CITY COUNCIL MEETING
August 2, 2022
The meeting will be called to order at 7:30 P.M.

PLEDGE OF ALLEGIANCE & PRAYER

ROLL CALL
Buzaid, Cavo, Eriquez, Knapp, Levy, DiGilio, Rotello, Visconti, Esposito, Halas, Esposito III, Fox, Masi, Palma, Henry, Britton, Santos, Perkins, Chianese, Cammisa and Molinaro

______________PRESENT ________________ABSENT

PUBLIC SPEAKING

MINUTES - Minutes of the Council Meeting held July 6, 2022

CONSENT CALENDAR

AGENDA

1. COMMUNICATION - Police Department Promotion – Robert Conrad to Lieutenant
2. COMMUNICATION - Police Department Promotion – David Antedomenico to Sergeant
3. COMMUNICATION - Police Department Promotion – Joseph Michael to Detective
4. COMMUNICATION - Appointment to Western CT Tourism District Board
5. COMMUNICATION - Appointments to Government Entity – Richter Park Authority
6. COMMUNICATION - Licensing Agreement for Use of Library space – New American Dream Center
7. COMMUNICATION - MOU with The Summit – Office of Emergency Management
8. COMMUNICATION - Request for Access and Drainage Easement – Appollo Road, Bethel CT – Corporation Counsel
9. COMMUNICATION – Application for Extension of Sewer Main – 1 & 15 Miry Brook Rd
10. COMMUNICATION – Application for Extension of Water Main – 1 & 3 Scuppo Rd
11. COMMUNICATION – Application for Renewal of Extension of Sewer Main – 5 Great Pasture Road
12. RESOLUTION - Land Donations – Apple Ridge Road - Two Parcels adjacent to Danbury Career Academy
13. RESOLUTION - BOE /Danbury School Nurses Assoc. – Funding for Pension Provisions
14. RESOLUTION - American Rescue Plan Act (ARPA) of 2021 – Reallocation of Funds
15. RESOLUTION - Community Development Block Grant Program - Program Year 48
16. RESOLUTION - Edward Byrne Memorial Justice Assistance Grant Program – Police Dept.
17. RESOLUTION - Citizen Corps Program - Office of Emergency Management
18. RESOLUTION - Emergency Shelter Grant - Amendment – Health & Human Services
19. RESOLUTION  - Preventative Health and Health Services Block Grant (Type 2 Diabetes Prevention) - Amendment – Health & Human Services

20. REPORT & RESOLUTIONS  - Naming of Building & Street in honor of Joseph W. Pepin
   A. Naming of Building
   B. Naming of Street

21. REPORTS  - Planning & Engineering - Sidewalk Easement for 3-7 Great Plain Rd.

22. REPORTS  - Planning & Engineering - Sidewalk Easement for 32 Miry Brook Road

23. REPORT  - Public Hearing - ATVs on City Property: Ordinance 46-3

24. REPORT  - Ad Hoc - License Agreement for Use of City Property - Old Sherman Turnpike


ADJOURNMENT

Copies of Agenda Items are available in the Legislative Assistant’s Office and on the City’s website.
July 21, 2022

Honorable Members of the City Council
City of Danbury

Dear Council Members:

I hereby submit for your confirmation the appointment and promotion of Police Sergeant Robert Conrad to the position of Police Lieutenant in the Danbury Police Department.

Sergeant Conrad began his career with the Danbury Police Department on January 18, 1988 and was promoted to Sergeant of the Patrol Division in October 2015. He holds a Bachelor's degree from the University of Connecticut, Storrs and a Master's Degree from Western Connecticut State University. Over the course of his career within the Department, Sergeant Conrad held the roles of ESU SWAT Team Member, Assistant Court Officer and Private Duty Officer.

Sergeant Conrad is well known for his dedication, work ethic, and exceptional police work. His skill and abilities as an Officer are a tremendous influence in the Department and within the Danbury Community. He has received many awards, citations and letters of appreciation and commendation throughout his career, including, but not limited to, the Exceptional Police Service Award in January 1991 and the Lifesaving Medal in June 2018 and October 2018. Sergeant Conrad is currently ranked number one (1) on the Police Lieutenant Eligibility List.

As demonstrated by the above career highlights, Sergeant Conrad’s accomplishments speak to the high standards he holds for himself and the Department. He will continue to be an asset to the department and the community in this new role. I am proud and honored to submit his confirmation for promotion.

Thank you for your consideration.

Sincerely,

Dean E. Esposito
Mayor
July 21, 2022

Honorable Members of the City Council
City of Danbury

Dear Council Members:

I hereby submit for your confirmation the appointment and promotion of Police Officer David Antedomenico to the position of Police Sergeant in the Danbury Police Department.

Officer Antedomenico began his career with the Danbury Police Department on June 1, 1995. He has served as a DHS Perimeter Security Officer and has maintained the role of a Full-Time Evidence Technician since May 2004. Additionally, Officer Antedomenico has dedicated over 20 years with the Police Cadet Program serving as the Assistant Advisor and now the Advisor.

Officer Antedomenico has received many awards, citations and letters of appreciation and commendation throughout his career, including but not limited to:

- A Meritorious Citation in October 2006
- The Exceptional Police Service Award in October 2010
- The Chief’s Achievement Award in April 2007
- The Danbury Exchange Club Officer of the Year in 2007

He holds a Bachelor's degree in Criminal Justice and a Master's degree in Justice Administration from Western Connecticut State University and currently holds the rank of number one (1) on the Police Sergeant Eligibility List.

Officer Antedomenico's impressive background and accomplishments demonstrate this promotion is very well deserved. He has served the department with diligence and commitment and I am confident he will flourish in this role. I am proud and honored to submit his confirmation for promotion.

Thank you for your consideration.

Sincerely,

Dean E. Esposito
Mayor
July 21, 2022

Honorable Members of the City Council
City of Danbury

Dear Council Members:

I hereby submit for your confirmation the appointment and promotion of Police Officer Joseph Michael to the position of Police Detective in the Danbury Police Department.

Officer Michael began his career with the Danbury Police Department on April 3, 2014. Prior to becoming a Police Officer with the City of Danbury, Officer Michael served as a Police Officer with the Newtown Police Department. Officer Michael has been a dedicated and contributing member to the Department through his roles as a part-time Evidence Technician and Field Training Officer. Furthermore, he has received several letters of appreciation for his service to the community including Unit Citations in May 2014 and August 2019.

Officer Michael earned a Bachelor’s degree in Business Administration from Southern Connecticut State University and his current rank on the Police Detective Eligibility List is number one (1).

Officer Michael is a highly qualified and skilled individual who will continue to be a tremendous asset to the department and the community in this new role. I am proud and honored to submit his confirmation for promotion.

Sincerely,

Dean E. Esposito
Mayor
July 21, 2022

The Honorable City Council
155 Deer Hill Avenue
Danbury, CT 06810

RE: Western Connecticut Tourism District Board

I hereby submit for your confirmation the appointment of Shay Nagarsheth, Director of Economic Development for the City of Danbury, to the Western Connecticut Tourism District board.

Thank you for your consideration of this appointment.

Sincerely,

[Signature]

Dean Esposito
Mayor
July 25, 2022

Honorable Members of the City Council
City of Danbury, Connecticut

Dear City Council Members:

I hereby submit for your confirmation the appointment of the following individual to serve on the Richter Park Authority as a full member:

Mr. Paul DiNardo (D)
16 Heritage Dr
Danbury, CT 06811
Term Expiration: 8/3/2024

I hereby submit for your confirmation the appointment of the following individuals to serve as alternates on the Richter Park Authority:

Ms. Pamela St. Pierre (D)
28 Lawrence Ave
Danbury, CT 06810
Term Expiration: 8/3/2024

Mr. Arthur J. Haddad (I)
2 Juniper Ridge Dr
Danbury, CT 06811
Term Expiration: 8/3/2024

Sincerely,

Dean Esposito
Mayor
July 25, 2022

The Honorable City Council
155 Deer Hill Avenue
Danbury, CT 06810

RE: New American Dream Center

Dear City Council,

I am seeking your approval for the American Dream Foundation, Inc. to use a room at the Danbury Library as “Licensed Premises” for the “New American Dream Center,” an immigrant resource center.

The New American Dream Center will help guide new immigrants through the process of obtaining access to healthcare, education, and basic assistance through its Newcomers Community Navigators Program. This important program will provide critical resources to Danbury’s immigrant community.

I respectfully ask that you approve this licensing agreement between the New American Dream Center and the City of Danbury.

Sincerely,

Dean Esposito
Mayor
LICENSE AGREEMENT
The American Dream Foundation, Inc.

THIS LICENSE is granted this ___ day of __________ 2022, by the City of Danbury, 155 Deer Hill Avenue (hereinafter "City") to The New American Dream Foundation, Inc. of the City of Danbury, County of Fairfield and State of Connecticut, (hereinafter "Licensee");

WHEREAS, the Licensee wishes to obtain a license from the City permitting Licensee to use a portion of the first floor of a certain building located at 150-162 Main Street as described on Schedule A attached hereto and incorporated herein (hereinafter "Licensed Premises");

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the parties do hereby agree as follows:

1. The City does hereby grant a non-transferable, revocable license to the Licensee to allow Licensee to use the property described subject to the further provisions hereof.

2. This license shall commence on the day first written above and shall continue, unless sooner terminated in accordance with the terms hereof, and shall continue until terminated as provided for herein, upon payment of an annual license fee of one dollar ($1.00).

3. Non-Rent Obligations. N/A

(a). Utilities and other costs. The Licensee agrees that it shall be responsible for, and pay, including but not limited to all costs utilities, including water, sewer, electricity, internet, cable, hot water, heat, air conditioning, telephone and alarm security services, pest control and garbage removal, utilized for the premises leased. Such costs shall include use charges as well as any expenses relating to maintenance or repair of facilities necessary to provide the utilities or services as identified.

(b). Cleaning Services. The Licensee agrees that it shall retain the cleaning service utilized by the City to clean the premises at least 5x per week, with costs thereof paid by Licensee as billed. Any other service for this purpose must be pre-approved by the City.

4. The Licensed Premises is shown on Schedule A.

5. The use of the Licensed Premises shall be for the limited purposes as set forth in Schedule B hereof. Prior to making any improvements, alterations or modifications thereto, or placing any fixtures or personal property upon or above the area of the Licensed Premises, the Licensee shall submit a detailed site plan to the Superintendent of Public Buildings, or his/her designee depicting the nature and location of the proposed improvements, alterations or modifications. All improvements, alterations or modifications shall be made in accordance with the approved plan. Prior to starting the work, the Licensee shall obtain all permits necessary from any state or local agency or department which may be required by law to make such improvements, alterations or modifications. Said modifications are subject to the approval of the Superintendent of Public Buildings.

6. Either the Licensee or the City may terminate this license without obligation or liability of any kind to the other as a result of said termination, upon ninety (90) days' written notice to the non-terminating party. For purposes of the termination provision of this license, the Mayor of the City shall have authority to exercise the City's right of termination on the City's behalf.

7. During the term hereof, Licensee shall take out and maintain such Comprehensive General Liability Insurance as will protect it and the City from claims from damages for personal injury, including action or omissions in the course of the use of this license property, whether such actions or omission are undertaken by the Licensee or by any contractor or subcontractor hired by or on behalf of the Licensee or any anyone directly or indirectly employed by or acting on behalf of any of the foregoing entities. The minimum limits of such insurance shall be as follows:

Bodily Injury Liability and Property Damage Liability $2,000,000.00 (combined) each occurrence

Prior to the execution of this license, certificates of such insurance shall be filed with the City for its review. All policies of insurance shall be subject to the approval of the City with regard to the adequacy of the protection they purport to provide. THE CITY SHALL BE NAMED AS AN ADDITIONAL INSURED ON EACH SUCH POLICY. Insurance companies providing coverage hereunder shall be licensed by the State of Connecticut otherwise
acceptable to the City. Full disclosure of all exclusions shall be provided with respect to all required coverages. All policies relating to this license shall be written so that the City shall be notified of cancellation or change at least ten (10) days prior to the effective date of such cancellation or change.

Certificates of insurance shall be filed in triplicate with the City and shall state the limits of liability and the expiration date for each policy and type of coverage. Renewal certificates covering the renewal of all policies expiring during the life of this license shall be filed with the City not less than ten (10) days before the expiration of such policies.

The Licensee agree that in the event that one or more claims are paid under policies containing an aggregate coverage limit, it shall immediately notify the City thereof and at the same time shall either reinstate the limits of said policy or policies or obtain a new policy or policies providing for full coverage in accordance with the limits established herein. Said replacement coverage shall be obtained within twenty-four (24) hours and the City shall be notified thereof within said time.

8. The Licensee agree that it shall indemnify and save harmless the City and any of its officers, agents, employees, Boards, Commissions and Representatives who may be named as co-defendants in any claim or suit, on account of any and all claims, damages, losses, judgments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) sustained by or alleged to have been sustained by the officers, employees, agents, Boards, Commissions and Representatives of the City or by any officers, employees, agents of the Licensee, or by any business invitee or patron of the Licensee, or arising out of damage to property real or personal, including the occupancy of the Licensed Premises and/or the sidewalk adjacent to the Licensed Premises, alleged to have been caused in whole or in part by acts or omissions of the Licensee or any business invitee of the Licensee or by anyone directly or indirectly employed or working for the Licensee, including volunteers, subcontractors, materialmen, suppliers and agents, in connection with the license or use of the Licensed Premises. The Licensee further undertake to reimburse the City for any damage to its real or personal property occurring in connection with the license or use of the licensed property by the Licensee or by any of its officers, agents or employees or any of its business invitees, unless the damage is caused by the City. The Licensee agrees to immediately restore any damaged property to its original condition to the sole satisfaction and approval of the City. Notwithstanding the foregoing, Licensee’s obligation to indemnify City shall be limited to the extent of Licensee's available insurance coverage as required hereunder.

9. The Licensee agree to comply with, and conform to all laws of the State of Connecticut, and to the ordinances, rules and regulations of the City and to obtain all necessary permits to make any improvements, alterations or modifications to the Licensed Premises, from any applicable authority, including but not limited to the State of Connecticut, the Department of Health, Housing & Welfare, the Fire Marshal and the Department of Planning and Zoning of the City.

10. The Licensee agrees to restore the Licensed Premises to its original condition upon the termination of the license to the sole satisfaction of the City.

11. The Licensee agree that no accumulation of boxes, barrels, packages, waste paper, or other articles shall be permitted in or upon the Licensed Premises, and that it shall maintain the Licensed Premises in a neat and orderly condition.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this ______ day of __________________ 2022.

Signed, sealed and delivered in the presence of:

Witness

CITY OF DANBURY

By: Dean Esposito, Mayor

LICENSEE
The New American Dream Foundation, Inc.
Schedule B

Use of Licensed Premises

The New American Dream Foundation, Inc. will use the Licensed Premises as the location of "The New American Dream Center", an immigrant resource center. The Licensed Premises will be used to carry out the activities of The New American Dream Foundation, Inc. including: conducting meetings with members of the immigrant community to guide them through the process of obtaining access to health care, education, and basic needs assistance through its Newcomers Community Navigator Program, assisting immigrants eligible for citizenship, with free legal services to enable them to apply for citizenship through its New Americans Program (after obtaining official recognition and accreditation by The U.S. Department of Justice) and other related activities consistent with those purposes. The Licensed Premises will also be used for storing materials related to the purposes of The New American Dream Foundation, Inc. and holding office furniture and supplies.
TO: Honorable Mayor Dean Esposito  
Honorable Members of the City Council

FROM: Matthew G. Cassavechia  
Emergency Management Director

DATE: July 20th, 2022

RE: Memorandum of Understanding with The Summit

Attached please find for your review a Memorandum of Understanding (MOU) between the City of Danbury Office of Emergency Management and The Summit. I respectfully request your approval for executing this MOU.

The purpose of this MOU is to establish a beneficial relationship between the two parties in the event of a disaster, crisis, or other designated emergency to provide mass food preparation and distribution capabilities. The Summit has the experience and expertise in providing a large quantity of quality meals within a short period of time. For these meals, please refer to the MCU outlining the scope and cost options.

The City of Danbury’s Corporation Counsel has already reviewed the MOU.

Respectfully,

[Signature]

Matthew G. Cassavechia  
Emergency Management Director

155 Deer Hill Avenue  Danbury, CT 06810  
203.797.4933  
m.cassavechia@danbury-ct.gov
Memorandum of Understanding

WHEREAS, The Summit and The City of Danbury have come together to make a proposal for mass feeding and emergency food distribution; and

WHEREAS The Summit and the Office of Emergency Management for the City of Danbury have agreed to enter into a collaborative agreement in which The Summit will be partners in this collaborative agreement; and WHEREAS, the partners herein desire to enter a Memorandum of Understanding setting forth the services to be provided by The Summit; and

WHEREAS the proposal prepared and approved by the collaborative is to be submitted to the City Council of Danbury for approval.

I. Description of Proposed Agreement
   a. Should the need arise, during an emergency event, The Summit is ready and able to help with food preparation and distribution.
   b. The Summit has the experience and expertise to mobilize and provide meals in a large-scale quantity.
   c. Based on the severity of event and scope of request The Summit can execute orders within a 5-hour time frame (24 hours preferred).
II. Scope of Understand

- Minimum meal count requirement: 30 meals
- Maximum meal count: Based on meal type and advance notice
- Advance Notice requirements: Preferably 24 hours, dependent on quantity of meals, minimum three hours.
- Delivery: up to a 20-mile radius (included) additional charges to be applied if multiple locations are required to be delivered simultaneously,
- Pick up option: dependent on emergency event; the option of pick up at The Summit may be possible, in addition, there may be some instances where the venue is opened to eat on premise.
- Parking: parking lot may also be available for staging area in the case of emergency use
- Activation requirement: If The Summit is called upon by the City of Danbury to assist with a mass feeding initiative, it is requested that Michael Basile is contacted through cell phone number 203-788-5659 as a secondary measure calling The Summit directly at 203-312-1515 may also be applicable.

III. Proposed Menu and Pricing Structures

(Subject to supply availability, size of request and current pricing)

- **Breakfast Option 1: $10 per meal**

  Hot Breakfast Sandwich i.e., bacon egg and cheese, ham egg and cheese, sausage egg and cheese or egg and cheese on a hard roll (subject to supply availability and advance notification)

  *Paired with a beverage of juice or water*
- **Breakfast Option 2: $12 per meal**
  Hot Breakfast Sandwich i.e., bacon egg and cheese, ham egg and cheese, sausage egg and cheese or egg and cheese on a hard roll (subject to supply availability and advance notification)

  *Paired with a granola bar, yogurt, and beverage of juice or water*

- **Breakfast Option 3: $14 per meal**
  Hot Breakfast Sandwich i.e., bacon egg and cheese, ham egg and cheese, sausage egg and cheese or egg and cheese on a hard roll (subject to supply availability and advance notification)

  *Paired with a granola bar, yogurt, fruit and beverage of juice or water*

Boxed Coffee added for $5 per person

- **Lunch Option 1: $10 per meal**
  Assorted Bagged Lunches:
  Ham, Lettuce, Cheese, and Tomato on a Hard Roll, - Turkey, Lettuce, Cheese and Tomato on Hard Roll, - Mozzarella, Tomato, Arugula and Balsamic on a Hard Roll

  *Paired with a bag of chips, condiments, and water bottle*

- **Lunch Option 2: $12 per meal**
  Assorted Bagged Lunch:
  Ham, Lettuce, Cheese, and Tomato on a Hard Roll, - Turkey, Lettuce, Cheese and Tomato on Hard Roll, - Mozzarella, Tomato, Arugula and Balsamic on a Hard Roll

  *Paired with a bag of chips, condiments, cookies, cheese snack and a beverage*
• **Lunch Option 3:** $14 per meal

**Assorted Bagged Lunch:**

- Ham, Lettuce, Cheese, and Tomato on a Hard Roll,
- Turkey, Lettuce, Cheese and Tomato on Hard Roll,
- Mozzarella, Tomato, Arugula and Balsamic on a Hard Roll

*Paired with a bag of chips, condiments, cookies, cheese snack, fruit, and beverage of water bottle*

All dinner options accompanied with silverware packet

• **Dinner Option 1:** $15 per meal

**Hot Dinner:**

Pasta Dinner with protein i.e., chicken

*Paired with a dessert and bottled water*

• **Dinner Option 2:** $18 per meal

**Hot Dinner:**

Protein, Starch, and vegetable

*Paired with a dessert and bottled water*

• **Dinner Option 3:** $20 per meal

**Hot Dinner with Side Salad:**

Protein, Starch, and vegetable

*Paired with a dessert and bottled water*
IV. Roles and Responsibilities

NOW, THEREFORE, it is agreed by and between both parties that an understanding is in place that many variables can take place and flexibility and fluidity in requests and requirements are to be expected.

The Summit is equipped with an onsite generator and in the event of power loss, can still operate and fulfill order request for food preparation and delivery.

a. All requests will go directly to Michael Basile and will include number of meals requested, time of delivery, location of delivery, and meal specifications.

b. The Summit will execute orders in a timely fashion and will communicate with the Office of Emergency Management if time constraints become an issue.

c. In the event of extreme disaster or road closures, The Summit may request emergency management assistance to be able to deliver to requested site.

V. The service area includes Danbury, Connecticut and if requested the Greater Danbury area in partnership with the Office of Emergency Management for the City of Danbury.

a. The partners agree to provide meals when requested.

b. Compensation to The Summit will be provided to 100 Reserve Road, Danbury CT 06811 within 30 days of receipt of invoice.

c. We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

By__________________, The Summit Date__________________

Michael Basile

By__________________, Emergency Manager Director Date__________________

Matthew Cassavechia
Hon. Mayor Dean E. Esposito  
Hon. Members of the City Council  
155 Deer Hill Avenue  
Danbury CT 06810

RE: Access and Drainage Easement - The Summit in Bethel

Dear Mayor and Council:

The attached request with a draft document seeks your consideration and approval for the grant of an Access and Drainage Easement for the City’s access to a city owned water tank on Appollo Road in Bethel, Connecticut. Our office has worked with the Engineering Division to develop this document and ask that you accept it.

Kindly refer this item for departmental reports, or to a committee, as you deem appropriate for review and recommendation.

Very truly yours,

Robin L. Edwards  
Assistant Corporation Counsel

cc: Antonio Iadarola, PE, Director of Public Works/City Engineer  
Robyn Drucker, Esquire
VIA FEDERAL EXPRESS

July 21, 2022

Hon. Dean Esposito
Hon. City Council Members
City of Danbury
155 Deer Hill Avenue
Danbury CT 06810

Re: 50 Apollo Road, Bethel CT - Toll CT II, Limited Partnership

Dear Mayor & Council Members:

The City of Danbury requires an easement over the above referenced property owned by my client, Toll CT II, Limited Partnership, to access the City of Danbury water storage tank on the Summit property. We have worked with the City Engineering Division and Corporation Counsel for the past several years on developing these documents and respectfully request that you accept this Access and Drainage Easement. Attached please find the proposed easement for your review and consideration.

Please contact me if you have any questions.

Very truly yours,

[Signature]

Robyn H. Drucker

RHD/gpt
Enclosure.

CC: Robin Edwards, Assistant Corporation Counsel
    David Day, Superintendent of Public Utilities
    Michael Zemola, Toll Brothers, Sr. Land Development Manager, NY Metro Division
ACCESS AND DRAINAGE EASEMENT

Know all men by these presents:

That Toll CT II Limited Partnership, a Connecticut limited partnership having an office and place of business at 53 Church Hill Road, Newtown, Connecticut (the "Grantor") for the consideration of one Dollar ($1.00) and other valuable consideration receive to its full satisfaction of the City of Danbury, a municipal corporation located in the County of Fairfield and organized and existing under and by virtue of laws of the State of Connecticut (the "Grantee"), does give, grant, bargain, sell and confirm unto the said City of Danbury, its successors and assigns:

A. The right privilege and authority to pass and repass over a strip of land situated in the Town of Bethel, County of Fairfield and State of Connecticut identified as "PROPOSED EASEMENT IN FAVOR OF CITY OF DANBURY AREA = 212,548 S.F. ± 4.88 AC. ±" (the "Access Easement Area") on a map entitled "EASEMENT MAP – ACCESS EASEMENT MAP SHOWING EASEMENT AREA TO BE GRANTED TO THE CITY OF DANBURY ACROSS THE PROPERTY OF TOLL CT II LIMITED PART. 50 APOLLO ROAD BETHEL, CONNECTICUT DATE: 10/11/17 Rev. 01/17/18, 3/8/18, 7/6/22 SCALE 1" = 100'" (the "Map") which map is prepared by ESE Consultants, Inc., 42 Old Ridgebury Road, 2nd Floor, Danbury Connecticut 06470, Douglas S. Carver, CT License No. 70458 which shall be recorded simultaneously herewith.

The Access Easement Area will be plowed and maintained by The Summit Master Association, Inc. to the point designated as "GATE" on the Map. The Grantee shall plow and maintain the Access Easement Area from and after the gate and shall maintain, repair and replace the Gate.

The rights granted hereunder are intended solely to consist of the use of the Access Easement Area by the Grantee for access to and from the Grantee's property depicted as "Water Storage Tank Parcel" on the Map in order to maintain, repair or replace the water supply system situated on the Grantee's property. Said rights may not be utilized by the Grantee or assigned by the Grantee to any party for access to the Grantee's property for any other purposes, without permission from the Grantor, including, but not limited to, access to the Grantee's property for the installation, maintenance, repair or replacement of structures thereon that are not related to a water supply system.

The Grantor herein reserves for itself, its successors and assigns, the right to continue to use the Access Easement Area for any use and purposes which do not in any way interfere with the use thereof by the Grantee.

B. The right privilege and authority to drain and discharge water over, under, onto, across and upon a strip of land situated in said Town of Bethel identified as "VARIABLE WIDTH DRAINAGE EASEMENT" (the "Drainage Easement Area") on the Map, and, to the extent necessary to enjoy the rights herein granted, to enter upon the same at any time for the purpose of constructing, maintaining, repairing or replacing the ditch, pipe or other structure that the Grantee may install thereon, or any other necessary purpose related thereto. The Grantor herein reserves for itself, its successors and assigns, the right to continue to use the Drainage Easement
Area for any use and purposes which do not in any way interfere with the use thereof by the Grantee.

In Witness whereof, the undersigned has set its hand and seal this _______ day of , 2022.

In the Presence of: TOLL CT II LIMITED PARTNERSHIP

By: Toll Northeast LP Company, Inc.

General Partner

By:___________________________

John S. Lannamann
Division President

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STATE OF CONNECTICUT )

) ss: Danbury

COUNTY OF FAIRFIELD )

On this ______ day of , 2022, before me, the undersigned officer, personally appeared John S. Lannamann the Division President of Toll Northeast LP Company, Inc., the corporate General Partner of Toll CT II Limited Partnership, and that as signer and sealer of the foregoing instrument he acknowledged the execution of the same to be his free act and deed individually and as such Division President and the free act and deed of such corporation and limited partnership.

_____________________________________

Notary Public/Commissioner of Superior Court
CITY COUNCIL – CITY OF DANBURY
APPLICATION FOR EXTENSIONS OF
SANITARY SEWER MAIN ✓ WATER MAIN ___
07/13/2022

The applicant submits for consideration an application for extension of sanitary sewer and/or water facilities for property

Located at (street address) __________________________ 1 & 15 Miry Brook Road

Assessor’s Lot No.: __________________________ G18007 & G18016

Zone: __________________________ IL-40

Intended Use: Retail ✓ *Single Family Residential ___
Office ___ *Multiple Family Residential ___
Mixed Use ___ Number of Efficiency Units ___
Industrial ___ Number of 1 Bedroom Units ___

Number of 2 Bedroom Units ___
Number of 3 Bedroom Units ___
Total Number of Units ___

Name of Property Owner: Pioneer Realty, LLC
Address: 727 Central Park Avenue, Scarsdale, NY 10583

Name of Applicant/Agent: Pioneer Realty, LLC c/o Civil 1, Inc.
Address: 43 Sherman Hill Road, Suite D-101, Woodbury, CT 06798

Owner Telephone No.: 914-725-3500 Applicant Telephone No.: 203-266-0778

Signature of Property Owner __________________________ Signature of Applicant/Agent __________________________

*APPLICANT MUST SEE CITY ENGINEER PRIOR TO SUBMITTING APPLICATION.

PLEASE NOTE: 3 copies of schematic or preliminary engineering plans are required to be submitted with this application.

PLEASE SEE ATTACHED INSTRUCTIONS.

Revised July 2013
July 13, 2022

Elisa Etcheto  
Legislative Assistant  
City of Danbury City Hall  
155 Deer Hill Avenue  
Danbury, CT 06810

Re: Pioneer Realty, LLC  
7, 9, 13 & 15 Miry Brook Road, Danbury, CT  
(Collectively, the "Property")  
Letter of Authority

Dear Ms. Etcheto:

The undersigned is the owner of the Property. The undersigned hereby authorizes Emily Jones, PE, Project Manager, Civil 1, Cornerstone Professional Park, 43 Sherman Hill Road, Suite D-101, Woodbury, CT 06798, and to file necessary land use applications or requests with the City of Danbury on its behalf in connection with the Property. Thank you for your acknowledgement of said authority.

Sincerely,

By: Bernard F. Curry, III  
Duly Authorized Managing Member
LOT 7 & 16 - MIRY BROOK ROAD
DANBURY, CT
MBL - G18/7 & G18/16
CITY COUNCIL – CITY OF DANBURY

APPLICATION FOR EXTENSIONS OF

SANITARY SEWER MAIN ___ WATER MAIN ___

5/19/2022

Date

The applicant submits for consideration an application for extension of sanitary sewer and/or water facilities for property.

Located at (street address) 1 & 3 Scuppo Road

Assessor’s Lot No.: F14073 & F14124

Zone: RMF-4

Intended Use: Retail ___ Office ___ Mixed Use ___ Industrial ___ *Single Family Residential ___ *Multiple Family Residential ___ Number of Efficiency Units ___ Number of 1 Bedroom Units ___ Number of 2 Bedroom Units ___ Number of 3 Bedroom Units ___ Total Number of Units ___

Name of Property Owner: Nejame Development, LLC

Address: 91 South Street, Danbury, CT 06810

Name of Applicant/Agent: Artel Engineering Group, LLC c/o Dainius Vrlickas

Address: 304 Federal Road, Suite 308, Brookfield, CT 06804

Owner Telephone No.: ___________________ Applicant Telephone No.: 203-740-2033

Signature of Property Owner ___________________ Signature of Applicant/Agent ___________________

*APPLICANT MUST SEE CITY ENGINEER PRIOR TO SUBMITTING APPLICATION.

PLEASE NOTE: 3 copies of schematic or preliminary engineering plans are required to be submitted with this application.

PLEASE SEE ATTACHED INSTRUCTIONS.

Revised July 2013
RENEWAL
OF
WATER/SANITARY SEWER EXTENSION APPROVAL

05-19-2022
Date

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

City Council Members:

The City Council has previously approved my extension(s) and the time has expired.

I am requesting an extension of time for the ☑ sanitary sewer extension

located at 5 Great Pasture Road

The previously approved engineering plans have not changed since my previous submittal.

If additional information is needed, please contact me.

Very truly yours,

[Signature]

Dainius Virbickas

[Printed Name]
304 Federal Rd, St 308 Brookfield, CT 06804

Mailing Address

203-740-2033

[Phone Number]
July 26, 2022

The Honorable City Council  
155 Deer Hill Avenue  
Danbury, CT 06810

RE: Land Donations from Mr. Melvyn Powers and M&M Realty

Dear Council,

As part of the City of Danbury’s ongoing negotiations to purchase land and construct the Danbury Career Academy (“DCA”), Mr. Melvyn Powers and M&M Realty have each offered to donate a parcel of land (two total) adjacent to the master DCA site on Apple Ridge Road.

Kindly consider the adoption of the attached resolution to move forward with accepting the donations.

Sincerely,

Dean Esposito       
Mayor

Attached
To: Mayor Dean E. Esposito &
The Danbury City Council
155 Deer Hill Avenue
Danbury, CT 06810

July 26, 2022

Re: DONATION OF TWO PARCELS OF COMMERCIAL PROPERTY ADJACENT TO PROPOSED DCA (DANBURY CAREER ACADEMY) – DONATIONS BY MR. MELVYN POWERS AND M&M REALTY

Dear Mayor and Members of the City Council: On this date, Mr. Melvyn Powers and M&M Realty have offered to donate two (2) parcels of commercial property, to the City, at no cost to the City, directly adjacent to and associated with the proposed Danbury Career Academy facility/complex as follows: a vacant parcel consisting of approximately 6.402 acres offered by Mr. Melvyn Powers, and a second, smaller parcel consisting of that certain roadway/passageway commonly known as “Apple Ridge Road” (which road is the only access to the proposed Danbury Career Academy), which connects with Kenosia Avenue offered by M&M Realty.

Please note the donation of the two parcels are contingent on The City of Danbury buying the building owned by Delaware MMP Realty LLC and occupied by Cartus Corporation and known as 40 Apple Ridge Road, Danbury, Connecticut.

Very truly yours,

[Signature]

MELVYN POWERS
M&M REALTY

By: [Signature]
Name: Melvyn Powers
Title: Partner

By: [Signature]
Name: Mary Powers
Title: Partner
To: Mayor Dean E. Esposito &
The Danbury City Council
155 Deer Hill Avenue
Danbury, CT 06810

July 26, 2022

DONATION OF ONE PARCEL OF LAND ADJACENT TO KENOSIA AVENUE AND ADJACENT TO THE PROPOSED DANBURY CAREER ACADEMY

Dear Mayor and Members of the City Council: M&M Realty, which is owned by Mr. and Mrs. Melvyn Powers would like to offer to donate to the City of Danbury of one (1) parcel of commercial property, to the City, at no cost to the City, which parcel consisting of that certain roadway/passageway commonly known as “Apple Ridge Road” (which road is the only access to the proposed Danbury Career Academy), which connects with Kenosia Avenue. Please accept this offer, through your usual acceptance process.

Very truly yours,

M&M REALTY

By: ____________________________
Name: Melvyn Powers
Title: Partner

By: ____________________________
Name: Mary Powers
Title: Partner
To: Mayor Dean E. Esposito &
The Danbury City Council
155 Deer Hill Avenue
Danbury, CT 06810

July 26, 2022

DONATION OF ONE PARCEL OF LAND ADJACENT TO THE PROPOSED
DANBURY CAREER ACADEMY

Dear Mayor and Members of the City Council:  Mr. Melvyn Powers would like to offer to
donate to the City of Danbury of one (1) parcel of commercial property, to the City, at no cost to
the City, which parcel is directly adjacent to and associated with the proposed Danbury Career
Academy facility/complex, as follows: a vacant parcel consisting of approximately 6.402 acres.
Please accept this offer, through your usual acceptance process.

Very truly yours,

MELVYN POWERS
RESOLUTION
CITY OF DANBURY, STATE OF CONNECTICUT
________________________ A.D. 2022

RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANBURY

WHEREAS, THE City of Danbury is proposing to purchase land for and construct the Danbury Career Academy ("DCA") on property located on Apple Ridge Road to serve the Middle and High School grades; and

WHEREAS, adjacent and proximate to the master DCA site, are two (2) parcels of land which are essential to the proposed project; and

WHEREAS, such parcels are separately identified in communication attached to this resolution, and also on file with the DCA project purchase and sale documentation; and

WHEREAS, these parcels are to be donated to the City of Danbury for the DCA by the present owner, Delaware MMP Realty, LLC for purposes of access and for associated School purposes; and

WHEREAS, the acceptance of these parcels and related planning reviews and approvals will permit their usage for the DCA now and in the future; and

WHEREAS, it is in the best interests of the City of Danbury and its School Administration that such donations be received and accepted for these purposes;

NOW, THEREFORE BE IT RESOLVED THAT, by virtue of the receipt of communication from Delaware MMP Realty, LLC, M&M Realty and Mr. Melvyn Powers offering the donation of two parcels of land at Apple Ridge Road, that the City Council receive said parcels and that Mayor Dean Esposito be and hereby is authorized to accept the donations, subject to any terms or conditions he and the Office of the Corporation Counsel shall determine, and process all necessary actions to fulfil that purpose as appropriate for the development of the Danbury Career Academy.
July 26, 2022

The Honorable City Council
155 Deer Hill Avenue
Danbury, CT 06810


Dear Council,

I am pleased to present to the Council, with my endorsement, an Agreement between the Board of Education and Local 1303-295 of Council #4 AFSCME, AFL-CIO (Danbury School Nurses Association) ("Union"), which includes provisions governing eligible employees' participation in the City’s pension plans. Eligible school nurses, employees of the Board of Education, have historically participated in the City’s pension plan. With this Agreement, such employees will contribute to the City’s pension plans as follows:

- Effective July 1, 2022, current bargaining unit employees participating in the City’s General Employees Pension Plan ("Plan") will contribute 1.5% of base salary into the Plan; effective July 1, 2023, bargaining unit employees will contribute 2% of base salary into the Plan.
- New eligible bargaining unit employees hired on or after July 1, 2022 will participate in the City’s Defined Contribution (401a) Plan with a 3% employee contribution and a 3% contribution by the City.

A copy of the pension provisions of the Agreement are attached. A copy of the entire Agreement is also on file in the Legislative Assistant’s office.

I encourage your support in voting to fund the City’s 3% contribution for eligible employees hired on or after July 1, 2022 who will participate in the City’s Defined Contribution Plan, as provided in the Agreement.

Sincerely,

Dean Esposito
Mayor
Any employee who refuses recall shall lose all further recall rights. Failure to report to work within twenty (20) working days following notice to report, sent by registered or certified mail to the employee's last known home address as it appears in the records of the Personnel Office, shall relieve the Board of any further obligation under this section of the Article. It is the employee's responsibility to notify the Personnel Office in writing of any change in address. Notwithstanding the aforesaid, upon written request of the employee, the Board may at its sole option extend the date when said employee must report back to work under this Section. Failure of the Board of Education to grant the requested extension shall not be a grievable matter by the employee or the Union.

**ARTICLE XIX**  
**RETIREMENT BENEFITS**

**A. Defined Benefit Plan – Eligible Employees Hired Before July 1, 2022**

1. It is recognized by the parties to this Agreement that the City of Danbury maintains a General Employees Defined Benefit Pension Plan in which certain employees hired before July 1, 2022 participate.

   a. Effective July 1, 2022, employees participating in Danbury’s General Employees Defined Benefit Pension Plan shall be required to make an annual pension contribution equal to one and one half percent (1.5%) of their base salary on a pre-tax basis.

   b. Effective July 1, 2023, employees participating in Danbury’s General Employees Defined Benefit Pension Plan shall be required to make an annual pension contribution equal to two percent (2%) of their base salary on a pre-tax basis.

2. Effective July 1, 2022, an employee who separates employment with the Board of Education ("Board") with less than five (5) years of service shall be entitled to a return of his/her contributions to the General Employees Defined Benefit Pension Plan.

   Effective July 1, 2022, a bargaining unit member who separates employment with the Board with more than five (5) years but less than ten (10) years of service shall have the option of receiving his/her bargaining unit member contributions to the General Employees Defined Benefit Pension Plan plus three percent (3%) interest in lieu of any other partially vested benefit under the General Employees Defined Benefit Pension Plan provided that such bargaining unit member makes such irrevocable election in writing at the time of his/her separation.

3. Effective July 1, 2022, a bargaining unit member whose separation from his/her employment with the Board on or after July 1, 2022 is caused by his/her death shall be entitled to the following based on his/her years of service with the Board at the time of death:
a. Less than five (5) years of service - Return of his/her bargaining unit member contributions to the General Employees Defined Benefit Pension Plan;

b. More than five (5) years of service - Return of his/her bargaining unit member contributions to the General Employees Defined Benefit Pension Plan plus three percent (3%) interest;

c. Any such return of his/her bargaining unit member contributions shall be made to the bargaining unit member's spouse or estate.

B. Defined Contribution Plan – Eligible Employees Hired On or After July 1, 2022

1. Full-time employees hired on or after July 1, 2022 shall participate in a new Defined Contribution Plan administered by the City, which shall have the following key provisions:

   a. Participants in the Plan shall make a retirement contribution of three percent (3%) of base salary to the Plan on an annual basis.

   b. The City shall match the three percent (3%) annual contribution made by a participant on an annual basis.

   c. Participants shall fully vest in the plan at 5 years of service.

2. Any additional terms and conditions applicable to the Defined Contribution Plan shall be set forth in the applicable plan document governing such Defined Contribution Plan, which may include a customized or prototype or other standard Defined Contribution Pension Plan document furnished to the City by the vendor or other service provider hired by the City to provide services with respect to such Defined Contribution Pension Plan, as such plan document may be amended or modified from time to time.
MEMORANDUM

TO: Mayor Dean Esposito via City Council

FROM: Dan Garrick, Assistant Director of Finance

DATE: July 26, 2022

SUBJECT: Certification of Funds
Funding Pension Provisions in the Collective Bargaining Agreement
Local 1303-295 of Council #4 AFSCME, AFL-CIO
(Danbury School Nurses Association) July 1, 2021 - June 30, 2024

CERTIFICATION

Pursuant to the City Council Agenda for Funding Pension Provisions in the Collective Bargaining Agreement – Local 13103-295 of Council #4 AFSCME, AFL-CIO (Danbury School Nurses Association), I hereby certify that the necessary funding in the future will be included within the City’s annual allocation for the required matching funds for eligible employees hired on or after July 1, 2022 (new hires).

The impact to the City’s pension plan as proposed in the Collective Bargaining Agreement (CBA) is as follows:

- **Eligible employees hired on or after July 1, 2022, can only participate in the Defined Contribution Plan.** There will be a required 3% contribution by the employee and a 3% match by the employer.

- **Defined Benefit Plan participants will be required to start making contributions as of July 1, 2021.** The City currently covers the entire costs of the defined benefit (GEPP – General Employees’ Pension Plan) plan for the eligible Danbury School Nurses Association employees. The proposed CBA contract will require existing plan participants to make contributions of 1.5% in FY23 and 2.0% in FY24.

The required contributions from the defined benefit plan participants are projected to offset the costs associated with 3% match contribution from the employer for the defined contribution plan. Please feel free to contact me should you require any additional information.
RESOLUTION
CITY OF DANBURY, STATE OF CONNECTICUT
A.D. 2022

RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANBURY

WHEREAS, the Danbury Board of Education ("Board") and Local 1303-205 of Council #4 AFSCME, AFL-CIO (Danbury School Nurses Association) ("Union") negotiated a successor collective bargaining agreement for the period July 1, 2021 through June 30, 2024, which includes provisions negotiated by the City of Danbury ("City") relating to the City’s pension plans; and

WHEREAS, effective July 1, 2022 current eligible employee members of the Union who are participants in the City’s General Employees’ Pension Plan ("GEPP") shall contribute one and one half percent (1.5%) of base salary into the GEPP; and effective July 1, 2023, two percent (2.0%) of base salary into the GEPP; and

WHEREAS, eligible employee members of the Union hired on or after July 1, 2022 shall participate in the City’s Defined Contribution Plan with a contribution of 3% of base salary on an annual basis with the City contributing 3% on an annual basis; and

WHEREAS, the City seeks the necessary approval for the Council to appropriate such funds necessary to implement the City’s 3% contribution for the benefit of the employees who will participate in the Defined Contribution Plan for the period July 1, 2022 and ongoing, or until such time as such contribution is amended through collective bargaining.

NOW THEREFORE, BE IT RESOLVED THAT the City through its City Council, hereby authorizes Mayor Dean Esposito to sign any documents necessary to effectuate such funding and to execute on behalf of the City of Danbury all documents, contracts, letters, agreements or amendments, and to take all actions necessary to effectuate the purposes hereof.
MEMORANDUM

TO: Mayor Dean Esposito via the City Council

FROM: Dan Garrick, Assistant Director of Finance

DATE: July 20, 2022

SUBJECT: AMERICAN RESCUE PLAN ACT OF 2021

Attached you will find a resolution to reallocate funds for the American Rescue Plan Act as highlighted on Exhibit 1-A. The City Council originally approved funding of ARPA projects on June 7, 2022. A brief description of each change is below:

FD Trucks - $1,810,000 – This change adds $800,000 to this project which will allow the Fire Department to replace an aerial truck that is aging out of service.

Facade Improvement Program – $100,000 - This reduces this program from $300,000 to reallocate $200,000 to the Small Business Economic Assistance Program. Prior years Capital Funds has $170,000 remaining for Facade Improvements.

Small Business Economic Assistance - $400,000 – This increases this program from $200,000 to assist more small businesses that have been adversely impacted by COVID.

Automated External Defibrillators (AEDs) - $132,000 – Adding this project will replace aging AEDs in City buildings and the Fire Department’s first responder program. This will also add “Stop the Bleed” kits at City buildings.

Traffic Cameras - $37,000 – This project will purchase and install cameras at high impact areas throughout the City, allowing emergency management officials to monitor weather/road conditions, other safety hazards, and provide valuable situational awareness for public safety personnel.

ARPA Funded Projects (TBD) – The above additions reduce the unallocated balance from revenue loss funds to $11,068,338.

Please feel free to contact me should you require any additional information. Thank you.
### Exhibit 1-A
Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund Project/Program List

### City of Danbury
American Rescue Plan Act of 2021 (ARPA)
Exhibit 1-A

$32,047,338  Total ARPA Allocation due to the City of Danbury

#### FY23 CIP - Mayor's Recommended City Projects

<table>
<thead>
<tr>
<th>$</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>425,000</td>
<td>Playground Replacement in City Parks &amp; Schools</td>
</tr>
<tr>
<td>100,000</td>
<td>Playcape Repairs in City Parks</td>
</tr>
<tr>
<td>100,000</td>
<td>Playground Safety Surfacing</td>
</tr>
<tr>
<td>50,000</td>
<td>War Memorial Emergency Generator</td>
</tr>
</tbody>
</table>

| $1,810,000 | FD Trucks: Ladders, Rescue, Pumpers |
| 500,000 | Fire Training School Site Improvements MS4/Tower Compliance Requirements |
| 900,000 | FD Communication, Radio, Paging Equip and Systems |
| 100,000 | Public Safety Tough Book Replacement (Technology) |
| 100,000 | Public Safety Software Upgrades |
| 125,000 | City Website Redesign |
| 75,000 | Dispatch Center computers, monitors and wiring |
| 25,000 | FCC Ruggedized laptops |
| 140,000 | Public Safety Hardware Replacement Program |
| 75,000 | Fire Dept MDT Replacements |
| 75,000 | Park Furniture and Equipment Program |
| 150,000 | Reconstruct Boat Ramp area |
| 300,000 | Spray Parks Equipment Replacement Program |

| $106,000 | Facade Improvement Program |
| 300,000 | Eng Plans for Relocation of Pulse Point |
| 200,000 | Support Affordable Housing Programs |

| $406,000 | Small Business Economic Assistance |
| 545,000 | Body Camera Project |
| 115,000 | Taxer Project |
| 250,000 | Steve Kaplanis Memorial Field Lighting |
| 500,000 | Richter House Improvements |
| 400,000 | Parking and Driveway Improvements |
| 250,000 | Pavilion Construction |
| 260,000 | EMS Vehicle Replacement Program |
| 200,000 | Stretcher/Stairchair Replacement Program |
| 240,000 | Cardiac Monitor Replacement Program |
| 132,000 | Automated External Defibrillators |
| 37,000 | Traffic Cameras |

$8,979,000  FY23 CIP - Mayor's Recommended City Projects

#### Other Recommended Non-Capital Initiatives funded with ARPA Funds - FY23 Budget

<table>
<thead>
<tr>
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<tr>
<td>200,000</td>
<td>United Way - ALICE Program to help need families impacted by the pandemic</td>
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<tr>
<td>238,500</td>
<td>The Housing Collective (formerly Supportive Housing Works, Inc.)</td>
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<td>5,000,000</td>
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<td>Public Safety Wellness Program</td>
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<td>Public Safety Training</td>
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<td>1,000,000</td>
<td>Authorities (FY20 - FY25)</td>
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<tr>
<td>2,591,500</td>
<td>COVID pay</td>
</tr>
<tr>
<td>220,000</td>
<td>Summer Youth Program</td>
</tr>
<tr>
<td>2,500,000</td>
<td>Local economic impact (resulting in reduction to the Grand List to commercial properties)</td>
</tr>
</tbody>
</table>

$12,000,000  Other Recommended Non-Capital Initiatives funded with ARPA Funds

20,979,000  Total ARPA projects/programs

11,068,338  ARPA funded projects (TBD) - Balance of Revenue Loss Funds

Please note: The City has calculated a revenue loss of $12,117,857 in accordance with ARPA guidelines. As permitted, the City will also withhold 5% for associated administrative costs on all grant amounts.
### Exhibit 1

Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund
Project/Program List

### City of Danbury

American Rescue Plan Act of 2021 (ARPA)

**EXHIBIT 1**

$32,047,338  Total ARPA Allocation due to the City of Danbury

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<td>Cardiac Monitor Replacement Program</td>
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$8,000,000  FY23 CIP - Mayor's Recommended City Projects

**Other Recommended Non-Capital Initiatives funded with ARPA Funds - FY23 Budget**

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<td>Local economic impact (resulting in reduction to the Grand List to commercial properties)</td>
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$12,000,000  Other Recommended Non-Capital Initiatives funded with ARPA Funds

### Total ARPA projects/programs

12,047,338  ARPA funded projects (TBD)

*Please note: The City has calculated a revenue loss of $12,117,857 in accordance with ARPA guidelines. As permitted, the City will also withhold 5% for associated administrative costs on all grant amounts.*
RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

A.D. 2022

RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANBURY

WHEREAS, on March 11, 2021, the $1.9 trillion American Rescue Plan Act of 2021 (the "ARPA") was enacted, which includes $1.6 billion in relief for local governments; and

WHEREAS, the City of Danbury (the "City") has received the total amount of $32,047,338 in ARPA funds from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (the "Recovery Fund Grant"); and

WHEREAS, on June 7, 2022 the City Council approved the acceptance of these funds for the projects set forth in the attached Exhibit 1, in the amounts designated for each project as set forth in Exhibit 1; and

WHEREAS, the City now desires to reallocate certain amounts previously designated in Exhibit 1. The reallocation of these amounts are set forth in the attached Exhibit 1-A.

NOW, THEREFORE, IT IS RESOLVED THAT the Recovery Fund Grant funds, subject to availability, be reallocated in the amounts designated for certain projects as set forth in the attached Exhibit 1-A; and

IT IS FURTHER RESOLVED THAT Dean Esposito, Mayor of the City of Danbury, or his designee, be and hereby is authorized to take all actions necessary to effectuate the intent of this resolution.
MEMORANDUM

TO: Honorable Dean E. Esposito via the City Council

FROM: Daniel G. Garrick, Assistant Director of Finance

DATE: July 21, 2022

RE: Community Development Block Grant Program – Program Year 48

Attached is a resolution which will allow the City of Danbury to approve and submit the City’s Annual Action Plan for Program Year 48. This resolution will allow the City to apply for and accept funding from the U.S. Department of Housing and Urban Development for the Community Development Block Grant Program (CDBG).

Available funding for the time period August 1, 2022 through July 31, 2023 (Program Year 48) totals $625,829. No local cash match is required. A listing of the Policy Committee’s recommended recipients for Program Year 48 funding is attached.

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

DGG/ag
CITY OF DANBURY  
Community Development Block Grant  
Program Year 48  
August 1, 2022-July 31, 2023  

Recommended Projects  
(As Per Required Public Notice)  

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Association of Religious Communities</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Connecticut Institute for Communities, Inc</td>
<td>$4,525.00</td>
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<tr>
<td>Danbury Fire Department</td>
<td>$35,825.00</td>
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<tr>
<td>Danbury Youth Services</td>
<td>$10,000.00</td>
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<tr>
<td>Danbury War Memorial Association</td>
<td>$185,000.00</td>
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<tr>
<td>Family and Children's Aid / Harmony House Shelter</td>
<td>$25,000.00</td>
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<tr>
<td>Housing Authority of the City of Danbury</td>
<td>$95,479.00</td>
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<tr>
<td>New Neighborhoods, Inc</td>
<td>$20,000.00</td>
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<tr>
<td>Section 108 Loan Repayment</td>
<td>$125,000.00</td>
</tr>
<tr>
<td>General Administration</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>TOTAL FUNDS ALLOCATED</td>
<td>$625,829.00</td>
</tr>
</tbody>
</table>
RESOLUTION
CITY OF DANBURY, STATE OF CONNECTICUT

_____________________________ A.D. 2022

RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANBURY

WHEREAS, the United States Department of Housing and Urban Development has allocated funds under Title I of the Housing and Community Development Act of 1974, as amended, which authorized the Community Development Block Grant Program; and

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

NOW, THEREFORE, BE IT RESOLVED THAT Dean E. Esposito, Mayor of the City of Danbury, is hereby authorized to approve and submit the City’s Annual Action Plan for Program Year 48 and make application on behalf of the City of Danbury to the United States Department of Housing and Urban Development for grant funds for the Community Development Block Grant Program Year commencing August 1, 2022 through July 31, 2023 for the Forty-Eighth Year Funding in accordance with all pertinent laws and regulations and the Statement of Community Development Objectives and Projected Use of Funds proposed by the Mayor’s Community Development Program Policy Committee.

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

TO:    HON. DEAN ESPOSITO VIA THE CITY COUNCIL
FROM:  DAN GARRICK, ASSISTANT DIRECTOR OF FINANCE
DATE:  7/20/22
RE:    RESOLUTION- 2022 JAG BYRNE FUNDING—POLICE DEPARTMENT

Attached for your review is a resolution that will allow the City of Danbury Police Department to accept funding from the US Department of Justice, Bureau of Justice Assistance through its "FY 2022 Edward Byrne Memorial Justice Assistance Grant Program".

If awarded, this funding will not exceed $18,994 and will be used to assist in enhancing law enforcement activities and services within the community. Funds are to be expended between October 1, 2021 and Sept 30, 2023 and do not require a local match.

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

DG/sk
Cc:  Chief Riderhour
July 18, 2022

MEMORANDUM

To: Sue Karninski – Finance Department

From: Patrick A. Ridenhour, Chief of Police

Subject: FY 2022-23 Edward Byrne Memorial Justice Assistance Grant (JAG)

This Department requests that the City Council act on and approve the Danbury Police Department’s application for the JAG/Justice Assistance Grant FY 2022-23 which totals $18,994.00 to be used for the purchase of services and equipment.

Patrick A. Ridenhour
Chief of Police

PAR:mrl

Cc: Sgt. Antonelli – Community Services Division
Listed below are all jurisdictions in the state that are eligible for FY 2022 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf and current JAG Frequently Asked Questions here: https://www.bja.gov/Funding/JACFAQ.pdf.

Finding your jurisdiction:

(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
(3) Counties that have an asterisk (*) under the “Direct Allocation” column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

<table>
<thead>
<tr>
<th>State</th>
<th>Jurisdiction Name</th>
<th>Government Type</th>
<th>Direct Allocation</th>
<th>Joint Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>CT</td>
<td>BRIDGEPORT CITY</td>
<td>Municipal</td>
<td>$148,212</td>
<td></td>
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<tr>
<td>CT</td>
<td>BRISTOL CITY</td>
<td>Municipal</td>
<td>$10,391</td>
<td></td>
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<tr>
<td>CT</td>
<td>DANBURY CITY</td>
<td>Municipal</td>
<td>$18,994</td>
<td></td>
</tr>
<tr>
<td>CT</td>
<td>EAST HARTFORD TOWN</td>
<td>Township</td>
<td>$15,307</td>
<td></td>
</tr>
<tr>
<td>CT</td>
<td>HAMDEN TOWN</td>
<td>Township</td>
<td>$33,408</td>
<td></td>
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<td>CT</td>
<td>HARTFORD CITY</td>
<td>Municipal</td>
<td>$199,441</td>
<td></td>
</tr>
<tr>
<td>CT</td>
<td>MANCHESTER TOWN</td>
<td>Township</td>
<td>$16,592</td>
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<td>CT</td>
<td>MERIDEN CTY</td>
<td>Municipal</td>
<td>$29,218</td>
<td></td>
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<td>CT</td>
<td>NEW BRITAIN CTY</td>
<td>Municipal</td>
<td>$51,843</td>
<td></td>
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<tr>
<td>CT</td>
<td>NEW HAVEN CTY</td>
<td>Municipal</td>
<td>$179,441</td>
<td></td>
</tr>
<tr>
<td>CT</td>
<td>NEW LONDON CTY</td>
<td>Municipal</td>
<td>$15,084</td>
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<td>CT</td>
<td>NORWALK CITY</td>
<td>Municipal</td>
<td>$32,235</td>
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<td>CT</td>
<td>NORWICH CITY</td>
<td>Municipal</td>
<td>$22,179</td>
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<td>CT</td>
<td>STAMFORD CITY</td>
<td>Municipal</td>
<td>$43,464</td>
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<td>CT</td>
<td>WATERBURY CITY</td>
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<td>$67,989</td>
<td></td>
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<tr>
<td>CT</td>
<td>WEST HAVEN CITY</td>
<td>Municipal</td>
<td>$15,587</td>
<td></td>
</tr>
</tbody>
</table>

Local total: $899,385
BJA FY 2022 Edward Byrne Memorial Justice Assistance Grant Program — Local
Solicitation

Assistance Listing Number #: 16,738
Solicitation Release Date: June 22, 2022 2:00 PM
Grants.gov Deadline: August 03, 2022 8:59 PM
Application JustGrants Deadline: August 08, 2022 8:59 PM

Overview
The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) seeks applications for funding for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the DOJ's mission by assisting local and tribal law criminal justice efforts to prevent or reduce crime and violence and to improve the administration of the criminal justice system.

This solicitation incorporates the OJP Grant Application Resource Guide by reference. The OJP Grant Application Resource Guide provides guidance to applicants to prepare and submit applications to OJP for funding. If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

Solicitation Categories

<table>
<thead>
<tr>
<th>Competition ID</th>
<th>Category *</th>
<th>Number of Awards</th>
<th>Dollar Amount for Award</th>
<th>Performance Start Date</th>
<th>Performance Duration (Months)</th>
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</thead>
<tbody>
<tr>
<td>C-BJA-2022-00154-PROD</td>
<td>Category 1 - Applicants with eligible allocation amounts of less than $25,000</td>
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<td>$9,450,338.00</td>
<td>10/1/21 12:00 AM</td>
<td>24</td>
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<tr>
<td>C-BJA-2022-00155-PROD</td>
<td>Category 2 - Applicants with eligible allocation amounts of $25,000 or more</td>
<td>580</td>
<td>$83,437,803.00</td>
<td>10/1/21 12:00 AM</td>
<td>48</td>
</tr>
</tbody>
</table>

Eligible Applicants:
City or township governments, County governments, Native American tribal governments (Federally recognized), Special district governments, Other

Other
By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff. The eligible allocations by state for the fiscal year (FY) 2022 JAG Program can be found at: https://bja.ojp.gov/program/jag/fy-2022-allocations.

Eligible allocations under JAG are posted annually on the JAG web page. See the allocation determination and "Units of Local Government" requirements section for more information. **Applicants with eligible allocation amounts of less than $25,000 will apply to Category 1, and applicants with eligible allocation amounts of $25,000 or more will apply to Category 2.**

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

**Contact Information**

For technical assistance with submitting the Application for Federal Assistance standard form (SF)-424 and a Disclosure of Lobbying Activities form (SF-LLL) in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-516-4726, 606-545-5035, Grants.gov customer support, or support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the full application in DOJ's Justice Grants System (JustGrants), contact the JustGrants Service Desk at 833-672-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates 5 a.m. to 9 p.m. eastern time Monday–Friday and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

For assistance with any other requirements of this solicitation, contact the OJP Response Center by telephone at 800-851-3420 or TTY: 301-240-6310 (hearing impaired only), or by email at grants@ncjrs.gov. The OJP Response Center hours of operation are 10 a.m. to 6 p.m. eastern time Monday–Friday, and 10 a.m. to 8 p.m. on the solicitation close date.

**Submission Information**

Applications will be submitted to DOJ in two steps:

**Step 1:** The applicant must submit by the Grants.gov deadline the required Application for Federal Assistance standard form (SF)-424 and a Disclosure of Lobbying Activities (SF-LLL) form when they register in Grants.gov at https://www.grants.gov/web/grants/register.html. To register in Grants.gov, the applicant will need to ensure that its System for Award Management (SAM) registration is current.

**Step 2:** The applicant must then submit the full application, including attachments, in JustGrants at https://justicegrants.usdoj.gov. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. OJP encourages applicants to review the "How to Apply" section in the OJP Grant Application Resource Guide and the JustGrants website for more information, resources, and training.
RESOLUTION
CITY OF DANBURY, STATE OF CONNECTICUT

RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANBURY

WHEREAS the US Department of Justice, Office of Justice Programs (OJP) has made funding available to the City of Danbury Police Department under the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS this funding, not to exceed $18,994 will be used by the City of Danbury Police Department to assist in enhancing law enforcement and police services within the community; and

WHEREAS, the funding period is 10/1/21-9/30/23, with no local matching funds required.

NOW, THEREFORE, BE IT RESOLVED that Dean Esposito, Mayor of the City of Danbury, or Patrick Ridenhour, Chief of Police, as his designee, is hereby authorized to apply for and accept said funding and the Mayor is authorized to sign any contracts/documents to effectuate the purposes thereof.
CITY OF DANBURY
OFFICE OF EMERGENCY MANAGEMENT
MATTHEW G. CASSAVECHIA, Director

TO: Honorable Mayor Dean Esposito
Honorable Members of the City Council

FROM: Matthew G. Cassavechia
Emergency Management Director

DATE: July 11th, 2022

RE: Request permission to apply for Citizen Corps Program funding

The Office of Emergency Management requests the City Council’s approval to apply for Citizen Corps Program funding through the State of Connecticut Department of Emergency Services & Public Protection (DESP) Division of Emergency Management and Homeland Security (DEMHS) Strategic Planning & Grant Administration Unit. This funding will be utilized to hold an initial Community Emergency Response Team (CERT) basic training course to increase the City’s current CERT roster. Danbury CERT works under the direction of the Danbury Emergency Management Director and may perform missions related to sheltering, commodities distribution, EOC operations, wellness checks, traffic and access control, deliveries to homebound residents, and other missions as appropriate to an emergency declaration. The majority of the funds will be utilized to cover instructor costs for this 20 hour course. The total funding request is $600.00 which will be fully refunded through this application.

Respectfully,

Matthew G. Cassavechia
Emergency Management Director
State of Connecticut
Department of Emergency Services and Public Protection
Division of Emergency Management & Homeland Security
Strategic Planning & Grant Administration Unit

Application for Citizen Corps Program Funding
Training (Cat. A & B), Equipment (Cat. D) and Statewide Applications (Cat. E)
(Revised: May, 2016)

Please refer to the Connecticut Statewide Citizen Corps Program Handbook for application and program guidance.

1. Date of application: 06/21/2022

2. Name, title and address of eligible applicant: Matthew G Cassavechia

3. Federal Employer Identification Number (FEIN): 08001668

4. Eligible applicant telephone number and email: 203-797-4933 - m.cassavechia@danbury-ct.gov

5. Name and email address of person completing application: m.cassavechia@danbury-ct.gov

6. Project title: Danbury CERT Basic Training

7. Select one grant category per application:

- Category A: Initial CERT Training. Maximum funding: $1,200*
  *Payment of Instructors at $25/hours up to a maximum of $1,000
  - Attach Unit Mission Statement
  - Proposed number of students: 35 (min. 10 students/max. 35 students per class.)
  - Name of Lead Trainer: Matthew G Cassavechia
  - Training Location: Danbury City Hall - 155 Deer Hill Avenue, Danbury, CT 06810
  - Requesting State-issued backpacks & equipment: Yes  No

- Category B: Advanced Training. Maximum funding $1,000
  *Payment of Instructors at $25/hours up to a maximum of $1,000
  Eligible applicants can apply for one Advanced Training per calendar year
  - Attach Unit Mission Statement
  - Proposed number of students:

- Category C: Please see separate Planning Application on DESPP/DEMHS website

- Category D: CERT Equipment  Eligible applicants are Municipalities with existing CERT Teams.
  Max Funding: $1,000  Eligible applicants can apply for one Equipment Grant per calendar year

- Category E: Statewide Applications
Danbury Community Emergency Response Team (CERT)

Mission Statement

The City of Danbury Office of Emergency Management (OEM) is responsible for the development and implementation of critical mitigation, preparedness, response and recovery activities to manage a unified approach to complex all hazard emergencies. Our primary mission focuses on the development and continuous exercise of plans, protocols, and procedures that ensure the safety and security of our citizens. These preparedness efforts contribute to our community’s ability to maintain a state of readiness to effectively respond when a disaster, crisis or any other type of emergency strikes.

Danbury CERT works under the direction of the Danbury Emergency Management Director and may perform missions related to sheltering, commodities distribution, EOC operations, wellness checks, traffic and access control, deliveries to homebound residents, and other missions as appropriate to the emergency.
8. Application Budget:

<table>
<thead>
<tr>
<th>Category</th>
<th>Funding Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructor Costs</td>
<td>500</td>
</tr>
<tr>
<td>Travel</td>
<td></td>
</tr>
<tr>
<td>Training Equipment</td>
<td></td>
</tr>
<tr>
<td>Training Supplies</td>
<td></td>
</tr>
<tr>
<td>Facility Fees</td>
<td>100</td>
</tr>
<tr>
<td>Other Eligible Items</td>
<td></td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>600</strong></td>
</tr>
</tbody>
</table>

If the project includes equipment, please list each item in the following table along with its AEL# (see FEMA's Authorized Equipment List) and confirmation that it is eligible for purchase with Citizen Corps Program (CCP) funds.

<table>
<thead>
<tr>
<th>Description of Equipment</th>
<th>AEL Ref. #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9. Amount of Citizen Corps Program funding being requested:

10. Detailed Project Summary: describing the proposed activity, purpose, need, and (if applicable) relationship to mission:

    Initial basic training course for the expansion of existing Danbury CERT team

11. Expected project start date: 07/11/2022

For Training applications: the undersigned acknowledge that this training class must begin within 180 days and be completed within 270 days of the approval date or the funding will be cancelled

Signature of Applicant: [Signature]

Matthew G Cassavechia
Name (Print)

EMD
Title (Print)

06/21/2022
Date

The undersigned representative of the NH COG Citizen Corps Council endorses this application.

Robert Phillips, Executive Director, 'NH COG'

Originator: Please forward request form to your local or regional Citizen Corps Council for review.

Local or Regional Citizen Corps Council: Please review and sign. Scan/e-mail the application to demhs.citizencorps@ct.gov. Please mail the application with original signatures to: Grants Unit, 3rd Floor North, 1111 Country Club Road, Middletown, CT 06457
RESOLUTION
CITY OF DANBURY, STATE OF CONNECTICUT
A.D. 2022

RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANBURY

WHEREAS, the State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management has offered a funding opportunity through the Citizen Corps Program funding to the Office of Emergency Management; and

WHEREAS the City of Danbury Office of Emergency Management intends to submit an application requesting an award not to exceed $600.00; and

WHEREAS if awarded, this funding will be used to hold an initial Community Emergency Response Team ("CERT") basis training course to increase the City’s current CERT roster; and

WHEREAS, there is no City match required for this program.

NOW, THEREFORE, BE IT RESOLVED THAT Dean Esposito, Mayor of the City of Danbury, or Matthew Cassavechia, Emergency Management Director for the City of Danbury, as his designee, is authorized to apply for and accept this funding and to do all things necessary to effectuate the purposes thereof.
CITY OF DANBURY
DEPARTMENT OF HEALTH AND HUMAN SERVICES
153 DEER HILL AVENUE • DANBURY, CONNECTICUT 06810
www.danbury-ct.gov/health • healthdept@danbury-ct.gov
TEL: 203.797.4625 • FAX: 203.796.1596

Dean Esposito
Mayor

Kara Marie Prunty, MPH
Director of Health

TO: Honorable Mayor Dean Esposito
    Honorable Members of the City Council

FROM: Kara Marie Prunty, MPH
       Director of Health and Human Services

DATE: July 19, 2022

RE: Connecticut Department of Housing Emergency Shelter Grant

The State of Connecticut Department of Housing (DOH) has notified the City of Danbury Department of Health and Human Services (DHHS) that there has been an amendment to the existing contract for the Emergency Shelter Grant to include the COLA increase in the amount of $5,531. DHHS is requesting to accept the additional COLA adjustment and utilize these funds to support shelter staff, operational expenses, food, transportation, and cleaning products needed for the daily operations and upkeep of the City of Danbury’s Emergency Shelter until June 30, 2023.

Respectfully,

Kara Marie Prunty, MPH
Director of Health and Human Services
STATE OF CONNECTICUT
DEPARTMENT OF HOUSING

CONTRACT AMENDMENT

Contractor: City of Danbury
Contractor Address: 155 Deer Hill Avenue, Danbury, CT 06810
Contract Number: 19DOH0101AZ
Amendment Number: A2
Amount as Amended: $282,059.00
Contract Term as Amended: 7/1/2019 – 6/30/2023

The contract between City of Danbury (the "Contractor") and the Department of Housing (the "Department") which was executed by the parties on effective date 7/1/19, and amended on 6/10/2021 is hereby further amended as follows:

1. The contract is amended because the total maximum amount payable under this contract has increased by $5,531.00 from $276,528.00 to $282,059.00. The funding added through this amendment shall be used by the Contractor to fund a cost-of-living adjustment to salaries and fringe benefits for staff effective 7/1/2021 pursuant to Section 308 of Public Act 21-2.

2. Section 1.1. of Amendment #1 is hereby deleted and the following is substituted in lieu thereof:

1. Payment Provisions. The Department agrees to pay for the services provided and as described under this Contract up to a maximum amount not to exceed $282,059.00 for program funds and Contractor’s fee for the entire Contract period.
WHEREAS, the State of Connecticut Department of Housing (DOH) has previously awarded the City of Danbury Health and Human Services Department an amendment to the current emergency shelter grant; and

WHEREAS, DOH has just announced a COLA adjustment in the amount of $5,531 and the new funding of this grant is in an amount not to exceed $282,059; and

WHEREAS, the grant period is 7/1/19 – 6/30/23; and

WHEREAS, this funding will allow the Health and Human Services Department to operate the Emergency Shelter.

NOW THEREFORE BE IT RESOLVED THAT Dean Esposito, Mayor of the City of Danbury, or Kara Marie Prunty, MPH, Director of Health as his designee, is hereby authorized to apply for and accept said funds and to execute all contracts and agreements necessary to effectuate the purposes thereof.
The City of Danbury Department of Health and Human Services (DHHS) has been previously awarded a Preventative Health and Health Services Block Grant (PHHSBG) from the State of Connecticut in the amount up to $92,104 to be used between October 1, 2019 and September 30, 2022. We have been notified by CT DPH that an additional $24,378 has been awarded to DHHS and the funding period has been extended until September 30, 2023. The State of Connecticut stipulates that these funds are to be used to host Type 2 Diabetes Prevention educational programs to residents at risk of type 2 diabetes. DHHS is formally requesting to accept this funding award and utilize the funds to subcontract with the YMCA to continue to deliver these services to our community. There is no funding match required by the City.

Respectfully,

Kara Marie Prunty, MPH
Director of Health and Human Services
Hello all,

For LHDs with current PHHSBG funding, this is to let you know that your current contract will be extended for an additional year while the DPH finalizes actions in response to the survey results.

The majority of you did say that you would benefit from another year of funding (10/1/2022-9/30/2023), to fully complete or transition your current programming. **If you would not like an extension**, please inform your DPH program coordinator as soon as possible as they will be completing the paperwork for the contract extension next week.
RESOLUTION
CITY OF DANBURY, STATE OF CONNECTICUT

A.D. 2022

RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANBURY

WHEREAS, the State of Connecticut Department of Public Health has notified the City of Danbury Health and Human Services Department of additional funding availability through the Preventative Health and Health Services Block Grant; and

WHEREAS, this funding will supplement the previous grant award which ends 9/30/2022; and

WHEREAS, this additional funding amount is $24,378 is to fund a Type 2 Diabetes Prevention Program between 10/1/22 - 9/30/23; and

WHEREAS, there is no local match required.

NOW THEREFORE BE IT RESOLVED THAT Dean Esposito, Mayor of the City of Danbury, or Kara Marie Prunty, Director of Health, as his designee, is hereby authorized to apply for and accept said funds and to execute all contracts and agreements necessary to effectuate the purposes thereof.
Chairman Cavo called the meeting to order at 6:02 p.m. on Monday, June 27, 2022. Present were Committee Members Jack Knapp and Farley Santos. From the City were Les Pinter, Deputy Corporation Counsel; Sean Hanley, Public Buildings Superintendent; and John Kleinhans, Mayor’s Office. Present from the public was Kevin Walston, Superintendent of Schools.

Mr. Pinter gave a brief overview of the first meeting. City staff pursued the following: historical background of the street name Roberts Avenue, consideration of an Honorary Naming/plaque for the ACE building and Roberts Avenue, and communications with potential stakeholders/Board of Education representative. Mr. Cavo commented Roberts Avenue was named after a State of Connecticut Governor.

Mr. Pinter provided a brief overview of the Honorary Naming process consisting of the Council adopting a formal resolution for the Honorary Naming of the street and building. Mr. Walston commented that the Principals at ACE (Alternative Center for Excellence) school support the Honorary Naming proposal for the building. Mr. Hanley suggested creating a memorial park outside the school, if the City is unable to pursue an Honorary Naming of the street or school.

Mr. Knapp concurs with the recommendation of pursuing an Honorary Naming of the street. Mr. Pinter reiterated the Committee should make a motion to recommend the adoption of a resolution for the Honorary Naming of Roberts Avenue to Joe Pepin Way, and noted that a public hearing is not required for an Honorary Naming, and the City will install a new street sign.

Mr. Santos commented that the Honorary Naming of the ACE school building appropriately honors Mr. Pepin’s legacy in the community. He suggested the City install a plaque on the building. Mr. Knapp reiterated that the City is not changing the name of the school; only the building name, which will not impact grant funding. The ACE (Alternative Center for Excellence) school name will remain the same; however, the building would have an honorary name of “The Joseph W. Pepin Memorial Building”. Mr. Walston believes the BOE would support the honorary naming of the ACE building. Mr. Cavo asked that two separate resolutions be made for the naming of the building and street, as to allow for the two matters to be dealt with separately.

A motion was made by Councilman Knapp and seconded by Councilman Santos, to recommend to the Council to adopt the resolutions to distinguish Robert Avenue as Joe Pepin Way; and to distinguish the building at 26 Locust Avenue as "The Joseph W. Pepin Memorial Building". The motion passed unanimously.

A motion was made by Councilman Santos, and seconded by Councilman Knapp, to adjourn. The motion passed unanimously. The meeting adjourned at 6:23 p.m.

Respectfully submitted,
Joseph Cavo, Chair
Jack Knapp
Farley Santos
RESOLUTION
CITY OF DANBURY, STATE OF CONNECTICUT
A.D. 2022

RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANBURY

WHEREAS, The City of Danbury wishes to both recognize and honor Mr. Joseph W. Pepin's long standing and boundless support of the city's youth and his leadership at the Alternative Center for Education ("ACE") school; and

WHEREAS, in order to properly honor and recognize Mr. Pepin, said ACE school building will reflect an honorary designation as the "Mr. Joseph W. Pepin Memorial Building".

NOW, THEREFORE BE IT RESOLVED THAT by virtue of the authority established in the City Council of Danbury and its Mayor Dean Esposito, and for the foregoing reasons, the ACE School Building shall hereby be this Day and this Year and hereafter be honorarily designated as the "Mr. Joseph W. Pepin Memorial Building".
RESOLUTION
CITY OF DANBURY, STATE OF CONNECTICUT
A.D. 2022

RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANBURY

WHEREAS, The City of Danbury wishes to both recognize and honor Mr. Joseph W. Pepin's long standing and boundless support of the city's youth and his leadership at the Alternative Center for Education ("ACE") school; and

WHEREAS, in order to properly honor and recognize Mr. Pepin, said Roberts Avenue will reflect an honorary designation as "Joe Pepin Way", while retaining the name of Roberts Avenue.

NOW, THEREFORE BE IT RESOLVED THAT by virtue of the authority established in the City Council of Danbury and its Mayor Dean Esposito, and for the foregoing reasons, said Roberts Avenue shall hereby be this Day and this Year and hereafter be honorarily designated as "Joe Pepin Way".
July 14, 2022

To: Mayor Dean Esposito
Members of City Council

From: Planning Commission

Re: 8-24 Referral – June City Council Agenda Item #2: Sidewalk Easement for 3-7 Great Plain Road (#J10178)

The Planning Commission has received a request from the City Council for a report pursuant to CT General Statutes/Sec 8-24, regarding the above referenced item.

At the July 6, 2022 meeting, the Planning Commission voted to give a positive recommendation for the above referenced item subject to the standard conditions: approval by the Department of Public Works, and all final plans and documents should be approved as to form and content by the Office of the Corporation Counsel prior to acceptance by the City and recording on the Danbury Land Records. Mrs. Hoffstaetter made the motion to give this a positive recommendation noting that this was a condition of the approval granted by the Planning Commission in 2016. Mr. Salvagno seconded the motion and it was passed unanimously by voice vote with four ayes (from Mr. Chiocchio, Mrs. Hoffstaetter, Mr. Salvagno, and Chairman Finaldi).

Arnold E. Finaldi Jr.
Chairman

AEF/jr

c: Engineering Dept.
Corporation Counsel
June 27, 2022

Honorable Dean Esposito
City Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Subject: Sidewalk Easement
    JBD Properties, LLC
    3 – 7 Great Plain Road, Danbury, CT

Dear Mayor Esposito and City Council Members:

At the June 7, 2022 City Council meeting, the May 26, 2022 letter with attachments from Kevin J. Curseaden, Esq., attorney for JBD Properties, LLC, requesting that the City accept a sidewalk easement for the above noted property was referred to our department for a report. (Reference item 2 of the June 7, 2022 City Council meeting minutes)

This department has no objection to the City’s acceptance of the sidewalk easement.

We recommend that the sidewalk easement be accepted by the City subject to the legal documents being acceptable to the Corporation Counsel’s office.

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

Very truly yours,

[Signature]

Antonio Iadarola, P.E.
Director of Public Works/City Engineer

C: Laszlo L. Pinter, Esq.
   Sharon Calitro
   Engineering File #1269
May 26, 2022

Mayor Esposito
Hon. City Council Members
City Council City of Danbury
155 Deer Hill Avenue Danbury, CT 06810

Re: 3-7 Great Plain Road, Sidewalk Easement to City of Danbury

Dear Mayor Esposito and Hon. City Council Members:

Please be advised that I represent JBD Properties, LLC ("JBD") in connection with its request of the City of Danbury to accept the Sidewalk Easement over its property pursuant to JBD's August 3, 2016 Planning Commission Special Exception and Site Plan Approval & Extension to 08/03/2026 requiring JBD to grant a sidewalk easement to the City of the Danbury for the portions of the sidewalk along 3-7 Great Plain Road not located within the City of Danbury right-of-way. I'm enclosing herewith a copy of the proposed Sidewalk Easement, Affidavit and Map.

Thank you for your consideration.

Very Respectfully,

Kevin J. Curseaden

Cc: Elisa, Legislative Asst. Office
SIDEWALK EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That JBD PROPERTIES, LLC, a limited liability company, with an office at 12 Maple Lane, Brookfield, Connecticut 06804, for One Dollar and No/100 ($1.00) and other valuable consideration received to its full satisfaction of the CITY OF DANBURY, County of Fairfield and State of Connecticut, does hereby give, grant, bargain, sell and confirm unto the said CITY OF DANBURY, its successors, heirs and assigns:

The perpetual right, privilege, authority and easement for the following purposes:

As a sidewalk for passing and repassing by the general public;

The easement area is over and across that certain piece or parcel of land of the Grantor being more particularly shown and delineated as follows:

"HATCHED AREA SIDEWALK EASEMENT TO BE GRANTED TO THE CITY OF DANBURY AREA = 1,296 Sq. Ft" on a certain map entitled, "SIDEWALK EASEMENT MAP PREPARED FOR JBD PROPERTIES, LLC, DEPICTING A PORTION OF PROPERTY SITUATED AT 3-7 GREAT PLAIN ROAD, DANBURY, CONNECTICUT, TAX ASSESSOR LOT ~ J10178 (portion)", Scale 1" = 20' Area: AS NOTED Date: May 17, 2022, certified substantially correct and prepared by Sydney A. Rapp Land Surveying, P.C., Zachary S. Rapp, PLS. NO. 70420, said Map to be filed with the Office of the Town Clerk of Danbury.

The Grantor herein reserves the right to continue to use the land within which the aforesaid easement has been granted for any uses or purposes, except the erection of any buildings on said easement, which do not in any way interfere with the use thereof, by the Grantee in fulfilling the purposes for which this easement is granted. In no event, however, shall the Grantee be obligated to repair or maintain said pedestrian sidewalk.
TO HAVE AND TO HOLD the above granted rights, privileges, reservations, authority, and easement unto the said Grantor and Grantee, their respective heirs, successors and assigns forever, to their own proper use and behoof.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal, this _____ day of June, 2022.

Signed, sealed and delivered
In the presence of:

GRANTOR
JBD PROPERTIES, LLC

By: James W. D'Entremont
Its: Member
Duly authorized

STATE OF CONNECTICUT ) ss: Danbury  June _____, 2022
COUNTY OF FAIRFIELD )

On this the ___ day of June, 2022, before me, the undersigned officer, personally appeared James W. D'Entremont, who acknowledged himself to be a duly authorized Member of JBD Properties, LLC., a Connecticut limited liability company, and that he being authorized so to do, executed the foregoing instrument as his free act and deed and the free act and deed of said company, for the purposes therein contained, by signing the name of the corporation by himself as its Member.

Notary Public
My Commission Expires
Commissioner of Superior Court
AFFIDAVIT

STATE OF CONNECTICUT ) ss. Danbury
COUNTY OF FAIRFIELD )

The undersigned, being duly sworn, depose and say:

1. That I am over eighteen (18) years of age and know and believe in the obligations of an oath.

2. That I, James W. D'Entremont, Member of JBD Properties, LLC, a Connecticut limited liability company, the owner of the aprons, sidewalk and other appurtenances located at 3-7 Great Plain Road in the City of Danbury, Connecticut, referred to as follows:

3. "HATCHED AREA SIDEWALK EASEMENT TO BE GRANTED TO THE CITY OF DANBURY AREA=1,296 Sq. Ft." on a certain map entitled, "Sidewalk Easement Map Prepared for JBD Properties, LLC, Depicting a Portion of Property Situated at 3-7 Great Plain Road, Danbury, Connecticut, Tax Assessor Lot ~ J10178 (portion)", Scale 1" = 20' Area: AS NOTED Date: May 17, 2022, certified substantially correct and prepared by Sydney A. Rapp Land Surveying, P.C., Zachary S. Rapp, PLS. #70420, said Map to be filed with the Office of the Town Clerk of Danbury.

4. That within the last ninety (90) days, including the date hereof, no person has furnished any labor, service or materials in connection with the construction or repair or improvements on the above-described apron or sidewalk and other appurtenances who has a right to file a mechanic's lien.

5. That I have the right, title and authority to convey said aprons, sidewalk and other appurtenances, free and clear of any debt or obligations to the City of Danbury.

[Signatures on Next Page]
Dated this ______ day of June, 2022.

Signed, sealed and delivered,
In the presence of:

GRANTOR
JBD PROPERTIES, LLC

By: James W. D'Entremont
Its: Member
Duly authorized

STATE OF CONNECTICUT    ) ss: Danbury    June _____, 2022
COUNTY OF FAIRFIELD     )

On this ______ day of June, 2022, before me, the undersigned officer, personally appeared James W. D'Entremont, who acknowledged himself to be a Member of JBD Properties, LLC, a Connecticut limited liability company, and that he, as such Member, being authorized so to do, executed the foregoing instrument as his free act and deed and the free act and deed of said company, for the purposes therein contained, by signing the name of the limited liability company by himself as its Member.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires
Commissioner of Superior Court
July 21, 2022

To: Mayor Dean Esposito
Members of City Council

From: Planning Commission

Re: 8-24 Referral – July City Council Agenda Item #3: Sidewalk Easement & Land Conveyance- 32 Miry Brook Road (F19017).

The Planning Commission has received a request from the City Council for a report pursuant to CT General Statutes/Sec 8-24, regarding the above referenced item.

At the July 20, 2022 meeting, the Planning Commission voted to give a positive recommendation for the acceptance of the road conveyance and sidewalk easement subject to the standard conditions: All final plans and documents should be approved as to form and content by the Office of the Corporation Counsel and the Department of Public Works prior to acceptance by the City and recording on the Danbury Land Records.

Mr. Salvagone made a motion to give this a positive referral. Mr. Chiocchio seconded the motion and it was passed unanimously by voice vote with four ayes (from Mr. Chiocchio, Mrs. Hoffstaetter, Mr. Salvagone, and Chairman Finaldi).

Arnold E. Finaldi Jr.
Chairman

AEF/jr

c: Engineering Dept.
Corporation Counsel
Honorable Dean Esposito  
City Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

Subject: Sidewalk Easement and Road Widening Strip  
Black Wolf Properties, LLC  
32 Miry Brook Road, Danbury, CT

Dear Mayor Esposito and City Council Members:

At the July 6, 2022 City Council meeting, the June 27, 2022 letter with attachments from Meaghan M. Miles, Esq., attorney for Black Wolf Properties, LLC, requesting that the City accept a sidewalk easement and a road widening strip for the above noted property was referred to our department for a report. (Reference item 3 of the July 6, 2022 City Council meeting minutes)

This department has no objection to the City’s acceptance of the sidewalk easement and road widening strip.

We recommend that the sidewalk easement and road widening strip be accepted by the City subject to the legal documents being acceptable to the Corporation Counsel’s office.

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

Very truly yours,

Antonio Iadarola, P.E.  
Director of Public Works/City Engineer

C: Laszlo L. Pinter, Esq.  
Sharon Calitro  
Engineering File #1318
Hon. Mayor Dean E. Esposito  
Hon. Members of the City Council  
155 Deer Hill Avenue  
Danbury CT 06810

RE: Sidewalk Easement & ROW – 32 Miry Brook Road

Dear Mayor and Council:

The attached request with attachments seeks your consideration and approval for the acceptance of a sidewalk easement and a road widening strip at 32 Miry Brook Road to the City of Danbury.

Kindly refer this item for departmental reports, or to a committee, as you deem appropriate for review and recommendation.

Very truly yours,

Laszlo L. Pinter  
Managing Attorney and  
Deputy Corporation Counsel

cc: Antonio Iadarola, PE, Director of Public Works/City Engineer  
Sharon Caltiro, AICP, Director of Planning

Robert J. Yamin  
Corporation Counsel  
r.yamin@danbury-ct.gov

Laszlo L. Pinter  
Managing Attorney and  
Deputy Corporation Counsel  
l.pinter@danbury-ct.gov

Robin L. Edwards  
Assistant Corporation Counsel  
r.edwards@danbury-ct.gov

Dianne E. Rosemark  
Assistant Corporation Counsel  
d.rosemark@danbury-ct.gov
June 27, 2022

**VIA E-MAIL TO:**
Robin A. Sheppard
Legal Secretary / Office Administration Manager
Office of Corporation Counsel
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

**RE:** 32 Miry Brook Road, Danbury, Connecticut (the “Property”)
Sidewalk Easement and Conveyance of 249.5 SF of Land

Dear Ms. Sheppard:

On behalf of the owner of the Property, Black Wolf Properties, LLC (the “Applicant”), enclosed please find materials for review and approval by the City of Danbury City Council, required in connection with Site Plan Approval (SP 20-01) issued by the City of Danbury Planning & Zoning Department on June 25th, 2020, for a 9-bay auto repair facility and vehicle storage facility on the Property (the “Site Plan Approval”).

Required as Condition #10 of the Site Plan Approval is the conveyance of a 249.5 SF parcel of land, as shown on the plan titled ‘Zoning Location Survey, 32 Miry Brook Road’, prepared by Civil 1, dated May 13, 2020, to the City of Danbury for future roadway improvements along Miry Brook Road. Required as Condition #12 of the Site Plan Approval is a form of easement to the City of Danbury for the portions of the sidewalk along Miry Brook Road not located within the City of Danbury right-of-way.

In furtherance of these conditions, enclosed please find the following materials for the City Council’s review and acceptance:

- Plan titled ‘Zoning Location Survey, 32 Miry Brook Road’, prepared by Civil 1, dated May 13, 2020 (the “Map”);

- A form of quitclaim deed to a 249.5 sq. ft. parcel of land to the City of Danbury for future roadway improvements along Miry Brook Road, as shown on the Map;

{S7447428}
- A form of easement to the City of Danbury for the portions of the sidewalk along Miry Brook Road not located within the City of Danbury right-of-way, as shown on the Map;

- A form of affidavit regarding the conveyance above; and,

- Copy of the Site Plan Approval, for reference.

Thank you again for your time and attention to this application. Do not hesitate to contact me for anything further.

Sincerely,

Meaghan Miles
Meaghan M. Miles

Enclosures
cc: Elisa Etcheto
    Jennifer Emminger
    Christopher Bishop, Black Wolf Properties LLC
    Brian Baker, Civil 1
QUITCLAIM DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME GREETING:

KNOW YE, that BLACK WOLF PROPERTIES, LLC (the “Grantor”), for the consideration of ONE DOLLAR ($1.00) and other good and valuable consideration received to its full satisfaction of the CITY OF DANBURY (the “Grantee”), does convey, transfer, remise, release and forever QUITCLAIM WITH QUITCLAIM COVENANTS unto said Grantee and its successors and assigns forever, all right, title, claim and demand whatsoever as said Grantor has or ought to have in or to the property shown and described in the SCHEDULE A attached hereto and made a part hereof.

[Balance of page left intentionally blank, signature page follows]
IN WITNESS WHEREOF, the undersigned has set its hand and seal this ___ day of _____, 2022.

Signed, Sealed and Delivered
In the presence of:

BLACK WOLF PROPERTIES, LLC

By: ____________________________
Name: Christopher Bishop
Title: Sole Member, Duly Authorized

STATE OF CONNECTICUT    )
COUNTY OF FAIRFIELD      ) ss: Danbury

On this, the ___ day of _________, 2022, before me, the undersigned officer, personally appeared Christopher Bishop, who acknowledged him/herself to be the Sole Member of Black Wolf Properties, L.L.C., a Connecticut limited liability company, and that he, being authorized to do so, executed the foregoing instrument as his free act and deed and the free act and deed of said limited liability company, for the purposes therein contained, by signing the name of the corporation by himself as its sole member.

In witness whereof, I hereunto set my hand and official seal.

______________________________
Notary Public / Commissioner of the Superior Court
My Commission Expires:___/___/____
SCHEDULE A

PROPERTY DESCRIPTION

A certain piece or parcel of land shown as "proposed land to be conveyed to City of Danbury 249.5
SF (20' from roadway r/l)" on map titled "Zoning Location Survey Showing Easement and land to
Be Conveyed to The City of Danbury Over Property of Black Wolf Properties, LLC, 32 Miry Brook
Road, Danbury, CT" scale:1"=40' dated May 13, 2020 rev. June 11, 2020 by Civil 1, recorded as
Map No.____, being further bounded and described as follows:

Beginning at a point on the southerly side of Miry Brook Road and being S 69°47’10” W a distance
of 43.71 feet from the northeasterly corner of land Black Wolf Properties, LLC as shown on said
map; thence running on a curve to the right a distance of 74.63 feet having a radius of 300.00' and
delta angle of 14°15’10” to a point; thence running S 74°54’40” W a distance of 29.10 feet to a point
N 69°47’10” E a distance of 179.72 feet from an angle point on above referenced map; thence
running N 69°47’10” E a distance of 103.38 feet along the southerly side of Miry Brook Road to
point and place of beginning.
AFFIDAVIT

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

) ) ss: Danbury

I, the undersigned, being duly sworn, depose and say:

1. That I am over eighteen (18) years of age and know and believe in the obligations of an oath.

2. That I am the sole member of Black Wolf Properties, LLC, a Connecticut limited liability company with an office at 54 Danbury Road, Suite 297, Ridgefield, Connecticut 06877, said limited liability company being the owner of all improvements as shown on the following map:

   "Zoning Location Survey Showing Easement and Land to Be Conveyed to The City of Danbury Over Property of Black Wolf Properties, LLC, 32 Miry Brook Road, Danbury, CT" scale:1"=40' dated May 13, 2020 rev. June 11, 2020 by Civil 1, said map to be filed with the Office of the Town Clerk of Danbury.

3. That within the last ninety (90) days, including the date hereof, no person has furnished any labor, service, or materials in connection with the construction or repair of improvements on the above-referenced map who has the right to file a mechanic's lien thereon.

4. That no security interest which secures payment of the performance of any obligation has been given by the undersigned, or to the knowledge of the undersigned, in any personal property or fixtures placed upon or installed on the above-referenced improvements.

5. That I have the right, title, and authority to convey the above-referenced improvements, free and clear of any debt or obligations to the City of Danbury.

[Balance of page left intentionally blank—Signature page follows]
IN WITNESS WHEREOF, the undersigned has set its hand and seal this ___ day of ________, 2022.

Signed, Sealed and Delivered
In the presence of:

BLACK WOLF PROPERTIES, LLC

By: ____________________________
   Name: Christopher Bishop
   Title: Sole Member, Duly Authorized

______________________________

STATE OF CONNECTICUT  )
COUNTY OF FAIRFIELD  ) ss: Danbury

On this, the ___ day of ____________, 2022, before me, the undersigned officer, personally appeared Christopher Bishop, who acknowledged him/herself to be the Sole Member of Black Wolf Properties, LLC, a Connecticut limited liability company, and that he, being authorized to do so, executed the foregoing instrument as his free act and deed and the free act and deed of said limited liability company, for the purposes therein contained, by signing the name of the corporation by himself as its sole member.

In witness whereof, I hereunto set my hand and official seal.

______________________________
Notary Public / Commissioner of the Superior Court
My Commission Expires: ___/___/____
Record and Return to:

SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That BLACK WOLF PROPERTIES, LLC, a Connecticut limited liability company, with an office at 54 Danbury Road, Suite 297, Ridgefield, Connecticut 06877, (the “Grantor”) for One Dollar ($1.00) and other good and valuable consideration received to its full satisfaction of the CITY OF DANBURY, a Connecticut municipality with an address of 155 Deer Hill Avenue, Danbury, Connecticut 06810 (the “Grantee”), does hereby give, grant, bargain, sell and confirm unto the Grantee, its successors, heirs and assigns:

The perpetual and nonexclusive right, privilege, authority and easement over any portion of the sidewalk located on the Grantor’s property along and adjacent to Miry Brook Road in Danbury, Connecticut, for the purpose of passing and repassing by the general public.

The easement being a certain piece or parcel of land shown as:

A certain piece or parcel of land shown as “proposed sidewalk easement” on map titled “Zoning Location Survey Showing Easement and Land to Be Conveyed to The City of Danbury Over Property of Black Wolf Properties, LLC, 32 Miry Brook Road, Danbury, CT” scale: 1”=40’ dated May 13, 2020 rev. June 11, 2020 by Civil 1, being further bounded and described as follows:

Beginning at a point on the southerly side of Miry Brook Road and being the northeasterly corner of land Black Wolf Properties, LLC as shown on said map;

thence running S 62°54’41” W a distance 55.10 feet to a point;

thence running on a curve to the right an arc distance of 63.97 feet having a radius of 305.00 feet and delta angle of 12°00’59” to a point;

thence running S 74°54’40” W a distance of 84.86 feet to a point which is 123.75 feet from an angle point on said map along the southerly side of Miry Brook Road;

thence running N 69°47’10” E a distance of 55.97 feet to a point at the westerly corner of land shown as “Proposed Land to be Conveyed to City of Danbury” on said map;

thence running N 74°54’40” E a distance of 29.10 feet along above referenced parcel;
thence running on a curve to the left an arc distance of 74.63 feet having a radius of 300.00 feet and delta angle of 14°15'10" to a point at the easterly corner of above referenced parcel;

thence running N 69°47'10" E a distance of 43.71 feet to place and point of beginning. (the "Easement Area").

The Grantor herein reserves the right to continue to use the land within which the aforesaid easement has been granted for any uses or purposes, except for the erection of any buildings within the Easement Area, which do not in any way interfere with the use thereof by the Grantee in fulfilling the purposes for which this easement is granted.

**TO HAVE AND TO HOLD** the above granted rights, privileges, reservations, authority and easement unto the Grantor and Grantee and Grantor's respective heirs, successors and assigns forever, to their own proper use and behoof.
IN WITNESS WHEREOF, the Grantor has set its hand and seal this ___ day of ___, 2022.

Signed, Sealed and Delivered
In the presence of:

BLACK WOLF PROPERTIES, LLC

By: __________________________
   Name: Christopher Bishop
   Its: Sole Member, Duly Authorized

STATE OF CONNECTICUT   )
COUNTY OF FAIRFIELD    ) 
   ss: Danbury

On this, the ____ day of __________, 2022, before me, the undersigned officer, personally appeared Christopher Bishop, who acknowledged himself to be the Sole Member of Black Wolf Properties, LLC, a Connecticut limited liability company, and that he, being authorized to do so, executed the foregoing instrument as his free act and deed and the free act and deed of said limited liability company, for the purposes therein contained, by signing the name of the corporation by himself as its sole member.

In witness whereof, I hereunto set my hand and official seal.

______________________________
Notary Public / Commissioner of the Superior Court
My Commission Expires: ___/____/_____
June 25, 2020

Brian Baker, P.E.
Civil 1
43 Sherman Hill Rd, Suite D-101
Woodbury, CT 06798

Re: Site Plan Approval for Black Wolf Properties, LLC, 32 Miry Brook Road—SP 20-01 (Tax Assessor Lot #F19017)

Dear Mr. Baker:

The Department of Planning and Zoning received an Application for Site Plan Approval on January 28, 2020 from Civil 1, Inc., agent for the property owner, Black Wolf Properties, LLC, hereinafter referred to as the “Applicant(s)”, for approval of 9-bay auto repair facility and vehicle storage facility on property located at 32 Miry Brook Road.

The property totals approximately 5 acres of land and is bisected by two zoning districts with a majority of the property located in the IL-40 Zoning District and the southwest portion of the site located in the RA-40 Zoning District.

The subject parcel is located entirely within the Airport Transition District. The Applicant filed Form 7460-1, Notice of Proposed Construction or Alteration to the Federal Aviation Administration Obstruction Evaluation/Airspace Analysis and subsequently received a ‘Determination of No Hazard to Air Navigation for both buildings.

By way of history, the Danbury Planning Commission granted approval on November 1, 2017 to permit a landscape wholesale business and landscape contractor’s office. The site work required as part of that approval was not completed and the property was sold to Black Wolf Properties, LLC last year.

The new property owner is no longer proposing a landscaping contractor business, but rather the construction of a car restoration facility and vehicle storage facility. Pursuant to Sections
6. A.2. a(19) and (25), a parking facility and the repair of automobiles, respectively, are permitted uses in the IL-40 Zoning District.

The plans show the construction of a 18,700 sq. ft. vehicle restoration facility towards the front of the property. The restoration facility includes areas designated for repair, upholstery, body work, paint booth, parts department, and offices. The vehicle storage facility is a 31,650 sq. ft. structure located to the south of the front building. The storage facility will store 3 cars vertically for every space at ground level, for a total of 216 spaces. Additionally, the storage facility includes a full detail shop for the general cleaning and prepping of cars and a lounge area for customers.

Additional site improvements include construction of a parking lot, associated grading, construction of several retaining walls, utility improvements, landscaping, the installation of a storm water drainage system, sidewalk improvements, and the construction of two driveway aprons.

Approval of the Site Plan Application for said development, located at 32 Miry Brook Road (Tax Assessor Lot # F19017) and associated site improvements is granted, subject to the following modifications and administrative requirements:

1. The project shall be developed in accordance with the maps, plans and documents, as listed in Exhibit A.

2. The on-site storm drainage system shall remain private and regular maintenance is crucial for the system to continue to function as intended.

3. The sale and the outdoor repair of automobiles are strictly prohibited.

4. The use of any crane or boom truck requires approval from the Airport Administrator a minimum of three days prior to use.

The following actions shall be taken prior to any land disturbance or alteration related to site improvements shown on the approved plans and issuance of any permits.

5. The Zoning Enforcement Officer ("ZEO") shall verify development of the site, as proposed and approved, complies with City of Danbury Zoning Regulations.

6. The Applicant shall obtain written evidence from the City of Danbury Engineering Department stating that comments, as noted in correspondence dated June 16, 2020, from Kelly Green, P.E., to Sharon Callisto, have been satisfactorily addressed and said evidence shall be presented to the ZEO.

7. Evidence shall be submitted to the ZEO demonstrating that the Zoning Commission has granted a certificate of approval for the automotive repair facility.

8. The Applicant shall obtain required City of Danbury building permits for all retaining walls over three (3) feet in height. Evidence of such approval shall be submitted to the
ZEO. The building permits for any walls shall include a requirement for inspection and reporting documentation, as deemed necessary by the Building Official, to ensure the walls are constructed in accordance with the approved design plans.

The following actions shall be taken prior to the issuance of a Certificate of Zoning Compliance by the ZEO.

9. All landscaping shall be planted in accordance with the approved planting plan referenced in Exhibit A.

10. The Applicant shall convey a 249.5 sq. ft. parcel of land, as shown on the plan titled 'Zoning Location Survey, 32 Miry Brook Road', prepared by Civil 1, dated May 13, 2020, to the City of Danbury for future roadway improvements along Miry Brook Road. The plans and documents describing the metes and bounds of said parcel shall be reviewed and approved by the City of Danbury Office of Corporation Counsel as to form and content and must be approved by the City Council upon the recommendation of the Planning Commission in accordance with Section 8-24 of the C.G.S. The Applicant shall provide evidence of the recording information, including the date, time, volume and page of the Danbury Land Records on which the instrument was recorded.

11. The Applicant shall obtain an easement from the property owner of 27-39 Miry Brook Road to maintain the line of sight area, as shown on the map titled "Easement Map, Proposed Line of Sight, Prepared for the City of Danbury over Property located at 27-39 Miry Brook Road, Danbury CT", prepared by Civil 1, dated May 12, 2020, as low-grass area and said area shall remain free of natural features. The Applicant, and his successors, shall be responsible for routine maintenance within said easement area.

12. The Applicant shall grant an easement to the City of Danbury for the portions of the sidewalk along Miry Brook Road not located within the City of Danbury right-of-way. Said easement shall be reviewed and approved by the City of Danbury Office of Corporation Counsel as to form and content prior to acceptance by the City Council and filing by the applicant on the City of Danbury Land Records. A copy of said filed easement shall be submitted to the Department of Planning and Zoning and the ZEO.

13. All road and utility work within the City of Danbury right-of-way shall be coordinated with and completed to the satisfaction of the Department of Public Works, including but not limited to, all work related to the installation of the concrete driveway aprons, repair of existing concrete curbing, repair and/or installation of the concrete sidewalk along Miry Brook Road, and the removal of all vegetation encroaching onto the sidewalk and near the fire hydrant.

14. The Applicant's engineer shall submit photos and a letter attesting that the vegetation within the area of the sightline easement, as referenced in #11 above, has been removed. Said letter shall be submitted to the Department of Planning and Zoning and the ZEO.
15. In accordance with Section 10.0.D.9 of the Zoning Regulations, the design engineer shall submit a sealed written certification that the stormwater management system, including the grading of the site, was inspected by said design engineer at the time of installation and found to have been installed in accordance with the approved plans referenced in above and is in good working condition. Certified record drawings of the installed drainage system shall also be submitted by the design engineer for all drainage systems.

Approval of this Site Plan application does not waive any other requirements for additional approvals or permits that may be required from other City, State or Federal departments or agencies, including that required for site signage.

Please contact the Department of Planning and Zoning if you have any questions.

Sincerely,

Jennifer L. Emminger, AICP
Deputy Planning Director

cc: Sean Harty, Zoning Enforcement Officer (via email)
Antonio Iadarola, P.E., Public Work Director/City Engineer (via email)
Kelly Green, P.E., Engineering Department (via email)
Abdul Mohammed, Traffic Engineer (via email)
Robert Barore, Construction Services Department (via email)
David Newland, Building Official (via email)
Terry Timan, Fire Marshal (via email)
EXHIBIT A
MAPS APPROVED BY DEPARTMENT OF PLANNING AND ZONING
FOR BLACK WOLF PROPERTIES, LLC
32 MIRY BROOK ROAD
PLANNING CODE # SP 20-01

1. Maps under the general title “Black Wolf Properties, LLC, Automotive Repair Facility and Parking Area, 32 Miry Brook Road, Danbury, CT”, prepared by Civil 1, Inc.:
   A. Subtitled ‘Cover Sheet’, dated January 17, 2020-revised through 6/19/20;
   B. Subtitled ‘Zoning Location Survey’, dated November 26, 2019;
   C. Subtitled ‘Site Plan’, dated January 17, 2020-revised through 6/19/20;
   D. Subtitled ‘Grading & Drainage Plan’, dated January 17, 2020-revised through 6/19/20;
   E. Subtitled ‘Erosion Control Plan’, dated January 17, 2020-revised through 5/18/20;
   F. Subtitled ‘Septic System and Utility Plan’, dated January 17, 2020-revised through 5/19/20;
   G. Subtitled ‘Septic System Notes and Details’, dated January 17, 2020-revised through 5/19/20;
   H. Subtitled ‘Septic System Notes and Details’, dated January 17, 2020-revised through 5/19/20;
   I. Subtitled ‘Driveway Profiles’, dated January 17, 2020-revised through 5/19/20;
   J. Subtitled ‘Drainage Profiles’, dated January 17, 2020-revised through 5/19/20;
   K. Subtitled ‘Site Section’, dated May 19, 2020;
   L. Subtitled ‘Natural Buffer Photo Log’, dated May 19, 2020;
   O. Subtitled ‘Details’, dated January 17, 2020-revised through 6/19/20;
   P. Subtitled ‘Details’, dated January 17, 2020-revised 5/19/20;
   Q. Subtitled ‘Details’, dated January 17, 2020-revised 5/19/20;
   R. Subtitled ‘Details’, dated January 17, 2020-revised 5/19/20;
   S. Subtitled ‘Details’, dated January 17, 2020-revised 5/19/20;
   T. Subtitled ‘Erosion Control Narrative and Project Notes’, dated December 24, 2019-revised 5/19/20;


PUBLIC HEARING
ATVS on City Property
Thursday, July 14, 2022

Call To Order:

Mr. DiGilio called the Public Hearing to order at 7:03 p.m.

PLEDGE OF ALLEGIANCE

Mr. Pinter led the Pledge of Allegiance.

Roll Call:


COUNCIL MEMBERS ABSENT: Halas, Masi, Palma, Britton, Santos and Molinaro.

PRESENT: 15, ABSENT: 6

ALSO PRESENT: Les Pinter, Deputy Corporation Counsel; and Elisa Etcheto, Legislative Assistant.

Notice:

Mr. DiGilio read the Legal Notice, posted online, and published in The News Times on July 8, 2022, for the City Council to hear public comment on:

Ordinance Sec. 46-3 ATVs on City Property: All-terrain vehicles, utility terrain vehicles, dirt bikes and mini motorcycles; operation prohibited on city property.

Jackie Roncinske, Resident, 47 Old Lantern Road, spoke on ATV's and dirt bikes on Ives Trail, adjacent to Old Lantern Road. She expressed concern regarding pedestrian safety and requested the City post safety signs in the community regarding illegal use of ATVs.

Debbie Jenkins, Resident, 32 Old Lantern Road, spoke on the dirt bike and go kart safety issues in the area. She expressed concern regarding running stop signs at intersection and the lack of law enforcement.

A motion was made by Councilman Levy, seconded by Councilman Rotello, to close the public hearing. The motion carried unanimously.

ADJOURNMENT

A motion was made by Councilman Rotello, and was seconded by Councilman Perkins, to adjourn the meeting. Motion carried unanimously. The meeting adjourned at 7:15 p.m.
ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
CITY COUNCIL
A.D. 2022

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

The provisions of section 46-3 of the Code of Ordinances of Danbury, Connecticut be and hereby are repealed and the following are substituted in its place:

Sec. 46-3. - All-terrain vehicles, utility terrain vehicles, dirt bikes and mini-motorcycles; operation prohibited on city property.

(a) Generally. The purpose of this section is to prohibit the operation of all-terrain vehicles, dirt bikes and mini-motorcycles and all motorized vehicles as defined in Chapter 255 of the C.G.S. on property owned by or under the control of the City of Danbury, specifically and especially on public streets, sidewalks and in any public spaces, thereby preventing damage to flora and fauna and to hiking trails, stone walls, and other physical features of the city’s parks, public places and streets, promoting the safe use of these areas, and insuring that these areas are protected for the benefit of all users of the city’s parks and public places, all as authorized and as consistent with Chapter 255 of the C.G.S.

(b) Definitions. As used in this section, the following terms shall have the meanings described herein, unless the context clearly indicates that a different meaning is intended.

(1) "All-terrain vehicle" means a self-propelled vehicle designed to travel over unimproved terrain and which has been determined by the Commissioner of Motor Vehicles to be unsuitable for operation on the public highways in accordance with C.G.S. sec. 14-387. In accordance with C.G.S. Sec. 14-387, this definition may be deemed to include "utility terrain vehicles" utv" means larger sized atv-type vehicles used more for commercial than passenger purposes.

(2) "Dirt bike" means a two-wheeled motorized recreational vehicle designed to travel over unimproved terrain and not designed for travel on a highway, as defined in C.G.S. section 14-1. "Dirt bike" does not include an all-terrain vehicle, as defined in C.G.S. section 14-379, or a motor-driven cycle, as defined in C.G.S. section 14-1.

(3) "Mini-motorcycle" shall have the same meaning as provided in C.G.S. section 14-289j.

(4) "Operate" means to ride, control the course of or otherwise use an all-terrain vehicle, dirt bike or mini-motorcycle.

(c) Prohibited acts. In addition to such rules of operation as set forth in Sec. 14-387 of Chapter 255 of the C.G.S, no person shall operate and no owner shall permit the operation of any all-terrain vehicle, dirt bike or mini-motorcycle upon property owned, leased or controlled by the City of Danbury except within areas specifically designated and posted by the city for all-terrain vehicle, dirt bike or mini-motorcycle use. No person operating an all-terrain vehicle, dirt bike or mini-motorcycle on property owned, leased or controlled by the
City of Danbury shall refuse to stop his all-terrain vehicle, dirt bike or mini-motorcycle after being requested or signaled to do so by an authorized law enforcement officer or by an authorized agent of the City of Danbury.

(d) **Posting.** Notice of the prohibitions established by this section shall be given by posting signs at various locations on city owned property warning all-terrain vehicle, dirt bike or mini-motorcycle users that the use of such all-terrain vehicles, dirt bikes or mini-motorcycles on city property is prohibited. Failure to post such signs or failure to post such signs at specific locations shall not be a defense to any prosecution or claim brought based on a violation of this section.

(e) **Exemptions.** The provisions of subsection (c) hereof shall not apply to authorized law enforcement officers or authorized agents of the City of Danbury who operate all-terrain vehicles, dirt bikes or mini-motorcycles while in the performance of their official duties.

(f) **Penalties; liability.** Pursuant to all enforcement and control provisions of C.G.S. 14-388, 14-390 and 14-390m, any person who violates the provisions of this section shall be subject to an infraction and/or at the election of the municipal enforcement authority, a penalty in the amount of one thousand dollars for a first violation, one thousand five hundred dollars for a second violation and two thousand dollars for a third or subsequent violation, and as may be subsequently revised by state law. In addition, the operator or owner, or both, of an all-terrain vehicle, dirt bike or mini-motorcycle shall be responsible and held accountable to the City of Danbury for damage to trees, shrubs, crops, fences or other property caused by operation of such all-terrain vehicle, dirt bike or mini-motorcycle on land of the City of Danbury or where consequential damage has resulted from such operation. In any prosecution or action for damages hereunder, proof of the registration number of such vehicle(s) as may be applicable, shall be prima facie evidence that the owner was the operator.

(g) **Seizure, storage and forfeiture.**

1. In addition to the penalties provided for in subsection (f) of this section, and, consistent with the seizure and forfeiture provisions of Chapter 255 of the C.G.S. Sections 14-390 and 14-390m, and subject to lien or security interests set forth in the next section hereof, any all-terrain vehicle, dirt bike or mini-motorcycle used in the commission of a violation of this section shall be subject to seizure by, forfeiture to and sale at auction by the City within fifteen (15) days from said seizure and upon best efforts to notify the party from whom seized within said period.

2. Seizure of and forfeiture of any all-terrain vehicle, dirt bike or mini-motorcycle to the city shall be subject to any bona fide lien, lease or security interest in the all-terrain vehicle, dirt bike or mini-motorcycle, including, but not limited to, a lien under C.G.S. Section 14-66c for costs and expenses including penalties pursuant to subsection (f) hereof for costs and related expenses. No all-terrain vehicle, dirt bike or mini-motorcycle shall be forfeited under the provisions of this subsection to the extent of the interest of an owner or lienholder by reason of any act or omission committed by another person if such owner or lienholder did not know and could not have reasonably known that such all-terrain vehicle, dirt bike or mini-motorcycle was being used or was intended to be used in violation of this section.
(3) Any all-terrain vehicle, dirt bike or mini-motorcycle ordered forfeited pursuant to the provisions of this subsection shall be sold at public auction conducted by the city. The proceeds of such sale shall be deposited in the General Fund of the city.

(h) Municipal Enforcement Authority. The enforcement authority pursuant to this Section shall be deemed to be the Traffic Authority or his designee or agent and shall include UNIT officials duly authorized by the Traffic Authority or the Mayor.
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<td>Adopted by the City Council</td>
<td>July 14, 2022</td>
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Chairman Knapp called the meeting to order at 6 p.m. on Tuesday, May 31, 2022. Present were Committee Members Mike Masi and Farley Santos. From the City were Eric Gottschalk, Outside Counsel; Sharon Calitro, Director of Planning & Zoning; Antonio Iadarola, Director of Public Works & City Engineer; and Shay Nagarsheth, Economic Development Director. Present from the public were Vinny DiGilio, Councilman; Michael Esposito, Councilman; Thomas Beecher, Petitioner's Attorney; Mike Bonforte, CPD Properties, Petitioner; Tom Brown, Resident.

Mr. Gottschalk discussed the License Agreement for the Old Sherman Turnpike, which resulted from an interest in real property. A License Agreement can be terminated by the City for any reason, with a 90-day notice. Mr. Iadarola explained how the existing language/orientation suffices for existing traffic conditions. He raised concerns regarding the agreement and requested the following modifications: no new signage/retaining walls, edit the termination language in item 6 (the property will be considered noncompliant when it reverts back to the City) and add a concept map under item 2 (clarify property use).

Mr. Beecher addressed the concerns that were raised. He agrees with the City's demands regarding no new signage/retaining wall, and noted the property has an existing sign located on the boundary. Furthermore, he addressed the wording in item 6, and will submit revised language to the City. The project will have to go back to the Planning Commission for a special exception/site plan approval. Mr. Iadarola explained how the tenant is receiving a large parcel of land from the City, for parking uses only, and requested the agreement language include the preservation of City trees on the property (petitioner not allowed to cut down trees). Ms. Calitro explained how the Planning Commission will review the proposed agreement changes and insure that the property plan does not have any new signage or retaining wall.

Mr. Iadarola commented that signage modifications and relocation will require zoning approval, which will result in less parking spots (2-3 parking spot loss) and affect the size of the facility. Mr. Bonforte requested the record reflect the requested area of use is 2,857 square feet. Mr. Gottschalk clarified that the petitioner has 1-year from Council’s approval to get the site plan approved by the Planning Commission. Mr. Iadarola questioned if grading easements are needed beyond the licensed area.

Mr. Iadarola urged the Commission to address the existing sign issue, which requires City approval for relocation of the existing sign. Mr. Gottschalk commented they will work with the Planning Commission to address the sign issue. He reiterated that the License Agreement will state "no new signs will be erected on the property"; however, the agreement does not require the existing sign to be removed. Mr. Knapp explained that the Committee is approving the amount of square footage/usage, and the matter will be referred back to the Planning Commission for final review/approval. Mr. Iadarola requested that the Committee stipulate the use of the existing sign as part of the License Agreement.

Mr. Gottschalk explained that the City Council cannot provide stipulations regarding signage in the agreement. He reiterated that the license agreement is contingent upon Planning & Zoning approval. Mr. Knapp reiterated that the Committee is agreeing to move forward with the License Agreement to allow the petitioner to proceed to the Planning Commission. Ms. Calitro stated that the Planning & Zoning Commission will remedy the sign issue.

A motion was made by Councilman Santos and seconded by Councilman Masi, to accept the license agreement and authorize the execution of the license agreement subject to approval by Corporation Counsel. The motion passed unanimously.

A motion was made by Councilman Santos, and seconded by Councilman Masi, to adjourn. The motion passed unanimously. The meeting adjourned at 6:33 p.m.

Respectfully submitted,
Knapp, Chair
Mike Masi
Farley Santos
April 11, 2022

Hon. Dean Esposito, Mayor
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: CPD Properties, Inc.
Proposed License Agreement for Site Redevelopment
101 Newtown Road

Dear Mayor Esposito,

As you know, I represent CPD Properties, Inc., which owns the Shell gas station and convenience market at 101 Newtown Road on the corner of Old Sherman Turnpike.

CPD Properties, Inc. ("CPD") has operated the Shell gas station on the corner of Old Sherman Turnpike and Route 6 for the last 18 years. The company has already developed formal site plans and architectural designs to redevelop this entire parcel with a new building, new plant & equipment, new site infrastructure, landscaping and lighting with a projected cost of $2.2 million. Incremental hiring is projected to be two FTEs and three part-time employees.

The new exterior design and site aesthetics will nicely complement the much newer looking commercial properties surrounding this parcel. The project would include an enhanced and expanded convenience market of 4,692 square feet and a new canopied gas filling area with six new pumps. The site development will require the approval of the Danbury Planning Commission. The site will be a Shell station with a Chestnut Market.
Because of the proposed changes to the building and site, there is a need for additional parking spaces in order to comply with the Danbury Zoning Regulations. Therefore, we are asking the City to approve a License Agreement which would allow CPD Properties, Inc. to use 2,857 square feet alongside Old Sherman Turnpike so that seven (7) parking spaces can be partially located on the City property. Only parking spaces will be placed on City land. No other infrastructure above or below-ground will be added to the City property. Please see the Google street view of this corner enclosed herewith.

I have also enclosed a site survey which shows the proposed area. Additionally, I have enclosed an aerial photo for a birds-eye view of the area and a draft site plan that shows the location of the proposed additional parking spaces on the requested property.

I have also enclosed a proposed draft of a License Agreement. This License Agreement is almost exactly like the license agreement that was approved by the City for property at 34 Mill Plain Road on the corner of Kenosia Avenue and Mill Plain Road. In that agreement, similarly, the property owner utilizes a portion of City property for parking spaces. We are also proposing the same annual fee.

A license agreement is not permanent like an easement. Pursuant to this license, if the City needed the property for other uses, the City has the flexibility to terminate the license at any time with ninety (90) days prior written notice and without obligation or liability of any kind. I would also like to point out that there are two northbound turn lanes on Old Sherman Turnpike already in existence. (It is right-turn only out of Old Sherman Turnpike onto Route 6). In addition, referencing the survey map, in my opinion, there is still plenty of room for widening Old Sherman Turnpike on both sides of the road without this section of property, if widening were ever contemplated. As with 34 Mill Plain Road, we are proposing an agreement with 10-year renewable terms, subject to incremental increases in the annual fee. Again, revocable by the City if the need arises.

There is value to both the City and CPD if this License Agreement is approved. The benefit to CPD is obvious. The City not only generates annual income from the agreement, but this allows for significant economic development and overall improvement of this site.

Accordingly, we kindly ask you and the City Council to support this redevelopment project at 101 Newtown Road and consider approving the License Agreement with CPD Properties Inc.
LICENSE AGREEMENT

THIS LICENSE is entered into this _______ day of August, 2022, between the CITY OF DANBURY, a municipal corporation organized and existing under and by virtue of the laws of the State of Connecticut, with a city hall located at 155 Deer Hill Avenue, Danbury, Connecticut 06810 (hereinafter referred to as the "CITY"), acting herein by Dean Esposito, its Mayor, hereunto duly authorized; and CPD PROPERTIES, INC., a New York Corporation registered in the State of Connecticut, with a principal place of business located at 536 Main Street, New Paltz, New York, 12561 (hereinafter referred to as “CPD” or the "LICENSEE"), acting herein by __________________________, its President, hereunto duly authorized.

WHEREAS, the LICENSEE wishes to obtain a license from the CITY permitting the LICENSEE to use City Property located on Old Sherman Turnpike for parking purposes; and,

WHEREAS, the CITY wishes to grant such a license to the LICENSEE subject to the terms and conditions described in this Agreement. As used herein, the word "Agreement" refers to this License Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties do hereby agree as follows:

1. **Property.** The CITY does hereby grant a terminable license to the LICENSEE to allow it to use property located on Old Sherman Turnpike, which abuts property owned by the LICENSEE known as 101 Newtown Road, Danbury, Connecticut. The licensed property is more particularly described in Schedule A attached hereto and made a part hereof (hereinafter referred to as the “Licensed Property”).

2. **Use.** The Licensed Property shall be used for motor vehicle parking and for no other purposes, except as specifically set forth in this License Agreement or unless modified by agreement in accordance with Paragraph 10. Subject to Planning Commission approval, the intended use of the Licensed Property is depicted on Concept Plan ‘H’, dated April 29, 2021, prepared by Artel Engineering Group, LLC, attached hereto as Exhibit 1. Notwithstanding the foregoing, it is hereby acknowledged that the LICENSEE has an existing sign ("Existing Sign") on the Licensed Property and also enjoys driveway access to and from Old Sherman Turnpike to the property known as 101 Newtown Road, both as shown on the survey map referenced in Schedule A and on site plan(s) on file with the Department of Planning and Zoning of the City of Danbury. Subject to Paragraph 12 with respect to the Existing Sign, these two uses may continue. With prior notice to the City, and in accordance with proper planning and zoning approvals, the Licensee may exercise temporary grading rights on City property during the construction of parking spaces on the Licensed Property. Except as required pursuant to an approved special exception and site plan, the Licensee shall not remove trees located on City property.
southern of the existing driveway to Old Sherman Turnpike without the express written consent of the City of Danbury.

3. **Term and License Fee.** This license shall commence on the later of the day first written above or the date the LICENSEE obtains all necessary land use permits, including specifically a revision to the existing 101 Newtown Road site plan. The license shall continue for a term of ten (10) years, which term shall automatically renew for additional ten-year terms, or until terminated as provided for herein. During the initial ten-year term, the LICENSEE shall pay an annual license fee in the amount of one thousand ($1,000.00) dollars, payable in advance on or before the first day of each calendar year. In the event of automatic renewal for one or more additional license terms, the amount of the annual license fee during each such term shall be determined prior to the start of that term. Provided that, at the time of the automatic renewal of the License term, LICENSEE shall not be in default under the terms and conditions of this License beyond any applicable grace period, LICENSEE shall notify the CITY in writing not later than three (3) months prior to the expiration of the License term that the License term is about to expire and automatically renew and that there is a need to determine the annual License fee for the next License term. Notice of the pending automatic renewal date and need for a determination of the annual fee for the new term shall be in accordance with Paragraph 21. Any failure of the CITY to determine the annual License fee prior to the automatic renewal date shall not be grounds for termination of the License Agreement.

4. **Grace Period.** If the LICENSEE fails to pay the annual license fee within ten (10) days after it becomes due and payable, the LICENSEE shall be in default in accordance with Paragraph 5(a)(1).

5. **Default, Waiver of Rights.**

(a) The occurrence of any of the following shall constitute an event of default:

1. Delinquency in the payment of any license fee payable under this Agreement when such fee shall become payable, for a period of ten (10) days after written notice thereof;
2. Failure to apply for or obtain revised site plan approval with respect to 101 Newtown Road, Danbury, Connecticut in accordance with the timeframes and pursuant to the provisions of Paragraph 11 hereof;
3. Delinquency by the LICENSEE in the performance of, or compliance with, any of the conditions contained in this Agreement other than those referred to in the foregoing subparagraphs (1) and (2), for a period of ten (10) days after written notice thereof from the CITY to the LICENSEE, except for any default not susceptible of being cured within such ten (10) day period, in which event the time permitted to the LICENSEE to cure such default shall be extended for as long as shall be necessary to cure such default, provided the LICENSEE commences promptly and proceeds diligently to cure such default, and provided
further that such period of time shall not be so extended as to jeopardize the interest of the CITY in this Agreement;

(4) Filing by the LICENSEE in any court, either of the United States or any state, of a petition in bankruptcy or insolvency, or for reorganization;
(5) Filing against the LICENSEE in any court, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, if within ninety (90) days after the commencement of any such proceeding against the LICENSEE such petition shall not have been dismissed.

(b) Upon the occurrence of an event of default and the failure by the LICENSEE to cure said default, the CITY, at any time thereafter, may give written notice to the LICENSEE specifying such event of default and stating that this License Agreement shall expire on the date specified in such notice, which shall be at least ten (10) days after the date of such notice. Upon the date specified in such notice, this Agreement and all rights of the LICENSEE hereunder shall terminate.

(c) Upon the expiration of this License Agreement pursuant to any of the provisions of this Agreement, the LICENSEE shall peacefully surrender the Licensed Property to the CITY and the CITY, upon or at any time after any such expiration, may, without further notice, reenter the Licensed Property and repossess it by force, summary proceedings, ejectment, or otherwise, and may dispossess the LICENSEE and remove the LICENSEE and all other persons and property from the Licensed Property and may have, hold, and enjoy the Licensed Property and the right to receive all income therefrom, all as permitted by law.

(d) The LICENSEE hereby expressly waives, so far as permitted by law, the right to require the CITY to re-enter this property before taking legal action or the service of any notice of intention to re-enter provided for in any statute, or of the institution of legal proceedings to that end.

6. Termination.

(a) BY THE CITY: In addition to termination pursuant to the provisions of Paragraph 5 above, the CITY may terminate this Agreement without obligation or liability of any kind to the LICENSEE as a result of said termination, upon not less than ninety (90) days prior written notice to the LICENSEE. Further, the CITY shall have the right to terminate this Agreement at its sole option and in its sole discretion without obligation or liability of any kind to the LICENSEE and with less than the aforementioned ninety (90) days notice in the event of an emergency or unforeseen condition, as a result of an event of default pursuant to the provisions of Paragraph 5 above, or if the CITY requires part or all of the Licensed Property for another City purpose. For purposes of this termination provision, the Mayor of the CITY shall have the authority to
exercise the CITY’S right of termination on the CITY’S behalf. Further, this Agreement shall terminate in the event of a condemnation of all of the Licensed Property by the State of Connecticut. In the event of only a partial condemnation or a need for only a part of the Licensed Property by the State, the LICENSEE shall have the option to continue this Agreement for use of the remaining portion of the Licensed Property unaffected by condemnation.

(b) BY THE LICENSEE: The LICENSEE may terminate this Agreement, without obligation or liability of any kind to the CITY as a result of said termination, upon not less than ninety (90) days prior written notice to the CITY.

(c) By entering into this Agreement, LICENSEE understands that termination of this Agreement may impact its ability to operate pursuant to any land use approvals issued by the City of Danbury and that LICENSEE may need to remedy any land use nonconformities or violations of said land use approvals resulting from termination of this Agreement.

7. Care of Licensed Property. The LICENSEE shall keep the Licensed Property in as good a condition as it was at the beginning of the term, except for wear from reasonable use. The LICENSEE shall be solely responsible for maintenance of the Licensed Property, including but not limited to snow plowing, sanding and paving as necessary. The LICENSEE shall commit no waste nor allow the same to be committed thereon, nor injure or misuse the same. The LICENSEE shall keep the Licensed Property free from rubbish, refuse and litter, shall allow no accumulation of boxes, barrels, packages, waste paper, or other articles upon the Licensed Property and shall keep the Licensed Property in a neat and orderly condition. Upon termination of this Agreement, the LICENSEE agrees to restore the Licensed Property to its original condition, except for wear from reasonable use, to the reasonable satisfaction of the CITY. The LICENSEE shall not damage or interfere with any CITY drainage facilities or utilities on or under the Licensed Property. The LICENSEE further undertakes to reimburse the CITY for any damage to its real or personal property occurring in connection with this license or the use of the Licensed Property by the LICENSEE or by any of its agents, servants, employees, business invitees, volunteers, subcontractors or suppliers. The LICENSEE shall not conduct any activity that is hazardous, unlawful or that is excluded from coverage under the insurance policies required under this Agreement.

8. Insurance. LICENSEE assumes responsibility and liability for any and all injury to, or death of, any and all persons, including, but not limited to the LICENSEE’S agents, servants, employees, business invitees, volunteers, subcontractors or suppliers and in addition thereto, for any and all damages to property caused by, or resulting from or arising out of, any act or omission in connection with the use of the Licensed Property, whether caused by the LICENSEE or the LICENSEE’S agents, servants, employees, business invitees, volunteers, subcontractors or suppliers. Accordingly, during the term hereof, the LICENSEE shall take out and maintain such Comprehensive General Liability
Insurance as will protect it and the CITY from claims resulting from any such property damage, bodily injury or death, including actions or omissions in the course of the use of the Licensed Property, whether such actions or omissions are undertaken by the LICENSEE or by the LICENSEE’S agents, servants, employees, business invitees, volunteers, subcontractors or suppliers or anyone directly or indirectly employed by, or acting on behalf of, any of the foregoing entities. The LICENSEE, if requested, shall assume and defend, at the LICENSEE’S own expense, any suit, action or other legal proceedings arising therefrom, and the LICENSEE hereby agrees to satisfy, pay and cause to be discharged of record any judgment which may be rendered against the CITY arising therefrom. The minimum limits of such insurance shall be as follows:

Bodily Injury Liability/Property Damage Liability $2,000,000.00 (combined) each occurrence

Prior to the execution of this license, certificates of such insurance shall be filed with the CITY for its review. All policies of insurance shall be subject to the approval of the CITY with regard to the adequacy of the protection they purport to provide. THE CITY SHALL BE NAMED AS AN ADDITIONAL INSURED ON EACH SUCE POLICY. Insurance companies providing coverage hereunder shall be licensed by the State of Connecticut or otherwise acceptable to the CITY. Full disclosure of all exclusions shall be provided with respect to all required coverages. All policies relating to this license shall be written so that the CITY shall be notified of cancellation or change at least thirty (30) days prior to the effective date of such cancellation or change. Certificates of insurance shall be filed with the CITY and shall state the limits of liability and the expiration date for each policy and type of coverage. Renewal certificates covering the renewal of all policies expiring during the life of this license shall be filed with the CITY not less than ten (10) days before the expiration of such policies.

The LICENSEE agrees that in the event that one or more claims are paid under policies containing an aggregate coverage limit, it shall immediately notify the CITY thereof and at the same time shall either reinstate the limits of said policy or policies or obtain a new policy or policies providing for full coverage in accordance with the limits established herein. Said replacement coverage shall be obtained within twenty-four (24) hours and the CITY shall be notified thereof within said time.

9. **Indemnification and Hold Harmless.** The LICENSEE agrees that it shall indemnify and save harmless the CITY and any of its officers, agents or employees, who may be named as defendants in any claim or suit, on account of any and all claims, damages, losses, judgments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) sustained by or alleged to have been sustained by the officers, agents or employees of the CITY or arising out of damage to property real or personal, including the Licensed Property, alleged to have been caused in whole or in part by acts or omissions of the LICENSEE or by its agents, servants, employees, business invitees, volunteers, subcontractors or suppliers, in connection with this license or the use of the Licensed Property.
10. **Alterations.** Except as set forth in Paragraphs 2 and 12, the LICENSEE must secure the CITY’S written consent, and proper planning and zoning approvals where applicable, to alter or improve the Licensed Property.

11. **Conformity with Laws.** The LICENSEE agrees to comply with all applicable laws, orders, rules, regulations and legal requests of all governmental authorities. As a condition of this Agreement, the LICENSEE shall secure all necessary approvals from the City of Danbury planning and zoning authorities for use of the Licensed Property. The LICENSEE agrees to commence the process of revised site plan approval within one (1) year after the date first above written and to diligently pursue said approval to completion. Failure to commence the revised site plan approval process within one (1) year after the date first above written or to diligently pursue said approval process to completion or to secure said revised site plan shall constitute an act of default under Paragraph 5 of this Agreement.

12. **Signage.** The LICENSEE may repair or replace the Existing Sign in its existing location or may relocate the sign and/or modify the sign size as long as any relocation or size modification is approved by the proper planning and zoning agencies and/or officials. The LICENSEE shall not be permitted to erect or construct any additional signs on the Licensed Property.

13. **Holding Over.** If the LICENSEE stays in possession after the end of this Agreement, it shall still comply with the provisions hereof.

14. **No Waiver by CITY.** The CITY does not waive any rights by accepting license fees or by failing to enforce any of the terms of this Agreement.

15. **Assignment.** The LICENSEE may not assign its rights or delegate its duties under this Agreement to a third party without obtaining the CITY’S prior written approval, which approval shall not be unreasonably withheld. Such assignment may only be made to a person or entity with an ownership interest in 101 Newtown Road. If so assigned or delegated, CPD shall be deemed wholly released from the entirety of this Agreement by novation, and its assignee or delegatee shall be deemed the sole LICENSEE under this Agreement for all purposes.

16. **Entry by CITY.** The CITY may enter the Licensed Property at reasonable times to provide services or to inspect, repair, or improve it. The CITY shall give the LICENSEE reasonable notice of its intent to enter. The CITY may enter the Property without the LICENSEE’S consent in case of emergency. The LICENSEE acknowledges that the inspection, repair or improvement of the Licensed Property may entail some degree of interference with the LICENSEE’S use of said property and therefore the LICENSEE agrees that it shall not seek to hold the CITY liable for damages resulting from any such interference. Notwithstanding the foregoing, the CITY shall make reasonable efforts to avoid interference with LICENSEE’S use and enjoyment of the Licensed Property whenever possible.
17. **Quiet Enjoyment.** Subject to the terms of this Agreement, and in particular subject to the absolute right of the CITY to terminate this License after notice, as long as the LICENSEE is not in default the LICENSEE may peaceably and quietly have, hold and enjoy the Licensed Property.

18. **Validity of Agreement.** If any part of this Agreement is found by a court of competent jurisdiction to be invalid, the rest of this Agreement shall remain in full force unless the invalid provision is essential to the remainder of the Agreement, in which case this Agreement shall terminate and be of no further force or effect. The CITY shall have the right to correct any invalid clause to make it comply with the law.

19. **Parties.** Both the LICENSEE and the CITY shall be bound by this Agreement. All parties who lawfully succeed to the rights and responsibilities of either party shall be similarly bound.

20. **Entire Agreement.** All promises the CITY and the LICENSEE have made are contained in this written Agreement. This Agreement may only be amended by an Agreement in writing, signed by both parties.

21. **Notices.**

Any and all notices or the exercise of any rights called for or required by a provision of this License, unless specifically described herein, shall be in writing, and shall be delivered to the respective parties by certified mail, return receipt requested, at the following addresses, unless both parties agree to waive the mailing requirement in favor of electronic mail exchange:

A. **To the CITY:**
   Office of the Mayor  
   155 Deer Hill Avenue  
   Danbury, CT 06810

B. **To the LICENSEE:**
   CPD Properties, Inc.  
   536 Main Street  
   New Paltz, NY 12561

Such addresses may be changed by either party by notifying the other party in the manner required for notice.

22. **Governing Law.** This Agreement shall be governed by the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this _______ day of August, 2022.
Signed, sealed and delivered in the presence of:

witness

witness

CITY OF DANBURY

By: ____________________________
   Dean Esposito, Mayor

LICENSEE

By: ____________________________
   ____________________________, its President

witness

witness
STATE OF CONNECTICUT

 ) ss: Danbury

COUNTY OF FAIRFIELD

On this the _____ day of August, 2022, before me, ________________________, the undersigned officer, personally appeared DEAN ESPOSITO, who acknowledged himself to be the Mayor of the CITY OF DANBURY, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the CITY by himself as Mayor.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

______________________________
Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF NEW YORK

 ) ss: New Paltz

COUNTY OF ULSTER

The foregoing instrument was acknowledged before me this _____ day of August, 2022, by ____________, President, duly authorized, on behalf of CPD PROPERTIES, INC., a New York Corporation, registered in the State of Connecticut, on behalf of the corporation as the free act and deed of the corporation and as his free act and deed as President of the corporation.

______________________________
Commissioner of the Superior Court
Notary Public
My Commission Expires:
SCHEDULE A

The Property that is the subject of this License Agreement consists of all that certain parcel of land with improvements thereon described as "HATCHED AREA. AREA TO BE LICENSED BY THE CITY OF DANBURY TO CPD PROPERTIES, INC., AREA = 2,857 SQ. FT." on a certain map entitled:

"LICENSE AREA MAP PREPARED FOR CPD PROPERTIES, INC. DEPICTING PROPERTY SITUATED AT 101 NEWTOWN ROAD and OLD SHERMAN TURNPIKE DANBURY, CONNECTICUT TAX ASSESSOR LOT – M11016", Scale 1" = 20", dated September 22, 2021, certified substantially correct by Zachary S. Rapp, P.L.S., which map is on file in the Office of the Town Clerk of the City of Danbury as Map No. ____ ;
LICENSE AGREEMENT

THIS LICENSE is entered into this _________ day of April/August, 2022, between the CITY OF DANBURY, a municipal corporation organized and existing under and by virtue of the laws of the State of Connecticut, with a city hall located at 155 Deer Hill Avenue, Danbury, Connecticut 06810 (hereinafter referred to as the "CITY"), acting herein by Dean Esposito, its Mayor, hereunto duly authorized; and CPD PROPERTIES, INC., a New York Corporation registered in the State of Connecticut, with a principal place of business located at 536 Main Street, New Paltz, New York, 12561 (hereinafter referred to as “CPD” or the "LICENSEE"), acting herein by__________________, its President, hereunto duly authorized.

WHEREAS, the LICENSEE wishes to obtain a license from the CITY permitting the LICENSEE to use City Property located on Old Sherman Turnpike for parking purposes; and,

WHEREAS, the CITY wishes to grant such a license to the LICENSEE subject to the terms and conditions described in this Agreement. As used herein, the word "Agreement" refers to this License Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties do hereby agree as follows:

1. **Property.** The CITY does hereby grant a terminable license to the LICENSEE to allow it to use property located on Old Sherman Turnpike, which abuts property owned by the LICENSEE known as 101 Newtown Road, Danbury, Connecticut. The licensed property is more particularly described in Schedule A attached hereto and made a part hereof (hereinafter referred to as the “Licensed Property”).

2. **Use.** The Licensed Property shall be used for motor vehicle parking and for no other purposes, except as specifically set forth in this License Agreement or unless modified by agreement in accordance with Paragraph 10. Subject to Planning Commission approval, the intended use of the Licensed Property is depicted on Concept Plan ‘H’, dated April 29, 2021, prepared by Artel Engineering Group, LLC, attached hereto as Exhibit 1. Notwithstanding the foregoing, it is hereby acknowledged that the LICENSEE has an existing sign ("Existing Sign") on the Licensed Property and also enjoys driveway access to and from Old Sherman Turnpike to the property known as 101 Newtown Road, both as shown on the survey map referenced in Schedule A and on site plan(s) on file with the Department of Planning and Zoning of the City of Danbury. Subject to Paragraph 12 with respect to the Existing Sign, these two uses may continue. With prior notice to the City, and that the use in accordance with proper planning and enjoyment exists zoning approvals, the Licensee may exercise temporary grading rights on City property during the construction of parking spaces on the Licensed Property. Except as required pursuant to an approved special exception and site plan, the Licensee shall not remove trees located on City property south of the existing driveway to Old
Sherman Turnpike without regard to this License Agreement the express written consent of the City of Danbury.

3. Term and License Fee. This license shall commence on the later of the day first written above or the date the LICENSEE obtains all necessary land use permits, including specifically a revision to the existing 101 Newtown Road site plan. The license shall continue for a term of ten (10) years, which term shall automatically renew for additional ten-year terms, or until terminated as provided for herein. During the initial ten-year term, the LICENSEE shall pay an annual license fee in the amount of one thousand ($1,000.00) dollars, payable in advance on or before the first day of each calendar year. In the event of automatic renewal for one or more additional license terms, the amount of the annual license fee during each such term shall be determined prior to the start of that term. Provided that, at the time of the automatic renewal of the License term, LICENSEE shall not be in default under the terms and conditions of this License beyond any applicable grace period, LICENSEE shall notify the CITY in writing not later than three (3) months prior to the expiration of the License term that the License term is about to expire and automatically renew and that there is a need to determine the annual License fee for the next License term. Notice of the pending automatic renewal date and need for a determination of the annual fee for the new term shall be in accordance with Paragraph 21. Any failure of the CITY to determine the annual License fee prior to the automatic renewal date shall not be grounds for termination of the License Agreement.

4. Grace Period. If the LICENSEE fails to pay the annual license fee within ten (10) days after it becomes due and payable, the LICENSEE shall be in default in accordance with Paragraph 5(a)(1).

5. Default, Waiver of Rights.

(a) The occurrence of any of the following shall constitute an event of default:

(1) Delinquency in the payment of any license fee payable under this Agreement when such fee shall become payable, for a period of ten (10) days after written notice thereof;

(2) Failure to apply for or obtain revised site plan approval with respect to 101 Newtown Road, Danbury, Connecticut in accordance with the timeframes and pursuant to the provisions of Paragraph 11 hereof;

(3) Delinquency by the LICENSEE in the performance of, or compliance with, any of the conditions contained in this Agreement other than those referred to in the foregoing subparagraphs (1) and (2), for a period of ten (10) days after written notice thereof from the CITY to the LICENSEE, except for any default not susceptible of being cured within such ten (10) day period, in which event the time permitted to the LICENSEE to cure such default shall be extended for as long as shall be necessary to cure such default, provided the LICENSEE commences promptly and proceeds diligently to cure such default, and provided
further that such period of time shall not be so extended as to jeopardize the interest of the CITY in this Agreement;

(4) Filing by the LICENSEE in any court, either of the United States or any state, of a petition in bankruptcy or insolvency, or for reorganization;

(5) Filing against the LICENSEE in any court, either of the United States or any state, of a petition in bankruptcy or insolvency, or for reorganization, if within ninety (90) days after the commencement of any such proceeding against the LICENSEE such petition shall not have been dismissed.

(b) Upon the occurrence of an event of default and the failure by the LICENSEE to cure said default, the CITY, at any time thereafter, may give written notice to the LICENSEE specifying such event of default and stating that this License Agreement shall expire on the date specified in such notice, which shall be at least ten (10) days after the date of such notice. Upon the date specified in such notice, this Agreement and all rights of the LICENSEE hereunder shall terminate.

(c) Upon the expiration of this License Agreement pursuant to any of the provisions of this Agreement, the LICENSEE shall peacefully surrender the Licensed Property to the CITY and the CITY, upon or at any time after any such expiration, may, without further notice, reenter the Licensed Property and repossess it by force, summary proceedings, ejectment, or otherwise, and may dispossess the LICENSEE and remove the LICENSEE and all other persons and property from the Licensed Property and may have, hold, and enjoy the Licensed Property and the right to receive all income therefrom, all as permitted by law.

(d) The LICENSEE hereby expressly waives, so far as permitted by law, the right to require the CITY to re-enter this property before taking legal action or the service of any notice of intention to re-enter provided for in any statute, or of the institution of legal proceedings to that end.

6. Termination.

(a) BY THE CITY: In addition to termination pursuant to the provisions of Paragraph 5 above, the CITY may terminate this Agreement without obligation or liability of any kind to the LICENSEE as a result of said termination, upon not less than ninety (90) days prior written notice to the LICENSEE. Further, the CITY shall have the right to terminate this Agreement at its sole option and in its sole discretion without obligation or liability of any kind to the LICENSEE and with less than the aforementioned ninety (90) days notice in the event of an emergency or unforeseen condition, as a result of an event of default pursuant to the provisions of Paragraph 5 above, or if the CITY requires part or all of the Licensed Property for another City purpose. For purposes of this termination provision, the Mayor of the CITY shall have the authority to
exercise the CITY’S right of termination on the CITY’S behalf. Further, this Agreement shall terminate in the event of a condemnation of all of the Licensed Property by the State of Connecticut. In the event of only a partial condemnation or a need for only a part of the Licensed Property by the State, the LICENSEE shall have the option to continue this Agreement for use of the remaining portion of the Licensed Property unaffected by condemnation.

(b) BY THE LICENSEE: The LICENSEE may terminate this Agreement, without obligation or liability of any kind to the CITY as a result of said termination, upon not less than ninety (90) days prior written notice to the CITY.

(b)(c) By entering into this Agreement, LICENSEE understands that termination of this Agreement may impact its ability to operate pursuant to any land use approvals issued by the City of Danbury and that LICENSEE may need to remedy any land use nonconformities or violations of said land use approvals resulting from termination of this Agreement.

7. Care of Licensed Property. The LICENSEE shall keep the Licensed Property in as good condition as it was at the beginning of the term, except for wear from reasonable use. The LICENSEE shall be solely responsible for maintenance of the Licensed Property, including but not limited to snow plowing, sanding and paving as necessary. The LICENSEE shall commit no waste nor allow the same to be committed thereon, nor injure or misuse the same. The LICENSEE shall keep the Licensed Property free from rubbish, refuse and litter, shall allow no accumulation of boxes, barrels, packages, waste paper, or other articles upon the Licensed Property and shall keep the Licensed Property in a neat and orderly condition. Upon termination of this Agreement, the LICENSEE agrees to restore the Licensed Property to its original condition, except for wear from reasonable use, to the reasonable satisfaction of the CITY. The LICENSEE shall not damage or interfere with any CITY drainage facilities or utilities on or under the Licensed Property. The LICENSEE further undertakes to reimburse the CITY for any damage to its real or personal property occurring in connection with this license or the use of the Licensed Property by the LICENSEE or by any of its agents, servants, employees, business invitees, volunteers, subcontractors or suppliers. The LICENSEE shall not conduct any activity that is hazardous, unlawful or that is excluded from coverage under the insurance policies required under this Agreement.

8. Insurance. LICENSEE assumes responsibility and liability for any and all injury to, or death of, any and all persons, including, but not limited to the LICENSEE’S agents, servants, employees, business invitees, volunteers, subcontractors or suppliers and in addition thereto, for any and all damages to property caused by, or resulting from or arising out of, any act or omission in connection with the use of the Licensed Property, whether caused by the LICENSEE or the LICENSEE’S agents, servants, employees, business invitees, volunteers, subcontractors or suppliers. Accordingly, during the term hereof, the LICENSEE shall take out and maintain such Comprehensive General Liability
Insurance as will protect it and the CITY from claims resulting from any such property damage, bodily injury or death, including actions or omissions in the course of the use of the Licensed Property, whether such actions or omissions are undertaken by the LICENSEE or by the LICENSEE’S agents, servants, employees, business invitees, volunteers, subcontractors or suppliers or anyone directly or indirectly employed by, or acting on behalf of, any of the foregoing entities. The LICENSEE, if requested, shall assume and defend, at the LICENSEE’S own expense, any suit, action or other legal proceedings arising therefrom, and the LICENSEE hereby agrees to satisfy, pay and cause to be discharged of record any judgment which may be rendered against the CITY arising therefrom. The minimum limits of such insurance shall be as follows:

Bodily Injury Liability/Property Damage Liability $2,000,000.00 (combined) each occurrence

Prior to the execution of this license, certificates of such insurance shall be filed with the CITY for its review. All policies of insurance shall be subject to the approval of the CITY with regard to the adequacy of the protection they purport to provide. THE CITY SHALL BE NAMED AS AN ADDITIONAL INSURED ON EACH SUCH POLICY. Insurance companies providing coverage hereunder shall be licensed by the State of Connecticut or otherwise acceptable to the CITY. Full disclosure of all exclusions shall be provided with respect to all required coverages. All policies relating to this license shall be written so that the CITY shall be notified of cancellation or change at least thirty (30) days prior to the effective date of such cancellation or change. Certificates of insurance shall be filed with the CITY and shall state the limits of liability and the expiration date for each policy and type of coverage. Renewal certificates covering the renewal of all policies expiring during the life of this license shall be filed with the CITY not less than ten (10) days before the expiration of such policies.

The LICENSEE agrees that in the event that one or more claims are paid under policies containing an aggregate coverage limit, it shall immediately notify the CITY thereof and at the same time shall either reinstate the limits of said policy or policies or obtain a new policy or policies providing for full coverage in accordance with the limits established herein. Said replacement coverage shall be obtained within twenty-four (24) hours and the CITY shall be notified thereof within said time.

9. **Indemnification and Hold Harmless.** The LICENSEE agrees that it shall indemnify and save harmless the CITY and any of its officers, agents or employees, who may be named as defendants in any claim or suit, on account of any and all claims, damages, losses, judgments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) sustained by or alleged to have been sustained by the officers, agents or employees of the CITY or arising out of damage to property real or personal, including the Licensed Property, alleged to have been caused in whole or in part by acts or omissions of the LICENSEE or by its agents, servants, employees, business invitees, volunteers, subcontractors or suppliers, in connection with this license or the use of the Licensed Property.
10. Alterations. Except for existing as set forth in Paragraphs 2 and new parking spaces and retaining walls, the LICENSEE must secure the CITY’S written consent and proper planning and zoning approvals where applicable, to alter or improve the Licensed Property.

11. Conformity with Laws. The LICENSEE agrees to comply with all applicable laws, orders, rules, regulations and legal requests of all governmental authorities. As a condition of this Agreement, the LICENSEE shall secure all necessary approvals from the City of Danbury planning and zoning authorities for use of the Licensed Property. The LICENSEE agrees to commence the process of revised site plan approval within one (1) year after the date first above written and to diligently pursue said approval to completion. Failure to commence the revised site plan approval process within one (1) year after the date first above written or to diligently pursue said approval process to completion or to secure said revised site plan shall constitute an act of default under Paragraph 5 of this Agreement.

12. Signage. The LICENSEE may repair or replace the Existing Sign in its existing location or may relocate the sign and/or modify the sign size as long as any relocation or size modification is approved by the proper planning and zoning agencies and/or officials. The LICENSEE shall not be permitted to erect appropriate or construct any additional signs on the Licensed Property; however, each such sign shall be approved by the appropriate planning and zoning authority of the City of Danbury.

13. Holding Over. If the LICENSEE stays in possession after the end of this Agreement, it shall still comply with the provisions hereof.

14. No Waiver by CITY. The CITY does not waive any rights by accepting license fees or by failing to enforce any of the terms of this Agreement.

15. Assignment. The LICENSEE may not assign its rights or delegate its duties under this Agreement to a third party without obtaining the CITY’S prior written approval, which approval shall not be unreasonably withheld. Such assignment may only be made to a person or entity with an ownership interest in 101 Newtown Road. If so assigned or delegated, CPD shall be deemed wholly released from the entirety of this Agreement by novation, and its assignee or delegatee shall be deemed the sole LICENSEE under this Agreement for all purposes.

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17. **Quiet Enjoyment.** Subject to the terms of this Agreement, and in particular subject to the absolute right of the CITY to terminate this License after notice, as long as the LICENSEE is not in default the LICENSEE may peaceably and quietly have, hold and enjoy the Licensed Property.

18. **Validity of Agreement.** If any part of this Agreement is found by a court of competent jurisdiction to be invalid, the rest of this Agreement shall remain in full force unless the invalid provision is essential to the remainder of the Agreement, in which case this Agreement shall terminate and be of no further force or effect. The CITY shall have the right to correct any invalid clause to make it comply with the law.

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21. **Notices.**

Any and all notices or the exercise of any rights called for or required by a provision of this License, unless specifically described herein, shall be in writing, and shall be delivered to the respective parties by certified mail, return receipt requested, at the following addresses, unless both parties agree to waive the mailing requirement in favor of electronic mail exchange:

A. To the CITY: Office of the Mayor  
155 Deer Hill Avenue  
Danbury, CT 06810

B. To the LICENSEE: CPD Properties, Inc.  
536 Main Street  
New Paltz, NY 12561

Such addresses may be changed by either party by notifying the other party in the manner required for notice.

22. **Governing Law.** This Agreement shall be governed by the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this _________ day of April/August, 2022.
Signed, sealed and delivered in the presence of:

__________________________________________

witness

__________________________________________

witness

__________________________________________

witness

CITY OF DANBURY

By: __________________________

Dean Esposito, Mayor

__________________________________________

LICENSEE

__________________________________________

LICENSEE

By: __________________________

__________________________________________

witness, its President

__________________________________________

witness
STATE OF CONNECTICUT)
) ss: Danbury
COUNTY OF FAIRFIELD )

On this the _____ day of April/August, 2022, before me,______________________, the undersigned officer, personally appeared DEAN ESPOSITO, who acknowledged himself to be the Mayor of the CITY OF DANBURY, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the CITY by himself as Mayor.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF NEW YORK )
) ss: New Paltz
COUNTY OF ULSTER )

The foregoing instrument was acknowledged before me this _____ day of April/August, 2022, by______________, President, duly authorized, on behalf of CPD PROPERTIES, INC., a New York Corporation, registered in the State of Connecticut, on behalf of the corporation as the free act and deed of the corporation and as his free act and deed as President of the corporation.

Commissioner of the Superior Court
Notary Public
My Commission Expires:
SCHEDULE A

The Property that is the subject of this License Agreement consists of all that certain parcel of land with improvements thereon described as “HATCHED AREA. AREA TO BE LICENSED BY THE CITY OF DANBURY TO CPD PROPERTIES, INC., AREA = 2,857 SQ. FT.” on a certain map entitled:

“LICENSE AREA MAP PREPARED FOR CPD PROPERTIES, INC. DEPICTING PROPERTY SITUATED AT 101 NEWTOWN ROAD and OLD SHERMAN TURNPIKE DANBURY, CONNECTICUT TAX ASSESSOR LOT – M11016”, Scale 1” = 20’, dated OctoberSeptember 22, 2021, certified substantially correct by Zachary S. Rapp, RPLS., which map is on file in the Office of the Town Clerk of the City of Danbury as Map No. ______;
Department Reports
July 21, 2022

MEMORANDUM

To: Mayor Dean E. Esposito
    Members of the City Council

From: Patrick A. Ridenhour, Chief of Police

Subject: Police Department Monthly Report
    July 2022

I submit this report of the activities of the Danbury Police Department for the month of July.

Personnel
Department Strength:

Sworn Personnel 139

Injury/Extended Leave 2
Extended Light Duty 1
Field Training Program 1

Effective strength (as of 07-25-22) 135

Significant Projects: None at this time

Community Services (See attached)

Training
7/6  Tactical Operations Liability
7/11-15  Zero Abuse Project
7/11-22  At Scene Traffic Crash/Traffic Homicide Investigation
7/18-22  Basic Interview & Interrogation
7/19-21  School Safety Summit
7/25-27  DWI w/Wetlab (lateral hire)
Intoxilyzer (lateral hire)

**Chief's Significant Meetings**

<table>
<thead>
<tr>
<th>Date</th>
<th>Meeting</th>
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<tbody>
<tr>
<td>6/27</td>
<td>PD Promotional Interviews</td>
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<tr>
<td>6/27</td>
<td>Berkshire Tower Meeting</td>
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<tr>
<td>6/27</td>
<td>Retirement Dinner - McNally</td>
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<td>6/29</td>
<td>Board of Awards – Purchasing</td>
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<tr>
<td>6/29</td>
<td>Deputy Chief Swearing-In Ceremony</td>
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<td>6/30</td>
<td>Union Contract Mediation</td>
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<td>7/6</td>
<td>Labor Board Hearing</td>
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<td>7/6</td>
<td>City Council Meeting</td>
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<td>7/7</td>
<td>Police Service Dog Proposal</td>
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<td>7/11</td>
<td>Promotion Ceremony – Captain</td>
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<td>7/11</td>
<td>Commission on Racial &amp; Ethnic Disparity in the Criminal Justice System</td>
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<tr>
<td>7/11</td>
<td>Union Staffing Discussion</td>
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<tr>
<td>7/13</td>
<td>National Consortium on Preventing Law Enforcement Suicide Meeting</td>
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<td>7/14</td>
<td>Union Contract Mediation</td>
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<td>7/18</td>
<td>Public Relations Specialist Interview</td>
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<td>7/18</td>
<td>Drought Update</td>
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<td>7/19</td>
<td>DPD Staff Meeting</td>
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<td>PD Grievance Meeting</td>
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<td>7/19</td>
<td>CTIC Executive Board Meeting</td>
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<td>7/20</td>
<td>Meeting w/Governor Lamont – CPCA Headquarters</td>
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<td>7/20</td>
<td>PD Promotional Interviews</td>
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<td>7/21</td>
<td>PD Promotional Interviews</td>
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<tr>
<td>7/21</td>
<td>Grand Opening – Sonic</td>
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<tr>
<td>7/21</td>
<td>S/A Sedensky Retirement Dinner</td>
</tr>
</tbody>
</table>

**E-Commerce Trading Location** – no issues reported this month

Respectfully submitted,

Patrick A. Ridenhour  
Chief of Police  
PAR:mrl
Patrick A. Ridenhour, Chief  
Department of Police  
375 Main Street

To: Patrick A. Riderhour – Chief of Police

From: Vincent P. Daniello – Lieutenant

Re: Community Services Division - Activity Reports & Staffing Levels  
June 15 – July 15, 2022

Date: July 21, 2022

Community Conditions Unit:  
(Sgt. Antonelli, Officers S. Cameron, M. Morrill)  
(-2 Officers)

-See attached report – Sensitive Information

Community Affairs Unit: No officer assigned  
(-1 Officer)

-No report attached

GTF/UNIT:  
(P.O. K. Utter)

See attached report – Sensitive Information

City Center Liaison: No officer assigned  
(-1 Officer)

-No report attached

Police Activities League:  
(No police personnel assigned)

No Report

School Based Officers:  
(P.O. S. O’Brien, P.O. M. Martinez, P.O. B. Hayes, P.O. R. Morlock,  
P.O. M. Iaquinto)

***Current Staffing Levels***

1 Lieutenant
1 Sergeant
8 Patrol Officers (-4)
MEMORANDUM
To: Chief Patrick Ridenhour
From: P.O. Melissa Morrill #582

Subject: Police Cadet Monthly Activity Report – June 2022

To begin the productive month of June, the cadets continued to run the Danbury Fair Mall Carnival until closing on June 12th. Throughout the duration of the carnival, the cadets assisted with traffic, crowd control, and patrolling the inner perimeter throughout the span of opening and closing on weekends. Additionally, the cadets assisted with parking and crowd control during Broadview Middle School and Danbury High School graduations.

The cadets have continued to assist with picking up flags throughout downtown Danbury for the flag detail. Cadets also had the privilege of working out with local the United States Marine Corps members on June 23rd. In addition to working numerous jobs and conducting regular weekly meetings, nineteen new cadets graduated their B.E.S.T. training and joined the rest of the post. They have been thoroughly prepared and trained by the cadet Field Training Officers and now begin their next chapter in the program.
To conclude the month of June, the Police Cadets assisted with the **Candlewood Lake Fireworks**. The cadets aided with traffic, crowd control, and helped park cars in the **Police Athletic League** parking lot. The bike squad unit also assisted in these tasks and patrolled the park as a whole. Busy months such as these help bring cadets together, practice their leadership skills, work with the public, and plan ahead properly. These are the months where cadets obtain the most community service hours and experience some of the ways law enforcement and first responders help the public.

Respectfully submitted,

PO Melissa Morrill  
PO Melissa Morrill #582  
Police Cadet Advisor

Vida Caba  
Vida Caba  
Cadet First Class

Richard G. Bessel III  
Richard Bessel III  
Cadet Deputy Chief
## 2022 UNIFORM CRIME REPORT
### CITY OF DANBURY

<table>
<thead>
<tr>
<th></th>
<th>Jan</th>
<th>Feb</th>
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## 2021 UNIFORM CRIME REPORT
### CITY OF DANBURY

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| **Totals**     | 46  | 47  | 60    | 76    | 69  | 64   |      | 362 |       |     |     |      |     |

*Please Note: UCR Stats are subject to change due to monthly crime modifications*
## 2022 DANBURY POLICE DEPARTMENT STATISTICS
### CITY OF DANBURY

#### CALLS FOR SERVICE

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#### TRAFFIC ACCIDENTS

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*Traffic Enforcement Grant(s)
CITY OF DANBURY
FIRE DEPARTMENT
19 NEW STREET
DANBURY, CONNECTICUT 06810

Richard E. Thode
Fire Chief

Phone 203-796-1550
Fax 203-796-1552

FIRE CHIEF’S MONTHLY REPORT

I hereby submit my report as Fire Chief of the Danbury Fire Department, which covers the period of June 22nd, 2021 through July 21st, 2022.

Personnel
Department Strength:

Sworn Personnel 114 (5 vacancies)
Military Duty 1
Injury/Extended Leave 1
Light Duty 2
Effective Strength 7/21/22 110
Civilian Personnel 3
Total in Table of Organization 122

Highlighted Activities

➢ Squad 21 put into full service
➢ Participated in several Community Outreach Events
➢ Completed OSHA required physicals
➢ Provided mutual aid to New Milford High School Fire
➢ Responded to several brush fires due to drought conditions

Dispatch Statistical Report

Total 911 Calls 3,004
6/22/22 – 7/21/22

2022-08
### Unit Responses – 6/22/22 – 7/21/22

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<td>92</td>
<td>127</td>
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</tr>
</tbody>
</table>

**Total Career Unit Responses:** 1,185  
**Total Volunteer Unit Responses:** 132  
**Total Unit Responses:** 1,317
### Community Risk Reduction – Fire Marshal

#### Inspections:
- Residential (Units): 190
- Business / Mercantile: 16
- Educational: 19
- Day Care / Group Home: 4
- Healthcare Facility: 1
- Nursing Home Facility (Units): 140
- Hotel / Motel (Units): 125
- Assembly / Liquor License: 13
- Food Truck And Seasonal Occupancies: 3

#### Fires:
- Building Fire: 4
- Cooking Fire: 1
- Passenger Vehicle Fire / Vehicle Fire: 4
- Natural Vegetation / Brush Fire: 10
- Dumpster / Trash Receptacle Fire: 6
  - **TOTAL**: 25

#### Plan Reviews:
- Plans Received: 16
- Plans Approved: 11
- CO Issued: 7
- Consultations (On Site): 5
- Site Plan Review/Consultation: 2

#### FOI Requests:
- 34

#### Citizen Concerns / Complaints:
- 10

### Fire Prevention / Public Education:
- Fire and Emergency Preparedness and Prevention - Glen Apartments and Crosby Manor
- Five Ducks Preschool Fire Safety Presentation

### Training:
- International Association of Arson Investigators - CT Chapter Seminar and Training
  - Investigating Fuel Gas-Involved Fires
- Community Risk Reduction - Kitchen Table - Methods and Means

### Meetings /Miscellaneous:
- Danbury Hospital - Full inspection, including out buildings and properties
- The Summit - Full inspection, including all occupied, unoccupied and areas under construction
- Danbury Ice Arena - Full inspection of property
- Danbury Public Schools Inspections
- COVID Enforcement Team
- Bloodborne Pathogens - Mandatory EMS Training
- First Due Software Remote Demo, Review and Follow Up
- EPR Software Meeting and Follow Up
- Interviews - Scheduler Position - Fire Marshall's Office

---

2022-08
Career Division Training

Danbury Fire Departments June company in-service training included the operation of the new Squad 21, driver training and the continued review of our new 50 psi fog and 15/16 smooth bore nozzles. Danbury Fire welcomed five new recruits to the line as they have completed their initial crew training with on duty personnel.

Fire Fighting Skill – (Company Drills):

- In-service training for the 5 new recruits.
- Crews are training daily on the Fire Department boat.
- Jeff Horn from Firematic was the lead instructor for all four crews as we put SQ 21 in service.

Events at Fire School:

- DPD Swat Training
- OSHA medical evaluation for the career department
- CFA written certification test.
- All crews participated in framing out the second floor of the burn building.
Walk Through(s):

- Boehringer Hazmat Drill, pictured below:
RE: Public Works Monthly Report for AUGUST 2022 City Council Meeting

Dear Mayor Esposito and Members of the City Council:

I am pleased to present the Public Works Department Report for events occurring during the month of June, 2022. The Department is dedicated to keeping the city safe and functioning smoothly. We value our community and are keeping very active with all city responsibilities, emergency interventions and are continuing spring season programs and tasks. We take pride in the quality of our services and are committed to carrying out Danbury’s goals and initiatives while providing the quality of government service our community deserves.

Please review our individual Public Works Department reports for a full scope of the varied activities and projects we are involved with. If you have any questions or concerns, feel free to call me at 203-797-4537.

Construction Services Report submitted by Thomas Hughes III, Superintendent:
Downtown Danbury TOD Streetscape Renaissance Project Phase 1 & II:

The Phase I project is at substantial completion. The contractor has several punch list items to complete. Four banner poles have been backordered due to COVID supply issues. Per the manufacturer, we have a ship date of July 25th. The annual plant beds and planters have been planted. This project is being administrated and managed in house by Construction Services.

The Phase II Downtown Danbury TOD Streetscape design is complete. We have submitted the Phase II plans to ConnDot District IV for a Prowag (ADA) guidelines / R.O.W. review. The district review is required since Main Street is a State of Connecticut Highway. Once the District IV review is completed, any comments will be addressed by the design engineer. The documents have been sent to ConnDot Consultant Design – Local Roads for review and comment.
Hearthstone Castle Abatement:

Construction Services, working with our in-house resources and on-call environmental consultant Eagle Environmental, has completed the Phase II project design, which included a limited structural assessment of the structure. Phase II has several components; removing the remaining plaster / nonferrable AMC (Asbestos-Containing Materials) from the building interior walls (three floors) along with incorporating the structural engineer’s recommendations for stabilization of the structure for the interior work to proceed. The Phase II AWP had been sent back to the CT Department Health for an updated approval procedural.

We have bid documents packaged for a final review. We plan to bid the project shortly we are awaiting an updated construction estimate from the designer. We expect the new construction estimate anytime. We will bid this work for the 2022 construction season. The Purchasing Department has issued us a bid number and will be requesting the prevailing wage rates from the CT Department of Labor.

Ellsworth Avenue School Addition:

The Annex building interior framing of the first and second floor is completed with doors hung and casework installed. We are awaiting the Hardie Board Trim which was backordered (Covid supply issue) which is scheduled for end of the month (July) delivery. All the MEP items are installed the HVAC startup has completed factory startup. The Controls contractor is able to work with both school building management systems. The building commissioning is scheduled. We have started spot priming and the final coat of paint interior is 90% complete. The electrical contractor has installed the key fob card readers and key scan system. The Fire Alarm and security system have been installed and tested. United Alarm is tying in the systems to their dispatch center central office. The elevator install has been completed and has passed CT State Inspection. The flooring subcontractor has completed the flooring installation. The mason has completed the brick columns and brick fascia on the outside mechanical block wall and repoint of the brick front of the building. The parking lot has been paved and the additional 21 parking spaces on the existing school side also are complete. Several of the IT components are back ordered (supply chain issues). The BOE has installed switches from their inventory to move the project along. The project is presently on schedule to meet the 2022 summer completion.

We have been communicating with BOE Sites & Facilities Director Rich Jalbert & Superintendent of Schools Kevin Walston. The FFE is scheduled for 08/08/2022 & 08/15/2022 delivery and install respectively. The Phase III Playscape has been installed and the playground pavement is complete.

Construction Services:

Rights of Way Permit inspections are continuing under strict Covid-19 protocols. New R.O.W. permits are being issued and approval sign-offs are taking place on-line through the View Point Permit System.

Engineering Report Submitted by Antonio Iadarola, P.E., City Engineer:

Various Bridges:

The Kennedy Avenue Bridge is 450 feet long from the west edge of Main Street to the Inlet and spans 40 feet over the Still River. The design of the Kennedy Avenue Bridge over the Still River is proceeding well and is approximately 90% complete. The City’s Engineers are designing the traffic control plans to minimize impacts to motorists, bus service and pedestrians. Due to the very long length of the bridge and limited locations to access the underside of the bridge, specifications are being prepared in accordance with State and Federa
Regulations for work in confined spaces. The Local Bridge Program Commitment to Fund was received for this bridge and the project is scheduled to be bid in September.

Middle River Road Bridge, near Boyce Road Intersection, is a very old bridge and there are significant settlement concerns and maintenance issues. The City Engineering Division has completed the preliminary site and roadway survey and a Consultant Structural Engineer has performed an inspection of the bridge. The contract for the design of the replacement bridge has been awarded and geotechnical studies have been scheduled. The City Engineering Division will be preparing the environmental permit application and storm water drainage analysis. It is anticipated that this bridge project shall be bid this fall and construction will start in the spring of 2022.

Franklin Street Extension Bridge has been identified as high priority and needs to be replaced. The Engineering Division has prepared preliminary surveys of the right of way, bridge and adjacent private properties. The proposals for the design of the bridge has been received by the Engineering Division and are being reviewed to insure all of the necessary design and permitting issues are included. It is anticipated that the design will be completed by the spring of 2022 and the construction could start in the early summer.

**White Street and Locust Avenue Intersection Improvements Project:**

The proposed design project includes roadway widening of White Street from Meadow Avenue to Eighth Avenue. In addition, dedicated turning lanes shall be provided on White Street, Locust Avenue and Wildman Street. Engineers are working with numerous utility companies to relocate utility poles, overhead wires, underground gas mains and water mains. The design also includes new and updated traffic signals, improved storm drainage along the north side of White Street and new granite curbs and concrete sidewalks. The design is approximately 90% complete. Engineers and Corporation Counsel are acquiring the necessary easements, site plan revisions and variances and are addressing the concerns of the adjacent property owners. The project is scheduled to be bid in September and construction to begin in the spring of 2022. The cost of construction will be funded by a LOTCIP Grant.

**Infrastructure Improvements:**

Eversource Gas: During the last 6 months, City Engineers have received 9 preliminary applications from Eversource Gas for the replacement of existing gas mains. The Engineers have provided substantial information to Eversource about the locations of the existing underground utilities, reviewed proposed plans, identified potential conflicts, coordinated with multiple Eversource Departments and also coordinated the review and approvals with several City Departments. The Engineering Division has recently approved the gas main designs on Elm Street, Fairfield Avenue, Connecticut Avenue, Greenfield Avenue and Delta Avenue and it is expected that plans for gas main replacements on White Street/Ninth Avenue shall be approved shortly.

**Traffic Study and Design:**

The Engineering Division has spent a substantial level of effort reviewing the Route 37 Corridor Study and providing comments about recommended future improvements.

The Division has been reviewing the State’s design of the South Street/Triangle Street and Coal Pit Hill Road intersection and have helped to find ways to improve the project layout and reduce impacts to adjacent properties.
Orchard Street Sanitary Sewer Replacement and Water Main Replacement Project

Project construction will begin in July, 2022.

DEEP MS4 General Stormwater Permit:

The City’s Consultant continues to lead workshop meetings with various pertinent City personnel and offices to meet the multitude of ordinance revisions, land use regulation revisions, mapping, web-site creation, inspection, testing, reporting and other requirements of the State DEEP permit. The Consultant continues to work with City departments on an “as needed” basis for outfall screening and sampling. The Illicit Discharge and Connection Ordinance approved by the City Council is now in effect. DEEP MS4 Annual Reports are posted on the City’s website. The City consultant performed outfall screening and materials and review for the 2021 report. The report has been filed with the state.

Water & Sewer Main Extensions

Lake Avenue water main extension will begin after the State permit is issued.

The RESERVE/RIVINGTON by Toll Brothers: (550 Acre Development with a total of 2150+ Units)

Phase 11: Planning and utility reviews are completed.
The Woodlands Phase 4C: Progress continues with utility extensions and inspections.

Southeast, NY to Danbury Link Feasibility/Planning Study:

The Engineering Division worked with Putnam County on their grant request for funding of a feasibility study for the possible restoration of passenger service between Danbury and the Southeast, NY connection to the Harlem Line. A $1,000,000 grant has been received. The Division worked with Putnam County relative to the scope of the study and the selection of a consultant. Putnam County has executed a contract with the most qualified bidder, WSP. The study is underway and several meetings have taken place. The City Engineer has personally participated in these meetings for this very important project.

Ellsworth Avenue School Annex:

The Division has worked with the Board of Education to develop a schematic plan and program for a school construction project at Ellsworth Avenue Elementary School. The project will aid in accommodating the projected increase in student enrollment in Danbury schools. A grant application has been filed with the State of Connecticut. Architectural services were awarded to Friar Architecture Inc. The City has presented design documents to the State of Connecticut Office of School Construction Grants and Review and received permission to bid the work. The project has been awarded to J.A. Rosa Construction, LLC. The BOE facility unit was moved out and the project is in construction with several activities going on.

Danbury Career Academy:

The city and Board of Education are getting closer to securing this incredible opportunity. Construction Management Services have been awarded and Ed Specs have been finalized.
Traffic Engineer and his Technicians:

Traffic Engineering Division is co-supervising the engineering design of White Street Corridor as well as coordinating and attending studies, design and construction meetings with various State of Connecticut projects including the I-84 Improvement Project, South Street (SR53) Corridor Project, Clapboard Ridge Road (SR39) Corridor Project and the Newtown Road Corridor Construction Project. Together with the Engineering Division staff, Traffic is working on preliminary conceptual plans for Phase II Improvements of the White Street Corridor from west of Meadow Street to east of Byron Street Intersections to relieve traffic congestion during peak travel hours, under State Local Transportation Capital Improvement Program. Recently, the Traffic Unit, in conjunction with Danbury Police Traffic Enforcement, has embarked on the temporary installation of speed warning devices along corridors that experience relatively high travel speeds.

Other activities conducted by Traffic Engineering include regular evaluations of signalized intersections to ensure they operate optimum levels, preventive breakdown signal repairs as well as provision of Call Before You Dig Services for construction programs.

Administrative Work:

City Engineers are reviewing various site plans, water and sewer applications, special exception applications, and subdivision applications for various land-use approvals of on-going development projects throughout the City. Field inspections of sanitary sewer, water mains and new roads are performed regularly on various developments. Our Engineers also review various drainage problems which may include site visits, analysis and design.

Survey Crew:

Our survey crew verifies various R.O.W. and prepares surveys and easements for in-house design of City Projects and also assists other divisions in locating utilities in the field.

Should you have any questions regarding this report or any other issues related to our Engineering Division, please do not hesitate to contact me at (203) 797-4641.

Highway Division Report submitted by Tim Nolan, Superintendent of Public Services: JUNE – 2022

This was a very busy month for the Highway Division. The second phase of this year’s paving project was completed on Saw Mill Rd and Turner Rd. Crews started the drainage work and road preparation on the next phase of paving on Madison Ave, Hillside Ave, Oak St, Thorpe St, Thorpe St Ext, and Tooley La. Backfilling and seeding was completed on the previous paving projects.

Two pothole crews were dispatched daily to fill potholes. Street sweeping continued, cleaning up the winter debris. Employees from all the Public Service Departments worked together to prepare for D.H.S graduation and prepare Candlewood Lake Park for the fireworks display on June 25th. Highway Division crew members assisted the Forestry Division with tree removals, pruning, and traffic control.
Roadside mowing continued to improve sightlines around the City. A crew removed brush and tall weeds from around fence lines along city streets. Employees spent several days clearing catch basins and collecting litter throughout our city streets. The city garbage truck is deployed daily to empty trash cans, collect litter and clean up illegal dumping. The recycle truck continues to be out at multiple locations receiving the recyclables from our residents. Several employees attended a professional development class provided by UConn’s T2 Center and Conn O.S.H.A.

**Maintenance**
- Emergency Call Outs: 2
- Catch Basins Replaced: 18
- Drainage Pipe: 352’
- Guardrail Repairs: 3
- Dredging: 0
- Catch Basin Cleaning: 35
- Roads Paved: 2

**Signage**
- New installs: 0
- Replacements: 18
- Repairs: 28

**Personnel**
- Total: 39
- Injury: 1
- Restricted Duty: 0
- Retirement: 0
- Seasonal: 0
- Vacancy: 0

**Parks Maintenance Report submitted by Tim Nolan, Superintendent of Public Services:**
**JUNE – 2022**

The Parks Maintenance Division continued the grounds maintenance of all the City owned municipal properties, parks, schools and greens. The three spray-parks are open and in operation. All of the other various Park’s throughout are also maintained weekly for many other recreational activities. A crew weeded the flower beds, watered the flowers, and mulched all the locations.

Field maintenance continues with the cleanup, mowing and painting of lines. The Westerners Field was groomed and maintained for their opening games. The Baseball fields and Rugby fields were prepared for the tournaments held throughout the month. D.H.S was prepped and setup for the graduation ceremony. The two dog parks were maintained on a weekly basis.

Each week the Ives St Green and Kennedy Park is cleaned up. Litter was picked up and garbage cans were emptied in various areas throughout the city. Maintenance of the mowing and summer seasonal equipment continued through the month. Several employees attended a safety and professional development class from Conn O.S.H.A.
Maintenance

- Parks: 18
- Schools: 17
- Municipal Complexes: 22
- Sports Fields: 45
- Tennis Courts: 14
- Cricket Courts: 3
- Dog Parks: 2
- Basketball Court: 1

Personnel

- Total: 17
- Injury: 0
- Restricted Duty: 0
- Seasonal: 2
- Vacancy: 0

Forestry Division Report Submitted by Tim Nolan, Superintendent of Public Services:
JUNE – 2022

The Forestry Division was busy maintaining trees in the City’s right of ways. The crew continues to remove dead trees and prune healthy trees around the City. City tree contractors assisted with several tree removals and pruning throughout. Several days were spent pruning trees for the City’s paving projects.

The division responded to several dozen tree calls that include inspections, clean ups, and emergency take downs. Forestry also continues to monitor and remove beaver dam issues throughout the City. The division continues to maintain all of the American flags in the City’s Parks.

Maintenance

- Removals: 25
- Pruning: 8
- Brush: 1
- Plantings: 0
- Emergency Call Outs: 2

Personnel

- Total: 4
- Injury: 0
- Restricted Duty: 0
- Seasonal: 0
- Vacancy: 0
Public Buildings Report submitted by Sean Hanley, Superintendent of Public Buildings:
JUNE – 2022

City:
Emergency generator connections project ongoing at city buildings and schools.

Library:
Technology Center carpet replacement being quoted.

Danbury Public Schools:
E elevator repairs from sprinkler pipe break ongoing.
DHS replacement RTU’s (5) started.
UST replacement projects at RPMS, BMS and King St. campus ongoing.

City Hall:
New addition roof replacement 75% complete.
Front lobby security measures in progress.
Basement floor tile scheduled.

Parking Garage:
Elevator modernization quoted and under review.

Senior Center:
Roof replacement quoted, setting for CIP funding.
Interior painting quoted.

Parks:
Candlewood Lake concession stand counter, sink and bath repairs.
Flagpole replacement quoted and scheduled for South Street.

General:
The majority of time the Maintenance Mechanics spent this month was associated with School building repairs: specifically HVAC, Plumbing and life safety in schools.
Requests for Maintenance Service:

Attached please find the statistical report of repairs and maintenance work that the Public Buildings Mechanics engaged in during the month of June 2022.

In the month of May we received 201 new work requests and completed 181 work requests. In reviewing this report, you will find the repair time that was expended in major work categories. Also listed is the total number of work order hours completed.

Public Building mechanics were engaged in General Maintenance work with a total of 49.00 person-hours dedicated to this service. The next largest area was in HVAC repairs, utilizing 38.50 person-hours of labor. Electrical repairs came as the third highest category with 14.00 person-hours.

Should you have any questions regarding this report, please do not hesitate to contact Sean Hanley at 203-797-4584.

CITY OF DANBURY
PUBLIC BUILDINGS DIVISION
WORK REQUEST REPORT FOR JUNE 2022

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<th>Category</th>
<th>Total Labor Hours</th>
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<td>Electrical</td>
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<td>HVAC</td>
<td>38.50</td>
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<tr>
<td>Locksmith</td>
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<td>49.00</td>
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<td>Mechanical</td>
<td>0.00</td>
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<tr>
<td>Plumbing</td>
<td>1.00</td>
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<tr>
<td>Roofing</td>
<td>3.00</td>
</tr>
<tr>
<td>Snow Plowing</td>
<td>0.00</td>
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</table>

Labor Hours City Buildings 66.50
Labor Hours School Buildings 47.00
Public Utilities Report Submitted by David Day, PE, Superintendent of Public Utilities:
RE: Report to the City Council – Month of JUNE 2022

Dear Mayor Esposito and Members of the City Council:

Enclosed is the monthly report to the City Council for activities that took place in JUNE 2022. Also attached is the Public Utilities Vehicle Maintenance Report.

As of July 15, 2021 there are 30 hydrants out of service. I will be happy to review the information with you.

Sincerely,

David Day
David Day, P.E.
Superintendent

JUNE 2022 Water Pollution Control Plant (WPCP) Upgrade Project Status

The following is an update of events that occurred and of work that was performed in June 2022 by the Veolia Design Build Team (Veolia, Wright-Pierce, and CH Nickerson)

- Construction of Phase 1 work (Tertiary Treatment System Upgrade and Stormwater System Improvements) continued. The following activities were performed by the design build team:
  - Veolia performed Construction Management Duties for Phase 1 work.
  - Wright-Pierce performed Construction Administrative and Resident Project Representative Duties associated with the construction of the Tertiary Treatment System and the Stormwater System Improvements.
  - CH Nickerson (CHN) performed the following work associated with the new Tertiary Treatment System Building:
    - CHN continued completing site work, building structure construction, HVAC, electrical and plumbing, and miscellaneous system installations.
    - Veolia and NIC Systems continued working on SCADA and control systems upgrades.
  - CHN performed the following work associated with Stormwater System Improvements:
    - Resumed placement of new storm drain pipe.

- Construction of Phase 2 work continued. Phase 2 work includes a new Headworks Screening & Grit Removal Facility, a new Fats, Oils & Grease (FOG) Receiving and REA Biodiesel Facility and Miscellaneous WPCP Upgrades. The following activities were performed by the design build team:
  - Veolia performed Construction Management Duties for Phase 2 work.
  - Wright-Pierce performed Construction Administrative and Resident Project Representative Duties associated with the construction of Phase 2 work.
  - REA continued off site construction of FOG/Biodiesel Treatment System components.
- REA continued installation of FOG/Biodiesel Treatment System components.
- REA continued site work.
- CHN continued reinforced concrete work for the Grit Removal Facility.
- CHN performed HVAC, electrical and plumbing work for the Headworks Building.
- CHN continued masonry work for the New Headworks Facility
- CHN continued upgrade work at Flow Structures, Primary Clarifiers, Final Clarifiers, Screw Pumps, BNR Aeration Tanks and the Digester No. 2 Complex.

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**MEMORANDUM**

**DATE:** July 15, 2022  
**TO:** City of Danbury, City Council  
**FROM:** Daniel M. Day, P.E., Superintendent  
**RE:** Sanitary Sewer Collection System Maintenance—JUNE 2022

<table>
<thead>
<tr>
<th>Complaints</th>
<th>0 Bypasses</th>
<th>7 Slow Running</th>
<th>4 Loose Manholes</th>
<th>0 Odor Calls</th>
<th>5 Manholes Inspected</th>
<th>20 Manholes Replaced/Repaired</th>
</tr>
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</table>

Number Received: 11  
Number Completed: 11

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<tr>
<th>Pipe Cleaned:</th>
<th>3,600 LFT</th>
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<tbody>
<tr>
<td>Gallons of Water Used:</td>
<td>14,000 Gal</td>
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<tr>
<td>New Pipe Inspected:</td>
<td>0 LFT</td>
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<tr>
<td>Manholes Replaced/Repaired:</td>
<td>20</td>
</tr>
<tr>
<td>Manhole Maintenance due to PW Paving:</td>
<td>14</td>
</tr>
</tbody>
</table>
To: David Day, P.E., Supt. of Public Utilities, City of Danbury
From: Ralph Azzarito, Project Manager

Subject: WPCP Report For Month of: Jun '22
Date: 07/15/22

I. Wastewater Treatment:
   A) Sewage Processed: 8.6 MGD (Daily Avg) 257.3 Million Gallons Total
   B) Septic Waste Processed: 1,386,275 Gallons Total
   C) Sludge Pumped to Digesters: 644,807 Pounds Total

II. Wastewater Quality

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<tr>
<th></th>
<th>Influent</th>
<th>Effluent</th>
<th>% Removal</th>
<th>Effluent Limit</th>
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<tbody>
<tr>
<td>A) BOD (mg/l)</td>
<td>275</td>
<td>4</td>
<td>99</td>
<td>30 mg/l and 85%</td>
</tr>
<tr>
<td>B) Total Suspended Solids (mg/l):</td>
<td>316</td>
<td>3</td>
<td>99.1</td>
<td>30 mg/l and 85%</td>
</tr>
<tr>
<td>C) Total Phosphorus (mg/l):</td>
<td>6.1</td>
<td>0.08</td>
<td>99</td>
<td>0.14 mg/l</td>
</tr>
<tr>
<td>D) Ammonia (mg/l):</td>
<td>25.6</td>
<td>0.26</td>
<td>99</td>
<td>1.7 mg/l</td>
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<tr>
<td>E) Total Nitrogen (lbs/Day):</td>
<td>2,844</td>
<td>288</td>
<td>90</td>
<td>442 lbs/day</td>
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Note: Phosphorus limits apply April - October.

Nitrogen limit for credit trading only.

III. Pump Station Operation:

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<thead>
<tr>
<th></th>
<th>Hours Run</th>
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<tbody>
<tr>
<td>A) Beaver Brook:</td>
<td>718.4</td>
</tr>
<tr>
<td>B) Southfield:</td>
<td>50.9</td>
</tr>
<tr>
<td>C) Mill Plain:</td>
<td>30.7</td>
</tr>
<tr>
<td>D) Backus:</td>
<td>324.4</td>
</tr>
<tr>
<td>E) Tarrywile:</td>
<td>82.0</td>
</tr>
<tr>
<td>F) Turner Road:</td>
<td>39.3</td>
</tr>
<tr>
<td>G) Ford Avenue:</td>
<td>30.9</td>
</tr>
<tr>
<td>H) Indian Glen:</td>
<td>87.6</td>
</tr>
<tr>
<td>I) Delay Street:</td>
<td>22.3</td>
</tr>
<tr>
<td>J) Hayestown Road:</td>
<td>73.3</td>
</tr>
<tr>
<td>K) Kenosia Avenue:</td>
<td>8.0</td>
</tr>
<tr>
<td>L) Larson Drive:</td>
<td>55.5</td>
</tr>
<tr>
<td>M) Landfill:</td>
<td>192.9</td>
</tr>
<tr>
<td>N) Thrope Street:</td>
<td>10.9</td>
</tr>
<tr>
<td>O) Poets Landing:</td>
<td>23.5</td>
</tr>
<tr>
<td>P) Rogers Park:</td>
<td>64.7</td>
</tr>
<tr>
<td></td>
<td>96.9 Hours Run</td>
</tr>
<tr>
<td>Q) East Franklin Street</td>
<td>18.1 Hours Run</td>
</tr>
</tbody>
</table>

Total Station Alarms: 3
TO: City Council - City of Danbury
FROM: David Day, Superintendent of Public Utilities
DATE: July 15, 2022
RE: WATER DEPARTMENT REPORT: JUNE 2022

I. WATER PRODUCTION:

A) Margerie Water Treatment Facility: 86.7 MG.
B) West Lake Water Treatment Facility: 89.4 MG.
C) Kenosia Well Field: 0 MG.
D) Osborne Street Well Field: 0 MG.
E) Other: 0 MG.

( MG. = Million Gallons )

II. RAINFALL:

A) Month: 3.5 inches
B) Past 12 Months (running total): 59.1 inches
C) Current Year (Jan.- Current Mo.): 23.8 inches

III. WATER STORAGE: date: 6/27/2022

<table>
<thead>
<tr>
<th></th>
<th>Current Reading</th>
<th>Historical Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>A) East Lake Reservoir:</td>
<td>100.0 %</td>
<td>95.2 %</td>
</tr>
<tr>
<td>B) Margerie Lake Reservoir:</td>
<td>92.5 %</td>
<td>96.2 %</td>
</tr>
<tr>
<td>C) West Lake Reservoir:</td>
<td>94.7 %</td>
<td>96.2 %</td>
</tr>
<tr>
<td>D) Total:</td>
<td>94.5 %</td>
<td>95.7 %</td>
</tr>
</tbody>
</table>

IV. WATER PUMPED:

A) Park Avenue Pump Station: 0 MG.
B) Padanaram (High School) Pump Station: 4.76 MG.
C) Shelter Rock Pump Station: 0.64 MG.
D) WestConn Pump Station: 0.57 MG.
E) Margerie Pump Station: 1.08 MG.
F) Pleasant Acres: 1.32 MG.
G) Nabby Road: 1.44 MG.
H) Harvest Hill: 1.43 MG.
I) Woodland Road (Reserve): 10.87 MG.
J) West Lake High Service: 55.8 MG.
K) Total Water Pumped (A-I): 77.9 MG.

(MG. = Million Gallons)

V. WATER TRANSFERRED:
A) East Lake to Margerie Reservoir: 0.0 MG.
B) Padanaram to Margerie Reservoir: 0.0 MG.
C) Kohanza to West Lake Reservoir: 0.0 MG.
D) Kenosia Diversion to West Lake Reservoir: 0.0 MG.
E) Kenosia Wells to West Lake Reservoir: 0.0 MG.
F) Total Water Transferred (A-E): 0.0 MG.

(MG. = Million Gallons)

VI. ALGAE CONTROL:
A) Margerie Reservoir - 3,400 lbs. copper sulfate
B) West Lake Reservoir - 3,600 lbs. copper sulfate

VII. SURVEY OF WATER SOURCES:
A) Daily testing of treated and untreated water by water quality laboratory.
B) Disinfection by-products (trihalomethanes & haloacetic acids) testing of water distribution system.
Honorable Mayor Esposito and City Council Members:

The Equipment Maintenance Division responded to and repaired the following vehicles during the month. Below is a list of services provided.

<table>
<thead>
<tr>
<th>Date</th>
<th>Vehicle</th>
<th>Repair Provided</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/2022</td>
<td>10</td>
<td>R/F MIRROR IS LOOSE</td>
<td>HWY</td>
</tr>
<tr>
<td>^</td>
<td>TW3</td>
<td>TAILGATE LATCHES</td>
<td>HWY</td>
</tr>
<tr>
<td>^</td>
<td>181</td>
<td>HYD VALVE BODY FOR PACKER</td>
<td>HWY</td>
</tr>
<tr>
<td>^</td>
<td>90</td>
<td>COOLANT HOUSING SERVICE</td>
<td>HWY</td>
</tr>
<tr>
<td>^</td>
<td>248-DA</td>
<td></td>
<td>BLDG INSP</td>
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<tr>
<td>6/2/2022</td>
<td>TW3</td>
<td>TAILGATE LATCHES</td>
<td>HWY</td>
</tr>
<tr>
<td>^</td>
<td>8</td>
<td>ASPHALT CHUTES SERVICE</td>
<td>HWY</td>
</tr>
<tr>
<td>^</td>
<td>64-DA</td>
<td></td>
<td>BLDG MAINT</td>
</tr>
<tr>
<td>^</td>
<td>181</td>
<td>HYD VALVE BODY FOR PACKER</td>
<td>HWY</td>
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<tr>
<td>6/3/2022</td>
<td>46</td>
<td>WIPER BLADES</td>
<td>HWY</td>
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<tr>
<td>^</td>
<td>8</td>
<td>ASPHALT CHUTES</td>
<td>HWY</td>
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<tr>
<td>^</td>
<td>80</td>
<td>JUMP START</td>
<td>HWY</td>
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<tr>
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<td>TW3</td>
<td>BRAKE CHAMBERS/SLACK ADJUSTERS</td>
<td>HWY</td>
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<tr>
<td>^</td>
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<td>WIPER BLADES</td>
<td>HWY</td>
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<td>288-DA</td>
<td>SERVICE</td>
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<td>6/4/2022</td>
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<td>TAIL LATCHES/SERVICE</td>
<td>HWY</td>
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<tr>
<td>^</td>
<td>TW3</td>
<td>BRAKE CHAMBERS/SLACK ADJUSTERS</td>
<td>HWY</td>
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<tr>
<td>^</td>
<td>44</td>
<td>WATERPUMP</td>
<td>HWY</td>
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<tr>
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<td>HWY</td>
</tr>
<tr>
<td>^</td>
<td>8</td>
<td>TAILGATE LATCHES/SERVICE</td>
<td>HWY</td>
</tr>
<tr>
<td>^</td>
<td>44</td>
<td>SERVICE/AIR TANKS</td>
<td>HWY</td>
</tr>
<tr>
<td>6/7/2022</td>
<td>44</td>
<td>SERVICE/AIR TANKS</td>
<td>HWY</td>
</tr>
<tr>
<td>^</td>
<td>8</td>
<td>TAILGATE LATCHES/SERVICE</td>
<td>HWY</td>
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<tr>
<td>^</td>
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<td>HWY</td>
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<tr>
<td>^</td>
<td>405-DA</td>
<td>CHECK FUEL AND BRAKE LINES</td>
<td>BLDG MAINT</td>
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<tr>
<td>6/8/2022</td>
<td>21</td>
<td>FIX TAILGATE LATCHES</td>
<td>HWY</td>
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<tr>
<td>^</td>
<td>83-DA</td>
<td>REVERSE LIGHTS</td>
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<tr>
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<td>BRAKE CHAMBERS/SLACK ADJUSTERS</td>
<td>HWY</td>
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<tr>
<td>^</td>
<td>1</td>
<td>SERVICE</td>
<td>HWY</td>
</tr>
<tr>
<td>^</td>
<td>44</td>
<td>AIR TANKS/STRAPS/SERVICE</td>
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<tr>
<td>6/9/2022</td>
<td>1</td>
<td>SERVICE</td>
<td>HWY</td>
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<tr>
<td>^</td>
<td>1/8-UDA</td>
<td>CHECK LIGHTS</td>
<td>HWY</td>
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<tr>
<td>^</td>
<td>43</td>
<td>REMOVE TOOL BOX</td>
<td>HWY</td>
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<tr>
<td>^</td>
<td>TW3</td>
<td>BRAKE CHAMBERS/SLACK ADJUSTERS</td>
<td>HWY</td>
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<tr>
<td>^</td>
<td>44</td>
<td>AIR TANKS/STRAPS/SERVICE</td>
<td>HWY</td>
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<tr>
<td>^</td>
<td>100</td>
<td>SIDE BROOMS</td>
<td>HWY</td>
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<td>TW3</td>
<td>BRAKE CHAMBERS/SLACK ADJUSTERS</td>
<td>HWY</td>
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<td>HWY</td>
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<td>44</td>
<td>AIR TANKS/STRAPS/SERVICE</td>
<td>HWY</td>
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<tr>
<td>6/10/2022</td>
<td>44</td>
<td>AIR TANKS/STRAPS/SERVICE</td>
<td>HWY</td>
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</tbody>
</table>
SERVICE/HYD HOSES
FUEL INJECTORS/GLOW PLUGS/VALVE COVER GASKET
SERVICE/HYD HOSES
BRAKE CHAMBERS/SLACK ADJUSTERS
FREE UP FROZEN PUMP
REMO KE CONVEYER CHAIN
CHECK ENGINE LIGHT/TAIGATE LATCHES
CHECK T URN SIGNALS
SERVICE/HYD HOSES
CHECK ENGINE LIGHT/TAIGATE LATCHES
R/F AXLE
REMO KE CONVEYER CHAIN
OSH A CLASS
FRONT BRAKES/REAR BRAKES
SERVICE/TAILGATE RELEASE VALVE
SERVICE
CHECK ENGINE LIGHT/TAIGATE LATCHES
SERVICE
FRONT BRAKES/REAR BRAKES
FUEL TANK/STRAPS/LINING
FRONT BRAKES/REAR BRAKES
FIX MOWE R BELT COVER
SERVICE
SERVICE
SERVICE
CHANGE MOWE R BELTS(ROAD CALL)
HYD HOSES
SERVICE
SERVICE
SERVICE
SERVICE
HYD HOSES
SERVICE
CHECK BACK UP ALARM
L/F OIL BATH HUB IS LEAKING
MAIN BROOM/Cover
INSTALL SWITCH FOR HAMMER
MAIN BROOM/Cover
INSTALL SWITCH FOR HAMMER
MAIN BROOM/Cover
SERVICE/CHIPPER BLADES
MAIN BROOM/Cover
SERVICE/CHIPPER BLADES
SERVICE/CHIPPER BLADES
SERVICE/CHIPPER BLADES
SERVICE/CHIPPER BLADES
SERVICE/CHIPPER BLADES
SERVICE/CHIPPER BLADES
SERVICE/REMOVE RADIO
SERVICE/REMOVE RADIO
FORESTRY
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### GENERAL FUND - EQUIPMENT MAINTENANCE
#### JUNE 2022

<table>
<thead>
<tr>
<th>REPAIR DATE</th>
<th>PLATE #</th>
<th>DIVISION</th>
<th>DESCRIPTION OF WORK PERFORMED</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/2022</td>
<td>VM-4209</td>
<td>POLICE</td>
<td>REPLACE EGR GASKET ALIGNMENT, SERVICE PRESSURE WASHER, FUEL FILTERS, REPLACE HOSE FITTINGS</td>
</tr>
<tr>
<td></td>
<td>291-da</td>
<td>HIGHWAY</td>
<td></td>
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<tr>
<td>6/2/2022</td>
<td>261-DA</td>
<td>POLICE</td>
<td>REPLACE TAILGATE LATCH ASSEMBLY, REPAIR DRIVERS DOOR PANEL</td>
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<tr>
<td>6/3/2022</td>
<td>3-DA</td>
<td>POLICE</td>
<td>LF HEADLIGHT BULB AND CONNECTOR, COOLANT RESERVOIR</td>
</tr>
<tr>
<td>6/6/2022</td>
<td>337-DA</td>
<td>POLICE</td>
<td>LR FLAT REPAIR</td>
</tr>
<tr>
<td></td>
<td>088-XGK</td>
<td>POLICE</td>
<td>REPLACE BATTERY</td>
</tr>
<tr>
<td></td>
<td>703-YNK</td>
<td>POLICE</td>
<td>TAILLIGHT BULB</td>
</tr>
<tr>
<td></td>
<td>108-FRM</td>
<td>POLICE</td>
<td>REPLACE DRIVE BELTS</td>
</tr>
<tr>
<td>6/7/2022</td>
<td>223-DA</td>
<td>POLICE</td>
<td>LF HEADLIGHT</td>
</tr>
<tr>
<td>6/13/2022</td>
<td>17-DA</td>
<td>POLICE</td>
<td>REPAIR SHIFTER CABLE, WIPER BLADES</td>
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<td>6/14/2022</td>
<td>13-DA</td>
<td>POLICE</td>
<td>DRIVERS DOOR LATCH</td>
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<td>6/15/2022</td>
<td>223-DA</td>
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<td>INSTALL EXHAUST GASKET</td>
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<td>6/17/2022</td>
<td>138-DA</td>
<td>CITY HALL</td>
<td>3 TIRES</td>
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<td>6/20/2022</td>
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<td>POLICE</td>
<td>ENGINE SERVICE, WATER PUMP</td>
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<td>14-DA</td>
<td>POLICE</td>
<td>ENGINE SERVICE</td>
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<td>113-DA</td>
<td>POLICE</td>
<td>PCV VALVE, BRAKE LAMP SWITCH</td>
</tr>
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<td>6/23/2022</td>
<td>5-DA</td>
<td>POLICE</td>
<td>DIAGNOSE AFTERMARKET WIRING, REPLACE CHARGE GUARD</td>
</tr>
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<td>6/28/2022</td>
<td>VM4209</td>
<td>POLICE</td>
<td>TAILLIGHT BULB</td>
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<tr>
<td></td>
<td>AL52688</td>
<td>POLICE</td>
<td>ENGINE SERVICE, ROTATE TIRES</td>
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</table>

### WATER FUND
#### JUNE 2022

<table>
<thead>
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<th>REPAIR DATE</th>
<th>PLATE #</th>
<th>DIVISION</th>
<th>DESCRIPTION OF WORK PERFORMED</th>
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<tbody>
<tr>
<td>6/21/2022</td>
<td>227-DA</td>
<td>WATER</td>
<td>REPLACE ALTERNATOR</td>
</tr>
<tr>
<td>6/22/2022</td>
<td>324-DA</td>
<td>WATER</td>
<td>INSTALL CRANE SAFETY SWITCH, REPAIR FRONT SPOILER</td>
</tr>
<tr>
<td>6/23/2022</td>
<td>109-DA</td>
<td>WATER</td>
<td>ENGINE SERVICE, FUEL FILTERS, AIR FILTER, ROTATE TIRES</td>
</tr>
<tr>
<td>6/27/2022</td>
<td>316-DA</td>
<td>WATER</td>
<td>ENGINE SERVICE</td>
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<td>341-DA</td>
<td>WATER</td>
<td>DIAGNOSE AND REPAIR AFTERMARKET WIRING</td>
</tr>
<tr>
<td>6/28/2022</td>
<td>114-DA</td>
<td>WATER</td>
<td>ENGINE SERVICE, FRONT+REAR BRAKE PADS AND ROTORS, BATTERY</td>
</tr>
</tbody>
</table>
July 25, 2022

Dear Mayor Esposito and Members of the City Council:

As of July 25, the State of Connecticut has had 919,789 positive COVID-19 cases and 11,093 associated deaths. In the City of Danbury, there have been 21,326 positive COVID-19 cases and 218 associated deaths. There are currently 15 COVID-19 related hospitalizations at our local hospitals. The City’s current COVID-19 infection rate is 9.8% and the 14-day running average is 16.1 per 100,000.

The City of Danbury Department of Health and Human Services strongly recommends individuals to continue to take precautionary measures against COVID-19. Currently, the most predominant strain of COVID-19 in the United States, BA.5, has caused a spike in cases across the nation. Our department encourages the community to stay up-to-date on COVID-19 vaccines, practice sanitary measures, and get tested for COVID-19 if exposed to or experiencing symptoms of the illness. Individuals may use the following Booster Calculator on the CDC to determine their eligibility status: https://www.cdc.gov/coronavirus/2019-ncov/vaccines/booster-shot.html.

The State of Connecticut has seen a total of 19 monkeypox cases thus far. The City of Danbury Department of Health & Human Services is developing shareable educational materials about monkeypox to organizations within our community. Symptoms of monkeypox can include: fever, headache, muscle aches, a rash that can look like pimples or blisters, swollen lymph nodes, chills, and exhaustion. It is crucial for individuals to follow preventative guidance against monkeypox, such as: avoid close skin-to-skin contact with people who have a rash that looks like monkeypox, do not handle or touch fabric materials of a person who has monkeypox, and wash your hands often with soap and water. If sick with monkeypox, individuals should isolate at home, and if an active rash is present, stay in a separate room away from people or pets when possible.

Additionally, the Danbury Health Department wants to remind individuals to stay safe against extreme heat. Staying hydrated, relocating to a cool area, and wearing loose-fitted, light-colored clothing, are all key strategies to protect against heat-related illnesses.

The following pages contain the reports from each division, providing details concerning ongoing activities. Should you have any questions regarding any of the submitted reports, please call me at (203) 797-4625.

Respectfully yours,

Kara Prunty, MPH
Director of Health and Human Services

Grant Status Update
(July 1, 2021 - June 30, 2022)
<table>
<thead>
<tr>
<th>Grant Agency</th>
<th>Program Supported</th>
<th>Award Amount</th>
<th>Award dates</th>
<th>Project Status</th>
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</thead>
<tbody>
<tr>
<td>CT Dept. of Public Health (CTDPH)</td>
<td>Diabetes Education</td>
<td>$24,378</td>
<td>10/1/19 - 9/30/22</td>
<td>Awarded</td>
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<tr>
<td>CT Health Foundation Extension</td>
<td>COVID-19 Response</td>
<td>$100,000</td>
<td>5/1/2021 - 12/31/2022</td>
<td>Completed</td>
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<tr>
<td>CT Dept. of Public Health Epidemiology and Laboratory Capacity Grant</td>
<td>COVID-19 Response</td>
<td>$510,143</td>
<td>5/19/2020 - 11/17/2022</td>
<td>Awarded</td>
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<tr>
<td>CT DPH Vaccine Equity Partnership Funding</td>
<td>COVID-19 Response</td>
<td>$946,084.06</td>
<td>5/1/2021 - 12/31/2021</td>
<td>Completed</td>
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<tr>
<td>CT DPH Public Health Emergency Preparedness</td>
<td>Emergency Response</td>
<td>$47,960</td>
<td>7/1/2021 - 6/30/2022</td>
<td>Completed</td>
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<tr>
<td>CT DPH Epidemiology and Laboratory Capacity II Grant</td>
<td>COVID-19 Response</td>
<td>$511,890.15</td>
<td>3/1/2022 - 7/15/2023</td>
<td>Applied</td>
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<tr>
<td>CT DPH Per Capita 2023</td>
<td>All Programs</td>
<td>$167,080.10</td>
<td>7/1/2022 - 6/30/2023</td>
<td>Applied</td>
</tr>
</tbody>
</table>

**Environmental Health Division**
Tiziana Covacci, Associate Director of Environmental Health

The Environmental Health Division provides a multitude of services, which include but are not limited to the following:

- Land use plan review and inspection
- Food service establishment plan review and inspection
- Septic plan review and related inspections
- Well water testing for potability
- Public swimming pool code compliance and inspection
- Housing code enforcement
- Recreational water sampling
- Hazardous material storage inspection & code enforcement
- Staff support for the Environmental Impact Commission.
- Numerous community-level projects including the maintenance of the Lake Kenosia Garden Buffer and the maintenance of the Still River Trail.

**.June 2022/July 2022 Activity**

The Environmental Health Team has been continuing routine inspections, with an increase of septic and seasonal inspections. Additionally, three members of our team have become Certified Lead Risk Assessors.

**June Results**

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<th>potable water</th>
<th></th>
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<tbody>
<tr>
<td>private well</td>
<td></td>
</tr>
<tr>
<td>Classification</td>
<td>Code</td>
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<tr>
<td>--------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Well Permits</td>
<td>1</td>
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<tr>
<td><strong>Environmental</strong></td>
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<tr>
<td>Grading Permit Review</td>
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<tr>
<td>Bolt</td>
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<td>Hazmat</td>
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<tr>
<td>Erosion inspections</td>
<td></td>
</tr>
<tr>
<td>Complaint Investigation</td>
<td>20</td>
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<tr>
<td>Odor Complaints</td>
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<tr>
<td>Wetlands/Grading</td>
<td></td>
</tr>
<tr>
<td>Misc (Describe): Erosion Permit</td>
<td></td>
</tr>
<tr>
<td><strong>Sewage Disposal</strong></td>
<td></td>
</tr>
<tr>
<td>Plan Review</td>
<td>21</td>
</tr>
<tr>
<td>Inspections</td>
<td>32</td>
</tr>
<tr>
<td>New, Replace, Fail, Plan Review</td>
<td></td>
</tr>
<tr>
<td>100% Replacement Plan Review</td>
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<tr>
<td>Soil Testing (List by Appointment Only)</td>
<td>13</td>
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<tr>
<td>Additions</td>
<td>13</td>
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<tr>
<td>Dye Tests (Initial)</td>
<td></td>
</tr>
<tr>
<td>Septic Permits (To Construct)</td>
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</tr>
<tr>
<td><strong>Solid Waste</strong></td>
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</tr>
<tr>
<td>Garbage Complaint</td>
<td></td>
</tr>
<tr>
<td>Misc. (Describe)</td>
<td></td>
</tr>
<tr>
<td><strong>Rodent and Animal Control</strong></td>
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<td>Rodent Complaint</td>
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<td>Insect Complaint</td>
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<tr>
<td>Domestic Animal Complaint</td>
<td></td>
</tr>
<tr>
<td>Misc.</td>
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<tr>
<td><strong>Housing</strong></td>
<td></td>
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<td>Residential/Commercial Inspection (Not Indoor Air)</td>
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<tr>
<td>Housing Complaints</td>
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<td>Child Day Care Inspection (Initial)</td>
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<td>Child Day Care Plan Review</td>
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<tr>
<td>Body Care Inspections</td>
<td></td>
</tr>
<tr>
<td>Body Care Plan Review</td>
<td></td>
</tr>
<tr>
<td>Body Care Construction Visits</td>
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<tr>
<td>Massage Establishment inspections</td>
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<td>Massage Establishment Plan Review</td>
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<tr>
<td>COVID-19 Salon/Body Care Compliance Inspections</td>
<td></td>
</tr>
<tr>
<td>Lead Home Visit</td>
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<td>Category</td>
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<tr>
<td>----------------------------------------------</td>
<td>-------</td>
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<tr>
<td>Lead inspection for all properties</td>
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<td>Lead Apartment Plan Review</td>
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<td>Certificate of Apartment Occupancy (CAU's)</td>
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<td>Reinspections</td>
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<td>Healthy Homes</td>
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<tr>
<td>Hotel/Motel inspections</td>
<td></td>
</tr>
<tr>
<td>Salons/barber shops inspections</td>
<td></td>
</tr>
<tr>
<td>Total # of Hotel/Motel rooms inspected</td>
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<tr>
<td>Food Service Establishment Inspection (initial)</td>
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<tr>
<td>Construction Visits Pre-op (Remodel)</td>
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<td>Food Service Walkthrough Inspections</td>
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<tr>
<td>Itinerant vendor inspections</td>
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</tr>
<tr>
<td>Complaints</td>
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<tr>
<td>Re-inspection (Voluntary)</td>
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<tr>
<td>Re-inspection (Involuntary)</td>
<td></td>
</tr>
<tr>
<td>Follow-up inspections</td>
<td>4</td>
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<tr>
<td>Plan Review</td>
<td></td>
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<tr>
<td>Plan Revisions</td>
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<tr>
<td>Foodborne Illness # of Complaints</td>
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<tr>
<td>Temporary Food Service</td>
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<tr>
<td>Certified Food Protection Manager Courses</td>
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<tr>
<td>Food Handler Courses</td>
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<tr>
<td>Outdoor Dining/Tattoo Inspections</td>
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</tr>
<tr>
<td>Drive-by Inspections</td>
<td></td>
</tr>
<tr>
<td>COVID-19 Compliance inspections</td>
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<tr>
<td>Seasonal</td>
<td></td>
</tr>
<tr>
<td>Indoor pool inspections</td>
<td>2</td>
</tr>
<tr>
<td>Outdoor pool inspections</td>
<td>2.5</td>
</tr>
<tr>
<td>Indoor public pool water: # of Samples Collected</td>
<td></td>
</tr>
<tr>
<td>Outdoor public pool water: # of Samples Collected</td>
<td></td>
</tr>
<tr>
<td>Public beaches: # of Samples Collected</td>
<td>4</td>
</tr>
<tr>
<td>Drinking water: # of Samples Collected</td>
<td>1</td>
</tr>
<tr>
<td>Orders Issued</td>
<td></td>
</tr>
<tr>
<td>Notices or violation, etc.</td>
<td></td>
</tr>
<tr>
<td>Health Order</td>
<td>3</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Social Services issues and Referrals</td>
<td>33</td>
</tr>
</tbody>
</table>
Community Health Services Division
Fernanda Carvalho, Associate Director of Community Health

Our division develops and implements initiatives to help community members maintain and improve their health, prevent the spread of infectious diseases, and prepare for natural disasters. We also provide direct patient care to individuals that require further evaluation and those that are diagnosed with Mycobacterium Tuberculosis. Our Community Health Coordinator has the responsibility of implementing the discharge/treatment plans and providing assurance of patient care and treatment, such as patient education, directly observed therapy, continued treatment adherence, and contact investigations. We work in cooperation with all community health care partners in need of our services and the State Public Health Department (CTDPH).

Community Medicine Section
Prepared by: Maureen Singer, Community Health Coordinator

Patients Seen in June 2022

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuberculosis patients</td>
<td>9</td>
</tr>
<tr>
<td>PPD testing/read</td>
<td>0</td>
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<tr>
<td>QuantiFERON/T-Spot</td>
<td>7</td>
</tr>
<tr>
<td>eDOT</td>
<td>0</td>
</tr>
<tr>
<td>Hospital Visits</td>
<td>0</td>
</tr>
<tr>
<td>Home Visits</td>
<td>0</td>
</tr>
<tr>
<td>Electronic Visits</td>
<td>29</td>
</tr>
<tr>
<td>Total Services:</td>
<td>45</td>
</tr>
</tbody>
</table>

The following are highlights from the Office of Community Medicine activities for June 2022:

1. Continuing case management of approximately 37 cases of LTBI.
2. Ongoing surveillance and epidemiological review of individuals with positive AFB.
3. 1 hour children's vaccine clinic
4. 6/30/22 Regional Hospice MPAC mtg.
5. 6/30/22 CAPHN mtg.

Community Health Services & Emergency Preparedness and Response:

The Community Health Team has been hosting routine childhood vaccination clinics every Tuesday of July, and will continue to do so for the month of August. Parents/guardians of children in Danbury who are not up-to-date-with routine
immunizations may contact our health department to schedule an appointment. Additionally, our team has been preparing for the upcoming influenza clinic season. We have been conducting outreach and establishing a schedule for our clinic dates/locations throughout the City. In addition, due to the mental health crisis throughout the nation, our team has been in the process of creating mental health program plans for our City. We are looking to collaborate with other community organizations to successfully promote mental health awareness, resources, and prevention within our community.

The Community Health Team has participated in various training sessions this past month. One member of our team completed the QPR Suicide Prevention Gatekeeper Program Training. Another member attended the seminar for rational access and functional needs symposium, which focused on shelter and accommodating for individuals with special needs. Four members of our team completed Seizure Recognition and First Aid Training.

The Emergency Preparedness and Response Team has updated the Public Health Emergency Response Plan (PHERP) for 2022. Two members of our team attended the Medical Countermeasures: Point of Dispensing (POD), Planning and Response Training. The CERT Training in Danbury has been postponed until September.
DATE: July 25, 2022
TO: City Council
C: Mayor Dean Esposito

Re: City Council Report for Permit Center and Building Department

On behalf of the Permit Center and Building Department the following report is submitted for your review. This report is for the period of June 1st to the 30th 2022. The report consists of statistical data on applications with their associated permits.

Analytics

Combined Report: Citywide activity
Residential Project Activity
Commercial Project Activity

Sean P. Hearty
DIRECTOR

David Newland
BUILDING OFFICIAL
Analytics

Records submitted over time

Totals

338
Records Created

$214,198.50
Revenue Collected

732
Inspections Done

333
Permits Issued

Filter Results

All Records
Analytics

Records submitted over time

Totals

- 25 Records Created
- $63,058.21 Revenue Collected
- 193 Inspections Done
- 15 Permits Issued

Filter Results

Commercial Projects
Analytics

Records submitted over time

Totals

- 46 Records Created
- $88,911.91 Revenue Collected
- 336 Inspections Done
- 77 Permits Issued

Filter Results

Residential Projects
Livable Neighborhoods 2022
"Building a Better Danbury"

July 2022

July 25, 2022

Honorable Mayor Esposito and City Council Members:

Below is a table highlighting UNIT activity from the time of last month’s City Council report. This does not include any UNIT activity regarding follow up and re-inspection work from previously noted issues. The UNIT works to ensure that each and every issue is resolved as quickly as possible.

<table>
<thead>
<tr>
<th>Time Period</th>
<th>June 27 – July 25, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Quality of Life Issues</td>
<td>105</td>
</tr>
<tr>
<td>Year to Date - 2022</td>
<td>619</td>
</tr>
</tbody>
</table>

The top issues addressed by the UNIT were:

- Vehicle violations: abandoned/unregistered, front lawn parking (43)
- Garbage/Debris and Blight (20)
- Miscellaneous (17)
- Unsafe living/Unpermitted construction (11)
- Sidewalk and Parking Violations: (7)
- Exterior Blight Orders (5)

WELCOME KATHERINE CRUZ:

Our department is proud to welcome our newest member to the team, Katherine Cruz. For years, the City Council has graciously voiced a need for more staff with this department. Budget challenges have often played a role in delaying this addition. Mayor Esposito recognized that the time was right, transferring Katherine from the Mayor’s office to the Office of Neighborhood Assistance. Katherine had previously worked in the Mayor’s office for four months, dealing with the public, answering the phones and performing routine admin duties. She transitions to our
office eager to learn and excited to help make a difference within our community. Additionally, she is fluent in Spanish, which will also be an asset to our department. As seen in the picture below (Katherine on the left), no time was wasted, as she was working with the public within her first few days on the job.

ACTION- NEIGHBORHOOD PRESERVATION:

This past week, our department sent out letters of ACTION to property owners of the neighborhoods of Auburn Street, Crown Street, Homestead Avenue and Meadow Street. The intent serves many purposes. Our department has noticed repetitive occurrences of vehicles parked on the lawn and sidewalk areas along these streets. The letter serves as an all-encompassing method to educate property owners and tenants on city ordinances pertaining to vehicles and where they can be parked. Upon getting a heads up that we will be visiting these neighborhoods, residents are more likely to approach with questions or concerns. This is a good opportunity to increase our visibility within the community and get to know the residents of the neighborhood. Additionally, we partner with the Fire Marshal office and look to schedule and coordinate the annual Fire Marshal inspections for properties that are 3-family and above. For multi-family rentals, overcrowding can become a problem in smaller neighborhoods, particularly with an influx of vehicles. Driveways and roads are too small to accommodate them all and as a result, vehicles tend to be parked in unauthorized areas.

BLIGHT ORDERS:

Orders written by UNIT this month (Includes Notice of Violations): 5
(YTD): 36

6 Skyline Terrace: Issued an order to remove inoperable/unregistered vehicle from property, clean up the debris in the driveway and the rear of the property.

97-99 Elm Street: Issued an order for the routine maintenance and care of this vacant property, grass is high and lot is unsightly.

12 Driftway Road: Issued an order to remove multiple unregistered/inoperable vehicles from the property.
96 West Wooster Street: Issued an order to clean the property of garbage/debris within the rear of the property.

39 Division Street: Issued an order to enforce the removal of vehicles parked on the front lawn, as well as the removal of garbage cans being stored on the curb 24/7, they must be returned to the side of the dwelling.

PROPERTY UPDATES:

10-12 Stillman Avenue: Good news for the residents in the Stillman Avenue neighborhood. This property has finally completed the probate process, and was purchased via auction a few weeks ago. For a long time this property sat empty and in terrible, unmaintained condition as the previous owner had passed away and there was no one in line to inherit the property.

19 Oakland Avenue: Another positive piece of closure for a problem property that has plagued the neighborhood for many years...this property has also been sold. For many years, this property fell in and out of foreclosure with various banks. Years later, once the foreclosure was complete, the bank issued an eviction of the residents of the home, but it took another two years to vacate them from the premises. In the meantime, the property had amassed a mountain of garbage in the rear of the property. The garbage issue was resolved by our department as the bank spent nearly $10,000 cleaning it up. Finally, the residents were locked out by the marshals and the property was secured, eventually leading to its sale.

Our department worked extensively on the cleanup of these properties and routinely ran into administrative roadblocks preventing an efficient cleanup. We’re pleased to announce to the surrounding neighbors, that these issues are now over and improvements are on the way!

MONTH AT A GLANCE:

As is typical fashion, July was a busy month. The activity surrounding vehicle violations continue to be higher than average as our department looks to enforce bad behaviors around parking.

We are working to have Katherine trained quickly and thoroughly in order to get her in the community and expand our coverage.

Over the last year, we continue to receive a rising number of complaints regarding chickens and roosters being kept on property. We respond accordingly and require that they be removed.

The UNIT is following up on all properties with open orders, ensuring that they are cleaned up within the allowable timeframe, or else fines are accrued at a daily rate.

There are a few mechanic shops in town that are expanding outside of their property and utilizing city streets to store and work on vehicles. This is not permitted and our department has coordinated efforts with the Zoning Department to combat this.
Below are just a few pictures of activity from the month:
CITYLINE 311 UPDATE: METRICS AND ACTIVITY:

The 311 service for the City of Danbury is a valuable tool for its residents. It serves as a vehicle to register complaints and concerns within the neighborhoods of the city, as well as for requests that residents may need, and finally fulfills the needs of residents requesting information. It is a 24/7 operation available for residents to call anytime, or submit their request online.

The data below represents service requests created via 311 call center activity. This is not a record of actual calls received.

<table>
<thead>
<tr>
<th>THIS PERIOD:</th>
<th>2022 YTD:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Requests created:</td>
<td>184</td>
</tr>
<tr>
<td>Service Requests closed:</td>
<td>88</td>
</tr>
<tr>
<td>Percent closed:</td>
<td>47.8%</td>
</tr>
</tbody>
</table>

We continue to provide the community with innovative, efficient and responsive service in order to address quality of life issues in Danbury. Our department makes itself as accessible to our residents as much as possible. We are contacted by phone, email, and text.

If we can be of any assistance to you or residents in your ward please contact us at 796-8026 or 311.

Sincerely,
Shawn Stillman
Coordinator, Office of Neighborhood Assistance
DATE: July 25, 2022

TO: Honorable Mayor Dean Esposito
Members of the City Council

FROM: Susan M. Tomanio, MSW, LCSW
Director of Elderly Services

RE: Report City Council Meeting
Reporting Period: (6/20/22 – 7/15/22)

Elmwood Hall – Danbury Senior Center – COVID19 Update. We continue to be a location were seniors can receive free COVID19 Home Test Kits. A Vaccine and Booster Shot Clinic in August.

Resource, Referral and CHOICES Program. Resource and referral connects seniors, family members and caregivers to the programs and services they need in the community. CHOICES (Connecticut’s program for Health insurance assistance, Outreach, Information and referral, Counseling, Eligibility Screening) provides free, unbiased information on programs such as Medicare A, B, D, Medicare Advantage, Medigap, and the Medicare Saving Program.

CHOICES / Resource and Referral / Senior Center. 293 seniors / 328 services provided

Services by Category: CHOICES (Connecticut’s program for Health insurance assistance, Outreach, Information and referral, Counseling, Eligibility Screening, i.e. Medicare A, B, D, Advantage, Medigap, Medicare Savings) – 16
Financial – 12
Food – 36
Housing / Homeless / Home Repair – 13
In-Home Care / Assisted Living / Nursing Home – 11
Transportation – 19
Elder Law - 4
Medical Equipment – 1
Social Wellness Call or Visit – 4
Protective Services for the Elderly - 2
Taxes – 0
COD Property Tax Relief – 0
Advocacy - 0
Rent Rebate - 2
Supportive Counseling – 6
Senior Center – 168
“911” Emergency Calls - 0
Donations - 1
Medical – 0
Energy Assistance – 0
Covid19 Booster – 11
Covid19 Home Test Kits – 4
N95 Mask - 0
Other – 18

**Elmwood Hall Danbury Senior Center Activities and Events.**

**Special Events:** Corn Hole Tournament, Lunch Trip to JK’s, Hot Dog Bingo in partnership with Bethel Health Care, The LGBTQ+ Community and Older Adults in partnership with the Triangle Community Center, COVID19 Vaccine and Booster Shot Clinic in partnership with City of Danbury Health Department, the State of CT Health Department and Griffin Hospital, Farmers’ Market on the Move and Seniors Eating Well program in partnership with City Center Danbury’s Farmers’ Market, UCONN Department of Agriculture and funded by the PCLB Foundation, the Saving Bank of Danbury, and the United Way, SNAP Outreach partnership with End Hunger CT.


Please see attached report for statistics on programs, members and attendance.

**Rent Rebate.** CT State law provides a reimbursement program for Connecticut renters who are elderly or totally disabled, and whose incomes do not exceed certain limits. This program is conducted in-person, over the phone, through email, via text message, and postal mail.

Clients – 186, Services – 333
Over the phone, 127, Email, 55, Text, 126, In Person, 25
**Van Transportation Program.** The van program brings seniors who lack transportation to classes, programs and appointments at the Senior Center.

Clients – 22, One-Way Rides – 240
Phone Calls – 240

**Photo Highlights.**

![Photo of a group of people at a Senior Center event.](image)

**Seniors Eating Well Nutrition Program.**

![Photo of seniors at a nutrition program.](image)

**Farmers’ Market on the Move.**
Lunch Outing at JK's.

The Prime Timers, Inc., Friends of Danbury Seniors, a 501c3, continues to accept monetary and non-monetary donations in support of the Elmwood Hall Senior Center. Susan M. Tomanio, MSW, LCSW, Director of Elderly Services, City of Danbury, serves at the interim president.

Please refer to our website or Facebook page for all the latest news, information and community events for Danbury seniors – www.danburyseniors.org
### Attendance

**Date Range:** 06/20/2022 through 07/15/2022  
**Total Participation:** 1260

**TOTAL PARTICIPATION**  
Unduplicated Participants: 303  
Members Participating: 293  
Non-Members Participating: 10

**Breakout: ATTENDED ONLY**  
Unduplicated Participants: 303  
Members: 293  
Non-Members: 10

**Breakout: CONFIRMED ONLY**  
Unduplicated Participants: 0  
Members: 0  
Non-Members: 0

### Volunteering

**Date Range:** 06/20/2022 through 07/15/2022  
**Volunteering (# / Hours):** 23 / 48.5  
**# of Unique Volunteers:** 4

### Financials

**Date Range:** 06/20/2022 through 07/15/2022

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<thead>
<tr>
<th>Item</th>
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<tr>
<td># of Unique Payers</td>
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<tr>
<td>Donations</td>
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<tr>
<td>Membership Payments (# / $)</td>
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</tr>
<tr>
<td>Activity Payments (# / $)</td>
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<td>$1,042.00</td>
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<tr>
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<td>CASH/CHECK Payments (# / $)</td>
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<td>USED PREPAYMENTS (# / $)</td>
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<td>OTHER (# / $)</td>
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<td>PAST DUE (# / $)</td>
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</tr>
<tr>
<td>REFUNDS (# / $)</td>
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<td>$0.00</td>
</tr>
</tbody>
</table>

### Memberships

**ALL RECORDS - no specific dates**  
**Current # of Members:** 838  
**Yearly Members:** 838  
**Total Revenue from Yearly Members:** $0.00

---

**Notes:**  
- Data viewed on 07/25/2022 11:19 AM
- Date Range: 06/20/2022 TO 07/15/2022
THE ELMWOOD EXTRA
Read All About It!

August / September 2022

A Publication of the Department of Elderly Services

Elmwood Hall
The club for people age 60 and up.

White House Memories with Author Alan DeValerio: Lecture and Book Signing
Silk Scarf Painting
AAA Drivers Course
National Park Armchair Travel and Crafting Event:
The Grand Canyon and Yellowstone National Park
Mimi’s Cupcake Decorating Class
Medicare Fraud Prevention
Lunch and Learn: Options for Aging in the Place of Your Choice
Flu Shot Clinic

City of Danbury
Department of Elderly Services
Dean Esposito, Mayor
Susan M. Tomanio, LCSW, Director of Elderly Services
Michelle McNamara, Municipal Agent/Program Coordinator
Joyce Kuhn, Activities/Resource & Referral
10 Elmwood Place, Danbury, CT 06810

www.danburyseniors.org

Tel. 203-797-4686

HOURS OF OPERATION: MONDAY — FRIDAY 8:30 - 4:30
MESSAGE FROM THE DIRECTOR OF ELDERLY SERVICES
Susan M. Tomanio, MSW, LCSW

Late summer greets us with a variety of new programs. Enjoy a lecture and book signing from a former White House butler. Try out your decorating and piping skills with Mimi from Mimi’s Cupcakes. Learn more about Aging in Place with our lunch and learn “Aging in the Place of Your Choice.” Travel to a few National Parks with our armchair travel series. Create a silk scarf. Refresh your driving skills and get a discount on your car insurance with our AAA Drivers’ Class. Or come down to enjoy a light breakfast or have lunch. Drop by anytime with questions about Medicare and insurance. We are always happy to see you!

Elmwood Hall will be CLOSED on Monday, September 5

Sometimes the end of our road, Elmwood Place, floods when there is heavy rain. If that is the case, there is a way into the Senior Center parking lot that can be accessed by turning into the driveway between Padaminas NY Bakery II and The Siegel Insurance Company. Drive to the back and look for the orange cones.

All programs are subject to change due to the pandemic. Thank you for your patience.

August / September Highlights

**Seniors Eating Well** on Wednesday, August 10, September 14, and October 12. Start time is 1:30pm. Heather Peracchio, MS, RDN, CD-N will lead this popular pre-pandemic program. It is a nutrition seminar designed to help those age 60 plus incorporate more fruits, vegetables, and exercise into their lives. She will also talk about our local Farmers’ Market. For each monthly seminar completed, a $20 gift certificate will be provided to shop at the Danbury Farmers’ Market or at the Farm Market on the Move located at the Danbury Senior Center, which takes place on the same day as the nutrition seminars. **Sign up is required.**

**Farm Market On the Move at Elmwood Hall** on Wednesday, August 10, September 14, and October 12 from 12:30pm to 3:30pm. Clatter Valley Farm of New Milford will bring their fresh vegetables and produce. Cash, credit cards, SNAP cards, “Seniors Eating Well” gift certificates and state department of agriculture checks will be accepted. End Hunger CT will be available to sign up seniors who qualify for SNAP. The Danbury Farmers’ Market will double the amount of SNAP benefits so it’s worth seeing if you qualify.

**White House Memories with Author Alan DeValerio: Lecture and Book Signing** Thursday, August 11 at 10am. Alan DeValerio was employed as a contract butler at the White House from 1980 to 1989. His position afforded him a unique glimpse into life at 1600 Pennsylvania Avenue under Presidents Jimmy Carter, Ronald Reagan, and George H. W. Bush. He was inspired to become a White House butler after he read the 1973 book, *Upstairs at the White House: My Life with the First Ladies* by J.B. West, who was the Chief Usher at the White House from 1957 to 1969. Mr. DeValerio is the author of *A History of Entertainment in the Modern White House*. **Sign up required.**
**Corn Hole Tournament** on Friday, August 26 and Friday, September 23, both at 1pm. Corn Hole is a game where two wooden boards with a hole are positioned out 20 feet apart. There are two people standing at each board and they take turns tossing the bean bags back and forth. It’s an overall great game that is certain to provide a lot of fun. All welcome. **Sign up required.**

**Silk Scarf Painting** on Wednesday, August 24 at 1pm. Silk painting is an ancient technique that first originated in India and Eastern Asia in the second century CE. This is an easy, beginner friendly craft that anyone can do. Sponsored by Bethel Health Care. **Sign up required.**

**AAA Defensive Driver Course** on Thursday, August 25 and again on Thursday, September 29 from 9am to 1pm. Stay safe on the road with this free course that may qualify you for an auto insurance discount upon completion. **Sign up required.**

**National Park Armchair Travel and Crafting Events** on Tuesday, August 30 at 1pm (The Grand Canyon and create a painting) and Wednesday, September 28 at 10am (Yellowstone National Park and create a mandala). Sponsored by Candlewood Valley Health and Rehab. Please sign up for each event separately.

**Mimi’s Cake Decorating School is coming to Elmwood Hall!** on Thursday, September 1 at 1pm. Participants will learn how to make piping bags, color icing and basic decorating techniques to decorate beautiful fall themed cupcakes. Class is limited to 12 participants. Each participant will go home with 12 cupcakes. You must sign up. The fee for this class is $5.

**Medicare Fraud Prevention** on Tuesday, September 6 at 1pm. This presentation, offered by our State of CT partner, the Western CT Area Aging’s Senior Medicare Patrol teaches about Medicare basics, fraud, abuse, and scam prevention. The mission of the Senior Medicare Patrol (SMP) program is to empower and assist Medicare beneficiaries, their families, and caregivers to prevent, detect, and report health care fraud, errors, and abuse through outreach, counseling and education. Please sign up.

**YMCA’s Diabetes Prevention Program Virtual Informational Session** on Tuesday, September 13 at 11am. Pre-diabetes is a reversible condition that, when ignored, often leads to Type II diabetes. A trained lifestyle coach will introduce topics to encourage participants as they explore how healthy eating, physical activity and behavior changes can benefit their health. Funded by the City of Danbury’s Health Department. Email Susan at s.tomanio@danbury-ct.gov to sign up and receive the Zoom link.

**Lunch and Learn with Synergy Home Care and Friends: Options for Aging in Place (including housing options)** on Thursday, September 15 at 12 noon. Guest panel will include Peter Crossett from Synergy HomeCare, Stacey McVor from Restore Mobile Therapy, Alex Graves from Glen Hill Nursing Home and Rehab and Josh Sevell from Keystone Place in Danbury. Each panel member will give a brief description of how they help seniors. Giving the audience a clearer picture of some of the resources in the community and offering a chance to ask questions. Please sign up.

**Flu Shot Clinic** on Thursday, September 22 from 1pm to 3pm. This flu shot clinic is provided by the City of Danbury Health Department. No appointment necessary. Please bring your id and insurance cards.

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**NEW MEMBERSHIP AND CHECK IN SYSTEM!**

We have a new software for membership and check in. You will now check in with your seven digit phone number, not a scan card. You can pay as you go for classes, or put money on your account and prepay, making check in easier. We don’t ask for your credit card or social security number. We will be sending you important recorded messages over the phone about special events or closings. The calls will come from phone number 475-256-5210. If you have email, you will receive emails from us as well. The email will come from Danbury Senior Center <Danbury@schedulesplus.com>

While membership remains free, you will be asked each year to update your member information, especially your emergency contact person. We look forward to seeing you at the Center.
HEALTH AND WELLNESS

Movers and Shapers - Mondays at 11:15am. Low impact aerobics, strength training and stretching. Taught by Coleen Krempel. The fee is $2 per class.

Strength Training - Wednesdays at 11:15am. This class helps you stay strong and maintain your muscles. Taught by Coleen Krempel. The fee is $2 per class.

Tai Chi - Tuesdays at 1:00pm. This class is proven to help reduce stress and improve concentration, balance, strength, and flexibility. Taught by Susan Bradley. The fee is $2 per class.

Line Dancing Instruction - Thursdays at 1:00 pm. Line dancing is a great way to exercise, improve your coordination, share a laugh with friends, and have fun. Taught by Jill Weiss. The fee is $2 per class.

Chair Yoga - Tuesdays at 10:00am. Focusing on relaxation, breathing, and gentle postures, yoga for older adults can ease suffering caused by many ailments including arthritis, chronic pain, and heart disease. Taught by Beverly Leighton. The fee is $2 per class.

Zumba Gold - Fridays at 10:00am. Zumba Gold builds cardiovascular health by challenging the heart and working the muscles of the hips, legs, and arms with dance moves. Taught by Coleen Krempel. The fee is $2 per class.

Senior Nutrition Lunch Program – Served on Mondays, Wednesdays, and Fridays at noon. This is a hot, nutritionally balanced meal served at the Senior Center. You must sign up for lunch by the previous Wednesday before 11:30am in order to have lunch the following week. PLEASE NOTE: NO WALK IN’S. Meals provided in partnership with CW Resources. Suggested donation of $3.

Walking Club - Mondays at 9:30am and Fridays 9:00am. This group, led by volunteer Paul, and staff member, Michelle, will meet at the Senior Center and will enjoy walking adventures around downtown Danbury. Inclement weather cancels this event.

Gentle Flow Yoga - Thursdays at 10:30am. Instructor Beverly Leighton has been practicing and teaching yoga for seventeen years. She says that anyone can practice yoga and believes the idea of concentration and focusing inward fosters patience, balance and peace. This class will be modified based on an individual’s personal needs, but please know that it does involve getting down and up from the floor. The cost for the class is $2 and a yoga mat is needed.

Line Dance Practice - Wednesdays at 1:00pm. Come practice your steps and get some exercise at the same time. This is a fun practice class that gets you moving. Taught by Kevin Burland and Susan Tomanio. There is no fee for this class.

Blood Pressure Screening - the 3rd Monday of each month at 11:00am. Your blood pressure is your most important number! Thank you to Bethel Health Care for sponsoring our monthly blood pressure screening. No appointment is necessary. Free.

LEISURE TIME ACTIVITIES

Multimedia Art Instruction – Tuesdays at 10:00 am. A mixed media class taught with work varying from miniatures to murals, portraits, still life, and landscapes. Beginners to advanced artists
are welcome. Taught by Adele Moros. The fee is $2 per class. Please bring your own art supplies.

Knit and Crochet Club - Thursdays 10:00am. Share patterns, yarn, conversation and support each other when trying something new.

BINGO - Fridays, August 5 and September 2 at 1:00 pm. The fee to play is $3 and includes one card and seven games. An additional card can be purchased for $1. Limit to two cards per person.

Pinochle - on Mondays and Wednesdays at 1:00pm. Pinochle is a game for two or more players using a 48-card deck consisting of two of each card from nine to ace, with the object being to score points for various combinations and to win tricks.

Mah Jongg - on Tuesdays at 1:00pm. Mah Jongg is a game that originated in China that is commonly played by four players. Similar to the Western card game rummy, mah jongg is a game of skill, strategy, and calculation that involves a certain degree of chance.

Movie Club Matinees - monthly on Monday, August 8 and Monday, September 19 at 12:45pm. The movie will be followed by a lively discussion with Michelle. Snacks will be served. A $1 donation is appreciated.

Monday, August 8
“Dog” (comedy)

Monday, September 19
“Marry Me” (romantic comedy)

Attention Movie Club Attendees! - Some of the movies are rated “R” by the Motion Picture Association and may contain language or scenes that some find offensive. Please use your own judgment as to whether the movie is right for you.

Dance and Social Parties - on Friday, August 19 at 1:00pm for our Dog Days of Summer Dance, and Friday, September 16 for our End of Summer Dance. Music provided by DJ Kevin Burland of Old Man Rhythm. Freestyle and Line Dance to your favorite music of today and yesterday. Even if you don’t dance this is a great opportunity to socialize and see old friends. Cake and Coffee served. A $3 donation is suggested.

LIFE LONG LEARNING

Library On-the-Move and One-on-One Tech Support - on Wednesday, August 17 and Monday, September 19 from 11:00am—1:00pm. Representatives from the Danbury Library will be on site at the Senior Center so you can conveniently renew a library card, check out books, check out iPads, and review flyers for upcoming programs. If you want a certain book, you can call Darlene at the Library ahead of time at 203-797-4513, and she will bring it for you. The Library will also offer one-on-one tech support on this same day at the Senior Center. They can help with iPhones, tablets, and smart phones. Please call to set up an appointment for an individual session with one of the Danbury Library’s Tech Support staff.

Timeless Trivia - monthly on Friday, August 12 and Friday, September 9 at 1:00pm. How well do you know stuff? Come test your knowledge and memory. Played in teams. Categories include: literature, movies, nature, science, geography, music, technology, etc. Sign up required.
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**IX PER MONTH EVENTS**

- **8/8** Movie: DOG
- **8/15** Blood Pressure Screen
- **8/17** Library on the Move
- **8/22** Lion's Low Vision
- **8/26** Corn Hole Tourney

**SPECIAL EVENTS**

- **8/10** Seniors Eating Well
- **8/11** White House Memories
- **8/18** COVID Vaccine/Booster
- **8/24** Silk Scarf Painting
- **8/25** AAA Drivers' Course
- **8/30** The Grand Canyon
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BENEFITS AND SUPPORT INFORMATION
203-797-4686

Municipal Agent for the Elderly/Senior Support Services

We are available for appointments at the Elmwood Hall Senior Center or via phone or email. Information and referral available to Danbury residents, Caregivers, Family Members, and the Greater Community.

~ Information and Referrals ~ Medicare ~ Medicare Prescription Drug Plans ~ Elderly Nutrition (Congregate Meals/Menus on Wheels/SNAP/Farm Market Vouchers and Gift Certificates) ~ Home Care Options ~ MediGap Supplemental Plans ~ Rent Rebate ~ Tax Relief ~ Medicare Advantage Plans ~ Medicare Savings Program ~ Housing Options ~ Medical Alert ~ Transportation

Rent Rebate Program

The State of CT Rent Rebate program for 2022 began on April 1st and will end on October 1st. Applications will NOT be mailed. All communication will be handled via telephone, email, text, and in person. Michelle McNamara is the contact for this program and her direct line is 203-731-9903 or via email at m.mcnamara@danbury-ct.gov

Danbury Lion’s Club Low Vision Support Group

Monday, August 22 and Monday, September 26 at 1:00pm

The Lion’s Club Low Vision Support Group works in conjunction with the Lion’s Club Low Vision Center on 235 Main Street, Danbury. The support group provides a place for seniors to come together for support, education, and social interactions. This support group meets on the fourth Monday of each month, except for January and February.

State of Connecticut Farmers’ Market Nutrition Voucher Program

The Farmers Market Checks (Vouchers) are available to persons 60 years of age or older who qualify for the program. To qualify, your income cannot exceed the following limits: $1,986 monthly for an individual; $2,686 for a family of two. The vouchers may be used at the Danbury Farmers Market, which is located at the Downtown Danbury Green. Complimentary parking is available at the Patriot Garage. The market is open on Saturdays from 10am until 2pm. Vouchers will be distributed in person at the Danbury Senior Center in early July. One booklet of vouchers is available per person. You must be a Danbury resident. If you receive Vouchers from the Senior Housing building you reside in, you are not eligible to receive a second set from the Danbury Senior Center. Recipients will be asked to sign an acknowledgement that your income does not exceed the program limits. Please call the Senior Center in July for specific date and time for distribution.
Elmwood Hall Photos and News Briefs

We are so happy to welcome back our Farmers' Market on the Move to Elmwood Hall - Danbury Senior Center.

It's always nice to have volunteers of all ages helping out!

Thank you End Hunger CT for assisting our members to sign up for SNAP benefits.

We were happy to partner with the State of CT Department of Oral Health to assist with research for older adults.

Inclement Weather Policy

Elmwood Hall Danbury Senior Center closes at times during inclement weather. Because there have now been many occasions when Danbury Schools are closed and the Senior Center did not close, such as during Storm Isaac in 2020 and the during the pandemic, we will no longer follow the Danbury School’s closing schedule. A message regarding our closing status will be on our answering machine, will be noted on our Facebook page, and announced on WLAD 800am and TV Channel 3 WFSB.
Mission Statement

The Department of Elderly Services seeks to increase the quality of life of Danbury area citizens who are age 60 or older by developing many comprehensive programs and resources and referral services specifically designed to enrich the general well-being of Danbury’s more mature population.

Elmwood Hall Senior Center (Wellness, Lifelong Learning, Leisure Time Programs)
Municipal Agent’s Office for the Elderly (Resource, Referral, Benefits, Services)
Van Transportation Program
Rent Rebate Program
Intergenerational Programs

For a full listing of our programs please visit our website www.danburyseniors.org

Department of Elderly Services—Staff Members

Susan Tomanio, LCSW - Director of Elderly Services
Michelle McNamara - Municipal Agent/Coordinator
Joyce Kuhn - Activities/Outreach/Resource & Referral (Grant Funded)
Linda Rinaldi - Administrative Assistant
Chris Bachmann - Administrative Assistant
Jose Fuentes - Elderly Services Associate
Pam Makin - Van Driver
Community Engagement: In June, the library reached 52,348 patrons via our social media and web presence.

Patron Testimonials:

"I work for a worldwide organization and I’m so proud to be able to say (brag) at work that there’s a ‘chapter’ of Girls Who Code at my local library. I greatly enjoy volunteering my time to support this group as well as bringing in others from my organization to speak to the girls about areas of technology and jobs in tech. Thank you for supporting this extremely important need in our community and the world. I look forward to continuing to support this group when meetings start up again in the fall.” - Melissa

"I went to the library today after almost 4 years. I wanted to congratulate you, because everyone was super nice and willing to help. Especially Peggy, who took the time to help me with my new card, explained how the new super cool system that guys have now works and helped me to find a book online. The rest of the ladies were also super sweet. I also want to thank you,
because I was part of your English conversation classes. Thank you for continuing helping the community with your hard and amazing work.” - Maria

Use of Library Materials and Services:

6,771 adult items and 6604 junior and teen items were circulated in June. The library fulfilled 1,003 inter-library loan requests.

Use of Library’s Remote and Electronic Services: The library’s computers and printers were used 4,234 times, which is the highest usage we have had since the start of the fiscal year. The library app was used 2,489 times. Both these numbers are the highest since the start of the fiscal year. The hublat station has been used 52 times. A total of 1,342 ebooks and audiobooks were circulated. The library’s databases were used 148 times.

Library Programs:

The library entered its busiest time of the year in June, and hosted its annual Summer Challenge Kickoff, “Oceans of Possibilities” on Saturday, June 18, 2022. There were approximately 250 families in attendance, and they enjoyed a full day of activities, including special programs and crafts facilitated by staff members.
Craig Lombardi held the first program in the library’s new MakerLab, a Flying Fish Workshop. Participants created the fish during the workshop and then gave a performance during the Summer Reading Kickoff Event.

*Other programs hosted in June included:*

- Trivia Night at Charter Oak
- Program en español: Pregúntale a tu bibliotecaria
- Amazing Animal LEGO Robotics
- Family Storytime em Portugues
- Lionheart Puppets present "Little Red Hen"
- Make a Fish Shaped Pull Apart Cupcake with Tina
Ocean Craft - Crayon Resist
Pirates Lost at Sea: A STEAM Show by Talewise
Wee Readers en Espanol
Wee Readers Storytime
Dad, You’re the Coolest! Grab and Go Card Kit
A Sea of Words: Poe.ry Club for Teens
Crochet Class
Flying Fish Workshop
Flower Power: Come Learn to Make Paper Roses
Make a Peruvian Wave Bracelet
Speedcubing Club
Hip Hop & It Don’t Stop with King Khazm

Library staff have also been attending regular outreach events. Teen Librarian Deirdre Johnson met with students and teachers at Western Connecticut State University/Danbury Public Schools Collaborative Upward Bound Program to familiarize them with the library’s programs and services, and to sign up students for the summer reading program. Students make a recycled craft during her visit. She also attended Western Connecticut State University’s Juneteenth Celebration with clerks Maggie and Nicole, and educated families about the library, signed families up for summer reading, and made a fun craft. Community Engagement and Marketing Coordinator Anh
Tran Ng attended City Center’s Downtown Chowdown, providing free Wifi with the library’s hotspot, and sharing information about the library’s services.

The library’s three study pods were used 141 times and the recording studios were used 5 times.

Grant Applications:

The Danbury Library currently has programs supported by the following active grants:

<table>
<thead>
<tr>
<th>Grant Agency</th>
<th>Grant Amount</th>
<th>Program Supported</th>
</tr>
</thead>
<tbody>
<tr>
<td>CT State Construction Grant</td>
<td>$100,000</td>
<td>Junior Floor</td>
</tr>
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