COMMON COUNCIL MEETING – MAY 7, 2002

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

PLEDGE OF ALLEGIANCE and PRAYER

ROLL CALL

Nolan, McAllister, Null, Kelly, Mazzuchelli, Buzaid, Dean Esposito, Machado,

Shuler, Scozzafava, Levy, John Esposito, Saadi, Dittrich, Basso, Darius,

Furtado, Gallagher, Gogliettino, Moore, Neptune

_____PRESENT _____ABSENT

PUBLIC SPEAKING

MINUTES – Minutes of the Common Council Meeting held April 2, 2002

CONSENT CALENDAR

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1 – ORDINANCE & RESOLUTION – An Ordinance Making Appropriations for the Fiscal Year Beginning July 1, 2002 and Ending June 30, 2003 and a Resolution Levying the Property Tax for the Fiscal Year Beginning July 1, 2002 and Ending June 30, 2003

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a. General Government I Report
b. General Government II Report
c. Education Budget Report
d. Public Works Report
e. Health & Housing, Public Safety and Social Services Report

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2 – ORDINANCE – An Ordinance Appropriating $500,000 For Public Improvements In The 2002-2003 Capital Budget And Authorizing The Issuance of $500,000 Bonds Of The City to Meet Said Appropriation And Pending the Issuance Thereof The Making Of Temporary Borrowings For Such Purpose

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3 – ORDINANCE – Water Use Rate

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4 – ORDINANCE - Sewer Use Rate

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5 – ORDINANCE – Sewer Permit Fees

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6 – ORDINANCE – New Building Department Fee Schedule

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7 – COMMUNICATION – Capital Projects

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8 – ORDINANCE – Water Permit Fee

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9 – RESOLUTION – Safe Summer Youth Program

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10 – RESOLUTION – Fieldstone Drive, Road and Easement Acquisition

11 – RESOLUTION – Fire Department Grant

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12 – RESOLUTION – Neighborhood Assistance Act

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13 – RESOLUTION – Library Services & Technology Act

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14 – RESOLUTION – Life Fitness Equipment Lease

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15 – RESOLUTION – CDW-G Equipment Lease

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16 – RESOLUTION – Mill Plain Swamp/Open Space and Watershed Acquisition

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17 – RESOLUTION – Local Bridge Program Application

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18 – RESOLUTION – Preventive Health Care Block Grant

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19 – COMMUNICATION – Appointment as Alternate Member of the Environmental Impact Commission

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20 – COMMUNICATION – Appointment to the Parks and Recreation Commission

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21 – COMMUNICATION – Appointment to the Richter Park Authority

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22 – COMMUNICATION – Reappropriation of Donated Funds

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23 – COMMUNICATION – Donation to the School Based Health Center

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24 – COMMUNICATION – Appropriation of School Based Health Center Fees

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25 – COMMUNICATION – Donation for Health Department Training Expenses

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26 – COMMUNICATION – Donation from GE Capital for the Rogers Park Pond Project

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27 – COMMUNICATION – Donation from Union Savings Bank to School Based Health Center

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28 – COMMUNICATION – Donation of Storage Unit to Police Department

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29 – COMMUNICATION – Donations to the Library

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30 – COMMUNICATION – Donation of Q90 Equipment

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31 – COMMUNICATION – Request for Ad Hoc Committee – 76-78 Balmforth Avenue

32 – COMMUNICATION – Request for Ad Hoc Committee – Civil Service Test Benefits

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33 – COMMUNICATION – Request for Ad Hoc Committee – Installation of Sprinklers

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34 – COMMUNICATION – Request for Ad Hoc Committee – Public Safety Employees Assistance

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35 – COMMUNICATION – Request for City Sewer – Lakeview Community

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36 – COMMUNICATION – Request for Extension of Time for Sewer and Water Extensions – Spring Ridge

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37 – COMMUNICATION – Request for Sewer Extension – 8 Claremont Terrace

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38 – COMMUNICATION – Request to Accept Larson Drive as a City Road

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39 – COMMUNICATION – Request to Purchase City Property at 19 Terre Haute Road

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40 – COMMUNICATION – Request for Extension of time for Sewer Extension at 60 Forest Avenue

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41 – COMMUNICATION – Road Widening Strip – Shelter Rock Road and Plumtrees Road

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42 – COMMUNICATION – Request for Basketball Courts in City Parks

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43 – COMMUNICATION – Request for Funds for Police Department Special Services Account

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44 – COMMUNICATION – Water Fund

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45 – COMMUNICATION – Litigation Expenses

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46 – COMMUNICATION – Probate Budget

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47 – COMMUNICATION – Hatters Park Security Deposit

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48 – COMMUNICATION – Ridgebury Hills Community Association

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49 – COMMUNICATION – Report regarding Maple Glen Trailer Park

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50 – COMMUNICATION – Reliant Aircraft Lease

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51 – COMMUNICATION – New England Aircraft Lease

52 – COMMUNICATION – Request for Revision of Dog Ordinance

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53 – REPORT – 76-78 Balmforth Avenue

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54 – REPORT – The Gardens – Tax Dispute

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55 – REPORT – Construction of T-Hangars at the Airport

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56 – DEPARTMENT REPORTS – Public Works, Building Department, Fire Chief, Police Chief, Fire Marshall, Department of Elderly Services, Health and Housing

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

CONSENT CALENDAR – May 7, 2002

9 – Adopt the Resolution to apply for and accept grant funding from the State of Connecticut Office of Policy and Management in the amount of $45,000 for the Safe Summer Youth Recreation Program for the fiscal year 2002-2003

10 – Authorize Corporation Counsel to acquire drainage and sewer easements for Fieldstone Drive or Fieldstone Acres subject to a positive recommendation of the Planning Commission

11 – Adopt the Resolution to apply for and accept grant funding from the Federal Emergency Management Agency in the amount of $132,642 for purchase of various communication equipment

12 – Adopt the Resolution to apply for and accept funding from the State of Connecticut, Department of Revenue Services for the Neighborhood Assistance Act program, subject to public hearing as required.

13 – Adopt the Resolution to apply for and accept funding from the State of Connecticut Library in the amount of $18,784.80

14 – Adopt the Resolution authorizing the Board of Education to enter into Lease Agreements with Kahn Muni Finance, LLP subject to terms and conditions as described and a positive recommendation from the Planning Commission

16 – Adopt the Resolution reauthorizing a contract with the State of Connecticut Department of Environmental Protection for a grant of $108,000 in connection with the purchase of 35 acres of open space property in the Still River Watershed area as described

17 – Adopt the Resolution authorizing preliminary application for funding of repairs to the Rose Hill Avenue Bridge pursuant to the Connecticut Local Bridge Program

18 – Adopt the Resolution to apply for and accept grant funding from the Connecticut Public Health Department in the amount of $14,101 for Youth Violence Prevention program

19 – Approve the appointment of Kevin B. Russell to the Environmental Impact Commission

20 – Approve the appointment of Anthony J. James to the Parks and Recreation Commission

21 – Approve the appointment of Howard D. Burtis to the Richter Park Authority

22 – Approve the transfer of $1,122 from the Elderly Services Donations Account to the Commission on Aging budget as described

24 – Approve the Reappropriation of $384 from the School Based Health Center fees to the Travel Line item

42 – Refer need for basketball courts to the Parks and Recreation Commission for consideration

43 – Approve the appropriation of $250,000 to the Police Special Services Fund

44 – Approve the transfer of $90,000 from the Water Fund, Fund Balance to the line item Utility Service Account

46 – Approve the transfer of $2,725 from the Snow and Ice Removal and Overtime Salaries Account to the Probate Court budget as described

47 – Approve the Reappropriation of $1,658 from Hatters Park Security Deposits to Maintain Building Structures Account

49 – Receive the report from the Planning Commission regarding easements at Maple Glen Trailer Park

53 – Receive a report regarding 76-78 Balmforth Avenue and take no action at this time

54 – Receive the report and adopt its recommendations regarding taxes at The Gardens Assisted Living Facility

55 – Receive the report and adopt its recommendations regarding construction of T Hangars

ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

AN ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 2002 AND ENDING JUNE 30, 2003.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF DANBURY:

SECTION 1. That the amounts hereinafter set forth aggregating $149,241,033 or so much as may be necessary, are hereby appropriated for the General Fund, from current revenue, for the use of the several departments of the Municipal Government and for the purpose hereinafter mentioned for the fiscal year beginning July 1, 2002 and ending June 30, 2003.

I. GENERAL GOVERNMENT	MAYOR'S BUDGET	FINAL BUDGET
Common Council	$ 8,600	$ 8,600
Mayor's Office	295,437	295,437
City Clerk's Office	93,756	93,756
Ordinances	9,960	9,960
Probate Court	14,250	14,250
Registrars & Elections	133,366	133,366
City Treasurer	25,920	25,920
Director of Finance	763,827	763,827
Data Processing/Info Tech	1,206,319	1,206,319
Independent Audit	40,250	40,250
Bureau of Assessments	341,861	341,861
Board of Assessment & Appeals	4,000	4,000
Tax Collector	503,158	503,158
Purchasing	235,503	235,503
Corporation Counsel	1,030,427	1,380,427
Town Clerk	449,421	449,421
Annual Report	4,500	4,500
Planning Department	597,369	597,369
Conservation Commission	9,465	9,465
Personnel Department/Civil Service	297,328	299,530
Mayor's Discretionary Fund	10,000	10,000
Fair Rent Commission	1,450	1,450
City Memberships	70,929	70,929
Lake Authority	48,812	48,812
Retirement Administration	91,310	91,310
Labor Negotiations	63,000	63,000

ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

		MAYOR'S BUDGET	FINAL BUDGET
	GENERAL GOVERNMENT		
	Public Buildings	$ 875,607	$ 875,607
	City Hall Building	313,341	313,341
	Library Building	173,573	173,573
	Police Station Building	170,869	170,869
	Senior Center Building	24,520	24,520
	Old Library Building	51,270	51,270
	TOTAL GENERAL GOVERNMENT	$ 7,959,398	$8,311,600
II.	PUBLIC SAFETY		
	Police Department	$11,308,339	$11,308,339
	Animal Control	199,542	199,542
	Fire Department	8,539,568	8,539,568
	Ambulance Fund	221,744	221,744
	Building Inspector	596,856	596,856
	Department of Civil Preparedness	91,545	91,545
	TOTAL PUBLIC SAFETY	$20,957,594	$20,957,594
III.	PUBLIC WORKS		
	Highways	$ 1,947,244	$ 1,947,244
	State Aid – Highways	475,128	480,905
	Snow and Ice Removal	239,000	239,000
	Street Lighting	387,000	387,000
	Public Building Maintenance and Repair	478,678	478,678
	Equipment Maintenance	722,357	722,357
	Recycling/Solid Waste	353,500	353,500
	Engineering Department	1,022,627	1,022,627
	TOTAL PUBLIC WORKS	$5,625,534	$5,631,311
IV.	HEALTH & HOUSING DEPARTMENT		
	Health & Housing	$ 870,187	$ 870,187
	TOTAL HEALTH & HOUSING	$ 870,187	$ 870,187

ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

		MAYOR'S BUDGET	FINAL BUDGET
V.	PUBLIC WELFARE, SOCIAL AGENCIES		
	Welfare Department	$ 326,076	$ 326,076
	Veterans' Advisory Center	54,831	54,831
	Commission on Aging	259,302	259,302
	Elderly Transportation	12,000	12,000
	Grants – Human Services	1,282,099	1,282,099
	TOTAL PUBLIC WELFARE, SOCIAL AGENCIES	$1,934,308	$1,934,308
VI.	SCHOOL DEPARTMENT		
	Schools, Regular	$81,567,727	$81,567,727
	Schools, Health & Welfare	215,125	215,125
	TOTAL SCHOOL BUDGET	$81,782,852	$81,782,852
VII.	LIBRARIES		
	Danbury Public Library	$1,977,135	$1,930,135
	Long Ridge Library	6,250	6,250
	TOTAL LIBRARIES	$1,983,385	$1,936,385
VIII.	PARKS & RECREATION		
	Parks & Recreation/Forestry	$1,638,406	$1,638,406
	Tarrywile Park Authority	245,000	245,000
	Cultural Commission	67,000	67,000
	Lake Kenosia Commission	2,500	2,500
	TOTAL PARKS & RECREATION	$1,952,906	$1,952,906
IX.	RECURRENT COSTS		
	FICA	$1,221,923	$1,221,923
	Pension Expense	3,432,000	3,432,000
	Employee Service Benefit	189,939	189,939
	Worker's Compensation	451,365	451,365
	State Unemployment Compensation	20,000	20,000
	Employee Health & Life Insurance	7,475,648	7,475,648
	Union Welfare	563,014	563,014

ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

		MAYOR'S BUDGET	FINAL BUDGET
	RECURRENT COSTS		
	Insurance & Official Bond Premium	$ 2,427,454	$ 2,427,454
	TOTAL RECURRENT COSTS	$ 15,781,343	$ 15,781,343
X.	DEBT SERVICE		
	Interest on Debt	$ 1,486,404	$1,462,845
	Interest on Debt – School	1,249,388	1,237,688
	Redemption of Debt	3,374,462	3,374,462
	Redemption of Debt – School	2,250,000	2,250,000
	TOTAL DEBT SERVICE	$ 8,360,254	$8,324,995
XI.	CAPITAL PROGRAM	$ 113,600	$ 113,600
	TOTAL CAPITAL PROGRAM	$ 113,600	$ 113,600
XII.	TRANSPORTATION		
	Danbury Airport	$ 318,693	$ 318,693
	H.A.R.T.	645,259	645,259
	TOTAL TRANSPORTATION	$ 963,952	$ 963,952
XIII.	CONTINGENCY	$ 780,000	$ 680,000
	TOTAL CONTINGENCY	$ 780,000	$ 680,000
	TOTAL BUDGET	$149,065,313	$149,241,033

SECTION 2. That the amount of $212,242 is appropriated to the ANIMAL CONTROL FUND in the same manner as set forth in Section 1 hereof.

SECTION 3. That the amount of $5,763,000 is appropriated to the WATER FUND in the same manner as set forth in Section 1 hereof.

SECTION 4. That the amount of $8,308,500 is appropriated to the SEWER FUND in the same manner as set forth in Section 1 hereof.

SECTION 5. That the amount of $1,374,886 is appropriated to the AMBULANCE FUND in the same manner as set forth in Section 1 hereof.

ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

SECTION 6. That the amount of $11,718,936 is appropriated to the STATE AND FEDERAL SCHOOLS PROJECTS in the same manner as set forth in Section 1 hereof.

SECTION 7. That a provision for uncollectible taxes reserve is established in the amount of –0-.

Adopted by the Common Council
Approved by Mayor Mark D. Boughton

MARK D. BOUGHTON
Mayor

ATTEST:

HELENA ABRANTES
City Clerk

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

May 7, 2002 A. D., ~~19~~ XXX

RESOLVED by the Common Council of the City of Danbury:

A RESOLUTION LEVYING THE PROPERTY TAX FOR THE FISCAL YEAR

BEGINNING JULY 1, 2002 AND ENDING JUNE 30, 2003

SECTION 1. The sum of $115,150,456 representing the gross appropriation for the City of Danbury of $149,241,033 for the fiscal year of July 1, 2002 and ending June 30, 2003, minus Indirect Revenue of $31,815,577, minus Fund Balance of $2,275,000, plus uncollectible taxes reserve in the amount of $-0- is hereby levied and assessed on all taxable property in the City of Danbury as set forth on the annual Grand List as of October 1, 2001.

SECTION 2. Accordingly, the General Fund Tax Rate for the fiscal year beginning July 1, 2002 and ending June 30, 2003 shall be as follows:

TAX RATE: 25.24 MILLS

SECTION 3. The taxes levied and assessed as hereinafter provided shall be payable in quarterly installments on July 1, 2002, October 1, 2002, January 1, 2003, and April 1, 2003 except for taxes levied and assessed on mobile homes, motor vehicles and where not in excess of One Hundred Dollars ($100.00), which taxes shall be paid on July 1, 2002, in accordance with the General Statutes of the State of Connecticut, unless said dates shall have lapsed before the effective date of this resolution, in which case the Tax Collector shall fix the dates and installments as if said dates had not been fixed herein as provided by law.

SECTION 4. The Tax Collector shall cause the said taxes above levied and assessed to be inserted on the tax rolls for the fiscal year beginning July 1, 2002 and ending June 30, 2003.

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Warren Levy, President of the Common Council
Members of the Common Council

FROM: Dominic A. Setaro, Jr., Director of Finance

RE: **BUDGET ADJUSTMENTS**

DATE: May 3, 2002

CC: Hon. Mark D. Boughton

Over the last week, additional information has been provided to me, which was not available at the time of the various subcommittee meetings. As a result of this, I have some areas of concern that deal with the Contingency, the Library Department budget, Debt Service, and Revenue and Fund Balance adjustments.

Contingency

We had hoped that the 2002-03 Contingency, which contained $100,000 for projected insurance increases, would have been known by the time the Common Council adopted this budget. Bids were scheduled to be opened by April 24, 2002, but, unfortunately, we were forced to extend our insurance bids to May 17, 2002 because our current carrier and prospective bidders have requested more time to seek proposals regarding our worker's compensation, fire, liability, auto and other lines of insurance. We have received additional cost projections from our current carrier, and I would now recommend that the Common Council consider adding back to the Contingency $100,000 of the $200,000 that was to be cut from that line item as recommended by the General Government #2 subcommittee.

Library Department

Assistant Corporation Eric Gottschalk has reviewed the State Statutes that pertain to Library revenues and expenditures. He has indicated that based on those statutes, the Library fine money that is generated by the Library and budgeted as a revenue line item

in the General Fund should now be kept in a separate fund for the use by the Library Board for various Library expenditures. We would, therefore, recommend that the revenue item be reduced by $47,000 and that the Library Book account be reduced by $47,000 to offset this revenue adjustment. These funds will become available during the year for the Library to purchase books out of this separate fund that will be established.

Fund Balance

I had advised the General Government #2 subcommittee of the Common Council that $150,000 in additional Fund Balance could be used to offset the various adjustments made to the other accounts within the budget. I would now recommend that this amount be amended from $150,000 to $100,000 because of revised Fund Balance projections that we have reviewed in the last week.

Debt Service

On May 1, we opened bids on bonds that were sold for the Vision 21 and Cityworks bond issue. As a result of the favorable rates that we have received, the Debt Service component to this budget, "Interest on Bonds' can be reduced by $23,559 and "Interest on Bonds-Schools" can be reduced by $11,700.

Other Revenue Adjustments

The Board of Education has supplied us with revised revenue projections for elementary/high school transportation and transportation non-public. The elementary/high school transportation revenue budget can be increased by $78,516 and the transportation non-public revenue budget can be increased by $28,291.

It would be my recommendation that the Common Council take the necessary steps to make these adjustments. The impact of these adjustments will not change the proposed mill rate of 25.24 which was contained within the Mayor's 2002-03 budget. I have attached for you the proposed changes. You will note that Items 7 and 11 would be an amendment to the General Government #2 subcommittee report and Items 4, 5, 6, 8, 9, and 10 are adjustments, which were not included in committee reports. Items 1, 2, and 3 were approved by the subcommittees and would not require an amendment to those actions.

Should you need any additional information, feel free to give me a call.

Dominic A. Setaro, Jr.

DAS/jgb

C:\JGBFinance\BudAmend.doc

BUDGET
2002-2003
PROPOSED CHANGES

ITEM #	ACCOUNT			FROM	TO	DEPT. TOT.
		2002-2003 PROPOSED BUDGET MAYORS	**149,065,313**			
		EXPENDITURE ADJUSTMENTS				
1	1150.5804	CORPORATION COUNCIL SETTLEMENT OF CLAIM (BUCON)	350,000	275,000	625,000	1,380,427
2	1270.5020	PERSONNEL DEPARTMENT REGULAR SALARIES	2,202	220,873	223,075	299,530
3	3002.5509	HIGHWAY STATE AID MAINTAIN CURBS-WALKS	5,777	375,128	380,905	480,905
4	7000.5661	LIBRARY BOOKS	-47,000	110,000	63,000	1,930,135
5	9000.5901	INTEREST ON BONDS	-23,559	1,444,216	1,420,657	1,462,845
6	9001.5901	INTEREST ON BONDS SCHOOLS	-11,700	1,249,388	1,237,688	1,237,688
7	9203.5854	CONTINGENCY	-100,000	780,000	680,000	680,000
		SUB TOTAL	**175,720**			
		REVISED EXPENDITURES	**149,241,033**			
		2002-2003PROPOSED INDIRECT REVENUE	**31,755,770**			
		REVENUE ADJUSTMENTS				
8	1000.4510	ELEMENTARY HIGH SCHOOL TRANSPORTATION	78,516	650,000	728,516	
9	1000.4511	TRANSPORTATION NON PUBLIC	28,291	175,000	203,291	
10	1000.4650	LIBRARY RECEIPTS	-47,000	47,000	0	
		SUB TOTAL	**59,807**			
		REVISED REVENUE	**31,815,577**			
		LESS FUND BALANCE	2,175,000			
11		INCREASE FUND BALANCE USED	100,000			
		FUND BALANCE	**2,275,000**			
		REQUIRED TAXES	**115,150,456**			
		TAXABLE LIST	4,562,023,370			
		MILL RATE	25.24			
		CURRENT MILL RATE	24.30			
		INCREASE	0.94			

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Mark D. Boughton via the Common Council

FROM: Dominic A. Setaro, Jr., Director of Finance

RE: **ORDINANCE - $500,000 FOR PUBLIC IMPROVEMENTS**

DATE: March 27, 2002

Attached you will find an ordinance and a sheet of proceedings which will require a Public Hearing and Common Council approval. This ordinance is being presented in conjunction with the Mayor's 2002-2003 budget whereby we will issue $500,000 worth of notes to fund the various Capital projects outlined in the attached resolution. As in the past, these notes will be paid back in an annual appropriation over a 4-year period.

Should you need any additional information, feel free to give me a call.

Dominic A. Setaro, Jr.

DAS/jgb

NoteOrd

ROBINSON & COLE LLP

LAW OFFICES
22280 Trumbull Street
Hartford, CT 06103-3597
860-275-8200
Fax 860-275-8299

S. Frank D'Ercole
860-275-8246
Internet: sdercole@rc.com

VIA FEDERAL EXPRESS

March 25, 2002

Dominic A. Setaro, Jr.
Director of Finance
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

RE: An Ordinance Appropriating $500,000 For Public Improvements In The 2002-2003 Capital Budget And Authorizing The Issuance Of $500,000 Bonds Of The City To Meet Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose

Dear Mr. Setaro:

Enclosed please find the captioned ordinance and a set of proceedings to be followed in connection with its adoption by the City. This is the annual capital budget appropriation to be met from the issuance of bonds or notes which are amortized over a five year period.

Please note that a Notice of Public Hearing on the ordinance must be published within the period of 5 to 15 days prior to the public hearing. Pursuant to the Charter, the ordinance must be approved by the affirmative vote of at least 2/3 of the members of the Common Council. In addition the entire text of the ordinance must be published following its enactment.

HART1-785070-5

By copy of this letter, I am requesting the City Clerk to send me three certified copies of all the proceedings as they appear in the City Record Book, and two newspaper affidavits of the publication of the Notice of Public Hearing, and the Notice of Enactment of Ordinance.

Very truly yours,

S. Frank D'Ercole

SFD:sk
Enclosures

cc: Mark D. Boughton, Mayor
Eric L. Gottschalk, Assistant Corporation Counsel
Helena M. Abrantes
Susan Kreutzer

2

AN ORDINANCE APPROPRIATING $500,000 FOR PUBLIC IMPROVEMENTS IN THE 2002-2003 CAPITAL BUDGET AND AUTHORIZING THE ISSUANCE OF $500,000 BONDS OF THE CITY TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF DANBURY:

Section 1. The sum of $500,000 is appropriated for the public improvements hereinafter listed:

Project	Estimated Cost
Replace Phoenix Hose	$ 20,000
Carport for SWAT Vehicle-Police Department	20,000
Tarrywile Lake Dam/City Match	30,000
Patriot Garage Repairs	40,000
Homeless Shelter Lavatory Renovation	12,000
Refurbish Highway Department Offices	8,000
Police Department E-911 Upgrade	95,200
Upgrade HVAC-Police Department	119,800
Shelter Rock School Boiler	75,000
Vehicle Replacement	80,000
Total	$ 500,000

Section 2. To meet said appropriation $500,000 bonds of the City are hereby authorized to be issued maturing not later than the fifth year after their date. Said bonds may be issued in one or more series as determined by the Mayor and the Director of Finance provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. The bonds shall be in the denomination of $1,000 or a whole multiple thereof, be issued in bearer form or in fully registered form, be executed in the name and on behalf of the City by the facsimile or manual signatures of the Mayor, and the City Treasurer, bear the City seal or a facsimile thereof, be certified by a bank or trust company, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company, and be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford. The bonds shall be general obligations of the City and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of the bonds of each series to be

issued, the annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and the paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds including the rate or rates of interest shall be determined by the Mayor and the Director of Finance.

Section 3. The bonds of each series shall be sold by the Mayor in a competitive offering or by negotiation, in his discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the City. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds.

Section 4. The City Treasurer is authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor and the City Treasurer, have the seal of the City affixed, be payable at a bank or trust company designated by the City Treasurer, be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, and be certified by a bank or trust company designated by the City Treasurer pursuant to Section 7-373 of the General Statutes of Connecticut, as amended. They shall be issued with maturity dates which comply with the provisions of the General Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the City and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. The appropriation may be expended with the approval of the Mayor and the Director of Finance to meet the actual cost of any of the projects set forth in Section 1, including actual costs which may exceed the estimated costs thereof, provided that the total amount of the appropriation is not exceeded.

Section 6. The City hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and anytime after the date of passage of this ordinance in the maximum amount and for the capital projects defined in Section 1 with the proceeds of bonds, notes, or other obligations ("Bonds") authorized to be issued by the City. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the project, or such later date the Regulations may authorize. The City hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Mayor or his designee is authorized to pay project expenses in accordance herewith pending the issuance of reimbursement bonds, and to amend this declaration. This declaration shall be made available in the office of the Clerk for public inspection within thirty days of its passage, and any amendment shall be made available for public inspection within thirty

days of such amendment.

Section 7. The Director of Finance is hereby authorized, on behalf of the City of Danbury, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to nationally recognized municipal securities information repositories or state based information repositories (the "Repositories") and to provide notices to the Repositories of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this ordinance. Any agreements or representations to provide information to Repositories made prior hereto are hereby confirmed, ratified and approved.

Enacted by the Common Council: _____

Approved by the Mayor: _____ Date: _____

Operative And In Effect: _____

CITY OF DANBURY

NOTICE OF PUBLIC HEARING TO BE HELD BY
COMMON COUNCIL

NOTICE IS HEREBY GIVEN that the Common Council of the City of Danbury will hold a public hearing in the Council Chambers in the City Hall on _____,at _____ o'clock P.M. (E.D.T.), with respect to the following proposed ordinance:

An Ordinance Appropriating $500,000 For Public Improvements In The 2002-2003 Capital Budget And Authorizing The Issuance Of $500,000 Bonds Of The City To Meet Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose

The full text of the proposed bond ordinance is on file, open to public inspection, in the office of the City Clerk.

Dated at Danbury, Connecticut, this _____ day of _____, 2002.

_____
Mayor

Attest:

_____
City Clerk

HART1-785078-3

CITY OF DANBURY

RETURN OF POSTING AND PUBLICATION
OF NOTICE OF PUBLIC HEARING

I, HELENA M. ABRANTES, City Clerk of the City of Danbury, hereby certify that I caused a copy of the attached Notice of Public Hearing to be published in the News-Times, a newspaper published and having a circulation in the City of Danbury, in its issue of _____, 2002.

Dated _____, 2002.

_____
City Clerk

Received for record
_____, 2002.

_____
City Clerk

HART1-785100-3

Excerpt for Minutes of
Public Hearing of
the Common Council
of the City of Danbury
to be held _____, 2002

The Chairman declared open the public hearing by the Common Council.

* * *

Mr. _____ read the ordinance entitled "An Ordinance Appropriating $500,000 For Public Improvements In The 2002-2003 Capital Budget And Authorizing The Issuance Of $500,000 Bonds Of The City To Meet Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose".

* * *

After comments from the public, the Chairman thereupon declared the public hearing on said proposed ordinance closed.

* * *

Excerpt for Minutes of
Common Council of the City of Danbury
Acting as a Committee of the Whole

The Chairman opened the meeting of the Common Council of the City of Danbury acting as a Committee of the Whole with respect to the proposed bond ordinance introduced and read at the public hearing preceding the meeting.

* * *

After discussion, Mr. _____ moved that the ordinance entitled "An Ordinance Appropriating $500,000 For Public Improvements In The 2002-2003 Capital Budget And Authorizing The Issuance Of $500,000 Bonds Of The City To Meet Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose" be recommended to the Council for adoption in the form introduced and read at the public hearing preceding the meeting. The motion was seconded by _____. Motion carried.

* * *

Excerpt for Minutes of Meeting
of Common Council

* * *

Councilman_____introducedand read the following ordinance:

AN ORDINANCE APPROPRIATING $500,000 FOR PUBLIC IMPROVEMENTS IN THE 2002-2003 CAPITAL BUDGET AND AUTHORIZING THE ISSUANCE OF $500,000 BONDS OF THE CITY TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF DANBURY:

Section 1. The sum of $500,000 is appropriated for the public improvements hereinafter listed:

Project	Estimated Cost
Replace Phoenix Hose	$ 20,000
Carport for SWAT Vehicle-Police Department	20,000
Tarrywile Lake Dam/City Match	30,000
Patriot Garage Repairs	40,000
Homeless Shelter Lavatory Renovation	12,000
Refurbish Highway Department Offices	8,000
Police Department E-911 Upgrade	95,200
Upgrade HVAC-Police Department	119,800
Shelter Rock School Boiler	75,000
Vehicle Replacement	80,000
Total	$ 500,000

Section 2. To meet said appropriation $500,000 bonds of the City are hereby authorized to be issued maturing not later than the fifth year after their date. Said bonds may be issued in one or more series as determined by the Mayor and the Director of Finance provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. The bonds shall be in the denomination of $1,000 or a whole multiple thereof, be issued in bearer form or in fully registered form, be executed in the name and on behalf of the City by the facsimile or manual signatures of the Mayor, and the City Treasurer, bear the City seal or a facsimile thereof, be certified by a bank or trust company, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company, and be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford. The bonds shall be

general obligations of the City and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and the paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds including the rate or rates of interest shall be determined by the Mayor and the Director of Finance.

Section 3. The bonds of each series shall be sold by the Mayor in a competitive offering or by negotiation, in his discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the City. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds.

Section 4. The City Treasurer is authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor and the City Treasurer, have the seal of the City affixed, be payable at a bank or trust company designated by the City Treasurer, be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, and be certified by a bank or trust company designated by the City Treasurer pursuant to Section 7-373 of the General Statutes of Connecticut, as amended. They shall be issued with maturity dates which comply with the provisions of the General Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the City and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, may be included as a cost of the improvements in Section 1. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. The appropriation may be expended with the approval of the Mayor and the Director of Finance to meet the actual cost of any of the projects set forth in Section 1, including actual costs which may exceed the estimated costs thereof, provided that the total amount of the appropriation is not exceeded.

Section 6. The City hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and anytime after the date of passage of this ordinance in the maximum amount and for the capital projects defined in Section 1 with the proceeds of bonds, notes, or other obligations ("Bonds") authorized to be issued by the City. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the project, or such later date the Regulations may authorize. The City hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Mayor or his designee is authorized to pay project expenses in accordance herewith pending the issuance of reimbursement bonds, and to amend this declaration. This declaration shall be made available in the office of the Clerk for public inspection within thirty days of its passage, and any amendment shall be made available for public inspection within thirty days of such amendment.

Section 7. The Director of Finance is hereby authorized, on behalf of the City of Danbury, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to nationally recognized municipal securities information repositories or state based information repositories (the "Repositories") and to provide notices to the Repositories of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this ordinance. Any agreements or representations to provide information to Repositories made prior hereto are hereby confirmed, ratified and approved.

Enacted by the Common Council: _____

Approved by the Mayor: _____ Date: _____

Operative And In Effect: _____

* * *

Councilman _____ moved that said ordinance be adopted as introduced and read, and the motion was seconded by Councilman _____. Motion carried. The ordinance was approved by the affirmative vote of at least two-thirds of all the members of the Common Council.

NOTE TO CLERK:

Please publish the entire text of the Bond ordinance, as indicated below:

CITY OF DANBURY

NOTICE OF ENACTMENT OF ORDINANCE

The following Ordinance was enacted at a meeting of the Common Council held _____, 2002, and approved by the Mayor _____, 2002.

AN ORDINANCE APPROPRIATING $500,000 FOR PUBLIC IMPROVEMENTS IN THE 2002-2003 CAPITAL BUDGET AND AUTHORIZING THE ISSUANCE OF $500,000 BONDS OF THE CITY TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

(Here copy body of Ordinance in full.)

Dated: _____, 2002.

_____
City Clerk

HART1-785079-3

CITY OF DANBURY

RETURN OF PUBLICATION
OF NOTICE OF ENACTMENT OF ORDINANCE

I, HELENA M. ABRANTES, City Clerk of the City of Danbury, hereby certify that I caused a copy of the above Notice of Enactment of Ordinance to be published in the News-Times, a newspaper published and having a circulation in the City of Danbury, in its issue of _____, 2002.

Dated: _____, 2002.

_____
City Clerk

Received for record

_____, 2002.

_____
City Clerk

HART1-785074-2

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Mark D. Boughton via the Common Council

FROM: Dominic A. Setaro, Jr., Director of Finance

RE: **ORDINANCE CHANGE/WATER USE**

DATE: April 1, 2002

Attached you will find a copy of an ordinance amending the Water use rate, effective July 1, 2002, which is being presented to you in conjunction with the Mayor's proposed 2002-2003 budget.

Should you need any additional information, feel free to give me a call.

Dominic A. Setaro, Jr.

DAS/jgb

WaterOrd

3

ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

May 7, 2002

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

THAT Subsection (a) of Section 21-42 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

Sec. 21-42. Quarterly non-metered rates.

(a) The following are established as the quarterly non-metered rates for the use of water, which rates shall be in effect for all bills rendered on or after July 1, 2002: $145.87/unit.

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

Adopted by the Common Council - May 7, 2002
Approved by Mayor Mark D. Boughton - May 9, 2002

ATTEST: _____
HELENA ABRANTES
City Clerk

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

May 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: **General Government II Budget Committee**

The General Government II Budget Committee met on April 17, 2002 in the Third Floor Caucus Room in City Hall. In attendance were committee members Saadi, Neptune and Basso. Also in attendance were Director of Finance Dominic Setaro, Council Members Gogliettino and Levy, ex-officio, as well as Jim Arconti, Lynn Waller, Maria-Cinta Lowe and Joe Boa.

Mr. Setaro stated that a change has been proposed to eliminate the AS 400 specialist and create an assistant manager of the Data Processing Department. Wade Anderson needs an assistant. Regarding the Purchasing Department, there have been some changes in the Table of Organization where people have been reclassified. Due to changes in accounting regulations we no longer need a fulltime inventory control clerk. They are being reclassified as purchasing clerks.

Regarding grants under Human and Social Welfare, Mr. Setaro stated that each agency is required to submit a budget request along with certain documentation. If you receive $10,000 or more you must sign a contract and submit a certified audit statement. If we make payment directly to an agency, they do not have to submit an audit.

A discussion following regarding the increasing and reduction of certain grants. Mr. Setaro explained the various line items regarding taxes, interest on debt, employee benefits, etc.

Mr. Setaro explained the components of the contingency account. They include teamster wage increases, increases in health and welfare, emergencies, insurance, and litigation of $780,000. Mr. Setaro stated that last year the account was $300,000.00. There will be a $350,000 settlement for Bucon. The settlement needs to be addressed in this report. He would recommend taking $150,000 from the surplus and $200,000 from the Contingency account.

Mrs. Basso made a motion to adopt the budget as proposed. Seconded by Mrs. Neptune. Mrs. Basso made a motion to amend the budget by reducing the Contingency Account by $200,000. Seconded by Mrs. Neptune. Motion carried unanimously.

Mrs. Basso moved to recommend that an additional $150,000 by used fro the Fund Balance to offset the Bucon settlement. Seconded by Mrs. Neptune. Motion carried unanimously.

The motion, as amended, carried unanimously.

The committee met again on April 24, 2002. In attendance were committee members Saadi, Shuler, Neptune Null and Basso. Also in attendance were Council Members Levy and Gogliettino, ex-officio and members of the public.

Mr. Saadi stated that he would entertain a motion to reconsider the previous motions. Moved by Sherry Neptune and seconded by Pauline Basso. Motion carried unanimously.

Mr. Saadi stated that he would entertain a motion to adopt the General Government II budget as proposed by the Mayor. Moved by Pauline Basso and seconded by Sherry Neptune.

Mr. Saadi stated that the Common Council needs to establish certain standards that grant agencies must comply with. It is difficult to make cuts and increases without having a standardized process. By the time the narratives have been received by the Common Council some of the information is already outdated. He would suggest that an ad hoc committee be established to come up with a standardized grant process.

Mrs. Basso made a motion to adopt the budget as proposed by the Mayor. Seconded by Mrs. Neptune.

Mrs. Basso made a motion to amend the budget by reducing the contingency account by $200,000. Seconded by Mrs. Neptune. Motion carried unanimously.

Mrs. Basso made a motion to recommend that an additional $150,000 be used from the Fund Balance to offset the Bucon settlement. Seconded by Mrs. Neptune. Motion carried unanimously.

Discussion followed concerning grants to CACD and the YMCA.

The motion to adopt the proposed budget, as amended, passed with Mrs. Basso, Mr. Shuler and Mr. Saadi voting in the affirmative, Mr. Null voting in the negative and Ms. Neptune abstaining.

Respectfully submitted,

CONNIE SHULER

THOMAS SAADI, Chairman

WARREN NULL

PAULINE BASSO

SHERRI NEPTUNE

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

May 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: **Public Works Budget**

The Public Work Budget Committee met on April 25, 2002 in the Third Floor Caucus Room in City Hall. In attendance were committee members Machado, John Esposito and Kelly. Also in attendance were Director of Public Works William Buckley, Director of Finance Dominic Setaro, Director of Parks and Recreation Robert Ryerson, Council Members Levy and Basso, ex-officio and Lynn Waller.

Mr. Machado stated that it appears that the Mayor's proposed budget for 2002-2003 is very reasonable. It addresses the main needs of the public works department. Bond issues and capital improvements are addressed. No concerns were expressed during the public hearing regarding the public works portion of the budget.

There were discussions regarding the Public Buildings and Highways budgets but no changes were made. Regarding State Aid, Mr. Setaro pointed out that there needed to be an adjustment in the figures in the Maintain Highways-Curbs-Walks line item. The figure should read $480,905 because that figure is supposed to match what we get from the State. The proposed figure of $375,128 should be $380,905 for a total of $480,905.

Mr. Machado noted that there is a slight difference in the Street Lighting proposed budget. Mrs. Basso asked when our contract with the power company ends. Mr. Setaro stated that we do not have a contract with CL&P, but we are looking at our suppliers. Mr. Kelly asked if we get rebates for equipment such as air conditioners. Mr. Setaro said we do.

Under Recycling and Solid Waste, Mr. Setaro explained what the Professional Services Account covers, such as groundwater testing at $50,000; $15,000 for hydrogen sulfides and $15,000 for environmental testing. It also included gas recovery, which is required. Mr. Kelly asked what the major expenses in outside services are. Mr. Setaro said one would be the contract price for the mom and pop operation at $57,000.

In the Engineering Department Budget, Mr. Buckley said that he might have to come back to the Common Council at a later date to replenish the professional services line item to catch up on sewer assessments.

Mr. Ryerson stated that the Mayor's proposed budget reflects the proposal he submitted. A discussion followed regarding problems with certain parks in the City. Mr. Ryerson stated that there is a safety issue on the entire road in Rogers Park.

Regarding Tarrywile Park, Mr. Setaro stated that there are a number of new projects proposed. We would not be able to fund everything they ask for. Mr. Machado asked if there are any emergencies, which need to be addressed. Mr. Setaro said that many of the requests are new items such as $15,00 to replace radiators, $17,000 for the red barn and items that are not normal types of maintenance.

Mr. Esposito asked about increases in the sewer and water funds. Mr. Setaro said the sewer fund would go up $13 per year, while the water fund will go up $14 per year.

Mr. Esposito made a motion to adopt the Mayor's budget, with one adjustment in the Maintain Highways-Curbs-Walks line item by increasing $375,128 to $380,905 for a total of $480,905.00. Seconded by Mr. Kelly and passed unanimously.

Respectfully submitted,

VAL MACHADO, Chairman

JOHN ESPOSITO

JAMES KELLY

DAVID MAZZUCHELLI

JOSEPH SCOZZAFAVA

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

May 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: Health & Housing, Public Safety & Social Services

The Health & Housing, Public Safety & Social Services Budget Committee met on April 23, 2002 at 7:05 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Buzaid, Furtado, Dean Esposito and Nolan. Also in attendance were Director of Finance Dominic Setaro, Director of Health William Campbell, Fire Chief Peter Siencienski, Police Chief Robert Paquette, Civil Preparedness Director Paul Estefan, Council Members Warren Levy and John Gogliettino, ex-officio and members of the public.

Chairman Buzaid asked if there were any questions for the Director of Health William Campbell. Mr. Campbell reported on efforts to combat the West Nile Virus this summer and spoke about the plan for a bioterrorism attack. Mr. Campbell said he is satisfied with his budget.

Chief Paquette stated that this is the most generous budget he has received in five years. He reported on infrastructure changes in the Police Department. He also noted that this budget increases the budget by two. Mr. Furtado asked if the $17,000 allocated for training was sufficient. Chief Paquette said it is sufficient.

Chief Siencienski stated that he is very appreciative of the Mayor's budget. He stated that the budget includes a major protective clothing initiative. They have money to lease vehicles for the first time. He stated that the training budget is not the most efficient at this time.

Mr. Buzaid stated that the Mayor's budget provides for the creation of a full time Director of Civil Preparedness. It is not clear what this person would do and what his capacity would be in the event of an extreme circumstance.

Chief Paquette stated that recommendations concerning emergency preparedness have just been provided to the Mayor. He outlined some of the initiatives recommended. He feels that the person might not be needed on a full time basis after

the first year or two after the center is up and running. Right now a full time person is a necessity. Chief Siencienski was in agreement that a full time person is necessary at the onset.

Chief Siencienski pointed out the State law is very clear as to what responsibilities are delineated to whom. Weapons and hostages are under the police; a Civil Preparedness Director who answers directly to the Mayor fills emergency management position. Everyone works as a unified team.

Mr. Estefan stated that the communications system needs to be updated. The responsibility of the Civil Preparedness Director is to get the Police and Fire Personnel on the scene according to needs and then carry out the Mayor's orders. Mr. Setaro pointed out that a comprehensive plan was needed before you can look at the communications system.

Mr. Nolan stated that the position of a full time Civil Preparedness Director was a principal recommendation of the Task Force. Dean Esposito stated that the goal should be to hire someone who has the qualifications to fulfill the needs of the position.

Mr. Nolan made a motion to accept the recommendations of the departments and approve the Mayor's proposed budget. Seconded by Dean Esposito.

Mr. Levy stated that he has had conversations with the Mayor and the Mayor has assured him that the Common Council would have input into the qualifications of the person hired to fill the job of Director of Civil Preparedness. Dean Esposito stated that ideally the job should be covered under Civil Service.

Motion carried unanimously.

Respectfully submitted,

MANNY FURTADO

EMILE BUZAID, Chairman

DEAN ESPOSITO

PAUL McALLISTER

VINCENT NOLAN

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

May 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: **Education Budget**

The Education Budget Committee met on March 12, 2002, April 23, 2002 and April 29, 2002. In attendance at the April 29, 2002 were committee members Moore, Gallagher, Scozzafava, Nolan and Neptune. Also in attendance were Director of Finance Dominic Setaro, Superintendent of Schools Tim Connors, Board Finance Director Elio Longo, Council Members Levy and Mazzuchelli, ex-officio, members of the Board of Education and members of the public.

At the meeting on March 12, 2002, Mr. Setaro stated that certain line items experienced significant increases or decreases such as insurance, worker's compensation costs, utilities and telephones. He discussed the transfer of funds between line items with the Board of Education's budget. Mr. Nolan asked about a possible notation system indicating changes in individual line items.

At the meeting on April 23, 2002 Mr. Moore stated that the Board of Education had requested a nine percent increase. The Mayor proposed a 6% increase. Mr. Setaro stated that the difference is $2,667,000. There have been several major developments. The Board was forced to stay with Cigna for their insurance, but the cost was reduced in the end. While the Council cannot get into specific line items, several other things have occurred. There has been a 5% reduction in utility costs, and heating fuel has been rebid which will result in additional savings. Refuse removal is another issue. There is a movement to try to get the tip fee reduced.

Mr. Moore stated that the superintendent put together twelve policy initiatives, including class size, support staff, instructional supplies, etc. He asked Mr. Setaro if these would be able to be met. Mr. Setaro stated that these questions should be addressed at the next meeting. Mr. Moore asked about the impact of the timing of the educational cost sharing. Mr. Setaro stated that he and the Mayor go with the Governor's budget. If the legislature adds money back, the Common Council determines

Ex-officio
Warren Levy
ean Esposito
ve. Mazzachelli
hnGoglietino
oline Basso

how to use it. There is a larger than normal increase this year. Mr. Connors is not intending to ask for additional dollars if they are received by the State.

At the April 29, 2002 meeting Mr. Moore asked Superintendent Connors for an overview of his budget request. Mr. Connors stated that he is trying to negotiate health insurance down. The Unions have a say in what the Board can and cannot do. Unions can go directly to arbitration. The remainder of the figures are realistic. The schools submitted an application to take over Head Start. If they were awarded the grant, they would want to purchase a bus. His biggest concern is that there is very little money to address many issues. If they were able to change insurance carriers we could save $750,000. If not, it will be difficult to reduce class sizes. Whatever savings are realized they would like to put back into the budget.

Questions were asked about textbooks and the current status of the budget. Mr. Gallagher asked if the requested nine percent increase is still required. Mr. Connors said he still feels that the number they asked for is legitimate, but understands that the City will fund the schools to the best of its ability. Mr. Connors stated that the majority of their dollars are spent on personnel. They need to meet their contractual obligations. Mrs. Neptune asked if there are funds in the budget to hire more teachers. Mr. Connor said there are proposed hirings in the budget, but it depends on the numbers they get from the City. Mr. Moore asked about the part-time long-term hirings. Mr. Connors said that these are long term temps hired when teachers go out on illness.

Mr. Scozzafava asked if Mr. Connors had real problems with this budget. Mr. Connors said that the bottom line is the School Board tells you what its needs and it makes do with what they get. Mr. Scozzafava said this is a cooperative effort between the Board and the City.

Mr. Mazzuchelli stated that he visited several schools and it was unanimous that the most pressing issue is the lack of textbooks. He feels this issue should be strongly addressed. Mr. Connors said that teachers are always looking to have a collection of books and materials in their classrooms. You can never satisfy a good teachers appetite for books.

Mr. Nolan made a motion to adopt the budget as proposed by the Mayor. Seconded by Mrs. Neptune. Motion carried unanimously.

Respectfully submitted,

VINCENT NOLAN

MICHAEL MOORE, Chairman

JOSEPH SCOZZAFAVA

MATTHEW GALLAGHER

SHERRI NEPTUNE

ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

May 7, 2002

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

THAT Section 21-47 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

Sec. 21-47. Additional rates and charges for special uses.

In addition to the rates set forth in sections 21-42 and 21-46, the following rates and charges are hereby established for all bills rendered on or after July 1, 2002:

(1) Hydrant use by contractors, per 100 gallons $ 0.95

(2) The following quarterly rates shall be charged for water service to premises for fire protection purposes:

Size of Connection (inches)	*Charge for Three Months*
4 and under	80.67
6	151.26
8	221.84
10	302.50
12	403.34

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

Adopted by the Common Council - May 7, 2002
Approved by Mayor Gene F. Eriquez - May 9, 2002

ATTEST: _____
HELENA ABRANTES
City Clerk

ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

May 7, 2002

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

THAT Section 21-46 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

Sec. 21-46. Meter rates generally.

The following water meter rates shall be charged for those areas served and specified by the superintendent of public utilities. Such rates are for quarterly billings rendered on or after July 1, 2002, and are based on the consumption of thousands of gallons (MG) as follows:

(a) 5/8-inch size meter:

Usage (MG)	
0-1	$ 6.49
2	7.19
3	7.88
4	8.57
5	9.27
6	9.95
7	10.64
8	11.34
9	12.03
10	12.72
11	13.41
12	14.11
13	14.79
14	15.48
15	16.17

(b) ¾-inch size meter:

Usage (MG)	
0-1	$10.09
2	10.78
3	11.47
4	12.17
5	12.85
6	13.55
7	14.24
8	14.93
9	15.61
10	16.31
11	17.01
12	17.69
13	18.38
14	19.08
15	19.77

ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

(c) 1-inch size meter:

Usage (MG)	
0-1	$20.86
2	21.55
3	22.24
4	22.93
5	23.62
6	24.31
7	25.01
8	25.70
9	26.39
10	27.07
11	27.78
12	28.46
13	29.15
14	29.85
15	30.54

(d) The following water meter rates shall be charged for those areas served and as specified by the superintendent of public utilities. Such rates are for quarterly billings rendered on or after July 1, 2002 and are limited to the first fifteen thousand (15, 000) gallons of consumption.

Size of Meter (inches)	
1 ½	$ 95.57
2	140.15
3	310.57
4	621.14
6	1,242.26
8	2,484.55
10	4,969.10

(e) For water consumed in excess of fifteen thousand (15,000) gallons for any size meter the charge shall be one dollar and ninety five cents ($1.95) per one thousand (1,000) gallons.

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

Adopted by the Common Council - May 7, 2002
Approved by Mayor Mark D. Boughton - May 9, 2002

ATTEST: _____
HELENA ABRANTES
City Clerk

COPY SHOWING DELETIONS AND NEW LANGUAGE.

THAT Subsection (a) of Section 21-42 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows

Sec. 21-42. Quarterly non-metered rates.

(a) The following are established as the quarterly non-metered rates for the use of water, which rates shall be in effect for all bills rendered on or after July 1, 2002 ~~1999~~: ~~$126.84~~/ $145.87/unit.

Note: New language is indicated by **CAPITALIZATION COMBINED WITH UNDERLINING** except that capitalization is not utilized for the letters in parenthesis which indicate subsections.

Deleted language is indicated ~~strikeouts~~.

COPY SHOWING DELETIONS AND NEW LANGUAGE.

THAT Section 21-47 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

Sec. 21-47. Additional rates and charges for special uses.

In addition to the rates set forth in sections 21-42 and 21-46, the following rates and charges are hereby established for all bills rendered on or after July 1, ~~1999~~2002:

(1) Hydrant use by contractors, per 100 gallons $ ~~0.83~~ 0.95

(2) The following quarterly rates shall be charged for water service to premises for fire protection purposes:

Size of Connection (inches)	*Charge for Three Months*
4 and under	~~$70.15~~ $ 80.67
6	~~131.53~~ 151.26
8	~~192.90~~ 221.84
10	~~263.04~~ 302.50
12	~~350.73~~ 403.34

Note: New language is indicated by **CAPITALIZATION COMBINED WITH UNDERLINING** except that capitalization is not utilized for the letters in parenthesis which indicate subsections.

Deleted language is indicated ~~strikeouts~~.

COPY SHOWING DELETIONS AND NEW LANGUAGE.

THAT Section 21-46 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

Sec. 21-46. Meter rates generally.

The following water meter rates shall be charged for those areas served and specified by the superintendent of public utilities. Such rates are for quarterly billings rendered on or after July 1, ~~1999,~~ 2002, and are based on the consumption of thousands of gallons (MG) as follows:

(a) 5/8-inch size meter:

Usage (MG)	
0-1	$ ~~5.64~~ 6.49
2	~~6.25~~ 7.19
3	~~6.85~~ 7.88
4	~~7.45~~ 8.57
5	~~8.06~~ 9.27
6	~~8.65~~ 9.95
7	~~9.25~~ 10.64
8	~~9.86~~ 11.34
9	~~10.46~~ 12.03
10	~~11.06~~ 12.72
11	~~11.66~~ 13.41
12	~~12.27~~ 14.11
13	~~12.86~~ 14.79
14	~~13.46~~ 15.48
15	~~14.06~~ 16.17

(b) ¾-inch size meter:

Usage (MG)	
0-1	$ ~~8.77~~ 10.09
2	~~9.37~~ 10.78
3	~~9.97~~ 11.47
4	~~10.58~~ 12.17
5	~~11.17~~ 12.85
6	~~11.78~~ 13.55
7	~~12.38~~ 14.20
8	~~12.98~~ 14.93
9	~~13.57~~ 15.61
10	~~14.18~~ 16.31
11	~~14.79~~ 17.01
12	~~15.38~~ 17.69
13	~~15.98~~ 18.38
14	~~16.59~~ 19.08
15	~~17.19~~ 19.77

(c) 1-inch size meter:

Usage (MG)	
0-1	$~~18.14~~ 20.86
2	~~18.74~~ 21.55
3	~~19.34~~ 22.24
4	~~19.94~~ 22.93
5	~~20.54~~ 23.62
6	~~21.14~~ 24.31
7	~~21.75~~ 25.01
8	~~22.35~~ 25.70
9	~~22.95~~ 26.39
10	~~23.54~~ 27.07
11	~~24.16~~ 27.78
12	~~24.75~~ 28.46
13	~~25.35~~ 29.15
14	~~25.96~~ 29.85
15	~~26.56~~ 30.54

(d) The following water meter rates shall be charged for those areas served and as specified by the superintendent of public utilities. Such rates are for quarterly billings rendered on or after July 1, ~~1999~~, 2002, and are limited to the first fifteen thousand (15, 000) gallons of consumption.

Size of Meter (inches)	
1 ½	$ ~~83.10~~ 95.57
2	~~121.87~~ 140.15
3	~~270.06~~ 310.57
4	~~540.12~~ 621.14
6	~~1,080.23~~ 1,242.26
8	~~2,160.48~~ 2,484.55
10	~~4,320.96~~ 4,969.10

(e) For water consumed in excess of fifteen thousand (15,000) gallons for any size meter the charge shall be one dollar and NINETY FIVE ~~seventy five~~ cents (~~$1.75~~ $1.95) per one thousand (1,000) gallons.

Note: New language is indicated by **CAPITALIZATION COMBINED WITH UNDERLINING** except that capitalization is not utilized for the letters in parenthesis which indicate subsections.

Deleted language is indicated ~~strikeouts~~.

D
4

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Mark D. Boughton via the Common Council

FROM: Dominic A. Setaro, Jr., Director of Finance

RE: **ORDINANCE CHANGE/ SEWER USE**

DATE: April 1, 2002

Attached you will find a copy of an ordinance amending the Sewer use rate, effective July 1, 2002, which is being presented to you in conjunction with the Mayor's proposed 2002-2003 budget.

Should you need any additional information, feel free to give me a call.

Dominic A. Setaro, Jr.

DAS/jgb

SewerOrd

ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

May 7, 2002

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

THAT Section 16-32 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows

Section 16-32. Sewer Use Charges.

(a) General sewer use charges established. There are hereby established sewer use charges applicable with respect to all bills rendered on or after July 1, 2002, to all sewer customers provided with metered city water service. Sewer use charges shall be reflected on the quarterly billing in two (2) components. The first component shall be the sewer use charge for the operation and maintenance (O&M) of the Danbury sewage works (as defined in Section 16-1 hereof) and the second component shall be the sewer use charge for the retirement of debt service relating to system renovations and improvements. Such charges, established in accordance with criteria contained in Section 16-27 of this Code of Ordinances, shall be determined in accordance with the following formulas and values:

(1) Formulas:

a. Quarterly Sewer Use Charge (O&M) = $\frac{0.9 \times A \times X}{1{,}000 \text{ gallons}}$

b. Quarterly Sewer Use Charge Residential Debt Service = $\frac{0.9 \times A \times Y}{1{,}000 \text{ gallons}}$

Where "A" equals the volume of water, as measured through the customer's water meter, used during the previous billing quarter. Where X and Y are the values with respect to sewer use charges and classes. Notwithstanding the prior provisions of this section, there shall be a minimum quarterly sewer use charge, which shall be established herein.

(2) Values:

a. For sewer use customers with metered city water service, the following sewer use charge values are hereby established:

1. O&M value (X) = $1.30

2. Debt service values (Y) =

i. Residential, Class 1 and 1A = $0.28
ii. Mixed residential / commercial, Class 2A = $4.11
iii. Nonresidential, Class 2 and 3 = $4.83

b. The minimum quarterly sewer use charge shall be fourteen dollars and fifty nine cents ($14.59).

(b) For sewer use customers with flat rate city water service the quarterly sewer use charge shall be:

(1) Residential (Class 1 and 1A) = Seventy one dollars and one cent ($71.01) per unit.
(2) Mixed residential / commercial (Class 2A) = One hundred forty one dollars and eighty six cents ($141.86) per unit.
(3) Nonresidential (Class 2 and 3) = One hundred forty one dollars and eighty six cents ($141.86) per unit.

(c) For sewer use customers having no city water service the quarterly sewer use charge shall be:

(1) Residential (Class 1 and 1A) = Thirty three dollars and thirty cents ($33.30) per unit.
(2) Mixed residential/commercial (Class 2A) = One hundred twenty dollars and forty two cents ($120.42) per unit.

ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

(3) Nonresidential (Class 2 and 3) = One hundred thirty two dollars and eighteen cents ($132.18) per unit.

For the purposes of subsections (b) and (c) hereof, a sewer unit shall represent the sewer use for a single family dwelling. An additional sewer unit shall be assessed for each additional residence within any residential structure. A fractional sewer unit shall be assessed for a portion of the dwelling which, in the opinion of the superintendent of public utilities, bears, with respect to sewer usage, the same relationship to a whole sewer unit as that portion of the dwelling in question bears to a single family dwelling. All non residential flat rate city water customers shall be assessed for sewer units or fractions thereof based on the relationship between the customer's nonresidential use and the use generated by a single family dwelling, in the opinion of the Superintendent of Public Utilities.

(d) For purposes of this section, sewer use charges imposed upon military veterans' posts and organizations that are exempt from federal taxation under Section 501(c)(19) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, shall be imposed at the residential rates established herein.

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

Adopted by the Common Council - May 7, 2002
Approved by Mayor Mark D. Boughton - May 9, 2002

ATTEST: _____
Helena Abrantes
City Clerk

COPY SHOWING DELETIONS AND NEW LANGUAGE

THAT Section 16-32 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows

Section 16-32. Sewer Use Charges.

(a) General sewer use charges established. There are hereby established sewer use charges applicable with respect to all bills rendered on or after ~~the effective date hereof~~ JULY 1,2002,to all sewer customers provided with metered city water service. Sewer use charges shall be reflected on the quarterly billing in two (2) components. The first component shall be the sewer use charge for the operation and maintenance (O&M) of the Danbury sewage works (as defined in Section 16-1 hereof) and the second component shall be the sewer use charge for the retirement of debt service relating to system renovations and improvements. Such charges, established in accordance with criteria contained in Section 16-27 of this Code of Ordinances, shall be determined in accordance with the following formulas and values:

(1) Formulas:

a. Quarterly Sewer Use Charge (O&M) = $\frac{0.9 \times A \times X}{1{,}000 \text{ gallons}}$

b. Quarterly Sewer Use Charge Residential Debt Service = $\frac{0.9 \times A \times Y}{1{,}000 \text{ gallons}}$

Where "A" equals the volume of water, as measured through the customer's water meter, used during the previous billing quarter. Where X and Y are the values with respect to sewer use charges and classes. Notwithstanding the prior provisions of this section, there shall be a minimum quarterly sewer use charge, which shall be established herein.

(2) Values:

a. For sewer use customers with metered city water service, the following sewer use charge values are hereby established:

1. O&M value (X) = ~~$1.15~~ $1.30

2. Debt service values (Y) =

i. Residential, Class 1 and 1A = $0.28
ii. Mixed residential / commercial, Class 2A = ~~$4.01~~ $4.11
iii. Nonresidential, Class 2 and 3 = ~~$4.73~~ $4.83

b. The minimum quarterly sewer use charge shall be ~~twelve~~ FOURTEEN dollars and fifty ~~sixty~~ nine cents (~~$12.69~~ $14.59).

(b) For sewer use customers with flat rate city water service the quarterly sewer use charge shall be:

(1) Residential (Class 1 and 1A) = SEVENTY ~~Sixty~~ one dollars and ~~seventy five~~ ONE cents (~~$61.75~~ $71.01) per unit.
(2) Mixed residential / commercial (Class 2A) = One hundred FORTY ONE~~twenty three~~ dollars and EIGHTY SIX ~~thirty six~~ cents (~~$123.36~~ $141.86) per unit.
(3) Nonresidential (Class 2 and 3) = One hundred FORTY ONE ~~twenty three~~ dollars and EIGHTY SIX ~~thirty six~~ cents (~~$123.36~~ $141.86) per unit.

(c) For sewer use customers having no city water service the quarterly sewer use charge shall be:

(1) Residential (Class 1 and 1A) = THIRTY THREE ~~Twenty eight~~ dollars and THIRTY ~~ninety six~~ cents (~~$28.96~~ $33.30) per unit.
(2) Mixed residential/commercial (Class 2A) = One hundred TWENTY ~~four~~ dollars and FORTY TWO~~seventy one~~ cents (~~$104.71~~ $120.42) per unit.
(3) Nonresidential (Class 2 and 3) = One hundred THIRTY TWO~~fourteen~~ dollars and EIGHTEEN ~~ninety four~~ cents (~~$114.94~~ $132.18) per unit.

For the purposes of subsections (b) and (c) hereof, a sewer unit shall represent the sewer use for a single family dwelling. An additional sewer unit shall be assessed for

each additional residence within any residential structure. A fractional sewer unit shall be assessed for a portion of the dwelling which, in the opinion of the superintendent of public utilities, bears, with respect to sewer usage, the same relationship to a whole sewer unit as that portion of the dwelling in question bears to a single family dwelling. All non residential flat rate city water customers shall be assessed for sewer units or fractions thereof based on the relationship between the customer's nonresidential use and the use generated by a single family dwelling, in the opinion of the Superintendent of Public Utilities.

(d) For purposes of this section, sewer use charges imposed upon military veterans' posts and organizations that are exempt from federal taxation under Section 501(c)(19) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, shall be imposed at the residential rates established herein.

Note: New language is indicated by CAPITALIZATION COMBINED WITH UNDERLINING except that capitalization is not utilized for the letters in parentheses which indicate subsections.

Deleted language is indicated by strikeouts.

(E)

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Mark D. Boughton via the Common Council

FROM: Dominic A. Setaro, Jr., Director of Finance

RE: **ORDINANCE CHANGE/SEWER PERMIT FEES**

DATE: April 1, 2002

Attached you will find a copy of an ordinance amending the Sewer permit fees, effective July 1, 2002, which is being presented to you in conjunction with the Mayor's proposed 2002-2003 budget.

Should you need any additional information, feel free to give me a call.

Dominic A. Setaro, Jr.

DAS/jgb

SewerPermitOrd

ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

May 7, 2002

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

THAT Section 16-4(b) of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

(b) *Connection fee.* If no prior sewer assessment established in accordance with the provisions of section 16-50 of the Danbury Code of Ordinances has been paid on the premises to be connected to said sewer, or with respect to which the use is to be changed by adding residential units or expanding the floor area of nonresidential or mixed uses, then no permit shall be issued until a connection fee is paid to the City of Danbury according to the following:

(1) The connection fee for buildings devoted to residential uses shall be five hundred dollars ($500.00) per dwelling unit, but in no event shall said connection fee exceed two thousand five hundred dollars ($2,500.00) per building.

(2) The connection fee for buildings devoted to either nonresidential or mixed uses shall be as follows:

Building Size (Floor Area s.f.)	Connection Fee
up to 10,000 s.f.	$ 5,000.00
from 10,001 s.f. to 25,000 s.f.	$ 10,000.00
from 25,001 s.f. to 75,000 s.f.	$ 15,000.00
over 75,000 s.f.	$ 20,000.00

Whenever a change in use results in the addition of residential units or the expansion of the floor area of a nonresidential or mixed use, the connection fee associated with said change in use shall be calculated by subtracting the connection fee that would be due hereunder for the new use from the connection fee that would be due hereunder for the old use.

Connection fees may be waived by action of the common council, provided that the city benefits from the connection by permitting future extension to said connection.

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

Adopted by the Common Council - May 7, 2002
Approved by Mayor Mark D. Boughton - May 9, 2002

ATTEST: _____
Helena Abrantes

COPY SHOWING DELETIONS AND NEW LANGUAGE

THAT Section 16-4(b) of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

(b) *Connection fee.* If no prior sewer assessment established in accordance with the provisions of section 16-50 of the Danbury Code of Ordinances has been paid on the premises to be connected to said sewer, OR WITH RESPECT TO WHICH THE USE IS TO BE CHANGED BY ADDING RESIDENTIAL UNITS OR EXPANDING THE FLOOR AREA OF NONRESIDENTIAL OR MIXED USES, then no permit shall be issued until a connection fee is paid to the City of Danbury according to the following:

(1) The connection fee for buildings devoted to residential uses shall be FIVE ~~three~~ hundred dollars (~~$300.00~~ $500.00) per dwelling unit, but in no event shall said connection fee exceed ~~one thousand dollars ($1,000.00)~~ TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) per building.

(2) The connection fee for buildings devoted to either nonresidential or mixed uses shall be AS FOLLOWS: ~~one thousand dollars ($1,000.00) per building.~~

Building Size (Floor Area s.f.)	Connection Fee
up to 10,000 s.f.	$ 5,000.00
from 10,001 s.f. to 25,000 s.f.	$ 10,000.00
from 25,001 s.f. to 75,000 s.f.	$ 15,000.00
over 75,000 s.f.	$ 20,000.00

WHENEVER A CHANGE IN USE RESULTS IN THE ADDITION OF RESIDENTIAL UNITS OR THE EXPANSION OF THE FLOOR AREA OF A NONRESIDENTIAL OR MIXED USE, THE CONNECTION FEE ASSOCIATED WITH SAID CHANGE IN USE SHALL BE CALCULATED BY SUBTRACTING THE CONNECTION FEE THAT WOULD BE DUE HEREUNDER FOR THE NEW USE FROM THE CONNECTION FEE THAT WOULD BE DUE HEREUNDER FOR THE OLD USE.

Connection fees may be waived by action of the common council, provided that the city benefits from the connection by permitting future extension to said connection.

Note: New language is indicated by CAPITALIZATION COMBINED WITH UNDERLINING except that capitalization is not utilized for the letters in parentheses which indicate subsections.

Deleted language is indicated by strikeouts.

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Mark D. Boughton via the Common Council

FROM: Dominic A. Setaro, Jr., Director of Finance

RE: **ORDINANCE CHANGE FOR NEW BUILDING DEPARTMENT FEE SCHEDULE**

DATE: March 27, 2002

Attached you will find a copy of an ordinance changing the Building Department fee schedule for fiscal year beginning July 1, 2002 and ending June 30, 2003. This ordinance, which is being presented to you in conjunction with the Mayor's proposed 2002-2003 budget, will allow the City to generate additional revenue as a result of increased expenses in the permit process.

Should you need any additional information, feel free to give me a call.

Dominic A. Setaro, Jr.

DAS/jgb

BldgFeeSched

ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

May 7, 2002

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

THAT Subsections 6-02(a) and 6-02(b) of the Code of Ordinances of Danbury, Connecticut are hereby amended to read as follows:

Sec. 6-02. Amendment of Connecticut Basic Building Code.

(a) *Fees generally:*

(1) In accordance with the provisions of Section 29-252-112.3.1 of the Connecticut Basic Building Code, before receiving a building permit the owner or his agent shall pay a fee in accordance with the following schedule and based on the value of the work to be performed:

Valuation of Work	*Fee*
For single and multi-family residential structures below one thousand dollars ($1,000.00) in value	Twenty two dollars ($22.00)
One thousand dollars ($1,000) and above	Twenty two dollars ($22.00) for the first one thousand dollars ($1,000.00) in value plus eleven dollars ($11.00) for each additional one thousand dollars ($1,000.00) or part thereof
For commercial and industrial structures	Eighteen dollars ($18.00) per one thousand dollars ($1,000.00) or part thereof
For separate permits, available at the option of the owner, covering mechanicals, electrical, plumbing, heating and air conditioning, sprinklers, chimneys and fireplaces	Five dollars ($5.00) for each one hundred dollars ($100.00) in value up to one thousand dollars ($1,000.00) plus eleven dollars ($11.00) for each additional one thousand dollars ($1,000.00)

No application for a building permit shall be processed without payment of the foregoing fees. If after the filing of an application for a building permit a change is made to the scope of the work to be performed which affects the value of the work, a new fee shall be calculated. Any increase in fee shall be paid prior to the issuance of a building permit unless a building permit has already been issued, in which case said increased fee shall be paid prior to the issuance of a certificate of occupancy. Any decrease in fee resulting from a change in the work shall be refunded in accordance with the provisions of subsection (e) hereof.

(2) The fee established in paragraph 6-02(a)(1) shall cover the eight (8) inspections specified herein or so many thereof as are required or applied for on any particular project. Required inspections, to the extent applicable, include:

a. Soil conditions
b. Footing drains and waterproofing
c. Rough electrical
d. Rough plumbing
e. Framing
f. Insulation
g. Gas or oil burner
h. Final; including, but not limited to, electrical, plumbing, fire divisions and exits.

Additional inspections shall be performed for an additional fee of dollars ($33.00) per inspection. Each separate trip to the site shall be deemed to be a separate inspection. Such additional fees shall be due and payable prior to the issuance of a certificate of occupancy. The holder of a valid building permit may request that some or all of the foregoing inspections be performed outside of normal business hours. The Danbury building official may authorize performance of such inspections outside of normal business hours if appropriate personnel are available to provide such service. No certificate of occupancy shall be issued to any permit holder for whom inspections have been performed outside of normal business hours until the permit holder has paid a fee to cover the additional expense incurred by the city in connection with such inspections. All such fees shall be in an amount equal to the wages paid to personnel performing said inspections.

ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

(b) *Additional fees.* Before receiving a permit or certificate for the following uses or for the conduct of any of the following activities, the owner or his agent shall pay the fee prescribed below:

Type of Permit or Certificate	*Fee*
(1) Demolition permits	Four percent (4%) of the actual cost of demolition
(2) Permits for the moving of buildings	Two hundred and seventy five dollars ($275.00) per building
(3) Permits for wood stoves	Fifty five dollars ($55.00) each
(4) Permits for tanks	
a. with a capacity of six hundred and sixty (660) gallons or less	Fifty five dollars ($55.00) each
b. with a capacity of more than six hundred and sixty (660) gallons but less than two thousand (2000) gallons	Eighty three dollars ($83.00) each
c. with a capacity of two thousand (2000) gallons or more	One hundred ten dollars ($110.00) each
(5) Permits for signs	
a. If ten (10) square feet or less	Eleven dollars ($11.00)
b. If in excess or ten (10) square feet	Eleven dollars ($11.00) for the first ten (10) square feet plus fifty five cents ($0.55) for each additional square foot or part thereof
(6) Certificate of occupancy	Twenty eight dollars ($28.00) each
(7) Pools	Fifty five dollars ($55.00) for the first one thousand dollars $1,000.00) in value plus eleven dollars ($11.00) for each additional one thousand dollars ($1,000.00) or part thereof

Note: New language is indicated by CAPITALIZATION COMBINED WITH UNDERLINING except that capitalization is not utilized for the letters in parentheses which indicate subsections.

Deleted language is indicated by ~~strikeouts.~~

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

Adopted by the Common Council - May 7, 2002
Approved by Mayor Mark D. Boughton - May 7, 2002

ATTEST: _____
Helena Abrantes
City Clerk

COPY SHOWING DELETIONS AND NEW LANGUAGE

THAT Subsections 6-02(a) and 6-02(b) of the Code of Ordinances of Danbury, Connecticut are hereby amended to read as follows:

Sec. 6-02. Amendment of Connecticut Basic Building Code.

(a) *Fees generally:*

(1) In accordance with the provisions of Section 29-252-112.3.1 of the Connecticut Basic Building Code, before receiving a building permit the owner or his agent shall pay a fee in accordance with the following schedule and based on the value of the work to be performed:

Valuation of Work	*Fee*
For single and multi-family residential structures below one thousand dollars ($1,000.00) in value	Twenty TWO dollars ($2~~0~~2.00)
One thousand dollars ($1,000) and above	Twenty TWO dollars ($2~~0~~2.00) for the first one thousand dollars ($1,000.00) in value plus ~~ten~~ ELEVEN dollars ($1~~0~~1.00) for each additional one thousand dollars ($1,000.00) or part thereof
For commercial and industrial structures	~~Sixteen~~ EIGHTEEN dollars ($1~~6~~8.00) per one thousand dollars ($1,000.00) or part thereof
For separate permits, available at the option of the owner, covering mechanicals, electrical, plumbing, heating and air conditioning, sprinklers, chimneys and fireplaces	~~Four~~ FIVE dollars ($4~~5~~.00) for each one hundred dollars ($100.00) in value up to one thousand dollars ($1,000.00) plus ~~ten~~ ELEVEN dollars ($1~~0~~1.00) for each additional one thousand dollars ($1,000.00)

No application for a building permit shall be processed without payment of the foregoing fees. If after the filing of an application for a building permit a change is made to the scope of the work to be performed which affects the value of the work, a new fee shall be calculated. Any increase in fee shall be paid prior to the issuance of a building permit unless a building permit has already been issued, in which case said increased fee shall be paid prior to the issuance of a certificate of occupancy. Any decrease in fee resulting from a change in the work shall be refunded in accordance with the provisions of subsection (e) hereof.

(2) The fee established in paragraph 6-02(a)(1) shall cover the eight (8) inspections specified herein or so many thereof as are required or applied for on any particular project. Required inspections, to the extent applicable, include:

a. Soil conditions
b. Footing drains and waterproofing
c. Rough electrical
d. Rough plumbing
e. Framing
f. Insulation
g. Gas or oil burner
h. Final; including, but not limited to, electrical, plumbing, fire divisions and exits.

Additional inspections shall be performed for an additional fee of ~~twenty-five~~ THIRTY THREE dollars ($~~25~~33.00) per inspection. Each separate trip to the site shall be deemed to be a separate inspection. Such additional fees shall be due and payable prior to the issuance of a certificate of occupancy. The holder of a valid building permit may request that some or all of the foregoing inspections be performed outside of normal business hours. The Danbury

building official may authorize performance of such inspections outside of normal business hours if appropriate personnel are available to provide such service. No certificate of occupancy shall be issued to any permit holder for whom inspections have been performed outside of normal business hours until the permit holder has paid a fee to cover the additional expense incurred by the city in connection with such inspections. All such fees shall be in an amount equal to the wages paid to personnel performing said inspections.

(b) *Additional fees.* Before receiving a permit or certificate for the following uses or for the conduct of any of the following activities, the owner or his agent shall pay the fee prescribed below:

Type of Permit or Certificate	*Fee*
(1) Demolition permits	~~Three~~ FOUR percent (~~3~~4%) of the actual cost of demolition
(2) Permits for the moving of buildings	Two hundred and ~~fifty~~ SEVENTY FIVE dollars ($2~~50~~75.00) per building
(3) Permits for wood stoves	Fifty FIVE dollars ($5~~0~~5.00) each
(4) Permits for tanks	
a. with a capacity of six hundred and sixty (660) gallons or less	Fifty FIVE dollars ($5~~0~~5.00) each
b. with a capacity of more than six hundred and sixty (660) gallons but less than two thousand (2000) gallons	~~Seventy five~~ EIGHTY THREE dollars ($~~75~~83.00) each
c. with a capacity of two thousand (2000) gallons or more	One hundred TEN dollars ($1~~0~~10.00) each
(5) Permits for signs	
a. If ten (10) square feet or less	~~Ten~~ ELEVEN dollars ($1~~0~~1.00)
b. If in excess or ten (10) square feet	~~Ten~~ ELEVEN dollars ($1~~0~~1.00) for the first ten (10) square feet plus fifty FIVE cents ($0.5~~0~~5) for each additional square foot or part thereof
(6) Certificate of occupancy	Twenty ~~five~~ EIGHT dollars ($2~~5~~8.00) each
(7) Pools	Fifty FIVE dollars ($5~~0~~5.00) for the first one thousand dollars $1,000.00) in value plus ~~ten~~ ELEVEN dollars ($1~~0~~1.00) for each additional one thousand dollars ($1,000.00) or part thereof

Note: New language is indicated by CAPITALIZATION COMBINED WITH UNDERLINING except that capitalization is not utilized for the letters in parentheses which indicate subsections.

Deleted language is indicated by ~~strikeouts.~~

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Mark D. Boughton via the Common Council

FROM: Dominic A. Setaro, Jr., Director of Finance

RE: **CAPITAL PROJECTS**

DATE: March 27, 2002 **CERTIFICATION**

In conjunction with the Mayor's proposed budget for the fiscal year beginning July 1, 2002 and ending June 30, 2003 and his Comprehensive Capital Plan, the Mayor has requested that three projects be funded in the 2001-2002 budget as listed below.

Replacement Blower for Landfill	$21,226
Replace the HVAC System in the Police Department Pistol Range	21,500
Replace the Library Boiler and Burner	35,000

I hereby certify the availability of $77,726 to be transferred from additional State revenues that were received this year from the State of Connecticut that were not included as part of the 2001-2002 budget. We will amend the City's Revenue, Account #1000.4536, "State Revenue Sharing" in a like amount.

Should you need any additional information, feel free to give me a call.

Dominic A. Setaro, Jr.

DAS/jgb

H

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Mark D. Boughton via the Common Council

FROM: Dominic A. Setaro, Jr., Director of Finance

RE: **ORDINANCE CHANGE/WATER PERMIT FEES**

DATE: April 1, 2002

Attached you will find a copy of an ordinance amending the Water permit fees, effective July 1, 2002, which is being presented to you in conjunction with the Mayor's proposed 2002-2003 budget.

Should you need any additional information, feel free to give me a call.

Dominic A. Setaro, Jr.

DAS/jgb

WaterPermitOrd

8

ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

May 7, 2002

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

THAT Subsection 21-48(a) of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

Sec. 21-48. Connection charges.

(a) *Connection fee.* If no prior water assessment has been paid on the premises to be connected to the Danbury public water system pursuant to section 21-56 et seq. hereof, or with respect to which the use it is to be changed by adding residential units or expanding the floor area of nonresidential or mixed uses, then no connection permit shall be issued and no actual connection made until a connection fee is paid to the city according to the following:

(1) The connection fee for buildings devoted to residential uses shall be five hundred dollars ($500.00) per dwelling unit, but in no event shall said connection fee exceed two thousand five hundred dollars ($2,500.00) per building; and

(2) The connection fee for buildings devoted to either nonresidential or mixed uses shall be as follows:

Building Size (Floor Area s.f.)	Connection Fee
up to 10,000 s.f.	$ 5,000.00
from 10,001 s.f. to 25,000 s.f.	$ 10,000.00
from 25,001 s.f. to 75,000 s.f.	$ 15,000.00
over 75,000 s.f.	$ 20,000.00

Whenever a change in use results in the addition of residential units or the expansion of the floor area of a nonresidential or mixed use, the connection fee associated with said change in use shall be calculated by subtracting the connection fee that would be due hereunder for the new use from the connection fee that would be due hereunder for the old use.

Connection fees may be waived by action of the common council, provided that the city benefits from the connection by permitting future extension to said connection.

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

Adopted by the Common Council - May 7, 2002

Approved by Mayor Mark D. Boughton - May 9, 2002

ATTEST: _____

Helena Abrantes
City Clerk

COPY SHOWING DELETIONS AND NEW LANGUAGE

THAT Section 21-48(a) of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

Sec. 21-48. Connection charges.

(a) *Connection fee.* If no prior water assessment has been paid on the premises to be connected to the Danbury public water system pursuant to section 21-56 et seq. hereof, OR WITH RESPECT TO WHICH THE USE IS TO BE CHANGED BY ADDING RESIDENTIAL UNITS OR EXPANDING THE FLOOR AREA OF NONRESIDENTIAL OR MIXED USES, then no connection permit shall be issued and no actual connection made until a connection fee is paid to the city according to the following:

(1) The connection fee for buildings devoted to residential uses shall be FIVE ~~three~~ hundred dollars (~~$300.00~~ $500.00) per dwelling unit, but in no event shall said connection fee exceed TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) ~~one thousand dollars ($1,000.00)~~ per building; and

(2) The connection fee for buildings devoted to either nonresidential or mixed uses shall be AS FOLLOWS: ~~one thousand dollars ($1,000.00) per building~~.

Building Size (Floor Area s.f.)	Connection Fee
up to 10,000 s.f.	$ 5,000.00
from 10,001 s.f. to 25,000 s.f.	$ 10,000.00
from 25,001 s.f. to 75,000 s.f.	$ 15,000.00
over 75,000 s.f.	$ 20,000.00

WHENEVER A CHANGE IN USE RESULTS IN THE ADDITION OF RESIDENTIAL UNITS OR THE EXPANSION OF THE FLOOR AREA OF A NONRESIDENTIAL OR MIXED USE, THE CONNECTION FEE ASSOCIATED WITH SAID CHANGE IN USE SHALL BE CALCULATED BY SUBTRACTING THE CONNECTION FEE THAT WOULD BE DUE HEREUNDER FOR THE NEW USE FROM THE CONNECTION FEE THAT WOULD BE DUE HEREUNDER FOR THE OLD USE.

Connection fees may be waived by action of the common council, provided that the city benefits from the connection by permitting future extension to said connection.

Note: New language is indicated by CAPITALIZATION COMBINED WITH UNDERLINING except that capitalization is not utilized for the letters in parentheses which indicate subsections.

Deleted language is indicated by strikeouts

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

M E M O R A N D U M

To: Hon. Mark D. Boughton via the Common Council

From: Dominic A. Setaro, Jr., Director of Finance

Date: April 21, 2002

Re: **RESOLUTION-SAFE SUMMER YOUTH PROGRAM**

CC: R. Ryerson

Attached for your review is a resolution that allows the City of Danbury's Parks & Recreation Department to apply for and accept funding in the amount of $45,000 from the State of Connecticut Office of Policy and Management. These funds support the City's Safe Summer Youth Recreation Program for fiscal year 2002-2003. No City match is required.

We request that the Common Council consider this resolution at its May meeting.

If you have any questions or require further information, please contact my office.

Dominic A. Setaro, Jr.

DAS/jgb

C:\JGBFinance\Word Files\SummerYouth

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Office of Policy and Management will be providing funds for a Summer Youth Recreation program for at risk youth; and

WHEREAS, the purpose of the Summer Youth Recreation Program is to provide structured recreational activities directed toward youth which will combat idleness and promote positive development, self esteem and social skills; and

WHEREAS, the City of Danbury is eligible to receive a maximum grant of $45,000 for expanded or new summer youth recreation programs for the period of July 1, 2002 through the start of the school year; and

WHEREAS, the acceptance of said funds is deemed to be in the best interest of the City of Danbury with no local cash match required.

NOW, THEREFORE, BE IT RESOLVED THAT, Mayor Mark D. Boughton, or his designee, Robert Ryerson, Director of Parks and Recreation, be and hereby are authorized to apply for said grant and to execute any necessary contracts or amendments thereto should said grant be awarded to the City, and to execute any other required documents or take any other action to effectuate the purposes hereof.

OFFICE OF POLICY AND MANAGEMENT
POLICY DEVELOPMENT AND PLANNING DIVISION
SUMMER YOUTH RECREATION PROGRAM
GRANT APPLICATION FORM (REVISED 3/02)

APR 10 2002

1. Project Title Summer Youth Recreation Program IX	2. Proposed Period of Award 7/1/02 – 8/28/02
3. Name of Applicant Agency, Address City of Danbury City Hall 155 Deer Hill Avenue Danbury, CT. 06810	4. Name, Title, Address and Phone of Official Authorized to sign for Applicant Agency Mayor Mark Boughton City Hall 155 Deer Hill Avenue Danbury, CT. 06810

5. I, THE UNDERSIGNED, FOR AND ON BEHALF OF THE NAMED APPLICANT AGENCY, DO HEREWITH APPLY FOR THIS GRANT, ATTEST THAT, TO THE BEST OF MY KNOWLEDGE, THE STATEMENTS MADE HEREIN ARE TRUE, AND AGREE TO THE GENERAL AND SPECIAL GRANT CONDITIONS ATTACHED TO THIS GRANT APPLICATION FORM.

SIGNATURE_____ DATE_____

6. Name, Title, Address of Project Director Robert G. Ryerson Director Parks & Recreation Hatters Community Park 7 E. Hayestown Rd. Danbury CT.06811 Telephone Number: 203-797-4632 E-mail Address: B.Ryerson@ci.danbury.ct.us Fax: 203-797-4634	7. Name, Title, Address of Financial Officer Dominic Setaro Director of Finance City Hall 155 Deer Hill Ave. Danbury, CT. 06810 Telephone Number: 203- 797-4652 E-mail Address: Fax: 203-796-1526

8. Summary Project Description

Program will serve youth in elementary through high school grades. Program is comprehensive and targets youth at risk. A five week structure and recreation/enrichment component. Activities include basketball, teen night, music lessons, tae-kwon-do, Escape to the Arts, theater arts, special events, and field trips (transportation will be included). Overall program will operate July 1, 2002 through August 28, 2002.

9. Application is: ___ New Program Category #_____ ___ Revision of Grant #_____ X Continuation of Grant # SYNC: 94:24-07 ___ Regional	10. Summary Budget: Requested Funds: $ 45,000 First Day of the 2002 school year Aug. 28,2002 Current year expenditures & unpaid obligations through June 30 $ 42,351.77

11. Federal Employer Identification Number: 0 6 6 0 0 1 8 6 8

12. Applicant Fiscal Year End: June 30	13. Date of Last Audit: 6/30/01
14. Dates Covered by Last Audit: 7/1/00 – 6/30/01	15. Date of Next Audit: 6/30/02

16. Dates to be Covered by Next Audit: 7/1/01 – 6/30/02

BUDGET FOR REQUESTED FUNDS

APPLICANT: CITY OF DANBURY

PROJECT TITLE: SAFE SUMMER IX – RECREATION PROGRAM

			TOTAL PROJECT FUNDS
A. PERSONNEL SALARIES	ANNUAL SALARY	% OF TIME	
1. Program Coord Coordinator	$ 2400	100 %	
2. Asst. Program Coordinator	1500	100 %	
		SALARIES TOTAL	$ 3900
FRINGE BENEFITS Calculated at _____%			
		FRINGE BENEFITS TOTAL	
		PERSONNEL TOTAL	$ 3900
B. TRAVEL			
Bus travel as described in the narrative			
		TRAVEL TOTAL	$ 5000
C. EQUIPMENT PURCHASES (Description, Quantity and Unit Price)			
No equipment purchases			
		EQUIPMENT PURCHASES TOTAL	– 0 –

BUDGET FOR REQUESTED FUNDS

APPLICANT: CITY OF DANBURY

PROJECT TITLE: SAFE SUMMER IX - RECREATION PROGRAM

		TOTAL PROJECT FUNDS
D. SUPPLIES		
1. Cookout (Hatters Park)	$ 500	7. Learn & Earn $ 375
2. T-Shirts for Program	1200	8. Music & Instuments 590
3. A&C Supplies	350	
4. Cooking Supplies	400	
5. Clowning Supplies	375	
6. Sewing Supplies	350	
SUPPLIES TOTAL		$ 4,140
E. CONSULTING AND CONTRACTUAL		
1. Danbury Continuing Education	$ 4237	8. Ester Scott (Sewing) $ 1000
2. Danbury Music Center	660	9. Bongo the Clown 1000
3. Summer at Wooster	2000	10. Housing Authority 4500
4. YMCA	9300	11. Harambee Youth Ctr. 2000
5. Phyllis Shelton (Food & Fun)	1000	12. Housing Authority 1650
6. Debra Ann Davis (Learn & Earn)	1000	
7. Karen Tersak (Art)	1000	
CONSULTING AND CONTRACTUAL TOTAL		$ 29,347
F. FACILITIES		
No facility charge - Board of Education waived all rental fees.		
FACILITIES TOTAL		- 0 -
G. OTHER		
1. Admission to Sony Theater 250 x $4	$ 1000	
2. Advertising (½ page Ad in Danbury News Times and Radio Spot on WLAD	1613	
OTHER TOTAL		$ 2,613
TOTAL FUNDS REQUESTED		$ $ 45,000
TOTAL PROJECT COST		$ 45,000
PREPARED BY: Robert G. Ryerson		TITLE: Director-Parks & Rec
SIGNATURE OF PREPARER:		PHONE: 203-797-4632 DATE:

REQUESTED FUNDS BUDGET NARRATIVE

APPLICANT:	CITY OF DANBURY
PROJECT TITLE:	SAFE SUMMER IX - RECREATION PROGRAM

A.	PROGRAM COORDINATOR 40 hrs/week X 5 weeks X $12/hr.	$ 2,400	
	ASSISTANT PROGRAM COORDINATOR 30 hrs/week X 5 weeks X $10/hr.	1,500	
		$ 3,900	(total)
B.	TRANSPORTATION FOR SAFE SUMMER IX		
	1 bus 5X/week - Rogers Park to Candlewood Town Park	1,800	
	4 buses to Loew's Theater	400	
	1 mini bus for weeekly transportation(5trips total)	300	
		$ 2,500	(sub-total)
	TRANSPORTATION FOR SUNSATIONAL SUMMER (Danbury Continuing Education)		
	2 buses 5X/week for Mill Ridge Camps to Kenosia Park	$ 1,250	
	2 buses 1X/week for various off-campus field trips	1,250	
		$ 2,250	(sub-total)
	TRANSPORTATION TOTAL	$ 5,000	
C.	NO EQUIPMENT PURCHASES		
D.	SUPPLIES:		
	1. Cookout at Hatters Park to end program (catered by Marriott Services)	$ 500	
	2. 200 T-Shirts @ $6/ea. for participants	1,200	
	3. Arts & Crafts supplies for Safe Summer (Contractor - Karen Tersak)	350	
	4. Cooking Supplies for Safe Summer (Contractor - Phyllis Shelton)	400	
	5. Clowning Supplies for Safe Summer (Contractor - John Mackeiwicz)	375	
	6. Sewing Supplies for Safe Summer (Contractor - ~~Ester Scott~~ Sandy Varejao)	350	
	7. Business Supplies for Safe Summer (Contractor - Debra Ann Davis)	375	
	8. Music & Instruments for Safe Summer (Contractor - Danbury Music Center)	590	
		$ 4,140	(Total)

REQUESTED FUNDS BUDGET NARRATIVE

APPLICANT:	CITY OF DANBURY
PROJECT TITLE:	SAFE SUMMER IX - RECREATIONAL PROGRAM

E. CONSULTING/CONTRACTUAL

Danbury Continuing Education	$ 4,237
Danbury Music Center	660
Housing Authority (Bernie Armstrong)	1,650
Summer at Wooster	2,000
YMCA	9,300
Phyllis Shelton (Food & Fun)	1,000
Debra Ann Davis (Learn & Earn)	1,000
Karen Tersak (Art)	1,000
~~Ester Scott~~ (Sewing) (Sandy Varejao)	1,000
Bongo The Clown (Clowning) (John Mackiewicz)	1,000
Housing Authority (William Knight Foundation)	4,500
Harambee Youth Center	2,000
	$ 29,347 Total

F. NO FACILITY CHARGES - BOARD OF ECUCATION WAIVED ALL RENTAL FEES. - 0 -

G. OTHER:

1. Admission to Loew's Theater 250 X $4/ea	$ 1,000
2. Advertising 1/2 page ad in the Danbury News Times Radio spot on WLAD -	1,613
	$ 2,613

PROJECT NARRATIVE

APPLICANT:	CITY OF DANBURY
PROJECT TITLE:	SAFE SUMMER IX - RECREATION PROGRAM

SEE PAGE 7 and 8 FOR INSTRUCTIONS.
LABEL NARRATIVE AS FOLLOWS:

I. Project Justification: Needs Statement, Target Population, Goals
II. Project Activities: Activities, Schedule, Interagency Cooperation, Data Collection/Evaluation
III. Long-Term Funding
IV. Summary of Previous Year's Program

I. PROJECT JUSTICATION

During the past (6) six years the Danbury Public Schools, in cooperation with several community agencies including the City Recreation Department, operated an after school enrichment program for the middle school and high school students. The program was born after many risk factors affecting youth were identified. Key among those factors was the lack of recreational opportunities after school and during summer vacation months. The following factors will be addressed in this grant proposal:

- the recreational programs not adequately funded or staffed.
- peer pressure to join gangs.
- usage of alcohol, drugs and tabacco.
- graffiti and littering of public areas.
- neighborhood unsafe for unsupervised play.

The planning group recognized that it could build upon teh success of the school year prgram and continue to work toward the common goal of preventing youth from getting involved in risky behavior by offering a positive summertime recreational program.

The City's summer youth program descrived in this grant application represents the best thinking of city & school officials and youth agencies who serve this population - ages 12 - 17 years of age.

TARGET POPULATION

The program will serve 12 to 17 years of age. Program will be open to all youth with the age range and will be advertised widely within the community. Youth residing in areas of the city with high profiles of crime, drug use and gang activity will be recruited through special recruitment activities which will take place in these identified neighborhoods and housing complexes. It is anticipated that the program will serve about 1000 youth in a variety of activities.

The City of Danbury exemplifies the needs faced by urban schools today. The largest of eleven surrounding towns, the city serves an expanded population of 73,000. In the past 30 years, the city has experienced multiple changes, including population expansion, a rapidly growing number of minority residents, including Southest Asian, Hispanic, Portuguese and African American families. There are over 8,700 students enrolled in 17 schools. Minority students make up 40.6% of the total student population.

Some of Danbury's characteristic which support its status as a high need city are as follows:

- Percentage of students receiving free/reduced price meals: 29.5%
- Percentage of students with non-english home language: 27.5%

PROJECT NARRATIVE

APPLICANT:	CITY OF DANBURY
PROJECT TITLE:	SAFE SUMMER IX - RECREATION PROGRAM

SEE PAGE 7 and 8 FOR INSTRUCTIONS.
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- Percentage of adults without high school diplomas (1990): 23.2%
- Cumulative percentage of the class of 1996 who dropped out of school: 15.8%
- Hispanic students have the highest drop-out rate of all minority groups:35%
- Percent of students who are not college bound: 20%

GOALS

1. To provide recreational activities which will serve as an alternative to gang involvement.
2. To provide a range of activities which promote physical, social and emotional well-being.
3. To provide opportunities for creative expression.
4. To provide comprehensive program schedule which include daytime, late afternoon, evening and weekend activities.
5. To serve youth most at risk of gang involvement through recruitment, provision of transportation and program design.

II. PROJECT ACTIVITIES

A. ACTVITIES:

1. CORE PROGRAM

The city will use Rogers Park Middle School for its core program. We will hire a director and assistant from this grant. Counselors will be hired by the City to supplement staff.

Daily recreational programs will be offered in the gym and outdoors. Sub-contractors will offer sewing, cooking, learn to earn, art and drawing. Transportation will be included for daily trip to the City's beaches for swimming. Weekly field trips will be to a local movie venue. This program will have a registration in late June. We anticipate 200 middle school age boys and girls for the (5) five week program that meets Monday through Friday - 9:00 am until 3:00 pm.

2. HARAMBEE YOUTH CENTER

Through contractual agreement, the Harambee Youth Center will offer a (5) five week reading clinic. The goal is to remedial areas that are weak and bridge the gap that is created by the summer vacation. One fo the culminating activities is to write a book about themselves. The books are hand sewn and bound by the students. The anticipated enrollment is 20 - 30 inner city youth.

3. DANBURY MUSIC CENTER

Through contractual agreement, the Danbury Music Center will offer (7) seven scholorships in choral, fiddling, band, strings and steel drums.to deserving Danbury youth. The summer series currently serves 400 children. The culminating production of "Fiddler On The Roof" will be presented on -A10- August 8th and 9th. The scholarship

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IV. Summary of Previous Year's Program

students will have music purchased and instruments rented for their participation.

4. HOUSING AUTHORITY OF CITY OF DANBURY

Through contractual agreement, the Danbury Housing Authority and the William Knight Foundation will offer a computer and language arts camp at the Eden Drive Housing Complex. This (5) five week session will enroll 50 students from ages 5-17 who live in federal low income developments at Eden Drive and Laurel Gardens.

5. DANBURY CONTINUING EDUCATION

Through contractual agreement, the Danbury Continuing Education will offer a (5) five week program for ages 6-12 at its Sunsational Summer Camp. The camp serves 140 elementary age children Monday through Friday 9:00 am to 3:00 pm. A variety of enrichment programs are offered in the morning, followed by a free lunch and beach activities. Each week campers attend an all-day field trip to various parks and amusement sites. This grant supplements the salaries and transportation that are integral to the program.

6. WOOSTER SCHOOL

Through contractual agreement, Wooster School will offer (5) five scholarships for their summer enrichment program. This (4) four week program for boys and girls in grades K-8 willfocus in-depth in the areas of science, computers, math, music, writing and theater. These scholarships will go to (5) five at risk Danbury youth.

7. BERNIE ARMSTRONG (DANBURY HOUSING AUTHORITY)

Through contractual agreement, 160 children will be served by providing a basketball camp for (3) three weeks on weekends at the public housing communities in the City of Danbury. This program targets youth ages 10-15 years of age.

8. REGIONAL YMCA

Through contractual agreement, the Regional YMCA will offer sewing, movie making, pottery, photography and metal sculpture. Throughout July and August, 350 students will participate, culminating in a fashion show held on August 23 at 6:00pm. The kids will attend Six Flags/New England on August 26, 2002. Other class offerings will be sea kayaking on Candlewood Lake, baseball trips, a fishing program on Thursdays throughout July and August and rock climbing and ropes at Great Hollow Wilderness School in July.

PROJECT NARRATIVE

APPLICANT:	CITY OF DANBURY
PROJECT TITLE:	SAFE SUMMER IX - RECREATIONAL PROGRAM

SEE PAGE 7 and 8 FOR INSTRUCTIONS.
LABEL NARRATIVE AS FOLLOWS:

I. Project Justification: Needs Statement, Target Population, Goals
II. Project Activities: Activities, Schedule, Interagency Cooperation, Data Collection/Evaluation
III. Long-Term Funding
IV. Summary of Previous Year's Program

SCHEDULE

Field trips will be scheduled throughout July and August, seven days a week and some evenings.

1. THE CORE PROGRAM - will be scheduled July 8 through August 9, 2002 from 9:00 am - 3:00 pm, Monday through Friday.

2. HARAMBEE YOUTH CENTER - will be scheduled July 8 through August 9, 2002 for (2) two hours a day, (3) three days a week for (5) five weeks.

3. DANBURY MUSIC CENTER - recital practices are scheduled through July and August for each student. These will be held (2) two times a week for 1½ hours each.

4. HOUSING AUTHORITY OF DANBURY - will schedule its program beginning July 4, through August 9, 2002, Monday through Thursday from 8:30 am until 1:30pm.

5. WOOSTER SCHOOL - will offer (4) four week session, Monday through Friday from 9:00 am - 3:00 pm during July.

6. DANBURY CONTINUING EDUCATION - will offer camp July 2 through August 4, 2002 - Monday through Friday 9:00 am - 3:00 pm.

7. HOUSING AUTHORITY OF DANBURY (Bernie Armstrong) - will offer its program for (3) three weekends - August 3-5, August 10-12, and August 18-20.

8. REGIONAL YMCA - will offer various class during July 8 through August 29, daily 9:30 am - 5:00 pm.

INTERAGENCY COOPERATION

The City of Danbury will coordinate the Safe Summer Program with over 20 agencies. We offer free breakfast and lunch through the Danbury School food service. There are 1000 children fed daily.

PROJECT NARRATIVE

APPLICANT:	CITY OF DANBURY
PROJECT TITLE:	SAFE SUMMER IX - RECREATIONAL PROGRAM

SEE PAGE 7 and 8 FOR INSTRUCTIONS.
LABEL NARRATIVE AS FOLLOWS:

I. Project Justification: Needs Statement, Target Population, Goals
II. Project Activities: Activities, Schedule, Interagency Cooperation, Data Collection/Evaluation
III. Long-Term Funding
IV. Summary of Previous Year's Program

III. LONG TERM FUNDING PROGRAM

This summer program is viewed as one component of the communities effor to provide recreational opportunities for youth. It is anticipated that a school year enrichment program will operate during 2002.- 2003 and that it will include interagency collaborations as outlined in the proposal.

Funding for the school year program will come from a State Education Department grant program. Additionally, parent and community volunteer support will be sought to supplement the grant funded programs. The school year program had modest success utilizing volunteers during 2001 - 2002 and plan to increase volunteerism during the coming school year. For the purpose of seeking and securing funding for the following summer, that agency will collaborate during the FY 2002 - 2003.

IV. SUMMARY OF PREVIOUS YEARS' PROGRAM

PROGRAM SUCCESSES:

- Program served 200 youth ranging from 12 years to 17 years of age in its structural program. An additional 450 youth participated in the contractual programs.
- Recruitment efforts resulted in participation of youth from neighborhoods and housing complexes identified as having high profiles of crime, drug abuse and gang activities.
- Program was comprehensive in nature and included a range of activities including structural sports, recreation, cultural activities, field tripss and personal development activities.
- Program schedule included daytime, evening and weekend events.
- Parents participation and community participation was high.
- Students reported satisfaction with the program.
- Attendance was consistant.
- Special events such as movies and plays had average attendance of 80-100.
- Many events were "first time experiences" for many participants.

In summary, we know that adolescents today face enormous risks to their health, education and overall well being. There are a greater numer of single parent homes and homes were both parents work full time. To many young people spend too much time alone or with peers in destructive behavior.

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

DANBURY, CT 06810

April 19, 2002

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

Re: Fieldstone Drive
Road and Easement Acquisition

Dear Mayor and Council:

The above-referenced road was the subject of earlier Council action, wherein certain funds were designated to make repairs to Fieldstone Drive (formerly a part of the Fieldstone Acres subdivision). These repairs were completed, and it is now necessary for the City to acquire title to the road, and to acquire certain drainage easements and sanitary sewer easements on two of the parcels in the subdivision. The properties to be acquired are more fully set forth in the description attached to the resolution and on referenced maps.

Kindly consider and approve the attached resolution authorizing this office to acquire the properties and interests as indicated, subject to Planning Commission approval.

In the event you have any questions, please feel free to contact us.

Very truly yours,

Laszlo L. Pinter,
Assistant Corporation Counsel

Attachments
cc: Eric L. Gottschalk, Assistant Corporation Counsel
Patricia A. Ellsworth, Assistant City Engineer
Planning Commission

Llp/Fieldstone2

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, Fieldstone Drive was originally part of a subdivision known as Fieldstone Acres; and

WHEREAS, due to a number of circumstances since the development was first created, it is in the best interest of the City of Danbury to obtain title to this road, in order to assure proper maintenance and to acquire drainage and sewer easements necessary for present and future use; and

WHEREAS, the record title holder of the road is Charles T. Stephens, and the owners of the relevant drainage and sewer easements are Tamas Biro and Vilmos Havasi; and

WHEREAS, eminent domain proceedings will be necessary if negotiation for the acquisition of these interests is unsuccessful;

NOW, THEREFORE, BE IT RESOLVED THAT the City of Danbury, by its Common Council hereby authorizes the Office of the Corporation Counsel to acquire said fee and easement properties, as more particularly described in Exhibit A attached hereto, in accordance with the procedures established in state law, either by negotiation or by eminent domain through the institution of suit against the interested property owners and/or holders of interest in said properties, if any; said eminent domain action, if necessary, to be accomplished by or before November 5, 2002.

FIELDSTONE DRIVE

All that certain piece or parcel of land, together with all roadway and storm drainage improvements thereon, situate in the City of Danbury, County of Fairfield and State of Connecticut, shown and designated as "FIELDSTONE DRIVE" on a certain map entitled " " Fieldstone Acres" Map Showing Subdivision Prepared for Biro & Havasi Danbury, Conn." Scale 1" = 50' dated March 21, 1973, which map was prepared by Kelly Surveyors of New Canaan, Connecticut conforming to the standards of a Class A-1 survey and certified substantially correct by Peter H. Kelly R.L.S. # 8795 which map is on file in the Land Records of the City of Danbury as Town Clerk Map No. 5353.

Together with Drainage Easements on Parcels #3 and #4, as well as Sanitary Sewer Easements on Parcels #3 and #4, all as shown on said map No. 5353.

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____A. D., 200_

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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Mark D. Boughton via the Common Council

FROM: Dominic A. Setaro, Jr., Director of Finance

RE: **FIRE DEPARTMENT GRANT**

DATE: April 22, 2002

Attached you will find a resolution that would allow the City of Danbury Fire Department to apply for and accept funding from the Federal Emergency Management Agency to purchase various communication equipment. The FEMA share will be $132,642.00 and the City share will be $56,846.00. If this grant is approved, funds will have to be appropriated from the 2002-2003 Contingency Fund to cover the City match.

I have attached a copy of the grant application for your review.

Should you need any additional information, feel free to give me a call.

Dominic A. Setaro, Jr.

DAS/jgb

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Federal Emergency Management Agency has made funds available to the Danbury Fire Department for the acquisition of various pieces of fire communications equipment and training; and

WHEREAS, the total amount of said funding for such purposes is $189,488.00 of which $132,642.00 is FEMA funds and the balance of $56,846.00 is the required local share; and

WHEREAS, the Danbury Fire Department would like to apply for and accept said grant and, together with the local share, obtain the needed equipment, material and training.

NOW, THEREFORE, BE IT RESOLVED THAT Mark D. Boughton, Mayor of the City of Danbury, or his designee, Danbury Fire Chief Peter Siecienski, be and hereby is authorized to apply for and accept said grant and to execute such additional documents as may be required to effectuate the purposes thereof.

Entire Application

Standard Form 424

Application Status: IN PROGRESS User: Peter Siecienski Action Date: 3/5/2002

APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED

Applicant Identifier

1.TYPE OF SUBMISSION

Non-Construction

3. DATE RECEIVED BY STATE

State Application Identifier
N/A

4. DATE RECEIVED BY FEDERAL AGENCY

Federal Identifier

5.APPLICANT INFORMATION

Legal Name
Danbury Fire Department

Organizational Unit
N/A

Address
19 New St. Danbury
Connecticut 06810 6511

Name and telephone number of the person to be contacted on matters involving this application
Peter Siecienski 203-743-5889

6. EMPLOYER IDENTIFICATION NUMBER (EIN)
06-6001868

7. TYPE OF APPLICANT
City

8. TYPE OF APPLICATION
New

9. NAME OF FEDERAL AGENCY
Federal Emergency Management Agency

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE

NUMBER 85.554

CFDA TITLE Assistance to Firefighters Grant Program

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT

Fire Operations and Firefighter Safety

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.)

13. PROPOSED PROJECT:

Start Date:

End Date :

14. CONGRESSIONAL DISTRICTS OF:

a. Applicant

b. Project

15. ESTIMATED FUNDING

a. Federal	132642
b. Applicant	0
c. State	0
d. Local	56846
e. Other	0
f. Program Income	
g. TOTAL	189488

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
N/A

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
No

Alternate Contact Information Number 1

Title	Fire Chief
Salutation	Mr.
First Name	Peter J. Siecienski
Middle Initial	J
Last Name	Siecienski
Day Phone	203-796-1555
Evening Phone	203-743-5889
Cell Phone	203-733-1326
Fax	203-796-1533
Email	p.siecienski@ci.danbury.ct.us

Alternate Contact Information Number 2

Title	Communications Coordinator
Salutation	Mr.
First Name	Patrick
Middle Initial	
Last Name	Sniffin
Day Phone	203-796-1550 null
Evening Phone	203-792-8132 null
Cell Phone	
Fax	203-796-1533
Email	p.sniffin@ci.danbury.ct.us

Are you a member of Fire Department or authorized representative of a fire department?	yes
Are you a member of Federal Fire Department or contracted by the Federal government and solely responsible for suppression of fires on Federal property?	no
What kind of Department are you from?	Combination
If you answered combination, above, what is the percentage of career firefighters in your department?	40
How would you characterize your response/jurisdiction area?	a suburban community
How many active firefighters are in the operations/EMS division of your department?	300
What is the square mileage for your jurisdictions coverage area?	44
What is the permanent resident population of your primary/first-response area or jurisdiction served?	76000

How many stations are in your jurisdiction?	16
If the population you protect is 50,000 or less, you are required to provide a Non-Federal cost-share equal to 10 percent of the total project cost. If the population you protect is over 50,000, you are required to provide a Non-Federal cost-share equal to 30 percent of the total project cost. Are you willing to comply with this requirement?	yes
Do you currently report to the national fire incident reporting system (NFIRS)?	yes
If you answered yes, above, please enter your FDIN?	0540
If you answered no, above, will you report if you receive this grant?	
What services does your department provide?	Fire Rescue (auto extrication, etc.) EMS (non-transportation) Hazmat
* The total number of fire related fatalities in your jurisdiction over the last three years?	4
* On average, how many runs per year does your department make?	6000
* How many times have you received Mutual/Automatic Aid?	25
* How many time have you given Mutual/Automatic Aid?	25
* What is the percentage of your annual operating budget that is dedicated to personnel costs?	80 %

* What percentage of your annual operating budget is derived from:

Taxes?	99 %
Grants?	1 %
Donations?	0 %
Fund drives ?	0 %

Vehicle Profiles

* What is the age of your oldest First Line vehicle?	16 + years
* What is the age of your newest First Line vehicle?	0 - 5 years
* What is the highest mileage for your First Line vehicles?	Over 30,000
* What is the lowest mileage for your First Line vehicles?	10,001- 20,000

*How many vehicles do you have within your department by the category specified below?

	First Line	Reserve
a. Engines (or pumpers):	15	0
b. Aerial Apparatus:	1	1
c.Tankers:	5	0
d. Rescue Vehicles:	1	0

d. Rescue vehicles:	1	0
e. Other:	3	0

* List all vehicles owned and/or operated by your department, including the year of manufacture and mileage of each vehicle:

Department Call Volume

How many responses per year by category?

Structure Fire	79
Vehicle Fires	62
Vegetation Fires	49
EMS and Rescue	3086
Hazardous Condition/Materials Calls	459
Service Calls	379
Good Intent Calls	840
False Alarms	810
Other Calls and Incidents	247

Request Information

1. Activities of grant for which the funding has been applied via this application.	FireFighting Equipment Personnel Protective Equipment Wellness and Fitness Programs Training
2. Will this grant benefit more than one department?	Yes

3. If you answered Yes to Q3 above, please specify how?
Volunteer Departments within the geographical area

Activity	Number of Entries	Total Cost	Additional Funding
Firefighting Equipment	10	$ 110000	$ 4400
Personal Protective Equipment	1	$ 37000	$ 1480
Wellness and Fitness Programs	0	$ 0	$ 0
Training	3	$ 36608	$ 0

Federal Rate Sharing (%)	70/30
Budget Object Class	
a. Personnel	$ 0
b. Fringe Benefits	$ 0
c. Travel	$ 0
d. Equipment	$ 147,000
e. Supplies	$ 0
f. Contractual	$ 35,200
g. Construction	$ 0
h. Other	$ 0
i. Indirect Charges	$ 7,288
Budget Source	
Federal Share	$ 132,642
Applicant Share	$ 56,846
Total Budget	**$ 189,488**

Narratives

Please provide your narrative statement in the space provided below:

Project Narrative
Tactical Response Rapid Intervention Team Initiative
The City of Danbury, the seventh largest municipality in Connecticut supports the largest combination Department in the State. Despite the approximately 300 firefighters, it is evident that with an average 6,000 fire and rescue calls per year, there exists a glaring deficiency in firefighter and constituent safety. The lack of an organized Rapid Intervention Team (RIT) for tactical responses is a priority critical to addressing firefighter safety. The initiative, which follows, will continue to enhance the 2001 federal grant received for fire ground safety.
Scope of Project
The major goal of the City of Danbury Tactical Response, (RIT), initiative is enhancing firefighter safety. The goal parallels the objective of this grant program perfectly. This proposal will provide the rescue equipment and training to put in place the ability to protect and rescue firefighters and in many cases, the people they serve. This grant proposal will allow the Department to achieve compliance with the mandates of OSHA 1910.156, 1910.34, 1910.120 and 1910.146 respectively. The department currently lacks the equipment and training to provide what are considered to be basic rescue functions. The lack of equipment has caused the department to rely heavily on firefighters ingenuity. Despite the best efforts of firefighters, the lack of training and tools compromises our firefighters safety dramatically.
As a Department which has suffered the loss of two firefighters in a structural collapse, the importance and need of a rapid intervention team is well documented and understood. Our tactical response to five fatalities in confined space situations as well as extrications and water rescue warrant a wide range of equipment. Specifically, this grant will provide the RIT team with thermal imaging capabilities. Additionally, equipment purchases will provide the ability to handle situations with hydraulic and basic tools. Breathing apparatus, lighting and basic rope equipment will also be contained in a vehicle, which has been refurbished for response purposes. This initiative will allow us to assign existing staff to provide coverage at 100% of our incidents. This comprehensive tactical response initiative will encompass an all hazards approach to incidents that the department will encounter.
Funding Use Description
The use of grant funds for each major budget activity is detailed as follows:
Equipment:
Item 1. Thermal Imaging Devices 14,000
2. Hydraulic Rescue Tools 49,000

3. Monitoring Devices 3,000
4. Power Saws 3,200
5. Ventilation Fans 1,800
6. Portable Scene Lighting 8,000
7. Compressors 12,000
8. Technical Rescue Equipment 8,000
9. Ropes 7,000
10. Hand Tools 4,000

110,000

Personal Protective Equipment:
Item 1. SCBA's spare cylinders 37,000

Training:
Basic Training PPFF& F (trench) 16,000
Basic Rope Rescue FF II 13,600
Basic Vehicle Safety 5,600

35,200

City Finance Department Administrative Cost (2%) 3,644
City Finance Audit Expenses (2%) 3,644

Total Grant Request: 189,488

Benefits to the Community & Department:
The Tactical Response Rapid Intervention Team initiative will allow the City of Danbury Fire Department to enhance firefighters safety by implementing a Rapid Intervention Team to address all tactical concerns encountered. This team will immediately increase firefighter safety by being available for 100% of our responses.
Our documented fatalities herald the fact that this initiative will benefit the community and firefighter's safety immeasurably.
The ability to contribute to the immediate health and safety of firefighters and the public they serve is the focal point of this program and grant request. Equipment and training purchased will allow the department to comply with OSHA mandates 1910.156; 1910.134, 1910.120 and 1910.146 respectively. Most importantly it fills a void in addressing firefighters safety. This grant enhances previous fund received in addressing the safety of our personnel as they deal with a myriad of incidents.
The community of Danbury encompasses 44 square miles and an Interstate highway with eight exit/ access interchanges. There are 30 health care facilities, a major New England Trauma Center and the largest enclosed Mall on the East Coast. Twenty-six schools and two major State Universities rely on the Fire Department for emergency needs. As a suburb of New York City, the residential and Industrial base has elevated our resident population to 76,000, the seventh largest in the state. Transient population estimates place over 200,000 individuals within the city limits. The potential for incidents, which will provide tactical response difficulty for the Fire Department, is incredible.
Local Funding Options
The City of Danbury continues to fund improvements to the Fire Department on an annual basis. Unfortunately, the population growth has not increased the tax base remarkably. The State is currently experiencing a deficit that will negatively impact funding to municipalities. This lack of funding will place a heavier burden on local taxpayers and their already high per capita tax rate. Continued unfunded mandates and expectations by the public have forced the City to prioritize initiatives. The City's previous support to the Fire Department, increases in capital expenditures and the proposed 30% match are endorsements of the commitment and serious concern that the City has taken with this issue. However, local tax dollars have fallen short in our ability to bring this initiative to fruition, hence the request for federal assistance for this critical safety program.

Additional Information
The City of Danbury is situated on the southwestern edge of Connecticut. Located 30 minutes from New York

City, The City serves a resident population of 76,000. The land area of approximately 44 square miles is typical of New England topography. Land and occupancy use varies from rural residential areas to large mercantile malls. A densely populated downtown area exists in combination with residential apartments and elderly housing complexes.
The City's Fire Department operates as a combination department. The mix of career and volunteer firefighters has been in existence since 1944. The department operates 16 stations; 12 volunteer and 4 career facilities. Department records indicate an average of 6,000 fire responses a year, with an additional 7,500 responses from Emergency Medical Services.
The current operating budget of the department is in excess of 8 million dollars. The City of Danbury is one of the most unique combination Fire Departments in the country. The combined force of in excess of 175 volunteers and 110 career firefighters makes it the largest combination department in the State of Connecticut.
The benefit provided via this grant would be immediate. The program proposal will allow the department to bring a Rapid Intervention Team for tactical responses up to mandated standards, assist the City in difficult financial times and most importantly enhance firefighter safety. The impact of trained, equipped safety personnel during hostile incidents benefits firefighter and constituent safety immeasurably and immediately.

If you received a grant award in the 2001 process, does your current request relate to your 2001 award? Y

Assurances Non-Construction Programs

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitute or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-3S2) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. Section~ 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101~106), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972(P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) Comprehensive Alcohol Abuse and Alcohol Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating nondiscrimination on the basis of alcohol abuse alcoholism; (g) sections 523 and

527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute under which application for Federal assistance being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide fair and equitable treatment of persons displaced whose property is acquired as a result of Federal federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safe Standards Act (40 U.S.C. 327-333); regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with-EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground source of drinking water under the Safe Drinking Water Act of 1974, as amended, (PL 93-523); and (h) protection of endangered species under the Endangered Special Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification protection of historic properties), and Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)
14. Will comply with P.L. 93-348 regarding protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984

with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
19. It will comply with the minimum wage and maximum hours provisions of the Federal fair Labor Standards Act (29 U.S.C 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

Signed by Peter Siecienski on 2002-04-01 11:50:08.0

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons into a grant or cooperative agreement over $100,000, as defined at 44CFR Part 18, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement and extension, continuation, renewal amendment or modification of any Federal Grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.This form must be attached to certification if nonappropriated funds are to be used to influence activities.

(c) The undersigned shall require that the language of this certification be included in the award documents for all the subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontract(s)) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A, the applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in

civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and

(d) have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees other than individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.620:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
(b) Establishing an on-going drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantees policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);
(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement and
(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e. regional office or FEMA office.
(f) Taking one of the following actions, against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of

the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(8) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

Street	City	State	Zip

Signed by Peter Siecienski on 2002-04-01 11:50:08.0

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

Disclosure of Lobbying Activities

1. Type of Federal Action	2. Status of Federal Action	3. Report Type

4. Name and Address of Reporting Entity: -	5. If Reporting Entity in No.4 is a Subawardee, Enter Name and Address of Prime: -
6. Federal Department/Agency	7. Federal Program Name/Description
8. Federal Action Number *if Known*:	9. Award Amount if known
10a. Name and address of Lobbying Registrant: (if individual, last name, first name, MI) -	10b. Individuals Performing Services: (including address if different from No.10a) -

Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Mark D. Boughton via the Common Council

FROM: Dominic A. Setaro, Jr., Director of Finance

RE: **RESOLUTION – NEIGHBORHOOD ASSISTANCE ACT**

DATE: April 22, 2002

Attached for your review is a resolution that will allow the TBICO, Danbury Youth Services, Harambee and the United Way of Northern Fairfield County via the City of Danbury to apply for and accept funding from the State of Connecticut Department of Revenue Services. This funding, provided through the Connecticut Neighborhood Assistance Act, will be in the form of tax credits for businesses which contribute to community programs. No local match is required. The requested funding levels for each organization is attached.

A public hearing is required by the State of Connecticut before this resolution can be adopted We would ask that this item be referred for a public hearing.

Dominic A. Setaro, Jr.

DAS/jgb

C:\JGBFinance\NAARes.doc

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

M E M O R A N D U M

DATE: April 30,2001

TO: Hon. Mark D. Boughton
via the Common Council

FROM: Dominic A. Setaro, Jr., Director of Finance

RE: **Resolution – Library Services & Technology Act**

CC: E. McDonough

Attached for your review is a resolution that will allow Danbury Public Library to apply for and accept funding in the amount of $18,784.80 from the Connecticut State Library. The in-kind match of $5,946.00 will be met by time of current Library staff.

Attached is a copy of the grant application and budget for your review. The Common Council is requested to consider this resolution at its next meeting.

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

Dominic A. Setaro, Jr.

Attach.

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Connecticut State Library has made funds for competitive grants available to public libraries within Connecticut for the purpose of assisting Connecticut libraries in providing outreach programs for non-English speaking populations; and

WHEREAS, the Danbury Public Library has made application to the Connecticut State Library for a grant of $18,784.80 and an in-kind match of $5,946.00; and

WHEREAS, the Greater Danbury Area Chamber of Commerce's recent business survey found over two–thirds of respondents have foreign language speaking employees and employer find "with increasing information-intensive processes, literacy is a major issue for the majority of area employers"; and

WHEREAS, the Greater Danbury Area Chamber of Commerce recommends "expansion of English-As-A-Second Language courses to meet the needs of the growing adult immigrant population in the region and the promotion of the importance of English speaking skills within various ethnic groups"; and

WHEREAS, staffing is needed to open the Praxair Lab in order for individuals to practice their English language using interactive software; and

WHEREAS, the Danbury Public Library wishes to hire a part-time bi-lingual ESL coordinator to work with the Chamber to offer instruction to employees of Danbury businesses on using English language learning software and be available to assist when individuals are practicing in the Praxair Lab.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY:

1. That in accordance with the requirements of the Grant Award, the City of Danbury will provide an in-kind match of $5,946.00, the sum of which totals at least 25% of the amount of the grant.

2. That all prior acts of authorized personnel of the Danbury Public Library and the Mayor of the City of Danbury in making application for said grant are hereby ratified and that the Mayor of the City of Danbury and the Director of the Danbury Public Library are hereby authorized to accept grant funds in the amount of $18,784.80 upon approval of the City's application and to do any and all things necessary to effectuate the purposes thereof, provided, however, that any amendments to said application requiring expenditure of City of Danbury funds must receive prior approval by the Common Council.

DANBURY LIBRARY
From Text to Technology

April 22, 2002

Dear Honorable Council Members,

Danbury Public Library respectfully requests your support for the attached resolution. The resolution calls for the authorization for the library to apply for an $18,784.80 grant from the Connecticut State Library.

The grant requires an in-kind match of $5,946 which will be met by the time computer technicians currently on staff devote to this project.

The purpose of this grant is to partner with the Greater Danbury Chamber of Commerce and its member businesses to increase the English language skills within the ESL workforce population as well as open the library's Praxair lab for self-paced English language learning practice. These objectives will be met by hiring a part-time ESL coordinator.

Thank you for your consideration.

Sincerely,

Betsy

Elizabeth McDonough
Library Director

cc: Mayor Mark D. Boughton
City Clerk

170 Main Street ■ Danbury CT 06810 ■ (203) 797-4505 ■ FAX (203) 796-1677 ■ danburylibrary.org

DANBURY LIBRARY
From Text to Technology

Date: April 22, 2002

To: Dominic Setaro

From: Betsy McDonough Betsy

RE: **SUPPORTING DOCUMENTS FOR GRANT APPLICATION**

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1. Financial forms are attached to the back of the grant application.
2. Progress report forms are attached to the back of the grant application.
3. There are not contract compliance reports required for this grant.
4. There is no impact to the City during the grant year. The local in-kind match will be covered by hours worked by computer technicians in assisting in the Praxair. However, after the grant year there will be a significant impact. Duties done by the individual hired will either be stopped or funds in the library's part-time budget will need to be added in FY 03-04.
5. Attached is approval from the Personnel Department for the salary for this position.
6. A 1% audit fee is included in the grant request. See Project Budget form.
7. An administrative fee is not permissible in this grant.
8. Attached is a sample resolution.

170 Main Street ■ Danbury CT 06810 ■ (203) 797-4505 ■ FAX (203) 796-1677 ■ danburylibrary.org

DANBURY LIBRARY
From Text to Technology

Date: April 22, 2002

To: Lynne Beardsley

From: Betsy Betsy

RE: **SALARY FOR GRANT POSITION**

We will be applying for a grant from the Connecticut State Library to hire a person to work 15 hours a week from October 2002 through September 2003. A proposed job description for this position is enclosed. The salary we are proposing for this position is $18.11 per hour, for a total of $14,126. We have also included FICA/Workers Compensation and public liability funds totaling $1,193.

I understand from the City's *Policies and Procedures for Grants* that this salary needs to be approved in writing by you before I can submit my grant application to the Finance Department. Please review the enclosed and sign this page to indicate your approval. Thank you Lynne.

LAB 4/22/02

170 Main Street ■ Danbury CT 06810 ■ (203) 797-4505 ■ FAX (203) 796-1677 ■ danburylibrary.org

CITY OF DANBURY
LANGUAGE COORDINATOR

GENERAL DESCRIPTION OF DUTIES: Maintain, develop and promote the library's materials and services for those customers for whom English is a second language.

DUTIES AND RESPONSIBILITIES:

1. Design and maintain ESL web page.
2. Develop curricula for training library staff, ESL teachers and mentors for using English Learning Center software programs.
3. Conduct classes to students and ESL teachers and mentors on Ellis Learning English software.
4. Select and purchase print and non-print ESL materials for circulating collection.
5. Serve as a liaison between Library and ESL provider agencies in city as well as to those companies who want to teach their employees English.
6. Develop a concise brochure in English, Portuguese and Spanish.
7. Oversee ESL Open Houses

MINIMUM QUALIFICATIONS:

Knowledge/Skills/Ability: fluency in writing and speaking Spanish and/or Portuguese in addition to English; working knowledge of the Internet and LANs as well as Microsoft software including Word, Excel and Front Page; knowledge and experience with website creation and familiarity with web design; tact and skill in working with the public and staff; willingness to work flexible hours, including evenings and weekends.

Experience & Training: experience working in a non-profit or public agency and/or an educational setting with volunteers and clients of diverse backgrounds; demonstrated skills in organizing community partnerships, community projects and/or cooperative programs; previous experience in ESL teaching and/or tutoring; familiarity with the naturalization/immigration processes; experience in adult education a plus.

Education: Bachelor's Degree with an emphasis on education: ESL, TESOL, TEFL certificates a plus.

Supervision Received: works under the general supervision of a professional manager

CONNECTICUT STATE LIBRARY
LIBRARY SERVICES AND TECHNOLOGY ACT
APPLICATION FOR A FISCAL YEAR 02/03
PROGRAM GRANT

Applicant (Organization) Name: DANBURY PUBLIC LIBRARY

Applicant Address: 170 MAIN STREET

DANBURY, CT 06810

Project Director: Susan J. Horton, Audio Video Coordinator

Phone Number: 203-797-4505

Amount of Grant Requested: $ 18,784.80

Minimum grant award: $3,000

Maximum grant award: $20,000 (unless otherwise noted.)

Match Required: 25% of the grant amount requested

Grant Period: 10/1/02 to 9/30/03

Indicate the category in which you are applying for a grant (check one).

1. Children in Poverty ☐
2. Long Range Planning ($10,000 maximum) ☐
3. Outreach Programs for Children ☐
4. Outreach Programs for Non-English Speaking Populations ☒
5. Outreach Programs for Older Adults ☐

Please return one original and three (3) copies of the completed grant application package to:

Sheila K. Mosman
Grants and Contracts Manager
Connecticut State Library
231 Capitol Avenue
Hartford, CT 06106

A. ABSTRACT

In one paragraph, please provide a brief description of your project.

Over the past five years the Danbury Library has made library services to those learning English-as-a-Second Language (ESL) a priority. Great strides in developing collections and services have been made to meet the needs of our ESL population. Extensive print and nonprint collections are now available for customers to take home to learn or improve their English. A web page highlighting local ESL resources and agencies, an interactive citizenship test and ESL web links is under development and a 10-person computer lab has been built and equipped with comprehensive interactive English learning software installed on all computers. Outreach to ESL provider agencies and their users has resulted in a new Danbury ESL support network and a formalized citywide literacy coalition is underway. This grant application builds on these successes. It will target a new group of ESL learners, employees of Danbury area businesses through the continued funding of our Language Coordinator. The Greater Danbury Area Chamber of Commerce "Business Visitation and Expansion Survey noted in it's summary of survey results, "Business leaders made it clear that expansion here would be largely dependent on this region's continued ability to provide a literate labor force, skilled and unskilled, imbued with a strong work ethic." Working in partnership with the Chamber, the Language Coordinator will contact interested businesses and provide English language instruction to their employees using the Ellis English Language Learning and Instruction System™ software. In addition, the 10-station computer lab would be open 10 hours a week exclusively for individuals to practice their English language skills and staffed with a bilingual instructor knowledgeable about the Ellis software. In summary the two major objectives of this grant are:
1) The establishment of an effective library-business partnership for the purpose of increasing the English language skills within the ESL workforce population; and 2) the opening of the Praxair lab for self-paced English language learning and practice.

B. ADA REQUIREMENTS

1. Will your grant program be in a handicapped accessible area? (Please note that all programs, meetings, and group activities must be handicapped accessible.) Yes ☒ No ☐

   If no, please explain how will you make the program accessible to handicapped individuals.

2. Is there equal access to information, programs, and resources? (A sign language interpreter must be provided, if needed. If your LSTA grant includes purchasing library materials, you must include a variety of formats and range of reading levels to assist people with hearing, sight, and cognitive disabilities.)
   Yes ☒ No ☐

If no, your application will not be considered for funding.

3. If yes, please explain how you will provide equal access to this grant funded program.

The Library is fully accessible to handicapped inviduals. Elevators, lavoratories, meeting rooms and public areas all meet ADA standards. The Praxair Lab opened in 2002 has adjustable carrels for wheelchair access and is fully ADA compliant

C. PROGRAM PLAN

1. STATEMENT OF NEED

Describe proposed service/equipment purchase and provide documentation that supports the need for the service/equipment. Describe the compelling community need that this project will address. Identify target population. You may get advice from relevant groups/organizations in your community, from clients and from professionals in the field. Include statistics whenever possible i.e., the elderly comprise 20% of the town's population, only 40% (200) of the city's 4th graders hold library cards, etc.

STATEMENT OF NEED:

"Yearning To Learn English: Enrollment Surges As Adults Adapt To Local Culture," reads an April 8, 2002 Danbury News Times' headline. According to the article over 900 adults are currently enrolled in the Western Connecticut Regional Adult and Continuing Education program with an additional 200 waiting for the next session to begin. Another News Times front page headline on March 21st reads "Immigrant Explosion: Hispanic Numbers Continue to Surge. " According to 2000 Census figures Danbury's Hispanic population has increased by 134% jumping from 5,000 in 1990 to nearly 12,000 in 2000, far outpacing the state's growth rate of 50.3%. And according to the March 21st article, "Brazilians, possibly the biggest group of South Americans to come to the city this decade, are not counted as Hispanic mainly because they speak Portuguese, so the number of total immigrants is much higher." Some estimates put the number at 12,000, roughly the same as the Hispanic population. The ESL/Bilingual Office of the Danbury Public Schools reported 2,970 students not born in the United States or its territories are enrolled in ESL or Bilingual education classes for three years or less. The survey indicates a total of 45 countries of origin with 80% of that total coming from South American countries. Danbury's Literacy Volunteers served 600 individuals during the past year and the local Hispanic Center offers 10 classes weekly serving nearly 200 students per training session. 700 Brazilian Portuguese speaking students have completed language classes sponsored by the CBA Project over the past three years. These facts confirm what everyone living and working in Danbury already knows. The number of individuals wanting to learn English is Danbury is staggering and growing.

The National Institute for Literacy's (NIFL) 1992 National Adult Literacy Survey (NALS) cited 63.7% of the non-native born adult population, aged 16-65 in the United States to be at Level 1 competency skills. (The National Adult Literacy Survey defined Level 1 "as the ability to perform many tasks involving simple texts and documents, but display difficulty using certain reading, writing, and computational skills considered necessary for functioning in everyday life.") This puts an enormous burden on both the employer and the employee. According to the Greater Danbury Chamber of Commerce President, Stephen Bull, area companies are seeking ways to train their foreign born employees in English language skills. The Chamber's recent "Business Retention and Expansion Survey" of 33 area manufacturing companies noted, "an issue facing the labor force is the increasing impact of immigrant workers in the area." At least two-thirds of respondents indicated that they had foreign language speaking employees. Employers cited the good work ethic of immigrant workers, while indicating, "with increasingly information-intensives processes, literacy is a major issue for the majority of area employers." As the result of the survey the Chamber recommended "expansion of English-As-A-Second-Language courses to meet the needs of the growing adult immigrant population in the region and the promotion of the importance of English speaking skills within various ethnic groups." Companies in the greater Danbury area are increasingly becoming "high performance work organizations" and Level 2 and 3 competencies will be needed for them to compete for the area's jobs.

With funds from a LSTA Collection Development Grant in 1998, the Library opened an English Learning Center with two computer workstations equipped with ESL software programs for self-paced learning. 119 entries are recorded in the English Learning Center log for the month of March 2002, a 300% increase since the Center opened in the fall of 1998. To keep pace with the increased usage, the Library added a third computer workstation to the Center in September of 2000. The number of audiotapes and videos on learning English, improving grammar, preparing for citizenship, TOEFL and GED tests and a collection of cassette and book sets to practice reading is up from 240 in 1998 to 400 today. Circulation figures for this same period for

these materials is up 150%. Along with the lab and media materials, a new "International Aisle" collection of print materials in languages other than English was introduced in March of 2001 with an initial collection of 400 titles. The Library has designated $3,000 in the 2001- 02 budget for the purchase of ESL materials and $3,000 will be included in the 2002-03 budget. Eight Library staff members are bilingual in Spanish and/or Portuguese. In addition over 150 individuals attended six ESL Open Houses held between October of 2000 and March 2002. Six library tours of approximately 90 people have been conducted over the past year for ESL teachers and their students. And the Library is in the process of developing a Web page designated for non-native English speakers.

On April 11, 2002 ten Danbury provider agency representatives who service the non-English speaking population agreed to use the Library's forthcoming ESL Web page as the host site for shared resources and information. This group has met four times in the last year for the purpose of establishing a Literacy Coalition in Danbury and consolidating resource information in one central clearinghouse is the first formal step made by this emerging Coalition.

Three events in February 2002 coincided to position the Library to take a even greater leadership role in meeting the ever increasing needs of the foreign-born population living and working in Danbury. 1) A 10-station teaching lab opened in the Library's Technology Center with funds given by the Danbury based Praxair Company. 2) The Library received a generous gift to purchase the award winning Ellis English Language Learning and Instruction System™ for use in the new Praxair Lab. 3) A 2001-02 LSTA Grant was awarded which allowed the Library to hire a Language Coordinator to coordinate and consolidate the Library's ESL activities. These three components combined with this grant will enable the Danbury Library to expand its capacity as an English learning center. It will enable us to address the businees community's literacy needs and staff the Praxair Lab for self-paced practice of the English language.

Sources for factual information provided in Statement of Need:
Augusto Gomes, Bilingual/ESL District Coordinator for Danbury Public Schools
Danbury News Times, Thursday, March 21, 2002, p. A1 and Monday, April 8, 2002, p. A1
Elizabeth Bacelar, Editor of La Tribuna Newspaper and head of CBA project
Greater Danbury Chamber of Commerce "Business Visitation Survey" and Stephen Bull, Chamber President
Maria Cinta Lowe, Executive Director, The Hispanic Center of Greater Danbury
1992 National Adult Literacy Survey, conducted by National Institute for Literacy
Sis Mitchel, Western Connecticut Regional Adult and Continuing Education Director
Stephen Bull, President of the Greater Danbury Area Chamber of Commerce

2. PROJECT OBJECTIVES

Cite objectives in clear, measurable, and specific terms. The objectives should state what the project will do for the target population. Be sure the objectives are written with action verbs (e.g., to increase, to improve, etc.) and are realistic. Specify the single key result to be accomplished and include measures such as the anticipated improvement in the quality of service, the number of people to be served, and the expected % increase in usage.

OBJECTIVES:

1. Partner with Greater Danbury Area Chamber of Commerce member companies to offer ESL instruction in the use of the Ellis software to their immigrant workforce and conduct at least 20 classes during the grant period. At least 150 employees will attend these classes coming from at least seven Chamber member businesses.
2. Open the 10-station Praxair Lab for drop in, self-paced instruction for a total of 10 hours weekly beginning October 1, 2002. The number of drop-ins using the lab weekly will exceed 20 per week at end of grant period.

3. PROJECT ACTIVITIES

Describe the activities that will be undertaken to accomplish each objective. Indicate project publicity activities, recruitment of participants, time frames, etc.

Objective 1: Partnership between Library and the Greater Danbury Area Chamber of Commerce to design and conduct 20 classes during the grant period.
This partnership will be developed by the following activities:
1. The Language Coordinator in collaboration with Chamber President will develop and write curriculum for basic instruction in the use of Ellis software with emphasis on job related English language skill development to be ready for use in the teaching lab on or before December 1, 2002.
2. The Language Coordinator will contract with a Graphic Designer to produce a printed brochure that describes the Ellis software and the opportunities for businesses to send their employees to the Library for instruction
* The brochure will be ready to submit to printer by December 1, 2002.
* Brochure will be ready for distribution by December 15, 2002.
* The Language Coordinator will mail brochures to Chamber member companies with invitation to Open House on or before January 1, 2003.
3. The Library staff will host an Open House for the Greater Danbury Area Chamber of Commerce member companies and demonstrate Ellis software on or before February 1, 2003. At least 15 representatives from these companies will attend the Open House and at least seven companies will register their employees for classes taught by the Language Coordinator.
4. Finalize a schedule of classes for these employees by February 15, 2003.
5. The Language Coordinator will conduct at least 20 classes in the Praxair Teaching Lab between February 15, 2003 and September 30, 2003.
5. Reschedule a Library Technician to be available to open and close the Praxair Teaching Lab for scheduled classes.
6. Advertise the Library's instructional opportunities for improving English language skills in the Chamber of Commerce Publication "The Danbury Difference". The advertisement will appear in four of the Chamber's publications (Spring, Summer, Fall, Winter) during the grant period.
7. The Language Coordinator will contact and arrange to speak to at least two civic organizations (i.e. Lions, Rotary, etc) meetings during the course of the grant period to promote the instruction and drop-in opportunities for non-English speaking populations, emphasizing the business component and distribute brochures describing these offerings.

Objective 2: Drop-In time for independent study
1. The Library staff will host an Open House featuring the Praxair Teaching Lab on or before October 30, 2002 to introduce the drop-in, independent study opportunity to use the Ellis software to the general public. 50 people will attend and 10% will obtain library cards for the first time.
* Invitations will be sent to all ESL provider agencies.
* The Open House will be advertised in the local daily paper and two ethnic newspapers.
* Notice of the Open House will appear in the October 2002 Library Calendar.
2. Open the 10-station Praxair Teaching Lab for learners of English-as-a-Second Language on a drop-in basis for 10 hours a week beginning November 1, 2002.
3. Language Coordinator and Graphic Designer will create a flyer describing the drop in service by December 1, 2002. This flyer will be distributed to ESL provider agencies for posting and posted in appropriate places in the Library.
5. Reschedule a Library Technician to be available to open and close the Praxair Teaching Lab and be available for technical assistance during the hours the lab is open for independent study for a total of 5 hours weekly. The remaining five hours will be covered by Language Coordinator.
*The Library Technician and Language Coordinator will keep accurate records of lab usage and give monthly reports to Supervising Librarian.

4. PROJECT EVALUATION

Cite how the success of each objective will be measured. Describe the evaluation method and timetable. Attach data collection forms to be used. Provide information on project continuation and follow-up. Describe the resources you will need to continue this project next year, and indicate how you intend to fund it (list resources and how you will obtain them.)

By September 30, 2003, the following will have been accomplished:

Objective 1: Successful partnership between the Library and the Greater Danbury Area Chamber of Commerce.
*The Language Coordinator will have successfully written procedures and curricula for company employees to come to Praxair Lab for instruction by the Language Coordinator.
*1,500 printed brochures describing the Library's English language learning opportunities will be distributed to Chamber member companies by January 1, 2003.
* At least 15 representatives from area businesses will have attended an Open House for Chamber member companies.
*At least 20 classes for employees sent to Library from at least seven Chamber member companies will have been conducted by the Language Coordinator and at least 150 people will have been in attendance.
*Advertisements will have appeared in four issues of the Greater Danbury Area Chamber of Commerce publication, "The Danbury Difference" promoting the English language opportunities at the Library.
* The Language Coordinator will have been the guest speaker for at least two service/civic groups for the purpose of promoting the English learning opportunities in the Praxair Lab.

Objective 2: Drop in time for independent study on Ellis English learning software.
*At least 50 individuals from ESL service provider agencies, Chamber representatives and the general public will have attended an ESL Open House promoting library services and materials available to help non-English speaking populations improve their English language skills. Of those attending the Open House at least 10% will obtain library cards for the first time.
*The drop in hours for independent study in the Praxair Teaching lab will exceed 5,000 hours during the time period of the grant.
*Flyers will have been distributed to local ESL provider agencies and within library promoting the drop in hours in the Praxair lab for independent study on the Ellis English learning software.
*The number of individuals using the lab will exceed 20 per week at the end of the grant.

NOTES:
1. Throughout the grant period the Supervising Librarian and Language Coordinator will have met two hours each month for the purpose of information sharing and evaluation.
2. The Library Director working with Supervising Librarian will have developed and submited compelling rationale for the funding of a 15 hour a week Language Coordinator position in the 2003-04 city budget.

D. PROJECT BUDGET

Funding Category: Outreach Programs for Non English Speaking Populations

Amount Requested: $18,784.80

		A. LSTA Funds Requested	B. Local Match Cash	C. Local Match In-kind	D. Total Project A+B+C
1. a.	Personnel salary	$14,126.00		$5,946.00	$20,072.00
b.	fringe	$1,193.00			$1,193.00
2.	Travel	$35.00			$35.00
3.	Supplies	$699.00			$699.00
4.	Equipment				
5.	Rental*				
6.	Postage	$300.00			$300.00
7.	Phone				
8.	Contractual	$500.00			$500.00
9.	Printing	$150.00			$150.00
10.	Library Materials				
11.	Other (Specify) Advertising City Audit 1%	 $1,594.80 $187.00			 $1,594.80 $187.00
12.	TOTAL	$18,784.80		$5,946.00	$24,730.80

- In-kind only

Signature Elizabeth McDonough Date 4/26/02
Library Director

E. BUDGET NARRATIVE

Please **explain** briefly how proposed grant and matching funds will be expended. Refer to Instructions for Project Budget for amount and type of detail required.

1. Personnel	LSTA FUNDS	Language Coordinator - Salary - $18.11 per hour x 15 hours x 52 weeks = $14,126.00 FICA (7.65%) = $1,081 Workers Comp (salary/100*.298944) = $42.23 Public Liability (salary/1000*4.929) = $69.93
	LOCAL MATCH	Supervising Librarian's time to meet with Language Coordinator 2 hours monthly x 12 months. $25.99 x 2 hours x 12 months = $624.00 Library Technician's time to open and close lab for all activities in grant, staff Praxair Lab time for record keeping. $20.47 per hour x 5 hours weekly x 52 weeks = $5,322.00
2. Travel	LSTA FUNDS	Language Coordinator's travel to speaking engagements, delivery of flyers to ESL provider agencies and travel to coalition meetings.
	LOCAL MATCH	
3. Supplies	LSTA FUNDS	Specialty brochure paper for 1,500 brochures - 5 packs of 300 @ 64.25 per pack + 8.25% shipping ($321.25 + $26.50) (Chamber membership = 1,425) 4 packages (500 sheets per package, assorted colors) at $19.95 per package, for flyers 5 packages (100 per package) self-adhesive name badges at $3.66 per package (open house) 1 package (4-color set) Sharpie permanent markers at $7.10 (open house) 2 HP DeskJet color cartridges, 690C Series (HEW51645A) at $36.99 each. (print flyers) 2 HP DeskJet black cartridges, 690C Series (HEW51629A) at $35.99 each (print flyers)
	LOCAL MATCH	Refreshments for two Open Houses ($50.00 each)
4. Equipment	LSTA FUNDS LOCAL MATCH	
5. Rental (in-kind)	LOCAL MATCH	
6. Postage	LSTA FUNDS LOCAL MATCH	Mailings to Chamber member companies.
7. Phone	LSTA FUNDS LOCAL MATCH	
8. Contractual	LSTA FUNDS LOCAL MATCH	Contract with Graphic Designer to design brochure.
9. Printing	LSTA FUNDS LOCAL MATCH	Printing of 1,500 brochures
10. Library Materials	LSTA FUNDS LOCAL MATCH	

	LSTA FUNDS	Advertising: daily paper - 2 open houses (4 x 6 square ad = $287.40 each) and two ethnic newspapers (drop in open house only at $110.00 each) Flyers in Chamber of Commerce Publication (1425 flyers to be placed in Winter, Spring, Summer and Fall issues) - $200.00 per issue
11. Other (specify)	LOCAL MATCH	City Audit, 1% of total grant amount.

2/20/01

CONNECTICUT STATE LIBRARY
LSTA TECHNOLOGY GRANT
MIDPOINT EVALUATION

Grant Number _____

Funding Category _____

Project Director _____

Phone Number _____

Library/Organization _____

Reporting Period _____ to _____

Please limit your evaluation to one page or less.

1. In a paragraph, describe your project, identifying the original objective(s) of the project as stated in the grant application.

2. Compare the original objective(s) with accomplishments to date. Describe the activities undertaken to meet the objective(s).

3. What is being done to advertise the project? Attach a copy of any publicity or promotional materials.

4. Describe the impact of this project on your clientele.

6/97

CONNECTICUT STATE LIBRARY
LSTA ADAPTIVE TECHNOLOGY GRANT
EXPENDITURE REPORT

Project Director _____
Library/Organization _____
Address _____
_____

Grant Award $_____
Grant Number _____
Phone Number _____
Rept. Period _____ to _____

		A. LSTA Funds Expended	B. LSTA Funds Obligated*	C. Total LSTA (A+B)	D. Local Match Expended	E. Total Project C+D
1.	Computer software					
2.	Installation fees					
3.	Adaptive furniture					
4.	Equipment					
5.	Other - Describe					
6.	TOTAL					

* Please attach a copy of the purchase order, contract, etc., which makes the obligation official.

F. LSTA Funds Received to Date _____

G. LSTA Funds Expended and Obligated to Date _____

H. LSTA Funds Remaining On-hand _____
(unexpended/unobligated)

I certify that all the information contained herein is correct to the best of my knowledge.

Signature _____ Date _____
Fiscal Agent

6/97

CONNECTICUT STATE LIBRARY
LSTA TECHNOLOGY GRANT
FINAL EVALUATION

Grant Number _____

Funding Category _____

Project Director _____

Phone Number _____

Library/Organization _____

Reporting Period _____ to _____

Please limit your evaluation to one page or less.

1. Total number of persons served by this project _____

2. In a paragraph, describe your project, identifying the original objective(s) of the project as stated in the grant application.

3. Compare the original objective(s) with actual accomplishments. Describe the activities undertaken to meet the objective(s) and measurable outcomes derived.

4. What was done to advertise the project? Attach a copy of any publicity or promotional materials.

5. Describe the impact of this project on your clientele.

6/97

14-May

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

June 17, 2002

To: Mayor Mark Boughton
Members of Common Council

From: Planning Commission

Re: 8-24 Referral – May C.C. Agenda Item 14 - Life Fitness Equipment Lease

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

At the June 5, 2002 meeting, the Planning Commission made a motion that this item is improperly before them and for that reason they will not take action on it. The motion was passed unanimously.

Sincerely,

Joseph Justino
Chairman

JJ/jr

c:

Engineering Dept.
Corporation Counsel

DANBURY PUBLIC SCHOOLS
Administrative Center
63 Beaver Brook Road
Danbury, Connecticut 06810-6211
Email: longoe@danbury.k12.ct.us

Elio Longo, Jr.
Director of Finance & Support Services

(203) 797-4703
Fax: (203) 790-2875

April 30, 2002

To: Honorable Mark Boughton, Mayor
Members of the Common Council

Re: Proposed Lease of Life Fitness Equipment for DHS Exercise Room

Please find attached for your review a lease agreement package for Life Fitness exercise equipment with Kahn Muni Finance, LLP., which was formally approved by the Board of Education at the April 24th regular meeting. Mr. Chip Salvestrini, Director of Athletics, recommends the lease as an upgrade to Danbury High School's exercise room. I ask that this request be placed on the May 7th Common Council agenda and that the Common Council approves the Board of Education entering into this leasing agreement.

The Board of Education approved lease structure is for thirty-six months, 5.95% interest rate, one-dollar buyout term of equipment with a current purchase value of $70,475.00. The lease language includes a non-appropriation clause to protect the City and the Board of Education. Mr. Salvestrini intends to open the use of the modern exercise room to students, faculty and perhaps even members of the Danbury Police and Fire forces as a community outreach initiative. Funding for this lease will come from existing equipment line items in our budget and previously secured public donations. Both Mr. Salvestrini and I will be in attendance at the May 7th Common Council meeting to address any questions the Council may have. In the interim, I invite you to call me directly at 797-4703 with any questions or to request further information if needed.

Elio Longo, Jr.

Elio Longo, Jr.

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

RE: LIFE FITNESS EQUIPMENT LEASE / DANBURY PUBLIC SCHOOLS

WHEREAS, the City of Danbury is a political subdivision of the State of Connecticut and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the City of Danbury Common Council may authorize the acquisition, disposal of and encumbrance of real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the City of Danbury and its Public Schools.

WHEREAS, the City of Danbury Common Council hereby finds and determines that the execution of the "Security Agreement #020408-A" in the principal amount not exceeding the amount stated in the Amortization Schedule to be appended to the agreement for the purpose of acquiring the property ("Equipment") to be described in the Equipment Lease is appropriate and necessary to the functions and operations of the City of Danbury Board of Education.

WHEREAS, Kahn Muni Finance, LLP ("Lessor") shall act as Lessor under said Equipment Lease.

NOW, THEREFORE, be it resolved that:

Section 1. The Board of Education through the Office of the Danbury Public School Superintendent (the "Board") is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Common Council, which document is available for public inspection at the office of the City Clerk. The Board is further authorized to negotiate, enter into, execute and deliver such other documents relating to the Equipment Lease as necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

DANBURY PUBLIC SCHOOLS
Administrative Center
63 Beaver Brook Road
Danbury, Connecticut 06810-6211
Email: longoe@danbury.k12.ct.us

Elio Longo, Jr.
Director of Finance & Support Services

(203) 797-4703
Fax: (203) 790-2875

April 17, 2002

To: Board of Education
Re: Proposed Lease of Life Fitness Equipment for DHS Exercise Room

Attached you will find supporting documentation to a proposed multi-year lease of Life Fitness exercise equipment with Kahn Muni Finance, LLP. Mr. Chip Salvestrini recommends the lease as an upgrade to Danbury High School's exercise room. Mr. Salvestrini will be on hand at the April 24th BOE meeting to explain the benefits of the equipment lease. For preliminary analysis I have attached the draft contract language and four structured loan terms: 36 months, 42 months, 48 months and 60 months. Each loan term has a quoted interest rate with the nearest term lease having the lowest interest rate. All structures are for the purchase of $70,475.00 of market value equipment with a one-dollar buy-out at expiration date. At the April 24th meeting I will explain the budget impact of the lease, present the amortization schedule and interest charge of each structured lease term. My recommendation is to approve the 36-month lease term with a favorable 5.95% interest rate.

I respectfully ask that you review the accompanying materials prior to the April 24, 2002 meeting. Should you have any questions please contact me at 797-4703.

Elio Longo, Jr.

EXHIBIT # 02-118

Life Fitness

CONTRACT #
978-A-05-6169-C

Estimate

Number: **E36549**

Date: **April 08, 2002**

Bill To:

Danbury High School
Chip Salvestrini
Danbury, Ct

Ship To:

Danbury High School
Chip Salvestrini
Danbury, Ct

PO Number	Terms	Sales Rep	Client Phone	Valid For
	Lease	Ron Bergeron	203-830-6567	30 Days

Description	Quantity	Price	Tax 1	Amount
Hammer Strength Iso-Lateral Bench Press (Horizontal) ILBP-H	1.00	1,599.00		1,599.00
Hammer Strength Iso-lateral Incline Press (Horizontal) ILIPH	1.00	1,599.00		1,599.00
Hammer Strength Iso-Lateral Shoulder Press ILSP	1.00	1,599.00		1,599.00
Hammer Strength Iso-Lateral High Row ILHR	1.00	1,599.00		1,599.00
Hammer Strength Leg Extension PLLE	1.00	1,299.00		1,299.00
Hammer Strength Seated Leg Curl PLSLC	1.00	1,449.00		1,449.00
Hammer Strength Leg Press PLLP	1.00	1,999.00		1,999.00
Hammer Strength Seated Bicep PLBI	1.00	1,499.00		1,499.00
Hammer Strength Seated Dip(PLDIP)	1.00	1,349.00		1,349.00
Muscle Dynamics Power Cage MD3009	2.00	795.00		1,590.00
Optional Weight Horns For Hammer machines	36.00	25.00		900.00

LifeFitness

Estimate

Number: **E36549**

Date: **April 08, 2002**

Bill To:

Danbury High School
Chip Salvestrini
Danbury, Ct

Ship To:

Danbury High School
Chip Salvestrini
Danbury, Ct

PO Number	Terms	Sales Rep	Client Phone	Valid For
	Lease	Ron Bergeron	203-830-6567	30 Days

Description	Quantity	Price	Tax 1	Amount
Hammer Strength Dumbbell Rack 2 Tier FWDR2	2.00	660.00		1,320.00
Set Of Pro-style Dumbbell 5-100 In 5Lb Increments	1.00	2,000.00		2,000.00
Hammer Strength Olympic Flat Bench OFB	1.00	560.00		560.00
Hammer Strength Olympic Incline Bench OIB	1.00	560.00		560.00
Hammer Strength Ground Base Jammer GBJ	1.00	1,499.00		1,499.00
5000 lbs of Assorted Olympic Plates	5,000.00	0.40		2,000.00
Troy 7 ft Black Olympic Bars 1500LB Test AOB-1500B	5.00	120.00		600.00
Muscle Dynamics Hyper Extension MD 3045	1.00	390.00		390.00
Hammer Strength Deluxe Weight Tree	6.00	165.00		990.00
Freight delivery and installation	1.00	3,100.00		3,100.00

Sub-Total	**$29,500.00**
Tax 6.00% on 0.00	0.00
Total	**$29,500.00**

Life Fitness

Estimate

Number: **E36551**

Date: **April 08, 2002**

Bill To:

Danbury High School
Chip Salvestrini
Danbury, Ct

Ship To:

Danbury High School
Chip Salvestrini
Danbury, Ct

PO Number	Terms	Sales Rep	Client Phone	Valid For
	Lease	Ron Bergeron	203-797-4853	

Description	Quantity	Price	Tax 1	Amount
Life Fitness Seated Chest Press SU05	1.00	2,495.00		2,495.00
Life Fitness Shoulder Press Su25	1.00	2,495.00		2,495.00
Life Fitness Lat Pulldown Su45	1.00	2,195.00		2,195.00
Life Fitness Arm Extension SU70	1.00	2,395.00		2,395.00
Life Fitness Abdominal ST 05	1.00	2,495.00		2,495.00
Life Fitness Arm Curl SU75	1.00	2,395.00		2,395.00
Life Fitness Seated Leg Curl SL40	1.00	2,595.00		2,595.00
Life Fitness Leg Extension SL20	1.00	2,595.00		2,595.00
Life Fitness 9100 Upright Bike	4.00	1,395.00		5,580.00
Life Fitness 9100R Recumbent Bike	4.00	1,895.00		7,580.00
Life Fitness Multi-Adj Bench FB31	3.00	420.00		1,260.00
Life Fitness Seated Leg Press SL10	1.00	4,195.00		4,195.00

LifeFitness

Estimate

Number: **E36551**

Date: **April 08, 2002**

Bill To:

Danbury High School
Chip Salvestrini
Danbury, Ct

Ship To:

Danbury High School
Chip Salvestrini
Danbury, Ct

PO Number	Terms	Sales Rep	Client Phone	Valid For
	Lease	Ron Bergeron	203-797-4853	

Description	Quantity	Price	Tax 1	Amount
Freight Delivery and installation	1.00	2,700.00		2,700.00
			Sub-Total	**$40,975.00**
			Tax 6.00% on 0.00	0.00
			Total	**$40,975.00**

KAHN MUNI FINANCE AMORTIZATION SCHEDULE
Danbury Public Schools
$70,475.00 loan on 04/08/2002 at 5.95% for 12 Quarterly Payments

PAYMENT			APPLIED TO		PRINCIPAL
NUMB	DATE	AMOUNT	INTEREST	PRINCIPAL	BALANCE
1	07/08/02	6,456.12	1,048.32	5,407.80	65,067.20
2	10/08/02	6,456.12	967.87	5,488.25	59,578.95
ANNUAL TOTAL		12,912.24	2,016.19	10,896.05	
3	01/08/03	6,456.12	886.24	5,569.88	54,009.07
4	04/08/03	6,456.12	803.38	5,652.74	48,356.33
5	07/08/03	6,456.12	719.30	5,736.82	42,619.51
6	10/08/03	6,456.12	633.97	5,822.15	36,797.36
ANNUAL TOTAL		25,824.48	3,042.89	22,781.59	
7	01/08/04	6,456.12	547.36	5,908.76	30,888.60
8	04/08/04	6,456.12	459.47	5,996.65	24,891.95
9	07/08/04	6,456.12	370.27	6,085.85	18,806.10
10	10/08/04	6,456.12	279.74	6,176.38	12,629.72
ANNUAL TOTAL		25,824.48	1,656.84	24,167.64	
11	01/08/05	6,456.12	187.87	6,268.25	6,361.47
12	04/08/05	6,456.10	94.63	6,361.47	0.00
ANNUAL TOTAL		12,912.22	282.50	12,629.72	
TOTALS:		77,473.42	6,998.42	70,475.00	

KAHN MUNI FINANCE AMORTIZATION SCHEDULE
Danbury Public Schools
$70,475.00 loan on 04/08/2002 at 6.25% for 14 Quarterly Payments

PAYMENT			APPLIED TO		PRINCIPAL
NUMB	DATE	AMOUNT	INTEREST	PRINCIPAL	BALANCE
1	07/08/02	5,643.64	1,101.17	4,542.47	65,932.53
2	10/08/02	5,643.64	1,030.20	4,613.44	61,319.09
ANNUAL TOTAL		11,287.28	2,131.37	9,155.91	
3	01/08/03	5,643.64	958.11	4,685.53	56,633.56
4	04/08/03	5,643.64	884.90	4,758.74	51,874.82
5	07/08/03	5,643.64	810.54	4,833.10	47,041.72
6	10/08/03	5,643.64	735.03	4,908.61	42,133.11
ANNUAL TOTAL		22,574.56	3,388.58	19,185.98	
7	01/08/04	5,643.64	658.33	4,985.31	37,147.80
8	04/08/04	5,643.64	580.43	5,063.21	32,084.59
9	07/08/04	5,643.64	501.32	5,142.32	26,942.27
10	10/08/04	5,643.64	420.97	5,222.67	21,719.60
ANNUAL TOTAL		22,574.56	2,161.05	20,413.51	
11	01/08/05	5,643.64	339.37	5,304.27	16,415.33
12	04/08/05	5,643.64	256.49	5,387.15	11,028.18
13	07/08/05	5,643.64	172.32	5,471.32	5,556.86
14	10/08/05	5,643.69	86.83	5,556.86	0.00
ANNUAL TOTAL		22,574.61	855.01	21,719.60	
TOTALS:		79,011.01	8,536.01	70,475.00	

KAHN MUNI FINANCE AMORTIZATION SCHEDULE
Danbury Public Schools
$70,475.00 loan on 04/08/2002 at 6.75% for 16 Quarterly Payments

PAYMENT			APPLIED TO		PRINCIPAL
NUMB	DATE	AMOUNT	INTEREST	PRINCIPAL	BALANCE
1	07/08/02	5,062.88	1,189.27	3,873.61	66,601.39
2	10/08/02	5,062.88	1,123.90	3,938.98	62,662.41
ANNUAL TOTAL		10,125.76	2,313.17	7,812.59	
3	01/08/03	5,062.88	1,057.43	4,005.45	58,656.96
4	04/08/03	5,062.88	989.84	4,073.04	54,583.92
5	07/08/03	5,062.88	921.10	4,141.78	50,442.14
6	10/08/03	5,062.88	851.21	4,211.67	46,230.47
ANNUAL TOTAL		20,251.52	3,819.58	16,431.94	
7	01/08/04	5,062.88	780.14	4,282.74	41,947.73
8	04/08/04	5,062.88	707.87	4,355.01	37,592.72
9	07/08/04	5,062.88	634.38	4,428.50	33,164.22
10	10/08/04	5,062.88	559.65	4,503.23	28,660.99
ANNUAL TOTAL		20,251.52	2,682.04	17,569.48	
11	01/08/05	5,062.88	483.65	4,579.23	24,081.76
12	04/08/05	5,062.88	406.38	4,656.50	19,425.26
13	07/08/05	5,062.88	327.80	4,735.08	14,690.18
14	10/08/05	5,062.88	247.90	4,814.98	9,875.20
ANNUAL TOTAL		20,251.52	1,465.73	18,785.79	
15	01/08/06	5,062.88	166.64	4,896.24	4,978.96
16	04/08/06	5,062.98	84.02	4,978.96	0.00
ANNUAL TOTAL		10,125.86	250.66	9,875.20	
TOTALS:		81,006.18	10,531.18	70,475.00	

KAHN MUNI FINANCE AMORTIZATION SCHEDULE
Danbury Public Schools
$70,475.00 loan on 04/08/2002 at 7.25% for 20 Quarterly Payments

PAYMENT			APPLIED TO		PRINCIPAL
NUM	DATE	AMOUNT	INTEREST	PRINCIPAL	BALANCE
1	07/08/02	4,232.43	1,277.36	2,955.07	67,519.93
2	10/08/02	4,232.43	1,223.80	3,008.63	64,511.30
ANNUAL TOTAL		8,464.86	2,501.16	5,963.70	
3	01/08/03	4,232.43	1,169.27	3,063.16	61,448.14
4	04/08/03	4,232.43	1,113.75	3,118.68	58,329.46
5	07/08/03	4,232.43	1,057.22	3,175.21	55,154.25
6	10/08/03	4,232.43	999.67	3,232.76	51,921.49
ANNUAL TOTAL		16,929.72	4,339.91	12,589.81	
7	01/08/04	4,232.43	941.08	3,291.35	48,630.14
8	04/08/04	4,232.43	881.42	3,351.01	45,279.13
9	07/08/04	4,232.43	820.68	3,411.75	41,867.38
10	10/08/04	4,232.43	758.85	3,473.58	38,393.80
ANNUAL TOTAL		16,929.72	3,402.03	13,527.69	
11	01/08/05	4,232.43	695.89	3,536.54	34,857.26
12	04/08/05	4,232.43	631.79	3,600.64	31,256.62
13	07/08/05	4,232.43	566.53	3,665.90	27,590.72
14	10/08/05	4,232.43	500.08	3,732.35	23,858.37
ANNUAL TOTAL		16,929.72	2,394.29	14,535.43	
15	01/08/06	4,232.43	432.43	3,800.00	20,058.37
16	04/08/06	4,232.43	363.56	3,868.87	16,189.50
17	07/08/06	4,232.43	293.43	3,939.00	12,250.50
18	10/08/06	4,232.43	222.04	4,010.39	8,240.11
ANNUAL TOTAL		16,929.72	1,311.46	15,618.26	
19	01/08/07	4,232.43	149.35	4,083.08	4,157.03
20	04/08/07	4,232.38	75.35	4,157.03	0.00
ANNUAL TOTAL		8,464.81	224.70	8,240.11	
TOTALS:		84,648.55	14,173.55	70,475.00	

SECURITY AGREEMENT #020408-A

The Danbury Board of Education, a political body of the State of Connecticut, with a principal place of business at 63 Beaver Brook Road, Danbury, Connecticut 06810-6211, County of Hartford, and State of Connecticut (hereinafter called the "Debtor"), for valuable consideration, hereby grants to Kahn Muni Finance LLP, a Connecticut Limited Liability Partnership with a principal place of business at 885 Wells Road, Wethersfield, Connecticut 06109, County of Hartford, and State of Connecticut (hereinafter called the "Secured Party"), a security interest in each and all of the following:

LIFEFITNESS/HAMMER STRENGTH EQUIPMENT (AS LISTED SEPARATELY)

(hereinafter called "Collateral") to secure payment of a debt evidenced by the Debtor's Note, a copy of which is attached hereto as Schedule A and incorporated herein by reference, and to secure performance of every duty of the "Debtor" to the "Secured Party" under this Agreement, said Note, and any renewals of extensions thereof (hereinafter called the "Obligations"). A more particular description of the Collateral is set forth in Schedule B attached hereto. It is the true, clear, and express intention of the "Debtor" that the continuing grant of this security interest remain as security for payment and performance of the "Obligations". The notice of the continuing grant of this security interest therefore shall not be required to be stated on the face of any document representing such "Obligations", or otherwise identify it as being secured hereby. Any such "Obligations" shall be deemed to have been made pursuant to Section 9-204(3) of the Uniform Commercial Code.

The "Debtor" hereby warrants and covenants that:

1. The "Collateral" is for use by the Danbury Public Schools;
2. Except for the security interest granted hereby, the "Debtor" is the owner of the "Collateral" free from any encumbrance, rights, title or interest, and the "Debtor" will warrant and defend the same against the claims of all persons;
3. The "Debtor" will keep the "Collateral" in good order and repair, and will not permit any of it to be abused or used in any manner which violates any laws;
4. The "Collateral" will be located in the area where the "Debtor" conducts its work and shall be considered personal property. No part of the "Collateral" will be removed therefore, except temporarily and for the purpose of making repairs, or upon substitution of similar equipment of at least equal value;
5. Except insofar as new collateral of at least equal value is substituted therefore, the "Debtor" will not sell, lease, pledge, create any other security interest, or otherwise dispose of any of the "Collateral", or an interest therein;
6. The "Debtor" will not permit any other security interest to attach to any of the "Collateral" and will not permit any of the "Collateral" to be levied upon, and will not permit anything to be done that may impair the security intended to be afforded by this Agreement;

7. The "Debtor" will keep the "Collateral" insured at all times, against such risks, including, but not limited to, liability, and in such amounts, and with such insurers, as it deems necessary and adequate. Every such policy shall name the "Secured Party" as an additional insured and loss payee. The "Debtor" shall furnish a Certificate of Insurance evidencing same to the "Secured Party"; and

8. The "Debtor" agrees to fully protect and defend the "Secured Party" against all claims arising from the use or possession of the "Collateral".

9. The "Debtor" will pay, if and when due, all taxes and assessments on the "Collateral" or for its use.

The "Debtor" and "Secured Party" hereby further agree that:

10. At the request of the "Secured Party", the "Debtor" will join the "Secured Party" in executing a financing statement respecting the security interest created by this agreement;

11. The "Debtor" shall be in default of this Agreement upon the happening of any of the following events or conditions:

    (a) the "Debtor" shall fail to pay, when due, any installment of principal or interest pursuant to the Note evidencing the "Obligations", and any such failure continues for thirty (30) days after the due date thereof;

    (b) the "Debtor" becomes insolvent, or is adjudged bankrupt, or makes any assignment for the benefit of creditors;

    (c) any proceedings in which the "Debtor" is alleged to be insolvent or unable to pay debts as they mature, or any proceedings for liquidation or receivership of the "Debtor", are instituted by or against the "Debtor", and the "Debtor" consents to the same, or admits the material allegations of the petition in such proceedings,
    or such proceedings have not been dismissed within sixty (60) days after their institution; and

    (d) the "Debtor" fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by the "Secured Party".

12. Upon the occurrence of any of the events or conditions of default, the "Secured Party" shall have the right to declare the full amount of the "Obligations" then remaining unpaid to be immediately due and payable. Such right may be exercised by notice, sent by certified mail, return receipt requested, and addressed to the "Debtor" at the address shown at the beginning of this Agreement, or to such other address as the "Debtor" may request in writing. Any such notice shall be deemed to have been received five days subsequent to mailing. In that event, the "Secured Party" shall have all remedies of a "Secured Party" under the Uniform Commercial Code of Connecticut.

13. The "Debtor" agrees that all of the equipment described in this Agreement shall remain "Collateral" as security for the performance of the "Obligations" of the "Debtor" under this Agreement until all sums required to be paid under this Agreement have been paid and performed.

14. This Agreement, and all rights and liabilities hereunder, shall bind the successors and assigns of Debtor, and shall inure to the benefit of the "Secured Party" and its successors and assigns.

15. This Agreement may not be changed orally, but only by an agreement in writing signed by both parties..

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

17. The prevailing party in any civil action commenced to enforce any term or condition of this Agreement shall be entitled to recover reasonable attorneys' fee.

18. Not withstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted in any fiscal period for Lease Payments due under this Lease, Lessee will immediately notify the Lessor or its assigns of such occurrence and this Lease shall terminate on the last day of the fiscal period, PROVIDED LESSOR WAS NOTIFIED SIXTY (60) DAYS PRIOR TO THE END OF THE THEN APPLICABLE FISCAL PERIOD, for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments herein agreed upon for which funds shall have been appropriated and budgeted. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assigns on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United Stated designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Not withstanding the foregoing, Lessee agrees (i) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment obtained after the Equipment herein performing functions similar to the Equipment for the fiscal period thereafter, and (ii) that it will not during the Lease Term give priority in the application of funds to any other functionally similar equipment. NOT WITHSTANDING THE FOREGOING, THIS PARAGRAPH WILL NOT BE CONSTRUED SO AS TO PERMIT LESSEE TO TERMINATE THIS LEASE IN ORDER TO ACQUIRE OR LEASE ANY OTHER EQUIPMENT OR TO ALLOCATE FUNDS DIRECTLY OR INDIRECTLY TO PERFORM ESSENTIALLY THE SAME APPLICATION FOR WHICH THE EQUIPMENT WAS INTENDED BY EQUIPMENT OBTAINED AFTER THE EQUIPMENT HEREIN.

In order to compensate Lessor the loss of use of the Equipment during the period prior to delivery of the Equipment by Lessee to Lessor, Lessee shall pay the Rent on the Equipment, as provided in this agreement, until the Lessee has delivered the Equipment to Lessor as provided in this section, including during the period of any delay caused by the lack of governmental authorization to permit return of the Equipment to Lessor. This provision shall survive termination of this Agreement.

Dated at_____, Connecticut, this _____ day of _____ 2002.

Witnessed By

DEBTOR:

Danbury Board of Education

_____

Name (print):
Address:

By: _____

Name:
Title:

_____

Name(print):
Address:

Witnessed By:

SECURED PARTY:
Kahn Muni Finance LLP

_____

Name (print):
Address:

By:_____

Name: Bobette Reed Kahn
Title: Principal

_____

Name(print):
Address:

STATE OF CONNECTICUT)
) ss: _____, 2002
COUNTY OF)

Personally appeared _____ of the _____, as aforesaid, Signer and Sealer of the foregoing Instrument and acknowledged the same to be his/her free act and deed as such officer and the free act and deed of said Danbury Board of Education, before me.

_____

Notary Public
My Commission Expires:_____

STATE OF CONNECTICUT)
) ss: _____, 2002
COUNTY OF)

Personally appeared Bobette Reed Kahn of Kahn Muni Finance LLP, as aforesaid, Signer and Sealer of the foregoing Instrument and acknowledged the same to be his/her free act and deed as such officer and the free act and deed of said limited liability partnership, before me.

_____

Notary Public
My Commission Expires:_____

Schedule A

PROMISSORY NOTE
Transaction #020408-A

$77,473.42

April 8, 2002

FOR VALUE RECEIVED, the Danbury Board of Education, having a principal place of business at 63 Beaver Brook Road, Danbury, Connecticut 06810-6211 (hereinafter referred to as "Maker"), promises to pay to the order of Kahn Muni Finance LLP, a Connecticut Limited Liability Partnership with a principal place of business at 885 Wells Road, Wethersfield, Connecticut 06109 (hereafter referred to as "Payee"), the sum of $77,473.42. Constituting $70,475.00 principal and $6,998.42 lease/purchase finance interest. Said principal sum, together with all interest accrued to the date of payment, shall be due and payable as follows:

PAYMENT			APPLIED TO		PRINCIPAL
NUMB	DATE	AMOUNT	INTEREST	PRINCIPAL	BALANCE
1	07/08/02	6,456.12	1,048.32	5,407.80	65,067.20
2	10/08/02	6,456.12	967.87	5,488.25	59,578.95
ANNUAL TOTAL		12,912.24	2,016.19	10,896.05	
3	01/08/03	6,456.12	886.24	5,569.88	54,009.07
4	04/08/03	6,456.12	803.38	5,652.74	48,356.33
5	07/08/03	6,456.12	719.30	5,736.82	42,619.51
6	10/08/03	6,456.12	633.97	5,822.15	36,797.36
ANNUAL TOTAL		25,824.48	3,042.89	22,781.59	
7	01/08/04	6,456.12	547.36	5,908.76	30,888.60
8	04/08/04	6,456.12	459.47	5,996.65	24,891.95
9	07/08/04	6,456.12	370.27	6,085.85	18,806.10
10	10/08/04	6,456.12	279.74	6,176.38	12,629.72
ANNUAL TOTAL		25,824.48	1,656.84	24,167.64	
11	01/08/05	6,456.12	187.87	6,268.25	6,361.47
12	04/08/05	6,456.10	94.63	6,361.47	0.00
ANNUAL TOTAL		12,912.22	282.50	12,629.72	
TOTALS:		77,473.42	6,998.42	70,475.00	

All payments due hereunder shall be made at the Payee's address given above, or at such other address as the Payee may from time to time designate by written notice to the Maker.

The occurrence of one or more of the following shall constitute default under this Note ("Default"):

(i) Maker shall fail to pay, when due, any installment of principal or interest, and any such failure continues for thirty (30) days after the due date thereof;

(ii) Maker becomes insolvent, or is adjudged bankrupt, or makes any assignment for the benefit of creditors;

(iii) Any proceedings in which the Maker is alleged to be insolvent or unable to pay debts as they mature, or any proceedings for liquidation or receivership of the Maker, are instituted by or against the Maker, and the Maker consents to the same, or admits the material allegations of the petition in such proceedings, or such proceedings have not been dismissed within sixty (60) days after their institution.

(iv) Maker fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Payee.

In the Event Of Default, Payee may at its option declare the entire amount of principal and interest remaining unpaid hereunder immediately due and payable. In addition, any payment made later than thirty (30) days after the due date thereof shall include a late charge of one percent (1%) per month of the outstanding principal balance of the Note as of the date of payment.

All notices or declarations to be given hereunder shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein, or at such other address as the party may provide in writing from time to time.

Any such notice shall be deemed to have been received on the date of receipt stated on a postal return receipt for the notice.

The prevailing party in any civil action commenced to enforce any term or condition of this Note shall be entitled to recover a reasonable attorneys' fee.

This Note shall be construed in accordance with, and governed by, the laws of the State of Connecticut. This Note shall bind the successors and assigns of Maker, and shall inure to the benefit of Payee and its successors and assigns. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any such change is sought.

This Note is secured by a Security Agreement of even date herewith delivered to Payee conveying a security interest in and to certain computers, printers, networking equipment and associated equipment more particularly described in said Security Agreement.

Witnessed By:

MAKER:
Danbury Board of Education

_____
Name (print):
Address:

By: _____
Name:
Title:

_____
Name (print):
Address:

Witnessed By:

PAYEE:
Kahn Muni Finance LLP

_____
Name (print):
Address:

By: _____
Name: Bobette Reed Kahn
Title: Principal

_____
Name (print):
Address:

DEBTOR'S CERTIFICATE

TO: Kahn Muni Finance LLP
885 Wells Road
Wethersfield, CT 06109

In connection with the execution and delivery of a certain Security Agreement and Promissory Note bearing transaction #020408-A entered into between Kahn Muni Finance LLP as Secured Party and the Danbury Board of Education, a political body existing under the laws of Connecticut, as Debtor, and the execution and delivery of all related documents to the transaction, the undersigned, being the Purchasing Agent for the Debtor, does hereby certify that:

1) Debtor is a political body, duly organized, existing and operating under the constitution and laws of the State of Connecticut.

2) Debtor is authorized and has power under law to enter into the Agreement and to carry out its obligations thereunder and the transactions contemplated thereby, and all governmental or other approvals or authorizations required to enable Debtor to validly enter into the transaction and execute the Agreement and the Related Documents have been obtained.

3) The Agreement and the Related Documents have been duly authorized, approved, executed and delivered by and on behalf of Debtor and constitute the legal, valid and binding obligations of Debtor enforceable in accordance with their terms, except as enforceability may be limited by applicable bankruptcy, reorganization and other similar laws of general application relating to or affecting the rights of creditors.

4) The authorization, approval and execution of the Agreement, the Related Documents and all other proceedings of Debtor relating to the transaction contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other state and federal laws.

5) The execution and delivery of the Agreement and the Related Documents and compliance with the provisions thereof, will not conflict with or constitute a breach of or a default under any agreement or other instrument to which the Debtor is a party or by which the Debtor or its property is bound, or any court order or consent decree to which the Debtor is subject.

6) To the best of our knowledge, there is no action, suit or proceeding pending or threatened affecting Debtor before any court, administrative agency, arbitrator or governmental body that challenges the existence or organization of the Debtor, the title of any of the present officers of the Debtor to their respective offices, the authority or proceedings for the execution and delivery of the Agreement and the Related Documents, the appropriation of monies to make payments pursuant to the Agreement to the extent of such appropriations, or the authority of Debtor otherwise to perform its obligations under the Agreement and Related Documents, or in which a final decision is reasonably anticipated in a magnitude or scope which would materially and adversely affect the financial condition or operations of Debtor.

7) The property covered by the Agreement constitutes personal property and when subjected to use by Debtor will not be or become fixtures under applicable law.

8) Debtor has sufficient monies available to make all payments of rent required to be paid under the Agreement during the current fiscal year of Debtor and such monies have been properly budgeted and appropriated for this purpose in accordance with law.

It is understood and agreed that independent counsel may rely on this certification in rendering their opinion as to the exemption from federal income taxation of the interest component of payments made by Debtor pursuant to the Agreement. This certification is given to the Debtor for its benefits and for the benefits of any assignees, or investors, participants or holders of pooled investment or fund certificates.

IN WITNESS WHEREOF, we have hereunder set our hands and seal this

_____ day of _____, 2002

Purchasing Agent

STATE OF CONNECTICUT)
) ss:
COUNTY OF)

Subscribed and sworn to before me this _____ day of _____.

_____
Notary Public
My Commission Expires_____

ESSENTIAL USE/SOURCE OF FUNDS LETTER

Ladies & Gentlemen:

This confirms and affirms that the Equipment described in the Security Agreement #020408-A is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of the functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows:

To support the information services needs of the Danbury Public Schools.

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is 3 or more years.

Our source of funds for payments due under the Agreement for the current fiscal year is operating budget.

We expect and anticipate adequate funds to be requested in the Board of Education's budget request to the Town for all future payments of rent due after the current fiscal year for the following reasons:

Funds are to be included in future annual budget requests by the Board of Education to the Town.

DEBTOR:

BY: _____

TITLE: _____

INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting Secretary of the Danbury Board of Education, a body politic duly organized and existing under the laws of the State of Connecticut, that I have custody of records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (1) the signatures set opposite their respective names and titles are their true and authentic signatures and (2) such officers have the authority on behalf of such entity to enter into that certain Lease Purchase Finance Agreement #020408-A, dated _____, 2002, between such entity and Kahn Muni Finance LLP.

	NAME	TITLE	SIGNATURE
1.			
2.			

WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this _____ day of _____, 2002.

_____
Secretary of the Board of Education

INSURANCE AUTHORIZATION LETTER

_____(AGENT)

_____ (AGENCY)

_____(ADDRESS)

_____(ADDRESS)

In connection with a transaction #020408-A between Kahn Muni Finance LLP ("Secured Party") and the Danbury Board of Education ("Debtor"), you are hereby authorized and instructed to provide to the Secured Party evidence of insurance for the coverage and endorsements indicated below. Evidence of insurance in the form of a certificate is acceptable until formal endorsements can be issued. Please provide the evidence of insurance to Secured Party.

The insurance requirements listed below are required to cover the equipment described on the attached Schedule B.

LIABILITY REQUIREMENTS

a. Public liability insurance, both personal injury and property damage, with a single limit of $1,000,000 per occurrence.

b. Endorsement naming Secured Party as an additional insured with respect to this equipment.

CASUALTY DAMAGE REQUIREMENTS

The self-insured program of the Debtor covers all physical damage to the Collateral.

GENERAL REQUIREMENTS

a. Endorsement giving Secured Party thirty (30) days prior written notice of the effective date of any material alteration or cancellation of such coverage.

b. Endorsement confirming that the interest of Secured Party shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of the Debtor.

c. The Secured Party shall be named as add loss payee on Debtor's Liability Policy. The Debtor shall provide documentary evidence of this to the Secured Party no later than 30 days after the date of the signing of the Security Agreement and in any event prior to Debtor's use of this equipment.

DEBTOR:

By: _____

Title: _____

Date:_____,2002

CERTIFICATE WITH RESPECT TO
QUALIFIED TAX-EXEMPT OBLIGATIONS

I, _____, for the Danbury Board of Education (the "Debtor"), am duly charged with the authority for executing that certain Transaction #001010-A, dated as of _____, 2002 by and between Kahn Muni Finance LLP and the Debtor and do hereby certify as follows:

1) This Certificate with respect to qualified tax-exempt obligations (the "Certificate") is executed for the purpose of establishing that Debtor has designated the Transaction as a qualified tax- exempt obligation of Debtor for purposes of Section 265(b)(3)(B) of the Tax Reform Act of 1986.

2) Debtor is a political subdivision of the State of Connecticut and was in existence on _____, 2002.

3) The Debtor in calendar year 2002 is issuing the Promissory Note.

4) No portion of the gross proceeds of the Promissory Note will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.

5) The Promissory Note is issued to provide financing as a qualified project bond within the meaning of the Act.

6) This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____2002.

DEBTOR:

By:_____

Title: _____

Attest:_____

STATE OF CONNECTICUT)
) ss:
COUNTY OF)

Subscribed and sworn to before me this _____ day of _____2002.

_____
Notary Public
My Commission Expires_____

Schedule B

Transaction #020408-A

TO: Kahn Muni Finance LLP
885 Wells Road
Wethersfield, CT 06109

In connection with the execution and delivery of a certain Security Agreement and Promissory Note bearing transaction #020408-A entered into between Kahn Muni Finance LLP as Secured Party and the Danbury Board of Education, a political body existing under the laws of Connecticut, as Debtor, the undersigned, being the Purchasing Agent for the Debtor, does hereby certify that the items described below are the ones referred to in said Security Agreement.

EQUIPMENT AND IDENTIFICATION NUMBERS

Required to accompany Schedule B is a copy of the bid acceptance letter to vendor. A copy of the bill of sale will be provided within ten (10) days of receipt of equipment.

_____

Business Manager

CERTIFICATE OF ACCEPTANCE

The undersigned, as Debtor under the Security Agreement #020408-A, dated as of _____, 2002 (the "Agreement"), with Kahn Muni Finance LLP ("Secured Party"), hereby certifies:

1. The equipment, as such term is defined in the Security Agreement, has been delivered and placed in use at the following locations in the Danbury Board of Education.

   _____

   _____

2. Debtor has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes on the date indicated below. The Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and complies with the terms of the Security Agreement. Consequently, the Secured Party is hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders, for the same.

3. No event of default, as such term is defined in the Security Agreement, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.

4. Debtor acknowledges that Secured Party is neither the vendor, distributor, nor manufacturer of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

5. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Security Agreement in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor, and/or manufacturer for recourse.

6. Debtor's source of funds for making lease/purchase payments under the Security Agreement is operating budget.

Debtor confirms that the Commencement Date of the Security Agreement is as of the date hereof, and it will commence payments pursuant to the Security Agreement, in accordance with the Schedule of Payments attached hereto.

DEBTOR:

By: _____

Title: _____

Date: _____, 2002

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

RE: LIFE FITNESS EQUIPMENT LEASE / DANBURY PUBLIC SCHOOLS

WHEREAS, the City of Danbury is a political subdivision of the State of Connecticut and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the City of Danbury Common Council may authorize the acquisition, disposal of and encumbrance of real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the City of Danbury and its Public Schools.

WHEREAS, the City of Danbury Common Council hereby finds and determines that the execution of the "Security Agreement #020408-A" in the principal amount not exceeding the amount stated in the Amortization Schedule to be appended to the agreement for the purpose of acquiring the property ("Equipment") to be described in the Equipment Lease is appropriate and necessary to the functions and operations of the City of Danbury Board of Education.

WHEREAS, Kahn Muni Finance, LLP ("Lessor") shall act as Lessor under said Equipment Lease.

NOW, THEREFORE, be it resolved that:

Section 1. The Board of Education through the Office of the Danbury Public School Superintendent (the "Board") is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Common Council, which document is available for public inspection at the office of the City Clerk. The Board is further authorized to negotiate, enter into, execute and deliver such other documents relating to the Equipment Lease as necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

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Danbury Public Schools
Administrative Center
63 Beaver Brook Road
Danbury, Connecticut 06810-6211
(203) 797-4701
FAX – (203)830-6560

Timothy P. Connors
Superintendent of Schools

TO: Honorable Mark Boughton, Mayor
Members of the Common Council

RE: CDW-G Lease Agreement

Date: April 25, 2002

Please find attached for your review a lease agreement package for technology equipment for the Danbury Public Schools from CDW-G, which was formally approved by the Board of Education at the April 24th regular meeting. I ask that this request be placed on the May 7th Common Council agenda for action and that the Common Council approve the Board of Education's entering into this leasing agreement.

As the existing three year lease with Dell ends on June 30, 2002, it is our intention to execute a five-year lease agreement for $967,560 with CDW-G to provide the district with Wyse thin client computers, Dell workstations and servers, 3Com networking equipment, Hewlett-Packard printers and software. These products will be used at Danbury High School, both middle schools and elementary school offices.

Funding for this lease will come from the existing equipment line item in our budget, therefore no additional funding is required. The term of this deal is five years with a one-dollar buyout option at lease end. This length of term is made possible by our move to thin client technology with centralized control and longer equipment life, significantly leveraging our support services and reducing our total cost of ownership.

Please feel free to contact me with any questions you may have or if further information is required.

Regards,

Cc: Arthur W. Colley
Elio Longo Jr.

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

RE: CDW-G EQUIPMENT LEASE / DANBURY PUBLIC SCHOOLS

WHEREAS, the City of Danbury is a political subdivision of the State of Connecticut and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the City of Danbury Common Council may authorize the acquisition, disposal of and encumbrance of real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the City of Danbury and its Public Schools.

WHEREAS, the City of Danbury Common Council hereby finds and determines that the execution of the "Lease Purchase Agreement" ("Lease") in the principal amount not exceeding the amount stated in the Amortization Schedule to be appended to the agreement for the purpose of acquiring the property ("Equipment") to be described in the Equipment Lease is appropriate and necessary to the functions and operations of the City of Danbury Board of Education.

WHEREAS, CDW Leasing, LLC ("Lessor") shall act as Lessor under said Equipment Lease.

NOW, THEREFORE, be it resolved that:

Section 1. The Board of Education through the Office of the Danbury Public School Superintendent (the "Board") is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Common Council, which document is available for public inspection at the office of the City Clerk. The Board is further authorized to negotiate, enter into, execute and deliver such other documents relating to the Equipment Lease as necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

RE: CDW-G EQUIPMENT LEASE / DANBURY PUBLIC SCHOOLS

WHEREAS, the City of Danbury is a political subdivision of the State of Connecticut and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the City of Danbury Common Council may authorize the acquisition, disposal of and encumbrance of real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the City of Danbury and its Public Schools.

WHEREAS, the City of Danbury Common Council hereby finds and determines that the execution of the "Lease Purchase Agreement" ("Lease") in the principal amount not exceeding the amount stated in the Amortization Schedule to be appended to the agreement for the purpose of acquiring the property ("Equipment") to be described in the Equipment Lease is appropriate and necessary to the functions and operations of the City of Danbury Board of Education.

WHEREAS, CDW Leasing, LLC ("Lessor") shall act as Lessor under said Equipment Lease.

NOW, THEREFORE, be it resolved that:

Section 1. The Board of Education through the Office of the Danbury Public School Superintendent (the "Board") is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Common Council, which document is available for public inspection at the office of the City Clerk. The Board is further authorized to negotiate, enter into, execute and deliver such other documents relating to the Equipment Lease as necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

Danbury Public Schools
Administrative Center
63 Beaver Brook Road
Danbury, Connecticut 06810-6211
(203) 790-2684
FAX (203)790-2612

Arthur W. Colley
Director of Technology Services

TO: Dom Setaro, Director of Finance, Les Pinter, Assistant Corporation Counsel

RE: CDW-G Lease Agreement

Date: April 22, 2002

Please find attached for your review a lease agreement package from CDW-G, which I am submitting on behalf of Timothy P. Connors, Superintendent of Schools and Elio Longo Jr., Director of Finance and Support Services.

As the existing three year lease with Dell ends on June 30, 2002, it is our intention to execute a five-year lease agreement for $960,560 with CDW-G to provide the district with Wyse thin client computers, Dell workstations and servers, 3Com networking equipment, Hewlett-Packard printers and software. These products will be used at Danbury High School, both middle schools and elementary school offices.

Funding for this lease will come from the existing Equipment line item in our budget, no additional funding is required. The term of this deal is five years with a one dollar buyout option at lease end. This length of term is made possible by our move to thin client technology with centralized control and longer equipment life, significantly leveraging our support services and reducing our total cost of ownership.

We ask that this request be placed on the Common Council's May 7th agenda for action.

Please review this package and let me know of any concerns, required changes or recommendations that you may have.

Regards,

C: Timothy P. Connors
Elio Longo Jr.

DANBURY PUBLIC SCHOOLS
Administrative Center
63 Beaver Brook Road
Danbury, Connecticut 06810-6211
Email: longoe@danbury.k12.ct.us

Elio Longo, Jr.
Director of Finance & Support Services

(203) 797-4703
Fax: (203) 790-2875

April 17, 2002

To: Board of Education
Re: Proposed WYSE/DELL 5-Year Computer Equipment Lease

Attached you will find supporting documentation to a proposed five-year lease of computer equipment with CDW Leasing, LLC. Mr. Art Colley recommends the lease as a replacement to the current DELL Computer lease that expires at the end of this fiscal year. Mr. Colley will be on hand at the April 24th BOE meeting to explain the benefits of the replacement lease. For preliminary analysis I have attached the draft contract language and the five-year amortization table. Projected annual payments are $222,270.00 for equipment with total market value of $967,560.18 (quoted lease factor is 0.229722). Total five-year payment is $1,111,350.00. The lease is structured as a one-dollar buyout at expiration date. At the April 24th meeting I will explain the budget impact of the lease, present the amortization schedule and interest charge.

I respectfully ask that you review the accompanying materials prior to the April 24, 2002 meeting. Should you have any questions please contact me at 797-4703.

Elio Longo, Jr.

Elio Longo, Jr.

EXHIBIT # 02-119

Computing Solutions Built for Government & Education™

April 15, 2002

FAXED TO 203-790-2875

Mr. Elio Longo, Jr.
Director of Finance & Support Services
Danbury Public Schools, CT

Dear Mr. Longo:

As promised, I append an amortization schedule for our proposed equipment lease to Danbury Public Schools.

The lease factor is computed as: payment amount/selling price, or 222,270.00/967,560.18 = 0.229722.

The lease document, itself, will be finalized – *i.e.*, all blanks completed – when you have accepted our proposal and given us the necessary factual information. The choice of law will, of course, be that of your state.

Thank you, again, for this opportunity to be of service.

Sincerely,

Donald D. Zaretsky, CPA, CLP, CDP
Managing Director

Attachment: Amortization Schedule (1 page)

CDW LEASING, L.L.C.

120 South Riverside Plaza, Suite 1488, Chicago, IL 60606
OFFICE 312.863.3270 888.419.7299 FAX 312.863.3261

CDW GOVERNMENT LEASING

DANBURY PUBLIC SCHOOLS, CT

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Lease	06/01/2002				
1	06/01/2002	222,270.00	0.00	222,270.00	783,602.81
2	06/01/2003	222,270.00	41,139.15	181,130.85	602,471.96
3	06/01/2004	222,270.00	31,629.78	190,640.22	411,831.74
4	06/01/2005	222,270.00	21,621.17	200,648.83	211,182.91
5	06/01/2006	222,270.00	11,087.09	211,182.91	0.00

www.CDWG.com

CDW·G

CDW·G™
Computing Solutions Built for Government & Education™

230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Local: (847) 419-6100
Fax: (847) 419-6200
Toll-free: (800) 808-4239
www.CDWG.com

April 12, 2002

Mr. Scott Sasse
Account Manager
CDW-G, Inc.

Dear Scott:

Thank you for the opportunity to quote lease terms for your customer, Danbury Public Schools. As you requested, we are providing payment figures for a lease term of five years, with an option to purchase for one dollar, as follows:

Five annual payments of $ 222,270.00 each.

Note that the last item, above, is for a lease term of five years plus one day. We include it in the event that Danbury Public Schools finds it an attractive option. We can also accommodate other payment scenarios, such as quarterly.

Additionally, I append the following forms:

1. **Document Request** – We would need the information requested on this form in order to prepare lease documentation when the customer has decided to proceed with a lease. We will transmit these documents for review and signature, and when they are returned to us, we will immediately authorize shipment of the order.
2. **Municipal Lease-Purchase Agreement Form** – This is a form we typically use, and which has found wide acceptance. The customer may wish to have it reviewed by legal counsel.

We note that a portion of the equipment included in the quote is to be furnished by a vendor other than CDW-G, and we assure you that this will present no problem to us in our funding of the proposed transaction.

If you, or representatives of the Danbury Public Schools, should have any questions, I am at your service, any time.

Thank you, again.

Sincerely,

Donald D. Zarelsky, CPA, CDP, CLP
Managing Director
CDW Government Leasing

Attachments

LEASE-PURCHASE AGREEMENT ("LEASE")

1. LESSEE
Name: _____

Street: _____

City/State/Zip: _____
Responsible Official: _____
_____
Phone: _____

2. SUPPLIERS

(a)VENDOR: _____

(b) LESSOR: _____

3. EQUIPMENT DESCRIPTION

Cash Price $_____
Periodic Principal and Interest Payment: $_____, per _____

4. **COVENANTS:** *LESSEE represents, covenants and warrants* that (a) It is a public body corporate and politic, (b) It is a "tax-exempt issuer" within the meaning of the Internal Revenue Code, (c) It is authorized by all applicable laws to make, and perform under, this Lease, (d) ***The equipment is essentially needed*** for its proper, efficient and economic operation, (e) At the time of making the Lease, sufficient funds were appropriated to fulfill the obligations of the current fiscal year, and (f) LESSEE has not previously terminated a lease for non-appropriation, except as specifically described in a letter appended hereto.

5. **PAYMENTS:** _____ payments of $_____ per _____ are required. The first payment will be due on the Acceptance Date shown above, unless otherwise agreed to, noted and initialed by LESSOR and LESSEE in the Acceptance, above. Subsequent payments will be due on the same date of each subsequent period. A 2% ($25 minimum) charge per month will apply to payments over 10 days late. ***All payments will be made, subject only to non-appropriation*** as described in Section 7, below. Each payment will consist of principal and interest as detailed in a payment schedule to be supplied to LESSEE, as Exhibit "C" hereto, and made a part of this Lease.

6. **PURCHASE OPTION:** After making all required payments, LESSEE may purchase the equipment for $1. At any other time, LESSEE may purchase the Equipment for the then-applicable "Termination Value" shown in the payment schedule furnished by LESSOR.

7. **NON-APPROPRIATION:** If LESSEE is not allotted funds for the next Fiscal Period to continue the payments under this Lease, ***and has no funds for the purchase, lease or rental of Equipment or services to perform functions similar to those performed by the EQUIPMENT,*** and has no funds from other sources, LESSEE may terminate this lease at the end of the then current Fiscal Period, by giving ninety (90) days' written notice to LESSOR, and enclosing therewith a sworn statement by the Head of the LESSEE that the foregoing conditions exist. ***In this sole event,*** LESSEE shall not be obligated to make payments beyond the end of the then-current Fiscal Year. Upon the occurrence of this event, LESSEE agrees, if requested, to provide LESSOR with an opinion of its counsel relating to the circumstances of non-appropriation. LESSEE shall, at its sole expense, both restore the Equipment to its original condition, allowing for reasonable wear and tear, and return it to the LESSOR, or to a place designated by the LESSOR.

8. **PAYMENTS UNCONDITIONAL:** LESSEE HAS EXAMINED, TESTED AND ACCEPTED THE EQUIPMENT COVERED BY THIS LEASE. ***AS LONG AS FUNDS HAVE BEEN LEGALLY APPROPRIATED, IT WILL NOT FAIL TO MAKE AGREED PAYMENTS,*** REGARDLESS OF LOSS, DAMAGE, DESTRUCTION, MALFUNCTION OR DISREPAIR OF THE EQUIPMENT, OR DISPUTE WITH THE VENDOR FOR ANY OTHER REASON.

9. **DISCLAIMER OF WARRANTIES:** THERE ARE NO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. LESSOR, OR ANY SUCCESSOR ASSIGNEE, SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.

10. **SIGNATURES:** *Each signer warrants that he/she is fully conversant with relevant legal and regulatory provisions, and has full power to bind LESSOR and LESSEE, respectively.*

LESSEE		LESSOR	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date of this Lease:	_____		

SEE NEXT PAGE FOR GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

(a) TITLE: Title to the Equipment shall at all times be and remain in 'SSOR, until LESSEE has made all required payments or exercised its earlier .ion to purchase. The equipment is, and will remain, personal property and will not be deemed to be affixed or attached to real estate or any building thereon. LESSEE agrees to affix to the Equipment a tag, if provided by LESSOR, stating LESSOR's interest in the Equipment.

(b) REPAIRS: LESSEE, at its sole expense, shall maintain the Equipment in good operating condition and state of repair. The payments specified herein do not include maintenance or repair services, or repair or replacement parts for the Equipment, unless separately stated.

(c) TAXES: *STATE AND LOCAL TAXES* - In addition to payments specified herein, LESSEE shall promptly pay all taxes, assessments and other governmental charges (including penalties, interest, recording and registration fees, if any) levied or assessed: (1) upon the LESSEE's interest in, or use or operation of, or earnings arising from, the Equipment; and (2) against LESSOR, on account of its ownership, use or operation, leasing to the LESSEE, of the Equipment, or receipt of payments or earnings from it, exclusive, however, of taxes based on net income of LESSOR. *FEDERAL INCOME TAX REPORTING REQUIREMENTS* - LESSEE acknowledges that its compliance with the reporting requirements of the Internal Revenue Code is essential to the exemption from Federal income tax of the interest portion of payments made by LESSEE hereunder. Accordingly, LESSEE agrees that its failure to comply with those requirements shall constitute a material default hereunder which, in addition to any other remedies provided in paragraph (i) below, shall entitle LESSOR and any of its assignee(s) to be indemnified and held harmless of LESSEE for all costs, liabilities, damages, expenses, taxes and penalties (including Federal income tax penalties and interest) incurred as a result of such failure, which amount LESSEE agrees to pay upon written demand therefor. *FEDERAL INCOME TAX EXEMPTION STATUS* - LESSEE certifies that it reasonably anticipates that not more than $10,000,000 of 'qualified tax-exempt obligations' (as that term is defined in Section 265 (b) 3 (D) of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, (the 'Code')) will be issued by it and subordinate entities during the calendar year in which the Lease begins. Further, LESSEE will, by resolution, designate the Lease as comprising a portion of the $10,000,000 in aggregate issues to be designated as 'qualified tax exempt obligations' eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exemption to the general rule of the Code which provides for total disallowance of a deduction for interest expense allocable to the carrying of exempt obligations.

(d) INSPECTION: LESSOR shall have the right to enter the premises where the Equipment is located at all reasonable times, to inspect the Equipment and otherwise determine LESSEE's compliance with the terms of this Lease.

(e) ALTERATIONS: LESSEE shall make no alterations or affix any attachments to the Equipment without the prior written consent of LESSOR.

(f) THIRD-PARTY INJURY: LESSOR shall not be liable for injury to any person or damage to property resulting directly or indirectly from the operation or use of the Equipment. LESSEE shall indemnity and save LESSOR and its assignee(s) harmless from and against any loss, damage, liability, or expenses (including attorneys' fees) claimed with respect to injury to any person or damage to property resulting directly from the operation or use of the Equipment.

(g) NON-ASSIGNABILITY BY LESSEE: This Lease is personal to LESSEE. LESSEE shall not assign, sub-lease, transfer or otherwise encumber its rights in and to this Lease or the Equipment without the prior written consent of the LESSOR.

(h) RISK OF LOSS: LESSEE shall have the risk of loss, damage or destruction of the Equipment during the term of the Lease. In such event, LESSEE shall either (1) restore the equipment to good repair, condition and working order, in which event this Lease shall remain in full force and affect without abatement of payments, or (2) pay to LESSOR an amount equal to the Remaining Balance (plus interest, to the date of payment, at 12% per annum) immediately prior to the loss, damage or destruction, in which event this Lease shall terminate as to the equipment for which such payment is made at the time such payment is made.

(i) DEFAULT: In the event of default by LESSEE, in the payment of any sums due under this Lease within ten (10) days after they are due, or receivership, insolvency, or proceedings by or against LESSEE under the bankruptcy laws, or LESSEE's failure to observe or perform any other required provision of this Lease, and such default continues for fifteen (15) days after written notice thereof, by LESSOR, to LESSEE, LESSOR shall have the right to exercise any one or more of the following remedies: (1) to declare all sums due and to become due hereunder, during the then-current fiscal period, immediately due and payable, without notice or demand to LESSEE; (2) to sue for and recover all payments then accrued or thereafter accruing with respect to the Equipment; (3) to take possession of the Equipment without demand or notice wherever it may be located, with or without gal process, and retain it free from any claims of LESSEE whatsoever; (4) to .rminate this Lease; or (5) to pursue any other remedy at law or in equity. Notwithstanding any repossession or any other action which LESSOR may take, LESSEE shall be and remain liable for the full performance of all of its obligations under this Lease unless LESSOR elects, at its option, to sell or re-lease any of the repossessed Equipment to a third party, in which event the net proceeds of such sale or lease, less LESSOR's expenses incurred in connection therewith, including attorneys' fees and unrecovered cost of the Equipment, shall be applied to the total amount due by LESSEE under this Lease and LESSEE shall be obligated to pay LESSOR any deficiency. All of the foregoing remedies are cumulative and may be exercised concurrently or separately. LESSEE shall pay all costs and legal expenses incurred by LESSOR in collecting, or attempting to collect, any sums due hereunder or in securing possession of the Equipment. LESSEE consents to the personal jurisdiction of the courts, and the applicability of the laws, of the State of _____ with respect to any dispute arising out of the Lease.

(j) ASSIGNMENT BY LESSOR: This Lease, the Equipment and any payments by LESSEE due or to become due under it, may be assigned or otherwise transferred, either in whole or in part, by LESSOR and its assignee, without affecting any obligations of LESSEE, and in such event LESSOR's transferee or assignee shall have all the rights, powers, privileges and remedies of LESSOR hereunder to the extent of such transfer or assignment. Any assignee's rights shall be free from all defenses, set-offs or counterclaims which LESSEE may be entitled to assert against LESSOR. No assignee shall be obligated to perform any duty or condition required to be performed by LESSOR under the terms of this Lease.

(k) DETERMINATION OF PAYMENT AMOUNT: LESSOR and LESSEE hereby acknowledge that the amount, number and due dates of the payments required under this Lease have been established by negotiation between LESSEE and VENDOR, and have been agreed to by them. Such amount, number and due dates contemplate the addition to the equipment cost of compensation for the securing of third-party funding of this Lease. LESSOR and LESSEE agree that the rate of return to the LESSOR, or to a successor assignee, as shown on the supplied amortization schedule, shall be the interest rate applicable to this Lease.

(l) ADMINISTRATIVE SUPPORT: LESSEE may, from time to time, be required to file, or assist in the filing of, reports to regulatory and/or taxing authorities, which may be necessary to establish, perfect or maintain the legality and/or tax-exempt status of this Lease, or to execute documents needed for LESSOR's financing. LESSEE promises to promptly make such filings or to render such assistance as may, from time to time, be reasonably requested by LESSOR or its Assigns, and to indemnity and hold harmless LESSOR or its assigns from any cost, expense or other damage caused by its failure to do so. LESSEE hereby further authorizes LESSOR to file UCG-1 financing statements without LESSEE's signature, and to fill in dates and other obvious minor corrections on this Lease.

(m) SEVERABILITY: Any term or provision of this Lease found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of the Lease.

(n) ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties regarding the Equipment, and there are no representations, warranties, promises, guarantees or agreements, oral or written, expressed or implied, between the parties hereto with respect to the Lease. ***No modification or amendment hereof shall be binding upon the LESSOR unless made in writing and executed on behalf of LESSOR by its duly authorized officer or agent.***

THIS LEASE CONSISTS OF THE FOLLOWING DOCUMENTS:

DELIVERY & ACCEPTANCE CERTIFICATE

LEASE-PURCHASE AGREEMENT DATED: _____

ACCEPTANCE DATE OF EQUIPMENT: _____
(First Payment Due Date)

EQUIPMENT:

LESSEE:

VENDOR:

LESSOR:

The equipment was specified and selected by us. We have received it in good order and condition, and it is acceptable to us. We approve payment by you to the VENDOR, and hereby certify that the VENDOR has fully and satisfactorily performed all of its obligations under the LEASE. This will advise you that we have carefully read the LEASE, and are fully aware of our obligations under it. WE AGREE TO ENFORCE, IN OUR OWN NAME, ALL WARRANTIES OR REPRESENTATIONS WHICH THE VENDOR HAS MADE TO US.

_____
Signature

Name: _____
Title: _____
Date: _____

CDW-GOVERNMENT LEASING

Phone: 888-419-4299 Fax: 312-863-3261 e-mail: dzaretsky@leaseit.cdw.com

REQUEST FOR LEASE DOCUMENTS

REQUEST SUBMITTED BY: ON (DATE):

* * * * * * * * * * *

TELL US ABOUT THE LESSEE:

EXACT LEGAL NAME:
KIND OF ORGANIZATION:
COMPLETE ADDRESS:

FEDERAL EMPLOYERS ID NO:
OFFICIAL CONTACT NAME AND TITLE:
PHONE NO:
DESIGNATED SIGNER OF LEASE NAME AND TITLE:

LEASE TERM:

INDICATE THE EQUIPMENT BEING LEASED:

CDW*G QUOTE NO.	DOLLAR AMOUNT	AGREED PERIODIC PMT

EQUIPMENT WILL BE LOCATED AT:

Documents to be reviewed and signed should be sent to:

PLEASE ANSWER THESE QUESTIONS:

If a replacement or upgrade, how long was the previous equipment in use, and why is this replacement/upgrade being made?

What, specifically, is it being used for?

What increased capabilities will it provide?

Why is it essential to the operations of your organization?

For how long do you expect it to be useful to you?

What is the expected source of funds for the lease payments, for this and later years?

CDW•G Industry Recognition

Throughout our history, many things have changed at CDW, our parent company. We've grown, expanded and continue to flourish. One thing has remained the same--CDW's unwavering commitment to our customers. Our founding philosophy is "success means never being satisfied." Each day, we strive for perfection and achieve excellence along the way. Our pursuit of excellence is widely recognized throughout the industry. CDW is publicly traded on NASDAQ under the symbol CDWC. With more than $2.5 billion in 1999 annual sales, we are on track to break 4 billion this year. CDW is here to serve your needs today, and will be here to serve your needs in the future as well. Working with CDW is working with confidence.
Here are some of the highlights.

2000:

- **100 Best Companies to Work for in America**
  ranked No. 11
  FORTUNE magazine
- **Torch Award for Ethics in the Marketplace, ranked No. 1 in Large Company category**
  Council of Better Business Bureau
- **Fortune 1000 company, ranked No. 560**
  FORTUNE magazine
- **No. 1 Reseller of the Year -- CDW·G**
  Federal Computer Week
- **Information Week 500, No. 23**
  Information Week
- **America's 100 Fastest Growing Companies, No.94**
  FORTUNE magazine
- **Top 100 Catalogers, No. 5**
  Catalog Age
- **Information Technology 100, No. 6**
  Business Week
- **100 Best Places to Work in IT**
  Computerworld
- **Best Place to Buy Software/Monitors**
  Computer Shopper **Best Practice Champions**
  American Express American Retail Excellence Best Practice Study

1999:

- **100 Best Companies to Work for in America**, ranked No. 36
  FORTUNE magazine
- **No. 53 of The Internet 500**
  Interactive Week
- **No. 55 of the 500 most innovative corporate users of information technology.**
  Information Week
- **Hot 10 Companies to Watch -- CDW•G**
  Federal Computer Week
- **Top 100 U.S. Catalogers, ranked No. 7**
  Catalog Age
- **No. 1 e-commerce site for IT buyers - www. cdw.com**
  PC Week
- **100 Best Places to Work in IT, No. 74**
  Computer World
- **Top 100 Hottest Companies on the Net, Highest ranked company in the category of computer products - overall ranking, No. 43**
  Business 2.0

- **Fortune 1000 company, ranked at 746**
  FORTUNE magazine
- **Better Business Bureau National Torch Award for Marketplace Ethics, Finalist**
  Council of Better Business Bureaus

1998:

- **Top Shelf Award for Most Efficient Operations for an Internet Retailer**
- **Top Shelf Award for Overall Industry-Best Catalog**
  Computer Retail Week
- **World Class Sales Award -- Best in Class for the computer and software industry**
  Overall ranking, No. 42
  The H.R. Chally Group
- **Better Business Bureau Torch Award for Marketplace Ethics**
  Better Business Bureau-Chicago/Northern Illinois Chapter
- **Top Channel Award**
  Compaq Computer Corporation
- **Best Place to Buy Printers**
- **Best Place to Buy Monitors**
- **Best Place to Buy Upgrade Components and Accessories**
  Computer Shopper
  Each year, Computer Shopper readers cast ballots for their favorite hardware and software products, as well as the direct marketers they count on most. In addition, the Computer Shopper editorial team turns the spotlight on those direct marketers and the product that they felt impacted the direct channel most significantly. In 1998, CDW received more Computer Shopper "Best Buy" awards than any other company
- **Top 100 Direct Dealers of 1998**
  PC Computing
- **Chicago's Largest Public Companies**, ranked No. 66
  Crain's Chicago Businesses
- **Chicago's Top 100 Companies of 1998**, ranked No. 73
  Chicago Tribune
- **Best of the Web**
  Family PC
- **Top 100 U.S. Catalogers**, ranked No. 11
  Catalog Age
- **Chicago's Fastest-Growing Public Firms**, ranked No. 31
  Crain's Chicago Business
- **America's 100 Fastest-Growing Companies**
  FORTUNE magazine
- **Ten Best Online Merchants**, ranked No. 6
  Information Week
- **InformationWeek 500**
  No. 60 of the 500 most innovative corporate users of information technology
  Information Week
- **100 Most Influential Companies**
  PC Magazine
- **Top 100 Retail Leaders**, ranked No. 34
  Wideband Magazine

Art Colley - Total Hardware Costs

From: <scotsas@cdwg.com>
To: <collea@danbury.k12.ct.us>
Date: 4/12/2002 3:42 PM
Subject: Total Hardware Costs

Art, here's the total hardware costs:

> QUOTE GN79207 Total$ 483,802.41
> QUOTE GN69106 Total$ 140,051.00
> QUOTE GR54015 Total$ 67,721.77
> QUOTE GR53412 Total$ 68,765.00
>
> Dell Servers Total$ 150,000.00
> **per customer budgeted cost
>
> Dell Teacher Workstation
> **per customer budgeted cost
> Total$ 36,820.00
>
> Dell Computer Lab
> **per customer budgeted cost
> Total$ 20,400.00
>
>
> Total$ 967,560.18
>
>
>

> Scott Sasse
> CDW Government / Education Account Manager
> Computing Solutions Built for Government & Education
> Toll Free: 866-339-3534
> Direct Phone: 312-705-8917
> Direct Fax: 312-705-8217
> Email: scotsas@cdwg.com
> Web Address: www.cdwg.com

>
>

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SALES QUOTATION

ACCOUNT NO.		DATE
GN79207	6508438	3/22/2002

BILL TO
CARLOSVAS
63BEAVERBROOKRD

DANBURYPUBLICSCHOOLS
DANBURY,CT06810-6211

Customer Phone# 2037902618

SHIP TO
DANBURYPUBLICSCHOOLS
63BEAVERBROOKRD

CARLOSVAS
DANBURY,CT06810-6211
Contact:CARLOSVAS203-790-2618

Customer P.O.# WYSE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
SCOTTSASSE866-339-3534	FEDEXGROUND	RequestTerms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
700	258502	WYSEWINTERM3730LE Mfg#:WYS-901892-03	510.00	357000.00
25	272021	HPLJ4100N25PPM Mfg#:H-P-C8050A#ABA	1352.00	33800.00
50	279080	HPLJ1200N15PPMW/NIC Mfg#:H-P-C7048A#ABA	514.00	25700.00
18	344128	3COMSS3SWITCH440048PT10/100 Mfg#:3CO-3C17204-US	1889.00	34002.00
1	302928	3COMSS3440024PT10/100SWITCH Mfg#:3CO-3C17203-US	932.00	932.00
7	302933	3COM100BASE-FXMODULE Mfg#:3CO-3C17222	345.00	2415.00
6	302936	3COMSS34400STACKINGKIT Mfg#:3CO-3C17227	285.00	1710.00
3	258530	3COMSS3SWITCH4900SX12PT Mfg#:3CO-3C17702US	4183.00	12549.00
1	244133	3COMSS349004PT1000BSXMODULE Mfg#:3CO-3C17710	1743.00	1743.00
		AskyourAccountManageraboutour GSASchedule#:GS-35F-0195J		

SUBTOTAL	SALES TAX	FREIGHT	TOTAL
469,851.00	.00	13,951.41	483,802.41

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VERNON HILLS SHOWROOM
200 N. MilwaukeeA venue,Verno nH ills, IL60061
Phone: 847-465-6000 Fax:84 7-465-6800

CHICAGO SHOWROOM
315W .Grand Avenue, Chicago, IL60610
Phone:31 2-527-2700 Fax: 312-527-2798

Please remit payment to:
CDW Government, Inc.
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

CDW·G™

Computing Solutions
Built for Government & Education™
www.CDWG.com

SALES QUOTATION

ACCOUNT NO.		DATE
GN69106	6508438	3/22/2002

BILL TO
CARLOSVAS
63BEAVERBROOKRD
DANBURYPUBLICSCHOOLS
DANBURY,CT06810-6211

SHIP TO
DANBURYPUBLICSCHOOLS
63BEAVERBROOKRD
CARLOSVAS
DANBURY,CT06810-6211
Contact:CARLOSVAS203-790-2618

Customer Phone# 2037902618

Customer P.O.# CITRIXQUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
SCOTTSASSE866-339-3534	DROPSHIP-SECONDD	RequestTerms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	344150	ACADCITRIXMFXPE1.0SRVRLICLE Mfg#:CEL-EW2EXLE000U	20000.00	140000.00
7	299519	ACADCITRIXMFXPE1.0CONNPK100U Mfg#:CEL-EW2ECLE0100	42.85	42.85
1	299543	CITRIXMFXPEV1.0MEDIA Mfg#:CRX-EW73XPE0000		
		AskyourAccountManageraboutour GSASchedule#:GS-35F-0195J		

SUBTOTAL	SALES TAX	FREIGHT	TOTAL
140,042.85	.00	8.15	140,051.00

BUY WITH CONFIDENCE. CDW IS A FORTUNE 500 COMPANY.

VERNON HILLS SHOWROOM
200 N. MilwaukeeA venue,Verno nH ills, IL60061
Phone: 847-465-6000 Fax:84 7-465-6800

CHICAGO SHOWROOM
315W .Grand Avenue, Chicago, IL60610
Phone:31 2-527-2700 Fax: 312-527-2798

Please remit payment to:
CDW Government, Inc.
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

CDW·G™

Computing Solutions
Built for Government & Ed ucation™
www.CDWG.com

SALES QUOTATION

ACCOUNT NO.		DATE
GR53412	6508438	4/11/2002

BILL TO
CARLOSVAS
63BEAVERBROOKRD
DANBURYPUBLICSCHOOLS
DANBURY,CT06810-6211

SHIP TO
DANBURYPUBLICSCHOOLS
63BEAVERBROOKRD
CARLOSVAS
DANBURY,CT06810-6211
Contact:CARLOSVAS203-790-2618

Customer Phone # 2037902618

Customer P.O. # MSSELECTQUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
SCOTTSASSE866-339-3534	DROPSHIP-NEXTDAY	RequestTerms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
50	295223	ACADMSSELOFFICEXPPRO/FNTLVLA Mfg#:MSA-B68-00055	62.50	3125.00
20	254833	ACADMSSELW2000ADVSRVRM/LLVLA Mfg#:MSA-C10-00469	362.00	7240.00
700	254839	ACADMSSELW2000CALM/LLVLA Mfg#:MSA-C78-00478	5.00	3500.00
700	254851	ACADMSSELW2000TERMSVCSLVLA Mfg#:MSA-C79-00537	32.00	22400.00
650	295574	ACADMSSELOFFICEXPPROA/L Mfg#:MSA-269-04644	50.00	32500.00
		AskyourAccountManageraboutour GSASchedule#:GS-35F-0195J		

SUBTOTAL		SALES TAX		FREIGHT	TOTAL	
68,765.00		.00		.00		68,765.00

BUY WITH CONFIDENCE. CDW IS A FORTUNE 500 COMPANY.

VERNON HILLS SHOWROOM
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SALES QUOTATION

ACCOUNT NO.		DATE
GR54015	6508438	4/11/2002

BILL TO
CARLOSVAS
63BEAVERBROOKRD

DANBURYPUBLICSCHOOLS
DANBURY,CT06810-6211

Customer Phone # 2037902618

SHIP TO
DANBURYPUBLICSCHOOLS
63BEAVERBROOKRD

CARLOSVAS
DANBURY,CT06810-6211
Contact:CARLOSVAS203-790-2618

Customer P.O. # HPWORKSTATIONSQUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
SCOTTSASSE866-339-3534	FEDEXGROUND	RequestTerms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
25	362247	HPWKSTNX21008/1.720GB128MBW2K Mfg#:HPW-A7822A#ABA	1259.00	31475.00
25	371545	HPDVDWRITER200IDVD+RW Mfg#:H-P-Q2101A#ABA	469.00	11725.00
25	365618	HP80GBULTRAATA/1007200K Mfg#:H-P-A7802A	254.00	6350.00
25	340160	ATIRADEON700032MBDDRAGP2D/3D Mfg#:ATI-100-430265	63.00	1575.00
25	341080	HPIEEE1394OHCI/FIREWIRECARD Mfg#:H-P-A7809A	85.00	2125.00
25	300569	VIEWSONICE70M17IN.27MM1280X1024 Mfg#:VIE-E70M	179.00	4475.00
25	212530	KINGSTON512MBHPKAYAKXU800 Mfg#:KIN-KTH-XU800/512	189.00	4725.00
25	382617	HPDIGITALVIDEOPRODUCTIONBNDL Mfg#:H-P-A7831A	166.00	4150.00
		----------INSTALLSUMMARY---------- 362247HPWKSTNX21008/1.720GBQty:25 **Itemstobeinstalled** 371545HPDVDWRITER200IDVD+RWQTY:25 365618HP80GBULTRAATA/100720QTY:25 340160ATIRADEON700032MBDDRQTY:25		

SUBTOTAL		SALES TAX		FREIGHT	TOTAL ➧	Continued

BUY WITH CONFIDENCE. CDW IS A FORTUNE 500 COMPANY.

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SALES QUOTATION

ACCOUNT NO.		DATE
GR54015	6508438	4/11/2002

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CARLOSVAS
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SHIP TO
DANBURYPUBLICSCHOOLS
63BEAVERBROOKRD

CARLOSVAS
DANBURY,CT06810-6211
Contact:CARLOSVAS203-790-2618

Customer P.O.# HPWORKSTATIONSQUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
SCOTTSASSE866-339-3534	FEDEXGROUND	RequestTerms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		341080HPIEEE1394OHCI/FIREWIRQTY:25 OPERATINGSYSTEM:Windows2000 AskyourAccountManageraboutour GSASchedule#:GS-35F-0195J		

SUBTOTAL		SALES TAX		FREIGHT	TOTAL	
66,600.00		.00		1,142.65		67,742.65

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Chicago, IL 60675-1515

16

CITY OF DANBURY

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

May 1, 2002

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Mill Plain Swamp/Open Space and Watershed Acquisition
CTDEP

Dear Mayor and Council:

The attached resolution reaffirms an approval by this Council authorizing the Mayor to execute a contract with the State of Connecticut Department of Environmental Protection. The contract provides the City of Danbury with a grant to partially offset the purchase of 35 acres of open space property in the Still River Watershed. As the resolution indicates, the City purchased this property two years ago for $250,000.00, with the help of a grant from the CTDEP for $108,000.00. The CTDEP has asked the City to re-authorize the contract to incorporate a few minor adjustments and to reflect the change in the Office of Mayor.

Kindly consider the adoption of the resolution in order that we can close this matter with the CTDEP as soon as possible.

Please give me a call in the event you have any questions.

Very truly yours,

Laszlo L. Pinter,
Assistant Corporation Counsel

Attachment
cc: Dominic A. Setaro, Jr. Director of Finance
Robert J. Yamin, Corporation Counsel
Jack Kozuchowski, Health Department

Llp/mpswamp

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Department of Environmental Services has made available a grant for the purposes of purchasing open space land; and

WHEREAS, the Health and Housing Department of the City of Danbury, after approval by the Common Council, applied for a grant to purchase land known as Mill Plain Swamp; and

WHEREAS, pursuant to the Open Space and Watershed Land Acquisition Program, the City of Danbury was approved to receive a grant for said purchase; and

WHEREAS, said purchase was consummated on February 2, 2000 for the consideration of $250,000.00; and

WHEREAS, in order to conclude the financial components of the transaction, the City of Danbury must execute a Grant Agreement with the State of Connecticut authorizing a grant amount of $108,000.00 to be provided to the City of Danbury for these purposes.

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Mark D. Boughton, having been elected as Mayor on December 1, 2001 and continuing his term through November 30, 2003 and being authorized to enter into agreements and contracts on behalf of the City of Danbury, be and hereby is authorized to execute an OPEN SPACE AND WATERSHED LAND ACQUISITION GRANT AGREEMENT-CITY OF DANBURY MILL PLAIN SWAMP PROPERTY OSWA-35 with the State of Connecticut for financial assistance to acquire and manage open space land pursuant to Section 7-131d of the Connecticut General Statutes.

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Department of Environmental Services has made available a grant for the purposes of purchasing open space land; and

WHEREAS, the Health and Housing Department of the City of Danbury, after approval by the Common Council, applied for a grant to purchase land known as Mill Plain Swamp; and

WHEREAS, pursuant to the Open Space and Watershed Land Acquisition Program, the City of Danbury was approved to receive a grant for said purchase; and

WHEREAS, said purchase was consummated on February 2, 2000 for the consideration of $250,000.00; and

WHEREAS, in order to conclude the financial components of the transaction, the City of Danbury must execute a Grant Agreement with the State of Connecticut authorizing a grant amount of $108,000.00 to be provided to the City of Danbury for these purposes.

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Mark D. Boughton, having been elected as Mayor on December 1, 2001 and continuing his term through November 30, 2003 and being authorized to enter into agreements and contracts on behalf of the City of Danbury, be and hereby is authorized to execute an OPEN SPACE AND WATERSHED LAND ACQUISITION GRANT AGREEMENT-CITY OF DANBURY MILL PLAIN SWAMP PROPERTY OSWA-35 with the State of Connecticut for financial assistance to acquire and manage open space land pursuant to Section 7-131d of the Connecticut General Statutes.

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

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

May 1, 2002

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

Dear Mayor Boughton and Common Council Members:

State of Connecticut Local Bridge Program Application
Rose Hill Avenue over Still River

The deadline for submission of State of Connecticut Local Bridge Program Fiscal Year 2003 preliminary applications for grants and loans for qualifying bridge projects is May 17, 2002.

The City of Danbury Capital Budget Request for the fiscal year 2002-2003 includes funding for the City match for the reconstruction of the Rose Hill Avenue Bridge over the Still River.

Under the State Local Bridge Program, municipalities are reimbursed by grant a percentage of the cost of the project. The City of Danbury reimbursement percentage is 31.14%. The program also has provisions for funding loans to municipalities in an amount equal to 50% of the project cost.

The Public Works Department would like to begin the process of the replacement of this bridge by submitting a preliminary application to the State of Connecticut. If the State determines that the project meets its criteria and adequate funding is available, it will issue a "Commitment to Fund" the project. When a "Commitment to Fund" is issued, the City would begin the design process. At that time a public hearing would be required and the Mayor would need to be authorized to execute a detailed "Supplemental Application" for funding.

At this time we request that Mayor Mark D. Boughton be authorized to sign the preliminary application prepared by our office for funding of repairs to the Rose Hill Avenue bridge over the Still River.

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

Very truly yours,

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

C: Dominic A. Setaro, Jr.
Eric I. Gottschalk, Esq.

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury wishes to undertake the reconstruction of Rose Hill Avenue Bridge over the Still River; and,

WHEREAS, the Connecticut Local Bridge Program allows municipalities to make application to the state for grants and loans for such projects; and,

WHEREAS, under the terms of said program, municipalities may be reimbursed for costs incurred in connection with such projects at the rate of 31.14% and may be eligible for loans in an amount equal to 50% of project costs; and,

WHEREAS, Public Works Department recommends that the City of Danbury submit a preliminary application to the State of Connecticut for funding of the reconstruction of the Rose Hill Avenue Bridge; and,

WHEREAS, the reconstruction of said bridge and the city's participation in the Connecticut Local Bridge Program for said purpose is in the best interests of the City of Danbury;

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT, Mayor Mark D. Boughton be and hereby is authorized to make preliminary application for funding of repairs to the Rose Hill Avenue Bridge pursuant to the Connecticut Local Bridge Program.

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury wishes to undertake the reconstruction of Rose Hill Avenue Bridge over the Still River; and,

WHEREAS, the Connecticut Local Bridge Program allows municipalities to make application to the state for grants and loans for such projects; and,

WHEREAS, under the terms of said program, municipalities may be reimbursed for costs incurred in connection with such projects at the rate of 31.14% and may be eligible for loans in an amount equal to 50% of project costs; and,

WHEREAS, Public Works Department recommends that the City of Danbury submit a preliminary application to the State of Connecticut for funding of the reconstruction of the Rose Hill Avenue Bridge; and,

WHEREAS, the reconstruction of said bridge and the city's participation in the Connecticut Local Bridge Program for said purpose is in the best interests of the City of Danbury;

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT, Mayor Mark D. Boughton be and hereby is authorized to make preliminary application for funding of repairs to the Rose Hill Avenue Bridge pursuant to the Connecticut Local Bridge Program.

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Mark D. Boughton via the Common Council

FROM: Dominic A. Setaro, Jr., Director of Finance

RE: **RESOLUTION – PREVENTIVE HEALTH CARE BLOCK GRANT**

DATE: May 1, 2002

CC: Melanie Bonjour

Attached for your review is a resolution that will allow the City of Danbury, Department of Health and Housing, to apply for and accept funding from the State of Connecticut, Department of Public Health in the amount of $14,101. This grant for the time period July 1, 2002 to June 30, 2003 requires no local in-kind match.

Attached is a copy of the budget and impact statement for your review. The Common Council is requested to consider this resolution at its next special or regular meeting. If you have any questions, or require any further information, please contact my office at 203-797-4652.

Dominic A. Setaro, Jr.

DAS/jgb

IV. FUNDING APPLICATION

Cover Page

Name of Program: Youth Violence Prevention

Applicant Agency

Legal Name: City of Danbury, Incorporated
Address: 155 Deer Hill Avenue
Town/City, State, Zip Code: Danbury, Connecticut 06810
Telephone No.: (203) (797- 4510)
Fax No.: (203) (796-1666)
E-Mail Address: health.staff@ci.danbury.ct.us
Amount Requested (May not exceed award amount): $14,101

Contract Start Date: 07/01/02 End Date: 06/30/03

Incorporated x Yes ☐ No

Type of Agency ☐ Public ☐ Private x Non-Profit

☐ Other Explain:

Agency Fiscal Year: **Payment Notation**:

Minority Business Enterprise (MBE) ☐ Yes x No

Women Business Enterprise (WBE) ☐ Yes x No

Federal Employer ID Number: 06-6001868

Town Code:

I certify that to the best of my knowledge and belief, the information contained in this application is true and correct, the applicant has the authority to apply for this funding, the applicant will comply with applicable state and federal laws and regulations, and I am authorized to make this application on behalf of the applicant agency.

Signature: _____ Date: _____
Name: Mark D. Boughton Title: Mayor
(Print or Type)

Contractor Information

Please List the Agency Contact Person(s) Responsible for Completion and Submittal of:

Contract and Legal Documents/Forms:

Name & Title: William J. Campbell, Director of Health
Address: 155 Deer Hill Avenue
Town/City, State, Zip Code: Danbury, Connecticutt 06810
E-Mail Address: b.campbell@ci.danbury.ct.us
Telephone No.: (203) (797-4625) Fax No.: (203) (796-1596)

Program Progress/Activity and Statistical Data Reporting Forms:

Name & Title: Melanie Bonjour, Health Promotion/SBHC Coordinator
Address: 155 Deer Hill Avenue
Town/City, State, Zip Code: Danbury, Connecticut 06810
E-Mail Address: m.bonjour@ci.danbury.ct.us
Telephone No.: (203) (797-4625) Fax No.: (203) (796-1596)

Financial Expenditure Reporting Forms:

Name & Title: Director of Finance
Address: 155 Deer Hill Avenue
Town/City, State, Zip Code: Danbury, Connecticut 06810
E-Mail Address:
Telephone No.: (203) (797-4652) Fax No.: (203) (796-1526)

Program Location(s)** (if different than Applicant Agency Address listed above):

Location #1

Name: School-Based Health Center, Danbury High School
Address: 43 Clapboard Ridge Road
Town/City, State, Zip Code: Danbury, Connecticut 06811
Telephone No.: (203) (790-2886)

Location #2

Name: School-Based Health Center, Broadview Middle School
Address: 72 Hospital Avenue
Town/City, State, Zip Code: Danbury, Connecticut 06810
Telephone No.: (203) (731-8272)

Location #3

Name:
Address:
Town/City, State, Zip Code:
Telephone No.: ( ) (-)

** If more than 3 locations use additional pages.

City of Danbury, #2003-098

Contract Period: 07/01/02 to 06/30/03

Program: Youth Violence Prevention

Category	Amount
Personnel:	
1. Name & Position: S.Y. Tredennick, Clinical Social Worker	
Calculation: 5 hrs/wk x $25.57 x 44 weeks	$5,626
Fringe Benefit: w/c = $4.01/100 annual salary = $226	$656
FICA 7.65% x 5.625 = $430	$69
Public Liability 4.929/1000 total expenditures	
2. Name & Position: M. Levasseur, Clinical Social Worker	
Calculation: 5 hrs/wk x $25.57 x 44 weeks	$5,626
Fringe Benefit: w/c = $4.01/100 annual salry = $226	$656
FICA 7.65% x 5.625 = $430	
3. Name & Position: ,	
Calculation:	
Fringe Benefit: %	
4. Name & Position: ,	
Calculation:	
Fringe Benefit: %	
5. Name & Position: ,	
Calculation:	
Fringe Benefit: %	
6. Name & Position: , :	
Calculation:	
Fringe Benefit: %	
7. Travel per mile X miles	
8. Training	$400
9. Educational Materials	$786
10. Office Supplies	
11. Medical Materials	
12. Contractual (Subcontracts)***	
13. Telephone	
14. Advertising	
15. Other Expenses (List Below)	
a. Audit Fee @ 2% of total budget rounded to nearest dollar	$282
b.	
c.	
d.	
e.	
f.	
16a. Administrative Costs (if allowed)	
16b. Indirect Costs (if allowed)	
Total DPH Grant	$14,101
Other Program Income:	

*** Complete Subcontractor Schedule A

Budget Justification Schedule B
City of Danbury #2003-098

Contract Period: 07/01/02 to 06/30/03

Program: Youth Violence Prevention

Line Item (Description)	Amount	Justification including Breakdown of Costs
Salaries	$11,252	2 social work clinicians 5 hrs/wk @$25.57/hr x 44 weeks
Fringe Benefits	$1,381	W/C $4.01/100 annual salary = $226 x 2 = $452 FICA 7.65% x 5.625 = $430 x 2 = $860 Public Liability 4.929/1000 total expenditures = $69
Training	$400	Registration Fees for 4 trainings/workshop sessions @ $100/session
Educational Materials	$786	Miscellaneous educational materials incl. Patient education materials, videos, etc.
Audit Fee	$282	2% of total budget rounded to nearest dollar

IMPACT STATEMENT

2002 Preventive Health Block Grant
Youth Violence Prevention
Contract Log # 2003-098

Amount Requested For This Program: $14,101
Contract Period: July 1, 2002 to June 30, 2002

Program Impact

This grant will enable the City of Danbury to address the growing problem of youth violence faced by our community's adolescent population through the implementation of a variety of prevention-based awareness activities and provision of individual and group counseling services through the School-Based Health Centers located at Danbury High School and Broadview Middle School.

Further benefits will be achieved by the removal of potential barriers to psycho-social support services which can interfere or impact on an adolescent's ability to live a happy and productive life.

The primary beneficiaries will be student's enrolled in Danbury High School, Broadview Middle School and the Alternative Center for Education.

Fiscal Impact

This grant is available through the Connecticut State Department of Public Health (DPH). Funding in the amount of $14,101 will be made available to the City's Health Department to implement prevention-based activities designed to reach the adolescent population.

This grant will provide funding for 5 hours per week of two SBHC Clinical Social Workers salaries including relevant fringe benefit costs. Additionally, the grant will provide financial support for staff training and the purchase of educational materials. A 2% Audit Fee is budgeted under this grant.

Anticipated Grant Lifetime

Currently, funding for related services operated under this grant is available through June 30, 2003. Continuation funding from the State Department of Public Health looks promising, however all is dependent of Federal and State Block Grant allocations. As in

the past, funding for subsequent years will be based on successful program performance and compliance with reporting requirements.

If DPH funding from the Department of Public Health for youth violence prevention services was discontinued, alternative sources of funding for the program would have to be identified. In worst case scenario, if funding for these services became unavailable, related activities would cease and staff hours covered by this grant would be reduced.

Impact Statement Dated:	April 30, 2002
Prepared By:	Melanie S. Bonjour

C:phbgimst2003

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Department of Public Health has notified the City of Danbury Health and Housing Department that it is eligible to apply for a Preventive Health and Health Services Block Grant in an amount not to exceed $14,101.00; and

WHEREAS, the grant will cover the period of July 1, 2002 through June 30, 2003 with no local in kind match; and

WHEREAS, the funding will be used for a Youth Violence Prevention program in conjunction with the School Based Health Centers located at Danbury High School and Broadview Middle School.

NOW, THEREFORE, BE IT RESOLVED THAT Mark D. Boughton, Mayor of the City of Danbury is hereby authorized to apply for said funds from the Connecticut Department of Public Health and to accept the grant, if awarded;

AND, FURTHER, Mayor Mark D. Boughton is hereby authorized to execute all contracts/agreements in connection therewith and to do all things necessary to effectuate the purposes of said grant.

19

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

April 30, 2002

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

I hereby submit for your confirmation the appointment of the following individual as an Alternate Member of the Environmental Impact Commission with a term to expire December 1, 2004:

Kevin B. Russell [U]
15 Boyce Road
Danbury, CT 06811

Mr. Russell has an interest in environmental issues and is anxious to serve our community in this important role.

Thank you for your consideration of this appointment.

Sincerely,

Mark D. Boughton
Mayor

28

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

April 30, 2002

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

I hereby submit for your confirmation the appointment of the following individual as a Member of the Parks & Recreation Commission with a term to expire July 1, 2004:

Anthony J. James [U]
2 Elwell Place, Apt. C
Danbury, CT 06810

Mr. James is a long time resident and an active volunteer with the Danbury Police Athletic League.

Thank you for your consideration of this appointment.

Sincerely,

Mark D. Boughton
Mayor

21

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

April 30, 2002

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

I hereby submit for your confirmation the appointment of the following individual as a member of the Richter Park Authority with a term to expire September 1, 2004.

Howard D. Burtis (U)
3 Jefferson Avenue
Danbury, CT 06810

Mr. Burtis is a long time Danbury resident and a Certified Public Accountant with a deep concern for the continued successful operation of Richter Park.

Thank you for your consideration of this appointment.

Sincerely,

Mark D. Boughton
Mayor

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

M E M O R A N D U M

DATE: April 26, 2002

TO: Hon. Mark D. Boughton via the Common Council

FROM: Dominic A. Setaro, Jr., Director of Finance

RE: Commission on Aging **CERTIFICATION**

I hereby certify the availability of $1,122.00 to be transferred from the Elderly Services Donations Revenue Account to the Commission on Aging budget to the following accounts:

Professional Services	5002.5311	$ 600.00
Office Supplies	5002.5601	522.00

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

Dominic A. Setaro, Jr.

/jgb

CITY OF DANBURY

DANBURY, CONNECTICUT 06810
DEPARTMENT OF ELDERLY SERVICES
COMMISSION ON AGING

Danbury Senior Center
80 Main Street
(203) 797-4686

Municipal Agent
80 Main Street
(203) 797-4687

Date:04/22/01

MEMO TO: Hon. Mark Boughton
via the Common Council

FROM: Leo McIlrath, Director
Elderly Services

RE: Reappropriation of Donated Funds

I hereby request a transfer of funds in the amount of $1122.00 from the Elderly Services donations account to the Commission on Aging budget for the following accounts:

Professional Service Fees –	5002.5331	600.00
Office Supplies -	- 5002.5601	522.00

I have been advised by the Director of Finance that these funds exist in my account, and he will provide you with his certification.

Leo McIlrath

LM/jg

cc: Dominic A. Setaro, Jr.
Director of Finance

23

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Mark D. Boughton via the Common Council

FROM: Dominic A. Setaro, Jr., Director of Finance

RE: **DONATION**

DATE: April 30, 2002

CC: Melanie Bonjour

CERTIFICATION

Attached you will find a request from School Based Health Coordinator Melanie Bonjour to accept a $300 donation from the Greater Danbury Coalition to cover the cost of a performance to be held at Danbury High School. It would be my recommendation that the funds be accepted by the Common Council at its May meeting. We will amend the Professional Services line item, Account #4000.5311, in the Health Department budget.

Should you need any additional information, feel free to give me a call.

Dominic A. Setaro, Jr.

DAS/jgb

SBHCDonation

City of Danbury
Health & Housing Department
School-Based Health Centers

Memo

To: Dominic A. Setaro, Jr.

From: Melanie Bonjour, SBHC Coordinator MB

CC: William Campbell, Director of Health Wm Campbell

Date: 4/29/2002

Re: **Donation from Greater Danbury Coalition for a Community United to Support School-Based Health Center Violence Prevention Initiatives**

The Greater Danbury Coalition for a Community United is providing $300.00 to the City of Danbury's School-Based Health Center Program, to cover the cost of having the program *"Operation Respect: Don't Laugh At Me"* perform at Danbury High School during "Alternatives to Violence Week".

I would like to request that the $300.00 donation be placed on the May Common Council agenda for acceptance.

Once the funds have been accepted, they will be encumbered in the appropriate Health Department account.

BACK OF THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED IN A SPECIAL WHITE INK.

OFFICIAL CHECK

HOLD THE DOCUMENT AT A SMALL ANGLE TO SEE THIS SECURITY FEATURE.

UNION SAVINGS BANK

23-97
1020

232992178

DATE APR 04, 2002

PAY TO THE ORDER OF SCHOOL BASED HEALTH CLINIC

****$300 DOLLARS AND 00 CENTS**

*****$300.00**

DRAWER: UNION SAVINGS BANK

Contribution From
Greater Danbury Coalition for A Community United

REFERENCE

AUTHORIZED SIGNATURE

Issued by Integrated Payment Systems Inc., Englewood, Colorado. Bank One Colorado N.A., Denver, Colorado.

⑈099238⑈ ⑆102000979⑆ 6800232992178 2⑈

VARIABLE TONE BACKGROUND AREA OF THIS DOCUMENT CHANGES COLOR GRADUALLY AND SMOOTHLY FROM DARKER TONES AT BOTH TOP AND BOTTOM TO THE LIGHTEST TONE IN THE MIDDLE.

24

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Mark D. Boughton via the Common Council

FROM: Dominic A. Setaro, Jr., Director of Finance

RE: **APPROPRIATION OF SCHOOL BASED HEALTH CENTER FEES**

DATE: April 30, 2002

CC: Melanie Bonjour

CERTIFICATION

Attached you will find a request from School Based Health Coordinator Melanie Bonjour asking that $384 of School Based Health Center fees be reappropriated to the travel line item. It would be my recommendation that the Common Council at its May meeting approve the use of these funds. We will make the necessary budget adjustments.

Should you need any additional information, feel free to give me a call.

Dominic A. Setaro, Jr.

DAS/jgb

SBHCFees

City of Danbury
Health & Housing
Department
School-Based Health
Centers

Memo

To: Dominic A. Setaro, Jr.

From: Melanie Bonjour, SBHC Coordinator

CC: William Campbell, Director of Health

Date: 4/26/2002

Re: **Authorization to Use SBHC Fees 980008 to Cover Out-of State Travel Related Expenses**

I am writing to request Common Council approval to utilize approximately $384.00 of our SBHC Fees 980008 to cover travel related expenses incurred by M. Bonjour and M. Levasseur through participation in the National Assembly on School-Based Health Care Conference to be held in Denver, Colorado, June 20th to 23rd, 2002.

Please free to contact me if you should have questions pertaining to this request, and thanks for your assistance with this matter.

25

CITY OF DANBURY

DANBURY, CONNECTICUT 06810

SCHOOL - BASED HEALTH CENTER (SBHC)
DANBURY HIGH SCHOOL
43 CLAPBOARD RIDGE ROAD
DANBURY, CT 06811

(203) 790-2886
(203) 790-2872
FAX (203) 796-1596

DATE: April 22, 2002

TO: Honorable Mark D. Boughton and
Members of the Danbury Common Council

THROUGH: William Campbell, Director of Health

FROM: Melanie Bonjour, SBHC Coordinator

RE: **Out-of State Travel Request and Acceptance of Donations from the State Department of Public Health for Training Related Expenses - K. C. White, APRN**

I am requesting both your authorization for out-of-state travel and acceptance of donation a from the State Department of Public Health which will enable Karen White, APRN to attend a three-day STD Clinical Intensive course, sponsored by the STD/HIV Prevention Training Center of New England. The training is scheduled to be held May 20-22, 2002, at the Massachusetts General Hospital G.I.D. clinic in Boston, Massachusetts.

The State of Connecticut's Department of Public Health will personally reimburse Ms. White for all expense incurred while at the three-day training.

A letter authorizing Ms. White's attendance at the conference, a corresponding agenda, and confirmation of the State's willingness to cover all expenses, are attached.

We are most confident that the information gathered and skills learned through participation in this intensive training will be most valuable her work performed at our school-based health center.

If you should have questions, please do not hesitate to contact me. I appreciate your time and consideration of this request.

Att.

STD/HIV
Prevention
Training
Center of New England
A Project of the Division of STD Prevention
Massachusetts Department of Public Health
Funded by CDC

State Laboratory Institute
305 South Street, Room 560
Jamaica Plain, MA 02130
Phone: [617] 983-6945
Fax: [617] 983-6962

April 3, 2002

Dear Karen:

On behalf of the STD/HIV Prevention training Center of New England, I am pleased to confirm your attendance in the '3 Day STD Clinical Intensive' course, which will be held in Boston on May 20-22, 2002. Your clinical training will take place at the Massachusetts General Hospital G.I.D. clinic, which is located in the Founders building on the 8th floor (617-726-2748). **You should report to the clinic at 8:30 a.m. on Monday May 20, 2002.** I also ask that you bring a lab coat and nametag to be worn for the duration of the training.

I would ask that you complete the enclosed 'pre-test' and return it to my attention at your earliest convenience. Your completed test should be returned within two weeks upon receipt. Upon return of your completed test, I will forward your pre-course materials **which should be reviewed in it's entirety prior to the first day of training in order to maximize the effectiveness of the clinical experience.**

As part of the course requirement, approximately 5½ months after the course you will receive a set of instruments, which I would like to emphasize the importance of completing, as it allows us to improve training in the future and to justify continued funding of the program by the Centers for Disease Control.

At this time, I would also like to remind you that this course has limited attendance and that we would appreciate receiving notice of any changes in your application status. Many qualified applicants have been placed on a waiting list and we strive to accommodate them if there are cancellations.

Please do not hesitate to contact me [617] 983-6953 if you require further assistance. I will be providing further information, including confirmation of you clinical site along with your pre-course materials in the near future.

Sincerely,

Linda

Linda Jacobs, RN, MSN
Clinical Training Coordinator

As stated in the course brochure, **acceptance is based on need and clinical setting**.

Please note that a maximum of only **8** students can be registered for the 3-day STD Intensive Course.

1. This course is preceded by a self-study module sent one month prior to the on-site session, after completion of a pre-test. The module consists of written materials covering the topics of the female and male STD examination, sexual history taking, syphilis, gonorrhea, chlamydia, herpes simplex virus infections, the Syndromic approach STDs [cervicitis, urethritis, pelvic inflammatory disease [PID], and genital ulcerative disease [GUD], hepatitis and behavioral management. To complement the written materials a videotape is also provided.

The time required to review these materials is approximately 8 hours.

FACULTY

Donna Felsenstein, MD
Harvard Medical School

Sanjay Ram, MD
Boston University School of Medicine

Sylvie Ratelle, MD, MPH
MA Department of Public health

Peter A. Rice, MD
Boston University School of Medicine

Lee Wetzler, MD
Boston University School of Medicine

2. Students are assigned to an STD clinic in groups of four. All students attend the PM lectures and will be required to travel to the three clinical sites. Course content may be slightly modified during the year. The 3-day course consists of the following:

Day One: May 20
Monday AM 8:30 – 12:00

Time spent in the STD clinic at **Massachusetts General Hospital or the Boston Medical Center**, shadowing a preceptor. Participants will observe sexual history taking, male and female STD examination, specimen collection, diagnosis and treatment plan and counseling.

Monday PM 1:00-4:00 @ Boston Medical Center (all students attend)

Case discussion sessions (urethritis, PID, GUD, pregnancy and STDs, laboratory diagnosis of STDs).

Day Two: May 21
Tuesday AM 8:30-12:00

Time spent in the assigned STD clinic shadowing a preceptor. Examination of a patient under supervision and review of history taking and physical examination skills.

Tuesday PM 1:00-4:30 @ The State Laboratory in Jamaica Plain
(all students attend)

Hands-on wet mount workshop, diagnosis and management of vaginal smears, troubleshooting with the microscope and procedure and interpretation of wet mounts.

Day Three: May 22
Wednesday AM 8:30-12:00

Time spent in the assigned STD clinic observing and then examining patients under the supervision of the preceptor.

Wednesday PM 1:15-4:00 @ Massachusetts General Hospital
(all students attend)

Interpretation of Syphilis Serology and completion of evaluation materials.

Dorothy Pacyna
<dorothy.pacyna@po.state.ct.us>

To: <m.bonjour@ci.danbury.ct.us>
Subject: STD Reimbursement

04/15/2002 09:32 AM
Please respond to
dorothy.pacyna

Melanie, Karen White had not notified us of her registration. I have entered the letter of her acceptance into our files here for reimbursement from the STD Training funds. She must submit to DPH the following for her reimbursement
:

Receipt of program attendance.
Receipts for the following costs:
Registration: there should be none, if there is a receipt will be needed
Mileage: @.365 per mile. Home to home. AAA distance quote or Internet map quest quote.
Hotel: per nite per costs. If she is a government employee, she might want to get government rates.
Food: $35.00 per day. plus the 15% gratuity (no receipts needed)
Parking: Actual cost per receipt.
Tolls: Actual cost per receipt.
Other: If there is intracity travel, such as parking for clinical site activities, she will need to provide a statement of this mileage.

These should be forwarded to my attention at

Dorothy Pacyna, RN, MS, Supervising Nurse Consultant
State Department of Public Health
410 Capital Ave.
MS # 11 PCR
Hartford, CT 06134-0308

Reimbursement turn around will be as quick as she files travel costs with the Department.

Call me if you have any questions. Thanks, Dorothy

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CITY OF DANBURY

DANBURY, CONNECTICUT 06810

HEALTH AND HOUSING DEPARTMENT
155 DEER HILL AVENUE

(203) 797-4625
FAX (203) 796-1596

May 1, 2002

The Honorable Mayor Mark Boughton and Members of the Danbury Common Council
155 Deer Hill Avenue
Danbury, Connecticut

Dear Mayor Boughton and Members of the Common Council:

As you know, the Danbury Health Department has been working with the Danbury Rotary Clubs to complete the environmental restoration of Rogers Park Pond. In an effort to finish this project this spring, we were fortunate to recruit the assistance of GE Capital to provide us with funding and manpower to landscape the edge of the Pond by pedestrian foot trail. I have recently received an offer of a $5000 cash donation from GE Capital to help us finish the project, this spring. This is above and beyond the volunteer effort that they are providing us for installing plants, benches and signs.

I respectfully request the Common Council's authorization to accept this cash donation for the purpose of finishing this worthy project.

Respectfully Yours,

Jack Kozuchowski

Jack Kozuchowski

Coordinator of Environmental and
Occupational Health Services

Cc: Dominic Setaro, Director of Finance

GE Capital
Commercial Equipment Financing

Elizabeth A. Goehring
Community Relations Manager

44 Old Ridgebury Rd
Danbury, CT 06810
203-796-1098 / Fax203-796-2408
Dial Comm 8*562-1098 / Fax 8*562-2408
Internet: www.ge-cef.com

May 1, 2002

Jack Kozuchowski
Coordinator, Environmental & Occupational Health Services
City of Danbury
Danbury, CT

Dear Jack,

The Greater Danbury Chapter of Elfun would like to offer the City of Danbury a donation of up to $5,000 in addition to the volunteer efforts contributed at Roger's Park Pond. This donation will be made in installments as needed during 2002 for plant stock and other landscaping supplies at Roger's Park Pond.

Sincerely,

Elizabeth A Goehring

Elizabeth Goehring
Community Relations Manager

cc: Jack Perun
Steve Archer

** TOTAL PAGE.01 **

2

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Mark D. Boughton via the Common Council

FROM: Dominic A. Setaro, Jr., Director of Finance

RE: **SCHOOL BASED HEALTH CENTER**

DATE: May 1, 2002

CC: Melanie Bonjour

CERTIFICATION

Attached you will find a request from School Based Health Center Coordinator Melanie Bonjour to accept a donation from the Union Savings Bank Foundation. These funds are to be used specifically to support violence prevention initiatives. I would ask that the Common Council accept these funds, and we will place them in a special revenue fund of which an appropriation will be established in the amount of $3,150.

Should you need any additional information, feel free to give me a call.

Dominic A. Setaro, Jr.

DAS/jgb

DonationSBHC

City of Danbury
Health & Housing Department
School-Based Health Centers

Memo

To: Dominic A. Setaro, Director of Finance

From: Melanie Bonjour, SBHC Coordinator

CC: William Campbell, Director of Health

Date: 4/30/2002

Re: **Donation from Union Savings Bank Foundation to Support School-Based Health Center Violence Prevention Initiatives**

I would like to request Common Council acceptance of $3,150 donation from Union Savings Bank Foundation to our City's school-based health center programs.

The funding will support a myriad of youth focused prevention initiatives coordinated by our School-Based Health Center staff.

Thanks for your time and consideration regarding this request.

UNION SAVINGS BANK
Foundation, Inc.

RECEIVED
APR 01 2002
HEALTH & HOUSING DEPT.

March 29, 2002

Melanie Bonjour
City of Danbury, School-based Health Centers
155 Deer Hill Avenue
Danbury, CT 06810

Dear Melanie:

On behalf of our Union Savings Bank Foundation I am pleased to inform you that the City of Danbury, School-based Health Centers has been awarded a grant of $3,150 in support of the Violence Prevention Initiatives. Your check is enclosed.

This year's awards selection process was again a difficult one. The Foundation received requests totaling over $90,000 for the $35,000 that had been allocated for this round of grants.

We plan on sending out a press release announcing the award recipients and would appreciate receiving any promotional material you may distribute regarding this award.

Congratulations from all of us at Union Savings Bank.

Sincerely,

Charles F. Frosch
President

Enclosure

226 MAIN STREET • P. O. BOX 647 • DANBURY, CONNECTICUT 06813-0647 • (203) 830-4200 • FAX (203) 792-1169
www.unionsavings.com

1048

51-7224/2211

UNION SAVINGS BANK
Foundation, Inc.

DATE March 27, 2002

PAY TO THE ORDER OF City of Danbury, School-based Health Centers ***** $ 3,150.00

Three thousand one hundred and fifty ---------- XXX DOLLARS

Security features included. Details on back.

© HARLAND Style 2

UNION SAVINGS BANK
MAIN OFFICE
226 Main Street Danbury, Conn. 06810

FOR

⑈001048⑈ ⑆221172241⑆ 690 023 292⑈

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CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF POLICE
120 MAIN STREET

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

March 27, 2002

MEMORANDUM

To: Mayor Mark D. Boughton
Members of the Common Council

From: Chief Robert L. Paquette

Subject: **Donation of Storage Unit**

Due to the recent article in the News Times in reference to lack of storage space in Police Headquarters, Joe Putnam of Putnam Self Storage, 8A Great Pasture Road, has contacted this department and generously offered the donation of a 10x10 storage unit free of charge to be used for property. The property that would be stored is property of no value that will eventually be destroyed.

The deposit of $109.00 and the monthly rental fee of $109.00 will both be waived.

Permission to accept this donation is requested.

Robert L. Paquette
Chief of Police

RLP:ks

ADDENDUM TO LEASE OR RENTAL AGREEMENT

COPY 1 = OCCUPANT'S COPY

Complete both copies of this form identically

OCCUPANT'S RESPONSIBILITIES

understand that this self storage facility and/or its management:

1. **Is** a landlord renting space, is not a warehouseman, and does not take custody of my property.
2. **Is not** responsible for loss or damage to my property;
3. **Does not** provide insurance on my property for me; and
4. **Requires** that I provide my own insurance coverage or be "Self Insured" (personally assume risk of loss or damage).

OCCUPANT'S CHOICE OF INSURANCE OPTIONS

Having read the above information I elect to:

1) Participate in the Customer Storage Insurance Program available here, for the coverage and amount selected below **initial only 1):**

Amount of Insurance	100% or Full Theft Coverage	50% or Limited Theft Coverage
$ 2,500	___ $10.00/Month	___ $6.00/Month
$ 5,000	___ $19.00/Month	___ $11.00/Month
$ 7,500	___ $27.00/Month	___ $16.00/Month
$10,000	___ $36.00/Month	___ $21.00/Month

2) Decline the Customer Storage Insurance Program available here:

___ I elect to personally assume risk of loss or damage to my property. **I understand that the Customer Storage Insurance Coverage evidenced by the attached Certificate of Insurance does not apply to me.**

Application For Insurance and Declarations

This application, when properly completed and signed, shall become part of the Customer Storage Insurance Certificate contained herein and constitute its declarations page. The occupant becomes an insured effective as of the date shown below, for the amount of insurance selected above. Insurance shall continue on a month-to-month basis upon timely payment of premium. Changes in the premium rate shall be effective as of the due date of premium 60 days following the month in which notice of such change is given to the Occupant. Occupant hereby authorizes the owner/operator of the storage facility, or his agent, to receive and transmit the premium for this insurance on the Occupant's behalf.

Occupant's Signature Date Signed

231

Space/Locker Number

For Information about this insurance, call Deans and Homer at 1-800-847-9999

ADDENDUM TO LEASE OR RENTAL AGREEMENT

COPY 2 = FACILITY COPY

Complete both copies of this form identically

OCCUPANT'S RESPONSIBILITIES

I understand that this self storage facility and/or its management:

1. **Is** a landlord renting space, is not a warehouseman, and does not take custody of my property.
2. **Is not** responsible for loss or damage to my property;
3. **Does not** provide insurance on my property for me; and
4. **Requires** that I provide my own insurance coverage or be "Self Insured" (personally assume risk of loss or damage).

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Application For Insurance and Declarations

This application, when properly completed and signed, shall become part of the Customer Storage Insurance Certificate contained herein and constitute its declarations page. The occupant becomes an insured effective as of the date shown below, for the amount of insurance selected above. Insurance shall continue on a month-to-month basis upon timely payment of premium. Changes in the premium rate shall be effective as of the due date of premium 60 days following the month in which notice of such change is given to the Occupant. Occupant hereby authorizes the owner/operator of the storage facility, or his agent, to receive and transmit the premium for this insurance on the Occupant's behalf.

Occupant's Signature Date Signed

231

Space/Locker Number

For Information about this insurance, call Deans and Homer at 1-800-847-9999

GREENWICH INSURANCE

GREENWICH INSURANCE COMPANY
GREENWICH, CONNECTICUT

CUSTOMER STORAGE INSURANCE CERTIFICATE

The insurance coverage afforded by this Certificate of Insurance applies to you if you are currently participating in the Customer Storage Insurance Program as stated in the Addendum to Lease and when applicable premium for the insurance has been paid.

DEFINITIONS - Throughout this certificate, **"you"** and **"your"** refer to the person(s) named in the attached Addendum/Declarations and **"we"**, **"us"**, and "our" refer to the Company providing this insurance. **"Lessor"** shall refer to the Master Policyholder from whom the you have rented a self storage space.

AMOUNT OF INSURANCE - means that amount of insurance which **you** have designated by **your** initials in the **"OCCUPANT'S CHOICE OF INSURANCE OPTIONS"** section of this form.

PREMIUM - means the monthly premium shown by **your** initial for the coverage type and amount of insurance selected.

PROPERTY COVERED: We cover your personal property or the property of others for which **you** have assumed liability prior to a loss, while in storage within the enclosed storage space described in the **ADDENDUM TO LEASE OR RENTAL AGREEMENT.**

PERILS INSURED AGAINST: Except as otherwise excluded, **we** insure against accidental direct physical loss of or damage to covered property by the following perils:

(a) Fire or Lightning
(b) Windstorm or Hail provided the building is first damaged by windstorm or hail.
(c) Explosion or Sonic Boom.
(d) Strikes, Riot or Civil Commotion.
(e) Landslide.
(f) Vehicles
(g) Smoke
(h) Falling objects provided the building is first damaged by such falling objects.
(i) Vandalism or Malicious Mischief.
(j) Earthquake or Volcanic Eruption.
(k) Weight of Ice, Snow or Sleet.
(l) Collapse of Buildings or any part thereof.
(m) Aircraft, Self-propelled Missiles or Spacecraft
(n) Water Damage except as excluded under paragraph (b) "Exclusions".
(o) Sink hole collapse.

OTHER COVERAGES: Subject to the amount of insurance stated above and subject to all other terms and conditions of this certificate **we** will pay:

(a) THEFT: up to 50% of the selected amount of insurance for loss by theft if **you** have selected the "Limited Theft Coverage" option or **we** will pay up to 100% of the selected amount of insurance for loss by theft if **you** have selected the "Full Theft Coverage" option. The mere absence of a lock or padlock will not of itself prove theft. **You** must immediately report a loss under this coverage to the police department. This is not an additional amount of insurance. The most **we** will pay for loss arising from any combination of perils is the amount of insurance shown above.

(b) DEBRIS REMOVAL: up to 25% of the selected amount of insurance to cover the necessary expense incurred in the removal of debris of the covered property following an insured loss. This is an additional amount of insurance.

(c) EXTRA RENTAL EXPENSE: up to 25% of the selected amount of insurance to cover the extra expense necessarily incurred by **you** for the rental of substitute storage space when occupancy of the described storage space is prevented as a result of loss or damage to storage facility buildings by an insured peril. This is an additional amount of insurance.

DEDUCTIBLE: We will pay no more than the amount by which any covered loss except Earthquake exceeds the sum of $100.00. In the event of Earthquake **we** will pay no more than the amount by which any covered loss exceeds $1,000.

IN THE EVENT OF ANY LOSS INSURED BY THIS CERTIFICATE YOU SHOULD IMMEDIATELY:
1. Telephone Deans & Homer Toll Free 800-847-9999
2. Report theft losses to police.

Managing Agent: Deans & Homer
P.O. Box 7057
Pasadena, CA 91109-7050

EXCLUSIONS: **We** do not insure:

(a) money, accounts, bills, currency, deeds, evidences of debt, securities, notes, animals, jewelry, watches, precious or semi-precious stones, furs or garments trimmed with fur;
(b) against loss or damage caused by, resulting from, contributed to or aggravated by flood, surface water, waves, tidal water or tidal wave, or spray from any of the foregoing, all whether driven by wind or not;
(c) against loss or damage caused by or resulting from wear and tear, gradual deterioration, inherent vice, latent defect, moths, insects, rodents, vermin, mildew, wet or dry rot, atmospheric condition and/or changes in temperature, breakage of glass or similar fragile articles, delay, loss of use or market;
(d) war and military action, meaning (1) war, including undeclared or civil war; (2) warlike action by any military force, including action in hindering or defending against any actual or expected attack by any government, sovereign or other authority using military personnel or other agents; (3) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;
(e) nuclear reaction or radiation, or radioactive contamination, however caused, unless fire ensues and then we will be liable only for the ensuing direct damage from the fire.

VALUATION: The value of property will be determined at the time and place of loss and will be the smallest of the following amounts: (a) the actual cash value of that property; (b) the cost of reasonably restoring that property to its condition immediately before loss; or (c) the cost of replacing the lost or damaged property with property of like kind, quality, and use.

PAIR, SET OR PARTS: (a) PAIR OR SET. In case of loss or damage to any part of a pair or set **we** may: (1) repair or replace any part to restore the pair or set to its value before the loss; or (2) pay the difference between the value of the pair or set before and after the loss. (b) PARTS. In case of loss to any part of covered property, consisting of several parts when complete, **we** will pay only for the value of the lost or damaged part.

OTHER INSURANCE: **We** will not pay a greater portion of any loss than the amount payable for the loss under this insurance bears to the total amount payable for the loss under all policies which cover the loss or which would cover the loss but for the existence of this insurance, except insurance written specifically to cover as excess over the limits of insurance that apply in this insurance.

DUTIES YOU HAVE AFTER LOSS:
(a) **You** shall give **us** or **our** authorized representative prompt notice of the loss. The notice should include: (1) how, when and where the loss occurred; (2) the property involved, **your** interest and that of all others in it; and (3) the names and addresses of any witnesses. If the loss is caused by theft, **you** must make a complete report to the police.

(b) Before recovering for any loss **you** must, if requested: (1) permit **us** to inspect the damaged property before it is disposed of or repaired; (2) provide **us** with all pertinent records needed to prove the loss; and (3) cooperate with **us** in the investigation or settlement of the loss.

(c) Within 90 days of **our** request **you** must send **us** a sworn statement of loss containing the information **we** request to settle your claim.

(d) **You** may be required, at **our** expense, to submit and subscribe to examinations under oath by any person named by **us**.

CONCEALMENT, MISREPRESENTATION AND FRAUD: **We** will not provide coverage to one or more insureds who, at any time and relating to a claim under this insurance; intentionally conceal or misrepresent a material fact; engage in fraudulent conduct; or, knowingly make a false statement relating to this insurance.

APPRAISAL: In case **we** fail to agree with **you** as to the amount of loss, **you** and **we** shall each select a competent appraiser within sixty (60) days after receiving a written request from the other. The appraisers shall select an umpire. If they fail to agree upon an umpire within fifteen (15) days, the appraisers shall ask a judge of a court of record of the state in which the appraisal is pending to make the selection. The written agreement of any two will be binding and set the amount of loss. **You** shall pay the expense of your appraiser and **we** will pay for **ours**. **You** and **we** will share equally the expense of the umpire and the other expenses of the appraisal.

LOSS PAYMENT/OTHER RECOVERIES: **We** will pay or make good any insured loss under this insurance within 15 working days after **we** reach agreement with **you**, the entry of final judgment or the filing of an appraisal award.

LEGAL ACTION AGAINST US: No suit, demand for appraisal or other action under this insurance for the recovery of any claim shall be sustainable in any court or other forum unless: (a) there has been full compliance with all terms of this insurance; and (b) such action is brought within two years after **you** first have knowledge of a loss.

TRANSFER OF YOUR RIGHTS OF RECOVERY AGAINST OTHERS TO US: If any person or organization to or for whom **we** make payment under this insurance has a right to recover damages from another, that right must be transferred to **us**. That person or organization must do everything necessary to assist **us**, and must do nothing after the loss to hinder **us** in **our** recovery.

TERMINATION OF INSURANCE: The insurance evidenced by this Certificate of Insurance shall automatically terminate without further notice to **you** on the date your Rental Agreement between **you** and the **Lessor** terminates.

DH 44-50 (03/98)

CANCELLATION & NONRENEWAL: The insurance evidenced by this certificate of insurance may be cancelled or nonrenewed as follows:
(a) **You** may cancel this insurance by mailing or delivering to the master policyholder/lessor advance written notice of cancellation. Any return premium will be refunded to **you**.
(b) **We** shall cancel this insurance if you fail to pay your premium. **We** will deliver or mail notice to you fifteen (15) days before the effective date of the cancellation.
(c) If **we** terminate the master policy under which this certificate of insurance is issued, **we** shall not renew this insurance. **We** will deliver or mail notice to you sixty (60) days before the effective date of the nonrenewal.
(d) If **we** increase the current insurance premium by more than 15% or change any policy provision which would limit or restrict coverage, **we** will deliver or mail written notice to **you** sixty (60) days before the effective date of the change.
(e) Whenever **we** notify **you** of a change by mailing notice to **you**, the notice shall be mailed to the most recent mailing address that **we** have for **you** in **our** records.

CHANGES: This certificate contains all the agreements between **you** and **us** concerning the insurance afforded. Its terms can be amended or waived only by written change authorized by **us** and made a part of this policy.

CONFORMITY WITH STATE STATUTES: If these terms of cancellation or nonrenewal are in conflict with the laws of the state where this Certificate of Insurance is issued, they are hereby amended to conform with such laws.

GREENWICH INSURANCE COMPANY

PRESIDENT

SECRETARY

In Colorado, Kentucky, Louisiana, Michigan, and Ohio:

Any person who knowingly provides incomplete, or misleading facts or information or presents a false or fraudulent claim for payment for a loss or benefit or knowingly presents materially false information or conceals information in an application for insurance with the intent to defraud or mislead is guilty of a crime. Penalties may include imprisonment or other criminal penalties, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the appropriate State Department of Insurance that has jurisdiction over this transaction.

In Washington D.C.:

It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

In California:

Agent of Record, Deans & Homer, **CA Lic#300517.**

PUTNAM SELF STORAGE, LLC
8A GREAT PASTURE RD
DANBURY, CT 06810

Reserved Space

Date: 03/26/02

Danbury Police Department
120 Main St.
Danbury, CT 06810

Size : 10X10
Rent : $109.00

Space: 231

Monthly Payment: $109.00

Amount Due Upon Rental

Deposit	$109.00
Rent	109.00
TOTAL	$218.00
Reserve Deposit Paid	0.00
Amount Due Upon Rental	$218.00

Received:

$0.00

Manager:

Reserved Until: 04/09/02

Amount Due: $218.00

SPACE HELD UNTIL DATE SHOWN

Make out RA to take Wednesday

DANBURY POLICE DEPARTMENT
BY JOE PUTNAM

Putnam SELF STORAGE

8A Great Pasture Road
Danbury, CT 06810 203-791-1594

Storage Unit No. 231

Unit Size 10X16

Monthly Rent -0-

Security Deposit -0-

This Rental Agreement (this "Agreement") is made on _____, 20___ (the "Agreement Date") between Putnam Self-Storage Company, LLC ("Lessor") and the tenant identified below ("Tenant"). In consideration of the covenants contained in this Agreement, Lessor hereby leases to Tenant and Tenant hereby leases from Lessor the Storage Unit identified above (the "Unit").

TENANT INFORMATION:

Tenant's Name: Tenant's Home Phone No.:

Tenant's Street Address: Tenant's Work Phone No.:

Apartment No.: Identification Provided:

City: State: Zip Code:

Alternate Party's Name: Alternate Party's Home Phone No.:

Alternate Party's Address: Alternate Party's Work Phone No.:

Alternate Party's Address (Cont.): Gate Access Code:

If Business, Name and Capacity of Person signing on behalf of Business:

Description of Property to be placed in the Unit:

1. TERM

This Agreement is a month-to-month rental agreement that will commence on the Agreement Date and will continue until the day immediately preceding the first monthly anniversary of the Agreement Date. Thereafter, the term of this Agreement shall automatically renew each and every month through the day immediately preceding each subsequent monthly anniversary of the Agreement Date unless either party gives a notice of termination to the other at least ten (10) days prior to the day preceding the next monthly anniversary date. If there is no such anniversary date in any month because that month has less days than the number of days that were in the month in which this Agreement was signed, the anniversary date for that month shall be deemed to be the last day in that month. This Agreement shall be automatically renewed on a month-to-month basis if Tenant fails for any reason to remove any property from the Unit after the term of this Agreement. The terms and conditions in this Agreement shall apply to any extension or renewal term. Lessor may chose not to extend or renew this Agreement with or without cause.

2. RENT, SECURITY DEPOSIT, LATE CHARGES, RETURNED CHECK CHARGES

The monthly rent charge shall be $ 0.00 (the "Monthly Rent"). Lessor acknowledges receipt of $ 0.00, which constitutes the payment of RENT until _____, 20__, the payment of a one-time, non-refundable ENTRY FEE in the amount of $ 0.00, and the payment of a SECURITY DEPOSIT (the "Security Deposit") in the amount of $ 0.00. **RENT IS DUE AND PAYABLE ON EACH MONTHLY ANNIVERSARY OF THE AGREEMENT DATE (THE "PAYMENT DATE"), IN ADVANCE AND WITHOUT SET OFF OR DEMAND. LESSOR MAY SEND TENANT A MONTHLY REMINDER THAT RENT IS DUE, ALTHOUGH THE SENDING OF THIS REMINDER IS NOT A CONDITION TO THE PAYMENT OF MONTHLY RENT (OR ANY OTHER AMOUNTS DUE HEREUNDER), EVEN IF REMINDERS MAY HAVE BEEN SENT IN THE PAST. All payments provided for in this Agreement will be made to PUTNAM SELF-STORAGE COMPANY, LLC at 8A Great Pasture Road, Danbury, CT 06810 or at such other place as shall be designated in writing by Lessor. NO REFUNDS WILL BE GRANTED, AND RENT WILL NOT BE PRORATED. PAYMENTS RECEIVED AFTER OFFICE BUSINESS HOURS WILL BE POSTED AS OF THE NEXT BUSINESS DAY.** If any Monthly Rent payment is not received IN FULL by the fifth (5th) day after the Payment Date, Tenant will pay a **LATE CHARGE** of $10 if the Monthly Rent is less than or equal to $100, and $15 if the Monthly Rent is greater than $100. Thereafter, if any Monthly Rent payment is not received IN FULL by the fifteenth (15th) day after the Payment Date, Tenant will pay an **ADDITIONAL LATE CHARGE** of $10 if the Monthly Rent is less than or equal to $100, and $15 if the Monthly Rent is greater than $100. No late charge will, however, be payable if the amount owed is less than $10. Tenant also agrees to pay a $20 charge for each **RETURNED CHECK**. Lessor reserves the right to refuse partial payment, but, if accepted, this payment will not waive or void the legal effect of prior notices given to Tenant unless expressly agreed to in writing by Lessor. Lessor also reserves the right to refuse payment by check, and checks will not be accepted to pay outstanding amounts upon Tenant's move-out. Any amounts payable under this Agreement in addition to the Monthly Rent shall be payable at the time they are levied. All amounts payable by Tenant under this Agreement of whatever nature, including the late charges, returned check charges and any other charges, expenses, fees and costs, shall, in addition to Monthly Rent, be deemed "rent" hereunder. Tenant's liability for rent shall not be relinquished, diminished or extinguished prior to payment in full, even if this Agreement is terminated and even in the event of seizure under Section 9 hereof. Lessor may, at any time and without notice to Tenant, use the Security Deposit to satisfy any amounts payable by Tenant to Lessor hereunder. Interest shall not be paid on the Security Deposit.

3. LOCKOUT AND LOCKOUT CHARGE

If Tenant is in default hereunder, Lessor may, without notice, deny Tenant, its agents or lien holders access to the property located at the self-storage facility (the "Facility"). Lessor shall have the right to place its own additional lock on the Unit if any payment of Monthly Rent or of any other amounts owing to Lessor are not received within ~~twenty (20)~~ * FIVE (5) days of their due date. The placing of Lessor's lock shall serve as notification that rent has not been paid according to Lessor's records. Lessor's lock shall be removed only during the Facility's office hours and only if Tenant cures the default hereunder. Tenant will pay a **LOCKOUT CHARGE** of $5 for each month in which Lessor places this additional lock on Tenant's door.

4. TRANSFER

With the written approval of Lessor, Tenant may transfer from the Unit to another unit. Tenant will pay Lessor a non-refundable **TRANSFER FEE** of $5 in connection with any transfer. Upon such transfer, the new unit shall become the "Unit" for purposes of this Agreement.

5. USE OF UNIT, COMPLIANCE WITH LAW **Tenant Initials :** _____

The Unit shall be used for the storage of personal property and for no other purpose. It is not to be used for the operation of any business, for personal or animal habitation or for the storage of any food or other perishable item. Tenant represents that, except as set forth in Section 30, none of the personal property stored in the Unit is subject to any lien, including any perfected security interest under the Uniform Commercial Code. It is specifically understood and agreed that Lessor need not be concerned with the kind, quality, or value of personal property or other goods stored by Tenant in or about the Unit pursuant to this Agreement. **STORAGE OF ANY MATERIALS CLASSIFIED AS HAZARDOUS, CONTROLLED OR ILLEGAL UNDER ANY STATE, FEDERAL OR LOCAL LAW OR REGULATION IS PROHIBITED. ADDITIONALLY, THE STORAGE OF WELDING OR FLAMMABLE, CHEMICAL, ODOROUS, OR OTHER INHERENTLY DANGEROUS OR HAZARDOUS MATERIAL, INCLUDING GASOLINE, OIL, PAINT OR EXPLOSIVES, IS PROHIBITED. TENANT SHALL NOT DO OR PERMIT TO BE DONE ANY ACT THAT CREATES OR MAY CREATE A HAZARD, NUISANCE OR AN ENVIRONMENTAL PROBLEM. ELECTRIC OR GAS HEATERS MAY NOT BE USED IN THE UNIT, AND NO OPEN FLAMES OF ANY TYPE, INCLUDING OPEN FLAMES THAT MAY RESULT FROM THE USE OF CAMPING EQUIPMENT, CUTTING TORCHES, KEROSENE LAMPS, OR CANDLES, ARE ALLOWED IN THE UNIT. FUTHER, NO SANDING OR SPRAY PAINTING IS PERMITTED IN THE UNIT.** TENANT SHALL NOT STORE ANY PROPERTY IN THE UNIT THAT WOULD RESULT IN THE VIOLATION OF ANY LAW OF ANY GOVERNMENTAL AUTHORITY. TENANT SHALL COMPLY WITH ALL LAWS, RULES, REGULATIONS AND ORDINANCES OF ANY AND ALL GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER THE UNIT OR THE USE THEREOF. Tenant shall not use the Unit in any manner that will constitute waste, nuisance or unreasonable annoyance to Lessor or other tenants at the Facility. In the event of any damage to the Unit or the Facility arising from the active or passive acts, omissions or negligence of Tenant, all expenses reasonably incurred by Lessor to repair or restore the Unit or the Facility shall be paid by Tenant and shall be deemed rent.

6. INSURANCE OBLIGATIONS/ LIMITATION OF LIAIBLITY **Tenant Initials:** _____

NO BAILMENT IS CREATED HEREUNDER. LESSOR IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND ALL PROPERTY STORED WITHIN THE UNIT BY TENANT OR LOCATED AT THE FACILITY SHALL BE AT TENANT'S SOLE RISK AND SUPERVISION. LESSOR CARRIES NO INSURANCE WHICH IN ANY WAY COVERS ANY LOSS WHATSOEVER THAT TENANT MAY HAVE OR CLAIM BY RENTING THE UNIT OR BEING ON OR ABOUT THE FACILITY AND TENANT MUST OBTAIN ANY INSURANCE DESIRED AT TENANT'S OWN EXPENSE. LESSOR STRONGLY RECOMMENDS THAT TENANT SECURE HIS/HER OWN INSURANCE TO PROTECT HIMSELF/HERSELF AND HIS/HER PROPERTY AGAINST ALL PERILS OF WHATSOEVER NATURE. LESSOR SHALL NOT BE LIABLE TO TENANT OR TENANT'S INVITEES, FAMILY, EMPLOYEES, AGENTS OR SERVANTS FOR ANY PERSONAL INJURIES OR PROPERTY DAMAGE, OR LOSS FROM THEFT, VANDALISM, FIRE, SMOKE, WATER, HURRICANE, RAIN, TORNADO, EXPLOSION, ACTS OF GOD, OR ANY OTHER CAUSE WHATSOEVER TO THE EXTENT ALLOWED BY LAW. TENANT ACKNOWLEDGES THAT LESSOR DOES NOT TAKE CARE, CUSTODY, CONTROL, POSSESSION, OR DOMINION OVER CONTENTS IN OR ON THE UNIT OR AT THE FACILITY AND DOES NOT AGREE TO PROVIDE PROTECTION FOR THE FACILITY, THE UNIT OR THE CONTENTS THEREOF. TENANT MUST TAKE ALL STEPS HE/SHE DEEMS NECESSARYTO SAFEGUARD HIS/HER PROPERTY IN THE UNIT OR AT THE FACILITY. TENANT MUST PROVIDE HIS/HER OWN LOCK AND KEY AND ASSUMES FULL RESPONSIBILITY FOR ANYONE WHO HAS POSSESSION OF THE KEYS AND ACCESS TO THE UNIT. LESSOR SHALL NOT BE LIABLE FOR LOSS OR DAMAGE RESULTING FROM FAILURE, INTERRUPTION OR MALFUNCTION OF THE UTILITIES, APPLIANCES OR FIXTURES, IF ANY, PROVIDED TO THE TENANT UNDER THE TERMS OF THIS AGREEMENT. TENANT HEREBY EXPRESSLY AGREES THAT ANY CARRIER WHICH ISSUES INSURANCE ON ANY PROPERTY STORED OR OTHERWISE LOCATED IN THE UNIT SHALL NOT HAVE ANY RIGHT OF SUBROGATION TO ANY CLAIM THE TENANT HAS AGAINST THE LESSOR, LESSOR'S AGENTS OR EMPLOYEES, INCLUDING LESSOR'S INSURANCE CARRIER. NOTHING CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE AN ADMISION BY LESSOR THAT TENANT'S STORED PROPERTY HAS ANY VALUE WHATSOEVER. Should any of Lessor's employees perform any services for Tenant at Tenant's request, such employees shall be deemed to be the agent of Tenant, regardless of whether payment for such services is made or not, and Tenant agrees to indemnify and hold Lessor harmless from all costs, expenses or liability in connection with or arising, directly or indirectly, from such services performed by employee of Lessor. Tenant agrees to notify Lessor immediately upon the occurrence of any injury, damage or loss suffered by Tenant or other persons on or within the Facility notwithstanding that Lessor shall not be liable for such occurrences. By placing his/her initials above, Tenant acknowledges that he/she has read and understands and agrees to the provisions of this Paragraph 6, and will comply with its requirements.

7. INSPECTION

Tenant shall provide Lessor, its agents or contractors or any representatives of the fire and police departments with access to the Unit upon request. Lessor may, in the event of an emergency or upon default by Tenant in the performance of its obligations hereunder, remove Tenant's lock and enter the Unit without notice to or consent from the Tenant in the event Tenant does not grant such access to the Unit. Lessor reserves the right to remove the contents of the Unit to another unit or location. Such access shall be for the purpose of making repairs or alterations to the Unit and taking such other action as may be necessary or appropriate to preserve the Unit, to comply with applicable law or to enforce any of Lessor's rights. As used in this Paragraph, the term "emergency" means any sudden, unexpected occurrence or circumstance that demands immediate action.

8. LIEN

THE LAWS OF CONNECTICUT PROVIDE LESSOR WITH A LIEN ON ALL PROPERTY IN A SELF-STORAGE FACILITY FOR THE PAYMENT OF RENT, LABOR OR OTHER CHARGES INCURRED IN RELATION TO SUCH PROPERTY, FOR EXPENSES INCURRED IN THE PRESERVATION OF SUCH PROPERTY AND FOR EXPENSES REASONABLY

INCURRED IN THE SALE OR OTHER DISPOSITION OF SUCH PROPERTY. IN ADDITION, TENANT HEREBY GIVES LESSOR A CONTRACTUAL LANDLORD'S LIEN ON ALL PROPERTY NOW OR AT ANY TIME HEREAFTER STORED IN THE UNIT OR AT THE FACILITY TO SECURE THE TIMELY PERFORMANCE OF TENANT'S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT OF ALL RENT, CHARGES, EXPENSES, FEES, AND COSTS RELATED TO TENANT'S OCCUPANCY OF THE UNIT.

9. DEFAULT AND SALE OF GOODS Tenant Initials: _____ X

TIME IS OF THE ESSENCE in the performance of this Agreement and in the payment of Monthly Rent and of all other amounts to be paid by Tenant. If any Monthly Rent or other amount shall be due and unpaid, or if Tenant shall breach, violate or fail or refuse to perform any covenant, condition or term of this Agreement, Tenant shall be deemed in default in the performance of this Agreement. Tenant agrees to vacate the Unit upon notice of any such default. Nothing contained in this Agreement shall be construed as limiting Lessor's rights and remedies as provided under the laws of Connecticut. In case of default, and without prejudice to any other remedies, Lessor may:

A. Terminate this Agreement; and/or

B. SEIZE AND SELL THE PROPERTY AGAINST WHICH A LIEN HAS ATTACHED UNDER CONNECTICUT SELF-STORAGE FACILITY ACT, CHAPTER 743, SECTIONS 42-159 et seq. THAT LAW PROVIDES FOR COMMENCEMENT OF LIEN FORECLOSURE ON THE PROPERTY AFTER A DEFAULT. BEFORE SUCH SALE IS HELD, LESSOR SHALL DELIVER THE NOTICE OF THE DEFAULT IN PERSON OR MAIL SUCH NOTICE BY CERTIFIED MAIL, RETURN-RECEIPT REQUESTED, TO TENANT AT THE TENANT'S LAST KNOWN ADDRESS; AND MAY ADVERTISE THE TIME, PLACE AND TERMS OF THE SALE TWICE WITHIN A PERIOD NOT LESS THAN TEN (10) DAY PRECEDING THE DATE OF SALE IN A NEWSPAPER OF SUBSTANTIAL CIRCULATION IN DANBURY, CT (E.G., THE NEWS TIMES). THE SALE SHALL BE HELD AT THE FACILITY OR AT THE NEAREST SUITABLE PLACE. TENANT SHALL PAY ALL COSTS AND EXPENSES INCURRED FOR THE SALE OR DISPOSITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, COSTS INCURRED IN THE PRESERVATION OF THE PROPERTY, ADVERTISING COSTS, ATTORNEYS' FEES, COURT COSTS, AND SEARCH COSTS.

10. PROPERTY NOT SOLD

If any property remains unsold after Lessor has complied with all the requirements of the Connecticut law summarized in Paragraph 9.B., Lessor may dispose of this property in any manner considered appropriate by Lessor, including, but not limited to, destroying the property.

11. BANKRUPTCY

Lessor may terminate this Agreement in the event Tenant files a voluntary petition in bankruptcy, has a petition in involuntary bankruptcy filed against him/her, makes an assignment for the benefit of creditors, is placed in receivership or is the subject of any other similar type of legal action or an action wherein the right to use and occupy the Unit is at issue.

12. TERMINATION AND REFUND OF SECURITY DEPOSIT

In the event of a termination of this Agreement, including a termination under Paragraphs 1, 9, 11, 12, 14 or 29: (A) Tenant shall thereafter have no right, title, or interest in or to the Unit, (B) Tenant shall, subject to Lessor's lien rights as referenced in Section 8, remove all of Tenant's personal property from the Unit, (C) Tenant shall immediately deliver possession of the Unit to Lessor in the same condition as delivered to Tenant on the Agreement Date, reasonable wear and tear excepted, and (D) this Agreement shall, subject to any rights Lessor may have under this Agreement or under the laws of Connecticut to recover amounts owed by Tenant, become null and void and of no further force and effect. In the event of a sale or other disposition of Tenant's property under Sections 9 or 10, it is agreed that the later date of any such sale or other disposition shall constitute the date of termination of this Agreement. Lessor shall, within a reasonable period of time after the termination of this Agreement and Tenant's performance of all of its obligations hereunder, refund to Tenant at Tenant's last known address any remaining balance of the Security Deposit that has not otherwise been set-off against amounts owed to Lessor.

13. WAIVER

No waiver by Lessor, its agents, representative or employees of any breach or default in the performance of any covenant, condition or term contained herein shall constitute a waiver of any subsequent breach or default in the performance of the same or any other covenant, condition or term hereof.

14. CHANGE OF TERMS

All terms of this Agreement, including without limitation, conditions of occupancy, MONTHLY RENT and other charges are SUBJECT TO CHANGE UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE to Tenant. In such event, either Tenant may terminate this Agreement pursuant to its terms or the change will be effective and apply to the tenancy.

15. INDEMNITY AND HOLD HARMLESS

TENANT INDEMNIFIES AND HOLDS LESSOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, FOR LOSS OR DAMAGE ARISING FROM THE USE OF THE UNIT OR THE FACILITY BY TENANT OR TENANT'S AGENT OR GUEST (INCLUDING ANY ALTERNATE PARTY NAMED IN THIS AGREEMENT) OR FROM ANY ACTIVITY, WORK OR THING DONE OR PERMITTED OR SUFFERED TO BE DONE IN THE UNIT OR AT THE FACILITY BY TENANT OR TENANT'S AGENT OR GUEST (INCLUDING ANY ALTERNATE PARTY), INCLUDING ANY LOSS OR DAMAGE TO PROPERTY OR PERSONAL INJURY.

16. SUBLETTING, ASSIGNMENT AND ACCESS

Tenant may not (A) sublet or jointly occupy the Unit or any portion thereof, (B) assign this Agreement or (C) give any third party access to the Unit or the Facility without, in each case, the prior written permission of Lessor. Tenant shall at all times be liable for any and all actions of any party authorized by Tenant to have access to the Unit, including any Alternate Party named in this Agreement. Lessor may at any time assign this Agreement, in which event Lessor shall no longer be responsible or liable under the terms of this Agreement. The provisions of this Agreement shall apply to, bind and obligate the heirs, executors, administrators, representatives, successors and permitted assignees of the parties hereto.

17. ACCURATE INFORMATION

TENANT HEREBY WARRANTS THAT ALL THE INFORMATION GIVEN BY HIM/HER AND INCORPORATED IN THIS AGREEMENT IS TRUE, COMPLETE AND ACCURATE AT THE TIME OF EXECUTION OF THIS AGREEMENT. Tenant agrees to immediately notify Lessor in writing, by certified mail or by hand delivery, if any information changes.

18. SEVERABILITY

Any declaration that a part of this Agreement is, for any reason, invalid, void or unenforceable shall not affect the validity of the balance of this Agreement. The parties agree that, in such event, this Agreement shall remain in full force and effect as if it had been executed with the invalid, void or unenforceable part eliminated. The parties confirm that they would have executed the remainder of this Agreement without including any part that may hereafter be declared invalid, void or unenforceable.

19. APPLICABLE LAW

This Agreement and any actions arising between the parties shall be construed under and in accordance with the substantive laws of the State of Connecticut.

20. DISCLAIMER OF WARRANTIES

Lessor's agents and employees are not authorized to make warranties or representations about the Unit or the Facility. Tenant shall not rely upon statements made by these agents and employees, nor are any of these statements a part of this Agreement. Only those warranties expressly set forth herein shall apply to the Unit or Facility, and THERE ARE NO OTHER WARRANTIES BY LESSOR, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THAT APPLY TO THE UNIT OR FACILITY. Tenant agrees that he/she has been given an opportunity to inspect the Unit and Facility and accepts them AS IS and WITH ALL FAULTS.

21. ENTIRE AGREEMENT

Except as provided in Section 23, this Agreement constitutes the sole and entire agreement and understanding of the parties, and supersedes any prior written or oral agreements or understandings between the parties, with respect to the subject matter hereof. No amendment or alteration of the items herein shall be binding unless it is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto, except that selected terms may be modified pursuant to the provisions of Sections 14 and 23.

22. HEADINGS

The paragraph headings in this Agreement are included only for convenience, and are not to be used in construing this Agreement or in ascertaining the intentions of the parties.

23. RULES AND REGULATIONS

Lessor may post Rules and Regulations for safety, care and cleanliness of the Facility. These Rules and Regulations will become a part of this Agreement. Tenant acknowledges that it has seen any Rules and Regulations posted as of the Agreement Date, and agrees to comply with these Rules and Regulations, and with any future amendments or additions.

24. SIGNS, ALTERATIONS AND WASTE

Tenant shall not make nor allow to be made any alterations to the Unit or Facility, nor post any signs on the Unit or at the Facility without the express written consent of Lessor. Tenant shall not commit nor suffer to be committed any waste in or on the Unit or at the Facility.

25. PARKING

Tenant agrees that parking shall be permitted only in the areas provided and that no parking shall be permitted overnight without the express written permission of Lessor. Loading and unloading of vehicles shall not be done in a way as to block access to other storage units and shall be accomplished as rapidly as possible.

26. ATTORNEYS' FEES

In the event any action is instituted or other proceedings taken to enforce any term, covenant or condition of this Agreement, to recover any rent or charge due or to recover possession of the Unit or of any part of the Facility due to any default or breach of this Agreement by Tenant, Tenant agrees to and shall pay Lessor's attorneys' fees, costs and expenses in connection therewith as well as all other fees, cost and expenses incurred by Lessor, all of which shall be considered rent hereunder.

27. CHANGE OF ADDRESS

TENANT SHALL FURNISH LESSOR WITH WRITTEN NOTICE, BY CERTIFIED MAIL OR BY HAND DELIVERY, OF ANY CHANGE OF TENANT'S ADDRESS OR PHONE NUMBER.

28. LOCK

Tenant shall provide, at Tenant's expense, ONE lock for the Unit that Tenant, in his/her sole discretion, considers sufficient to secure the Unit. Tenant shall immediately lock the Unit upon execution of the Agreement, and shall not provide Lessor or Lessor's agents with a key and/or combination to the lock unless deliveries are to be accepted by Lessor on Tenant's behalf pursuant to a separate written agreement to that effect. LESSOR MAY REMOVE EITHER ONE OF TWO TENANT LOCKS ON THE SAME SPACE

29. ABANDOMENT

In the absence of written notice to Lessor to the contrary, Landlord may immediately terminate this Agreement and deem Tenant to have abandoned the Unit if all property is removed from the Unit for ten (10) consecutive days, Tenant has failed to make his/her Monthly Rent payment before the due date and Tenant has removed the lock from the Unit.

30. SPECIAL CONDITIONS AND LIEN DISCLOSURES

There are no special conditions or liens on the property other than: _____.

31. WAIVER OF JURY TRIAL

TO THE EXTENT PERMITTED BY LAW, LESSOR AND TENANT, FOR THEMSELVES AND THEIR AGENTS, GUESTS AND INVITEES, WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ALL ACTIONS THAT MAY ARISE OUT OF OR BE IN ANY WAY RELATED TO THIS AGREEMENT OR THE OCCUPANCY OF THE UNIT.

NOTICE TO TENANT: DO NOT SIGN THIS AGREEMENT BEFORE READING IT. KEEP A COPY OF THIS AGREEMENT FOR YOU RECORDS. BY SIGNING BELOW, TENANT ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTOOD AND ACCEPTED ALL THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Agreement Date.

LESSOR: PUTNAM SELF-STORAGE COMPANY, LLC

TENANT:

By: _____

Manager

_____

DANBURY LIBRARY
From Text to Technology

29

April 23, 2002

Mayor Mark D. Boughton
Danbury City Hall

Dear Mayor Boughton:

We have received the following donations:

	DONOR	AMOUNT
1.	Ms. Edyce D. Hornig, 6 Hillandale Road, Danbury 06811	$22.00
2.	Elizabeth Santore, 12 S. Meadow Dr., Danbury, 06811	220.25

Please place these items on the agenda for the May Common Council meeting and credit these donations as follows: $22.00 into the BOOKS line-item #7000.5661 and $220.25 into the AUDIOBOOKS line-item #7000.5667.

Sincerely,

Betsy

E. McDonough
Director

c: City Clerk
D. Setaro - Director of Finance

DONATE.DOC

170 Main Street ■ Danbury CT 06810 ■ (203) 797-4505 ■ FAX (203) 796-1677 ■ danburylibrary.org

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CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

May 7, 2002

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

Re: Donation of Two Units – Q90 Equipment

Dear Council Members:

Mr. Morton Warnow of 19 Main Street, Danbury has generously donated two TDD Acoustical Adapters to the City. Both a deaf person and a hearing person can use the two units for face-to-face communication in the workplace, in the police station, or any place where exacting, precise English communication is needed.

These units can be used in any City department where a need is found. These units will also work to make deaf people more employable by the City and can also be of benefit to taxpayers when they need to do business with City offices.

I ask that you accept these donations from Mr. Warnow who is also available to any of you who might wish to discuss this technology with him.

Sincerely yours,

Mark D. Boughton
Mayor

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

June 17, 2002

To: Mayor Mark Boughton
Members of Common Council

From: Planning Commission

Re: 8-24 Referral – May C.C Agenda Item 31 – 76-78 Balmforth Avenue.

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

At the May 15, 2002 meeting, the Planning Commission made a motion to again give this a negative recommendation because there has been no new information presented. The motion was passed unanimously.

Sincerely,

Joseph Justino
Chairman

JJ/jr

c:

Engineering Dept.
Corporation Counsel

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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

May 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: 76-78 Balmforth Avenue

Dear Mayor and Council Members:

In view of additional information regarding the above captioned matter, I request the appointment of an ad hoc committee to further study the matter.

Sincerely yours,

Warren Levy

Warren Levy
President

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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

May 7, 2002

Hon. Warren Levy, President
Members of the Common Council
City Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Civil Service Test Benefits – Volunteer Firefighters

Dear Council Member:

We are requesting that an ad hoc committee be appointed for the purpose of researching the possibility of assisting volunteer firefighters in receiving benefits on the civil service test for the fire department and also making recommendations to the Civil Service Commission.

Thank you for your consideration in this matter

Sincerely,

Paul McAllister
2nd Ward

Thomas Saadi
4th Ward

33

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

May 7, 2002

Mayor Mark D. Boughton
Members of the Common Council
City Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Installation of Sprinklers

Dear Mayor and Council Members:

I would like to request the appointment of an ad hoc committee to research the viability of adding an amendment to the Building Code regarding the installation of sprinklers into all new housing unit construction and remodeling of older units.

Sincerely,

Paul McAllister
2nd Ward

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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

May 7, 2002

Mayor Mark D. Boughton
Members of the Common Council
City Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mayor and Council Members:

We are requesting that an ad hoc committee be appointed to research the possibility and feasibility of assisting any public safety employee of the City of Danbury in the purchase of a primary residence within the City limits.

Sincerely,

Paul McAllister
2nd Ward

Connie Shuler
6th Ward

Celebrating the Celebration for 75 Years

Jensen's
RESIDENTIAL COMMUNITIES

35

April 29, 2002

Mr. Warren Levy
Common Council President
C/O City Clerk
155 Deer Hill Avenue
Danbury CT 06810

Dear Mr. Levy:

Jensen's Inc. is the owner and manager of the Lakeview community located off West Kenosia Avenue. Lakeview is a manufactured housing community for people 55 and over.

With this letter we are requesting that the Common Council consider extending city sewer service to Lakeview. It is our understanding that preliminary plans have been prepared to extend sewer service from the Kenosia Park concession stand to Jensen's property.

We are further requesting an "assessed sewer" which would make us responsible for the cost of the sewer installation over 20 years. We also understand that Jensen's Inc. will be the only property owner to be assessed for this sewer extension, for Jensen's will be the only property to utilize this sewer main. Our plan would be to install the sewer lines along with new water lines and roadways over three phases (and three years) to keep disruption to the community to a minimum.

Installing city sewer to Lakeview will provide our customers with a higher level of service and eliminate almost 200 septic systems.

We appreciate your consideration in this matter.

Sincerely yours,
JENSEN'S INC.

Keith E. Jensen
Vice President

Cc: Mark D. Boughton - Mayor
William Buckley – City Engineer
Mario Ricozzi – Super. Of Public Utilities
Robert Shields – Attorney at Law 90 Gillett Street Hartford, CT 06105

Jensen's, Inc., 246 Redstone Street, P.O. Box 608, Southington, CT 06489 Tel (860) 793-0281 Fax (860) 793-6909

COHEN and WOLF P.C.
ATTORNEYS AT LAW

HERBERT L. COHEN
(1928-1983)

AUSTIN K. WOLF
MARTIN F. WOLF
RICHARD L. ALBRECHT
JONATHAN S. BOWMAN
IRVING J. KERN
MARTIN J. ALBERT
STEWART I. EDELSTEIN
NEIL R. MARCUS
G. KENNETH BERNHARD
DAVID L. GROGINS
GRETA E. SOLOMON
ROBIN A. KAHN
RICHARD G. KENT
RICHARD SLAVIN
DANIEL S. NAGEL
RICHARD J. DI MARCO
DAVID B. ZABEL
MARK A. KIRSCH
DAVID M. LEVINE
JOSEPH G. WALSH
DAVID A. BALL
JOCELYN B. HURWITZ
STUART M. KATZ
MONTE E. FRANK
PATRICIA C. SULLIVAN
VINCENT M. MARINO
ANN B. MULCAHY
MARNIE J. RUBIN
ARI J. HOFFMAN
BARBARA M. SCHELLENBERG
FREDERIC B. EISMAN

OF COUNSEL
ROBERT J. ASHKINS
STUART A. EPSTEIN
JACK E. MCGREGOR

36

April 29, 2002

HAND DELIVERED

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

RE: Spring Ridge Development, LLC
Sewer and Water Extension
Bear Mountain Road, Margerie View, Danbury, Connecticut
(now known as Spring Ridge)

Gentlemen/Mesdames:

By this letter I am hereby requesting that the Common Council extend the Sewer and Water Extension Approval granted by the Common Council in December of 2000 with respect to the above project. The on-site work for the sewer and water is nearly complete and it is anticipated that off-site work will commence in the near future.

Kindly place this matter on the next agenda of the Common Council for consideration.

Very truly yours,

Robin A. Kahn

RAK/lr
enc:

cc: Spring Ridge Development, LLC

1115 BROAD STREET
P.O. BOX 1821
BRIDGEPORT, CT 06601-1821
TEL: (203) 368-0211
FAX: (203) 394-9901

158 DEER HILL AVENUE
DANBURY, CT 06810
TEL: (203) 792-2771
FAX: (203) 791-8149

190 MAIN STREET
WESTPORT, CT 06880
TEL: (203) 222-1034

112 PROSPECT STREET
STAMFORD, CT 06904
TEL: (203) 964-9907
FAX: (203) 576-8504

COMMON COUNCIL - CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER/WATER

37

Sewer X

Water _____

Name of Applicant: Dolores Tilbe

Address: 8 Claremont Terr,

Telephone: 7434544 or Frank Figueiredo office 7480470-7433222

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

Located at: 8 Claremont Terrace

Assessors's Lot No. M 10 033 M-10-033

Zone: R-20

Intended Use:

Retail _____

Office _____

Mixed Use _____

Industrial _____

Single Family Residential _____

Multiple Family Development X Residential

Number of Efficiency Units _____

Number of 1 Bedroom Units _____

Number of 2 Bedroom Units _____

Number of 3 Bedroom Units 6

" " 6 " " 6

Total Number of Units 12

Dolores Tilbe
SIGNATURE

DATE

COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
148 DEER HILL AVENUE, POST OFFICE BOX 440, DANBURY, CONNECTICUT 06813-0440

FRANCIS J. COLLINS
EDWARD J. HANNAFIN
JACK D. GARAMELLA
PAUL N. JABER
JOHN J. TUOZZOLO*
ROBERT M. OPOTZNER**
E. O'MALLEY SMITH
THOMAS W. BEECHER
EVA M. DEFRANCO
CHRISTOPHER K. LEONARD
GAIL HAMATY MATTHEWS***
LAURA A. GOLDSTEIN
GREGG A. BRAUNEISEN**

*OF COUNSEL
**ALSO ADMITTED IN NEW YORK
***ALSO ADMITTED IN PENNSYLVANIA

TELEPHONE (203) 744-2150
EXTENSION: 3304
FACSIMILE (203) 791-1126

RIDGEFIELD OFFICE:
24 BAILEY AVENUE
RIDGEFIELD, CONNECTICUT 06877
TELEPHONE (203) 438-7403
FACSIMILE (203) 438-7425

INTERNET ADDRESS:
HTTP://WWW.CHGJTLAW.COM
PLEASE RESPOND TO DANBURY OFFICE

April 29, 2002

HAND DELIVER

Mr. Warren Levy
President, Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: Larson Drive
Our File No. 98-5883-286-P

Dear Mr. Levy:

Please be advised I represent Kensington Woods, LLC, Developer of the Kensington Woods Condominiums off of Larson Drive. Please accept this letter as our request for the City of Danbury to accept Larson Drive as a town road. I am enclosing herewith a copy of the map outlining the area to be conveyed to the City of Danbury. I will provide the City Engineer's office the appropriate maps for their file.

If you have any questions, please do not hesitate contact me. Please advise me of the date of the Common Council Committee Hearing on the above.

Yours very truly,

Paul N. Jaber

PNJ:da
Enclosure
cc: Carl Kuehner

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March 26, 2002

Common Council
155 Deerhill Ave.
Danbury, CT 06810

Dear Common Council,

I am a homeowner at 17 Terre Haute Road, which is adjacent to a State or City owned house at 19 Terre Haute Road.

I would like to inquire as to whether or not this house will be available for sale and have been directed to your office.

Would you be able to give me any additional information or direct me to the proper office/agency for further inquires? I am interested in buying and maintaining the house for rental and investment purposes.

Thank you for your help and consideration.

Karen L. Womelsdorf

17 Terre Haute Road
Danbury, CT 06810
203-798-2657

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To: Common Council
City of Danbury

From: Caroline Lavoie
35 Pickett District Rd apt B-1
New Milford Ct 06776
(860) 350-8023

Regarding: 60 Forest Ave
Danbury CT

It has come to my attention that I will be requiring more time for the sewer extension. The sewer extension was revised and approved by you on December 18th of 2000, Report # 30. This approval was to expire 18 months following the date of the common council action. I would greatly appreciate it if you would review our request.

Sincerely,

Caroline Lavoie

Caroline Lavoie
4/10/02

COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
148 DEER HILL AVENUE, POST OFFICE BOX 440, DANBURY, CONNECTICUT 06813-0440

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**ALSO ADMITTED IN NEW YORK
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RIDGEFIELD OFFICE:
24 BAILEY AVENUE
RIDGEFIELD, CONNECTICUT 06877
TELEPHONE (203) 438-7403
FACSIMILE (203) 438-7425

INTERNET ADDRESS:
HTTP://WWW.CHGJTLAW.COM
PLEASE RESPOND TO DANBURY OFFICE

April 22, 2002

HAND DELIVER

Mr. Warren Levy
President, Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: Shelter Rock Road and Plumtrees Road - Road Widening Strip
Ginsburg Development CT, LLC

Dear Mr. Levy:

Please be advised I represent Ginsburg Development CT, LLC, developers of Woodland Hills located off of Shelter Rock Road and Plumtrees Road. The Planning Commission approval of said project required the conveyance of a road widening strip to the City of Danbury. I am enclosing herewith several maps which outline the portion to be conveyed to the City of Danbury.

Please accept this letter as the developer's application for acceptance of said parcels of land, shown as Parcel X and Parcel Y on the enclosed maps. Please advise me of the date of any Committee Hearings.

Yours very truly,

Paul N. Jaber

PNJ:da
cc: Frank Caico
Enclosures

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APRIL 30, 2002

TO: CITY OF DANBURY COMMON COUNCIL

FROM: MR. ANTHONY J. JAMES I
2 ELWELL PL. APT. C
DANBURY CT. 06810 (#730-0375)

Dear common council members, I would like to bring to your attention an issue concerning our cities recreational facilities. In our public parks and playgrounds we do not have any outdoor basketball courts. I have discussed this situation over with many people in our community and have been suggested to write this council in a hope to address this issue. In every neighboring town or city you will find a basketball court in the public parks. Our public parks, such as Hatters Park, Candlewood Park, Lake Kenosia, Rogers Park, and Highland Avenue Park do not have basketball courts. It seems very unfair if other activities are represented in these public places and basketball is not. Also, these parks have the space that is required to put up nice outdoor courts.

If this issue can be discussed at your next meeting and some type of conclusion sought out it will be very much appreciated.

Thank you,

Anthony J

Cc. Mayors office
NAACP
PARKS & RECREATION

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CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF POLICE
120 MAIN STREET

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

MEMORANDUM

TO: HELENA ABRANTES, DANBURY CITY CLERK AND
MEMBERS OF THE DANBURY COMMON COUNCIL

FROM: ROBERT L. PAQUETTE, CHIEF OF POLICE

SUBJECT: **ADDITIONAL FUNDING APPROPRIATION REQUEST FOR POLICE SPECIAL SERVICES 2000.5052, FY 01-02**

DATE: 4/13/2002

CC: MARK D. BOUGHTON, MAYOR AND DOMINIC A. SETARO, JR., FINANCE DIRECTOR

The Danbury Police Department hereby requests an additional $250,000 be appropriated to the Police Special Services fund. These funds are necessary for meeting projected weekly payroll obligations for these extra services. These funds are later returned to the city's general fund as indirect revenue as the private sector pays for these extra police services

The current As Amended Budget for Police Special Services for FY 01-02 amounts to $825,000. Those funds will be exhausted before the end of April 2002 at the current rate of services rendered.

Thank you for your anticipated consideration in the replenishment of these required funds for police payroll obligations.

Robert L. Paquette, Deputy Chief of Police

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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Mark D. Boughton via the Common Council

FROM: Dominic A. Setaro, Jr., Director of Finance

RE: **WATER FUND**

DATE: May 1, 2002

CC: Mario Ricozzi

CERTIFICATION

Per the attached request from Superintendent of Public Utilities Mario Ricozzi, I hereby certify the availability of $90,000 to be transferred from the Water Fund, Fund Balance to the line item, "Utility Service", Account #9805.5326.

Should you need any additional information, feel free to give me a call.

Dominic A. Setaro, Jr.

DAS/jgb

WaterFund

CITY OF DANBURY

DEPARTMENT OF PUBLIC UTILITIES

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

MARIO RICOZZI, P.E., F.ASCE
SUPERINTENDENT OF PUBLIC UTILITIES

(203) 797-4539
FAX: (203) 796-1590

April 30, 2002

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

RE: **Request For Additional Funding**
Water Department

Dear Mayor Boughton and Members of the Common Council:

Please accept this request for additional funding for electrical costs involved with pumping water from Lake Kenosia to West Lake Reservoir. The amount requested is $90,000 to cover the period from February 14th until the end of the fiscal year. The funds should be applied to account 9805.5326 Utility Service.

The transfer of water from Lake Kenosia to the West Lake Reservoir has not been needed since the mid 1980s. We have generally been pumping between 4 and 7 million gallons per day to supplement other waters being transferred to our primary reservoirs. The amount of water pumped varies with lake level. The cost of electricity will also be used for running the well field at Lake Kenosia during the bathing season when the diversion would generally not be used.

The diversion of water is evaluated on a daily basis and will be reduced and or ended should it no longer be needed. Please remind your constituents of the water supply emergency and the mandatory water restrictions in place.

I will be happy to review the information with you should you have questions.

Sincerely,

Mario Ricozzi, P.E., F.ASCE
Superintendent of Public Utilities

Enclosures:

C: William J. Buckley, Jr. P.E.
Dominic A. Setaro

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CITY OF DANBURY

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

PLEASE REPLY TO:

DANBURY, CT 06810

May 1, 2002

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

Re: Litigation Expenses

Dear Mayor and Council Members:

On February 28, 2002 Corporation Counsel Robert J. Yamin wrote to you regarding additional funding for the Office of the Corporation Council. At that time he advised you that depending on developments in the ice rink and landfill cases additional funding might well be necessary to cover the costs of defense for the balance of the fiscal year. As you know the ice rink cases have now been resolved, however in order to achieve favorable results in those cases a substantial amount of work was required which must now be paid for. In addition, while the ice rink cases have been resolved, a significant amount of work remains with respect to the defense of the landfill case.

As you know, every year at about this time we must determine whether or not this office will have sufficient funds to work with for the balance of the fiscal year. For the most part we do this by evaluating the advice we receive from our city attorneys and from the Director of Finance. Based upon that evaluation, we have concluded that in order to continue aggressive defense of the city's interests in all pending matters, further funding will, in fact, be needed.

At this time we have determined that in order to continue our aggressive defense of the city's interests we can anticipate additional billings of approximately three hundred and thirty-one thousand dollars ($331,000.00). Accordingly, I hereby request that the Common Council approve an appropriation of that amount, to be divided and placed in our accounts as follows: two hundred and ninety-three thousand dollars ($293,000.00) to account number 1150-5313 -- Litigation Special; twenty thousand dollars ($20,000.00) to account number 1150-5334 – Outside Services; and, eighteen thousand dollars ($18,000.00) to account number 1150-5311 – Professional Services.

Although it is impossible to know what our actual expenses will be, we hope that with any luck we will be able to return a portion of this amount to the general fund at the close of the fiscal year. As always, I appreciate your support and assistance as we undertake the honorable task of representing the City of Danbury and its residents.

Sincerely,

Eric L. Gottschalk
Assistant Corporation Counsel

cc: Dominic A. Setaro, Jr., Director of Finance
Robert J. Yamin, Corporation Counsel

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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Mark D. Boughton via the Common Council
FROM: Dominic A. Setaro, Jr., Director of Finance
RE: **PROBATE BUDGET**
DATE: April 4, 2002
CC: Dianne E. Yamin

CERTIFICATION

As per the attached request from Judge Dianne Yamin, I hereby certify the availability of $2,725 to be transferred from the Snow & Ice Removal budget line item, "Overtime Salaries", Account #3003.5030 to the following line items in the Probate Court budget:

Postage	Account #1040.5318	$1,000.00
Printing & Binding	Account #1040.5324	1,250.00
Leased Equipment	Account #1040.5330	475.00
	Total	$2,725.00

Should you need any additional information, feel free to give me a call.

Dominic A. Setaro, Jr.

DAS/jgb

ProbateCert

Judge
DIANNE E. YAMIN

Clerk
MARJORIE L. CERVENISKI

PROBATE COURT
DISTRICT OF DANBURY

155 Deer Hill Avenue
Danbury, Connecticut 06810
(203) 797-4521

District No. 034

Asst. Clerks
PATRICIA E. SAVIANO
SANDRA J. SCALZO
GRETCHEN G. HYDE

April 2, 2002

Mr. Dominic Setaro
Director of Finance
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut, 06810

IN RE: Probate Budget

Dear Dom:

We have made every effort to keep costs down and adhere to the "frozen" budget I had submitted on behalf of the Probate Court.

However, three line items are in need of funds to carry the Court through the end of this fiscal year.

Leased Equipment $475.00
(copier lease and paper usage higher than anticipated.)
Postage $1,000.00
(higher than anticipated volume.)
Printing and Binding $1,250.00
(higher than anticipated volume.)

Please let me know if you have any questions.

Very Truly Yours,

P.S. Thank you!

Dianne E. Yamin, Judge

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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Mark D. Boughton via the Common Council
FROM: Dominic A. Setaro, Jr., Director of Finance
RE: **HATTERS PARK – SECURITY DEPOSIT**
DATE: April 3, 2002
CC: Robert Ryerson, Sengdao Bergmann

CERTIFICATION

Attached you will find a request from Director of Parks & Recreation Robert Ryerson asking that $1,658 be reappropriated to his department line item, "Maintain Buildings-Structures", Acct. #7002-5502. These funds were security deposits that were not returned to various organizations because of damages caused to the hall or the pavilion rented at Hatters Park. I would, therefore, request that the Common Council approve the reappropriation of these funds.

Should you need any additional information, feel free to give me a call.

Dominic A. Setaro, Jr.

DAS/jgb

Attach.

HattersPark

CITY OF DANBURY
PARKS, RECREATION & FORESTRY DEPARTMENT

HATTERS COMMUNITY PARK
7 EAST HAYESTOWN ROAD
DANBURY, CONNECTICUT 06811

ROBERT G. RYERSON, DIRECTOR
TEL. (203) 797-4632
FAX (203) 797-4634

MEMORANDUM

TO: Dominic Setaro, Director of Finance

FROM: Robert G. Ryerson, Director of Parks & Recreation

DATE: April 2, 2002

RE: DEPOSITS NOT RETURNED

I received an e-mail from Sengdao Bergmann that the balance of deposits not returned due to damage to hall/pavilion at Hatters Park is $1658.00.

I am requesting this balance of $1658.00 be re-appropriated to this line item (7002.5502) for repairs to buildings and structures.

REI PROPERTY & ASSET MANAGEMENT
A GOODFELLOW COMPANY

48

April 25, 2002

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

RE: Ridgebury Hills Community Association

Gentlemen:

REI Property and Asset Management has recently assumed property management responsibility for the above homeowners association. We had contacted the Dept. of Public Works inquiring as to whether the City of Danbury would be maintaining the shoulder area on the west side of Briar Ridge Road between the road and the Boehringer Ingelheim fence or if the association should/ could make arrangement to have it taken care of.

We received the enclosed response from the City. Therefore, the association is requesting authorization from the Council to maintain the area in questions. We have enclosed a License Agreement similar to the sample provided by the City.

Your prompt response will be appreciated as the association is anxious to have this matter resolved.

A IVES STREET DANBURY, CONNECTICUT 06810 TELEPHONE 203 744 8400 FACSIMILE 203 744 2758 WWW.GOODFELLOWS.COM

Thank you for your attention to this request. Should you have any questions or if you require any additional information, please feel free to contact me.

Sincerely,

Arthur C. Stueck II

President, REI

Cc: Board of Directors

LICENSE AGREEMENT

THIS AGREEMENT is made this 1st day of May, 2002, by and between the CITY OF DANBURY, 155 Deer Hill Avenue (hereinafter "CITY") and RIDGEBURY HILLS COMMUNITY ASSOCIATION, INC. of the City of Danbury, County of Fairfield and State of Connecticut, (hereinafter "LICENSEE"):

WHEREAS, the CITY is owner of land on the west side of Briar Ridge Road between the road and the Boehringer Ingelheim fence, Danbury, Connecticut;

WHEREAS, the LICENSEE wishes to beautify and maintain said property in accordance with the right and approval as granted by the Danbury Common Council on and subject to the terms and conditions provided for herein;

WITNESSETH

THAT CITY grants a license to the licensee for the consideration of the mutual promises contained herein, the right to maintain and beautify the premises located on the west side of Briar Ridge Road between the road and the Boehringer Ingelheim fence in Danbury.

Said LICENSEE agrees to save harmless and indemnify the CITY from any and all claims, actions and other proceedings arising as a result of the negligence or action of the LICENSEE.

Said LICENSEE further agrees to provide to the CITY, a certificate of insurance naming the CITY an additional insured for the purposes of said intended use.

Said LICENSEE further covenants with the CITY that it will commit no waste on the premises, nor suffer the same to be committed thereon, nor injure or misuse the same, and also that it will not assign or sublicense the premises in any manner, but will deliver the premises to the CITY at the request of said CITY at any time during the course of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this _____day of _____,2002.

Signed, sealed and delivered
In the presence of:

CITY OF DANBURY

_____

By:_____

RIDGEBURY HILLS COMMUNITY ASSOCIATION, INC.

_____

BY:_____

10-March

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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

March 25, 2002

To: Mayor Mark Boughton
Members of Common Council

From: Planning Commission

Re: 8-24 Referral - 10 – Blueberry Lane, Maple Glen Trailer Park

The Planning Commission has received a request from the Common Council for a report pursuant to C.G.S 8-24, regarding the above referenced item.

At the March 20, 2002 meeting, the Planning Commission voted unanimously to give a positive recommendation for this request.

Sincerely,

Joseph Justino
Chairman

c: Engineering Dept.
Corporation Counsel

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DENNIS I. ELPERN
DIRECTOR OF PLANNING

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

March 19, 2002

To: City of Danbury Planning Commission

From: Dennis I. Elpern

Re: Blueberry Lane, Maple Glen Trailer Park
Acquisition of a Water Easement

In 2000, the U.S. Environmental Protection Agency ordered the Maple Glen Trailer Park to connect with the City's water system because of pollution of their well. At its April 4, 2000 meeting, Common Council approved the extension of the water main from Old Ridgebury Road to the trailer park. The water main was so extended. Our customary procedure requires that title to the water main and its related easement be transferred to the City.

Because we cannot identify the owner of Blueberry Lane, however, the City is proposing to condemn an easement necessary for the water main and to instruct Corporation Counsel to take whatever steps are necessary to achieve ownership of the easement.

Given the order by EPA, this is not an issue of whether we should extend the water line to the Maple Glen Trailer Park, but rather authorization to acquire the necessary easement. Consequently, we support the request and urge a positive referral.

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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

April 29, 2002

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

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

Dear Mayor & Council Members;

At the 2002 April meeting of the Aviation Commission it was requested that the Reliant Aircraft lease be forwarded to you for approval or denial.

The Aviation Commission has approved this lease at a prior meeting.

Sincerely,

Paul D. Estefan
Airport Administrator

Cc: File
Boughton11

LEASE

THIS LEASE made this _____ day of April 2002, between **the CITY OF DANBURY**, a municipal corporation, organized and existing under and by virtue of the laws of the State of Connecticut, and **RELIANT AIRCRAFT SERVICE, INC.**, a Connecticut corporation having an office and principal place of business on Wibling Road, Danbury, Connecticut, 06811, hereinafter referred to respectively as "LESSOR" and "LESSEE".

WITNESSETH:

That the LESSOR hereby leases to the LESSEE and the LESSEE hereby leases from the LESSOR, that certain piece or parcel of land hereafter referred to as "the premises", more fully described on Exhibit A attached hereto and made a part hereof, for the purpose of conducting business as a fixed-base operator (FBO) at Danbury Municipal Airport, as defined in the Minimum Standards for Lease and/or Use of Danbury Municipal Airport, effective May 10, 1988, as amended, a copy of which is attached hereto and made a part hereof as Exhibit B. IT IS FURTHER MUTUALLY AGREED between the parties as follows:

1. TERM.

The term of this lease (which lease automatically supercedes any other lease for the premises), shall be for eight (8) years, commencing upon the execution hereof, at an annual rent of Five Thousand One Hundred ($5,100.00) dollars payable yearly, in advance. There shall be two (2) five (5) year options to renew given to the LESSEE, at such annual rent as may be established by an appraisal of the premises, agreed to by the parties, to be completed and available at least 180 days prior to the expiration of the base term of this lease. If no appraisal exists by such date, or if the parties are unable to agree on a rent for the option period(s), the annual rent for the first option period shall be Twelve (12%) percent over the present rent, and another Twelve (12%) percent for the second option period.

2. **WAIVER OF CLAIMS.**

LESSEE, as a material part of the consideration to be rendered to LESSOR, hereby waives all claims against LESSOR for damages to goods, wares and merchandise in, upon or about the premises and for injuries to persons in or about the premises, from any cause arising at any time, and LESSEE will hold LESSOR exempt and harmless from any claim, damage or injury to any person, or to the goods, wares and merchandise of any person arising from the use of the premises by LESSEE, or form the failure of LESSEE to keep the premises in good condition and repair.

3. **UTILITIES/INSURANCE.**

LESSEE will pay for all applicable water, gas, heat, light, power, sewer service, telephone service and all other similar service supplied to said premises. LESSEE will also maintain liability insurance in the amount of $2,000,000 which amount may be increased from time to time upon notification to LESSEE by LESSOR, naming the City of Danbury as an additional insured. Said insurance certificate shall be submitted to the LESSOR prior to the execution hereof.

4. **TITLE TO STRUCTURES.**

Title to all appurtenant structures as may be constructed by the LESSEE on the premises as a part of the improvements at the facility shall remain in the LESSEE during the term of this lease and are taxable to the LESSEE during said term and any renewal thereof. At such time as this lease has terminated, title in and to all appurtenant structures not presently owned by the LESSOR shall revert to LESSOR. Notwithstanding the foregoing, provided that the LESSEE shall have received the LESSOR'S permission in advance, it shall have the option of removing, renovating, repairing and rebuilding any existing building located on the leased premises during the term of the lease without replacing any buildings which existed as of the date of the lease upon the expiration of the term of the lease.

The parties agree that the fuel tanks situated on a concrete pad on the northeast side of the premises, as shown on Exhibit A, shall be removed by the LESSEE at the termination of this Lease or any renewal thereof.

5. OPERATIONS / COMPLIANCE / SUB-TENANCY.

During the term of this lease, the LESSEE shall be solely responsible for maintenance, repair, service and upkeep of the premises. The LESSEE shall have the right to use all appurtenant structures in the conduct of its business, provided, however, that such use shall at all times be in accordance with Exhibit B as amended from time to time, provided such amendment or amendments do not substantially adversely impact the conduct of LESSEE'S business or its use of the premises in a manner which substantially deviates from that applicable to other airport users or tenants. The LESSEE specifically recognizes that it may not sublease the premises or assign the lease except in accordance with the provisions of Exhibit B and without the approval of the Aviation Commission, which approval shall not be unreasonably withheld. In the event of a sublease of all or a portion of the premises, LESSEE agrees to assume responsibility for compliance with the terms of this lease by any such sublessee.

6. ON-SITE MANAGEMENT / ACCOUNTABILITY.

LESSEE specifically agrees to employ full-time an on-site manager which person or his designee shall be available during normal business hours in order to respond to any activity or action concerning this lease agreement. When such need arises, LESSEE further agrees to be fully accountable, as pertains to its obligations under this lease for any actions of its tenants, sublessees or other persons and entities operating on said premises or off by virtue of any agreement whether written or oral with RELIANT AIRCRAFT SERVICE, INC. RELIANT AIRCRAFT SERVICE, INC., further agrees to ensure the full compliance with all airport rules and regulations by all such tenants, sublessees or other persons or entities and agrees to directly respond to LESSOR on any issues concerning said parties and directly act concerning same.

7. NOTICES.

All notices to be given to the LESSEE shall be given in writing by hand delivery or by depositing the same in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the LESSEE at Wibling Road, Danbury, Connecticut, 06811. All notices to the LESSOR shall be given in writing to the City Clerk by hand delivery or by depositing same in the United States mail, postage prepaid, certified mail, return receipt requested addressed to the LESSOR, c/o City Clerk with copies to the Corporation Counsel, City of Danbury, 155 Deer Hill Avenue, Danbury, Connecticut, 06810 and to the Airport Administrator, P.O. Box 2299, Wibling Road, Danbury, Connecticut, 06813.

8. ADHERENCE TO AIRPORT REGULATIONS.

The LESSEE will observe all existing municipal regulations and state and federal laws including Part 139 Compliance procedures set forth in Exhibit E as may affect the operation of its business and the use of the premises, and further will observe and abide by the rules, regulations and guidelines as may be set forth from time to time by the Aviation Commission or the appropriate governing body, provided that such rules, regulations and guidelines as applied to LESSEE shall not be in a manner which substantially deviates from that applicable to other airport users or tenants.

9. RIGHT TO INSPECT.

LESSEE acknowledges the right of the LESSOR to inspect the premises, upon reasonable notice, during normal business hours for purposes of FAA compliance with any other federal or state law or local rules or regulations.

10. AIRPORT RULES AND REGULATIONS.

All applicable provisions of Exhibit B attached hereto and made a part hereof and as may be amended are incorporated herein and made a part hereof.

11. SUCCESSORS AND ASSIGNS.

The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto.

12. QUIET ENJOYMENT.

LESSOR has good right to lease the premises and LESSOR will suffer and permit LESSEE to occupy, possess and enjoy the premises during the term without hindrance or molestation from the LESSOR or any person claiming by, from or under LESSOR.

13. WASTE.

LESSEE leases the premises and will pay the rent therefor as aforesaid; and LESSEE will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; but will deliver up the same at the expiration or sooner termination of its tenancy in as good condition as now existing; except as herein stated, ordinary wear and tear and other unavoidable casualties excepted.

14. TERMINATION / RE-ENTRY / NO NOTICE.

If rent shall remain unpaid thirty (30) days after the same shall become payable as aforesaid, or the LESSEE shall commit waste or suffer the same to be committed on the premises, or shall injure or misuse the same, or shall violate any of the terms, provisions, or conditions herein contained, or if the LESSEE commits an act of bankruptcy, or if the LESSEE makes an application to its creditors for the composition of its debts or executes an assignment for the benefit of creditors, or files a voluntary petition of bankruptcy or an involuntary petition in bankruptcy is filed against the LESSEE and not discharged within sixty (60) days; or if a receiver is appointed for any material or substantial portion of the assets of the LESSEE; then this lease shall thereupon, by virtue of this express stipulation herein, expire and terminate; and the said LESSOR may at any time thereafter re-

enter the premises, and the same have and possess as of its former estate, and without such re-entry, may recover possession hereof in the manner prescribed by statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken as at common law, shall be necessary to enable the LESSOR to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry it hereby expressly waived the LESSEE.

Whenever this lease shall terminate, either by lapse of time or by virtue of any of the expressed stipulations herein, LESSEE hereby waives all rights to any notice to quit possession, as prescribed by the statute relating to summary process.

15. FAA COMPLIANCE / OPERATIONS.

The LESSEE will conduct its operations on the airport in accordance with the obligations of the LESSOR contained in any pre-existing agreements between the LESSOR and the United States; and in furtherance of this general covenant but without limiting its general application, the LESSEE specifically agrees:

a. to conduct its operations on the airport for the use and benefits of the public;

b. to make available for the use and benefit of the public all of its aeronautical facilities and services on fair and reasonable terms and without discrimination on account of race, creed, color or national origin;

c. to continue its service and operations in common with such other qualified persons desiring to conduct aeronautical operations on the airport in the event the LESSOR provides space therefor.

16. TERMINATION BY LESSOR.

In the event that this lease is terminated by the LESSOR prior to the expiration of the term, for any reason except LESSEE'S default or LESSEE'S breach of this lease, which termination

except for such default or breach shall only be made upon an expressed finding by the LESSOR that such termination is required by the public good and necessity, LESSEE shall thereupon be reimbursed by LESSOR in an amount representing that sum to which LESSEE would be entitled had the LESSOR exercised its power of eminent domain which may result from any termination, interruption or inconvenience to LESSEE'S business, and upon such payments LESSEE shall have no further claim to any such payments nor any such structure or improvements. The term "Lessee's interest" as used in this paragraph shall include the interest of any party having interest in the LESSEE'S personal property or building(s) as mortgagor, lienor or the like.

17. HOLD OVER.

In case the said LESSEE, with the written consent of the LESSOR endorsed hereon, or on the duplicate hereof, at any time holds over the said premises beyond the period above specified as the termination of this lease, then the LESSEE will hold said premises upon the same terms and under the same stipulations and agreements as are in this instrument contained, and no holding over by LESSEE shall operate to renew this lease without such written consent of said LESSOR.

18. ADMINISTRATIVE APPROVALS.

No building(s) or structure(s) will be constructed on the premises without obtaining the prior written permission(s) of the Building Department and Planning Commission and/or the Planning Department, as applicable, of the City of Danbury, which approval(s) and permit(s) shall be a condition precedent to LESSEE'S obligations hereunder. In addition, LESSEE will simultaneously to said permission(s) submit a full set of plans to the Airport Administration.

19. FAA SECTION 308 REFERENCE.

The covenants and provisions herein contained are in no way intended as authorizing the grant of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

20. LESSOR RESERVATION OF RIGHTS.

The LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches, clear zones, transition and turn zones of the airport against obstructions to aircraft, together with the right to prevent the LESSEE from erecting or allowing any additional structures or growth on the leased premises which in the opinion of the LESSOR would limit the usefulness of the airport or otherwise constitute a hazard to aircraft.

21. LESSOR DEVELOPMENT RIGHTS.

The LESSOR reserves the right to develop or improve the airport, or any part thereof, or adjacent thereof, within its discretion regardless of the desires or opinions of the LESSEE and without interference or hindrance by the LESSEE; and to grant operational rights and privileges to others on available space elsewhere on the airport.

22. SUBORDINATION.

This lease will be subordinate to the provisions of any existing or future agreement entered into between the LESSOR and the United States to obtain federal aid for the improvement or operation and maintenance of the airport.

23. COMPLETE AGREEMENT.

This lease is the complete agreement between the parties and may not be waived, changed, modified, amended or terminated orally, but only by a writing signed by the party to be charged.

24. GOVERNING LAWS.

This lease shall be governed by, interpreted and construed under and in connection with the laws of the State of Connecticut.

25. FEES.

During the initial term of this lease and any renewal thereof, the LESSEE shall pay fees in accordance with Exhibit B, as the same is in force as of the date of this lease and as thereafter may be amended.

26. NON-DISCRIMINATION.

The LESSEE agrees not to discriminate on account of age, sex, race, creed, color or national origin in the use of the premises.

27. PERMISSION.

Wherever used herein, the terms "Permission" or "Consent of the LESSOR shall be obtained which shall not be unreasonably withheld", the parties hereto agree that the Aviation Commission of the City of Danbury shall have authority to grant such approval or consent on behalf of the LESSOR on proper application or petition to said Aviation Commission by LESSEE unless otherwise specified in the charter or ordinances of the LESSOR municipality or pursuant to the laws of the State of Connecticut or the regulations of the FAA.

28. MORTGAGE / ENCUMBRANCE.

The LESSEE will not mortgage or otherwise encumber this lease without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld.

29. RIGHT OF FLIGHT / AIRSPACE.

The LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property (hereinafter described) together with the right to cause in said airspace such sound as may be inherent in the operation or aircraft, now known or hereafter used for the navigation of or flight in said airspace, together with the emission of fumes or particles incidental to aircraft navigation, and for the use of said airspace for the landing on, taking off from or operating on Danbury Municipal Airport.

30. HAZARDS.

The LESSEE expressly agrees for itself, its successors and assigns to prevent the use of the premises for the purpose which will create or result in hazards to flight such as, but not limited to, purposes which will (a) produce electrical interference with radio communications, (b) make it difficult for pilots to distinguish between airport lights and others, (c) project glare in the eyes of pilots, (d) impair visibility in the vicinity of the airport, or (e) otherwise endanger the landing, take-off or maneuvering of aircraft.

31. HEIGHT RESTRICTIONS.

The LESSOR retains the continuing right in the subject property to prevent the erection or growth of any building, structure, tree or other object extending into the airspace above the limits set forth in the overlay map as amended from time to time entitled "FAA Part 77 Surfaces" drawing No. 7 prepared by Edwards & Kelcey, Inc. Dated June 17, 1985 on file with LESSOR, and to remove from said airspace, at the LESSEE'S expense or at the sole option of the LESSOR, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property together with the right of ingress to, passage over, and egress from LESSEE'S property for the above purpose.

32. COVENANTS RUNNING WITH LAND.

The LESSEE expressly agrees for itself, its successors and assigns, that the reservations and restrictions set forth in this instrument shall run with the land which shall be the servient tenement, it being intended that the lands now and hereafter comprising the airport shall be the dominant tenement; excepting, however, that such reservations and restrictions shall become void and of no force and effect on such date as the lands comprised in the aforesaid airport shall cease to be used for airport purposes.

33. SPONSOR ASSURANCE.

The LESSEE for itself, its personal representatives, successors in interest and assigns does hereby agree that if any aeronautical services or activities are to be offered, performed or conducted upon the Premises that:

In the exercise of the rights and privileges granted for the furnishing of aeronautical services to the public, LESSEE will:

(1) furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the LESSEE may be allowed to make reasonable and non-discriminatory discounts, rebates or all other similar types of price reductions to volume purchasers.

34. NON-DISCRIMINATION; D.O.T.

The LESSEE for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease or a purpose for which a D.O.T. program or activity is extended or for another purpose involving the provisions of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said Regulations may be amended.

35. NON-DISCRIMINATION / FEDERAL; 49 CFR PART 1.

The LESSEE for itself, its personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from

participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and in the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

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

Signed, sealed and delivered
in the presence of:

CITY OF DANBURY

_____

By:_____
Mark D. Boughton
Its Mayor

_____

RELIANT AIRCRAFT SERVICE, INC.

_____

By:_____
Wayne Toher, President

_____

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

On this the _____ day of April 2002, before me, Laszlo L. Pinter, the undersigned officer, personally appeared Mark D. Boughton, 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 corporation by himself as Mayor.

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

_____
Laszlo L. Pinter
Commissioner of the Superior Court

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

On this the _____ day of April 2002, before me, _____, the undersigned officer, personally appeared Wayne Toher, who acknowledged himself to be the President of Reliant Aircraft Service, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

_____
Commissioner of the Superior Court
Notary Public

RELIANT AIRPORT LEASE

A certain piece or parcel of land containing 49,182 square feet (1.1291 Acre), more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut at Wibling Road bounded and described as follows:

Commencing at a monument located on the southerly side of Wibling Road said monument being the northeasterly corner of land herein described, thence running southeasterly along the westerly boundary line now or formerly of Seth E. Wibling and Mildred E. Wibling S. 24° 42' 26" E. a distance of 305.55 feet to a point, thence turning and running southwesterly through the land now or formerly of the Danbury Municipal Airport S. 51° 13' 43" W. a distance of 39.01 feet to a point, thence S. 22° 56' 09" W. a distance of 11.82 feet to a point, thence turning and running northwesterly through the land now or formerly of the Danbury Municipal Airport N. 60° 12' 40" W. a distance of 88.96 feet to a point, thence N. 73° 30' 46" W. a distance of 109.18 feet to a point, thence N. 63° 00' 12" W. a distance of 50.80 feet to a point, thence N. 42° 07' 34" W. a distance of 51.04 feet to a point, thence N. 19° 23' 57" W. a distance of 52.25 feet to a point, thence turning and running northeasterly through the land now or formerly of the Danbury Municipal Airport N. 55° 34' 34" E. a distance of 25.03 feet to a point on the southerly side of Wibling Road, thence continuing northeasterly along the southerly side of Wibling Road N. 55° 34' 34" E. a distance of 200.54 feet to the point or place of beginning.

Bounded:

Northerly : By Wibling Road and land now or formerly of Seth E. Wibling and Mildred E. Wibling, each in part.

Easterly : By land now or formerly of Seth E. Wibling and Mildred E. Wibling and by other land of the Danbury Municipal Airport, each in part.

Southerly : By other land of the Danbury Municipal Airport.

Westerly : By Wibling Road.

For a more particular description reference is made to a map entitled " Map showing A Portion of Property at Danbury Municipal Airport Danbury, Connecticut Scale 1" = 40' Sept. 29, 1998" certified substantially correct by Ireneo H. Despojado P.E. & R.L.S. # 12050 and which map is to be filed in the Danbury Land Records.

EXHIBIT B

MINIMUM STANDARDS FOR
LEASE AND/OR USE
OF
DANBURY MUNICIPAL AIRPORT
EFFECTIVE MAY 10, 1988

1. STATEMENT OF INTENT AND PURPOSE:

The purpose of the Rules and Regulations is to promote e general welfare of the Airport, have it operate as a viable :ity, insure the safety of all persons living and working ıtiguous to and all persons using the Airport, protect all operty on and adjacent to the Airport and benefit the CITY OF NBURY and the region by enhancing aviation, air transportation ı aeronautical activities.

c. 2. DEFINITIONS:

2.0. The Airport Administrator will be the designated agent of the Aviation Commission with the authority to enforce these Minimum Standards for the purposes stated in section 1.

2.1. The CITY OF DANBURY, CONNECTICUT is hereinafter referred to as the "CITY".

2.2 The Danbury Aviation Commission is hereinafter referred to as the "COMMISSION".

2.3 The Federal Aviation Administration is hereinafter referred to as the "F.A.A.".

2.4 The Danbury Municipal Airport is hereinafter referred to as the "AIRPORT". It includes:

(a) All City-owned land, defined on map entitled, "DANBURY MUNICIPAL AIRPORT, property of the town of Danbury, Miry Brook District, Town of Danbury, Connecticut," originally prepared by Sydney A. Rapp, L.S., dated July 30, 1955, and revised and updated by John F. Green, C.E., July, 1968, and filedin the Town Clerk's Office of the City Of Danbury, and approximately five (5) acres of land acquired by the City Of Danbury from Lenn Hauck Lee, by warranty deed dated February 18, 1959, and recorded in Volume 340, page 215 of the Danbury Land Records.

(b) All land acquired in the future by the City for the Airport;

(c) All of the rights, title and interest of the City in and to avigation easements now in existence, or acquired in the future, for the benefit of the Airport;

(d) All of the right, title and interest of the City in and to pole line easements to Airport hazard beacons now in existence, or acquired in the future, for the benefit of the airport, which easements are, or may be located both in the City of Danbury and Town of Ridgefield.

2.5. A fixed-base operator, hereinafter referred to as an "F.B.O.", is any person, firm, corporation or other entity (i) located on either City-owned property of on privately-owned property contiguous to the Airport runway-taxiway system to which access or free access, granted by deed, may be granted by the Commission under terms of these Rules and Regulations and (ii) performing services in two or more of the following categories:

(a) Sale of aviation petroleum by products and ramp service, hereinafter referred to as "Category A";

(b) Flight instruction for either fixed-wing aircraft or rotocraft, aircraft rental, aircraft charter or nonschedule air taxi service, operation of a flying club hereinafter referred to a "Category B";

(c) Aircraft sales, hereinafter referred to as "Category C";

(d) Repair and Maintenance of all aircraft, engines, propellers, and accessories, hereinafter referred to as "Category D";

(e) Avionic sales, repairs and maintenance, hereinafter referred to as "Category E";

2.6 An AIRPORT TENANT is any person, firm, corporation or other entity, located on City-owned property performing a service in one of the following categories:

(a) Fuel sales - Excluded

(b) Flight instruction for either fixed-wing aircraft or rotocraft, aircraft rental, aircraft charter or non-schedule air taxi service, operation of a flying club;

(c) Aircraft sales;

(d) Repair and Maintenance of aircraft, engines, propellers, and accessories;

(e) Avionic sales, repairs and maintenance;

:c. 3. AIRPORT USE

No persons, firms, corporations or other entities not :herwise exempt from the provisions of these rules and :gulations shall use the Airport as a direct or an indirect :ans for carrying on any business or commercial activity, except ıe following:

3.1 An FBO operating under a lease from the City who possesses a permit issued by the Commission;

3.2 An FBO who is not a lessee of the City, but who possesses a permit issued by the Commission;

3.3 A sublessee or licensee of an FBO as described in subsection of 3.1 above, (1) whose sublessee or license, if said sublessee or licensee is engaged in a permit related activity as described in section 7 hereof, has been approved by the Commission, or (2) whose sublease, or license, if said sublessee or licensee is not engaged in a permit related activity as described in section 7 hereof, contains a provision that all activities of said sublessee shall be aeronautically related, as defined or construed in these Rules and Regulations and in the "Sponsor Assurances Agreement" between the Commission and the F.A.A.

3.4 A sublessee or licensee of an FBO as described in subsection 3.2 above, (1) whose sublease or license, if said sublessee or licensee in engaged in a permit related activity as described in section 7 hereof, has been approved by the Commission, or (2) whose sublease or license, if said sublessee or licensee is not engaged in a permit related activity as described in section 7 hereof, contains a provision that all activities of said sublessee shall be aeronautically related, as defined or construed in these Rules and Regulations and in the "Sponsor Assurances Agreement" between the Commission and the F.A.A.

3.5 Any person or entity providing a specialized service as specified in Section 6 hereof and operating under a permit issued by the Commission.

3.6 An Airport Tenant operating under a lease from the City who possesses a permit issued by the Commission.

ec. 4. EXCLUSIONS

The following operations are excluded from and covered y these Rules and Regulations:

4.1 any operation by the Federal Government or one of its departments or agencies;

4.2 any operation by the State Government or one of its departmeats or agencies;

4.3 any operation by the City or by one of its departments or agencies;

4.4 scheduled air carrier operations;

4.5 scheduled air taxi operations, or commuter airlines, or the equivalent thereof.

c. 5. STATEMENTS OF POLICY:

5.1 No permit shall be issued or renewed by the Commission for any FBO commencing its operations on or after September 01, 1969, unless it has fully complied with these Rules and Regulations. However, the Commission may issue permits to any persons or entity listed in subsections 3.3, 3.4, 3.5 above without requiring full compliance with the portions of these Rules and Regulations relating to the number of categories and to the minimum physical requirements for land and buildings. All permittees, however, are required to fully comply with the portion of these Rules and Regulations dealing with fees. In the event that an FBO and another operation operating under either Sec. 3.3 or 3.4, on land controlled by said FBO, both performing services under any category listed in Sec 7.4., then each shall be liable for fees generated by its own operations. Subject to the approval of the Commission, lessees or licensees of an FBO or others operating pursuant to an agreement with an FBO and the FBOinvolved may apportion their liability for use fees by agreement.The issuance of permits to persons or entities listed in subsection 3.3 and 3.4 shall not relieve any F.B.O. from the obligation to perform at least 2 categories of service; as required pursuant to subsection 2.5.

5.2. Any persons or entity having a permit issued by the Commission in effect as of August 31, 1969 shall be allowed to operate at the Airport with out fully complying with the portions of these Rules and Regulations relating to the number of categories and to the minimum physical requirements for land buildings if the Commission determines that the continuation of such an operation is in the public interest or if the Commission determines it would be an extreme hardship, financial, or otherwise, for such a person or entity to fully comply with said portions of these Rules and Regulations. All such persons or entities, however, are required to fully comply with the portion of these Rules and Regulations dealing with fees.

5.3. In addition to the requirements of the FAA and pursuant to subsection 11.5 hereof, the Commission may establish such Rules and Regulations as are necessary for Safe and Orderly operation of the Airport. Any Rules and Regulations so established shall be appended hereto.

5.4 It is the policy of the Commission to prohibit non-aeronautical operations at the Airport.

:c. 6. RULES AND REGULATIONS PERTAINING TO CERTAIN SPECIALIZED SERVICES:

6.1. FLYING CLUBS. No flying club not operated by an FBO shall be based at the Airport until it has obtained a permit from the Commission. A flying club shall require equal ownership in the club's aircraft by all members, each of whom shall possess, at a minimum, a current FAA medical certificates. It must not consist of less than five (5) and not more than twentyfive (25) members. Flight instruction in club aircraft may be given only to club members and only by a certified flight instructor.

6.2. All other specialized services relative to aviation as defined and approved by the Commission.

Sec. 7. RULES AND REGULATIONS PERTAINING TO FBO'S AND OTHER PERMITTEES

7.1. No persons, firm, corporation or other entity described in Sec. 3. hereof shall conduct activities at the Airport until receipt from the Commission of a permit to so act. A duly executed lease from the City shall not be considered a permit. Any permit issued to a lessee shall remain in effect during the term of the lease between the parties unless such permit is suspended, revoked or surrendered pursuant to Sec. 10. of these Rules and Regulations.

7.2. Prior to issuance of a permit, an applicant shall submit, at the request of the Commission, a report satisfying the Commission the it is technically and financialy able to perform the proposed categories of service and is able to meet the insurance requirements of these Rules and Regulations.

7.3. In order to satisfy the Commission as may be required in subsection 7.2. above, each applicant shall allow the commission or its designee to inspect its financial backround and any other records that are relevant to the requirements of subsection

7.4. Any information obtained by the Commission pursuant to this section shall be kept in strictest confidence. In addition to the requirements of subsection 7.2., the Commission may require each applicant to furnish evidence of its credit, or information relating to the experience, character or ability of the applicant to perform the proposed services.

7.5. Subject to the provisions of Sec. 5., permittees operating under categories defined in subsection 2.5 shall conform to the following requirements.

(a) CATEGORY A (FUEL). Permittees performing operations under Category A shall:

(i) Provide and maintain below-ground, fiberglass, storage tanks (in the case of new or replacement of existing installations) for AVGAS, REGULAR GAS and may, at the discretion of the permittee, also provide and maintain a below ground storage tank for JET FUEL. All such fiberglass storage shall have at least a 4,000 gallon capacity. No permittee shall obtain title to any such below-ground fiberglass storage tanks or accessories without the prior written consent of the Common Council of the City of Danbury, Connecticut and the Commission. Provided however, that the below-ground fiberglass storage tanks shall not be required if the permittee obtain a permit from the Commission authorizing the use of tank trucks for such purpose. Authorized mobile operations shall comply with all applicable Federal, State, and Local laws, rules and regulations.

(ii) Provide and maintain pumping equipment capable of servicing all aircraft normally using the Airport. The pumping equiptment shall meet all applicable safety requirements;

(iii) Provide and maintain a building having a minimum size as specified in subsection 7.10 below. Said buildings shall provide a separate area conveniently located and comfortably heated for public use, including, but not limited to, a waiting room for passengers and crew of itinerant (non-scheduled) aircraft, office space, sanitary rest rooms and public telephones;

(b)CATEGORY B. (INSTRUCTION, RENTAL, CHARTER OR TAXI AND FLYING CLUBS:

A. Permittees providing flight instruction services shall conform to the following requirments:

(i) Provide a minimum of one certified instructor pilot on a fulltime basis;

(ii) Provide and at all times maintain a minimum of two aircraft properly equipped, licensed and certified for flight instruction;

(iii) Provide and maintain a building having a minimum size as specified in subsection 7.10 below. Said buildings shall provide a separate area consisting of classroom, office space, sanitary rest rooms and public telephones;

B. Permittees providing aircraft rental services shall conform to the following requirements:

(i) Provide and at all times maintain a minimum of two aircraft properly equipped, licensed and certified for rental;

C. Permittees providing charter services shall conform to the following requirements:

(i) Provide a minimum of one certified pilot who satisfies the relevant FAA ratings for charter services;

(ii) Provide and at all times maintain at least one aircraft certified and airworthy for air charter service, owned or leased by and under the absolute control of the permittee.

D. Permittees providing non-scheduled air taxi service shall conform to the following requirements:

(i) Provide a minimum of one certified pilot who satisfies the relevant FAA ratings for the type of air taxi service offered;

(ii) Provide and at all times maintain at least one aircraft certified and airworthy for air taxi service that is owned or leased by and under the absolute control of the permittee;

(c) CATEGORY C. (SALES). Permittees performing operations under Category C shall:

(i) Provide a minimum of one full-time qualified demonstrator pilot;

(ii) Provide and maintain a building having a minimum size as specified in subsection 7.10 below. Said building shall provide separate area for suitable office space and adequate sanitary facilities.

(d) CATEGORY D (REPAIRS). Permittees performing operations under Category D shall:

(i) Provide and maintain a hangar having a minimum size as specified in subsection 7.10 below. Said hangar shall provide a separate area for suitable office space and adequate sanitary facilities.

(ii) Furnish facilities and equipment for air frame and power plant repairs with at least one certified mechanic. In the case of a certified FAA repair station a licensed repairman shall be allowed. Such facilities shall provide for both major and minor repairs in the types of aircraft normally utilizing the Airport.

(e) CATEGORY E. (AVIONICS SALES AND SERVICE): Permittees performing operations under Category E shall:

(i) Provide and maintain a building having a minimum size as specified in subsection 7.10. below. Said building shall provide separate areas with adequate space for office, shop, storage, avionics, aircraft repair, and sanitary facilities;

(ii) Provide a technician having appropriate FCC and FAA certification who shall conduct complete aircraft transmitter, receiver, and antenna repair and installation;

7.6 Prior written approval from the Commission shall be required before commencement of any construction on City property or on adjacent property with respect to which a permit exists or is under consideration by the Commission. Such approval shall shall not be unreasonable withheld; provided, however, that approval shall not be granted if said construction is inconsistent with the Master Plan for development

of the Airport. FAA form 7460-1 "Notice of proposed construction or Alteration", or its equivalent shall be submitted to the FAA through the Commission and approved by the FAA before approval is granted by the Commission.

7.7. All permittees shall adopt procedures acceptable to the Commission to insure that all personnel operating aircraft owned, leased, or under the control of said permittees have appropriate FAA ratings and current FAA Medical Certificates.

7.8 All permittees located on, or contigious to, Airport property shall provide a concrete or flexible asphalt accessway to existing runways or taxiways. Such access-ways shall be designed and constructed in accordance with specifications approved by the Commission in writing. Said specifications shall require such width and strength as is necessary to service the class and weight of aircraft expected to use the particular access-way.

7.9 All permittees and aircraft owners shall be responsible for promptly removing damaged aircraft owned, leased or controlled by them from the runway, taxiway or public use area of the Airport, in accordance with applicable FAA regulations.

7.10 All permittees shall abide by all rules and regulations promulgated by the Commissions or the FAA necessary for the safe operation of the Airport including, but not limited to, flight and ground operations on, or in the vicinity of, the Airport

7.11 All FBO's shall provide a minimum of combined building and hangar space equal to or greater than 9,000 square feet.

7.12 All FBO's shall be responsible for the maintenance and repair, including snow removal, of all ramps and access-ways on or leading from Airport runways or taxiways to their leased or owned premises.

7.13 Each permittee shall agree to protect the public generally, their customer or clients, the City of Danbury and the Commission from any and all lawful damages, claims, or liability arising out of its use of the Airport by carrying comprehensive general liability insurance with a reputable company, licensed with the State of Connecticut, for bodily injury and property

damage liability combined single limit $1,000,000.00 each occurrence. All permittees shall name the City of Danbury as an additional insured and furnish a certificate of insurance to the Airport Administrator or his designee. It is further understood that as circumstances in the future dictate, the Commission may require an increase in reasonable amounts in bodily injury liability and or property damage liability insurance.

7.14. All FBO'S shall comply with the provisions of sec. 18-13 of the Danbury Code of Ordinances. In addition, all other permittees who own, lease or control aircraft at the Airport shall comply with said provisions of Sec. 18-13.

7.15. (a) All FBO's shall provide a minimum of 5 acres of land regardless of the number of categories of service provided. Excluded from this provision are the properties of less than 5 acres presently occupied by existing FBO's at Danbury Municipal Airport. Any property consisting of 5 acres or less may not be subdivided for FBO operations.

(b) The maximum land for the Airport Tenant shall be one acre.

7.16 No permittees shall assign or sublease rights granted under a permit issued by the Commission, or allow any other person, firm, corporation or entity to operate of conduct any business venture at the Airport without prior written approval of the Commission.

7.17 All F.B.O.'s operating under category "A" shall notify the Airport Administrator of deliveries of fuel to be used in any aircraft or rotocraft at least 72 hours prior to said deliveries. All F.B.O.'s receiving fuel under this category shall supply a copy of the tank truck delivery ticket to the Airport Administrator's Office within 72 hours after the delivery.

The Comptroller's Office shall bill the FBO's and payment shall be within 30 days of the billing date. Interest to be charged at the current rate of 1 1/2 % on the unpaid balance per month.

7.18 All permits issued by the Commission hereunder shall be subject to the provisions of any "sponsor assurances" provided to the Federal Government by the City in connection withany grants received by the City from the Federal Government in effect now or in the future.

7.19 Permits issued by the Commission shall at all times be displayed in a conspicuous place on the premises of the permittee.

c. 8. RULES AND REGULATIONS PERTAINING TO THE CITY AND THE COMMISSION

The City will provide the following services:

(a) security services to patrol the runways, taxiways, ramps areas and Airport roadways;

(b) maintenance and operation of runway lights, rotating light beacon and lighted wind sock to permit night flying operations at all times, as well as maintenance of such navigation or landing aids as may hereinafter be installed;

(c) maintenance of runways, taxiways, and ramp areas open for use of the general public, including snow removal service for such areas.

c. 9. USE FEES

9.1. Each permittee shall pay to the City the fees indicated below for each category of service performed or type of permit obtained.

(a) All F.B.O.'s operating under Category "A" shall pay to the City a fuel flowage fee of $0.05 per gallon.

9.2 The following minimum annual Airport use fees shall apply to all FBO's and their lessees and licensees and others operating pursuant to a permit issued hereunder for each category of service provided. The total minimum annual fee shall be the sum of all minimum annual fees for all categories of service for which a permit has been issued. The following are minimum permit fees.

A.	Fuel	$500.00 Annual
B.	Instruction, Rental, Charter, Taxi or Flying Club	$2,000.00 for 1988 $3,000.00 for 1989
C.	Sales	$2,000.00 for 1988 $3,000.00 for 1989
D.	Repairs	$2,000.00 for 1988 $3,000.00 for 1989
E.	Avionics Sales and Service	$2,000.00 for 1988 $3,000.00 for 1989

For the quarter ending March 31, June 30, September 30, and cember 31, respectively, the fees due to the City shall be paid or before January 1, April 1, July 1, and October 1, spectively. Interest shall accrue on the unpaid balance of all es at a rate of 1.5% per month.

9.3 The fees payable to the City under subsection 9.2. shall be paid to the City quarterly.

9.4 Lease fees are the responsibility of the Common Council.

9.5 In order to ensure that the City of Danbury is receiving all fees and payments to which it is entitled under these minimum standards, all fixed base operators, their tenants and all other permittees shall allow the Comptroller of the City or his designee to inspect their records, books of account and all other pertinent records for the current calendar year and for three (3) preceding calendar years. Said inspection shall be made subject to the following guidelines:

1. All inspections shall be made at reasonable times with ten (10) days advance notice given to the FBO, tenant or other permittee.

2. The FBO, tenant or other permittee shall at the time of inspection, make available and have available all documents as indicated above.

3. All information regarding the above matter shall be kept in the strictest confidence by the City of Danbury, unless such information becomes germane to litigation.

Sec. 10. REVOCATION, SUSPENSION AND SURRENDER

10.1 The Commission may suspend or revoke any permit which it has issued:

(a) for false statement knowingly made in either the application or in any statement of fact by the applicant to the Commission;

(b) for willful or repeated violation of or repeated failure to comply with any requirement of these Rules and Regulations, subject to the provisions of subsection 5.1 and 5.2 above;

(c) for default in payment of all fees and taxes due the City of Danbury (15) fifteen calendar days or more past due, unless said payment is legally contested in a court of law of competent jurisdiction.

10.2 Before suspending or revoking a permit, the Commission shall serve upon the permittee an order to show cause why said permit should not be suspended or revoked. The order to show cause shall contain a statement of the permittee's violation and shall also contain notice of the date, time and place of the hearing to be held by the Commission at which the permittee may present evidence relevant to the alleged violation.

10.3 Notwithstanding the provisions of subsection 10.2 hereof, where the protection of life or property is involved, the Commission may suspend a permit pending the result of a hearing held no later than ten (10) days after said suspension.

10.4 Any permit may be surrendered to the Aviation Commission by the holder thereof at any time by filing written notice with the Commission. Upon surrender of any permit issued hereunder the Commission shall make a pro rate adjustment to any fees charged for the year in question.

10.5 Whenever the Commission shall revoke or suspend any permit issued hereunder the permit shall be physically returned to the Commission within two (2) working days.

Sec. 11. GENERAL PROVISIONS:

11.1 No permit issued pursuant to these Rules and Regulations shall be transferable without the prior written consent of the Commission.

11.2 These Rules and Regulations shall be deemed to be incorporated into any permit issued by the Commission pursuant to these Rules and Regulations.

11.3 Except in the case of existing FBO's, the Commission prior to the issuance of a permit, may require the applicant to submit a plot plan.

11.4 When a transfer of the majority or controlling interest in the stock of a corporation holding a permit is proposed, the management of the corporation shall satisfy the Commission that it is able to meet the requirements for subsections 7.2 and 7.3 above. Failure to so satisfy the Commission shall be a ground for revocation. Prior to Aviation Commission approval of such a proposed transfer, the management shall submit written proof that all current and outstanding fees and overriding percentages have been paid to the City.

11.5 Prior to the amendment of these Rules and Regulations, or prior to the adoption of any additional Rules and Regulations, the Commission shall hold a public hearing at which all interested parties shall have a right to be heard. Notice of said hearing shall be published in a newspaper having a daily circulation in Danbury at least (7) days prior thereto. Said notice shall state the time and place of said hearing and shall state the location where copies of the proposed Rules and Regulations and amendments thereto shall be available for inspection.

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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

April 22, 2002

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: NEW ENGLAND AIRCRAFT, LLC
Lease of City Property
Danbury Municipal Airport

Dear Mayor and Council:

On Tuesday, April 16th, the Danbury Aviation Commission approved, for your consideration, and recommended for your approval a lease for the above referenced operator. The proposed lease (attached) is in general conformity with recent Airport leases either proposed to you, or which are presently in use.

The general terms of the lease proposal include the lease of five (5) acres of land surrounding the building which this operator has owned and used for its operations since 1989. The operator presently leases and uses one (1) acre. The term proposed is for ten (10) years, generally shorter than other fixed based operator leases. The monthly rent proposed is $4,000.00 monthly plus annual CPI adjustment. There will be no tax credit provided to the tenant in this lease.

A few other, mostly scrivener's changes, may be made to the lease before it is finally executed, should you decide to approve it. I have sent an advance copy to the Director of Finance. The Planning Commission will also need to review the lease.

Please do not hesitate to call us in the event you have any questions.

Very truly yours,

Laszlo L. Pinter,
Assistant Corporation Counsel

Attachment
cc: Dominic A. Setaro, Jr., Director of Finance (w/copy of lease)
Paul D. Estefan, Airport Administrator (w/copy of lease)
John Ashkar, Chairman Aviation Commission (w/copy of lease)
Ron Whelan, New England Aircraft (w/copy of lease)
Llp/neallc

LEASE

THIS LEASE made this 1st. Day of July 2002 between the CITY OF DANBURY, a municipal corporation, organized and existing under and by virtue of the laws of the State of Connecticut, and NEW ENGLAND AIRCRAFT LLC a Connecticut corporation having an office and principal place of business at P.O Box 2022, Danbury, Connecticut, 06813 hereinafter referred to respectively as "LESSOR" and "LESSEE".

WITNESSETH:

That the LESSOR hereby leases to the LESSEE and the LESSEE hereby leases from the LESSOR, that certain piece or parcel of land hereafter referred to as "the premises", more fully described on EXHIBIT A attached hereto and made a part hereof, OR (in accordance with the terms of Paragraph 1 herein) land and building(s) more fully described on EXHIBIT A-1 attached hereto and made a part hereof, for the purpose of conducting business as a fixed-base operator (FBO) at Danbury Municipal Airport, as defined in the "Minimum Standards for Lease and/or Use of Danbury Municipal Airport, effective May 10, 1988, as amended", a copy of which is attached hereto and made a part hereof as EXHIBIT A IT IS FURTHER MUTUALLY AGREED between the parties as follows:

1. TERM.

The term of this lease shall be for ten (10) years at an annual rent of Forty Eight Thousand & 00/100 Dollars - - - - - - - - - - ($48,000.00) payable monthly in advance, as billed by the LESSOR. Said annual rent shall be increased

on each anniversary date of the lease by the aggregate net percentage change in the United States General Consumer Price Index for October 1, 2002 compared to the "Index" figure for October 1,2003 for October 1,2004, compared to the "Index" figure for October 1, 2005, and so forth.

Notwithstanding the foregoing, in no case shall LESSEE'S annual rent be less than the total annual rent of Business Aircraft Center, Inc. as determined in accordance with the rent formula established in the BAC lease, but will be one dollar(1,00) per acre more than that paid by Business Aircraft Center, or Forty eight thousand & 00/100 - - - - - - - Dollars($48,000.00) total per year, whichever shall yield the greater revenue to the LESSOR.

2. WAIVER OF CLAIMS.

LESSEE, as a material part of the consideration to be rendered to LESSOR, hereby waives all claims against LESSOR for damages to goods, wares and merchandise in, upon or about the premises and for injuries to persons in or about the premises, from any cause arising at any time, and LESSEE will hold LESSOR exempt and harmless from any claim, damage or injury to any person, or to the goods, wares and merchandise of any person arising from the use of the premises by LESSEE, or from the failure of LESSEE to keep the premises in good condition and repair.

3. UTILITIES/INSURANCE/TAXES.

LESSEE will pay for all applicable water, gas, heat, light, power, telephone service and all other similar service supplied to said premises. LESSEE

will also pay real property taxes on all land and buildings leased hereunder, as may be assessed by the LESSOR. LESSEE will also maintain liability insurance in the amount of $2,000,000 which amount may be increased from time to time upon notification to LESSEE by LESSOR, naming the City of Danbury as an additional insured. Said insurance certificate shall be submitted to the LESSOR prior to the execution hereof.

4. TITLE TO STRUCTURES.

Title to all appurtenant structures constructed by the LESSEE on "EXHIBIT A" property shall remain that of the LESSEE for the term of this lease.

5. OPERATIONS / COMPLIANCE / SUB-TENANCY.

During the term of this lease, the LESSEE shall be solely responsible for maintenance, repair, service and upkeep of the premises. The LESSEE shall have the right to use all appurtenant structures in the conduct of its business, provided, however, that such use shall at all times be in accordance with Exhibit A as amended from time to time, provided such amendment or amendments do not substantially adversely impact the conduct of LESSEE'S business or its use of the premises in a manner which substantially

deviates from that applicable to other airport users or tenants. The LESSEE specifically recognizes that it may not sublease the premises or assign the lease without the approval of the Lessor, which approval shall not be unreasonably withheld. In the event of a sublease of all or a portion of the premises, LESSEE agrees to assume responsibility for compliance with the terms of this lease by any such sublessee.

6. ON-SITE MANAGEMENT / ACCOUNTABILITY.

LESSEE specifically agrees to employ full-time an on-site manager which person or his designee shall be available during normal business hours in order to respond to any activity or action concerning this lease agreement. When such need arises, LESSEE further agrees to be fully accountable, as pertains to its obligations under this lease for any actions of its tenants, sublessees or other persons and entities operating on said premises or off by virtue of any agreement whether written or oral with New England Aircraft LLC. New England Aircraft LLC further agrees to ensure the full compliance with all airport rules and regulations by all such tenants, sublessees or other persons or entities and agrees to directly respond to LESSOR on any issues concerning said parties and directly act concerning same.

7. NOTICES.

All notices to be given to the LESSEE shall be given in writing by hand delivery or by depositing the same in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the LESSEE at P.O. Box 2022 Danbury, Connecticut, 0681 3 All notices to the LESSOR shall be given in writing to the City Clerk by hand delivery or by depositing same in the United States mail, postage

prepaid, certified mail, return receipt requested addressed to the LESSOR, c/o City Clerk with copies to the Corporation Counsel, City of Danbury, 155 Deer Hill Avenue, Danbury, Connecticut, 06810 and to the Airport Administrator, P.O. Box 2299, Wibling Road, Danbury, Connecticut, 06813.

8. ADHERENCE TO AIRPORT REGULATIONS.

The LESSEE will observe all existing municipal regulations and state and federal laws including Part 139 Compliance procedures set forth in Exhibit E as may affect the operation of its business and the use of the premises, and further will observe and abide by the rules, regulations and guidelines as may be set forth from time to time by the LESSOR or the appropriate governing body, provided that such rules, regulations and guidelines as applied to LESSEE shall not be in a manner which substantially deviates from that applicable to other airport users or tenants.

9. RIGHT TO INSPECT.

LESSEE acknowledges the right of the LESSOR to inspect the premises, upon reasonable notice, during normal business hours for purposes of FAA compliance with any other federal or state law or local rules or regulations.

10. AIRPORT RULES AND REGULATIONS.

All applicable provisions of Exhibit A attached hereto and made a part hereof and as may be amended are incorporated herein and made a part hereof.

11. SUCCESSORS AND ASSIGNS.

The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto.

12. QUIET ENJOYMENT.

LESSOR has good right to lease the premises and LESSOR will suffer and permit LESSEE to occupy, possess and enjoy the premises during the term without hindrance or molestation from the LESSOR or any person claiming by, from or under LESSOR.

13. WASTE.

LESSEE leases the premises and will pay the rent therefor as aforesaid; and LESSEE will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; but will deliver up the same at the expiration or sooner termination of its tenancy in as good condition as now existing; except as herein stated, ordinary wear and tear and other unavoidable casualties excepted.

14. TERMINATION / RE-ENTRY / NO NOTICE.

If rent shall remain unpaid thirty (30) days after the same shall become payable as aforesaid, or the LESSEE shall commit waste or suffer the same to be committed on the premises, or shall injure or misuse the same, or shall violate any of the terms, provisions, or conditions herein contained, or if the LESSEE commits an act of bankruptcy, or if the LESSEE makes an application to its creditors for the composition of its debts or executes an assignment for the benefit of creditors, or files a voluntary petition of bankruptcy or an involuntary petition in bankruptcy is filed against the LESSEE and not discharged within sixty (60) days; or if a receiver is appointed for any material or substantial portion of the assets of the LESSEE; then this lease shall thereupon, by virtue of this express stipulation herein, expire and terminate; and the said LESSOR may at any time thereafter re-enter the premises, and the same have and possess as of its former

estate, and without such re-entry, may recover possession hereof in the manner prescribed by statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken as at common law, shall be necessary to enable the LESSOR to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry it hereby expressly waived the LESSEE.

Whenever this lease shall terminate, either by lapse of time or by virtue of any of the expressed stipulations herein, LESSEE hereby waives all rights to any notice to quit possession, as prescribed by the statute relating to summary process.

15. FAA COMPLIANCE / OPERATIONS.

The LESSEE will conduct its operations on the airport in accordance with the obligations of the LESSOR contained in any pre-existing agreements between the LESSOR and the United States; and in furtherance of this general covenant but without limiting its general application, the LESSEE specifically agrees:

a. to conduct its operations on the airport for the use and benefits of the public;

b. to make available for the use and benefit of the public all of its aeronautical facilities and services on fair and reasonable terms and without discrimination on account of race, creed, color or national origin;

c. to continue its service and operations in common with such other qualified persons desiring to conduct aeronautical operations on the airport in the event the LESSOR provides space therefor.

16. TERMINATION BY LESSOR.

In the event that this lease is terminated by the LESSOR prior to the expiration of the term, for any reason except LESSEE'S default or LESSEE'S breach of this lease, which termination except for such default or breach shall only be made upon an expressed finding by the LESSOR that such termination is required by the public good and necessity, LESSEE shall thereupon be reimbursed by LESSOR in an amount representing that sum to which LESSEE would be entitled had the LESSOR exercised its power of eminent domain which may result from any termination, interruption or inconvenience to LESSEE'S business, and upon such payments LESSEE shall have no further claim to any such payments nor any such structure or improvements. The term "Lessee's interest" as used in this paragraph shall include the interest of any party having interest in the LESSEE'S personal property or building(s) as mortgagor, lienor or the like.

17. HOLD OVER.

In case the said LESSEE, with the written consent of the LESSOR endorsed hereon, or on the duplicate hereof, at any time holds over the said premises beyond the period above specified as the termination of this lease, then the LESSEE will hold said premises upon the same terms and under the same stipulations and agreements as are in this instrument contained, and no holding over by LESSEE shall operate to renew this lease without such written consent of said LESSOR.

18. ADMINISTRATIVE APPROVALS.

No building(s) or structure(s) will be constructed on the premises without obtaining the prior written permission(s) of the Building Department and Planning Commission and/or the Planning Department, as applicable, of the City of Danbury, which

approval(s) and permit(s) shall be a condition precedent to LESSEE'S obligations hereunder. In addition, LESSEE will simultaneously to said permission(s) submit a full set of plans to the Airport Administration.

19. FAA SECTION 308 REFERENCE.

The covenants and provisions herein contained are in no way intended as authorizing the grant of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

20. LESSOR RESERVATION OF RIGHTS.

The LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches, clear zones, transition and turn zones of the airport against obstructions to aircraft, together with the right to prevent the LESSEE from erecting or allowing any additional structures or growth on the leased premises which in the opinion of the LESSOR would limit the usefulness of the airport or otherwise constitute a hazard to aircraft.

Further, and specifically, the parties hereto agree that the LESSEE shall make no alterations and/or improvements to the area of the leased premises to the southwest of the chain linked fence shown and identified on the Map referred to in EXHIBIT A hereof.

21. LESSOR DEVELOPMENT RIGHTS.

The LESSOR reserves the right to develop or improve the airport, or any part thereof, or adjacent thereof, within its discretion regardless of the desires or opinions of the LESSEE and without interference or hindrance by the LESSEE; and to grant operational rights and privileges to others on available space elsewhere on the airport.

22. SUBORDINATION.

This lease will be subordinate to the provisions of any existing or future agreement entered into between the LESSOR and the United States to obtain federal aid for the improvement or operation and maintenance of the airport.

23. COMPLETE AGREEMENT.

This lease is the complete agreement between the parties and may not be waived, changed, modified, amended or terminated orally, but only by a writing signed by the party to be charged.

24. GOVERNING LAWS.

This lease shall be governed by, interpreted and construed under and in connection with the laws of the State of Connecticut.

25. FEES.

During the initial term of this lease and any renewal thereof, the LESSEE shall pay fees in accordance with Exhibit B, as the same is in force as of the date of this lease and as thereafter may be amended.

26. NON-DISCRIMINATION.

The LESSEE agrees not to discriminate on account of age, sex, race, creed, color or national origin in the use of the premises.

27. PERMISSION.

Wherever used herein, the terms "Permission" or "Consent of the LESSOR shall be obtained which shall not be unreasonably withheld", the parties hereto agree that the Aviation Commission of the City of Danbury shall have authority to grant such approval or consent on behalf of the LESSOR on proper application or petition to said

Aviation Commission by LESSEE unless otherwise specified in the charter or ordinances of the LESSOR municipality or pursuant to the laws of the State of Connecticut or the regulations of the FAA.

28. MORTGAGE / ENCUMBRANCE.

The LESSEE will not mortgage or otherwise encumber this lease without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld.

29. RIGHT OF FLIGHT / AIRSPACE.

The LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property (hereinafter described) together with the right to cause in said airspace such sound as may be inherent in the operation or aircraft, now known or hereafter used for the navigation of or flight in said airspace, together with the emission of fumes or particles incidental to aircraft navigation, and for the use of said airspace for the landing on, taking off from or operating on Danbury Municipal Airport.

30. HAZARDS.

The LESSEE expressly agrees for itself, its successors and assigns to prevent the use of the premises for the purpose which will create or result in hazards to flight such as, but not limited to, purposes which will (a) produce electrical interference with radio communications, (b) make it difficult for pilots to distinguish between airport lights and others, (c) project glare in the eyes of pilots, (d) impair visibility in the vicinity of the airport, or (e) otherwise endanger the landing, take-off or maneuvering of aircraft.

31. HEIGHT RESTRICTIONS.

The LESSOR retains the continuing right in the subject property to prevent the erection or growth of any building, structure, tree or other object extending into the airspace above the limits set forth in the overlay map as amended from time to time entitled "FAA Part 77 Surfaces" drawing No. 7 prepared by Edwards & Kelcey, Inc. Dated June 17, 1985 on file with LESSOR, and to remove from said airspace, at the LESSEE'S expense or at the sole option of the LESSOR, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property together with the right of ingress to, passage over, and egress from LESSEE'S property for the above purpose.

32. COVENANTS RUNNING WITH LAND.

The LESSEE expressly agrees for itself, its successors and assigns, that the reservations and restrictions set forth in this instrument shall run with the land which shall be the servient tenement, it being intended that the lands now and hereafter comprising the airport shall be the dominant tenement; excepting, however, that such reservations and restrictions shall become void and of no force and effect on such date as the lands comprised in the aforesaid airport shall cease to be used for airport purposes.

33. SPONSOR ASSURANCE.

The LESSEE for itself, its personal representatives, successors in interest and assigns does hereby agree that if any aeronautical services or activities are to be offered, performed or conducted upon the Premises that:

In the exercise of the rights and privileges granted for the furnishing of aeronautical services to the public, LESSEE will:

(1) furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the LESSEE may be allowed to make reasonable and non-discriminatory discounts, rebates or all other similar types of price reductions to volume purchasers.

34. NON-DISCRIMINATION; D.O.T.

The LESSEE for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenent and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease or a purpose for which a D.O.T. program or activity is extended or for another purpose involving the provisions of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said Regulations may be amended.

35. NON-DISCRIMINATION / FEDERAL; 49 CFR PART 1.

The LESSEE for itself, its personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and in the furnishing of

services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

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

Signed, sealed and delivered
in the presence of:

CITY OF DANBURY

_____

By:_____
Mark Boughton
Its Mayor

_____

NEW ENGLAND AIRCRAFT LLC
Ron Whelen S.P. LLC

_____

By:_____

_____

EXHIBIT A

NEW ENGLAND AIRCRAFT SALES

A certain piece or parcel of land containing an area of 5.0 acres, more or less, located at Danbury Municipal Airport in the City of Danbury, Fairfield County, Connecticut and more particularly described as follows:

Commencing at the northwesterly corner of land herein described which corner is located on the easterly side of an access road going to the airport control tower, thence going northeasterly through land of Danbury Municipal Airport N. 45° 20' 30" E. a distance of 902.39 feet to a point, thence continuing southeasterly through land of Danbury Municipal Airport S. 26° 24' 48" E. a distance of 273.79 feet to a point, thence S. 70° 25' 22" W. a distance of 267.45 feet to a point, thence S. 20° 03' 27" E. a distance of 268.40 feet to a point, thence going southwesterly through land of Danbury Municipal Airport S. 70° 25' 22" W. a distance of 469.15 feet to a point located on the easterly side of said access road, thence going northwesterly along the easterly side of said access road N. 55° 48' 20" W. a distance of 195.50 feet to the point or place of beginning.

Bounded northerly, easterly, southeasterly and westerly (access road) by other land of the Danbury Municipal Airport.

Together with the right of access for all purposes over the existing driveway (access road) and a 60 feet wide temporary accessway to taxiway "Delta" all as shown on the said below referenced map.

RESERVING to Grantor, the right to install, maintain and repair fencing around and utilities upon said premises, including hooking up to existing utility lines, sewer or water pipes, etc., for the purposes of general airport operations, or service to the said premises, including but not limited to sewer, water, gas, electric, cable under, across or over said premises with due accommodation to Grantee's utilization of said premises as reasonably required.

RESERVING to Grantor a fifty (50') foot right-of-way for future road widening purposes over the "PAVED DRIVE" as shown on the below-referenced map.

For a more particular description reference is made to a map entitled "Map Showing a Portion of Property at Danbury Municipal Airport to be Leased to New England Aircraft Sales Scale 1" = 100" dated September 24, 1993" and certified to be substantially correct by Ireneo H. Despojado, P. E. and L. S. No. 12050.

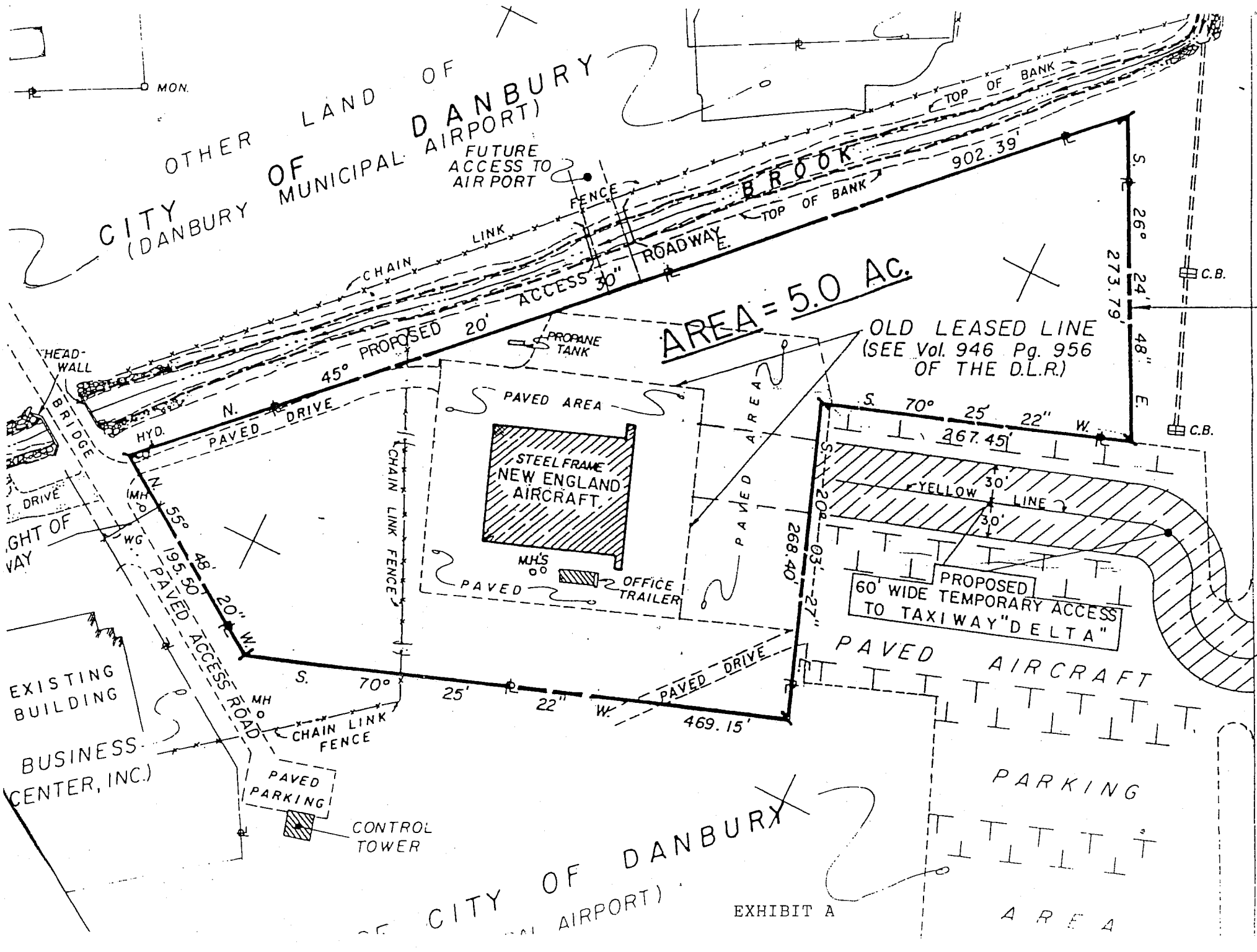
OTHER LAND OF
CITY OF DANBURY
(DANBURY MUNICIPAL AIRPORT)
MON.
FUTURE ACCESS TO AIR PORT
FENCE
CHAIN LINK
TOP OF BANK
BROOK
TOP OF BANK
902.39'
S. 26° 24' 48" E.
273.79'
C.B.
C.B.
ROADWAY
ACCESS 21' 30"
PROPOSED 20'
45°
AREA = 5.0 Ac.
OLD LEASED LINE
(SEE Vol. 946 Pg. 956
OF THE D.L.R.)
PROPANE TANK
HEAD-WALL
BRIDGE
N.
PAVED DRIVE
HYD.
PAVED AREA
STEEL FRAME
NEW ENGLAND
AIRCRAFT
CHAIN LINK FENCE
PAVED AREA
S. 70° 25' 22" W.
367.45'
YELLOW LINE
30'
30'
N. 55° 48' 20" W.
195.50'
PAVED ACCESS ROAD
MH
WG
MH'S
PAVED
OFFICE TRAILER
268.40'
S. 20° 03' 27" E.
PROPOSED
60' WIDE TEMPORARY ACCESS
TO TAXIWAY "DELTA"
PAVED AIRCRAFT
PARKING
AREA
S. 70° 25' 22" W.
469.15'
PAVED DRIVE
EXISTING BUILDING
BUSINESS CENTER, INC.)
MH
CHAIN LINK FENCE
PAVED PARKING
CONTROL TOWER
CITY OF DANBURY
AIRPORT)

EXHIBIT A

EXHIBIT B

MINIMUM STANDARDS FOR
LEASE AND/OR USE
OF
DANBURY MUNICIPAL AIRPORT
EFFECTIVE MAY 10, 1988

STATEMENT OF INTENT AND PURPOSE:

The purpose of the Rules and Regulations is to promote e general welfare of the Airport, have it operate as a viable ity, insure the safety of all persons living and working tiguous to and all persons using the Airport, protect all operty on and adjacent to the Airport and benefit the CITY OF NBURY and the region by enhancing aviation, air transportation d aeronautical activities.

c. 2. DEFINITIONS:

2.0. The Airport Administrator will be the designated agent of the Aviation Commission with the authority to enforce these Minimum Standards for the purposes stated in section 1.

2.1. The CITY OF DANBURY, CONNECTICUT is hereinafter referred to as the "CITY".

2.2 The Danbury Aviation Commission is hereinafter referred to as the "COMMISSION".

2.3 The Federal Aviation Administration is hereinafter referred to as the "F.A.A.".

2.4 The Danbury Municipal Airport is hereinafter referred to as the "AIRPORT". It includes:

(a) All City-owned land, defined on map entitled, "DANBURY MUNICIPAL AIRPORT, property of the town of Danbury, Miry Brook District, Town of Danbury, Connecticut," originally prepared by Sydney A. Rapp, L.S., dated July 30, 1955, and revised and updated by John F. Green, C.E., July, 1968, and filedin the Town Clerk's Office of the City Of Danbury, and approximately five (5) acres of land acquired by the City Of Danbury from Lena Hauck Lee, by warranty deed dated February 18, 1959, and recorded in Volume 340, page 215 of the Danbury Land Records.

(b) All land acquired in the future by the City for the Airport;

(c) All of the rights, title and interest of the City in and to avigation easements now in existence, or acquired in the future, for the benefit of the Airport;

(d) All of the right, title and interest of the City in and to pole line easements to Airport hazard beacons now in existence, or acquired in the future, for the benefit of the airport, which easements are, or may be located both in the City of Danbury and Town of Ridgefield.

2.5. A fixed-base operator, hereinafter referred to as an "F.B.O.", is any person, firm, corporation or other entity (i) located on either City-owned property of on privately-owned property contiguous to the Airport runway-taxiway system to which access or free access, granted by deed, may be granted by the Commission under terms of these Rules and Regulations and (ii) performing services in two or more of the following categories:

(a) Sale of aviation petroleum by products and ramp service, hereinafter referred to as "Category A";

(b) Flight instruction for either fixed-wing aircraft or rotocraft, aircraft rental, aircraft charter or nonschedule air taxi service, operation of a flying club hereinafter referred to a "Category B";

(c) Aircraft sales, hereinafter referred to as "Category C";

(d) Repair and Maintenance of all aircraft, engines, propellers, and accessories, hereinafter referred to as "Category D";

(e) Avionic sales, repairs and maintenance, hereinafter referred to as "Category E";

2.6 An AIRPORT TENANT is any person, firm, corporation or other entity, located on City-owned property performing a service in one of the following categories:

(a) Fuel sales - Excluded

(b) Flight instruction for either fixed-wing aircraft or rotocraft, aircraft rental, aircraft charter or non-schedule air taxi service, operation of a flying club;

(c) Aircraft sales;

(d) Repair and Maintenance of aircraft, engines, propellers, and accessories;

(e) Avionic sales, repairs and maintenance;

:c. 3. AIRPORT USE

No persons, firms, corporations or other entities not :herwise exempt from the provisions of these rules and :gulations shall use the Airport as a direct or an indirect eans for carrying on any business or commercial activity, except ıe following:

3.1 An FBO operating under a lease from the City who possesses a permit issued by the Commission;

3.2 An FBO who is not a lessee of the City, but who possesses a permit issued by the Commission;

3.3 A sublessee or licensee of an FBO as described in subsection of 3.1 above, (1) whose sublessee or license, if said sublessee or licensee is engaged in a permit related activity as described in section 7 hereof, has been approved by the Commission, or (2) whose sublease, or license, if said sublessee or licensee is not engaged in a permit related activity as described in section 7 hereof, contains a provision that all activities of said sublessee shall be aeronautically related, as defined or construed in these Rules and Regulations and in the "Sponsor Assurances Agreement" between the Commission and the F.A.A.

3.4 A sublessee or licensee of an FBO as described in subsection 3.2 above, (1) whose sublease or license, if said sublessee or licensee in engaged in a permit related activity as described in section 7 hereof, has been approved by the Commission, or (2) whose sublease or license, if said sublessee or licensee is not engaged in a permit related activity as described in section 7 hereof, contains a provision that all activities of said sublessee shall be aeronautically related, as defined or construed in these Rules and Regulations and in the "Sponsor Assurances Agreement" between the Commission and the F.A.A.

3.5 Any person or entity providing a specialized service as specified in Section 6 hereof and operating under a permit issued by the Commission.

3.6 An Airport Tenant operating under a lease from the City who possesses a permit issued by the Commission.

Sec. 4. EXCLUSIONS

The following operations are excluded from and covered by these Rules and Regulations:

4.1 any operation by the Federal Government or one of its departments or agencies;

4.2 any operation by the State Government or one of its departments or agencies;

4.3 any operation by the City or by one of its departments or agencies;

4.4 scheduled air carrier operations;

4.5 scheduled air taxi operations, or commuter airlines, or the equivalent thereof.

c. 5. STATEMENTS OF POLICY:

5.1 No permit shall be issued or renewed by the Commission for any FBO commencing its operations on or after September 01, 1969, unless it has fully complied with these Rules and Regulations. However, the Commission may issue permits to any persons or entity listed in subsections 3.3, 3.4, 3.5 above without requiring full compliance with the portions of these Rules and Regulations relating to the number of categories and to the minimum physical requirements for land and buildings. All permittees, however, are required to fully comply with the portion of these Rules and Regulations dealing with fees. In the event that an FBO and another operation operating under either Sec. 3.3 or 3.4, on land controlled by said FBO, both performing services under any category listed in Sec 7.4., then each shall be liable for fees generated by its own operations. Subject to the approval of the Commission, lessees or licensees of an FBO or others operating pursuant to an agreement with an FBO and the FBOinvolved may apportion their liability for use fees by agreement.The issuance of permits to persons or entities listed in subsection 3.3 and 3.4 shall not relieve any F.B.O. from the obligation to perform at least 2 categories of service; as required pursuant to subsection 2.5.

5.2. Any persons or entity having a permit issued by the Commission in effect as of August 31, 1969 shall be allowed to operate at the Airport with out fully complying with the portions of these Rules and Regulations relating to the number of categories and to the minimum physical requirements for land buildings if the Commission determines that the continuation of such an operation is in the public interest or if the Commission determines it would be an extreme hardship, financial, or otherwise, for such a person or entity to fully comply with said portions of these Rules and Regulations. All such persons or entities, however, are required to fully comply with the portion of these Rules and Regulations dealing with fees.

5.3. In addition to the requirements of the FAA and pursuant to subsection 11.5 hereof, the Commission may establish such Rules and Regulations as are necessary for Safe and Orderly operation of the Airport. Any Rules and Regulations so established shall be appended hereto.

5.4 It is the policy of the Commission to prohibit non-aeronautical operations at the Airport.

ec. 6. RULES AND REGULATIONS PERTAINING TO CERTAIN SPECIALIZED SERVICES:

6.1. FLYING CLUBS. No flying club not operated by an FBO shall be based at the Airport until it has obtained a permit from the Commission. A flying club shall require equal ownership in the club's aircraft by all members, each of whom shall possess, at a minimum, a current FAA medical certificates. It must not consist of less than five (5) and not more than twentyfive (25) members. Flight instruction in club aircraft may be given only to club members and only by a certified flight instructor.

6.2. All other specialized services relative to aviation as defined and approved by the Commission.

ec. 7. RULES AND REGULATIONS PERTAINING TO FBO'S AND OTHER PERMITTEES

7.1. No persons, firm, corporation or other entity described in Sec. 3. hereof shall conduct activities at the Airport until receipt from the Commission of a permit to so act. A duly executed lease from the City shall not be considered a permit. Any permit issued to a lessee shall remain in effect during the term of the lease between the parties unless such permit is suspended, revoked or surrendered pursuant to Sec. 10. of these Rules and Regulations.

7.2. Prior to issuance of a permit, an applicant shall submit, at the request of the Commission, a report satisfying the Commission the it is technically and financialy able to perform the proposed categories of service and is able to meet the insurance requirements of these Rules and Regulations.

7.3. In order to satisfy the Commission as may be required in subsection 7.2. above, each applicant shall allow the commission or its designee to inspect its financial backround and any other records that are relevant to the requirements of subsection

7.4. Any information obtained by the Commission pursuant to this section shall be kept in strictest confidence. In addition to the requirements of subsection 7.2., the Commission may require each applicant to furnish evidence of its credit, or information relating to the experience, character or ability of the applicant to perform the proposed services.

7.5. Subject to the provisions of Sec. 5., permittees operating under categories defined in subsection 2.5 shall conform to the following requirements.

(a) CATEGORY A (FUEL). Permittees performing operations under Category A shall:

(i) Provide and maintain below-ground, fiberglass, storage tanks (in the case of new or replacement of existing installations) for AVGAS, REGULAR GAS and may, at the discretion of the permittee, also provide and maintain a below ground storage tank for JET FUEL. All such fiberglass storage shall have at least a 4,000 gallon capacity. No permittee shall obtain title to any such below-ground fiberglass storage tanks or accessories without the prior written consent of the Common Council of the City of Danbury, Connecticut and the Commission. Provided however, that the below-ground fiberglass storage tanks shall not be required if the permittee obtain a permit from the Commission authorizing the use of tank trucks for such purpose. Authorized mobile operations shall comply with all applicable Federal, State, and Local laws, rules and regulations.

(ii) Provide and maintain pumping equipment capable of servicing all aircraft normally using the Airport. The pumping equiptment shall meet all applicable safety requirements;

(iii) Provide and maintain a building having a minimum size as specified in subsection 7.10 below. Said buildings shall provide a separate area conveniently located and comfortably heated for public use, including, but not limited to, a waiting room for passengers and crew of itinerant (non-scheduled) aircraft, office space, sanitary rest rooms and public telephones;

(b)CATEGORY B. (INSTRUCTION, RENTAL, CHARTER OR TAXI AND FLYING CLUBS:

A. Permittees providing flight instruction services shall conform to the following requirments:

(i) Provide a minimum of one certified instructor pilot on a fulltime basis;

(ii) Provide and at all times maintain a minimum of two aircraft properly equipped, licensed and certified for flight instruction;

(iii) Provide and maintain a building having a minimum size as specified in subsection 7.10 below. Said buildings shall provide a separate area consisting of classroom, office space, sanitary rest rooms and public telephones;

B. Permittees providing aircraft rental services shall conform to the following requirements:

(i) Provide and at all times maintain a minimum of two aircraft properly equipped, licensed and certified for rental;

C. Permittees providing charter services shall conform to the following requirements:

(i) Provide a minimum of one certified pilot who satisfies the relevant FAA ratings for charter services;

(ii) Provide and at all times maintain at least one aircraft certified and airworthy for air charter service, owned or leased by and under the absolute control of the permittee.

D. Permittees providing non-scheduled air taxi service shall conform to the following requirements:

(i) Provide a minimum of one certified pilot who satisfies the relevant FAA ratings for the type of air taxi service offered;

(ii) Provide and at all times maintain at least one aircraft certified and airworthy for air taxi service that is owned or leased by and under the absolute control of the permittee;

(c) CATEGORY C. (SALES). Permittees performing operations under Category C shall:

(i) Provide a minimum of one full-time qualified demonstrator pilot;

(ii) Provide and maintain a building having a minimum size as specified in subsection 7.10 below. Said building shall provide separate area for suitable office space and adequate sanitary facilities.

(d) CATEGORY D (REPAIRS). Permittees performing operations under Category D shall:

(i) Provide and maintain a hangar having a minimum size as specified in subsection 7.10 below. Said hangar shall provide a separate area for suitable office space and adequate sanitary facilities.

(ii) Furnish facilities and equipment for air frame and power plant repairs with at least one certified mechanic. In the case of a certified FAA repair station a licensed repairman shall be allowed. Such facilities shall provide for both major and minor repairs in the types of aircraft normally utilizing the Airport.

(e) CATEGORY E. (AVIONICS SALES AND SERVICE): Permittees performing operations under Category E shall:

(i) Provide and maintain a building having a minimum size as specified in subsection 7.10. below. Said building shall provide separate areas with adequate space for office, shop, storage, avionics, aircraft repair, and sanitary facilities;

(ii) Provide a technician having appropriate FCC and FAA certification who shall conduct complete aircraft transmitter, receiver, and antenna repair and installation;

7.6 Prior written approval from the Commission shall be required before commencement of any construction on City property or on adjacent property with respect to which a permit exists or is under consideration by the Commission. Such approval shall shall not be unreasonable withheld; provided, however, that approval shall not be granted if said construction is inconsistent with the Master Plan for development

of the Airport. FAA form 7460-1 "Notice of proposed construction or Alteration", or its equivalent shall be submitted to the FAA through the Commission and approved by the FAA before approval is granted by the Commission.

7.7. All permittees shall adopt procedures acceptable to the Commission to insure that all personnel operating aircraft owned, leased, or under the control of said permittees have appropriate FAA ratings and current FAA Medical Certificates.

7.8 All permittees located on, or contigious to, Airport property shall provide a concrete or flexible asphalt accessway to existing runways or taxiways. Such access-ways shall be designed and constructed in accordance with specifications approved by the Commission in writing. Said specifications shall require such width and strength as is necessary to service the class and weight of aircraft expected to use the particular access-way.

7.9 All permittees and aircraft owners shall be responsible for promptly removing damaged aircraft owned, leased or controlled by them from the runway, taxiway or public use area of the Airport, in accordance with applicable FAA regulations.

7.10 All permittees shall abide by all rules and regulations promulgated by the Commissions or the FAA necessary for the safe operation of the Airport including, but not limited to, flight and ground operations on, or in the vicinity of, the Airport

7.11 All FBO's shall provide a minimum of combined building and hangar space equal to or greater than 9,000 square feet.

7.12 All FBO's shall be responsible for the maintenance and repair, including snow removal, of all ramps and access-ways on or leading from Airport runways or taxiways to their leased or owned premises.

7.13 Each permittee shall agree to protect the public generally, their customer or clients, the City of Danbury and the Commission from any and all lawful damages, claims, or liability arising out of its use of the Airport by carrying comprehensive general liability insurance with a reputable company, licensed with the State of Connecticut, for bodily injury and property

damage liability combined single limit $1,000,000.00 each occurrence. All permittees shall name the City of Danbury as an additional insured and furnish a certificate of insurance to the Airport Administrator or his designee. It is further understood that as circumstances in the future dictate, the Commission may require an increase in reasonable amounts in bodily injury liability and or property damage liability insurance.

7.14. All FBO'S shall comply with the provisions of sec. 18-13 of the Danbury Code of Ordinances. In addition, all other permittees who own, lease or control aircraft at the Airport shall comply with said provisions of Sec. 18-13.

7.15. (a) All FBO's shall provide a minimum of 5 acres of land regardless of the number of categories of service provided. Excluded from this provision are the properties of less than 5 acres presently occupied by existing FBO's at Danbury Municipal Airport. Any property consisting of 5 acres or less may not be subdivided for FBO operations.

(b) The maximum land for the Airport Tenant shall be one acre.

7.16 No permittees shall assign or sublease rights granted under a permit issued by the Commission, or allow any other person, firm, corporation or entity to operate of conduct any business venture at the Airport without prior written approval of the Commission.

7.17 All F.B.O.'s operating under category "A" shall notify the Airport Administrator of deliveries of fuel to be used in any aircraft or rotocraft at least 72 hours prior to said deliveries. All F.B.O.'s receiving fuel under this category shall supply a copy of the tank truck delivery ticket to the Airport Administrator's Office within 72 hours after the delivery.

The Comptroller's Office shall bill the FBO's and payment shall be within 30 days of the billing date. Interest to be charged at the current rate of 1 1/2 % on the unpaid balance per month.

7.18 All permits issued by the Commission hereunder shall be subject to the provisions of any "sponsor assurances" provided to the Federal Government by the City in connection withany grants received by the City from the Federal Government in effect now or in the future.

7.19 Permits issued by the Commission shall at all times be displayed in a conspicuous place on the premises of the permittee.

8. RULES AND REGULATIONS PERTAINING TO THE CITY AND THE COMMISSION

The City will provide the following services:

(a) security services to patrol the runways, taxiways, ramps areas and Airport roadways;

(b) maintenance and operation of runway lights, rotating light beacon and lighted wind sock to permit night flying operations at all times, as well as maintenance of such navigation or landing aids as may hereinafter be installed;

(c) maintenance of runways, taxiways, and ramp areas open for use of the general public, including snow removal service for such areas.

9. USE FEES

9.1. Each permittee shall pay to the City the fees indicated below for each category of service performed or type of permit obtained.

(a) All F.B.O.'s operating under Category "A" shall pay to the City a fuel flowage fee of $0.05 per gallon.

9.2 The following minimum annual Airport use fees shall apply to all FBO's and their lessees and licensees and others operating pursuant to a permit issued hereunder for each category of service provided. The total minimum annual fee shall be the sum of all minimum annual fees for all categories of service for which a permit has been issued. The following are minimum permit fees.

A.	Fuel	$500.00 Annual
B.	Instruction, Rental, Charter, Taxi or Flying Club	$2,000.00 for 1988 $3,000.00 for 1989
C.	Sales	$2,000.00 for 1988 $3,000.00 for 1989
D.	Repairs	$2,000.00 for 1988 $3,000.00 for 1989
E.	Avionics Sales and Service	$2,000.00 for 1988 $3,000.00 for 1989

For the quarter ending March 31, June 30, September 30, and cember 31, respectively, the fees due to the City shall be paid or before January 1, April 1, July 1, and October 1, spectively. Interest shall accrue on the unpaid balance of all es at a rate of 1.5% per month.

9.3 The fees payable to the City under subsection 9.2. shall be paid to the City quarterly.

9.4 Lease fees are the responsibility of the Common Council.

9.5 In order to ensure that the City of Danbury is receiving all fees and payments to which it is entitled under these minimum standards, all fixed base operators, their tenants and all other permittees shall allow the Comptroller of the City or his designee to inspect their records, books of account and all other pertinent records for the current calendar year and for three (3) preceding calendar years. Said inspection shall be made subject to the following guidelines:

1. All inspections shall be made at reasonable times with ten (10) days advance notice given to the FBO, tenant or other permittee.

2. The FBO, tenant or other permittee shall at the time of inspection, make available and have available all documents as indicated above.

3. All information regarding the above matter shall be kept in the strictest confidence by the City of Danbury, unless such information becomes germane to litigation.

ec. 10. <u>REVOCATION, SUSPENSION AND SURRENDER</u>

10.1 The Commission may suspend or revoke any permit which it has issued:

(a) for false statement knowingly made in either the application or in any statement of fact by the applicant to the Commission;

(b) for willful or repeated violation of or repeated failure to comply with any requirement of these Rules and Regulations, subject to the provisions of subsection 5.1 and 5.2 above;

(c) for default in payment of all fees and taxes due the City of Danbury (15) fifteen calendar days or more past due, unless said payment is legally contested in a court of law of competent jurisdiction.

10.2 Before suspending or revoking a permit, the Commission shall serve upon the permittee an order to show cause why said permit should not be suspended or revoked. The order to show cause shall contain a statement of the permittee's violation and shall also contain notice of the date, time and place of the hearing to be held by the Commission at which the permittee may present evidence relevant to the alleged violation.

10.3 Notwithstanding the provisions of subsection 10.2 hereof, where the protection of life or property is involved, the Commission may suspend a permit pending the result of a hearing held no later than ten (10) days after said suspension.

10.4 Any permit may be surrendered to the Aviation Commission by the holder thereof at any time by filing written notice with the Commission. Upon surrender of any permit issued hereunder the Commission shall make a pro rate adjustment to any fees charged for the year in question.

10.5 Whenever the Commission shall revoke or suspend any permit issued hereunder the permit shall be physically returned to the Commission within two (2) working days.

Sec. 11. GENERAL PROVISIONS:

11.1 No permit issued pursuant to these Rules and Regulations shall be transferable without the prior written consent of the Commission.

11.2 These Rules and Regulations shall be deemed to be incorporated into any permit issued by the Commission pursuant to these Rules and Regulations.

11.3 Except in the case of existing FBO's, the Commission prior to the issuance of a permit, may require the applicant to submit a plot plan.

11.4 When a transfer of the majority or controlling interest in the stock of a corporation holding a permit is proposed, the management of the corporation shall satisfy the Commission that it is able to meet the requirements for subsections 7.2 and 7.3 above. Failure to so satisfy the Commission shall be a ground for revocation. Prior to Aviation Commission approval of such a proposed transfer, the management shall submit written proof that all current and outstanding fees and overriding percentages have been paid to the City.

11.5 Prior to the amendment of these Rules and Regulations, or prior to the adoption of any additional Rules and Regulations, the Commission shall hold a public hearing at which all interested parties shall have a right to be heard. Notice of said hearing shall be published in a newspaper having a daily circulation in Danbury at least (7) days prior thereto. Said notice shall state the time and place of said hearing and shall state the location where copies of the proposed Rules and Regulations and amendments thereto shall be available for inspection.

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Maureen Feibusch
3 Hawthorne Cove Road
Danbury, CT 06811
April 22, 2002

Common Council
City of Danbury
Danbury, CT 06810

Dear Council Members:

I am writing this letter to request a change in the City Ordinances with regards to dogs. I do this because I think that there is a **very, very serious** safety issue under the current laws, especially for young children.

In my letter I would like to present the information in the following sequence:

- My understanding of the current laws and my perception of the problems with these laws
- The situation which has myself, my family and my neighbors concerned
- Possible changes, with some resulting benefits and issues for each

My Understanding of the Current Laws and My Perception of the Problems with these Laws

- **It is legal for people to leave their dogs confined by means of an "Invisible Fence," even in the absence of the owners** – This is regardless of how aggressive the dogs are. Should the dogs escape through the fence, the owners could receive warning on the first 2 occurrences, and a possible small fine on the third. I have spoken with several Invisible Fence companies and every single one has acknowledged that an Invisible Fence is a deterrent ONLY. Every one I spoke to, said that an aggressive, or highly motivated, dog could break through the fence. This is why none of the companies will accept any liability should an attack take place. Yet, under current laws, the City of Danbury considers the Invisible Fence to be adequate protection to a child with a neighboring aggressive dog.

- **In the City of Danbury, a dog is not considered to be dangerous to human until it has bitten a human twice.** – Based on information from the American Humane Society (in the book "on Behalf of Innocents" by Caress Garten), for the more aggressive, powerful dogs, the "first bite" is usually a part of a mauling where the victim is often killed, or seriously maimed. The vast majority of these victims are children under the age of 12. The recent Diana Whipple case in California is an example of this fact – no one had been seriously bitten prior to her attack. Additionally, many of the dogs involved in serious or fatal attacks, while not having bitten a human, had either attacked, or killed, someone's pet. I do not think this is an offence in Danbury.

The Situation Which Has Myself, My Family and My Neighbors Concerned

In my personal situation, one of my neighbors owns two rottweilers, each weighing in excess of one hundred pounds, which are often confined via an Invisible Fence during the day. We have not been living at our house due to construction which is currently in progress. However, on the last two occasions that I was atmy house, with my 5-year old son, both dogs came to the edge of the property, snarling, with their teeth bared, and lunged at my son. When this occurred, my son was playing on his swings, and not doing anything to provoke the dogs. I was on our porch, out of the dog's main line of view. The larger dog took three hits on the electric fence while lunging at my son. I felt threatened enough by the situation to immediately take my son and leave the property. I called the neighbors and they said that they are aware of how the dogs are acting, based on complaints from other neighbors, and that once we move back, they will try to keep the dogs penned. While I am pleased that they are being accommodating to us, it deeply concerns me that their pen does not have a bottom, allowing the possibility for the dogs to dig under it. Both the little boy who was mauled in Brookfield in February, and Christopher Wilson, who was mauled to death while waiting for his school bus in 1997, were attacked by dogs who dug under fences. I was also surprised, that given the aggressive behavior of the dogs next door, that we have to depend on a neighbor being cooperative, versus the support of the legal system.

Since, my neighbor said that they had received other complaints, I called my other neighbors to see what type of problems they were having. Two of the neighbors I contacted provided the following information, which they gave me permission to relay:

- Salome Benete at 2 Hawthorne Cove Road - on exiting her home to go to work, locked her front door behind her, and turned to go to her car. She then saw both rottweilers in her driveway, approximately 6 – 12 feet away. They saw her at the same time, and both lunged at her snarling with their teeth bared. Fortunately, she had the storm door as a barrier between herself and the dogs. They hit the storm door numerous times in this manner, until she was able to unlock her front door and get back into her house. She stated, that she felt that if it were not for the storm door, she would have been very seriously injured or killed.

- Hal Hutter at Sunset Road – Within the last year, went into his backyard, and had the rottweilers approach him from behind his pool, once again, snarling and teeth bared. He was able to backup into his house.

On both of these occasions, my neighbors felt the need to take very evasive action. Fortunately, they were both very close to their homes and were able to get in quickly.

Possible Changes, with Some Resulting Benefits and Issues for Each

With so many publicized attacks in the last couple of years, there has been a lot of legislation passed in attempts to decrease the number of attacks. Some of the ones I have researched are as follows:

- **Breed Bans** – While many cities have banned certain breeds, this is not supported by the American Kennel Club or the Humane Society, as they say any breed can be dangerous, and that if one breed is banned, irresponsible owners will just choose another. Therefore, if pit bulls are banned, a person can buy a presa canario.
- **Do Not Allow Invisible Fences for Unsupervised Dogs** – Since even the Invisible Fence companies will not guarantee that a dog can not get out, do not allow dogs to be unsupervised within one.
- **Requiring liability insurance for dog owners to obtain dog licenses** – New London, CT did this three years ago. Since some insurance companies will not insure certain breeds, this can be similar to a breed bad. However, in the event of an attack, at least the victim has some source of funding for the surgeries and therapy that may be needed. In many cases, the cosmetic surgery needed by dog attacks victims can cost hundreds of thousands of dollars and the victims families just do not have money.
- **Creating "Potentially Dangerous" and "Vicious" Dogs Ordinances and Laws** – Many municipalities and states have created definitions for "Potentially Dangerous Dogs" and "Vicious Dogs", where dogs can be identified as potential problems BEFORE a serious or fatal attack has taken place. Once a dog has been identified as "Potentially Dangerous", it is placed under stricter confinement requirements. After the Diana Whipple attack, California created such a law, a copy of which is attached. This legislation has also been supported by the American Kennel Club, which does not support any type of breed ban. Since most dogs involved in serious attacks, had previously been aggressive to either humans or other animals prior to their attacking, I would hope that Danbury could adopt something similar to this. While I realize that this could lead to some dogs possibly being mislabeled, causing inconvenience to some dogs owners, as a mother and a dog owner, I would rather have to more carefully supervise my dog then run the risk of someone being mauled or killed.

Over the last couple of years, dog attacks have definitely become more prevalent across the United States, making dog bites are the number 1 health problem for American children. I

hope that the Common Council can address this issue for Danbury residents, and appreciate your time and efforts in looking into this matter.

Sincerely,

Maureen Feibusch

Maureen Feibusch

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Chapter 9 (commencing with Section 31601) is added to Division 14 of the Food and Agricultural Code, to read:

CHAPTER 9. POTENTIALLY DANGEROUS AND VICIOUS DOGS Article 1. Findings, Definitions, and General Provisions

31601. The Legislature finds and declares all of the following:

(a) Potentially dangerous and vicious dogs have become a serious and widespread threat to the safety and welfare of citizens of this state. In recent years, they have assaulted without provocation and seriously injured numerous individuals, particularly children, and have killed numerous dogs. Many of these attacks have occurred in public places.

(b) The number and-severity of these attacks are attributable to the failure of owners to register, confine, and properly control vicious and potentially dangerous dogs.

(c) The necessity for the regulation and control of vicious and potentially dangerous dogs is a statewide problem, requiring statewide regulation, and existing laws are inadequate to deal with the threat to public health and safety posed by vicious and potentially dangerous dogs.

31602. 'Potentially dangerous dog' means any of the following:

(a) Any dog which, when unprovoked, ontwo separate occasions within the prior 36-month period, engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the dog are off the property of the owner or keeper of the dog.

(b) Any dog which, when unprovoked, bites a person causing a less severe injury than as defined in Section 31604.

Any dog which, when unprovoked, on two separate occasions within the prior 36-month period, has killed, seriously bitten, inflicted injury, or otherwise caused injury attacking a domestic animal off the property of the owner or keeper of the dog.

31603. 'Vicious dog, means any of the following:

(a) Any dog seized under Section 599aa of the Penal Code and upon the sustaining of a conviction of the owner or keeper under subdivision (a) of Section 597.5 of the Penal Code.

(b) Any dog which, when unprovoked, in an aggressive manner, inflicts severe injury on or kills a human being.

(c) Any dog previously determined to be and currently listed as a potentially dangerous dog which, after its owner or keeper has been notified of this determination, continues the behavior described in Section 31602 or is maintained in violation of Section 31641, 31642, or 31643.

31604. 'Severe injury' means any physical injury to a human being that results in muscle tears or disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery.

31605. 'Enclosure' means a fence or structure suitable to prevent the entry of young children, and which is suitable to confine a vicious dog in conjunction with other measures which may be taken by the owner or keeper of the dog. The enclosure shall be designed in order to prevent the animal from escaping. The animal shall be housed pursuant to Section 597t of the Penal Code.

31606. 'Animal control department' means the county or city animal control department. If the city or county does not have an animal control department, it means whatever entity performs animal control functions.

31607. 'Impounded' means taken into the custody of the public pound or animal control department or provider of animal control services to the city or county where the potentially dangerous or vicious dog is found.

31608. 'County' includes any city and county.

31609.

(a) This chapter does not apply to licensed kennels, humane society shelters, animal control facilities, or veterinarians.

(b) This chapter does not apply to dogs while utilized by any police department or any law enforcement officer in the performance of police work.-

Article 2. Judicial Process

31621. If an animal control officer or a law enforcement officer has investigated and determined that there exists probable cause to believe that a dog is potentially dangerous or vicious, the chief officer of the public pound or animal control department or his or her immediate supervisor or the head of the local law enforcement agency, or his or her designee, shall petition the municipal court within the judicial district wherein the dog is owned or kept, for a hearing for the purpose of determining whether or not the dog in question should be declared potentially dangerous or vicious. A city or county may establish an administrative hearing procedure to hear and dispose of petitions filed pursuant to this chapter. Whenever possible, any complaint received from a member of the public which serves as the evidentiary basis for the animal control officer or law enforcement officer to find probable cause shall be sworn to and verified by the complainant and shall be attached to the petition. The chief officer of the public pound or animal control department or head of the local law enforcement agency shall notify the owner or keeper of the dog that a hearing will be held by the municipal court or the hearing entity, as the case may be, at which time he or she may present evidence as to why the dog should not be declared potentially dangerous or vicious. The owner or keeper of the dog shall be served with notice of the hearing and a copy of the petition, either personally or by first-class mail with return receipt requested. The hearing shall be held promptly within no less than five working days nor more than 10 working days after service of notice upon the owner or keeper of the dog. The hearing shall be open to the public. The court may admit into evidence all relevant evidence, including incident reports and the affidavits of witnesses, limit the scope of discovery, and may shorten the time to produce records or witnesses. A jury shall not be available. The court may find, upon a preponderance of the evidence, that the dog is potentially dangerous or vicious and make other orders authorized by this chapter.

31622.

(a) After the hearing conducted pursuant to Section 31621, the owner or keeper of the dog shall be notified in writing of the determination and orders issued, either personally or by first-class mail postage prepaid by the court or hearing entity. If a determination is made that the dog is potentially dangerous or vicious, the owne'r or keeper shall comply with Article 3 (commencing with Section 31641) in accordance with a time schedule established by the chief officer of the public pound or animal control department or the head of the local law enforcement agency, but in no case more than 30 days after the date of the determination or 35 days if notice of the determination is mailed to the owner or keeper of the dog. If the petitioner or the owner or keeper of the dog contests the determination, he or she may, within five days of the receipt of the notice of determination, appeal the decision of the court or hearing entity of original jurisdiction to a court authorized to hear the appeal. The fee for filing an appeal shall be twenty dollars ($20.00), payable to the county clerk. If the original hearing held pursuant to Section 31621 was before a hearing entity other than

the municipal court of the jurisdiction, appeal shall be to the municipal court. If the original hearing was held in the municipal court, appeal shall be to the superior court within the judicial district wherein the dog is owned or kept. The petitioner or the owner or keeper of the dog shall serve personally or by first-class mail, postage prepaid, notice of the appeal upon the other party.

(b) The court hearing the appeal shall conduct a hearing de novo, without a jury, and make its own determination as to potential danger and viciousness and make other orders authorized by this chapter, based upon the evidence presented. The hearing shall be conducted in the same manner and within the time periods set forth in Section 31621 and subdivision (a).
The court may admit all relevant evidence, including incident reports and the affidavits of witnesses, limit the scope of discovery, and may shorten the time to produce records or witnesses. The issue shall be decided upon the preponderance of the evidence. If the court rules the dog to be potentially dangerous or vicious, the court may establish a time schedule to ensure compliance with this chapter, but in no case more than 30 days subsequent to the date of the court's determination or 35 days if the service of the judgment is by first-class mail.

31623. The court or hearing entity of original jurisdiction or the court hearing the appeal may decide all issues for or against the owner or keeper of the dog even if the owner or keeper fails to appear at the hearing.

31624. The determination of the court hearing the appeal shall be final and conclusive upon all parties.

31625.

(a) If upon investigation it is determined by the animal control officer or law enforcement officer that probable cause exists to believe the dog in question poses an immediate threat to public safety, then the animal control officer or law enforcement officer may seize and impound the dog pending the hearings to be held pursuant to this article. The owner or keeper of the dog shall be liable to the city or county where the dog is impounded for the costs and expenses of keeping the dog, if the dog is later adjudicated potentially dangerous or vicious.

(b) When a dog has been impounded pursuant to subdivision (a) and it is not contrary to public safety, the chief animal control officer shall permit the animal to be confined at the owner's expen,se in a department approved kennel ,or veterinary facility.

31626.

(a) No dog may be declared potentially dangerous or vicious if any injury or damage is sustained by a person who, at the time the injury or damage was sustained, was committing a willful trespass or other tort upon, premises occupied by the owner or keeper of the dog, or was teasing, tormenting, abusing, or assaulting the dog, or was committing or attempting to commit a crime. No dog may be declared potentially dangerous or vicious if the dog was protecting or defending a person within the immediate vicinity of the dog from an unjustified attack or assault. No dog may be declared potentially dangerous or vicious if an injury or damage was sustained by a domestic animal which at the time the injury or damage was sustained was teasing, tormenting, abusing, or assaulting the dog.

(b) No dog may be declared potentially dangerous or vicious if the injury or damage to a domestic animal was sustained while the dog was working as a hunting dog, herding dog, or predator control dog on the property of, or under the control of, its owner or keeper, and the damage or injury was to a species or type of domestic animal appropriate to the work of the dog.

Article 3. Disposition of Potentially Dangerous or Vicious Dogs

31641. All potentially dangerous dogs shall be properly licensed and vaccinated. The licensing authority shall include the potentially dangerous designation in the registration records of the dog, either after the owner or keeper of the dog has agreed to the designation or the court or hearing entity has determined the designation applies to the dog.
The city or county may charge a potentially dangerous dog fee in addition to the regular licensing fee to provide for the increased costs of maintaining the records of the dog.

31642. A potentially dangerous dog, while on the owner's property, shall, at all times, be kept indoors, or in a securely fenced yard from which the dog cannot escape, and into which children cannot trespass. A potentially dangerous animal may be off the owner's premises only if it is restrained by a substantial leash, of appropriate length, and if it is under the control of a responsible adult.

31643. If the dog in question dies, or is sold, transferred, or permanently removed from the city or county where the owner or keeper resides, the owner of a potentially dangerous dog shall notify the animal control department of the changed condition and new location of the dog in writing within two working days.

31644. If there are no additional instances of the behavior described in Section 31602 within a 36-month period from the date of designation as a potentially dangerous dog, the dog shall be removed from the list of potentially dangerous dogs. The dog may, but is not required to be, removed from the list of potentially dangerous dogs prior to the expiration of the 36-month period if the owner or keeper of the dog demonstrates to the animal control department that changes in circumstances or measures taken by the owner or keeper, such as training of the dog, have mitigated the risk to the public safety.

31645.

> **(a)** A dog determined to be a vicious dog may be destroyed by the animal control department when it is found, after proceedings conducted under Article 2 (commencing with Section 31621), that the release of the dog would create a significant threat to the public health, safety, and welfare.
>
> **(b)** If it is determined that a dog found to be vicious shall not be destroyed, the judicial authority shall impose conditions upon the ownership of the dog that prot ect the public health, safety, and welfare.
>
> **(c)** Any enclosure that is required pursuant to subdivision (b) shall meet the requirements of Section 31605. 31646.
> The owner of a dog determined to be a vicious dog may be prohibited by the city or county from owning, possessing, controlling, or having custody of any dog for a period of up to three years, when it is found, after proceedings conducted under Article 2 (commencing with Section 31621), that ownership or possession of a dog by that person would create a significant threat to the public health, safety, and welfare.

Article 4. Penalties

31662. Any violation of this chapter involving a potentially dangerous dog shall be punished by a fine not to exceed five hundred dollars ($500.00). Any violation of this chapter involving a vicious dog shall be punished by a fine not to exceed one thousand dollars ($1,000.00).

31663.- All fines paid pursuant to this article shall be paid to the city or county in which the violation occurred for the purpose of defraying the cost of the implementation of this chapter.

Article 5. Miscellaneous

31681. If any provision of this chapter or the application thereof to any person or circumstance is held

invalid, that invalidity shall not affect othe-r provisions or applications of the chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are severable.

31682. The Judicial Council shall prepare all forms necessary to give effect to this chapter, including a summons or citation to be used by law enforcement agencies in the enforcement of this chapter. This chapter does not affect or change the existing civil liability or criminal laws regarding dogs.

31683. Nothing in this chapter shall be construed to prevent a city or county from adopting or enforcing its own program for the control of potentially dangerous or vicious dogs that may incorporate all, part, or none of this chapter, or that may punish a violation of this chapter as a misdemeanor or may impose a more restrictive program to control potentially dangerous or vicious dogs, provided that no program shall regulate these dogs in a manner that is specific as to breed.

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIIIB of the California Constitution for those costs which may be incurred by a local agency or school district because this act creates a new crime or infraction, changes the definition of a crime or infraction, changes the penalty for a crime or infraction, or eliminates a crime or infraction. Moreover, no reimbursement is required by this act pursuant to Section 6 of Article XIIIB of the California Constitution because the local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act. Notwithstanding Section 17580 of the Government Code, unless otherwise specified in this act, the provisions of this act shall become operative on the same date that the act takes effect pursuant to the California Constitution.

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State - Dangerous/Vicious 955.22 Section D

◈ **Dangerous dog** - defined as any dog that has attempted to bite or approach in a menacing fashion or endanger a person, etc., while the dog is:

1. off the owner's property and not under reasonable control of the owner or a responsible person, or;
2. not physically restrained in a locked enclosure (with top), locked fence, chained, etc.

Penalty

- Fourth degree misdemeanor first offense;
- Third degree misdemeanor on each subsequent offense.
- Additionally, courts may order:
  1. The dog to be personally supervised and/or the dog to complete obedience training;
  2. The owner to obtain $50,000 liability insurance;
  3. or, the dog to be humanely destroyed.

◈ **Vicious dog** - defined as:

1. any dog that has killed or caused serious injury to any person.

Penalty

- Fourth degree felony and the courts shall order the dog to be humanely destroyed.

2. or any dog that has caused injury to any person or has killed another dog.

Penalty

- First degree misdemeanor first offense;
- Fourth degree felony each subsequent offense.
- The courts may/shall order the dog to be humanely destroyed.

Note: Dangerous and vicious dog(s) are exempt if it can be proven that the dog was teased, tormented, abused, or defending a person not involved in illegal activity, criminal offense on the property of another, or trespassing. Police dogs being used to assist law enforcement officers in the performance of their official duties are exempt. Dogs lawfully engaged in hunting or training for hunting and accompanied by a licensed hunter are exempt also.

CITY OF DANBURY

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155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

May 7, 2020

Mayor Mark D. Boughton
Members of the Common Council

Re: 76-78 Balmforth Avenue

The Common Council Committee appointed to review 76-78 Balmforth Avenue met on April 11, 2002 at 7:05 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Buzaid and Basso. Mr. Scozzafava was absent. Also in attendance were the petitioners, Bob Miller and Richard Scentkuti, as well as Lynn Waller.

Mr. Buzaid reported that he had received a negative recommendation from the Planning Commission. Mr. Miller stated that the Planning Director told him that he had a positive recommendation. Mr. Buzaid advised Mr. Miller to speak with the Planning Department about this.

Mrs. Basso made a motion to take no action. Seconded by Mr. Buzaid. Motion carried unanimously.

Respectfully submitted,

EMILE BUZAID, Chairman

PAULINE BASSO

JOSEPH SCOZZAFAVA

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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

May 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: **The Gardens – Tax Dispute**

The Common Council Committee appointed to review the Gardens tax dispute met on April 22, 2001 at 6:37 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Moore, Darius and Scozzafava. Also in attendance were Director of Finance Dominic Setaro, Corporation Counsel Eric Gottschalk, the petitioners, Dr. Henry Blansfield and Jim Blansfield, Council Member Pauline Basso, ex-officio and Lynn Waller.

Mr. Moore stated that the committee's charge was to hear a complaint from The Gardens Assisted Living Facility regarding a tax delinquency. The question pertains to where the bills were sent. Dr. Blansfield stated that they paid the taxes and a penalty of $2,255.59. It is his feeling that they would have paid the taxes on time if they had been bill properly and would not have been subject to the interest. The bill was sent to Glen Hill, not 8 Glen Hill. The bill did not arrive for this reason. He is appealing payment of the penalty in view of the problems with the mailing. He would hope that the $2,255.59 could be credited to their account.

Mr. Setaro stated that Dr. Blansfield spoke to him previously about this issue and he tried to research it. He asked Attorney Gottschalk if there was anything the City could do. The mortgage documents predicate how the bill was sent. The mortgage deed does not have 8 on it. All prior sewer and water did not have 8 on them but there were delivered. He tried to find a way to remedy this, but could not without coming to the Common Council. He does not have the authority to abate the penalty.

Attorney Gottschalk stated that State Statute governs the authority we have regarding tax assessments and collections. There is a provision to allow for the waiver of interest components under limited certain circumstances. The Tax Collector may waive the interest if the Assessor and the Collector agree that an error was made on their part, not by the taxpayer. The law does not give the Common Council the

authority to waive the penalty, but gives it to the Tax Collector and the Tax Assessor, jointly.

Mr. Scozzafava stated that he has had a problem with taxpayers being assessed interest through no fault of their own. He would recommend that this be sent to the Tax Collector and the Tax Assessor for remedy. Mr. Darius stated that he also would like to refer this to the Tax Collector to clarify if there is an error on the part of the City. We should then try to waive the interest.

Mr. Darius moved to refer this to the Tax Collector and the Tax Assessor to jointly decide if an error has been made, and recommend waiving the interest if said clerical error has been made. Seconded by Mr. Scozzafava. Mr. Moore asked Attorney Gottschalk if this is proper. Attorney Gottschalk said the only thing he did not hear was that it be recommended to the Common Council as a whole. Mr. Darius and Mr. Scozzafava amended the motion.

Mr. Setaro stated that the Tax Collector and the Tax Assessor have already rejected this claim. Unless there is someway around the address on the deed, there is nothing that can be done. He stated that the Assessor establishes the billing address from the mortgage deed. Mr. Darius stated that they have just learned that the Tax Collector and Tax Assessor have already deliberated on this. It is probably the fault of the post office, not the Blansfields. There is nothing the Council can do because of the statute. Attorney Gottschalk stated that he want to respond to the practice we have of drawing conclusions in the Assessor's office based on mortgages. Mortgages are just a vehicle to allow the lender to secure payment of a loan. In this case, the mortgage deed is not specific, but a Schedule A attached might be.

The motion, as amended, carried unanimously.

Respectfully submitted,

MICHAEL MOORE, Chairman

JEAN DARIUS

JOSEPH SCOZZAFAVA

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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

May 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: **Construction of T Hangars at the Airport**

The Common Council Committee appointed to review the request to construct T Hangars at the Airport met on April 9, 2002 at 7:00 P.M. In attendance were committee members McAllister and Scozzafava. Mr. Mazzuchelli arrived at 7:20 P.M. Also in attendance were Airport Administrator Paul Estefan, Joseph Linero, John Couri and Roy Steiner of Executive Air, Attorneys Neil Marcus and Bill Steele and Council Members Levy, Darius and Basso, ex-officio and Robert Zohn and Lynn Waller.

Mr. McAllister read the positive recommendation of the Planning Commission. Mr. McAllister asked the petitioners to explain their proposal. Roy Steiner stated that in 1991 he started to look for hangar space. Executive Air was leasing approximately eight acres. He looked at the original plans for the property, which, at that time, included three hangars located on Mr. Couri's property. Wetlands approval was obtained, but the economy took a turn and the project was shelved. They now want to restart the project. It is essentially the same project but they want to build 20 hangars.

Mr. McAllister asked Mr. Steiner to explain what a T Hangar is. Mr. Steiner said that the wings are wider than the tail section. It takes up less space when nested width wise. The way the doors are designed are what gives it the name. They are storage for aircraft. The aircraft is backed in.

Mr. Steiner said that six months ago they added Parcel D. They would like to split that parcel off and call it parcel CR, which is approximately 2.81 acres. This would allow them to build the hangars there. Keeping them separate would be crucial if they sell the hangars. There will be 25-year leases, and then the buildings will revert to the City. Mr. Scozzafava asked why the buildings would revert to the City if they were sold. Mr. Steiner said this is common in the aviation industry. Purchasers would be willing to give the buildings back because during the lease period it gives the aircraft a home. They do not have to pay rent to anyone.

Mr. Steiner said they have prepared the leases, the condo documents, and the rules and regulations. The used the State of Connecticut condo agreement. It is a proven format and should be acceptable to the City. A set of all these documents has been given to Attorney Pinter. Attorney Marcus spoke about the existing lease with Executive Air.

Mr. McAllister asked if the entrance to the Miry Brook Fire House would change. Mr. Steiner said it would not and it would be improved because it would be paved. Attorney Marcus stated that they are asking for two leaseholds. He feels that this is a significant benefit to the City because it is just a field now. Mr. McAllister stated that it appears to be a better lease than others we have had. Mr. Estefan stated that these rents are higher, but he would like to see the lease for eighteen months, not two years. Bring it back six months. Mr. McAllister asked if the Aviation Commission had acted on this request. Mr. Estefan said he has a positive recommendation from the Commission.

Mr. McAllister asked if the FAA needs to be involved. Mr. Estefan said that they have twice reviewed the proposal. It has approved the layout and the buildings. We cannot change them. Mr. Estefan said that he supports the proposal. This need was addressed in the Airport Master Plan. He would like to see added on page 1 of the lease agreement after "Minimum Standards" the wording "as amended from time to time".

Mr. Scozzafava made a motion to approve the construction of T Hangars on the proposed property at the Airport and change the term of the lease to eighteen months. Seconded by Mr. Mazzuchelli. Motion carried unanimously.

Respectfully submitted,

PAUL McALLISTER, Chair

DAVID MAZZUCHELLI

JOSEPH SCOZZAFAVA