

COMMON COUNCIL MEETING – NOVEMBER 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,
Gogliettino, Moore, Neptune, Setaro

_____ PRESENT _____ ABSENT

PUBLIC SPEAKING

MINUTES – Minutes of the Common Council Meeting October 1, 2002 and the Special
Common Council Meeting held October 21, 2002.

CONSENT CALENDAR

1 – RESOLUTION – School Based Health Center

2 – RESOLUTION – Tarrywile Park Dam Acquisition of Easements

3 – RESOLUTION – Bioterrorism Response Preparedness Grant

4 – RESOLUTION – Beaver Street Apartment Cooperative, Inc. Abatement from the
State of Connecticut

5 – RESOLUTION – Driving under the Influence Safety Grant

6 – RESOLUTION – Driving under the Influence Safety Grant

7 – RESOLUTION – Lease/Purchase of Municipal Vehicles

8 – RESOLUTION – Assignment of Real Property Tax Liens

9 – RESOLUTION – EPA Grant – Brownfields

10 – RESOLUTION – Airport Grant

11 – COMMUNICATION – Appointment as Youth Advisors to the Youth Commission

12 – COMMUNICATION – Appointment to the Environmental Impact Commission

13 – COMMUNICATION – Reappointment to the Lake Kenosia Commission

14 – COMMUNICATION – Donation to the Fire Department

15 – COMMUNICATION – Donations to the Department of Elderly Services

16 – COMMUNICATION – Donation to the Fire Department

17 – COMMUNICATION – Donation to the Library

18 – COMMUNICATION – Request for Funds for Family & Children's Aid

19 – COMMUNICATION – Danbury Railyard Parking Proposed Budget

20 – COMMUNICATION – Request for Waiver of Connection Fee

21 – COMMUNICATION – Request for Water Extension – 24 Clapboard Ridge Road

22 – COMMUNICATION – Willow Lane and Berkshire Place

23 – COMMUNICATION – Request for City to Maintain Cedar Road

24 – COMMUNICATION – Donation to the City Shelter

25 – COMMUNICATION – Old Sherman Turnpike

26 – COMMUNICATION – Reappropriation of Donated Funds

27 – COMMUNICATION – Deferred Compensation Plan

28 – COMMUNICATION – Affordable Housing Fund

29 – COMMUNICATION – Danbury Railway Museum Lease Modification

30 – COMMUNICATION – Reliant Aircraft Service, Inc. Lease

31 – COMMUNICATION – New England Aircraft Sales Lease

32 – COMMUNICATION – Request for Sewer and Water Extensions – Terre Haute Road

33 – COMMUNICATION – Proposed Sanitary Sewers – Old Shelter Rock Road and
Woodside Avenue

34 – COMMUNICATION – East Ditch Storm Drainage – Easements

35 – COMMUNICATION – The Maples/Maple Avenue

36 – COMMUNICATION – Reports regarding Lots on South Street

37 – COMMUNICATION – Reports regarding Logans Way

38 – COMMUNICATION – Reports regarding Lease of Land on Garamella Boulevard

39 – COMMUNICATION – Reports regarding Toll Land

40 – REPORT – Unauthorized All-Terrain Vehicles at Tarrywile Park

41 – REPORT – Request to Review Hawthorne Cove Road

42 – REPORT – Payment of Damages at 60 West Wooster Street

43 – REPORT – Main Street North Redevelopment Plan

44 – REPORT – Sanitary Sewer Assessment – Windaway Road

45 – REPORT – Preliminary Sewer Assessment – Germantown Road

46 – REPORT & ORDINANCE – Assistant Director of Finance

47 – REPORT & ORDINANCE – Deputy Corporation Counsel

48 – REPORT & ORDINANCE – Use of Sidewalks

49 – REPORT & ORDINANCE – Blight Ordinance

50 – REPORT – Request for Sewer Extension – 9 Forest Avenue

51 – REPORT – Request for Water Extension – Lakeview

52 – REPORT – Request for Water Assessment – 7 & 9 Moody Lane

53 – REPORT – Request for Water Extension – Great Plain Road

54 – REPORT – Request for Water Extension on Ivy Lane

55 – REPORT – Repairs to Sidewalk on South Main Street

56 – REPORT – Request for Sewer Extension – 23, 25 & 29 Sugar Hollow Road

57 – REPORT – Request for Sewer and Water Extension – 91 Miry Brook Road

58 – REPORT – Civil Service Test Benefits

59 – REPORT – Pleasant Acres Homeowners Association – Water Problems

60 – REPORT – Office of Emergency Management Director

61 – REPORT – Tamarack Investments – 45 Miry Brook Road

62 – REPORT – Defibrillators in Municipal Buildings

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

64 – RESOLUTION – Main Street (South) Streetscape Project

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 – NOVEMBER 7, 2002

- 1 – Adopt the resolution to authorize the Mayor or his designee to periodically reappropriated School Based Health Center revenue funds for the use of Center, with the approval of the Director of Finance
- 2 – Adopt the resolution to authorize acquisition of easements to facilitate the Tarrywile Lake Dam improvements as described
- 3 – Adopt the resolution to apply for and accept grant funding from the Connecticut Department of Public Health in the amount of \$19,141.37 for the Danbury Health and Housing Bioterrorism Response Preparedness
- 4 – Adopt the resolution to abate property taxes at Beaver Street Apartments Cooperative, Inc. and modify a tax abatement agreement with the State of Connecticut as described
- 5 – Adopt the resolution to apply for and accept grant funding from the State of Connecticut Department of Transportation in the amount of \$5,800 for the Driving Under the Influence Enforcement Program
- 6 – Adopt the resolution to apply for and accept grant funding from the State of Connecticut Department of Transportation in the amount of \$38,250 for the Expanded Driving Under the Influence Enforcement Program
- 7 – Adopt the amended resolution to the lease/purchase agreement for the Fire Department vehicles as described
- 8 – Adopt the resolution to authorize the assignment of water, sewer and tax liens to American Tax Funding, LLC with Foothill Capital Corporation as a secured party as described
- 9 – Adopt the resolution to approve making application to the U. S. Department of Environmental Protection for Brownfields grant as described
- 11 – Approve the appointment of Nicholas Kurjiaka, Alexius Paraway, Cadarel Carmack, Bindiya Patel and Jose Arriaga to the Danbury Youth Commission as Youth Advisors
- 12 – Approve the appointment of Benjamin Chianese as a member of the Environmental Impact Commission
- 13 – Approve the appointment of Regina Ofiero to the Lake Kenosia Commission
- 26 – Approve the transfer of \$959 from the Elderly Services Donations Account to the Commission on Aging budget as described
- 30 – Approve the amended lease with Reliant Aircraft Service, Inc. as described

55 – Receive a report regarding repairs to the sidewalk on South Main Street and approve the recommendations

56 – Receive a report regarding sewer extension at 23, 25 and 29 Sugar Hollow Road and approve the recommendations

57 – Receive a report regarding sewer and water extensions at 91 Miry Brook Road and approve the recommendations

58 – Receive a report regarding Civil Service Test Benefits and approve the recommendations

59 – Receive a report regarding Pleasant Acres Homeowners Association water problems and approve the recommendations

60 – Receive a report regarding Office of Emergency Management Director and approve the recommendations

61 – Receive a report regarding sewer extension at 45 Miry Brook Road and approve the recommendation

62 – Receive a report regarding defibrillators in municipal buildings and approve the recommendations subject to the certification of funds by the Director of Finance

64 – Adopt the resolution to apply for grant funding in conjunction with the Housatonic Valley Council of Elected Officials from the Federal Highway Administration for streetscape improvements along Main Street as described

- 34 – Authorize the Corporation Counsel’s Office to acquire easements required for the East Ditch drainage system as described
- 35 – Approve the sanitary sewer line extension on Maple Avenue subject to the standard eight steps
- 36 – Receive the reports regarding zoning enforcement on South Street
- 37 – Approve Logan’s Way as a City street subject to conditions as described in department reports
- 39 – Approve Orchid Drive, Lilac Lane, Aster Drive and Ashley Court as City streets subject to conditions as described in reports
- 40 – Receive the report regarding unauthorized all-terrain vehicles at Tarrywile Park and approve the recommendation
- 41 – Receive a report regarding Hawthorne Cove Road and approve the recommendations
- 42 – Receive a report regarding damages at 50 West Wooster Street and approve the recommendations subject to certification of funds by the Director of Finance
- 44 – Receive a report regarding sanitary sewer assessment at Windaway Road and approve the recommendations
- 45 – Receive a report regarding preliminary sewer assessment in the Germantown Area and approve the recommendations
- 48 – Receive a report regarding the Use of Sidewalks Ordinance and approve the recommendation
- 49 – Receive a report regarding the Blight Ordinance and approve the recommendations
- 50 – Receive a report regarding sewer extension at 9 Forest Avenue and approve the recommendation
- 51 – Receive a report regarding water extension at Lakeview and approve the recommendation
- 52 – Receive a report regarding water assessment at 7 and 9 Moody Lane and approve the recommendation
- 53 – Receive a report regarding water extension on Great Plain Road and approve the recommendation
- 54 – Receive a report regarding water extension on Ivy Lane and approve the recommendation



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DENA DIORIO
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: Dena Diorio, Director of Finance *Dena*
DATE: October 24, 2002
RE: RESOLUTION – SCHOOL BASED HEALTH CENTER
CC: Melanie Bonjour

Attached you will find a resolution that will allow the Mayor, or his designee, to regularly reappropriate School Based Health Center fees for use by the School Based Health Center program.

The Common Council is requested to consider this resolution at its next meeting. Should you need any additional information, feel free to give me a call.

DD/jgb

Attach.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, pursuant to approved provider agreements, various healthcare providers make periodic payment to the Danbury School Based Health Center for services provided; and

WHEREAS, these payments are deposited into the School Based Health Care Fees Fund, as revenue collected; and

WHEREAS, it is deemed in the best interest of the City of Danbury that such School Based Health Center care revenue be regularly re-appropriated for continuing use in the purchase of miscellaneous supplies or services to assist in the operation of the School Based Health Care Program for the City of Danbury;

NOW, THEREFORE BE IT RESOLVED THAT Mayor Mark D. Boughton or his designee, the School Based Health Center Coordinator, be and hereby is authorized to periodically re-appropriate School Based Health Center revenue funds for the use of the Center, with the approval of the Director of Finance, including such actions necessary in order to accomplish the purposes thereof.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

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WHEREAS, pursuant to approved provider agreements, various healthcare providers make periodic payment to the Danbury School Based Health Center for services provided; and

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WHEREAS, it is deemed in the best interest of the City of Danbury that such School Based Health Center care revenue be regularly re-appropriated for continuing use in the purchase of miscellaneous supplies or services to assist in the operation of the School Based Health Care Program for the City of Danbury;

NOW, THEREFORE BE IT RESOLVED THAT Mayor Mark D. Boughton or his designee, the School Based Health Center Coordinator, be and hereby is authorized to periodically re-appropriate School Based Health Center revenue funds for the use of the Center, with the approval of the Director of Finance, including such actions necessary in order to accomplish the purposes thereof.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

October 7, 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: Tarrywile Park Dam
Acquisition of Easements

Dear Mayor and Council:

The attached resolution proposes to renew your earlier approval of the acquisition of four easements by this office in order to facilitate the Tarrywile Lake Dam improvements. By State law, your authorization must be re-approved after the expiration of six months, where easements have not been acquired. While we are working to secure the easements, there are a number of difficult issues that are being reviewed and handled, and we will need the additional time to finish the process of negotiation and/or acquisition by condemnation of these properties.

Thank you for your consideration in adopting the attached resolution. Please feel free to give us a call should you have any questions.

Very truly yours,

Laszlo L. Pinter,
Assistant Corporation Counsel

Attachment

cc: William J. Buckley, Jr., P.E. Dir. Public Works/City Engineer
Alphonse Letendre, Connecticut DEP
Llp/damtakings3



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 has received an order from the State of Connecticut Department of Environmental Protection to repair the Tarrywile Lake Dam; and

WHEREAS, the City is in the process of obtaining authority to execute certain funding agreements with the CTDEP for purposes of designing, repairing and maintaining the Dam; and

WHEREAS, in order to accomplish the work required, certain easements will need to be acquired, either by negotiation or by eminent domain, if such negotiations are unsuccessful; and

WHEREAS, it is in the best interest of the City of Danbury to continue the process to acquire said rights and proceed with the work required.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Danbury, through the Office of Corporation Counsel, be and hereby is authorized to acquire the easements set forth on EXHIBIT A attached hereto, in accordance with procedures established in State law, either by negotiation or eminent domain through the institution of suit against the interested property owners and holders of mortgages encumbering the properties, if any by May 5, 2003.

EXHIBIT A

Legal Description for 192 Southern Boulevard (H17 166)

An easement area situated in the City of Danbury, County of Fairfield, and State of Connecticut containing 2,176 square feet or 0.050 acre designated as 192 Southern Boulevard (H17 166) as shown on a map entitled "Easement Map Prepared for City of Danbury Tarrywile Lake Tarrywile Lake Road Danbury, Connecticut", Scale: 1"=20', Date: November 17, 2001, and prepared by Lindquist Surveying, and being more particularly bounded and described as follows:

Beginning at a drill hole, said drill hole being the southeast corner of the herein described easement area and also being the southeast corner of land now or formerly of Thomas and Brenda Closter;

Thence running	N47°01'00"W	106.90' along land now or formerly of Therese Seigel to a point;
Thence running	N42°59'00"E S47°01'00E S64°25'00"E	20.00' to a point; 80.35' to a point; 22.45' all along land now or formerly of Thomas & Brenda Closter to a point;
Thence running	S32°08'00"W	20.13' along land now or formerly of James Lefflbine to an iron pipe;
Thence running	S32°08'00"W	7.07' along land now or formerly of City of Danbury to the point and place of beginning.

Legal Description for 194 Southern Boulevard (H17 168)

An easement area situated in the City of Danbury, County of Fairfield, and State of Connecticut containing 3,459 square feet or 0.079 acre designated as 194 Southern Boulevard (H17 168) as shown on a map entitled "Easement Map Prepared for City of Danbury Tarrywile Lake Tarrywile Lake Road Danbury, Connecticut", Scale: 1"=20', Date: November 17, 2001, and prepared by Lindquist Surveying, and being more particularly bounded and described as follows:

Beginning at a drill hole, said drill hole being the northeast corner of the herein described easement area and also being the northeast corner of land now or formerly of Terese Siegel;

Thence running	S13°41'45"W	34.40' along land now or formerly of City of Danbury to a point;
Thence running	N47°01'00"W N42°59'00"E	123.73' to a point; 30.00' all along land now or formerly of Terese Siegel to a point;
Thence running	S47°01'00"E	106.90' along land now or formerly of Thomas & Brenda Closter to the point and place of beginning.

Legal Description for Tarrywile Lake Road (H17 169)

An easement area situated in the City of Danbury, County of Fairfield, and State of Connecticut containing 3,069 square feet or 0.070 acre designated as Tarrywile Lake Road (H17 169) as shown on a map entitled "Easement Map Prepared for City of Danbury Tarrywile Lake Tarrywile Lake Road Danbury, Connecticut", Scale: 1"=20', Date: November 17, 2001, and prepared by Lindquist Surveying, and being more particularly bounded and described as follows:

Beginning at an iron pipe, said iron pipe being the southeast corner of the herein described easement area and also being the southeast corner of land now or formerly of James Lefflbine;

Thence running	N64°25'00"W	188.46' along land now or formerly of City of Danbury to an iron pipe;
Thence running	N32°08'00"E	20.13' along land now or formerly of Thomas & Brenda Closter to a point;
Thence running	S64°25'00"E S47°57'50"E	118.44' to a point; 70.62' all along land now or formerly of James Lefflbine to the point and place of beginning.

Legal Description for 1 Tarrywile Lake Road (H17 170)

An easement area situated in the City of Danbury, County of Fairfield, and State of Connecticut containing 1,707 square feet or 0.039 acre designated as 1 Tarrywile Lake Road (H17 170) as shown on a map entitled "Easement Map Prepared for City of Danbury Tarrywile Lake Tarrywile Lake Road Danbury, Connecticut", Scale: 1"=20', Date: November 17, 2001, and prepared by Lindquist Surveying, and being more particularly bounded and described as follows:

Beginning at a point, S35°46'26"E 9.00' from the west corner of the westerly street line of Tarrywile Lake Road, said point being the northeast corner of the herein described easement and also being the northeast corner of land now or formerly of Pat Larson;

Thence running S35°46'26"E 20.00' along the westerly street line of Tarrywile Lake Road to a point;

Thence running S54°13'34"W 94.29' along land now or formerly of Pat J. Larsen to a point;

Thence running N06°02'34"E 26.84' to a point;
 N54°13'34"E 76.40' all along land now or formerly of City of Danbury to the point and place of beginning.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

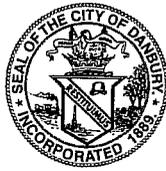
WHEREAS, the City of Danbury has received an order from the State of Connecticut Department of Environmental Protection to repair the Tarrywile Lake Dam; and

WHEREAS, the City is in the process of obtaining authority to execute certain funding agreements with the CTDEP for purposes of designing, repairing and maintaining the Dam; and

WHEREAS, in order to accomplish the work required, certain easements will need to be acquired, either by negotiation or by eminent domain, if such negotiations are unsuccessful; and

WHEREAS, it is in the best interest of the City of Danbury to continue the process to acquire said rights and proceed with the work required.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Danbury, through the Office of Corporation Counsel, be and hereby is authorized to acquire the easements set forth on EXHIBIT A attached hereto, in accordance with procedures established in State law, either by negotiation or eminent domain through the institution of suit against the interested property owners and holders of mortgages encumbering the properties, if any by May 5, 2003.



CITY OF DANBURY

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DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

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M E M O R A N D U M

TO: Hon. Mark D. Boughton via the Common Council
FROM: Dena Diorio, Director of Finance
RE: **BIOTERRORISM RESPONSE PREPAREDNESS GRANT**
DATE: October 9, 2002
CC: William Campbell

Attached you will find a resolution that will allow the City of Danbury, through the Connecticut Department of Public Health, to provide for the assessment of local health emergency response capability, development of response plans, and training of department staff. The grant is in an amount not to exceed \$19,141.37 with no local match required. I have included for your review the budget for this grant.

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

Should you have any questions, please give me a call.

Dena Diorio

DD/jgb



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Centers for Disease Control and Prevention, through the Connecticut Department of Public Health has made grant funds available to local health departments to provide for the assessment of local health emergency response capability, the development of local and regional response plans and the training of local health department staff, for the period of April 1, 2002 through August 30, 2003; and

WHEREAS, for the time period of April 1, 2002, through August 30, 2003, grant funds not to exceed \$19,141.37, requiring no local match, will be made available to the Danbury Health and Housing Department for the Bioterrorism Response Preparedness Grant; and

WHEREAS, the Danbury Health and Housing Department will provide the assessment, planning and training services called for in the Grant.

NOW, THEREFORE, BE IT RESOLVED THAT, Mark D. Boughton, Mayor of the City of Danbury or William J. Campbell Director of Health, as his designee, is authorized to apply for said grant and to accept the grant award on behalf of the City of Danbury, if such award is made. Any prior actions of the Mayor or the Director of Health regarding this application are hereby ratified.

BE IT FURTHER RESOLVED THAT Mayor Mark D. Boughton is hereby authorized to make, execute and approve on behalf of the City of Danbury all contracts / agreements or amendments thereof, which do not require expenditure of the City funds, with the Connecticut Department of Public Health regarding said grant, and to take all actions necessary to accomplish the purposes of the grant.

IMPACT STATEMENT
Centers for Disease Control and Prevention
Bioterrorism Response Preparedness Grant

Program Impact:

This grant will enable the City of Danbury to (1) assess the Danbury Health & Housing Department's emergency response capability, (2) develop a bioterrorism emergency response plan (with emphasis on preventive medical services in a public health emergency), (3) contribute to the development of regional bioterrorism response plans, (4) increase the department's ability to respond to bioterrorism and other public health emergencies and (6) increase the training available to department staff.

Fiscal Impact:

The implementation of the proposed grant will be conducted through existing staff with the assistance of part time, temporary staff and/or consultants. The grant is providing funding for audit and grant administration costs. Termination of funding will not have a direct fiscal impact on the city.

Anticipated Grant Lifetime:

This grant has a funding period of April 1, 2002 through August 30, 2003. However, the time period for completing grant activities begins on execution of the contract. Subsequent funding is anticipated, but not confirmed at this time.

PERSONAL SERVICE AGREEMENT

CO-802A REV.3/98

PRINT OR TYPE

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
ACCOUNTS PAYABLE DIVISION

1. Prepare In Quintuplicate.
2. The State Agency And The Contractor As Listed Below Hereby Enter Into An Agreement Subject to the terms and conditions stated herein and/or Attached hereto and Subject to the Provisions of Section 4-98 of the Connecticut General Statutes as Applicable.
3. Acceptance of this Contract implies Conformance with Terms and Conditions Stated on the Reverse Side of Part 1

LOG # 2002-394

		1) <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment		2) Identification No P.S.	
CONTRACTOR		3) CONTRACTOR NAME City of Danbury		4) Are you Presently a State Employee <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
		CONTRACTOR ADDRESS 155 Deer Hill Ave., Danbury, CT 06810		Contractor FEIN/SSN 000000034	
STATE AGENCY		5) AGENCY NAME AND ADDRESS: State of Connecticut, Department of Public Health MS# 12CON, 410 Capitol Ave., PO Box 340308, Hartford, CT 06134-0308		6) AGENCY NO. 4001	
CONTRACT PERIOD		7) DATE (FROM) 04/01/02	THROUGH (TO) 08/30/03	8) INDICATE <input type="checkbox"/> Master Agreement <input type="checkbox"/> Contract Award No. <input checked="" type="checkbox"/> Neither	
CANCELLATION CLAUSE		THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT.)			9) Required No. of days written notice: 30
COMPLETE DESCRIPTION OF SERVICE		10) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) A. The State of Connecticut, Department of Public Health (DPH) has been awarded funding by the Centers for Disease Control and Prevention (CDC) and the Health Resources and Services Administration (HRSA) for the purpose of enhancing the States' bio-terrorism emergency response capacities. Together, these are herein after known as the "CDC Cooperative Agreement". The City of Danbury Health Department, herein after known as "contractor," by entering into this agreement, agrees to the following: <p style="text-align: center;">(Continued on Page 2)</p>			
COST AND SCHEDULE OF PAYMENTS		11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Payment shall be according to Schedule D, on page 8 of this contract. The maximum amount of this contract shall not exceed \$19,141.37.			
12) ACT CD	13) DOC TYP	14) COM TYP	15) LSE. TYP	16) ORIG AGCY 4001	17) DOCUMENT NO.
					18) COMMIT. AGCY 4001
					19) COMMIT No.
					20) VENDOR FEIN/SSN- SUFFI 000000034
21) COMMITTED AMOUNT \$		22) OBLIGATED AMOUNT \$19,141.37		23) CONTRACT PERIOD (from/to) 04/01/02 - 08/30/03	
24) ACT CD	25) COMM LINE NO	26) COMMITTED AMOUNT	27) COMM AGENCY	28) COST CENTER FUND SID	29) OBJECT
		\$16,641.37	4001	0 997	05330
		\$2,500.00	4001	0 997	05330
			AGENCY TAIL		
			30) Function	31) Activity	32) Extension
			2	270	
			3	301	
33) F.Y.					

An Individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code section 3121(d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS		34) STATUTORY AUTHORITY 4-8, 19a-2a, 19a-32	
35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)		TITLE	DATE
36) AGENCY (AUTHORIZED OFFICIAL)		TITLE	DATE
Norma D. Gyle, RN, Ph.D.		Deputy Commissioner	
37) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV.		TITLE	DATE
38) ATTORNEY GENERAL (APPROVED AS TO FORM)			DATE

1. The contractor will identify, from their staff, an emergency response coordinator to serve as the local health department's (LHD) contact for CDC Cooperative Agreement activities. The coordinator will disseminate information from DPH and the Connecticut Association of Directors of Health (CADH) to the Director of Health and appropriate LHD staff. The coordinator will act as liaison between CADH and the LHD for purposes of meeting contract deliverables, including attendance at the CADH-sponsored workshops.

(a) THE CONTRACTOR SHALL:

- (1) Submit the name and contact information for the contractor's emergency response coordinator to CADH and DPH.
- (2) Disseminate information about the CDC Cooperative Agreement from DPH and CADH to appropriate LHD staff.
- (3) Attend the CADH-sponsored workshops for the bioterrorism emergency response capacity assessment, bioterrorism emergency response plan, and capacity-building initiatives.

(b) THE CONTRACTOR SHALL ADHERE TO THE FOLLOWING TIMELINES:

- (1) Submit the name and contact information for the emergency response coordinator to CADH and DPH within 15 days of the execution of the contract.
- (2) Disseminate information about the CDC Cooperative Agreement throughout the contract period.
- (3) Attend a CADH-sponsored regional bioterrorism response capacity assessment workshop in autumn, 2002.
- (4) Attend a CADH-sponsored regional planning workshop in winter, 2003.
- (5) Attend a CADH-sponsored regional capacity-building workshop in spring, 2003.

(c) DPH RESPONSIBILITIES:

- (1) Provide pertinent information about the CDC Cooperative Agreement and related activities to the LHD emergency response coordinator in a timely manner.

2. The contractor will complete an assessment of the LHD's bioterrorism emergency response capacity, including communication systems, epidemiologic investigation and follow-up capacity, and adequacy of current staff skills or knowledge.

(a) THE CONTRACTOR SHALL:

- (1) Complete an assessment questionnaire(s) designed by CADH.
- (2) Participate in an assessment interview with representatives of CADH.
- (3) Provide copies of any plans, protocols or other documents, as may be requested in the assessment questionnaire or interview.

(b) THE CONTRACTOR SHALL ADHERE TO THE FOLLOWING TIMELINES:

- (1) Complete the LHD bioterrorism emergency response assessment and submit to CADH by December 30, 2002.

(c) DPH RESPONSIBILITIES:

- (1) Monitor the contractor's participation in the assessment questionnaire, interviews and any other information gathering activities related to bioterrorism emergency preparedness and response capacities.
- (2) Review and comment on the contractor's capacity assessment.

3. The contractor will collaborate with CADH to develop a bioterrorism emergency response plan for the towns within the LHD's jurisdiction. The plan shall emphasize the delivery of preventive medical services in a public health emergency.

(a) THE CONTRACTOR SHALL:

- (1) Prepare a bioterrorism emergency response plan, which shall include, but not be limited to, a description of the following:
 - (a) roles and responsibilities of LHD staff members in response to a bioterrorism event;
 - (b) local health care providers identified to provide emergency response services;

- (c) emergency communications capabilities and protocols to notify all health care providers in the contractor's jurisdiction of urgent information 24 hours a day, 7 days a week;
- (d) risk communication internal and external protocols;
- (e) location of preventive medical clinics and local storage sites for medicines requiring refrigeration;
- (f) local agency or agencies responsible for security and crowd control;
- (g) emergency response protocols for special populations that may need additional assistance during an emergency (e.g., incarcerated, institutionalized, or disabled persons);
- (h) names of key participants in a bioterrorism or public health emergency response and the protocols to coordinate this participation with relevant state and local agencies; and
- (i) training needs to assure emergency response capacity for the LHD staff and to guide the participation in training programs during the contract period (refer to Section A.6).

(b) THE CONTRACTOR SHALL ADHERE TO THE FOLLOWING TIMELINES:

- (1) Submit a draft LHD bioterrorism emergency response plan to CADH and DPH by May 1, 2003.
- (2) Incorporate DPH comments on the draft plan into a final bioterrorism emergency response plan, and submit to CADH and DPH by May 30, 2003.

(c) DPH RESPONSIBILITIES:

- (1) Review and critique the draft LHD bioterrorism emergency response plan by May 15, 2003.
- (2) Approve the LHD bioterrorism emergency response plan by June 15, 2003.

4. The contractor will collaborate with DPH and CADH to develop regional bioterrorism emergency response plans. Regional boundaries will include, but may extend beyond, the contractor's jurisdiction. Regions will be determined in a manner to have every Connecticut municipality included in a region. The regional emergency response plans shall include, but not be limited to the items listed in Section A.3.(a)(2) of this contract.

(a) THE CONTRACTOR SHALL:

- (1) Contribute to the development of regional bioterrorism emergency response plans by collaborating with DPH and CADH and providing pertinent information as requested.

(b) THE CONTRACTOR SHALL ADHERE TO THE FOLLOWING TIMELINES:

- (1) Participate in the development of regional bioterrorism emergency response plans before May 30, 2003.

(c) DPH RESPONSIBILITIES:

- (1) Monitor the contractor's participation in the development of regional bioterrorism emergency response plans.
- (2) Review and comment on the contractor's contribution to the regional bioterrorism emergency response plans.

5. The contractor shall enhance the LHD's emergency response capacity to respond to bioterrorism events or other public health emergencies by filling one or more gaps identified in the capacity assessment (Section A.2) and the LHD emergency response plan (Section A.3). The capacity-building initiatives shall focus on improving the delivery of preventive medical services in a public health emergency.

(a) THE CONTRACTOR SHALL:

- (1) Enhance the LHD's capacity to respond to bioterrorism and other public health emergencies by completing one or more of the following activities:
 - (a) Develop a local health alert network which includes local health care providers and emergency response partners, and follows the risk communication protocol specified in the LHD bioterrorism emergency response plan (Section A.3.).
 - (b) Participate in the testing exercises of regional and local bioterrorism emergency response plans.
 - (c) Collaborate with DPH to carry out enhanced surveillance, epidemiological investigations, and follow-ups.

- (d) Collaborate with local health care providers and emergency response partners within the contractor's jurisdiction to address coordinated delivery of effective preventive and/or emergency medical services.

(b) THE CONTRACTOR SHALL ADHERE TO THE FOLLOWING TIMELINES:

- (1) Submit a report describing proposed capacity enhancement activities to CADH and DPH by May 30, 2003.
- (2) Submit a report describing the actual capacity enhancement activities funded by this contract to CADH and DPH by August 31, 2003.

(c) DPH RESPONSIBILITIES:

- (1) Monitor the contractor's activities to enhance emergency response capacity.
- (2) Review and critique the contractor's proposed capacity enhancement activities by June 15, 2003.
- (3) Review and approve the contractor's actual capacity enhancement activities by September 15, 2003.

6. The contractor's staff shall receive education and training related to bioterrorism preparedness and response. Topics for education and training shall include, but not be limited to, the topics listed below (Section 6.(a)(1)) and, where possible, fulfill the training needs identified in the capacity assessment (Section A.2) or targeted for action in the LHD emergency response plan (Section A.3). Training shall consist of educational seminars, academic courses, professional conferences or meetings, satellite broadcasts, training videos, web-based courses, or self-study courses, on bio-terrorism topics.

Funds provided for under this section shall be used to cover costs associated with training, including travel, registration, program fees and overtime.

(a) THE CONTRACTOR SHALL:

- (1) Provide education and training for LHD staff in one or more of the following, but not limited to:
 - (a) Bio-terrorism agents

- (b) Public health/medical management (e.g., delivery of preventive medical services such as vaccines and prophylaxis, and interaction with medical community)
 - (c) Worker safety issues
 - (d) Laboratory diagnosis and characterization
 - (e) Epidemiological investigation and response
 - (f) Incident and Unified Command Systems
 - (g) Emergency planning
 - (h) Conducting exercises and drills
 - (i) Risk communication
 - (j) Leadership training
 - (k) Communication systems and equipment
 - (l) Legal authorities (e.g., interface of public health with crime scene/law enforcement)
 - (m) National Pharmaceutical Stockpile
- (2) Provide CADH and DPH with a report of the training needs addressed for staff during the contract period, including but not limited to staff and categories of staff trained, training sessions attended.

(b) THE CONTRACTOR SHALL ADHERE TO THE FOLLOWING TIMELINES:

- (1) Provide CADH and DPH with report on training needs addressed by August 30, 2003.

(c) DPH RESPONSIBILITIES:

- (1) Monitor contractor's activities related to participation in training.

B. CONTRACTOR REPORTING REQUIREMENTS:

- (1) As part of each progress report listed below, the contractor will provide documentation of meetings, focus groups, interviews, and other collaborative activities with the DPH, CADH, and other agencies to accomplish the contract deliverables.
- (2) The contractor shall submit the first progress and expenditure reports to DPH covering the period April 1, 2002 – December 31, 2002 by January 30, 2003.

- (3) The contractor shall submit the second progress and expenditure reports to DPH covering the period January 1, 2003 – May 30, 2003 by June 30, 2003.
- (4) The contractor shall submit the final progress and expenditure reports to DPH covering the period June 1, 2003 – August 30, 2003 by November 1, 2003.

PROGRESS AND EXPENDITURE REPORTS

Reporting Period	Due Date
04/01/2002 – 12/31/2002	01/30/2003
01/01/2003 – 05/30/2003	6/30/2003
6/1/2003 – 8/30/2003	11/1/2003

C. COMMON DPH RESPONSIBILITIES:

- (1) DPH will review and comment on collaboration activities and progress reports within 15 days of receipt of materials.

D. PAYMENT SCHEDULE:

Payment shall be made according to the following schedule upon receipt of properly executed and approved invoices. The maximum amount of this contract shall not exceed \$19,141.37.

Payment #	Amount	Condition
1	\$15,313.10	To be made upon execution of this contract.
2	\$3,828.27	To be made upon receipt and approval of the second progress and expenditure reports.

E. STANDARD PROVISIONS:

(1) STATUTORY AND REGULATORY COMPLIANCE

The contractor shall comply with all pertinent provisions of local, state, and federal laws and regulations applicable to the contractor's program.

(2) CONTRACT REDUCTION

The department reserves the right to reduce the contracted amount of compensation at any time in the event that: (1) the Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the department during the fiscal year for which such funds are withheld; or (2) federal funding reductions result in reallocation of funds within the department.

The contractor and the department agree to negotiate on the implementation of the reduction within thirty (30) days of receipt of formal notification of intent to reduce the contracted amount of compensation from the department. If agreement on the implementation of the reduction is not reached within 30

calendar days of such formal notification and a contract amendment has not been executed, the department may terminate the contract sixty (60) days from receipt of such formal notification. The department will formally notify the contractor of the termination date.

(3) NON-DISCRIMINATION REGARDING SEXUAL ORIENTATION

Unless otherwise provided by Conn. Gen. Stat. § 46a-81p, the contractor agrees to the following provisions required pursuant to § 4a-60a of the Conn. Gen. Stat.: (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representatives of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said

commission pursuant to § 46a-56 of the Conn. Gen. Stat.; (4) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor which relate to provisions of this section and § 46a-56 of the Conn. Gen. Stat. The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or Yale University purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with § 46a-56 of the Conn. Gen. Stat. provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(4) AMERICANS WITH DISABILITIES ACT OF 1990

This clause applies to those contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USCS §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the contract, the contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The contractor warrants that it will hold the state harmless from any liability which may be imposed upon the state as a result of any failure of the contractor to be in compliance with this Act. Where applicable, the contractor agrees to abide by the provisions of section 504 of the federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

(5) CONTRACT REVISIONS AND AMENDMENTS

(a) A formal contract amendment, in writing, shall not be effective until executed by both parties to the contract, and, where applicable, the Attorney General. Such amendments shall be required for extensions to the final date of the contract period and to terms and

conditions specifically stated in this contract, including but not limited to revisions to the maximum contract payment, to the unit cost of service, to the contract's objectives, services, or plan, to due dates for reports, to completion of objectives or services, and to any other contract revisions determined material by the department.

- (b) The contractor shall submit to the department in writing any proposed revision to the contract and the department shall notify the contractor of receipt of the proposed revision. Any proposal deemed material shall be executed pursuant to (a) of this section. The department may accept any proposal as a technical amendment and notify the contractor in writing of the same. A technical amendment shall be effective on the date approved by the department, unless expressly stated otherwise.
- (c) No amendments may be made to a lapsed contract.

(6) NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS IN CONTRACTS OF THE STATE AND POLITICAL SUBDIVISIONS OTHER THAN MUNICIPALITIES

The contractor agrees to comply with provisions of section 4a-60 of the Connecticut General Statutes (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and

each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission of human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(c) Determinations of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative action advertising; recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provision shall be binding on a subcontractor, vendor or manufacturer unless exempted

by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(7) EFFECTIVE DATE

This contract shall become effective only as of the date of signature by the department's authorized official(s) and, where applicable, the date of approval by the Attorney General. Upon such execution, this contract shall be deemed effective for the entire term specified above. This contract may be amended pursuant to Clause H.

(8) CANCELLATION AND RECOUPMENT

- (a) This agreement shall remain in full force and effect for the entire term of the contract period, unless either party provides written notice thirty (30) days or more from the date of termination, except that no cancellation by the contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.
- (b) In the event the health or welfare of the service recipients is endangered, the department may cancel the contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The department shall notify the contractor of the specific reasons for taking such action in writing within five (5) business days of cancellation. Within five (5) business days of receipt of this notice, the contractor may request in writing a meeting with the commissioner of the department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the contractor shall be given an opportunity to present information on why the department's actions should be reversed or modified. Within five (5) business days of such meeting, the commissioner of the department shall notify the contractor in writing of his/her decision upholding, reversing or modifying the action of the department. This action of the commissioner shall be considered final.

- (c) The department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.
- (d) The department reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of program(s) under this contract shall not be subject to recoupment. The contractor agrees to return to the department any funds not expended in accordance with the terms and conditions of the contract and, if the contractor fails to do so upon demand, the department may recoup said funds from any future payments owing under this contract or any other contract between the state and the contractor.

(9) CHOICE OF LAW AND CHOICE OF FORUM

The contractor agrees to be bound by the law of the State of Connecticut and the federal government where applicable, and agrees that this contract shall be construed and interpreted in accordance with Connecticut law and federal law where applicable.

(10) PROHIBITED INTEREST

The contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the contractor to contract with or retain any company or person, other than bona fide employees working solely for the contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

(11) RECORD KEEPING AND ACCESS

The contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, federal agencies. The contractor shall retain all such records concerning this contract for a

period of three (3) years after the completion and submission to the state of the contractor's annual financial audit.

(12) LITIGATION

The contractor shall provide written notice to the department of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the contractor to fulfill the terms and conditions of this contract, including but not limited to financial, legal or any other situation which may prevent the contractor from meeting its obligations under the contract. The contractor shall provide written notice to the department of any final decision by any tribunal or state or federal agency or court which is adverse to the contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the contractor or its employee or agent under the Americans with Disabilities Act of 1990, executive orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

(13) PROGRAM CANCELLATION

Where applicable, the cancellation or termination of any individual program or services under this contract will not, in and of itself, in any way affect the status of any other program or service in effect under this contract.

(14) UTILIZATION OF MINORITY BUSINESS ENTERPRISES

It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government contracts. The contractor agrees to use best efforts consistent with 45 C.F.R. 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§ 13a-95a, 4a-60, to 4a-62, 4b-95(b), and 32-9e of the Conn. Gen. Stat. to carry out this policy in the award of any subcontracts.

(15) INDEPENDENT CAPACITY OF CONTRACTOR

The contractor, its officers, employees, subcontractors, or any other agent of the contractor will act in an independent capacity and not as officers or employees of the State of Connecticut or the Department.

(16) EXECUTIVE ORDER NO. 16

This agreement is subject to Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, this Agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. 16. The parties of this Agreement, as part of the consideration hereof, agree that:

- (a) The contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b);
- (b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.
- (c) The contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threaten to cause, physical injury or death to any individual in the state work site.
- (d) The contractor shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The contractor shall insure that all employees are aware of such work rules.
- (e) The contractor agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain the provisions (a) through (d).

(17) SURPLUS OR EXCESS PAYMENTS

The contractor shall, at the end of the contract period, remit to the Department in full any advanced funds in excess of the allowable costs. The contractor shall be liable for any Department program or financial audit exceptions and shall return to the Department those payments which have been disallowed upon completion of the audit by the Department or as provided by the terms and conditions of this contract.

(18) DELINQUENT REPORTS

The contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the contractor and an opportunity for a meeting with a department representative, the department reserves the right to withhold payments for services performed under this contract if the department has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this agreement or previous agreements for similar or equivalent services the contractor has entered into with the department.

(19) CONFLICT OF INTEREST

At the department's election, it may require the contractor to submit a copy of its most recent IRS Form 990 submitted to the Internal Revenue Service or such other information that the Department deems appropriate with respect to the organization and affiliation of the contractor and related entities.

20) DEFAULT BY THE CONTRACTOR

If the contractor defaults as to, or otherwise fails to comply with, any of the conditions of this contract the department may:

- (a) withhold payments until the default is resolved to the satisfaction of the department.
- (b) temporarily or permanently discontinue services under the contract.
- (c) require that unexpended funds be returned to the department.
- (d) assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the department.
- (e) require that contract funding be used to enter into a sub-contract arrangement with a person or persons designated
- (f) by the department in order to bring the program into contractual compliance.
- (g) terminate this contract.
- (h) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this contract or both.
- (i) any combination of the above actions.

In addition to the rights and remedies granted to the department by this contract, the department shall have all other rights and remedies granted to it by law in the event of breach of or default by the contractor under the terms of this contract.

Prior to invoking any of the remedies for default specified in this paragraph except when the department deems the health or welfare of service recipients is endangered or has not met requirements as specified in this agreement, the department shall notify the contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within five (5) business days of receipt of this notice, the contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the department or request in writing a meeting with the commissioner of the department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the contractor shall be given an opportunity to respond to the department's notice of default and to present a plan of correction with applicable time frames. Within five (5) business days of such meeting, the commissioner of the department shall notify the contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the department intends to invoke. This action of the commissioner shall be considered final. If at any step in this process the contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the department may proceed with default remedies.

(21) NON-ENFORCEMENT NOT TO CONSTITUTE WAIVER

The failure of either party to insist upon strict performance of any terms or conditions of this agreement shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.

(22) EQUIPMENT

Title to equipment purchased with funding from this contract will remain the sole property of the Department and will be returned to the Department upon determination by the Department that the use of such equipment by the contractor is no longer required. Equipment is

defined as having a useful life of more than one year and a cost of \$1,000 or more.

(23) INSPECTION OF WORK PERFORMED

The department or its authorized representative shall at all times have the right to enter into the contractor's premises, or such other places where duties under the contract are being performed, to inspect, to monitor or to evaluate the work being performed. The contractor and all subcontractors must provide all reasonable facilities and assistance for department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this section shall be made available to the contractor.

(24) CREDITS AND RIGHTS IN DATA

Unless expressly waived in writing by the department, all documents, reports, and other publications for public distribution during or resulting from the performances of this contract shall include a statement acknowledging the financial support of the state and the department and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the contractor shall be the sole responsibility of the contractor and the contractor shall indemnify the department, unless the department or its agents co-authored said publication and said release is done with the prior written approval of the commissioner of the department. Any publication shall contain the following statement: "This publication does not express the views of the department or the State of Connecticut. The views and opinions expressed are those of the authors." The contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this contract, unless expressly authorized in writing by the department. The department shall have the right to publish, duplicate, use and disclose all such data in any manner, and may authorize others to do so. The department may copyright any data without prior notice to the contractor. The contractor does not assume any responsibility for the use, publication or disclosure solely by the department of such data. "Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to all reports, surveys, plans, charts,

recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

(25) FACILITY STANDARDS AND LICENSING COMPLIANCE

The contractor will comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

(26) TRANSITION AFTER TERMINATION OR EXPIRATION OF CONTRACT

In the event that this contract is terminated for any reason except where the health and welfare of service recipients is endangered or if the department does not offer the contractor a new contract for the same or similar service at the contract's expiration, the contractor will assist in the orderly transfer of clients served under this contract as required by the department and will assist in the orderly cessation of operations under this contract. Prior to incurring expenses related to the orderly transfer or continuation of services to service recipients beyond the terms of the contract, the department and the contractor agree to negotiate a termination amendment to the existing agreement to address current program components and expenses, anticipated expenses necessary for the orderly transfer of service recipients and changes to the current program to address service recipient needs. The contractual agreement may be amended as necessary to assure transition requirements are met during the term of this contract. If the transition cannot be concluded during this term, the department and the contractor may negotiate an amendment to extend the term of the current contract until the transition may be concluded.

(27) SAFEGUARDING CLIENT INFORMATION

The department and the contractor agree to safeguard the use, publication and disclosure of information on all applicants for and all clients who receive service under this contract with all applicable federal and state law concerning confidentiality.

(28) REPORTING OF CLIENT ABUSE OR NEGLECT

The contractor shall comply with all reporting requirements relative to client abuse and neglect, including but not limited to requirements as specified in C.G.S. 17a-101 through 103, 19a-216, 46b-120 related to children; C.G.S. 46a-11b relative to persons with mental retardation and C.G.S. 17b-407 relative to elderly persons.

(29) SUSPENSION OR DEBARMENT

Signature on contract certifies the contractor or any person (including subcontractors) involved in the administration of Federal or State funds:

- (a) has not within a three year period preceding the agreement been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in performing a public transaction or contract (local, state or federal) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property
- (b) is not presently indicted for or otherwise criminally or civil charged by a governmental entity with commission of any of the above offenses
- (c) has not within a three year period preceding this agreement had one or more public transactions terminated for cause or fault.

Any changes in the above status shall be immediately reported to the department.

(30) RECORDS DISCLOSURE

Pursuant to Connecticut General Statutes, Section 1-210, as amended by Public Act 02-133, records may be exempted from disclosure under the Freedom of Information Act when there are reasonable grounds to believe disclosure may result in a safety risk. Such reasonable grounds shall be determined with respect to records concerning any executive branch agency of the state or any municipal, district or regional officer by the Commissioner of Public Works after consultation or the chief executive officer of the agency.

The contractor agrees to notify the Commissioners of Public Works and Public Health of any request it may receive for disclosure of records received, maintained, or created by the contractor in fulfilling its contractual obligations, prior to responding to such request. Within 30 days after the Commissioner of Public Health signs this contract, the CT Department of Public Health will begin working with the Connecticut Association of Directors of Health to define what types of records may

be released. The contractor agrees to abide by the determination of the Commissioner of Public Works as to the disclosure of such records unless modified by the Freedom of Information Commission or upon judicial review. The contractor further agrees that the contractor and its agents will utilize such records or make available information contained in such records only to the extent necessary to fulfill its contractual and its statutory obligations under Conn. Gen. Stat. Section 19a-206 and will keep confidential any records designated as such by the Department of Public Health under the provisions of Connecticut General Statutes, Section 19a-25. Notwithstanding this provision, the contractor is authorized to exchange information with other municipal, regional, public health, and emergency response officials for purposes of pre-emergency and emergency planning, preparedness and response.

(31) AUDIT REQUIREMENTS

The contractor shall provide for an annual financial audit acceptable to the department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

(32) LOBBYING

The contractor agrees to abide by state and federal lobbying laws, and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.

CDC Cooperative Agreement
(Enhancing Bioterrorism Emergency Response Capacities)
(April 1, 2002 – August 30, 2003)

<u>Description</u>	<u>Budget</u>
Overtime Salaries	\$ 1,800.00
Part Time Salaries	2,250.00
Fringe Benefits (12%)	486.00
Professional Services	12,000.00
Postage	100.00
Travel/Mileage	200.00
Training Courses	800.00
Conferences	400.00
Printing/Binding	150.00
Office Supplies	189.37
Administrative Fee	383.00
Audit	383.00
<hr/>	
GRANT TOTAL	\$19,141.37



RECEIVED

OCT - 3 2002

4

CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

OFFICE OF THE TAX COLLECTOR
(203) 797-4541
FAX: (203) 796-1547

CATHERINE A. SKURAT, C.C.M.C.
TAX COLLECTOR

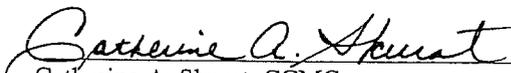
MEMORANDUM

DATE: October 3, 2002
TO: The Honorable Mark Boughton, Mayor
And Common Council Members
FROM: Catherine A. Skurat, Tax Collector
RE: Beaver Street Apartments Cooperative, Inc.
Abatement from the State of Connecticut

Attached please find a resolution for your approval. This is project number 017-44083, and the abatement will be in the amount not to exceed \$28,500.00. This abatement is however subject to State approval of funds for fiscal year 2002-2003.

Upon approval of this resolution, I will need the Mayor's signature on the application for reimbursement. I will keep the original application on file in my office until the resolution has been accepted.

Thank you for your attention to this matter, and if I can be of any further assistance, please do not hesitate to contact me.


Catherine A. Skurat, CCMC

Cc: Dena Diorio, Director of Finance
Eric L. Gottschalk, Corporation Counsel

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

A. D., 200



RESOLVED by the Common Council of the City of Danbury:

WHEREAS, it is desirable and in the public interest that the City of Danbury abate taxes under §8-215 of the Connecticut General Statutes, as amended, on the property owned by Beaver Street Apartments, Inc. located at Beaver Street and Rose Street in Danbury, known as Beaver Street Apartments; and

WHEREAS, the City of Danbury has approved abatement of up to 100% of the real property taxes on the subject property by resolution of the Common Council of the City of Danbury, adopted on October 3, 1973, and has executed a Tax Abatement Assistance Agreement with the State of Connecticut on September 30, 1973; and

WHEREAS, it is necessary to modify the aforesaid Tax Abatement Agreement with the State of Connecticut to reflect a revised tax assessment on the subject property of \$1,856,300.00; and

WHEREAS, it has been determined that the amount of taxes to be abated on the subject property is not to exceed \$28,500.00 for the Grand List of October 1, 2001.

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

1. That the City of Danbury hereby abates up to one hundred percent of the ad valorem taxes applicable to the property described above for a period of not more than forty (40) consecutive years;
2. That the Mayor of the City of Danbury is hereby authorized, directed and empowered in the name of and on behalf of the City of Danbury to execute the Tax Abatement Contract described above and to execute any amendments, revisions and rescissions of said contract in the name of and on behalf of the City of Danbury;
3. That the real property taxes abated on the subject property are not to exceed \$28,500.00 for the Grand List of October 1, 2001;
4. That the Tax Collector of the City of Danbury is hereby directed and empowered to list the total amount of the said lawful abatement into the Rate Book and other records and files, together with the name of the owner against whom such tax so abated was levied and the reason for such abatement, and the Tax Collector is further directed to record these facts in her Annual Report in accordance with the provisions of §12-167 of the Connecticut General Statutes as amended;
5. That the Tax Collector of the City of Danbury is also directed to immediately file a certified statement as evidence of said abatement with the Commissioner of the Department of Housing;
6. That the Tax Collector of the City of Danbury is also directed to refund all tax payments received from Beaver Street Apartments, Inc. or its representatives in connection herewith to the extent that said funds are reimbursable by the State of Connecticut through its Department of Economic and Community Development.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, it is desirable and in the public interest that the City of Danbury abate taxes under §8-215 of the Connecticut General Statutes, as amended, on the property owned by Beaver Street Apartments, Inc. located at Beaver Street and Rose Street in Danbury, known as Beaver Street Apartments; and

WHEREAS, the City of Danbury has approved abatement of up to 100% of the real property taxes on the subject property by resolution of the Common Council of the City of Danbury, adopted on October 3, 1973, and has executed a Tax Abatement Assistance Agreement with the State of Connecticut on September 30, 1973; and

WHEREAS, it is necessary to modify the aforesaid Tax Abatement Agreement with the State of Connecticut to reflect a revised tax assessment on the subject property of \$1,856,300.00; and

WHEREAS, it has been determined that the amount of taxes to be abated on the subject property is not to exceed \$28,500.00 for the Grand List of October 1, 2001.

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

1. That the City of Danbury hereby abates up to one hundred percent of the ad valorem taxes applicable to the property described above for a period of not more than forty (40) consecutive years;
2. That the Mayor of the City of Danbury is hereby authorized, directed and empowered in the name of and on behalf of the City of Danbury to execute the Tax Abatement Contract described above and to execute any amendments, revisions and recisions of said contract in the name of and on behalf of the City of Danbury;
3. That the real property taxes abated on the subject property are not to exceed \$28,500.00 for the Grand List of October 1, 2001;
4. That the Tax Collector of the City of Danbury is hereby directed and empowered to list the total amount of the said lawful abatement into the Rate Book and other records and files, together with the name of the owner against whom such tax so abated was levied and the reason for such abatement, and the Tax Collector is further directed to record these facts in her Annual Report in accordance with the provisions of §12-167 of the Connecticut General Statutes as amended;
5. That the Tax Collector of the City of Danbury is also directed to immediately file a certified statement as evidence of said abatement with the Commissioner of the Department of Housing;
6. That the Tax Collector of the City of Danbury is also directed to refund all tax payments received from Beaver Street Apartments, Inc. or its representatives in connection herewith to the extent that said funds are reimbursable by the State of Connecticut through its Department of Economic and Community Development.



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DENA DIORIO
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: Dena Diorio, Director of Finance *DD*
Date: October 11, 2002
Re: **RESOLUTION – DRIVING UNDER THE INFLUENCE SAFETY GRANT**
CC: R. L. Paquette

Attached for your review is a resolution that allows the City of Danbury Police Department to apply for and accept grant funding from the State of Connecticut, Department of Transportation for the "2002 Thanksgiving/Christmas/New Years Driving Under the Influence Enforcement Program". This grant in the amount of \$5,800 requires a local match of \$5,800. The funding for the local match is available in the Police Department Budget.

Attached is a copy of the budget received by this office 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.

DD/jgb

Attach.



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 Transportation, Division of Highway Safety has made a grant available in the amount of \$5,800.00 for the 2002 Thanksgiving/Christmas/New Years Driving Under the Influence Enforcement Program; and

WHEREAS, an equal local cash match is required in order to reach the total cost of the program, which is \$11,600.00.

NOW, THEREFORE, BE IT RESOLVED THAT, Mayor Mark D. Boughton is hereby authorized to apply for said grant and to accept grant funds if approved, and Mayor Mark D. Boughton is authorized to sign all contracts necessary to effectuate the purposes of said grant. Any prior acts of the Mayor in applying for such grant funds are hereby ratified.



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone: (860) 594-2370

September 26, 2002

Dear Chief/Resident Trooper:

Subject: "Thanksgiving, Christmas/New Year's
DUI Enforcement Program"

The Connecticut Department of Transportation's Division of Highway Safety is pleased to announce the availability of federal highway safety funds again this year to support driving under the influence (DUI) law enforcement efforts during the Thanksgiving, Christmas/New Year's holiday season. Funds will be provided to police agencies under the Federal Highway Safety Program on a reimbursable basis for 50% of allowable operational expenses. Eligible costs for this activity include overtime wages and overtime fringe benefits for police officers.

Program operations parameters of this year's enforcement program are on the enclosed grant application.

If you wish to participate in this holiday DUI enforcement program, please complete and sign the enclosed Highway Safety Project Application form and return it to the Division of Highway Safety by OCTOBER 25, 2002. A project application instruction sheet has been included to assist you.

Please return to:

Susan C. Maloney
Highway Safety Program Director
Connecticut Department of Transportation
Division of Highway Safety
P.O. Box 317546
Newington, CT 06131-7546

Notification of project approval will be made on or about November 20, 2002. The funding for this program is limited and will be available on first come, first served basis. An early response is recommended.

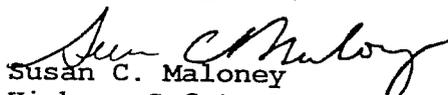
Please note the financial nature of the Federal Highway Safety Program. As a reimbursable federal program, all initial allowable expenses must be provided by your municipality/agency. Upon the conclusion of the enforcement program, an itemized claim form (to be provided with the project approval notice) must be submitted, with required documentation, to the Division of Highway Safety by January 31, 2003.

Upon receipt, this claim will be processed and a reimbursement of 50% of the allowable costs stipulated in the project approval will be made to the payee named on the claim.

Required documentation will include a project Cost Summary Sheet, Highway Safety Program Time Sheets for each officer for each shift, and a program Data Summary Sheet. These forms will be provided to you with your notification of project approval. In addition, you are requested to submit photocopies of any local or regional newsclippings that publicized your enforcement efforts.

If you have any questions or require any additional information, please contact Richard Squeglia of the Division of Highway Safety at (860) 594-2367.

Very truly yours,


Susan C. Maloney
Highway Safety Program
Director

Enclosure

CONNECTICUT HIGHWAY SAFETY PROGRAM
PROJECT APPLICATION INSTRUCTION SHEET

FOR
" THANKSGIVING, CHRISTMAS/NEW YEAR'S DUI ENFORCEMENT PROGRAM "

Please complete the following sections of the attached HIGHWAY SAFETY PROJECT APPLICATION form and return to the Division of Highway Safety at the following address:

Department of Transportation
Division of Highway Safety - Unit 1021
P.O. Box 317546
2800 Berlin Turnpike
Newington, CT 06131-7546

RETURN DATE: No later than "OCTOBER 25, 2002"

PAGE 1:

1. PROJECT TITLE: 2002 Thanksgiving, Christmas/New Year's DUI Enforcement Program-Town/City of: (Name of Town/City submitting application).
2. GOVERNMENTAL UNIT: Enter the name of political jurisdiction responsible for the overall administration of the project (state agency, municipality).
3. ADDRESS OF GOVERNMENTAL UNIT: Enter the complete address of the governmental unit including zip code.
4. APPLICANT: Enter the organizational unit responsible for the administration of the project (Name of police agency).
5. ADDRESS OF APPLICANT: Enter the complete address of the applicant including zip code.
6. FEDERAL IDENTIFICATION NUMBER: Enter the nine digit number assigned by the U.S. Department of Treasury, Internal Revenue Service, for tax reporting purposes.

Connecticut Division of Highway
REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS

PURPOSE

To provide potential Highway Safety Funding recipients with a comprehensive listing of regulations governing the administration of an approved highway safety project.

GENERAL REGULATIONS

1. The grant shall be administered by a governmental agency, either local or state, having authority and responsibility to conduct the project.
2. Grant expenditures must meet the following criteria:
 - A. Supplement rather than replace existing activities.
 - B. Be necessary and reasonable, and supported in the budget narrative.
 - C. Be eligible expenses under federal, state and local laws/regulations.
 - D. Conform to the federal common rule.
 - E. Be accorded consistent treatment through the application of generally accepted accounting principles.
 - F. Not be included as a cost of any other federally financed program.
 - G. Be net of all applicable credits.
 - H. Incur within an approved grant period.
 - I. Be adequately supported by source documentation.
 - J. Not result in a profit to the grantee.
3. All state agencies must have state budget authority to accept highway safety funds.
4. Only expenses contained within an approved grant budget may be claimed. Any deviations from the approved budget must have prior Division of Highway Safety (DHS) approval to be eligible for reimbursement. Back-up documentation (i.e. fully executed time distribution report) and proof of payment (i.e. cancelled checks) must accompany request for reimbursement.
5. All source documentation for incurred costs must be maintained for review purposes for a three-year period following the final reimbursement of the project.
6. All travel costs outside the state, extensive in-state trips, and conference registrations shall have prior written approval of DHS.

7. All agencies shall use purchasing practices and bid procedures that provide maximum open and free competition. In addition, positive efforts should be in effect to utilize small business and minority-owned business sources of supplies and services. The Minority Business Enterprise requirements of 49 C.F.R. Part 23 apply to this project.
8. The APPLICANT shall comply with the regulations of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21), issued in implementation of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 United States Code 2000d to 2000d-4. Further, the APPLICANT agrees and warrants that in the performance of this project, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, sexual orientation, or physical disability, including but not limited to blindness, unless it is shown to be that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States, or the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the APPLICANT as related to the provisions of this section. (Section 4-114a and 4a-60a of the Connecticut General Statutes, as revised.)
9. Purchases must be in accordance with normal state and/or agency and/or town procedures. Purchases must also be in accordance with the requirements set forth in the Procurement Standards (based on "OMB Circular A-102, Attachment O"), available upon request. Conformance with the "Buy America Act" (23 U.S.C. 101 Note and 41 U.S.C. 10a) is required.
10. It is a requirement that all applicants comply with the "Drug Free Workplace Act of 1988" (49 C.F.R. Part 29 Subpart F).
11. The Division of Highway Safety MUST be notified (in writing) within thirty (30) days of the receipt of any equipment. Information provided shall consist of: name, model, serial number, cost, date of delivery taken, and a brief description of each article purchased. After the expiration date of this project, all non-expendable equipment purchased under this project will continue to be used in a Highway Safety-related effort. The APPLICANT shall notify the Division of Highway Safety immediately if any equipment purchased under this project ceases to be used in the manner set forth in this project application. In such event, the APPLICANT agrees to refund the residual value of such equipment in an amount to be determined by the Division of Highway Safety, or to transfer or otherwise dispose of such equipment as directed by the Division of Highway Safety. **NO EQUIPMENT WILL BE CONVEYED, SOLD, SALVAGED, TRANSFERRED, OR OTHERWISE BE USED OTHER THAN EXPRESSLY DETAILED IN THIS APPLICATION WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE DIVISION OF HIGHWAY SAFETY.**
12. The APPLICANT shall maintain or cause to be maintained for its useful life, any equipment purchased under this project. Standard procedures governing the ownership, use, and disposition of equipment acquired under this project are covered in the Property Management Standards (based on "OMB Circular A-102, Attachment N").
13. Any contracts entered into as part of this project's performance must receive written approval PRIOR to contract award.
14. Should the APPLICANT agency be audited, and the responsible unit, department, etc. of the grant be included as part of such audit, a copy of that applicable section [of said audit] must be forwarded to the Division of Highway Safety.

ORIENTATION MEETING

First time approved applicants may be required to participate in an orientation meeting to discuss program requirements.

PROJECT PROGRESS REPORTS

Project Progress Reports shall be required of all highway safety projects. Failure to submit required reports will result in withholding of reimbursement and/or termination of the project.

MONITORING REVIEWS

DHS may conduct a monitoring review of your highway safety project. The purpose of this review is to determine adherence to stated project objectives, to review financial procedures, and to ensure compliance with federal regulations.

COST REIMBURSEMENT

1. Highway safety projects are funded on a cost reimbursement concept. An agency expends its own funds and then proceeds to claim reimbursement for the federal share of incurred project costs.
2. Requests for reimbursements will be made on a monthly or quarterly basis. Cost claims must be submitted to DHS on a minimum of a quarterly basis.
3. It is the responsibility of the project director to ensure that reimbursement requests are submitted on a timely basis.
4. ALL FINAL CLAIMS against this project, together with all supporting financial documentation, MUST be submitted to the Connecticut Division of Highway Safety no later than forty-five (45) days after the funding period ending date.

COST DOCUMENTATION

The accounting system and cost documentation presently in use by an agency is generally adequate for project purposes. If modification is necessary, DHS will notify you and assistance will be provided.

PROJECT TERMINATION

A project may be terminated if DHS concludes that the grantee is not in compliance with the conditions or provisions of a grant. DHS will extend an opportunity for the grantee to demonstrate compliance. Notification of termination will be in writing.

ACTIVITIES & PROCEDURES (cont.)

Daily Activity Reports and Data Summary Sheets will be supplied with each approved highway safety application. These forms summarize enforcement activity for the holiday period. They must be completed by the project director and returned to the Division of Highway Safety along with expense claims.

Claims for reimbursement under this project must be submitted on State of Connecticut form CLA-3 (Vendor's Invoice) together with supporting documentation. The CLA-3 will be provided, together with detailed completion instructions, with each approved highway safety application.

12. BUDGET DETAIL :

*** Fill out PROJECT COST WORKSHEET prior to completing this section.

(A) PERSONAL SERVICES : Transfer amount from ROUND UP AMOUNT on Project Cost Worksheet.

(F) TOTAL : Transfer amount from ROUND UP AMOUNT on Project Cost worksheet.

14. BUDGET SUMMARY :

(cost category)
PERSONAL SERVICES & TOTAL BUDGETED :
Transfer total from section #12
(BUDGET DETAIL)

(source of funds)
FEDERAL FUNDS : 50% of TOTAL BUDGETED
NON-FEDERAL : 50% of TOTAL BUDGETED

7. ANTICIPATED GRANT START-UP DATE: Leave this section blank.

8. AUTHORIZING SIGNATURES:

A. PROJECT DIRECTOR

Enter the full NAME, TITLE, ADDRESS, and TELEPHONE NUMBER of the person responsible for the overall administration of the project.

B. FINANCIAL OFFICER

Enter the full NAME, TITLE, ADDRESS, and TELEPHONE NUMBER of the person responsible for the overall fiscal administration of the project.

C. AUTHORIZING OFFICIAL OF GOVERNMENTAL UNIT

Enter the full NAME, TITLE, ADDRESS, and TELEPHONE NUMBER of the chief executive officer of the political subdivision (mayor, chief of police, university official, or state agency head

The Authorizing Official, by his or her signature, assures that all Equal Employment Opportunity requirements will be met in carrying out the project.

NOTE: SIGNATURES - submit application form with original signatures; xeroxed form will not be accepted.

11. ACTIVITIES & PROCEDURES: Please complete the blanks and note the following: The dates and hours of operation were selected after careful review of National Highway Traffic Safety Administration data and detailed discussion with experienced members of Connecticut's police community. Should you have a significant need to change any of these dates and/or hours to fit your particular circumstances, prior approval from the Division of Highway Safety is required.

You are encouraged to publicize this enforcement effort in your local area at least once during the holiday period. It is suggested that you contact adjacent police agencies to coordinate/conduct a regional media campaign. **SOBRIETY CHECKPOINTS MUST BE PUBLICIZED.**

STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAY SAFETY

PROJECT NO.	
PROGRAM DESCRIPTION Alcohol	PROGRAM AREA
DATE RECEIVED	

*FINANCE
COPY*

ACCEPTANCE—IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY. COPY OF POLICY OBTAINED UPON REQUEST.

HIGHWAY SAFETY PROJECT APPLICATION

1. PROJECT TITLE
2002 THANKSGIVING/CHRISTMAS/NEW YEAR'S DUI ENFORCEMENT PROGRAM - CITY/TOWN OF:

2. GOVERNMENTAL UNIT
Danbury - City of Danbury

3. ADDRESS OF GOVERNMENTAL UNIT (W/ZIP CODE)
155 Deerhill Ave., Danbury, CT 06810

4. APPLICANT
Danbury Police Department

5. ADDRESS OF APPLICANT (W/ZIP CODE)
120 Main Street, Danbury, CT 06810

6. FEDERAL IDENTIFICATION NO.
06-600-1868

7. ANTICIPATED PROJECT START-UP DATE
November 27, 2002

APPROVED PROJECT PERIOD (MO./DAY/YR.) FOR DHS USE ONLY

FROM: November 27, 2002

THROUGH: January 31, 2003

A. PROJECT DIRECTOR

(1) NAME (FIRST, MIDDLE INITIAL, LAST)
Arthur P. Sullo

(2) TITLE
Captain, Admin. Cmdr.

(3) TELEPHONE NO.
203-797-4538

(4) SIGNATURE
Arthur P. Sullo

(5) ADDRESS AND ZIP CODE
Danbury Police Department
120 Main Street, Danbury, CT 06810

B. FINANCIAL OFFICER

(1) NAME (FIRST, MIDDLE INITIAL, LAST)
Dena Diorio

(2) TITLE
Finance Director

(3) TELEPHONE NO.
203 797-4652

(4) SIGNATURE

(5) ADDRESS AND ZIP CODE
155 Deer Hill Ave.
Danbury, CT 06810

C. AUTHORIZING OFFICIAL OF GOVERNMENTAL UNIT

(1) NAME (FIRST, MIDDLE INITIAL, LAST)
Mark D. Boughton

(2) TITLE
Mayor, City of Danbury

(3) TELEPHONE NO.
203-4511

(4) SIGNATURE

(5) ADDRESS AND ZIP CODE
155 Deer Hill Ave., Danbury, CT 06810

PROVAL-- (FOR DHS USE ONLY)

RECOMMEND APPROVAL _____	B. FISCAL REVIEW COMPLETED BY:	C. DATE
	D. PROGRAM REVIEW COMPLETE BY:	E. DATE
OBLIGATED FEDERAL FUNDS _____	G. NAME SUSAN C. MALONEY	H. TITLE Governor's Highway Safety Representative
	I. SIGNATURE	J. DATE

K. ACTION:

L. PREVIOUS:

M. TOTAL:

TOWN/CITY OF: DANBURY

FRINGE BENEFIT CERTIFICATION STATEMENT

I hereby certify that the fringe benefit rate of 3.78 % is the rate authorized by the Town/City of Danbury. For application against all OVERTIME hours worked by the sworn police agency personnel for the following time period: From 11/27/02 To 12/31/02
(Date) (Date)

The category/percentage breakdown of this rate is as follows:

<u>Cost Category</u>	<u>Percentage</u>
1. <u>Workmans Comp. net %</u>	<u>3.78</u> %
2. _____	_____ %
3. _____	_____ %
4. _____	_____ %
5. _____	_____ %
6. _____	_____ %
7. _____	_____ %
8. _____	_____ %
TOTAL OVERTIME FRINGE RATE	<u>3.78</u> %

I further certify that this statement is correct in all respects and that the OVERTIME fringe benefit rate identified above accurately represents the OVERTIME fringe benefit costs to the municipality for the individuals employed under this project.

TOWN/CITY'S CHIEF FINANCIAL OFFICER

Name: Dena Diorio

Title: Finance Director

Ink Signature: _____

PROJECT TITLE	APPLICANT
2002 THANKSGIVING/CHRISTMAS/N.YR. DUI ENF.	Danbury

9. STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION

In the United States during 2000, 16,653 or 40% of all traffic fatalities were alcohol related. This compares with 49.2% in 1989, 50.2% in 1988 and 57.2% in 1982. This downward trend is the result of a number of factors: legislation, public information and education, selective law enforcement, etc. National statistics also reveal a consistent day of week and time of day occurrence trend. Almost 60% of all such crashes occurred from Friday at 6:00pm to Monday at 6:00am.

Connecticut trends are similar. During 2000, 146 out of 343 traffic fatalities (43%) were alcohol related. This compares with 203 in 1989, 234 in 1988, and 292 in 1982. Day of the week and time of day analysis reveals trends similar to national data.

About 3 in every 10 Americans will be involved in an alcohol-related crash at some time in their lives.

Holiday periods result in an increase in travel and impaired driving.

10. OBJECTIVES

--To increase enforcement and media relations related to operating a motor vehicle while under the influence of intoxicating liquor and or drugs during the Thanksgiving, Christmas/New Year's holiday period.

--To reduce both the number of DUI-related motor vehicle crashes which occur during the period and the number of people killed and injured in such crashes.

1. ACTIVITIES AND PROCEDURES

DUI selective enforcement will be conducted during the Thanksgiving, Christmas/New Year's holiday period per the following operational schedule. Enforcement techniques to be employed include extra DUI patrol activities, and may include weekend field sobriety checkpoints. Note: For DUI patrol activities, the number of enforcement officers allowed per vehicle at any one time is one, however, daily shifts may be split by more than one officer. It is recommended that all officers assigned to DUI enforcement activities be trained in DUI law enforcement techniques.

NOTE: The operation of this selective enforcement program shall be above and beyond the normal/special patrol activities scheduled for the dates and time frames listed below.

Period : Thanksgiving, Christmas/New Year's Holiday Period

(fill in below)

Defined Program Parameters	Planned Project Operations
Dates/ Times 11/27 > 3:00pm - 4:00am	6:00pm - 2:00am
11/28 > 3:00pm - 4:00am	6:00pm - 2:00am
11/29 > 3:00pm - 4:00am	6:00pm - 2:00am
11/30 > 3:00pm - 4:00am	6:00pm - 2:00am
12/01 > 3:00pm - 12:00pm	4:00pm - 12:00pm
12/05 > 3:00pm - 4:00am	6:00pm - 2:00am
12/06 > 3:00pm - 4:00am	6:00pm - 2:00am
12/07 > 3:00pm - 4:00am	6:00pm - 2:00am
12/08 > 3:00pm - 12:00am	4:00pm - 12:00am
12/12 > 3:00pm - 4:00am	6:00pm - 2:00am
12/13 > 3:00pm - 4:00am	6:00pm - 2:00am
12/14 > 3:00pm - 4:00am	6:00pm - 2:00am
12/15 > 3:00pm - 12:00am	4:00pm - 12:00am
12/19 > 3:00pm - 4:00am	6:00pm - 2:00am
12/20 > 3:00pm - 4:00am	6:00pm - 2:00am
12/21 > 3:00pm - 4:00am	6:00pm - 2:00am
12/22 > 3:00pm - 12:00am	4:00pm - 12:00am
12/31 > 3:00pm - 4:00am	4:00pm - 2:00am

Hours of operation must fall within the above defined program parameters. Adjustments may be made based on unique local circumstances.

Primary enforcement locations are as follows:

Main Street, South St, West St, White St, North St

Federal RD (RT 7), Sugar Hollow Rd. RT 7),

Mill Plain Rd, Lake Av. Ext, Lake Av.

Clapboard Ridge (RT 39), Padanaram RD-Pembroke Road (RT 37)

This operational plan will be supported through statewide and regional/local media coverage.

PROJECT TITLE	APPLICANT
2002 THANKSGIVING, CHRISTMAS/N.YR. DUI ENF.	City of Danbury, Dept. of Police

12. BUDGET DETAIL

PLEASE FILL OUT PROJECT COST WORKSHEET PRIOR TO COMPLETING THIS PAGE.

(A)	PERSONNEL SERVICES	\$11,600 .00
	Overtime wages plus fringe benefits	
(B)	CONTRACTUAL SERVICES	0.00
(C)	OPERATING COSTS	0.00
(D)	EQUIPMENT	0.00
(E)	INDIRECT COSTS	0.00
(F)		TOTAL \$11,600.00

The Applicant understands that it benefits from the administration of this project by the Department of Transportation's Division of Highway Safety (DHS) and agrees that the costs incurred by DHS related to such administration will be credited towards the federal requirement that a minimum of 40% of a State's annual highway safety funding be provided for the benefit of its local political subdivisions.

3. PROJECT EVALUATION AND MILESTONES

An administrative evaluation of this project will be conducted which will consider:

- (a) Schedule/number of DUI overtime hours;
- (b) Total number of DUI citations issued;
- (c) Total number of other motor vehicle citations issued.

An effectiveness evaluation will be conducted which will measure:

- (a) The change in the number of persons killed in motor vehicle crashes in which drugs or alcohol was identified as a contributing factor, which occurred during project dates/times vs. base period.
- (b) The change in the number of persons injured in motor vehicle crashes in which alcohol or drugs was a contributing factor which occurred during project dates/times vs. base period.
- (c) The change in the number of motor vehicle crashes in which alcohol or drugs was identified as a contributing factor which occurred during project dates/times vs. base period.

PROJECT MILESTONES	<u>Thanksgiving</u>	<u>Christmas/New Year's</u>
Project announcement date	09/25/02	09/25/02
Project application due date	10/25/02	10/25/02
Project award date	11/20/02	11/20/02
Publicity related to statewide enforcement	11/25/02	12/02/02
Publicity related to selected community enforcement	11/25/02	12/02/02
Conduct DUI enforcement program	11/27 - 12/01/02	12/05 - 01/01/03
Enforcement summaries/expense claims submitted to Division of Highway Safety	01/31/03	01/31/03

PROJECT TITLE	APPLICANT
2002 THANKSGIVING, CHRISTMAS/N.YR. DUI ENF.	City of Danbury, Department of Police

14. BUDGET SUMMARY

COST CATEGORY	Amount	SOURCE OF FUNDS	TOTAL
PERSONNEL SERVICES	\$	FEDERAL FUNDS 50%	\$ 5,800
CONTRACTUAL SERVICES	\$ XXXXXXXXX	NON-FEDERAL 50%	\$ 5,800
OPERATING COSTS	\$ XXXXXXXXX	TOTAL FUNDS 100%	\$ 11,600
EQUIPMENT	\$ XXXXXXXXX		
INDIRECT COSTS	\$ XXXXXXXXX		
TOTAL BUDGETED	\$		

BUDGET SUMMARY APPROVAL (DHS USE ONLY)

COST CATEGORY	AMOUNT	SOURCE OF FUNDS	TOTAL
PERSONNEL SERVICES	\$	FEDERAL FUNDS 50%	\$
CONTRACTUALSERVICES	\$ XXXXXXXXX	NON-FEDERAL 50%	\$
OPERATING COSTS	\$ XXXXXXXXX	TOTAL FUNDS 100%	\$
EQUIPMENT	\$ XXXXXXXXX		
INDIRECT COSTS	\$ XXXXXXXXX		
TOTAL APPROVED	\$		

TOWN/CITY OF Danbury

THANKSGIVING, CHRISTMAS/NEW YEAR'S DUI ENFORCEMENT

PROJECT COST WORKSHEET

1. OVERTIME WAGES: (Only 1 officer allowed per vehicle at any one time).

P.O. 6 Wages used for Overtime planning

Date: November 27, 2002

Vehicle #1

Enforcement Officer #1:	8	hrs.	@	\$ 37.965	=	\$ 303.72
#2:		hrs.	@	\$.	=	\$.
#3:		hrs.	@	\$.	=	\$.
#4:		hrs.	@	\$.	=	\$.

Vehicle #2

Enforcement Officer #1:	8	hrs.	@	\$ 37.965	=	\$ 303.72
#2:		hrs.	@	\$.	=	\$.
#3:		hrs.	@	\$.	=	\$.
#4:		hrs.	@	\$.	=	\$.

Date: November 28, 2002

Vehicle #1

Enforcement Officer #1:	8	hrs.	@	\$ 37.965	=	\$ 303.72
#2:		hrs.	@	\$.	=	\$.
#3:		hrs.	@	\$.	=	\$.
#4:		hrs.	@	\$.	=	\$.

Vehicle #2)

Enforcement Officer #1:	8	hrs.	@	\$ 37.965	=	\$ 303.72
#2:		hrs.	@	\$.	=	\$.
#3:		hrs.	@	\$.	=	\$.
#4:		hrs.	@	\$.	=	\$.

Date: November 29, 2002

Vehicle #1)

Enforcement Officer #1:	8	hrs.	@	\$ 37.965	=	\$ 303.72
#2:		hrs.	@	\$.	=	\$.
#3:		hrs.	@	\$.	=	\$.
#4:		hrs.	@	\$.	=	\$.

Vehicle #2)

Enforcement Officer #1:	8	hrs.	@	\$ 37.965	=	\$ 303.72
#2:		hrs.	@	\$.	=	\$.
#3:		hrs.	@	\$.	=	\$.
#4:		hrs.	@	\$.	=	\$.

Date: November 30, 2002

Vehicle #1)

Enforcement Officer #1:8	hrs. @ \$ 37 9651=	\$ 303 .72
#2:	hrs. @ \$.	= \$.
#3:	hrs. @ \$.	= \$.
#4:	hrs. @ \$.	= \$.

Vehicle #2

Enforcement Officer #1:8	hrs. @ \$ 37 9651=	\$ 303 .72
#2:	hrs. @ \$.	= \$.
#3:	hrs. @ \$.	= \$.
#4:	hrs. @ \$.	= \$.

Date: December 01, 2002

Vehicle #1)

Enforcement Officer #1:8	hrs. @ \$ 379651=	\$ 303 .72
#2:	hrs. @ \$.	= \$.
#3:	hrs. @ \$.	= \$.
#4:	hrs. @ \$.	= \$.

Vehicle #2

Enforcement Officer #1:8	hrs. @ \$ 37.9651=	\$ 303 .72
#2:	hrs. @ \$.	= \$.
#3:	hrs. @ \$.	= \$.
#4:	hrs. @ \$.	= \$.

SOBRIETY CHECKPOINT

N/A

DATE: Hours: :00 m - :00 m

Enforcement Officer #1:	hrs. @ \$.	= \$.
#2:	hrs. @ \$.	= \$.
#3:	hrs. @ \$.	= \$.
#4:	hrs. @ \$.	= \$.
#5:	hrs. @ \$.	= \$.
#6:	hrs. @ \$.	= \$.
#7:	hrs. @ \$.	= \$.

Date: December 05, 2002

Vehicle #1

Enforcement Officer #1:8	hrs. @ \$ 37 9651=	\$ 303 .72
#2:	hrs. @ \$.	= \$.
#3:	hrs. @ \$.	= \$.
#4:	hrs. @ \$.	= \$.

Vehicle #2)

Enforcement Officer #1:8	hrs. @ \$ 37 9651=	\$ 303 .72
#2:	hrs. @ \$.	= \$.
#3:	hrs. @ \$.	= \$.
#4:	hrs. @ \$.	= \$.

Date: December 06, 2002

Vehicle #1

Enforcement Officer	#1:	8 hrs.	@ \$37	9651=	\$ 303 .72
	#2:	hrs.	@ \$. =	\$.
	#3:	hrs.	@ \$. =	\$.
	#4:	hrs.	@ \$. =	\$.

Vehicle #2)

Enforcement Officer	#1:	8 hrs.	@ \$37	9651=	\$ 303 .72
	#2:	hrs.	@ \$. =	\$.
	#3:	hrs.	@ \$. =	\$.
	#4:	hrs.	@ \$. =	\$.

Date: December 07, 2002

Vehicle #1

Enforcement Officer	#1:	8 hrs.	@ \$37	9651=	\$ 303 .72
	#2:	hrs.	@ \$. =	\$.
	#3:	hrs.	@ \$. =	\$.
	#4:	hrs.	@ \$. =	\$.

Vehicle #2)

Enforcement Officer	#1:	8 hrs.	@ \$37	9651=	\$ 303 .72
	#2:	hrs.	@ \$. =	\$.
	#3:	hrs.	@ \$. =	\$.
	#4:	hrs.	@ \$. =	\$.

Date: December 08, 2002

Vehicle #1

Enforcement Officer	#1:	8 hrs.	@ \$37	9651=	\$ 303 .72
	#2:	hrs.	@ \$. =	\$.
	#3:	hrs.	@ \$. =	\$.
	#4:	hrs.	@ \$. =	\$.

Vehicle #2)

Enforcement Officer	#1:	8 hrs.	@ \$37	9651=	\$ 303 .72
	#2:	hrs.	@ \$. =	\$.
	#3:	hrs.	@ \$. =	\$.
	#4:	hrs.	@ \$. =	\$.

SOBRIETY CHECKPOINT

N/A

<u>DATE:</u>	<u>Hours:</u>	<u>:00 m -</u>	<u>:00 m</u>		
Enforcement Officer	#1:	hrs.	@ \$. =	\$.
	#2:	hrs.	@ \$. =	\$.
	#3:	hrs.	@ \$. =	\$.
	#4:	hrs.	@ \$. =	\$.
	#5:	hrs.	@ \$. =	\$.
	#6:	hrs.	@ \$. =	\$.
	#7:	hrs.	@ \$. =	\$.

Date: December 12, 2002

Vehicle #1

Enforcement Officer #1:	8 hrs.	@ \$ 37 965	= \$ 303 .72
#2:	hrs.	@ \$.	= \$.
#3:	hrs.	@ \$.	= \$.
#4:	hrs.	@ \$.	= \$.

Vehicle #2)

Enforcement Officer #1:	8 hrs.	@ \$ 37 965	= \$ 303 .72
#2:	hrs.	@ \$.	= \$.
#3:	hrs.	@ \$.	= \$.
#4:	hrs.	@ \$.	= \$.

Date: December 13, 2002

Vehicle #1

Enforcement Officer #1:	8 hrs.	@ \$ 37 965	= \$ 303 .72
#2:	hrs.	@ \$.	= \$.
#3:	hrs.	@ \$.	= \$.
#4:	hrs.	@ \$.	= \$.

Vehicle #2)

Enforcement Officer #1:	8 hrs.	@ \$ 37 965	= \$ 303 .72
#2:	hrs.	@ \$.	= \$.
#3:	hrs.	@ \$.	= \$.
#4:	hrs.	@ \$.	= \$.

Date: December 14, 2002

Vehicle #1

Enforcement Officer #1:	8 hrs.	@ \$ 37 965	= \$ 303 .72
#2:	hrs.	@ \$.	= \$.
#3:	hrs.	@ \$.	= \$.
#4:	hrs.	@ \$.	= \$.

Vehicle #2)

Enforcement Officer #1:	8 hrs.	@ \$ 37 965	= \$ 303 .72
#2:	hrs.	@ \$.	= \$.
#3:	hrs.	@ \$.	= \$.
#4:	hrs.	@ \$.	= \$.

Date: December 15, 2002

Vehicle #1

Enforcement Officer #1:	8 hrs.	@ \$ 37 965	= \$ 303 .72
#2:	hrs.	@ \$.	= \$.
#3:	hrs.	@ \$.	= \$.
#4:	hrs.	@ \$.	= \$.

Vehicle #2)

Enforcement Officer #1:	8 hrs.	@ \$ 37 9651 = \$ 303 .72
#2:	hrs.	@ \$. = \$.
#3:	hrs.	@ \$. = \$.
#4:	hrs.	@ \$. = \$.

SOBRIETY CHECKPOINT N/A

DATE: _____ Hours: :00 m - :00 m

Enforcement Officer #1:	hrs.	@ \$. = \$.
#2:	hrs.	@ \$. = \$.
#3:	hrs.	@ \$. = \$.
#4:	hrs.	@ \$. = \$.
#5:	hrs.	@ \$. = \$.
#6:	hrs.	@ \$. = \$.
#7:	hrs.	@ \$. = \$.

Date: December 19, 2002

Vehicle #1

Enforcement Officer #1:	8 hrs.	@ \$ 37 9651 = \$ 303 .72
#2:	hrs.	@ \$. = \$.
#3:	hrs.	@ \$. = \$.
#4:	hrs.	@ \$. = \$.

Vehicle #2)

Enforcement Officer #1:	8 hrs.	@ \$ 37 9651 = \$ 303 .72
#2:	hrs.	@ \$. = \$.
#3:	hrs.	@ \$. = \$.
#4:	hrs.	@ \$. = \$.

Date: December 20, 2002

Vehicle #1

Enforcement Officer #1:	8 hrs.	@ \$ 37 9651 = \$ 303 .72
#2:	hrs.	@ \$. = \$.
#3:	hrs.	@ \$. = \$.
#4:	hrs.	@ \$. = \$.

Vehicle #2)

Enforcement Officer #1:	8 hrs.	@ \$ 37 9651 = \$ 303 .72
#2:	hrs.	@ \$. = \$.
#3:	hrs.	@ \$. = \$.
#4:	hrs.	@ \$. = \$.

Date: December 21, 2002

Vehicle #1

Enforcement Officer #1:	8 hrs.	@ \$ 37 9651 = \$ 303 .72
#2:	hrs.	@ \$. = \$.
#3:	hrs.	@ \$. = \$.
#4:	hrs.	@ \$. = \$.

Vehicle #2)

Enforcement Officer	#1:8	hrs.	@	\$ 37.9651	=	\$ 303	.72
	#2:	hrs.	@	\$	=	\$	.
	#3:	hrs.	@	\$	=	\$	.
	#4:	hrs.	@	\$	=	\$	.

Date: December 22, 2002

Vehicle #1

Enforcement Officer	#1:8	hrs.	@	\$ 37.9651	=	\$ 303	.72
	#2:	hrs.	@	\$	=	\$	.
	#3:	hrs.	@	\$	=	\$	.
	#4:	hrs.	@	\$	=	\$	.

Vehicle #2)

Enforcement Officer	#1:8	hrs.	@	\$ 37.9651	=	\$ 303	.72
	#2:	hrs.	@	\$	=	\$	.
	#3:	hrs.	@	\$	=	\$	.
	#4:	hrs.	@	\$	=	\$	.

SOBRIETY CHECKPOINT

N/A

DATE: Hours: :00 m - :00 m

Enforcement Officer	#1:	hrs.	@	\$	=	\$	.
	#2:	hrs.	@	\$	=	\$	.
	#3:	hrs.	@	\$	=	\$	.
	#4:	hrs.	@	\$	=	\$	.
	#5:	hrs.	@	\$	=	\$	.
	#6:	hrs.	@	\$	=	\$	.
	#7:	hrs.	@	\$	=	\$	.

Date: December 31, 2002

Vehicle #1

Enforcement Officer	#1:10	hrs.	@	\$ 37.9651	=	\$ 379	.65
	#2:	hrs.	@	\$	=	\$	.
	#3:	hrs.	@	\$	=	\$	.
	#4:	hrs.	@	\$	=	\$	.

Vehicle #2)

Enforcement Officer	#1:10	hrs.	@	\$ 37.9651	=	\$ 379	.65
	#2:	hrs.	@	\$	=	\$	.
	#3:	hrs.	@	\$	=	\$	.
	#4:	hrs.	@	\$	=	\$	.

TOTAL ESTIMATED WAGES
[Sum total of worksheet(s)]

= \$ 11,085 .81

2. OVERTIME FRINGE BENEFIT RATE @ 3 .78 %.
Multiply this rate (if applicable)
times the TOTAL ESTIMATED WAGES (from
the above worksheet) to get the :

TOTAL ESTIMATED FRINGE BENEFITS = \$,419 .04

* If overtime fringe benefits are being
claimed, please have the municipality's
chief financial officer complete and
sign the FRINGE BENEFIT CERTIFICATION
STATEMENT (Last page of grant application).

Add the TOTAL ESTIMATED WAGES to the
TOTAL ESTIMATED FRINGE BENEFITS
(if applicable) to get the :

GRAND TOTAL = \$ 11,504 .85

Please round up the above GRAND TOTAL
amount to the next highest \$100.00
(i.e. \$1,842.11 to \$1900.00).

ROUND UP AMOUNT = \$ 11,600 .00



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 Transportation, Division of Highway Safety has made a grant available in the amount of \$5,800.00 for the 2002 Thanksgiving/Christmas/New Years Driving Under the Influence Enforcement Program; and

WHEREAS, an equal local cash match is required in order to reach the total cost of the program, which is \$11,600.00.

NOW, THEREFORE, BE IT RESOLVED THAT, Mayor Mark D. Boughton is hereby authorized to apply for said grant and to accept grant funds if approved, and Mayor Mark D. Boughton is authorized to sign all contracts necessary to effectuate the purposes of said grant. Any prior acts of the Mayor in applying for such grant funds are hereby ratified.



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DENA DIORIO
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: Dena Diorio, Director of Finance *Dena*
DATE: October 22, 2002
RE: **RESOLUTION – DRIVING UNDER THE INFLUENCE ENFORCEMENT GRANT**
CC: R. L. Paquette

Attached for your review is a resolution that allows the City of Danbury Police Department to apply for and accept grant funding from the State of Connecticut, Department of Transportation for the "Expanded Driving Under the Influence Enforcement Program". This grant in the amount of \$38,250 requires a local match of \$12,750. The funding for the local match is available in the Police Department Budget.

Attached is a copy of the budget received by this office 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.

DD/jgb

Attach.



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 Transportation, Division of Highway Safety has made a grant available in the amount of \$38,250.00 for the 2003 Expanded Driving Under the Influence Enforcement Program; and

WHEREAS, a 25% local cash match in the amount of \$12,750.00 is required in order to reach the total cost of the program, which is \$51,000.00.

NOW, THEREFORE, BE IT RESOLVED THAT, Mayor Mark D. Boughton is hereby authorized to apply for said grant and to accept grant funds if approved, and Mayor Mark D. Boughton is authorized to sign all contracts necessary to effectuate the purposes of said grant. Any prior acts of the Mayor in applying for such grant funds are hereby ratified.

Connecticut Division of Highway
REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS

PURPOSE

To provide potential Highway Safety Funding recipients with a comprehensive listing of regulations governing the administration of an approved highway safety project.

GENERAL REGULATIONS

1. The grant shall be administered by a governmental agency, either local or state, having authority and responsibility to conduct the project.
2. Grant expenditures must meet the following criteria:
 - A. Supplement rather than replace existing activities.
 - B. Be necessary and reasonable, and supported in the budget narrative.
 - C. Be eligible expenses under federal, state and local laws/regulations.
 - D. Conform to the federal common rule.
 - E. Be accorded consistent treatment through the application of generally accepted accounting principles.
 - F. Not be included as a cost of any other federally financed program.
 - G. Be net of all applicable credits.
 - H. Incur within an approved grant period.
 - I. Be adequately supported by source documentation.
 - J. Not result in a profit to the grantee.
3. All state agencies must have state budget authority to accept highway safety funds.
4. Only expenses contained within an approved grant budget may be claimed. Any deviations from the approved budget must have prior Division of Highway Safety (DHS) approval to be eligible for reimbursement. Back-up documentation (i.e. fully executed time distribution report) and proof of payment (i.e. cancelled checks) must accompany request for reimbursement.
5. All source documentation for incurred costs must be maintained for review purposes for a three-year period following the final reimbursement of the project.
6. All travel costs outside the state, extensive in-state trips, and conference registrations shall have prior written approval of DHS.

7. All agencies shall use purchasing practices and bid procedures that provide maximum open and free competition. In addition, positive efforts should be in effect to utilize small business and minority-owned business sources of supplies and services. The Minority Business Enterprise requirements of 49 C.F.R. Part 23 apply to this project.
8. The APPLICANT shall comply with the regulations of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21), issued in implementation of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 United States Code 2000d to 2000d-4. Further, the APPLICANT agrees and warrants that in the performance of this project, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, sexual orientation, or physical disability, including but not limited to blindness, unless it is shown to be that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States, or the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the APPLICANT as related to the provisions of this section. (Section 4-114a and 4a-60a of the Connecticut General Statutes, as revised.)
9. Purchases must be in accordance with normal state and/or agency and/or town procedures. Purchases must also be in accordance with the requirements set forth in the Procurement Standards (based on "OMB Circular A-102, Attachment O"), available upon request. Conformance with the "Buy America Act" (23 U.S.C. 101 Note and 41 U.S.C. 10a) is required.
10. It is a requirement that all applicants comply with the "Drug Free Workplace Act of 1988" (49 C.F.R. Part 29 Subpart F).
11. The Division of Highway Safety MUST be notified (in writing) within thirty (30) days of the receipt of any equipment. Information provided shall consist of: name, model, serial number, cost, date of delivery taken, and a brief description of each article purchased. After the expiration date of this project, all non-expendable equipment purchased under this project will continue to be used in a Highway Safety-related effort. The APPLICANT shall notify the Division of Highway Safety immediately if any equipment purchased under this project ceases to be used in the manner set forth in this project application. In such event, the APPLICANT agrees to refund the residual value of such equipment in an amount to be determined by the Division of Highway Safety, or to transfer or otherwise dispose of such equipment as directed by the Division of Highway Safety. **NO EQUIPMENT WILL BE CONVEYED, SOLD, SALVAGED, TRANSFERRED, OR OTHERWISE BE USED OTHER THAN EXPRESSLY DETAILED IN THIS APPLICATION WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE DIVISION OF HIGHWAY SAFETY.**
12. The APPLICANT shall maintain or cause to be maintained for its useful life, any equipment purchased under this project. Standard procedures governing the ownership, use, and disposition of equipment acquired under this project are covered in the Property Management Standards (based on "OMB Circular A-102, Attachment N").
13. Any contracts entered into as part of this project's performance must receive written approval PRIOR to contract award.
14. Should the APPLICANT agency be audited, and the responsible unit, department, etc. of the grant be included as part of such audit, a copy of that applicable section [of said audit] must be forwarded to the Division of Highway Safety.

ORIENTATION MEETING

First time approved applicants may be required to participate in an orientation meeting to discuss program requirements.

PROJECT PROGRESS REPORTS

Project Progress Reports shall be required of all highway safety projects. Failure to submit required reports will result in withholding of reimbursement and/or termination of the project.

MONITORING REVIEWS

DHS may conduct a monitoring review of your highway safety project. The purpose of this review is to determine adherence to stated project objectives, to review financial procedures, and to ensure compliance with federal regulations.

COST REIMBURSEMENT

1. Highway safety projects are funded on a cost reimbursement concept. An agency expends its own funds and then proceeds to claim reimbursement for the federal share of incurred project costs.
2. Requests for reimbursements will be made on a monthly or quarterly basis. Cost claims must be submitted to DHS on a minimum of a quarterly basis.
3. It is the responsibility of the project director to ensure that reimbursement requests are submitted on a timely basis.
4. ALL FINAL CLAIMS against this project, together with all supporting financial documentation, MUST be submitted to the Connecticut Division of Highway Safety no later than forty-five (45) days after the funding period ending date.

COST DOCUMENTATION

The accounting system and cost documentation presently in use by an agency is generally adequate for project purposes. If modification is necessary, DHS will notify you and assistance will be provided.

PROJECT TERMINATION

A project may be terminated if DHS concludes that the grantee is not in compliance with the conditions or provisions of a grant. DHS will extend an opportunity for the grantee to demonstrate compliance. Notification of termination will be in writing.

STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAY SAFETY

PROJECT NO. 0183-	
PROGRAM DESCRIPTION Alcohol	PROGRAM AREA 03-AL-164
DATE RECEIVED	DATE APPROVED

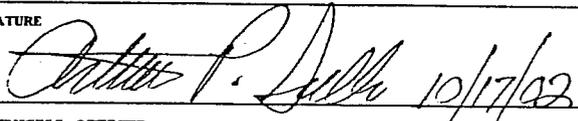
HIGHWAY SAFETY PROJECT APPLICATION

ACCEPTANCE—IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY IN ACCORDANCE WITH DHS POLICY. COPY OF POLICY OBTAINED UPON REQUEST.

1. PROJECT TITLE 2003 EXPANDED DUI ENFORCEMENT PROGRAM - CITY/TOWN OF:	
2. GOVERNMENTAL UNIT Danbury - City of Danbury	3. ADDRESS OF GOVERNMENTAL UNIT (W/ZIP CODE) 155 Deer Hill Ave., Danbury, CT 06810
4. APPLICANT Danbury Police Department	5. ADDRESS OF APPLICANT (W/ZIP CODE) 120 Main Street, Danbury, CT 06810
6. FEDERAL IDENTIFICATION NO. 06-600-1868	7. ANTICIPATED PROJECT START-UP DATE November 15, 2002

APPROVED PROJECT PERIOD (MO./DAY/YR.) FOR DHS USE ONLY

FROM: November 15, 2002	THROUGH: September 15, 2003
-------------------------	-----------------------------

A. PROJECT DIRECTOR		
1) NAME (FIRST, MIDDLE INITIAL, LAST) Arthur P. Sullo	2) TITLE Captain, Admin. Cmdr.	3) TELEPHONE NO. 203-4538
4) SIGNATURE 	5) ADDRESS AND ZIP CODE Danbury Police Department 120 Main Street, Danbury, CT 06810	

B. FINANCIAL OFFICER		
1) NAME (FIRST, MIDDLE INITIAL, LAST) Dena Diorio	2) TITLE Finance Director	3) TELEPHONE NO. 203-797-4652
4) SIGNATURE	5) ADDRESS AND ZIP CODE 155 Deer Hill Ave. Danbury, CT 06810	

C. AUTHORIZING OFFICIAL OF GOVERNMENTAL UNIT		
1) NAME (FIRST, MIDDLE INITIAL, LAST) Mark D. Boughton	2) TITLE Mayor, City of Danbury	3) TELEPHONE NO. 203-797-4511
4) SIGNATURE	5) ADDRESS AND ZIP CODE 155 Deer Hill Ave., Danbury, CT 06810	

D. APPROVAL-- (FOR DHS USE ONLY)		
RECOMMEND APPROVAL _____ RECOMMEND DENIAL _____	B. FISCAL REVIEW COMPLETED BY:	C. DATE
	D. PROGRAM REVIEW COMPLETE BY:	E. DATE
F. OBLIGATED FEDERAL FUNDS Y: 2003	G. NAME SUSAN C. MALONEY	H. TITLE Governor's Highway Safety Representative
	I. SIGNATURE	J. DATE

K. THIS ACTION: S
L. PREVIOUS: S
M. TOTAL: S

CITY OF DANBURY

2003 EXPANDED DUI ENFORCEMENT

PROJECT COST WORKSHEET

1. OVERTIME WAGES: (Only 1 officer allowed per vehicle at any one time).

Date of Detail	HOURS	HR.Rate	Detail Cost
11/15/2002	8	\$ 37.9651	\$ 303.72
11/15/2002	8	\$ 37.9651	\$ 303.72
11/16/2002	8	\$ 37.9651	\$ 303.72
11/16/2002	8	\$ 37.9651	\$ 303.72
11/22/2002	8	\$ 37.9651	\$ 303.72
11/22/2002	8	\$ 37.9651	\$ 303.72
11/23/2002	8	\$ 37.9651	\$ 303.72
11/23/2002	8	\$ 37.9651	\$ 303.72
12/27/2002	8	\$ 37.9651	\$ 303.72
12/27/2002	8	\$ 37.9651	\$ 303.72
12/28/2002	8	\$ 37.9651	\$ 303.72
12/28/2002	8	\$ 37.9651	\$ 303.72
12/29/2002	8	\$ 37.9651	\$ 303.72
12/29/2002	8	\$ 37.9651	\$ 303.72
1/3/2003	8	\$ 37.9651	\$ 303.72
1/3/2003	8	\$ 37.9651	\$ 303.72
1/4/2003	8	\$ 37.9651	\$ 303.72
1/4/2003	8	\$ 37.9651	\$ 303.72
1/10/2003	8	\$ 37.9651	\$ 303.72
1/10/2003	8	\$ 37.9651	\$ 303.72
1/11/2003	8	\$ 37.9651	\$ 303.72
1/11/2003	8	\$ 37.9651	\$ 303.72
1/17/2003	8	\$ 37.9651	\$ 303.72
1/17/2003	8	\$ 37.9651	\$ 303.72
1/18/2003	8	\$ 37.9651	\$ 303.72
1/18/2003	8	\$ 37.9651	\$ 303.72
1/24/2003	8	\$ 37.9651	\$ 303.72
1/24/2003	8	\$ 37.9651	\$ 303.72

1/25/2003	8	\$ 37.9651	\$ 303.72
1/25/2003	8	\$ 37.9651	\$ 303.72
1/31/2003	8	\$ 37.9651	\$ 303.72
1/31/2003	8	\$ 37.9651	\$ 303.72
2/1/2003	8	\$ 37.9651	\$ 303.72
2/1/2003	8	\$ 37.9651	\$ 303.72
2/7/2003	8	\$ 37.9651	\$ 303.72
2/7/2003	8	\$ 37.9651	\$ 303.72
2/8/2003	8	\$ 37.9651	\$ 303.72
2/8/2003	8	\$ 37.9651	\$ 303.72
2/14/2003	8	\$ 37.9651	\$ 303.72
2/14/2003	8	\$ 37.9651	\$ 303.72
2/15/2003	8	\$ 37.9651	\$ 303.72
2/15/2003	8	\$ 37.9651	\$ 303.72
2/21/2003	8	\$ 37.9651	\$ 303.72
2/21/2003	8	\$ 37.9651	\$ 303.72
2/22/2003	8	\$ 37.9651	\$ 303.72
2/22/2003	8	\$ 37.9651	\$ 303.72
2/28/2003	8	\$ 37.9651	\$ 303.72
2/28/2003	8	\$ 37.9651	\$ 303.72
3/1/2003	8	\$ 37.9651	\$ 303.72
3/1/2003	8	\$ 37.9651	\$ 303.72
3/7/2003	8	\$ 37.9651	\$ 303.72
3/7/2003	8	\$ 37.9651	\$ 303.72
3/8/2003	8	\$ 37.9651	\$ 303.72
3/8/2003	8	\$ 37.9651	\$ 303.72
3/14/2003	8	\$ 37.9651	\$ 303.72
3/15/2003	8	\$ 37.9651	\$ 303.72
3/15/2003	8	\$ 37.9651	\$ 303.72
3/15/2003	8	\$ 37.9651	\$ 303.72
3/15/2003	8	\$ 37.9651	\$ 303.72
3/16/2003	8	\$ 37.9651	\$ 303.72
3/16/2003	8	\$ 37.9651	\$ 303.72
3/17/2003	8	\$ 37.9651	\$ 303.72
3/17/2003	8	\$ 37.9651	\$ 303.72

3/21/2003	8	\$ 37.9651	\$ 303.72
3/21/2003	8	\$ 37.9651	\$ 303.72
3/22/2003	8	\$ 37.9651	\$ 303.72
3/22/2003	8	\$ 37.9651	\$ 303.72
3/28/2003	8	\$ 37.9651	\$ 303.72
3/28/2003	8	\$ 37.9651	\$ 303.72
3/29/2003	8	\$ 37.9651	\$ 303.72
3/29/2003	8	\$ 37.9651	\$ 303.72
4/4/2003	8	\$ 37.9651	\$ 303.72
4/4/2003	8	\$ 37.9651	\$ 303.72
4/5/2003	8	\$ 37.9651	\$ 303.72
4/5/2003	8	\$ 37.9651	\$ 303.72
4/11/2003	8	\$ 37.9651	\$ 303.72
4/11/2003	8	\$ 37.9651	\$ 303.72
4/12/2003	8	\$ 37.9651	\$ 303.72
4/12/2003	8	\$ 37.9651	\$ 303.72
4/18/2003	8	\$ 37.9651	\$ 303.72
4/18/2003	8	\$ 37.9651	\$ 303.72
4/19/2003	8	\$ 37.9651	\$ 303.72
4/19/2003	8	\$ 37.9651	\$ 303.72
4/25/2003	8	\$ 37.9651	\$ 303.72
4/25/2003	8	\$ 37.9651	\$ 303.72
4/26/2003	8	\$ 37.9651	\$ 303.72
4/26/2003	8	\$ 37.9651	\$ 303.72
5/2/2003	8	\$ 37.9651	\$ 303.72
5/2/2003	8	\$ 37.9651	\$ 303.72
5/3/2003	8	\$ 37.9651	\$ 303.72
5/3/2003	8	\$ 37.9651	\$ 303.72
5/9/2003	8	\$ 37.9651	\$ 303.72
5/9/2003	8	\$ 37.9651	\$ 303.72
5/10/2003	8	\$ 37.9651	\$ 303.72
5/10/2003	8	\$ 37.9651	\$ 303.72
5/16/2002	8	\$ 37.9651	\$ 303.72
5/16/2003	8	\$ 37.9651	\$ 303.72

5/17/2003	8	\$ 37.9651	\$ 303.72
5/17/2003	8	\$ 37.9651	\$ 303.72
5/30/2003	8	\$ 37.9651	\$ 303.72
5/30/2003	8	\$ 37.9651	\$ 303.72
5/31/2003	8	\$ 37.9651	\$ 303.72
5/31/2003	8	\$ 37.9651	\$ 303.72
6/6/2003	8	\$ 37.9651	\$ 303.72
6/6/2003	8	\$ 37.9651	\$ 303.72
6/7/2003	8	\$ 37.9651	\$ 303.72
6/7/2003	8	\$ 37.9651	\$ 303.72
6/13/2003	8	\$ 37.9651	\$ 303.72
6/13/2003	8	\$ 37.9651	\$ 303.72
6/14/2003	8	\$ 37.9651	\$ 303.72
6/14/2003	8	\$ 37.9651	\$ 303.72
6/20/2003	8	\$ 37.9651	\$ 303.72
6/20/2003	8	\$ 37.9651	\$ 303.73
6/21/2003	8	\$ 37.9651	\$ 303.72
6/21/2003	8	\$ 37.9651	\$ 303.72
6/27/2003	8	\$ 37.9651	\$ 303.72
6/27/2003	8	\$ 37.9651	\$ 303.72
6/28/2003	8	\$ 37.9651	\$ 303.72
6/28/2003	8	\$ 37.9651	\$ 303.72
7/11/2003	8	\$ 37.9651	\$ 303.72
7/11/2003	8	\$ 37.9651	\$ 303.72
7/12/2003	8	\$ 37.9651	\$ 303.72
7/12/2003	8	\$ 37.9651	\$ 303.72
7/18/2003	8	\$ 37.9651	\$ 303.72
7/18/2003	8	\$ 37.9651	\$ 303.72
7/19/2003	8	\$ 37.9651	\$ 303.72
7/19/2003	8	\$ 37.9651	\$ 303.72
7/25/2003	8	\$ 37.9651	\$ 303.72
7/25/2003	8	\$ 37.9651	\$ 303.72
7/26.2003	8	\$ 37.9651	\$ 303.72
7/26/2003	8	\$ 37.9651	\$ 303.72

8/1/2003	8	\$ 37.9651	\$ 303.72
8/1/2003	8	\$ 37.9651	\$ 303.72
8/2/2003	8	\$ 37.9651	\$ 303.72
8/2/2003	8	\$ 37.9651	\$ 303.72
8/8/2003	8	\$ 37.9651	\$ 303.72
8/8/2003	8	\$ 37.9651	\$ 303.72
8/9/2003	8	\$ 37.9651	\$ 303.72
8/9/2003	8	\$ 37.9651	\$ 303.72
8/15/2003	8	\$ 37.9651	\$ 303.72
8/15/2003	8	\$ 37.9651	\$ 303.72
8/16/2003	8	\$ 37.9651	\$ 303.72
8/16/2003	8	\$ 37.9651	\$ 303.72
8/22/2003	8	\$ 37.9651	\$ 303.72
8/22/2003	8	\$ 37.9651	\$ 303.72
8/23/2003	8	\$ 37.9651	\$ 303.72
8/23/2003	8	\$ 37.9651	\$ 303.72
8/29/2003	8	\$ 37.9651	\$ 303.72
8/29/2003	8	\$ 37.9651	\$ 303.72
8/30/2003	8	\$ 37.9651	\$ 303.72
8/30/2003	8	\$ 37.9651	\$ 303.72
8/31/2003	8	\$ 37.9651	\$ 303.72
8/31/2003	8	\$ 37.9651	\$ 303.72
9/1/2003	8	\$ 37.9651	\$ 303.72
9/1/2003	8	\$ 37.9651	\$ 303.72
9/5/2003	8	\$ 37.9651	\$ 303.72
9/5/2003	8	\$ 37.9651	\$ 303.72
9/6/2003	8	\$ 37.9651	\$ 303.72
9/6/2003	8	\$ 37.9651	\$ 303.72
9/12/2003	8	\$ 37.9651	\$ 303.72
9/12/2003	8	\$ 37.9651	\$ 303.72
9/13/2003	8	\$ 37.9651	\$ 303.72
9/13/2003	8	\$ 37.9651	\$ 303.72

Total HRS
1296

Total Salaries
\$49,202.65

Fringe @ 3.78% Total Salaries

\$ 1,859.86

	\$51,062.51
rounded for state budgetary purposes:	\$51,100.00

Source of Funds

Federal Funds	75%	\$38,250.00
Danbury Local Funds	25%	<u>\$12,750.00</u>
Total Projected Grant cost:		\$51,000.00

TOTAL ESTIMATED WAGES
[Sum total of worksheet(s)]

= \$ 49 , 202 .65

2. OVERTIME FRINGE BENEFIT RATE @3 .78%.

Multiply this rate (if applicable)
times the TOTAL ESTIMATED WAGES (from
the above worksheet) to get the :

TOTAL ESTIMATED FRINGE BENEFITS = \$ 1 , 859 .86

* If overtime fringe benefits are being
claimed, please have the municipality's
chief financial officer complete and
sign the FRINGE BENEFIT CERTIFICATION
STATEMENT (Last page of grant application).

Add the TOTAL ESTIMATED WAGES to the
TOTAL ESTIMATED FRINGE BENEFITS
(if applicable) to get the :

GRAND TOTAL = \$ 51,062 .51

Please round up the above GRAND TOTAL
amount to the next highest \$100.00
(i.e. \$1,842.11 to \$1900.00).

ROUND UP AMOUNT = \$ 51,100 .00

PROJECT TITLE	APPLICANT
2003 EXPANDED DUI ENFORCEMENT PROGRAM	Danbury Police Department

9. STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION

In the United States during 2000, 16,653 or 40% of all traffic fatalities were alcohol related. This compares with 49.2% in 1989, 50.2% in 1988 and 57.2% in 1982. This downward trend is the result of a number of factors: legislation, public information and education, selective law enforcement, etc. National statistics also reveal a consistent day of week and time of day occurrence trend. Almost 60% of all such crashes occurred from Friday at 6:00pm to Monday at 6:00am.

Connecticut trends are similar. During 2000, 146 out of 343 traffic fatalities (43%) were alcohol related. This compares with 203 in 1989, 234 in 1988, and 292 in 1982. Day of the week and time of day analysis reveals trends similar to national data.

About 3 in every 10 Americans will be involved in an alcohol-related crash at some time in their lives.

10. OBJECTIVES

--To increase enforcement and media relations related to operating a motor vehicle while under the influence of intoxicating liquor and or drugs during the grant period.

--To reduce both the number of DUI-related motor vehicle crashes which occur during the period and the number of people killed and injured in such crashes.

1. ACTIVITIES AND PROCEDURES

Since 1990, the Division of Highway Safety has co-funded DUI overtime enforcement programs with state and local police agencies during the holiday periods. These efforts are designed to increase police presence above and beyond normal patrols in order to address the increased incidence of drinking and driving in and around these periods. The program continues to this day and has been highly successful. This program is being offered on an expanded year-round basis in order to address various circumstances in which increased drinking and driving is expected to take place. In the course of discussion with police agencies, it is evident that the incidence of impaired driving increases at certain times of the year other than holiday periods; for example, shoreline towns in the summer months have dramatic increases in population, and therefore increases in impaired driving. Events such as summer festivals, country fairs, music concerts, sporting events, etc. all represent a potential for a higher incidence of impaired driving. Cities and towns will be asked to submit a project cost worksheet (included with the grant application) for the grant period* indicating the number and type of deployments (roving patrol or checkpoint) and estimated number and cost of man-hours. The total of overtime wages plus fringe benefits (if applicable), are entered in sections 12 and 14 of the highway safety grant application. (SEE PROJECT APPLICATION INSTRUCTIONS)

Enforcement techniques to be employed include extra DUI patrol activities, and may include field sobriety checkpoints. Note: For DUI patrol activities, the number of enforcement officers allowed per vehicle at any one time is one, however, daily shifts may be split by more than one officer. It is recommended that all officers assigned to DUI enforcement activities be trained in DUI law enforcement techniques.

NOTE: The grant period is initiated by the date of grant approval, and runs until September 30, 2003. The operation of this selective enforcement program shall be above and beyond the normal/special patrol activities scheduled.

PROJECT TITLE	APPLICANT
2003 EXPANDED DUI ENFORCEMENT PROGRAM	Danbury Police Department

12. BUDGET DETAIL

PLEASE COMPLETE PROJECT COST WORKSHEET(S) PRIOR TO COMPLETING THIS PAGE.

(A)	PERSONNEL SERVICES	\$51,000.00
	Overtime wages plus fringe benefits	
(B)	CONTRACTUAL SERVICES	0.00
(C)	OPERATING COSTS	0.00
(D)	EQUIPMENT	0.00
(E)	INDIRECT COSTS	0.00
(F)	T O T A L	\$51,000.00

The Applicant understands that it benefits from the administration of this project by the Department of Transportation's Division of Highway Safety (DHS) and agrees that the costs incurred by DHS related to such administration will be credited towards the federal requirement that a minimum of 40% of a State's annual highway safety funding be provided for the benefit of its local political subdivisions.

PROJECT TITLE	APPLICANT
2003 EXPANDED DUI ENFORCEMENT PROGRAM	Danbury Police Department

3. PROJECT EVALUATION AND MILESTONES

An administrative evaluation of this project will be conducted which will consider:

- (a) Schedule/number of DUI overtime hours;
- (b) Total number of DUI citations issued;
- (c) Total number of other motor vehicle citations issued.

An effectiveness evaluation will be conducted which will measure:

- (a) The change in the number of persons killed in motor vehicle crashes in which drugs or alcohol was identified as a contributing factor, which occurred during project dates/times vs. base period.
- (b) The change in the number of persons injured in motor vehicle crashes in which alcohol or drugs was a contributing factor which occurred during project dates/times vs. base period.
- (c) The change in the number of motor vehicle crashes in which alcohol or drugs was identified as a contributing factor which occurred during project dates/times vs. base period.

PROJECT TITLE	APPLICANT
2003 EXPANDED DUI ENFORCEMENT PROGRAM	Danbury Police Department

14. BUDGET SUMMARY

COST CATEGORY	Amount	SOURCE OF FUNDS	TOTAL
PERSONNEL SERVICES	\$	FEDERAL FUNDS 75%	\$ 38,250.00
CONTRACTUAL SERVICES	\$ XXXXXXXXX	NON-FEDERAL 25%	\$ 12,750.00
OPERATING COSTS	\$ XXXXXXXXX	TOTAL FUNDS	\$ 51,000.00
EQUIPMENT	\$ XXXXXXXXX		
INDIRECT COSTS	\$ XXXXXXXXX		
TOTAL BUDGETED	\$		

BUDGET SUMMARY APPROVAL (DHS USE ONLY)

COST CATEGORY	AMOUNT	SOURCE OF FUNDS	TOTAL
PERSONNEL SERVICES	\$	FEDERAL FUNDS 75%	\$
CONTRACTUALSERVICES	\$ XXXXXXXXX	NON-FEDERAL 25%	\$
OPERATING COSTS	\$ XXXXXXXXX	TOTAL FUNDS	\$
EQUIPMENT	\$ XXXXXXXXX		
INDIRECT COSTS	\$ XXXXXXXXX		
TOTAL APPROVED	\$		

TOWN/CITY OF: Danbury

FRINGE BENEFIT CERTIFICATION STATEMENT

I hearby certify that the fringe benefit rate of 3.78 % is the rate authorized by the Town/City of Danbury For application against all OVERTIME hours worked by the sworn police agency personnel for the following time period: From 11/15/2002 To 9/15/2003
(Date) (Date)

The category/percentage breakdown of this rate is as follows:

<u>Cost Category</u>	<u>Percentage</u>
1. <u>Workmans Comp. net %</u>	<u>3.78</u> %
2. _____	_____ %
3. _____	_____ %
4. _____	_____ %
5. _____	_____ %
6. _____	_____ %
7. _____	_____ %
8. _____	_____ %
TOTAL OVERTIME FRINGE RATE	<u>3.78</u> %

I further certify that this statement is correct in all respects and that the OVERTIME fringe benefit rate identified above accurately represents the OVERTIME fringe benefit costs to the municipality for the individuals employed under this project.

TOWN/CITY'S CHIEF FINANCIAL OFFICER

Name: Dena Diorio

Title: Finance Director

Ink Signature: _____



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone: (860) 594-2370

September 26, 2002

Dear Chief/Resident Trooper:

Subject: "Expanded DUI Enforcement Program"

The Connecticut Department of Transportation's Division of Highway Safety is pleased to announce the availability of federal highway safety funds this year to support driving under the influence (DUI) law enforcement efforts on an "expanded" basis. Funds will be provided to police agencies under the Federal Highway Safety Program on a reimbursable basis for 75% of allowable operational expenses. Eligible costs for this activity include overtime wages, and overtime fringe benefits for police officers.

This program is designed for DUI enforcement operations to be conducted above and beyond routine patrol, throughout FY 2003. This grant program is separate from the traditional holiday DUI enforcement program conducted for Memorial Day/July 4th, and Thanksgiving/Christmas/New Year. When planning program operations, please do not include these holiday periods in your enforcement schedules.

If you wish to participate in this Expanded DUI Enforcement Program, please complete and sign the enclosed Highway Safety Project Application and return it to the Division of Highway Safety. A project application instruction sheet has been included to assist you.

Please return to:

Susan C. Maloney
Highway Safety Program Director
Connecticut Department of Transportation
Division of Highway Safety
P.O. Box 317546
Newington, CT 06131-7546

Determination/notification of project approval will be made approximately within two weeks of submittal.

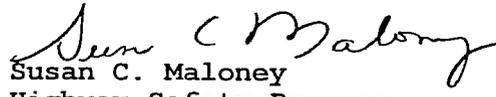
Please note the financial nature of the Federal Highway Safety Program. As a reimbursable federal program, all initial allowable expenses must be provided by your municipality/agency. Upon the conclusion of the enforcement program, an itemized claim form (to be provided with the project approval notification) must be submitted, with required documentation, to the Division of Highway Safety by September 30, 2003.

Upon receipt, this claim will be processed and a reimbursement of 75% of the allowable costs stipulated in the project approval will be made to the payee named on the claim.

Required documentation will include a project Cost Summary Sheet, Highway Safety Program Time Sheets for each officer for each shift, and a program Data Summary Sheet. These forms will be provided to you with your notification of project approval. In addition, you are requested to submit photocopies of any local or regional newsclippings that publicized your enforcement efforts.

If you have any questions or require any additional information, please contact Richard Squeglia of the Division of Highway Safety at (860) 594-2367.

Very truly yours,


Susan C. Maloney
Highway Safety Program
Director

Enclosure

CONNECTICUT HIGHWAY SAFETY PROGRAM
PROJECT APPLICATION INSTRUCTION SHEET

FOR
"2003 EXPANDED DUI ENFORCEMENT PROGRAM "

Please complete the following sections of the attached HIGHWAY SAFETY PROJECT APPLICATION form and return to the Division of Highway Safety at the following address:

Department of Transportation
Division of Highway Safety - Unit 1021
P.O. Box 317546
2800 Berlin Turnpike
Newington, CT 06131-7546

PAGE 1:

1. PROJECT TITLE: 2003 Expanded DUI Enforcement Program-Town /City of: (Name of Town/City submitting application).
2. GOVERNMENTAL UNIT: Enter the name of political jurisdiction responsible for the overall administration of the project (state agency, municipality).
3. ADDRESS OF GOVERNMENTAL UNIT: Enter the complete address of the governmental unit including zip code.
4. APPLICANT: Enter the organizational unit responsible for the administration of the project (Name of police agency).
5. ADDRESS OF APPLICANT: Enter the complete address of the applicant including zip code.
6. FEDERAL IDENTIFICATION NUMBER: Enter the nine digit number assigned by the U.S. Department of Treasury, Internal Revenue Service, for tax reporting purposes.
7. ANTICIPATED GRANT START-UP DATE: Leave this section blank.

8. AUTHORIZING SIGNATURES:

A. PROJECT DIRECTOR

Enter the full NAME, TITLE, ADDRESS, and TELEPHONE NUMBER of the person responsible for the overall administration of the project.

B. FINANCIAL OFFICER

Enter the full NAME, TITLE, ADDRESS, and TELEPHONE NUMBER of the person responsible for the overall fiscal administration of the project.

C. AUTHORIZING OFFICIAL OF GOVERNMENTAL UNIT

Enter the full NAME, TITLE, ADDRESS, and TELEPHONE NUMBER of the chief executive officer of the political subdivision (mayor, chief of police, university official, or state agency head).

The Authorizing Official, by his or her signature, assures that all Equal Employment Opportunity requirements will be met in carrying out the project.

NOTE: SIGNATURES - submit application form with original signatures; xeroxed form will not be accepted.

11. ACTIVITIES & PROCEDURES: Please submit attached Project Cost Worksheet** for the grant period indicating the number and type (roving patrol or checkpoint) of deployments and estimated number of personnel hours. Estimate the total of overtime wages plus fringe benefits (if applicable), and enter in sections 12 and 14 of the highway safety grant application. (SEE INSTRUCTIONS BELOW).

You are encouraged to publicize this enforcement effort in your local area at least once during each enforcement period. It is suggested that you contact adjacent police agencies to coordinate/conduct a regional media campaign. **SOBRIETY CHECKPOINTS MUST BE PUBLICIZED.**

Daily Activity Reports and Data Summary Sheets will be supplied with each approved highway safety application. These forms summarize enforcement activity for the holiday period. They must be completed by the project

director and returned to the Division of Highway Safety along with expense claims.

Claims for reimbursement under this project must be submitted on State of Connecticut form CLA-3 (Vendor's Invoice) together with supporting documentation. The CLA-3 will be provided, together with detailed completion instructions, with each approved highway safety application.

12. BUDGET DETAIL :

Use your Project Cost Worksheet to complete this section.

(A) PERSONAL SERVICES : Transfer amount of estimated overtime wages and fringe benefits.

(F) TOTAL : Bring down amount from (A)

14. BUDGET SUMMARY :

(cost category)

PERSONAL SERVICES & TOTAL BUDGETED :
Transfer total from section #12
(BUDGET DETAIL)

(source of funds)

FEDERAL FUNDS : 75% of TOTAL BUDGETED
NON-FEDERAL : 25% of TOTAL BUDGETED

FRINGE BENEFIT
CERTIFICATION STATEMENT :

If overtime fringe benefits are being claimed, please have the municipality's chief financial officer complete and sign the FRINGE BENEFIT CERTIFICATION STATEMENT (Last page of grant application).

****IMPORTANT: THE EXPANDED DUI ENFORCEMENT IS A NON-HOLIDAY PROGRAM. PLEASE DO NOT INCLUDE HOLIDAY PERIODS IN YOUR SCHEDULING.**



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 Transportation, Division of Highway Safety has made a grant available in the amount of \$38,250.00 for the 2003 Expanded Driving Under the Influence Enforcement Program; and

WHEREAS, a 25% local cash match in the amount of \$12,750.00 is required in order to reach the total cost of the program, which is \$51,000.00.

NOW, THEREFORE, BE IT RESOLVED THAT, Mayor Mark D. Boughton is hereby authorized to apply for said grant and to accept grant funds if approved, and Mayor Mark D. Boughton is authorized to sign all contracts necessary to effectuate the purposes of said grant. Any prior acts of the Mayor in applying for such grant funds are hereby ratified.



7

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
OFFICE OF THE CORPORATION COUNSEL

(203) 797-4518
(203) 796-8043 FAX

October 21, 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: Lease/Purchase of Municipal Vehicles
Re-authorization of Agreement

Dear Mayor and Council:

At your September meeting, you approved a Resolution authorizing the lease/purchase of a Pierce Saber Pumper for the Fire Department. More recently, an award was made (by the Danbury Board of Awards) for the lease/purchase of five (5) additional vehicles for the Fire Department {(four (4) 2003 Ford Taurus's and one (1) F250 truck)}. Subsequent to the award, it was determined that it is in the City's best interests, both practically and financially, due to savings in interest costs, to roll the newer award into the financing package for the Saber Pumper. The financing arm (Municipal Services Group, Inc.) of the original agreement lessor has agreed to "blend" the financing for the five (5) new vehicles into the re-payment schedule for the Pumper. This would permit paydown within the first five (5) years of the amended payment schedule, while the Pumper would continue to be paid off for an additional five (5) years (due to its higher cost).

The total cost of the five (5) new vehicles is \$85,411.00, and with interest over five (5) years is \$93,158.60 (this latter figure is worked into the five (5) year schedule already existing for the Pumper).

Kindly review and approve the attached amended Resolution in order that lease/purchase agreement may be amended to reflect this change.

If you have any questions, please do not hesitate to call us.

Very truly yours,

Laszlo L. Pinter,
Assistant Corporation Counsel

Attachments

cc: Dena Diorio, Finance Director
Chick Volpe, Purchasing Agent
Pete Siecienski, Fire Chief

Llp/newvehicles





RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

Re: AMENDED RESOLUTION
2003 Pierce Saber Pumper Truck/Ford F250 Truck/Four (4) Ford Taurus LX Vehicles

Amount to be financed: \$437,474.20

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 is authorized to acquire, dispose of and encumber 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.

WHEREAS, the City of Danbury Common Council hereby finds and determines that the execution of one or more lease purchase agreements ("Equipment Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Equipment Leases is appropriate and necessary to the functions and operations of the City of Danbury Fire Department.

WHEREAS, Municipal Services Group, Inc. ("Lessor") shall act as Lessor under said Equipment Leases.

NOW, THEREFORE, be it resolved that:

Section 1. Mark D. Boughton as Mayor 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. Mayor Mark D. Boughton 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.

Section 2. By a written instrument signed by Mayor Mark D. Boughton, said Mayor may designate specifically identified officers or employees of the City of Danbury to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the City of Danbury.

Section 3. The aggregate original principal amount of the Equipment Leases shall not exceed the amount stated above and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the City of Danbury and set forth herein.

Section 4. The City of Danbury's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Common Council as set forth in each Equipment Lease and the obligations of the City of Danbury under the Equipment Leases shall not constitute a general obligation of the City of Danbury or indebtedness under the Constitution or laws of the State.

Section 5. This resolution shall take effect immediately upon its adoption and approval.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

Re: **AMENDED RESOLUTION**
2003 Pierce Saber Pumper Truck/Ford F250 Truck/Four (4) Ford Taurus LX Vehicles

Amount to be financed: \$437,474.20

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 is authorized to acquire, dispose of and encumber 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.

WHEREAS, the City of Danbury Common Council hereby finds and determines that the execution of one or more lease purchase agreements ("Equipment Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Equipment Leases is appropriate and necessary to the functions and operations of the City of Danbury Fire Department.

WHEREAS, Municipal Services Group, Inc. ("Lessor") shall act as Lessor under said Equipment Leases.

NOW, THEREFORE, be it resolved that:

Section 1. Mark D. Boughton as Mayor 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. Mayor Mark D. Boughton 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.

Section 2. By a written instrument signed by Mayor Mark D. Boughton, said Mayor may designate specifically identified officers or employees of the City of Danbury to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the City of Danbury.

Section 3. The aggregate original principal amount of the Equipment Leases shall not exceed the amount stated above and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the City of Danbury and set forth herein.

Section 4. The City of Danbury's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Common Council as set forth in each Equipment Lease and the obligations of the City of Danbury under the Equipment Leases shall not constitute a general obligation of the City of Danbury or indebtedness under the Constitution or laws of the State.

Section 5. This resolution shall take effect immediately upon its adoption and approval.



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CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

OFFICE OF THE TAX COLLECTOR
(203) 797-4541
FAX: (203) 796-1547

CATHERINE A. SKURAT, C.C.M.C.
TAX COLLECTOR

October 31, 2002

Honorable Mark D. Boughton, Mayor
Honorable Members of the Common Council
City of Danbury, Connecticut

Re: Assignment of Real Property Tax Liens

Dear Mayor and Council Members:

Over the past several months, American Tax Funding, LLC ("ATF") has obtained the assignment of various tax liens from the city. As you know, beginning in July of 1997 and periodically since then, the Common Council has authorized the assignment of real property tax liens and these assignments have returned several million dollars in delinquent real property taxes to the city. At this time, ATF is prepared to accept an assignment of a new list of tax liens on the grand lists of 1998, 1999, 2000 and 2001. In addition, ATF has expressed a willingness to accept the assignment of various water and sewer liens relating to unpaid use charges incurred by the owners of properties that are subject to tax liens already assigned to ATF.

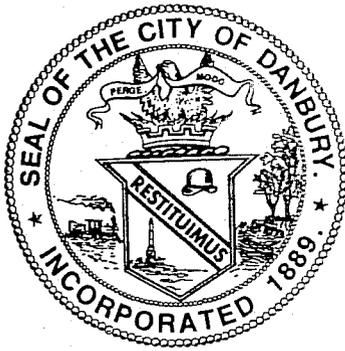
As Tax Collector, I recommend this assignment of water, sewer and tax liens to ATF. Given the success of the previous assignments, it is my recommendation that the Common Council consider the adoption of the attached resolution permitting the assignment of this next grouping of liens having a total value of \$851,031.02 (\$745,686.87 for taxes and \$105,344.15 for utilities), as of October 31, 2002. This dollar amount reflects interest due through November 30, 2002 and is subject to change if payments are made.

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

Sincerely,

Catherine A. Skurat, CCMC
Tax Collector

Cc: Eric L. Gottschalk, Corporation Counsel
Dena Diorio, Director of Finance



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, Connecticut General Statutes §12-195h authorizes any municipality to assign, for consideration, any and all liens filed by the tax collector to secure unpaid taxes on real property; and,

WHEREAS, Connecticut General Statutes §7-239 and §7-258 authorize any municipality to assign, for consideration any and all liens filed by the tax collector to secure unpaid water and sewer use charges, respectively; and,

WHEREAS, the City of Danbury previously assigned certain real estate tax liens to American Tax Funding, LLC ("ATF"); and,

WHEREAS, the assignment of additional tax liens on the grand lists of October 1, 1998, October 1, 1999, October 1, 2000 and October 1, 2001, to ATF, with Foothill Capital Corporation as a secured party, would further reduce the administrative burden upon the Danbury Tax Collector for the benefit of the City; and,

WHEREAS, the assignment of certain water and sewer liens, with Foothill Capital Corporation as a secured party, relating to the same properties covered by the tax liens previously assigned to ATF, would further reduce the administrative burden upon the Danbury Tax Collector for the benefit of the City; and,

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 accomplish the assignment to ATF, with Foothill Capital Corporation as a secured party, of additional liens filed by the tax collector to secure unpaid taxes on real property appearing on the grand lists of October 1, 1998, October 1, 1999, October 1, 2000 and October 1, 2001 and having a value of \$745,686.87 (less any amounts paid on or after October 31, 2002) as well as the assignment of certain water and sewer liens having a value of \$105,344.15 (less any amounts paid on or after October 31, 2002) and that Mayor Boughton be and hereby is further authorized to execute any agreements or amendments thereto as may be required to accomplish the purposes hereof.

YR	LIST	TAXPAYER	ADDRESS	LOT NO.	TAX	INT NOV.02	LIEN	FEE	PAYUP
98	102969	CAPONERA, CAROLE A.	FERGONE RD	B05008	657.49	297.44	24.00		978.93
99	671	CAPONERA, CAROLE A.	FERGONE RD	B05008	825.56	303.39	24.00		1152.95
00	671	CAPONERA, CAROLE A.	FERGONE RD	B05008	865.08	162.21	24.00		1051.29
01	671	CAPONERA, CAROLE A.	FERGONE RD	B05008	898.56	23.59	24.00		946.15
				B05008 Total	3246.69	786.63	96.00	0.00	4129.32
00	781	JOYCE, HAZEL K.	KING ST	B06002	2587.95	427.02	24.00		3038.97
01	781	JOYCE, HAZEL K.	KING ST	B06002	3584.08	94.08	24.00		3702.16
				B06002 Total	6172.03	521.10	48.00	0.00	6741.13
00	2361	MARKOWITZ, EDWARD & BARBARA	10 TIMBER CREST DR	B10007	1509.64	181.15	24.00		1714.79
01	2361	MARKOWITZ, EDWARD & BARBARA	10 TIMBER CREST DR	B10007	6272.16	164.64	24.00		6460.80
				B10007 Total	7781.8	345.79	48.00	0.00	8175.59
00	15051	PERKINS, WILBERT C.	17 CHEROKEE DR	D06089	828.63	99.44	24.00		952.07
01	15051	PERKINS, WILBERT C.	17 CHEROKEE DR	D06089	3442.76	90.37	24.00		3557.13
				D06089 Total	4271.39	189.81	48.00	0.00	4509.20
99	16811	THOMAS, HELENE M.	JUDITH DR	D08082	204.08	75.00	24.00		303.08
00	16811	THOMAS, HELENE M.	JUDITH DR	D08082	213.84	40.09	24.00		277.93
01	16811	THOMAS, HELENE M.	JUDITH DR	D08082	222.12	5.83	24.00		251.95
				D08082 Total	640.04	120.92	72.00	0.00	832.96
00	19101	BLAIOTTA, PATRICIA J.	23 CENTENNIAL DR	D10097	4366.11	445.02	24.00		4835.13
01	19101	BLAIOTTA, PATRICIA J.	23 CENTENNIAL DR	D10097	12675.56	332.73	24.00		13032.29
				D10097 Total	17041.67	777.75	48.00	0.00	17867.42
00	28981	McCARTHY, DEBORAH	1 CEL BRET DR	D19015	1649.98	235.12	24.00		1909.10
01	28981	McCARTHY, DEBORAH	1 CEL BRET DR	D19015	3427.60	89.97	24.00		3541.57
				D19015 Total	5077.58	325.09	48.00	0.00	5450.67
00	30331	WARD, EDWARD & SUSAN	33 E. LAKE RD	E06030	3019.92	499.39	24.00		3543.31
01	30331	WARD, EDWARD & SUSAN	33 E. LAKE RD	E06030	4157.04	109.13	24.00		4290.17
				E06030 Total	7176.96	608.52	48.00	0.00	7833.48
00	32731	BOGUES, KENNETH L. & KRISTIN M.	27 BOYCE RD	E09021	1047.33	125.68	24.00		1197.01
01	32731	BOGUES, KENNETH L. & KRISTIN M.	27 BOYCE RD	E09021	4351.40	114.22	24.00		4489.62
				E09021 Total	5398.73	239.90	48.00	0.00	5686.63
00	35561	CORONA, DONALD & ANTHONY	39 MILL PLAIN RD	E15002	6635.84	880.63	24.00		7540.47
01	35561	CORONA, DONALD & ANTHONY	39 MILL PLAIN RD	E15002	12400.44	325.51	24.00		12749.95
				E15002 Total	19036.28	1206.14	48.00	0.00	20290.42
00	36121	TRATTNER, JEFFREY & ELLIS, CHRISTIN	27 MILL PLAIN RD	E15020-4	4697.20	880.73	24.00		5601.93
01	36121	TRATTNER, JEFFREY & ELLIS, CHRISTIN	27 MILL PLAIN RD	E15020-4	4878.92	128.08	24.00		5031.00
				E15020-4 Total	9576.12	1008.81	48.00	0.00	10632.93
00	46791	MOORE, ELLA	5 LEDGEMERE DR	F09070	1705.93	216.11	24.00		1946.04
01	46791	MOORE, ELLA	5 LEDGEMERE DR	F09070	2713.32	71.21	24.00		2808.53
				F09070 Total	4419.25	287.32	48.00	0.00	4754.57
00	47201	DECARLO, CHARLES & MARTHA	12 LOWER LAKE RD	F10016	948.97	113.87	24.00		1086.84
01	47201	DECARLO, CHARLES & MARTHA	12 LOWER LAKE RD	F10016	3884.44	101.97	24.00		4010.41
				F10016 Total	4833.41	215.84	48.00	0.00	5097.25
00	48621	ATTICK, NICHOLAS A. JR LLC	8 FAIRMOUNT DR	F12048	5372.60	952.74	24.00		6349.34
01	48621	ATTICK, NICHOLAS A. JR LLC	8 FAIRMOUNT DR	F12048	6421.08	168.56	24.00		6613.64
				F12048 Total	11793.68	1121.30	48.00	0.00	12962.98
00	60601	RESSA, MICHAEL P. & JENNIFER M.	46 PEMBROKE RD	G06034	602.64	72.32	24.00		698.96

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01	60601	RESSA, MICHAEL P. & JENNIFER M.	46 PEMBROKE RD	G06034	2503.84	65.73	24.00		2593.57
				G06034 Total	3106.48	138.05	48.00	0.00	3292.53
00	62121	WHITE, GARFIELD & PHOEBE	79 PADANARAM RD	G08021	925.98	89.99	24.00		1039.97
01	62121	WHITE, GARFIELD & PHOEBE	79 PADANARAM RD	G08021	3011.16	79.05	24.00		3114.21
				G08021 Total	3937.14	169.04	48.00	0.00	4154.18
00	66921	MESSURI, PAUL & CLARE	23 SENECA RD	G11022	551.53	24.82	24.00		600.35
01	66921	MESSURI, PAUL & CLARE	23 SENECA RD	G11022	3526.04	92.56	24.00		3642.60
				G11022 Total	4077.57	117.38	48.00	0.00	4242.95
00	67391	MAFFEI, ROSALIA & MARK J.	CLAPBOARD RIDGE RD	G11070	1162.15	139.46	24.00		1325.61
01	67391	MAFFEI, ROSALIA & MARK J.	CLAPBOARD RIDGE RD	G11070	4866.28	127.74	24.00		5018.02
				G11070 Total	6028.43	267.20	48.00	0.00	6343.63
00	67441	JACOBS, BLAINE & THELMA	21 CLAPBOARD RIDGE RD	G11074	2252.61	371.68	24.00		2648.29
01	67441	JACOBS, BLAINE & THELMA	21 CLAPBOARD RIDGE RD	G11074	3119.68	81.90	24.00		3225.58
				G11074 Total	5372.29	453.58	48.00	0.00	5873.87
00	69361	ROSARIO, AURELIO & MARGARITA	36 DAVIS ST	G13152	74.83	4.49	24.00		103.32
01	69361	ROSARIO, AURELIO & MARGARITA	36 DAVIS ST	G13152	3700.20	97.13	24.00		3821.33
				G13152 Total	3775.03	101.62	48.00	0.00	3924.65
00	69831	SCHOEN, CLAUDIA D.	32 MALLORY ST.	G13196	1695.38	246.25	24.00		1965.63
01	69831	SCHOEN, CLAUDIA D.	32 MALLORY ST.	G13196	3091.92	81.15	24.00		3197.07
				G13196 Total	4787.30	327.40	48.00	0.00	5162.70
00	70171	CONNELL, JOSEPH E. JR.	13 BECKETT ST	G14017	1293.66	183.28	24.00		1500.94
01	70171	CONNELL, JOSEPH E. JR.	13 BECKETT ST	G14017	2645.16	69.44	24.00		2738.60
				G14017 Total	3938.82	252.72	48.00	0.00	4239.54
00	72361	VEGERANO, LUIS	16 WHALEY ST	G14235	1368.94	164.43	24.00		1557.37
01	72361	VEGERANO, LUIS	16 WHALEY ST	G14235	2190.84	57.52	24.00		2272.36
				G14235 Total	3559.78	221.95	48.00	0.00	3829.73
00	73631	LIVINGSTON, WILLIE & BARBARA	33 ABBOTT AVE.	G14361	2422.72	454.26	24.00		2900.98
01	73631	LIVINGSTON, WILLIE & BARBARA	33 ABBOTT AVE.	G14361	2516.44	66.06	24.00		2606.50
				G14361 Total	4939.16	520.32	48.00	0.00	5507.48
00	75131	MACKINNON, LISA	7 ABBOTT AVE.	G15094	655.89	78.71	24.00		758.60
01	75131	MACKINNON, LISA	7 ABBOTT AVE.	G15094	2685.56	70.49	24.00		2780.05
				G15094 Total	3341.45	149.2	48.00	0.00	3538.65
00	77891	LAWLOR, ANNETTE B.	11 PERKINS	G16058	1492.15	113.33	24.00		1629.48
01	77891	LAWLOR, ANNETTE B.	11 PERKINS	G16058	3165.12	83.09	24.00		3272.21
				G16058 Total	4657.27	196.42	48.00	0.00	4901.69
00	79241	SAYERS, SENTA	SUGAR HOLLOW RD	G18007	3880.72	727.64	24.00		4632.36
01	79241	SAYERS, SENTA	SUGAR HOLLOW RD	G18007	4030.84	105.82	24.00		4160.66
				G18007 Total	7911.56	833.46	48.00	0.00	8793.02
99	79311	SAYERS, SENTA	13 MIRY BROOK RD	G18015	1122.41	319.84	24.00		1466.25
00	79311	SAYERS, SENTA	13 MIRY BROOK RD	G18015	1659.72	311.21	24.00		1994.93
01	79311	SAYERS, SENTA	13 MIRY BROOK RD	G18015	1723.92	45.24	24.00		1793.16
				G18015 Total	4506.05	676.29	72.00	0.00	5254.34
99	81131	BRINK, CLINTON G. & MARIE D.	PINE TRL	H03016	700.36	257.39	24.00		981.75
00	81131	BRINK, CLINTON G. & MARIE D.	PINE TRL	H03016	733.88	137.60	24.00		895.48
01	81131	BRINK, CLINTON G. & MARIE D.	PINE TRL	H03016	762.28	20.02	24.00		806.30
				H03016 Total	2196.52	415.01	72.00	0.00	2683.53
00	81651	CHASE MANHATTAN MORTGAGE CORP.	CHESTNUT TRL	H04002	937.98	133.66	24.00		1095.64
01	81651	CHASE MANHATTAN MORTGAGE CORP.	CHESTNUT TRL	H04002	1948.56	51.15	24.00		2023.71
				H04002 Total	2886.54	184.81	48.00	0.00	3119.35

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99	84151	TROIANO, PETER	REYNOLDS ST	H08108	173.92	45.02	24.00		242.94
00	84151	TROIANO, PETER	REYNOLDS ST	H08108	3982.80	746.77	24.00		4753.57
01	84151	TROIANO, PETER	REYNOLDS ST	H08108	3947.56	103.62	24.00		4075.18
				H08108 Total	8104.28	895.41	72.00	0.00	9071.69
00	88531	GERETIMM LLC	34 PADANARAM RD	H10130	1288.51	154.62	24.00		1467.13
01	88531	GERETIMM LLC	34 PADANARAM RD	H10130	5353.40	140.54	24.00		5517.94
				H10130 Total	6641.91	295.16	48.00	0.00	6985.07
00	89801	OCSKASY, ROBERT E.	23 PADANARAM RD.	H10150	1728.34	207.41	24.00		1959.75
01	89801	OCSKASY, ROBERT E.	23 PADANARAM RD.	H10150	7180.80	188.49	24.00		7393.29
				H10150 Total	8909.14	395.90	48.00	0.00	9353.04
00	93021	MASLINE, TERRY & JANET	9 GOLDEN HILL AVE	H11043	616.62	74.00	24.00		714.62
01	93021	MASLINE, TERRY & JANET	9 GOLDEN HILL AVE	H11043	2561.88	67.25	24.00		2653.13
				H11043 Total	3178.50	141.25	48.00	0.00	3367.75
00	94751	CAHILL, JOAN M.	21 LAKESIDE RD	H11226	1705.86	243.09	24.00		1972.95
01	94751	CAHILL, JOAN M.	21 LAKESIDE RD	H11226	3543.72	93.03	24.00		3660.75
				H11226 Total	5249.58	336.12	48.00	0.00	5633.70
00	97651	STANLEY, ANTHONY L.	412 MAIN ST	H12162	717.24	86.07	24.00		827.31
01	97651	STANLEY, ANTHONY L.	412 MAIN ST	H12162	3170.16	83.21	24.00		3277.37
				H12162 Total	3887.40	169.28	48.00	0.00	4104.68
00	98481	15 THORPE STREET LLC	15 THORPE ST	H12248	1756.29	210.75	24.00		1991.04
01	98481	15 THORPE STREET LLC	15 THORPE ST	H12248	7296.88	191.54	24.00		7512.42
				H12248 Total	9053.17	402.29	48.00	0.00	9503.46
00	100931	LAMMIE, LULA MAE	22 GRANDVIEW AVE.	H13156	852.33	102.27	24.00		978.60
01	100931	LAMMIE, LULA MAE	22 GRANDVIEW AVE.	H13156	3541.20	92.96	24.00		3658.16
				H13156 Total	4393.53	195.23	48.00	0.00	4636.76
00	101091	NEGRI, ADAM	109 ROSE HILL AVE.	H13171	2793.16	459.02	24.00		3276.18
01	101091	NEGRI, ADAM	109 ROSE HILL AVE.	H13171	3811.24	100.05	24.00		3935.29
				H13171 Total	6604.40	559.07	48.00	0.00	7211.47
99	105621	MURAD REALTY CO	27 ORCHARD ST	H14194	691.08	253.97	24.00		969.05
00	105621	MURAD REALTY CO	27 ORCHARD ST	H14194	724.16	135.77	24.00		883.93
01	105621	MURAD REALTY CO	27 ORCHARD ST	H14194	752.16	19.74	24.00		795.90
				H14194 Total	2167.40	409.48	72.00	0.00	2648.88
99	106691	MOORE, LOUISE	18 SPRING ST	H14292	579.52	178.66	24.00		782.18
00	106691	MOORE, LOUISE	18 SPRING ST	H14292	1214.52	227.73	24.00		1466.25
01	106691	MOORE, LOUISE	18 SPRING ST	H14292	1261.52	33.11	24.00		1318.63
				H14292 Total	3055.56	439.50	72.00	0.00	3567.06
00	107191	HORAN, MARYELLEN	88 ELM ST	H14342	1585.58	225.94	24.00		1835.52
01	107191	HORAN, MARYELLEN	88 ELM ST	H14342	3621.96	95.08	24.00		3741.04
				H14342 Total	5207.54	321.02	48.00	0.00	5576.56
00	107341	CTB LLC	KENNEDY AVE	H14356-1	4218.48	790.97	24.00		5033.45
01	107341	CTB LLC	KENNEDY AVE	H14356-1	4381.68	115.01	24.00		4520.69
				H14356-1 Total	8600.16	905.98	48.00	0.00	9554.14
00	110241	GUELI, ROBERT J. JR. & JEANNINE	81 B13 PARK AVE. #1304	H15124-75	1208.34	199.38	24.00		1431.72
01	110241	GUELI, ROBERT J. JR. & JEANNINE	81 B13 PARK AVE. #1304	H15124-75	1673.40	43.94	24.00		1741.34
				H15124-75 Total	2881.74	243.32	48.00	0.00	3173.06
00	111851	HOWES, THEODORE H.	37 PARK AVE.	H15133	767.36	89.32	24.00		880.68
01	111851	HOWES, THEODORE H.	37 PARK AVE.	H15133	2932.92	77.00	24.00		3033.92
				H15133 Total	3700.28	166.32	48.00	0.00	3914.60
00	121081	BRAEGER, WILLIAM E.	20 DANFRED ST	H21033	1939.16	363.59	24.00		2326.75

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01	121081	BRAEGER, WILLIAM E.	20 DANFRED ST	H21033	2014.16	52.87	24.00		2091.03
				H21033 Total	3953.32	416.46	48.00	0.00	4417.78
00	122991	SAIFER, MICHAEL R.	16 SAGE RD	H22109	604.47	72.54	24.00		701.01
01	122991	SAIFER, MICHAEL R.	16 SAGE RD	H22109	2511.40	65.92	24.00		2601.32
				H22109 Total	3115.87	138.46	48.00	0.00	3302.33
00	123381	DIPALMA, SHERI	16 STARRS PLAIN RD	H23013	2861.77	509.26	24.00		3395.03
01	123381	DIPALMA, SHERI	16 STARRS PLAIN RD	H23013	3692.64	110.78	24.00		3827.42
				H23013 Total	6554.41	620.04	48.00	0.00	7222.45
00	124991	CAREY, CORNELIUS & MARQUITA	1 RIDGE RD	I05013	3103.12	581.85	24.00		3708.97
01	124991	CAREY, CORNELIUS & MARQUITA	1 RIDGE RD	I05013	3223.16	84.61	24.00		3331.77
				I05013 Total	6326.28	666.46	48.00	0.00	7040.74
00	126821	BAKER, CORNELIA L.	59 TA'AGAN PT RD	I06021	2323.05	176.40	24.00		2523.45
01	126821	BAKER, CORNELIA L.	59 TA'AGAN PT RD	I06021	5600.76	147.02	24.00		5771.78
				I06021 Total	7923.81	323.42	48.00	0.00	8295.23
00	129381	SOUSA, LUIS & MARY JO	TA'AGAN PT DR	I07070	590.49	70.86	24.00		685.35
01	129381	SOUSA, LUIS & MARY JO	TA'AGAN PT DR	I07070	2453.36	64.40	24.00		2541.76
				I07070 Total	3043.85	135.26	48.00	0.00	3227.11
00	131471	TWELVE OAKS LLC	5 OAK LA	I08035	4903.95	913.27	24.00		5841.22
01	131471	TWELVE OAKS LLC	5 OAK LA	I08035	5189.36	136.22	24.00		5349.58
				I08035 Total	10093.31	1049.49	48.00	0.00	11190.80
99	131751	VIGIANOS, SYLVIA	70 HAYESTOWN RD	I08064	155.40	57.11	24.00		236.51
00	131751	VIGIANOS, SYLVIA	70 HAYESTOWN RD	I08064	162.84	30.53	24.00		217.37
01	131751	VIGIANOS, SYLVIA	70 HAYESTOWN RD	I08064	169.12	4.53	24.00		197.65
				I08064 Total	487.36	92.17	72.00	0.00	651.53
00	134661	FERRIS, HOWARD O. ESTATE	REYNOLDS ST	I09062	1685.82	278.16	24.00		1987.98
01	134661	FERRIS, HOWARD O. ESTATE	REYNOLDS ST	I09062	2334.72	61.30	24.00		2420.02
				I09062 Total	4020.54	339.46	48.00	0.00	4408.00
00	3136321	CHO YON SUK	17E HAYESTOWN RD	I09139-2	3713.04	696.20	24.00		4433.24
01	3136321	CHO YON SUK	17E HAYESTOWN RD	I09139-2	3871.84	101.64	24.00		3997.48
				I09139-2 Total	7584.88	797.84	48.00	0.00	8430.72
99	142151	JACOBS, THELMA C.	62 FOREST AVE.	I11174	375.10	112.53	24.00		511.63
00	142151	JACOBS, THELMA C.	62 FOREST AVE.	I11174	1662.12	311.65	24.00		1997.77
01	142151	JACOBS, THELMA C.	62 FOREST AVE.	I11174	1726.44	45.31	24.00		1795.75
				I11174 Total	3763.66	469.49	72.00	0.00	4305.15
99	144731	STEVENSON, CHARLIE & RAVIE	34 ROWAN ST	I12044	2078.04	692.94	24.00		2794.98
00	144731	STEVENSON, CHARLIE & RAVIE	34 ROWAN ST	I12044	2801.80	525.34	24.00		3351.14
01	144731	STEVENSON, CHARLIE & RAVIE	34 ROWAN ST	I12044	2910.20	76.39	24.00		3010.59
				I12044 Total	7790.04	1294.67	72.00	0.00	9156.71
00	144841	BRADLEY, CRAIG	55 ROWAN ST	I12055	2325.52	436.03	24.00		2785.55
01	144841	BRADLEY, CRAIG	55 ROWAN ST	I12055	2415.48	63.40	24.00		2502.88
				I12055 Total	4741.00	499.43	48.00	0.00	5288.43
00	146721	MASI, MATT	26 E FRANKLIN ST	I13017	1261.20	236.48	24.00		1521.68
01	146721	MASI, MATT	26 E FRANKLIN ST	I13017	2236.28	58.71	24.00		2318.99
				I13017 Total	3497.48	295.19	48.00	0.00	3840.67
00	147471	CHUONG,SOTHEAR & VETH & WHITE,N	33 MAPLE ST	I13071	2177.91	359.36	24.00		2561.27
01	147471	CHUONG,SOTHEAR & VETH & WHITE,N	33 MAPLE ST	I13071	3016.20	79.17	24.00		3119.37
				I13071 Total	5194.11	438.53	48.00	0.00	5680.64
00	148971	VALERIO, RESTITUTO	9 SUMMITT ST	I13212	2229.09	288.77	24.00		2541.86
01	148971	VALERIO, RESTITUTO	9 SUMMITT ST	I13212	2768.84	72.68	24.00		2865.52

				I13212 Total	4997.93	361.45	48.00	0.00	5407.38
00	149201	PALMIOTTO, STEVEN	61 OSBORNE ST	I13235	2398.44	449.71	24.00		2872.15
01	149201	PALMIOTTO, STEVEN	61 OSBORNE ST	I13235	2491.20	65.40	24.00		2580.60
				I13235 Total	4889.64	515.11	48.00	0.00	5452.75
00	153901	MARTINS, VIRGILIO A.	84 LIBERTY ST	I14365	2704.60	385.41	24.00		3114.01
01	153901	MARTINS, VIRGILIO A.	84 LIBERTY ST	I14365	6181.28	162.26	24.00		6367.54
				I14365 Total	8885.88	547.67	48.00	0.00	9481.55
00	154921	BURKE, VALTMAN & MARY	6 E PEARL ST	I15035	1813.41	299.21	24.00		2136.62
01	154921	BURKE, VALTMAN & MARY	6 E PEARL ST	I15035	2511.40	65.92	24.00		2601.32
				I15035 Total	4324.81	365.13	48.00	0.00	4737.94
00	154951	WHITE, ANGELA	8C SPRUCE ST #C	I15036-3	1713.16	321.23	24.00		2058.39
01	154951	WHITE, ANGELA	8C SPRUCE ST #C	I15036-3	1779.44	46.71	24.00		1850.15
				I15036-3 Total	3492.60	367.94	48.00	0.00	3908.54
00	155101	YOUNG, LONNIE	54 W. WOOSTER ST	I15050	811.53	93.01	24.00		928.54
01	155101	YOUNG, LONNIE	54 W. WOOSTER ST	I15050	2766.32	72.61	24.00		2862.93
				I15050 Total	3577.85	165.62	48.00	0.00	3791.47
00	157991	KEHAGIAS, HELEN	8 PARK PL	I15301	607.50	72.90	24.00		704.40
01	157991	KEHAGIAS, HELEN	8 PARK PL	I15301	2524.00	66.27	24.00		2614.27
				I15301 Total	3131.50	139.17	48.00	0.00	3318.67
00	163851	CONWAY, BRIDGET	44 E. STARRS PLAIN RD	I25009	1356.66	166.54	24.00		1547.20
01	163851	CONWAY, BRIDGET	44 E. STARRS PLAIN RD	I25009	4601.28	120.77	24.00		4746.05
				I25009 Total	5957.94	287.31	48.00	0.00	6293.25
00	164671	KRUGMAN, EDWARD & PAULA	28 OLD NEVERSINK RD	J03011	1414.26	257.13	24.00		1695.39
01	164671	KRUGMAN, EDWARD & PAULA	28 OLD NEVERSINK RD	J03011	1592.64	41.81	24.00		1658.45
				J03011 Total	3006.90	298.94	48.00	0.00	3353.84
00	165961	SEBJAN, STEPHEN & CYNTHIA	GREAT PLAIN RD	J04013	1805.24	332.40	24.00		2161.64
01	165961	SEBJAN, STEPHEN & CYNTHIA	GREAT PLAIN RD	J04013	1968.72	51.68	24.00		2044.40
				J04013 Total	3773.96	384.08	48.00	0.00	4206.04
99	173131	DARR, RICHARD & O'SULLIVAN, CAROL	16 JACKSON DR	J08164	2852.40	1048.25	24.00		3924.65
00	173131	DARR, RICHARD & O'SULLIVAN, CAROL	16 JACKSON DR	J08164	2988.92	560.42	24.00		3573.34
01	173131	DARR, RICHARD & O'SULLIVAN, CAROL	16 JACKSON DR	J08164	3104.52	81.50	24.00		3210.02
				J08164 Total	8945.84	1690.17	72.00	0.00	10708.01
00	175661	ALEXANDER, TIMOTHY L.	15 VALERIE LA	J10049	2252.88	373.88	24.00		2650.76
01	175661	ALEXANDER, TIMOTHY L.	15 VALERIE LA	J10049	3086.88	81.04	24.00		3191.92
				J10049 Total	5339.76	454.92	48.00	0.00	5842.68
00	177001	MARASCO, JOHN E. & KAREN E.	16 MICHAUD RD	J10182	667.04	80.05	24.00		771.09
01	177001	MARASCO, JOHN E. & KAREN E.	16 MICHAUD RD	J10182	2771.36	72.75	24.00		2868.11
				J10182 Total	3438.40	152.80	48.00	0.00	3639.20
00	182391	CAHILL, JOAN M.	14 CLEVELAND ST	J12129	1552.78	221.27	24.00		1798.05
01	182391	CAHILL, JOAN M.	14 CLEVELAND ST	J12129	3225.68	48.93	24.00		3298.61
				J12129 Total	4778.46	270.20	48.00	0.00	5096.66
00	186691	ZACCAGNINO, ANTHONY J ET ALS	20 HOLLEY ST	J13263	731.43	91.82	24.00		847.25
01	186691	ZACCAGNINO, ANTHONY J ET ALS	20 HOLLEY ST	J13263	2665.36	69.98	24.00		2759.34
				J13263 Total	3396.79	161.80	48.00	0.00	3606.59
99	186821	ZANDRI, JOSEPH A JR. & DONNA	24 CHAPPELLE ST	J13276	600.64	220.74	24.00		845.38
00	186821	ZANDRI, JOSEPH A JR. & DONNA	24 CHAPPELLE ST	J13276	629.40	118.00	24.00		771.40
01	186821	ZANDRI, JOSEPH A JR. & DONNA	24 CHAPPELLE ST	J13276	653.72	17.15	24.00		694.87
				J13276 Total	1883.76	355.89	72.00	0.00	2311.65
99	190791	ROGET, ANDRE C & GLORIA J	126B TRIANGLE ST	J14264-101	770.49	265.82	24.00		1060.31

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00	190791	ROGET, ANDRE C & GLORIA J	126B TRIANGLE ST	J14264-101	1076.52	201.84	24.00		1302.36
01	190791	ROGET, ANDRE C & GLORIA J	126B TRIANGLE ST	J14264-101	1118.16	29.35	24.00		1171.51
				J14264-101 Total	2965.17	497.01	72.00	0.00	3534.18
00	193211	PALMIOTTO, STEVEN	8 SOUTH ST	J15077	1137.06	160.07	24.00		1321.13
01	193211	PALMIOTTO, STEVEN	8 SOUTH ST	J15077	2544.20	66.78	24.00		2634.98
				J15077 Total	3681.26	226.85	48.00	0.00	3956.11
99	193301	ATH, PHAEN & BUNLEUT, TENG	SOUTH AVE	J15086	392.20	121.03	24.00	15.00	552.23
00	193301	ATH, PHAEN & BUNLEUT, TENG	SOUTH AVE	J15086	765.48	143.52	24.00		933.00
01	193301	ATH, PHAEN & BUNLEUT, TENG	SOUTH AVE	J15086	795.08	20.86	24.00		839.94
				J15086 Total	1952.76	285.41	72.00	15.00	2325.17
00	193871	YOUNG, KAI-UWE & KRISTINE	16 STONE ST	J15121	361.78	16.29	24.00		402.07
01	193871	YOUNG, KAI-UWE & KRISTINE	16 STONE ST	J15121	2993.48	78.59	24.00		3096.07
				J15121 Total	3355.26	94.88	48.00	0.00	3498.14
00	195911	BABCOCK, APRIL & ARROYO, JAIME	5 COLBY LA	J15281	1058.28	150.80	24.00		1233.08
01	195911	BABCOCK, APRIL & ARROYO, JAIME	5 COLBY LA	J15281	2198.40	57.70	24.00		2280.10
				J15281 Total	3256.68	208.50	48.00	0.00	3513.18
00	197901	KOVACS, GARY & LAURIE	41 ROCKY GLEN RD	J16078	1439.67	237.55	24.00		1701.22
00	197901	KOVACS, GARY & LAURIE	41 ROCKY GLEN RD	J16078	1895.52	49.75	24.00		1969.27
				J16078 Total	3335.19	287.30	48.00	0.00	3670.49
00	198771	PRYBYLSKI, CHARLOTTE	2 WILLOW LA	J17016	2050.02	270.83	24.00		2344.85
01	198771	PRYBYLSKI, CHARLOTTE	2 WILLOW LA	J17016	3079.28	80.83	24.00		3184.11
				J17016 Total	5129.30	351.66	48.00	0.00	5528.96
00	198791	PRYBYLSKI, JOHN ET AL	28 MOUNTAINVILLE RD	J17018	2363.45	361.57	24.00		2749.02
01	198791	PRYBYLSKI, JOHN ET AL	28 MOUNTAINVILLE RD	J17018	2617.40	68.72	24.00		2710.12
				J17018 Total	4980.85	430.29	48.00	0.00	5459.14
00	199131	PASQUARELLA, JOHN L. & MARY ANN	11 MOUNTAIN RD	J17052	715.64	85.87	24.00		825.51
01	199131	PASQUARELLA, JOHN L. & MARY ANN	11 MOUNTAIN RD	J17052	2973.28	78.05	24.00		3075.33
				J17052 Total	3688.92	163.92	48.00	0.00	3900.84
00	199651	FALLS, WALTER F.	MOUNTAINVILLE RD.	J18013	2787.24	522.61	24.00		3333.85
01	199651	FALLS, WALTER F.	MOUNTAINVILLE RD.	J18013	2895.04	76.00	24.00		2995.04
				J18013 Total	5682.28	598.61	48.00	0.00	6328.89
00	201191	SEGERSON, THOMAS C.	W REDDING RD	J25010	2964.60	555.86	24.00		3544.46
01	201191	SEGERSON, THOMAS C.	W REDDING RD	J25010	3079.28	80.83	24.00		3184.11
				J25010 Total	6043.88	636.69	48.00	0.00	6728.57
00	201551	DUNN, PAUL E. & MELINDA L.	27 OLD LANTERN RD	J25046	940.83	97.65	24.00		1062.48
01	201551	DUNN, PAUL E. & MELINDA L.	27 OLD LANTERN RD	J25046	3026.28	79.45	24.00		3129.73
				J25046 Total	3967.11	177.10	48.00	0.00	4192.21
99	202761	RYAN, CAROL E.	31 HAWTHORNE COVE RD.	K02118	862.68	317.04	24.00		1203.72
00	202761	RYAN, CAROL E.	31 HAWTHORNE COVE RD.	K02118	903.96	169.50	24.00		1097.46
01	202761	RYAN, CAROL E.	31 HAWTHORNE COVE RD.	K02118	938.96	24.64	24.00		987.60
				K02118 Total	2705.60	511.18	72.00	0.00	3288.78
00	205971	NEMICKAS-NEUMANN ADRIA T.	51 FORTY ACRE MT RD	K04199	876.63	105.20	24.00		1005.83
01	205971	NEMICKAS-NEUMANN ADRIA T.	51 FORTY ACRE MT RD	K04199	3642.16	95.60	24.00		3761.76
				K04199 Total	4518.79	200.80	48.00	0.00	4767.59
00	206051	ANZALONE, PHILIP F. & PAULINE M.	26 MARLDON RD	K04208	365.29	27.40	24.00		416.69
01	206051	ANZALONE, PHILIP F. & PAULINE M.	26 MARLDON RD	K04208	3440.24	90.30	24.00		3554.54
				K04208 Total	3805.53	117.70	48.00	0.00	3971.23
00	210661	SOUSA, JOAO D. & MARIA J.	12 PALMER RD	K07042	677.97	49.09	24.00		751.06
01	210661	SOUSA, JOAO D. & MARIA J.	12 PALMER RD	K07042	2816.80	73.94	24.00		2914.74

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				K07042 Total	3494.77	123.03	48.00	0.00	3665.80
00	215111	MOORE, DOUGLAS R. & DEBORAH L.	5 HAUSMAN RD.	K08143	695.59	83.47	24.00		803.06
01	215111	MOORE, DOUGLAS R. & DEBORAH L.	5 HAUSMAN RD.	K08143	2890.00	75.86	24.00		2989.86
				K08143 Total	3585.59	159.33	48.00	0.00	3792.92
00	216171	SEARS, WILLIAM T. & LOUISE C.	13 REGEN RD	K09070	2737.41	451.67	24.00		3213.08
01	216171	SEARS, WILLIAM T. & LOUISE C.	13 REGEN RD	K09070	3791.08	99.52	24.00		3914.60
				K09070 Total	6528.49	551.19	48.00	0.00	7127.68
00	3131751	MALIK, ASIF A. & KUDIA, FURKAN	2005 EATON CT	K09098-13	2431.23	401.16	24.00		2856.39
01	3131751	MALIK, ASIF A. & KUDIA, FURKAN	2005 EATON CT	K09098-13	3712.80	97.46	24.00		3834.26
				K09098-13 Total	6144.03	498.62	48.00	0.00	6690.65
00	221001	BENELLI, LAWRENCE, ROSE & LAW. JR	7 AUBURN ST	K13002	1622.04	267.63	24.00		1913.67
01	221001	BENELLI, LAWRENCE, ROSE & LAW. JR	7 AUBURN ST	K13002	2246.36	58.96	24.00		2329.32
				K13002 Total	3868.40	326.59	48.00	0.00	4242.99
00	221681	SOUSA, JOSE MANUEL	166 TRIANGLE ST	K13072	2142.46	323.56	24.00		2490.02
01	221681	SOUSA, JOSE MANUEL	166 TRIANGLE ST	K13072	2506.36	65.80	24.00		2596.16
				K13072 Total	4648.82	389.36	48.00	0.00	5086.18
00	221951	OSADI LLC	298 WHITE ST	K13098	1822.50	218.70	24.00		2065.20
01	221951	OSADI LLC	298 WHITE ST	K13098	8329.20	218.63	24.00		8571.83
				K13098 Total	10151.70	437.33	48.00	0.00	10637.03
00	222981	BARTON, WALTER W. & DEBRA L.	1 BEAVER BROOK RD	K13137-3	1701.00	318.94	24.00		2043.94
01	222981	BARTON, WALTER W. & DEBRA L.	1 BEAVER BROOK RD	K13137-3	1766.80	46.39	24.00		1837.19
				K13137-3 Total	3467.80	365.33	48.00	0.00	3881.13
00	223401	RODRIGIEZ, FRANCISCO	NEWTOWN RD	K13143	2821.23	465.50	24.00		3310.73
01	223401	RODRIGIEZ, FRANCISCO	NEWTOWN RD	K13143	3907.16	102.57	24.00		4033.73
				K13143 Total	6728.39	568.07	48.00	0.00	7344.46
00	225031	SKIDMORE, JONATHAN & GISELE	136 TRIANGLE ST	K14004	1206.76	174.35	24.00		1405.11
01	225031	SKIDMORE, JONATHAN & GISELE	136 TRIANGLE ST	K14004	2433.16	63.86	24.00		2521.02
				K14004 Total	3639.92	238.21	48.00	0.00	3926.13
00	226241	ELEVEN JANSEN ST LLC	JANSEN ST	K14127	5987.52	1122.65	24.00		7134.17
01	226241	ELEVEN JANSEN ST LLC	JANSEN ST	K14127	6219.16	163.26	24.00		6406.42
				K14127 Total	12206.68	1285.91	48.00	0.00	13540.59
00	227021	ST AMAND FERNAND A. & FRANCES	31 TOPSTONE DR.	K14212	617.83	74.14	24.00		715.97
01	227021	ST AMAND FERNAND A. & FRANCES	31 TOPSTONE DR.	K14212	2566.92	67.39	24.00		2658.31
				K14212 Total	3184.75	141.53	48.00	0.00	3374.28
00	229871	DOLAN BERNARD J. CO	LIBERTY AVE	K16119	2721.60	510.30	24.00		3255.90
01	229871	DOLAN BERNARD J. CO	LIBERTY AVE	K16119	2826.88	74.20	24.00		2925.08
				K16119 Total	5548.48	584.50	48.00	0.00	6180.98
00	229881	DOLAN BERNARD J. CO	1 MANNION LN	K16120	3829.68	718.07	24.00		4571.75
01	229881	DOLAN BERNARD J. CO	1 MANNION LN	K16120	3977.84	104.42	24.00		4106.26
				K16120 Total	7807.52	822.49	48.00	0.00	8678.01
00	230141	DOLAN BERNARD J. CO	MANSFIELD ST	K16125	36328.52	6811.60	24.00		43164.12
01	230141	DOLAN BERNARD J. CO	MANSFIELD ST	K16125	37733.80	990.52	24.00		38748.32
				K16125 Total	74062.32	7802.12	48.00	0.00	81912.44
00	230841	VIAL, HELEN & ECONOMOU, MARIA	8C SOUTH ST #C15	K16128-15	602.64	72.32	24.00		698.96
01	230841	VIAL, HELEN & ECONOMOU, MARIA	8C SOUTH ST #C15	K16128-15	2503.84	65.73	24.00		2593.57
				K16128-15 Total	3106.48	138.05	48.00	0.00	3292.53
00	230951	DOLAN, BERNARD J. CO	SOUTH ST	K16129	2026.64	380.00	24.00		2430.64
01	230951	DOLAN, BERNARD J. CO	SOUTH ST	K16129	2105.04	55.25	24.00		2184.29
				K16129 Total	4131.68	435.25	48.00	0.00	4614.93

NEW-TAXSALE-NOV02

00	234421	HOFFMANN, THOMAS TRUSTEE	MCKAY RD	L07040	1558.55	218.52	24.00		1801.07
01	234421	HOFFMANN, THOMAS TRUSTEE	MCKAY RD	L07040	2907.68	76.32	24.00		3008.00
				L07040 Total	4466.23	294.84	48.00	0.00	4809.07
00	236671	RODNEY, YVONNE G.	60 NABBY RD #42	L08054-42	3307.24	620.11	24.00		3951.35
01	236671	SMITH, KIMBERLY	60 NABBY RD #42	L08054-42	3435.16	90.18	24.00		3549.34
				L08054-42 Total	6742.40	710.29	48.00	0.00	7500.69
00	240121	D'ADDARIO, F. FRANCIS ESTATE	PLUMTREES RD	L12013	2556.97	306.83	24.00		2887.80
01	240121	D'ADDARIO, F. FRANCIS ESTATE	PLUMTREES RD	L12013	10623.52	278.86	24.00		10926.38
				L12013 Total	13180.49	585.69	48.00	0.00	13814.18
99	240281	ANTONSON, HARRY J.	72 NEWTOWN RD.	L12030	1658.12	609.35	24.00		2291.47
00	240281	ANTONSON, HARRY J.	72 NEWTOWN RD.	L12030	1737.48	325.77	24.00		2087.25
01	240281	ANTONSON, HARRY J.	72 NEWTOWN RD.	L12030	1804.68	47.37	24.00		1876.05
				L12030 Total	5200.28	982.49	72.00	0.00	6254.77
00	247771	WEINER, BARBARA A.	27 CROWS NEST LA #10B	L15008-96	2009.64	376.80	24.00		2410.44
01	247771	WEINER, BARBARA A.	27 CROWS NEST LA #10B	L15008-96	2087.36	54.79	24.00		2166.15
				L15008-96 Total	4097.00	431.59	48.00	0.00	4576.59
00	248041	WHITE OAK ESTATES LLC	45 POCONO LA	M09006	835.67	98.22	24.00		957.89
01	248041	WHITE OAK ESTATES LLC	45 POCONO LA	M09006	3185.32	83.60	24.00		3292.92
				M09006 Total	4020.99	181.82	48.00	0.00	4250.81
00	248101	THOMAS, DAVID F. & DEBORAH A.	5 SUNRISE RD.	M09013	1464.08	125.00	24.00		1613.08
01	248101	THOMAS, DAVID F. & DEBORAH A.	5 SUNRISE RD.	M09013	3041.44	79.85	24.00		3145.29
				M09013 Total	4505.52	204.85	48.00	0.00	4758.37
00	3132871	KILCO LLC	PLUMTREES RD	M12014	4361.25	719.60	24.00		5104.85
01	3132871	KILCO LLC	PLUMTREES RD	M12014	6039.96	158.55	24.00		6222.51
				M12014 Total	10401.21	878.15	48.00	0.00	11327.36
				Grand Total	683022.07	56673.80	5976.00	15.00	745686.87



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, Connecticut General Statutes §12-195h authorizes any municipality to assign, for consideration, any and all liens filed by the tax collector to secure unpaid taxes on real property; and,

WHEREAS, Connecticut General Statutes §7-239 and §7-258 authorize any municipality to assign, for consideration any and all liens filed by the tax collector to secure unpaid water and sewer use charges, respectively; and,

WHEREAS, the City of Danbury previously assigned certain real estate tax liens to American Tax Funding, LLC ("ATF"); and,

WHEREAS, the assignment of additional tax liens on the grand lists of October 1, 1998, October 1, 1999, October 1, 2000 and October 1, 2001, to ATF, with Foothill Capital Corporation as a secured party, would further reduce the administrative burden upon the Danbury Tax Collector for the benefit of the City; and,

WHEREAS, the assignment of certain water and sewer liens, with Foothill Capital Corporation as a secured party, relating to the same properties covered by the tax liens previously assigned to ATF, would further reduce the administrative burden upon the Danbury Tax Collector for the benefit of the City; and,

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 accomplish the assignment to ATF, with Foothill Capital Corporation as a secured party, of additional liens filed by the tax collector to secure unpaid taxes on real property appearing on the grand lists of October 1, 1998, October 1, 1999, October 1, 2000 and October 1, 2001 and having a value of \$745,686.87 (less any amounts paid on or after October 31, 2002) as well as the assignment of certain water and sewer liens having a value of \$105,344.15 (less any amounts paid on or after October 31, 2002) and that Mayor Boughton be and hereby is further authorized to execute any agreements or amendments thereto as may be required to accomplish the purposes hereof.



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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

October 30, 2002

The Honorable Mayor Mark Boughton and Members of the Common Council
155 Deer Hill Avenue
Danbury, Connecticut

Dear Mayor Boughton and Members of the Common Council:

The US Environmental Protection Agency (EPA) has requested grant proposals from municipalities for Brownfield investigations and assessments of sites that may be contaminated from historical industrial pollutant depositions and discharges. The deadline for the proposals is December 16, 2002.

Our current Brownfield grant will be depleted by the end of November. We have a need to continue our Brownfield investigation work at various locations in Danbury. Therefore, I respectfully request your authorization to make application for a new Brownfield grant through your approval of the attached Resolution. I would appreciate your approval of this Resolution at the November Council meeting.

Respectfully Yours,

Jack Kozuchowski

Coordinator of Environmental &
Occupational Health Services

cc: Office of the Corporation Counsel



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the current Brownfield grant for the environmental assessment of sites which may be contaminated due to industrial pollution is expected to be depleted by the end of November; and

WHEREAS, The United States Department of Environmental Protection is again requesting grant proposals from municipalities for purposes of conducting such investigations and assessments; and

WHEREAS, the City of Danbury is desirous of making application for said grant(s) in order to conduct local investigations and assessments;

NOW, THEREFORE BE IT RESOLVED THAT Mark D. Boughton, Mayor of the City of Danbury, be and hereby is authorized to make application for said EPA Brownfield grant(s) in order to investigate and assess contaminated sites, and that Mayor Boughton is further authorized to take such other and necessary actions to effectuate the purposes hereof.



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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

AIRPORT ADMINISTRATOR
PAUL D. ESTEFAN
(203) 797-4624

October 29, 2002

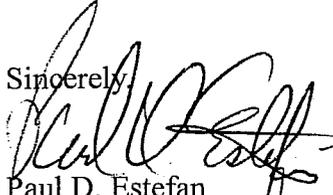
Honorable Mark D. Boughton, Mayor
Honorable Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mayor and Members;

I have enclosed for your review, consideration and funding the grant application for the FAA Part 150 Noise Study for \$292,575.00. The FAA share is \$263,318.00; State of Connecticut is \$21,943.00 and the City of Danbury's share is \$7,314.00.

If you have any questions concerning this grant request please feel free to contact me.

Sincerely,



Paul D. Estefan
Airport Administrator

Cc: File (part150)



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DENA DIORIO
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: Dena Diorio, Director of Finance *Dena*
RE: AIRPORT NOISE STUDY
DATE: November 12, 2002

CERTIFICATION #8

As per Common Council approval at its November 7, 2002 meeting, I hereby certify the availability of \$7,314.00 to be transferred from the Contingency Fund to the Airport's line item, "Professional Services", Acct. No. 9200.5311. This is for the City's share of the FAA Part 150 Noise Study.

Balance of Contingency	\$485,670
Less this request	<u>7,314</u>
Balance	\$478,356

DD/jgb

APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION <i>Application</i> <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		2. DATE SUBMITTED November 1, 2002	Applicant Identifier 3-09-0006-22														
		3. DATE RECEIVED BY STATE November 1, 2002	State Application Identifier														
<i>Preapplication</i> <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		4. DATE RECEIVED BY AGENCY November 1, 2002	Federal Identifier 3-09-0006-22														
		5. APPLICANT INFORMATION															
Legal Name: City of Danbury		Organizational Unit: Danbury Airport Commission															
Address (give city, county, state and zip code): City Hall 155 Deer Hill Avenue Danbury, CT 06810		Name and telephone of the person to be contacted on matters involving this application (give area code) Mr. Paul Estefan, Airport Administrator 203.797.4624															
6. EMPLOYER IDENTIFICATION NUMBER (EIN): <table border="1" style="width:100%; text-align:center;"> <tr> <td>0</td><td>6</td><td>-</td><td>6</td><td>0</td><td>0</td><td>1</td><td>8</td><td>6</td><td>8</td> </tr> </table>		0	6	-	6	0	0	1	8	6	8	7. TYPE OF APPLICANT: (enter appropriate letter in box) <table border="1" style="float:right; margin-left:20px;"> <tr> <td style="text-align:center; width:30px;">C</td> </tr> </table>		C			
0	6	-	6	0	0	1	8	6	8								
C																	
8. TYPE OF APPLICATION <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es). <input type="checkbox"/> <input type="checkbox"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify):		A. State H. Independent School Dist. B. County I. State Controlled Institution of Higher Learning C. Municipal J. Private University D. Township K. Indian Tribe E. Interstate L. Individual F. Intermunicipal M. Profit Organization G. Special District N. Other (Specify):															
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NO. <table border="1" style="float:right; margin-left:20px;"> <tr> <td>2</td><td>0</td><td>-</td><td>1</td><td>0</td><td>6</td> </tr> </table>		2	0	-	1	0	6	9. NAME OF FEDERAL AGENCY: Federal Aviation Administration									
2	0	-	1	0	6												
TITLE: Airport Improvement Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: FAR Part 150 Noise Compatibility Study															
12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.): City of Danbury, Town of Ridgefield																	
13. PROPOSED PROJECT <table border="1" style="width:100%;"> <tr> <th>Start Date</th> <th>Ending Date</th> </tr> <tr> <td>1/1/03</td> <td>3/1/04</td> </tr> </table>		Start Date	Ending Date	1/1/03	3/1/04	14. CONGRESSIONAL DISTRICTS OF: a. Applicant: Fifth b. Project: Fifth											
Start Date	Ending Date																
1/1/03	3/1/04																
15. ESTIMATED FUNDING: <table border="1" style="width:100%;"> <tr> <td>a. Federal</td> <td style="text-align:right;">\$263,318.00</td> </tr> <tr> <td>b. Applicant</td> <td style="text-align:right;">7,314.00</td> </tr> <tr> <td>c. State</td> <td style="text-align:right;">21,943.00</td> </tr> <tr> <td>d. Local</td> <td style="text-align:right;">0.00</td> </tr> <tr> <td>e. Other</td> <td style="text-align:right;">0.00</td> </tr> <tr> <td>f. Program Income</td> <td style="text-align:right;">0.00</td> </tr> <tr> <td>g. TOTAL</td> <td style="text-align:right;">\$292,575.00</td> </tr> </table>		a. Federal	\$263,318.00	b. Applicant	7,314.00	c. State	21,943.00	d. Local	0.00	e. Other	0.00	f. Program Income	0.00	g. TOTAL	\$292,575.00	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____ b. NO. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
a. Federal	\$263,318.00																
b. Applicant	7,314.00																
c. State	21,943.00																
d. Local	0.00																
e. Other	0.00																
f. Program Income	0.00																
g. TOTAL	\$292,575.00																
17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes, If "Yes", attach an explanation <input checked="" type="checkbox"/> No																	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED																	
a. Typed Name of Authorized Representative Mark D. Boughton		b. Title Mayor, City of Danbury	c. Telephone 203.797.4511														
d. Signature of Authorized Representative		Date Signed															

**PART II
PROJECT APPROVAL INFORMATION**

Item 1.
Does this assistance request require State, local, regional, or other priority rating? _____ Yes No
Name of governing Body _____
Priority Rating _____

Item 2.
Does this assistance request require State, or local advisory, educational or health clearances? _____ Yes No
Name of Agency or Board _____
(Attach Documentation)

Item 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? _____ Yes No
(Attach Comments)
Comments will be forwarded directly to FAA.

Item 4.
Does this assistance request require State, local, regional or other planning approval? _____ X Yes _____ No
Name of Approving Agency : Connecticut DOT
Date : November 2002

Item 5.
Is the proposed project covered by an approved comprehensive plan? _____ X Yes _____ No
Check one: State
Local
Regional
Location of Plan: Airport Master Plan

Item 6.
Will the assistance requested serve a Federal installation? _____ Yes No
Name of Federal Installation _____
Federal Population benefiting from Project _____

Item 7.
Will the assistance requested be on Federal land or installation? _____ Yes No
Name of Federal Installation _____
Location of Federal land _____
Percent of Project _____

Item 8.
Will the assistance requested have an impact or effect on the environment? _____ Yes No
See instructions for additional information to be provided.
Airport Noise Compatibility Study

Item 9.
Will the assistance requested cause the displacement of individuals, families, businesses, or farms? _____ Yes No
Number of:
Individuals _____
Families _____
Businesses _____
Farms _____

Item 10.
Is there other related assistance on this project previous, pending, or anticipated? _____ Yes No
See instructions for additional information to be provided.

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Planning	20.106	\$	\$	\$ 263,318	\$ 29,257	292,575
2.						
3.						
4.						
5. Totals		\$	\$	\$ 263,318	\$ 29,257	\$ 292,575

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM FUNCTION OR ACTIVITY				Total
	(1) Planning	(2)	(3)	(4)		(5)
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	292,575				292,575
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a - 6h)	292,575				292,575
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	\$ 292,575	\$	\$	\$	\$ 292,575
7. Program Income	\$ 0	\$	\$	\$	\$ 0

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(U) Total
8. Planning 20.106	\$ 7,314	\$ 21,943	\$ 0	\$ 29,257
9.				
10.				
11.				
12. Totals (sum of line 8 and 11)	\$ 7,314	\$ 21,943	\$ 0	\$ 29,257

SECTION D - FORECASTED CASH NEEDS

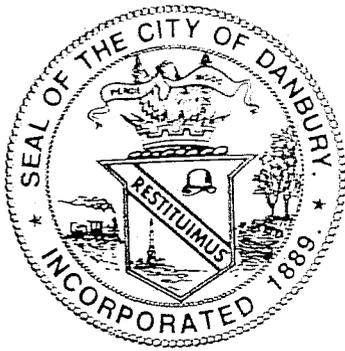
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 225,700	\$ 56,425	\$ 56,425	\$ 56,425	\$ 56,425
14. NonFederal	\$ 25,078	\$ 6,269	\$ 6,269	\$ 6,269	\$ 6,269
15. Total (sum of lines 13 and 14)	\$ 250,778	\$ 62,694	\$ 62,694	\$ 62,694	\$ 62,694

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Planning 20.106	\$ 250,778	\$ 41,797	\$	\$
17.				
18.				
19.				
20. Totals (sum of lines 16 - 19)	\$ 250,778	\$ 41,797	\$	\$

SECTION F - OTHER BUDGET INFORMATION
(Attach additional Sheets if Necessary)

21. Direct Charges:	22. Indirect Charges
23. Remarks	



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Federal Aviation Administration of the United States Department of Transportation and the Bureau of Aeronautics of the Connecticut Department of Transportation make airport improvement funds available through the Airport Improvement Act of 1987; and

WHEREAS, the City of Danbury wishes to obtain funding for the continuation of a FAR Part 150 Noise Compatibility Study at the Danbury Municipal Airport in order to enhance and improve operations; and

WHEREAS, the total funding of said study through the grant is anticipated to be \$292,575.00, of which \$263,318.00 is the federal share, \$21,943.00 the State share and \$7,314.00 the local share, to be funded locally; and

WHEREAS, the City wishes to prepare and submit an application to the FAA and the Bureau of Aeronautics for said funding.

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Mark D. Boughton be and hereby is authorized, contingent on availability and certification of funding, to make application for federal and state funding for the purposes of the Noise Compatibility Study and to take such other actions as may be necessary in order to accomplish the purposes hereof.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Federal Aviation Administration of the United States Department of Transportation and the Bureau of Aeronautics of the Connecticut Department of Transportation make airport improvement funds available through the Airport Improvement Act of 1987; and

WHEREAS, the City of Danbury wishes to obtain funding for the continuation of a FAR Part 150 Noise Compatibility Study at the Danbury Municipal Airport in order to enhance and improve operations; and

WHEREAS, the total funding of said study through the grant is anticipated to be \$292,575.00, of which \$263,318.00 is the federal share, \$21,943.00 the State share and \$7,314.00 the local share, to be funded locally; and

WHEREAS, the City wishes to prepare and submit an application to the FAA and the Bureau of Aeronautics for said funding.

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Mark D. Boughton be and hereby is authorized, contingent on availability and certification of funding, to make application for federal and state funding for the purposes of the Noise Compatibility Study and to take such other actions as may be necessary in order to accomplish the purposes hereof.



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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

October 29, 2002

Honorable Members of the Common Council
City of Danbury
Danbury, Connecticut

Dear Common Council Members:

I am pleased to submit the following students for your confirmation as Youth Advisors to the newly reinvigorated Danbury Youth Commission:

Nicholas Kurjiaka
36 Middle River Road
Danbury, CT 06811
D.H.S. – Grade 12

Alexius Parraway
115 Rose Hill Avenue
Danbury, CT 06810
D.H.S. – Grade 12

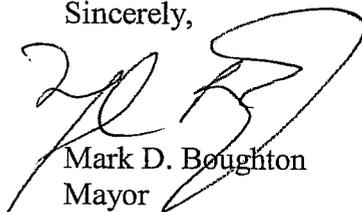
Cadarel Carmack
49 Highland Avenue, #C
Danbury, CT 06810
D.H.S. – Grade 11

Bindiya Patel
24 Maplecrest Drive
Danbury, CT 06811
D.H.S. – Grade 11

Jose Arriaga
73 Wildman Street
Danbury, CT 06810
D.H.S. – Grade 12

The Danbury Youth Commission reviewed nearly one hundred applications and provided these recommendations based on interviews and personal references. Thank you for your consideration of these appointments. We welcome the opportunity to engage the new Youth Advisors in the planning process to prioritize youth activities in our community.

Sincerely,



Mark D. Boughton
Mayor



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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

October 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, replacing Marcia Kendall who resigned, as a Member of the Environmental Impact Commission with a term to expire December 1, 2004:

Benjamin Chianese [D]
10 South Street, #63
Danbury, CT 06810

Mr. Chianese currently serves as an Alternate Member of the Environmental Impact Commission and regularly attends meetings. A certified public accountant and long time Danbury resident, Mr. Chianese previously served as a member of the Zoning Commission and is an active volunteer in the community.

Thank you for your consideration of this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark D. Boughton".

Mark D. Boughton
Mayor



13

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

(203) 797-4511
FAX (203) 796-1666

October 30, 2002

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Common Council Members:

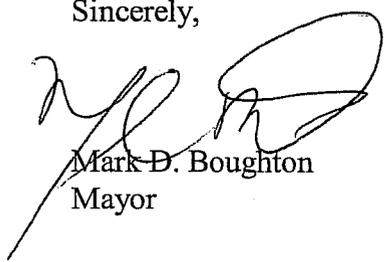
I hereby submit for your confirmation the reappointment of the following individual to the Lake Kenosia Commission for a term to expire May 1, 2005:

Regina Ofiero (R)
21 Maplewood Drive
Danbury, CT 06811

Ms. Ofiero previously served as chair of the Commission and has been a dedicated advocate for Lake Kenosia.

Thank you for your consideration of this reappointment.

Sincerely,



Mark D. Boughton
Mayor

14

CITY OF DANBURY

FIRE DEPARTMENT

19 NEW STREET

DANBURY, CONNECTICUT 06810

Peter Sicienski
Fire Chief

Phone 203-796-1555
Fax 203-796-1533

October 29, 2002

Mayor Mark D. Boughton
Members of the Common Council
City of Danbury
155 Deer Hill Ave.
Danbury, Ct. 06810

Re: Donation to the Fire Department,

Dear Mayor Boughton and Members of the Common Council,

The Fire Department has received a donation from the Wal-Mart Corporation. This check in the amount of \$3,200 represents a contribution Wal-Mart would like to make towards the purchase of a Defibrillator.

I would ask that this generous donation be accepted at the November meeting of the Common Council and the \$3,200 be placed in Fire Department line item 2010.5713 Public Safety Equipment.

If you require any additional information please do not hesitate to contact me directly.

Very truly yours,



Peter J. Sicienski
Fire Chief



15

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

Mayor Mark Boughton and
Members of the Common Council
City of Danbury
Danbury, CT 06810

October 15, 2002

Mayor Boughton and Members of the Common Council:

The following donations have been sent to the Department of Elderly Services for the use of the Danbury Senior Center. Please accept them and approve their transfer into the appropriate line items as listed on the accompanying form:

The Green Funeral Home -	300.00
Carolyn Doyle -	25.00
Village at Brookfield Commons -	25.00
Village at Brookfield Commons -	25.00
St. Joseph Fifty Five Plus Club -	25.00
William Walton -	<u>8.00</u>
Total:	408.00

Thank you,

Leo McIlrath

© HARLAND STYLE NYC



228 Main Street Danbury, Conn. 06810

TAX-O-MATIC ACCOUNT NUMBER	INVOICE	AMOUNT
Seniority		
newsletter		

GREEN FUNERAL HOME, INC.
57 MAIN STREET
DANBURY, CT 06810-0647

11128

51-7224/2211
BRANCH 1

DATE 9/30/02

PAY Three hundred xx/100 DOLLARS \$ 300.00
 TO THE ORDER OF City of Danbury
Dept. of Elderly
Services

Thomas R. Jee

⑈011128⑈ ⑆221172241⑆ 690 021 756⑈

7343

VILLAGE AT BROOKFIELD COMMONS, LP
OPERATING ACCOUNT
715 PUTNAM PIKE
GREENVILLE, RI 02828

SOVEREIGN BANK
5-7515-110

007343

*TWENTY FIVE DOLLARS AND NO CENTS

DATE
10/01/02

AMOUNT
*****25.00*

DANBURY SENIOR CHOIR

00-DAN200

⑈007343⑈ ⑆011075150⑆ 47304990964⑈

Details on back. Security Features Included.

7303

VILLAGE AT BROOKFIELD COMMONS, LP
OPERATING ACCOUNT
715 PUTNAM PIKE
GREENVILLE, RI 02828

SOVEREIGN BANK
5-7515-110

007303

PAY *TWENTY FIVE DOLLARS AND NO CENTS

DATE
09/01/02

AMOUNT
*****25.00*

DANBURY SENIOR CHOIR

00-DAN200

S

MP

ST JOSEPH'S FIFTY FIVE PLUS 0172

DATE ~~10-3-02~~ 51-7015/2111
BRANCH 2

PAY TO THE ORDER OF Danbury Senior Choir \$ 25.00

Twenty-five dollars & ⁰⁰/₁₀₀ DOLLARS  Security features included. Details on back.

New Milford Savings Bank
Brookfield Office
Brookfield, Connecticut 06804

FOR Angelina Rubico MP

⑆ 211170156⑆ 7070283301 ⑈ 0172

© HARLAND

CAROLYN H. DOYLE 51-110/211 4433
38 LONGVIEW DR.
BROOKFIELD, CT 06804-1434

DATE Oct. 9, 2002

PAY TO THE ORDER OF Danbury Senior Center \$ 25.00

Twenty Five & ⁰⁰/₁₀₀ DOLLARS  Security Features included. Details on Back.

FIRST UNION **First Union National Bank** *Performance Banking*
firstunion.com
Org. 020 R/T 021101108

MEMO Wor. Sr. Chorus 10/9/02 Carolyn H. Doyle

⑆ 021101108⑆ 1030189775241⑈ 4433

WILLIAM W. WALTON 6941
ELEANOR P. WALTON
PH. 203-438-6221
56 ASPEN LEDGES ROAD
RIDGEFIELD, CT 06877

Date 9-3-02 50-8106/2219

Pay to the Order of PRIME TIMERS, INC \$ 8.00

EIGHT & ⁰⁰/₁₀₀ Dollars  Security features are included. Details on back.

USA ALLIANCE
FEDERAL CREDIT UNION
One Interstate Terrace, 600 Midland Avenue, Rye, NY 10580-3999
www.USAlliance.org

For 18th ANNUAL BBQ PICNIC William W. Walton MP

⑆ 221981063⑆ 260000009432100⑈ 6941

© Clarke American GUARDIAN® SAFETY BLUE WOOL

16
CITY OF DANBURY

FIRE DEPARTMENT

19 NEW STREET

DANBURY, CONNECTICUT 06810

Peter Siecienski
Fire Chief

Phone 203-796-1555
Fax 203-796-1533

October 29, 2002

Mayor Mark D. Boughton
Members of the Common Council
City of Danbury
155 Deer Hill Ave.
Danbury, Ct. 06810

Re: Donation to the Fire Department,

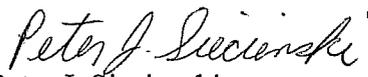
Dear Mayor Boughton and Members of the Common Council,

The Fire Department has been offered a generous donation from Fair Honda of Federal Road in Danbury. Mr. Joe Thompson, General Manager has offered the Department a 2003 Honda Odyssey van for use by our Fire Prevention and Education Bureau. Fair Honda will donate a 2-year lease valued at \$12,000 for the vehicle. Deputy Fire Marshal Marilynn Gillotti who has been working as an advocate with Fair Honda for many years in delivering fire safety programs has been instrumental in coordinating this donation.

This vehicle will be of great value in delivering fire prevention programs to the youth and seniors of our City. I would ask that this generous donation be accepted at the November meeting of the Common Council.

If you require any additional information please do not hesitate to contact me directly.

Very truly yours,


Peter J. Siecienski
Fire Chief

FAIR

Fair Honda
A United Dealership
102 A&D Federal Rd.
Danbury, CT 06810
Tel. 203-730-5699
Fax 203-730-5708
www.fairhonda.com

October 29, 2002

To whom it may concern:

Fair Honda will be donating a 2 year lease to the City of Danbury (Fire Department) at an approximate value of \$12,000.

If you have any questions please do not hesitate to contact me.



Joe Thompson
General Manager

 **HONDA**

October 17, 2002

Mayor Mark D. Boughton

Danbury City Hall

Dear Mayor Boughton:

We have received a donation from Danbury Garden Club, c/o Evelyn Nipper, 10 Hayestown Road, 06811 in the amount of \$81.60.

Please place this item on the agenda for the November Common Council meeting as this donation needs to be deposited into the LIBRARYFUND.4651 Donations.

Sincerely,



Elizabeth McDonough
Director

c: Common Council - c/o J. Samaha ✓
D. Diorio - Director of Finance

FAMILY & CHILDREN'S AID

56 Danbury Road, New Milford, CT 06776 (860) 354-8556 158 Danbury Road, Ridgefield, CT 06877 (203) 438-5543

75 West Street, Danbury, CT 06810 (203) 748-5689

Fax: (203) 790-8183 Email: fcadanbury@aol.com

Irvin R. Jennings, M.D.

Executive Director

10/30/02

Mr. Warren Levy
President Common Council
Honorable Members
Danbury City Hall
155 Deer Hill Ave
Danbury, CT 06810

Dear Honorable Members of the Common Council:

Family & Children's Aid, Inc. is appealing to the City of Danbury for funding and/or assistance to help us to repair and replace a broken water line to our home for foster children at 79 West St. here in Danbury. Due to this unforeseen problem with the water supply to our home, Family & Children's Aid is asking for funding in the amount of seven thousand five hundred dollars. We expect the cost of these repairs to be well in excess of ten thousand dollars.

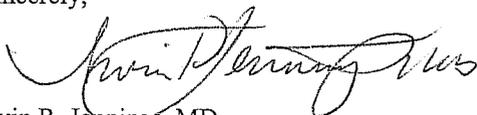
The home at 79 West St is a *Permanency Diagnostic Center* set to open the end of this year. This home is based on the Safe Home model and is designed to help children and siblings in foster care. The Home will specialize in working with children who have been through multiple foster placements. The children will be between 3 and 12 years old and younger if part of a sibling group, the average stay will be 60-90 days. The goal is not only to provide a safe haven, but to also assess and stabilize these fragile children who've experienced trauma and tremendous loss.

At this time Family & Children's Aid has not determined the full extent of the repairs that may be needed to bring adequate water supply to the home. Currently, the line does not provide sufficient water service to meet living conditions or fire protection, as 79 West St. is required to have a sprinkler system for fire suppression purposes. The current plan calls for the cutting and digging up of West St to replace a broken water pipe that supplies our home. However at this time we have not located the section that is leaking. If Family & Children's Aid is able to repair the leak without digging up West St. we would respectfully withdraw our request for assistance.

If it is determined that we must dig up West St all repairs will be made before the Common Council meets in regular session in December. With that in mind, we respectfully ask that you review this request at your November meeting.

Thank you, in advance, for your consideration of this request.

Sincerely,



Irvin R. Jennings, MD
Executive & Medical Director

cc: Honorable Mayor Mark Boughton



19

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Mark D. Boughton via the Common Council
FROM: Dena Diorio, Director of Finance *Dena*
RE: DANBURY RAILYARD PARKING PROPOSED BUDGET
DATE: October 24, 2002

According to the Railroad Station lease between the City of Danbury and the State of Connecticut, all revenue received from the Parking Authority for permits/meters is turned over to the City of Danbury. Per the agreement with the State of Connecticut, the City must use this money towards the upkeep of the Metro North Railroad Station. After each five-year period in this lease, the State of Connecticut may request 50% of any unspent funds to be returned to them. As of fiscal year end June 30, 2002, the fund balance remaining for the Railyard Parking Lease is \$26,000. The portion of unspent funds that may be returned to the State is being set aside in anticipation that the State of Connecticut will request that these funds be returned to them. I am proposing the following budget for fiscal year 2002-2003 based upon revenues received from last year and allocating the additional 50% of fund balance.

Revenue	\$15,000
50% Unspent	<u>13,000</u>
	\$28,000

Expenditures:

Salaries	\$ 3,500	Parks & Rec (Snow Plow/Mowing)
Salaries	2,000	Parks & Rec (Landscaping)
Administration	2,000	Monthly Fees to Parking Authority
Cleaning Services	6,024	Custom Care Cleaning
Alarm Service	310	United Alarm
Building Maintenance	4,120	Basic Building Maintenance
Repairs & Maintenance	5,000	Power Washing
Misc. Maintenance	<u>2,500</u>	Parking lot line painting
TOTAL	\$28,000	

Should you have any questions or require any additional information, please call me.

20

Broad Street Associates, LLP
PO Box 1280
Danbury, CT 06813-1280

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

October 30, 2002

Via FAX (796-1529)

Gentlemen:

We respectfully request a waiver of our sewer connection fee for the Danbury Square Box building on Broad Street currently owned by Allen Realty, LLC.

We believe that this connection, including all the infrastructure paid by our company, benefits the city by the present and future extensions to the connection.

Please accept this as our petition to the common council.

You may contact either our attorney, Ward Mazzucco (744-1929), or myself if there are any further questions.

Thank you for your consideration

Broad Street Associates, LLP


Dennis J. Ramey, Partner

DJR/mmr

COMMON COUNCIL - CITY OF DANBURY

21

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer _____

Water ✓

Name of Applicant: THE UNITARIAN UNIVERSALIST SOCIETY OF NORTHERN FAIRFIELD. COURT
9 PICKETT RIDGE ROAD, WEST REDDING, CT 06896

~~AGENT~~ AGENT NAME &
Address: _____

JOHN F. MCCOY P.E.

JFM ENGINEERING, INC 440 MAIN ST. RIDGEFIELD, CT
06871

Telephone: 203. 438. 8825

The undersigned submits for consideration an application for extension of ~~sewer and/or~~ water facilities for property

Located at: 24 CLAPBOARD RIDGE ROAD.

Assessors's Lot No. # 611088 & 611089

Zone: R.40

Intended Use:	Retail <u>N/A</u>	Single Family Residential <u>N/A</u>
	Office <u>N/A</u>	Multiple Family Development <u>N/A</u>
	Mixed Use <u>N/A</u>	PROPOSED CHURCH <u>✓</u>
	Industrial <u>N/A</u>	

Number of Efficiency Units N/A

Number of 1 Bedroom Units N/A

Number of 2 Bedroom Units N/A

Number of 3 Bedroom Units N/A

Total Number of Units N/A

PEAK
PROPOSED WATER DEMAND
DOMESTIC = 60 gpm.
FIRE = 300 gpm.
PROPOSED AVERAGE DAILY FLOW
ADF = 584 GPD

N/A = NOT APPLICABLE

JFMC Coy
SIGNATURE

OCTOBER 30TH 2002
DATE

22
Dean Esposito
5th Ward Councilman
Danbury, CT. 06810

August 30, 2002

Dear Councilman Esposito,

As a follow-up to our recent discussion I wanted to make a formal plea for some long overdue attention to the condition of Willow Lane and Berkshire Place that I described to you in person. There are several conditions that require the attention of the Public Works Department in our neighborhood. Several years ago, perhaps as many as five, a large hole developed next to a storm drain located between #'s 6 and 8 Berkshire Place. One of the neighbors placed an orange traffic cone in the hole as a warning to the many neighborhood children to avoid that dangerous condition. That orange cone is still there all these years later and the hole has never been repaired. Now a second hole is opening next to the storm drain on the corner of Willow Lane and Berkshire Place.

In addition to these problems the storm drains on Willow Lane are inadequate for the amount of water they need to handle. At the top of Willow Lane there is one very small drain that looks as if it was installed in the fifties. Perhaps the addition of several modern storm drains at the top of Willow Lane would reduce the problems we have during big storms. During storms waves of water cascade down the street and overwhelm the storm drains located at the bottom. It is not uncommon for the lower storm drains to overflow and flood the street. There are two more-modern storm drains on the north side of Willow Lane but they are rarely cleaned and so are usually so overgrown and clogged that they are of little value.

In front of my house is a seemingly permanent pot hole that grows larger every year. The hole is occasionally patched but that does not last long. In the twenty years I have lived on Willow Lane the road has been chip-sealed a few times but has never been repaved. I do not think it excessive to suggest that a city street could be repaved once in a generation. I think we need a long-term capital plan that creates a system of regular infrastructure renewal. All parts of the city deserve equal attention, not only those neighborhoods that are most visible.

I have generally been happy with the city services we receive but the deterioration of my neighborhoods' roads and storm drain system has reached a point that requires attention. I hope you and your colleagues on the Common Council can help us. Best wishes for your continued success and I look forward to seeing these concerns addressed in the near future.

Sincerely,


Steve Flanagan

1 Willow Lane

Danbury, CT. 06810

We the residents of Cedar Rd. are petitioning the Common Council that as taxpayers in the City of Danbury, are requesting that Cedar Rd. be maintained by the City in regards to snow plowing and sanding. Cedar Rd. is a 390 ft. rd. off Acre Dr. with only 5 houses. We realize that it is a private rd. but adjacent private roads such as *Waterview,* Mirijo Rd. and Wondy Way in our immediate area, and other private roads in the City are in fact maintained by the City. We urge you to consider our request, and thank you in advance for your consideration, and await your decision.

Carl + Dolores Pini 2 Cedar Rd

K. Paul Shen. 1 Cedar Rd

Arthur R. Gassner

George F. Chilton 3 Cedar Rd.

Jean M. Maraban 4 Cedar Rd.

[Signature]

Susan Gandy

5 Cedar Rd



24

CITY OF DANBURY
DEPARTMENT OF WELFARE & SOCIAL SERVICES

TELEPHONE
(203) 797-4569

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

FACSIMILE
(203) 797-4566

To: Members of the
Common Council

Fr: Deborah MacKenzie

Re: Donation to City Shelter

Date: 10/15/02

Please accept a \$100.00 donation to the City Shelter by
Cuong Huy Bui.

This should be credited to the Homeless Services line item
5010.6026

Thank you,
Deborah MacKenzie

c.c. Dena Diorio



PETITION

25

To: The Honorable Mayor Mark Boughton,
Distinguished Members of the Common Council for the City of Danbury

From: Property/Business Officials and Owners from Old Sherman Turnpike (contact: Deborah Pastir 791-352)

Date: July 11, 2002

Re: Old Sherman Turnpike Egress and Narrow Bridge Issue

We the undersigned members representing property owners, employers and employees located on Old Sherman Turnpike want to present this petition to the City of Danbury requesting a non-obligating assessment on a public improvement project of widening the narrow bridge and finding another means of egress for Old Sherman Turnpike.

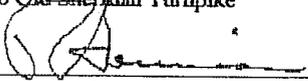
Recently there has been a substantial increase in truck traffic due to the addition and expansion of local companies. Most of these trucks are quite large increasing the potential for a serious accident near the narrow one lane bridge located near the only existing entrance/exit for Old Sherman Turnpike. If an accident occurs on the bridge and damages its structure sufficiently enough to close it, businesses would not have access to their facilities since Old Sherman Turnpike is presently a dead-end road. Also, emergency vehicles may not be able to gain access during emergency situations.

The second issue is based on facility evacuations that have taken place in this area over the past two years. On several occasions businesses on Old Sherman Turnpike have had to evacuate immediately. The exiting traffic created a bottleneck at the bridge very quickly. We are very concerned about the safety and security limitations of having only one entrance/exit to Old Sherman Turnpike. We would appreciate your immediate attention to this situation.

Sincerely yours,

SEALED AIR CORPORATION

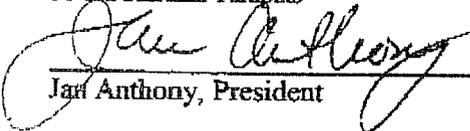
10 Old Sherman Turnpike



Randall Gouveia, Vice President of Operations

RSA CORPORATION

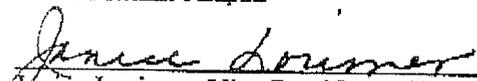
36 Old Sherman Turnpike



Jan Anthony, President

SCHOLASTIC, INC.

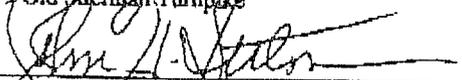
90 Old Sherman Turnpike



Janice Lorimer, Vice President of Human Resources

LEAHY'S FUELS INC. & STETSON DEVELOPEMENT

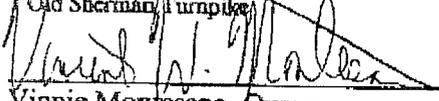
17-19 Old Sherman Turnpike



Jack Stetson, Owner

V & J INC.

Old Sherman Turnpike



Vinnie Montesano, Owner



26

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

REC.
FINANCE DEPT.

OCT 15 2002

Date: 10/15/02

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 \$ 959.00 from the Elderly Services donations account to the Commission on Aging budget for the following accounts:

Printing/Binding	5002.5324	\$359.00
Professional Service Fees	5002.5311	\$600.00

I have been advised by the Director of Finance that these funds exist in my account, and she will provide you with her certification.

Leo McIlrath

LM/jgb

cc: Dena Diorio
Director of Finance



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

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

M E M O R A N D U M

DATE: October 17, 2002
TO: Hon. Mark D. Boughton via the Common Council
FROM: Dena Diorio, Director of Finance *Dena Diorio*
RE: Commission on Aging **CERTIFICATION**

I hereby certify the availability of \$959.00 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
Printing/Binding	5002-5324	359.00

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

/jgb



27

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

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

MEMORANDUM

DATE: October 29, 2002

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

FROM: Dena Diorio, Director of Finance

RE: **DEFERRED COMPENSATION PLAN**

Attached for your review is an amendment to the City's Deferred Compensation Plan. This amendment will bring the Plan into compliance with the changes in the federal law brought about by the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA).

Should you find this amendment acceptable, please authorize the Mayor to sign it on the City of Danbury's behalf.



Dena Diorio

Attachment

**RESOLUTION ADOPTING AMENDMENT TO
THE CITY OF DANBURY DEFERRED COMPENSATION PLAN**

WHEREAS, the City of Danbury (hereinafter "Employer") heretofore established the City of Danbury Deferred Compensation Plan (hereinafter "Plan"); and

WHEREAS, the Employer desires to amend the Plan to conform with changes in the federal law brought about by the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"); and

WHEREAS, this amendment is intended as good faith compliance with the requirements of EGTRRA and guidance issued thereunder, and

WHEREAS, this amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this amendment.

NOW THEREFORE, BE IT RESOLVED, that, effective January 1, 2002, the Employer hereby amends the Plan as follows:

"Contribution Limit – The maximum amount a Participant may defer during a calendar year to this and/or any other Eligible Deferred Compensation Plan shall not exceed the lesser of: (i) the applicable dollar amount as set forth in Section 457(e)(15) of the Code; or (ii) 100% of the Participant's Includible Compensation.

Pre-Retirement Catch-Up Contribution – The maximum amount a Participant may defer under Section 457(b)(3) of the Code each calendar year to this or any other Eligible Deferred Compensation Plan shall not exceed the lesser of: (1) twice the applicable dollar limit as set forth in Section 457(e)(15) of the Code; or (2) the applicable dollar limit as set forth in Section 457(e)(15) of the Code plus any Employer provided compensation eligible for deferral that was not deferred for any prior taxable year which began after December 31, 1978.

Rollover Contribution - An Employee may contribute a Rollover Contribution to the Plan. A Rollover Contribution is a Participant contribution or a direct rollover of an eligible rollover distribution as defined under Section 402(c)(4) of the Code. The Plan Administrator may require the Employee to certify, either in writing or in any other form permitted under rules promulgated by the IRS, that the contribution qualifies as a Rollover Contribution under the applicable provisions of the Code. If it is later determined that all or part of a Rollover Contribution was ineligible to be contributed to the Plan, the Plan Administrator shall direct that any ineligible amounts, plus earnings or losses attributable thereto (determined in a uniform and nondiscriminatory manner) be distributed from the Plan to the Employee as soon as administratively feasible. Separate accounting shall be maintained by the Plan Administrator for any Rollover Contribution not attributable to an Eligible Deferred Compensation Plan. Rollover Contributions will be nonforfeitable at all times.

Distribution Eligibility – All references to "separation from service" contained in the Plan are hereby replaced with "severance from employment."

Installment Payments – Upon becoming eligible for a distribution, a Participant may elect to receive so much of his or her Participant Account in installment payments made at least annually. A Participant may elect to vary the amount or frequency of any such payments at least once each calendar quarter. However, at no time may the installment payment period exceed the Participant's life expectancy.

Distribution On or After Age 70-1/2 or Severance From Employment - Upon becoming eligible for a distribution, a Participant may elect to commence distribution of his or her Participant Account in accordance with the payment options available under the Plan. A Participant who wishes to receive a distribution must submit a request to the Plan Administrator. Upon a valid request, distribution will commence as soon as administratively feasible.

Distribution On Account of the Participant's Death – In the event of the Participant's death, if distribution has not commenced prior to the death of the Participant:

- (a) a non-spousal beneficiary must either;
 - (i) elect a distribution payable over a period not extending beyond the life expectancy of the beneficiary, commencing no later than the end of the calendar year following the calendar year in which the Participant died; or
 - (ii) elect a single-sum payment to be made no later than the end of the calendar year which contains the fifth anniversary of the date of death of the employee, otherwise, such single-sum payment shall be made by the end of such calendar year.
- (b) a spousal beneficiary may elect a single-sum payment or a distribution payable over a period not extending beyond the life expectancy of the spousal beneficiary. Distribution to the spousal beneficiary must commence on or before the later of: (i) the calendar year immediately following the calendar year in which the Participant died; or (ii) the year the deceased Participant would have reached age 70-1/2.

Minimum Distribution Requirements - Notwithstanding anything in this plan to the contrary, distribution from the Plan shall commence and be made in accordance with Section 401(a)(9) of the Code and, until the last calendar year beginning before the effective date of the final regulations under section 401(a)(9) or such other date as may be published by the Internal Revenue Service, the regulations under section 401(a)(9) that were proposed on January 17, 2001. Participants must commence distribution no later than April 1st following the later of (i) the calendar year in which the Participant attains age 70-1/2 or (ii) the calendar year in which the Participant retires.

Domestic Relations Orders - No benefit or interest available hereunder will be subject to assignment or alienation, either voluntarily or involuntarily pursuant to a domestic relations order, unless such order is determined to be a qualified domestic relations order, as defined under Section 414(p) of the Code.

Direct Rollovers - A distributee may elect to have all or any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the distributee.

For purposes of this section an Eligible Rollover Distribution means any distribution of all or any portion of the balance to the credit of the distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; or any amount that is distributed on account of hardship.

For purposes of this section an Eligible Retirement Plan means an eligible retirement plan that is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an eligible deferred compensation plan described in Section 457(b) of the Code which is maintained by an eligible employer described in Section 457(e)(1)(A) of the Code, an annuity plan described in Section 403(a) of the Code, an annuity contract described in section 403(b) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined under section 414(p) of the Code.

For purposes of this section, a distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined under Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

For purposes of this section a Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the distributee.

Distribution for Certain Non-Participating Participants – Rollover Contributions are excluded in determining whether the total amount of a Participant's Account under the Plan exceeds the dollar limit under Section 411(a)(11)(A) of the Code.

Transfers In - If a transfer is associated with a distributable event and the Employee is eligible to receive an eligible rollover distribution as defined under Section 402(c)(4) of the Code, such transfer will be considered a Rollover Contribution.

Transfers Out - If a transfer is associated with a distributable event and the distribution is an eligible rollover distribution as defined under Section 402(c)(4) of the Code, such transfer will be considered a Direct Rollover.

Trustee to Trustee Transfers to Purchase Permissive Service Credit – A Participant may elect to have all or a portion of a his/her Participant Account directly transferred to a defined benefit governmental plan (as defined under Section 414(d) of the Code) if such transfer is:

- (a) for the purchase of permissive service credit (as defined under Section 415(n)(3)(A) of the Code) under such plan; or
- (b) a repayment to which Section 415 of the Code does not apply by reason of subsection (k)(3) thereof."

IN WITNESS WHEREOF, the Employer has executed this Plan Amendment this

_____ day of _____, _____.

SEAL

(Name of Employer)

by _____

Its _____

(Title)

Attest:

(Title)

(Witness)



28

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

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

M E M O R A N D U M

DATE: October 24, 2002
TO: Hon. Mark D. Boughton via the Common Council
FROM: Dena Diorio, Director of Finance *Dena*
RE: **AFFORDABLE HOUSING FUND**

CERTIFICATION

As per the attached request from Paul Schierloh, Acting Chair of the Danbury Housing Partnership, I hereby certify the availability of \$3,500.00 to be expended from the Affordable Housing Fund to co-sponsor a credit counseling and home ownership education program.

Should you have any questions, please give me a call.

DD/jgb

Attach.



RECEIVED
FINANCE DEPT.

OCT 04 2002

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

HEALTH AND HOUSING DEPARTMENT
155 DEER HILL AVENUE

(203) 797-4625
FAX (203) 796-1596

October 4, 2002

The Honorable Mark D. Boughton
Mayor of the City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

RE: Request For Expenditure From Affordable Housing Fund

Dear Mayor Boughton:

This is to seek authorization from your office and the Danbury Common Council to allow the Danbury Housing Partnership to co-sponsor and expend funds from the Affordable Housing Fund to implement a credit counseling and home ownership education program. Proposed co-sponsors are The Non-Profit Development Corporation of Danbury (NPDCD, Inc) and the Housing Authority of the City of Danbury.

The Partnership has identified credit problems and lack of training regarding finances and homeownership as barriers to obtaining and maintaining rental and owner-occupied housing. The proposed series of workshops and follow-up counseling sessions is designed to educate families regarding personal finances and help them plan to attain the goal of home-ownership. This program is consistent with efforts to address barriers to affordable housing identified in the City's "Analysis of Impediments of Fair Housing Choice" which is a planning document required to be submitted to the U.S. Department of Housing and Urban Development.

The Partnership is requesting authority to expend up to \$3,500.00 as its share of the total cost of \$5000.00 for the proposed program. The funds will be used to engage Consumer Credit Counseling, a non-profit organization, to run four general workshops for Danbury residents as well as fund follow-up counseling sessions for individual families. NPDCD, Inc. has agreed to pay \$1,000.00 and the Danbury Housing Authority has agreed to pay \$500.00 of the total cost. Union Savings Bank has also offered to provide up to \$500.00 for advertising and outreach. Information about Consumer Credit Counseling and the proposed program is enclosed.

Should you approve, we respectfully request that the Partnership's request be forwarded to the Common Council for review and approval pursuant to Section 10-80 of the Code of Ordinances.



We would be happy to provide any additional information that you or the Council may require.
Thank you for your consideration.

On Behalf of the Danbury Housing Partnership,

A handwritten signature in black ink, appearing to read "Paul Schierloh". The signature is stylized and cursive.

Paul Schierloh
Acting Chair

Enclosures

cc: Michael McLachlan, Administrative Assistant to the Mayor
William Campbell, Director, Health and Housing Department
Dena Diorio, Director of Finance ✓
Bernard Fitzpatrick, Housing Authority of the City of Danbury
Paul Valeri, NPDCD, Inc.
Sue Zaborowski, Fair Housing Officer



29

CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
OFFICE OF THE CORPORATION COUNSEL

(203) 797-4518
(203) 796-8043 FAX

October 22, 2002

PLEASE REPLY TO:
DANBURY, CT 06810

Honorable Mayor Mark D. Boughton
Honorable Members of the Common Council
City Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Danbury Railway Museum lease modification

Dear Mayor and Council Members:

In April of 1996 the city leased the Union Railroad Station on White Street to the Danbury Railway Museum, Inc.. At that time, the possibility of other needs associated with the development of the commuter rail station still existed, and so the lease excluded a room in the northwest corner of the building. Although that room was not covered by the lease, the Museum has been permitted to use this area for its Gift Shop. Recently, I received a request from attorney Jeffrey Heyel who represents the Museum, concerning that space.

Mr. Heyel indicated that the Museum would like to modify their current lease and formalize the existing arrangement by including the entire first floor space in the lease. I have enclosed a copy of the original lease together with a sketch identifying the new area. I have also taken the liberty of forwarding this proposal to the Planning Commission for its review and report as required by Connecticut General Statutes, section 8-24. If you have any questions, please feel free to contact me.

Sincerely,

Eric L. Gottschalk
Assistant Corporation Counsel

cc: William J. Buckley, Jr., Director of Public Works
Richard Palanzo, Superintendent of Public Buildings
Joseph Justino, Planning Commission Chairman



LEASE AMENDMENT

THIS AMENDMENT is made and entered into as of the ___ day of _____, 2002, by and between the **CITY OF DANBURY**, a municipal corporation located in Fairfield County in the State of Connecticut, and organized and existing under and by virtue of the laws of the State of Connecticut, acting herein by Mark D. Boughton, its Mayor, hereunto duly authorized (hereinafter designated as the "City") and the **DANBURY RAILWAY MUSEUM, INC.**, a nonprofit corporation, organized and existing under and by virtue of the laws of the State of Connecticut, acting herein by _____, its _____, hereunto duly authorized (hereinafter designated as the "Museum").

WITNESSETH:

WHEREAS, on April 12, 1996, the City entered into a lease with the Museum with respect to a portion of the former railroad station known as Union Station, located at 128 White Street in Danbury, Connecticut, shown and depicted as the striped area on the attached Schedule A, consisting of 7,000 square feet, more or less; and,

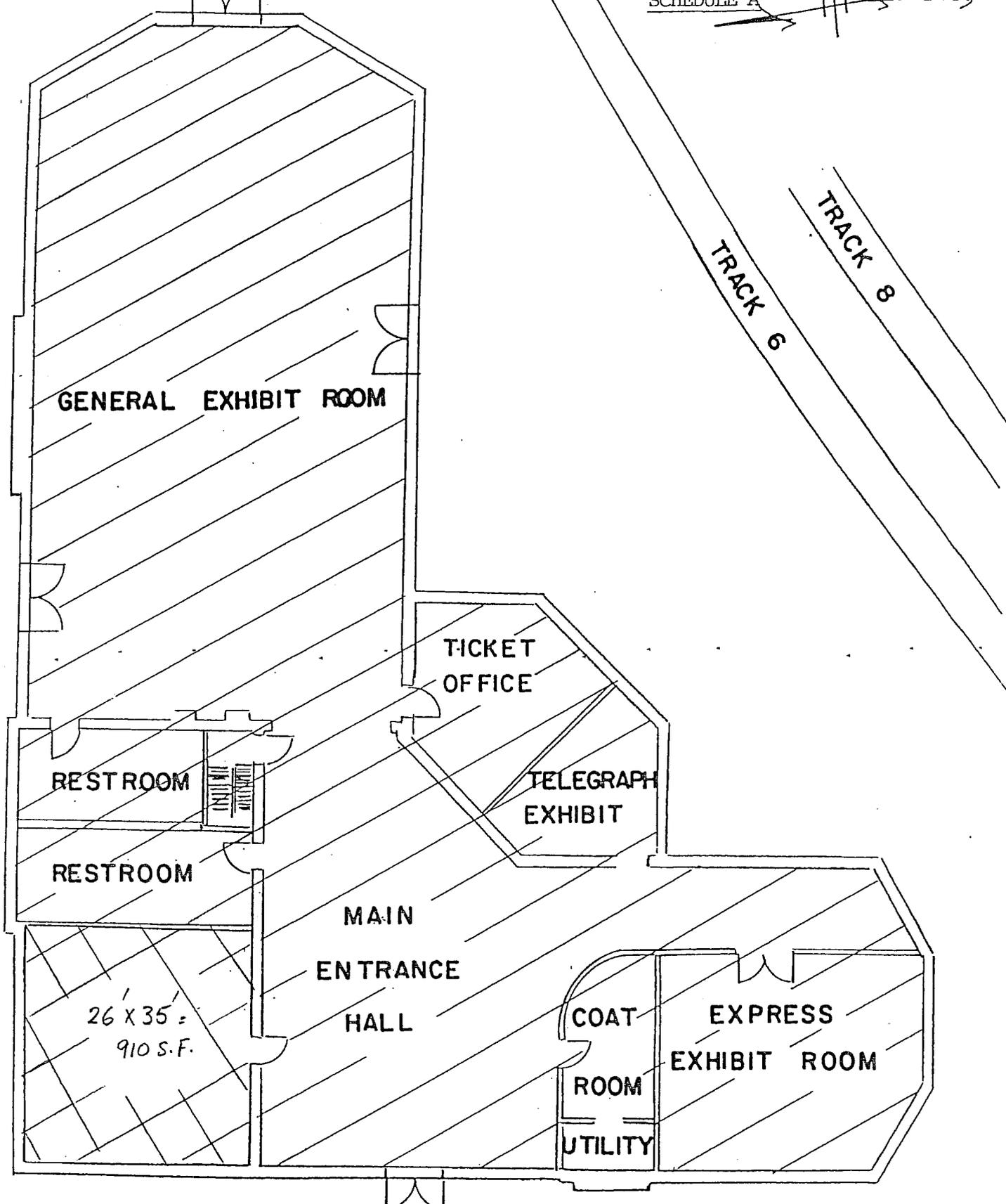
WHEREAS, said lease excluded a portion of the first floor of said Union Station, shown and depicted as the crosshatched area on the attached Schedule A, consisting of 910 square feet, more or less; and,

WHEREAS, the City and the Museum now wish to amend said lease to include all of the first floor, including the area originally excluded from the lease.

NOW THEREFORE, for the mutual covenants herein contained the parties agree as follows:

1. That the original lease, dated April 12, 1996, is hereby amended such that the City shall lease to the Museum all of the first floor of the former railroad station known as Union Station, located at 128 White Street, Danbury, Connecticut, including both the striped and the crosshatched areas shown and depicted on the attached Schedule A, consisting of 7,910 square feet, more or less.
2. That except as specifically provided herein, all other terms and conditions of the agreement shall remain in full force and effect.

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



NOTE: CROSS HATCHED AREA
 910 Sq. Ft +/-
 ADDED BY AMENDED LEASE

STRIPED ORIGINAL LEASE AREA
 7,000 Sq. Ft +/-

**UNION STATION
 RAILWAY MUSEUM LEASE**

NOT TO SCALE

This Indenture,

Made by and between the CITY OF DANBURY, a municipal corporation located in Fairfield County, organized and existing under and by virtue of the laws of the State of Connecticut, acting herein by Gene F. Eriquez, its Mayor, hereunto duly authorized,

Lessor, and the DANBURY RAILWAY MUSEUM, INC., a non-profit corporation, organized and existing under and by virtue of the laws of the State of Connecticut, acting herein by L. Peter Cornwall, its President, hereunto duly authorized,

Lessee, WITNESSETH: That the Lessor has leased, and does hereby lease to the said Lessee

that portion of the former railroad station known as Union Station, located at 128 White Street in Danbury, Connecticut shown and depicted on the attached Schedule A,

for the term of eighteen (18) years and five (5) months, from the first day of April, 1996, for the annual rent of one dollar, together with two (2) successive ten (10) year option periods.

~~for the term of _____ from the _____ day of _____ A.D., 19____,
for the _____ rent of _____ Dollars,
payable in _____ payments of _____ Dollars,
each, to-wit: on the _____ day of _____~~

And the said Lessor covenants with the said Lessee that it has good right to lease said premises in manner aforesaid, and that it will suffer and permit said Lessee (it keeping all the covenants on its part, as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from it or any person claiming by, from or under it.

And the said Lessee covenants with the said Lessor to hire said premises and to pay the rent therefor as aforesaid, that it will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that it will not assign this lease nor underlet a part or the whole of said leased premises, nor make alterations therein, nor use the same for any purpose but that hereinbefore authorized, without written permission from said Lessor but will deliver up the same at the expiration or sooner determination of its tenancy in as good condition as they are now in, ordinary wear, fire and other unavoidable casualties excepted.

Provided, however, and it is further agreed that if the said rent shall remain unpaid ten (10) days after the same shall become payable as aforesaid, or if the said Lessee shall assign this Lease, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized or make any alteration therein without the consent of the Lessor in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same,* then this Lease shall thereupon, by virtue of this express stipulation therein expire and terminate, and the Lessor may, at any time thereafter, re-enter said premises, and the same have and possess as of its former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the 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 is hereby expressly waived by the said Lessee

And it is further agreed between the parties hereto, that whenever this Lease shall terminate either by lapse of time or by virtue of any of the express stipulations therein, the said Lessee hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process.

And it is further agreed that in case the said Lessee shall, with the written consent of the said Lessor endorsed hereon, or on the duplicate hereof, at any time hold over the said premises, beyond the period above specified as the termination of this Lease, then the said Lessee shall 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 said Lessee shall operate to renew this Lease without such written consent of said Lessor

And it is further agreed between the parties hereto, that the Lessee agrees to comply with, and to conform to all the Laws of the State of Connecticut, and the by-laws, rules and regulations of the City and Town within which the premises hereby leased are situated, relating to Health, Nuisance, Fire, Highways and Sidewalks, so far as the premises hereby leased are, or may be concerned; and to save the Lessor harmless from all fines, penalties and costs for violation of or non-compliance with the same, and that said premises shall be at all times open to the inspection of said Lessor its agents, to applicants for purchase or lease, and for necessary repairs.

~~**And it is further agreed** that the said Lessee agrees to pay the water rates, or rent, for all water used and consumed on said leased premises during the term aforesaid, in addition to the rent hereinbefore provided for.~~

And it is further agreed between the parties to these presents, that in case the building or buildings erected on the premises hereby leased shall be partially damaged by fire or otherwise, the same shall be repaired as speedily as possible at the expense of the said Lessor; that in case the damage shall be so extensive as to render the building or demised premises untenable, the rent shall cease until such time as the building shall be put in complete repair; but in the case of the total destruction of the premises, by fire or otherwise, the rent shall be paid up to the time of such destruction and then and from thenceforth this Lease shall cease and come to an end.

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Lessee shall have no claim against Lessor for the value of any unexpired term of said lease.

And Lessee further covenants and agrees that no accumulation of boxes, barrels, packages, waste paper, or other articles shall be permitted in or upon the premises.

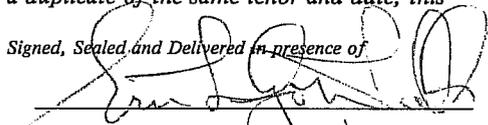
And the Lessee covenants that in the event the Lessor is required to employ an attorney in order to enforce a provision of this lease, the Lessee shall pay a reasonable attorney's fee.

* and shall fail to remedy any such default within seven (7) days of notification from the Lessor so to do,

SEE SCHEDULE B FOR ADDITIONAL PROVISIONS

In Witness Whereof, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this 12th day of April A. D. 1996.

Signed, Sealed and Delivered in presence of



CITY OF DANBURY LS



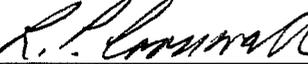
By:  LS

Gene F. Enriquez, its Mayor



DANBURY RAILWAY MUSEUM, INC. LS



By:  LS

L. Peter Cornwall, its President

State of Connecticut, } ss. Danbury
County of FAIRFIELD

On this the 12th day of April, 1996, before me, Eric L. Gottschalk, the undersigned officer, personally appeared

Gene F. Enriquez, Mayor of the City of Danbury, a municipal corporation-
~~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.

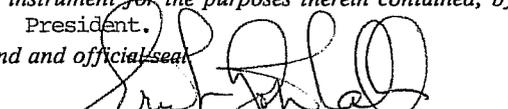

Eric L. Gottschalk
Commissioner of the Superior Court
Title of Officer

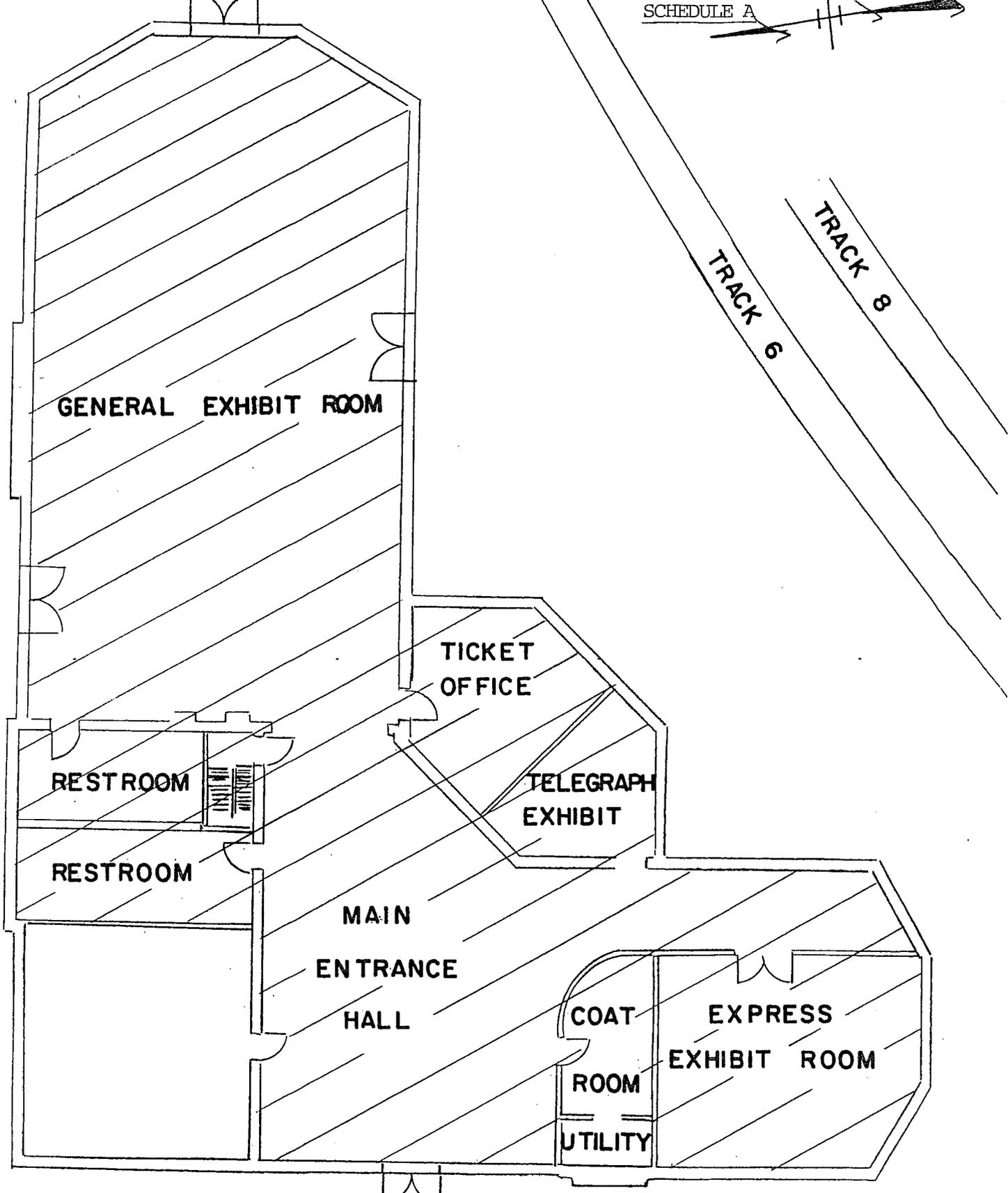
State of Connecticut, } ss. Danbury
County of Fairfield

On this the 12th day of April, 1996, before me, Eric L. Gottschalk, the undersigned officer, personally appeared

L. Peter Cornwall, who acknowledged himself to be the President of Danbury Railway Museum, Inc., a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

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


Eric L. Gottschalk
Commissioner of the Superior Court
Title of Officer



NOTE: CROSSHATCHED
LEASE AREA
7,000 SQ. FT.
MORE OR LESS

UNION STATION
RAILWAY MUSEUM LEASE

NOT TO SCALE

WHITE STREET
↓

SCHEDULE B

ADDITIONAL PROVISIONS

1. USE OF PREMISES: The Lessee agrees to use the premises for the operation of a Railway Museum and related activities. Any other unrelated use is prohibited without the written approval of the Lessor.

2. UTILITIES AND SERVICES: The Lessor agrees to provide sewer and water services as well as snow removal services to the property at no cost to the Lessee and the Lessee agrees to provide and pay for all other utilities and services which it deems necessary or appropriate, including but not limited to electric, telephone, janitorial and refuse removal services. The Lessee specifically agrees to provide sufficient heat to the building at all times to protect it against damage from the elements.

3. CONDITION OF PREMISES: The Lessee represents that it has examined the premises and agrees to accept the premises AS IS. In the event that the Lessee wishes to make any renovations on or alterations to the premises, it shall first submit plans for such renovations or alterations to the Lessor for its review. No such renovations or alterations shall be permitted without the Lessor's prior written approval, the granting of which shall be within the Lessor's sole and exclusive discretion.

The Lessee agrees to assume responsibility for routine maintenance of the premises as well as for all non-structural repairs to both the interior and exterior of the building. The necessity for and adequacy of repairs shall be measured by the standard which is appropriate for improvements of similar construction and class.

4. INSURANCE: During the term of this lease and any extension thereof, the Lessor at its own cost and expense shall keep the building and improvements thereon insured against loss or damage by fire and extended coverage. If the leased premises are totally destroyed by fire or other casualty during the term hereof, then and in that event, this lease shall cease and terminate.

In the event that the premises are partially destroyed by fire or other casualty during the term hereof, which partial casualty affects the enjoyment and occupancy of the leased premises, the Lessee shall give immediate written notice thereof to the Lessor. If said partial destruction or casualty shall amount to less than twenty-five (25) percent of the leased improvements, then and in that event, the Lessor shall cause the leased premises to be repaired as promptly as possible.

In the event that the partial destruction or casualty to the leased premises is more than twenty-five (25) percent, the Lessor in its sole and exclusive discretion shall determine whether or not to repair the premises. In the event that the Lessor decides not to repair the subject premises this lease shall cease and be terminated.

Any fire insurance, business or other casualty insurance desired by Lessee on fixtures, inventory or other property of the Lessee kept or to be kept on said premises shall be obtained at the Lessee's sole expense.

During the term of this lease, the Lessee shall provide at its own expense such comprehensive general liability insurance through a company licensed by the State of Connecticut and acceptable to the Lessor as will protect it and the Lessor from claims for damages for personal injury, including accidental or wrongful death, as well as from claims for property damage which may arise from the Lessee's use of the premises, whether from the actions or inactions of any of the Lessee's officers, agents, employees or business invitees. The limits of said insurance shall be at least One Million (\$1,000,000.00) Dollars (combined) per occurrence, covering both personal injury liability and property damage liability. Insurance policies shall provide for the reinstatement of full coverage following the payment of each and every claim. During the entire term of this lease, the Lessor shall be named as an additional insured on each such policy of insurance. On or before the date of execution of this lease, the Lessee shall provide the Lessor with a certificate of insurance reciting the extent of the Lessee's coverage and providing for not less than thirty (30) days notice of policy cancellation. It is understood and agreed that this lease shall automatically terminate upon the failure of the Lessee to maintain the foregoing insurance through out the term hereof.

5. LESSOR'S ACCESS: The Lessee agrees the the Lessor, its officers and employees, including representatives of the insurance company or companies carrying insurance on the leased premises, shall have the right to enter upon the property at any time for purposes of inspection or to undertake repairs to the building or in an emergency or otherwise to protect and preserve the property of the Lessor. The Lessee agrees to provide keys to the Lessor for any locks controlling access to the building.

6. INDEMNIFICATION: The Lessee agrees that the Lessor shall not be liable for any injury or damage to the property or business of the Lessee caused by water, steam, fire, gases, electricity or the elements. The Lessee further agrees that, except for damages or injuries due to the Lessor's negligence, it will at all times indemnify the Lessor and save it harmless from any and all claims for injury or damage sustained upon the leased premises to persons or property.

7. SUCCESSORS AND ASSIGNS: This lease shall be binding upon the parties hereto, and upon their respective successors, assigns and legal representatives.

8. MODIFICATION: This lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this lease shall be valid and be enforced to the fullest extent permitted by law.

9. HOURS AND DAYS OF OPERATION: The Lessee agrees that the leased premises shall be operated exclusively as a Railway Museum, open to the public. Between April first and November thirtieth of each year the Railway Museum shall be open on a daily basis, not less than five (5) days per week nor less than six (6) hours on each such day. During the remainder of the year, the Railway Museum shall be open not less than two days per week.

10. TERMINATION: Both parties reserve the right to terminate this lease by giving the other party one hundred and eighty (180) days written notice thereof. The Lessee agrees

that upon receipt of such notice it shall immediately arrange to quit possession of said premises within the said one hundred and eighty (180) day period.

11. RECORDING: It shall be the duty of the Lessee to record a copy of this lease in the Danbury Land Records promptly following its execution by both parties.



30

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

October 4, 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: Reliant Aircraft Service, Inc.
Lease of Property with City of Danbury

Dear Mayor and Council:

At your August meeting, you approved a lease for the above referenced fixed based operator. One of the key terms of this lease, the annual rental amount is in error. Although the committee recommending the lease to you (and the full Council on the consent calendar) approved language indicating an annual rent of \$5100.00 plus CPI, the correct rent should have been \$5100.00 **per acre** plus CPI. ((based on Reliant's leased acreage (1.1291 acres) the annual rent should therefore be \$5758.41 (plus CPI)).

We believe that this is what the committee and the Council intended, but was not clear in the minutes and also was not drafted into the lease (cover page of the approved lease is attached together with the proposed, amended lease). It is also consistent with your recent consideration of other, pending Airport leases.

I have contacted Reliant to advise them of this process. Kindly consider approving a motion to re-approve the lease effective November 1, 2002 with the annual amount amended as indicated above.

Thank you for your consideration of this matter.

Very truly yours,

Laszlo L. Pinter,
Assistant Corporation Counsel

Attachments

cc: Dena Diorio, Finance Director
John Ashkar, Chairman Aviation Commission
Paul D. Estefan, Airport Administrator
Wayne Toher, President Reliant Aircraft

Llp/reliantcorrect



LEASE

THIS LEASE made this 1st day of November 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 five (5) years, commencing upon the execution hereof, at an annual rent of Five Thousand One Hundred (\$5,100.00) dollars **per acre** plus CPI, 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 from 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 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 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 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 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 of 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



31

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
OFFICE OF THE CORPORATION COUNSEL

(203) 797-4518
(203) 796-8043 FAX

October 28, 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 Sales
Lease with the City of Danbury/Danbury Municipal Airport

Dear Mayor and Council:

A Council committee, chaired by Councilman Manny Furtado, reported out of committee in this matter, in August, and recommended that the proposed lease with this operator be returned to the Aviation Commission for negotiation.

The Aviation Commission met on this matter on October 21st and arrived at a tentative agreement on a lease, subject to a contingency involving approval from the FAA. This approval (by the FAA) is expected within the month of November and, in order not to lose thirty days' time, it is requested that you **refer this lease matter back to Councilman Furtado's committee** in order that they can meet prior to the end of November (possibly on the 20th or 21st) to act on the Aviation Commission's final recommendation (expected at the Commission's regular meeting on November 19th). In the event such FAA approval is not received when expected, Councilman Furtado's committee can still be able to meet at a date subsequent to the receipt of that approval, and report back to you in either December or January.

It is also requested that the attached, proposed lease **be referred to the Planning Commission**, in order to obtain their review prior to future action by the Common Council.

Please do not hesitate to contact us if you have any questions.

Very truly yours,



Laszlo L. Pinter
Assistant Corporation Counsel

Attachment (amended lease)

cc: Robert J. Yamin, Corporation Counsel
Eric L. Gottschalk, Assistant Corporation Counsel
John Ashkar, Chairman Aviation Commission
Manny Furtado, Councilman
Dena Diorio, Finance Director
Paul D. Estefan, Airport Administrator
Ron Whelan, NEAS
Aviation Commissioners

Lip/neasnewlease

NEW ENGLAND AIRCRAFT SALES

LEASE

THIS LEASE made this day of November 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 SALES**, 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".

W I T N E S S E T H:

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 fifteen (15) years, commencing upon the execution hereof, at an annual rent of Five Thousand One Hundred & 00/100 dollars (\$5,100.00) **per acre** plus annual CPI increases compounded annually and paid in advance. Provided that LESSEE is not in default, there shall be one (1) ten (10) year option 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. LESSEE shall notify LESSOR in writing, within thirty (30) days after the aforementioned 180 days, of its election to renew the lease. If no appraisal exists by that date, or if the parties are unable to agree on a rent for the option period, and the LESSEE has notified LESSOR of its election to renew, then the annual rent for the option period shall be whichever is the higher: (i) an increase of twelve percent (12%) over the annual rent of the last year of the base term including CPI adjustments and continuing with CPI adjustments annually during the option period or (ii) a rent that is equal to the annual rent **per acre**, including any additional charges or annual increases, of the most recent lease executed at Danbury Municipal Airport, prior to the 180 days of the expiration of the base term, for an FBO in the same class as LESSEE.

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, 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. LESSEE will also pay such property taxes as may be assessed by the LESSOR.

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 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.

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 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 SALES. NEW ENGLAND AIRCRAFT SALES 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, 06813. 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.

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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.

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- 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;
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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.

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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, except for rent, 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. It is understood and agreed by and between the parties that any holdover beyond twelve (12) months shall be at double the rent of the last year of the base term including compounded annual CPI adjustments.

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.

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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.

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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 of 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,

STATE OF CONNECTICUT)

) ss: Danbury

COUNTY OF FAIRFIELD)

On this the _____ day of November 2002, before me the undersigned officer, personally appeared _____, 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

32
BENJAMIN V. DOTO, III, P.E.
CONSULTING CIVIL ENGINEER

131 DEER HILL AVENUE
DANBURY, CT 06810

PHONE: 203/743-3424
FAX: 203/743-3588

October 8, 2002

Honorable Warren Levy
Chairman, Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

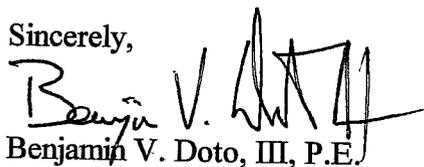
Re: Application for Extension of Sewer and Water Mains
Terre Haute Road, Danbury, CT

Dear Council Members:

Please find enclosed Valley Field Road, LLC's application for the extension of water and sewer mains on Terre Haute Road in Danbury, Connecticut. A map of the proposed extensions is attached for your information.

If you have any questions please do not hesitate to contact me.

Sincerely,


Benjamin V. Doto, III, P.E.

cc: Mr. Ted Haddad, Sr.

COMMON COUNCIL - CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer x

Water X

Name of Applicant: Valley Field Rd., LLC

Address: 28 Huckleberry Hill Rd.

Brookfield, CT 06804

Telephone: 203-775-5107

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

Located at: Terre Haute Rd.

Assessors's Lot No. H18033, H18034, H18035, H18036

Zone: RA-20

Intended Use: Retail Single Family Residential X
 Office Multiple Family Development
 Mixed Use
 Industrial

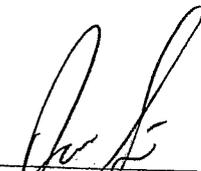
Number of Efficiency Units

Number of 1 Bedroom Units

Number of 2 Bedroom Units

Number of 3 Bedroom Units 4

Total Number of Units 4


SIGNATURE
OCT 18 2002
DATE



33

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

October 30, 2002

Honorable Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Boughton and Common Council Members:

Proposed Sanitary Sewers (Assessment Method)
Old Shelter Rock Road and Woodside Avenue
Project No. 02-26

As per instructions issued at the August 6, 2002 Common Council meeting, preliminary plans and assessments for the above noted sanitary sewer extension were prepared. Preliminary assessment information was mailed to the owners of benefiting properties. Property owners were asked to indicate whether they are in favor of or not in favor of the proposed project.

Enclosed please find a copy of the October 25, 2002 letter sent to me by the City's engineering consultant, Ronald G. Litke, P.E. of Roald Haestad, Inc. This letter summarizes the results of the mail survey in two ways. The first assigns percentages of yes, no and no response returns looking strictly at the number of lots (one lot equals one vote). The second comparison of yes, no and no response returns was done based on lot areas in order to provide another means of evaluating the results. In the past, owners of larger lots (with correspondingly higher projected assessments) have expressed concerns that their votes would be weighted the same as those relative to small lots with significantly lower projected assessments.

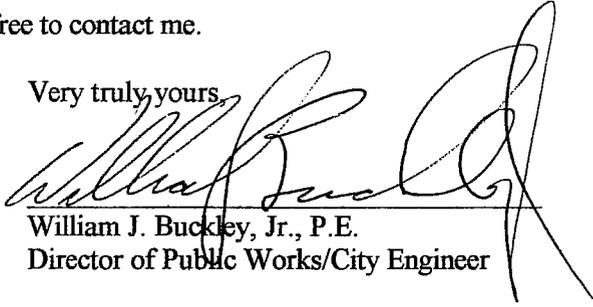
A color coded map showing how the owners of lots that would be served voted (yes, no and no response) has been prepared. The map is available in my office for review before the November Common Council meeting. I will bring the map to the November meeting.

Hopefully, this information will assist you in your deliberations as to whether this sanitary sewer construction project should go forward. If you decide that it should, we will ask our consultant to prepare plans and updated preliminary assessments for a public hearing.



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

Very truly yours,

A handwritten signature in black ink, appearing to read 'William J. Buckley, Jr.', written over a horizontal line. The signature is fluid and cursive, with a long vertical stroke extending downwards from the end.

William J. Buckley, Jr., P.E.
Director of Public Works/City Engineer

Encl.

C: Mario Ricozzi, with encl.
Dena R. Diorio, with encl.

ROALD HAESTAD, INC.
Consulting Engineers

37 Brookside Road, Waterbury, Connecticut 06708
Telephone: (203) 753-9800 FAX: (203) 597-1488

ROALD HAESTAD, P.E., F-ASCE, DEE
RONALD G. LITKE, P.E., M-ASCE
DONALD L. SMITH, P.E., F-ASCE, DEE
SALVATORE LONGO, P.E., M-ASCE

October 25, 2002

RECEIVED
OCT 29 2002
ENGINEERING DEPT.

City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Attention: William Buckley Jr., P.E.
City Engineer/Public Works Director

Re: Proposed Sanitary Sewers
Old Shelter Rock Road and
Woodside Avenue Extension

Gentlemen:

Per your request, we have conducted a survey (by mail) of the proposed owners whose properties could be served by the above-noted sanitary sewer project. A sample of the letter sent to the property owners is attached hereto:

The results of this survey were compiled on October 25, 2002 with the following results:

- a. Comparison of results by lots:
 - In Favor of Sewer Line.....16 (53.3%)
 - Not in Favor..... 4 (13.3%)
 - No Response10 (33.3%)
 - 30 Total lots in survey

- b. Comparison of results by area of lots:
 - In Favor of Sewer Line.....7.255 (59%)
 - Not in Favor.....1.270 (10%)
 - No Response3.752 (31%)
 - 12.277 Total acreage

A copy of the color coded plan and assessment spreadsheet depicting the results of the survey are attached. If you have any questions, please call.

Very truly yours,
ROALD HAESTAD, INC.

By 
Ronald G. Litke, P.E.
Vice President

RGL/cmr
cc: M. Ricozzi (w/encl.)
File 10-559 (w/encl.)



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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

October 24, 2002

Honorable Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Boughton and Common Council Members:

East Ditch Storm Drainage – Easements
Project No. 01-16

Enclosed please find copies of the easement maps and proposed legal descriptions prepared by our department for five more storm drainage easements required for the East Ditch storm drainage project. The easements required are as follows:

- Lots I14402, I14403
I14419, I14420 M.J.A. Realty Associates, Limited Partnership –
permanent easement and temporary construction easements
- Lot I14418 LST Corporation – temporary construction easement
- Lots I14268, I13290 State of Connecticut – permanent easement and
temporary construction easements
- Lot I14269 Yankee Gas Services Co. – permanent easement and temporary
construction easements
- Lot I14271 Redevelopment Agency of the City of Danbury – permanent
easement and temporary construction easement

We would appreciate if you would authorize the Corporation Counsel's office to take the steps necessary to acquire these easements. If you have any questions, please give me a call.

Very truly yours,

William J. Buckley, Jr., P.E.
Director of Public Works/City Engineer

WJB/PAE/pe
Encl.



C: Eric L. Gottschalk, Esq., with encl.

REDEVELOPMENT AGENCY OF THE CITY OF DANBURY

A certain piece or parcel of land containing 506 square feet (0.0116 Acres), more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut at Pahquioque Avenue and Patriot Drive and known as Tax Assessor's Lot No. I14271 (portion of) bounded and described as follows:

Commencing at a point on the northerly street line of Pahquioque Avenue, which point being the southeasterly corner of land herein described and the southwesterly corner of land now or formerly of Yankee Gas Services Company, thence running westerly along the northerly street line of Pahquioque Avenue S. 68° 58' 02" W. a distance of 4.31 feet to a point, thence S. 54° 53' 56" W. a distance of 15.76 feet to a point, thence turning and running northerly through the land of the Grantor the following courses and distances N. 35° 44' 46" E. a distance of 13.20 feet to a point, thence N. 00° 05' 38" W. a distance of 59.82 feet to a point on the northerly boundary line of the Grantor being the southerly boundary line of land now or formerly of Yankee Gas Services Company, thence turning and running easterly along the northerly boundary line of the Grantor S. 89° 48' 44" E. a distance of 6.31 feet to a point, thence turning and running southerly along the easterly boundary line of the Grantor S. 02° 51' 57" E. a distance of 59.98 feet to the point or place of beginning.

Bounded:

Northerly & Easterly : By land now or formerly of the Yankee Gas Services Company.

Southerly : By Pahquioque Avenue.

Westerly : By land of the Grantor.

Together with temporary construction easement located adjacent to and parallel with the westerly line of the said permanent easement as shown on the below referenced map.

For a more particular description reference is made to a map entitled "Map Showing Proposed Easements Through the Land of Redevelopment Agency of the City of Danbury Patriot Drive and Pahquioque Avenue Danbury, Connecticut Scale 1" = 20' Sept. 10, 2002" prepared by the Engineering Department of the City of Danbury and certified substantially correct by Ireneo H. Despojado, P.E.&L.S. No. 12050, which map is to be filed in the Danbury Land Records.

YANKEE GAS SERVICES COMPANY

A certain piece or parcel of land containing 4,409 square feet (0.1012 Acres), more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut at Pahquioque Avenue and known as Tax Assessor's Lot No. I14269 (portion of) bounded and described as follows:

Commencing at a point on the northerly street line of Pahquioque Avenue, which point being the southwesterly corner of land herein described and the southeasterly corner of land now or formerly of the Redevelopment Agency of the City of Danbury, thence running northerly along the westerly boundary line of the Grantor N. $02^{\circ} 51' 57''$ W. a distance of 59.98 feet to a point, thence turning and running westerly along the westerly boundary line of the Grantor N. $89^{\circ} 48' 44''$ W. a distance of 6.31 feet to a point, thence turning and running northerly through the land of the Grantor N. $00^{\circ} 05' 38''$ W. a distance of 103.16 feet to a point on the northerly boundary line of the Grantor being the southerly boundary line of land now or formerly of The State of Connecticut (Railroad Station), thence turning and running easterly along the northerly boundary line of the Grantor N. $79^{\circ} 38' 02''$ E. a distance of 1.33 feet to a point, thence N. $82^{\circ} 06' 32''$ E. a distance of 28.96 feet to a point, thence turning and running southerly through the land of the Grantor S. $00^{\circ} 05' 38''$ E. a distance of 159.35 feet to a point on the northerly line of Pahquioque Avenue, thence turning and running westerly along the northerly street line of Pahquioque Avenue S. $69^{\circ} 03' 08''$ W. a distance of 22.25 feet to the point or place of beginning.

Bounded:

Northerly : By land now or formerly of The State of Connecticut.

Easterly : By the land of the Grantor.

Southerly : By Pahquioque Avenue.

Westerly : By land now or formerly of the Redevelopment Agency of the City of Danbury.

Together with 25 feet wide temporary construction easements located adjacent to and parallel with the easterly and westerly lines of said permanent easement as shown on the below referenced map.

For a more particular description, reference is made to a map entitled " Map Showing Proposed Easements Through the Land of Yankee Gas Services Co. Pahquioque Avenue Danbury, Connecticut Scale 1" = 20' Sept. 10, 2002" prepared by the Engineering Department of the City of Danbury and certified substantially correct by Ireneo H. Despojado, P.E.&L.S. No. 12050, which map is to be filed in the Danbury Land Records.

STATE OF CONNECTICUT

A certain piece or parcel of land containing 6,599 square feet (0.1515 Acres), more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut at Patriot Drive and known as Tax Assessor's Lot Nos. I13290 (portion of) and I14268 (portion of) bounded and described as follow:

Commencing at a point on the southerly concrete retaining wall of the Still River open concrete channel, said point being the northwesterly corner of land herein described, thence running easterly along said concrete retaining wall S. 79° 14' 06" E. a distance of 34.11 feet to a point, thence turning and running southerly through the land of the Grantor the following courses and distances S. 39° 11' 16" W. a distance of 134.79 feet to a point, thence S. 00° 05' 38" E. a distance of 80.52 feet to a point on the southerly boundary line of the Grantor being the northerly boundary line of land now or formerly of the Yankee Gas Services Company, thence turning and running westerly along the southerly boundary line of the Grantor the following courses and distances S. 82° 06' 32" W. a distance of 28.96 feet to a point, thence S. 79° 38' 02" W. a distance of 1.33 feet to a point, thence turning and running northerly through the land of the Grantor the following courses and distances N. 00° 05' 38" W. a distance of 95.39 feet to a point, thence N. 39° 11' 16" E. a distance of 129.26 feet to the point or place of beginning.

Bounded:

Northerly & Easterly : By land of the Grantor.

Southerly : By land now or formerly of Yankee Gas Services Company.

Westerly : By land of the Grantor.

Together with 25 feet wide temporary construction easements located adjacent to and parallel with the easterly and westerly lines of said permanent easements as shown on the below referenced map.

For a more particular description reference is made to a map entitled " Map Showing Proposed Easements Through the Land of The State of Connecticut Patriot Drive Danbury, Connecticut Scale 1" = 20' Sept. 10, 2002" prepared by the Engineering Department of the City of Danbury and certified substantially correct by Ireneo H. Despojado, P.E.&L.S. No. 12050, which map is to be filed in the Danbury Land Records.

**M.J.A. REALTY ASSOCIATES, LIMITED PARTNERSHIP
CENTER STREET AND STATE STREET**

A certain piece or parcel of land containing 11,569 square feet (0.2656 Acres), more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut at Center Street and State Street and known as Tax Assessor's Lot Nos. I14402 (portion of), I14403 (portion of), I14419 (portion of) and I14420 (portion of) bounded and described as follows:

Commencing at a point on the southerly street line of Center Street, which point being the northeasterly corner of the land herein described and said point being 121.82 feet westerly from the northeasterly corner of the land of the Grantor, thence running southerly through the land of the Grantor the following courses and distances S. $16^{\circ} 20' 26''$ E. a distance of 163.63 feet to a point, thence S. $32^{\circ} 09' 28''$ E. a distance of 70.97 feet to a point, thence S. $29^{\circ} 56' 39''$ E. a distance of 142.96 feet to a point on the northerly street line of State Street, said point being 69.82 feet westerly from the southeasterly corner of the land of the Grantor, thence turning and running westerly along the northerly street line of State Street S. $55^{\circ} 20' 00''$ W. a distance of 29.18 feet to the southwest corner of the land of the Grantor, thence turning and running northerly along the westerly boundary line of the Grantor being the easterly boundary line of land now or formerly of LST Corporation N. $31^{\circ} 08' 47''$ W. a distance of 143.00 feet to a point at the northeasterly corner of land now or formerly of LST Corporation, thence turning and running northerly through the land of the Grantor the following courses and distances N. $30^{\circ} 32' 29''$ W. a distance of 76.33 feet to a point, thence N. $16^{\circ} 20' 26''$ W. a distance of 163.24 feet to a point on the southerly street line of Center Street, thence turning and running easterly along the southerly street line of Center Street N. $65^{\circ} 01' 08''$ E. a distance of 30.34 feet to the point or place of beginning.

Bounded:

Northerly : By Center Street

Easterly : By land of the Grantor.

Southerly : By State Street

Westerly : By land now or formerly of LST Corporation and by land of the Grantor,
each in part.

Together with 25 feet wide temporary construction easements located adjacent to and parallel with the easterly and westerly lines of the permanent easement as shown on the below referenced map.

For a more particular description reference is made to a map entitled " Map Showing Proposed Easement Through the Land of M.J.A, Realty Associates, Limited Partnership Center Street & State Street Danbury, Connecticut Scale 1" = 20' Sept. 10, 2002" prepared by the Engineering Department of the City of Danbury and certified substantially correct by Ireneo H. Despojado, P.E.&L.S. No. 12050, which map is to be filed on the Danbury Land Records.

**LST CORPORATION
TEMPORARY CONSTRUCTION EASEMENT**

A 25 feet wide temporary construction easement running along and parallel with the easterly boundary line of land of the Grantor known as Tax Assessor's Lot No. I14418 as shown on the hereafter referenced map.

For a more particular description reference is made to a map entitled "Map Showing Proposed Easement Through the Land of M.J.A. Realty Associates, Limited Partnership Center Street & State Street Danbury, Connecticut Scale 1" = 20' Sept.10, 2002" prepared by the Engineering Department of the City of Danbury and certified substantially correct by Ireneo H. Despojado, P.E.&L.S. No. 12050, which map is to be filed on the Danbury Land Records.



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, pursuant to authorization through the Vision² bond package, is proceeding, through plans and designs, to make necessary improvements to the East Ditch Storm Sewer; and

WHEREAS, as one phase to said proposed improvements, the City will have to obtain five (5) easements from property owners in order to accomplish project goals; and

WHEREAS, the properties to be acquired are described and identified in EXHIBITS A, B, C, D and E attached hereto; and

WHEREAS, said easements will have to be acquired either by negotiation with the property owners or by eminent domain, if such negotiations are unsuccessful; and

WHEREAS, it is in the best interest of the City of Danbury to acquire said rights and proceed with the work required.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Danbury, through the Office of Corporation Counsel, be and hereby is authorized to acquire the easements set forth on EXHIBITS A, B, C, D and E attached hereto, in accordance with procedures established by State law, either by negotiation or eminent domain through the institution of suit against the interested property owners and holders of mortgages encumbering the properties, if any, by May 1, 2003.



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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

October 22, 2002

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

Re: The Maples/Maple Avenue/Joseph DaSilva

Dear Mayor Boughton and Members of the Common Council:

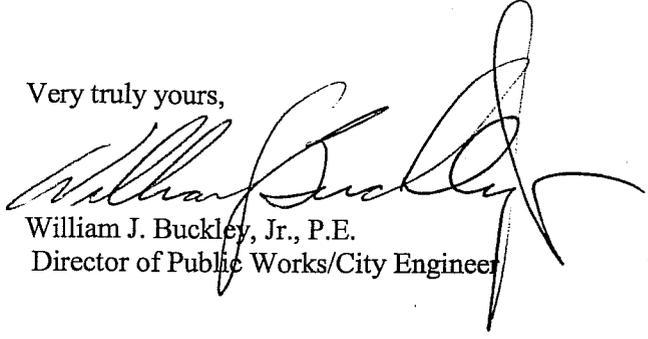
During the construction of The Maples by Mr. Joseph DaSilva on Maple Avenue, we discovered a problem. Mr. DaSilva came to us and informed us that the existing sanitary sewer line which ran through the old Union Avenue and that was part of the City of Danbury collection system, was underneath a 113,000-volt electrical line installed by Connecticut Light and Power. Unfortunately, the electrical line was not shown on the plans that were prepared by Mr. Dasilva's consulting engineer. When the contractor, following proper procedures, called the "call before you dig" number, it was brought to his attention that the 113,000-volt line existed at that location. At that particular time in the construction phase the buildings were substantially complete.

When the project originally went to the Common Council sub-committee for review, comment and approval, it was only sent there for a water extension since, as I have indicated above, the existing sewer lines were already owned by Danbury Public Utilities. The problem occurred when we became aware of the presence of the 113,000-volt line and everyone's reluctance to be digging beneath it. We worked with Mr. DaSilva to modify the proposed plan for connecting to the sanitary sewer line and providing sanitary sewer service to his buildings. This modification required a new sanitary sewer line to be installed. At this time the new sanitary sewer line has been installed, the buildings are connected to it, and Certificates of Occupancy have been issued. Additionally, all of the normal requirements of the eight routine Common Council steps have been followed. What needs to be done at this point is for you, the Common Council, to approve the extension of the sanitary sewer line consistent with the eight steps. As you are aware, this would normally be done at the beginning of a project, but because of the unusual circumstances that I have outlined for you above, we are asking for you to approve the extension at this time.

As always, if you would care to discuss this matter in greater detail, please do not hesitate to contact me directly.



Very truly yours,

A handwritten signature in black ink, appearing to read "William J. Buckley, Jr.", written in a cursive style. The signature is positioned above the typed name and title.

William J. Buckley, Jr., P.E.
Director of Public Works/City Engineer

WJB/com

cc: Eric L. Gottschalk, Esq.
Patricia A. Ellsworth, P.E.
Joseph DaSilva

14-Sept



36

CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

PLANNING & ZONING DEPARTMENT
(203) 797-4525
(203) 797-4586 (FAX)

October 3, 2002

To: Mayor Mark Boughton
Members of Common Council

From: Wayne Skelly, Zoning Enforcement Officer

Re: Common Council Referral- Item 14 - September 6th Agenda

New action has been taken on this matter. Any new questions should be directed to George Sakellares, Esq.

October 30, 2002

To: Mayor Mark D. Boughton
& Members of the Common Council

From: George Sakellares, Assistant Corporation
Counsel Conflicts

Re: Common Council Referral Item Item 14
September 6th Agenda

New action has commenced on this matter. A Cease & Desist Order was mailed to the land owner by Wayne Skelly, Zoning Enforcement Officer.

A reinspection reveals that some but not all of the violations have been corrected.

A Summons and Complaint will be served by a State Marshall on the land owner bringing the matter before a Superior Court Judge to ensure complete compliance with the Order.



17-Sept

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CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
OFFICE OF THE CORPORATION COUNSEL

(203) 797-4518
(203) 796-8043 FAX

September 18, 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: Acceptance of Logans Way – Westville Estate Phase II

Dear Mayor and Council:

Please accept this letter in response to your request for a report on the matter referred to above. The request comes to you from Sal Pandolfi, on behalf of Westville Associates, LLC, seeking to have the City of Danbury accept Logans Way as a City road, together with any easements as necessary. As a general matter, state law and the Danbury Charter authorize the Common Council to grant requests of this kind following referral of the issue to the Danbury Planning Commission for a report.

In addition, a report from the Public Works department (which has been requested) will assist in your consideration of this request. Given favorable reports from the above parties, if you are so inclined to grant this request, we will work with the petitioner to complete the necessary paperwork associated with the transfer(s).

As always, we are ready to make ourselves available to answer any questions that you may have.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

cc: William J. Buckley, Jr., Dir. Public Works/City Engineer
Dennis I. Elpern, Planning Director

j: ltr: road acceptance - Logans Way



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

September 25, 2002

Honorable Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Boughton and Common Council Members:

Acceptance of Logans Way

The August 15, 2002 request from Sal Pandolfi for the Partnership of Westville Associates, LLC that the City accept Logans Way (in Westville Estates Phase II) as a City street was forwarded to our department for a report within 30 days.

Acceptable as-built drawings have been received. Some construction issues remain to be resolved.

We will let you know when the road is ready to be accepted by the City.

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

Very truly yours,

Patricia A. Ellsworth, P.E.
Assistant City Engineer

C: William J. Buckley, Jr., P.E.
Dennis Elpern
Eric L. Gottschalk, Esq.



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

October 8, 2002

Honorable Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Boughton and Common Council Members:

Acceptance of Logans Way

The August 15, 2002 request from Sal Pandolfi for the Partnership of Westville Associates, LLC that the City accept Logans Way (in Westville Estates Phase II) as a City street was forwarded to our department.

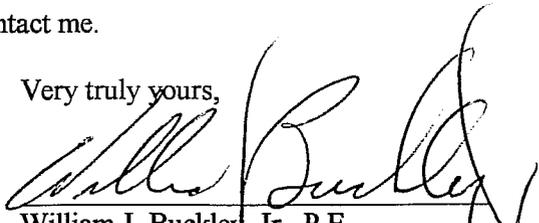
An acceptable mylar as-built drawing has been received.

Construction of the road is generally acceptable subject to the following recommendations:

1. A \$3,500.00 bond is to be provided by the developer to the Highway Department to cover driveway apron work required at Lots 6, 7 and 8.
2. The developer is to provide to the City a letter assuming responsibility for one year for the correction of any problems and repair of any damage that may result from the steep shoulder slope on the westerly side of Logans Way.

It is the recommendation of the Public Works Department that Logans Way be accepted as a City street subject to the two conditions noted above and subject to the submission of acceptable legal documents to the Corporation Counsel's Office.

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

Very truly yours,

William J. Buckley, Jr., P.E.
Director of Public Works/ City Engineer

C: Dennis Elpern
Eric L. Gottschalk, Esq.
Sal Pandolfi



38
Michelle



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

PLANNING & ZONING DEPARTMENT
(203) 797-4525
(203) 797-4586 (FAX)

October 7, 2002

To: Mayor Mark Boughton
Members of Common Council

From: Dennis I. Elpern

Re: Cambodian New Life Evangelical Church
Request to Lease Property, Corner of Maple Avenue and Garamella Boulevard

We have received a request to lease the corner property at Maple Avenue and Garamella Boulevard to the Cambodian New Life Evangelical Church. We understand that the site is approximately .43 acres.

This is not the first time such a request has been made. Our records indicate a similar request occurred in 1988 by a different applicant and another request was made last year when the Church submitted a site plan.

At that time, the ZBA issued a variance reducing the amount of required on-site parking from 65 to 11 with the stipulation that additional parking will be made available at Meeker's Hardware and Omaha Beef under a shared parking agreement.

Previous requests indicate that parking at the corner could accommodate up to 57 spaces, though the prohibition of parking in front yards could reduce that amount by approximately 15 spaces. Additional off-site parking then would still be required.

It should be pointed out that the Church was well aware of the deficiency in on-site parking when they submitted their site plan for approval. This is not a hardship placed upon them by others.

While we do not object to the proposed lease per se, such a use of the property should be weighed against other potential uses (e.g. a small neighborhood park, affordable housing). Even though the request is for a lease of the land rather than its sale, revocation of the lease in the future by the City, once parking has been constructed and put in use, would place the City in the position of creating renewed parking problems for the Church.

Regardless, issues involving access to the site should be resolved prior to approval of a lease agreement to the Church.

c: City of Danbury Planning Commission



16-001
38

CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
OFFICE OF THE CORPORATION COUNSEL

(203) 797-4518
(203) 796-8043 FAX

October 17, 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: Lease of Land on Garamella Boulevard
Council Agenda Item No. 16 (October 2002)

Dear Mayor and Council:

The above referenced item was referred to this office for a report. Prior to preparing our report to you, we reviewed the information and correspondence provided to you through the office of the Director of Public Works, William J. Buckley, under cover of a letter and attachments dated October 4, 2002.

Based on Mr. Buckley's report and recommendation (and consistent with his June 29, 2000 report to you), you may decide to lease this parcel, in accordance with the petitioner's request, subject to the (technical - i.e. plan submittal, curb cuts) issues raised in earlier correspondence, and subject to the negotiation of a lease agreement and a report from the Planning Commission. In that event, we will be happy to commence the appropriate negotiations with the petitioner in accordance with your direction, and return a proposed lease to you for establishment of rent and final approval.

Please note that, in addition to review and report by the Planning Commission, a two-thirds vote of the Council would be required to dispose of or to lease this property.

Please do not hesitate to contact us in the event you have any questions.

Very truly yours,

Laszlo L. Pinter,
Assistant Corporation Counsel

cc: Robert J. Yamin, Corporation Counsel
Eric L. Gottschalk, Assistant Corporation Counsel
William J. Buckley, Jr., P.E. Dir. Public Works/City Engineer
Dennis I. Elpern, Director Planning & Zoning Department

Llp/mapleave





116-0ct

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

October 4, 2002

Honorable Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Boughton and Common Council Members:

Request to Lease Property
Garamella Boulevard and Maple Avenue

At the October 1, 2002 Common Council meeting, the September 24, 2002 request by Sothy Trang, Pastor of the Cambodian New Life Evangelical Church on Maple Avenue to lease City owned land at the corner of Garamella Boulevard and Maple Avenue for parking purposes was forwarded to us for a report within 30 days (reference item 16 of the meeting minutes).

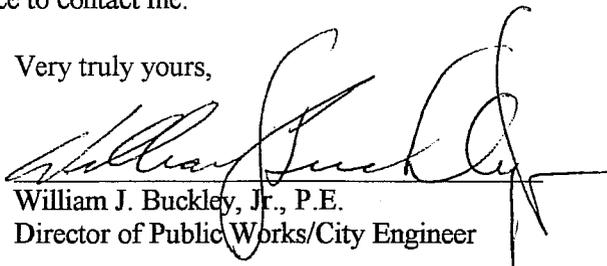
This request is similar to the June 2000 request made by Attorney Ward J. Mazzucco on behalf of the church.

Enclosed please find copies of my June 29, 2000 report to the Common Council and of related backup information we provided relative to Attorney Mazzucco's request. Also enclosed is a copy of the pertinent page from the minutes of the August 1, 2000 Common Council meeting. Item 28 notes that no action was taken by the Common Council on Attorney Mazzucco's request.

The comments of my June 29, 2000 report to the Common Council stand with respect to this current request.

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

Very truly yours,



William J. Buckley, Jr., P.E.
Director of Public Works/City Engineer

Encl.

C: Eric L. Gottschalk, Esq., with encl.
Dennis Elpern, with encl.



Mr. Furtado asked that this be referred to an ad hoc committee, the Director of Public Works and the Corporation Counsel. Mayor Eriquez appointed Council Members Arconti, Smith and Saracino to the committee.

28 – COMMUNICATION – Report regarding offer of Purchase or Lease for Property on Garamella Boulevard

Reports from the Director of Planning, the Corporation Counsel, the Chief of Police and the Director of Public Works regarding an offer to purchase or lease property on Garamella Boulevard. The reports were received on the Consent Calendar and no action taken.

29 – REPORT – Request for Sewer Extension – 83 Newtown Road
Dean Esposito submitted the following report:

The Common Council Committee appointed to review the request for sewer extension on 83 Newtown Road met on July 25, 2000 at 8:00 P.M. in City Hall. In attendance were committee members Dean Esposito and Tom Saadi. Martin Moore was absent. Also in attendance were City Engineer William Buckley and Philip Baumann.

Mr. Esposito asked for an overview of the request. Mr. Baumann explained that he was looking to get a sewer extension to his property to help increase the changes for sale. Working with the adjoining property owner he would get an easement through their property to connect to the City sewer line. After some review, Mr. Buckley said that he saw no problem with this request. With the easement in place, the extension was possible.

Mr. Saadi made a motion to recommend approval of the request for a sewer extension to 83 Newtown Road subject to the normal eight steps and acquisition of the easement. Seconded by Mr. Esposito and passed unanimously.

Mr. McAllister made a motion that the report be received and its recommendations approved. Seconded by Mrs. Saracino. Motion carried unanimously.

30 – REPORT – Request for Sewer and Water Extensions on Shelter Rock Road

Dean Esposito submitted the following report:

The Common Council Committee appointed to review the request for sewer and water extension on Shelter Rock Road met on July 25, 2000 at 7:00 P.M. in City Hall. In attendance were committee members Dean Esposito, Michael Moore and Martin Moore. Also in attendance were City Engineer William Buckley, Attorney Paul Jaber, Tom Gissen of Ginsburg Development and Jeanne Williamson of Consultants and Engineers, as well as Council Members Saadi, Furtado and Basso, ex-officio.

Mr. Esposito asked for an overview of the request. Ms. Williamson gave the committee a detailed description of what was planned for the project regarding sewer and water. Mr. Buckley explained that the Engineering Department has reviewed the request and found it acceptable based on the normal eight steps. He recommended two additional steps. Step Nine – Phasing plan be set with each completed phase to be reviewed and approved by the Public Works Department before a CO is granted. Step Ten – the developer is responsible for the full completion of the sewer line installation to the landfill pump station regardless of any change in the insulation agreement.

Mr. Saadi asked if the new lines could be installed in a way that there may be an addition to them for service to some residents in the area. Ms. Williamson said that an end cap boot could be installed for that purpose. Mr. Furtado asked about the status of the landfill pump station and size of the pipeline to the plant. Mr. Buckley said that the pump station pumps might need to be upgraded to insure adequate flow.

Michael Moore made a motion that the request for sewer and water extensions to Shelter Rock be approved subject to the normal eight steps and the



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PUBLIC WORKS
(203) 797-4537

ACTING DIRECTOR OF PUBLIC WORKS

Memorandum

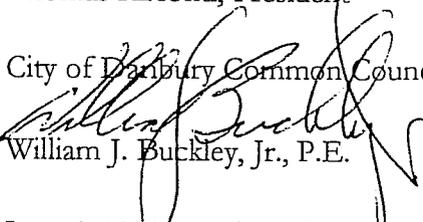
RECEIVED

JUL 03 2000

ENGINEERING DEPT.

Date: June 29, 2000

To: Thomas Arconti, President
City of Danbury Common Council

From: 
William J. Buckley, Jr., P.E.

Re: June 6, 2000 Meeting of the Common Council - Item # 43

Cc: Mayor Gene F. Eriquez Dennis Elpern
Patricia Ellsworth Frank Cavagna
Laszlo L. Pinter

At the June meeting of the Common Council you referred item # 43 to me (vacant land on Garamella Boulevard) for a report. The request was a letter from Attorney Ward Mazzucco to you to allow the Cambodian New Life Evangelical Church to use the area on the corner of Garamella Boulevard and Maple Avenue as a parking lot. Attorney Mazzucco suggests that if you were to approve this, you could do it as a "grant, sale, lease, easement, or other conveyance of an interest" of the City's land for the purpose of constructing a parking lot. According to Mr. Mazzucco, the church needs additional parking in order to gain approval to renovate and occupy its' building at 22 Maple Avenue.

In the way of history, consider the following:

March 1988: John Holbrook requested a lease of the property for parking purposes (Holbrook owned the building where the Cambodian Church is now located). The Common Council recommended that the Corporation Counsel proceed with a lease agreement and required Planning Department/Commission approval and adequate liability insurance.



Nov 1988: Assistant Corporation Council Laszlo Pinter drafted a proposed lease for review.

Dec. 16, 1988: Engineering Department letter to Laszlo Pinter with questions:

1. How will access to parking area be provided?
2. No curb cuts should be allowed on Garamella Boulevard. Engineering recommends that serious consideration be given to curb cuts on Maple.
3. If curb cuts are within 100 Feet of the Maple / Garamella intersection, need approval from Police Chief and Superintendent of Highways.

June 26, 1989: Traffic Engineer Abdul Mohamed memo proposing to locate driveway on Maple Avenue at furthest point from intersection. Engineering would need to determine whether or not acceptable sight distances, pavement markings, signage, turning radius, etc have been achieved.

It appears to me that the lease was never executed. In the lease there are dollar amounts that were determined to be appropriate at that time to be paid to the City for compensation for the lease being executed.

I have enclosed for your information, files, and further reference, copies of the following referenced material:

- Correspondence between Atty. Pinter and Mr. Schweitzer,
- Correspondence between Ms. Ellsworth and Atty. Pinter,
- The proposed lease between the City of Danbury and John D. Holbrook,
- The Common Council minutes and report from January of 1988, and
- Three letters from the Corporation Counsel's office to the legal firm representing John Holbrook.

Additionally, I have enclosed a map of the subject parcel (0.4306 acres in size) and a parking layout on the subject property that was supplied by Attorney Mazzucco.

In conclusion, we in the Public Works Department would have no objection to the City leasing, or selling, this property for purposes of parking. It should be noted that I have observed people playing ball in this area and it does make a nice green area at the intersection location. The ultimate decision for the future use of this property is up to the discretion of the Common Council and we would make ourselves available to provide any additional information to you.

CHIPMAN, MAZZUCCO,
LAND & PENNAROLA, LLC
ATTORNEYS AT LAW

43

DAVID R. CHIPMAN
RICHARD S. LAND
WARD J. MAZZUCCO
FRANCIS G. PENNAROLA
CHRISTINE L. CHIPMAN
COURTENAY L. TISCHER

30 MAIN STREET, SUITE 204
DANBURY, CT 06810-3043
TELEPHONE (203) 744-1929
TELECOPIER (203) 790-5954
WWW.DANBURYLAW.COM

Common Council
City of Danbury
155 Deer Hill Ave.
Danbury, CT 06810

Re. Vacant Land
Garamella Blvd.

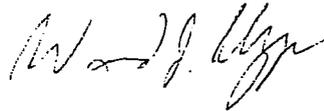
CITY OF DANBURY	
PUBLIC UTILITIES	
Discard Date	_____
Permanent	_____
File Code	_____

Honorable Council Members:

We write on behalf of the Cambodian New Life Evangelical Church. The church is trying to gain approval to renovate and occupy its building at 22 Maple Avenue, but the facility desperately requires additional parking. Therefore, we request you to consider a grant, sale, lease, easement, or other conveyance of an interest in the City's vacant land along Garamella Boulevard on which parking can be constructed. We would be grateful if you could refer this matter to a committee so we can explain and discuss the proposal further.

Thank you.

Very truly yours,



Ward J. Mazzucco

WJM/sjk



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

June 26, 1989

ENGINEERING DEPARTMENT
(203) 797-4641

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

MEMO TO: John A. Schweitzer, Jr., P.E.
City Engineer

FROM: Abdul B. Mohamed
Traffic Engineer

SUBJECT: John Holbrook Development at Garamella Boulevard & Maple Avenue

The submitted plot plan indicating the proposed location of the driveway to serve the above noted development has been reviewed. The following preliminary comments are offered for consideration:

1. Maple Avenue and Garamella Boulevard experience heavy traffic volumes during peak travel times.
2. The proposed development is located within the proximity of a signalized intersection. However, it seems the length of the property frontage along Maple Avenue would allow the locating of the site driveway at the furthest point away from the intersection. The proposal to locate the site driveway on Maple Avenue should therefore be accepted.
3. The developer should be requested to prepare and submit final plans for review and approval. It is recommended that the driveway plan indicate the following:
 - a) Location of the site driveway at the furthest possible point away from the Garamella-Boulevard-Maple Avenue intersection.
 - b) Proposed on-site parking layout.
 - c) Driveway geometric dimensions including sight distances.
 - d) Proposed driveway pavement markings and traffic signage.
 - e) Efficient driveway turning radii into and out of the site.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

December 16, 1988

ENGINEERING DEPARTMENT
(203) 797-4641

JOHN A. SCHWEITZER, JR.
CITY ENGINEER

MEMO TO: Lazlo L. Pinter,
Assistant Corporation Counsel

FROM: John A. Schweitzer, Jr.
City Engineer

SUBJECT: Lease of Property at Maple Avenue and Garamella
Boulevard to John Holbrook

This office has reviewed the proposed lease submitted under cover of your November 3, 1988 memo.

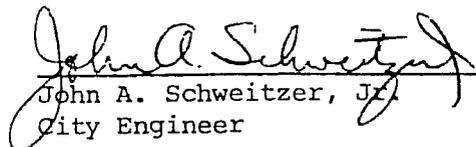
We offer the following comments:

1. No map reference is made. There is no way to verify the acreage included in Schedule A without a map. We recommend that a map be prepared for this lease.

2. How will access to the parking area be provided? No curb cuts should be allowed on Garamella Boulevard and serious consideration should be given to any proposed curb cut on Maple Avenue. If a curb cut is proposed within 100 feet of the Maple Avenue/Garamella Boulevard intersection, a plan showing where the cut will be made must be submitted to the Local Traffic Authority (the Police Chief) and the Superintendent of Highways for approval (by ordinance).

If you have any questions, please give us a call.

Very truly yours,


John A. Schweitzer, Jr.
City Engineer

JAS/PAE/gw
c: Daniel Minahan
Frank Cavagna
Police Chief Macedo



RECEIVED

NOV 9 1988

CITY OF DANBURY

Engineering Dept.

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

PLEASE REPLY TO:

DANBURY, CT 06810

November 3, 1988

MEMO TO: Patricia Ellsworth, Assistant City Engineer

FROM: Laszlo L. Pinter, Assistant Corporation Counsel

RE: Lease of Property at Maple Avenue and
Garamella Boulevard to John Holbrook

Enclosed please find a proposed lease agreement for the above property. The agreement has Schedule A attached. Please review said schedule and provide any commentary which you feel is necessary prior to expected Common Council action on this arrangement at its December, 1988 meeting.

Please note that the Common Council committee met on this matter on February 23, 1988 and recommended that the lease arrangement be prepared and Planning Commission approval obtained, both of which are now in process.

If you have any questions on this, please don't hesitate to call me.



Laszlo L. Pinter

LLP:cr

Enclosure

257-88

✓ 72 - Mr. Eriquez made a motion to add the Report on Property on Maple Avenue and Garamella Boulevard to the agenda. Seconded by Mr. Godfr. Motion carried with Mrs. Butera voting in the negative.

Mr. Moran submitted the following report:

The ad hoc committee appointed to review the request to lease city owned property on Maple Avenue and Garamella Boulevard met on February 23, 1988 at 7:30 P.M. in City Hall. In attendance were committee members Moran, Cresci and Flanagan. Also present were John Holbrook and Attorney Neil Marcus.

Mr. Holbrook and Mr. Marcus gave a presentation using a model of the proposed use of the property. It showed parking spaces, landscaping, etc. They also stated that no building would be constructed on this property.

Mr. Flanagan asked several questions regarding future use of this property for planning purposes. Mr. Cresci asked questions regarding the number of parking spaces that would be available.

Mr. Cresci made a motion that the committee recommend to the Common Council that the Corporation Counsel be authorized to proceed with a lease agreement and that such agreement have the approval of the Planning Department and be resubmitted to the Common Council for acceptance. Seconded by Mr. Flanagan. Motion carried unanimously.

Mr. Godfrey made a motion to accept the report. Seconded by Mr. Esposito. Motion carried unanimously.



RECEIVED

JAN 9 1989

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Engineering Dept.

ROBERT T. RESHA
CORPORATION COUNSEL

PLEASE REPLY TO:

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

January 4, 1989

DANBURY, CT 06810

Francis J. Collins, Esq.
Cutsumpas, Collins, Hannafin,
Garamella, Jaber & Tuozzolo
148 Deer Hill Avenue
P. O. Box 440
Danbury, Connecticut 06810

Re: Lease of Property at Maple Avenue
and Garamella Boulevard to John Holbrook
Your File No. 87-8441-11-F

Dear Fran:

I am in receipt of your letter to me dated December 14, 1988 along with partially executed leases for the above property.

There are three issues which need to be discussed prior to the City's execution of this lease arrangement:

1. Please refer to the comments made by the City of Danbury Engineering Department in its December 16, 1988 memorandum to me. I am more concerned with issue No. 2 and that some form of provision be entered in the lease which would comport with that engineering requirement. If, in fact, there are no curb cuts onto this property, there may be a question as to the ability to utilize same.

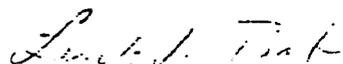
2. It is my understanding that at the March, 1988 Common Council subcommittee meeting the committee intended that some general liability insurance coverage should be provided by your client as to its use of this property. Perhaps an extension of your client's existing liability insurance to cover the City of Danbury might suffice for these purposes.

Francis J. Collins, Esq.
Re: Lease of Maple Avenue Property / Holbrook
January 4, 1989

- 2 -

In the meantime, and until the above issues can be cleared up, I will hold the leases in my file pending your return from vacation so that we may discuss these issues at that time. Please give me a call when you have had an opportunity to review these matters.

Very truly yours,



Laszlo L. Pinter
Assistant Corporation Counsel

LLP:cr

Enclosure

c: Daniel J. Minahan
Director of Public Works

John A. Schweitzer, Jr. ✓
City Engineer

Robert T. Resha, Esq.
Corporation Counsel

Nelson F. Macedo
Chief of Police



RECEIVED

AUG 21 1989

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Engineering Dept

ROBERT T. RESHA
CORPORATION COUNSEL

PLEASE REPLY TO:

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

DANBURY, CT 06810

August 18, 1989

Francis J. Collins, Esq.
Cutsumpas, Collins, Hannafin,
Garamella, Jaber & Tuozzolo
148 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Lease of Property at Maple Avenue and
Garamella Boulevard to John Holbrook
Your File No. 87-8441-11-F

Dear Fran:

I am in receipt of your letter of August 15, 1989 concerning the above matter.

In return, I enclosed what I hope would be the final chapter in preparation for the execution of this lease. The document enclosed is a memorandum from the City's Traffic Engineer to City Engineer John A. Schweitzer, Jr.. Said memo (which I just recently received), is dated June 26, 1989 and in item number 3 outlines what appears to be the final step in this matter. May I suggest that you contact Mr. Mohamed in the City's Engineer Office and discuss what is required concerning that item. It would seem to me that we should be in agreement that item 3 would be complied with prior to the formal execution of the lease.

If you have any questions in the meantime, please give me a call.

Very truly yours,

Laszlo L. Pinter

Laszlo L. Pinter
Assistant Corporation Counsel

LLP:als

c: John A. Schweitzer, Jr., City Engineer

Abdul B. Mohamed, Traffic Engineer

Nelson Macedo, Police Chief



RECEIVED

AUG 7 1989

CITY OF DANBURY

Engineering Dept

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

PLEASE REPLY TO:

August 3, 1989

DANBURY, CT 06810

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

Francis J. Collins, Esq.
Cutsumpas, Collins, Hannafin
Garamella, Jaber & Tuozzolo, P.C.
148 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Lease of Property at Maple Avenue and
Garamella Boulevard to John Holbrook
Your File #87-8441-11-F

Dear Fran:

I received your letter of July 24, 1989 upon my return from vacation on August 2, 1989.

I have not as yet heard from Richard Beck of the Department of Highways concerning his review as indicated to you by letter dated May 31, 1989 from Frank Cavagna Superintendent of Highways. So as not to permit this matter to delay futher than necessary, would you kindly advise me after you have contacted the highway department whether this approval has in fact been obtained. After this is done, we can hopefully proceed to conclude this matter.

In the meantime, I return herewith the bank check in the amount of five hundred dollars(\$500.00) issued December 15, 1988 which was sent in anticipation of the execution of this agreement early on. Inasmuch as the check is now beyond date, a new one can be issued at the time that this matter is finalized.

Should you have any questions in this regard, please do not hesitate to call me.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

LLP:als

c: Richard Beck, Permit Inspector, Highway Dept.
Frank L. Cavagna, Superintendent of Highways

CHIPMAN, MAZZUCCO,
LAND & PENNAROLA, LLC
ATTORNEYS AT LAW

RECEIVED

JUN 22 2000

ENGINEERING DEPT.

30 MAIN STREET, SUITE 204
DANBURY, CT 06810-3043

TELEPHONE (203) 744-1929

TELECOPIER (203) 790-5954

WWW.DANBURYLAW.COM

DAVID R. CHIPMAN
RICHARD S. LAND
WARD J. MAZZUCCO
FRANCIS G. PENNAROLA
CHRISTINE L. CHIPMAN
COURTENAY L. TISCHER

June 21, 2000

CITY OF DANBURY
PUBLIC UTILITIES
JUN 23 2000
Discard Date _____
Permanent _____
File Code _____

Ms. Patricia A. Ellsworth, P.E.
City Engineer
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: Cambodian New Life Evangelical Church

Dear Pat:

I understand that you are working with Bill Buckley to evaluate our request on behalf of the Cambodian New Life Evangelical Church to create parking in a vacant triangle off Garamella Boulevard. The enclosed sketch by the project architect, Raymond W. Martin, may help to show what is intended.

Please call if you have questions.

Very truly yours,


Ward J. Mazzuco

WJM:sm

Enclosure

cc: Mr. William G. Beattie (w/enc)
Mr. Raymond W. Martin, R.A. (w/o enc)
Mr. Mark Kornhaas (w/enc)
Peter A. Scalzo, Esq. (w/enc)

Schedule A

All that certain triangular piece or parcel of land, located on the southwest corner of Maple Avenue and Garamella Boulevard in Danbury, Connecticut, containing approximately 0.6 acres, more or less, and bounded as follows:

NORTHERLY : by Garamella Boulevard;
EASTERLY : by Maple Avenue; and
SOUTHERLY &
WESTERLY : by land of Connrail, so-called.

Validity of Agreement. If any part of this Agreement is against the law, the rest of this Agreement will remain in full force. You have the right to correct any illegal clause to make it comply with the law.

Parties. Both you, the Landlord, and I, the Tenant, are bound by this Agreement. All parties who lawfully succeed to our rights and responsibilities are also bound.

Entire Agreement. All promises you have made are contained in this written Agreement. This Agreement can only be changed by an Agreement in writing and signed by both you and me.

SIGNED AND AGREED TO BY:

Witness:

.....

.....
LANDLORD

.....

.....
TENANT

.....

.....
TENANT

STATE OF CONNECTICUT, COUNTY OF

The foregoing instrument was acknowledged before me this

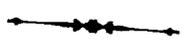
} 88.

day of

, 19

by
(Name(s) of person(s) acknowledging)

.....
Commissioner of the Superior Court



STATE OF CONNECTICUT, COUNTY OF

The foregoing instrument was acknowledged before me this

} 88.

day of

, 19

by
(Name and title of officer or agent)

of
(Name of corporation acknowledging)

a corporation of
(State of incorporation), on behalf of the corporation.

.....
Commissioner of the Superior Court

LEASE



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

PLANNING & ZONING DEPARTMENT
(203) 797-4525
(203) 797-4586 (FAX)

October 7, 2002

To: Mayor Mark Boughton
Members of Common Council

From: Dennis I. Elpern

Re: Cambodian New Life Evangelical Church
Request to Lease Property, Corner of Maple Avenue and Garamella Boulevard

We have received a request to lease the corner property at Maple Avenue and Garamella Boulevard to the Cambodian New Life Evangelical Church. We understand that the site is approximately .43 acres.

This is not the first time such a request has been made. Our records indicate a similar request occurred in 1988 by a different applicant and another request was made last year when the Church submitted a site plan.

At that time, the ZBA issued a variance reducing the amount of required on-site parking from 65 to 11 with the stipulation that additional parking will be made available at Meeker's Hardware and Omaha Beef under a shared parking agreement.

Previous requests indicate that parking at the corner could accommodate up to 57 spaces, though the prohibition of parking in front yards could reduce that amount by approximately 15 spaces. Additional off-site parking then would still be required.

It should be pointed out that the Church was well aware of the deficiency in on-site parking when they submitted their site plan for approval. This is not a hardship placed upon them by others.

While we do not object to the proposed lease per se, such a use of the property should be weighed against other potential uses (e.g. a small neighborhood park, affordable housing). Even though the request is for a lease of the land rather than its sale, revocation of the lease in the future by the City, once parking has been constructed and put in use, would place the City in the position of creating renewed parking problems for the Church.

Regardless, issues involving access to the site should be resolved prior to approval of a lease agreement to the Church.

c: City of Danbury Planning Commission



33-001

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

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PLEASE REPLY TO:

October 9, 2002

DANBURY, CT 06810

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

Re: October Agenda Item #33
Toll Land XVIII, Limited Partnership
Orchid Drive, Lilac Lane, Aster Drive and Ashley Court
Road acceptances

Dear Mayor and Common Council Members:

Please accept this letter in response to your request for a report concerning the matter referenced above. This item involves a request by Toll Land XVIII, Limited Partnership to have the Common Council accept the above referenced roads. As a general matter, state law and the Danbury Municipal Charter authorize the Common Council to grant petitions of this kind following referral of the issue to the Danbury Planning Commission for a report. In order to permit the Council to act on this matter at its next meeting I have taken the liberty of forwarding this petition to the Planning Commission on your behalf.

I note that in addition to referring this request to our office, you also referred the matter to the Director of Public Works. If you are inclined to grant this petition once you have received favorable reports from Public Works and Planning, please do so subject to completion of the necessary paperwork in a form acceptable to this office. As always, we will make ourselves available to answer any questions that you might have.

If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

Eric L. Gottschalk

Assistant Corporation Counsel

cc: Joseph Justino, Planning Commission (w/ enclosure)
Robert Y. Yamin, Corporation Counsel
William J. Buckley, Jr., Director of Public Works



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

October 30, 2002

Honorable Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Boughton and Common Council Members:

Acceptance of Roads in Ridgebury Hills
Orchid Drive, Lilac Lane, Aster Drive and
Ashley Court

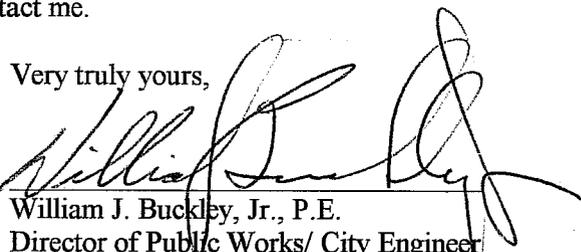
The September 25, 2002 request from Attorney Robin A. Kahn that the City accept the roads in Ridgebury Hills (Orchid Drive, Lilac Lane, Aster Drive and Ashley Court) as City streets was forwarded to our department (reference item 33 of the minutes of the October 1, 2002 Common Council meeting).

Acceptable as-built drawings have been received.

Construction of the road is acceptable.

It is the recommendation of the Public Works Department that these roads be accepted as City streets subject to the submission of acceptable legal documents to the Corporation Counsel's Office.

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

Very truly yours,

William J. Buckley, Jr., P.E.
Director of Public Works/ City Engineer

C: Dennis Elpern
Eric L. Gottschalk, Esq.
Robin A. Kahn, Esq.
Ryan Walter



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

November 5, 2002

Honorable Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Boughton and Common Council Members:

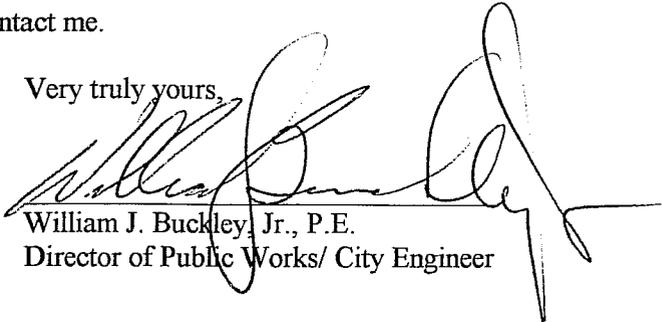
Acceptance of Roads in Ridgebury Hills
Orchid Drive, Lilac Lane, Aster Drive and
Ashley Court

In my October 30, 2002 letter, I recommended that the September 25, 2002 request from Attorney Robin A. Kahn that the City accept the roads in Ridgebury Hills (Orchid Drive, Lilac Lane, Aster Drive and Ashley Court) as City streets (reference item 33 of the minutes of the October 1, 2002 Common Council meeting) be approved.

It is still the recommendation of the Public Works Department that these roads be accepted as City streets subject to the submission of acceptable legal documents to the Corporation Counsel's Office. However, we would like to attach one other condition to the acceptance of these roads. The Public Works Department intends to watch over the upcoming winter several areas where the crown of the road is not as high as City standards require in order to verify that there will be no icing problems. A \$25,000.00 bond is to be placed with the Highway Department to cover road work that may be found to be warranted as a result of conditions that are brought to our attention over the winter. I will recommend the release of the bond when I am comfortable that no unacceptable conditions will occur in the future.

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

Very truly yours,



William J. Buckley, Jr., P.E.
Director of Public Works/ City Engineer

C: Dennis Elpern
Eric L. Gottschalk, Esq.
Robin A. Kahn, Esq.
Ryan Walter





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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

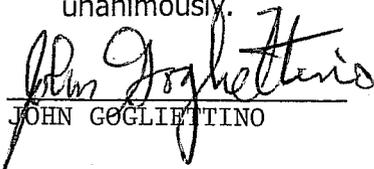
Re: Unauthorized All-Terrain Vehicles at Tarrywile Park

The Common Council Committee appointed to review unauthorized all-terrain vehicles at Tarrywile Park met on September 23, 2002 at 7:25 P.M. in City Hall. In attendance were committee members Dean Esposito, Gogliettino and Scozzafava. Also in attendance were Police Captain Arthur Sullo, Executive Director of Tarrywile Park Sandy Moy, Mark Nolan and other members of the Tarrywile Park Authority.

Dean Esposito asked Ms. Moy for an overview of what was happening at the park. She explained the problems they are having with the power motorbikes and ATVs entering the park at different locations and doing damage to the grounds and hiking trails.

Captain Sullo gave an overview of what he thought the police could do to help, and suggested the park look into a full-time ranger, someone with a police background. This would give the Ranger the power to arrest and fine the individual. He also said he would look into helping the park post signs on its borders. Dean Esposito suggested that those homeowners who live around the Park start a Neighborhood Watch Program. They would call the police if they see anyone entering the park on a motorized vehicle.

Mr. Gogliettino made a motion to recommend that this be referred to the Corporation Counsel to draft an ordinance that would restrict all non-registered motorized vehicles in city parks without permission from the appropriate City departments. Mr. Scozzafava seconded the motion. Mr. Gogliettino asked that the ordinance be patterned after an ordinance entitled "Morgantown" from a list supplied by Captain Sullo. Mr. Scozzafava asked that we apply large fines and look into a three-strike fine process with the third strike being loss of the vehicle. The motion carried unanimously.


JOHN GOGLIETTINO

JOSEPH SCOZZAFAVA

Respectfully submitted,

DEAN ESPOSITO, Chairman



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: **Request to Review Hawthorne Cove Road**

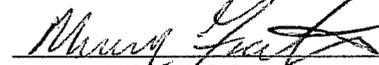
The Common Council Committee appointed to review Hawthorne Cove Road met on September 23, 2002 at 7:50 P.M. in City Hall. In attendance were committee members Dean Esposito and Vincent Nolan. Also in attendance were Assistant Corporation Counsel Eric Gottschalk, Director of Public Works William Buckley, Austin Water, President of Hawthorne Cove Association and other property owners.

Dean Esposito asked Mr. Waterman for an overview of what the property owner's feelings are on the release of \$80,000 that is currently being held in an account for improvements to the road. Mr. Waterman explained that some owners have concerns that the road was still in need of repair, and if the City of Danbury was going to do the work. Mr. Buckley stated that the road has been brought up to City standards with upgrades and drainage and would be maintained on the City schedule in the future. Mr. Buckley also asked that all easements be signed so that they could be recorded on the City land records before the deed is signed over. Mr. Waterman stated that most of the owners were ready to sign the easements over to the City.

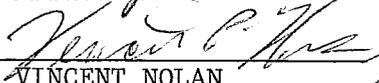
Mr. Nolan made a motion to recommend that the \$80,000 earmarked for Hawthorne Cove road improvements be released and moved to the Highway Department line item for use on other highway projects, and that the deed be signed over after all needed easements are signed and recorded on the City land records. The motion was seconded by Dean Esposito and passed unanimously.

Respectfully submitted,

DEAN ESPOSITO, Chairman



MANNY FURTADO



VINCENT NOLAN



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: Payment of Damages at 60 West Wooster Street

The Common Council Committee appointed to review the request for payment of damages at 60 West Wooster Street met on September 23, 2002 at 6:45 P.M. in Conference Room 3C in City Hall. In attendance were committee members Dean Esposito, Buzaid and Basso. Also in attendance were Assistant Corporation Counsel Eric Gottschalk, Director of Public Works William Buckley and the petitioners, Mr. and Mrs. Russell Newbold.

Dean Esposito asked Mr. Newbold for an overview of what happened and why he feels the City of Danbury should pay for damages. Mr. Newbold explained how he had purchased the home in January of this year, and after doing extensive work to the home, found a drainage problem to the sewer line. After hiring a contractor to determine what happened, and to solve the problem, it was found that the sewer pipe to the main line had been damaged. The contractor felt this might have happened during the installation of a new main pipeline on West Wooster Street. He was asking to be reimbursed for only the cost of repairs to his line. Mr. Buckley stated that the pipe could have been damaged during the installation of the new main without the city contractor knowing. His feeling was that the City and the contractor should bare the cost for reimbursement to the homeowner.

Attorney Gottschalk asked if Mr. Newbold had contacted the contractor or its insurance provider. Mr. Newbold said he did, but at first they did not feel they should pay. After a number of calls to the provider, they determined that they would pay up to 50% of the damages.

Mrs. Basso made a motion to recommend that the City pay the balance of damage costs after all insurance payments, not to exceed \$2,127.00 with payment coming from the Water Fund. Seconded by Dean Esposito and passed unanimously.



EMILE BUZAID

Respectfully submitted,

DEAN ESPOSITO, Chairman

PAULINE BASSO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: **Main Street North Redevelopment Plan**

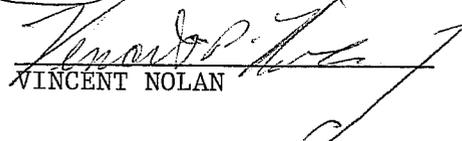
The Common Council Committee appointed to review the Main Street North Redevelopment Plan met on October 28, 2002 at 7:00 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Moore and Buzaid. Also in attendance were Director of Planning Dennis Elpern, Mayoral Aide Michael McLachlan, Robert Talarico from the Bishop Curtis Homes, Associate Corporation Counsel Ray Yamin, Council President Warren Levy, ex-officio and Lynn Waller.

Mr. Moore asked Mr. Elpern to explain the concepts within the plan. Mr. Elpern stated that the area encompasses 1.9 acres and includes eight properties located along Main Street between East Franklin Street and Laurel Gardens. The City has approved bond funds for acquisition of the eight parcels. With the approvals of the Common Council and the Planning Commission, the City will attempt a negotiated acquisition of these parcels. If negotiations were unsuccessful, the City would utilize powers of eminent domain. Eminent domain would require the City to enact the Uniform Relocation Assistance Act.

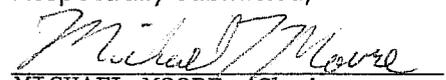
Mr. Moore asked how the fair market value would be established for the parcels. Mr. Elpern said the Redevelopment Agency would seek two independent appraisals. Mr. Elpern review the types of properties encompassed within the project area. He mentioned that the City would sell the land for development once the proposals were received. Housing seems to be the most preferred use of the sites.

Mr. Buzaid made a motion to authorize the Danbury Redevelopment Agency to proceed with the necessary steps to enact the Main Street North Redevelopment Plan, pending the positive recommendation of the Planning Commission. Seconded by Mr. Moore. Motion carried unanimously.


EMILE BUZAID


VINCENT NOLAN

Respectfully submitted,


MICHAEL MOORE, Chairman



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

44

REPORT

November 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: **Sanitary Sewer Assessment – Windaway Road**

The Common Council met as a committee of the whole on October 21, 2002 immediately following a public hearing.

Mr. Buckley stated that this is one property, which is valued at \$19,500. The same formula is used.

Mr. McAllister made a motion to recommend approval of the sanitary sewer assessment on Windaway Road. Seconded by Mr. Nolan. Motion carried unanimously.

Respectfully submitted,


WARREN LEVY, Chairman



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

September 24, 2002

Honorable Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Boughton and Common Council Members:

Sanitary Sewer Extension (Assessment Project)
Windaway Road

At the September 8, 1999 Common Council meeting, the request for a sanitary sewer extension on Windaway Road (west end) was forwarded to our office for a mail survey (reference is made to item 36 of the Common Council September 8, 1999 meeting minutes).

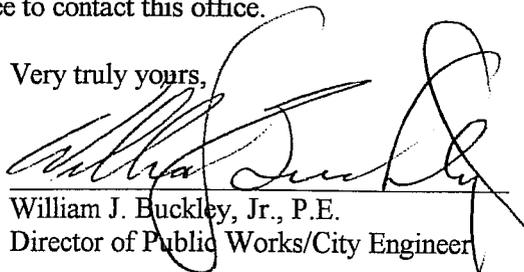
The petition was submitted by one property owner. That property would be the only property served by the presently proposed sanitary sewer extension.

Our office prepared a conceptual plan and a cost estimate for this extension. This estimate was forwarded to the property owner who has indicated that he is in favor of this sanitary sewer extension. A copy of the mail survey letter is enclosed for your reference.

We request that a public hearing for this project be scheduled. If it is determined that this project will go forward, our intent is to include it with the next sanitary sewer project bid by our department.

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

Very truly yours,



William J. Buckley, Jr., P.E.
Director of Public Works/City Engineer

Encl.

C: Dena Diorio, with encl.
Mario Ricozzi, with encl.
David M. Day., P.E.





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

September 23, 2002

Dear Property Owner:

**Proposed Sanitary Sewer
26 Windaway Road**

The Common Council of the City of Danbury has received a request to review the possibility for the extension of sanitary sewer to the above noted section of the City.

Before instructing this office to proceed with the preparation of detailed plans and cost estimates, the Common Council would like to get an idea of just how much interest there is in this proposal.

Based upon preliminary cost estimates, it is estimated that the assessment for the benefits derived by said sewer extension is \$19,500.00 for Lot D16096. Payment of sewer assessments can generally be made over an extended time period, usually in excess of ten years.

Will you please mark your choice on the bottom portion of this letter, detach it and return it in the enclosed self-addressed stamped envelope to the Engineering Department.

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

Very truly yours,

William J. Buckley Jr., P.E.
Superintendent of Public Works/City Engineer

.....
(Detach Here)

- In favor of proposed sewer line.
- Not in favor of proposed sewer line.

Lot Number D16096

Your Name DANIEL COX

Your Address 26 WINDAWAY RD. DANBURY, CT
06810





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

October 7, 2002

Honorable Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Boughton and Common Council Members:

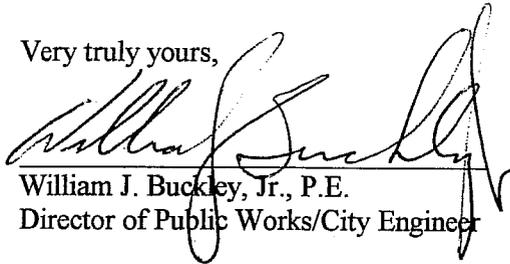
Sanitary Sewer Extensions
Germantown Area Phase II
Preliminary Assessments

Enclosed please find the list of preliminary assessments calculated by our consulting engineer to be levied for the sanitary sewer mains proposed to be installed in the Germantown Area Phase II project (Great Plain Road, Shepard Road, Sandpit Road, Germantown Road, Starr Road, Michaud Road, Deerfield Avenue, Old Newtown Road, and Beaver Brook Road).

Would you please proceed with the arrangements for a public hearing concerning these preliminary assessments.

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

Very truly yours,



William J. Buckley, Jr., P.E.
Director of Public Works/City Engineer

WJB/PAE/pe

Encl. .

C: Dena R. Diorio, with encl.
Eric L. Gottschalk, Esq., with encl.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 7, 2002

Mark D. Boughton
Members of the Common Council

Re: **Preliminary Sewer Assessment – Germantown Area**

The Common Council met as a committee of the whole on October 21, 2002 immediately following a public hearing in City Hall.

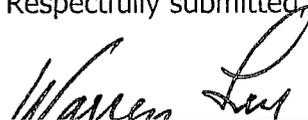
Mr. McAllister made a motion to recommend approval of the preliminary assessments for the Germantown area sewers. Seconded by Mr. Saadi.

Mr. Buckley stated that areas of Great Plain Road, Shepard Road, Sandpit Road, Germantown Road, Michaud Road, Starr Road, Deerfield Avenue, Old Newtown Road and Beaver Brook Road are involved in this project. Not all are connected. These are small extensions. He explained the assessment methodology used as required in the Code of Ordinances.

Mr. Furtado asked if everyone would hook up. Mr. Buckley said he would not force anyone to hook up unless there is a health hazard. John Esposito asked when the project would get under way. Mr. Buckley said it will be bid in the winter and construction should begin in the spring of 2003.

Motion carried with Chris Setaro abstaining.

Respectfully submitted


WARREN LEVY, Chairman

LOT NO.	PROPERTY LOCATION	PROPERTY OWNER(S) & MAILING ADDRESS	GROSS ASSESSED VALUE		AREA		FRONTAGE		UNITS		TOTAL	EXIST USE	COMMENTS
			\$	\$	ACRE	\$	FEET	\$	NO.	\$			
J10177	1 GREAT PLAIN RD	BETSY C. BURTNIK 1 GREAT PLAIN RD DANBURY, CT 06810	\$102,200	\$2,147	0.4500	\$2,571	110.000	\$3,990	3.92	\$2,672	\$11,380.20	Single Fam.	CG-20
J11318	6 GREAT PLAIN RD	JEFFREY S & MARY A TRACEY 6 GREAT PLAIN RD DANBURY, CT 06810	\$113,700	\$2,388	0.3200	\$1,828	108.950	\$3,952	2.79	\$1,902	\$10,070.59	Single Fam.	CG-20 TC 10051
J11319	4 GREAT PLAIN RD	BRUCE J & MARIA A CRUDGINGTON 4 GREAT PLAIN RD DANBURY, CT 06810	\$114,900	\$2,414	0.2200	\$1,257	118.000	\$4,280	1.92	\$1,309	\$9,259.61	Single Fam.	CG-20 Frontage (105+131)/2
J11320	2 GREAT PLAIN RD	FRANCES J HOUGHTALING, C/O PAUL DINTO ELECTRICAL CONT 121 TURNPIKE DRIVE MIDDLEBURY, CT 06762	\$216,600	\$4,550	0.2500	\$1,428	101.500	\$3,682	2.18	\$1,486	\$11,146.19	Commercial	CG-20 Frontage (100+103)/2
J11317	1 SHEPARD RD	STEPHEN P & KIM A BROWN 1 SHEPARD RD DANBURY, CT 06810	\$120,100	\$2,523	0.1800	\$1,028	80.000	\$2,902	1.57	\$1,070	\$7,523.39	Single Fam.	CG-20 TC 830
J11316	SHEPARD RD	BRENDAN T & SHIRLEY M SNIFFIN 5 SHEPARD RD DANBURY, CT 06810	\$32,000	\$672	0.1700	\$971	75.000	\$2,720	1.00	\$682	\$5,045.59	No Bldg.	RA-8 TC 830
J11321	2 SHEPARD RD	SHARON KORZEMKO SOMERS 2 SHEPARD RD DANBURY, CT 06810	\$110,900	\$2,330	0.2300	\$1,314	100.000	\$3,627	2.00	\$1,363	\$8,634.37	Single Fam.	CG-20 TC 830
J11322	4A SHEPARD RD	NELSON O & KELLIE A MINGACHOS 4A SHEPARD RD DANBURY, CT 06810	\$97,000	\$2,038	0.1800	\$1,028	80.000	\$2,902	1.00	\$682	\$6,649.54	Single Fam.	RA-8 TC 830
J11365	40 SANDPIT RD	OSBORNE-MAIN REALTY C/O DEFLUMERI P O BOX 88 DANBURY, CT 06813-0088	\$80,100	\$1,683	0.4800	\$2,742	144.000	\$5,223	4.18	\$2,850	\$12,497.83	Commercial	CG-20 Frontage (177+111)/2
J11366	42 SANDPIT RD	ALICE M GAVAGAN, ATTN: ROBERT GAVAGAN 5 KENDALL TERRACE W DANBURY, CT 06811	\$92,900	\$1,952	0.4100	\$2,343	70.000	\$2,539	3.57	\$2,434	\$9,266.83	Single Fam.	CG-20
J11367	44 SANDPIT RD	MARILYN M MILLER: VENCENT J JR & ROGER E GAVAGAN & ONA-MAE HANCOCK P O BOX 841 DANBURY, CT 06813-0841	\$91,700	\$1,926	0.2900	\$1,657	60.000	\$2,176	2.53	\$1,725	\$7,484.30	Single Fam.	CG-20
J11368	46 SANDPIT RD	ALEXIS M C ARAUJO 46 SANDPIT RD DANBURY, CT 06810	\$87,200	\$1,832	0.2100	\$1,200	60.000	\$2,176	1.83	\$1,248	\$6,455.48	Single Fam.	CG-20
J11369	48 SANDPIT RD	JOSPEH J & KIMBERLY S MCFADDEN 87 DANBURY RD NEW MILFORD, CT 06776	\$78,000	\$1,639	0.2100	\$1,200	60.000	\$2,176	1.83	\$1,248	\$6,262.22	Single Fam.	CG-20
K10040	50 SANDPIT RD	JOHN P & PAULINE M TITA NABBY RD DANBURY, CT 06811	\$76,900	\$1,615	0.2110	\$1,206	61.200	\$2,220	1.84	\$1,254	\$6,295.17	Single Fam.	CG-20 TC 7293
K10041	52 SANDPIT RD	ISEL & LOUIS D GONZALEZ 52 SANDPIT ROAD DANBURY, CT 06810	\$101,100	\$2,124	0.2900	\$1,657	90.000	\$3,264	1.00	\$682	\$7,726.86	Single Fam.	RA-20
K10036	54 SANDPIT RD	DAVID R & NANCY CLARK 30 MAIN ST, STE 203 DANBURY, CT 06810	\$110,700	\$2,325	0.3000	\$1,714	90.000	\$3,264	1.00	\$682	\$7,985.66	Single Fam.	RA-20
K10035	56 SANDPIT RD	ELLEN MARIE COOKE 56 SANDPIT RD DANBURY, CT 06810	\$117,500	\$2,468	0.6000	\$3,428	120.000	\$4,353	1.00	\$682	\$10,930.67	Single Fam.	RA-20
K10034	58 SANDPIT RD	CATHY R WINTER 23 MYRTLE AVE DANBURY, CT 06810	\$79,200	\$1,664	0.2700	\$1,543	60.000	\$2,176	1.00	\$682	\$6,064.39	Single Fam.	RA-20
K10033	60 SANDPIT RD	ELEANOR W FITZGERALD 60 SANDPIT RD DANBURY, CT 06810	\$87,900	\$1,847	0.5500	\$3,142	158.000	\$5,731	1.00	\$682	\$11,401.51	Single Fam.	RA-20

LOT NO.	PROPERTY LOCATION	PROPERTY OWNER(S) & MAILING ADDRESS	GROSS ASSESSED VALUE		AREA		FRONTAGE		UNITS		TOTAL	EXIST USE	COMMENTS
			\$	\$	ACRE	\$	FEET	\$	NO.	\$			
K10021	SANDPIT RD	PAUL J DEWITT 128 E. LIBERTY ST DANBURY, CT 06810	\$84,000	\$1,765	0.4600	\$2,628	134.060	\$4,863	1.00	\$682	\$9,937.04	Single Fam.	RA-20 TC 2392 Frontage (118.96+23.21+25.00+100.95)/2
K10020	80 SANDPIT RD	KATZ CONTRACTING 80 SANDPIT RD DANBURY, CT 06810	\$175,400	\$3,685	0.4600	\$2,628	104.640	\$3,795	4.01	\$2,734	\$12,841.98	Industrial	IL-40 TC 2392
K10075	SANDPIT RD	QUARRY FARMS LLC, C/O G & W MANAGEMENT INC 365 MAIN ST, PO BOX 879 WATERTOWN, CT 06795	\$2,067,300	\$43,428	5.5240	\$31,561	382.070	\$13,858	48.13	\$32,812	\$121,658.62	Commercial	IL-40 TC 9948
K10046	83 SANDPIT RD	YRB ASSOCIATES LLC 67 SANDPIT ROAD DANBURY, CT 06810	\$35,100	\$737	0.5800	\$3,314	149.200	\$5,412	5.05	\$3,443	\$12,905.57	Vacant	IL-40 TC 3726
K10043	73 SANDPIT RD	73 MEDICAL BUILDING LLC, C/O REI PROPERTY MGNT 2A IVES STREET DANBURY, CT 06810	\$2,331,900	\$48,986	3.7120	\$21,208	242.330	\$8,790	32.34	\$22,047	\$101,031.23	Commercial	IL-40 TC 7262
K10047	85 SANDPIT RD	JOHN & LORETTA MCLAUGHLIN 85 SANDPIT RD DANBURY, CT 06810	\$97,900	\$2,057	0.3750	\$2,143	115.500	\$4,189	3.27	\$2,229	\$10,617.73	Single Fam.	IL-40 TC 3726
J11364	GERMANTOWN RD	GERMANTOWN HOSE CO 36 GERMANTOWN RD DANBURY, CT 06810	\$262,100	\$5,506	0.3400	\$1,943	55.000	\$1,995	2.96	\$2,018	\$11,461.34	Commercial	CG-20
J11362	32 GERMANTOWN RD	BLACKMAN ENTERPRISES LLC C/O BLACKMAN SERV INC 32 GERMANTOWN RD DANBURY, CT 06810	\$285,100	\$5,989	0.6200	\$3,542	201.660	\$7,314	5.40	\$3,681	\$20,527.26	Commercial	CG-20 TC 7530
K10032	1 MICHAUD RD	JOSE F & ELIZABETH SOUSA 1 MICHAUD RD DANBURY, CT 06810	\$95,000	\$1,996	0.4610	\$2,634	145.440	\$5,275	1.00	\$682	\$10,586.60	Single Fam.	RA-20 TC 2392 Frontage (172.21+28.45+90.21)/2
K10023	4 MICHAUD RD	NHAN TH DO & QUAN H TROUNG 4 MICHAUD RD DANBURY, CT 06810	\$109,100	\$2,292	0.4880	\$2,788	90.000	\$3,264	1.00	\$682	\$9,026.17	Single Fam.	RA-20 TC 2392
K10022	2 MICHAUD RD	KATZ CONTRACTING 80 SANDPIT RD DANBURY, CT 06810	\$38,200	\$802	0.4820	\$2,754	86.000	\$3,119	1.00	\$682	\$7,357.41	Vacant	RA-20 TC 2392
K10012	33 STARR RD	SANDPIT ROAD LLC C/O JOYCE SCALZO 78 OBTUSE RD S BROOKFIELD, CT 06804	\$43,800	\$920	1.1300	\$6,456	110.280	\$4,000	9.84	\$6,708	\$18,084.52	Vacant	IL-40 TC 2963
K10011	31 STARR RD	RONALD J & NANCY MASI 64 PADANARAM RD DANBURY, CT 06811	\$114,900	\$2,414	0.2430	\$1,388	88.000	\$3,192	3.00	\$2,045	\$9,039.14	3 Family	IL-40 TC 7847
K10010	29 STARR RD	RONALD J & NANCY MASI 64 PADANARAM RD DANBURY, CT 06811	\$157,800	\$3,315	0.2210	\$1,263	87.600	\$3,177	1.93	\$1,316	\$9,070.69	Commercial/ Residential	IL-40 TC 7847
K10009	17-27 STARR RD	DANBURY SPORTS LLC C/O BEAVER BROOK TENNIS 17-27 STARR ROAD DANBURY, CT 06810	\$1,143,500	\$24,021	3.2050	\$18,312	287.000	\$10,410	27.92	\$19,034	\$71,776.83	Commercial	CG-20 TC 5592
K10065	28 STARR RD	TJGHCC ASSOCIATES C/O J & F ASSOC 120-126 FEDERAL RD DANBURY, CT 06811	\$36,300	\$763	0.7900	\$4,514	230.000	\$8,342	6.88	\$4,690	\$18,308.90	Vacant	IL-40
K10066	26 STARR RD	JOSEPH THOMAS BIRO 26 STARR ROAD DANBURY, CT 06810	\$122,800	\$2,580	0.3260	\$1,863	90.000	\$3,264	2.84	\$1,936	\$9,642.78	Single Fam.	IL-40
K10067	24 STARR RD	GEORGE B & ELAINE A HATCH 24 STARR ROAD DANBURY, CT 06810	\$79,400	\$1,668	0.3300	\$1,885	105.060	\$3,811	2.88	\$1,963	\$9,327.45	Single Fam.	IL-40 TC 6978
K10068	18-22 STARR RD	DANBURY AUTOMOTIVE REALTY LLC 102 FEDERAL RD DANBURY, CT 06810	\$117,500	\$2,468	1.8890	\$10,793	323.180	\$11,722	16.46	\$11,221	\$36,204.48	Commercial/ Residential	IL-40 TC 8309

LOT NO.	PROPERTY LOCATION	PROPERTY OWNER(S) & MAILING ADDRESS	GROSS ASSESSED VALUE		AREA		FRONTAGE		UNITS		TOTAL	EXIST USE	COMMENTS
			\$	\$	ACRE	\$	FEET	\$	NO.	\$			
K11154	DEERFIELD AVE	JOAO M DACRUZ & JULIO COITO 175 BRUSHY HILL RD DANBURY, CT 06810	\$32,600	\$685	0.3114	\$1,779	0.000	\$0	2.71	\$1,847	\$4,311.48	Industrial Vacant	IL-40 TC 10570
K11053	15 DEERFIELD AVE	TOM P & THERESA A WOLFRAM 94 GARFIELD AVE DANBURY, CT 06810	\$83,300	\$1,750	0.2800	\$1,600	100.000	\$3,627	2.44	\$1,663	\$8,640.21	Single Fam.	IL-40 TC 229
K11054	13 DEERFIELD AVE	SALVATORE AKA SALVATORE SR LABARBERA 9 DEERFIELD AVE DANBURY, CT 06810	\$110,200	\$2,315	0.4326	\$2,472	150.000	\$5,441	3.77	\$2,570	\$12,797.44	Single Fam.	IL-40 TC 10546
K11057	7 DEERFIELD AVE	THOMAS M & VIRGINIA ST JEAN 7 DEERFIELD AVE DANBURY, CT 06810	\$133,800	\$2,811	0.1487	\$850	50.000	\$1,814	1.29	\$879	\$6,353.32	Commercial/ Residential	IL-40 TC 10547
K11075	2 DEERFIELD AVE	NANCY PITCHER 2 DEERFIELD AVE DANBURY, CT 06810	\$74,400	\$1,563	0.1100	\$628	50.000	\$1,814	1.00	\$682	\$4,686.70	Single Fam.	IL-40
K11076	4 DEERFIELD AVE	JOHN W SIECIENSKI JR 4 DEERFIELD AVE DANBURY, CT 06810	\$74,200	\$1,559	0.1100	\$628	50.000	\$1,814	1.00	\$682	\$4,682.50	Single Fam.	IL-40
K11077	6 DEERFIELD AVE	WILSON A HOYER 7 PADANARAM RD, UNIT 182 DANBURY, CT 06811	\$104,200	\$2,189	0.1100	\$628	50.000	\$1,814	1.00	\$682	\$5,312.71	Single Fam.	IL-40 TC 229
K11078	8 DEERFIELD AVE	WILSON A HOYER 7 PADANARAM RD, UNIT 182 DANBURY, CT 06811	\$23,700	\$498	0.1100	\$628	50.000	\$1,814	1.00	\$682	\$3,621.64	Vacant	IL-40 TC 229
K11079	10 DEERFIELD AVE	DAVID JR. & ELIZABETH GLAHN 10 DEERFIELD AVE DANBURY, CT 06810	\$78,500	\$1,649	0.1100	\$628	50.000	\$1,814	1.00	\$682	\$4,772.83	Single Fam.	IL-40
K11080	12-14 DEERFIELD AVE	STEPHEN T ST JEAN 12 DEERFIELD AVE DANBURY, CT 06810	\$95,700	\$2,010	0.3400	\$1,943	150.000	\$5,441	2.96	\$2,018	\$11,411.57	Single Fam.	IL-40
K11155	DEERFIELD AVE	JOAO M DACRUZ & JULIO COITO 175 BRUSHY HILL RD DANBURY, CT 06810	\$34,700	\$729	0.3303	\$1,887	0.000	\$0	2.88	\$1,963	\$4,579.47	Industrial Vacant	IL-40 TC 10570
K11156	DEERFIELD AVE	JOAO M DACRUZ & JULIO COITO 175 BRUSHY HILL RD DANBURY, CT 06810	\$15,800	\$332	0.1496	\$855	70.710	\$2,565	1.30	\$886	\$4,637.64	Industrial Vacant	IL-40 TC 10570
K12184	5-9 OLD NEWTOWN RD	JOSEPH KAISER, C/O KAISER TRUCK STOP 5 OLD NEWTOWN RD DANBURY, CT 06810	\$188,200	\$3,954	1.5430	\$8,816	273.855	\$9,933	13.44	\$9,162	\$31,864.91	Industrial	IL-40 TC 10527 Frontage (259.53+124.27+ 63.5+100.41)/2
K12185	3 OLD NEWTOWN RD	LINDA LEIGH, ORLANDO OTTAVIO 3 OLD NEWTOWN RD DANBURY, CT 06810	\$99,200	\$2,084	0.4300	\$2,457	74.000	\$2,684	3.75	\$2,556	\$9,781.24	Single Fam.	IL-40
K12186	1 OLD NEWTOWN RD	KATHERINE B PIEDRA 1 OLD NEWTOWN ROAD DANBURY, CT 06810	\$89,900	\$1,889	0.5800	\$3,314	110.000	\$3,990	5.05	\$3,443	\$12,634.91	Single Fam.	IL-40
K12176	42-52 BEAVER BROOK RD	JANET TOMASINI 19 WHISCONIER VILLAGE BROOKFIELD, CT 06804	\$144,400	\$3,033	4.9470	\$28,264	623.625	\$22,620	43.10	\$29,383	\$83,300.11	2 Family	IG-80 TC 9951 Frontage (51.135+22.801+ 37.734+7.972+31.554+35.569+ 42.348+88.694+49.637+ 62.506+168.231+25.444)
K11134	54 BEAVER BROOK RD	JORGE D & FILIPINA D & PETER & PAUL D ALMEIDA 54 BEAVER BROOK RD DANBURY, CT 06810	\$107,700	\$2,262	0.3200	\$1,828	75.000	\$2,720	2.79	\$1,902	\$8,713.13	Single Fam.	IG-80
K11133	56 BEAVER BROOK RD	MARGARET E HRABCASK 56 BEAVER BROOK RD DANBURY, CT 06810	\$261,500	\$5,493	1.0470	\$5,982	114.830	\$4,165	9.12	\$6,217	\$21,857.72	Single Fam.	IG-80 TC 9109
K11132	58 BEAVER BROOK RD	JAMES & ALBERT L SILVESTRI 58 BEAVER BROOK RD DANBURY, CT 06810	\$264,600	\$5,558	1.1390	\$6,508	135.000	\$4,897	9.92	\$6,763	\$23,725.45	Comm./Res.	IG-80 TC 8581

LOT NO.	PROPERTY LOCATION	PROPERTY OWNER(S) & MAILING ADDRESS	GROSS ASSESSED VALUE		AREA		FRONTAGE		UNITS		TOTAL	EXIST USE	COMMENTS
			\$	\$	ACRE	\$	FEET	\$	NO.	\$			
K11131	60 BEAVER BROOK RD	STEPHEN J PADUANO 60 BEAVER BROOK RD DANBURY, CT 06810	\$530,900	\$11,153	1.8460	\$10,547	262.830	\$9,533	16.08	\$10,962	\$42,195.04	Industrial	IG-80 TC 8581
K11136	65 BEAVER BROOK RD	MARVIN E & TARSIA MERRILL 65 BEAVER BROOK RD DANBURY, CT 06810	\$86,000	\$1,807	0.3300	\$1,885	60.000	\$2,176	2.88	\$1,963	\$7,831.70	Single Fam.	IG-80
K11137	67 BEAVER BROOK RD	ROSE P LOSTOCCO 2 JANSEN ST DANBURY, CT 06810	\$84,700	\$1,779	0.2700	\$1,543	60.000	\$2,176	2.35	\$1,602	\$7,100.27	Single Fam.	IG-80
K11138	69 BEAVER BROOK RD	ROSE P LOSTOCCO 2 JANSEN ST DANBURY, CT 06810	\$145,700	\$3,061	0.5200	\$2,971	170.000	\$6,166	4.53	\$3,088	\$15,286.08	Commercial/ Residential	IG-80
K11139	71 BEAVER BROOK RD	ROSE P & JOSEPH R LOSTOCCO & R COTR & ROSE LINDSTRUM 2 JANSEN ST DANBURY, CT 06810	\$103,300	\$2,170	0.1700	\$971	65.000	\$2,358	1.48	\$1,010	\$6,508.59	Single Fam.	IG-80
K11140	73 BEAVER BROOK RD	HENRIQUE AMADO 73 BEAVER BROOK RD DANBURY, CT 06810	\$90,500	\$1,901	0.2900	\$1,657	90.000	\$3,264	2.53	\$1,725	\$8,547.23	Single Fam.	IG-80
K11141	75 BEAVER BROOK RD	PAUL J & ELINOR R WEMITT 75 BEAVER BROOK RD DANBURY, CT 06810	\$90,900	\$1,910	0.2300	\$1,314	50.000	\$1,814	2.00	\$1,363	\$6,400.66	Single Fam.	IG-80 TC 6706
K11142	77 BEAVER BROOK RD	BEAVER BRK UNION CHAPEL 77 BEAVER BROOK RD DANBURY, CT 06810	\$151,800	\$3,189	0.2200	\$1,257	70.000	\$2,539	1.92	\$1,309	\$8,293.74	Commerical	IG-80
K11143	79 BEAVER BROOK RD	AMELIA & JOSEPH LOSTOCCO III 35 WASHINGTON AVE DANBURY, CT 06810	\$232,700	\$4,888	0.7100	\$4,057	70.000	\$2,539	6.19	\$4,220	\$15,703.77	Commercial/ Residential	IG-80
K11144	81 BEAVER BROOK RD	NEW MACHINE COMPANY LLC 81 BEAVER BROOK RD DANBURY, CT 06810	\$226,400	\$4,756	0.6346	\$3,626	60.000	\$2,176	5.53	\$3,770	\$14,327.98	Industrial	IG-80 TC 7371
K11145	83 BEAVER BROOK RD	JOSE F CARREIRA, MARIA J VAZQUEZ 83 BEAVER BROOK RD DANBURY, CT 06810	\$99,800	\$2,096	0.1900	\$1,086	60.000	\$2,176	1.66	\$1,132	\$6,490.01	Single Fam.	IG-80
K12172	34 BEAVER BROOK RD	LOUIS M BADARACCO JR 34 BEAVER BROOK RD DANBURY, CT 06810	\$102,900	\$2,162	0.3900	\$2,228	156.000	\$5,658	3.40	\$2,318	\$12,366.08	2 Family	IG-80
K12173	36 BEAVER BROOK RD	BOPTA KY & BY SEAN 65 COALPIT HILL RD DANBURY, CT 06810	\$118,700	\$2,494	0.3100	\$1,771	50.000	\$1,814	2.70	\$1,841	\$7,918.94	2 Family	Minimum Frontage (50') IG-80
K12174	38 BEAVER BROOK RD	JAMES M & KATHLEEN KELLY 38 BEAVER BROOK RD DANBURY, CT 06810	\$152,300	\$3,199	0.7800	\$4,456	80.000	\$2,902	6.80	\$4,636	\$15,193.32	Commercial	IG-80 TC 7861 Area: Assessor = 0.78 Vision = 0.86
K12175	40 BEAVER BROOK RD	NUNZIO SASSO P O BOX 645 DANBURY, CT 06813	\$144,200	\$3,029	0.6700	\$3,828	78.000	\$2,829	5.84	\$3,981	\$13,667.68	3 Family	IG-80
K12178	63 BEAVER BROOK RD	CITY OF DANBURY SCHOOL 155 DEER HILL AVE DANBURY, CT 06810	\$978,300	\$20,551	2.5504	\$14,572	348.343	\$12,635	22.20	\$15,134	\$62,891.97	Commercial	IG-80 City Survey Map 242 Frontage (304.14+49.535+ 28.81+314.2)/2
K12187	61 BEAVER BROOK RD	MARGARITA RIVERA 61 BEAVER BROOK RD DANBURY, CT 06810	\$93,800	\$1,970	0.2700	\$1,543	63.000	\$2,285	2.35	\$1,602	\$7,400.25	Single Fam.	IL-40
K12188	59 BEAVER BROOK RD	AARON & CHRISTINA ARROYO 59 BEAVER BROOK RD DANBURY, CT 06810	\$75,800	\$1,592	0.2800	\$1,600	62.000	\$2,249	2.44	\$1,663	\$7,104.34	Single Fam.	IL-40
K12189	57 BEAVER BROOK RD	BEAVER BROOK VOL FIRE CO 57 BEAVER BROOK RD DANBURY, CT 06810	\$372,400	\$7,823	1.1415	\$6,522	100.000	\$3,627	9.94	\$6,776	\$24,748.42	Commercial	IL-40 TC 5475
K12190	55 BEAVER BROOK RD	JOSEPH S & DENA M CHELEDNIK 17 WOODSTONE RD RIDGEFIELD, CT 06877	\$157,100	\$3,300	0.3525	\$2,014	99.000	\$3,591	3.07	\$2,093	\$10,997.96	Residential Apartments	IL-40 TC 5475

LOT NO.	PROPERTY LOCATION	PROPERTY OWNER(S) & MAILING ADDRESS	GROSS ASSESSED VALUE		AREA		FRONTAGE		UNITS		TOTAL	EXIST USE	COMMENTS
			\$	\$	ACRE	\$	FEET	\$	NO.	\$			
K12191	53 BEAVER BROOK RD	ROBERT E & ALBERTA J GREELEY 53 BEAVER BROOK RD DANBURY, CT 06810	\$91,900	\$1,931	0.3400	\$1,943	118.000	\$4,280	2.96	\$2,018	\$10,171.06	Single Fam.	IL-40
K12192	51 BEAVER BROOK RD	CLAUDE & ELLEN A SILKMAN P O BOX 8827 NEW FAIRFIELD, CT 06812	\$92,400	\$1,941	1.0390	\$5,936	165.430	\$6,000	9.05	\$6,170	\$20,047.34	2 Family	IL-40 TC 9215
K12193	49 BEAVER BROOK RD	JUDITH J COFFEY 45 BEAVER BROOK RD DANBURY, CT 06810	\$86,300	\$1,813	0.3400	\$1,943	50.000	\$1,814	2.96	\$2,018	\$7,586.96	Single Fam.	IL-40
K12194	47 BEAVER BROOK RD	JUDITH J COFFEY 45 BEAVER BROOK RD DANBURY, CT 06810	\$82,900	\$1,741	0.1700	\$971	50.000	\$1,814	1.48	\$1,009	\$5,535.29	Single Fam.	IL-40
K12195	45 BEAVER BROOK RD	WILLIAM J JR & JUDITH J COFFEY C/O PEMBROKE PUMPING SERVICE 45 BEAVER BROOK RD DANBURY, CT 06810	\$278,100	\$5,842	0.8000	\$4,571	140.000	\$5,078	6.97	\$4,752	\$20,242.45	Commercial/ Residential	IL-40 TC 8096
K12196	43 BEAVER BROOK RD	WILLIAM S COFFEY 45 BEAVER BROOK ROAD DANBURY, CT 06810	\$152,200	\$3,197	5.4920	\$31,378	50.000	\$1,814	47.85	\$32,621	\$69,009.80	Industrial Vacant	Minimum Frontage (50') IL-40 TC 7757
K12199	43 BEAVER BROOK RD	JMW LLC 43 BEAVER BROOK RD DANBURY, CT 06810	\$212,000	\$4,453	1.0690	\$6,108	50.000	\$1,814	9.31	\$6,347	\$18,721.62	Single Fam.	Minimum Frontage (50') IL-40 TC 7757
K12208	21 BEAVER BROOK RD	BEAVER BROOK REALTY COMPANY 17 BEAVER BROOK RD DANBURY, CT 06810	\$76,100	\$1,599	0.5020	\$2,868	60.000	\$2,176	4.37	\$2,979	\$9,622.22	Single Fam.	IL-40 TC 8092
K12207	23 BEAVER BROOK RD	WINFIELD A & PHYLLIS A SHOOK 18 BEAVER BROOK RD DANBURY, CT 06810	\$143,500	\$3,015	0.7500	\$4,285	75.000	\$2,720	6.53	\$4,452	\$14,471.63	Single Fam.	IL-40
K12206	25 BEAVER BROOK RD	JOAQUIM N & IDALINA R TADEU GIL 25 BEAVER BROOK RD DANBURY, CT 06810	\$104,000	\$2,185	0.4300	\$2,457	65.000	\$2,358	3.75	\$2,556	\$9,555.63	Single Fam.	IL-40
K12204	27 BEAVER BROOK RD	SHARON J FREITAS & WALTER OLSON, ETAL 25 OLE MUSKET RIDGE NEW FAIRFIELD, CT 06812	\$89,800	\$1,886	0.1700	\$971	72.000	\$2,612	1.48	\$1,009	\$6,478.21	Single Fam.	IL-40
K12203	29 BEAVER BROOK RD	RAYMOND & ANNETTE SCULLY 29 BEAVER BROOK RD DANBURY, CT 06810	\$93,900	\$1,973	0.2200	\$1,257	65.500	\$2,376	1.92	\$1,309	\$6,914.21	Single Fam.	IL-40 TC 1082
K12202	31 BEAVER BROOK RD	RAYMOND SCULLY, TRUSTEE 29 BEAVER BROOK RD DANBURY, CT 06810	\$91,800	\$1,928	0.2200	\$1,257	65.500	\$2,376	1.92	\$1,309	\$6,870.10	Single Fam.	
K12201	33 BEAVER BROOK RD	CALVIN D WATERS 1 SHELLY RD BETHEL, CT 06801	\$133,800	\$2,811	0.3400	\$1,943	100.000	\$3,627	2.96	\$2,018	\$10,398.36	Single Fam.	IL-40
K12200	35 BEAVER BROOK RD	DAVID JOHNSON 35 BEAVER BROOK RD, 1ST FL. DANBURY, CT 06810	\$120,200	\$2,525	0.3400	\$1,943	100.000	\$3,627	2.96	\$2,018	\$10,112.67	Single Fam.	IL-40
K12198	39 BEAVER BROOK RD	JAMES P MARTINEZ 39 BEAVER BROOK RD DANBURY, CT 06810	\$100,400	\$2,109	0.2600	\$1,485	75.000	\$2,720	2.27	\$1,548	\$7,862.48	Single Fam.	IL-40
K12197	41 BEAVER BROOK RD	JOHN J BURKE 41 BEAVER BROOK RD DANBURY, CT 06810	\$88,500	\$1,859	0.2600	\$1,485	90.000	\$3,264	2.27	\$1,548	\$8,156.57	Single Fam.	IL-40 Frontage Scaled
K12179	43 B BEAVER BROOK RD	STANLEY M GOLDBERG P O BOX 707 NORWALK, CT 06852	\$975,000	\$20,482	3.4950	\$19,968	181.670	\$6,589	30.45	\$20,759	\$67,798.36	Industrial	IL-40 TC 8237
K12157	32 BEAVER BROOK RD	MARTIN & ASUNSION ROSADO R F D BOX 7505 SAN JUAN, PUERTO RICO 00926	\$88,700	\$1,863	0.0430	\$246	85.000	\$3,083	2.00	\$1,363	\$6,555.53	2 Family	IL-40 TC 1076
K12156	30 BEAVER BROOK RD	WILLIAM G TAYLOR 30 BEAVER BROOK ROAD DANBURY, CT 06810	\$69,800	\$1,466	0.1000	\$571	65.000	\$2,358	1.00	\$682	\$5,077.00	Single Fam.	IL-40 TC 1076

LOT NO.	PROPERTY LOCATION	PROPERTY OWNER(S) & MAILING ADDRESS	GROSS ASSESSED VALUE		AREA		FRONTAGE		UNITS		TOTAL	EXIST USE	COMMENTS
			\$	\$	ACRE	\$	FEET	\$	NO.	\$			
K12155	28 BEAVER BROOK RD	JEANNE E CAHILL 28 BEAVER BROOK RD DANBURY, CT 06810	\$75,500	\$1,586	0.1500	\$857	60.000	\$2,176	1.31	\$893	\$5,512.39	Single Fam.	IL-40 TC 1076
K12154	26 BEAVER BROOK RD	EDWARD P & LORRAINE B LANIGAN 26 BEAVER BROOK RD DANBURY, CT 06810	\$85,200	\$1,790	0.2000	\$1,143	60.000	\$2,176	1.74	\$1,186	\$6,294.98	Single Fam.	IL-40
K12153	24 BEAVER BROOK RD	JAMES E & HAZEL L TAYLOR 24 BEAVER BROOK DANBURY, CT 06810	\$79,900	\$1,678	0.2500	\$1,428	60.000	\$2,176	2.18	\$1,486	\$6,769.27	Single Fam.	IL-40
K12152	22 BEAVER BROOK RD	FRANK J, A/K/A FRANK KLECHA 22 BEAVER BROOK RD DANBURY, CT 06810	\$87,100	\$1,830	0.3000	\$1,714	60.000	\$2,176	2.61	\$1,779	\$7,499.34	Single Fam.	IL-40
K12151	20 BEAVER BROOK RD	KENNETH W SHOOK & WINIFRED A SHOOK & PHILLIS SHOOK 18 BEAVER BROOK RD DANBURY, CT 06810	\$102,300	\$2,149	0.3300	\$1,885	60.000	\$2,176	2.87	\$1,957	\$8,167.30	Single Fam.	IL-40 TC 9391
K12205	27A BEAVER BROOK RD	SHARON J FREITAS & WALTER OLSON, ETAL 25 OLE MUSKET RIDGE NEW FAIRFIELD, CT 06812	\$77,500	\$1,628	0.2400	\$1,371	0.000	\$0	2.09	\$1,425	\$4,424.08	Single Fam.	No Street Access IL-40
	TOTALS	TOTALS	\$19,041,300	\$400,000	70.0106	\$400,000	11,027.963	\$400,000	586.74	\$400,000	\$1,600,000.00		

Preliminary Assessment Total \$1,600,000.00



46

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 7, 2002

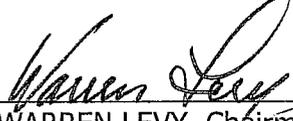
Mayor Mark D. Boughton
Members of the Common Council

Re: **Assistant Director of Finance**

The Common Council met as a committee of the whole on October 21, 2002 immediately following a public hearing in the Common Council Chambers.

Mr. Nolan made a motion to make a favorable recommendation regarding this ordinance. Seconded by Mr. Furtado. Motion carried unanimously.

Respectfully submitted,


WARREN LEVY, Chairman



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

November 7, 2002

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

THAT the Code of Ordinances of Danbury, Connecticut is hereby amended by adding a section to be numbered 2-61, which said section reads as follows:

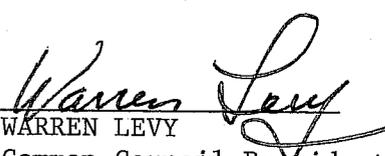
Sec. 2-61. Deputy Corporation Counsel.

There shall be a deputy corporation counsel who shall be appointed by the mayor and confirmed by the common council and who shall devote full time to the office. The deputy corporation counsel shall be an attorney at law admitted to practice in the State of Connecticut. At the request of the mayor or the corporation counsel the deputy corporation counsel shall act on behalf of the corporation counsel and in such instances shall possess all the powers and duties of the corporation counsel. The deputy corporation counsel shall serve until his successor is appointed and the appointment is confirmed.

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 - November 7, 2002
Approved by Mayor Mark D. Boughton - November 8, 2002

ATTEST:


WARREN LEVY

Common Council President



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 7, 2002

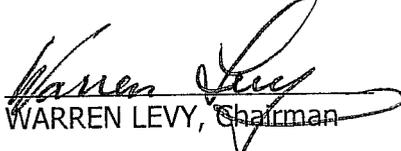
Mayor Mark D. Boughton
Members of the Common Council

Re: **Deputy Corporation Counsel**

The Common Council met as a committee of the whole immediately following a public hearing on October 21, 2002 in City Hall.

Mr. Nolan made a motion to recommend adoption of the ordinance. Seconded by Mr. Furtado. Motion carried unanimously.

Respectfully submitted,


WARREN LEVY, Chairman



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

November 7, 2002

Be it ordained by the Common Council of the City of Danbury:
**Sec. 2-66.3.1 Assistant director of finance; position created; duties; qualification;
Appointment**

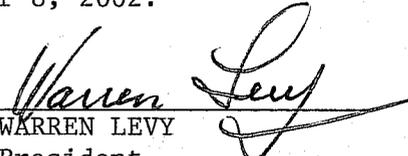
- (a) *Position created.* There is hereby created, within the department of finance, the position of assistant director of finance.
- (b) *Duties.* The assistant director of finance shall assist the director of finance in the administration of the financial affairs for the city. The assistant director of finance shall assist the director in the supervision of the department of finance, in the supervision of the accounting functions of the city and in the maintenance and supervision of the general accounting system for all departments, offices, boards, commissions or agencies of the city.
- (c) *Qualifications.* No person shall be appointed assistant director of finance unless:
- (1) Said person shall have graduated from a four-year college, with a minimum of twenty-four (24) semester hours of major courses in accounting and/or finance or shall possess such other qualifications as shall be deemed sufficiently equivalent by the Director of Finance, in consultation with the Director of Personnel; and
 - (2) Said person shall have had a minimum of three (3) years' experience in the area of municipal accounting or shall have been employed for a period of not less than three (3) years in active participation on municipal audits with a certified public accounting firm; and
 - (3) Said person shall have met all of the qualifications lawfully imposed under the merit system of the city.

The requirements of paragraph (c)(2) hereof may be waived for candidates who are certified public accountants.

(d) *Appointment.* The assistant director of finance shall be appointed by the mayor, subject to the approval of the Common Council.

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 - November 7, 2002
Approved by Mayor Mark D. Boughton - November 8, 2002.

ATTEST: 
WARREN LEVY
President



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 7, 2002

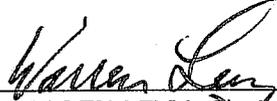
Mayor Mark D. Boughton
Members of the Common Council

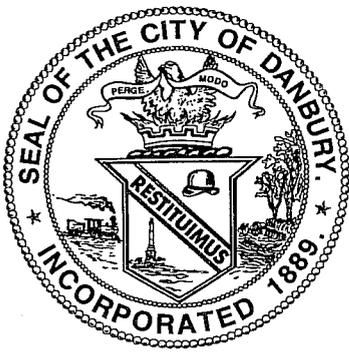
Re: **Use of Sidewalks**

The Common Council met as a committee of the whole on October 21, 2002 immediately following a public hearing in the Common Council Chambers.

Mr. Furtado made a motion to adopt the ordinance. Seconded by Dean Esposito. Motion carried unanimously.

Respectfully submitted,


WARREN LEVY, Chairman



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

November 7, 2002

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

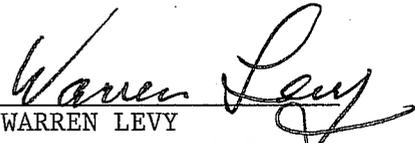
THAT Chapter 12 of the Code of Ordinances of the City of Danbury is hereby amended by adding Section 12-5 which section shall read as follows:

Sec. 12-5. Regulation of bicycles, skateboards and non-motorized wheeled devices.

- (a) *Declaration of policy.* It is hereby found and declared that the presence of persons riding bicycles, skateboards and other motorized or non-motorized wheeled devices upon public sidewalks and walkways endangers public safety and the general health and welfare of the community.
- (b) *General prohibition.* It is hereby declared unlawful to ride or propel any bicycle, skateboard or other motorized or non-motorized wheeled device upon any public sidewalk or walkway in the City of Danbury.
- (c) *Parental liability. General liability.*
 - (1) No parent or legal guardian of a child under the age of sixteen (16) shall authorize or knowingly allow such child to violate the provisions of this ordinance.
 - (2) Whenever a police officer apprehends a child under the age of sixteen (16) violating the provisions of this ordinance, such police officer may issue a citation in accordance with Section 12-34 of the Code of Ordinances to said child by leaving a copy of the written warning with the child's parent or legal guardian.
 - (3) Whenever a police officer apprehends someone sixteen (16) years of age and over violating the provisions of this ordinance, such police officer may issue a citation in accordance with Section 12-34 of the Code of Ordinances to said person.
- (d) *Penalties.* Any person, parent or legal guardian who is found to violate any provision of this ordinance shall be fined fifty (\$50.00) dollars for the first offense and seventy-five (\$75.00) dollars for any additional offense.
- (e) *Authorization to erect signs.* The traffic authority of the City of Danbury is hereby authorized to erect signs prohibiting the activity specified pursuant to the provisions hereof.
- (f) *Exclusion.*
 - (1) Any prohibition or restriction set forth herein shall not apply to any vehicle or device operated by a police officer or other law enforcement or public safety official.
 - (2) Devices operated by persons for the sole purpose of transporting infants and children such as strollers and carriages designed for said purposes; and
 - (3) Devices operated by persons with a disability for the purposes of transportation of said person such as wheelchairs and similar motorized and non-motorized devices designed for that purpose.
- (g) *Interpretation.* No provision of this section shall be interpreted or construed to prohibit speech, expression or conduct protected by the laws of the United States or of the State of Connecticut.
- (h) *Severability.* If any provision of this section or the application thereof shall be held invalid or unenforceable, the remainder of this section or the application of such terms and provisions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision hereof shall be deemed valid and be enforced to the fullest extent permitted by law.

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 - November 7, 2002
Approved by Mayor Mark D. Boughton - November 8, 2002

ATTEST: 
WARREN LEVY
Common Council President

ORDINANCE

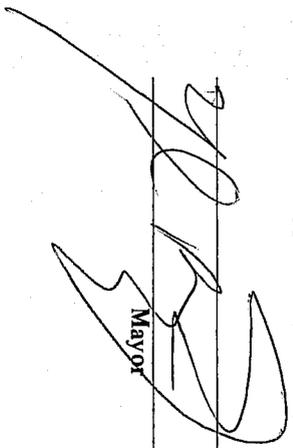
COMMON COUNCIL

No. _____

Ordinance _____

Adopted by the Common Council

Approved by the Mayor:



Mayor



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: **Blight Ordinance**

The Common Council met as a committee of the whole immediately following a public hearing on October 21, 2002 in the Common Council Chambers.

Mr. Nolan made a motion to adopt the Blight Ordinance. Seconded by Mr. Furtado.

After a discussion regarding warrant and entering private property, Attorney Gottschalk stated that under the fourth amendment search and seizure clause of the constitution, courts have expressed concern without a warrant. They would have to get an administrative warrant, not eliminating other applicable law. Any inspector would follow legal and proper avenues and protect the health, safety and welfare of people.

Mr. Saadi said that we have debated how this is worded. It is limited by the fourth amendment. If we were to add language that would clarify the concerns, would it require another public hearing? Attorney Yamin said he does not think this would have to go back to a new public hearing. He stated that he does not want to limit this to vacant. Under Sec. 10-83(b) in the first line after the word property, the words "in accordance with all applicable law" could be added.

Mr. Saadi made a motion to amend the ordinance by adding "in accordance with all applicable law". Seconded by Mr. Nolan. Motion to amend carried unanimously. Main motion, as amended, carried with Dean Esposito voting in the negative.

Respectfully submitted,


WARREN LEVY, Chairman



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

November 7, 2002

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

THAT Chapter 10 of the Code of Ordinances of the City of Danbury is hereby amended by adding an Article, to be designated Art. VI, and adding Section 10-81 through 10-88, which said Article and sections shall read as follows:

ARTICLE VI. PREVENTION OF HOUSING BLIGHT

Sec. 10-81. Declaration of Policy.

- (a) This Article is enacted pursuant to the enabling provisions of Connecticut General Statutes Section 7-148(c)(7)(H).
- (b) It is hereby found and declared that there exist within the City of Danbury, real properties which contain vacant, abandoned or blighted buildings and the existence of said buildings contributes to the decline of City neighborhoods. It is further found that the existence of such vacant, abandoned or blighted buildings adversely affects the economic well being of the City and is inimical to the health, safety and welfare of the residents of the City of Danbury. It is further found that many of the vacant, abandoned or blighted buildings can be rehabilitated, reconstructed, demolished or reused to provide decent, safe, sanitary housing or commercial facilities, and that such rehabilitation, reconstruction, demolition or reuse would eliminate, remedy and prevent the adverse conditions described.
- (c) It is hereby further found that while certain and other administrative remedies presently exist to remediate serious housing deficiencies, including blighted conditions, the adoption of this ordinance has been enabled by State law to permit the remediation of specific and unacceptable housing conditions deemed by the City as blighted.

Sec. 10-82. Definitions.

- (a) *Blighted Premises* shall mean any building or structure or any portion of said property that is defined by one or more of the following definitions:
 - (1) It is determined by the City that existing conditions pose a serious or immediate danger to the community (i.e. a life threatening condition or a condition which puts at risk the health or safety of citizens of the City;
 - (2) It is not being maintained; the following factors may be considered in determining whether a structure or building is not being maintained; missing or boarded windows or doors; a collapsing or missing wall; sagging or collapsed roof or floor; siding that is seriously damaged or missing; fire damaged; a foundation that is seriously damaged or missing; a foundation that is structurally faulty; or garbage, trash or abandoned cars situated on the premises;
 - (3) It is becoming dilapidated or unsafe, as determined by the Building Official;
 - (4) It has attracted illegal activity, as determined by the Chief of Police;
 - (5) It is a fire hazard, as determined by the Fire Marshall;
 - (6) It is a factor in materially depreciating property values in the immediate neighborhood because of its poorly maintained condition;



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

- (7) It is a factor creating a substantial and unreasonable interference with the reasonable and lawful use and enjoyment of other space within the building or structure or of other premises within the neighborhood;
- (8) It constitutes a health or sanitary problem, as determined by the Health Director.
- (b) *Blighted* shall mean deteriorated, in a state of ill repair, filthy, decaying.
- (c) *Dilapidated* shall mean any building or structure or part thereof that would not qualify for a certificate of use and occupancy or which is deemed an unsafe structure, and any dwelling or unit which is designated as unfit for human habitation as defined in the State Building Code or the Code of the City of Danbury.
- (d) *Vacant* shall mean a building or structure which has been unoccupied for a period of sixty (60) days or longer, during which the building or portion thereof is not legally occupied. Pursuant to the provision of this ordinance, enforcement action may proceed without regard to a period of vacancy whenever any unoccupied building attracts criminal activity, is a health risk because of trash disposal or other condition, is blighted, or otherwise falls within the condition generally described in section 10-81 hereof.
- (e) *Abandoned* shall mean a dwelling or unit which, by any observation has been relinquished and is vacant.
- (f) *Legal occupancy* shall mean occupancy that is legal by virtue of compliance with the State Building Code, State Fire Safety Code, local zoning, local housing and all other pertinent codes pertaining to housing, and which habitation shall be substantiated by a deed, bona fide lease agreement, rent receipt or utility statement.
- (g) *Neighborhood* shall mean an area of the City comprised of all premises or parcels of land any part of which is within a radius of 800 feet of any part of another parcel or lot within the City limits.
- (h) *Unit* shall mean any space within a building that is or can be rented by or to a single person or entity for his or its sole use, and is intended to be a single and distinct space.

Sec. 10-82. Prohibition against creation or maintenance of a blighted premises.

No person, firm or corporation, including any owner, or tenant under contract of maintenance, of real property in the City of Danbury shall cause or allow blighted premises to be created, nor shall any such individual or entity allow the continued existence of blighted premises.

Sec. 10-83. Blight Inspector.

- (a) There shall be within the office of the City of Danbury building official a blight inspector who shall, unless otherwise provided, have the overall responsibility for the enforcement of the provisions of this Article and shall cause regular inspections to be made of all blighted premises.
- (b) The blight inspector is authorized to enter upon private property, in accordance with all applicable law, between 8AM and 5PM Monday through Friday any premises which has been determined by preliminary observation to be in violation of the provisions hereof.



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

- (c) The blight inspector shall report directly to the building official and to the mayor.

Sec. 10-84. Creation and Certification of list of blighted properties.

- (a) Immediately upon enactment of this ordinance, the mayor shall require all department heads to provide a list of real properties they are aware of that appear to be blighted to the blight inspector and to the building official.
- (b) Within thirty (30) days of the receipt of said list the blight inspector shall, utilizing the criteria established in section 10-82 hereof, compile a list of blighted premises. The blight inspector shall, as new information is reported, review and update the list.

Sec. 10-85. Owner Notification, enforcement and hearing.

- (a) Once the list of blighted properties has been generated, the blight inspector shall issue written orders to the owners of such blighted premises notifying them of the specific violation(s) by mailing a notice to the owner by certified mail, return receipt requested, to the last known address of the owner, or, in the case of an unidentified owner or one whose address is unknown, by publishing a notice in a daily or weekly newspaper having a general circulation within the community, stating that the property is cited for blight and, if applicable, whether the property has been determined to be abandoned.
- (b) Said written order from the Blight Inspector shall direct the owner to remediate the blighted premises in a manner and within the time specified in said order. If such remediation does not occur within the time frame and in the manner specified, the blight inspector is authorized to assess a \$100.00 fine, or that maximum fine permitted by statute, for each day of non compliance, and shall also notify the owner that the City shall remediate the blight and assess the owner of the property for all costs associated with such remediation.
- (c) In the event of non compliance and/or City remediation of the subject property, the blight inspector shall issue a notice, together with invoice to the owner/violator demanding payment of all accrued fines and costs of remediation. Further action to collect fines and/or costs shall be in accordance with procedures set forth in Section 12-35 of the Code of Ordinances pertaining to enforcement, appeals and hearing.

Sec. 10-86. Authority for fines; enforcement, appeal and hearing procedure; lien on property.

- (a) In accordance with authority set forth in Connecticut General Statutes section 7-148(c)(7)(H) as may be amended from time to time, a fine of one hundred (\$100.00) dollars is prescribed for each day of violation, the period of such violation being deemed to commence in accordance with section 10-85 hereof.
- (b) The collection of fines imposed and costs assessed shall be subject to the appeal and hearing procedure set forth in Section 12-35 of the Code of Ordinances of the City of Danbury.
- (c) In accordance with authority set forth in Connecticut General Statutes section 7-148aa, may be amended from time to time, any unpaid fine imposed pursuant to the provisions of this Article shall constitute a lien upon the real estate against which the fine was imposed from the date of such fine. Each such lien may be continued, recorded and released in the manner provided by law and shall take precedence over all other liens filed after July 1, 1997, and encumbrances, except taxes, and may be enforced in the same manner as property tax liens.



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

Sec. 10-87. Consistency with other enforcement methods.

This Article is intended to be enforced and applied in a manner consistent with other, available administrative remedies for the enforcement of housing blight but is not intended to be exclusive of such other remedies, penalties or enforcement actions which may be available to the City.

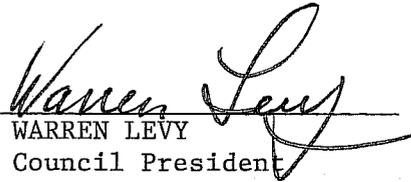
Sec. 10-88. Severability

If any provision of this Article or the application thereof shall be held invalid or unenforceable, the remainder of this Article, or the application of such terms and provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof shall be deemed valid and be enforced to the fullest extent permitted by law.

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 - November 7, 2002
Approved by Mayor Mark D. Boughton - November 8, 2002

ATTEST:


WARREN LEVY

Council President



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

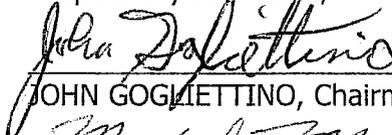
Re: **Request for Sewer Extension – 9 Forest Avenue**

The Common Council Committee appointed to review the request for sewer extension at 9 Forest Avenue met on October 30, 2002 at 7:40 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Gogliettino and Dittrich. Also in attendance was Council President Warren Levy, ex-officio.

Mr. Gogliettino noted the positive recommendation of the Planning Commission.

Mr. Dittrich made a motion to approve the extension subject to the standard eight steps. Seconded by Mr. Gogliettino. Motion carried unanimously.

Respectfully submitted,



JOHN GOGLIETTINO, Chairman



MICHAEL MOORE



CHRISTIAN DITTRICH



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: **Request for Water Extension – Lakeview**

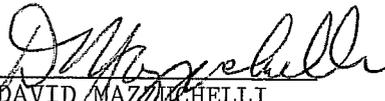
The Common Council Committee appointed to review the request for water extension for the Lakeview Community met on October 16, 2002 in the Third Floor Caucus Room in City Hall. In attendance were committee members Kelly, Mazzuchelli and Basso. Also in attendance were Director of Public Works William Buckley and the petitioner, Keith Jensen.

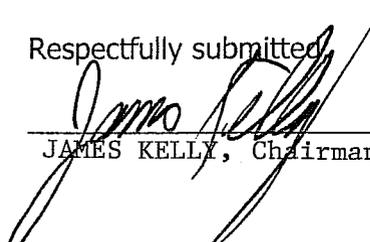
Mr. Kelly noted the positive recommendation of the Planning Commission. Mr. Buckley stated that, in August, the Common Council approved the request for sewer extension through assessment methodology. This request is for water to be extended throughout the community. The community has water mains and one meter. Now Mr. Jensen wants to run City mains and meter each housing unit. He wants to do that through the assessment methodology. The City would design the water line at the same time they do the sewer. They would be bid at the same time. Mr. Jensen is the only petitioner.

Mr. Buckley stated that he feels that the State would encourage Mr. Jensen to get out of the water business and to do it as Mr. Jensen is requesting. Mr. Buckley said he would have 200 meters, but Mr. Jensen would pay all the bills. He is picking up the cost of this and he will get fire coverage. Mr. Buckley stated that he would recommend that the committee authorize going forward with a survey. Mr. Mazzuchelli asked if there was a combination cost? Mr. Buckley said they would be priced separately. The price will be the actual bid price. Mr. Mazzuchelli asked if the system is close to capacity. Mr. Buckley said it is not.

Mr. Mazzuchelli made a motion to proceed with a survey for the water project. Seconded by Mrs. Basso. Motion carried unanimously.

Respectfully submitted,


DAVID MAZZUCHELLI


JAMES KELLY, Chairman

PAULINE BASSO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

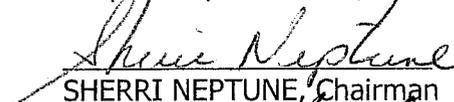
Re: **Request for Water Assessment – 7 & 9 Moody Lane**

The Common Council Committee appointed to review a request for water assessment at 7 and 9 Moody Lane met on October 21, 2002 in the Third Floor Caucus Room in City Hall. In attendance were committee members Neptune and Null. Also in attendance were Director of Public Works William Buckley and the petitioner, Mark Edwards.

Mr. Buckley stated that this is a part of the Ta'Agan Point water system. Originally, there were a total of 39 properties. Mr. Edwards had a parcel of land and has since built a house there. He petitioned for water assessment separately. The Common Council tabled the original request because of a pending state grant application. Mr. Edwards request was also tabled. When the grant came through, the project came back to the Common Council and they approved it. Mr. Edward's request was never brought back to the Common Council so it remained tabled. Mr. Edwards did not receive notice of the public hearing. Attorney Gottschalk had him sign a waiver of his right to appeal his assessment. He recommends that the committee authorize him to include Mr. Edward's parcels in this assessment parcel in accordance with the Code of Ordinances.

Mr. Null made a motion to authorize the inclusion of Mr. Edward's parcels in the assessment project. Seconded by Ms. Neptune. Motion carried unanimously.

Respectfully submitted,


SHERRI NEPTUNE, Chairman


WARREN NULL

PAULINE BASSO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

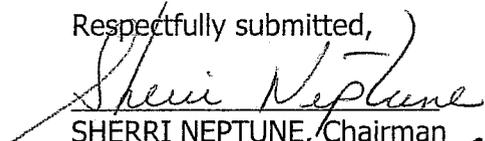
Re: **Request for Water Extension – Great Plain Road**

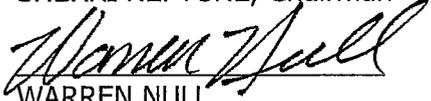
The Common Council Committee appointed to review the request for Water Extension on Great Plain Road met on October 21, 2002 in the Third Floor Caucus Room in City Hall. In attendance were committee members Neptune and Null. Also in attendance were Director of Public Works William Buckley and the petitioner, Ben Doto.

Ms. Neptune noted the positive recommendation of the Planning Commission. Mr. Buckley stated that the project is a water extension on Great Plain Road. St. Gregory's Church who turned it over to the City formerly owned an old eight-inch water main. It serves six houses. He recommends approval subject to the standard eight steps.

Mr. Null made a motion to recommend approval of the water extension, subject to the standard eight steps. Seconded by Ms. Neptune. Motion carried unanimously.

Respectfully submitted,


SHERRI NEPTUNE, Chairman


WARREN NULL

JOSEPH SCOZZAFAVA



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

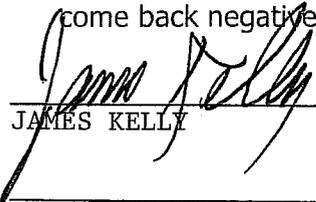
Re: **Request for Water Extension on Ivy Lane**

The Common Council Committee appointed to review the request for water extension on Ivy Lane met on October 16, 2002 in the Third Floor Caucus Room in City Hall. In attendance were committee members Mazzuchelli, Kelly and Basso. Also in attendance were Director of Public Works William Buckley and the petitioners John Merullo and Ann Falzone.

Mrs. Basso asked why Ivy Lane did not get water when Cedar Street did? Mr. Buckley pointed out, on a map, where the line stopped and all the no votes that were shown in blue. The Common Council, at that time, asked him to cut back on the project. The petitioners want an assessment project. If you vote to go ahead with the assessment, it will be two or three years. This would not be as much work as normal because they already have the design.

Mr. Mazzuchelli asked if the Common Council votes in favor of this, will that get this project on the list? Mr. Buckley said it would. He said that there are already other inexpensive projects on the list. Mr. Mazzuchelli asked if Mr. Merullo if the cost were \$7,500 how many people would vote positively? Mr. Merullo said he could not say, maybe half. Mrs. Basso said that when people realize they have 19 years to pay it, they are more likely to vote in favor.

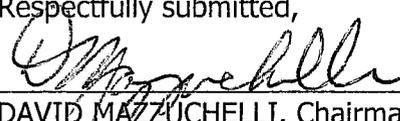
Mrs. Basso made a motion to recommend that the project proceed by assessment methodology. Seconded by Mr. Mazzuchelli. Mr. Buckley recommended that unwatered sections of Ivy Lane, Cedar Street and Sylvan Drive be surveyed. If they come back negative, they can be eliminated. Motion carried unanimously.



JAMES KELLY

PAULINE BASSO

Respectfully submitted,



DAVID MAZZUCHELLI, Chairman



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: Repairs to Sidewalk on South Main Street

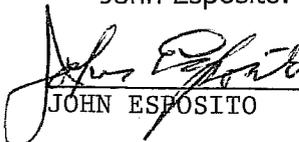
The Common Council Committee appointed to review repairs to a sidewalk on south Main Street met at 6:50 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Saadi, John Esposito and Basso. Also in attendance were Director of Public Works William Buckley, Corporation Counsel Eric Gottschalk and Council Members Levy and McAllister, ex-officio.

Mr. Saadi stated that the committee was called to address repairs on a sidewalk on the southern end of Main Street. He submitted a letter that explains that the project was in the planning stage and the work has been done. He received a call from a resident of that area who said he was happy that action had been taken so quickly. Mr. Saadi said improvements would be ongoing.

John Esposito asked if there is a grant in the works. Mr. Buckley said a lot of the Streetscape projects are budgeted and he did secure a grant known as a transportation enhancement grant. He is now competing for funds for Main Street South with the same type of improvements. The cost should be in the area of \$900,000.

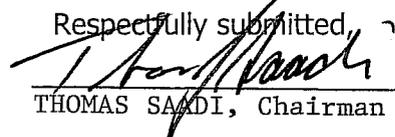
After a discussion about trees being the cause of these problems, Attorney Gottschalk noted that the Common Council adopted an ordinance in the 1980's that imposed maintenance of sidewalks with the property owners. The committee would not be doing property owners any favor assuming that these are City trees and therefore our problem. The Common Council shifted liability for any injuries due to snow and ice or unsafe conditions to the adjacent property owner. They would be named in any lawsuit. The Judge could find the homeowner liable.

Mrs. Basso made a motion to take no action as the work has already been done, and for the improvements in this area to continue on an ongoing basis. Seconded by John Esposito. Motion carried unanimously.



JOHN ESPOSITO

PAULINE BASSO

Respectfully submitted,


THOMAS SAADI, Chairman



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: **Request for Sewer Extension – 23, 25 & 29 Sugar Hollow Road**

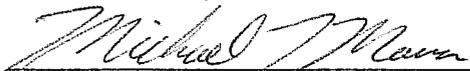
The Common Council Committee appointed to review the request for sewer extension at 23, 25 and 29 Sugar Hollow Road met at 7:00 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Machado, Moore and Nolan. Also in attendance were Director Public Works William Buckley and Jim Rotundo of Consultants and Engineers.

Mr. Machado noted the positive recommendation from the Planning Commission. Mr. Buckley noted that water is already on the street so it would be just a service connection. Mr. Rotundo pointed out the existing buildings on a map. It is adjacent to the Airport and there is a twenty-four inch truck line. There is a City-owned sewer and a private line, which serves the buildings. There will be a new lateral into the existing line. A portion of the private line has to be accepted by the City. It is not an actual extension, it is an existing line, which will be accepted and turned over to the City. Mr. Buckley said that technically it is an extension because it has to be given to the City, subject to the standard eight steps.

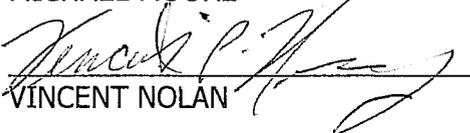
Mr. Moore made a motion to approve the extension subject to the standard eight steps. Seconded by Mr. Nolan. Motion carried unanimously.

Respectfully submitted,

VAL MACHADO, Chairman



MICHAEL MOORE



VINCENT NOLAN



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

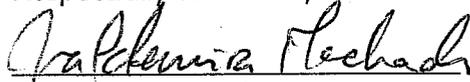
Re: Request for Sewer and Water Extensions – 91 Miry Brook Road

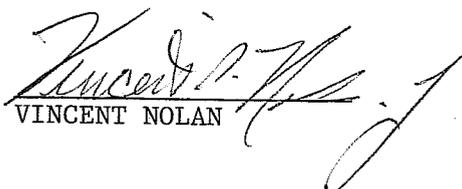
The Common Council Committee appointed to review the request for sewer and water extensions at 91 Miry Brook Road met on October 9, 2002 at 7:30 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Machado, Buzaid and Nolan. Also in attendance were Director of Public Works William Buckley, Attorney Robin Kahn, Jim Rotundo of Consultants and Engineers and Jack Stephenson.

Mr. Machado noted the positive recommendation of the Planning Commission. Mr. Buckley noted that this is the Wooster School and they are putting an addition onto their complex. He thinks the standard eight steps will be sufficient. He recommends approval of both the sewer and water extensions. Mr. Rotundo requested that they be allowed to do the sewer in two phases. He would like the first phase to be up to the Middle School and the second phase would complete the project. Mr. Buckley stated that a ninth step could be included stating that the approval of steps one through eight will be in two distinct phases. Legal documents for the first phase will be turned over when that phase is completed and again when the second phase has been completed.

Mr. Nolan made a motion to approve the request for sewer and water extensions, subject to the standard eight steps, with a ninth step allowing the sewer extension to be done in two phases, and providing that legal documents will be turned over to the City after the completion of the first phase and again when the second phase has been completed. Seconded by Mr. Buzaid. Motion carried unanimously.

Respectfully submitted,


VAL MACHADO, Chairman


VINCENT NOLAN

EMILE BUZAID



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: **Civil Service Test Benefits**

The Common Council Committee appointed to review civil service test benefits met July 1, 2002, on August 20, 2002 and on October 17, 2002. In attendance at the July 1st meeting were committee members Saadi, McAllister and Scozzafava. Also in attendance were Fire Chief Peter Siecienski, Assistant Corporation Counsel Eric Gottschalk, Tom Lechner, President of the Volunteer Fire Council, Council Members John Esposito and Warren Levy, ex-officio. In attendance at the August 20th meeting were committee members Saadi, McAllister and Scozzafava. Also in attendance were Fire Chief Peter Siecienski, Assistant Corporation Counsel Eric Gottschalk, Tom Lechner, President of the Volunteer Fire Council, Council Members John Gogliettino and Warren Levy, ex-officio and Michael Pascuzzi. In attendance at the October 17th meeting were committee members Saadi and McAllister. Also in attendance were Assistant Corporation Counsel Eric Gottschalk and Tom Lechner.

Mr. Saadi stated that the committee has been charged with developing a proposal regarding civil service test benefits for members of the volunteer branch of the Fire Department. This meeting is for the purpose of reviewing the previous point system, the related case and settlement and to discuss administrative matters. The committee will look at other towns and States, obtain more information from the Danbury Fire Department, both paid and volunteer, and discuss legal issues, possible financial savings and any other benefits before a final recommendation is issued.

Attorney Gottschalk stated that this issue arose in 1982-83 when the Common Council voted to submit preference points to volunteers. The Plaintiffs went to Federal District Court stating that laws were violated that dealt with discrimination and employment. It was stated that because volunteer fire companies were comprised almost exclusively of white males, preference points discriminated against minorities and females. They asked the court to stop all hirings from the eligibility list. A preliminary injunction by Judge Daley ordered all hirings stopped, the repeal of the preference point ordinance and the avoidance of the implementation of any other selection process that

would have an adverse impact on minorities and women. There was an agreed consent order that incorporated the findings. There was never a full trial on the merits of this case. The City agreed to the judgment 19 years ago, which raises the question today, where should we be going?

According to the Personnel Department there has been a dramatic change in the composition of volunteer fire companies. We need to know whether where we are now is good enough. If you want to do this fairly, be careful of the size of the award. Mr. McAllister asked if we would have to return to court to ask if the new system meets the required standards. Attorney Gottschalk said he has not found anything that would say that the court holds jurisdiction over City hiring. He would suggest an ordinance outlining the preference points.

Mr. Saadi stated that he received a letter from Chief Siecienski stating that there is no prohibition on out of town volunteers joining. Some have attained an officer's rank in those companies. Many of those individuals work in this community. The issue of recruitment is a local, state and federal concern. The decline in volunteers is drastic. There is no longer a residency clause for the paid department. He received ten points when he took the test; other received 15 points because they were veterans. Mr. Lechner asked if veteran's points are still acceptable. Attorney Gottschalk said the Supreme Court of the United States has approved them.

At the August 20th meeting, Mr. Saadi stated that Chief Siecienski and Mr. Lechner submitted the information requested at the last meeting. A discussion followed about training requirements and certifications. The Chief stated that a high school diploma is necessary, as well as a valid driver's license. Certifications required prior to the first anniversary of employment are fire fighter I and EMT status. Individual have to achieve fire fighter II and any other jurisdiction is left to the Chief and training officer.

After reviewing the statistics submitted, Mr. Scozzafava said we should not have a problem if we include the twelve companies and take the percentages this year. If we do opt for this point system, we should put a minimum cap on it. You have to live in Danbury for over a year and if you falsify any information that would be grounds for immediate dismissal. Before being granted any points, it is up to that person to have that information before the test. Mr. McAllister said that there isn't anything in the regulations that prohibits people from other towns from taking the test. They have qualifications other than residency. Attorney Gottschalk stated that the committee should be aware of case law that describes a certain right to travel from place to place. It raises the question would a system that grants points for residency interfere with the constitutional right to travel freely.

Mr. McAllister stated that if an applicant lived in this town for a period of time and gets the points, fine. He is not saying that he can't move after he is on the job for a while. Attorney Gottschalk pointed out that once someone becomes a firefighter, you couldn't make residency a requirement. Attorney Gottschalk stated that the City of Waterbury could not impose conditions relative to the merit system by Charter. He is concerned that municipalities may establish by ordinance something that crosses the

line into the merit system. Mr. Saadi said that any proposal should be run by the Civil Service Commission before it is passed.

At the October 17th meeting Mr. Saadi stated that he received a breakdown of all the volunteer companies. The breakdown is the key to the points system. The numbers have improved significantly in twenty years. Mr. Saadi asked Attorney Gottschalk to explain the four-fifths rule in view of these numbers. Attorney Gottschalk stated that the four-fifths rule states that in order to be valid, the minority group with the lowest test score has to have at least a success rate equal to 80% of the highest success rate. You are not going to pass that test with the numbers we have seen.

Mr. McAllister stated that various fire departments are awarding points for various qualifications and they have not run into any problems with the hirings, at least in the recent past. You have to have proof that you are qualified. Mr. Saadi stated that the difference is that we entered into a Consent Order and other towns have not.

Mr. Saadi submitted a point system for implementing extra credit points for the Fire Department entry-level test. These points will be granted in accordance with the Commission's rules and regulations for a passing grade:

Bonafide Resident of Danbury	2.0 points@
Fire Fighter I	1.5*
Fire Fighter II	2.0*
EMT/Paramedic	1.0+
Hazard Materials recognition	.75*
Hazard Materials Technician	1.0*
Pump Operator Certification	1.0*
CDL or CTQ Endorsement on Drivers License	1.0#
Incident Command Course	.75*

@ To obtain credit for being a resident of the City of Danbury the person applying must show proof that they have lived within the corporate limits of Danbury.

*To obtain credit for these certifications, one must present the certifications to the Commission prior to the set testing date. These certifications must be from, or approved by, the Commission on Fire and Control. If someone wishes to present out of state certifications, there must be a signed letter from the CT CFC indicating that said certifications either meet or exceed the State of Connecticut standards. The Civil Service Commission will decide if original or photocopies will be required.

+ To obtain credit for this item, one must present a certificate from the Connecticut Department of Health. Though paramedic is a higher level, it will still receive the credit of EMT. If a person wishes to submit an out of state certification, there must be a letter from the Connecticut Department of Health indicating that said certification meets or exceeds Connecticut standards.

To obtain a credit for this item, the person's license will be considered proof, providing that the person's license is current and not revoked, nor under suspension, at

the time of presentation. A person applying with an out of state license will not be given any credit.

It is also suggested that, as another benefit, the testing fee be waived, or a maximum of \$10.00 be charged to take an application, for any person who is a resident of the City of Danbury.

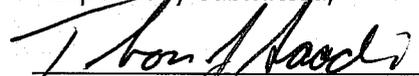
It is also suggested that if any person is found to have falsified any document in an effort to obtain any additional credit shall have the following occur – if prior to the first test, will be barred from taking it; if in the process of continuing, will be terminated and, if employed by the City as a firefighter, terminated.

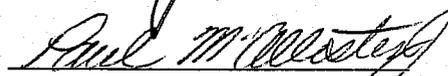
Attorney Gottschalk stated that the residency requirement concerns him. Case law decided, under the constitution, that this means the place where you live. That is a bonafide residence. The right to travel embraces at least three different components: it protects the right of a citizen of one state to enter and to leave another state; it protects the right to be treated as a welcome visitor rather than an unfriendly alien when temporarily present in the second state; and for those travelers who elect to become permanent residents, it protects the right to be treated like other citizens of that state. The right of interstate or intrastate travel is impinged upon only when a governmental entity creates distinctions between residents based upon the duration of their residency and not when distinctions are created between residents and nonresidents. He continued by stating that you can establish a residency requirement, but you cannot stop a New Yorker before resuming his career. He recommends that you consider this, but not tie it to a residence requirement.

A discussion followed regarding residency requirements. Mr. McAllister then said he would like to change the points. He increased each one by a half point. (see above). Attorney Gottschalk said that would be constitutionally permissible and not in violation of state law.

Mr. McAllister made a motion that the Common Council recommend that the Civil Service Commission adopt the point system as approved by the committee. Seconded by Mr. Saadi. Motion carried unanimously.

Respectfully submitted,


THOMAS SAADI, Chairman


PAUL McALLISTER

JOSEPH SCOZZAFAVA



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: **Office of Emergency Management Director**

The Common Council Committee appointed to review the Office of Emergency Management Director met on July 17, 2002 and on October 22, 2002 in the Third Floor Caucus Room in City Hall. In attendance at the July 17th meeting were committee members Levy, Saadi and Nolan. Also in attendance were Assistant Corporation Counsel Les Pinter, Council Members Gogliettino and Darius, ex-officio and Lynn Waller. In attendance at the October 23rd meeting were committee members Levy, Saadi and Nolan and Associate Corporation Counsel Raymond Yamin.

Mr. Levy stated that this committee has been called to review the position of emergency management director. The charge is to provide a job description and qualifications. The Charter provides that the Mayor may appoint a chief coordinator of emergency services. A City ordinance addresses this as well. He asked Attorney Pinter to give an overview of how to establish parameters.

Attorney Pinter said that the Charter provides language that speaks to the power of appointment and removal to the Mayor. The Common Council has the power to set duties. State Statute provides for the Mayor to remove the director for cause. It also gives the power of setting duties to the Common Council. The task of this committee is to develop qualifications. State law also says that the individual shall develop a plan that would have to be approved by the State Director.

Mr. Levy asked if there currently a civil preparedness approved plan for the City. Attorney Pinter said he does have a document prepared by the Emergency Management Task Force. Mr. Levy asked if this position could be established as a non-civil service position. Attorney Pinter said it could. Mr. Saadi pointed out that the Charter says may, not shall. The adoption of the merit system in 1965 said it shall be under the merit system. Mr. Levy said that if the Council chooses not to have it under the merit system, then the Civil Service Commission would have to waive it. Mr. Levy said if the testing requirement was eliminated, the Mayor could make the appointment.

Mr. Levy stated that requirements would include a Bachelor's Degree in Emergency Management or a related field, with three years experience in emergency management; ten years in public safety/crisis management (fire, police or EMS) with two years in a supervisory capacity that may be substituted for the three years of experience in emergency management. The person must possess knowledge of modern communications and records management systems and a willingness to develop innovative approaches to the delivery of emergency services dispatching and maintenance and knowledge of FCC rules and regulations. He or she must have the knowledge and ability pertaining to principles and practices of supervision and training and the ability to communicate with others and to assimilate and understand information in a manner consistent with the essential job functions. The person must have the ability to make presentations before the Common Council and community groups. He or she must have the ability and experience in dealing positively with members of the public and must possess a valid Connecticut driver's license within thirty days of employment. Within six months of employment the successful candidate must become a resident of the City of Danbury.

Under qualifications, Mr. Nolan would like to incorporate the ability to write grants or work with the appropriate personnel in grant writing to seek funding from State and Federal sources to help implement the City's emergency management plan. Mr. Saadi said that his only concern with the grant writing ability is that it is a limited field. Attorney Pinter stated that the committee is setting a high bar, but there is nothing wrong with that.

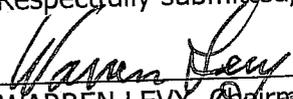
At the October 22, 2002 meeting Mr. Levy gave an overview of the previous meeting. He passed out a draft copy of the Emergency Management Task Force report. The one area he would like to change is where it talks about the requirement of a Bachelor's Degree in Emergency Management or a related field, with three years experience in emergency management. Ten years in public safety/crisis management (fire, police or EMS) with two years in a supervisory capacity that may be substituted for the three years of experience in emergency management. The Mayor feels that it would be just as adequate to make it five years experience rather than ten years. Considering the recommendations of the Task Force, it would allow the flexibility if the administration felt that there were other duties that need to be added to the minimal qualifications.

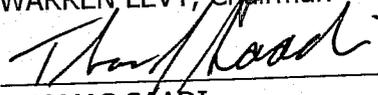
Mr. Nolan agreed that the qualifications are a little heavy. If someone has seven or eight years experience, that gives them a good background. Attorney Yamin asked if there is a reasonable pool of candidates that would meet these criteria? Mr. Nolan said his only concern is that someone has the Bachelors and the years of experience.

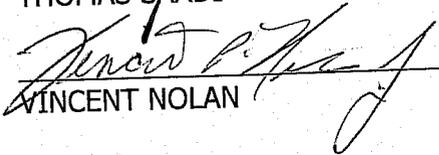
Mr. McAllister asked if the standards can be changed, at a later time, to more stringent standards or will they have to come back to the Common Council? We do not want to make this controversial if possible. Mr. Levy said the intention was to establish a minimum standards baseline. If they want to increase the baseline, they would have to come back to the Common Council.

Mr. Saadi made a motion to adopt the job qualifications as presented by the committee and the job description as presented by the Mayor's Emergency Management Task Force as a minimum standard of employment of the Emergency Management Director. Seconded by Mr. Nolan. Motion carried unanimously.

Respectfully submitted,


WARREN LEVY, Chairman


THOMAS SAADI


VINCENT NOLAN



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: **Tamarack Investments – 45 Miry Brook Road**

The Common Council Committee appointed to review Tamarack Investments at 45 Miry Brook Road met on October 9, 2002 in the Third Floor Caucus Room in City Hall. In attendance were committee members Machado, Furtado and Nolan. Also in attendance were Director of Public Works William Buckley, Attorney Robin Kahn and Ron Litke of Haestead, Inc. Attorney Gottschalk arrived at 8:00 P.M.

Mr. Machado noted the positive recommendation of the Planning Commission. Mr. Buckley stated that the developer originally asked the City to share in the cost of this project. The location is where Spruce Mountain Road comes into Miry Brook Road. They were originally going to pump out towards Sugar Hollow Road. A sewer line exists on Wallingford Road. The second plan was to go the other way and it would have cost much more money. Rather than the City donating to this, he would like the committee to refer this for a mail survey for an assessment project. Roy Steiner is building three hangars and he would be willing to contribute to an assessment project. There is no money in the sewer fund to contribute to this, but if we go to an assessment project the City would be willing to contribute that way.

Mr. Machado said we should recommend a mail survey consistent with the assessment methodology. Mr. Nolan said that the objection would come from the residential property owners. Attorney Kahn said she would like to have the sewer extension approved also. If the assessment were negative, she would like her client to have an approval subject to the standard eight steps. Attorney Gottschalk said that the Common Council could grant the developer the extension to do it with the standard eight steps and also do the assessment process. Mr. Nolan inquired about the estimated value to the trailer park. Mr. Buckley said the cost of the entire project was in the neighborhood of \$400,000.00.

Attorney Gottschalk stated that he wanted to caution the committee about splitting the cost as the Charter says that bringing service into a new area has to be

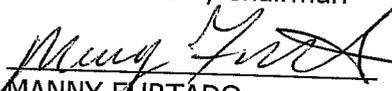
done by assessment. The limit of the City's contribution has to be that of the assessment for the property it owns. Mr. Nolan stated that he is uncomfortable with both the assessment and the sewer extension at the same time. If other property owners about this, they could think that their opinions would not be valid because it was rubberstamped. He is concerned that we are sending a different signal than we normally would. Mr. Buckley said Mr. Nolan's point was valid. It would create more negative votes than it might otherwise.

Attorney Kahn wanted to state for the record that she knows her client is not going to pay for this project alone. The question is whether they have sewer or septic. There has to be contributions from other people along the line. Mr. Buckley said the assessment process may take two years, but he is trying to paint a realistic picture. There are always difficulties in calculating assessments. Three years is not unreasonable considering the number of projects on the list. Attorney Kahn said if it were going to take such a long time she would rather have the extension to give her client the opportunity to get contributions. Mr. Nolan said that approval of the extension would give the client the opportunity to make the request. The assessment process is the slowest way to go.

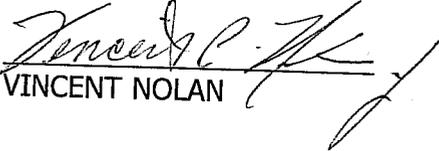
Mr. Furtado made a motion to approve the sewer extension subject to the standard eight steps. Seconded by Mr. Nolan. Motion carried unanimously.

Respectfully submitted,

VAL MACHADO, Chairman



MANNY FURTADO



VINCENT NOLAN



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 7, 2002

Mayor Mark D. Boughton
Members of the Common Council

Re: Defibrillators in Municipal Buildings

The Common Council Committee appointed to review the placement of defibrillators in municipal buildings met on August 20, 2002 and on October 15, 2002 in the Third Floor Caucus Room in City Hall. In attendance at the August 20th meeting were committee members Saadi, Gogliettino and Dittrich. Also in attendance were Rey Rodrigues of the Fire Department, Director of Finance Dena Diorio, Assistant Corporation Counsel Les Pinter, Superintendent of Public Buildings Richard Palanzo, Airport Administrator Paul Estefan, Director of Elderly Services Leo McIlrath, Council Members Levy, Mazzuchelli, and John Esposito, ex-officio and members of the public. Present at the October 15th meeting were committee members Saadi, Gogliettino and Dittrich. Also in attendance were Corporation Counsel Robert Yamin, Superintendent of Public Buildings Rick Palanzo, Airport Administrator Paul Estefan, Council Members Levy, John Esposito and McAllister, ex-officio and members of the public.

At the August 20th meeting, Rey Rodrigues demonstrated how a defibrillator works. He stated that he feels it is important to get these machines out in the public. Danbury is very fortunate because our team is on the scene within six minutes. There are weak areas in the City, such as King Street, the west side of town and Long Ridge Road. Response times in these areas can be between ten and fifteen minutes.

Mr. Gogliettino asked what the cost per unit would be? Mr. Rodrigues stated that some are about \$3,500 and others run about \$2,500. New units run between \$400 and \$500 less. Mr. Gogliettino asked how many units are now in public buildings. Mr. Rodrigues said there are six in the Fire Department. Richter Park Golf Course purchased two last year. Mr. Palanzo stated that the City has 45 active buildings. Less than ten percent of those buildings are on the west side. The King Street Volunteer Fire House does not have a unit, but the paid company, which shares the same building, does. Mr. Gogliettino said that because the west side is weak, we should concentrate of the

Airport, the Mill Plain Fire Company, King Street School, etc. Mr. Saadi asked Mr. Palanzo to work with Mr. Rodrigues in setting a priority list for placement.

Mr. Saadi asked Ms. Diorio if there were accrued funds available that have been appropriated for salaries for unfilled positions. Ms. Diorio said she would check what funds are available. Unused funds would be surplus.

Mr. Saadi asked Mr. Rodrigues if the Fire Department could provide free training in the use of these units. Mr. Rodrigues said there is a \$5.00 charge. He said that finding a classroom is the most difficult thing. He is flexible with scheduling classes. Mr. Saadi asked if there is a reasonable response from City employees when offered training? Mr. Rodrigues said there is an incredible interest in training.

At the October 15th meeting, Mr. Saadi thanked Mr. Rodrigues and Mr. Palanzo for their report showing response times and locations of municipal buildings. Mr. Palanzo identified the following city buildings that are occupied on a regular basis: Danbury Airport, Mill Ridge Primary School, Mill Ridge Intermediate School, Pembroke School, Danbury High School and Stadley Rough School.

Mr. Saadi stated that he has received many calls encouraging the placement of defibrillators in municipal buildings. Mr. Saadi stated that the committee could recommend that the units be placed at the most appropriate position in the buildings. Mr. Palanzo and Mr. Rodrigues could use their discretion. Mr. Palanzo stated that a location near Richter Park should be identified as a possible site. This brings the total to six areas, but seven facilities.

Mr. Saadi stated that these units cost \$2,500 each. He feels that the normal bidding process should be followed. He spoke with the Director of Finance and she stated that there are funds available. He recommends that the final motion include the amount of \$2,500 per unit.

Mr. Gogliettino made a motion to appropriate the sum of \$17,500 for seven units to be placed at the locations identified in the report and that the director of emergency services for the Fire Department include defibrillator training in his CPR classes. Seconded by Mr. Dittrich. Mr. Pascuzzi stated that the committee should consider placing two units at Danbury High School, one inside the building and one outside.

Mr. Gogliettino offered an amendment to include one additional defibrillator so that two can be placed at Danbury High School for an appropriation of \$20,000. Seconded by Mr. Dittrich. Motion to amend carried unanimously.

Main motion, as amended, carried unanimously.

Respectfully submitted,


THOMAS SAADI, Chairman

John Gaglietta
JOHN GAGLIETTA
Christian Dittich
CHRISTIAN DITTRICH



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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

November 1, 2002

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

FROM: William J. Buckley, Jr., P.E.
City Engineer/Director of Public Works

Subject: **Main Street (South) Streetscape Project**
City Project No. 02-25

I am writing to inform you that the City of Danbury in conjunction with the Housatonic Valley Council of Elected Officials (HVCEO) would like to apply for a Transportation Enhancement Act for the 21st Century (TEA-21) grant from the Federal Highway Administration for streetscape improvements along Main Street from its intersections with Boughton Street and Park Place southerly to the intersection of South Street and Memorial Drive.

The project is to include provision of pedestrian enhancement facilities such as sidewalks, ramps for the handicapped, ornamental lighting, garbage receptacles, bus shelters, trees etc. A meeting to share information as well as to solicit public input was held on Thursday September 12, 2002. Stakeholders along the corridor including The Danbury Museum and Historical Society as well as the Danbury Commons and Kimberly Place elderly housing complexes support the project.

Based on the conceptual plans, the project design and construction cost is estimated at \$1.0 million dollars. Due to the competitive nature of the TEA-21 grants in the region, the City would like to apply for \$800,000, and the remaining portion of the cost is to be funded by the City as determined by the Director of Finance. Federal funds for the project are expected to be available during the Federal Government Fiscal Year 2004.

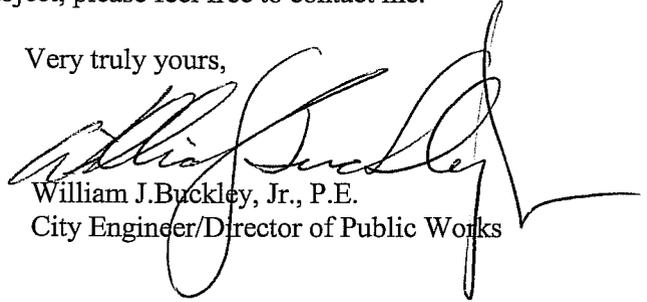
In order for the grant application for \$800,000 to be made, it is requested that the Common Council pass the following resolutions:

- That the Common Council supports the project.
- That the City is committed to providing the required twenty (20) percent of \$160,000 matching share when Federal funds for the project are made available.

- That the City is committed to maintain and/or operate the infrastructure upon completion of its construction.
- That the Mayor is authorized to sign any documents necessary to effectuate the purpose of this grant application and receipt of such a grant.

If you have any questions regarding this subject, please feel free to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "William J. Buckley, Jr.", written in a cursive style.

William J. Buckley, Jr., P.E.
City Engineer/Director of Public Works

Cc: Eric L. Gottschalk, Esq.
Jonathan Chew
Dena Diorio
Dennis Elpern



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, in conjunction with the Housatonic Valley Council of Elected Officials (HVCEO) is seeking to apply for a Transportation Enhancement Act for the 21st Century (TEA-21) grant from the Federal Highway Administration for streetscape improvements along Main Street from its intersection with Boughton Street and Park Place southerly to the intersection of South Street and Memorial Drive; and

WHEREAS, The total estimated cost of the project is \$1,000,000.00, of which approximately \$800,000.00 would be funded by said grant and the balance by the City of Danbury through the Community Development Block Grant (CDBG) as well as the Capital Improvement Program; and

WHEREAS, the City of Danbury is committed to provide the required local cash match of 20% of the \$800,000.00 grant amount; and

WHEREAS, the City of Danbury is desirous of committing to this project and to accomplishing the goals thereof; and

WHEREAS, the City of Danbury is committed to the maintenance and operation of the infrastructure upon completion of construction.

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Mark D. Boughton be and hereby is authorized to make application to the Federal Highway Administration for the Transportation Enhancement Act for the 21st Century (TEA-21) grant in the approximate amount of \$800,000.00 and to take such other actions as may be necessary for the accomplishment of the purposes hereof.