

COMMON COUNCIL - SPECIAL MEETING

JUNE 27, 1983

Meeting called to order at 7:00 O'Clock P.M. by the Honorable Mayor James E. Dyer.

PLEDGE OF ALLEGIANCE TO THE FLAG
PRAYER

ROLL CALL

Council Members - Elder, Gallo, McGarry, Foti, Torcaso, Eriquez, Esposito, Repole, Zotos, Eppoliti, McManus, DaSilva, Torian, White, Cassano, Charles, Boynton, Leopold, Butera, Evans, Farah.

134 Present 78 Absent.

NOTICE OF SPECIAL MEETING - to be held on the 27th day of June, 1983 at 7:00 O'Clock P.M. at the City Hall, for the purpose of acting upon the following:

- 01 - Jobs Bill Application.
- 02 - Appointments - Danbury Fire Department
- 03 - Offer of property for sale or lease - 14 State Street
- 04 - Senior Center Request
- 05 - Parks & Recreation request for funds
- 06 - Committee Reports
- 07 - Offer of property for sale - property at Rogers Park
- 08 - Amended W.I.C. Budget
- 09 - Memorandum of Agreement - Special Police
- 010 - Request for funds for P.A.L. Soccer Team
- 011 - Revision to Water Emergency Ordinance

RETURN OF SERVICE - Notices delivered and served by Police Officers of the City of Danbury.

A motion was made by _____ & seconded by _____ for the NOTICE & RETURN OF SERVICE to be accepted.

01
RESOLUTION

Community Development Block Grant Supplemental Funds -Emergency Jobs Bill Public Law - 98-8.

The Resolution was

02
COMMUNICATION

- Appointments - Danbury Fire Department

The Communication was _____ & Appointments _____

COMMON COUNCIL - SPECIAL MEETING

JUNE 27, 1983

Page-2

03 ✓

COMMUNICATION - Offer by Eric Erhardt and John H. O'Keefe, of property for sale or lease - 14 State Street.

The Communication was _____

04 ✓

COMMUNICATION - Request of Commission on Aging to name the building at 80 Main Street.

The Communication was _____

05 ✓

COMMUNICATION - Request for funds for Parks & Recreation

&

CERTIFICATION The Communication was _____ & transfer of funds _____

06 ✓

AD HOC COMMITTEE REPORTS

REPORT

Appointment of a Captain in the Danbury Fire Department.

The Report was _____ and appointment _____

REPORT ✓

Leasing of Hydro-Rake for Candlewood Lake.

The Report was _____

07 ✓

COMMUNICATION - Offer of S. Bernstein for sale of property abutting Rogers Park.

The Communication was _____

08 ✓

COMMUNICATION - Amended W.I.C. Budget.

&

RESOLUTION

The Communication was _____ & Resolution _____

09 ✓

COMMUNICATION - Memorandum of Agreement - Special Police.

The Agreement was _____

010 ✓

COMMUNICATION - Request for funds for P.A.L. Soccer Team

&

CERTIFICATION The Communication was _____

011 ✓

ORDINANCE - Revision to Water Emergency Ordinance

The Ordinance was _____

PUBLIC SPEAKING SESSION

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

RETURN OF SERVICE

JUNE 23, 1983

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. CONSTANCE McMANUS	1903
2. RICHARD B. ELDER	1925
3. BERNARD P. GALLO	1945
4. JOHN A. McGARRY	2000
5. RUSSELL M. FOTI	2010
6. CAROLE A. TORCASO	2021
7. GENE ERIQUEZ	2025
8. JOHN ESPOSITO	2037
9. NICHOLAS ZOTOS	2042
10. FRANK REPOLELE	2047
11. DIANE EPPOLITINI	2100
12. RICHARD M. WHITE	2107
13. ANTHONY J. CASSANO	1218 6/24
14. LOUIS T. CHARLES, JR.	1436 6/24
15. ERNEST M. BOYNTON	1111 6/24
16. JOSEPH DaSILVA	1205 6/24
17. JOHN LEOPOLD XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	1422 6/24
18. THOMAS E. EVANS	1226 6/24
19. JANET A. BUTERA	1441 6/24
20. EDWARD T. TORIAN	1153 6/24
21. MOUNIR FARAH	1116 6/24

Each Notice so served upon each member, all having been done by me on this date 6/24/83.

Attest: Charles W. Kluge
Policemen of the City of
Danbury

#6
Fire Dept

ELDER	✓	
GALLO	✓	
McGARRY	✓	
FOTI		
TORCASO	✓	
ERIQUEZ	✓	
ESPOSITO	✓	
REPOLE		
ZOTOS	✓	
EPPOLITI		
McMANUS	✓	
DaSILVA		
TORIAN	✓	
WHITE		
CASSANO	✓	
CHARLES	✓	
BOYNTON	✓	
LEOPOLD XXXXXXXXXX XXXXXXXXXX	✓	
BUTERA		
EVANS	✓	
FARAH		
TOTALS		

CITY OF DANBURY

To: _____

A special meeting of the Common Council _____ of the City of Danbury will be held on the 27th day of June, 19 83 at 7:00 o'clock p.m., at the City Hall in said Danbury.

For the purpose of acting upon the following:

- 01 - Jobs Bill Application
- 02 - Appointments - Danbury Fire Department
- 03 - Offer of property for sale or lease - 14 State Street
- 04 - Senior Center Request
- 05 - Parks & Recreation request for funds
- 06 - COMMITTEE REPORTS
- 07 - Offer of property for sale - property at Rogers Park
- 08 - Amended W.I.C. Budget
- 09 - Memorandum of Agreement - Special Police
- 010 - Request for funds for P.A.L. Soccer Team
- 011 - Revision to Water Emergency Ordinance

Dated at Danbury, this 23rd day of June, 1983

 _____ Mayor
 _____ 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.

 _____ Mayor

COMMUNITY DEVELOPMENT PROGRAM

City of Danbury

142 Deer Hill Avenue
Danbury, Connecticut 06810

J. F. LOMBARDI, JR., *Executive Director*

Area Code 203 792-1135

June 13, 1983

The Honorable James E. Dyer
Mayor
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

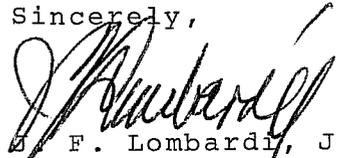
Re: Community Development Block Grant
Supplemental Funds-Emergency Jobs
Bill, Public Law 98-8

Dear Mayor Dyer:

The necessary application process in this matter has been completed and we are ready to proceed with the requirements for submission to HUD. The usual action by the Common Council authorizing the grant request must now be taken as early as possible since regulations require that the application be received by HUD prior to July 1, 1983.

I enclose the necessary Resolution which I understand could be placed on the agenda of a special Common Council meeting to possibly be scheduled soon. I also enclose the proposed use of these supplemental funds for distribution by the City Clerk to Council members.

Sincerely,



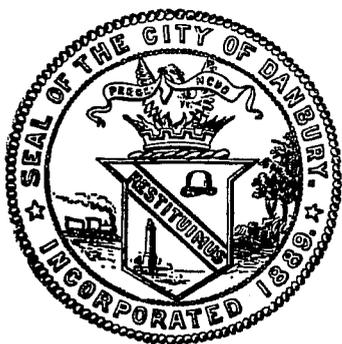
J. F. Lombardi, Jr.
Executive Director

JFL:cl

enclosures

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CITY OF DANBURY, CONNECTICUT
SUPPLEMENTAL GRANT UNDER FEDERAL JOBS BILL
PROPOSED USE OF FUNDS

<u>Organization/Activity</u>	<u>Proposed Allocation</u>
1. Program Administration	\$ 3,000
2. Danbury Scott Fanton Museum/Exterior renovation and preservation of the historically significant building owned by them at 47 Main Street	10,000
3. Danbury Health Dept/Funds to be assigned to the Non-Profit Development Corp of Danbury to acquire and renovate deteriorated and substandard residential units	68,000
4. Danbury Preservation Trust/To establish a downtown facade rehabilitation loan subsidy program in conjunction with the Danbury Downtown Council	4,000
5. Danbury Planning Department/To construct sidewalk, street and utility improvements in the Ives Street area consistent with the development planning already underway for that neighborhood.	68,000
	<hr/>
	<hr/>
Total Grant	\$ 153,000



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

That the Common Council of the City of Danbury direct the Mayor, as the Chief Executive Officer of the City of Danbury, to make application on behalf of the City of Danbury to the United States Department of Housing and Urban Development for supplemental grant funds allocated under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as authorized by the Emergency Jobs Bill of 1983, Public Law 98-8.



GOODFELLOW-ASHMORE AGENCY, INC. / Real Estate Since 1954

(203) 744-7000

54 Main St., P.O. Box 617, Danbury, CT 06810-0617

June 21, 1983

Honorable James Dyer
Office of the Mayor
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mr. Dyer:

I have been instructed by Mr. Eric Erhardt and Mr. John H. O'Keefe prospective owners of property located at 14 State Street, Danbury, CT, to inform you that the subject property will be available either for sale or lease in the very near future. The property includes two buildings. Building #1 is approximately 12,000 square feet and building #2 contains 3,392 square feet. These buildings have been utilized in the past as repair facilities for the Chevrolet Agency.

If the City of Danbury is interested either in the leasing or purchasing of this property I would appreciate the opportunity of presenting a more detailed proposal. I am enclosing a sketch of the subject property for your use.

The Goodfellow-Ashmore Agency has an Exclusive Right to Sell or Lease Agreement on this property.

Very truly yours,

G-A REAL ESTATE AGENCY

Bill Joli
Bill Joli

BJ:kl

enc.

cc: Eric Erhardt
John O'Keefe

Individual Membership
Society of Industrial
Realtors





4

DANBURY MODEL SENIOR CENTER

80 ~~155~~ MAIN STREET ~~BOX No. 4~~
DANBURY, CONNECTICUT 06810
(203) 792-4482

LEO McILRATH
Administrative Director

~~XXXXXXXXXXXXXXXXXXXX~~
~~FRANKA SCHOLZBERGER~~
Program Coordinator

Fran Hendrickson

June 17, 1983

Mayor James E. Dyer
The City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Dear Mayor Dyer,

The Danbury Commission on Aging, at its last meeting in June, voted unanimously to call the senior center at 80 Main Street, The Old Jail/ The Danbury Senior Center.

Several different names have been offered over the past months to the commission but most of these were variations of the same theme.

It is inspiring to know that people are concerned for both the past and the historical significance of the building and at the same time, they wish to include its present and future purpose. All of this seems to focus on the fact that this building and the community that it will house is a "living tradition".

By this letter, the Danbury Commission on Aging respectfully requests your approval and that of the Danbury Common Council to name the building at 80 Main Street, "The Old Jail/The Danbury Senior Center".

If this meets with your approval, the commission will begin work on an appropriate sign that will be placed near the front of the building.

Sincerely,
Leo McIlrath
Leo McIlrath



CITY OF DANBURY
DEPARTMENT OF PARKS & RECREATION

City Hall — 155 Deer Hill Avenue

DANBURY, CONNECTICUT 06810

Robert G. Ryerson
Director

Area 203
797-4632 Ext. 330

June 21, 1983

TO: Mayor James E. Dyer & Members of the Common Council
FROM: Robert G. Ryerson, Director of Parks & Recreation
RE: Unforeseen Expenses in 82-83 Budget

I have been informed by the Comptroller's Office that the following Account Numbers will be overexpended at the end of this fiscal year:

		<u>As of 5/31/83</u>	<u>Estimated 6/30</u>
023000	Utility Service	-\$1,530.00	-\$3,400.00
042500	Motor Fuel	-\$1,085.00	-\$1,600.00
			<u>-\$5,000.00</u>

Budget 1983 As Adopted

023000.....\$18,000.00
042500..... 5,500.00

These overexpenditures were an unforeseen expense. I request that the estimated figures be transferred from the Contingency Fund to the appropriate accounts.

RGR:tw



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

June 24, 1983

TO: Common Council via
Mayor James E. Dyer

Certification #151

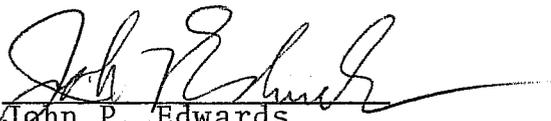
FROM: John P. Edwards

We hereby certify to the availability of \$5,000.00 in the General Fund, Fund Balance account to be transferred to the following Parks and Recreation accounts.

02-08-130-023000	Utility Service	\$ 3,400.00
02-08-130-042500	Motor Fuel	1,600.00
		<u>\$ 5,000.00</u>

This certification good only if approved by June 30, 1983.

Previous balance of Fund Balance	\$ 30,897.29
Less pending request	7,000.00
Less this request	5,000.00
	<u>\$ 18,897.29</u>


John P. Edwards
Comptroller

JPE/af



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

June 7, 1983

Dear Council Members:

I am respectfully requesting your confirmation of the appointment of William David as a Captain in the Danbury Fire Department.

Lt. David placed first on the Civil Service list. He has been a member of the Fire Department for ten years, is an EMT, and is state certified as a firefighter three.

The appointment will be effective upon the date of the swearing-in ceremony.

Sincerely yours,

A handwritten signature in cursive script, reading "James E. Dyer".

James E. Dyer

MAYOR

cc: Chief Bertalovitz
Lt. David
Civil Service
Comptroller
Personnel
Payroll



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

THEODORE H. GOLDSTEIN
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
THOMAS G. WEST
SANDRA V. LEHENY
TERRY L. SACHS

ASSISTANT CORPORATION
COUNSEL

June 7, 1983

PLEASE REPLY TO:

DANBURY, CT 06810

Hon. Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Dear Council Members:

It is my understanding that there are some questions concerning the Mayor's appointment of Lt. William David as a Captain in the Danbury Fire Department.

Please be advised that although a declaratory judgment request has been filed in connection with the recent Fire Captain's exam, no legal restraint presently exists which would prevent confirmation of Mr. David at this time. Accordingly, the Office of the Corporation Counsel has no objection to Common Council confirmation of the appointment.

Respectfully submitted,

Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

Date:

COMMON COUNCIL COMMITTEE REPORT

The Committee formed to review the request for confirmation of the appointment of William David as a Captain in the Danbury Fire Department, met on June 16, 1983 at 7:30 P.M.

In attendance were committee members, Torian, Zotos and Gallo, Assistant Corporation Counsel E. Gottschalk, Personnel Director E. Merullo, Councilman Esposito, Firefighters Union representatives and their Attorney, Barbara Collins.

The committee is aware of the pending lawsuit involving the Firefighter's Union and the City of Danbury; accordingly it invited the Union representatives to express their comments in connection with the proposed appointment of William David to the rank of Captain in the Danbury Fire Department.

Attorney Collins summarized the Union's position on this matter by questioning whether temporarily appointed Lieutenants and Captains should rightfully be given the same chance to compete on exams as permanently appointed Lieutenants and Captains.

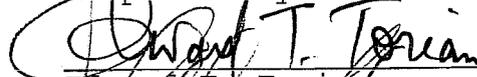
At 7:50 P.M. a motion was made and seconded to go into Executive Session. Attorney Gottschalk was called in to discuss the ramifications of the litigation in process. The regular committee meeting reconvened at 8:05 P.M.

Section 8-19(4) of the Danbury Code of Ordinances reads as follows: "All applicants for promotion to Captain shall have served a minimum of one (1) year as a lieutenant in the regular Fire Department and also have completed at least six (6) years of service in the regular Fire Department".

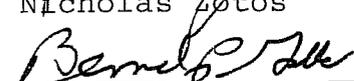
The employment history of Mr. David which was provided to the committee by the Personnel Director clearly indicates that Mr. David has satisfied the requirements of Section 8-19(4) of the Danbury Code of Ordinances.

Councilman Zotos motioned that the committee recommend confirmation of the appointment of William David to Captain of the Danbury Fire Dept., seconded by Councilman Gallo. Motion passed unanimously.

Respectfully submitted


Edward T. Torian Chairman


Nicholas Zotos


Bernard P. Gallo



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

THEODORE H. GOLDSTEIN,
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
SANDRA VILARDI LEHENY
THOMAS G. WEST
ASSISTANT CORPORATION
COUNSEL

October 5, 1982

PLEASE REPLY TO:

DANBURY, CT 06810

MEMO TO: John M. Hanna, Chief Examiner, Civil Service Commission
FROM: Eric L. Gottschalk, Assistant Corporation Counsel
RE: Temporary Employees

I have your memo of September 30, 1982 in which you ask whether or not an individual holding a temporary or interim appointment to a position may take an examination for promotion to a higher ranking position without ever having obtained permanent status in the lower ranking position. The example forwarded by you involves an individual serving as a Lieutenant in an interim capacity who wishes to take the promotional examination for a vacant Captain's position. The individual has never held the position of Lieutenant on a permanent basis. May the Lieutenant take the promotional examination for the Captain's position?

The ordinance establishing qualifications for appointment to the position of Captain requires only that the applicant shall have served a minimum of one year as a Lieutenant in the regular Fire Department and also have completed at least six years of service in the regular Fire Department. Nowhere is it required that permanent appointment as a Lieutenant be obtained. It is the opinion of this office that, although serving in an interim capacity, the requirement of service as a Lieutenant is nonetheless met. If the applicant has served for the requisite period of time, he is qualified subject to other conditions and requirements as may apply.

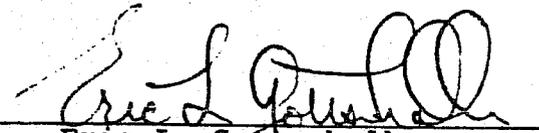
In response to another point raised in your memo, please note, I find no requirement that interim or temporary appointments be confirmed. The procedure followed should be analogous to that applicable to provisional appointments, as specified in Civil Service Rules, requiring only the approval of the Mayor as appointing authority.

To: John M. Hanna, Chief Examiner
Re: Temporary Employees

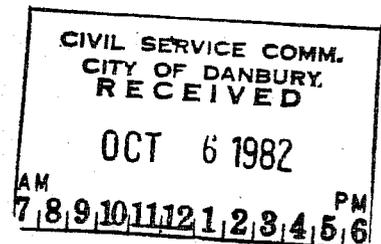
October 5, 1982

-2-

Finally, it would seem that permitting temporary or interim employees to participate in a promotional examination works not just to the benefit of the employee, but also to the benefit of the City by enlarging the pool of potential candidates from which the most qualified will be chosen. If a candidate for the Captain's position has served as a Lieutenant for one year, albeit in an acting capacity, and if the candidate finishes first in the examination process, why should he or she not be appointed?


Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr





CITY OF DANBURY
CIVIL SERVICE COMMISSION

155 Deer Hill Avenue

DANBURY, CONNECTICUT 06810

797-4548 797-4549

NICHOLAS NERO, *Chairman*
WILLIAM A. HEALY
CARMINE BUTERA
JOHN M. HANNA, *Chief Examiner*

Eric Gottschalk
Assistant Corporation Counsel
155 Deer Hill Ave.
Danbury, Ct. 06810

1

September 30, 1982

RE: Temporary Employees.

Dear Eric,

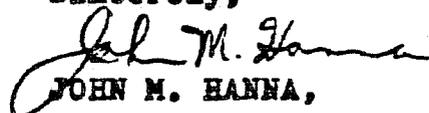
The attached correspondence was received by the Civil Service Commission. As you can see, it questions the status of temporary employees in regards to promotional examinations. I might raise the following points:

1. The ordinance, and the job description, state that an individual "... shall have served a minimum of one year as a lieutenant..." (emphasis added)
2. According to Civil Service definitions, a temporary Civil Service appointment lasts until a list has been established. These appointments can, and on occasion do last for more than one year.
3. Although temporary appointments were made by the mayor, they were never confirmed by the Common Council, as required by charter. What effect would this have on this situation?

To sum up, our question is the same as that stated in the attached letter: Does a temporary officer gain access to an advanced examination without ever holding permanent status in a lower officer's rank?

Your very prompt reply would be appreciated.

Sincerely,


JOHN M. HANNA,

Chief Examiner

JMH/fk

enc.

Banbury Fire Fighters Association, Local 801

ORGANIZED OCTOBER 9, 1944

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

*Affiliated with American Federation of Labor, Connecticut Federation of Labor
and Central Labor Union of Danbury and Vicinity*

12

P.O. BOX 901 — 19 NEW STREET
DANBURY, CONN. 06810

ADDRESS: 19 New Street
c/o P. O. Box 901
Danbury, Ct. 06810

DATE: Sept. 29, 1982

To: Civil Service Commission, City of Danbury
From: Louis P. DeMici, Pres., Local 801 I.A.F.F.
Re: Temporary Appointments - Promotional Exams

Dear Commission:

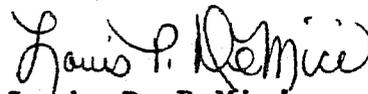
In light of the recent temporary appointments to various Officer's Ranks within the Danbury Fire Dept., made by the Mayor of the City of Danbury, I would like the commissions ruling on the following:

If an individual has held a temporary rank for 1yr. or more, would this individual be eligible to take a promotional exam for the next rank, keeping in mind that the position held previous was temporary and never confirmed by the Common Council.

EXAMPLE: An individual, picked by the Mayor to fill a Lt.'s position on a temporary basis and is serving in that position for 1yr. or more, would that individual be eligible to take a Captain's Test, or would that individual have to take the Lt.'s Test.

Would you kindly reply in writing to the Local on this matter.

Sincerely yours,



Louis P. DeMici
Pres. Local 801 I.A.F.F.

CIVIL SERVICE COMM.
CITY OF DANBURY
RECEIVED

SEP 29 1982

AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

ELIGIBILITY LIST

POSITION: FIRE CAPTAIN

DEPT.: FIRE DEPT.

DATE PROMULGATED: APRIL 5, 1983

EXPIRATION DATE: APRIL 5, 1984

NAME & ADDRESS:

1. William David
5 Wood St.
Danbury, Ct. 06810
792-4860
2. Thomas Morris
1 Devonshire Dr.
Danbury, Ct. 06810
744-5675
3. John Murphy
14 Starr St.
Danbury, Ct. 06810
748-3178
4. Delaney Ryan
Zinn Rd.
Danbury, Ct. 06810
743-7970
5. Eugene Singer
4 Bennett Place
Danbury, Ct. 06810
744-5249
6. Joseph Fasone
23 Candlelight Dr.
Danbury, Ct. 06810
748-3161



6 X

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

Date:

COMMON COUNCIL COMMITTEE REPORT

The Committee formed to review the request for confirmation of the appointment of William David as a Captain in the Danbury Fire Department, met on June 16, 1983 at 7:30 P.M.

In attendance were committee members, Torian, Zotos and Gallo, Assistant Corporation Counsel E. Gottschalk, Personnel Director E. Merullo, Councilman Esposito, Firefighters Union representatives and their Attorney, Barbara Collins.

The committee is aware of the pending lawsuit involving the Firefighter's Union and the City of Danbury; accordingly it invited the Union representatives to express their comments in connection with the proposed appointment of William David to the rank of Captain in the Danbury Fire Department.

Attorney Collins summarized the Union's position on this matter by questioning whether temporarily appointed Lieutenants and Captains should rightfully be given the same chance to compete on exams as permanently appointed Lieutenants and Captains.

At 7:50 P.M. a motion was made and seconded to go into Executive Session. Attorney Gottschalk was called in to discuss the ramifications of the litigation in process. The regular committee meeting reconvened at 8:05 P.

Section 8-19(4) of the Danbury Code of Ordinances reads as follows:
"All applicants for promotion to Captain shall have served a minimum of one (1) year as a lieutenant in the regular Fire Department and also have completed at least six (6) years of service in the regular Fire Department"

The employment history of Mr. David which was provided to the committee by the Personnel Director clearly indicates that Mr. David has satisfied the requirements of Section 8-19(4) of the Danbury Code of Ordinances.

Councilman Zotos motioned that the committee recommend confirmation of the appointment of William David to Captain of the Danbury Fire Dept., seconded by Councilman Gallo. Motion passed unanimously.

Respectfully submitted

Chairman

Edward T. Torian

Nicholas Zotos

Bernard P. Gallo



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

THEODORE H. GOLDSTEIN,
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
SANDRA VILARDI LEHENY
THOMAS G. WEST
ASSISTANT CORPORATION
COUNSEL

PLEASE REPLY TO:

October 5, 1982

DANBURY, CT 06810

MEMO TO: John M. Hanna, Chief Examiner, Civil Service Commission
FROM: Eric L. Gottschalk, Assistant Corporation Counsel
RE: Temporary Employees

I have your memo of September 30, 1982 in which you ask whether or not an individual holding a temporary or interim appointment to a position may take an examination for promotion to a higher ranking position without ever having obtained permanent status in the lower ranking position. The example forwarded by you involves an individual serving as a Lieutenant in an interim capacity who wishes to take the promotional examination for a vacant Captain's position. The individual has never held the position of Lieutenant on a permanent basis. May the Lieutenant take the promotional examination for the Captain's position?

The ordinance establishing qualifications for appointment to the position of Captain requires only that the applicant shall have served a minimum of one year as a Lieutenant in the regular Fire Department and also have completed at least six years of service in the regular Fire Department. Nowhere is it required that permanent appointment as a Lieutenant be obtained. It is the opinion of this office that, although serving in an interim capacity, the requirement of service as a Lieutenant is nonetheless met. If the applicant has served for the requisite period of time, he is qualified subject to other conditions and requirements as may apply.

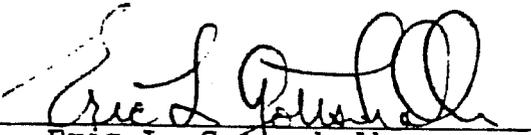
In response to another point raised in your memo, please note, I find no requirement that interim or temporary appointments be confirmed. The procedure followed should be analogous to that applicable to provisional appointments, as specified in Civil Service Rules, requiring only the approval of the Mayor as appointing author

To: John M. Hanna, Chief Examiner
Re: Temporary Employees

October 5, 1982

-2-

Finally, it would seem that permitting temporary or interim employees to participate in a promotional examination works not just to the benefit of the employee, but also to the benefit of the City by enlarging the pool of potential candidates from which the most qualified will be chosen. If a candidate for the Captain's position has served as a Lieutenant for one year, albeit in an acting capacity, and if the candidate finishes first in the examination process, why should he or she not be appointed?


Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr

CIVIL SERVICE COMM.
CITY OF DANBURY,
RECEIVED
OCT 6 1982
AM 7 8 9 10 11 12 1 2 3 4 5 6 PM



CITY OF DANBURY
CIVIL SERVICE COMMISSION

155 Deer Hill Avenue
DANBURY, CONNECTICUT 06810
797-4548 797-4549

NICHOLAS NERO, *Chairman*
WILLIAM A HEALY
CARMINE BUTERA
JOHN M. HANNA, *Chief Examiner*

Eric Gottschalk
Assistant Corporation Counsel
155 Deer Hill Ave.
Danbury, Ct. 06810

1

September 30, 1982

RE: Temporary Employees.

Dear Eric,

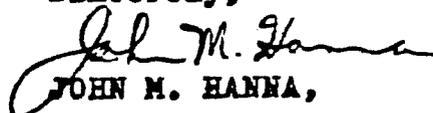
The attached correspondence was received by the Civil Service Commission. As you can see, it questions the status of temporary employees in regards to promotional examinations. I might raise the following points:

1. The ordinance, and the job description, state that an individual "... shall have served a minimum of one year as a lieutenant..." (emphasis added)
2. According to Civil Service definitions, a temporary appointment lasts until a list has been established. These appointments can, and on occasion do last for more than one year.
3. Although temporary appointments were made by the mayor, they were never confirmed by the Common Council, as required by charter. What effect would this have on this situation?

To sum up, our question is the same as that stated in the attached letter: Does a temporary officer gain access to an advanced examination without ever holding permanent status in a lower officer's rank?

Your very prompt reply would be appreciated.

Sincerely,


JOHN M. HANNA,

Chief Examiner

Danbury Fire Fighters Association, Local 801

ORGANIZED OCTOBER 9, 1944

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

*Affiliated with American Federation of Labor, Connecticut Federation of Labor
and Central Labor Union of Danbury and Vicinity*

12

P.O. BOX 901 — 19 NEW STREET
DANBURY, CONN. 06810

ADDRESS: 19 New Street
c/o P. O. Box 901
Danbury, Ct. 06810

DATE: Sept. 29, 1982

To: Civil Service Commission, City of Danbury
From: Louis P. DeMici, Pres., Local 801 I.A.F.F.

Re: Temporary Appointments - Promotional Exams

Dear Commission:

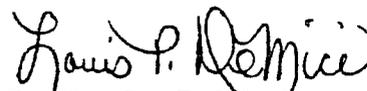
In light of the recent temporary appointments to various Officer's Ranks within the Danbury Fire Dept., made by the Mayor of the City of Danbury, I would like the commissions ruling on the following:

If an individual has held a temporary rank for 1yr. or more, would this individual be eligible to take a promotional exam for the next rank, keeping in mind that the position held previous was temporary and never confirmed by the Common Council.

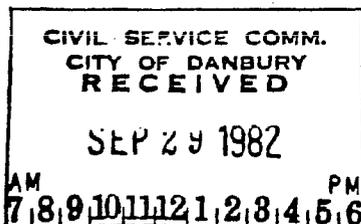
EXAMPLE: An individual, picked by the Mayor to fill a Lt.'s position on a temporary basis and is serving in that position for 1yr. or more, would that individual be eligible to take a Captain's Test, or would that individual have to take the Lt.'s Test.

Would you kindly reply in writing to the Local on this matter.

Sincerely yours,



Louis P. DeMici
Pres. Local 801 I.A.F.F.



ELIGIBILITY LIST

POSITION: FIRE CAPTAIN

DEPT.: FIRE DEPT.

DATE PROMULGATED: APRIL 5, 1983

EXPIRATION DATE: APRIL 5, 1984

NAME & ADDRESS:

1. William David
5 Wood St.
Danbury, Ct. 06810
792-4860
2. Thomas Morris
1 Devonshire Dr.
Danbury, Ct. 06810
744-5675
3. John Murphy
14 Starr St.
Danbury, Ct. 06810
748-3178
4. Delaney Ryan
Zinn Rd.
Danbury, Ct. 06810
743-7970
5. Eugene Singer
4 Bennett Place
Danbury, Ct. 06810
744-5249
6. Joseph Fasone
23 Candlelight Dr.
Danbury, Ct. 06810
748-3161



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

June 13, 1983

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Dear Mayor Dyer and Council Members:

Since chemical application has not been permitted this year through a ruling of the D.E.P., I respectfully request that you consider leasing a hydro-rake which will remove roots along with stalks and foilage of the water milfoil plants that are proliferating our beach areas at Lake Candlewood.

I also respectfully request that the bidding process be waived due to the piece of equipment being "one of a kind" and the emergency situation of the weed growth we are already experiencing.

The funding has already been made available for this project in a \$9,000 allocation for weed treatment to the Parks and Recreation Department, therefore, no further funding will be necessary. Thank you.

Very truly yours,

Carole A. Torcaso
Councilperson



(212) 894-8501

(212) 894-8513

Stanley Bernstein Poly-Fol Corp.

INSTITUTIONAL INSTALLATIONS, ARTIFICIAL FOLIAGE & FLOWERS, LIVE PLANTINGS
SALES • RENTALS • MAINTENANCE

80-00 COOPER AVENUE
GLENDALE, N.Y. 11385

June 7, 1983

Honorable James Dyer, Mayor
City Hall
West Street
Danbury, Connecticut 06810

Re: Roger Park - Acreage Site 4.1 acres

Dear Mr. Mayor:

The undersigned is the owner of 4.1 acres of land in Roger Park. This site abuts the Junior High School and lake on the rear, and runs behind the Ives Historical house.

It is an ideal site for the consideration of the Housing Authority for multiple housing development.

I would be very pleased to delve into the matter further with you or your authorized representative, along with my representative, Ms. Judith Sheer.

Very truly yours,

STANLEY BERNSTEIN POLY-FOL CORP.

Stanley Bernstein
Stanley Bernstein

sb/p



CITY OF DANBURY

HEALTH DEPARTMENT

DANBURY, CONNECTICUT 06810

20 WEST STREET
797-4625

FRANK GROSSO, JR., M.P.H.
DIRECTOR OF HEALTH

June 17, 1983

TO: James E. Dyer
Mayor, City of Danbury

FROM: Frank Grosso, Jr., M.P.H.
Director of Health

SUBJECT: Amended W.I.C. Budget

According to John Edwards, because we requested and were granted additional money for the W.I.C. Program, the council must now resolve to accept the amended budget. The W.I.C. year ends September 30, 1983, giving us little time to spend the money. Should a special meeting be scheduled before the next regular meeting (July 5), I would appreciate placing this resolution request on the agenda.

Thank you.



Frank Grosso, Jr.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

June 27 _____ A. D., 1983

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Connecticut State Department of Health Services makes funds available to local Health Departments in accordance with §§ 4-8 and 19-10 of the Connecticut General Statutes; and

WHEREAS, the City of Danbury through the Danbury Health Department continues to provide services through the Danbury Women, Infant and Children (WIC) Program; and

WHEREAS, the City of Danbury made application for a continuation grant in an amount not to exceed \$96,000 with no local match; and

WHEREAS, funding has been made available through the State of Connecticut in the amount of \$105,092;

NOW, THEREFORE, BE IT RESOLVED THAT the City of Danbury accept the funds made available through the State of Connecticut and, further, that the WIC Program budget be adjusted accordingly.



STATE OF CONNECTICUT

DEPARTMENT OF HEALTH SERVICES

OFFICE OF PUBLIC HEALTH

*1 copy of 5 to
T. Grosso
Dr Draper
D. Sakoro
B. Goney*

June 8, 1983

Adrienne Brownell-Altavela, Coordinator
Danbury WIC Program
254 Main Street
Danbury, Connecticut 06810

Dear Adrienne:

Attached please find the revised first amendment to your original contract for Fiscal Year 82-83.

In order to facilitate your final contract, we have taken the liberty of discarding the first amendment that you recently submitted to us.

Sincerely,

A handwritten signature in cursive script, appearing to read "John Maltese".

John Maltese
State WIC Coordinator

JM/nad
Enclosure

Phone: 566-7741

79 Elm Street — Hartford, Connecticut 06115

An Equal Opportunity Employer

The named parties hereby enter into agreement subject to the terms and conditions stated herein and subject to the availability of appropriated funds.

Original Amendme #

CONTRACTOR	NAME AND ADDRESS OF CONTRACTOR (Enter Social Security No., if applicable) DANBURY HEALTH DEPARTMENT 254 Main Street, Danbury, Connecticut 06810										
STATE AGENCY	AGENCY NAME AND ADDRESS CONNECTICUT STATE DEPARTMENT OF HEALTH SERVICES 79 Elm Street, Hartford, Connecticut 06106							AGENCY NO. 4001	IDENTIFICATION M P.S.#		
CONTRACT PERIOD	FROM (Date) Oct. 1, 1982		THROUGH (Date) Sept. 30, 1983		INDICATE <input type="checkbox"/> Master Agreement <input checked="" type="checkbox"/> Contract Award		No. _____		<input checked="" type="checkbox"/> Neither		
CANCELLATION CLAUSE	This contract shall remain in full force and effect until cancelled by either party giving the other party written notice of such intention (Required days notice specified at right)							Required No. of days written notice:		30	
COMPLETE DESCRIPTION OF SERVICE <i>(Include special provisions- Use additional blank sheets of same size if required)</i>	<p>CONTRACTOR AGREES TO</p> <p>That paragraph 3a of the original contract is amended to increase the total amount of this contract by SEVENTEEN THOUSAND, FIVE HUNDRED NINETY-TWO DOLLARS (\$17,592.00) from EIGHTY-SEVEN THOUSAND, FIVE HUNDRED (\$87,500.00) to ONE HUNDRED FIVE THOUSAND, NINETY-TWO DOLLARS (\$105,092.00).</p> <p>Paragraph 3b is amended to read Expenditures must be made in accordance with the approved budget on file with the State Agency. Line item changes of less than \$500.00 within the overall budget total may be made without approval of the State Agency. The State Agency must be notified of the changes made. Any budget changes in excess of \$500.00 must be approved in advance by the State Agency.</p> <p>All other provisions of the contract remain unchanged.</p>										
COST AND SCHEDULE OF PAYMENTS	PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICE Periodic payments shall be made as deemed necessary by the Department, not to exceed a total of ONE HUNDRED FIVE THOUSAND, NINETY-TWO DOLLARS (\$105,092.00).										
STATE USE ONLY	STATUTORY AUTHORITY Sec. 4-8 Sec. 19A-32 CT. General Statutes	ACCTG. CLASS TO WHICH CHARGED	YEAR 82-83	FUND 0	AGENCY 4001	SP. ID. 935	FUNC. 4	ACTIVITY 4	CHAR. Major 5	OBJ. Minor 33	
EXECUTIVE ORDERS	This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated here by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor, agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3, and that he will not discriminate in his employment practices or policies; will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance regard to listing all employment openings with the Connecticut State Employment Service.										
NON-DISCRIMINATION CLAUSE	The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as relate to the provisions of Sec. 4-114a of the Connecticut General Statutes, as amended.										
INSURANCE	The contractor agrees that while performing duties specified in this contract that he shall carry sufficient insurance (liability and/or other) according to the nature of the work to be performed to "save harmless" the State of Connecticut from any insurable cause what-so-ever. Certificates of same are to be filed with the agency prior to the performance of services if requested.										
STATE LIABILITY	The State of Connecticut assumes no liability for payment under the terms of this agreement until said contractor is notified that said agreement has been approved by the office of Policy and Management (OPM) or Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.										
ACCEPTED	CONTRACTOR (Owner or authorized)				TITLE				DATE		
	James E. Dyer										
APPROVALS	AGENCY (Authorized Official)				TITLE				DATE		
APPROVALS	SIGNED (Office of Policy & Mgmt./Dept. of Admin. Services)				TITLE				DATE		
	ATTORNEY GENERAL (As to form)										
DISTRIBUTION	ORIGINAL: Contractor PART 2: Agency PART 3: OPM/DAS PART 4: Atty. Gen'l PART 5: Comptroller										

This is to certify that _____
(Name)

is the _____
(Title)

of _____
(Organization Name and Address)

And that _____ was authorized to sign any and all
(Date)

contracts and amendments thereof with the State of Connecticut Department of Health Services, on behalf of said organization, in order to operate a supplemental food program for low income women, infants and children.

And I do further certify that the above authorization has not been revoked, and is now in full force and effect.

(Signature of Certifying Official)

(Printed or Typed Name)

(Title)

(Date)

BUDGET SUMMARY SHEET

AGENCY Danbury WIC Program

Date FY 1983

A. GENERAL ADMINISTRATION

1. Personnel Compensation	<u>\$57,043.00</u>
2. Personnel Fringe Benefit	<u>13,575.00</u>
3. Travel Detail	<u>696.00</u>
4. Space Rental	<u>2,459.00</u>
5. Equipment Detail	<u>4,378.00</u>
6. Other Costs	<u>3,956.00</u>
7. Materials & Supplies	<u>4,556.00</u>

TOTAL GENERAL ADMINISTRATION

\$8,270.00

B. NUTRITION EDUCATION

1. Personnel Compensation	<u>\$18,105.00</u>
2. Personnel Fringe Benefit	<u>3,990.00</u>
3. Travel Detail	<u>288.00</u>
4. Space Rental	<u>-----</u>
5. Equipment Detail	<u>-----</u>
6. Other Costs	<u>-----</u>
7. Materials & Supplies	<u>-----</u>

TOTAL NUTRITION EDUCATION

\$22,383.00

C. CERTIFICATION COSTS

1. Personnel Compensation	<u>-----</u>
2. Personnel Fringe Benefit	<u>-----</u>
3. Travel Detail	<u>-----</u>
4. Space Rental	<u>-----</u>
5. Equipment Detail	<u>-----</u>
6. Other Costs	<u>-----</u>
7. Materials & Supplies	<u>-----</u>

TOTAL CLINIC COSTS

TOTAL BUDGET

\$105,092.00

Prepare in quintuplicate.

The named parties hereby enter into agreement subject to the terms and conditions stated herein and subject to the availability of appropriated funds.

CONTRACTOR	NAME AND ADDRESS OF CONTRACTOR (Enter Social Security No., if applicable)			
	DANBURY HEALTH DEPARTMENT 254 Main Street, Danbury, Connecticut 06810			
STATE AGENCY	AGENCY NAME AND ADDRESS			AGENCY NO.
	CONNECTICUT STATE DEPARTMENT OF HEALTH SERVICES 79 Elm Street, Hartford, Connecticut 06106			4001
CONTRACT PERIOD	FROM (Date)	THROUGH (Date)	INDICATE	
	Oct. 1, 1982	Sept. 30, 1983	<input type="checkbox"/> Master Agreement	<input type="checkbox"/> Contract Award
CANCELLATION CLAUSE	This contract shall remain in full force and effect until cancelled by either party giving the other party written notice of such intention (Required days notice specified at right)			Required No. of days written notice: 30

COMPLETE DESCRIPTION OF SERVICE
 (Include special provisions- Use additional blank sheets of same size if required)

CONTRACTOR AGREES TO

That paragraph 3a of the original contract is amended to increase the total amount of this contract by SEVENTEEN THOUSAND, FIVE HUNDRED NINETY-TWO DOLLARS (\$17,592.00) from EIGHTY-SEVEN THOUSAND, FIVE HUNDRED (\$87,500.00) to ONE HUNDRED FIVE THOUSAND, NINETY-TWO DOLLARS (\$105,092.00).

Paragraph 3b is amended to read Expenditures must be made in accordance with the approved budget on file with the State Agency. Line item changes of less than \$500.00 within the overall budget total may be made without approval of the State Agency. The State Agency must be notified of the changes made. Any budget changes in excess of \$500.00 must be approved in advance by the State Agency.

All other provisions of the contract remain unchanged.

COST AND SCHEDULE OF PAYMENTS

PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES

Periodic payments shall be made as deemed necessary by the Department, not to exceed a total of ONE HUNDRED FIVE THOUSAND, NINETY-TWO DOLLARS (\$105,092.00).

STATE USE ONLY	STATUTORY AUTHORITY	ACCTG. CLASS TO WHICH CHARGED	YEAR	FUND	AGENCY	SP. ID.	FUNC.	ACTIVITY	CHAR. Major	OBJ. Minor
	Sec. 4-8 Sec. 19A-32 CT. General Statutes		82-83	0	4001	935	4	4	5	33

EXECUTIVE ORDERS

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

NON-DISCRIMINATION CLAUSE

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as relate to the provisions of Sec. 4-114a of the Connecticut General Statutes, as amended.

INSURANCE

The contractor agrees that while performing duties specified in this contract that he shall carry sufficient insurance (liability and/or other) according to the nature of the work to be performed to "save harmless" the State of Connecticut from any insurable cause what-so-ever. Certificates of same are to be filed with the agency prior to the performance of services if requested.

STATE LIABILITY

The State of Connecticut assumes no liability for payment under the terms of this agreement until said contractor is notified that said agreement has been approved by the office of Policy and Management (OPM) or Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

ACCEPTED	CONTRACTOR (Owner or authorized)	TITLE	DATE
	James E. Dyer		
APPROVALS	AGENCY (Authorized Official)	TITLE	DATE
APPROVALS	SIGNED (Office of Policy & Mgmt./Dept. of Admin. Services)	TITLE	DATE
	ATTORNEY GENERAL (As to form)		

This is to certify that _____
(Name)

is the _____
(Title)

of _____
(Organization Name and Address)

And that _____ was authorized to sign any and all
(Date)

contracts and amendments thereof with the State of Connecticut Department of Health Services, on behalf of said organization, in order to operate a supplemental food program for low income women, infants and children.

And I do further certify that the above authorization has not been revoked, and is now in full force and effect.

(Signature of Certifying Official)

(Printed or Typed Name)

(Title)

(Date)

BUDGET SUMMARY SHEET

AGENCY Danbury WIC Program

Date FY 1983

A. GENERAL ADMINISTRATION

1. Personnel Compensation	<u>\$57,043.00</u>
2. Personnel Fringe Benefit	<u>13,575.00</u>
3. Travel Detail	<u>696.00</u>
4. Space Rental	<u>2,459.00</u>
5. Equipment Detail	<u>4,378.00</u>
6. Other Costs	<u>3,956.00</u>
7. Materials & Supplies	<u>4,556.00</u>

TOTAL GENERAL ADMINISTRATION

\$8,270.00

B. NUTRITION EDUCATION

1. Personnel Compensation	<u>\$18,105.00</u>
2. Personnel Fringe Benefit	<u>3,990.00</u>
3. Travel Detail	<u>288.00</u>
4. Space Rental	<u>-----</u>
5. Equipment Detail	<u>-----</u>
6. Other Costs	<u>-----</u>
7. Materials & Supplies	<u>-----</u>

TOTAL NUTRITION EDUCATION

\$22,383.00

C. CERTIFICATION COSTS

1. Personnel Compensation	<u>-----</u>
2. Personnel Fringe Benefit	<u>-----</u>
3. Travel Detail	<u>-----</u>
4. Space Rental	<u>-----</u>
5. Equipment Detail	<u>-----</u>
6. Other Costs	<u>-----</u>
7. Materials & Supplies	<u>-----</u>

TOTAL CLINIC COSTS

TOTAL BUDGET

\$105,092.00

Prepare in quintuplicate.

The named parties hereby enter into agreement subject to the terms and conditions stated herein and subject to the availability of appropriated funds.

Original Amendm

CONTRACTOR											
NAME AND ADDRESS OF CONTRACTOR (Enter Social Security No., if applicable) DANBURY HEALTH DEPARTMENT 254 Main Street, Danbury, Connecticut 06810											
STATE AGENCY							AGENCY NO.		IDENTIFICATION		
AGENCY NAME AND ADDRESS CONNECTICUT STATE DEPARTMENT OF HEALTH SERVICES 79 Elm Street, Hartford, Connecticut 06106							4001		P.S.#		
CONTRACT PERIOD			INDICATE								
FROM (Date) THROUGH (Date) Oct. 1, 1982 Sept. 30, 1983			<input type="checkbox"/> Master Agreement				<input type="checkbox"/> Contract Award				
CANCELLATION CLAUSE							No. _____		<input checked="" type="checkbox"/> Neither		
This contract shall remain in full force and effect until cancelled by either party giving the other party written notice of such intention (Required days notice specified at right)							Required No. of days written notice:		3		
COMPLETE DESCRIPTION OF SERVICE											
CONTRACTOR AGREES TO That paragraph 3a of the original contract is amended to increase the total amount of this contract by SEVENTEEN THOUSAND, FIVE HUNDRED NINETY-TWO DOLLARS (\$17,592.00) from EIGHTY-SEVEN THOUSAND, FIVE HUNDRED (\$87,500.00) to ONE HUNDRED FIVE THOUSAND, NINETY-TWO DOLLARS (\$105,092.00). Paragraph 3b is amended to read Expenditures must be made in accordance with the approved budget on file with the State Agency. Line item changes of less than \$500.00 within the overall budget total may be made without approval of the State Agency. The State Agency must be notified of the changes made. Any budget changes in excess of \$500.00 must be approved in advance by the State Agency. All other provisions of the contract remain unchanged.											
COST AND SCHEDULE OF PAYMENTS											
PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICE Periodic payments shall be made as deemed necessary by the Department, not to exceed a total of ONE HUNDRED FIVE THOUSAND, NINETY-TWO DOLLARS (\$105,092.00).											
STATE USE ONLY											
STATUTORY AUTHORITY		ACCTG. CLASS TO WHICH CHARGED	YEAR	FUND	AGENCY	SP. ID.	FUNC.	ACTIVITY		CHAR. & OBJ. Major	Minor
Sec. 4-8 Sec. 19A-32 CT. General Statutes			82-83	0	4001	935	4	4		5	33
EXECUTIVE ORDERS											
This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor, agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3, and that he will not discriminate in his employment practices or policies and will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance regard to listing all employment openings with the Connecticut State Employment Service.											
NON-DISCRIMINATION CLAUSE											
The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as relate to the provisions of Sec. 4-114a of the Connecticut General Statutes, as amended.											
INSURANCE											
The contractor agrees that while performing duties specified in this contract that he shall carry sufficient insurance (liability and/or other) according to the nature of the work to be performed to "save harmless" the State of Connecticut from any insurable cause what-so-ever. Certificates of same are to be filed with the agency prior to the performance of services if requested.											
STATE LIABILITY											
The State of Connecticut assumes no liability for payment under the terms of this agreement until said contractor is notified that said agreement has been approved by the office of Policy and Management (OPM) or Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.											
ACCEPTED											
CONTRACTOR (Owner or authorized)					TITLE			DATE			
James E. Dyer											
AGENCY (Authorized Official)					TITLE			DATE			
APPROVALS											
SIGNED (Office of Policy & Mgmt./Dept. of Admin. Services)					TITLE			DATE			
ATTORNEY GENERAL (As to form)								DATE			
DISTRIBUTION											
ORIGINAL : Contractor PART 2: Agency PART 3: OPM/DAS PART 4: Atty. Gen'l PART 5: Comptroller											

This is to certify that _____
(Name)

is the _____
(Title)

of _____
(Organization Name and Address)

And that _____ was authorized to sign any and all
(Date)

contracts and amendments thereof with the State of Connecticut Department of Health Services, on behalf of said organization, in order to operate a supplemental food program for low income women, infants and children.

And I do further certify that the above authorization has not been revoked, and is now in full force and effect.

(Signature of Certifying Official)

(Printed or Typed Name)

(Title)

(Date)

BUDGET SUMMARY SHEET

AGENCY Danbury WIC Program

Date FY 1983

A. GENERAL ADMINISTRATION

1. Personnel Compensation	<u>\$57,043.00</u>
2. Personnel Fringe Benefit	<u>13,575.00</u>
3. Travel Detail	<u>696.00</u>
4. Space Rental	<u>2,459.00</u>
5. Equipment Detail	<u>4,378.00</u>
6. Other Costs	<u>3,956.00</u>
7. Materials & Supplies	<u>4,556.00</u>

TOTAL GENERAL ADMINISTRATION \$8,270.00

B. NUTRITION EDUCATION

1. Personnel Compensation	<u>\$18,105.00</u>
2. Personnel Fringe Benefit	<u>3,990.00</u>
3. Travel Detail	<u>288.00</u>
4. Space Rental	<u>-----</u>
5. Equipment Detail	<u>-----</u>
6. Other Costs	<u>-----</u>
7. Materials & Supplies	<u>-----</u>

TOTAL NUTRITION EDUCATION \$22,383.00

C. CERTIFICATION COSTS

1. Personnel Compensation	<u>-----</u>
2. Personnel Fringe Benefit	<u>-----</u>
3. Travel Detail	<u>-----</u>
4. Space Rental	<u>-----</u>
5. Equipment Detail	<u>-----</u>
6. Other Costs	<u>-----</u>
7. Materials & Supplies	<u>-----</u>

TOTAL CLINIC COSTS -----

TOTAL BUDGET \$105,092.00

The named parties hereby enter into agreement subject to the terms and conditions stated herein and subject to the availability of appropriated funds.

Original Amendme #

CONTRACTOR		NAME AND ADDRESS OF CONTRACTOR (Enter Social Security No., if applicable) DANBURY HEALTH DEPARTMENT 254 Main Street, Danbury, Connecticut 06810									
STATE AGENCY		AGENCY NAME AND ADDRESS CONNECTICUT STATE DEPARTMENT OF HEALTH SERVICES 79 Elm Street, Hartford, Connecticut 06106						AGENCY NO. 4001		IDENTIFICATION NO. P.S.#	
CONTRACT PERIOD		FROM (Date) Oct. 1, 1982			THROUGH (Date) Sept. 30, 1983			INDICATE <input type="checkbox"/> Master Agreement <input checked="" type="checkbox"/> Contract Award No. <input checked="" type="checkbox"/> Neither			
CANCELLATION CLAUSE		This contract shall remain in full force and effect until cancelled by either party giving the other party written notice of such intention (Required days notice specified at right)							Required No. of days written notice:		30
COMPLETE DESCRIPTION OF SERVICE (Include special provisions- Use additional blank sheets of same size if required)		<p>CONTRACTOR AGREES TO</p> <p>That paragraph 3a of the original contract is amended to increase the total amount of this contract by SEVENTEEN THOUSAND, FIVE HUNDRED NINETY-TWO DOLLARS (\$17,592.00) from EIGHTY-SEVEN THOUSAND, FIVE HUNDRED (\$87,500.00) to ONE HUNDRED FIVE THOUSAND, NINETY-TWO DOLLARS (\$105,092.00).</p> <p>Paragraph 3b is amended to read Expenditures must be made in accordance with the approved budget on file with the State Agency. Line item changes of less than \$500.00 within the overall budget total may be made without approval of the State Agency. The State Agency must be notified of the changes made. Any budget changes in excess of \$500.00 must be approved in advance by the State Agency.</p> <p>All other provisions of the contract remain unchanged.</p>									
COST AND SCHEDULE OF PAYMENTS		PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES Periodic payments shall be made as deemed necessary by the Department, not to exceed a total of ONE HUNDRED FIVE THOUSAND, NINETY-TWO DOLLARS (\$105,092.00).									
STATE USE ONLY		STATUTORY AUTHORITY Sec. 4-8 Sec. 19A-32 CT. General Statutes	ACCTG. CLASS TO WHICH CHARGED	YEAR 82-83	FUND 0	AGENCY 4001	SP. ID. 935	FUNC. 4	ACTIVITY 4	CHAR. Major 5	OBJ. Minor 33
EXECUTIVE ORDERS		This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor, agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance regard to listing all employment openings with the Connecticut State Employment Service.									
NON-DISCRIMINATION CLAUSE		The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as relate to the provisions of Sec. 4-114a of the Connecticut General Statutes, as amended.									
INSURANCE		The contractor agrees that while performing duties specified in this contract that he shall carry sufficient insurance (liability and/or other) according to the nature of the work to be performed to "save harmless" the State of Connecticut from any insurable cause what-so-ever. Certificates of same are to be filed with the agency prior to the performance of services if requested.									
STATE LIABILITY		The State of Connecticut assumes no liability for payment under the terms of this agreement until said contractor is notified that said agreement has been approved by the office of Policy and Management (OPM) or Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.									
ACCEPTED		CONTRACTOR (Owner or authorized)				TITLE				DATE	
		James E. Dyer									
		AGENCY (Authorized Official)				TITLE				DATE	
APPROVALS		SIGNED (Office of Policy & Mgmt./Dept. of Admin. Services)				TITLE				DATE	
		ATTORNEY GENERAL (As to form)								DATE	
DISTRIBUTION		ORIGINAL: Contractor	PART 2: Agency		PART 3: OPM/DAS		PART 4: Atty. Gen'l		PART 5: Comptroller		

This is to certify that _____
(Name)

is the _____
(Title)

of _____
(Organization Name and Address)

And that _____ was authorized to sign any and all
(Date)

contracts and amendments thereof with the State of Connecticut Department of Health Services, on behalf of said organization, in order to operate a supplemental food program for low income women, infants and children.

And I do further certify that the above authorization has not been revoked, and is now in full force and effect.

(Signature of Certifying Official)

(Printed or Typed Name)

(Title)

(Date)

BUDGET SUMMARY SHEET

AGENCY Danbury WIC Program

Date FY 1983

A. GENERAL ADMINISTRATION

1. Personnel Compensation	<u>\$57,043.00</u>
2. Personnel Fringe Benefit	<u>13,575.00</u>
3. Travel Detail	<u>696.00</u>
4. Space Rental	<u>2,459.00</u>
5. Equipment Detail	<u>4,378.00</u>
6. Other Costs	<u>3,956.00</u>
7. Materials & Supplies	<u>4,556.00</u>

TOTAL GENERAL ADMINISTRATION

\$8,270.00

B. NUTRITION EDUCATION

1. Personnel Compensation	<u>\$18,105.00</u>
2. Personnel Fringe Benefit	<u>3,990.00</u>
3. Travel Detail	<u>288.00</u>
4. Space Rental	<u>-----</u>
5. Equipment Detail	<u>-----</u>
6. Other Costs	<u>-----</u>
7. Materials & Supplies	<u>-----</u>

TOTAL NUTRITION EDUCATION

\$22,383.00

C. CERTIFICATION COSTS

1. Personnel Compensation	<u>-----</u>
2. Personnel Fringe Benefit	<u>-----</u>
3. Travel Detail	<u>-----</u>
4. Space Rental	<u>-----</u>
5. Equipment Detail	<u>-----</u>
6. Other Costs	<u>-----</u>
7. Materials & Supplies	<u>-----</u>

TOTAL CLINIC COSTS

TOTAL BUDGET

\$105,092.00

Prepare in quintuplicate.

The named parties hereby enter into agreement subject to the terms and conditions stated herein and subject to the availability of appropriated funds.

CONTRACTOR	NAME AND ADDRESS OF CONTRACTOR (Enter Social Security No., if applicable) DANBURY HEALTH DEPARTMENT 254 Main Street, Danbury, Connecticut 06810		
	STATE AGENCY	AGENCY NAME AND ADDRESS CONNECTICUT STATE DEPARTMENT OF HEALTH SERVICES 79 Elm Street, Hartford, Connecticut 06106	AGENCY NO. IDENTIFICATION 4001 P.S.#
CONTRACT PERIOD	FROM (Date) Oct. 1, 1982	THROUGH (Date) Sept. 30, 1983	INDICATE <input type="checkbox"/> Master Agreement <input type="checkbox"/> Contract Award No. <input checked="" type="checkbox"/> Neither
CANCELLATION CLAUSE	This contract shall remain in full force and effect until cancelled by either party giving the other party written notice of such intention (Required days notice specified at right)		Required No. of days written notice: 3

COMPLETE DESCRIPTION OF SERVICE
(Include special provisions- Use additional blank sheets of same size if required)

CONTRACTOR AGREES TO

That paragraph 3a of the original contract is amended to increase the total amount of this contract by SEVENTEEN THOUSAND, FIVE HUNDRED NINETY-TWO DOLLARS (\$17,592.00) from EIGHTY-SEVEN THOUSAND, FIVE HUNDRED (\$87,500.00) to ONE HUNDRED FIVE THOUSAND, NINETY-TWO DOLLARS (\$105,092.00).

Paragraph 3b is amended to read Expenditures must be made in accordance with the approved budget on file with the State Agency. Line item changes of less than \$500.00 within the overall budget total may be made without approval of the State Agency. The State Agency must be notified of the changes made. Any budget changes in excess of \$500.00 must be approved in advance by the State Agency.

All other provisions of the contract remain unchanged.

COST AND SCHEDULE OF PAYMENTS

PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICE

Periodic payments shall be made as deemed necessary by the Department, not to exceed a total of ONE HUNDRED FIVE THOUSAND, NINETY-TWO DOLLARS (\$105,092.00).

STATE USE ONLY	STATUTORY AUTHORITY	ACCTG. CLASS TO WHICH CHARGED	YEAR	FUND	AGENCY	SP. ID.	FUNC.	ACTIVITY	CHAR. & OBJ. Minc	
	Sec. 4-8 Sec. 19A-32 CT. General Statutes		82-83	0	4001	935	4	4	5	33

EXECUTIVE ORDERS

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

NON-DISCRIMINATION CLAUSE

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as relate to the provisions of Sec. 4-114a of the Connecticut General Statutes, as amended.

INSURANCE

The contractor agrees that while performing duties specified in this contract that he shall carry sufficient insurance (liability and/or other) according to the nature of the work to be performed to "save harmless" the State of Connecticut from any insurable cause what-so-ever. Certificates of same are to be filed with the agency prior to the performance of services if requested.

STATE LIABILITY

The State of Connecticut assumes no liability for payment under the terms of this agreement until said contractor is notified that said agreement has been approved by the office of Policy and Management (OPM) or Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

ACCEPTED	CONTRACTOR (Owner or authorized)	TITLE	DATE
	James E. Dyer		
	AGENCY (Authorized Official)	TITLE	DATE

APPROVALS	SIGNED (Office of Policy & Mgmt./Dept. of Admin. Services)	TITLE	DATE
	ATTORNEY GENERAL (As to form)		DATE

DISTRIBUTION ORIGINAL: Contractor PART 2: Agency PART 3: OPM/DAS PART 4: Atty. Gen'l PART 5: Comptroller

This is to certify that _____

(Name)

is the _____

(Title)

of _____

(Organization Name and Address)

And that _____ was authorized to sign any and all

(Date)

contracts and amendments thereof with the State of Connecticut Department of Health Services, on behalf of said organization, in order to operate a supplemental food program for low income women, infants and children.

And I do further certify that the above authorization has not been revoked, and is now in full force and effect.

(Signature of Certifying Official)

(Printed or Typed Name)

(Title)

(Date)

BUDGET SUMMARY SHEET

AGENCY Danbury WIC Program

Date FY 1983

A. GENERAL ADMINISTRATION

1. Personnel Compensation	<u>\$57,043.00</u>
2. Personnel Fringe Benefit	<u>13,575.00</u>
3. Travel Detail	<u>696.00</u>
4. Space Rental	<u>2,459.00</u>
5. Equipment Detail	<u>4,378.00</u>
6. Other Costs	<u>3,956.00</u>
7. Materials & Supplies	<u>4,556.00</u>

TOTAL GENERAL ADMINISTRATION \$8,270.00

B. NUTRITION EDUCATION

1. Personnel Compensation	<u>\$18,105.00</u>
2. Personnel Fringe Benefit	<u>3,990.00</u>
3. Travel Detail	<u>288.00</u>
4. Space Rental	<u>-----</u>
5. Equipment Detail	<u>-----</u>
6. Other Costs	<u>-----</u>
7. Materials & Supplies	<u>-----</u>

TOTAL NUTRITION EDUCATION \$22,383.00

C. CERTIFICATION COSTS

1. Personnel Compensation	<u>-----</u>
2. Personnel Fringe Benefit	<u>-----</u>
3. Travel Detail	<u>-----</u>
4. Space Rental	<u>-----</u>
5. Equipment Detail	<u>-----</u>
6. Other Costs	<u>-----</u>
7. Materials & Supplies	<u>-----</u>

TOTAL CLINIC COSTS -----

TOTAL BUDGET \$105,092.00

PERSONAL SERVICE AGREEMENT

STATE OF CONNECTICUT

CO-802A REV. 7/78
(Stock No. 6938-170-01)

Prepare in quintuplicate.

The named parties hereby enter into agreement subject to the terms and conditions stated herein and subject to the availability of appropriated funds.

Original Amendment #

CONTRACTOR	NAME AND ADDRESS OF CONTRACTOR (Enter Social Security No., if applicable) DANBURY HEALTH DEPARTMENT 254 Main Street, Danbury, Connecticut 06810		
STATE AGENCY	AGENCY NAME AND ADDRESS CONNECTICUT STATE DEPARTMENT OF HEALTH SERVICES 79 Elm Street, Hartford, Connecticut 06106		AGENCY NO. IDENTIFICATION N 4001 P.S.#
CONTRACT PERIOD	FROM (Date) Oct. 1, 1982	THROUGH (Date) Sept. 30, 1983	INDICATE <input type="checkbox"/> Master Agreement <input type="checkbox"/> Contract Award No. <input checked="" type="checkbox"/> Neither
CANCELLATION CLAUSE	This contract shall remain in full force and effect until cancelled by either party giving the other party written notice of such intention (Required days notice specified at right)		Required No. of days written notice: 30

COMPLETE DESCRIPTION OF SERVICE
(Include special provisions- Use additional blank sheets of same size if required)

CONTRACTOR AGREES TO

That paragraph 3a of the original contract is amended to increase the total amount of this contract by SEVENTEEN THOUSAND, FIVE HUNDRED NINETY-TWO DOLLARS (\$17,592.00) from EIGHTY-SEVEN THOUSAND, FIVE HUNDRED (\$87,500.00) to ONE HUNDRED FIVE THOUSAND, NINETY-TWO DOLLARS (\$105,092.00).

Paragraph 3b is amended to read Expenditures must be made in accordance with the approved budget on file with the State Agency. Line item changes of less than \$500.00 within the overall budget total may be made without approval of the State Agency. The State Agency must be notified of the changes made. Any budget changes in excess of \$500.00 must be approved in advance by the State Agency.

All other provisions of the contract remain unchanged.

COST AND SCHEDULE OF PAYMENTS

PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICE

Periodic payments shall be made as deemed necessary by the Department, not to exceed a total of ONE HUNDRED FIVE THOUSAND, NINETY-TWO DOLLARS (\$105,092.00).

STATE USE ONLY	STATUTORY AUTHORITY	ACCTG. CLASS TO WHICH CHARGED	YEAR	FUND	AGENCY	SP. ID.	FUNC.	ACTIVITY	CHAR. & OBJ. Major	Minor
	Sec. 4-8 Sec. 19A-32 CT. General Statutes		82-83	0	4001	935	4	4	5	33

EXECUTIVE ORDERS

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

NON-DISCRIMINATION CLAUSE

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as relate to the provisions of Sec. 4-114a of the Connecticut General Statutes, as amended.

INSURANCE

The contractor agrees that while performing duties specified in this contract that he shall carry sufficient insurance (liability and/or other) according to the nature of the work to be performed to "save harmless" the State of Connecticut from any insurable cause what-so-ever. Certificates of same are to be filed with the agency prior to the performance of services if requested.

STATE LIABILITY

The State of Connecticut assumes no liability for payment under the terms of this agreement until said contractor is notified that said agreement has been approved by the office of Policy and Management (OPM) or Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

ACCEPTED	CONTRACTOR (Owner or authorized)	TITLE	DATE
	James E. Dyer		
APPROVALS	AGENCY (Authorized Official)	TITLE	DATE
APPROVALS	SIGNED (Office of Policy & Mgmt./Dept. of Admin. Services)	TITLE	DATE
APPROVALS	ATTORNEY GENERAL (As to form)		DATE

DISTRIBUTION ORIGINAL: Contractor PART 2: Agency PART 3: OPM/DAS PART 4: Atty. Gen'l PART 5: Comptroller

This is to certify that _____
(Name)

is the _____
(Title)

of _____
(Organization Name and Address)

And that _____ was authorized to sign any and all
(Date)

contracts and amendments thereof with the State of Connecticut Department of Health Services, on behalf of said organization, in order to operate a supplemental food program for low income women, infants and children.

And I do further certify that the above authorization has not been revoked, and is now in full force and effect.

(Signature of Certifying Official)

(Printed or Typed Name)

(Title)

(Date)

BUDGET SUMMARY SHEET

AGENCY Danbury WIC Program

Date FY 1983

A. GENERAL ADMINISTRATION

1. Personnel Compensation	<u>\$57,043.00</u>
2. Personnel Fringe Benefit	<u>13,575.00</u>
3. Travel Detail	<u>696.00</u>
4. Space Rental	<u>2,459.00</u>
5. Equipment Detail	<u>4,378.00</u>
6. Other Costs	<u>3,956.00</u>
7. Materials & Supplies	<u>4,556.00</u>

TOTAL GENERAL ADMINISTRATION \$8,270.00

B. NUTRITION EDUCATION

1. Personnel Compensation	<u>\$18,105.00</u>
2. Personnel Fringe Benefit	<u>3,990.00</u>
3. Travel Detail	<u>288.00</u>
4. Space Rental	<u>-----</u>
5. Equipment Detail	<u>-----</u>
6. Other Costs	<u>-----</u>
7. Materials & Supplies	<u>-----</u>

TOTAL NUTRITION EDUCATION \$22,383.00

C. CERTIFICATION COSTS

1. Personnel Compensation	<u>-----</u>
2. Personnel Fringe Benefit	<u>-----</u>
3. Travel Detail	<u>-----</u>
4. Space Rental	<u>-----</u>
5. Equipment Detail	<u>-----</u>
6. Other Costs	<u>-----</u>
7. Materials & Supplies	<u>-----</u>

TOTAL CLINIC COSTS -----

TOTAL BUDGET \$105,092.00



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Emanuel A. Merullo
Director of Personnel

(203) 797-4598

TO: Betty Crudginton, City Clerk
FROM: Emanuel A. Merullo *EAM*
RE: Memorandum of Agreement - Special Police
DATE: June 24, 1983

The attached agreement will be on the agenda of the next Council meeting - special or regular. The Mayor has a copy, but I want to be sure you have a copy for the Common Council members.

Enclosure

1983-84

1984-85

ADDENDUM AGREEMENT

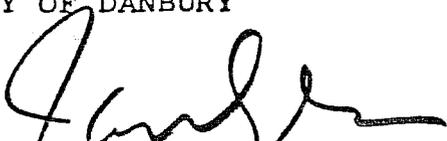
This Agreement is entered into by and between the CITY OF DANBURY, Connecticut, hereinafter referred to as "the City", and the Danbury Police Union, Local 891 and Council 15, AFSCME, AFL-CIO, hereinafter referred to as "the Union" and is in all respects, fully incorporated in and made a part of Section 3.1 of the Agreement between the City and the Union concerning Special Police Officers and dated July 1, 1982 through December 31, 1984:

Retroactive to July 1, 1983, the City shall pay the following rate per hour: \$5.90.

Effective July 1, 1984, the City shall pay the following rate per hour: \$6.00.

IN WITNESS WHEREOF, the parties hereto have respectively caused this Agreement to be executed by their duly authorized and constituted representatives this 18th day of August, 1983.

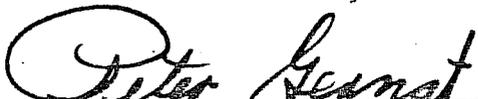
CITY OF DANBURY


James E. Dyer, Mayor


Witness

DANBURY POLICE UNION, LOCAL 891 and COUNCIL #15, AFSCME, AFL-CIO


Anthony Yakacki, President


Council 15, AFSCME, AFL-CIO
Peter Gernat, Staff Representative

ADDENDUM AGREEMENT

This Agreement is entered into by and between the CITY OF DANBURY, Connecticut, hereinafter referred to as "the City", and the Danbury Police Union, Local 891 and Council 15, AFSCME, AFL-CIO, hereinafter referred to as "the Union" and is in all respects, fully incorporated in and made a part of Section 3.1 of the Agreement between the City and the Union concerning Special Police Officers and dated July 1, 1982 through December 31, 1984:

Effective July 1, 1983, the City shall pay the following rate per hour: \$5.90.

Effective July 1, 1984, the City shall pay the following rate per hour: \$6.00.

IN WITNESS WHEREOF, the parties hereto have respectively caused this Agreement to be executed by their duly authorized and constituted representatives this day of , 1983.

CITY OF DANBURY

DANBURY POLICE UNION,
LOCAL 891 and COUNCIL 15,
AFSCME, AFL-CIO

ADDENDUM AGREEMENT

This Agreement is entered into by and between the CITY OF DANBURY, Connecticut, hereinafter referred to as "the City", and the Danbury Police Union, Local 891 and Council 15, AFSCME, AFL-CIO, hereinafter referred to as "the Union" and is in all respects, fully incorporated in and made a part of Section 3.1 of the Agreement between the City and the Union concerning Special Police Officers and dated July 1, 1982 through December 31, 1984:

Effective July 1, 1983, the City shall pay the following rate per hour: \$5.90.

Effective July 1, 1984, the City shall pay the following rate per hour: \$6.00.

IN WITNESS WHEREOF, the parties hereto have respectively caused this Agreement to be executed by their duly authorized and constituted representatives this _____ day of _____, 1983.

CITY OF DANBURY

DANBURY POLICE UNION,
LOCAL 891 and COUNCIL 15,
AFSCME, AFL-CIO



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

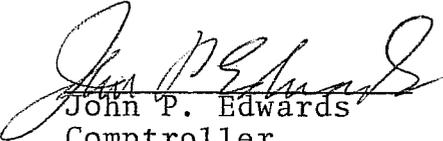
June 17, 1983

TO: Common Council via
Mayor James E. Dyer

FROM: John P. Edwards

RE: Memorandum of Agreement - Special Police

The working agreement with unionized special police officers requires an additional 40¢ per hour which we estimate will be about \$4,000.00 per year. The Police Department budget seems to be adequately funded at this time for this additional expense and no certification of additional funds need be made.


John P. Edwards
Comptroller

JPE/af

cc: Emanuel Merullo

June 17, 1983

TO: Common Council via
Mayor James E. Dyer

FROM: John P. Edwards

RE: Memorandum of Agreement - Special Police

The working agreement with unionized special police officers requires an additional 40¢ per hour which we estimate will be about \$4,000.00 per year. The Police Department budget seems to be adequately funded at this time for this additional expense and no certification of additional funds need be made.

John P. Edwards
Comptroller

JPB/af

cc: Emanuel Merullo ✓



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

June 24, 1983

TO: Common Council via
Mayor James E. Dyer

Certification #150

FROM: John P. Edwards

We hereby certify to the availability of \$7,000.00 in the General Fund, Fund Balance account to be transferred to the Parks and Recreation account #02-08-130-072800 for the P.A.L. Soccer Program.

Previous balance of Fund Balance	\$ 30,897.29
Less this request	7,000.00
	<u>\$ 23,897.29</u>

This certification good only if approved by June 30, 1983.

John P. Edwards
Comptroller

JPE/af



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

June 27, 1983

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

It is respectfully requested that a transfer of funds be authorized in the amount of \$7,000 for the P.A.L. Soccer Program.

I sincerely urge favorable action on this request.

Very truly yours,

James E. Dyer
Mayor

*Certification
D.L.
E.J.*



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

June 24, 1983

TO: Common Council via
Mayor James E. Dyer

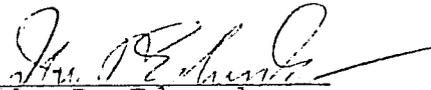
Certification #150

FROM: John P. Edwards

We hereby certify to the availability of \$7,000.00 in the General Fund, Fund Balance account to be transferred to the Parks and Recreation account #02-08-130-072800 for the P.A.L. Soccer Program.

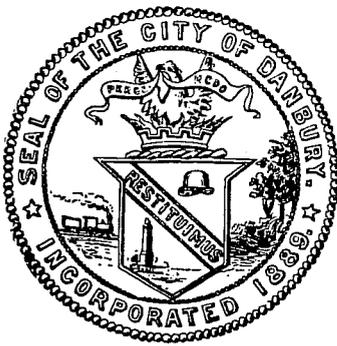
Previous balance of Fund Balance	\$ 30,897.29
Less this request	7,000.00
	<u>\$ 23,897.29</u>

This certification good only if approved by June 30, 1983.



 John P. Edwards
 Comptroller

JPE/af



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT subsection 21-18(b) (1) of the Code of Ordinances of Danbury, Connecticut be and hereby is amended to read as follows:

"Except for those actively and lawfully engaged in the florist business no person shall use any hose, sprinkler or other device whatsoever, except a water can or receptacle, which utilizes the water supply of the Water Department of the City for the purpose of watering lawns, trees, shrubs, plants or gardens in the city."

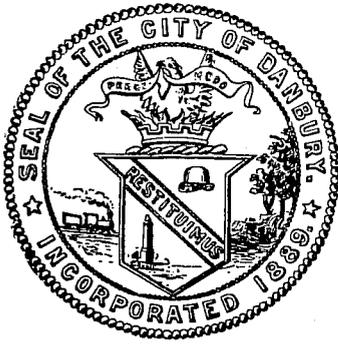
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT subsection 21-18(b) (2) of the Code of Ordinances of Danbury, Connecticut be and hereby is amended to read as follows:

"In the event of severe continuing drought conditions the Mayor may specifically declare that no person shall use the water supply of the Water Department of the City for the filling of any swimming or wading pool in the city."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT subsection 21-18(b) (5) of the Code of Ordinances of Danbury, Connecticut be and hereby is amended to read as follows:

"In the event of severe continuing drought conditions the Mayor may specifically declare that no person except authorized Fire Department or Water Department personnel shall use water from the City water supply system for the filling of commercial tank trucks or other vehicles or any container whatsoever."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT subsection 21-18(c) of the Code of Ordinances of Danbury, Connecticut be and hereby is repealed.



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT
Section 21-19 of the Code of Ordinances of Danbury, Connecticut be and
hereby is amended to read as follows:

"The Mayor of the City of Danbury is hereby authorized to declare a state of water emergency in and for the City of Danbury at any time upon his determination that continuing drought conditions threaten the water supply of the City of Danbury. In the event of such a declaration, the water conservation regulations contained in subsection 21-18(b) hereof shall be placed in full force and effect. Depending on the severity of the water emergency the Mayor may find it appropriate to waive and he may so waive some or all of the restrictions contained in subsection 21-18(b). When the water supply of the City of Danbury is no longer threatened by continuing drought conditions the Mayor is authorized to terminate the state of water emergency. In determining whether or not a water emergency exists, the Mayor shall consult with the Superintendent of Public Utilities regarding the amount of water in the public reservoirs and shall consider the effect upon the public water supply of implementing the regulations contained in subsection 21-18(b)."