

SPECIAL COMMON COUNCIL MEETING

SEPTEMBER 11, 1997

Meeting to be called to order at 7:00 P.M. by Mayor Eriquez

PLEDGE OF ALLEGIANCE
PRAYER

ROLL CALL

Scalzo, Abrantes, McAllister, Arconti, Coladarci, Boynton,
Buzaid, Valeri, Machado, Shuler, Setaro, Esposito, Levy,
Charles, Gomez, Basso, Butera, Fox, Gallagher, Nolan, Mead

15 Present 6 Absent

NOTICE OF THE SPECIAL MEETING - There will be a Special Meeting of the Common Council of the City of Danbury in the Common Council Chambers in City Hall to act upon the items listed below.

PUBLIC SPEAKING

- 1 COMMUNICATION - Wastewater Treatment Facility Service Agreement City of Danbury and U. S. Filter Operating Services, Inc.
- 2 COMMUNICATION - Reappropriation of Sewage Treatment Plant Concession Fee
- 3 COMMUNICATION - Reports regarding Discontinuance of Ye Olde Road
- 4 COMMUNICATION - Request to accept donation - Police Department

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.

Roll Call
Special
Meeting
9/11/97

COMMON COUNCIL - ROLL CALL

<u>NAME</u>	<u>YES</u>	<u>NO</u>
HARRY W. SCALZO	✓	
HELENA ABRANTES	✓	
PAUL McALLISTER		✓ working
THOMAS ARCONTI	✓	
EILEEN COLADARCI		✓ another commit -
ERNEST BOYNTON	✓	
EMILE BUZAID	✓	
THOMAS VALERI		✓ working
VALDEMIRO MACHADO		✓ working
CONNIE SHULER	✓	
CHRISTOPHER SETARO	✓	
JOHN ESPOSITO	✓	
WARREN LEVY	✓	
LOUIS CHARLES	✓	
ROBERTO GOMEZ	✓	
PAULINE BASSO	✓	
JANET BUTERA		✓ working
MARCIA FOX	✓	
MATTHEW GALLAGHER		✓ working
ALBERT MEAD, JR.	✓	
VINCENT NOLAN	✓	
	15 present	6 abs.

CITY OF DANBURY

To: Members of the Common Council

A special meeting of the Common Council _____ of the City of Danbury will be held on the 11th day of September 19 97 at 7:00 o'clock p.m., at the City Hall in said Danbury.

For the purpose of

- 1. COMMUNICATION - Wastewater Treatment Facility Service Agreement, City of Danbury and U. S. Filter Operating Services, Inc.
- 2. COMMUNICATION - Reappropriation of Sewage Treatment Plant Concession Fee
- 3. COMMUNICATION - Reports regarding Discontinuance of Ye Old Road
- 4. COMMUNICATION - Request to accept Donation - Police Department

Dated at Danbury, this 9th day of September, 19 97.

[Signature] Mayor

[Signature] Clerk

To the sheriff or any policeman of the City of Danbury:

You are hereby required to notify the above named member _____ of the Common Council of the City of Danbury of the special meeting of said board by leaving with or at the usual place of abode or place of business of such member not less than 24 hours before the hour specified for said meeting, a notice in form annexed, and to make due return thereof at the time of said meeting.

[Signature] Mayor

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

	<u>NAME</u>	<u>TIME</u>
1.	Ernest Boynton	0815
2.	John J. Esposito	0820
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Each Notice so served upon each member, all having been done by me on this date 09/10/97.

Attest: Douglas #498
Policemen of the City of
Danbury

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

	<u>NAME</u>	<u>TIME</u>
1.	WARREN W. LEVY 5 PILGRIM DRIVE	NO ONE HOME LEFT IN DOOR 0825 AM
2.		<u>1245</u>
3.		
4.		
5.		
6.		
7.		
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12.		
13.		

Each Notice so served upon each member, all having been done by me on this date 9-10-97.

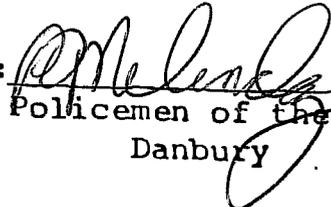
Attest: [Signature]
Policemen of the City of
Danbury

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

	<u>NAME</u>	<u>TIME</u>
1.	Louis T. Charles	0815
2.	Connie E. Shuler (Carol J. Shuler)	0812
3.	Pauline R. Basco	0822
4.	Janet A. Butera	0828
5.		
6.		
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13.		

Each Notice so served upon each member, all having been done by me on this date 09/10/97.

Attest: 
Policemen of the City of
Danbury

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

	<u>NAME</u>	<u>TIME</u>
1.	<i>Fry</i>	1740
2.	<i>Goldman Richard</i>	1822
3.		
4.		
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Each Notice so served upon each member, all having been done by me on this date 09/09/97.

Attest: *M. P. 71504*
Policemen of the City of
Danbury

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

NAME

TIME

1. Arconti 47 Forly Acre Mt

1815

2. McAlister 33 MABLE AVE

1944

3. Abrañtes 12 FRANTON RD.

1950

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

13. _____

Each Notice so served upon each member, all having been done by me on this date 9/9/97.

Attest: P.O. City Clerk
Policemen of the City of
Danbury

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

	<u>NAME</u>	<u>TIME</u>
1.	MATT Gallagher	0920
2.	Chris Setano	0924
3.	Al Mead	0922
4.		
5.		
6.		
7.		
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13.		

Each Notice so served upon each member, all having been done by me on this date 9/10/97.

Attest: M. Havel
Policemen of the City of
Danbury

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

	<u>NAME</u>	<u>TIME</u>
1.	Thomas Valeri	left at door at 1028
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
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13.		

Each Notice so served upon each member, all having been done by me on this date Sept. 10th 1997.

Attest: P.D. [Signature]
Policemen of the City of
Danbury

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

	<u>NAME</u>	<u>TIME</u>
1.	<i>Marie Coladucci</i>	<i>11:30</i>
2.		
3.		
4.		
5.		
6.		
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9.		
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11.		
12.		
13.		

Each Notice so served upon each member, all having been done by me on this date 9/10/97.

Attest: *P.O. Joseph F. B.*
Policemen of the City of
Danbury

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

<u>NAME</u>	<u>TIME</u>
1. <u>HARRY W SCACCO</u>	<u>1417</u>
2. <u>VINCENT NOLA</u>	<u>1420</u>
3. _____	
4. _____	
5. _____	
6. _____	
7. _____	
8. _____	
9. _____	
10. _____	
11. _____	
12. _____	
13. _____	

Each Notice so served upon each member, all having been done by me on this date 09/10/72.

Attest: *Robert Deane*
Policemen of the City of
Danbury

ROBINSON & COLE LLP

HARTFORD • STAMFORD • GREENWICH • NEW YORK • BOSTON

LAW OFFICES

One Commercial Plaza
280 Trumbull Street
Hartford, CT 06103-3597
860-275-8200
Fax 860-275-8299

Glenn A. Santoro
860-275-8322
Internet: gsantoro@rc.com

September 10, 1997

Via Facsimile and Federal Express

Eric L. Gottschalk, Esq.
Corporation Counsel
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: Wastewater Treatment Facility Service Agreement Between the City of Danbury and U.S. Filter Operating Services, Inc. (the "Agreement")

Dear Rick:

Enclosed please find revised and black-lined pages to the Agreement marked to reflect the changes from the draft previously forwarded to the Common Council of the City of Danbury. The changes to the Agreement are as follows:

1. Section 5.1(o), page 12, has been revised to require that the results of the annual comprehensive Facility and system inspection shall be summarized in an annual report with a copy of said report to be provided to the City and the Common Council. The foregoing change was requested at the City Common Council Meeting of last night.
2. Section 7.1, page 16, has been revised to reflect that the formula for the change in the non electric and electric portions of the Administrative Fee result in a "revised" non electric and electric portion. The previous language indicated a dollar change rather than the cumulative revised Administrative Fee. The aforementioned revision was requested by the State of Connecticut Department of Environmental Protection.
3. Section 7.4, page 18, has been revised to insert at the beginning of the section the following language: "Notwithstanding any other provision of this Agreement,". Bond counsel for the State of Connecticut DEP requested the foregoing change to make it clear that Revenue Procedure 97-13 applies to the entire Agreement.

ROBINSON & COLE LLP

Eric L. Gottschalk, Esq.

September 10, 1997

Page 2

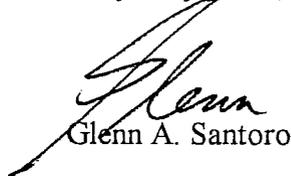
4. Section 11.14, page 25, has been revised based upon comments received from U.S. Filter. It is and has been the intent of the parties to limit the amount of damages that any one party can pay to the other pursuant to the Agreement to the aggregate amount of \$15,000,000. The attached revision clarifies the intent of the parties.

The only other changes which are required to be made to the Agreement prior to execution is the filling in of the name of the Performance Bond Issuer pursuant to page 4 of the Agreement, as well as the necessary revisions to Exhibit 5.1(c) as discussed at the Common Council Meeting last night.

Also enclosed is a revised clean copy of the Agreement for distribution to the Common Council if necessary.

Please call me if you have any questions.

Very truly yours,



Glenn A. Santoro

GAS/sit

Enclosures

cc: Dominic A. Setaro, Jr. (w/enc.)(via Facsimile-black-lined pages only and Federal Express)
Kurt Mesedahl (w/enc.)(via Facsimile-black-lined pages only and Federal Express)
S. Frank D'Ercole, Esq. (w/enc.)

(j) Compliance with Applicable Law. Company and its subcontractors shall perform under this Agreement in accordance with Applicable Law (including all Legal Entitlements). Subject to the terms, conditions and limitations of this Agreement, including, but not limited to Section 5.1(c), Company shall remedy any failure to comply with Applicable Law resulting from Company actions or the actions of its subcontractors at its expense, bear all loss and expense, and pay any fines and penalties related thereto.

(k) Safety. Company shall maintain the safety of the Facility at a level consistent with Applicable Law, all insurance requirements, and standard practices for publicly owned treatment works in the State of Connecticut. Company shall maintain records of all safety practices and training as required by Applicable Law.

(l) Insurance. Commencing on the Contract Date, Company shall maintain the insurance set forth on Exhibit 5.1(l).

(m) Quality Assurance and Quality Control Programs. Company shall provide quality assurance and quality control programs and documentation of such programs for the operation of the Facility. City shall be provided with copies of all such documentation or provided access to review such documentation upon request.

(n) Operations and Maintenance. The Operations and Maintenance Manual shall be updated at least once each Contract Year, or whenever there are changes or modifications in the regulations, the treatment process, the equipment or Facility, and such updates shall be submitted in triplicate to City for City's approval prior to implementation. Company shall perform all inspections and maintenance of the Facility as required by the Operations and Maintenance Manual and such other preventative maintenance as deemed appropriate by Company, based on Company's comprehensive computer based maintenance program. Company shall install a fully functional computerized maintenance management system and shall provide and maintain computer based records of all maintenance and repairs conducted at the Facility in accordance with this Agreement and shall make such records accessible to and readily available to City for review and inspection at all times. Company shall perform routine and normal repairs and maintenance of buildings and grounds. Company shall provide City personnel with such training as may be required to review, interpret and understand the computer records maintained in such fashion.

(o) The designated representative of City and Company shall meet at least once per month during the Term to review and discuss operations and maintenance activities, plans and priorities for the Facility. The designated representative of the City and Company shall conduct an annual comprehensive Facility and system inspection to evaluate and document conditions, safety or other concerns and the Company shall produce an annual report summarizing said inspection and provide copies to the City and the Common Council of the City of Danbury.

(p) Company shall cooperate with the City in enforcing existing equipment warranties and guarantees and maintaining warranties on any new equipment purchased on behalf of City.

(q) Company shall take periodic (at least once per quarter) grab samples of dischargers holding State permits to monitor compliance with the City's sewer use ordinance

percentage change in the index between the date of this Agreement and one (1) year following such date (the "Escalation Ratio"). Each subsequent adjustment in the Administrative Fee shall be effective each Contract Year thereafter and shall be based on the additional change in the index over the immediately preceding twelve (12) month period.

The annual increase or decrease in the non electric portion of the Administrative Fee shall be calculated using the following formula:

NON ELECTRIC

$$\text{Non Electric Portion of Administrative Fee} \times 1 + (\% \text{ Annual CPI Change}) = \text{\$ CHANGE in Revised Non Electric portion of Administrative Fee}$$

Example Computation:

CPI-U New York - all items July 1995 = 148.2

CPI-U New York - all items July 1994 = 144.7

% Change CPI-U = 2.4%

Current non electric portion of Administrative Fee = \$1,750,000 annually. Then: New annual contract price = \$1,750,000 x 1.024 = \$1,792,000.

(b) The electric portion of the Administrative Fee shall adjusted on each anniversary date during the Term of the Agreement to account for electricity rate changes in accordance with changes in the actual invoice rates charged by CL&P. Such increase or decrease in the electric portion of the Administrative Fee shall be calculated in accordance with the following formula:

ELECTRIC

$$\text{Electric Portion of Revised Administrative Fee} \times 1 + (\text{Electric Rate Change}) = \text{\$ CHANGE in Electric portion of Administrative Fee}$$

(c) Rebate Due to Company. Any rebates received by City from CL&P relating to the Load Shedding Agreement for the operation of the Facility shall accrue to the benefit of Company.

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

Flow	10.1 MGD
BOD ₅	15562 #/Day
TSS	18084 #/Day

Any change of 10 percent or more in any one of the foregoing characteristics, based upon a 12-month moving average, will constitute a Change. The Administrative Fee shall be equitably adjusted to reflect the relative additional costs or savings which result from such Change, retroactive to the date of such Change.

Section 7.2. City Supply Election. Upon written notice to Company, City has the right to elect (the "Supply Election"), from time to time to provide electrical energy for the operation of the Facility at City's expense from the production of methane at City's landfill adjacent to the Facility Site. Commencing with the first full Billing Period after City has exercised the Supply Election and until the first full Billing Period after City has notified Company that it has ceased exercising the Supply Election, the Administrative Fee shall be adjusted by an amount by which the electricity payment for the operation of the Facility is reduced for such Billing Period so that Company is in the equivalent economic position in such Billing Period that it would have been if City had not exercised the Supply Election. Evidence of the Company's economic position for the purposes of this Section 7.1(b)(ii) shall be determined solely by the delivery to the City of its current contract to purchase electricity.

Section 7.3. Mechanics

(a) Billing. Commencing on the Contract Date, City shall pay Company the Administrative Fee in advance. By the first day of each Billing Period (or, with respect to the first Billing Period, the Contract Date), Company shall provide City with a statement (a "Billing Statement") for the Billing Period which shall set forth the Administrative Fee due for such Billing Period. The Billing Statement for the first Billing Period commencing with the Contract Date shall be appropriately pro rated for the number of days in such Billing Period.

(b) City Payments. City shall pay the Administrative Fee for each Billing Period within 20 days of its receipt of the Billing Statement. If City fails to make any payment required by this Agreement when due, the amount due shall bear interest, from the due date of payment at an annual rate equal to the Overdue Rate, and Company shall also be entitled to pursue any and all other remedies available to it under this Agreement or otherwise.

Section 7.4. Limitation of Non-Periodic Fixed Fee Compensation. Notwithstanding the provisions of ~~Section 7.1~~ any other provision of this Agreement, in no event shall any compensation representing a portion of the net profits earned at the Facility nor compensation in excess of twenty (20) percent of total compensation representing other than a "periodic fixed fee" be paid to Company within the meaning of Revenue Procedure 97-13.

ARTICLE VIII UNCONTROLLABLE CIRCUMSTANCES

Section 8.1. Uncontrollable Circumstances. Except with respect to the parties' respective payment obligations, neither City nor Company shall be liable to the other for any failure or delay in performance of any obligation under this Agreement due to the occurrence of an Uncontrollable Circumstance. The party experiencing the Uncontrollable Circumstance shall promptly notify the other party and give specific information relating to the Uncontrollable

Section 11.13. Notices. All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given or served if in writing and delivered in person to the following addresses or sent by first class mail and facsimile, to such addresses:

If to the City:

155 Deer Hill Avenue
Danbury, Connecticut 06810
Fax: (203) 796-1666
Attention: Mayor

And to:

155 Deer Hill Avenue
Danbury, Connecticut 06810
Fax: (203) 796-1590
Attention: Superintendent of Public Utilities

If to the Company:

30 Massachusetts Avenue
North Andover, MA 01845
Fax: (508) 691-1185
Attention: Vice President

Such addresses may be amended by the parties from time to time by delivery of a notice to the other party hereto.

Section 11.14. Limits on Indemnification. Notwithstanding the provisions of 11.1 and 11.2 above, ~~the maximum amount of indemnity claims that or any other provision in this Agreement to the contrary, the maximum liability of Company on one hand or City on the other hand shall be responsible to pay hereunder, arising out of non performance of their obligations under or in connection with this Agreement, including any claims for indemnity or any claims relating to consequential damages or loss of profits or revenues,~~ shall be the aggregate amount of Fifteen Million Dollars (\$15,000,000).

Section 11.15. Procedure in Event of Indemnity

(a) Notice to the indemnifying party shall be given promptly after receipt by City or Company of actual knowledge of the commencement of any action or the assertion of any claim that will likely result in a claim by it for indemnity pursuant to this Agreement. Such notice shall set forth in reasonable detail the nature of such action or claim to the extent known, and include copies of any written correspondence from the party asserting such claim or initiating such action. The indemnifying party shall be entitled, at its own expense, to participate in the defense of such action or claim or, if (a) the action or claim involved seeks (and continues to seek) solely monetary damages, (b) the indemnifying party is obligated to indemnify and hold harmless the other party with respect to such damages in their entirety pursuant to Sections 11.1 or 11.2 and (c) the indemnifying party shall admit in writing its obligation to indemnify in connection therewith, then such party shall be entitled to assume and control such defense with counsel chosen by such party, provided, that a decision or judgment



2

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

DATE: September 5, 1997
TO: Hon. Gene F. Eriquez via the Common Council
FROM: Dominic A. Setaro, Jr., Director of Finance
RE: Reappropriation of Sewage Treatment Plant Concession Fee

There will be a need to reappropriate some of the \$10 million concession fee received from the public/private partnership agreement with U.S. Filter Operating Services, Inc. The 1997-98 budget contained a residual equity transfer from the Sewer Fund to the General Fund in the amount of \$8.1 million; therefore, leaving \$1.9 million that would become revenue to the Sewer Fund based on the \$10 million payment. As we had indicated during the budget process, the \$2.7 million budgeted figure in the Sewer Fund did not contain any provisions for sludge removal which we would be required to now pay for since we are no longer able to dispose of the sludge in our Landfill. This initial process started on February 22. The contract with U.S. Filter Operating Services, Inc. contains a provision disposing of our sludge for \$470,000, which is the difference between the \$2.7 million fee in the budget and the \$3,170,000 figure in the contract. Therefore, based on the disposal of sludge that we have been responsible for this fiscal year and the additional amount needed for the service agreement payment from October 1 through September 30, coupled with attorneys fees and an estimated contingency, I would ask that the Common Council approve the reappropriation of \$356,000 to the following accounts:

Professional Services-Fees	02-03-140-020100	\$ 35,000
Outside Services	02-03-140-029500	291,000
Contingency	02-03-144-072001	<u>30,000</u>
		\$356,000

I have attached for your information a recap of how the initial \$2.7 million budget appropriation was used partially to fund the operations for July through September. and how the \$356,000 request was arrived at. Should you need any additional information, I will certainly be available to answer questions on September 9 in the informational session that is planned before the special meeting.

Dominic A. Setaro, Jr.

DAS/jgb

Adopted Budget for Outside Services	\$2,700,000
Less amount transferred to other line items in budget 7/1/97-9/30/97 i.e., salaries, utilities, etc.	-469,600
Less amount needed for sludge removal 7/1/97 - 9/30/97	-144,068
Less amount due U.S. Filter for Services-Fees 10/1/97 - 6/30/98	-2,377,500
Less projected contingency	-30,000
Less projected legal fees	<u>-35,000</u>
Projected Shortfall	\$ -356,168

Sludge Breakdown

Sludge Paid 7/1/97 - 7/31/97	\$ 34,970.88
8/1/97 - 8/24/97	31,942.96
8/25/97 - 8/31/97	10,626.56
Projected 9/1/97 - 9/30/97	<u>66,528.00</u>
Total	\$144,068.40

CUTSUMPAS, COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO
PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

148 DEER HILL AVENUE - P.O. BOX 440, DANBURY, CONNECTICUT 06810

LLOYD CUTSUMPAS
FRANCIS J. COLLINS
EDWARD J. HANNAFIN
JACK D. GARAMELLA
PAUL N. JABER
JOHN J. TUOZZOLO
ROBERT M. OPOTZNER*
THOMAS W. BEECHER
EVA M. DEFranco
CHRISTOPHER K. LEONARD
THOMAS J. MONKS
LAURA A. GOLDSTEIN
PETER A. SCALZO

AREA CODE 203
744-2150
EXTENSION:
FACSIMILE (203) 791-1126

August 29, 1997

OF COUNSEL
MARK D. NIELSEN

*ADMITTED IN CONN. & N.Y.

Honorable Christopher Setaro
President - Common Council
City Clerk's Office
CITY OF DANBURY
155 Deer Hill Avenue
Danbury, CT 06810

Re: Petition to Discontinue a Portion of Ye Old Road of 6/13/97
Melvyn Powers / HFS Mobility Services
Our File #97-13583-1-P

Dear Mr. Setaro:

Please be advised that I represent Melvyn J. Powers in connection with his construction of 137,000 square foot office facility to be leased to HFS Mobility Services at Apple Ridge Road in Danbury.

In order to construct the facility, Mr. Powers has petitioned the City of Danbury to discontinue a portion of Ye Old Road which has been abandoned and not used for a substantial period of time. In order for Mr. Powers to close his construction loan and commence construction as required under the lease, we would request that the Common Council take action on his Petition at your September meeting. It is vitally important to the project that the construction commence in early September. The construction cannot commence and his loan be closed without all approvals in place. The Petition has received the recommendation of the Planning Commission, the Planning Department, and the City Engineer's Office.

We thank you for your anticipated cooperation.

Yours very truly,


Paul N. Jaber

PNJ/em

cc: Mr. Melvyn Powers



33-July

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING COMMISSION
(203) 797-4525

July 30, 1997

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

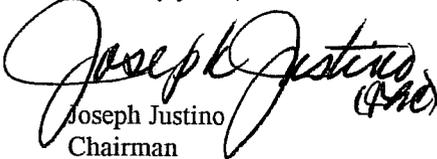
Re: 8-24 - Referral - 33 - Discontinuance of Ye Old Road

Dear Council Members:

The Planning Commission at its meeting July 16, 1997 motioned a positive recommendation for the discontinuance of Ye Old Road from the Trex Medical Corp. to the Lake Place Condominiums.

The motion was made by Mr. Deeb, seconded by Mr. Zaleta and passed with "ayes" from Commissioners Deeb, Zaleta, Malone, Boughton, and Justino.

Sincerely yours,


Joseph Justino
Chairman

JJ/jlc



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

July 30, 1997

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: July agenda item #33
Melvyn Powers, et al -- Request to discontinue a portion of Ye Old Road

Dear Mayor and Council Members:

Please accept this letter in response to your request for a report regarding the above referenced item. In his letter of June 13, 1997, attorney Paul Jaber has asked that the Council consider the discontinuance of Ye Old Road. I can advise you that the Common Council has authority to discontinue roads or portions of roads, as has been requested here. This authority is derived from Sections 13a-7 and 13a-49 of the Connecticut General Statutes. Such discontinuance is particularly appropriate with respect to roads which are no longer used by the general public. You should be aware that pursuant to the provisions of Section 13a-55 of the Statutes even after discontinuance, the property owners bounding the road continue to have a right of way over it to the nearest and most accessible highway.

If you are inclined to grant such a request I recommend that you do so only after obtaining a report from the Planning Commission and a staff report regarding the current use of the road by the public.

Sincerely,

Eric L. Gottschalk
Acting Corporation Counsel

ELG/msm



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DENNIS I. ELPERN
DIRECTOR OF PLANNING

(203) 797-4525

August 28, 1997

To: Mayor Gene F. Eriquez
Members of Common Council

From: Dennis I. Elpern,
Director of Planning

Re: Discontinuance of Ye Old Road

We are in receipt of a request from Melvyn J. Powers, et al, to discontinue that portion of Ye Old Road which adjoins Apple Orchard Office Park, Wooster School, and property of Trex Medical Corporation. It is our understanding that a portion of Wooster School will be purchased by Mr. Powers for expanding parking for PHH Homequity. This portion was recently rezoned to IL-40 to accommodate the additional parking.

We have no objections to the requested discontinuance of Ye Old Road.

Re: John A Schweitzer, Jr., P.E.



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
(203) 797-4641

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

August 28, 1997

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

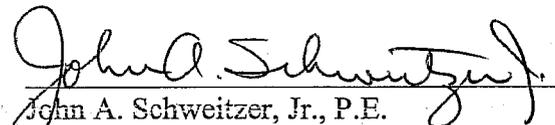
FROM: John A. Schweitzer, Jr., P.E.
Director of Public Works

SUBJECT: Discontinuance of Ye Old Road

At the July 1, 1997 Common Council meeting, Item #33 (the discontinuance of Ye Old Road) was referred to this office for our recommendation.

We have reviewed the request and see no future need of this right-of-way for the City and concur with the requested discontinuance.

Very truly yours,


John A. Schweitzer, Jr., P.E.
Director of Public Works

JAS/sd

c: Dennis Elpern



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CITY OF DANBURY
DANBURY, CONNECTICUT 06810

DEPARTMENT OF POLICE
120 MAIN STREET

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

August 28, 1997

MEMO

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

From: Chief Robert L. Paquette

Subject: Request to Accept Donation

Approval is requested to accept the donation of all expenses for Officer John Krupinsky to attend school in Springfield, Massachusetts, from September 8 to September 12.

The donation is being made by the Narcotic Enforcement Officers Association. Officer Krupinsky serves on the Board of Directors.

Robert L. Paquette
Chief of Police

RLP:ks
Attach.

THIRTIETH ANNUAL REGIONAL CRIMINAL INVESTIGATION SCHOOL

- ★ Approved for payment with forfeiture funds!
- ★ Review training credits will be awarded!
- ★ Exhibits, Displays, Practical Exercises!
- ★ Meals and accommodations included!
- ★ Opening Texas Barbecue, Reception!
- ★ Internationally known lecturers!

★ Exhibitor's Reception!

THIRTIETH ANNUAL REGIONAL CRIMINAL INVESTIGATION SCHOOL

N.E.O.A.
 Phoenix Park, Suite 10
 29 North Plains Highway
 Wallingford CT 06492-2330
 (203)269-8940 FAX(203)284-9103

Non-Profit Org.
 U.S. POSTAGE
PAID
 New Haven, CT 06511
 Permit No. 654

DATED MATERIAL

*please
do not
delay!*

NARCOTIC ENFORCEMENT OFFICERS ASSOCIATION PROGRAM

THIRTIETH ANNUAL REGIONAL CRIMINAL INVESTIGATION SCHOOL

Monday,	Sept. 8th	3:00 P.M.	Registration, Orientation
		6:00 P.M.	Reception, Barbecue, Roundtable Networking
Tuesday,	Sept. 9th	8:00 A.M.	Daily Registration, Breakfast (included)
		9:00 A.M.	Welcome, Introductions
		9:30 A.M.	Diversion Prevention of Pharmaceuticals
		10:45 A.M.	Morning Coffee Break (included)
		11:15 A.M.	Diversion Prevention of Pharmaceuticals (cont.)
		12:45 P.M.	Luncheon, sponsored by Knoll Pharmaceuticals
		2:00 P.M.	Satellite Communications for Drug Law Enforcement
		3:00 P.M.	Law Enforcement and the Internet
		4:00 P.M.	Displays, Exhibits, Demonstrations
		5:00 P.M.	Roundtable Networking
		6:00 P.M.	Exhibitor's Reception
Wednesday,	Sept. 10th	8:00 A.M.	Daily Registration, Breakfast (included)
		9:00 A.M.	Drug Enforcement and Stolen Vehicles
		10:45 A.M.	Morning Coffee Break (included)
		11:15 A.M.	Street Gangs, Violence and Grafitti
		12:45 P.M.	Luncheon (included)
		2:00 P.M.	Asian Gangs
		3:30 P.M.	Computer Evidence and Drug Crimes
		5:00 P.M.	Displays, Exhibits, Demonstrations
		5:00 P.M.	Roundtable Networking
		6:00 P.M.	N.E.O.A. Directors' Meeting
Thursday,	Sept. 11th	8:00 A.M.	Daily Registrations, Breakfast (included)
		9:00 A.M.	Clandestine Labs and Environmental Issues
		10:45 A.M.	Morning Coffee Break (included)
		11:15 A.M.	High Risk Raid Planning
		12:45 P.M.	Luncheon (included)
		2:00 P.M.	Rapid Vehicle Takedowns, practicals
		4:00 P.M.	Roundtable Networking
		5:00 P.M.	N.E.O.A. General Meeting
Friday,	Sept. 12th	8:00 A.M.	Breakfast (included)
		9:00 A.M.	Undercover Operations
		11:45 A.M.	Issuance of Certificates, Credits

NARCOTIC ENFORCEMENT OFFICERS ASSOCIATION

THIRTIETH ANNUAL REGIONAL CRIMINAL INVESTIGATION SCHOOL

Springfield Marriott Hotel Springfield, Massachusetts

Monday, September 8th. to Friday, September 12th. 1997

APPLICATION TO ATTEND

NAME AND TITLE _____
 AGENCY _____
 AGENCY ADDRESS _____
 CITY/STATE/ZIP _____
 TELEPHONE _____

Mail or FAX your application with purchase order or check to:

N.E.O.A.
Phoenix Park, Suite 10
29 North Plains Highway
Wallingford CT 06492
telephone: (203)269-8940 FAX: (203)284-9103

NOTE: every attendee receives complete conference materials, continental breakfast, coffee breaks, free parking and certificate of attendance.

CHECK ONE OPTION. PLEASE USE ONE APPLICATION PER PERSON. COPY AS NECESSARY.

NEOA MEMBER / NOT A MEMBER

- _____ \$150 _____ \$175 includes complete program, no meals
- _____ \$200 _____ \$225 includes complete program, all meals and parking
- _____ \$375 _____ \$400 *includes complete program, all meals, parking and deluxe accommodations, double occupancy
- _____ \$475 _____ \$500 *includes complete program, all meals, parking and deluxe accommodations, single occupancy
- _____ \$ 35 _____ \$ 55 single day rate for program only for:
date attending: _____
- _____ \$ 50 _____ \$ 70 single day rate for program and luncheon

METHOD OF PAYMENT: AGENCY P.O. _____ PERSONAL _____ C.S.H. _____

(meal plan includes orientation, daily breakfast, daily luncheons and coffee breaks)

MULTIPLE DISCOUNT: More than one person per agency, deduct \$100 for each additional person.

(* discount applicable ONLY to options with overnight accommodations)