

SPECIAL COMMON COUNCIL MEETING

WEDNESDAY, DECEMBER 14, 1994

Meeting to be called to order at 7:45 P.M. by Mayor Eriquez

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

Levy, Scalzo, Falzone, Yamin, Arconti, Boynton, Dennehy, Gallagher,  
Machado, Outlaw, DaSilva, Esposito, Coladarci, Charles, Gomez,  
Beck, Nolan, Scozzafava, Setaro, Trocolla, Valeri

15 Present 6 Absent

NOTICE OF THE SPECIAL MEETING - To be held on the 14th day of  
December, 1994 at 7:45 P.M. in the Common Council Chambers in  
City Hall for the purpose of acting upon the items listed below:

PUBLIC SPEAKING

- 1 REPORT & RESOLUTION - Demolition Rates
- 2 ORDINANCE - Deletion of Chapter Three
- 3 COMMUNICATION - Report from the Tree Supervisor

There being no further business to come before the Common  
Council a motion was made by Tom at 8:51 P.M. for the  
meeting to be adjourned.

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 14th day of December 19 94 at 7:45 o'clock p.m., at the City Hall in said Danbury.

For the purpose of

- 1. REPORT & RESOLUTION - Demolition Rates
- 2. ORDINANCE - Deletion of Chapter Three
- 3. COMMUNICATION - Report from The Tree Supervisor

Dated at Danbury, this 12th day of December 19 94.

\_\_\_\_\_  
*[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

# Report

①

The comm. to review proposed demolition rates met at 7:00 PM on Dec. 14, 1994. In attendance were comm. members Dasilva, Esposito and Scuzzo. Also in attendance were Super of Public Utilities, W. Buckley, Corp Counsel, E. Gottschalk, Mayor, Enriquez, Dr. of Finance, D. Setaro, and ex-officio members, E. Coladara, H. Scalzo, D. Outlaw and R. Gomez.

Mayor Enriquez, Super Buckley and Corp Counsel Gottschalk explained the contents of the proposed agreement and resolution. These documents have come about because of the recent discussions with the State of Conn. Dept. of Environmental Protection that have determined that the City of Danbury landfill will close in July, 1996. The City will be allowed to fill the landfill to its capacity until this time, allowing the City to take in significant revenue.

Automated Waste Disposal Inc. (A.W.D.) has offered to the City the following: A guarantee of disposal of 160,000 tons of mechanically processed demolition debris (MPDD). This would end on July 1, 1996 at a price of \$25.00 per ton, generating a guaranteed four million dollars. — To take demolition debris from sites of blight as identified by the office of the mayor at no cost for processing or disposal — To take any demolition debris generated in Danbury that is delivered to their facility at a rate that is \$10.00 less than the gate rate charged at their facility — To supply to the City the necessary equipment for disposal of waste from City residents without haulers (Moms and Pops) this to be provided until Dec. 31, 1999 — To accept at no charge to the City, upon closure of the landfill, up to 2,500 tons per year of Municipal Solid Waste (MSW) generated and collected by the City. This will include the Mom and Pop waste, City Municipal building waste, and roadside dumping waste. This also to continue until Dec. 31, 1999 — To provide transportation service necessary to dispose of M.S.W. generated by Mom and Pop disposer.

This agreement will occupy approximately a little over half of the estimated capacity of the landfill. The City will take demolition from other haulers also during this time.

Mr. Setaro stated that this proposal gives the City a set dollar

amount to count on for next year's budget deliberations.

Mr. Sciozzafara moved to recommend adoption of the Demolition Debris Disposal Agreement and the Resolution designating the Fee structure and to authorize the mayor to execute the contract. Mr. Esposito seconded the motion which passed unanimously.

The meeting adjourned at 7:45 PM.

Respectfully submitted,  
Joseph DeKelso  
John Esposito  
Joseph Sciozzafara

DEMOLITION DEBRIS DISPOSAL AGREEMENT

AGREEMENT, made this            day of December, 1994, 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 Gene F. Eriquez, its Mayor, and AUTOMATED WASTE DISPOSAL, INC., a Connecticut corporation having a principal place of business at 307 White Street, Danbury, Connecticut ("the Contractor").

TERM:

The term of this Agreement shall commence on January 9, 1995, and terminate on the later of December 31, 1999, or forty-two (42) months after the closing of the Danbury Municipal Landfill ("the Landfill").

VOLUME:

Contractor agrees to guarantee the delivery of and the City agrees to accept one hundred sixty thousand (160,000) Tons of mechanically processed demolition debris ("MPDD") which shall be delivered to the Landfill in reasonable incremental amounts.

FEES:

Contractor agrees to pay to the City a disposal fee of Twenty-Five (\$25.00) Dollars per Ton for each Ton of MPDD delivered. At the end of each month, the City will bill Contractor for the tonnage delivered during the month. Contractor will pay said billing by the twentieth (20th) day of the month succeeding the billing month.

OPTION:

If Contractor delivers the agreed amount of MPDD prior to the closing of the Landfill, it shall have the option until such closing to deliver additional amounts of MPDD at the above price if the City has available uncommitted space at the Landfill.

CONTRACTOR'S ADDITIONAL OBLIGATIONS:

Contractor agrees:

A. To support the City's Urban Blight Removal Program by processing uncrushed demolition debris from structures identified by the Office of the Mayor of the City as part of said program at no cost. The City will not charge Contractor for the disposal of such processed debris. Contractor's obligation for such processing shall terminate on July 1, 1996.

B. To charge for all demolition debris identified by affidavit and a building permit or a demolition permit to have originated from a structure located within the City delivered to Contractor's place of business at a rate which is Ten (\$10.00) Dollars per Ton less than its then currently published rate ("gate rate"). Contractor's obligation to charge such special rate shall terminate on December 31, 1999, or forty-two (42) months after the closing of the Landfill, whichever is later.

C. Commencing on the earlier of the closing of the Landfill or July 1, 1996, to supply at no cost to the City reasonably necessary equipment for the collection of Municipal Solid Waste ("MSW") generated by and delivered to the Landfill by household residents of the City who do not wish to be served by local

collectors. In addition, Contractor will supply at no cost to the City the transportation services necessary to dispose of such MSW. The City agrees to provide the pad for such equipment, to provide and pay for the electricity necessary to operate said equipment, and, except as provided in Paragraph D hereof, to pay for the disposal costs of such MSW at the customary HRRRA rates. Contractor's obligation to provide such equipment and transportation at no cost shall terminate on December 31, 1999.

D. Commencing on the closing of the Landfill to accept at no charge from the City at 307 White Street, Danbury, Connecticut, up to two thousand five hundred (2,500) Tons per calendar year of MSW generated within and collected by the City. Contractor's obligation to accept such MSW at no cost shall terminate on December 31, 1999.

DEFINITIONS:

"Closing of the Landfill" shall mean the date when the Landfill no longer accepts MSW or MPDD for deposit on site.

"Collector" shall mean any person who holds himself out to collect for a fee refuse or solid waste from residential, commercial, or other establishments.

"HRRRA" shall mean the Housatonic Resources Recovery Authority.

"Mechanically processed demolition debris" shall mean debris from the construction or demolition of structures which have been crushed by mechanical means so that the largest dimension in any direction does not exceed four (4) inches. MPDD must not contain any components that would prohibit its disposal at the Danbury

Landfill pursuant to the provision of local, State, or federal law, including, but not limited to, the provisions of Section 16A-32 of the City of Danbury Ordinances. MPDD must not contain any free draining liquid.

"Municipal Solid Waste" or "MSW" shall mean household garbage, trash, rubbish, refuse, and agricultural, commercial, governmental, and light-industrial waste normally discarded by residential or commercial generators of such waste, 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 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 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 (6) 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 (8) 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 Commissioner of the Connecticut DEP 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, (e) all other items of waste which Contractor reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to its Facility or be in violation of any judicial decision, order or action of any federal, State, or local government or 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 defined as municipal solid waste.

"Ton" shall mean a "short ton" of two thousand (2,000) pounds.

SECURITY DEPOSIT:

Contractor shall, prior to delivery of any MPDD under this Agreement, deposit with the City liquid, currently-available funds in the amount of Two Hundred Fifty Thousand (\$250,000.00) Dollars to be held by the City in an interest-bearing account as security for the performance by the Contractor of its obligations hereunder. The principal amount of the security deposit shall be held by the City until such time as Contractor has delivered to the Landfill

one hundred sixty thousand (160,000) Tons of MPDD at which time the City shall immediately return the principal amount and any accrued interest to the Contractor. Nothing shall prevent the City from drawing against this Security deposit if payment is not timely made by the Contractor of any amounts due the City.

HOURS OF OPERATION:

The Landfill will receive MPDD on Monday through Friday from 6:00 a.m. to 2:00 p.m. or at such other times as may be mutually agreeable to the City and Contractor.

WORK RULES:

Contractor, its agents, and employees shall, while they are delivering MPDD to the Landfill, act in a safe, efficient, and workmanlike fashion. The failure or refusal of any employees to so act or to follow the instructions of the operating manager of the Landfill, or to follow the work rules, practices, and procedures in effect at the Landfill shall be grounds for the ejection of such employee from the Landfill and the removal of Contractor's vehicle, whether or not the MPDD has been off-loaded.

EXCUSE OF PERFORMANCE:

The performance of any obligations under this Agreement, except for the payment of money for MPDD already delivered, may be suspended by either party in the event the transportation of MPDD by Contractor or the disposal of the MPDD by the City are prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood, or sabotage, lack

of adequate fuel, power, changes in governmental laws, regulations, rule makings, permits, approvals, requirements, orders, or actions which significantly affect the Landfill, national defense requirements, and injunctions or restraining orders.

SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

ENTIRE AGREEMENT:

This Agreement represents the entire understanding reached between the parties hereto with respect to Contractor's disposal rights of MPDD at the Landfill.

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

CITY OF DANBURY

\_\_\_\_\_  
By \_\_\_\_\_  
Gene F. Eriquez, Its Mayor,  
Duly Authorized

AUTOMATED WASTE DISPOSAL, INC.

\_\_\_\_\_  
By \_\_\_\_\_  
James E. Galante, Its President,  
Duly Authorized



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**FORESTRY DEPARTMENT**  
**(203) 797-4536**

**RICHARD K. SMITH**  
**TREE SUPERVISOR**

December 9, 1994

TO: Common Council Members  
FROM: Richard K. Smith, Tree Supervisor *ADS*  
RE: 197 Westville Avenue

I have inspected the complaint of a tree site line problem at the above mentioned address. The high banks on either side of the driveway seem to be more of a visibility problem than the tree. However, we will add the 36" maple to our tree removal list and will remove it in the future. It seems to me to improve the visibility of exiting the drive the high banks and part of the stone wall should be removed.

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

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.	DAN TROCILLA 53 Holly St. Ext	1740
2.	EILEEN COLADARCI 49 Hospital Ave	1745
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		

Each Notice so served upon each member, all having been done by me on this date 12-12-94.

Attest: Herbert C. Hawkins Jr.  
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. Tom Accorzi Forty Acre Mt Rd LEFT IN FRONT DOOR 1620
2. Michael Falzone 13 Ivy Ln. GAVE TO WOMEN IN HOUSE 1645
3. YANINA JOHNSON DR. GAVE TO FEMALE IN HOUSE 1655
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_

Each Notice so served upon each member, all having been done by me on this date 12-13-94.

Attest: Herbert C. Newberry Jr  
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>Roberto Padredo</i>	<i>7:40 PM</i>
2.	<i>James W. DeLore</i>	<i>8:50</i>
3.	<i>John Dwyer</i>	<i>9:25</i>
4.	<i>Chris G. Sitaro</i>	<i>9:28</i>
5.	<i>Tom Valeri</i>	<i>9:50</i>
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		

Each Notice so served upon each member, all having been done by me on this date 12/12/94.

Attest: *P.D. Conley*  
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. Lewis T. Chenley Jr 10:30 AM

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

11. \_\_\_\_\_

12. \_\_\_\_\_

13. \_\_\_\_\_

14. \_\_\_\_\_

15. \_\_\_\_\_

16. \_\_\_\_\_

17. \_\_\_\_\_

18. \_\_\_\_\_

19. \_\_\_\_\_

20. \_\_\_\_\_

21. \_\_\_\_\_

Each Notice so served upon each member, all having been done by me on this date 12-12-94.

Attest: P. D. Trull  
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. Left in Door 5:15 PM
2. Harry Scott 5:20 PM
3. Sean Dela 5:25 PM
4. Warren Kemp 8:15
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_

Each Notice so served upon each member, all having been done by me on this date 12/12/99.

Attest:

PO Carter

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. ERNEST Boynton of/for left side stem 2257
2. MARION J. Gallagher of/for REAR stem 2303
3. John J. Esposito of/for REAR stem 2306
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_

Each Notice so served upon each member, all having been done by me on this date 12/13/94.

Attest: P. B. Coffey  
Policemen of the City of  
Danbury