

COMMON COUNCIL MEETING – JUNE 2, 2004

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

PLEDGE OF ALLEGIANCE AND PRAYER

ROLL CALL

McMahon, Burns, Trombetta, Calandrino, Saadi, Barry, Visconti, Steinerd, Urice, Esposito
Nolan, Basso, Saracino, Cavo, Teicholz, Nagarsheth, Payton, Riley, Seabury, Stanley

_____ **PRESENT** _____ **ABSENT**

PUBLIC SPEAKING

MINUTES – Minutes of the Common Council Meeting held May 4, 2004 and the Special
Common Council Meeting held May 17, 2004.

CONSENT CALENDAR

1 – COMMUNICATION – Resignation of Council Member J. Scott Bingaman

2 – RESOLUTION – Community Development Block Grant Program – Program Year 30

3 – RESOLUTION – Farmers Market Coupon Grant

4 – RESOLUTIONS – Schools Improvement Projects

5 – RESOLUTIONS – Acquisition of Land on Miry Brook Road

6 – RESOLUTION – Right to Grade Circle Terrace and Old Shelter Rock Road

7 – RESOLUTION – Moran Avenue – Storm Drainage Easements

8 – WITHDRAWN

9 – COMMUNICATION – Appointment of Highway Superintendent

10 – COMMUNICATION – Promotion to the Rank of Lieutenant

11 – COMMUNICATION – Reappointments to the Library Board of Directors

12 – COMMUNICATION – Appointment to the Tarrywile Park Authority

13 – COMMUNICATION – Donation to the Public Buildings Department

14 – COMMUNICATION – Donations to the Department of Elderly Services

15 – COMMUNICATION – Christopher Columbus Memorial Recognition

16 – COMMUNICATION – 9-11 Memorial Design Services Donation

17 – COMMUNICATION – 9-11 Memorial Bidding Process

18 – COMMUNICATION – 9-11 Memorial Contributions Fund

19 – COMMUNICATION – Donation of 1964 Plymouth

20 – COMMUNICATION – Fire Department Special Services Account

21 – COMMUNICATION – Woodland Group II, LLC

22 – COMMUNICATION – Municipal Waste Disposal Agreement

23 – COMMUNICATION – Transfer of Funds – Permit Center

24 – COMMUNICATION – Transfer of Funds for State DOT Invoices

25 – COMMUNICATION – Appropriation to the Ambulance Fund

26 – COMMUNICATION – Application for Deferral of Assessment Increases
Boehringer Ingelheim

27 – COMMUNICATION – Application for Deferral of Assessment Increases for Personal
Property – Boehringer Ingelheim

28 – COMMUNICATION – Water Interconnect with the Town of Bethel

29 – COMMUNICATION – Foley Lease

30 – COMMUNICATION – Report regarding "Westwoods" Subdivision

31 – COMMUNICATION – Report regarding Odors at 44 Mabel Avenue

32 – COMMUNICATION – Report regarding Sanitary Sewer for East Gate Road

33 – COMMUNICATION – Report regarding Petition for Acceptance of Wilkes Road

34 – COMMUNICATION – Petition for Sewers on Karen Road

35 – COMMUNICATION – East Ditch Drainage Project – Metro-North Railroad Agreement

- 36 – REPORT – Request to Purchase Property on Robin Hood Road
-
- 37 – REPORT - O & G Construction – Segar Street Bridge
-
- 38 – REPORT – Request to Purchase City Land on Terrace Street
-
- 39 – REPORT – Amendment to Recycling Solid Waste Operation Agreement
-
- 40 – REPORT – Land Swap at Tarrywile
-
- 41 – REPORT – Resolution concerning Non-Union Employees
-
- 42 – REPORT & ORDINANCE – Burglar and Fire Alarm Systems
-
- 43 – REPORT – Request for Sewer and Water Extensions – 71-73 Boulevard Drive
-
- 44 – REPORT – Request for Sewer and Water Extensions – 1 Lyon Street
-
- 45 – REPORT – Benson Drive and Union Circle – Sanitary Sewer Extension
-
- 46 – REPORT – Independent Systems Operators of New England – Load Response Program
-
- 47 – REPORT & ORDINANCE – Tax Information Retrieval and Report
-
- 48 – REPORT & RESOLUTION – Neighborhood Assistance Act
-
- 49 – REPORT & ORDINANCE – Fire Marshal Inspections – Fees For Inspection
-
- 50 – REPORT & ORDINANCE – Public Building Use Policies
-
- 51 – REPORT, ORDINANCES & RESOLUTION – Sealer of Weights and Measures
-
- 52 – REPORT & ORDINANCE – Land Use Application Processing Fees; Subdivision; Engineering and Fire Marshal Review
-
- 53 – REPORT & ORDINANCE – Regulations Governing Outdoor Fires
-
- 54 – REPORT & ORDINANCE – Citations
-
- 55 – REPORT & ORDINANCE – Service Charge Imposed for Checks Returned for Insufficient Funds
-
- 56 – REPORT – Request to Connect to Payne Road Sewers in Bethel

57 – REPORT – Offer from Westville Estates to Donate Land to the City

58 – DEPARTMENT REPORTS – Police Chief, Fire Chief, Fire Marshall, Public Works, Department of Elderly Services, Welfare and Social Services, Parks and Recreation, Health and Housing

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

CONSENT CALENDAR – JUNE 2, 2004

- 2 — Receive the communication and adopt the resolution regarding the Community Development Block Grant Program – Program Year 3
- 3 – Receive the communication and adopt the resolution regarding the Farmers Market Coupon Grant
- 4 – Receive the communication adopt the resolutions regarding the Schools Improvement Projects
- 5 – Receive the communication and adopt the resolution regarding the acquisition of land on Miry Brook Road
- 6 – Receive the communication and adopt the resolution regarding the right to grade Circle Terrace and Old Shelter Rock Road
- 7 – Receive the communication and adopt the resolution regarding storm drainage easements on Moran Avenue
- 17 – Receive the communication and authorize the waiving of the normal competitive bidding process for site construction of the 9/11 Memorial
- 18 – Receive the communication and authorize the blanket acceptance of donations and the expenditure of the same funds in the construction of the 9/11 Memorial, subject to a detailed report being provided to the Common Council at its October meeting
- 20 – Receive the communication and authorize the transfer of funds to the Fire Department Special Services Account
- 23 – Receive the communication and authorize the transfer of funds to the Permit Center
- 24 – Receive the communication and authorize the transfer of funds for the State DOT invoices
- 25 – Receive the communication and authorize the transfer of funds to the Ambulance Fund
- 31 – Receive the report regarding odors at 44 Mabel Avenue and take no action at this time
- 32 – Receive the report regarding sanitary sewers for East Gate Road and authorize the Director of Public Works to begin the sewer assessment process
- 33 – Receive the report regarding the petition for acceptance of Wilkes Road and authorize the Director of Public Works to continue working on the road assessment process

- 34 – Receive the communication regarding the petition for sewers on Karen Road and authorize the Director of Public Works to begin the sewer assessment process
- 35 – Receive the communication regarding the East Ditch Drainage Project and the Metro-North Railroad Agreement and authorize Mayor Mark D. Boughton to execute the proposed license agreement
- 36 – Receive the report regarding the request to purchase property on Robin Hood Road and adopt the committee's recommendation
- 37 – Receive the report regarding O & G Construction – Segar Street Bridge and adopt the committee's recommendation
- 39 – Receive the report regarding the amendment to the Recycling Solid Waste Operation Agreement and adopt the committee's recommendation
- 43 – Receive the report regarding the request for sewer and water extensions at 71-73 Boulevard Drive and adopt the committee's recommendation
- 44 – Receive the report regarding the request for sewer and water extensions at 1 Lyon Street and adopt the committee's recommendation
- 45 – Receive the report regarding Benson Drive and Union Circle Sanitary Sewer Extension and adopt the committee's recommendation
- 46 – Receive the report regarding the Independent Systems Operators of New England Load Response Program and adopt the committee's recommendation
- 47 – Receive the committee report regarding Tax Information Retrieval and Report and adopt the Ordinance
- 48 – Receive the committee report regarding the Neighborhood Assistance Act and adopt the resolution
- 49 – Receive the committee report regarding Fire Marshal Inspections – Fees for Inspection and adopt the Ordinance
- 50 – Receive the committee report regarding Public Building Use Policies and adopt the Ordinance
- 51 – Receive the committee report regarding the Sealer of Weights and Measures and adopt the Ordinances and Resolution
- 52 – Receive the committee report regarding land use application processing fees; subdivision; engineering and fire marshal review and adopt the Ordinance

53 – Receive the committee report regarding regulations governing outdoor fires and adopt the Ordinance

54 – Receive the committee report regarding citations and adopt the Ordinance

55 – Receive the committee report regarding the service charge imposed for checks returned for insufficient funds and adopt the Ordinance

56 – Receive the report regarding the request to connect to Payne Road Sewers in Bethel and adopt the committee's recommendation

57 – Receive the report regarding the offer from Westville Estates to donate land to the City and adopt the committee's recommendation

1

J. Scott Bingaman
22 Britannia Ave.
Danbury CT, 06810
203 798 9099

05/14/2004
Mayor Mark Boughton
Council President Vincent Nolan
Common Council Members
Corporation Council

In American society, nothing has become more important or more relevant than the family unit. It is the basis for which all moral values, education, and love are taught and learned. Recently I married my adoring wife Laura. Together we have begun to build a foundation to support and grow our family. This foundation has had many exciting new challenges that require necessary adjustments to compliment my family to suit the needs of our future together. Of these needs, my family and I have found it necessary to relocate to a new residence in Danbury to meet the needs of our growing family.

As of Friday, May 14th, 2004 and in accordance with the Danbury City Charter I will no longer be eligible to represent the constituents of the seventh ward. Effective immediately, I tender my resignation from the Danbury Common Council. I duly thank all of the constituents who readily supported me and my efforts taken to equally represent for Danbury and I extend many thanks to my colleagues on the council who have helped make Danbury what it is today.

Warmest Regards,

 05/14/04
J. Scott Bingaman



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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: Honorable Mark D. Boughton via the Common Council

FROM: Dena R. Diorio, Director of Finance *Dena*

DATE: May 13, 2004

SUBJECT: Community Development Block Grant Program – Program Year 30

Attached is a resolution that will allow the City of Danbury to apply for and accept funding from the U.S. Department of Housing and Urban Development for the Community Development Block Grant Program (CDBG). Available funding for the time period August 1, 2004 through July 31, 2005 totals \$756,000. No local cash match is required. A listing of the Policy Committee's recommended recipients is attached.

I am requesting that the Common Council consider this resolution at its June meeting. Please feel free to contact me should you require any additional information. Thank you.

C: Larry Wagner



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the United States Department of Housing and Urban Development has allocated funds under Title I of the Housing and Community Development Act of 1987, as amended, which authorized the Community Development Block Grant Program; and

WHEREAS, it is in the best interests of the City of Danbury to apply for a grant under such Act; and

NOW, THEREFORE, BE IT RESOLVED THAT Mark D. Boughton, Mayor of the City of Danbury, is hereby authorized to approve and submit the City's Consolidated Plan 2004-2009 and Annual Action Plan for PY30 and make application on behalf of the City of Danbury to the United States Department of Housing and Urban Development for grant funds for the Community Development Program Year commencing August 1, 2004 through July 31, 2005 for the Thirtieth Year Funding in accordance with all pertinent laws and regulations and the Statement of Community Development Objectives and Projected Use of Funds proposed by the Mayor's Community Development Program Policy Committee.

BE IT FURTHER RESOLVED THAT Mark D. Boughton, Mayor of the City of Danbury, is hereby authorized to execute all contracts and take all necessary actions to effectuate the purposes of this grant application.

CDBG Program Year 30 – Proposed Funding Allocations

<u>ACTIVITY</u>	<u>PY30 FUNDING</u>
Section 108 Repayment	\$70,000
Ability Beyond Disability Rehab	\$47,000
Amos House Rehabilitation	\$94,500
Catholic Family Services Key Rings Security Deposit Program	\$34,000
Cherry Street Association	\$7,000
Blind Brook Playground Equipment	\$35,000
BOE Homeless Youth Program	\$15,000
Elderly Services Transit Program	\$10,000
Danbury Welfare Department	\$36,300
Harmony House Rehabilitation	\$80,000
Habitat for Humanity	\$28,800
Harambee Center	\$18,000
Interlude Housing Rehabilitation	\$7,950
Shelter of the Cross	\$10,000
Danbury Citizens Corp	\$10,426
”WIC” Building Rehabilitation	\$27,000
Housing Rehabilitation	\$25,000
Slum & Blight Activities	\$40,000
ADA Compliance	\$35,000
Interim Assistance	\$50,000
General Assistance	<u>\$75,024</u>
	\$756,000



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the United States Department of Housing and Urban Development has allocated funds under Title I of the Housing and Community Development Act of 1987, as amended, which authorized the Community Development Block Grant Program; and

WHEREAS, it is in the best interests of the City of Danbury to apply for a grant under such Act; and

NOW, THEREFORE, BE IT RESOLVED THAT Mark D. Boughton, Mayor of the City of Danbury, is hereby authorized to approve and submit the City's Consolidated Plan 2004-2009 and Annual Action Plan for PY30 and make application on behalf of the City of Danbury to the United States Department of Housing and Urban Development for grant funds for the Community Development Program Year commencing August 1, 2004 through July 31, 2005 for the Thirtieth Year Funding in accordance with all pertinent laws and regulations and the Statement of Community Development Objectives and Projected Use of Funds proposed by the Mayor's Community Development Program Policy Committee.

BE IT FURTHER RESOLVED THAT Mark D. Boughton, Mayor of the City of Danbury, is hereby authorized to execute all contracts and take all necessary actions to effectuate the purposes of this grant application.



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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

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 – FARMERS MARKET COUPON GRANT
DATE: May 13, 2004

Attached for your review is a resolution that will enable the City of Danbury Women's, Infants and Children's (WIC) program to enter into an agreement with the State Department of Agriculture. The funds, in the amount of \$617.50, are to be used for supplemental staffing of the WIC program during the City's yearly Farmer's Market. The WIC staff will issue Farmer's Market Checks to eligible participants only.

I recommend the Common Council approve the resolution at its June meeting. If you have any questions, please feel free to give me a call.

Attach.

cc: M. Montana



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's Women, Infants, and Children's Program (WIC) wishes to enter into an agreement with the State of Connecticut Department of Agriculture for funds in the amount of \$617.50 to be used for supplemental staffing during the Farmer's Market Program; and

WHEREAS, said funds are to be used to administer the issuance of farmer's market coupons to enable WIC participants to purchase fresh fruits and vegetables at the local Farmer's Market during the summer of 2004; and

WHEREAS, the period for the availability of this grant is June 2004 through September 2004; and

WHEREAS, no local match is required.

NOW, THEREFORE, BE IT RESOLVED THAT, the Danbury WIC Office is authorized to sign an agreement with the State of Connecticut Department of Agriculture for this amount and to do all things necessary to administer the 2004 summer Farmer's Market Coupon Program to its clients.



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's Women, Infants, and Children's Program (WIC) wishes to enter into an agreement with the State of Connecticut Department of Agriculture for funds in the amount of \$617.50 to be used for supplemental staffing during the Farmer's Market Program; and

WHEREAS, said funds are to be used to administer the issuance of farmer's market coupons to enable WIC participants to purchase fresh fruits and vegetables at the local Farmer's Market during the summer of 2004; and

WHEREAS, the period for the availability of this grant is June 2004 through September 2004; and

WHEREAS, no local match is required.

NOW, THEREFORE, BE IT RESOLVED THAT, the Danbury WIC Office is authorized to sign an agreement with the State of Connecticut Department of Agriculture for this amount and to do all things necessary to administer the 2004 summer Farmer's Market Coupon Program to its clients.



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

May 26, 2004

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

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

Dear Mayor Boughton and Common Council Members:

Schools Improvements Projects

In order to proceed with the various school projects funded by the 21st Century Danbury bond issue and a project funded by the Vision 21 bond issue, funding forms must be forwarded to the State of Connecticut School Facilities Unit by June 30, 2004. The submittal of the funding forms must be accompanied by Common Council resolutions authorizing the submittal of said funding forms as well as authorizing the various architects working on the projects to prepare schematic drawings.

The Corporation Counsel's office has prepared resolutions with respect to the following projects:

Rogers Park Middle School Additions and Renovations

Broadview Middle School Additions and Renovations

Immanuel Lutheran School Renovations (Head Start)

Middle School Study (third middle school)

Selective Renovations and Upgrades at Other Schools

Danbury High School Existing Science Labs Improvements

We ask that the Common Council approve the proposed resolutions that will allow us to proceed with these worthwhile projects.

Very truly yours,

Patricia A. Ellsworth, P.E.
Assistant City Engineer

C: William J. Buckley, Jr., P.E.
Dena R. Diorio
Laszlo L. Pinter, Esq.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

AUTHORIZING RESOLUTION

Re: Rogers Park Middle School Additions and Renovations

WHEREAS, the City of Danbury Public School District has determined that renovations, additions, alterations and other improvements to school facilities are necessary and desirable; and

WHEREAS, the Danbury 21st Century Bond Issue approved by voters on March 2, 2004, authorized funding for certain schools project(s) identified herein; and

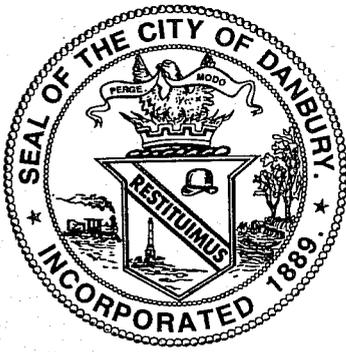
WHEREAS, in order to proceed with the steps necessary to accomplish these purposes and to comply with State mandated funding reimbursement guidelines and procedures, it is necessary that the following be approved:

NOW, THEREFORE, BE IT RESOLVED THAT the Common Council of the City of Danbury hereby establishes a **building committee** consisting of William Buckley, Jr., Patricia A. Ellsworth, Richard Palanzo, Robert Ryerson, Farid Khouri, Dena Diorio; George O'Loughlin, Bobby Poole, Eileen Alberts, Michael Fazio, Scott Ferguson; Anthony Paivo, William Murray; Mary Saracino, Fred Visconti; as the Building Committee with respect to the construction of Rogers Park Middle School pursuant to bond authorization approved by the voters of the City of Danbury on March 2, 2004, known as "21st Century Danbury"; and

BE IT FURTHER RESOLVED THAT the Common Council hereby authorizes the Board of Education to direct the Superintendent of Schools to file **grant applications** "EDO 49" and related, necessary documents for State reimbursement funding for Rogers Park Middle School at 52.14%; and

BE IT FURTHER RESOLVED THAT the Common Council hereby authorizes the Board of Education to prepare **schematic drawings** and outline specifications for the aforementioned project.

BE IT FURTHER RESOLVED THAT such other and necessary actions directly related are hereby approved and authorized in order to accomplish the purposes hereof.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

AUTHORIZING RESOLUTION

Re: Selective Renovations and Upgrades at Other Schools

WHEREAS, the City of Danbury Public School District has determined that renovations, additions, alterations and other improvements to school facilities are necessary and desirable; and

WHEREAS, the Danbury 21st Century Bond Issue approved by voters on March 2, 2004, authorized funding for certain schools project(s) identified herein; and

WHEREAS, in order to proceed with the steps necessary to accomplish these purposes and to comply with State mandated funding reimbursement guidelines and procedures, it is necessary that the following be approved:

NOW, THEREFORE, BE IT RESOLVED THAT the Common Council of the City of Danbury hereby establishes a **building committee** consisting of William Buckley, Jr., Patricia A. Ellsworth, Richard Palanzo, Robert Ryerson, Farid Khouri, Dena Diorio; George O'Loughlin, Bobby Poole, Eileen Alberts, Michael Fazio, Scott Ferguson; Anthony Paivo, William Murray; Mary Saracino, Fred Visconti; as the Building Committee with respect to the construction of Selective Renovations and Upgrades at Other Schools pursuant to bond authorization approved by the voters of the City of Danbury on March 2, 2004, known as "21st Century Danbury"; and

BE IT FURTHER RESOLVED THAT the Common Council hereby authorizes the Board of Education to direct the Superintendent of Schools to file **grant applications** "EDO 49" and related, necessary documents for State reimbursement funding for Selective Renovations and Upgrades at Other Schools at 52.14%; and

BE IT FURTHER RESOLVED THAT the Common Council hereby authorizes the Board of Education to prepare **schematic drawings** and outline specifications for the aforementioned project.

BE IT FURTHER RESOLVED THAT such other and necessary actions directly related are hereby approved and authorized in order to accomplish the purposes hereof.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

AUTHORIZING RESOLUTION

Re: Danbury High School – Existing Science Lab Improvements

WHEREAS, the City of Danbury Public School District has determined that renovations, additions, alterations and other improvements to school facilities are necessary and desirable; and

WHEREAS, the Vision 21 Bond Issue approved by voters on November 2, 1999, authorized funding for certain schools project(s) identified herein; and

WHEREAS, in order to proceed with the steps necessary to accomplish these purposes and to comply with State mandated funding reimbursement guidelines and procedures, it is necessary that the following be approved:

NOW, THEREFORE, BE IT RESOLVED THAT the Common Council of the City of Danbury hereby establishes a **building committee** consisting of William Buckley, Jr., Patricia A. Ellsworth, Richard Palanzo, Robert Ryerson, Farid Khouri, Dena Diorio; George O'Loughlin, Bobby Poole, Eileen Alberts, Michael Fazio, Scott Ferguson; Anthony Paivo, William Murray; Mary Saracino, Fred Visconti; as the Building Committee with respect to the construction of Danbury High School – Existing Science Lab Improvements pursuant to bond authorization approved by the voters of the City of Danbury on November 2, 1999, known as "Vision 21"; and

BE IT FURTHER RESOLVED THAT the Common Council hereby authorizes the Board of Education to direct the Superintendent of Schools to file **grant applications** "EDO 49" and related, necessary documents for State reimbursement funding for Danbury High School – Existing Science Lab Improvements at 52.14%; and

BE IT FURTHER RESOLVED THAT the Common Council hereby authorizes the Board of Education to prepare **schematic drawings** and outline specifications for the aforementioned project.

BE IT FURTHER RESOLVED THAT such other and necessary actions directly related are hereby approved and authorized in order to accomplish the purposes hereof.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

AUTHORIZING RESOLUTION

Re: Broadview Middle School Additions and Renovations

WHEREAS, the City of Danbury Public School District has determined that renovations, additions, alterations and other improvements to school facilities are necessary and desirable; and

WHEREAS, the Danbury 21st Century Bond Issue approved by voters on March 2, 2004, authorized funding for certain schools project(s) identified herein; and

WHEREAS, in order to proceed with the steps necessary to accomplish these purposes and to comply with State mandated funding reimbursement guidelines and procedures, it is necessary that the following be approved:

NOW, THEREFORE, BE IT RESOLVED THAT the Common Council of the City of Danbury hereby establishes a **building committee** consisting of William Buckley, Jr., Patricia A. Ellsworth, Richard Palanzo, Robert Ryerson, Farid Khouri, Dena Diorio; George O'Loughlin, Bobby Poole, Eileen Alberts, Michael Fazio, Scott Ferguson; Anthony Paivo, William Murray; Mary Saracino, Fred Visconti; as the Building Committee with respect to the construction of Broadview Middle School Additions and Renovations pursuant to bond authorization approved by the voters of the City of Danbury on March 2, 2004, known as "21st Century Danbury"; and

BE IT FURTHER RESOLVED THAT the Common Council hereby authorizes the Board of Education to direct the Superintendent of Schools to file **grant applications** "EDO 49" and related, necessary documents for State reimbursement funding for Broadview Middle School Additions and Renovations at 52.14%; and

BE IT FURTHER RESOLVED THAT the Common Council hereby authorizes the Board of Education to prepare **schematic drawings** and outline specifications for the aforementioned project.

BE IT FURTHER RESOLVED THAT such other and necessary actions directly related are hereby approved and authorized in order to accomplish the purposes hereof.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

AUTHORIZING RESOLUTION

Re: Middle School Study – Preparation of Schematic Drawings

WHEREAS, the City of Danbury Public School District has determined that renovations, additions, alterations and other improvements to school facilities are necessary and desirable; and

WHEREAS, the Danbury 21st Century Bond Issue approved by voters on March 2, 2004, authorized funding for certain schools project(s) identified herein; and

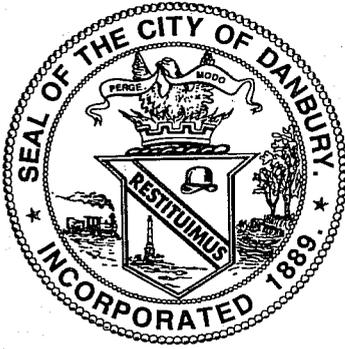
WHEREAS, in order to proceed with the steps necessary to accomplish these purposes and to comply with State mandated funding reimbursement guidelines and procedures, it is necessary that the following be approved:

NOW, THEREFORE, BE IT RESOLVED THAT the Common Council of the City of Danbury hereby establishes a **building committee** consisting of William Buckley, Jr., Patricia A. Ellsworth, Richard Palanzo, Robert Ryerson, Farid Khouri, Dena Diorio; George O'Loughlin, Bobby Poole, Eileen Alberts, Michael Fazio, Scott Ferguson; Anthony Paivo, William Murray; Mary Saracino, Fred Visconti; as the Building Committee with respect to the Middle School Study pursuant to bond authorization approved by the voters of the City of Danbury on March 2, 2004, known as "21st Century Danbury"; and

BE IT FURTHER RESOLVED THAT the Common Council hereby authorizes the Board of Education to direct the Superintendent of Schools to file **grant applications** "EDO 49" and related, necessary documents for State reimbursement funding for the Middle School Study at 52.14%; and

BE IT FURTHER RESOLVED THAT the Common Council hereby authorizes the Board of Education to prepare **schematic drawings** and outline specifications for the aforementioned project.

BE IT FURTHER RESOLVED THAT such other and necessary actions directly related are hereby approved and authorized in order to accomplish the purposes hereof.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

AUTHORIZING RESOLUTION

Re: Immanuel Lutheran School Renovations

WHEREAS, the City of Danbury Public School District has determined that renovations, additions, alterations and other improvements to school facilities are necessary and desirable; and

WHEREAS, the Danbury 21st Century Bond Issue approved by voters on March 2, 2004, authorized funding for certain schools project(s) identified herein; and

WHEREAS, in order to proceed with the steps necessary to accomplish these purposes and to comply with State mandated funding reimbursement guidelines and procedures, it is necessary that the following be approved:

NOW, THEREFORE, BE IT RESOLVED THAT the Common Council of the City of Danbury hereby establishes a **building committee** consisting of William Buckley, Jr., Patricia A. Ellsworth, Richard Palanzo, Robert Ryerson, Farid Khouri, Dena Diorio; George O'Loughlin, Bobby Poole, Eileen Alberts, Michael Fazio, Scott Ferguson; Anthony Paivo, William Murray; Mary Saracino, Fred Visconti; as the Building Committee with respect to the construction of Immanuel Lutheran School Renovations pursuant to bond authorization approved by the voters of the City of Danbury on March 2, 2004, known as "21st Century Danbury"; and

BE IT FURTHER RESOLVED THAT the Common Council hereby authorizes the Board of Education to direct the Superintendent of Schools to file **grant applications** "EDO 49" and related, necessary documents for State reimbursement funding for Immanuel Lutheran School Renovations at 52.14%; and

BE IT FURTHER RESOLVED THAT the Common Council hereby authorizes the Board of Education to direct the Superintendent of Schools to file a **Federal Application SF-424** and related, necessary documents; and

BE IT FURTHER RESOLVED THAT the Common Council hereby authorizes the Board of Education to prepare **schematic drawings** and outline specifications for the aforementioned project; and

BE IT FURTHER RESOLVED THAT such other and necessary actions directly related are hereby approved and authorized in order to accomplish the purposes hereof.



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

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

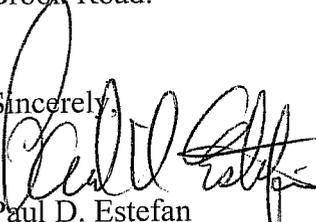
May 21, 2004

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

Dear Mayor & Council Members;

Attached is a resolution for your consideration to acquire 10.7 acres of land on Miry Brook Road.

Sincerely,


Paul D. Estefan
Airport Administrator

Cc: File
Boughton 24

**GRENIER PROPERTY
(STABLE DRIVE)
MIRY BROOK ROAD**

SCHEDULE A

A certain piece or parcel of land containing 469,064 square feet (10.7682 Acres), more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut at Miry Brook Road and known as Tax Assessor's Lot Nos. E19017, E19024, E19025, E19026, E19027, E19031, E19032 and E19033 and a portion of Stable Drive bounded and described as follows:

Commencing at a point on the southerly street line of Miry Brook Road, which point is the northwesterly corner of land of the Grantor and the northeasterly corner of land of The Wooster School Corporation, said point being the northwesterly corner of land herein described, thence running easterly along the southerly street line of Miry Brook Road on the following courses and distances; N. 65° 22' 40" E. a distance of 105.60' to a point, thence N. 75° 07' 30" E. a distance of 171.91' to a point, thence N. 80° 43' 30" E. a distance of 123.10' to a point, thence N. 84° 39' 00" E. a distance of 91.91' to a point, thence due east a distance of 63.85' to a point, thence S. 65° 33' 40" E. a distance of 59.32' to a point, thence S. 57° 06' 10" E. a distance of 156.35' to a point, thence turning and running southerly along the boundary line of the Grantor on the following courses and distances; S. 23° 42' 10" W. a distance of 398.68' to a point, thence S. 52° 41' 50" W. a distance of 251.59' to a point, thence S. 40° 42' 40" E. a distance of 84.00' to a point, thence S. 49° 17' 20" W. a distance of 165.00' to a point on the easterly line of Stable Drive, thence S. 63° 09' 48" W. a distance of 51.50' to a point on the westerly line of Stable Drive, thence S. 58° 31' 27" W. a distance of 325.78 to a point, thence turning and running northerly along the westerly boundary line of the Grantor on the following courses and distances; N. 22° 16' 50" W. a distance of 127.00' to a point, thence N. 33° 55' 20" W. a distance of 18.57' to a point, thence turning and running easterly N. 79° 06' 30" E. a distance of 32.85' to a point, thence turning and running northerly N. 06° 02' 50" E. a distance of 224.64' to a point, thence N. 04° 39' 00" E. a distance of 215.51' to a point, thence N. 03° 12' 50" E. a distance of 139.47' to a point, thence N. 02° 42' 20" E. a distance of 158.69 to the point or place of beginning.

Bounded:

Northerly : By Miry Brook Road.

Easterly : By other land now or formerly of Grantor.

Southerly : By other land now or formerly of Grantor.

Westerly : By land now or formerly of The Wooster School Corporation.

Also known as lots 1, 2, 3, 62, 63, 64, 65, and 66 as well as a portion of Stable Drive as shown on the map referenced below.

For a more particular description reference is made to a map entitled "Sheet 1 of 2 Final Subdivision El Morro-Section 2 Danbury, Connecticut Scale: 1" = 100' Total Area: 99.876 Ac. Zone: RA-40 Aug. 27, 1976 Revised Nov. 2, 1976 Revised Nov. 5, 1976 Owned & to be Developed by: Frank, John, & Eugene Grenier" prepared by Surveying Associates, P.C. 432 Main St.- Danbury, Conn. and certified substantially correct by Paul M. Fagan, L.S. No. 7756, which map is on file in the Danbury Land Records as Town Clerk map No. 6262.



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 pursuant to prior approval granted by the Common Council on April 6, 2004, has applied for grant funding from the Federal Aviation Administration, which if approved will enable the City to acquire 10.7 acres of land on Miry Brook Road (Tax Assessor's lots #s E19017, E19024-27, E19031-33 and T.C. 6262) to enhance airport safety; and

WHEREAS, it will be necessary to acquire interest in and to the 10.7 acres of land as described in Schedule A attached hereto in order to proceed with the airport project; and

WHEREAS, the 10.7 acres of land will have to be acquired either by negotiation with the property owners or by eminent domain, if such negotiations are unsuccessful.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Danbury, through the office of Corporation Counsel, be and hereby is authorized to acquire the 10.7 acres as set forth in Schedule A, so long as the City of Danbury obtains grant funding from the Federal Aviation Administration, on or before December 1, 2004, either by negotiation or eminent domain, through the institution of suit against the interested property owners, their heirs, executors, administrators, successors and assigns and their respective mortgage holders and encumbrancers, if any.



6

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

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

May 10, 2004

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

Dear Mayor Boughton and Common Council Members:

Right to Grade
Circle Terrace and Old Shelter Rock Road

Enclosed please find copies of the right to grade map and legal description prepared by our office. This right to grade is being acquired to address sight line problems at the intersection of Circle Terrace and Old Shelter Rock Road. This right to grade will permit the City to remove trees and to re-grade the steep slope at the corner to improve the safety of the intersection. The right to grade is to be acquired from the following property owners:

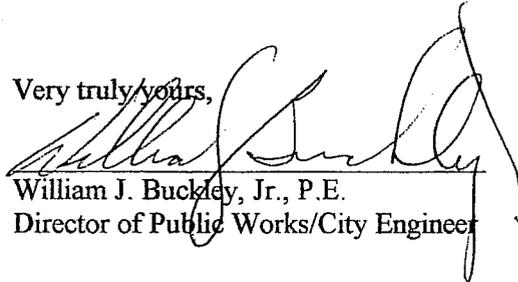
Tax Assessor's Lot No. K14162

Johnnie Bracey and Dorothy Bracey
1 Circle Terrace

We would appreciate if you would authorize the Corporation Counsel's office to take the steps necessary to acquire this right to grade.

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

Encl.

C: Eric L. Gottschalk, Esq., with encl.
Abdul B. Mohamed



RIGHT TO GRADE
JOHNNIE BRACEY AND DOROTHY BRACEY
1 CIRCLE TERRACE (TAX ASSESSOR'S LOT No. K14162)

A certain piece or parcel of land containing 630 square feet (.0145 Acre), more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut at 1 Circle Terrace and known as Tax Assessor's Lot No. K14162 (portion of).

The right to grade an area of an existing slope varying from 0 to 32 feet in width as measured from the southeasterly right of way line of Old Shelter Rock Road and approximately 110 feet in length as measured from the westerly right of way line of Circle Terrace on the property of the Grantors herein.

Commencing at a point on the southeasterly street line of Old Shelter Rock Road, which point is the southwesterly corner of land of the Grantors thence running northerly along the southeasterly right of way line of Old Shelter Rock Road the following courses and distances N. $23^{\circ} 58' 06''$ E. a distance of 42.50' to a point, thence N. $46^{\circ} 38' 14''$ E. a distance of 54.06' to the point or place of beginning, said point being the southwesterly corner of land herein described, thence running northerly along the southeasterly right of way line of Old Shelter Rock Road the following courses and distances N. $46^{\circ} 38' 14''$ E. a distance of 31.09' to a point, thence N. $63^{\circ} 37' 46''$ E. a distance of 13.00' to a point, thence turning and running along a curve to the right with a delta angle of $39^{\circ} 41' 33''$ a radius of 30.00' a length of curve of 20.78' and a chord of S. $77^{\circ} 41' 15''$ E a distance of 20.37' to a point, thence turning and running through the land of the Grantors along the following courses and distances S. $53^{\circ} 54' 44''$ W. a distance of 30.04' to a point, thence S. $80^{\circ} 21' 04''$ W. a distance of 30.30' to the point or place of beginning.

This area is more particularly shown and designated as "Slope Rights to be Acquired Area = 630 sq. ft. (0.0145 Acre)" and shaded on a certain map entitled "Map Showing Proposed Right to Grade to be Acquired by the City of Danbury from Johnnie Bracey and Dorothy Bracey 1 Circle Terrace Danbury, Connecticut Scale: 1" = 20' May 6, 2004" prepared by the Engineering Department of the City of Danbury and certified substantially correct by Michael S. Pierwola, R.L.S. No. 70139, 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 improve safety at the intersection of Circle Terrace and Old Shelter Rock Road by removing trees, re-grading the steep slope at the corner and generally addressing sight line problems; and

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

WHEREAS, eminent domain proceedings will be necessary if the City Of Danbury cannot agree with the owners of said property 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 December 1, 2004 property interests as set forth in the attached legal description 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.



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 improve safety at the intersection of Circle Terrace and Old Shelter Rock Road by removing trees, re-grading the steep slope at the corner and generally addressing sight line problems; and

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

WHEREAS, eminent domain proceedings will be necessary if the City of Danbury cannot agree with the owners of said property 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 December 1, 2004 property interests as set forth in the attached legal description 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.



7

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

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

May 5, 2004

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

Dear Mayor Boughton and Common Council Members:

Moran Avenue - Storm Drainage Easements

Enclosed please find copies of the easement maps and legal descriptions prepared by our department for storm drainage easements required on properties abutting Moran Avenue to address an existing drainage issue. The easements required are as follows:

Tax Assessor's Lot No. I12180

Harold W. Weeks
6 Moran Avenue

Tax Assessor's Lot No. I12181

Carlos R. Vasquez and Marisol Vasques
4 Moran Avenue

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

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 Moran Avenue; 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 December 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.

HAROLD W. WEEKS
PERMANENT STORM DRAINAGE AND TEMPORARY CONSTRUCTION EASEMENTS
(TAX ASSESSOR'S LOT NO. I12180)

A certain piece or parcel of land containing 565 square feet (0.0130Acre), more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut at No. 6 Moran Avenue and known as Tax Assessor's Lot No. I12180 (portion of) bounded and described as follows:

Commencing at an iron pin located on the westerly street line of Moran Avenue, which point is the southeasterly corner of land of the Grantor and the land herein described, thence running westerly along the southerly boundary line of the Grantor S. 85° 20' 00" W. a distance of 78.55 feet to a point, thence turning and running northeasterly and easterly through the land of the Grantor the following courses and distances: N. 36° 28' 15" E. a distance of 9.96 feet to a point, thence N. 85° 20' 00" E. a distance of 72.00 feet to a point on the westerly street line of Moran Avenue, thence turning and running southerly along the westerly street line of Moran Avenue S. 04° 40' 00" E. a distance of 7.50 feet to the point or place of beginning.

Bounded:

Northerly : By other land of the Grantor.

Easterly : By Moran Avenue

Southerly : By land now or formerly of Carlos R. Vasquez and Marisol Vasquez.

Westerly : By other land of the Grantor.

Together with a 15 feet wide temporary construction easement located adjacent to and parallel with the northerly and westerly lines of said permanent easement, as shown on the hereunder referenced map.

For a more particular description, reference is made to a map entitled "Map Showing Proposed Drainage Easement Through the Land of Harold W. Weeks No. 6 Moran Avenue, Danbury, Connecticut Scale: 1" = 20' May 5, 2004" 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.

CARLOS R. VASQUEZ AND MARISOL VASQUEZ
PERMANENT STORM DRAINAGE AND TEMPORARY CONSTRUCTION EASEMENTS
(TAX ASSESSOR'S LOT NO. I12181)

A certain piece or parcel of land containing 1,277 square feet (0.0293 Acres), more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut at No. 4 Moran Avenue and known as Tax Assessor's Lot No. I12181 (portion of) bounded and described as follows:

Commencing at an iron pin located on the westerly street line of Moran Avenue, which point is the northeasterly corner of land of the Grantors and the land herein described, thence running southerly along the westerly street line of Moran Avenue S. 04° 40' 00" E. a distance of 7.50 feet to a point, thence turning and running westerly through the land of the Grantors on the following courses and distances: S. 85° 20' 00" W. a distance of 65.18 feet to a point, thence S. 36° 28' 15" W. a distance of 59.91 feet to a point on the easterly street line of Edgewood Drive, thence turning and running northerly along the easterly street line of Edgewood Drive N. 02° 54' 20" W. a distance of 23.64 feet to a point, thence turning and running northeasterly through the land of the Grantors N. 36° 28' 15" E. a distance of 38.49 feet to a point on the northerly boundary line of the Grantors, thence turning and running easterly along the northerly boundary line of the Grantors N. 85° 20' 00" E. a distance of 78.55 feet to the point or place of beginning.

Bounded:

Northerly : By land of the Grantors and by land now or formerly of Harold W. Weeks, each in part.

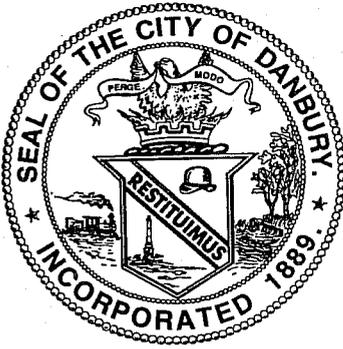
Easterly : By Moran Avenue.

Southerly : By other land of the Grantors.

Westerly : By Edgewood Drive and by other land of the Grantors, each in part.

Together with a 15 feet wide temporary construction easement located adjacent to and parallel with the southerly line of said permanent easement as shown on the hereunder referenced map.

For a more particular description, reference is made to a map entitled " Map Showing Proposed Drainage Easement Through the Land of Carlos R. & Marisol Vasquez No. 4 Moran Avenue, Danbury, Connecticut Scale: 1" = 20' May 5, 2004" prepared by the Engineering Department of the City of Danbury and certified substantially correct by Ireneo H. Despojado, P.E.&L.S. No. 1205, 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 Moran Avenue; 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 December 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.



9

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

May 26, 2004

Honorable Members of the Common Council
City of Danbury

Dear Council Members:

I hereby submit for your confirmation the promotion of Wellington S. Hart to the position of Highway Superintendent within the Highway Department.

Wellington, more commonly known as "Duke," has been employed with the City of Danbury since December 5, 1983 where he started out as a Truck Driver in the Highway Department. During his employment with the City of Danbury, Duke has worked his way to the position of General Foreman in July 2003. Since Frank Cavagna's retirement, Duke has been acting as the Highway Superintendent on a temporary basis. Duke's ability to organize and work effectively with subordinates as well as management make him a valuable asset to the Highway Department and to the City. Duke has successfully completed the Civil Service requirements for this position.

Therefore, pursuant to Section 6-3 of the City Charter, I hereby appoint Wellington S. Hart as Highway Superintendent.

Thank you for your consideration of this appointment.

Sincerely,

Mark D. Boughton
Mayor

MDB/ecc



10

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

May 26, 2004

Honorable Members of the Common Council
City of Danbury

Dear Council Members:

I hereby submit for your confirmation the promotion of Detective Sergeant James Fisher to the rank of Lieutenant within the Danbury Police Department. Detective Sergeant Fisher has successfully completed the Civil Service requirements for this position.

Detective Sergeant Fisher was appointed to the Police Department on November 23, 1982. At the present time, Det. Sgt. James Fisher is the commanding officer of the Special Investigations Division (SID). While in this capacity for the last four years, Det. Sgt. Fisher has performed in a most incredible way as the lead investigator in numerous narcotics investigations in Danbury and the surrounding area. Additionally, Det. Sgt. Fisher enjoys the deepest of respect from other Departments as well as Federal agencies (FBI, DEA, etc.) with which he and his investigators have shared numerous investigative responsibilities.

Det. Sgt. Fisher has been responsible for hundreds of thousands of dollars in seized assets benefiting this Department because of his highly successful efforts, as well as closely developed relationships with various Federal Agencies.

SID most recently successfully concluded, with the FBI, a major Dominican trafficking investigation that distributed thousands of pounds of cocaine from Florida to New England. This investigation alone will result in the forfeiture of several hundred thousand dollars to this Department. Det. Sgt. Fisher is currently committed to another local joint investigation with the FBI, which has the potential for similar results.

Det. Sgt. Fisher currently holds the number one position on the Lieutenant promotional list. I would further suggest that due to his outstanding effectiveness, that he remain in place as the commander of SID, thus at a rank of Detective Lieutenant. This is not an unusual occurrence since his predecessor also enjoyed the same rank prior to his retirement.

Thank you for your consideration of this appointment.

Sincerely,

Mark D. Boughton
Mayor

MDB/ecc





11

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

May 21, 2004

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 as members of the Danbury Library Board of Directors with terms to expire January 1, 2007:

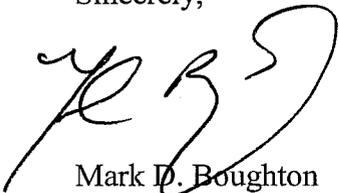
John Hoffer [R]
10 Oak Ridge Avenue
Danbury, CT 06810

Edward Moore, Sr. [D]
3 Ezra Road
Danbury, CT 06811

Mr. Hoffer serves as chairman of the Danbury Library Board of Directors and is very active in the Library's lobbying efforts. Mr. Moore is an active member of the Board and a strong supporter of the Library.

Thank you for your consideration of this appointment.

Sincerely,



Mark D. Boughton
Mayor



12

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

May 21, 2004

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Common Council Members:

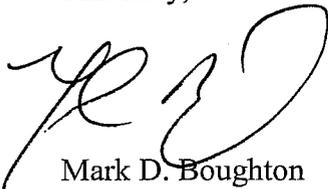
I hereby submit for your confirmation the appointment of the following individual as a member of the Tarrywile Park Authority, to replace Roger Schmiedel who resigned, with a term to expire January 1, 2007:

Theodore A. Cutsumpas (R)
1 Ryders Lane
Danbury, CT 06810

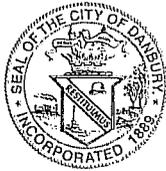
Mr. Cutsumpas is active in the community with several organizations including a term as president of the Danbury Jaycees. A neighbor and regular visitor of Tarrywile Park, Ted will be an active member of the Tarrywile Park Authority.

Thank you for your consideration of this appointment.

Sincerely,



Mark D. Boughton
Mayor



13

CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

RICHARD M. PALANZO
SUPERINTENDENT

Department of Public Buildings

Telephone: (203)797-4584
Facsimile: (203)796-1528
Email: r.palanzo@ci.danbury.ct.us

April 13, 2004

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

Re: Interior Acrylic Latex Paint Donation to the Public Buildings Department.

Dear Mayor Boughton and Members of the Common Council,

The Public Buildings Department has received a donation of (60) sixty gallons of interior acrylic latex paint from Mr. Mark Deysenroth of 17 James Street, Danbury, CT. This donation consists of five-gallon containers of various colors including red, beige and light blue. This paint will be used at city buildings based upon need.

I request that this generous donation be accepted at the May meeting of the Common Council.

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

Very truly yours,

Richard M. Palanzo
Superintendent of Public Buildings



14

CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES
COMMISSION ON AGING

Danbury Senior Center

Elmwood Hall
10 Elmwood Place
(203) 797-4686

May 26, 2004

Municipal Agent

80 Main Street
(203) 796-1513

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 Department of Elderly Services has received the following donations:

Team Inc., Community Action Program	50.00
Almost Family	25.00
The Gardens	25.00

Please accept these donations and transfer the above \$100.00 to line item 5002-5311 Professional Services.

Thank you very much.

Respectfully,


Susan Tomasio, LCSW

Director of Elderly Services

cc: Dena Diorio - Director of Finance

The Gardens
8 Glen Hill Rd
Danbury, CT 06811

4/30/2004

PAY TO THE ORDER OF Danbury Senior Center

\$ **25.00

DOLLAR

Twenty-Five and 00/100*****

Danbury Senior Center
80 Main Street
Danbury, CT 06810

[Signature]
AUTHORIZED SIGNATURE

MEMO Danbury Senior Chorus - Entertainment

⑈002543⑈ ⑆221172241⑆ 690 023 364⑈

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

ALMOST family

258532

9510 Ormsby Station Road, Suite 300
Louisville, KY 40223
(502) 899-5355

Bank One NA
P O Box 1045
Columbus, OH
43271-1045
56-1544 / 441

DATE	5/12/2004
AMOUNT	***25.00

Void after 90 days

PAY Twenty-Five and 00/100*****

TO THE ORDER OF DANBURY SENIOR CENTER DANBURY

[Signature]

CHECK IS PRINTED ON SECURITY PAPER WHICH INCLUDES FLUORESCENT FIBERS. BORDER CONTAINS MICROPRINTING.

⑈258532⑈ ⑆044115443⑆ 616285748⑈

TEAM, INC.
COMMUNITY ACTION PROGRAM
30 ELIZABETH STREET
DERBY, CT 06418

WEBSTER BANK
WATERBURY, CT 06720
51-7010/2111

77384

CHECK 792-13422-1

** Fifty Dollars and 00 Cents **

04/16/2004 *****50.00
DATE AMOUNT

NOT VALID AFTER 120 DAYS

Danbury Sr Ctr
Main St
Danbury CT 06810

[Signature]
AUTHORIZED SIGNATURE

⑈077384⑈ ⑆211170101⑆ 108 005 655⑈



15

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

May 24, 2004

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

Re: Christopher Columbus Memorial Recognition

Dear Mayor Boughton and Fellow Members of the Common Council:

It has been brought to my attention by my brothers and sisters of the Amerigo Vespucci Lodge, Order Sons of Italy in America, that the City of Danbury currently has no permanent recognition in honor of Christopher Columbus. Many (if not all) major cities in Connecticut and other states have established some sort of permanent memorial to this great Italian explorer, credited with the Old World's discovery of the Americas. Such recognition often comes in the form of naming a road, a park or public plaza.

As Italian-Americans have been an integral part of the cultural fabric of Danbury and have contributed greatly to its growth and success, I feel it is only fitting that Danbury consider establishing a lasting honor in the memory of Christopher Columbus. I therefore request that a Common Council ad-hoc committee be created to consider appropriate options and to work in cooperation with the Mayor's Office in creating this memorial honor.

Respectfully yours,

Vincent P. Nolan, Jr.
Council President
Danbury Common Council



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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

May 19, 2004

Honorable Members of the Common Council
City of Danbury, Connecticut

RE: 9-11 Memorial Design Services Donation

Dear Common Council Members:

The City of Danbury is finalizing plans for a permanent 9-11 Memorial for dedication on September 11, 2004. A committee has worked hard on this project this year by selecting a wonderful site on Main Street and commissioned a world-renowned glass sculpture artist. The 2003-2004 budget allocated \$45,500 for the memorial and we plan to raise additional private funds for site construction.

Two professional design firms have graciously donated their services for preparations of the 9-11 Memorial site on Main Street. I am requesting you accept the following donations:

Engineering design services for site construction - \$5,000
Friar & Associates
281 Farmington Avenue
Farmington, CT 06032

Landscaping design services for site construction - \$5,000
Didona & Associates
70 North Street
Danbury, CT 06810

Thank you for your consideration of this matter.

Sincerely,

Mark D. Boughton
Mayor



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CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

May 19, 2004

Honorable Members of the Common Council
City of Danbury, Connecticut

RE: 9-11 Memorial Bidding Process

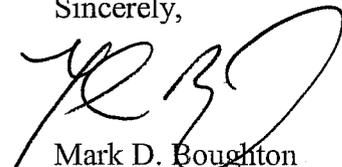
Dear Common Council Members:

The City of Danbury is finalizing plans for a permanent 9-11 Memorial for dedication on September 11, 2004. A committee has worked hard on this project this year by selecting a wonderful site on Main Street and commissioned a world-renowned glass sculpture artist. The 2003-2004 budget allocated \$45,500 for the memorial and we plan to raise additional private funds for site construction.

I am requesting the Common Council waive the normal competitive bidding process for the site construction of the 9-11 Memorial so we can assure our tight design and construction schedule will meet the calendar. NYCONN Landscaping & Design was the successful low bidder for the Library Plaza renovation and is exceeding expectations on scheduling performance and work quality. We anticipate the site work for the 9-11 Memorial to remain below \$45,000 and request an award of this work to NYCONN Landscaping & Design subject to the receipt of private donations to fund the contract.

Thank you for your consideration of this matter.

Sincerely,



Mark D. Boughton
Mayor



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CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

May 19, 2004

Honorable Members of the Common Council
City of Danbury, Connecticut

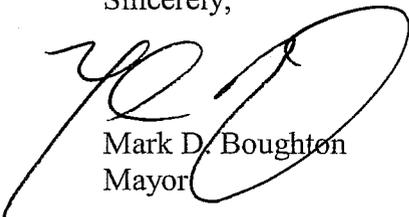
Dear Common Council Members:

The City of Danbury is finalizing plans for a permanent 9-11 Memorial for dedication on September 11, 2004. A committee has worked hard on this project this year by selecting a wonderful site on Main Street and commissioned a world-renowned glass sculpture artist. The 2003-2004 budget allocated \$45,500 for the memorial however this amount is insufficient to erect the designed sculpture.

I am requesting a fund be created to accept private individual and corporate donations for the 9-11 Memorial. Due to time constraints of design and construction prior to the planned dedication of the memorial we are requesting permission to accept these donations and expend the monies. We will provide a detailed report of all donations at the October 5, 2004 Common Council meeting.

Thank you for your consideration of this matter.

Sincerely,



Mark D. Boughton
Mayor



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CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

May 21, 2004

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Common Council Members:

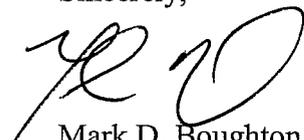
We recently discovered an old gem in storage at the Civil Defense building at Danbury Airport. A 1964 Plymouth station wagon formerly used by the City of Danbury Civil Defense Police remained under wraps in storage for many years. Special Police Officers Al Lourenco and Phil Colla "adopted" this car to refurbish."

SPOs Lourenco and Colla engaged volunteer mechanic help from Dan Lourenco and Rocky Hyde of Danbury Rent-A-Truck and services from Specialty Warning Systems and Auto-Brite Car Wash to complete the work on the car. They also worked with Civil Preparedness Director Paul Estefan to locate old Civil Defense Police uniforms. New England Uniform and Pioneer Cleaners donated cleaning and tailoring services to outfit SPOs Lourenco and Colla in period uniforms to match the old car.

The proud operators of the 1964 Plymouth attended the Emergency Operations Center dedication ceremony at City Hall on May 6, 2004 dressed in their "new" uniforms. Al and Phil will drive the car in the 2004 Memorial Day Parade. I am writing to request the Common Council accept the numerous donations of time, talent and treasure for this project. I am grateful for Al & Phil's initiative to preserve Danbury's history of emergency services in our community.

Thank you for your consideration of this recognition.

Sincerely,



Mark D. Boughton
Mayor



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CITY OF DANBURY

DANBURY, CONNECTICUT 06810

Fire Department
19 New Street

Peter J. Siecienski, Chief
(203)796-1550
Fax (203) 796-1533

Revised

DATE: MAY 11, 2004

**TO: MARK D. BOUGHTON, MAYOR
& COMMON COUNCIL MEMBERS**

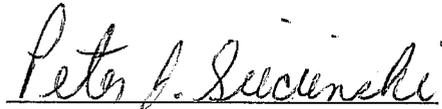
FROM: PETER J. SIECIENSKI, FIRE CHIEF

RE: SPECIAL SERVICE ACCOUNT #2010.5052

**CC: DENA R. DIORIO, DIRECTOR OF FINANCE
JIMETTA L. SAMAHA, ASSISTANT CITY CLERK**

I am requesting \$15,000.00 be transferred into the Special Services Account #2010.5052 due to ongoing events. This item, as detailed in our budget narrative, is a wash item and the funds are returned as invoices are paid. The unencumbered balance as of week ending 05/08/04 is \$1,452.00.

If further information is needed, please contact.


Peter J. Siecienski, Fire Chief

PJS/ft
SpecialServsTrans



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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

May 25, 2004

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

Re: Woodland Group II, LLC

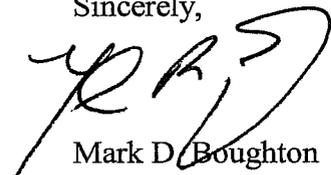
Dear Council Members:

In November of 2002 the Woodland Group II, LLC obtained approval for a Master Plan of Development of their 545 acre property located off Old Ridgebury and Saw Mill Roads. The plan calls for a phased development of the property, with a variety of uses, including the construction of a sports stadium and the donation of land to the city. During the course of our discussions regarding the sports stadium the property owners broached the subject of a change in concept.

As an alternative to the construction of a sports stadium, the property owners have proposed the donation of property and the payment of a substantial sum to the city. The complete terms of this proposal will be embodied in a contract, which will be provided to the committee that I intend to appoint to review this matter in detail.

If you have any questions please contact me.

Sincerely,



Mark D. Boughton
Mayor



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CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

May 26, 2004

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

Re: Municipal Waste Disposal Agreement
Danbury – Housatonic Resources Recovery Authority
Amendment No. 3

Dear Council Members:

In 1991 we entered into an agreement with the Housatonic Resources Recovery Authority and the HRRA, in turn, entered into an agreement with Wheelabrator Environmental Systems, Inc., creating a system of municipal solid waste disposal for the region. Since then, both agreements have been amended and restated on different occasions. On May 21, 2004, Authority members voted in favor of various modifications to the HRRA-Wheelabrator Agreement, including a modification to the HRRA administrative fee to be collected from solid waste collectors using the system. The amendment to the HRRA-Wheelabrator Agreement makes it necessary to amend the HRRA-Danbury Agreement as well.

Accordingly, please find enclosed copies of the Danbury-HRRA Agreement and the tentative HRRA-Wheelabrator Agreement for your review. You will find a marked copy showing changes to the current HRRA-Wheelabrator Agreement attached to the proposed HRRA-Danbury Agreement as Appendix A. Please authorize me to execute the HRRA-Danbury Agreement on behalf of the City. If you have any questions about this, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Boughton", written over a circular stamp or seal.

Mark D. Boughton
Mayor

[FORM OF]

MUNICIPAL

WASTE DISPOSAL AGREEMENT

BETWEEN

HOUSATONIC RESOURCES RECOVERY AUTHORITY

AND

THE [TOWN/CITY] OF _____, A MUNICIPALITY

OF THE STATE OF CONNECTICUT

FOR THE PROVISION OF MUNICIPAL SOLID WASTE DISPOSAL SERVICES

DATED AS OF _____, ~~1991~~OCTOBER 15, 1991,

AND

RESTATED TO INCLUDE THE PROVISIONS OF

AMENDMENT NO. 1 THERETO, DATED AS OF JUNE 9, 1992,

AMENDMENT NO. 2 THERETO, DATED AS OF JUNE 21, 1992 AND

AMENDMENT NO 3 THERETO, DATED AS OF JULY 1, 2004

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**MUNICIPAL WASTE DISPOSAL AGREEMENT BETWEEN
HOUSATONIC RESOURCES RECOVERY AUTHORITY AND THE [TOWN/CITY] OF
_____, A MUNICIPALITY OF THE STATE OF CONNECTICUT
FOR THE PROVISION OF MUNICIPAL SOLID WASTE DISPOSAL SERVICES**

DATED AS OF _____, 1991

PREAMBLE

This Agreement, made and dated as of the ____ day of _____, 1991, by and between the **HOUSATONIC RESOURCES RECOVERY AUTHORITY**, a regional resources recovery authority created pursuant to the provisions of Chapter 103b of the Connecticut General Statutes with offices located at Old Town Hall, Routes 25 and 133, Brookfield, Connecticut (hereinafter referred to as the "Authority"), and the Town/City of _____ in the State of Connecticut, a municipality and political subdivision of the State of Connecticut (hereinafter referred to as the "Municipality"), acting by and through its municipal authority having legal jurisdiction over solid waste management within the corporate limits of the municipality.

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of Section 22a-220(a) of the Connecticut General Statutes, the Municipality is required to make provisions for the safe and sanitary disposal of all solid wastes which are generated within its boundaries; and

WHEREAS, pursuant to the provisions of Section 22a-220(g) of the Connecticut General Statutes, the Municipality is authorized to contract with a regional entity to assist the Municipality to comply with the

Municipality's statutory waste disposal obligations; and

WHEREAS, the Authority is a regional entity formed pursuant to Chapter 103b of the Connecticut General Statutes with the authority to implement a regional solid waste management plan; and

WHEREAS, the Authority and the Municipality desire to enter into an agreement pursuant to which the Authority will assist the Municipality to comply with the Municipality's statutory waste disposal obligations by creating a regional solid waste disposal program.

NOW THEREFORE, in consideration of the premises and the mutual agreements and undertakings set forth herein, the parties agree as follows:

REPRESENTATIONS OF THE PARTIES

A. Representations of the Municipality. The Municipality represents that:

1. It has an affirmative obligation under State law (Section 22a-220(a) of the General Statutes) to make provision for the safe and sanitary disposal of all solid wastes (other than hazardous wastes) generated within its boundaries.

2. It is authorized by State statute to provide for and regulate the collection and disposal of garbage, trash, rubbish, waste material and ashes by contract or otherwise and to

designate the place of disposal (Section 22a-220a of the General Statutes).

3. The Municipalities of Bethel, Bridgewater, Brookfield, Danbury, Kent, New Fairfield, New Milford, Newtown, Redding, Ridgefield and Sherman collectively constitute a solid waste planning region for the purposes of the State Solid Waste Management Plan (hereinafter called the "Plan").

4. Pursuant to its obligations under Chapter 446d of the General Statutes, it has determined that the HRRRA Program (hereinafter defined) effectuates and constitutes an integral part of a regional solid waste management plan in conformity with the Plan and the provisions of Chapter 446d.

5. Pursuant to the authority granted it under Chapter 446d and Title 7 of the General Statutes, it shall enact an ordinance or other enforceable legal instrument directing that all Acceptable Waste generated within its boundaries be delivered to the System so that the Individual Guaranteed Annual Tonnage can be met.

6. It is authorized by Section 22a-221 of the General Statutes (i) to enter into a long-term contract with the HRRRA for adequate resource recovery and waste disposal processing, (ii) to pay reasonable fees and charges established for such services and (iii) to pledge the full faith and credit of the Municipality for the payment of such fees and charges; and pursuant to such statute, it is authorized to enter into and perform this Agreement.

7. The Municipality has been advised by HRRRA that the Participating Municipalities (as hereinafter defined) when they shall have executed a Municipal Waste Disposal Agreement (as herein defined) with HRRRA will have agreed that it is in the best interest of each of such Municipalities and HRRRA to dispose of Acceptable Waste through the HRRRA System.

8. The Municipality has been advised by HRRRA that the member representatives of HRRRA have reviewed the provisions of this Agreement and have voted to recommend its approval and its execution.

9. The Municipality has received and reviewed such matters and such information as it considers necessary or appropriate for such execution and has taken such action as is required or necessary, acting pursuant to its charter and/or General Statutes or Special Act to cause this Agreement to be binding on it and enforceable as to its terms.

B. Representations of the Authority. The Authority represents that:

1. It is the policy of the State of Connecticut that "maximum resources recovery from solid waste and maximum recycling and reuse of such resources in order to protect, preserve and enhance the environment of the state shall be considered environmental goals of the state;" and "that solid

waste disposal and resources recovery facilities and projects are to be implemented either by the State of Connecticut or under state auspices, in furtherance of these goals." General Statutes Section 22a-259 (1) and (2).

2. It is a regional resources recovery authority established pursuant to the provisions of Chapter 103b of the General Statutes with the authority to implement a regional solid waste management plan, consistent with the Plan, and in connection therewith to (a) make plans, surveys, investigations and studies necessary and desirable in a furtherance of a regional solid waste management plan; (b) to make provisions for the management of a regional solid waste management plan; (c) to contract with the Participating Municipalities and with third party vendors to provide for the disposition of municipal solid waste; (d) to charge reasonable fees for the services it performs; and (e) to do all things necessary for the conduct of a comprehensive program for solid waste disposal and resources recovery and for solid waste management services in accordance with law.

3. The HRRRA System includes not less than one fully licensed and permitted facility owned and operated within the State by subsidiaries of Wheelabrator Environmental Systems, Inc., a Delaware corporation with a business address at Liberty Lane, Hampton, New Hampshire 03842 (hereinafter referred to as "WES").

4. It has agreed with WES to provide for the disposal of

the Municipality's Acceptable Waste at one of WES's resources recovery facilities.

5. By entering into this Municipal Waste Disposal Agreement, it is assisting the Municipality to comply with the Municipality's statutory waste disposal obligations as contemplated in Section 22a-220(g) of the General Statutes.

ARTICLE I

Section 1.01 Definitions.

(a) "Acceptable Waste" means all household garbage, trash, rubbish, refuse, and combustible agricultural, commercial, governmental and light industrial waste now normally or which may be hereinafter collected and disposed of by or on behalf of the Municipality, but excluding (a) explosives and ordinance materials, pathological wastes, chemicals, radioactive materials, oil, sludges, highly inflammable substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, nonburnable construction materials and demolition debris (but home remodelling waste and debris in reasonable quantities are not considered "demolition debris") and hazardous refuse of any type or kind (including those addressed by regulations adopted by the United States Environmental Protection Agency ("EPA") pursuant to the Resource Conservation Recovery Act of 1976, as amended, or other federal statutes or adopted by the Connecticut Department of Environmental Protection ("DEP")), such as, but not limited to, cleaning fluids, crankcase oils, cutting oils,

hazardous paints, acids, caustics, poisons, drugs, radioactive materials, fine powdery earth used to filter cleaning fluid and refuse of similar nature), (b) any item of waste exceeding six feet in any one of its dimensions or being in whole or in part of a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion, (c) all large household appliances, commonly referred to as "white goods" including, without limitation, refrigerators, stoves, washing machines, drying machines and the like, (d) all items designated from time to time by the Connecticut Commissioner of Environmental Protection pursuant to the provisions of Section 22a-241b(a) of the General Statutes as suitable for recycling and such other items as are actually recycled, and (e) all other items of waste which WES reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Facilities or be in violation of any judicial decision, order or action of any federal, state or local government of any agency thereof, or any other regulatory authority or applicable law or regulations. The parties recognize that some substances which are not, as of the date of this Agreement, considered harmful or of a toxic nature or dangerous, may be determined as such by DEP and/or EPA subsequent to the date hereof as hazardous, toxic, dangerous or harmful, and at the time of such determination, such substances shall cease to be Acceptable Waste.

(b) "Aggregate Guaranteed Annual Tonnage" means 115,284 Tons of Acceptable Waste per full Contract Year.

(c) "Aggregate Minimum Annual Tonnage" means 90% of the Aggregate Guaranteed Annual Tonnage.

(d) "Aggregate Shortfall" means the amount, if any, by which the

Aggregate Minimum Annual Tonnage exceeds the actual number of Tons of Acceptable Waste delivered to the HRRRA System from or on behalf of all Participating Municipalities (including without limitation any replacement tonnage and mitigation tonnage contemplated in Section V.3 of the Waste Supply and Disposal Agreement) during any full Contract Year.

(e) "Aggregate Shortfall Fee" means the total of the Shortfall Fees set forth in Section V.3 and the Shortfall Tonnage Fees set forth in Section V.4 of the Waste Supply and Disposal Agreement for a Contract Year.

(f) "Collector" means any person who holds himself out to collect refuse or solid waste from residential, commercial or other establishments.

(g) "Contract Year" means each one-year period beginning on July 1.

(h) "Facilities" means as set forth on page one of the Waste Supply and Disposal Agreement.

(i) "HRRRA Program" means the services performed by HRRRA to develop, operate and manage an efficient and economical regional solid waste management and resources recovery program for the acceptance, transportation and disposal of municipal solid waste, including but not limited to the services to be performed by HRRRA pursuant to this Municipal Waste Disposal Agreement and the Waste Supply and Disposal Agreement and such ancillary services as providing for transportation of Acceptable Waste from the Transfer Station to the Facilities or as otherwise directed, providing a site or sites for the Transfer Station or Transfer Stations, and such other solid waste services as may be necessary or convenient to support a comprehensive solid waste

management program pursuant to the provisions of Chapters 103b and 446d of the General Statutes and addressing fees and costs associated with all of the above.

(j) "HRRRA Program Fee" means that uniform fee per ton in any particular Contract Year determined and calculated as set forth in Section 4.01(e) hereof.

(k) "Individual Guaranteed Annual Tonnage" means the number of Tons of Acceptable Waste per full Contract Year set forth in Schedule A attached hereto designated as being applicable to the Municipality.

(l) "Individual Minimum Annual Tonnage" means 90% of the Individual Guaranteed Annual Tonnage.

(m) "Individual Shortfall" means the amount, if any, by which the Individual Minimum Annual Tonnage exceeds the actual number of Tons of Acceptable Waste delivered to the HRRRA System from or on behalf of the Municipality (including without limitation any replacement tonnage and mitigation tonnage contemplated in Section V.3 of the Waste Supply and Disposal Agreement allocated to it pro rata on the basis of delivered tonnage) during any full Contract Year.

(n) "Individual Shortfall Fee" means (i) during the first Contract Year after the Effective Date of the Waste Supply and Disposal Agreement, that portion of the Aggregate Shortfall Fee derived by multiplying the Aggregate Shortfall Fee by the fraction of which the numerator is the population of the Municipality set forth in Schedule A and the denominator is the aggregate populations of all Participating Municipalities as set forth in Schedule A, and (ii) for any other Contract Year the Municipality's share of the Aggregate Shortfall Fee in such Contract Year calculated by multiplying such Aggregate Shortfall Fee by a fraction of which the numerator shall be the Individual Shortfall for such a Contract Year and the denominator shall

be the aggregate of the Individual Shortfalls in such Calendar Year of all Participating Municipalities with such shortfalls.

(o) "Interim Service" means the service to be provided directly by WES to any Participating Municipality in accordance with Section VIII of the Waste Supply and Disposal Agreement.

(p) "Municipal Service Fee" means the uniform charge per ton of Acceptable Waste delivered to the HRRRA System in any particular Contract Year determined and calculated as set forth in Section 4.01(d) hereof.

(q) "Municipal Waste Disposal Agreement" means this Agreement and any agreement substantially similar in form and substance entered into by and between HRRRA and any of the member municipalities of HRRRA.

(r) "Participating Municipalities" means the municipalities that have entered into a Municipal Waste Disposal Agreement with HRRRA.

(s) "System" means the provision of a Transfer Station and Facilities and operation thereof, the transportation of Acceptable Waste from the Transfer Station to the Facilities or as otherwise required pursuant to the Waste Supply and Disposal Agreement, the acceptance and disposal of Acceptable Waste by WES pursuant to the Waste Supply and Disposal Agreement and such other services as shall be provided by WES pursuant to the Waste Supply and Disposal Agreement (and other third party vendors as may be contracted to supply associated services).

(t) "Transfer Station" or "Transfer Stations" mean the transfer station or transfer stations designated by HRRRA located or to be located within one or more of the Participating Municipalities to be used for the transfer of Acceptable Waste from local Collectors' vehicles to vehicles appropriate for hauling such Acceptable Waste to the Facilities.

(u) "Waste Supply and Disposal Agreement" means the Agreement by and between HRRR and WES dated as of October 23, 1991 ~~as~~ and amended by agreement dated as of July 1, 1993, as further amended or to be amended generally in accordance with that certain proposed amendment thereto considered by ~~the agreement in principle between such parties as set forth in the Memorandum~~ members of Understanding dated March 23, 1993 HRRR at its meeting held on May 21, 2004 and as may be further amended from time to time in a non-material manner.

Section 1.02 General Definitions and Construction. As used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular and the feminine as well as the masculine;

(b) all other terms used herein which are defined in the Waste Supply and Disposal Agreement either directly or by reference therein, have the meanings assigned to them therein;

(c) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and

(d) the words "herein", "hereof" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

ARTICLE II

Section 2.01 System to be Provided. HRRR will cause the System to be

operated in accordance with the Waste Supply and Disposal Agreement. HRRRA will cause the Transfer Station or Transfer Stations to be sited, designed and constructed in one or more of the Participating Municipalities as soon as reasonably practicable, and, if necessary, shall arrange for suitable transfer service on or prior to the Effective Date of the Waste Supply and Disposal Agreement if the Transfer Station or Transfer Stations is/are not fully operable on such Effective Date. On and after such Effective Date, HRRRA, in accordance with the Waste Supply and Disposal Agreement, will cause WES to operate and maintain the Transfer Station or Transfer Stations and to accept at the Transfer Station or Transfer Stations and transport to the Facilities, or to such other location deemed by WES to be appropriate under the Terms of the Waste Supply and Disposal Agreement, all Acceptable Waste generated in and delivered in the aggregate by the Participating Municipalities in each full Contract Year. HRRRA shall allow the operations of a Transfer Station or Transfer Stations to be subcontracted by WES in accordance with the Waste Supply and Disposal Agreement. HRRRA also may allow WES to subcontract the transportation services, or HRRRA may contract directly with another third party vendor for such transportation services. HRRRA shall be responsible for the overall conduct of the HRRRA Program.

Section 2.02 HRRRA to Provide Data. HRRRA shall provide, or cause to be provided, to the Municipality sufficient data from the System, to the extent such data is available from WES, the various Collectors and other Participating Municipalities, from which the Municipality can satisfy its statutory reporting requirements in a timely manner.

ARTICLE III

Section 3.01 The Responsibilities of the Municipality to Supply Acceptable Waste

(a) Tonnage Commitment. Commencing on the Effective Date of the Waste Supply and Disposal Agreement, the Municipality shall deliver or cause to be delivered to the System, pursuant to the terms of this Agreement and the Waste Supply and Disposal Agreement, Acceptable Waste in an amount not less than the Individual Guaranteed Annual Tonnage in each Contract Year.

(b) Municipal Action to Assure Delivery of Acceptable Waste. The Municipality shall take all steps legally within its power to assure that its obligation under Section 3.01(a) shall be satisfied each Contract Year during the term of this Agreement. The Municipality shall enact and enforce in a reasonable manner an ordinance or other legally enforceable instrument directing that all Acceptable Waste generated within its boundaries be delivered to the System, as administered pursuant to (i) the Waste Supply and Disposal Agreement and (ii) reasonable rules and regulations to be adopted by WES subject to HRRA's prior approval.

(c) Failure to Deliver. In the event that the Municipality fails to deliver or cause to be delivered to the System on its behalf the Individual Minimum Annual Tonnage in any Contract Year in accordance with this Agreement, the Municipality shall be liable for the Individual Shortfall Fee for that Contract Year if an Aggregate Shortfall Fee is owed to WES for such Contract Year pursuant to the terms of the Waste Supply and Disposal Agreement, which Individual Shortfall Fee shall be payable by the Municipality, as set forth in Section 4.01(f) hereof.

(d) Adjustment to Individual Guaranteed Annual Tonnage.

i) At the conclusion of the first Contract Year subsequent to the Effective Date of the Waste Supply and Disposal Agreement, the Individual Guaranteed Annual Tonnage for each Participating Municipality shall be redetermined for the balance of the term of this Agreement by multiplying the Aggregate Guaranteed Annual Tonnage (which shall remain constant, except as contemplated in subsection (ii) below) by a fraction, the numerator of which is the number of tons of Acceptable Waste delivered to the System by or on behalf of the Municipality during such first Contract Year and the denominator of which is the number of tons of Acceptable Waste delivered to the System by or on behalf of all of the Participating Municipalities during such first Contract Year.

ii) In the event that the Aggregate Guaranteed Annual Tonnage is reduced during the term of this Agreement as a result of increased recycling pursuant to the terms of Section II(2) of the Waste Supply and Disposal Agreement, the Individual Guaranteed Annual Tonnage will be reduced by the same percentage that the Aggregate Guaranteed Annual Tonnage is reduced.

(e) Requirements Regarding Waste.

i) The Municipality shall cause all solid waste at any time delivered directly or indirectly to the System by it or on its behalf to comply with the requirements of this Agreement and the Waste Supply and Disposal Agreement.

The Municipality shall deliver or cause to be delivered

only Acceptable Waste to the System, and to do so in a clean, orderly and safe manner. If the Municipality fails to cause such deliveries of solid waste to be undertaken in such a manner, the Municipality agrees promptly, at its sole cost, to remedy such failure if it delivered the solid waste to the System directly, or to cause its designated Collector to remedy such failure by such Collector. The Municipality agrees to adhere and to cause all Collectors operating on its behalf to adhere to reasonable safety rules and regulations as made known to the Municipality by HRRRA or WES at all times when vehicles and/or personnel of the Municipality or of Collectors are on the Transfer Station and/or Facility premises.

ii) HRRRA and WES shall have the right, subject to the approval of the Participating Municipality in which a Transfer Station is located, which approval shall not be unreasonably withheld, to designate certain highway and local road routes within the vicinity of a Transfer Station to be used by the Municipality and/or Collectors to deliver Acceptable Waste to a Transfer Station. HRRRA shall give reasonable notice to the Municipality of such route designation.

iii) The Municipality agrees to deliver and to cause its Collectors to deliver Acceptable Waste only during the Transfer Station's scheduled delivery days and hours. Unless modified in writing by HRRRA, HRRRA will cause WES to schedule delivery days and hours of 7:00 a.m. to 3:00 p.m., Monday through Friday, and 7:00 a.m. to 12:00 noon on Saturday, exclusive of any customary holiday recognized in the State of Connecticut. There shall be no deliveries accepted at other hours unless agreed upon in advance by the parties hereto; provided, however, HRRRA shall use reasonable efforts to cause WES to accept deliveries at

other hours in the event that extreme weather conditions have prevented the Municipality from making routine deliveries as contemplated herein.

iv) The Municipality shall cause all vehicles used for deliveries of Acceptable Waste to the Transfer Station to be in safe and clean condition, and in good repair. The Municipality shall cause the use of only vehicles with the capability of mechanically dumping directly into the Transfer Station tipping floor, and which have a capacity of three (3) tons or more. Such vehicles shall bear identification as may be reasonably acceptable to HRRRA and WES.

Section 3.02 Collection Requirements. The Municipality shall be responsible for the collection and delivery to the Transfer Station or otherwise to the System of the Acceptable Waste and may license or contract with one or more Collectors to satisfy such responsibility. The Municipality, by contract, ordinance or other legally enforceable instrument, shall require any Collector or other agent or employee responsible for such collection and/or delivery of Acceptable Waste, among other things, to (a) conform with all provisions of law, (b) keep accurate records of and report to HRRRA the amounts of all Acceptable Waste collected by such Collector within the Municipality, (c) if applicable, pay to HRRRA or its designated agent the applicable Municipal Service Fee with respect to the Acceptable Waste delivered by such Collector to the HRRRA System, (d) use only equipment compatible with the efficient operation of the Transfer Station, which equipment shall be -subject to the reasonable approval of the operator of the Transfer Station, (e) be responsible for all costs relating to the delivery by it to the HRRRA System of materials other than Acceptable Waste, and (f) provide to the Municipality and to HRRRA or WES a suitable performance bond, letter of credit or cash security to insure the performance of its obligations hereunder.

Section 3.03 Municipality's Obligation to Pay. Subject only to the provisions of Section 3.01(e) with respect to liability for costs

resulting from the delivery to the System by it of other than Acceptable Waste, and Section 4.01(f) with respect to the Individual Shortfall Fee, the Municipality shall have no obligation to pay any amounts hereunder unless (a) it has failed to give an effective certification notice to HRRRA and WES pursuant to Section 4.01(c) (i) hereof or if it has revoked such a notice without giving a subsequent notice, or (b) it shall make direct delivery of Acceptable Waste to the Transfer Station, acting in effect in the capacity of a Collector, whether for hire or not, in either of which cases the Municipality shall pay or agree to pay the Municipal Service Fee upon delivery of Acceptable Waste to the System.

In the event of any dispute as to any portion of a statement to the Municipality indicating an obligation to pay an amount, the Municipality shall nevertheless pay the full amount of the disputed charges when due and shall, within a reasonable time after it shall have discovered that it disputes such statement or a portion thereof but not later than one year from the date of the disputed bill, give written notice of the dispute to HRRRA.

Section 3.04 Other Municipal Statutory Obligations. The Municipality acknowledges its understanding that it may have statutory obligations with respect to solid waste disposal beyond those contemplated under this Agreement, and that such obligations are not the responsibility of HRRRA hereunder.

Section 3.05 Municipality to Provide Data. The Municipality shall provide, or cause to be provided, to HRRRA sufficient data, in form, content and in a manner reasonably required by HRRRA, from which HRRRA can satisfy its statutory reporting requirements in a timely manner.

ARTICLE IV

Section 4.01 Pricing and Payment System.

(a) Generally. In consideration of HRRRA's services and expenditures hereunder, and in addition to any other payments to be made to HRRRA or on its behalf hereunder (but without duplication), the Municipality will, subject to the limitations set forth in subsection (c) below, pay or cause to be paid to HRRRA or on its behalf the Municipal Service Fees determined as set forth in Section 4.01(d).

(b) Relationship of this Agreement to the Waste Supply and Disposal Agreement. The Municipality acknowledges that WES's willingness to enter into the Waste Supply and Disposal Agreement and perform its obligations thereunder depends upon the Participating Municipalities being obligated to pay to WES all amounts that HRRRA requires in order for HRRRA to pay amounts owed or to perform its obligations under the Waste Supply and Disposal Agreement. Accordingly, the Municipality recognizes WES as a third party beneficiary of this Agreement and consents to WES's participation in and direct recovery from the Municipality with respect to any arbitration proceeding arising out of the Municipality's failure to pay any amount due to be paid by it hereunder.

(c) Designation of Collectors. Except as set forth herein with respect to the Individual Shortfall Fee, all Municipal Service Fees shall be charged to and collected (or arrangement for collection made) at the time of delivery of Acceptable Waste to the Transfer Station or otherwise to the System as follows:

- i) if the Municipality shall have certified to HRRRA and WES that the Municipality has licensed or contracted with or otherwise designated one or more Collector or Collectors to

collect Acceptable Waste generated within the Municipality's boundaries and to transport such Acceptable Waste to the System and that such contract, license or other designation provides that the Municipal Service Fees charged shall be paid by such Collector or Collectors on a regular basis, the Municipal Service Fee for deliveries made to the System by such Collector or Collectors thereafter shall be charged to and collected from such Collector or Collectors; or

ii) if the Municipality has not given the certificate described in subsection (i) immediately above, or if it has revoked any such certificate, the Municipality shall be responsible for payment of the Municipal Service Fee until such time as a new certificate is given.

Each certificate described in subsection (i) above, in order to be effective, shall be executed by a duly authorized officer of the Municipality, shall set forth the name, business address and telephone number of each such Collector authorized to deliver Acceptable Waste to the System and shall contain a certification that each such Collector is obligated to pay the Municipal Service Fees associated with all deliveries made by such Collector pursuant to contract, license or other legally enforceable instrument until further written notice from the Municipality to HRRRA and WES. Nothing herein shall be construed to relieve the Municipality from paying the Municipal Service Fee with respect to Acceptable Waste delivered directly by it or its agents to the System.

(d) The Municipal Service Fee. The Municipal Service Fee shall be a uniform charge per Ton of Acceptable Waste delivered to the HRRRA System identical to the Service Fee in the Waste Supply and Disposal Agreement including but not limited to (i) the Tipping Fee and the

Transfer Fee as set forth in the Waste Supply and Disposal Agreement plus (ii) the HRRRA Program Fee, as set forth in subsection (e) below.

(e) Calculation of the HRRRA Program Fee. Each year the HRRRA shall prepare an annual budget The HRRRA Program Fee shall be that amount, covering, forcalculated pursuant to the terms of the next fiscal year, Waste Supply and Disposal Agreement, designed annually to collect the cost of conducting Annual Aggregate HRRRA Administrative Fee as set forth in the HRRRA Program Waste Supply and Disposal Agreement. HRRRA shall establish a schedule for the budget making process so that each Participating Municipality will receive on or before the 2nd Wednesday of December of each year a copy of the budget, along with an appropriate breakdown of each of the items included in said budget.

If the majority of the Participating Municipalities submit a petition through their chief executive officers requesting a reconsideration of the amount of the annual budget on or before the 15th day of January of any year, HRRRA shall call a public meeting to hear comments on and consider changes to be made to said budget and shall give written notice of the place, date and time of such meeting to each of the chief executive officers of each Participating Municipalities at least five days prior to the date of the meeting to be held on or before the 1st day of February. On or before the 8th day of February the Secretary of the HRRRA shall advise each Participating Municipality in writing of any change in the budget that HRRRA may, in its discretion, have adopted.

From the annual budget, HRRRA shall calculate and determine a uniform charge per Ton for Acceptable Waste delivered to the System by or on behalf of the Participating Municipalities, determined by dividing the total annual budgeted costs of the Program by the aggregate amount of Acceptable Waste estimated by HRRRA to be delivered

~~to the System by the Participating Municipalities during the year.~~

~~In the event that the aggregate amount of the HRRRA Program Fee collected for a Contract Year ultimately results in revenue to HRRRA either in excess of or less than HRRRA's costs for such fiscal year, HRRRA shall recognize such excess or deficit in the calculation of the budget for the succeeding year. In the event of an excess or deficit occurring in the last year of the Agreement, the Municipality shall share such excess or deficit pro rata, in the amount determined by multiplying such excess or deficit by a fraction, the numerator of which shall be the number of tons of Acceptable Waste delivered to the System by or on behalf of the Municipality in the year such excess or deficit occurred and the denominator of which shall be the number of tons of Acceptable Waste so delivered by or on behalf of all of the Participating Municipalities.~~

(f) Recording Tonnage.

(i) The Transfer Station shall utilize and maintain motor truck scales to weigh all vehicles delivering Acceptable Waste to the Transfer Station. Each vehicle shall be weighed inbound and outbound, indicating gross weight, tare weight, time and truck identification on a weight record. Such records shall be used by WES as a basis for calculating monthly and yearly deliveries made by the HRRRA and each Participating Municipality. WES has reserved the right to modify the above arrangement with any other systems which perform the same functions, which system modifications shall not create unreasonable burdens for the Municipality.

(ii) The Transfer Station shall maintain records of the tonnage delivered on behalf of each Participating Municipality and accepted at the Transfer Station each day

and copies of all of the weight tickets will be retained for a period of not less than two (2) years. The Municipality shall have the reasonable right to review such weight tickets at the Transfer Station during the Transfer Station's normal business hours upon advance notice to WES and HRRRA of the Municipality's desire to conduct such a review, and in such a manner as to not interfere with the Transfer Station's orderly operation. In addition, copies of such weight tickets shall be attached to WES's monthly reporting to HRRRA and the Municipality.

(iii) The Municipality or its authorized representative shall also have the right, at its sole expense, to test the accuracy of the truck scales at the Transfer Station, provided that such tests are made at reasonable times and upon prior written notice, and do not in any way interfere with the orderly operation of the Transfer Station. HRRRA commits to cause WES to adjust the accuracy of the truck scales at WES's sole expense within fifteen (15) days of the date upon which such truck scales may be determined to be materially inaccurate.

(g) Payment of Individual Shortfall Fee. Within sixty (60) days after the end of each Contract Year during the term of this Agreement (and at the end of this Agreement), HRRRA will cause WES to deliver to the Municipality an annual settlement statement, which shall show the tonnage of Acceptable Waste actually delivered by the Municipality during the Contract Year, a compilation of the Aggregate Shortfall Fee, if any, and the Individual Shortfall Fee, if any, for such Contract Year. The Municipality shall pay such Individual Shortfall Fee to or on behalf of HRRRA within thirty (30) days of receipt of such annual

statement. All overdue payments from the Municipality to or on behalf of HRRRA shall bear interest at the prime rate as established from time to time by The Connecticut National Bank (but such interest rate shall in no event exceed the maximum interest rate permitted by applicable law). In the event of an overpayment by the Municipality whether as the result of an error by the Municipality or an incorrect statement or bill by WES, the amount of such overpayment shall bear interest at the same rate as set forth in the previous sentence. The Municipality hereby pledges its full faith and credit for the payment of all payments to be made pursuant to this Section 4.01(f).

(h) In the event that one or more other Participating Municipality fails to pay an Individual Shortfall Fee duly assessed against it, the Municipality shall be responsible for paying a pro rata portion of such unpaid Individual Shortfall Fee determined by multiplying such amount by a fraction the numerator of which is the number of tons of Acceptable Waste delivered on or behalf of the Municipality and the denominator of which is the number of tons of Acceptable Waste delivered by the remaining non-defaulting Participating Municipalities. All Participating Municipalities that pay such delinquent Individual Shortfall Fees on behalf of another Participating Municipality shall be entitled to reimbursement for such payment and all related costs and expenses as contemplated in Section 22a-221(e) of the General Statutes. The Municipality will reimburse any other Participating Municipality for any payment of a delinquent Individual Shortfall Fee of the Municipality.

Section 4.02 Limitation on Responsibility of the Authority.

HRRRA shall not be liable to the Municipality for any failure of WES to perform pursuant to the provisions of the Waste Supply and

Disposal Agreement, or of any other third party vendor selected by HRRA to provide services contemplated hereunder, provided however, that the Municipality shall be able to assert claims for damages and/or specific performance resulting from any such non-performance directly against WES or such other third party vendors.

ARTICLE V ARBITRATION

5.01 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, which the parties are unable to resolve themselves shall be finally settled by arbitration ("Arbitration") in accordance with this Section 5.01 and (except to the extent inconsistent with the express provisions of this Section) the Arbitration Rules of the American Arbitration Association ("AAA"), by a three-person arbitration panel.

(i) In the event the dispute is solely between HRRA and the Municipality, the party seeking arbitration shall give notice thereof and of the issues it wishes arbitrated, and shall designate an arbitrator in such notice. The other party shall designate its arbitrator, and any additional issues it wishes arbitrated in the same proceeding, within thirty (30) days after receipt of such notice. The two arbitrators so selected shall agree upon a third arbitrator within fifteen (15) days thereafter. If a second arbitrator has not been designated within the thirty (30) day period provided therefore, the first arbitrator may unilaterally designate a second arbitrator and such two arbitrators shall

constitute the arbitration panel. If the arbitrators selected by each of the parties cannot agree upon a third arbitrator, they shall request the Regional Director of the AAA to designate the third arbitrator.

(ii) In the event the dispute involves not only HRRRA and the Municipality, but also any of WES or other Participating Municipalities with respect to either or both the Waste Supply and Disposal Agreement and the Municipal Waste Disposal Agreements executed by other Participating Municipalities, HRRRA and the Municipality consent to the participation of all such parties, as parties to the Arbitration, in a single Arbitration, in which case, the three member panel of arbitrators (all of which shall be neutral) shall be selected by AAA. The party or parties seeking such arbitration shall notify the other party or parties thereof and the issues it or they wish arbitrated, and shall notify AAA of the Arbitration and request that the Regional Director of AAA select a panel of three neutral arbitrators as follows. AAA shall distribute to the parties a suitable list of potential neutral panel members, and the parties shall, within thirty (30) days notify AAA of any persons on the list who are not acceptable because of valid claims of lack of neutrality. AAA shall select the three panel members from those persons not rejected for cause.

The arbitration panel may, with the consent of the parties, agree on such modifications to or exceptions from the Arbitration Rules of the AAA as the panel may deem appropriate. The award of the arbitrators shall be in writing and shall include written findings of fact to the

extent the arbitration required the resolution of factual disputes.

The agreement to arbitrate disputes as provided in this Agreement shall be specifically enforceable in any court having jurisdiction.

No individual who is, or has at any time been, an officer, employee or consultant of either party shall be an arbitrator without the express written consent of both parties.

All arbitration proceedings, other than those in which WES is a party, shall be held in Danbury, Connecticut or such other locations as all of the parties to the arbitration proceeding in question shall agree; all arbitration proceedings in which WES is a party shall be held in Hartford, Connecticut or such other locations as all of the parties to the arbitration proceeding in question shall agree.

The arbitrators shall determine a fair and equitable allocation of the reasonable fees and expenses of each party incurred in connection with any Arbitration hereunder, and such allocation shall be binding upon the parties.

Each party submits to the jurisdiction of the arbitrators appointed in accordance herewith. The determination of the arbitrators shall be final and binding upon the parties and may be entered in any court having jurisdiction.

Each party agrees to specifically call to the attention of the arbitrators the provisions of Section 4.02 as each party intends for Section 4.02 to limit its liability in an arbitration proceeding.

ARTICLE VI
MISCELLANEOUS

Section 6.01 Binding Effect of Agreement. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and their respective successors and assigns.

Section 6.02 Entire Agreement. The provisions of this Agreement shall constitute the entire agreement between the parties with reference to their obligations to each other relating to the Program.

Section 6.03 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.04 Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, if to HRRRA, to Old Town Hall, Rts. 25 & 133, Brookfield, Connecticut 06804, Attention: Chairman & Project Manager, and if to the Municipality, to _____, Attention: _____, or to such other address as the party to whom the notice is directed shall have notified the other party in advance in writing.

Section 6.05 Law Governing Construction of Agreement. The law of the State of Connecticut applicable to contracts made and to be performed in such State shall govern the construction of this Agreement.

Section 6.06 Term. This Agreement shall be effective upon the entering into a Municipal Waste Disposal Agreement by the HRRRA and a

sufficient number of Participating Municipalities such that WES does not terminate the Waste Supply and Disposal Agreement according to its terms, provided however, that this Agreement cannot be implemented prior to its approval by the Connecticut Commissioner of Environmental Protection as contemplated in Section 22a-213(a) of the General Statutes. The Agreement shall continue in effect until the earlier of (a) the termination of the Waste Supply and Disposal Agreement or (b) thirty (30) years from the date of this Agreement. All payment obligations of the Municipality shall survive any expiration or termination of this Agreement.

Section 6.07 Insurance. HRRRA and the Municipality shall require all parties with whom either enters into a contract or who otherwise perform services contemplated or required under this Agreement on behalf of either of them, to provide adequate insurance covering the contracting party's total operation as it relates to either HRRRA or the Municipality, as applicable, which coverage shall include HRRRA and each of the Participating Municipalities as additional insureds. Such coverage shall include but not be limited to general liability, automotive liability, excess liability, worker's compensation and employer's liability in amounts reasonably deemed adequate by HRRRA for parties with whom it contracts or who otherwise perform services for it and by the Municipality for parties with whom it contracts or who otherwise perform services for it.

Section 6.08 Prohibition on Termination. HRRRA shall not permit the Municipality to terminate this Agreement, and no Participating Municipality shall be permitted to terminate its Municipal Waste Disposal Agreement with HRRRA so long as HRRRA has any obligation under

its Waste Supply and Disposal Agreement.

Section 6.09 Amendment. This Agreement may not be amended or modified except in writing, signed by both parties hereto.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement by causing its name to be heretounder subscribed by its chief executive officer and in the case of the Municipality its official seal to be impressed upon and attested to by its Town Clerk or City Clerk, all being done as of the day and year first above written.

ATTEST: (SEAL)

[MUNICIPAL]

CITY CLERK

By: _____
Title: _____

HOUSATONIC RESOURCES RECOVERY
AUTHORITY

By: _____

Document comparison done by DeltaView on Thursday, May 27, 2004 14:37:42

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Split/Merged cell	
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Deletions	13
Moved from	0
Moved to	0
Format changed	0
Total changes	28



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 R. Diorio, Director of Finance *Dena Diorio*

DATE: May 25, 2004

CERTIFICATION

SUBJECT: Transfer of Funds

Earlier this year, two full-time staff were transferred from the Building Department to the Permit Center. The goal of the transfer was to consolidate clerical and support staff in a single department to more efficiently service those using the Permit Center.

When the personnel was transferred, the funds for those salaries remained with the Building Department. Now that we are nearing the end of the fiscal year, these salary funds need to be transferred to the Permit Center to ensure that a budget deficit does not occur.

I hereby certify the availability of \$32,384 in the Building Department budget, line item 2020.5020 (Salaries) into line item 1190.5020 in the Permit Center budget.

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

C: Sean Hearty, Director of Permit Coordination
Leo Null, Chief Building Inspector



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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 R. Diorio, Director of Finance *Dena*

DATE: May 25, 2004

CERTIFICATION

SUBJECT: Transfer of Funds for State DOT invoices

The State Department of Transportation has sent the City of Danbury three invoices for balances due on two construction projects dating back to 1993 and 1996 related to modernization and coordination of traffic signals in the Central Business District and the restoration of Union Station respectively. As a general rule, upon completion of State and/or Federally funded projects, the State will perform an audit to verify the validity of expenditures and payments. The audits can take place several years after completion of the projects, which is the case here. A brief summary of the audit findings and the amounts due are as follows:

- 1) Union Station Restoration – Amount Due: \$163,331.55**
 - a) Overbilling by the City totaling \$41,000 for site work.
 - b) The State reimbursed the City \$110,000 for work that was completed by the State.
 - c) The City billed the State for \$12,471 of work prior to receiving project authorization from the State. These expenditures were disallowed.
 - d) Equipment rates the City used exceeded the allowable rates. The State disallowed \$39,776.
 - e) Miscellaneous adjustments of \$781.34

(These are gross amounts. The amount due the State is 80% of gross.)

- 2) CBD Traffic Signals – Engineering – Amount Due: \$8,032.88**
 - a) After reconciliation of all of the expenditures and payments, the City did not contribute its entire local share for the portion of the project performed by the State. The City paid \$11,250 of the required local share of \$20,206.91. The amount due is offset by a payment due to the City of \$924.03

3) CBD Traffic Signals – Construction – Amount Due: \$23,499.71

- a) As part of this project the City requested additional fiber-optic work which was deemed non-essential to the project by the State. The City agreed to pay 100% of the cost on these non-participating contract items. The audit indicates that the City did not pay the required amount for these items.

I hereby certify the availability of \$194,865 to be transferred from the following line items into two capital project accounts as follows:

Transfer From:

Interest on Debt	9000.5901 -	\$121,182
Interest on Notes	9000.5902 -	\$20,125
Interest on Debt/Schools	9001.5901 -	\$51,806
Redemption of Bonds	9002.5903 -	<u>\$1,752</u>
Total		\$194,865

Transfer To:

Union Station Restoration	9100.7000.305	\$163,332
Downtown Traffic Signals	9100.7000.306	<u>\$31,533</u>
Total		\$194,865

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



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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 R. Diorio, Director of Finance *Dena*

DATE: May 26, 2004

CERTIFICATION

SUBJECT: Appropriation to the Ambulance Fund

As you are aware, the City of Danbury has a contractual relationship with Business Systems Incorporated (BSI) for the delivery of ambulance services and with MedFinancial for billing and collection.

Over the last fiscal year, BSI has seen a significant increase in call volume and ambulance transports. As you can see from the attached chart, ambulance transports have increased 13.8% for the first ten months of the fiscal year compared to the same period in FY 02-03. As a result, BSI has seen an increase in costs related to vehicle maintenance and medical supplies. The City is responsible for funding expenditures above the adopted budget if the excess is related to call volume.

In addition, since call volume has increased, collections through MedFinancial have increased as well. Through April 30, 2004, collections totaled approximately \$1.3 million, an 8.8% increase over the same period last year. The increase is largely due to increased payment amounts from payers such as Medicare, and increased call volume.

However, since MedFinancial is paid a percentage on collections, expenditures in this area will exceed budget. The budget for the contract year assumed an average of \$12,000 per month or \$140,000 annually. Through April 30, 2004, payments to MedFinancial have totaled \$137,215 or an average of \$13,750 per month. Payments for March and April alone totaled \$31,500

I am requesting that the Common Council approve an additional appropriation of \$57,958 from the Ambulance Fund Balance. The Ambulance Fund Balance totals \$642,900. Of the total appropriation, \$35,000 will be used for MedFinancial's fees and \$22,958 will go toward medical supplies and vehicle maintenance expenses.

I hereby certify the availability of these funds. Please feel free to contact me should you require any additional information. Thank you.

C: Matt Cassavechia, BSI
Noel Roy, Jr., MedFinancial

Ambulance Transports
FY 02-03 vs. FY 03-04

	FY 02-03	FY 03-04	Variance	%
July	543	601	58	10.68%
August	474	604	130	27.43%
September	485	536	51	10.52%
October	492	516	24	4.88%
November	500	555	55	11.00%
December	504	546	42	8.33%
January	492	522	30	6.10%
February	429	545	116	27.04%
March	470	563	93	19.79%
April	488	562	74	15.16%
Total	4877	5550	673	13.8%

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CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

May 26, 2004

To: Mayor Mark D. Boughton
Members of Common Council

From: Dennis I. Elpern, Planning Director

Re: Application for Deferral of Assessment Increases
Boehringer Ingelheim

We have received an application from Boehringer Ingelheim for a Deferral of Assessment Increases pursuant to §18-25 of the Code of Ordinances for the construction of new facilities at 39 Briar Ridge Road.

Boehringer Ingelheim is applying for a 7-year deferral at 100% on an estimated increase of \$ 22,422,000 in new construction costs.

The application requires approval by Common Council in accordance with provisions of §18-25. If approved, the applicant must enter into a written agreement with the City specifying terms and conditions of the deferral.

We find that the application meets the eligibility criteria specified in §18-25 of the Code of Ordinances. A copy of the completed application is attached.

Attachment

c: Michael McLachlan
Eric Gottschalk
Colleen Velez



CITY OF DANBURY

155 Deer Hill Avenue

DANBURY, CONNECTICUT 06810

PLANNING & ZONING DEPARTMENT
(203)797-4525

APPLICATION

DEFERRAL OF ASSESSMENT INCREASES ATTRIBUTABLE TO CONSTRUCTION OR IMPROVEMENTS WITHIN THE CITY OF DANBURY

Pursuant to Section 18-25 of the Code of Ordinances of the City of Danbury, this application must be completed and submitted to the Department of Planning and Zoning by all eligible applicants seeking to secure a deferral of assessment increases for completed construction or improvements on property located within the City of Danbury.

Location of Property:

(1) 39 Briar Ridge Road Danbury, CT; and (2) 39 Old Ridgebury Road, Danbury, CT

Tax Assessor's Map Number:

(1) 39 Briar Ridge Road – Map Number D17001; and (2) 39 Old Ridgebury Road – Map C16022

Town Clerk Map and Number:

(1) 39 Briar Ridge Road – Town Clerk Map and Number 5703 3A and 4; and (2) 39 Old Ridgebury Road – Town Clerk Map and Number 9939, 8899 and 8900 TC Lot 1

Name, Address and Telephone Number of Owner:

(1) 39 Briar Ridge Road - Boehringer Ingelheim Pharmaceuticals, Inc. 900 Ridgebury Road, Ridgefield, CT 06877; (203) 798-4895

(2) 39 Old Ridgebury Road – Sunbelt Investment Holdings, Inc. 220 Congress Park Drive, Delray Beach, Florida, 33445; (561) 265-1300

Name, Address and Telephone Number of Applicant/Agent/Lessee (if other than owner):

Applicant & Lessee: Boehringer Ingelheim Pharmaceuticals, Inc. 900 Ridgebury Road, Ridgefield, CT 06877; (203) 798-4895

Description and Use of Construction or Improvement:

Expansion and support of Boehringer Ingelheim Pharmaceuticals, Inc. research, manufacturing, and marketing of its human pharmaceuticals products.

Present Assessed Value of Property:

- (1) 39 Briar Ridge Road - (a) Appraised Value \$46,112,610, (b) Assessed Value \$32,278,800;
- (2) 39 Old Ridgebury Road - (a) Appraised Value \$115,000,000, (b) Assessed Value \$80,500,000.

Estimated Cost of New Construction or Improvements Subject to Deferment:

The estimated cost of new construction or improvements subject to deferment at 39 Briar Ridge Road is \$22,422,000

Estimated Time Frame for Completion of Construction or Improvements:

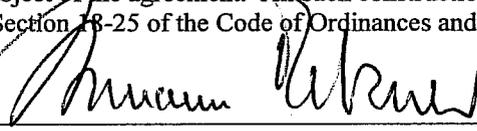
2004-2008

Length of Time and Percent of Assessment Increase Requested for Deferral, as permitted in Section 18-25(d)(2) for the cost of construction or improvements specified above:

Length of time of deferral of assessment increase requested is 7 years from issuance of certificates of occupancy for various project components. Percent of deferral of assessment increase requested is 100%.

Attach a site plan and other specifications drawn to scale indicating all existing and proposed construction and other improvements sufficient for the Tax Assessor to determine the assessment of the property after completion of all proposed construction or improvements for which this deferral is being requested. *See attached Exhibit A.*

The applicant is advised that approval by Common Council and receipt of all benefits available through this deferral requires the applicant to enter into a written agreement with the city fixing the assessment of the real property, air space and all construction and improvements which are the subject of the agreement. All such construction and improvements to be undertaken are subject to the eligibility criteria specified in Section 18-25 of the Code of Ordinances and must comply with all municipal land use regulations and building and health codes.

Applicant/Agent Signatures:  Date: 4/15/04

Applicant/Agent Name and Title: Hermann Tetzner, CFO

FOR DEPARTMENT USE ONLY

The Common Council of the City of Danbury:

The Department of Planning and Zoning has reviewed this application for a deferral of assessment increases attributable to construction or improvements within the City of Danbury and has established that:

- the real property or property subject to air rights is located within the City of Danbury;
- the applicant proposes to use the construction or improvements to real property or property subject to air rights for uses eligible under Section 18-25;
- the property or property subject to air rights is not delinquent in the payment of taxes owed to the City or taxes owed to the Downtown Special Services District at the time of application; and
- the applicant proposes to enter into a written agreement with the City fixing the assessment of the real property, air space and all improvements thereon or therein and to be constructed thereon or therein, upon such terms and conditions as are provided herein and therein.

Accordingly, the Department of Planning and Zoning recommends that the application (does) ~~(does not)~~ meet the eligibility criteria in Section 18-25 of the Code of Ordinances for the following reasons:

The application meets eligibility criteria in Sec. 18-25. Final deferral amount to be determined by Tax Assessor.

Signed:  Date: 5-21-04



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CT 06810

27

OFFICE OF ASSESSOR
(203) 797-4556

COLLEEN M. VELEZ
ASSESSOR

May 26, 2004

To: Mayor Mark D. Boughton
Members of Common Council

From: Colleen M. Velez, Assessor *CMV*

Re: Application for Deferral of Assessment Increases for Personal Property
Boehringer Ingelheim

We have received an application from Boehringer Ingelheim for a Deferral of Assessment Increases pursuant to Section 18-25.2 of the Code of Ordinances for Personal Property equipment of new facilities at 39 Briar Ridge Road.

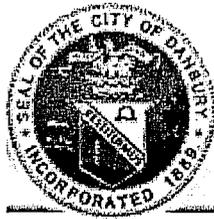
Boehringer Ingelheim is applying for a 7-year deferral at 100% on an estimated increase of \$28,600,000 in new equipment.

The application requires approval by Common Council in accordance with provisions of Section 18-25.2. If approved, the applicant must enter into a written agreement with the City specifying terms and conditions of the deferral.

We find that the application meets the eligibility criteria specified in Section 18-25.2 of the Code of Ordinances. A copy of the completed application is attached.

Attachment

C: Michael McLachlan
Eric Gottschalk



RECEIVED

APR 29 2004

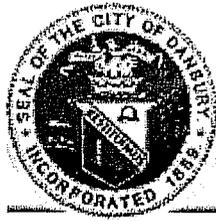
ASSESSORS OFFICE

INSTRUCTIONS

**APPLICATION FOR THE FIXING
OF ASSESSMENTS RELATED TO
THE PLACEMENT OF PERSONAL PROPERTY
IN A MANUFACTURING FACILITY**

The "Application for the Fixing of Assessments Related to the Placement of Personal Property in a Manufacturing Facility" is attached. **Please take note of the following application criteria.**

1. An application for fixing the assessment attributable to personal property located in a manufacturing facility, as defined in subdivision (72) of section 12-81 of the Connecticut General Statutes as amended from time to time, may only be made by a party owning or proposing to acquire an interest in real property, or a party owning or proposing to acquire an interest in air space, or a party who is the lessee of, or who proposes to be the lessee of, air space in such a manner that the air space leased or proposed to be leased shall be assessed to the lessee pursuant to section 12-64 of the Connecticut General Statutes as amended from time to time, upon which is located or proposed to be located such a facility.
2. No tax delinquency, which is not the subject of a valid and timely appeal, may exist with respect to either the real property upon which the manufacturing facility is located or with respect to the personal property located within said facility.
3. The applicant must be willing to enter into a written agreement with the City fixing the assessment attributable to personal property located within a manufacturing facility, as defined in subdivision (72) of section 12-81 of the Connecticut General Statutes as amended from time to time, upon such terms and conditions as are required as a condition of approval.
4. The applicant must be eligible for the benefits afforded pursuant to the provisions of section 18-25 of the Danbury Code of Ordinances, as amended from time to time.
5. The applicant must propose to place personal property with a value of not less than twenty five thousand dollars (\$25,000.00) within a manufacturing facility.
6. The applicant must comply with all other conditions of eligibility imposed by the provisions of section 18-25.2 of the Danbury Code of Ordinances, as amended from time to time.



APPLICATION

FIXING OF ASSESSMENTS RELATED TO THE PLACEMENT OF PERSONAL PROPERTY IN A MANUFACTURING FACILITY

Pursuant to the provisions of Section 18-25.2 of the Code of Ordinances of the City of Danbury, this application must be completed and submitted to the Office of the Danbury Tax Assessor by all eligible applicants seeking to fix the assessment of personal property located in a manufacturing facility.

OWNER AND APPLICANT INFORMATION

Name, address and telephone number of the owner of the facility:

Boehringer Ingelheim Pharmaceuticals, Inc.; 900 Ridgebury Road; Ridgefield, CT 06877

Name, address and telephone number of applicant (if other than the owner):

Same

MANUFACTURING FACILITY INFORMATION

Location of manufacturing facility:

The facility is comprised of land and buildings located in Danbury and Ridgefield, Connecticut; the Danbury portion of the facility is at: (1) 39 Briar Ridge Road, Danbury, Connecticut, and (2) 39 Old Ridgebury Road, Danbury, Connecticut.

Tax Assessor's lot number:

(1) 39 Briar Ridge Road – Tax Assessor's lot number D17001; and (2) 39 Old Ridgebury Road – Tax Assessor's lot number C16022

Town Clerk map and lot number:

(1) 39 Briar Ridge Road - Town Clerk Map and Lot number - 5703 3A and 4; and (2) 39 Old Ridgebury Road - Town Clerk Map and Lot number 9939, 8899, 8900 – TC Lot 1.

PERSONAL PROPERTY INFORMATION

A description of personal property to be placed in the facility must be provided on the attached Schedule A. *See attached Schedule A*

Present assessed value of personal property located in the manufacturing facility:

(1) 39 Briar Ridge Road: Original Cost, \$82,913,643; Depreciated Cost, \$51,086,422; Assessed Value as of October 1, 2003, \$35,872,510; and (2) 39 Old Ridgebury Road: Original Cost, \$1,511,073; Depreciated Cost, \$808,072; Assessed Value as of October 1, 2003, \$581,560

Estimated increase in assessed value of personal property to be placed in the manufacturing facility:

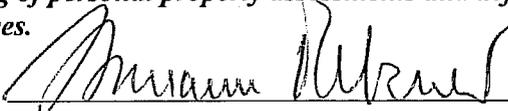
Projected costs as shown on Schedule A: (1) 39 Briar Ridge Road - \$72,436,000; and (2) 39 Old Ridgebury Road - \$13,057,000

Estimated time frame for the placement of the personal property:

2004-2008

Duration of fixing of personal property assessments and deferral of assessment increases requested pursuant to Subsection 18-25.2(d) of the Danbury Code of Ordinances:

Requested duration of fixing of personal property assessments and deferral of assessment increase is seven (7) years at 100% of assessment increases.

Applicant/Agent Signatures:  Date: 4/15/04

Applicant/Agent Name and Title: Hermann Tetzner, CFO

FOR DEPARTMENT USE ONLY

The Office of the Tax Assessor has reviewed this application for the fixing of assessments related to the placement of personal property in a manufacturing facility and has established that:

- The applicant owns, or proposes to acquire an interest in, real property or an interest in air space or is the lessee of, or proposes to be the lessee of, air space in such a manner that the air space leased or proposed to be leased shall be assessed to the lessee pursuant to section 12-64 of the Connecticut General Statutes as amended from time to time, upon which is located or proposed to be located a manufacturing facility.
- No tax delinquency, which is not the subject of a valid and timely appeal, exists with respect to either the real property upon which the manufacturing facility is located or with respect to the personal property located within said facility.
- The applicant proposes to enter into a written agreement with the City fixing the assessment attributable to personal property located within a manufacturing facility, as defined in subdivision (72) of section 12-81 of the Connecticut General Statutes as amended from time to time, upon such terms and conditions as are required as a condition of approval.
- The applicant is eligible for the benefits afforded pursuant to the provisions of section 18-25 of the Danbury Code of Ordinances, as amended from time to time.
- The applicant proposes to place personal property with a value of not less than twenty five thousand dollars (\$25,000.00) within a manufacturing facility.
- The applicant complies with all other conditions of eligibility imposed by the provisions of section 18-25.2 of the Danbury Code of Ordinances, as amended from time to time.

Accordingly, the Office of the Tax Assessor recommends that the application (does) (does not) meet the eligibility criteria in Section 18-25.2 of the Code of Ordinances for the following reasons:

Signed: _____ Date: _____

Schedule A

Estimated Personal Property to be Placed in Service at the Facility

SCHEDULE A
ESTIMATED PERSONAL PROPERTY INVESTMENT FOR PROJECT (2004-2008)

(\$ in 000's)

Project Name	2004	2005	2006	2007	2008	Total
Kilo Lab/PDL Expansion*	4,928	5,698	470			11,096
Physical Sciences Building*	653	12,167	10,729			23,549
Union Carbide Center	9,555	1,454	1,011	1,037		13,057
Other Renovation Projects*	4,358	2,933	2,273	633	0	10,198
Machinery and Equipment*	6,795	6,157	5,826	2,767	1,744	23,289
Capitalized Software Expenditures**	2,346	908	350	350	350	4,304
Total Estimated Personal Property	28,635	29,317	20,660	4,787	2,094	85,493

ASSUMPTIONS:

Project costs for new construction and renovations are assumed to be 1/3 real estate and 2/3 personal property, other than renovations on the Carbide Property, which are assumed to be 100% personal property.

NOTES:

* Approximately 75% of the personal property in these categories is exempt biotech equipment.

** Approximately 90% of the personal property in this category is exempt biotech property.

BETHEL CONSOLIDATED COMPANY, INC.
4 Parklawn Drive
Bethel, CT 06801
(203)798-2152, Fax (203)744-3905

28

May 24, 2004

Mr. Paul Jaber
Collins, Hannafin, Garamella
Jaber & Tuozzolo PC
148 Deer Hill Ave.
Danbury, CT 06810

Dear Paul,

Please find enclosed the letter we sent to the City of Danbury concerning an interconnect for emergency water supply for Bethel Consolidated. I've also enclosed our follow up letter in March.

After speaking with Bill Buckley today, he still does not have any record of this and it does not appear on the Common Council Agenda. I would appreciate it if you would take this to City Hall and get it to the correct person to review for inclusion on the Common Council Agenda.

Thank you for your assistance. If you have any questions, please feel free to contact me.

Cordially,



Roy E. Steiner
Vice President

BETHEL CONSOLIDATED COMPANY, INC.
4 Parklawn Drive
Bethel, CT 06801
(203)798-2152, Fax (203)744-3905

January 23, 2004

The Honorable Mayor Boughton
and Members of the Common Council
155 Deer Hill Ave.
Danbury, CT 06810

Dear Honorable Mayor and Common Council Members,

On behalf of Bethel Consolidated Company, Inc., a regulated public utility operating a water system in the Town of Bethel, we are requesting a water interconnect with the City of Danbury in the vicinity of Payne Road/Route 6 in Danbury. This interconnect will be used for emergency water supply and maintenance of the existing facilities.

The State Regulatory Agency has requested that we perform maintenance to our water storage tank located in Bethel; the interconnect would allow us to take the tank off line while the maintenance is performed. Bethel Consolidated Company would do all the engineering and installation required for the hook up. There would be no expenses to the City of Danbury. This interconnect could be reciprocal to allow the City to use Bethel Consolidated's water if in the future an emergency or maintenance issue did arise.

Bethel Consolidated Company has worked with the City in the past with extensions of City water lines.

We would appreciate your consideration of the proposal and if appropriate, this proposal be presented to the Common Council for their consideration.

Thank you,

Roy E. Steiner
Bethel Consolidated Co.

BETHEL CONSOLIDATED COMPANY, INC.
4 Parklawn Drive
Bethel, CT 06801
(203)798-2152, Fax (203)744-3905

March 23, 2004

The Honorable Mayor Boughton
and Members of the Common Council
155 Deer Hill Ave.
Danbury, CT 06810

Dear Honorable Mayor and Common Council Members,

I don't know if the attached letter was misplaced, but I would appreciate your consideration in adding this proposal to the next Common Council agenda.

Please let me know if there is anything we can do have this reviewed at an upcoming meeting.

Thank you,

Roy E. Steiner
Bethel Consolidated Co.

DANBURY PUBLIC SCHOOLS
Administrative Center
63 Beaver Brook Road
Danbury, CT 06810-6211
(203) 797-4701 or (203) 797-4702
FAX: (203) 830-6560
e-mail: davise@danbury.k12.ct.us

EDDIE L. DAVIS, Ph.D.
Superintendent of Schools

May 24, 2004

TO: Common Council
FROM: Eddie L. Davis
SUBJECT: FOLEY LEASE

Would you please put on the next Common Council agenda for their approval the Foley Lease attached as prepared by Laszlo Pinter, retroactive to August 31, 2003.

Sincerely,



Eddie L. Davis, Ph.D.

ELD/fm
attached
Cc: M. Schroeder

This Indenture,

Made by and between **CYNTHIA A. FOLEY**, whose mailing address is 65 Pacific Street, Rockland, Massachusetts 02370, hereinafter designated as **Lessor**,

and the **DANBURY BOARD OF EDUCATION** of the City of Danbury, Connecticut, having offices located at 63 Beaver Brook Road, Danbury, Connecticut 06810, acting herein by its Superintendent of Schools, Eddie L. Davis, Ph.D., hereinafter designated as **Lessee**,

WITNESSETH:

That the Lessor has leased, and does hereby lease to the said Lessee all that certain piece or parcel of land designated as Lot J09144 on the maps of the Tax Assessor of the City of Danbury; said parcel being located on Elizabeth Road (rear) and adjacent to Great Plain School. Said premises are more fully described in deeds recorded in Vol. 598 at Page 978, Vol. 866 at Page 953 and Vol. 900 at Page 356 of the Danbury Land Records, for the term of five (5) years from the 31st day of August 2003, until the 30th day of August 2008, for the annual rent of One Hundred Thirteen Dollars (\$113.00) representing a portion of the Lessor's tax obligation relating to the leased premises. Said annual rent shall be payable on or before the first school day in each year of said lease. It is further agreed that if the City of Danbury tax assessment on the herein described parcel is increased in excess of five percent (5%) in any fiscal year of the said lease over the prior year's tax assessment, then in that event, the Danbury Board of Education will assume responsibility for payment of that portion of said tax increase which exceeds five percent (5%) above the prior year's assessment.

And the said Lessor covenants with the said Lessee that she has good right to lease said premises in manner aforesaid, and that she will suffer and permit said Lessee (it keeping all the covenants on its part, as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from her or any person claiming by, from or under her.

And the said Lessee covenants with the said Lessor to hire said premises, and to pay the rent therefore as aforesaid, that it will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that it will not assign this lease nor underlet a part or the whole of said leased premises, nor make alterations therein, nor use the same for any purpose but that hereinbefore authorized, without written permission from said Lessor but will deliver up the same at the expiration or sooner determination of its tenancy in as good condition as they are now in, ordinary wear, fire and other unavoidable casualties excepted.

Provided, however, and it is further agreed that if said rent shall remain unpaid thirty (30) days after the same shall become payable as aforesaid, or if the said Lessee shall assign this Lease, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized or make any alteration therein without the consent of the Lessor in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, then this Lease shall thereupon, by virtue of this express stipulation thereon expire and terminate, and the Lessor may, at any time thereafter, re-enter said premises, and the same have and possess as of her former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable the Lessor to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said Lessee.

And it is further agreed between the parties hereto, that whenever this Lease shall terminate either by lapse of time or by virtue of any of the express stipulations therein, the said Lessee hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process.

And it is further agreed that in case the said Lessee shall, with the written consent of the said Lessor endorsed hereon, or on the duplicate hereof, at any time hold over the said premises, beyond the period above specified as the termination of this Lease, then the said Lessee shall hold said premises upon the same terms, and under the same stipulations and agreements as are in this Instrument contained, and no holding over by said Lessee shall operate to renew this Lease without such written consent of said Lessor.

And it is further agreed between the parties hereto, that the Lessee agrees to comply with, and conform to all the Laws of the State of Connecticut, and the by-laws, rules and regulations of the City and Town within which the premises hereby leased are situated, relating to Health, Nuisance, Fire, Highways and Sidewalks, so far as the premises hereby leased are, or may be concerned; and to save the Lessor harmless from all fines, penalties and costs for violation of or non compliance with the same, and that said premises shall be at all times open to the inspection of said Lessor and her agents, to applicants for purchase or lease, and for necessary repairs.

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Lessee shall have no claim against Lessor for the value of any un-expired term of said lease.

And Lessee further covenants and agrees that no accumulation of boxes, barrels, packages, waste paper, or other articles shall be permitted in or upon the premises.

And the Lessee agrees to provide the Lessor with a certificate of insurance showing that the leased premises are covered by liability insurance. Renewals for the years of the lease commencing August 31, 2003 through August 30, 2008 will be provided to the Lessor before the prior certificates expire. AND, the Lessee agrees to hold the Lessor harmless and to indemnify her from any and all claims or demands arising out of the use of the premises of the Lessor by any employee, student, teacher, agent or invitee of the Lessee during school hours or at any other time when the premises are used under the supervision of any of the aforesaid. The Lessor agrees to promptly notify the Lessee of any suits or claims made against her in order to enable the Lessee to have the opportunity to defend any suits or claims.

And it is further agreed that either the Lessee or the Lessor may cancel the use of the premises after giving twenty four (24) hours written notice, with appropriate adjustment of the rent, prorated to allow for the fraction of year transpired.

And it is further agreed between the parties hereto that any obligation of either party under this Lease to the other party shall be satisfied if such notice is in writing and is delivered in hand to the other party or posted to the other party by certified mail, return receipt request, at the party's address first listed above or to the then last known address maintained by the said party and, if either party shall refuse to accept any such notice from the other party as is adequately addressed, whether by refusing delivery in hand or refusing to receipt for certified mail:

The refusal shall constitute a violation by the refusing party of its covenants and obligations hereunder; and

Lack of knowledge of the matters contained in such notice as was refused shall not be available to the refusing party as a defense in any legal or administrative action brought hereafter; and

Notice shall be deemed to have been constructively given as of the date delivery in hand or receipt of certified mail was first refused.

And it is further agreed that the actions and obligations required of either party under the Lease shall, during the term of this Lease, devolve to and be binding upon their heirs, assigns and successors in interest unless the said Lease is cancelled in accordance with the provisions hereof.

And it is further agreed that the provisions of this Lease shall be construed in accordance with, interpreted with respect to, enforced under, and governed by the laws of the State of Connecticut.

In Witness whereof, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this ____ day of June 2004.

*Signed, Sealed and Delivered
in the presence of:*

CYNTHIA A. FOLEY
Lessor

DANBURY BOARD OF EDUCATION
Lessee

By: Eddie L. Davis, Ph.D., Superintendent
Duly Authorized



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

May 3, 2004
Revised May 26, 2004

To: Mayor Mark Boughton
Members of Common Council

From: Planning Commission

Re: 8-24 Referral/April 6th CC Agenda Item #52 – Request to Discontinue and/or Abandon
Unimproved Road in “Westwoods” Subdivision.

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 April 21, 2004 meeting, the Planning Commission made a motion to give a **positive** recommendation based on the Planning Director’s report.

Steve Zaleta
Chairman

SZ/jr

Attachment

c: Engineering Dept.
Corporation Counsel

30

April



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

HEALTH AND HOUSING DEPARTMENT
155 DEER HILL AVENUE

20-may
31
(203) 797-4625
FAX (203) 796-1596

May 12, 2004

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

RE: Item #44 – Odors At 44 Mabel Avenue

Dear Council Members,

As requested by Mr. William Walsh, an investigation of suspected sewage odors coming from catch basins adjacent to 39 and 44 Mabel Avenue was conducted on May 10, 2004.

The Senior Inspector of our Environmental Health Services program conducted a visual and odor inspection of the storm drain identified by Mr. Walsh. No odor problem or visual confirmation of sewage was observed.

Additionally, a sample of the water discharging from the storm drain was obtained. The results of bacteriological testing were consistent with normal surface water drainage. The results did not indicate a septic system discharge into the storm drain.

In the course of his site visit, our Senior Inspector was informed by a Ms. Ebert of 39 Mabel Avenue that swamp gas odors have been an ongoing problem for the approximately fifty years she had lived on Mabel Avenue. These odors would be separate from, but similar to sewage odors.

It is impossible to prove a negative. It is always possible something was overlooked. However, based on the information available, it is my judgment that no discharge of sewage to the storm drain adjacent to 39 and 44 Mabel Avenue currently exists.

Please feel free to contact me if you require additional information.

Sincerely,

William Campbell
Director of Health

C: The Honorable Mark D. Boughton, Mayor





46 - April

CITY OF DANBURY

32

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

April 12, 2004

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

Dear Mayor Boughton and Common Council Members:

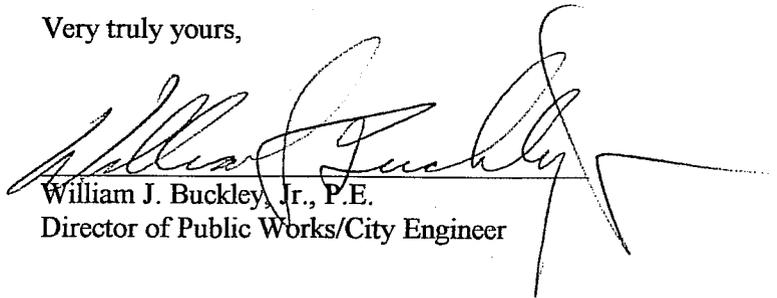
Request for Sanitary Sewer
East Gate Road

At the April 6, 2004 Common Council meeting, the request that the City study the feasibility of extending the City sanitary sewer system to serve East Gate Road was forwarded to our office for a report within thirty days (reference Item 46 of the meeting minutes).

If so directed by the Common Council, our office will add East Gate Road to our list of potential assessment projects. When time permits, we will prepare preliminary plans for sanitary sewer service to the area, develop a project cost estimate and calculate preliminary assessments for benefiting property owners. A public hearing would then be scheduled at which public hearing the property owners would express their positive or negative reactions to the proposal.

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

Very truly yours,



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

C: Eric L. Gottschalk, Esq.
Dennis Elpern



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

May 3, 2004

To: Mayor Mark Boughton
Members of Common Council

From: Planning Commission

Re: 8-24 Referral/April 6th CC Agenda Item #46 – Request for Sewers on East Gate Rd.

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 April 21, 2004 meeting, the Planning Commission made a motion to give a positive recommendation for the above referenced request provided it is designed and constructed in accordance with City Standards.

Steve Zaleta
Vice-Chairman

SZ/jr

Attachment

c: Engineering Dept.
Corporation Counsel



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

21-11109
33

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

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

May 10, 2004

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

Dear Mayor Boughton and Common Council Members:

Wilkes Road
Petition for Acceptance

At the May 4, 2004 Common Council meeting, the petition submitted by residents of Wilkes Road requesting that Wilkes Road be accepted as a City street was forwarded to our office for a report within thirty day (reference is made to item 21 of the meeting minutes).

In 1990 the Common Council received a petition from residents for the City to accept Wilkes Road. Enclosed please find a copy of the June 8, 1990 letter sent to the Common Council by City Engineer John A. Schwietzer, Jr., P.E. In his letter, Mr. Schweitzer discusses the condition of the road which was not adequate for acceptance by the City. At its December 4, 1990 meeting, the Common Council voted to deny the petition without prejudice.

In 1993 the Common Council again received a petition from residents asking that the Wilkes Road be accepted by the City. At its July 6, 1994 meeting, the Common Council voted to accept Wilkes Road upon compliance with the provisions of City of Danbury ordinance section 17-34. To meet the section 17-34 conditions, the residents would have to improve the road to meet the requirements of section 17-34. Our records do not indicate that any improvements to the road were made by residents after the Common Council took action.

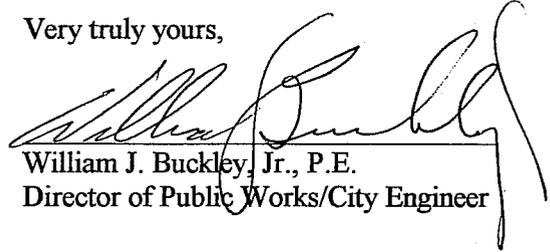
In 1996 another petition was received from residents of Wilkes Road asking that the road be accepted as a City street. The Common Council again voted to accept Wilkes Road under the provisions of ordinance section 17-34. At that time, however, our office was instructed to add the improvement of Wilkes Road for acceptance by the City to the City list of assessment projects. Preliminary assessments for the improvement of Wilkes Road will be computed by our office in the near future for input from property owners and, at some later date, our office will request that the Common Council schedule a public hearing to determine whether this road improvement assessment project will go forward.

The Engineering Department expects to begin working on the preliminary assessments for this project in the next month. Our intent is to have the information needed ready for a summer 2004 Common Council public hearing on the project.

We will keep you informed on our progress.

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

Very truly yours,

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

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

Encl.

C: Eric L. Gottschalk, Esq.
Dennis Elpern



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

June 8, 1990

ENGINEERING DEPARTMENT
(203) 797-4641

JOHN A. SCHWEITZER, JR., P.E.
CITY ENGINEER

Councilman Bernard Gallo
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Ct. 06810

Dear Councilman Gallo:

Wilkes Road

As requested, this department has reviewed the petition submitted to the Common Council for the acceptance of Wilkes Road and has conducted a field inspection of the road.

We offer the following comments:

1. The first 50 feet, more or less, of the road (in from Wheeler Drive) is in very poor condition. Repairs have been made using processed stone instead of proper paving materials.
2. The width of the right of way is only 30 feet.
3. The paved portion of the road measures between 14 feet and 16 feet in width. In some areas this pavement is in poor condition.
4. Section 17-34, Subsection (C) 5 of the Danbury Code of Ordinances requires certifications by the Director of Public Works and the City Engineer that the road in question "is adequate to support the traffic which is expected to use said road, and approve of the construction of said road with the reduced widths." I cannot certify that a road which varies in width from 14 feet to 16 feet is adequate.
5. There are no drainage structures in Wilkes Road at the Wheeler Drive end. (This is probably the reason for the poor condition of the road noted in comment 1 above.)

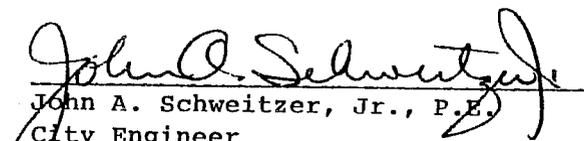
(continued on page 2)

June 8, 1990

6. There are three flat top type catch basins located within the middle third of the road length. The locations of the outlets of these drains is unknown. Drainage easements and rights to drain would be required.
7. There is no turnaround at the end of the paved portion of the road. This could pose a problem for snow plows and other emergency and maintenance vehicles.
8. Sight lines at the intersection of Wilkes Road and Wheeler Drive are restricted by brush, mail boxes, etc.
9. Verification that the entire paved portion of the road falls within the 30 foot right of way will be required.
10. Who owns the right of way and paved road? Can a proper deed be provided?
11. Is there any possibility that this road might be extended north in the future to serve additional properties? (Please note on the enclosed copy of a section of the Tax Assessor's map that the right of way extends all the way to property to the north.) If the road could be extended in the future, we will have to review the road acceptance petition and field conditions again with this possibility in mind.

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

Very truly yours,


John A. Schweitzer, Jr., P.E.
City Engineer

JAS/PAE/gw

Enclosure

c: Basil Friscia
Director of Public Works
Frank Cavagna



CITY OF DANBURY

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

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

PLEASE REPLY TO:
DANBURY, CT 06810

May 26, 2004

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

Re: Road Acceptance – Wilkes Road
May Common Council Agenda Item #21

Dear Mayor and Council Members:

Please accept this letter in response to your request for a report on the matter referred to above. The petition, signed by residents of Wilkes Road seeks to have the Common Council accept their road. As a general matter, state law and the Danbury Municipal Charter authorize the Common Council to grant road acceptance petitions following referral of the issue to the Danbury Planning Commission for a report. If however, these roads fail to meet minimum standards you may wish to consider whether they can be accepted under Section 17-34 of the Code of Ordinances. Recall that that section establishes a set of conditions that apply to the acceptance of older roads that fail to meet current standards and where no bond funds are available to complete improvements.

Sincerely,

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

Eric L. Gottschalk
Deputy Corporation Counsel

cc: Dennis I. Elpern, Director of Planning
William J. Buckley, Jr., Director of Public Works



34

CITY OF DANBURY

**155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810**

**COMMON COUNCIL
(203) 796-8083**

**VINCENT P. NOLAN, JR.
PRESIDENT**

June 2, 2004

Mayor Mark D. Boughton
Members of the Common Council

Re: Petition for Sewers on Karen Road

Dear Mayor and Council Members:

Attached please find a petition from residents of Karen Road requesting sewers.
Please forward this request to the City Engineer for consideration.

Sincerely yours,

Michael Calandrino
Council Member – Third Ward

May 4, 04

Dear Sir,

We would like to petition for city sewage on Karen Rd. The sewage line stops at Stadley Rough School, It is .02 tenth of a mile away from our house. We are in desperate need of some help. The water table is so very high here. Our septic system is flooded with water. It has been getting worst, with all our system for the last 20 years. With the city system you pay for it over a matter of time, which for us is a very good thing.

I have the names of all the people on Karen Rd. that would like to hook up. They are all happy in hopes that we will be able to have city sewage soon. Thank You.

Councilman
Calandrino

Adelaide Green
10 Karen Rd
Danbury, Ct. 06811

Beth Tarsi beth Tarsi 5 Karen Rd
~~Robert Krokovich~~ Robert Krokovich 14 Karen Rd

~~Stephan A. Arcanti~~ - Stephan A. Arcanti - 11 Karen Rd.

~~Peter Krajc~~ PETER KRAJC - 15 KAREN RD

~~Adelaide Green~~ Adelaide Green - 10 Karen

~~Chris Arcanti~~ Chris Arcanti 20 Karen Rd.

~~Marie Brillhante~~ Marie Brillhante 26 Karen Rd.

~~Lore Pierce~~ LORE PIERCE 14 Karen Rd

~~Curtis Constantine~~ CURTIS CONSTANTINE 12 KAREN RD

~~Pat Williams~~ Pat Williams 8 Karen Rd

~~ALOS ZAKAREN RD~~ LOSER ALOIS ZAKAREN RD

~~ALCELL G. MARTINS~~ ALCELL G. MARTINS 3 KAREN RD

~~7 KAREN RD~~ JEANETTE ARCONTE 7 KAREN RD

~~ALBINA ARCONTE~~ ALBINA ARCONTE 13 KAREN RD

~~ROI DO~~ ROI DO 21 KAREN RD

~~ROSEMARIE McLEAN~~ ROSEMARIE McLEAN 17 KAREN RD

~~MICHAEL BALLEWIG~~ MICHAEL BALLEWIG 18 KAREN RD

~~22 KAREN RD~~ WILSON L. OLIVEIRA 22 KAREN RD

~~SANDRA L. URBAN~~ SANDRA L. URBAN 4 KAREN RD.

~~Jean M. Caldora~~ Jean M. Caldora 2-B Karen Rd



35

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

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

May 5, 2004

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

Dear Mayor Boughton and Common Council Members:

East Ditch Drainage Project
Metro-North Railroad Agreement

The proposed East Ditch storm drainage system will run from the Still River to Main Street through the Liberty Street, Keeler Street, Center Street, State Street and Park Place areas. Near the start of the project, a 5 feet high by 10 feet wide box culvert will be installed through the Metro-North Railroad Danbury Railroad Station yard and under the Metro-North Railroad tracks.

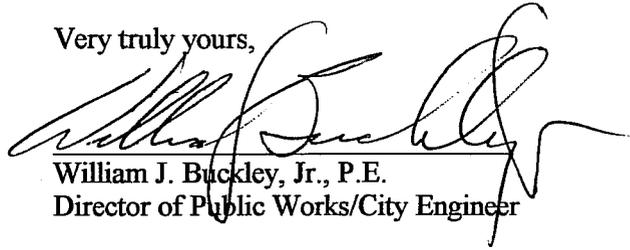
The crossing of the Metro-North Railroad property and tracks requires the approval of Metro-North Railroad and the execution of a license agreement by the City of Danbury. Our department and the City's consulting engineer have met with Metro-North Railroad. The proposed construction plans are acceptable to Metro-North Railroad.

Enclosed please find a copy of the proposed License Agreement for Wire, Pipe and Cable Crossings and Longitudinal Occupations prepared by Metro-North Railroad. This is a standard license agreement that is acceptable to our office. The agreement contains a blank for the advance deposit the City must pay to cover the railroad's expenses related to watchmen, flagmen, etc. during construction. The amount of this advance deposit will be determined by Metro-North Railroad when the contract is bid and the contractor who will do the work submits a proposed method of construction for railroad approval. The funds for this advance deposit will be drawn from the East Ditch storm drainage item in either the Vision 21² bond issue or the 21st Century Danbury bond issue.

We, therefore, request that the Common Council authorize Mayor Mark D. Boughton to execute this proposed license agreement.

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

Very truly yours,

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

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

Encl.

- C: Eric L. Gottschalk, Esq., with encl. (3 originals)
- Dena R. Diorio, with encl.
- Dan Garrick, with encl.

METRO-NORTH COMMUTER RAILROAD

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE
CROSSINGS AND LONGITUDINAL
OCCUPATIONS

THIS AGREEMENT, made this 1st day of May, 2004, between METRO-NORTH COMMUTER RAILROAD COMPANY, a public benefit subsidiary corporation of Metropolitan Transportation Authority ("MTA"), as manager and operator of the railroad line owned by the Connecticut Department of Transportation ("CDOT"), with its principal office at 347 Madison Avenue, New York, New York 10017 (hereinafter referred to as "Railroad") and City of Danbury with its principal place of business at 155 Deer Hill Avenue, Danbury, CT 06810 (hereinafter referred to as "Licensee").

WITNESSETH, that Railroad, insofar as its legal right, title and interest permits, grants a temporary License to the Licensee to construct, maintain, repair, relocate and ultimately remove one (1) 5-foot high x 10-foot wide box culvert storm drain crossing under and across the Danbury Railroad tracks at approximately station 19+15± and the Danbury Station Parking Lot leading and connecting into the Still River channel in connection with the City of Danbury major drainage construction project, in the City of Danbury, in the State of Connecticut, (all and any part thereof being hereinafter referred to as ("FACILITIES")) in accordance with Construction Plan No.10-532-01.0 dated 2-2004, submitted to Licensee to, and approved by, the Railroad in accordance with current issues of the Railroad specifications for pipe and/or wire crossing and shown on Construction Plan No. M-C-359 dated March 1, 2004, and marked Exhibit "A" and attached hereto and by reference incorporated into this Agreement. Said License shall be subject to the following terms, covenants, and conditions:

1. Consideration. The Licensee shall pay to the Railroad upon the execution hereof, the sum of WAIVED (\$-0-) as compensation for the application and preparation of this Agreement, together with the sum of (\$ -0-) per year as minimum annual rental, which said sum shall be payable annually in advance, commencing as of N/A. Railroad reserves the right to make adjustment in these rental charges. Licensee also will pay to the Railroad the sum of \$, which is Railroad's cost estimate for performing the services enumerated in paragraph 2, article 'c' of the agreement. It is understood and agreed that this payment is an advance deposit based upon the estimated costs and does not constitute a lump sum price for the performance of this work. Railroad may request an additional deposit in the

event that the value of the services performed pursuant to paragraph 2 are projected to exceed the amount of the original deposit and Railroad may discontinue its performance hereunder in the event of Licensee's failure to deposit the additional amount requested. If the costs of the actual services provided by Railroad are less than the estimated amount paid, Railroad will promptly refund the overpayment.

2. Construction. (a) The FACILITIES shall be located, constructed and maintained in exact accordance with the aforementioned Construction Plans. No departure shall be made at any time therefrom except upon written permission of the Railroad, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the proposed FACILITIES are situated, and having jurisdiction over the proposed FACILITIES, has by ruling or other lawful order, determined and fixed the manner and means of construction, maintenance, repair, alteration, relocation or removal thereof, then such ruling or order shall dictate the same.

(b) The work of constructing, maintaining, repairing, altering, relocating or removing the FACILITIES shall be done under such conditions as will be satisfactory to and approved by the Railroad, and as will not interfere with the proper and safe use and operation of the Railroad. No jacking shall be permitted without the approval, on site, of Railroad's Representative.

(c) In addition to, but not in limitation of any other provisions of this Agreement, if at any time the Railroad should deem inspectors, flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or licensees during the construction, maintenance, repair, alteration, relocation or removal of FACILITIES, the Railroad shall have the right to place such inspectors, flagmen, or watchmen at the sole expense of Licensee, which full cost and expense Licensee will reimburse the Railroad upon receipt of a bill therefor. However, the furnishing or failure to furnish inspectors, flagmen or watchmen by the Railroad, shall not release the Licensee from any or all liabilities assumed by the Licensee under the terms of this Agreement.

3. Notification to Railroad. Licensee or his contractor shall notify the Railroad or its designee, Mr. Ron Bottacari, Assistant Director, at least seven (7) days in advance before entering upon or commencing any work upon the FACILITIES and keep Mr. Bottacari or his designee fully advised of all activities. No entry or use of the FACILITIES will be permitted until this License is executed by both parties, any charges thereunder are paid, and any required insurance is obtained and evidence of such insurance in a form satisfactory to the Railroad is provided.

4. Alteration. If the Licensee desires or is required, as herein provided, to alter in any manner whatsoever the FACILITIES, it shall submit plans to the Railroad and obtain the written approval of the Railroad thereto before any work or alteration of the structure is performed; and the terms and conditions of this Agreement with respect to the original construction shall apply to any such alterations. The Railroad reserves the right to make adjustments in the rental charged as a result of such alterations.

5. Maintenance and Repair. The Licensee shall at all times be obligated to promptly maintain and repair FACILITIES, and shall, upon notice in writing from Railroad, promptly make such repairs thereto as may be required by Railroad; or the Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons, or employees from damage or injury, may with or without notice to the Licensee at any time make such repairs thereto and furnish such material therefore as it deems necessary, all at the sole cost and expense of Licensee. Railroad will make a reasonable effort to notify Licensee, if possible, prior to making repairs or, as soon thereafter as possible.

6. Supervision and Inspection. The Railroad shall have a right of supervision and inspection over the construction of the FACILITIES and approval of the material used in construction, maintenance, repair, alteration, relocation and removal thereof. An inspection of the existing track bed shall be made jointly between the Railroad's Representative and the Contractor, each day, to insure no settlement has occurred.

7. Applicable Law. Licensee, at its sole expense, shall comply with all federal, state and local laws, regulations and ordinances applicable to the FACILITIES. This Agreement shall be construed under the laws of the State of Connecticut.

8. Liability. The Licensee shall indemnify, defend, protect and save harmless the Railroad, MTA, National Railroad Passenger Corporation ("Amtrak"), Consolidated Rail Corporation ("Conrail"), CSX Transportation, Inc. ("CSX") and New York Central Lines LLC, Providence & Worcester Railroad Company ("P&W"), Housatonic Railroad Company, and its affiliates, and CDOT (hereinafter "Indemnitees") from and against all cost or expense resulting from any and all losses, damages, suits, claims and demands which any of the Indemnitees may directly or indirectly suffer, sustain or be subjected to by reason of the construction, existence, maintenance, repair, alteration, relocation or removal of FACILITIES, whether such losses and damages be suffered or sustained by any of the Indemnitees directly, or by their employees, patrons, licensees, or other persons or corporations, including the Licensee, its employees and agents who may seek to

hold the Indemnitees liable. If a claim or action is made or brought against either party for which the other party may be responsible hereunder in whole or in part, such other parties shall be notified and permitted to participate in the handling or defense of such matter.

9. Insurance. Licensee shall maintain, for the term of this Agreement, at its sole expense:

- a. Workers' Compensation Insurance including Employer's Liability. Such insurance shall fully comply with the Worker's Compensation law(s) of the state(s) in which operations or work related to this Agreement is to be performed.
- b. Commercial General Liability Insurance including Products/Completed Operations coverage and Contractual Liability Coverage, with a Combined Single Limit of at least \$2,000,000 per Occurrence for Bodily Injury and Property Damage. Such insurance shall (1) be underwritten by insurers acceptable to Railroad; (2) name the Indemnitees, and their officers and employees as additional insureds for the full policy limit; (3) provide for a waiver of subrogation as respects any additional insured; (4) specifically state the indemnification agreement of this Permit is insured as a contractual obligation of the insurer; and (5) provide that the insurer shall give Railroad a sixty (60) day advance written notice, by certified mail, of any adverse change, or any cancellation or non-renewal of such insurance and that any adverse change, cancellation or non-renewal shall not apply to the interest of the additional insured for sixty (60) days following receipt of such notice by Railroad.
- c. Railroad Protective Liability Insurance with a limit of liability of at least \$2,000,000 Combined Single Limit per Occurrence with a \$6,000,000 aggregate for Bodily Injury and Property Damage including physical damage to Railroad's property and property of others in Railroad's care, custody and control. Such insurance shall (1) be underwritten by insurers acceptable to Railroad, (2) name the Indemnitees and their officers and employees as additional insureds; and (3) provide that the insurer will provide Railroad with a sixty (60) day advance written notice of any cancellation or non-renewal of such insurance.
- d. Automobile Liability Insurance with a Combined Single Limit of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. Such insurance shall be

(1) underwritten by insurers acceptable to Railroad; (2) name the Indemnitees and their officers and employees as additional insureds; (3) apply to any automobile; and (4) provide that the insurer will provide Railroad with a sixty (60) day advance written notice, by certified mail of any cancellation or non-renewal of such insurance.

Licensee and/or its contractor(s) will complete and sign the Metro-North Certificate of Insurance annexed to this Agreement as Exhibit C, and return the Certificate to Railroad with the signed Agreement.

Railroad may, at its discretion, procure, provide and thereafter maintain in effect during the life of this Agreement for and on behalf of Railroad any and all force account insurance deemed necessary by Railroad. The provision of such insurance shall not be deemed a limitation on any liability of Licensee arising under the terms of this agreement. The premium paid by Railroad for such force account insurance coverage shall be reimbursed by Licensee in accordance with the provisions of paragraph 2c of this Agreement.

Any notice to be served on Railroad pursuant to this paragraph 9 shall be delivered by hand against a receipt or by U.S. Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

Metro-North Commuter Railroad
347 Madison Avenue, 11th Floor
New York, New York 10017
Attention: Director - Risk Management

10. Material and Labor Charges. All cost and expenses in connection with the construction, maintenance, repair, alteration, relocation and removal of FACILITIES shall be borne by the Licensee, and in the event of work being performed or material furnished by Railroad under this Agreement, Licensee agrees to pay to the Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchase and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed by the Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employer's liability insurance, public liability insurance, other insurance, taxes and all other indirect expenses. Material and labor overhead charges will be applied at the rates which are effective at the time of the performance of any work by employees of the Railroad. Licensee agrees to pay such bills upon receipt.

11. Alterations at the Request of Railroad . The Licensee shall, at its sole cost and expense, upon written request by the Railroad, change the location of the FACILITIES to permit and accommodate changes of grade, alignment, or any other improvement or additions to the facilities of the Railroad, and in the event of lease, sale or disposal of the premises or any part thereof incumbered by this license, Licensee shall make such adjustment or relocation of the FACILITIES as may be required by the Railroad; if Licensee shall fail or refuse to comply herewith, the Railroad, at the sole expense of Licensee, may make such adjustments or changes in the location of the FACILITIES.

12. Interests Upon Termination. Upon termination of this Agreement, all right, title and interest of the Licensee hereunder shall cease, and this instrument shall become null and void, saving any prior liability on the part of either party arising under the terms of this Agreement; and the Licensee shall remove the FACILITIES from Railroad property and restore all property of the Railroad to a condition satisfactory to the Railroad. If the Licensee fails or refuses to remove the FACILITIES the Railroad may do so at the sole expense of the Licensee. Under no circumstances shall this temporary License be construed as granting the Licensee any rights, title or interest of any kind or character in, on or about the land or premises of CDOT, MTA or Railroad thereafter. The Licensee agrees to notify Railroad when use of the Property or work is completed.

13. Roadbed Settlement . Licensee shall be obligated to remedy any settlement caused to the roadbed, right -of-way and/or tracks, facilities, and appurtenances of the Railroad resulting from the presence of the FACILITIES.

14. Inductive Interference. Licensee shall be obligated to remedy any inductive interference resulting from the presence of the FACILITIES.

15. Taxes and Assessments . Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the installation of the FACILITIES, and Licensee further covenants and agrees to pay to Railroad the full amount of any assessments, taxes or charges of any kind which may be imposed against the Railroad or its property by reason of the installation of the FACILITIES.

16. Assignment. Licensee shall make no assignment of this Agreement without prior written consent of the Railroad. Any such assignment, or attempt to assign, shall be void.

17. Force Majeure. Any obligation of Railroad hereunder shall be subject to "Force Majeure", which shall include, but not

be limited to, labor disruptions such as strikes.

18. Effective Date. This Agreement shall take effect as of the 1st day of May, 2004.

19. Termination Upon Notice. This Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days' written notice to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

*APPROVED
AS TO FORM RLW*

METRO-NORTH COMMUTER RAILROAD
COMPANY

WITNESS:

BY: _____

TITLE: Vice President-Operations

DATE: _____

CITY OF DANBURY

WITNESS:

BY: _____

TITLE: _____

DATE: _____

ATTACHMENT "A"

DESCRIPTION OF CONDUCTOR-FLAGMAN WORK RULES

BASE RATE

Conductors are paid at 70%, 75%, 80%, 85%, and 90% of payscale, respectively, for the first five years of service, and 100% of payscale thereafter.

A conductor flag is entitled to payment for the full eight-hour shift regardless of whether he actually worked that time. Thus, three (3) and seven (7) hour work periods are paid at the full eight hour rate.

OVERTIME

A conductor flag is entitled to 1-½ times salary after the first eight (8) hours service in one day computed from the time he leaves his headquarters until the time he returns. In addition, a conductor who has completed forty (40) hours service in the payweek will be paid 1-½ times salary for any additional work in that payweek.

DEADHEADING TIME

Flagging personnel are also paid for "Deadheading," which is travel time from their headquarters, to and from the project, via a scheduled train. Arranging to man an assignment by a scheduled train can add hours to the actual productive worktime.

MEAL ALLOWANCES

Metro-North is obligated to pay Conductor Flagmen by agreement .75 hour meal allowance whenever assigned to flag duty away from headquarters.

Metro-North Railroad EXHIBIT "A"

NAME: City of Danbury

Facility: (1) 5'x10' Box Culvert storm water drainage

Crossing under & across Danbury Main Track

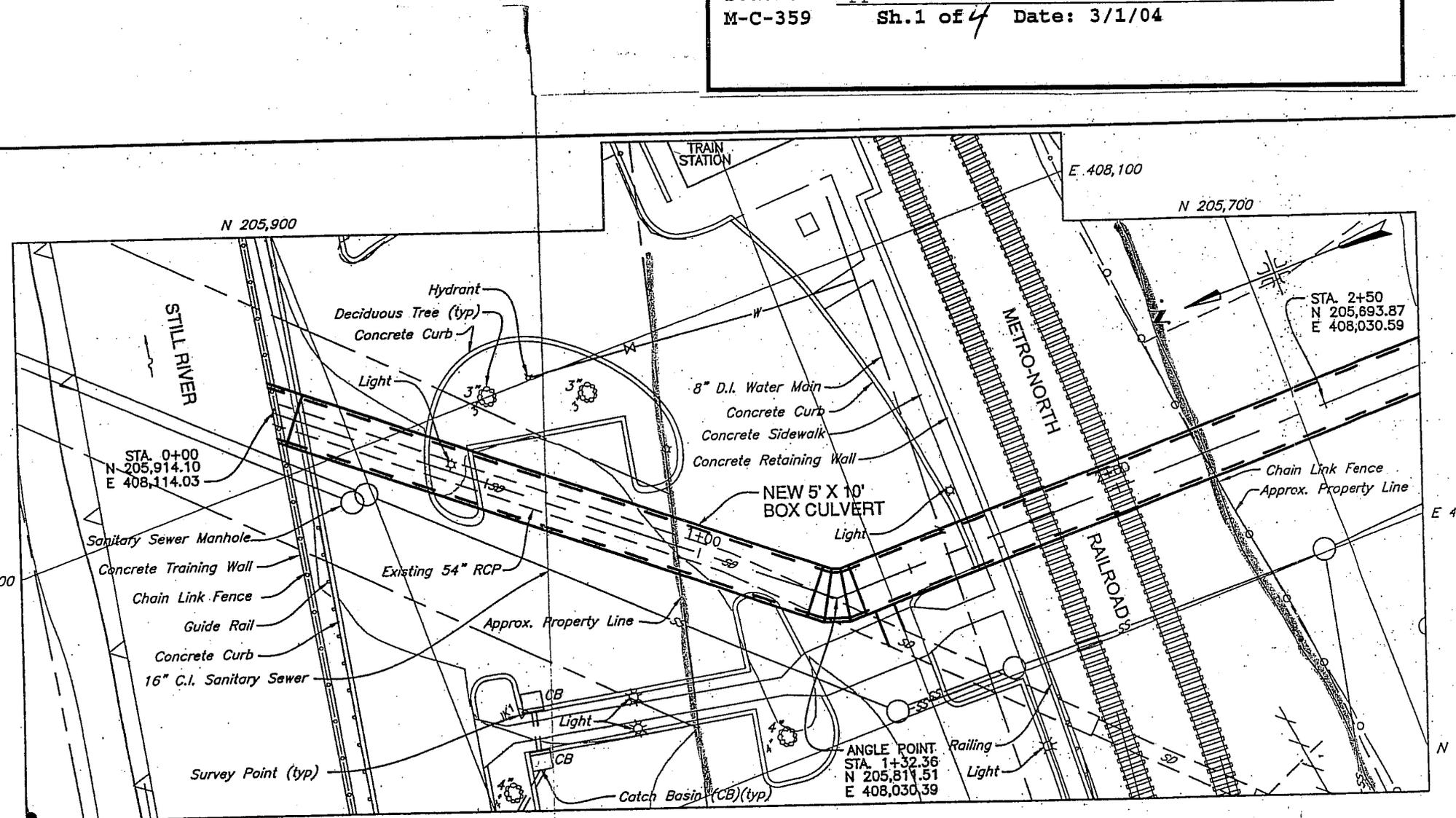
Location: Danbury Railroad Station (MP 23.35)

Line Name: Danbury Branch M.P. 23.35±

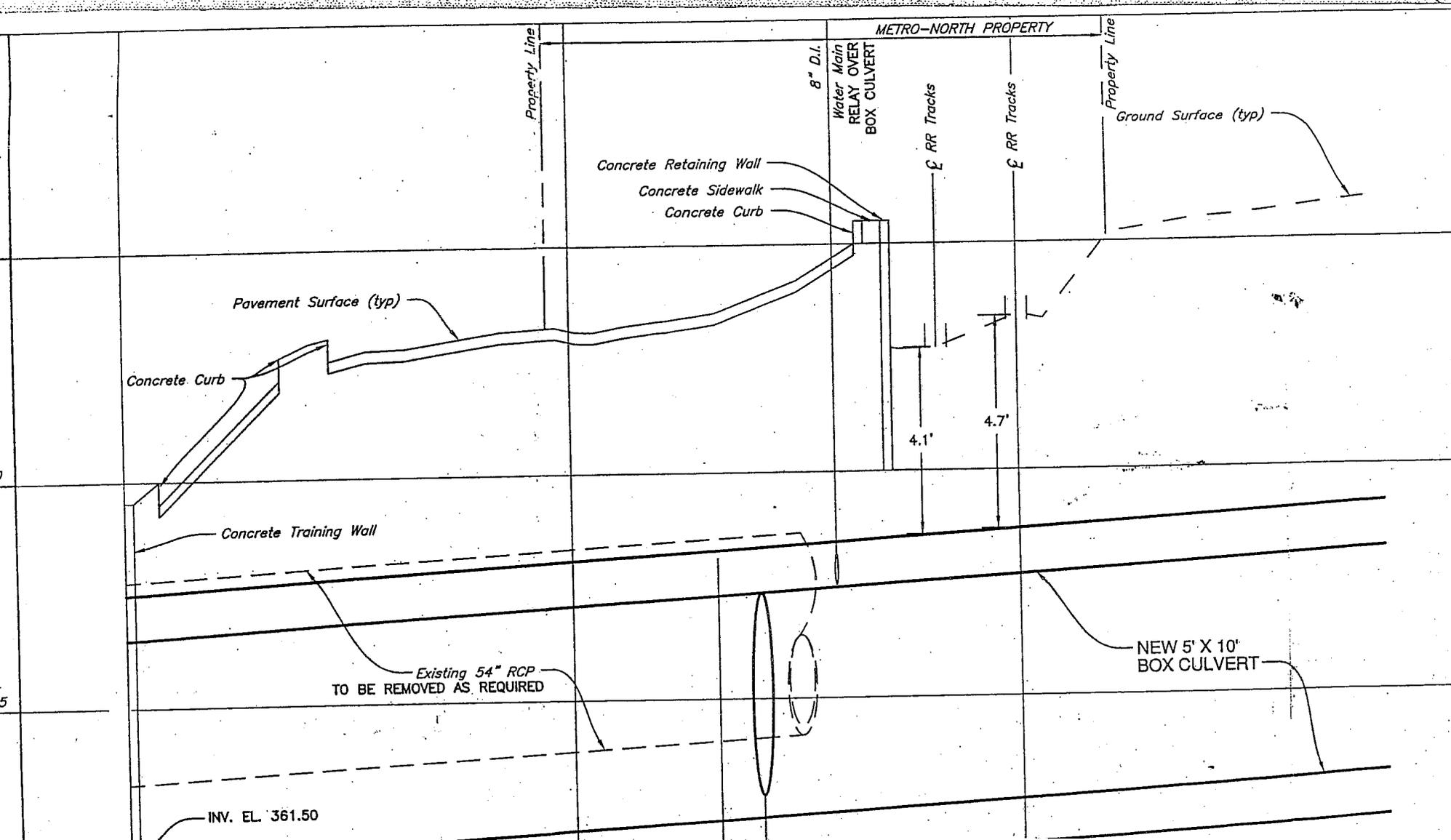
Valuation Sta. 19+15±

Station: approx. 100 feet west of Danbury Station

M-C-359 Sh.1 of 4 Date: 3/1/04



SITE PLAN



Metro-North Railroad EXHIBIT "A"
NAME: City of Danbury
Facility: (1) 5' x 10' Box Culvert storm water drainage
Crossing under & across Danbury Main Track
Location: Danbury Railroad Station (MP 23.35)
Line Name: Danbury Branch **M.P.** 23.35±
Valuation Sta. 19+15±
Station: approx. 100 feet west of Danbury Station
M-C-359 **Sh.2 of 4** **Date:** 3/1/04

X CULVERT STA. 0+00

INV. EL. 361.50

Existing 54" RCP
TO BE REMOVED AS REQUIRED

1+32.36

EXISTING 54" RCP

METRO-NORTH PROPERTY

8" D.I.
Water Main
RELAY OVER
BOX CULVERT

RR Tracks

RR Tracks

Ground Surface (typ)

Concrete Curb

Concrete Training Wall

Concrete Retaining Wall
Concrete Sidewalk
Concrete Curb

NEW 5' X 10'
BOX CULVERT

Pavement Surface (typ)

4.1'

4.7'

Property Line

Property Line

Metro-North Railroad Exhibit A
NAME: City of Danbury
Facility (1) 5'x10' Box Culvert storm water drainage
Crossing under & across Danbury Main Track
Location: Danbury Railroad Station (MP 23.35)
Line Name: Danbury Branch M.P. 23.35±
Valuation Sta. 19+15±
Station: approx. 100 feet west of Danbury Station
M-C-359 Sh.3 of 4 Date: 3/1/04

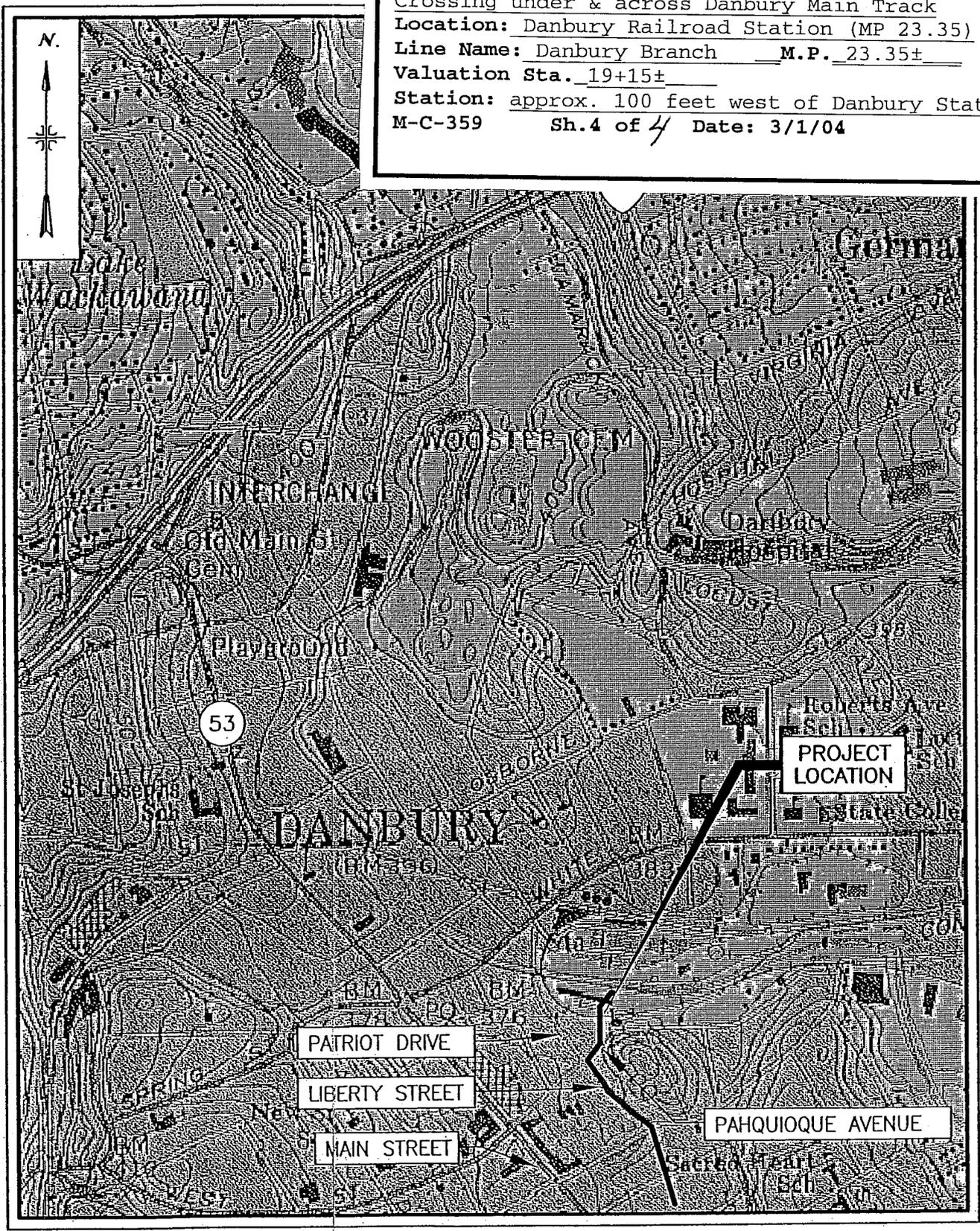
Carrier Pipe

Contents To Be Handled..... Storm Water
Normal Operating Pressure..... Gravity Drain
Nominal Size of Pipe..... 5' H x 10' W
O.S. Dimensions..... 7' H x 11'-8" W
I.S. Dimensions..... 5' H x 10' W
Wall Thickness..... 12" Top and Bottom
10" Sidewalls
Weight Per Foot..... 4,880 lbs/ft.
Material..... Reinforced Concrete
Process of Manufacture..... Precast
Specification..... ACI 318, AASHTO Specifications for
Highway Bridges and AREMA Manual
Railway Engineering
Grade and Class..... Grade 60 Rebar and 5000 psi Con
Test Pressure..... Not Applicable
Type of Joint..... Push-on with Rubber Gasket
Male and Female Ends with 4" Ove
Type of Coating..... None
Details of Cathodic Protection..... None
Method of Installation..... Open Cut
Character of Subsurface Material
at the Crossing Location..... To be Confirmed with Test B
Approximate Ground Water Level..... To be Confirmed with Test B
Source of Information on Subsurface
Conditions (Borings, Test Pits
or Other)..... Test Borings to be Scheduled

DELETED

1825 North Railroad Exhibit "A"

NAME: City of Danbury
Facility(1) 5'x10' Box Culvert storm water drainage
Crossing under & across Danbury Main Track
Location: Danbury Railroad Station (MP 23.35)
Line Name: Danbury Branch M.P. 23.35±
Valuation Sta. 19+15±
Station: approx. 100 feet west of Danbury Station
M-C-359 Sh.4 of 4 Date: 3/1/04



Base map from DANBURY, CT., 1984
USGS Quadrangle

LOCATION PLAN
SCALE: 1" = 1000'

CT

GENERAL PROCEDURE FOR ACCESS TO RAILROAD PROPERTY
(Within the State of Connecticut Right-of-Way)

All outside parties who need to perform construction or maintenance on or adjacent to Railroad property shall do the following:

1. Submit a written request for an entry permit to the Chief Maintenance of Way Officer defining the location, scope of work and duration of activities on or adjacent to Railroad facilities. Address letter to:

Chief Maintenance of Way Officer
Metro-North Railroad
420 Lexington Avenue, 12th Floor
New York, NY 10017
212-499-4504

2. Execute and return the Entry Permit provided by Metro-North Railroad to the Chief Maintenance of Way Officer. Applicant shall obtain confirmation of receipt from the Chief Maintenance of Way Officer.
3. Furnish proof of insurance in a form acceptable to and approved by the Director of Risk and Insurance Management no less than 20 working days prior to the intended start of work (See Section C of this specification) to:

Assistant Director of MTA Risk and Insurance Management
Metro-North Railroad
341 Madison Avenue, 18th Floor
New York, NY 10017
212-878-7411

4. Supply payment, in full, of Metro-North's estimated cost of Railroad Force Account Services no less than 20 working days prior to the intended start of work. Obtain confirmation of receipt by the Chief Maintenance of Way Officer. Since the payment is based on an estimated cost, unexpended funds, if any, will be subject to reimbursement. On the contrary, should the actual work exceed the estimated cost, an additional payment shall be submitted to continue Railroad Force Account Services.
5. Once the entry permit is in place, contact:

Mr. Ronald M. Bottacari, P.E.
Assistant Director, Structural Engineering
Connecticut Bridge Projects Office
525 Water Street, 3rd Floor
Bridgeport, CT 06601
203-337-3601 Tel.
203-337-3609 Fax

no less than 15 working days prior to the start of work to schedule a pre-construct conference. When all is in order, the Connecticut Bridgeport Projects Office will schedule Railroad coordination and support services. (See Sections A and B of this specification.)

6. Supply construction shop drawings, calculations and supporting documentation in accordance with this specification. Allow 10 working days for review of submittals prior to requesting a conference to schedule that activity.

CONSTRUCTION SPECIFICATION - I & C SECTION AMETRO-NORTH RAILROAD COMPANYCONTRACTOR REQUIREMENTS FOR WORK AFFECTING THE RAILROAD

The contractor shall be governed by the State of Connecticut Department of Transportation Standard Specification for Roads, Bridges and Incidental Construction, Form 814 (or latest edition), with the following additions:

1. All matters requiring Railroad Company approval or coordination of construction methods shall be directed to: **Metro-North Railroad Company, Connecticut Bridges Program Office, 525 Water Street, Bridgeport, Connecticut 06601.**
2. The contractor shall obtain design and construction approval of construction methods from the railroad. He shall submit detailed plans appurtenant data and calculations for any operation on or adjacent to the Railroad property prior to the start of work. Metro-North will evaluate the effect of this work on the operating Railroad. The plan shall locate and identify all utilities, above and below ground at the work site. He shall make necessary plan revisions, schedule changes, additions, deletions, etc. at his own expense. The contractor shall remove at his own expense any pipe, wire, or structural facility installed without Metro-North approval or which deviates from the Plan approved by Metro-North.

Under the direction of a Railroad representative (engineer, inspector) the contractor shall - at no cost to the Railroad - perform pre and post construction surveys of tracks and structures to establish existing horizontal and vertical clearances. The elevations shall reference an established survey benchmark which will remain undisturbed throughout the construction. It may be necessary for the contractor to monitor movements of tracks and structures on a more frequent basis - monthly, weekly or daily as determined by the Railroad representative. Copies of the field notes must be delivered to the Railroad on a regular basis.

Under the direction of a Railroad representative (engineer, inspector) the contractor shall - at no cost to the Railroad - take pre and post construction photographs of the entire work site and track area, two sets of which will be delivered to the Railroad. The photographs shall be gloss prints 8 inches by 10 inches in size. They shall also be labeled on their reverse sides. The label shall include project title, Project Identification Number (PIN), Bridge Identification Number (BIN) or contract number, name of contractor, date and direction photograph was taken. Each photograph shall also be numbered for identification.

3. Sheeting shall be required on all excavations where the side of the excavation is intercepted by the Railroad live load influence line. The live load influence line is defined as a line originating at the bottom outside edge of tie and extending downward at a slope of 1 (vertical) on 1 ½ (horizontal). Such excavations must be designed to withstand, in addition to all static loads such as structural dead load, soil pressure and hydrostatic pressure, a Railroad live load of Cooper E-80 or other loading magnitude as may be directed by the Railroad.

CONSTRUCTION SPECIFICATION - I & C SECTION A

Moreover, sheeting alongside active track systems shall maintain lateral support. Lateral support shall consist of a compacted stone ballast shoulder level with the top of tie for at least one (1) foot from the end of tie supported by a slope no steeper than one (1) vertical to two (2) horizontal. Timber sheeting left in place shall be treated with wood preservative in accordance with the American Wood Preservers Association Standards for timber in contact with soil.

4. Protective scaffolding shall be necessary where, at the sole discretion of the Railroad, such scaffolding is necessary to protect the Railroad or the general public from possible falling debris, paint or other materials; to protect personnel working above the right-of-way or to provide a platform for personnel, materials and or equipment. A protective scaffold intended to contain finely broken concrete decking shall be designed for a live load of 200 pounds per square foot applied uniformly over the entire structure, and a 2 kip concentrated load placed anywhere on the structure. The two loads are not to be applied simultaneously for design purposes. Design of the scaffold intended for any other purpose shall be submitted to Metro-North for approval. The design shall contain details of any construction activities supported or protected by the scaffold. Loads or rigging which exceed the capacity of the scaffold shall be subject to the conditions of Section B "Rigging." All materials for protective scaffolding must be fire retardant. The contractor must supply the Railroad with certification from the manufacturer or supplier that lumber meets or exceeds the ASTM E-84 fire retardant specification for exterior application 30-minute duration. Plans and calculations for sheeting and scaffolding must be submitted to the Railroad for approval prior to construction. Further, plans and calculations must be stamped by a Professional Engineer licensed in the state in which the project is located.
5. The contractor shall safeguard the tracks, rolling stock and other equipment and plant of the Railroad from being damaged in any manner and will be held financially responsible for same. He shall not perform any operations which might foul the Railroad until he has complied with the Railroad requirements.
6. An operating track will be considered fouled when, in the sole opinion of the Railroad, demolition, blasting or construction activity on or adjacent to a main track or controlled siding may interfere with the safe movement of trains at normal speed. A crane, derrick or a similar piece of equipment located on Railroad right-of-way or on adjacent property shall be considered as fouling the track when the position in which it is working is such that without regard to the manner in which it is intended to carry out the operation, failure or malfunction could cause damage or obstruction within the operating area. Similarly, Railroad utilities (power, communications and signal lines) will be considered fouled when, in the sole opinion of the Railroad, the contractor's operation could interfere with these utility lines.

CONSTRUCTION SPECIFICATION - I & C SECTION A

7. The contractor shall give sufficient advance notice so that the Railroad may arrange to supply special supervisory and protective forces.
Section 12 "Protective Personnel" defines the advance notice requirements for operations requiring protective services. The Railroad will provide protective forces to the extent possible considering operational and maintenance priorities. The Railroad makes no guarantee that protection personnel will be available to meet the contractor's preferred schedule. Further, no such work may actually commence until the assigned Railroad representative affirmatively advises the contractor that the necessary protective forces are stationed and that he may proceed.
8. The contractor will not store materials or equipment upon Railroad right-of-way without first obtaining written permission of the Railroad. The contractor shall secure construction materials and equipment which could be used by vandals to obstruct Railroad operation in a vandal-proof enclosure. The contractor shall protect the work site with fences, barricades, barriers, watchmen or other means necessary to bar access to operating areas via the work site.
9. The contractor must furnish an English-speaking supervisor at each job location who is capable of communicating (including translating if necessary) instructions from the flagman or other Metro-North representative to the contractor's personnel on the job. Such supervisor must remain on the site at all times while work is being performed or any contractor employees are on or about the Railroad right-of-way.
10. The contractor shall comply with any and all Federal, State and Local laws, regulations and rules governing environmentally controlled substances and construction practices. De-watering operations shall comply with applicable regulatory controls and shall be subject to Metro-North review and approval. The contractor shall comply with Federal and State regulations for containment, storage and disposal of hazardous/industrial wastes. He shall comply with Metro-North Procedure 50-601, Item "O," Environmental Controls. The contractor shall indemnify and hold harmless the Railroad from any loss, liability or expense on account of claims which result from the handling, transportation, disposal or abatement of asbestos, asbestos containing material or asbestos contaminated materials, lead paint materials and other environmentally regulated substances and material in the possession of contractor or his subcontractors where said claim, is not the result of negligence of an Indemnified Party.

CONSTRUCTION SPECIFICATION - I & C SECTION A

11. The Metro-North Safety Department offers an orientation class for all contractor personnel who have reason to enter Railroad property. The contractor can obtain training material from the Safety Department.

The contractor shall comply with the requirements of all applicable Federal, State, Local and Railroad jurisdictions to provide a suitable work environment for workmen and for the general public. He shall prepare and submit a comprehensive "Safety Plan" which will:

1. Designate a company representative(s) who will prepare and implement a program of compliance.
2. Supply personal safety equipment for all workmen employed by the contractor or his subcontractors and enforce use of this equipment by contractor personnel.
3. Train all employees and subcontractor employees with emphasis upon unusual conditions found in the Railroad environment.

12. Protective Personnel

Metro-North will furnish flagmen, inspectors, maintenance personnel and similar labor (protective personnel) as required by Metro-North to protect the operation of train traffic during the contractor's construction activities. The contractor must obey the instructions from Metro-North flagmen or other representatives on the job site promptly. Failure to follow instructions from Railroad personnel on the site will lead to withdrawal of Metro-North's Entry Permit, thus closing the job site to the contractor and its employees. The Railroad will at its sole discretion, determine the need for and the availability of protective, support personnel. The contractor must notify the assigned Railroad inspector no less than 14 calendar days in advance of undertaking an approval construction activity which may require protective personnel. If the contractor notifies Metro-North less than 14 days in advance, the Railroad may be unable to supply protective personnel and/or the Railroad may incur additional costs in accordance with existing collective bargaining agreements in order to fulfill a request. The cost of protective personnel and any additional penalty costs incurred by the railroad due to late notification shall be borne by the contractor or agency responsible to reimburse Railroad costs. Requests to cancel construction activities and protective personnel must be received and acknowledged by the assigned Railroad inspector no less than 96 hours prior to the start of the scheduled construction activity. Any costs incurred by Metro-North due to late cancellation notice shall be borne by the contractor or agency responsible to reimburse Railroad costs.

CONSTRUCTION SPECIFICATION - I & C SECTION A

13. The Railroad will, at its sole discretion, remove tracks from service and de-activate high voltage traction power facilities to permit certain construction activities which can only be performed at times when the Railroad can schedule this track use. In general, the Railroad can de-activate single tracks at night between the hours of 2:30 AM and 5:00 AM. Construction activities which require de-activating all tracks of a main line system must be performed on weekend nights at times specified by the Railroad. Requests for additional "track use" will be evaluated subject to operating and maintenance priorities. Requests to de-activate track(s) and/or high voltage power systems must be received and acknowledged by the assigned Railroad inspector no less than 14 days prior to the scheduled activity. Metro-North will only consider requests for "track time" to facilitate construction activities that have been approved by the Construction Management Department.
14. Highway-rail mounted equipment and "work trains" are generally prohibited from use by non-Railroad agencies on Metro-North mainlines tracks.
15. The contractor shall adhere to Metro-North security practices. He shall identify all contractor/subcontractor personnel who have reason to enter a designated security area of Railroad property. He shall supply a listing of the names of all personnel who have reason to enter Railroad property. The list shall be updated whenever there is a change in personnel. He shall supply each workman with company insignia which shall be worn on outer garments whenever workmen are on Railroad property. Contractor personnel failing to wear identifying insignia shall be removed from the property.
16. An Entry Permit shall be necessary before non-Railroad personnel enter Railroad property. The project owner shall contact the office of the Chief Engineer of Maintenance to initiate the process at:

Engineering Department
Metro-North Railroad
420 Lexington Avenue
12th Floor
New York, New York 10017

17. A Force Account Agreement shall be necessary between Metro-North and the project owner to provide for reimbursement of Railroad protective costs incidental to the construction project. The project owner shall contact the:

Metro-North Railroad
Connecticut Bridges Program Office
525 Water Street
Bridgeport, Connecticut 06601

The project owner shall deposit with Metro-North payment of the full amount of the estimated cost of Railroad services prior to entering the property.

CONSTRUCTION SPECIFICATION - I & C SECTION B

Requirement for Erection, Demolition and Other Rigging Operations Over or Adjacent to Railroad Right-of-Way

The contractor must furnish the following information to obtain written approval prior to the start of any rigging operation over or adjacent to the Railroad right-of-way:

1. Plan view showing locations of cranes, boom length and rigging operating radii, with delivery or disposal vehicle weight and locations shown.
2. Crane rating sheets showing cranes to be adequate for 150% of the lift. Crane and boom nomenclature shall be indicated. Include manufactures' recommended data for special applications such as barge mounted equipment.
3. Plans and computations showing weight of pick. Include weight of rigging equipment.
4. Location plan showing obstructions, indicating that the proposed swing is possible. A profile of overhead utility lines or obstructions demonstrating that the rigging operation is possible. Computations and plans demonstrating that foundations for equipment and temporary structures are adequate and protect subsurface utilities and structures.
5. Plans and calculations showing locations and structural adequacy of mats, barges, planking or special decking as may be required by the Railroad.
6. Written statement from crane owner giving date of last crane condition and safety inspection and the results of said inspection.
7. Data sheet listing number, type, size, arrangement and capacity of slings, spreader bars or other connecting equipment. Copies of catalog or information sheets of specialized equipment.
8. A complete procedure, indicating the order of lifts and repositioning or rehitching of the cranes and partial pre-cutting of structural members.
9. Temporary support of any components or intermediate stages including bolting data shall be shown.
10. A time schedule of each stage or lift, as well as a schedule for the entire lifting procedure.
11. All plans and calculations submitted to the Railroad as required above shall be stamped by a Professional Engineer licensed in the state where the work is performed.

CONSTRUCTION SPECIFICATION - I & C SECTION B

In general, unless otherwise directed by the Railroad, operations directly over or adjacent to the operating right-of-way which foul the operating area, or which in the event of a failure could fall across the operating-area will be performed between approximately 2:30 AM and 5:00 AM. Operations involving a track and power outage across all tracks my be performed only on weekends -at times specified by the Railroad.

The contractor shall locate and mark the exact crane location in the field at least two working days prior to the intended operation. He shall verify the radii and clearances for critical picks, and he shall confirm the stability of the foundation for crane outriggers and supports. Any deviation from this plan must be approved, in writing, by the Metro-North Engineer prior to the date that the work will be scheduled.

CONSTRUCTION SPECIFICATION - I & C SECTION C

UNIFORM INSURANCE STANDARDS

CONSTRUCTION WORK INVOLVING CONTRACTORS NOT WORKING FOR METRO-NORTH RAILROAD COMPANY

Evidence of Insurance shall be submitted to Metro-North Railroad Company on the attached Metro-North binder form and must be signed by either an authorized representative of the insurance carrier or the broker. A Notary Public must then certify the signature. Metro-North Railroad Company will review and approve the certificate prior to any entry on railroad property or commencement of work. A complete original of the Railroad Protective Liability Insurance Policy shall be delivered to Metro-North Railroad Company within 30 days and prior to expiration of the binder.

Metro-North reserves the right to require complete, certified copies of all insurance policies at any time. Metro-North shall also maintain the right to approve any proposed insurers and to review the acceptability of said insurers for the duration of all work involving railroad property or railroad operations.

Contractor shall maintain the following insurance coverage at his sole expense:

- A. **Workers' Compensation Insurance** including Employer's Liability. Such insurance shall fully comply with the Worker's Compensation law(s) of the State(s) in which operations or work related to this project is to be performed.

- B. **Commercial General Liability Insurance** including Products/Completed Operations coverage and Contractual Liability Coverage, with a Combined Single Limit of at least **\$2,000,000** per Occurrence for Bodily Injury and Property Damage. Such insurance shall (1) be underwritten by insurers acceptable to Railroad; (2) name SEE EXHIBIT "A" ATTACHMENT and their officers and employees as **additional insureds** for the full policy limit; (3) provide for a waiver of subrogation as respects any additional insured; (4) specifically state that the indemnification agreement of this contract is insured as a contractual obligation of the insurer; and (5) provide that the insurer shall give Railroad a thirty (30) days advance written notice, by certified mail, of any adverse change, or any cancellation or non-renewal of such insurance and that any adverse change, cancellation or non-renewal shall not apply to the interest of the additional insured for thirty (30) days following receipt of such notice by Railroad.

CONSTRUCTION SPECIFICATION - I & C SECTION C

- C. **Railroad Protective Liability Insurance** with a limit of liability of at least \$ 2,000,000 Combined Single Limit per occurrence with a \$ 6,000,000 aggregate for Bodily Injury and Property Damage including physical damage to Railroad's property and property of others in Railroad's care, custody and control. Such insurance shall (1) be underwritten by insurers acceptable to Railroad, (2) name SEE EXHIBIT "A" ATTACHMENT and their officers and employees as named insureds; and (3) provide that the insurer will provide Railroad with thirty (30) days advance written notice of any cancellation or non-renewal of such insurance.
- D. **Automobile Liability Insurance** with a Combined Single Limit of at least \$ 1,000,000 per occurrence for Bodily Injury and Property Damage. Such insurance shall be (1) underwritten by insurers acceptable to Railroad; (2) name SEE EXHIBIT "A" ATTACHMENT and their officers and employees as additional insureds; (3) apply to any automobile; and (4) provide that the insured will provide Railroad with a thirty (30) days advance written notice, by certified mail or any cancellation of non-renewal of such insurance.
- E. **Environmental Liability Insurance** shall be necessary if the contractor must handle environmentally regulated substances. The contractor shall furnish evidence that, with respect to the operations he or his subcontractors perform, the firm(s) handling, transporting or disposing asbestos, asbestos containing materials, lead paint materials or any other environmentally regulated substance or material, has provided Environmental Liability Insurance naming the Indemnified Parties and the contractor where applicable as additional insureds. Said insurance must provide a limit of not less than \$ 2,000,000 per occurrence for physical injuries (including death) and property damage and shall be in effect from the time Metro-North permits the asbestos abatement or other environmentally regulated substances and materials work to begin through the contractor's completion of the work.

In addition, upon award, the contractor shall furnish evidence that the transporter and disposal facility chosen by the contractor have the minimum Environmental Indemnification Insurance required by applicable Federal, State, and Local Regulations for the duration of the work.

The liability of the contractor under this section shall in no way be limited by the amount of insurance coverage provided by the contractor and/or his subcontractors, and shall continue beyond the expiration of the contract for claims, losses, expenses, fines, penalties and assessments which arise out of the contractor's or his subcontractors' performance during the term of the contract.

CONSTRUCTION SPECIFICATION - I & C SECTION C

The contractor shall complete the Certificate of Insurance prescribed by Metro-North evidencing the maintenance of the insurance required above. The Certificate of Insurance shall (1) show the total limit of liability of all policies; (2) reference this contract on the Certificate of Insurance; (3) be signed by an authorized representative of the insurance carrier; and (4) define the term of coverage to completion of project.

Railroad may, at its discretion, procure, provide and thereafter maintain in effect during the life of this project for and in behalf of Railroad any and all force account insurance deemed necessary by Railroad. The provision of such insurance shall not be deemed a limitation on any liability of contractor arising under the terms of the Entry Permit. The premium paid by Railroad for such force account insurance coverage shall be reimbursed by contractor in accordance with the provisions of the Entry Permit.

Any notice to be served on Railroad pursuant to this SECTION C - UNIFORM INSURANCE STANDARDS shall be delivered by hand against a receipt or by U.S. Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

Metro-North Railroad
347 Madison Avenue, 11th Floor
New York, New York 10017

Attention: Director - Risk Management



Metro-North Railroad

CERTIFICATE OF INSURANCE

CONTRACT NAME:

CONTRACT NUMBER:

PRODUCER:

ADDRESS:

PHONE NUMBER:

CERTIFICATE ISSUANCE DATE:

INSURED:

CO
LTR

COMPANIES AFFORDING COVERAGE

A

B

C

D

E

F

G

CERTIFICATE
HOLDER:

COVERAGES (See Notes 1 and 2)

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
	GENERAL LIABILITY (Check all that apply): <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Undergrmd Expl. & Collapse Haz. <input type="checkbox"/> Products/Completed Oper. <input type="checkbox"/> Contractual <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Broad Form Property Dam. <input type="checkbox"/> Personal Injury				BODILY INJURY OCC.	\$
					BODILY INJURY AGG.	\$
					PROPERTY DAMAGE OCC.	\$
					BI & PD COMBINED OCC.	\$
					BI & PD COMBINED AGG.	\$
					PERSONAL INJURY AGG.	\$
	AUTOMOBILE LIABILITY (Check all that apply): <input type="checkbox"/> Any Auto <input type="checkbox"/> Owned Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-owned Autos				BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Accident)	\$
					PROPERTY DAMAGE	\$
					BODILY INJURY & PROPERTY DAMAGE COMBINED	\$
	EXCESS LIABILITY (Check all that apply): <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form	NO RETENTION/ DEDUCTIBLE			EACH OCCURENCE	\$
					AGGREGATE	\$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				<input type="checkbox"/> STATUTORY LIMITS	
					EMPLOYER'S LIABILITY	\$2,000,000.00
	BUILDER'S RISK (See Note 3)				FULL CONTRACT VALUE	
	RAILROAD PROTECTIVE LIABILITY (See back of this form for named insureds)				EACH OCCURENCE	\$2,000,000.00
					AGGREGATE	
	PROFESSIONAL LIABILITY					
	OTHER					
	OTHER					

CERTIFICATE OF INSURANCE

(Continued) Page 2

ADDITIONAL INSUREDS (See Note 4)

(Check all that apply):

- Metro-North Commuter Railroad Company
- Metropolitan Transportation Authority
- Connecticut Department of Transportation
- American Premier Underwriters, Inc. & its affiliates
- Consolidated Rail Corporation
- National Railroad Passenger Corp. (Amtrak)
- NJ Transit Rail Operations Inc.
- CSX Transportation Inc. & New York Central Lines LLC
- Delaware & Hudson Railway Company, Inc.
- Norfolk Southern Railway Company & Pennsylvania Lines LLC
- Housatonic Railroad Company
- Providence & Worcester Railroad Company
-

NAMED INSUREDS (RAILROAD PROTECTIVE INS. AND/OR

BUILDER'S RISK INS. - See Note 4) (Check all that apply):

- Metro-North Commuter Railroad Company
- Metropolitan Transportation Authority
- Connecticut Department of Transportation
- American Premier Underwriters, Inc. & its affiliates
- Consolidated Rail Corporation
- National Railroad Passenger Corp. (Amtrak)
- NJ Transit Rail Operations Inc.
- CSX Transportation Inc. & New York Central Lines LLC
- Delaware & Hudson Railway Company, Inc.
- Norfolk Southern Railway Company & Pennsylvania Lines LLC
- Housatonic Railroad Company
- Providence & Worcester Railroad Company
-

NOTE 1:

The subscribing insurance company(s), authorized to do business in the State of New York, certifies that insurance of the kinds and types and for limits of liability herein stated, covering the Contract herein designated, has been procured by and furnished on behalf of the insured Contractor and is in full force and effect for the period listed on the front of this Certificate of Insurance. In addition, the subscribing insurance company(s) certifies that the insurance limits for General Liability Insurance are not amended by deductible clauses of any nature except as has been disclosed to and approved by Metro-North; and that coverage is afforded for the insured Contractor's obligations under that provision of the contract providing for indemnification of the Indemnified Parties, including Metro-North, named therein. Any exclusion applying to construction or demolition operations on or within fifty (50) feet of a railroad has been voided; and any employer liability exclusion which may otherwise operate to exclude claims for bodily injury asserted by an employee of an additional insured shall be voided.

NOTE 2:

The subscribing company(s) agrees that no policy referred to herein shall be changed or canceled until thirty (30) days written notice has been given to Metro-North Commuter Railroad Company, 347 Madison Avenue, 11th Floor, New York, New York 10017, Attention: MTA Standards Enforcement and Claims Analyst.

NOTE 3:

Builder's Risk Insurance includes Metro-North Commuter Railroad Company and Metropolitan Transportation Authority, (and where contractually required, Connecticut Department of Transportation and/or American Premier Underwriters, Inc.) as Named Insureds as their interests may appear.

NOTE 4:

All references to Named Insureds and Additional Insureds include those entities' directors, officers, employees, partners, agents, subsidiaries and affiliates.

NOTE 5:

This certificate is issued to the certificate holder in consideration of the agreement entered into with the Named Insured. It is understood and agreed that the certificate holder relies on the certificate as a basis for continuing such agreement/s with the Named Insured.

AUTHORIZED INSURER/PRODUCER _____

BY _____

(signature)

TITLE _____

STATE OF _____)

) s.s.

COUNTY OF _____)

On this _____ day of _____, 19____, before me personally came _____, to

Me known, who being duly sworn, did depose and say that he/she resides in _____,

that he/she is the _____ of the corporation described in _____ and which executed the foregoing Certificate of Insurance,

that he/she is fully authorized to execute the foregoing Certificate of Insurance

(Notary Public)

METRO-NORTH RAILROAD COMPANY
NAMES ON INSURANCE CERTIFICATE
INDEMNITEES

NEW YORK STATE

Sect:01 Hudson Line (MTA Property)

Metro-North Commuter Railroad Company, MTA, American Premier Underwriters, Inc. and its affiliates (APU), Connecticut Department of Transportation (CDOT), National Railroad Passenger Corporation (Amtrak), Consolidated Rail Corporation (Conrail), CSX Transportation, Inc. (CSX) and New York Central Lines LLC, and Delaware & Hudson Railway Company, Inc. (D&H).

Sect:02 Harlem Lines (MTA Property)

Metro-North Commuter Railroad Company, MTA, American Premier Underwriters, Inc. and its affiliates (APU), Connecticut Department of Transportation (CDOT), Consolidated Rail Corporation (Conrail), CSX Transportation, Inc. (CSX) and New York Central Lines LLC.

Sect:03 Beacon Line (MN Property)

Metro-North Commuter Railroad Company, MTA, Connecticut Department of Transportation (CDOT), Housatonic Railroad Company.

Sect:04 New Haven Line - New York Side (MTA Property)

Metro-North Commuter Railroad Company, MTA, Connecticut Department of Transportation (CDOT), National Railroad Passenger Corporation (Amtrak), Consolidated Rail Corporation (Conrail), CSX Transportation, Inc. and New York Central Lines LLC, and Providence & Worcester Railroad Company.

Sect:05 Piermont Branch - Pascack Valley Line - New York (MN -Track/NJT-Train)

Metro-North Commuter Railroad Company, MTA, NJ Transit Rail Operations, Inc. (NJT), and Norfolk Southern Railway and Pennsylvania Lines LLC.

Sect:05-A West of Hudson-Port Jervis Line- New York (MN-Parking/Norfolk Southern-Track/NJT-Train)

Metro-North Commuter Railroad Company, MTA, NJ Transit Rail Operations, Inc. (NJT), Consolidated Rail Corporation, and Norfolk Southern Railway and Pennsylvania Lines LLC.

CONNECTICUT

Sect:06 New Haven - Main Line (CDOT Property)

Metro-North Commuter Railroad Company, MTA, CDOT, Consolidated Rail Corporation (Conrail), National Railroad Passenger Corporation (Amtrak), Housatonic Railroad Company (Housatonic), Providence & Worcester Railroad (P&W), CSX Transportation, Inc. (CSX) and New York Central Lines, LLC.

Sect:07 New Canaan (CDOT Property)

Metro-North Commuter Railroad Company, MTA, CDOT, Consolidated Rail Corporation (Conrail), National Railroad Passenger Corporation (Amtrak), Housatonic Railroad Company (Housatonic), Providence & Worcester Railroad (P&W), CSX Transportation, Inc. (CSX) and New York Central Lines, LLC.

Sect:08 Danbury Branch (CDOT Property)

Metro-North Commuter Railroad Company, MTA, CDOT, Consolidated Rail Corporation (Conrail), National Railroad Passenger Corporation (Amtrak), Housatonic Railroad Company (Housatonic), Providence & Worcester Railroad (P&W), CSX Transportation, Inc. (CSX) and New York Central Lines, LLC.

Sect:09 Waterbury Branch (South of Derby JCT, MP 0 to MP 9)

Metro-North Commuter Railroad Company, MTA, CDOT, Consolidated Rail Corporation (Conrail), National Railroad Passenger Corporation (Amtrak), Housatonic Railroad Company (Housatonic), Providence & Worcester Railroad (P&W), CSX Transportation, Inc. (CSX) and New York Central Lines, LLC.

Sect: 10 Waterbury Branch (North of Derby JCT, MP 9 to MP27)

Metro-North Commuter Railroad Company, MTA, CDOT.



Metro-North Railroad

CERTIFICATE OF INSURANCE

M-C-359

CONTRACT NAME:

CONTRACT NUMBER:

PRODUCER:
ADDRESS:
PHONE NUMBER:

CERTIFICATE ISSUANCE DATE:

INSURED:	CO LTR	COMPANIES AFFORDING COVERAGE
		A
	B	
	C	
	D	
	E	
	F	
	G	

CERTIFICATE HOLDER:

COVERAGES (See Notes 1 and 2)

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
	GENERAL LIABILITY (Check all that apply): <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Undergrnd Expl. & Collapse Haz. <input type="checkbox"/> Products/Completed Oper. <input type="checkbox"/> Contractual <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Broad Form Property Dam. <input type="checkbox"/> Personal Injury				BODILY INJURY OCC.	\$
					BODILY INJURY AGG.	\$
					PROPERTY DAMAGE OCC.	\$
					BI & PD COMBINED OCC.	\$
					BI & PD COMBINED AGG.	\$
					PERSONAL INJURY AGG.	\$
	AUTOMOBILE LIABILITY (Check all that apply): <input type="checkbox"/> Any Auto <input type="checkbox"/> Owned Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-owned Autos				BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Accident)	\$
					PROPERTY DAMAGE	\$
					BODILY INJURY & PROPERTY DAMAGE COMBINED	\$
	EXCESS LIABILITY (Check all that apply): <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form	NO RETENTION/ DEDUCTIBLE			EACH OCCURENCE	\$
					AGGREGATE	\$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				<input type="checkbox"/> STATUTORY LIMITS	
					EMPLOYER'S LIABILITY	\$2,000,000.00
	BUILDER'S RISK (See Note 3)				FULL CONTRACT VALUE	
	RAILROAD PROTECTIVE LIABILITY (See back of this form for named insureds)				EACH OCCURENCE	\$2,000,000.00
					AGGREGATE	
	PROFESSIONAL LIABILITY					
	OTHER					
	OTHER					



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 2, 2004

Mayor Mark D. Boughton
Members of the Common Council

Re: **Request to Purchase Property on Robin Hood Road**

The Common Council Committee appointed to review the request to purchase City land on Robin Hood Road met on January 14, 2004 and again on May 10, 2004 in the Third Floor Caucus Room in City Hall. In attendance at the January 14th meeting were committee members McMahon, Nolan and Esposito. Also in attendance were Superintendent of Public Utilities Mario Ricoszi, Deputy Corporation Counsel Eric Gottschalk, the petitioner Jeff Trocolla and Council Members Basso, Cavo, Saracino and Visconti, ex-officio. In attendance at the May 10th meeting were committee members McMahon and Nolan. Also in attendance were Director of Public Works William Buckley, Deputy Corporation Counsel Eric Gottschalk, Jeff Trocolla and Council Members Cavo and Teicholz, ex-officio.

At the January 14th meeting Mrs. McMahon noted the positive recommendation from the Planning Commission. Mr. Ricoszi stated that the property is on Robin Hood Road, which is part of the Sherwood Forest subdivision. It had its own water system operated by DanCon Water Company. In 1990, the DPUC looked at having the City's water department take over the DanCon systems. The City purchased the DanCon Company for \$200,000 taken from the Water Department budget. The real asset was the land, as we would be adding water mains to the system, extending them to the existing community systems and eliminating the need for wells. The City has gone through the State permitting process and we were reclassified a class three, allowing us to abandon the wells and sell the land. These two pieces combined are the largest of the parcels. They are 2.7 acres and are accessed by a 20-foot right of way. The cost of abandoning all the wells was \$80,000. When the Common Council made its decision in September, he forwarded all the parcels to the purchasing agent along with the recommendation that the property owner had expressed an interest in purchasing these two lots.

Attorney Gottschalk stated that on September 3, 2003, Mr. Saadi's motion was contingent upon the DEP's report. Attorney Pinter asked Mr. Saadi if it was his intention to sell to Mr. Trocolla or to the highest bidder. It was referred back to the Common Council for clarification. The Planning Commission took up the matter following the

October meeting and gave a positive recommendation. There are two things for the committee to consider. Was it the intention of Mr. Saadi's motion to sell directly to Mr. Trocolla or refer it to purchasing to follow the regular process? Mr. Ricoszi stated that the DEP had no need to review the request.

Mr. Trocolla gave the background on his request. Mr. Nolan stated that there is no question that the Common Council could declare this property surplus, but are we required to do so? Attorney Gottschalk said no, but it must be through sale to the highest bidder unless the Common Council has another process. Mr. Trocolla said he is willing to pay a fair price for the land.

Mr. Nolan moved to continue the committee meeting pending further investigation of pertinent issues and discussion. Seconded by Mr. Esposito and carried unanimously.

The committee reconvened on May 10, 2004 at 6:10 P.M. Mr. Nolan stated that he had the opportunity to look at the property and meet with members of the Planning Department. A portion of the property is still relevant to DanCon. A greater portion goes back to the original development of this section of town. Through a sequence of Planning Commission meetings in October and November 1962, there was a discussion regarding how much the developers needed to set aside for open space. The minutes reflect that Mr. Leeds has elected to donate approximately 2.4 acres of land in the Sherwood Forest subdivision for recreational purposes. It was moved to accept this property for recreational purposes. The minutes went on to reflect the history of the property.

After reviewing the documents, Mr. Nolan said it was clear to him that it was the intention of the Planning Commission that this not be developed for other building purposes. Attorney Gottschalk stated that there is a restricted covenant that it shall be used for recreational purposes only and raises the question who that covenant runs to. At a minimum it must mean the people in the original development and the most the City could do would be to convey the land subject to the covenants currently of record.

Mr. Buckley said that the deed speaks to parcel "Y", that condition was given to the town and its successors and assigns, but speaks also to the right of way out to the road to be used to get to parcel "X". If Mr. Trocolla wants to buy parcel "X", it should be done by the competitive bidding process. Mr. Nolan asked if it would be inappropriate to make a recommendation to direct the water company and the Corporation Counsel to enter into negotiations with Mr. Trocolla. Attorney Gottschalk said you could do it in any process you wish. There is nothing that legally prevents you from choosing to sell to a particular property owner. The City would need to retain the access way.

Mr. Nolan made a motion to recommend to the Common Council that the Corporation Counsel be authorized to negotiate a fair price on Parcel "X", and if possible, the access way attached to Parcel "Y" with Mr. Trocolla and return such negotiation to the Common Council. Seconded by Mrs. McMahon. Motion carried unanimously.

Respectfully submitted,

Louise McMahon

LOUISE McMAHON, Chairman

Vincent P. Nolan

VINCENT NOLAN

John Esposito

JOHN ESPOSITO



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 2, 2004

Mayor Mark D. Boughton
Members of the Common Council

Re: **O & G Construction – Segar Street Bridge**

The Common Council Committee met on January 20, 2004 and on May 12, 2004 in the Third Floor Caucus Room in City Hall. Present at the January 20th meeting were committee members Steinerd, Urice and Saadi. Also in attendance were Deputy Corporation Counsel Eric Gottschalk, Director of Public Works William Buckley, Attorney Mark Neilsen representing O & G, Len Petrucelli of O & G and Council Members Nolan and Basso, ex-officio. In attendance at the May 12th meeting were committee members Steinerd and Saadi. Also in attendance were Director of Public Works William Buckley, Director of Finance Dena Diorio, Deputy Corporation Counsel Eric Gottschalk, Attorney Mark Neilsen representing O & G, Ken Faroni of O & G and Council Members Cavo and Teicholz, ex-officio.

At the January 20th meeting Mr. Steinerd stated that the charge of the committee is to review the request of O & G Construction regarding the Segar Street Bridge. Attorney Neilsen stated that this bridge allows traffic to go over the Still River. The difficulty arises from the State inspection that imposed a weight limitation of 64,000 pounds. This is insufficient for traffic coming out of the O & G facility heading southbound. Due to the nature of its business this creates a serious situation for the construction business. Mr. Buckley stated that O & G is interested in financially contributing to the City and he would recommend replacing the super structure. The City could apply to the State for the funding mechanism. Mr. Steinerd asked what O & G is requesting of the City. Attorney Neilsen said O & G does have some willingness to participate financially in getting this resolved, although he did not have any authority to talk about numbers. They are just beginning to explore their options. Mr. Steinerd said that it sounded like there was not enough information to move forward at this meeting.

Mr. Saadi stated that he is concerned about non O & G customers. How would they be affected by the bridge closure? He is also concerned about the cost. Would an analysis still have to be done? Mr. Buckley said that one of the problems is that the estimate from the City's consultants is \$360,000. Ken Meers said his engineer came up

with an estimate of \$50,000. They are in discussions with their engineers as to which number is correct.

Mr. Urice moved to continue this committee until sufficient information is received. Seconded by Mr. Saadi. Motion carried unanimously.

The committee reconvened at 7:30 P.M. on May 12, 2004. Mr. Steinerd asked Mr. Buckley for a summation of the agreement. Mr. Buckley stated that late last year he received a telephone call from the State DOT relating that there were problems with the Segar Street Bridge. The State asked the City to lower the weight. He then heard from O & G Industries, which resulted in an offer to donate all engineering and design services, bidding, grant application, construction services, inspections, review of shop drawings and the final as-built drawings, as well as the one-year bridge inspection.

O & G estimated the construction cost to be approximately \$100,000. The City estimates that the grant will be 31.7%, although there may be some ineligible costs. Subsequent meetings resulted in the agreement that the City would pay 70% of the low bidder's cost of construction, but not more than \$70,000, using the \$100,000 figure as a limiting factor. Under no circumstances would the City pay more than \$70,000. If the grant is not secured, that will not compromise our position. The City is going to apply for the grant, which is a priority. This offer is being made to expedite the process and he would like to waive the formal bidding process, although he would still bid the project. He would put together a package and send it to O & G as well as two other companies. He would make sure that \$100,000 would be the low bid. O & G would still have to do the engineering and design. There is no guarantee that O & G would be the low bidder.

Mr. Steinerd stated that at the last meeting the costs were projected higher. How did we get to \$100,000? Mr. Buckley said they did not have engineering costs from O & G. The City's people gave us a number of \$350,000. According to O & G's engineer, the costs could range from \$30,000 to \$100,000. The liability is all O & G.

Mr. Saadi asked if the cost of the design plan is approximately \$20,000. Mr. Buckley said that figure is correct and it is on a sliding scale. Mr. Saadi said we are analyzing this as a cost benefit for the City as well as for O & G. It is in the City's best interest to work cooperatively with its businesses. He would be looking at a fifty-fifty split. Attorney Neilsen stated that he does not have the authority to agree to a fifty-fifty split. The bridge is an asset of the City. The company benefits by it because of its location.

Mr. Steinerd said you have to look at O & G getting the business; it is money back to O & G. A difference of \$10,000 is not that much of a good faith effort on the part of O & G. Mr. Buckley stated that in Attorney Neilsen's letter his offer includes all necessary permits and he believes there are three: flood management permit, an army corp. permit, and an inland/wetland permit. That is all part of the work they are donating and is part of the twenty percent. Mr. Saadi stated that he appreciates the risk being borne by O & G. He is not disagreeing with the formula, just the numbers

plugged into the formula. Instead of 70% of the construction he wants 60% with a cap of \$60,000.

Attorney Gottschalk stated that it was his understanding that the way the State funds these; the City must follow its customary bidding process. The Common Council may waive bidding. He does not know how the State would react to that. If the State declines to offer O & G a grant for 31.7% how will that be reflected in our agreement with O & G. If our commitment is to execute a contract, then we will need a contract to make up that difference. His second concern is the donation of cash. Attorney Gottschalk said that the City's obligation is \$60,000 regardless if we get the grant. If O & G is not the low bidder, we need a contract with O & G that guarantees what we are saying. That contract is an independent one if they are the low bidder.

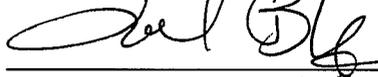
Attorney Neilsen said he had hoped that we could conclude this, but it is his suggestion that the meeting be adjourned so he can find out whether the company has any flexibility. The matter was to proceed along the lines in his April 13th letter, but that has been diverted from. He can agree to no further changes. Mr. Saadi stated that it is structurally difficult to go forward with the grant and other aspects not in place. Mr. Saadi said a motion will be contingent upon an agreement outlining the \$60,000/60%, authorization to apply for the grant, etc.

Mr. Saadi made a motion to authorize the Corporation Counsel to prepare a contract memorializing \$60,000 or 60% of the construction costs including the donation of engineering services as described; authorize the City to apply for the grant; waive the formal bidding process and entertain three bids; and is contingent upon O & G's agreement. Seconded by Mr. Steinerd. Motion carried unanimously.

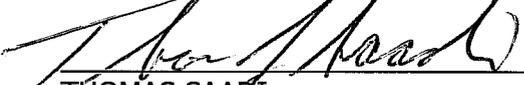
Respectfully submitted,



MICHAEL STEINERD, Chairman



JOEL URICE



THOMAS SAADI



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 2, 2004

Mayor Mark D. Boughton
Members of the Common Council

Re: **Request to Purchase City Land on Terrace Street**

The Common Council Committee appointed to review the request to purchase land on Terrace Street met on May 18, 2004 at 6:30 P.M. in the Common Council Chambers in City Hall. In attendance were committee members Cavo, Stanley and Visconti. Also in attendance were Director of Public Works William Buckley, Corporation Counsel Robert Yamin, Tax Assessor Colleen Velez, Attorney Greg Brauneisen, Mickey and Mary Cappiello and Council Members Saracino, Barry, Noland and Urice, ex-officio.

Mr. Cavo stated that this issue has been ongoing for a while. He asked the petitioner for an overview. Attorney Brauneisen stated that the property is located at 2 Terrace Street and is legally part of the Danbury High School property. The Cappiellos have lived there for more than 70 years and have treated the property as their lawn. They are asking for an adjustment of the property line. This parcel is of no value to any other property owner. The benefit to the City is that it will be added to the tax rolls.

Mr. Cavo stated that the forty-foot width is on Terrace Street and the 100 feet are to the back. There is no extension beyond the fence. Miss Cappiello went to someone to draw up the plans to build a garage and she was told she did not own the property.

Mr. Buckley issued a report to the Common Council when it was first referred late last year. Mr. Buckley stated that it is his advice that the Common Council not sell this land. He does not recommend selling City property, especially school property. By virtue of the fact that you have used City property does not give you right to that property. Drainage would end up at the low spot of this property.

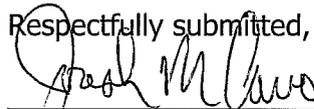
Mr. Cavo stated that the Planning Commission issued a negative recommendation, as did the Board of Education. Mr. Cavo asked if Mr. Buckley would be more comfortable if an easement for drainage were given? Mr. Buckley asked where the restriction would go and he does not know that an easement would solve the problem.

Ms. Velez stated that the appraisal is \$14,500. A two care detached garage could mean an additional \$500 to \$600 in additional taxes.

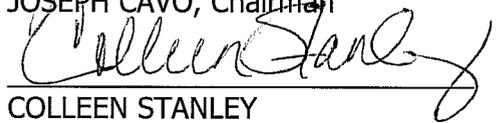
Mr. Visconti made a motion to recommend rejection of the sale of City property due to the negative reports from the Planning Commission, the Board of Education and the Director of Public Works. The motion failed for lack of a second.

Mrs. Stanley moved to accept the offer from the resident to purchase the City property at 2 Terrace Street at a price of \$14,500. Seconded by Mr. Cavo. Motion carried with Mr. Cavo and Mrs. Stanley voting in the affirmative and Mr. Visconti voting in the negative.

Respectfully submitted,



JOSEPH CAVO, Chairman



COLLEEN STANLEY



FRED VISCONTI



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CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

OFFICE OF ASSESSOR
(203) 797-4556

RICHARD SEMAN, JR.
AST. ASSESSOR

Colleen Velez
Assessor

May 25, 2004

Re: Explanation of
Revised "discount factor"
Terrace Street proposed sale

Colleen,

The intension of this letter is to answer question regarding the change of a "discount factor" used in the Terrace Street appraisal of February 19, 2004.

On February 19, 2004 I performed an appraisal on a proposed parcel owned by the City of Danbury for its potential sale to the abutting property owner, Mary and Erminia Cappiello.

The first copy of the appraisal's letter of transmittal had an estimated market value for \$1,680. This value estimate was almost immediately revised after the discovery of a significant math error.

The revised letter of transmittal had an estimated market value of \$14,400. In addition to correcting the math error, the "excess land discount factor" was changed from 35 to 30%.

The discount factor was change as a result of reanalyzing the corrected market value. Keep in mind that appraising is not an exact science. The appraiser's opinion of value is developed by years of appraisal experience, education and current market activity. Furthermore, the use of discount adjustments may vary slightly with each property type. The use of 30% discount rate is reasonable given the scope of the appraisal assignment and the subject property type.

If you have any questions regarding this matter, please call.

Sincerely,


Richard Seman, Jr., SRA



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL
(203) 796-8083

VINCENT P. NOLAN, JR.
PRESIDENT

REPORT

June 2, 2004

Mayor Mark D. Boughton
Members of the Common Council

Re: Amendment to Recycling Solid Waste Operation Agreement

The Common Council Committee appointed to review the Amendment to the Recycling Solid Waste Operation Agreement met on May 20, 2004 at 7:00 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Stanley, Trombetta and Barry. Also in attendance were Director of Public Works William Buckley, Superintendent of Public Utilities Mario Ricozzi, Assistant Corporation Counsel Les Pinter and Council Members Teicholz and Urice, ex-officio.

Mr. Buckley stated that this is the third time this is before the Common Council. When the landfill closed in 1996, a group of residents did not hire a hauler to collect their garbage. These are known as "Moms and Pops". We would charge them the equivalent of \$80 per ton. It cost \$2.00 for a fifty-pound bag and you had to purchase coupons. When the landfill closed, we could no longer bring solid waste into the facility so we negotiated the contract with AWD. The rates are initially the same. There is a rate schedule. This agreement does not affect dollar value, just the term of the agreement. The City pays AWD \$57,000 because the City gives out free garbage disposal to handicapped individuals. Coupons are available at City Hall. AWD does not let these individuals dump for free. The City of Danbury pays. There are also free permits for any resident who does not want to hire a hauler. The City of Danbury subsidizes them.

Mr. Barry asked about his e-mails concerning the CPI. Mr. Buckley stated that he mirrored the HRRRA contract. He negotiated this amendment using the same CPI. He said that the cost would go up equal to the CPI. If you go to 50% that is not what we negotiated. Mr. Trombetta said the CPI is a very minor difference. He cannot see changing anything because he thinks it is a fair agreement.

Mr. Urice explained discussions he had with Mr. Buckley and with James Galante of AWD. He explained that he had a problem with the terminology used with the CPI and Mr. Galante said he knew it needed to be changed to Northeast Region. Ms. Stanley asked if Danbury is included in either the Northeast Region or the Boston/Brockton region? Mr. Buckley said the City could use Houston if it chooses.

Mr. Trombetta made a motion to recommend that the Common Council authorize the Mayor to execute the Amendment to the Recycling Solid Waste Operation Agreement. Seconded by Mr. Barry. Motion carried unanimously.

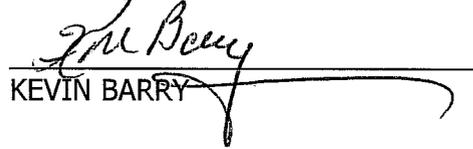
Respectfully submitted,



COLLEEN STANLEY, Chairman



CHARLES TROMBETTA



KEVIN BARRY



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

MARIO RICOZZI, P.E., F. ASCE
SUPERINTENDENT
m.ricozzi@ci.danbury.ct.us

(203) 797-4637
FAX: (203) 796-1590

May 25, 2004

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

**RE: Amendment to Recycling Solid Waste Operation Agreement
Automated Waste Disposal**

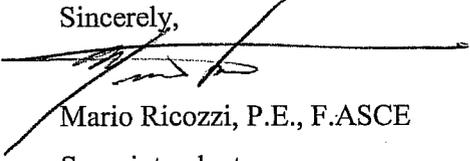
Dear Mayor Boughton and Members of the Common Council:

Enclosed is a Third Amendment to the Recycling and Solid Waste (RSW) agreement originally contracted in August 1998 between the City of Danbury and Automated Waste Disposal (AWD). This was previously sent to you under cover letter dated March 31, 2004 and referred to a Subcommittee under Item Number 51 at the April 6, 2004 Common Council Meeting.

At the Subcommittee Meeting of May 20, 2004 I advised those attending that the language in paragraph 5 of the Third Amendment concerning Consumer Price Index (CPI), was taken directly from the 1991 Housatonic Resources Recovery Authority (HRRRA) agreement with Wheelabrator Environmental Systems, and we intend to mirror the HRRRA agreement. On the following day, the HRRRA passed an amendment to their agreement, which revised the CPI from the Boston Area to the New York Area. The enclosed Third Amendment between AWD and Danbury has been revised to reflect the HRRRA change to the New York Area for CPI adjustments.

I respectfully request the Common Council authorize Mayor Mark D. Boughton to enter into the enclosed Third Amendment with AWD, and to reaffirm the action of the Common Council in June 1999 concerning issuance of solid waste coupons to residents who qualify. Please do not hesitate to contact me with any questions.

Sincerely,



Mario Ricozzi, P.E., F.ASCE

Superintendent

Enclosure:

C: William J. Buckley, Jr., P.E.
Dena Diorio
Eric L. Gottschalk, Esq.
Les Pinter, Esq.

THIRD AMENDMENT TO RSW OPERATION AGREEMENT

AGREEMENT, made this ____ day of _____ 2004, by and between the CITY OF DANBURY in the State of Connecticut, a municipality and political subdivision of the State of Connecticut ("the City"), acting by and through Mark D. Boughton, its Mayor, and AUTOMATED WASTE DISPOSAL, INC. a Connecticut corporation having a principal place of business at 307 White Street, Danbury Connecticut ("the Contractor").

WHEREAS, the parties signed an "RSW Operation Agreement" ("the Agreement") on August 18, 1998, and Amendments to RSW Operation Agreement on November 13, 2000; and November 26, 2002; and

WHEREAS, the parties are satisfied with the performance by each of the terms of the Agreement as amended; and

WHEREAS, the parties wish to further amend the Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree:

1. The Effective Date of this Third Amendment to RSW Operation Agreement is July 1, 2004.
2. The term of the Agreement, as amended, is extended to June 30, 2009.
3. This agreement will be extended automatically until June 30, 2014 unless either party notifies the other in writing on or before May 31, 2009.
4. For the period July 1, 2004 through June 30, 2005, the City will pay the Contractor \$57,000 in two equal payments of \$28,500 at the beginning of each six-month period.
5. For the period beginning July 1, 2005 and effective through the balance of the amended term; the amount to be paid in paragraph 3, will be adjusted annually by the Consumer Price Index (CPI) for All Urban Consumers for the New York Standard Metropolitan Statistical Area, All Items, as published by the United States Department of Labor, or a mutually agreeable index if such

index is no longer published or the method of computation hereof is substantially modified.

6. Except as modified in the Third Amendment, all other provisions of the Agreement, as amended, shall remain in full force and effect.

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

CITY OF DANBURY

By: Mark D. Boughton, Mayor
Duly Authorized

AUTOMATED WASTE DISPOSAL, INC.

By: James E. Galante, its President
Duly Authorized

TO: Mayor Gene F. Eriquez and Members of the Common Council
RE: Minutes of the Common Council Meeting held June 1, 1999

Mayor Eriquez called the meeting to order at 7:30 P.M. The Pledge of Allegiance and Prayer were recited. The members were recorded as:

PRESENT – Scalzo, McAllister, Arconti, Smith, Buzaid, Dean Esposito, Machado, Shuler, Charles, Setaro, John Esposito, Levy, Abrantes, Coco, Basso, Fox, Gallagher, Moore, Saracino

ABSENT – Boynton, Falzone

19 Present 2 Absent

PUBLIC SPEAKING – No members of the public requested speaking time before the Common Council.

MINUTES – Minutes of the Common Council Meeting held May 4, 1999. Mr. Setaro made a motion to approve the minutes as presented and waive the reading as all members have copies which are on file in the Office of the City Clerk for public inspection. Seconded by Mr. Levy. Motion carried unanimously.

10 – **COMMUNICATION** – Mom and Pop Exemptions

Request from Director of Finance Dominic Setaro recommending that the Common Council authorize the issuance of free coupons for disabled veterans, POWs and citizens with handicapped license plates and waive the annual \$15 permit fee. In addition, he recommends that the Common Council consider limiting the number of free permits to one per household. The communication was received and the recommendations authorized on the Consent Calendar.

11 – **COMMUNICATION** – Joseph Shac, 60 West Wooster Street

Letter from Attorney Elie Coury advising that he represents Joseph Shac of 60 West Wooster Street who is 89 years old and is living on social security. He is asking for relief for a delinquent utility account in the amount of \$4,454.61. Mr. Levy asked that this be referred to an ad hoc committee, the Director of Finance, the Corporation Counsel and the Superintendent of Public Utilities. Mayor Eriquez so ordered and appointed Council Members Dean Esposito, Buzaid and Saracino to the committee.

12 – **COMMUNICATION** – Main Elmwood, LLC/Request to Expand Easement

Letter from Attorney Paul Jaber requesting permission to extend the utility easement and restriction granted in March, 1999 for premises located at 70 Main Street. The reason the utilities are being installed is to provide access to the Danbury Hospital Health Care facility and to the Senior Center. The easement



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 2, 2004

Mayor Mark D. Boughton
Members of the Common Council

Re: **Land Swap at Tarrywile**

The Common Council Committee appointed to review a land swap at Tarrywile met on May 24, 2004 at 6:30 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Nolan, Saracino and Esposito. Also in attendance were Deputy Corporation Counsel Eric Gottschalk, Director of Finance Dena Diorio, Zoning Enforcement Officer Wayne Skelly, Attorney Ward Mazzucco for the petitioners, Chairman of the Tarrywile Park Authority Gerry Daley and Council Members Basso, Cavo, Seabury, Teicholz and McMahon.

Mr. Nolan noted the positive recommendation from the Planning Commission. He then asked Attorney Mazzucco for an explanation of the request.

Attorney Mazzucco stated that he represents Mr. and Mrs. Bellavance. The petitioners made a mistake when they remodeled their house and it ended up closer than the property line allows. They are proposing to exchange an acre of property for a small triangle consisting of 393 square feet. He submitted a revised map showing the strip owned by the City. The house would then be conforming and the Park would be enlarged.

Attorney Gottschalk stated that from a legal point of view, you have the power to swap one piece of property for another. It would require a two-thirds vote of the Common Council. He recommended that the Zoning Enforcement Officer be allowed to give the background on this. Mr. Skelly stated that we have a regulation that when you apply for a zoning permit, you are not to start framing until an as-built is brought in. They disregarded this regulation. They went to the Zoning Board of Appeals and were denied because any hardship was self-inflicted. Unless this is something the City is going to benefit from, he would not recommend it. The resolution is to take that portion of the house off. It is a third bay of a garage that is in violation.

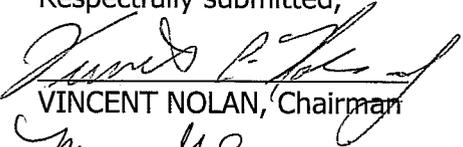
Attorney Mazzucco said that a mistake has been made, but he hopes a beneficial trade can be made. This caused Mr. Bellavance to suspend work on the home he is

building for his own use. He hopes that the notion of punishing him won't enter into the equation.

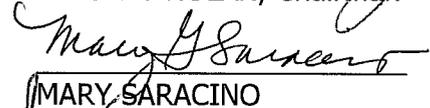
Mr. Daley said that Tarrywile Park Authority was not interested in the first parcel offered. It was just a pile of rocks. It is in favor of Parcel "B" because of the pond. This parcel would allow them some control over the water quality and protection of the pond.

Ms. Saracino made a motion to approve the land swap as presented on the second map. Seconded by Mr. Nolan. Mr. Esposito said he is sympathetic to the petitioner, but the Zoning Enforcement Officer was doing his job. Motion carried with Mr. Nolan and Ms. Saracino voting in the affirmative and Mr. Esposito voting in the negative.

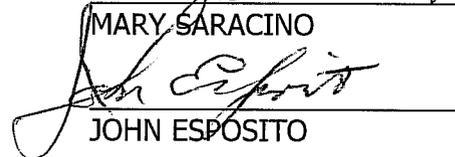
Respectfully submitted,



VINCENT NOLAN, Chairman



MARY SARACINO



JOHN ESPOSITO



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 2, 2004

Mayor Mark D. Boughton
Members of the Common Council

Re: **Resolution Concerning Non-Union Employees**

The Common Council Committee appointed to review the resolution concerning non-union employees met on May 24, 2004 at 7:00 P.M. in Conference Room 3C in City Hall. In attendance were committee members Nolan, Basso and Esposito. Also in attendance were Attorney Lisa Mehta, Director of Finance Dena Diorio, City employees Julio Lopez, Abdul Mohammed, Wayne Skelly, Cathy Skurat, Ann Klebaha, Judy Baris, Robin Shepard and Richard Palanzo, as well as Council Members Cavo, McMahon, Saadi, Saracino and Urice, ex-officio.

Mr. Nolan stated that the committee is charged with reviewing the revised resolution concerning non-union employees that would modify language in a 1973 resolution. He asked Ms. Diorio for an explanation of the change. Ms. Diorio stated that the administration started to look at health insurance benefits given to the non-union employees. They heard from those employees that they liked the health package that they have. The cost that the non-union employees pay will rise from 5% to 12%. They are also given the option to move into a less costly plan. The administration is also looking at enhancement raises instead of across the board raises. The DMEA is a bargaining unit. The resolution was pretty straightforward and what the administration was offering was inconsistent. The resolution changes the word "shall" to "may". The non-union employees became concerned that there is a push to chip away at their benefits.

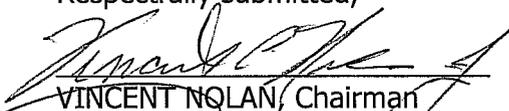
Mr. Nolan asked Attorney Mehta for her input. She stated that the resolution breeds concerns, the first being that the resolution itself has a different binding effect. A resolution is meant to be temporary. Second, one legislative body cannot bind a subsequent one. This is a situation where binding one group of employees to another group of employees is not legal. It creates a pressure that should not exist in a bargaining unit. Are we putting obligations on one group of employees that do not affect their membership? Attorney Mehta cited case law. Later in the meeting, Council Member Tom Saadi asked Attorney Mehta if all those case were concerned with parity provisions between bargaining units, not bargaining and non-bargaining units. Attorney Mehta said that was correct.

Mrs. Baris stated that for over thirty years, Mayors have given additional benefits to non-union employees. If it is not valid, then it is a misconception that we have rights and benefits. There are several employees nearing the rule of 85. These people have served the City for a long period of time and expect to receive certain benefits upon retirement. They could lose those benefits. Adopting this resolution takes away the security. Non-union employees need to have a binding policy. She said that this is just not a health insurance issue.

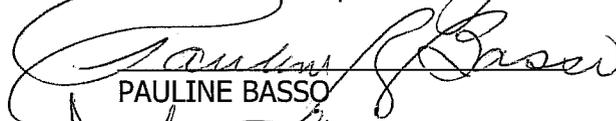
A discussion followed with the non-union employees expressing their views to the committee. Mr. Nolan stated that there needs to be some sort of policy to protect what makes the government run. Mr. Nolan said he would recommend that the old resolution be nollied and the Common Council and the administration should implement policies and procedures. The adoption of an old or new resolution does not do anything for the City. Mr. Nolan stated that one of the concerns is the effect on the retirees and the near retirees. Ms. Diorio said it would have no impact on them. You keep the benefits you retire with.

Mrs. Basso made a motion to recommend termination of the 1973 resolution affecting the non-union employees and to recommend the development of specifications to give the non-union employees a clear understanding of their benefits. Seconded by Mr. Esposito. Motion carried unanimously.

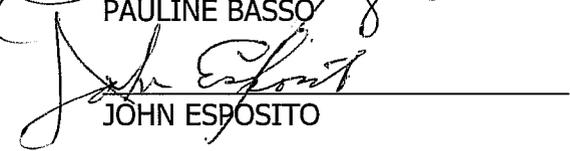
Respectfully submitted,



VINCENT NOLAN, Chairman



PAULINE BASSO



JOHN ESPOSITO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 2, 2004

Mayor Mark D. Boughton
Members of the Common Council

Re: **Burglar and Fire Alarm Systems**

The Common Council met as a committee of the whole immediately following a public hearing in the Common Council Chambers in City Hall on May 17, 2004.

Captain Arthur Sullo stated that the police respond to over 6,000 alarms per year; 98% are false. Police Officers become very complacent about answering these calls and it is a costly proposition. A second police cruiser is usually deployed and they are tied up between twenty and forty-five minutes. There would be two free false alarms per calendar year. This puts the onus on people who own the alarms. The cost would be approximately \$100 per hour. Deputy Fire Chief Phil Curran said the cost to answer fire alarms is approximately \$500 per hour.

Ms. Saracino asked about privacy issues. Attorney Gottschalk stated that the Freedom of Information Commission has ruled that all public records are subject to FOI; laws have been amended to reflect heightened security concerns. An argument can be made not to offer these lists. Mr. Saadi noted that State Statute has not been changed. False alarms are not the issue; the problem is with the registration. Is there a necessity to have a registered list? Captain Sullo said registration is necessary because we need to know who has installed alarms. We need to know that they have sound equipment. Mr. Urice said he has no problem with fining people for false alarms, but he does have a problem with registering people.

Mr. Nolan asked from a financial point of view what is the projected revenue stream? Ms. Diorio stated that it is \$235,000. Mr. Nolan stated that if we exempt this, it would create a hole in our budget. Mr. Barry said that with all due respect to the budget, registration does not have to come with a fee. This is a tax on people who are putting in alarms.

Ms. Saracino made a motion to recommend adoption of the ordinance. Seconded by Mr. Visconti. Mr. Urice offered an amendment to strike Section 3A-27, subsection A-D and Section 3A-28, Subsection A. Seconded by Mr. Saadi.

Mr. Riley said any amendment weakens the ordinance. Mr. Nolan stated that he is against the amendment. He shares the concerns regarding FOI. Between now and the Common Council Meeting we can get the information and the ordinance should be in place by July 1st. Attorney Gottschalk said that the ordinance is slated to be in effect January 1, 2005. Mr. Seabury made a motion to move the question. Seconded by Mr. Saadi. Motion carried unanimously

Motion to amend failed with Council Members Calandrino, Saadi and Urice voting in the affirmative.

The main motion carried with Council Members Calandrino and Saadi voting in the negative.

Respectfully submitted,


VINCENT NOLAN, Chairman



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

June 2, 2004

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

THAT Sections 3A-25 through 3A-51 of the Code of Ordinances of Danbury, Connecticut are hereby repealed and the following sections are substituted in lieu thereof:

Sec. 3A-25. Purpose and intent.

The proliferation of burglar and fire alarm systems to which the Danbury Police and Fire Departments are required to respond has imposed an increasing burden on said departments. The improper installation, use and maintenance of said systems are creating a hazard to the members of said departments and to the general public. The purpose of this Chapter is to regulate the use of said alarm systems and to reduce the incidence of false alarms.

Sec. 3A-26. Definitions.

The following definitions shall apply in the interpretation and enforcement of this Chapter:

- (a) *Alarm administrator*: The Director of Finance of the City of Danbury shall be the Alarm administrator and shall have all of the powers and duties granted pursuant to the provisions of this Chapter.
- (b) *Alarm system or system*: Any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of a fire or an illegal entry or other activity requiring urgent attention to which emergency service personnel are expected to respond.
- (c) *Burglar alarm*: Any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of an illegal entry or other activity requiring urgent attention to which police are expected to respond.
- (d) *Central station alarm monitoring service*: An office to which remote alarm devices transmit signals where operators monitor those signals and relay information to the departments.
- (e) *Contractor*: Any person in the business of installing or servicing the alarm systems.
- (f) *Department*: With respect to fire alarm systems the department shall be the fire department and with respect to burglar alarm systems the department shall be the police department.
- (g) *Emergency service personnel*: With respect to fire alarms, emergency service personnel shall mean members of the Danbury Fire Department. With respect to burglar alarms, emergency service personnel shall mean members of the Danbury Police Department.
- (h) *False alarm*:
 - (1) Error or mistake. Any action by any person owning, leasing, operating or controlling an alarm system installed in any dwelling, building or place, or any action by an agent or employee of said person that results in the unintentional activation of an alarm system when no emergency exists.
 - (2) Malfunction. Any unintentional activation of any alarm system caused by a flaw in the design or installation of, or the improper maintenance of, the alarm system. This shall not include any activation caused by violent conditions of nature or other extraordinary circumstances, not reasonably subject to the control of the owner of the system.
 - (3) Intentional misuse. Any intentional activation of an alarm system when no emergency exists.
- (i) *Fire alarm*: Any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of a fire other activity requiring urgent attention to which fire personnel are expected to respond.
- (j) *Person*: Any natural person, firm, corporation or other entity except the City of Danbury or the Danbury Board of Education.



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

Sec. 3A-27. Registration and permitting.

- (a) No alarm system shall be placed in service after installation in any dwelling, business or place within the City of Danbury until said alarm has been registered with the alarm administrator and a permit for said system issued. Any alarm system in service on the effective date hereof shall be registered with the alarm administrator within sixty (60) days of said effective date. Annual alarm system permits may be obtained by completion of a registration form provided by the alarm administrator and payment of a permit and monitoring fee of twenty dollars (\$20.00) for residential alarm systems and seventy dollars (\$70.00) for non-residential alarm systems. Permits shall expire on December 31st of every year unless renewed. Any organization that has been recognized as exempt from the payment of federal income taxes by the Internal Revenue Service shall not be subject to the permit and monitoring fee provisions hereof.
- (b) Each central station alarm monitoring service that plans to transmit signals to the police or fire departments shall register with the alarm administrator before doing so. Annual central station alarm monitoring service permits may be obtained by completion of a registration form provided by the alarm administrator and payment of a permit fee of seventy dollars (\$70.00).
- (c) Each contractor shall register with the alarm administrator. Annual contractor permits may be obtained by completion of a registration form provided by the alarm administrator and payment of a permit fee of seventy dollars (\$70.00).
- (d) Alarm system registration shall be accomplished by filing an application form with the alarm administrator, including, but not limited to, such information concerning the identity of the applicant, the alarm owner and user, any alarm system contractors and the nature of the proposed alarm system, as the alarm administrator may require. Central station alarm monitoring service registration shall also include disclosure of the form of its business entity, its principal place of business, the location of its monitoring office, the level of its staffing devoted to monitoring alarms, and its Danbury customer list. Contractor registration shall also include disclosure of the form of its business entity, its principal place of business, the manufacturers and types of equipment that it intends to install, the manufacturers and types of equipment that it is qualified to service and its Danbury customer list. It shall be the responsibility of each permit holder to notify the alarm administrator in writing within ten (10) days of any change in registration information.

Sec. 3A-28. Installation and response.

- (a) Any person causing any alarm system to be installed shall, prior to placing such alarm in service, post with the police department in the case of a burglar alarm and with the fire department in the case of a fire alarm a list containing the names, addresses and telephone numbers of at least two (2) persons who shall have access to said building and alarm system and the knowledge and ability to make said system secure in case of activation. They shall also post the name, address and telephone number of any person, firm or corporation responsible for servicing the alarm system.
- (b) When any alarm system is activated, emergency service personnel shall respond to the alarm and notify the person or persons listed in paragraph (a) hereof. Within thirty minutes of notification said person shall go to the place where the alarm is sounding to meet the emergency service personnel, secure the building and reset the alarm.
- (c) Should any person responsible for any alarm system, when notified of its activation, refuse to respond pursuant to paragraph (b) hereof, emergency service personnel on the scene shall check the property thoroughly and secure the location as much as possible. Emergency service personnel shall not be required to make any further responses to that building, dwelling or place until such time as said alarm system has been properly reset.



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

- (d) If any dwelling, building or place is required by law to maintain a fire alarm system, as herein defined, and if said alarm system fails to function and cannot be returned to service within a reasonable time, and if, in the opinion of the chief of the fire department, the absence of a properly functioning alarm system may pose a threat to life and property, the chief of the department may require the special duty assignment of one or more firefighters to patrol the premises until the alarm system has been returned to service. The cost of any special duty assignment shall be the responsibility of the alarm system permit holder. Payment for such special duty services shall be made at such rates and in accordance with such terms as are established pursuant to the collective bargaining agreement then in effect between the City of Danbury and Local 801, IAFF, AFL-CIO.

Sec. 3A-29. False alarms--Errors, mistakes or malfunctions; penalty.

- (a) No alarm system shall be activated by error, mistake or malfunction in any dwelling, building or place when no emergency exists which results in the response of emergency service personnel.
- (b) The following fines shall be levied upon any person owning or operating an alarm system for activation of said system by error, mistake or malfunction, as the case may be, in violation of paragraph (a) hereof:
- (1) Two (2) such false fire alarms may occur in any calendar year without the imposition of a penalty.
 - (2) The third false alarm and every subsequent false alarm any calendar year shall result in a fine in the amount of one hundred dollars (\$100.00) per incident. In addition, such person shall be responsible for and shall bear the expense of responding to any such false alarm. Said expense shall be determined by the chief of the responding department and the alarm administrator and billed to the responsible party or parties; provided, however, that no such charges, exclusive of any penalty imposed, shall exceed one hundred fifty dollars (\$150.00) per response.

Sec. 3A-30. Same--Intentional; penalty.

- (a) No person shall knowingly or intentionally activate any alarm system when no emergency situation exists.
- (b) No person shall knowingly or intentionally test, repair, adjust, alter or perform maintenance on an alarm system, or cause the same to be tested, repaired, adjusted, altered or maintained, if such action could result in a false alarm without first notifying the department of such test, repair, adjustment, alteration or maintenance and receiving approval for same. Said department shall be notified immediately upon completion of any such test, repair, adjustment, alteration or maintenance. The chief of said department may restrict or refuse to permit the testing, repair, adjustment, alteration or maintenance of an alarm system if such testing, repair, adjustment, alteration or maintenance could result in a false alarm when such restriction or refusal is necessary due to manpower limitations.
- (c) Any person who violates paragraphs (a) or (b) of this section shall be fined one hundred dollars (\$100.00) and, where applicable, may additionally be subject to prosecution under the Connecticut General Statutes for falsely reporting an incident. In addition, such person shall be responsible for and shall bear the expense of responding to any such false alarm. Said expense shall be determined by the chief of the appropriate department and the director of finance of the city and billed to the responsible party or parties; provided, however, that no such charges, exclusive of any penalty imposed, shall exceed one hundred fifty dollars (\$150.00) per response.



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

Sec. 3A-31. Failure to pay fees or fines.

If any person fails to pay any fee or fine established or levied in accordance with the provisions of this Chapter within sixty (60) days, such person shall be subject to a late fee of twenty-five dollars (\$25.00). Interest shall accrue at the rate of one and one-half (1 1/2) percent per month on all fines and charges outstanding for periods in excess of thirty (30) days.

Sec. 3A-32. Regulations.

- (a) No alarm system shall be installed until the plans and specifications relating to said alarm system have been approved by the chief of the appropriate department. The chief of each department, either personally or through a designated representative, shall have the right at all reasonable times to inspect any alarm system within his jurisdiction.
- (b) The location of all alarm system components shall be provided on a floor plan to be kept at the site of the alarm system in or adjacent to the alarm system panel.
- (c) Except with respect to one and two family residences, prior to the issuance of a permit pursuant to the provisions of Section 3A-27, the permit applicant shall install a lock box at the site of the alarm system. Prior to placing the alarm system in service, both the lock box and its placement shall be approved by the department. Said lock box shall contain keys to the structure served by the alarm system. In addition, the lock box shall contain a list of all hazardous substances present on the site in significant quantities. As used herein, the phrases "hazardous substances" and "significant quantities" shall be defined in accordance with the provisions of Section 9-74 of the Danbury Code of Ordinances.
- (d) Unless required by law, no alarm system that produces an exterior audible signal shall be installed unless its operation is automatically restricted to a maximum of thirty (30) minutes. Any exterior audible alarm system in use as of the effective date of this Chapter must comply with this section within one hundred twenty (120) days of such date.
- (e) Permits issued hereunder shall be non-transferable.

Sec. 3A-33. Hearings.

- (a) Any person receiving an order or notice of violation pursuant to the provisions of this Chapter may contest said order or notice at a hearing before an alarm systems hearing officer. All demands for a hearing must be made in writing and delivered in person or by mail no later than ten (10) days following receipt of the order or notice of violation. Any person requesting a hearing shall be given written notice of the date, time; and place of the hearing. Such hearing shall be held not less than fifteen (15) days, nor more than thirty (30) days, from the date of the mailing of notice; provided, the hearing officer shall grant upon good cause shown any reasonable request by any interested party for postponement or continuance. The presence of the issuing officer shall be required at the hearing if such person so requests. A person wishing to contest an order or notice of violation shall appear at the hearing and shall have the right to present evidence and cross-examine witnesses. A designated city official, other than the hearing officer, may present evidence on behalf of the city. The hearing officer shall conduct the hearing in order and form and with such methods of proof, as he or she deems fair and appropriate. The rules regarding the admissibility of evidence shall not be strictly applied, but all testimony shall be given under oath or affirmation. The hearing officer shall announce his or her decision at the end of the hearing.
- (b) The mayor shall appoint, and the common council shall confirm, two (2) or more hearing officers, other than police officers or firefighters, to conduct the hearings authorized by this section. All such officers shall serve for a term of two (2) years.



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

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

Sec. 3A-34. Liability, invalidity.

- (a) The city shall be under no duty or obligation to maintain a dispatch panel, communication console receiving module or other specialized equipment for the monitoring of alarm systems. The installation and maintenance of alarm systems permitted by this Chapter shall be made at no cost to the city.
- (b) No liability whatsoever is assumed by the City of Danbury for the failure of such alarm systems or monitoring facilities or for failure to respond to alarms, or for any other act or omission in connection with such alarm systems. Each alarm system permit holder shall be deemed to hold and save harmless the city, its departments, officers, agents and employees from liability in connection with the permit holder's alarm system.
- (c) The invalidity of any provision or provisions contained in this Chapter shall not affect the validity of the remaining provisions hereof.

Sec. 3A-35. Penalty.

Except as otherwise provided in this Chapter, any person who violates any of the provisions of this Chapter shall be subject to a fine of one hundred dollars (\$100.00) per occurrence.

Sec. 3A-36. Effective date.

The provisions hereof shall be effective on January 1, 2005.

Effective Date: This Ordinance shall take effect thirty (30) days after adoption and publication, as provided by law and section 3-10 of the Charter of the City of Danbury.

Adopted by the Common Council - June 2, 2004
Approved by Mayor Mark D. Boughton - June 4, 2004

ATTEST: 
JIMMETTA L. SAMAHA
Assistant City Clerk



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

June 2, 2004

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

THAT the Code of Ordinances of Danbury, Connecticut is hereby amended by adding a section, to be numbered 18-32, which said section reads as follows:

Sec. 18-32. Tax information retrieval and report.

Upon receipt of a written request for a report of tax information with respect to the current and delinquent tax obligations of a taxpayer, the tax collector shall conduct a review of municipal tax records and prepare a report disclosing the tax status of all real and personal property owned by said taxpayer. Each request shall relate to a single taxpayer and shall be available for a prepaid fee of fifteen (\$15.00) dollars.

EFFECTIVE DATE: This Ordinance shall take effect thirty (30) days after adoption and publication, as provided by law and section 3-10 of the Charter of the City of Danbury.

Adopted by the Common Council - June 2, 2004
Approved by Mayor Mark D. Boughton - June 4, 2004

ATTEST: *Jimmetta L. Samaha*
JIMMETTA L. SAMAHA
Assistant City Clerk



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 2, 2004

Mayor Mark D. Boughton
Members of the Common Council

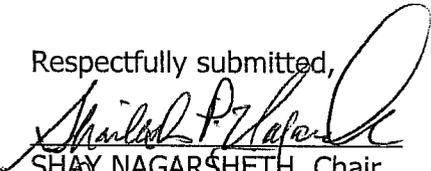
Re: **Request for Sewer and Water Extensions – 71-73 Boulevard Drive**

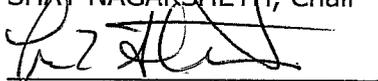
The Common Council Committee appointed to review the request for sewer and water extensions at 71-73 Boulevard Drive met on May 12, 2004 at 6:30 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Nagarsheth, Steinerd and Barry. Also in attendance were Director of Public Works William Buckley, the petitioner Larry Terhaar, and Council Members Basso, Cavo and Teicholz, ex-officio.

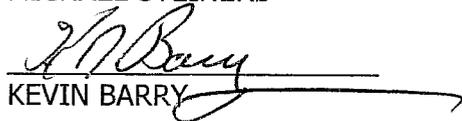
Mr. Nagarsheth noted the positive recommendation from the Planning Commission. Mr. Buckley stated that this is a small project of 14 units adjacent to Lake Kenosia, next to the Davon condominium project. The lines will extend from the Davon project and it is a relatively simple extension. He recommends approval subject to the required eight steps.

Mr. Barry made a motion to recommend approval of the request for sewer and water extensions at 71-73 Boulevard Drive. Seconded by Mr. Steinerd. Motion carried unanimously.

Respectfully submitted,


SHAY NAGARSHETH, Chair


MICHAEL STEINERD


KEVIN BARRY



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 2, 2004

Mayor Mark D. Boughton
Members of the Common Council

Re: **Request for Sewer and Water Extensions - 1 Lyon Street**

The Common Council Committee appointed to review the request for sewer and water extensions at 1 Lyon Street met on May 12, 2004 at 7:00 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Saadi and Basso. Also in attendance were Director of Public Works William Buckley and Council Members Cavo, Nagarsheth, Steinerd and Teicholz, ex-officio.

Mr. Saadi noted the positive recommendation from the Planning Commission. Mr. Buckley stated that this is a single-family dwelling. He would recommend approval subject to the required eight steps. The petitioner wanted to come in through the public works driveway, but the City does not want him to. Going out to Newtown Road is the better way of doing this. He does not want them to dig up City property or to block the public works driveway. The line is on the Old Sorrento side of the street and this is where he would want them to hookup.

Mrs. Basso made a motion to recommend approval of the request for sewer and water extensions at 1 Lyon Street. Seconded by Mr. Saadi. Motion carried unanimously.

Respectfully submitted,

THOMAS SAADI, Chairman

JOHN ESPOSITO

PAULINE BASSO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 2, 2004

Mayor Mark D. Boughton
Members of the Common Council

Re: **Benson Drive and Union Circle – Sanitary Sewer Extension**

The Common Council met as a committee of whole on May 17, 2004 immediately following a public hearing in the Common Council Chambers.

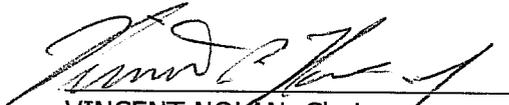
Mr. Buckley gave an overview of the project. 37% were in favor of the project, 50.9% were not in favor and 11% did not respond. He went over the formula used for assessments. Mr. Buckley responded to the questions raised during the public hearing.

Mr. Visconti asked about the Boehringer situation. Mr. Buckley said the land is in Ridgefield and he would not be involved in it. If the land were in Danbury it would be an Environmental Impact Commission issue. Mr. Seabury asked if this would be a civil matter or a private issue between property owners? Attorney Gottschalk said as a general matter if one property owner does something to another property owner, it is a civil matter. Neither town would be involved.

Mr. Saadi pointed out that there is a five-year moratorium in place. He would have a hard time voting for this, as would Mr. Riley when Boehringer could be polluting onto Benson Drive. Ms. Saracino agreed with Mr. Riley and said the issue of flooding should be in committee.

Mr. Saadi made a motion to recommend that the Common Council direct the City Engineer not to proceed with this project and recommend that an ad hoc committee be appointed to review drainage issues. Seconded by Mr. Visconti. Motion carried unanimously.

Respectfully submitted,



VINCENT NOLAN, Chairman



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 2, 2004

Mayor Mark D. Boughton
Members of the Common Council

Re: **Independent Systems Operators of New England – Load Response Program**

The Common Council Committee appointed to review the Independent Systems Operators of New England Load Response Program met on May 20, 2004 at 7:30 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Trombetta and Barry. Also in attendance were Director of Public Works William Buckley, Superintendent of Public Utilities Mario Ricoszi, Assistant Corporation Counsel Les Pinter, and Council Members Teicholz and Stanley, ex-officio.

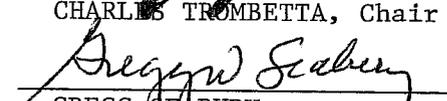
Mr. Trombetta asked Mr. Ricoszi for an overview of the request. Mr. Ricoszi stated that several firm asked to use our generators in order to go off line in the event of an electrical emergency. It would take five facilities and operate as a self-contained unit. Blackouts and brownouts happened primarily during the summer months. Independent Systems Operators act as a stock exchange to make sure trading of energy is flowing. They evaluated three companies and recommended Pinpoint Power to the Board of Awards. The concurred and Pinpoint was selected. It will take four years until all power lines can get into Southern Connecticut. They will evaluate extending the contract at that time.

Mr. Ricoszi stated that there are still a few items left to finalize. Revenue will be \$250,000 per year. Mr. Barry asked about a standby fee. Mr. Ricoszi said it is a quarter of a million dollars.

Mr. Barry made a motion to recommend that the Common Council approve the participation in the load response program of the Independent System Operators of New England, contingent upon completion of the review by Corporation Counsel. Seconded by Mr. Trombetta. Motion carried unanimously.

Respectfully submitted,


KEVIN BARRY


CHARLES TROMBETTA, Chair

GREGG SEABURY



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 2, 2004

Mayor Mark D. Boughton
Members of the Common Council

Re: **Tax Information Retrieval and Report**

The Common Council met as a committee of the whole on May 17, 2004 immediately following a public hearing in the Common Council Chambers.

Ms. Saracino made a motion to recommend adoption of the ordinance. Seconded by Mrs. Basso. Motion carried unanimously.

Respectfully submitted,


VINCENT NOLAN, Chairman

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ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

THAT the Code of Ordinances of Danbury, Connecticut is hereby amended by adding a section, to be numbered 18-32, which said section reads as follows:

Sec. 18-32. Tax information retrieval and report.

Upon receipt of a written request for a report of tax information with respect to the current and delinquent tax obligations of a taxpayer, the tax collector shall conduct a review of municipal tax records and prepare a report disclosing the tax status of all real and personal property owned by said taxpayer. Each request shall relate to a single taxpayer and shall be available for a prepaid fee of fifteen (\$15.00) dollars.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 2, 2004

Mayor Mark D. Boughton
Members of the Common Council

Re: **Neighborhood Assistance Act**

The Common Council met as a committee of the whole immediately following a public hearing in the Common Council Chambers in City Hall on May 17, 2004.

Ms. Saracino made a motion to recommend adoption of the Resolution. Seconded by Mr. Cavo. Motion carried unanimously.

Respectfully submitted,


VINCENT NOLAN, Chairman



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

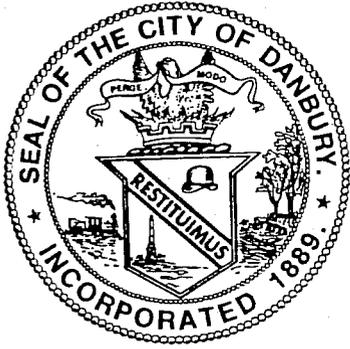
TO: Hon. Mark D. Boughton via the Common Council
FROM: Dena Diorio, Director of Finance *Dena*
RE: RESOLUTION – NEIGHBORHOOD ASSISTANCE ACT
DATE: April 27, 2004

Attached for your review is a resolution that will allow the agencies on the attached list (via the City of Danbury) to apply for and accept funding from the State of Connecticut Department of Revenue Services. This funding, provided through the Connecticut Neighborhood Assistance Act, will be in the form of tax credits for businesses, which contribute to community programs. No local match is required. The requested funding levels for each organization are attached.

A public hearing is required by the State of Connecticut before this resolution can be adopted. We ask that this item be referred for a public hearing.

DD/jgb

Attach.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Connecticut Neighborhood Assistance Act Program is available for area non profits to submit applications for funding; and

WHEREAS, the Act provides tax credits for businesses which contribute to community programs having received both municipal and state approval; and

WHEREAS, certain local and area organizations are seeking to apply through Danbury for such tax credits; and

WHEREAS, no local matching funds are required; and

WHEREAS, said organizations and their requests are as set forth on the attached schedule.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Danbury through its Common Council, hereby approves, subject to a public hearing as required by law, those organizations set forth in the schedule, for participation in the Neighborhood Assistance Program, and authorize Mark D. Boughton, Mayor of the City of Danbury to take such actions as may be necessary for the accomplishment of the purposes hereof.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

June 2 _____ A. D., 2004

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Connecticut Neighborhood Assistance Act Program is available for area non profits to submit applications for funding; and

WHEREAS, the Act provides tax credits for businesses which contribute to community programs having received both municipal and state approval; and

WHEREAS, certain local and area organizations are seeking to apply through Danbury for such tax credits; and

WHEREAS, no local matching funds are required; and

WHEREAS, said organizations and their requests are as set forth on the attached schedule.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Danbury through its Common Council, hereby approves, subject to a public hearing as required by law, those organizations set forth in the schedule, for participation in the Neighborhood Assistance Program, and authorize Mark D. Boughton, Mayor of the City of Danbury to take such actions as may be necessary for the accomplishment of the purposes hereof.

City of Danbury

2004 Connecticut Neighborhood Assistance Act Program

<u>Agency</u>	<u>Program</u>	<u>Amount</u>
Ability Beyond Disability	Community Employment for People with Disabilities	\$150,000
Americares Free Clinics, Inc.	Americares Free Clinic of Danbury	\$150,000
Charles Ives Center for the Arts, Inc.	Project Outreach	\$70,000
Danbury Regional Commission on Child Care, Rights, & Abuse	Volunteer Mentor Program	\$5,000
Danbury Regional Commission on Child Care, Rights, & Abuse	Communication of Parent Effectiveness Skills (COPES) Program	\$20,000
Danbury Regional Commission on Child Care, Rights, & Abuse	Parent Aide Program	\$20,000
Danbury Youth Services, Inc.	Youth & Family Counseling Program	\$20,000
Families Network of Western CT, Inc.	Healthy Start & Husky Outreach Project	\$66,606
Families Network of Western CT, Inc.	Nurturing Families Network	\$40,198
Harambee Center, Inc.	Youth Tutoring Youth	\$23,600
Harambee Center, Inc.	Theatre Arts Program	\$4,880
Harambee Center, Inc.	Computer Literacy for Adults	\$4,880
Hispanic Center of Greater Danbury, Inc.	Educational Programs	\$22,500
Hispanic Center of Greater Danbury, Inc.	Bilingual Job Developer	\$25,160
Interlude, Inc.	Interlude Condo Program	\$86,370
John J Driscoll United Labor Agency	Senior Aides	\$35,000

City of Danbury

2004 Connecticut Neighborhood Assistance Act Program

<u>Agency</u>	<u>Program</u>	<u>Amount</u>
Literacy Volunteers of America	Reach for the Stars	\$25,000
Regional YMCA of Danbury	ESCAPE to the Arts	\$60,000
United Way of Northern Ffld County	Help for the Needy	\$150,000

\$979,194



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 2, 2004

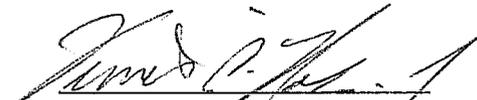
Mayor Mark D. Boughton
Members of the Common Council

Re: **Fire Marshal Inspections – Fees For Inspections**

The Common Council met as a committee of the whole immediately following a public hearing in the Common Council Chambers in City Hall on May 17, 2004.

Mrs. Teicholz made a motion to recommend adoption of the ordinance.
Seconded by Ms. Burns. Motion carried unanimously.

Respectfully submitted,



VINCENT NOLAN, Chairman



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

June 2, 2004

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

That the Code of Ordinances of Danbury, Connecticut, is hereby amended by adding a section, to be numbered 8-33, which said section reads as follows:

Section 8-33 Fire Marshal Inspections— Fees for Inspections

(a) Liquor Licenses.

- (1) The Fire Marshal or his designee shall inspect or cause to be inspected any premises applying for a new or existing liquor license. A one hundred dollar (\$100.00) fee for all liquor permits allowing the retail sale, serving and consuming of liquor on the premises shall be paid to the City of Danbury prior to the Fire Marshal's inspection of all such premises which fall within the following categories: café permit; charitable organization permit; club permit; nonprofit club permit; concession permit; golf country club permit; hotel permit; resort permit; restaurant permit; special event permit; special sporting facility permit; stadium permit; tavern permit; temporary permit for beer and/or wine only; and university permit.
- (2) Inspection of the premises shall be made to insure compliance with the Connecticut Fire Safety Code and the Connecticut General Statutes as may be amended from time to time. Said inspection shall be carried out simultaneously with all other required inspections. All separate fee schedules shall be adhered to.

(b) Assembly Occupancies.

- (1) The Fire Marshal or his designee shall inspect, or cause to be inspected, annually all assembly occupancies, with a minimum of fifty (50) occupants, or rented to the public for social functions or parties. The Fire Marshal shall require a license to be issued by his office. A fee of fifty dollars (\$50.00) shall be paid to the City of Danbury prior to the annual Fire Marshal's inspection of all Class A, Class B or Class C facilities.
- (2) Said annual inspection shall coincide with any other necessary inspections for licenses; such as a liquor license, health certificate and vendor permits with LPG tanks only. Inspection of assembly occupancies shall be made to insure compliance with the Connecticut Fire Safety Code and the Connecticut General Statutes as may be amended from time to time. Said inspection shall be carried out simultaneously with all other required inspections. All separate fee schedules shall be adhered to.

(c) Child Day Care Centers.

The Fire Marshal or his designee shall inspect or cause to be inspected annually all child day care centers in which more than twelve (12) children receive care, maintenance and supervision, by other than relatives or legal guardians, to insure compliance with the Connecticut Fire Safety Code. A fee of one hundred dollars (\$100.00) shall be paid to the City of Danbury prior to the annual Fire Marshal's inspection of all day care centers.

(d) Group Day Care Homes.

The Fire Marshal or his designee shall inspect or cause to be inspected annually all group day care homes in which at least seven (7) but not more than twelve (12) children receive care, maintenance and supervision, by other than their relatives or legal guardians, to insure compliance with the Connecticut Fire Safety Code. A fee of fifty dollars (\$50.00) shall be paid to the City of Danbury prior to the annual Fire Marshal's inspection of all group day care homes.



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

(e) Nursing Homes.

The Fire Marshal or his designee shall inspect or cause to be inspected annually all nursing homes in which two or more persons unrelated to the proprietor receive food, shelter and services which meet a need beyond the basic provisions of food shelter and laundry, to insure compliance with the Connecticut Fire Safety Code. A fee of one hundred dollars (\$100.00) shall be paid to the City of Danbury prior to the annual Fire Marshal's inspection of all nursing homes.

(f) Lodging and Rooming Houses.

(1) The Fire Marshal or his designee shall inspect or cause to be inspected annually all lodging and rooming houses, in accordance with the Connecticut Fire Safety Code and issue an approval to the Department of Health and Housing to license such occupancy upon compliance.

(2) A fee of fifty dollars (\$50.00) shall be paid to the City of Danbury prior to the annual Fire Marshal's inspection of all lodging and rooming houses. Said inspection shall be carried out simultaneously with any other required inspections. All separate fee schedules shall be adhered to.

(g) Dry Cleaning Establishments.

The Fire Marshal or his designee shall inspect or cause to be inspected annually all dry cleaning establishments to insure compliance with the Connecticut Fire Safety Code and the Connecticut General Statutes as may be amended from time to time. A fee of fifty dollars (\$50.00) shall be paid to the City of Danbury prior to the annual Fire Marshal's inspection of all dry cleaning establishments.

(h) Carnivals.

The Fire Marshal or his designee shall inspect or cause to be inspected all carnival events prior to issuing approval to operate. The party sponsoring the carnival event using tents, portable cooking devices, rides, amusements and any other such activity, or combination thereof for any reason or cause, shall schedule an inspection with the Fire Marshal's office not less than thirty (30) days prior to the scheduled event. Also, not less than thirty (30) days prior to the scheduled event a plot plan showing all rides, booths, concessions, and amusements shall be submitted to the Fire Marshal's office along with all other relevant documents. A fee of seventy-five dollars (\$75.00) shall be paid to the City of Danbury prior to the Fire Marshal's review of the plot plan and inspection of the site.

(i) Hotels.

The Fire Marshal or his designee shall inspect or cause to be inspected annually all hotels to insure compliance with the Connecticut Fire Safety Code. For the purposes of this Ordinance, a hotel is defined as a building or a group of buildings under the same management in which there are more than sixteen (16) sleeping accommodations used primarily by transients for lodging, with or without meals, whether designed as a hotel, inn, club, motel, hotel, apartment hotel or by any other name. A fee of one hundred dollars (\$100.00) shall be paid to the City of Danbury prior to the annual Fire Marshal's inspection of all hotels. Said inspection shall be carried out simultaneously with any other required inspections. All separate fee schedules shall be adhered to.

(j) Cargo Tank Motor Vehicles.

The Fire Marshal or his designee shall inspect or cause to be inspected annually any motor vehicle registered within his jurisdiction that is used for the storage or transportation of any bulk flammable or combustible liquids, liquid petroleum gas, or liquefied natural gas, or any



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

other hazardous materials for the purpose of issuing a certificate as directed by Sections 29-322, 29-332 and 29-339 of the Connecticut General Statutes. A fee of fifty dollars (\$50.00) per sticker shall be paid to the City of Danbury prior to the annual Fire Marshal's inspection of all cargo tank motor vehicles.

(k) Vendor Permits/LPG Tanks.

The Fire Marshal or his designee shall inspect or cause to be inspected annually any carts or vehicles of vendor permit applicants which use liquefied petroleum gas as a fuel for cooking. Each liquefied petroleum gas tank and piping shall be installed and mounted per NFPA 58 Standards. At the time of application, a fee of twenty dollars (\$20.00) shall be paid to the City of Danbury and the cart or vehicle brought to the Fire Marshal's parking lot at the Danbury City Hall for inspection. Said inspection shall be carried out simultaneously with any other required inspections. All separate fee schedules shall be adhered to.

(l) Three family or more dwellings; Apartment Houses, Garden Apartments and Townhouses.

The Fire Marshal or his designee shall inspect or cause to be inspected annually all residential buildings designed to be occupied by three or more families, including but not limited to, three family or greater dwellings, apartment houses, garden apartments and townhouses. Upon the scheduling of an inspection a fee of twenty-five dollars (\$25.00) per unit shall be paid to the City of Danbury. Said inspection shall be carried out simultaneously with any other required inspections. All separate fee schedules shall be adhered to.

(m) Portable shelters housing 100 or more persons.

The Fire Marshal or his designee shall inspect or cause to be inspected all tents, air supported plastic or fabric or other portable shelters governed by Section 29-140 of the Connecticut General Statutes, and intended for assembly of one hundred or more persons. At the time of application for a permit to erect such a portable shelter, a fee of twenty-five dollars (\$25.00) shall be paid to the City of Danbury. Said inspection shall be carried out simultaneously with any other required inspections. All separate fee schedules shall be adhered to.

(n) Failure to Pay Inspection Fees.

In the event of failure to pay an inspection fee when due, the Fire Marshall shall issue a notice of failure to pay together with an invoice demanding payment of the inspection fee. Further action to collect the inspection fee shall be in accordance with the procedures set forth in Section 12-35 Citation hearing procedure, of the Danbury Code of Ordinances pertaining to enforcement, appeals and hearing.

EFFECTIVE DATE: This Ordinance shall take effect thirty (30) days after adoption and publication, as provided by law and section 3-10 of the Charter of the City of Danbury.

Adopted by the Common Council - June 2, 2004
Approved by Mayor Mark D. Boughton - June 4, 2004

ATTEST: *Jimmetta L. Samaha*
JIMMETTA L. SAMAHA
Assistant City Clerk



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

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

That the Code of Ordinances of Danbury, Connecticut, is hereby amended by adding a section, to be numbered 8-33, which said section reads as follows:

Section 8-33 Fire Marshal Inspections-- Fees for Inspections

(a) Liquor Licenses.

- (1) The Fire Marshal or his designee shall inspect or cause to be inspected any premises applying for a new or existing liquor license. A one hundred dollar (\$100.00) fee for all liquor permits allowing the retail sale, serving and consuming of liquor on the premises shall be paid to the City of Danbury prior to the Fire Marshal's inspection of all such premises which fall within the following categories: café permit; charitable organization permit; club permit; nonprofit club permit; concession permit; golf country club permit; hotel permit; resort permit; restaurant permit; special event permit; special sporting facility permit; stadium permit; tavern permit; temporary permit for beer and/or wine only; and university permit.
- (2) Inspection of the premises shall be made to insure compliance with the Connecticut Fire Safety Code and the Connecticut General Statutes as may be amended from time to time. Said inspection shall be carried out simultaneously with all other required inspections. All separate fee schedules shall be adhered to.

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- (1) The Fire Marshal or his designee shall inspect, or cause to be inspected, annually all assembly occupancies, with a minimum of fifty (50) occupants, or rented to the public for social functions or parties. The Fire Marshal shall require a license to be issued by his office. A fee of fifty dollars (\$50.00) shall be paid to the City of Danbury prior to the annual Fire Marshal's inspection of all Class A, Class B or Class C facilities.
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ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

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ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

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

THAT Section 12-34 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows

Sec. 12-34. Citations.

(b)

(1) The fire chief or his designee shall be authorized to issue citations for violations of the provisions of section 3A-42, 3A-43, 3A-49 and 8-33 of the Danbury Code of Ordinances.

COPY SHOWING DELETIONS AND NEW LANGUAGE

THAT Section 12-34.(b)(1) of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

- (1) The fire chief or his designee shall be authorized to issue citations for violations of the provisions of section 3A-42, 3A-43, and 3A-49 AND 8-33 of the Danbury Code of Ordinances.

Note: New language is indicated by CAPITALIZATION COMBINED WITH UNDERLINING except that capitalization is not utilized for the letters in parentheses which indicate subsections.

Deleted language is indicated by ~~strikeouts~~.



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

June 2, 2004

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

THAT Section 12-34 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows

Sec. 12-34. Citations.

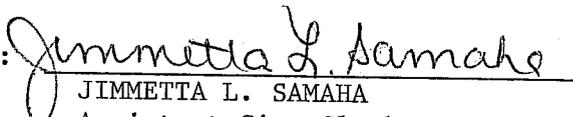
(b)

(1) The fire chief or his designee shall be authorized to issue citations for violations of the provisions of section 3A-42, 3A-43, 3A-49 and 8-33 of the Danbury Code of Ordinances.

EFFECTIVE DATE: This Ordinance shall take effect thirty (30) days after adoption and publication, as provided by law and section 3-10 of the Charter of the City of Danbury.

Adopted by the Common Council - June 2, 2004
Approved by Mayor Mark D. Boughton - June 4, 2004

ATTEST:


JIMMETTA L. SAMAHA
Assistant City Clerk

COPY SHOWING DELETIONS AND NEW LANGUAGE

THAT Section 12-34.(b)(1) of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

- (1) The fire chief or his designee shall be authorized to issue citations for violations of the provisions of section 3A-42, 3A-43, and 3A-49 AND 8-33 of the Danbury Code of Ordinances.

Note: New language is indicated by CAPITALIZATION COMBINED WITH UNDERLINING except that capitalization is not utilized for the letters in parentheses which indicate subsections.

Deleted language is indicated by ~~strikeouts~~.



50

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 2, 2004

Mayor Mark D. Boughton
Members of the Common Council

Re: **Public Building Use Policies**

The Common Council met as a committee of the whole immediately following a public hearing in the Common Council Chambers on May 17, 2004.

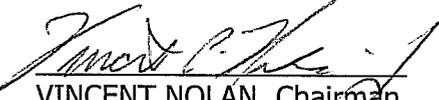
Ms. Saracino made a motion to recommend adoption of the ordinance.
Seconded by Mr. Cavo.

Mr. Visconti stated that he is concerned about renting the rooms in City Hall. Ms. Saracino said that this ordinance only allows the establishment of a committee to look at fees.

Mr. Saadi stated that the discussion at the ad hoc committee meeting clearly indicated that the intent of adopting this ordinance is not to rent rooms in City Hall or otherwise adopt any policy for City Hall that could potentially interfere with Common Council and City business and meetings. It is not fair to rent a room to someone, charge them a deposit and because there is a special or emergency meeting called by the Common Council or other boards, commissions or agencies, deny them access to that room. The only way to deal with this is to have any rental policy apply to all municipal buildings with the exception of City Hall and those so exempted in the ordinance as proposed.

Motion carried with Mr. Visconti voting in the negative.

Respectfully submitted,


VINCENT NOLAN, Chairman



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

June 2, 2004

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

That the Code of Ordinances of Danbury, Connecticut, is hereby amended by adding a section, to be numbered 11-1, which said section reads as follows:

The City of Danbury is authorized to establish policies and procedures for the use and rental of various municipal facilities by the public. The Common Council may adopt, and may amend from time to time, "Policies, Rules and Regulations for Use of Municipal Facilities" and shall establish an annual schedule of use fees for said facilities. This policy shall apply to all City facilities as set forth, except the Danbury Public Library and those under the jurisdiction and control of the Stanley Lasker Richter Memorial Park Authority, The Tarrywile Park Authority and the Department of Parks and Recreation. The Superintendent of Public Buildings shall be responsible for the implementation of the "Policies, Rules and Regulations for Use of Municipal Facilities" with respect to all municipal facilities and shall oversee the use of said facilities.

EFFECTIVE DATE: This Ordinance shall take effect thirty (30) days after adoption and publication, as provided by law and section 3-10 of the Charter of the City of Danbury.

Adopted by the Common Council - June 2, 2004
Approved by Mayor Mark D. Boughton - June 4, 2004

ATTEST: *Jimmetta L. Samaha*
JIMMETTA L. SAMAHA
Assistant City Clerk



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 2, 2004

Mayor Mark D. Boughton
Members of the Common Council

Re: **Sealer of Weights and Measures**

Mr. Cavo made a motion to recommend adoption of the ordinance and the Resolution. Seconded by Ms. Saracino. Motion carried unanimously.

Respectfully submitted,


VINCENT NOLAN, Chairman



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ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

June 2, 2004

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

THAT the Code of Ordinances of Danbury, Connecticut is hereby amended by adding a new Chapter to be numbered Chapter 22, entitled, "Weights and Measures," consisting of three sections, to be numbered 22-1, 22-2 and 22-3, which said sections read as follows:

Sec. 22-1. Sealer of weights and measures.

In accordance with the provisions of Section 43-6 of the Connecticut General Statutes, there shall be a sealer of weights and measures to be appointed by the mayor. The sealer of weights and measures shall perform the same duties and have the same powers within the City of Danbury as are vested in the Commissioner of Weights and Measures for the state except those powers and duties exempted and reserved to the Commissioner of Weights and Measures by regulation promulgated under the provisions of Section 43-3 of the Connecticut General Statutes.

Sec 22-2. Weighing and measuring devices.

- (a) *Annual license.* Pursuant to §§ 43-1 through 43-9 of the Connecticut General Statutes, as amended, it shall be unlawful to operate any commercial weighing and measuring equipment within the City of Danbury unless said device has been licensed by the sealer of weights and measures. Said license shall be valid for a period of one (1) year from the date of issuance. For purposes hereof, "commercial weighing and measuring equipment" shall mean weights and measures and weighing and measuring devices commercially used or employed in establishing the size, quantity, extent, area or measurement of quantities, things, produce or articles for distribution or consumption, purchased, offered or submitted for sale, hire or award, or in computing any basic charge or payment for services rendered on the basis of weight or measure.
- (b) *Issuance of license.* The sealer of weights and measures shall not issue a weighing and measuring device license unless:
- (1) Such device has been inspected and approved by the sealer of weights and measures within six (6) months of the date of application;
 - (2) Each applicant furnishes such information relative to the application for a weighing and measuring device license as the sealer of weights and measures shall require; and
 - (3) Each applicant pays an annual license fee to be set by resolution of the Common Council.
- (c) *Exemption.* Any city-owned weighing and measuring device is hereby exempted from the licensing and payment provisions of this section.
- (d) *Penalties.* The penalty for a violation of any provision of this section shall be a fine of ninety dollars (\$90.00) per device. Each day of noncompliance shall be considered a separate violation. The penalty established herein shall be in addition to any penalties established by state law.
- (e) In addition to other available means of enforcement, this Article may be enforced through the civil citation process by the sealer of weights and measures, pursuant to section 12-34 of the Code of Ordinances.

Sec. 22-3 Register to be kept.

The sealer of weights and measures of the city shall keep a register of the name of each person for whom he has inspected any weight or measure, together with the kind and size of each weight or measure inspected and the result of such inspection, stating which, if any, weights and measures were approved and which, if any, were condemned. This register shall be kept in the office of the sealer and shall be open to public inspection during the office hours of the sealer.



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

June 2, 2004

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

THAT Subsection 12-34(b) of the Code of Ordinances of Danbury, Connecticut is hereby amended by adding paragraph (6) which said paragraph reads as follows:

Sec. 12-34. Citations.

(b)(6) The sealer of weights and measures shall be authorized to issue citations imposing fines for violations of the provisions of chapter 22 of the Danbury Code of Ordinances.

EFFECTIVE DATE: This Ordinance shall take effect thirty (30) days after adoption and publication, as provided by law and section 3-10 of the Charter of the City of Danbury.

Adopted by the Common Council - June 2, 2004
Approved by Mayor Mark D. Boughton - June 4, 2004

ATTEST: Jimmetta L. Samaha
JIMMETTA L. SAMAHA
Assistant City Clerk



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, Section 22-2 of the Code of Ordinances requires an annual license for all weighing and measuring devices used in the City of Danbury and provides for an annual fee for said licenses; and,

WHEREAS, the fee for said licenses must be adequate to defray the costs incurred by the City of Danbury in performing its governmental responsibilities established pursuant to the provisions of chapter 750 of the Connecticut General Statutes with respect to weights and measures; and,

WHEREAS, section 22-2 of the Code of Ordinances requires that said fees be set by resolution of the Common Council; and,

WHEREAS, the establishment of the fees described below has been determined to be in the best interests of the City of Danbury.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Danbury that the following annual schedule of fees is hereby established and approved:

Device Type	Fee
Meters	
Retail Motor Fuel Meter	\$35.00
Taxi Cab Meter	\$35.00
Vehicle Tank Meter	\$70.00
Scales	
0 to 50 pound capacity scale	\$35.00
over 50 pound capacity scale	\$140.00



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 2, 2004

Mayor Mark D. Boughton
Members of the Common Council

Re: Land Use Application Processing Fees; Subdivision; Engineering and
Fire Marshal Review

Mr. Saadi made a motion to recommend adoption of the ordinance. Seconded by Mrs. Basso. Motion carried with Mrs. Stanley voting in the negative.

Respectfully submitted,


VINCENT NOLAN, Chairman



7

ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

June 2, 2004

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

THAT the Code of Ordinances of Danbury, Connecticut is hereby amended by adding a section, to be numbered 11-2, which said section reads as follows:

Sec. 11-2. Land use application processing fees; subdivisions; engineering and fire marshal review.

(a) *Purpose.* Pursuant to the provisions of section 8-1c of the Connecticut General Statutes, the City of Danbury is authorized to adopt a schedule of reasonable fees for the processing of applications by the zoning commission, planning commission, zoning board of appeals and Environmental Impact Commission. The intention of this ordinance is to allow the aforementioned land use agencies to retain, to the extent possible, the right to establish general processing fees while establishing consistent engineering and fire marshal review fees pertaining to all land use applications.

(b) *Engineering fees.* In addition to the general processing fees established connection with the issuance of permits, licenses or other approvals by the land use agencies identified in subsection (a) hereof, and in addition to the general subdivision processing fee established pursuant to subsection (d) hereof, whenever a review by the Engineering Division of the Danbury Department of Public Works is required in connection with the issuance of said permits, licenses and approvals, the applicant shall pay an additional processing fee to defray the costs of said review. Said additional processing fee shall be in the amount of three percent (3%) of the estimated cost of construction, but shall not exceed one thousand dollars (\$1000.00) nor be less than fifty dollars (\$50.00) and in the amount of three hundred dollars (\$300.00) for any application that is withdrawn or rejected and subsequently resubmitted.

(c) *Fire marshal fees.* In addition to the general processing fees established connection with the issuance of permits, licenses or other approvals by the land use agencies identified in subsection (a) hereof, and in addition to the general subdivision processing fee established pursuant to subsection (d) hereof, whenever a review by the fire marshal of the City of Danbury is required in connection with the issuance of said permits, licenses and approvals, the applicant shall pay an additional processing fee to defray the costs of said review. Said additional processing fee shall be in the amount of three percent (3%) of the estimated cost of construction, but shall not exceed five hundred dollars (\$500.00) nor be less than fifty dollars (\$50.00).

(d) *General subdivision processing fee.* Due to the superceding effect of the provisions of this section created by section 8-1c of the Connecticut General Statutes upon the general subdivision processing fee previously provided for by the planning commission in the Subdivision Regulations of the City of Danbury, as amended, said fee is hereby established. The general subdivision processing fee for subdivision applications shall be twenty-five dollars (\$25.00) per lot within the subdivision, but in no case less than fifty dollars (\$50.00).

EFFECTIVE DATE: This Ordinance shall take effect thirty (30) days after adoption and publication, as provided by law and section 3-10 of the Charter of the City of Danbury.

Adopted by the Common Council - May 2, 2004
Approved by Mayor Mark D. Boughton - May 4, 2004

ATTEST:

Jimmetta L. Samaha
JIMMETTA L. SAMAHA
Assistant City Clerk



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 2, 2004

Mayor Mark D. Boughton
Members of the Common Council

Re: **Regulations Governing Outdoor Fires**

The Common Council met as a committee of the whole immediately following a public hearing in the Common Council Chambers in City Hall.

Ms. Saracino made a motion to recommend adoption of the ordinance.
Seconded by Mr. Urice.

Attorney Gottschalk stated that outdoor fires are prohibited. State Statutes have been amended to allow for burning. Ms. Saracino said you can now get a free permit; this ordinance will allow the City to charge a fee. Fire Marshal Barry Rickert said he currently issues two permits per week. Mr. Barry asked about the impact on the budget. Ms. Diorio said it would be \$1,250.

Mr. Cavo moved the question. Seconded by Ms. Saracino. Motion carried unanimously.

Motion carried with Mr. Visconti voting in the negative.

Respectfully submitted,


VINCENT NOLAN, Chairman



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ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

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

THAT Section 8-30 of the Code of Ordinances of Danbury, Connecticut is hereby amended by adding a new subsection to be designated as 8-30(f), which said subsection reads as follows:

Sec. 8-30. Regulations governing outdoor fires.

(f) *Brush burning.* Subject to the approval of the Mayor, The Danbury Fire Marshal is hereby designated as the Open Burning Official of the City of Danbury and he, or his designee, is hereby authorized to issue a permit allowing the open burning of brush on residential property, provided the burning is conducted by the resident of the property or the agent of the resident. The burning of brush pursuant to said permits shall be conditioned upon compliance with the requirements of section 22a-174(f) of the Connecticut General Statutes, as amended from time to time and with the requirements of applicable regulations adopted by the commissioner of the Connecticut Department of Environmental Protection. Brush burning may also be conditioned by the fire marshal upon additional terms that, in his judgment, are required to protect the public health, safety and welfare. No brush burning permits shall be issued until the applicant has paid a twenty-five dollar (\$25.00) permit fee.



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ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

June 2, 2004

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

THAT Section 8-30 of the Code of Ordinances of Danbury, Connecticut is hereby amended by adding a new subsection to be designated as 8-30(f), which said subsection reads as follows:

Sec. 8-30. Regulations governing outdoor fires.

(f) *Brush burning.* Subject to the approval of the Mayor, The Danbury Fire Marshal is hereby designated as the Open Burning Official of the City of Danbury and he, or his designee, is hereby authorized to issue a permit allowing the open burning of brush on residential property, provided the burning is conducted by the resident of the property or the agent of the resident. The burning of brush pursuant to said permits shall be conditioned upon compliance with the requirements of section 22a-174(f) of the Connecticut General Statutes, as amended from time to time and with the requirements of applicable regulations adopted by the commissioner of the Connecticut Department of Environmental Protection. Brush burning may also be conditioned by the fire marshal upon additional terms that, in his judgment, are required to protect the public health, safety and welfare. No brush burning permits shall be issued until the applicant has paid a twenty-five dollar (\$25.00) permit fee.

EFFECTIVE DATE: This Ordinance shall take effect thirty (30) days after adoption and publication, as provided by law and section 3-10 of the Charter of the City of Danbury.

Adopted by the Common Council - June 2, 2004
Approved by Mayor Mark D. Boughton - June 4, 2004

ATTEST:

Jimmetha L. Samaha
JIMMETTA L. SAMAHA
Assistant City Clerk



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 2, 2004

Mayor Mark D. Boughton
Members of the Common Council

Re: **Citations**

The Common Council met as a committee of the whole immediately following a public hearing in the Common Council Chambers on May 17, 2004.

Mr. Cavo made a motion to recommend adoption of the ordinance. Seconded by Ms. Saracino. Motion carried unanimously.

Respectfully submitted,


VINCENT NOLAN, Chairman



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

THAT Subsection 12-34(b) of the Code of Ordinances of Danbury, Connecticut is hereby amended by adding paragraph (7) which said paragraph reads as follows:

Sec. 12-34. Citations.

(b)(7) The Zoning Enforcement Officer, or his designee, shall be authorized to issue citations imposing fines for violations of the provisions of chapter 22 of the Danbury Code of Ordinances.



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

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

Section 12-7. Establishment of Penalties for Zoning Regulation Violations; Citation Procedure

- (a) The Zoning Enforcement Officer of the City of Danbury is authorized to issue citations for violations of the Regulations of the City of Danbury to the extent and in the manner provided by this Ordinance and authorized by Section 8-12a of the Connecticut General Statutes. A citation may be issued for any violation of the Zoning Regulations of the City of Danbury. No citation shall be issued unless a written warning is issued providing notice of the specified violation to be corrected. The warning shall explain the citation enforcement procedures which may be used if the alleged zoning violation is not corrected within thirty (30) days of the date of receipt of the warning. The Zoning Enforcement Officer shall file and retain an original or certified copy of the citation.
- (b) The fine for each citation shall be One hundred Fifty (\$150.00) dollars for each day a violation continues, payable to the Treasurer of the City of Danbury. A party receiving a citation shall be allowed a period of thirty (30) days from the date of receipt of the citation to make an uncontested payment of the fine specified in the citation.
- (c) Any citation or warning may be served by hand delivery or certified mail, return receipt requested. If the party named in a citation or warning sent by certified mail refuses to accept such mail, the citation or warning may be sent by regular United States mail. If the citation or warning has been sent by regular United States mail, the date of receipt shall be deemed to be three (3) business days after the date of mailing.
- (d) The hearing procedure for any citation issued pursuant to this Ordinance shall be in accordance with the provisions of Section 7-152c of the Connecticut General Statutes and Section 12-35 of the Danbury Code of Ordinances, except that no zoning enforcement officer, building inspector or employee of the City of Danbury may be appointed to be a hearing officer.



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

June 2, 2004

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

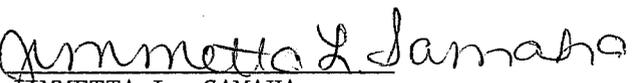
Section 12-7. Establishment of Penalties for Zoning Regulation Violations; Citation Procedure

- (a) The Zoning Enforcement Officer of the City of Danbury is authorized to issue citations for violations of the Regulations of the City of Danbury to the extent and in the manner provided by this Ordinance and authorized by Section 8-12a of the Connecticut General Statutes. A citation may be issued for any violation of the Zoning Regulations of the City of Danbury. No citation shall be issued unless a written warning is issued providing notice of the specified violation to be corrected. The warning shall explain the citation enforcement procedures which may be used if the alleged zoning violation is not corrected within thirty (30) days of the date of receipt of the warning. The Zoning Enforcement Officer shall file and retain an original or certified copy of the citation.
- (b) The fine for each citation shall be One hundred Fifty (\$150.00) dollars for each day a violation continues, payable to the Treasurer of the City of Danbury. A party receiving a citation shall be allowed a period of thirty (30) days from the date of receipt of the citation to make an uncontested payment of the fine specified in the citation.
- (c) Any citation or warning may be served by hand delivery or certified mail, return receipt requested. If the party named in a citation or warning sent by certified mail refuses to accept such mail, the citation or warning maybe sent by regular United States mail. If the citation or warning has been sent by regular United States mail, the date of receipt shall be deemed to be three (3) business days after the date of mailing.
- (d) The hearing procedure for any citation issued pursuant to this Ordinance shall be in accordance with the provisions of Section 7-152c of the Connecticut General Statutes and Section 12-35 of the Danbury Code of Ordinances, except that no zoning enforcement officer, building inspector or employee of the City of Danbury may be appointed to be a hearing officer.

EFFECTIVE DATE: This Ordinance shall take effect thirty (30) days after adoption and publication, as provided by law and section 3-10 of the Charter of the City of Danbury.

Adopted by the Common Council - June 2, 2004
Approved by Mayor Mark D. Boughton - June 4, 2004

ATTEST


JIMMETTA L. SAMAHA
Assistant City Clerk



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

June 2, 2004

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

THAT Subsection 12-34(b) of the Code of Ordinances of Danbury, Connecticut is hereby amended by adding paragraph (7) which said paragraph reads as follows:

Sec. 12-34. Citations.

(b)(7) The Zoning Enforcement Officer, or his designee, shall be authorized to issue citations imposing fines for violations of the provisions of chapter 22 of the Danbury Code of Ordinances.

EFFECTIVE DATE: This Ordinance shall take effect thirty (30) days after adoption and publication, as provided by law and section 3-10 of the Charter of the City of Danbury.

Adopted by the Common Council - June 2, 2004
Approved by Mayor Gene F. Eriquez - June 4, 2004

ATTEST: Jimmetta L. Samaha
JIMMETTA L. SAMAHA
Assistant City Clerk



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 2, 2004

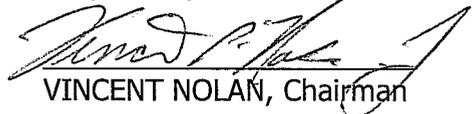
Mayor Mark D. Boughton
Members of the Common Council

Re: **Service charge imposed for checks returned for insufficient funds**

The Common Council met as a committee of the whole immediately following a public hearing on May 17, 2004 in the Common Council Chambers.

Mr. Cavo made a motion to recommend adoption of the ordinance. Seconded by Mr. Riley. Motion carried unanimously.

Respectfully submitted,



VINCENT NOLAN, Chairman



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ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

June 2, 2004 _____

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

THAT Section 18-22 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

Sec. 18-22. Service charge imposed for checks returned for insufficient funds.
The City of Danbury shall impose a twenty-five dollar (\$25.00) service charge with respect to any check returned, without payment, due to the insufficiency of funds within the account upon which the check is to be drawn.

EFFECTIVE DATE: This Ordinance shall take effect thirty (30) days after adoption and publication, as provided by law and section 3-10 of the Charter of the City of Danbury.

Adopted by the Common Council - June 2, 2004

Approved by Mayor Mark D. Boughton - June 4, 2004

ATTEST:

Jimmetta L. Samaha
JIMMETTA L. SAMAHA
Assistant City Clerk

COPY SHOWING DELETIONS AND NEW LANGUAGE

THAT Section 18-22 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

Sec. 18-22. Service charge imposed for checks returned for insufficient funds.

The tax collector of the City of Danbury shall impose a ~~fifteen~~ TWENTY-FIVE dollar ~~(\$15.00)~~ (\$25.00) service charge ~~upon any taxpayer who offers a check to the tax collector if such check is~~ WITH RESPECT TO ANY CHECK returned, without payment, due to the insufficiency of funds within the account upon which the check is to be drawn.

Note: New language is indicated by CAPITALIZATION COMBINED WITH UNDERLINING except that capitalization is not utilized for the letters in parentheses which indicate subsections.

Deleted language is indicated by ~~strikeouts~~.

|



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 2, 2004

Mayor Mark D. Boughton
Members of the Common Council

Re: **Request to Connect to Payne Road Sewers in Bethel**

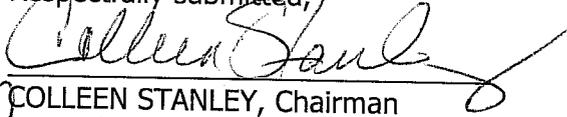
The Common Council Committee appointed to review the request to connect to Payne Road sewers in Bethel met on May 20, 2004 at 6:30 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Stanley, Esposito and Saadi. Also in attendance were Director of Public Works William Buckley and the petitioner, John Bigelow.

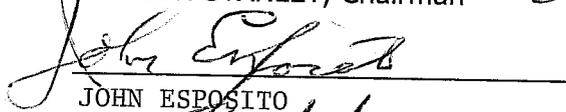
Ms. Stanley noted the positive recommendation from the Planning Commission. She then asked Mr. Buckley for an overview of the request. Mr. Buckley explained the plan by Bethel to bring sewers to the Chimney Heights area. Ms. Stanley asked if there were sewers there now. Mr. Buckley said no but this request is not without precedent. There were sewers like this on Coalpit Hill in the past.

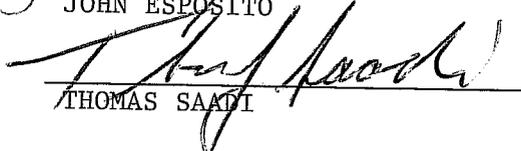
Mr. Buckley stated that the City has done a study and the question is what will Danbury have to pay to Bethel to allow the connections. He suggests a two step process: (1) the City enters into an intermunicipal negotiating committee pursuant to Chapter 7 of the State Statutes and (2) if negotiations are successful, then the City would have to access connecting property.

Mr. Saadi made a motion to recommend that the Common Council authorize the Mayor to contact the First Selectman of Bethel to establish an intermunicipal negotiating committee to effectuate the request by Payne Road residents to connect to the Bethel sewer system; and to recommend that the purchase of capacity be made through the usual assessment process. Seconded by Mr. Esposito and passed unanimously.

Respectfully submitted,


COLLEEN STANLEY, Chairman


JOHN ESPOSITO


THOMAS SAADI



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 2, 2004

Mayor Mark D. Boughton
Members of the Common Council

Re: **Offer from Westville Estates to Donate Land to the City**

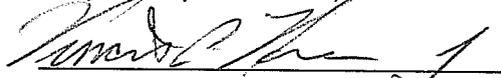
The Common Council Committee appointed to review the request from Westville Estate to donate land to the City met on May 24, 2004 at 6:00 P.M. In attendance were committee members Nolan and Esposito. Also in attendance were Director of Finance Dena Diorio, Deputy Corporation Counsel Eric Gottschalk, Tax Assessor Colleen Velez, and Council Members Saracino, Seabury and Teicholz, ex-officio.

Mr. Nolan noted the negative report from the Planning Commission. Attorney Gottschalk stated that all parcels of land are unique and it is difficult to draw a general rule. Open space parcels exist all over the City. The general rule is that we do not acquire them. They pose a liability and acquiring them poses no great benefit to the City.

Ms. Velez said that there are several pieces being offered, one for open space and others being parcels "X" and "Y". Ms. Velez said there is no tax due on the open space parcel and about \$90 per year on the other parcels. Ms. Diorio stated that there are retention ponds on the open space parcel and it would present a significant liability to the City if we accept them. Attorney Gottschalk stated that the retention basins are an eternal maintenance responsibility and includes the possibility that it could do great damage if it escapes.

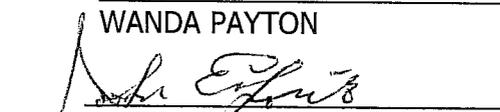
Mr. Esposito made a motion to recommend to the Common Council not to accept the offer of land and to take no action at this time. Seconded by Mr. Nolan. Motion carried unanimously.

Respectfully submitted,



VINCENT NOLAN, Chairman

WANDA PAYTON



JOHN ESPOSITO



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CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

June 2, 2004

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

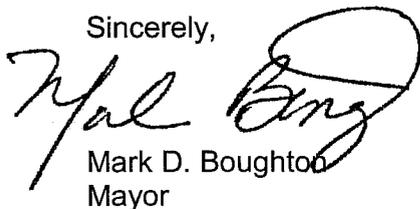
Re: Homeland Security Grant allocation

Dear Council Members:

Yesterday I received a letter from Major John Buturla, Acting Director of the State of Connecticut Department of Public Safety, Division of Homeland Security offering the City of Danbury a local allocation of \$511,186 under the U.S. Department of Homeland Security, Office of Domestic Preparedness, State Homeland Security Grant. This funding is for the purpose of equipment, training, planning and exercise needs of our local emergency first responders. Because the offer must be acted upon by us and reported back to the State of Connecticut before June 4, 2004, I am obliged to present it to you on short notice tonight.

Please consider and approve the attached resolution which will authorize me to enter into a Memorandum of Understanding between the State of Connecticut, Department of Public Safety and the City of Danbury with respect to the acceptance of these funds, to designate the State Administrative Agency to administer the allocation on behalf of the City and to take any additional action that may be necessary to accomplish the purposes of the grant.

Sincerely,



Mark D. Boughton
Mayor





RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

June 2 A. D., 2004

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the U.S. Department of Homeland Security, Office of Domestic Preparedness has awarded a 32.4 million dollar State Homeland Security Grant to the State of Connecticut for the fiscal year 2004; and,

WHEREAS, the Department of Public Safety, Division of Homeland Security of State of Connecticut has been designated as the State Administrative Agency authorized to contract with the City of Danbury for a local share of said grant; and,

WHEREAS, grant funds in the amount of five hundred and eleven thousand, one hundred and fifty eight dollars (\$511,158) are available to the City of Danbury under the aforesaid grant program for the purpose of equipment, training, planning and exercise needs of our local emergency first responders; and,

WHEREAS, acceptance of the foregoing grant is in the best interests of the residents of the City of Danbury.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT, Mayor Mark D. Boughton be and hereby is authorized to enter into a Memorandum of Understanding between the State of Connecticut, Department of Public Safety and the City of Danbury with respect to the acceptance of said funds, to designate the State Administrative Agency to administer said allocation on behalf of the City and to take any additional action that may be necessary to effectuate the purposes hereof.

Proposed Amendment to Proposed Ordinance Regulating the Use of Fire and Burglar Alarm Systems.

A. *Remove the sections and sub-sections as follows:*

Section 3A-26 (a) definition of Alarm Administrator

(d) Definition of "Central station alarm monitoring service"

(e) "Contractor"

Section 3A-27 in its entirety

Section 3A-28 in its entirety

Section 3A-32 in its entirety

B. *Change Section 3A-36 – to make the "Effective date" immediately upon passage and proper notice.*

C. *Renumber and re-letter the remaining sections of the proposed ordinance as appropriate.*

Reason: This amendment will allow for the levying of fines against those who are repeat false alarm offenders while providing the city with the opportunity to clarify the law and make those changes necessary to prevent the public disclosure of alarm registry lists under the Freedom of Information Act.