAINTAIN AUTOMOTIVE EQUIP.	145.55
	WATER FUND REAPPROPRIATION	203,344.84

**SEWER FUND
REAPPROPRIATION**

2002-2003

ACCOUNT NUMBER	PROJECT	AMOUNT
9501.5334	OUTSIDE SERVICES	97,297.08
9502.5311	PROFESSIONAL SERVICES	19,528.51
9502.5712	SEWAGE EQUIPMENT	2,348.80
9503.5311	PROFESSIONAL SERVICES	12,309.92
9506.7000.237	ORDER CONTROL SYSTEMS	69,038.00
9506.7000.245	OVERHAUL HEAT EXCHANGERS	103,860.00
	SEWER FUND REAPPROPRIATION	304,382.31

SEWER FUND			
ACCOUNT NUMBER		PO NUMBER	PO'S AMOUNT
9501.5334	OUTSIDE SERVICES	16558	68,073.72
9501.5334	OUTSIDE SERVICES	20015	10,823.36
9501.5334	OUTSIDE SERVICES	21483	18,400.00
			97,297.08
9502.5311	PROFESSIONAL SERVICES	12766	2,051.92
9502.5311	PROFESSIONAL SERVICES	16903	2,600.00
9502.5311	PROFESSIONAL SERVICES	16905	12,343.23
9502.5311	PROFESSIONAL SERVICES	17901	2,533.36
			19,528.51
9502.5712	SEWAGE EQUIPMENT	21433	1,565.00
9502.5712	SEWAGE EQUIPMENT	21447	783.80
			2,348.80
9503.5311	PROFESSIONAL SERVICES	18497	12,309.92
9506.7000.237	ORDER CONTROL SYSTEMS	21482	69,038.00
9506.7000.245	OVERHAUL HEAT EXCHANGERS	21423	4,519.00
9506.7000.245	OVERHAUL HEAT EXCHANGERS	21484	99,341.00
			103,860.00
	SEWER FUND REAPPROPRIATION		304,382.31

**WATER FUND
REAPPROPRIATION
2002-2003**

ACCOUNT NUMBER	PROJECT	AMOUNT	PO NUMBER
9802.8007	STRUCTURES & IMPROVEMENTS-PUMP	26,220.00	20646
9802.8007		41,675.00	20774
		67,895.00	
9802.8008	ELECTRIC PUMPING EQUIPMENT	525.00	14786
9802.8008		13,737.00	18172
		14,262.00	
9802.8014	TRANSMISSION & DISTRUBUTION	48,000.00	20623
9802.8014		26,010.00	21473
		74,010.00	
9804.5339	OPER,SUPER,ENGINEERING SOURCE	8,226.84	17984
9804.5339		6,000.00	19528
9804.5339		1,000.00	19830
9804.5339		5,155.47	20625
9804.5339		3,000.00	21003
		23,382.31	
9806.5554	MAINT STRUCTURES 7 IMP-WATER	1,462.00	21198
9806.5555	MAINTAIN WATER TREATMENT	12,934.40	18810
9807.5556	MAINTAIN STRUCTURES T&D	2,150.00	21316
9807.5684	T&D EXPENSE-MATERIALS	6,420.00	18220
9807.5686	MISS EXPENSE T&D	193.11	21272
9807.5686		490.47	21446
		683.58	
9810.5506	MAINTAIN AUTOMOTIVE EQUIP.	145.55	21425



20

CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

CHARLES J. VOLPE, JR., CPPB
PURCHASING AGENT

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

Memo

To: Honorable Mayor Mark D. Boughton and Members of the Common Council
From: Charles J. Volpe, Jr., Purchasing Agent 
CC: Dena Diorio, Director of Finance
Date: 7/25/2003
Re: Request for Permission – Disposal of Surplus Vehicles, Equipment & Fire Alarm Boxes

The City recently accepted sealed bids for surplus vehicles, equipment and fire alarm boxes. Attached for your information is a copy of the two Bid Result Forms and related bid information. The total of the high bids received for the surplus vehicles and equipment was \$36,927.22, and the total of the high bid for the fire alarm boxes was \$4,415.00.

Pursuant to the requirements set forth by Section 2-153 of the Code of Ordinances, I am requesting your permission to sell the subject surplus items to the highest bidders.

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

Bidder	Tri-state Forestry, Inc.	Karen Sayers	Clay Pierce	Paul Schlemmer	Roy's Towing, Inc.	James Beers	E. Maggioni
Item 1.							
Item 2.							
Item 3.							
Item 4.							
Item 5.			102.00				
Item 6.							
Item 7.							
Item 8.		2,100.00					
Item 9.			1,030.00				
Item 10.			312.00				
Item 11.			522.00				
Item 12.							
Item 13.							
Item 14.							
Item 15.							
Item 16.							
Item 17.							
Item 18.			102.00				
Item 19.							
Item 20.							
Item 21.							
Item 22.							
Item 23.			210.00				
Item 24.							
Item 25.							
Item 26.							
Item 27.		2,000.00					
Item 28.		2,000.00	6,600.00				
Item 29.			3,12.00				
Item 30.							
Item 31.							
Item 32.							
Item 33.							
Item 34.							
Item 35.							
Item 36.							
Item 37.							
Item 38.				503.50			

Attending:
 Awards Committee Initial
 Finance Director
 Corporation Counsel
 Department Head
 AWARDED TO:

1-
 No bids on items 2, 4, 7, 20, 21, 24, 25, 29, 30, 32-36
 Item 38 not being awarded - determined to proceed on
 electrical items. Other items awarded to 456, bidder on
 comments: Awards Committee
 or to contain part of an common council approval.
 If low bid is not bid or award, please specify reasons why it is not acceptable.
 Tax Office
 Purchasing Agent

DATE

Bidder	Item	Price	Quantity	Total	Notes
Coppola Enterprises	Item 1.				
	Item 2.				
	Item 3.				
	Item 4.				
	Item 5.	350.00			
	Item 6.		75.00		
	Item 7.				
	Item 8.	500.00			
	Item 9.	200.00	125.00		
	Item 10.	300.00	125.00	1,520.00	
	Item 11.		15.00	1,020.00	
Item 12.		10.00			
Item 13.					
Item 14.					
Item 15.					
Item 16.		25.00			
Item 17.					
Item 18.					
Item 19.					
Item 20.					
Item 21.					
Item 22.					
Item 23.					
Item 24.					
Item 25.					
Item 26.					
Item 27.			2,180.00		
Item 28.					
Item 29.					
Item 30.					
Item 31.					
Item 32.					
Item 33.					
Item 34.					
Item 35.					
Item 36.					
Item 37.					
Item 38.				520.00	

Attending:
 Awards Committee Initial

2

Finance Director
 Corporation Counsel
 Department Head
 AWARDED TO:

Comments: Awards Committee
 If low bid is not bid of award, please specify reasons why it is not acceptable.
 Tax Office

Purchasing Agent

DATE

Bidder	Item 1.	Item 2.	Item 3.	Item 4.	Item 5.	Item 6.	Item 7.	Item 8.	Item 9.	Item 10.	Item 11.	Item 12.	Item 13.	Item 14.	Item 15.	Item 16.	Item 17.	Item 18.	Item 19.	Item 20.	Item 21.	Item 22.	Item 23.	Item 24.	Item 25.	Item 26.	Item 27.	Item 28.	Item 29.	Item 30.	Item 31.	Item 32.	Item 33.	Item 34.	Item 35.	Item 36.	Item 37.	Item 38.			
State Massena's Stone & Brick																																									
Scott Scazzafava																																									
Noah Butcherplan																																									
David Taricelli																																									
Fred LeMay																																									
Roger Bahan																																									

Attending:
 Awards Committee Initial

— 3 —

Finance Director
 Corporation Counsel
 Department Head
 AWARDED TO:

Comments: Awards Committee
 If low bid is not bid of award, please specify reasons why it is not acceptable.
 Tax Office _____ DATE _____

Purchasing Agent _____ DATE _____

INVITATION TO BID

Sealed Bids will be received by the Purchasing Agent of the City of Danbury at the Purchasing Agent's Office, City Hall, Danbury, CT until 10:00 A.M. on:

Thursday, June 26, 2003 for

Bid #05-02-3-05 "Surplus Vehicles and Equipment"

Specifications may be obtained at the Purchasing Agent's Office, City Hall, 155 Deer Hill Avenue, Danbury, CT 06810.

The City of Danbury is an equal opportunity and affirmative action purchaser, and bids from all vendors, including those from enterprises owned by minorities and women, are encouraged.

The City of Danbury reserves the right to accept or reject any or all Bids, and unless specified otherwise, to award the contract within thirty working days to the Bidder deemed to be for the best interest of the City of Danbury.

Dated: May 22, 2003



Charles J. Volpe, Jr., CPPB
Purchasing Agent
City of Danbury

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Dated: May 22, 2003



Charles J. Volpe, Jr., CPPB
Purchasing Agent
City of Danbury

SERVICES AGREEMENT - AMBULANCE & ADVANCED LIFE SUPPORT SERVICES

CITY OF DANBURY; BUSINESS SYSTEMS, INC.

THIS SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into and effective as of this _____ day of June, 2003, by and between the CITY OF DANBURY, a municipal corporation located in Fairfield County, Connecticut, and organized and existing under the laws of the State of Connecticut, acting herein by HON. MARK D. BOUGHTON, herein duly authorized, hereinafter referred to as the "City"; and BUSINESS SYSTEMS, INC., a corporation located in Danbury, Connecticut and organized and existing under the laws of the State of Connecticut, and an affiliate of DANBURY HEALTH SYSTEMS, INC., said corporation acting herein by FRANK J. KELLY, its President and Chief Executive Officer, herein duly authorized, and said corporation hereinafter referred to as "BSI".

WITNESSETH:

WHEREAS, BSI and the City are parties to an existing services agreement pursuant to which BSI provides paramedic and ambulance services to the City and its residents in connection with said ambulance system and advanced life support service; and

WHEREAS, the City wishes to continue to offer a comprehensive, state-of-the-art system of ambulance and advanced life support services to the residents of the City of Danbury; and

PLEASE EXECUTE AND RETURN TO:

WHEREAS, BSI wishes to continue to assist the City in providing such services, all in accordance with all of the terms and conditions and provisions of this new agreement:

NOW, THEREFORE, for the consideration stated herein and mutually acknowledged, the parties hereto, intending to be fully bound hereby, do hereby agree as follows:

1. DEFINITIONS: Except where the context clearly indicates otherwise, the terms described below shall be construed and interpreted as follows and shall have the following meanings:

a. "EMT" shall mean an individual who has successfully completed and maintains the requirements of Section 19a-179-16a of the Regulations (hereinafter, "Regs.") of Connecticut State Agencies, or any successor Regs., and is certified as an EMT by the Connecticut Office of Emergency Medical Services (hereinafter, "OEMS").

b. "EMT-I" shall mean an individual who has successfully completed and maintains the requirements established for Intermediate level EMT's as provided pursuant to the provisions of Regs. Section 19a-179-16a or any successor Regs., and is certified as an EMT-I by OEMS.

c. "Medical Control" shall mean the active surveillance of mobile intensive care by Danbury Hospital physicians, sufficient for the assessment of overall practice levels as defined by recognized statewide emergency medical service (hereinafter, "EMS") protocols.

d. "MIC-P Unit" shall mean an emergency vehicle equipped in accordance with Regs. Section 19a-179-18(b).

e. "OEMS" shall mean the Connecticut Office of Emergency Medical Services, or any successor State agency.

f. "Paramedic" shall mean an EMT who has successfully completed and maintains the requirements established for paramedics pursuant to the provisions of Regs. Section 19a-179-16a, and is licensed as an EMT-Paramedic by OEMS.

2. TERM: This Agreement shall be and shall remain in effect, subject to the termination provisions of Section 6 hereof, commencing on and as of July 1, 2003, and terminating June 30, 2008. An option of five (5) additional years, commencing July 1, 2008, may be exercised by prior written mutual agreement of the parties.

3. OBLIGATIONS OF BSI: BSI shall:

a. Provide comprehensive day to day operational management of the City's ambulance service. Said service shall include the operation of at least one ambulance at all times. One additional ambulance shall be placed in operation between the hours of 7:00am and 11:30pm seven (7) days per week, and a third ambulance shall be placed in operation between the hours of 10:00am and 6:00pm Monday through Friday. The foregoing hours of ambulance coverage may be modified by the prior written mutual agreement of the parties. In the event that the parties agree to modify the hours of ambulance coverage, compensation to BSI shall be adjusted to reflect the additional

cost of personnel and equipment (or adjusted downward to reflect reduced costs, in the event said modified mutual agreement reduces coverage).

b. Employ and assign a minimum of two (2) individuals to each ambulance, at least one (1) of whom shall be either an EMT or an EMT-I and at least one (1) of whom shall be a paramedic.

c. Employ a sufficient number of paramedics, EMT's and/or EMT-I's, program managers, shift supervisors and billing secretaries and other necessary or appropriate staff, to properly perform the services contemplated in this Agreement and shall, during the term hereof, provide high quality paramedic and ambulance service with and for the City. While it is understood and agreed that BSI may utilize the services of any personnel performing services under this Agreement to perform services for BSI or its affiliates unrelated to this Agreement, with respect to any and all of the aforesaid personnel who perform any services for BSI related to this Agreement, BSI shall strictly allocate to this Agreement only those services and only those wages and benefits and other personnel costs directly associated with such personnel's services under and directly related to this Agreement. (Example: if a secretary performs one-half (1/2) of his services in functions directly related to this Agreement, and one-half (1/2) in connection with or related to functions for BSI or BSI's affiliates unrelated to this Agreement, BSI shall allocate only one-half (1/2) of the costs (direct and indirect, and including benefits and employee-related overhead) of said secretary to this Agreement.) BSI shall maintain time sheets and other indicia of the allocation of BSI staff time to this Agreement, and the City, in consultation with BSI, shall have the right to review relevant BSI timesheets from time-to-time and other indicia of services performed hereunder. BSI shall provide the City with a table of

organization established by BSI and agreed to by the City in BSI's annual budget. In addition to other deployments of resources under this Agreement, BSI shall include in its ambulance deployment one (1) West-side (West side of the City of Danbury) ambulance deployment, as mutually agreed by the parties. Such specific deployment or deployments may be modified from time-to-time by the parties.

d. Cause and require the said paramedics, EMT's and EMT-I's to be trained, certified and supervised, on an ongoing basis so long as this Agreement is in effect, both administratively and medically, by and under the direction of the Emergency/Primary Care Department (or any successor department) of the Danbury Hospital. Training shall include but not be limited to ongoing EMS training and training in defensive driving, and in the City of Danbury Fire Department incident command system protocols and procedures, and in proper documentation procedures required for billing.

e. Assure that the continued employment of all paramedics, EMT's and EMT-I's shall be and shall always remain contingent upon their acceptable performance as determined by the Emergency/Primary Care Department (or any successor department) of the Danbury Hospital, with ongoing input from appropriate officials of the City (e.g., Fire Department management). It is agreed, however, that for good cause shown, the City, acting through its Fire Chief, may require the replacement of any paramedic, EMT or EMT-I who fails to perform the services contemplated herein in a satisfactory manner, including the immediate or urgent replacement of such personnel in an emergency or appropriately serious situation.

f. Assure that all paramedics shall assume medical responsibilities at the scene, subject always to standard orders, protocols and ongoing and real-time medical control provided by physicians at Danbury Hospital, consistent with the paramedics' role as the most highly trained EMS providers at the site of an emergency scene.

g. Provide on-line EMS supervision seven (7) days per week by one of two EMS supervisors to provide direction and supervision to all BSI EMS providers and personnel. Supervisors shall respond to all major incidents and all multiple patient calls (on scene participation). Supervisors shall also respond to selected daily EMS calls as part of a comprehensive system quality improvement and quality control program.

h. BSI shall have no responsibility for the collection of bills issued on behalf of the City. BSI, on an ongoing basis, shall thoroughly train its staff (including but not limited to EMT's and paramedics) to include comprehensive billing information on all calls sheets and shall otherwise diligently train BSI staff to obtain proper and timely billing information; all attempts (consistent with circumstances and medical necessity, etc.) shall be made to obtain accurate and thorough billing information from patients at the scene or otherwise. Every three (3) to five (5) days (and BSI shall use its best efforts to transmit every three (3) days if practicable), BSI shall transmit billing information, on the previous day's calls, to the designated billing company under contract with the City of Danbury.

i. Provide adequate accommodations for all paramedics, EMT's AND EMT-I's while on duty in connection with this Agreement. Said accommodations shall be located at Danbury Hospital or at such other location(s) as may be mutually acceptable and agreed in writing by the parties from time-to-time. It is understood that as part of the West Side (of the City of Danbury) deployment of resources hereunder, the City will provide housing for personnel and vehicles at a West side location agreed to by the parties from time-to-time.

j. Maintain comprehensive and complete and accurate daily incident reports for each and every call received, which records shall include, at a minimum:

- i. the date and time the call was received by BSI;
- ii. the time of arrival of BSI personnel at the scene of the emergency;
- iii. the location of the emergency;
- iv. the condition of the patient upon the arrival of BSI personnel at the scene;
- v. the time of departure from the scene of the emergency;
- vi. the time of arrival at Danbury Hospital;
- vii. treatment rendered at the scene of the emergency;
- viii. treatment rendered during transport;
- ix. time of service re-entry of vehicle and crew;
- x. comprehensive billing information;
- xi. any other information mutually agreed by the parties from time-to-time; and
- xii. BSI shall continue as the City's custodian of Patient Care Reports and shall maintain guardianship thereof on behalf of the City.

k. BSI shall provide a daily staff roster to the Danbury Fire Department on-duty shift commander each day.

l. Prepare, maintain and (not more than fifteen [15] business days after the close of each month) provide to the City, a summary of the data collected with respect to the calls received during such month, and together with a statement of expenditures incurred by BSI during the month directly in connection with services rendered to the City pursuant to this Agreement.

m. Maintain comprehensive vehicle maintenance records and provide them to the City, upon request, but at least annually.

n. Within ninety (90) days after the close of BSI's fiscal year, which fiscal year ends June 30th, BSI shall provide the City with a comprehensive annual report, and a separate copy of same directly to the Danbury Common Council, separately identifying the following information as it relates to the services rendered under this Agreement:

- i. vehicle maintenance records;
- ii. an executive summary of ambulance operations for the prior year;
- iii. a current list of all EMS providers by certification level;
- iv. a statement detailing any legal actions brought against BSI;
- v. detailed information and reports on all quality assurance and quality control programs;
- vi. Detailed information regarding training programs provided to staff.

o. Assure that throughout the term of this Agreement, the services provided hereunder are performed in a manner that complies with all state regulatory requirements for MIC-P Units, as defined in Chapter 368d of the Connecticut General Statutes (Sections 19a-175, et seq., as amended) and Regs. Sections 19a-179-1 through 19a-179-21.

p. Respond to every emergency call in an expeditious manner, and in accordance with Connecticut Department of Motor Vehicles requirements and standards for response times for emergency response, and endeavor, without taking undue or unwarranted safety risks for its personnel or for the general public, to achieve a maximum response time of eight (8) minutes for ninety percent (90%) of all advanced life support calls, consistent with the minimum American Heart Association National Standards for survival time with respect to such calls. It is understood by the parties that BSI's ability to achieve said response times is dependent, in part, upon conditions beyond its control, including but not limited to traffic, mass casualties, and weather and other acts of God.

q. Abide by and respond to requests for mutual aid as outlined from time-to-time in municipal mutual aid agreements to which the City of Danbury is a party.

r. Provide one (1) ambulance at the scene of any working (in progress, etc.) structure fire, building collapse, hazardous materials incident, and at other times at the request of the on-scene City incident commander.

s. Maintain and, when necessary, repair, those City-owned vehicles provided to BSI pursuant to the provisions of Section 4.c. hereof, and maintain comprehensive maintenance records regarding all vehicle maintenance, which records shall be open to inspection by the City. All insurance proceeds actually received by the City relating to such vehicle repairs shall be provided (paid over) to BSI.

t. Provide budget information to the City as prescribed from time-to-time by the City Director of Finance, but no less than annually.

u. Attain and maintain HIPAA compliance including but not limited to entering into HIPAA business associate agreements as necessary or appropriate.

v. BSI agrees that it shall not, during the term hereof, undertake any such responsibilities or additional arrangements, whether or not performed under its own license or otherwise, if and to the extent that doing so would clearly adversely affect its performance hereunder or its ability to provide services to the City hereunder.

4. OBLIGATIONS OF THE CITY: The City shall:

a. Subject to the further provisions of this Agreement, pay to BSI the sums established through negotiations between the parties from time-to-time, but no less than annually. Annual payments to BSI shall be determined through negotiations between the parties. Negotiations shall be completed on or before February 15th in each year, using BSI's actual costs for the preceding year as a guideline, and such annual payments shall be paid in twelve (12) equal monthly payments by the City to BSI in advance. It is recognized that such agreements reflect or will reflect estimates of those expenditures to be made by BSI in connection with the services to be provided hereunder and that actual expenditures may be either greater than or lesser than the amounts agreed to by the parties from time-to-time. If BSI expenditures hereunder exceed

budget primarily due to reasons related to call volume, the City will fund such excess. The parties agree that compensation to be paid to BSI by the City shall not exceed the amount actually expended by BSI in connection with said services. In the event that payments by the City to BSI exceed the actual expenditures made by BSI hereunder and in connection herewith, BSI shall promptly so notify the City Director of Finance, and in such event BSI shall either promptly reimburse the City therefor for said excess payments, or shall credit the amount of said excess payments against future payments to be made to BSI by the City; if in such event BSI chooses the latter option (i.e., to credit excess toward future payments), the parties agree that future monthly payments shall immediately be downwardly adjusted over a reasonable period, pro rata, until such excess shall have been exhausted. The parties also agree that BSI shall obtain the prior written approval of the City prior to the expenditure by BSI of any sums in excess of the estimated amounts arrived at from time-to-time by negotiations between the parties. Effective upon the approval of said expenditures by the City, the negotiated estimates of expenditures shall be modified prospectively to reflect such revisions, and thereafter, payments by the City shall be made in accordance with such revised negotiated estimates. The obligations established in this Subsection 4.a., like all provisions of this Agreement, are subject to the termination provisions of Section 6 of this Agreement.

b. Dispatch all ambulances and personnel in response to emergency calls using the existing 911 dispatch system (as modified or amended or improved from time-to-time) and monitor EMS unit availability. The dispatching function shall be performed in accordance with protocols and procedures established by the City of Danbury Fire Department. Changes in the current Dispatch Procedures will be made as a result of EMS Oversight Committee.

c. Provide at least four (4) Connecticut OEMS-certified ambulances as well as two (2) non-transporting unit for supervision and support operations and any and all equipment and fuel which may be required to provide EMS service hereunder. All such necessary equipment and materials are itemized in Schedule A, attached hereto and made a part hereof. (Note that said Schedule A recites the requirements set forth in Regs. Section 19a-179-18 ["minimum vehicle standards"] and that therefore if and as said Section is amended, Schedule A will be amended.)

d. The parties have entered into a business associate agreement in order to comply with the provisions of HIPAA. Said agreement is appended hereto as Schedule B and is made a part hereof.

e. The City will cause any person or entity who is provided with billing information by BSI, or any other person or entity who otherwise is provided with protected health information by BSI at the direction of the City, to first enter into a business associate agreement with the City permitting such person or entity to receive and use such protected health information.

f. The City shall provide and designate one (1) City liaison / representative to BSI EMS officials.

5. INSURANCE:

a. BSI maintains and shall during the term hereof maintain general public liability insurance coverage in the amount of no less than \$1,000,000.00 single limit / \$1,000,000.00 annual aggregate with a \$25,000.00 deductible, with excess coverage to/of \$22,000,000.00 and excess professional (malpractice) liability

insurance coverage to/of \$22,000,000.00 over a self-insured, funded retention of \$1,000,000.00 single limit / \$3,000,000.00 annual aggregate. BSI shall name the City as an Additional Insured under any and all such insurance policies or programs as respects BSI activities throughout the term of this Agreement and shall provide the City on an ongoing basis and whenever requested with an insurance certificate evidencing such continuing insurance coverage, and BSI shall automatically provide the City with proof of said insurance at least quarterly. No such insurance coverage shall be limited by reason of any such indemnity provided pursuant to the provisions of Section 10 of this Agreement.

b. The City maintains automobile liability insurance for its ambulance vehicles in the amount of \$1,000,000.00 single limit / no annual aggregate. The City agrees to name BSI as an Additional Insured under such insurance policy throughout the term of this Agreement and to provide BSI with an insurance certificate evidencing such insurance coverage.

6. **TERMINATION:**

a. Either party shall have the right to terminate this Agreement without cause and without financial or other liability to the other. Termination hereunder shall be effective if written notice thereof is given to the other party hereto not less than one hundred eighty (180) days prior to the effective date of said termination. Upon the effective date of termination in accordance with the provisions of this Section, the parties shall be relieved of all of their rights and obligations and responsibilities hereunder including specifically, but not limited to, the obligation of the City to continue to make monthly payments following the effective date of termination. In the event of notice of termination of this Agreement, the City shall continue

to pay BSI for BSI's services in accordance with this Agreement until the effective date of termination. Such payment shall include all costs and expenses incurred by BSI (to the extent such costs and expenses are otherwise payable to BSI under the terms of this Agreement) until the effective date of termination, including all accrued and unpaid expenses.

b. In the event that either party hereto finds that the other party is in default with regard to any of its obligations hereunder, it shall promptly notify the other party thereof, in writing. The notice of default shall, at a minimum, set forth, in detail, the claimed deficiency or default and shall specify what action or actions should or must be taken to cure such default or deficiency. Thereafter, the defaulting party shall have a period of thirty (30) days during which to cure such deficiency. If the defaulting party fails to so cure within said thirty (30) day period, then the non-defaulting party may declare the defaulting party in breach of this Agreement and immediately (without further notice or further notice or waiting period) terminate this Agreement, reserving to itself any rights which it may have to recover on account thereof.

c. BSI understands and acknowledges that the City is a municipal corporation and that the City's obligation to make payments hereunder is contingent upon appropriations by the City of Danbury Common Council in accordance with the Danbury Municipal Charter. If sufficient funds are not appropriated by the Common Council in any fiscal year, the City may terminate this Agreement as of the first day of any month in which sufficient funds are not available. The City agrees to use its best efforts to obtain funds to continue to meet its monetary obligations under this Agreement by taking all appropriate actions to request the necessary funding from the Common Council.

7. LICENSURE: Nothing herein shall prevent BSI or any other affiliate of BSI or Danbury Health Systems, Inc. from subsequently seeking its own license for the purpose of providing paramedic intercept and / or transport services to other towns within the catchment area of Danbury Hospital or elsewhere. BSI agrees that it shall not, during the term hereof, undertake any such responsibilities or additional arrangements, whether or not performed under its own license or otherwise, if and to the extent that doing so would clearly adversely affect its performance hereunder or its ability to provide services to the City hereunder. In the event that OEMS requires BSI to obtain a license or other authorization to perform any of the services required by this Agreement, BSI shall promptly apply for such license or authorization and shall diligently work for its approval. It is understood by the parties that the City may require BSI to seek management service licensure. Prior to such request, a meeting with State OEMS, BSI and City officials will be convened to explore all options available to both parties in accomplishing such management service licensing. In any event, should BSI require licensure or further authorization from the State or the City, the City and its Fire Department shall provide BSI with reasonable assistance and support in obtaining such license or authorization.

8. ASSISTANCE: It is recognized and agreed by the parties that, at times, at emergency scenes firefighters may be called upon to provide assistance in lifting or moving patients or objects or to perform other similar duties, or they may be requested to drive an ambulance to the hospital in certain cases wherein the EMS driver is called upon to assist in the patient compartment of the ambulance. Paramedics, EMT's and EMT-I's shall at all times remain under the medical control of BSI (and Danbury Hospital). With regard to issues of scene safety, all parties shall be versed

in and shall maintain familiarity with and training in the City of Danbury Fire Department Incident Command System protocols and procedures and such protocols and procedures shall in part govern scene safety issues, and EMS staff shall defer to the judgment of Fire Department officers who must retain their statutory responsibility with respect to such issues and operations (e.g., at the scene of motor vehicle accidents or other hazardous incidents). In any event, both parties agree to work collaboratively and cooperatively, on an ongoing basis, to provide the most rapid, efficient, safest and medically responsive and sound EMS system possible.

9. PERSONNEL COMPLAINTS: In the event that a paramedic, EMT or EMT-I shall fail to perform his or her duties in a manner that is consistent with all of the provisions and conditions of this Agreement or with proper, safe and efficient operations of the City, the City shall so advise the Chairman of the Emergency Primary Care Department (or any successor department) of Danbury Hospital in writing. Said Department Chairman shall then investigate said individual and said circumstances, and shall respond to any such complaint in writing within thirty (30) days. It is understood and agreed that the provisions hereof shall be regarded as a separate and additional mechanism for the resolution of disputes and shall not be deemed to be a condition precedent to the exercise of rights granted to the parties pursuant to the provisions of Subsection 3.e. or 6 or 16 of this Agreement.

10. HOLD HARMLESS: BSI shall indemnify and save harmless the City, and any and all of its agents or employees or officers who may be named in any claim or suit, up to a maximum of \$2,500,000.00, on account of any and all claims, suits, actions damages, losses, judgments, and / or costs of every kind, name or description, including but not limited to legal counsel fees,

incurred as a result of alleged medical malpractice arising out of injuries to persons (including but not limited to death), alleged to have been caused in whole or in part by acts or omissions of BSI or anyone directly or indirectly employed by or working for BSI, including BSI or Danbury Hospital affiliated volunteers, in connection with the services to be performed hereunder. No such indemnity shall be limited by reason of any insurance coverage. Nothing in this Paragraph 10 is intended to imply that BSI's existing policies of insurance do not cover the risks described in this Paragraph 10. In addition, nothing in this Paragraph 10 is intended to require BSI to hold the City or its agents or employees or officers, harmless from liability resulting from their own negligent acts or omissions.

11. ACCESS TO RECORDS: The City shall have the right to audit all data, accounts, charges, payrolls and other records as may have any bearing on costs either incurred by it or billed to its residents. BSI agrees that it shall preserve all of its records and accounts concerning the implementation of this Agreement for a period of no less than three (3) years following completion or termination of this Agreement.

12. NOTICES: Except when otherwise expressly provided herein, any notice or other communication required or permitted to be sent pursuant to the provisions hereof by one party to the other shall be in writing, addressed as follows:

a. When the City is to receive any such notice:

HON. MAYOR MARK D. BOUGHTON

City of Danbury, City Hall

155 Deer Hill Avenue

Danbury, CT 06810 - with a copy to:

CORPORATION COUNSEL AND CHIEF LEGAL OFFICER

Office of the Corporation Counsel

City of Danbury, City Hall

155 Deer Hill Avenue

Danbury, CT 06810

b. When BSI is to receive any such notice:

MR. FRANK KELLY

Business Systems, Inc.

24 Hospital Avenue

Danbury, CT 06810 - with a copy to:

Mr. Matthew Cassavechia

Danbury Hospital

24 Hospital Avenue

Danbury, CT 06810

Nothing herein shall preclude the parties from subsequently agreeing, in writing, to designate any other or additional person(s) to whom notices or other communications shall be addressed, another form of transmitting such notices or communications, or another location or address to which said notices or communications shall be sent.

13. ASSIGNMENT: BSI shall not assign, transfer, convey or subcontract or hypothecate this Agreement or its rights, responsibilities, obligations or interests in or to or under this Agreement or any part hereof, without the prior written consent of the City.

14. NON-DISCRIMINATION: BSI agrees that it shall not refuse to respond to or treat or provide any of its services to any patient to whom it is dispatched, regardless of sex, race, creed, color, religion, national origin, ancestry, HIV positivity, sexual orientation, ability to pay for the services provided, or belief that no emergency exists. BSI shall not discriminate against any employee or applicant for employment with BSI for any reason including sex, sexual orientation, race, creed, color, religion, national origin, or ancestry. Such employment-related actions shall include, without limitation, the following: employment, upgrading or promotion, demotion, transfer, recruitment, advertising, layoff, termination, rate of pay or other compensation, conditions of employment, or selection for training, or advancement, including without limitation apprenticeship.

15. REPRESENTATIONS: The parties represent that they are validly existing corporations, existing under and by virtue of the Laws of the State of Connecticut, that all actions required to be taken hereunder have been duly authorized, including the authorization to enter into this Agreement, and that the signatures on this Agreement represent the legal, valid and binding obligations of BSI and the City and are enforceable against each party in accordance with the terms hereof.

16. RESOLUTION OF CLAIMS/DISPUTES: Any and all claims, demands, disputes, differences, ambiguities, controversies or misunderstandings that may arise between BSI and the City under this Agreement shall be submitted to and be determined and settled by binding arbitration within the City Limits of Danbury, in the manner hereinafter set forth, to wit:

Any dispute, claim, difference, etc., whatsoever relating to the interpretation, validity or performance of this Agreement, or any other dispute arising out of this Agreement, which cannot be resolved by the parties after thirty (30) days written notice by either party, shall be turned over for mediation to legal counsel to BSI and the Corporation Counsel of the City. Legal counsel for both parties, acting jointly, shall then have thirty (30) days to resolve such dispute by mediation. If the dispute is not resolved by mediation within such thirty (30) day period, then, upon the issuance of written notice by any party to any other party, such dispute shall promptly be turned over for resolution to and by single party arbitration, to be held within the City of Danbury, under the auspices of the American Arbitration Association ("AAA"), in accordance with the rules then prevailing of the AAA; the award of the arbitrator shall be binding upon the parties hereto, and judgment upon any award rendered by the arbitrator may be entered in any Court of competent jurisdiction. It is the purpose of this Agreement, and the intent of the parties hereto, to make the submission to mediation, and, if such dispute is not thereby resolved, to arbitration, of any dispute or controversy arising out of this Agreement an express condition precedent to any legal or equitable action or proceeding of any nature whatsoever. Such arbitration award shall include the fixing and assessing of the expenses of arbitration (including legal fees and arbitrator's fees) and assessment of the same against either or both parties, in the discretion of the arbitrator. Upon agreement of the parties, the parties may mutually select an arbitrator or arbitrators of their own choosing as an alternative to AAA arbitration.

17. SUCCESSORS AND ASSIGNS: This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

18. CHOICE OF LAW: Except as otherwise expressly provided herein, this Agreement including without limitation disagreements hereunder shall be governed by and construed and interpreted in accordance with the Laws of the State of Connecticut.

19. ENTIRE AGREEMENT: This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous discussions or agreements (written or oral) with respect to the matters discussed herein or therein.

20. NO THIRD-PARTY INUREMENT: Nothing in this Agreement is intended to or shall be interpreted to give or provide any third-party or parties with any rights or authority or causes of actions or claims hereunder whatsoever nor shall it create any rights in any third parties whatsoever.

21. SEVERABILITY: The terms of this Agreement are and shall be deemed to be severable such that if any term or provision or condition herein shall be held by any Court of competent jurisdiction to be unenforceable, unlawful or invalid, such term or provision or condition shall be of no further force or effect but the remainder of this Agreement shall continue to be binding on the parties hereto and shall remain in full force and effect.

22. MISCELLANEOUS: Each party shall execute any and all further instruments or documents and shall take all further actions as the other party may from time to time reasonably request in order to effectuate or preserve or confirm the terms, intent and purposes of this Agreement. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute but one and the same instrument. The parties agree that this

Agreement and transaction has been consummated in the State of Connecticut, and any and all disputes arising hereunder shall be resolved only by the courts located in the State of Connecticut. All notices under this Settlement Agreement shall be in writing and shall be sufficiently given if hand delivered or mailed by certified mail, return receipt requested. Notices, if mailed, shall be conclusively presumed to have been received 7 business days after posting with the U.S. Mails. In the event that any party hereto shall not have appointed an agent for service of process in Connecticut, such party unconditionally agrees that it may be conclusively served with process by certified mail, postage prepaid. All parties being competently represented by counsel with respect to this agreement, the rule of contract construction which tends to construe a contract most strictly against its drafter shall in no event apply to this contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on and as of the date first above written:

Signed, Sealed and Delivered CITY OF DANBURY
in the Presence of:

x _____

By _____

MARK D. BOUGHTON, MAYOR

x _____

BUSINESS SYSTEMS, INC.

x *Sylvia P. McKee*

By *Frank J. Kelly*

FRANK J. KELLY, Its President
and Chief Executive Officer,
Duly Authorized

x *Brian Stenerson*

[RJYamin...la.C.(H).cp..BSI2.K.5/1/2003]

SCHEDULE A

MINIMUM VEHICLE STANDARDS (EQUIPMENT & MATERIALS)

(Regs. Section 19a-179-18)

SCHEDULE A
MINIMUM VEHICLE STANDARDS AND EQUIPMENT

Vehicles

1998 Chevrolet Tahoe Paramedic Response Unit

2001 Ford Crown Victoria Police Interceptor Paramedic Response Unit

1993 Ford E-350 Mobil Medical Ambulance

1996 Ford E-350 McCoy Miller Ambulance

2000 Ford E-350 McCoy Miller Ambulance

2001 Ford E-350 McCoy Miller Ambulance

1986 Ford Rehab Unit

(All City EMS vehicles are capable of transmitting on the Danbury Fire Frequency 46.24MHz and Northwest CMED Frequency)

Advanced life support (ALS) Equipment

3 Likepak 12 cardiac monitor/ defibrillators

1 Lifepak 10 cardiac monitor / defibrillator

5 advanced life support kits (adult and pediatric)

Basic Life Support (BLS) Equipment (Regs. Section 19a-179-18)

Oxygen - on board

Oxygen portable

Suction - on board

Suction - portable

Bag valve mask - adult, pediatric, infant

Oropharyngeal airways

Bite Stick

Multi-trauma dressings - 6

Assorted dressings and bandages

Aluminum foil or Vaseline gauze

Burn Sheets

Traction splints - adult and child

Assorted splints - air

Short back board - ked

Long back board - 3
Cervical collars - 2 sets
Stair chair
Blood pressure cuff and stethoscopes - adult and child
Restraints - towels
Poison kit / sterile water
Obstetrical kit
Bed pan and urinal
Linen - 2 sets
Fire extinguishers - front & back
Portable lights - flash or hand light - 2
Wrecking bar
Multi-level cot
Glucose
Paper bag
Flares - 3 hours
Sand bags / blanket roll - 2
Infectious disease equipment - gown, goggles, gloves - 2

Plus any and all other equipment currently assigned to the City EMS ambulances and EMS vehicles.

- 2.2 HIPAA Business Associate may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only if and to the extent directly related to, and necessary for, the performance of the Services for or on behalf of Health Care Provider. Disclosure of PHI to, and use of PHI by, subcontractors, agents and other representatives is also subject to Section 5 below.
- 2.3 HIPAA Business Associate represents and warrants that it shall request from Health Care Provider no more than the minimum PHI necessary to perform the Services.
- 2.4 HIPAA Business Associate shall not use or disclose PHI in a manner (i) inconsistent with Health Care Provider's obligations under HIPAA, or (ii) that would violate the HIPAA Privacy Rule if disclosed or used in such a manner by Health Care Provider.

Section 3. Safeguards for the Protection of PHI.

- 3.1 HIPAA Business Associate represents and warrants that it shall implement and maintain commercially appropriate security safeguards to ensure that PHI is not used or disclosed by HIPAA Business Associate in violation of this Addendum.

Section 4. Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures.

- 4.1 HIPAA Business Associate shall report in writing to Health Care Provider's Privacy Officer, as soon as practicable and in all events no later than 48 hours after HIPAA Business Associate obtains knowledge thereof, any use and/or disclosure of PHI that violates this Addendum.
- 4.2 HIPAA Business Associate shall establish procedures for mitigating, to the greatest extent possible, any deleterious effects arising from any improper use and/or disclosure of PHI, and shall implement all such procedures and all other reasonable mitigation steps requested by Health Care Provider.

Section 5. Use by and Disclosure to Subcontractors, Agents, and Representatives.

- 5.1 Prior to disclosing any PHI to any subcontractor, agent, or other representative that is authorized to receive, use, or have access to PHI under the Agreement, HIPAA Business Associate shall require such person to agree, in writing, to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to HIPAA Business Associate under this Addendum.

Section 6. Individual Rights.

- 6.1 HIPAA Business Associate shall notify Health Care Provider immediately of any disclosure to a third party of PHI that (1) is not directly related to, and necessary for, the performance of the Services for or on behalf of Health Care Provider (for example, a disclosure required by law, but not necessary for the performance of the Services); or (2) is not for the Health Care Provider's Treatment, Payment or Health Care Operations purposes. In addition, within fifteen (15) days of receiving a written request from Health

Care Provider, HIPAA Business Associate shall provide to Health Care Provider all applicable information necessary to comply with the requirements of 45 C.F.R. § 164.528 regarding an individual's right to an accounting of disclosures of PHI.

- 6.2 HIPAA Business Associate shall allow access to PHI by Health Care Provider or the individual to whom such PHI relates, at reasonable times and in a manner reasonably directed by Health Care Provider, in order to meet the individual access requirements under 45 C.F.R. § 164.524.
- 6.3 HIPAA Business Associate shall make any amendment(s) to PHI that Health Care Provider directs in order to meet the amendment requirements under 45 C.F.R. § 164.526.

Section 7. Audit, Inspection and Enforcement.

- 7.1 From time to time upon reasonable notice, Health Care Provider may inspect the internal practices, facilities, systems, books, records, and policies and procedures of HIPAA Business Associate to monitor compliance with this Addendum. Health Care Provider's right of inspection does not imply any obligation to inspect. HIPAA Business Associate shall promptly remedy any violation of this Addendum found by Health Care Provider and shall certify the same to Health Care Provider in writing. The fact the Health Care Provider has the right to inspect HIPAA Business Associate's internal practices, facilities, systems, books, records and policies and procedures, whether or not it exercises such right, shall not relieve HIPAA Business Associate of its responsibility to comply fully with this Addendum. In addition, Health Care Provider's failure to detect any unsatisfactory practice does not constitute acceptance of such practice or a waiver of Health Care Provider's enforcement rights hereunder.
- 7.2 HIPAA Business Associate further agrees to make its internal practices, books, records, and policies and procedures relating to the use and disclosure of PHI available to the federal Department of Health and Human Services ("HHS"), the Office of Civil Rights ("OCR"), or its agents for the purposes of enforcing the provisions of this Addendum and the HIPAA Privacy Rule.

Section 8. Mutual Indemnification.

Each Party (in the capacity of indemnifying Party) shall indemnify the other Party (in the capacity of indemnified Party) against a claim brought by any third party resulting from or arising out of any use of Protected Health Information in violation of state or federal law or this Addendum, or other breach of this Addendum by the indemnifying Party or any subcontractor, agent, person or entity under the indemnifying Party's control, provided that the indemnified Party notifies the indemnifying Party in writing within thirty (30) days of the claim. Each Party (in the capacity of indemnifying Party) shall also defend the other Party (in the capacity of indemnified Party) against a claim brought by any third party solely resulting from or solely arising out of any use of Protected Health Information in violation of state or federal law or this Addendum, or other breach of this Addendum by the indemnifying Party or any subcontractor, agent, person or entity under the indemnifying Party's control, provided that (a) the indemnifying Party has sole

control of the defense and all related settlement negotiations; and (b) the indemnified Party provides the indemnifying Party (at the indemnifying Party's expense) with assistance, information and authority reasonably necessary to perform the above. The indemnifying Party shall not settle any claim involving the indemnified Party without the latter's prior written consent, unless such settlement includes an unconditional release of the indemnified Party from all liability related to the claim.

Section 9. **Term and Termination.**

- 9.1 **Term.** This Addendum shall become effective on the Effective Date and shall continue in effect while the Agreement remains in force and thereafter with respect to those obligations intended to survive the termination of this Addendum. The Agreement shall terminate (and so also this Addendum) in accordance with the termination provisions of the Agreement and this Section 9.
- 9.2 **Termination by the Health Care Provider.** Health Care Provider may immediately terminate the Agreement if Health Care Provider makes the determination that HIPAA Business Associate has breached a material term of this Addendum. Alternatively, in Health Care Provider's sole discretion, Health Care Provider may provide HIPAA Business Associate with written notice of the existence of the material breach and afford HIPAA Business Associate thirty (30) days to cure the material breach. In the event HIPAA Business Associate fails to cure the material breach within such time period, Health Care Provider may immediately terminate the Agreement. Health Care Provider may also report the material breach to the Secretary of HHS or OCR.
- 9.3 **Effect of Termination.** Upon termination of the Agreement, HIPAA Business Associate shall recover any PHI in the possession of its subcontractors, agents, or representatives. HIPAA Business Associate shall return to Health Care Provider or destroy all such PHI, plus all other PHI in its possession, and shall retain no copies. If it is not feasible for HIPAA Business Associate to return or destroy the PHI as described above, HIPAA Business Associate shall notify Health Care Provider in writing. The notification shall include: (i) a statement that HIPAA Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. If Health Care Provider agrees in its sole discretion that HIPAA Business Associate cannot feasibly return or destroy the PHI, HIPAA Business Associate shall ensure that any and all protections, limitations and restrictions contained in this Addendum will be extended to HIPAA Business Associate's use and/or disclosure of any PHI retained after the termination of the Agreement, and that any further uses and/or disclosures shall be limited to the purposes that make the return or destruction of the PHI infeasible.

Section 10. **Miscellaneous.**

- 10.1 **Injunctive Relief.** Notwithstanding any dispute resolution requirements under the Agreement, either Party shall be entitled to seek injunctive relief in a court of law with respect to any breach of the terms of this Addendum.

- 10.2 Survival. The respective rights and obligations of HIPAA Business Associate and Health Care Provider under the provisions of Sections 7, 8, 9.3, and 10 shall survive termination of the Agreement indefinitely.
- 10.3 Amendments; Waiver. This Addendum may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- 10.4 No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors and permitted assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- 10.5 Notices. Any notice to be given under this Addendum to a Party shall be made via U.S. Mail, commercial courier or hand delivery to such Party at its address given below, and/or via facsimile to the facsimile telephone number listed below, or to such other address or facsimile number as shall hereafter be specified by notice from the Party. Any such notice shall be deemed given when so delivered to or received at the proper address.

If to HIPAA Business Associate, to:

Business Systems, Inc.
24 Hospital Avenue
Danbury, CT, 06810
Attention: Matt Cassavechia
Fax: (203) 739-6472

If to Health Care Provider, to:

City of Danbury
Privacy Officer
Personnel Department
155 Deer Hill Avenue
Danbury, CT 06810
Attention: Julio Lopez
Fax: (203) 796-1611

- 10.6 Counterparts. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original.
- 10.7 Addendum Part of Agreement. This Addendum is incorporated by reference and made a part of the Agreement.

10.8 Inconsistencies. If any terms of this Addendum conflict with or are inconsistent with the terms of the Agreement with respect to the subject matter of this Addendum, the terms of this Addendum shall prevail.

10.9 Successors and Assigns; Assignment. This Addendum shall inure to the benefit of and be binding upon the successors and assigns of the Health Care Provider and the HIPAA Business Associate. This Addendum may not be assigned by either Party without the prior written consent of the other Party, except that the HIPAA Business Associate may assign or transfer this Addendum to any entity owned by or under the common control of the HIPAA Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf.

**CITY OF DANBURY EMERGENCY
MEDICAL SERVICES**

By: _____

Print Name: Mark D Boughton

Title: Mayor

Date: 6/3/03

BUSINESS SYSTEMS, INC.

By: _____

Print Name: Arthur N. Tedesco

Title: Sr. Vice President & Treasurer

Date: 5/20/03



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 1, 2003

Mayor Mark D. Boughton
Members of the Common Council

Re: Ambulance Contract and Billing Services Agreement with MedFinancial

The Common Council Committee appointed to review the ambulance contract and the billing services agreement with MedFinancial met on June 18, 2003 at 7:00 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Levy, Saadi and Nolan. Also in attendance were Director of Finance Dena Diorio, Corporation Counsel Robert Yamin, Fire Chief Peter Sicienski, Matt Cassavecchia from BSI, Noel Roy, Jr. from MedFinancial, Council Members Basso and McAllister, ex-officio, and Lynn Waller.

Ms. Diorio stated that BSI had the contract with MedFinancial, but they are now separate. We are now doing an initial bill with three statements and have added one phone call. Regarding the fee, we will pay 10% up to an agreed level and anything above that will be at 12½ %. The City is trying to avoid going to collection and will not report bad debts to a credit agency. The City does not pursue legal action and will not put liens on people's property. The City has asked BSI to submit their vehicle maintenance reports 15 days after the end of the month and to submit better reporting on training. Chief Sicienski stated that service has been expanded to the west side of the City. This may or may not work and we will have to take a close look at the numbers. There are minor drawbacks such as the need to come back into the inner City.

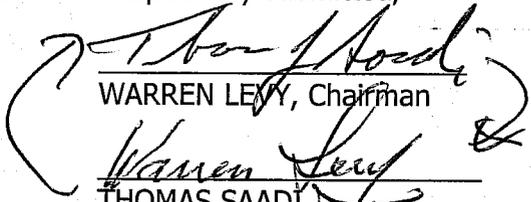
Mr. Cassavecchia stated that new language has been added stating that services may be decreased if the call volume goes down. Noel Roy stated that the new contract allows them to go after the extra dollars before collection.

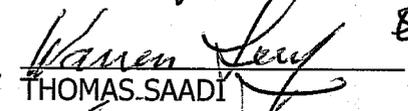
Mr. Saadi asked Chief Sicienski if the contract insures that qualifying requirements are the same or better than they were. The Chief said they have remained the same but BSI goes over and above the qualifying requirements. Mr. Saadi questioned the 180 days termination requirements and Ms. Diorio said it was an agreed upon timeframe. Ms. Diorio stated that the City has decided to hire a separate auditor. Mr. Nolan stated that he feels pulling back on credit reporting fees is good. Mr. Levy

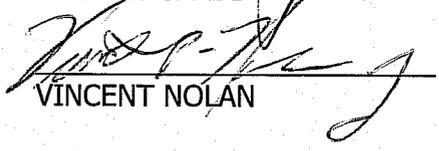
requested that under reporting of fiscal year ending on page 8, language be added to require reporting to the Common Council.

Mr. Saadi made a motion to approve the service agreement with MedFinancial and the contract with BSI, with the sole change requiring reporting to the Common Council. Seconded by Mr. Nolan. Motion carried unanimously.

Respectfully submitted,


WARREN LEVY, Chairman


THOMAS SAADI


VINCENT NOLAN



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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

July 30, 2003

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Common Council Members:

The City of Danbury is planning a memorial tribute to Rabbi Jerome Malino, a spiritual and community leader in Danbury for over sixty years. A committee of Dr. Robert Rubin, Mrs. Myrna Rubin, Mr. Michael Marcus, Rev. Albert Audette and myself developed plans to erect the "Rabbi Malino Memorial Walk" on Deer Hill Avenue between the United Jewish Center and the corner of West Street.

Michael & Nancy Marcus and the Marcus Family have graciously donated the \$11,400 cost of the small granite monuments. The markers will be placed in front of the United Jewish Center and the corner of City Hall property. I am writing to request the Common Council's authorization to accept the memorial marker donation for city property.

A dedication ceremony is planned for Friday, August 22, 2003 at 6:00 PM in front of City Hall and we hope you will join the celebration of Rabbi Malino's life and dedication to the Danbury community.

Thank you for your consideration of this donation.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark D. Boughton".

Mark D. Boughton
Mayor